INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

City Council Regular Meeting

April 20, 2026
6:00 PM,
20201 E. Jackson Drive, First Floor, Santa Fe and Oregon Conference Rooms
Independence, MO 64057

To view a Council meeting agenda, visit https://independencemo.portal.civicclerk.com/ and select 'Most Recent Council Agenda'.

INVOCATION

1. The Invocation will be given by Ken Truax, Elder with the East Independence Church of Christ

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

1. A Proclamation for the City of Independence Sustainability and Beautification Award

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Council action is requested to authorize the City Manager to approve a Purchase Order with Cable-Dahmer Chevrolet, in the amount of $147,600, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the purpose of purchasing fleet vehicles as part of the Parks & Recreation's annual planned vehicle replacement program.

2. Council approval is requested to enter into a work agreement with a maximum value of $428,528 with Delta Innovative Services, Inc. for a full roof replacement on Fire Station #1.

3. Council action is requested to issue a purchase order to Life Scan Wellness Centers in the amount of $149,338.80, and authorizing change orders of up to ten (10%) of the authorized amount, for mandatory Fire Department physicals (contract extension).

4. Council action is requested to authorize the City Manager to approve Purchase Order Change Order #1 on the design contract (PO #26000908) with Alfred Benesch & Company for a revised contract amount not to exceed $1,149,133, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services on the Kentucky Avenue Bridge over Rock Creek (No. 542601-4) and the RD Mize Bridge over Little Blue River (No. 542601-6) as part of the GO Bond - Bridges Project (No. 542601).

5. Council action is requested to authorize the City Manager to issue a purchase order to SHEDIGS IT, LLC for an amount not to exceed $250,953, and authorizing change orders up to ten percent (10%) of the authorized amount, for stormwater repairs at 1716 Rogers Street as part of the Emergency Stormwater Project (No. 131802).

6. Council action is requested to authorize the City Manager to execute the Purchase and Sale Agreement between the City of Independence and Mid-Continent Public Library for the property at 111 E. Maple Ave.

7. Council action is requested to authorize expenditures of up to $600,000 in Fiscal Year 2025–2026 and to approve change orders up to ten percent (10%) of the authorized amount for multiple Southwest Power Pool (SPP) Delivery Point Assessments and associated Delivery Point Network Studies for Independence Power & Light (IPL).

8. Council action is requested to authorize the City Manager to enter into a Crossing Improvements Agreement with Union Pacific Railroad, for an amount not to exceed $160,000, authorizing change orders up to ten percent (10%) of the authorized amount, for the construction phase of the Crysler Avenue Bridge over Union Pacific Railroad Project (No. 542601-1) as part of the GO Bond - Bridges Project (No. 542601).

RESOLUTIONS

1. 26-718 A resolution declaring the City of Independence to have environmental health standards consistent with Jackson County *(Sponsored by Councilmember McCandless)*

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the City-owned properties located near Truman & Noland, Lexington & Memorial, and Lexington & Lynn from I-1, Industrial and C-2, General Commercial, to HSQ, Historic Square. ***New Information Only.***

26-029 **2R** An ordinance approving a rezoning from District C-2 (General Commercial) and District I-1 (Industrial) to District HSQ (Historic Square) for the City-owned properties located near Truman Road and Noland Road, Lexington Avenue and Memorial Drive, and Lexington Avenue and Lynn Street. **2R**

ORDINANCES

1. **26-026 2R An Or**dinance authorizing the submission of the Program Years 2026–2030 Consolidated Plan, Citizen Participation Plan, and the Fiscal Year 2026–27 Annual Action Plan for the CDBG and HOME Programs to the U.S. Department of Housing and Urban Development (HUD); authorizing applications for CDBG and HOME program funds; authorizing execution of a written agreement and acceptance of federal funds; and making the necessary appropriations. **2R**

2. 26-027 **2R** An ordinance authorizing the acceptance of a monetary donation to George Owens Nature Park (GONP) to establish a butterfly garden. **2R**

3. 26-028 **2R** An ordinance finding, determining, and declaring the necessity of acquiring temporary construction easements and Right-Of-Way for the 23rd Street (M-78) Complete Streets Phase 1 Project (No. 112111); 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. **2R**

4. 26-030 **2R** An ordinance authorizing the city of Independence, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $2,000,000,000; and authorizing certain documents and actions in connection therewith. **2R**

5. 26-031 **2R** An ordinance amending Chapter 1, Article 16, of the Code of Ordinances of the City of Independence, Missouri, by adding a Code of Ethics. **2R**

INSTALLATION CEREMONY

Invocation

Pledge of Allegiance

Roll Call of the Present City Council

Administration of Oaths of Office to the Councilmembers-elect

Roll Call of the New City Council

Mayor Pro Tem Election

FIRST READING(S)

1. 26-032 1R An ordinance authorizing the City Manager to execute an Engineer-Procure-Construct (EPC) Agreement with EPC Services Company, for $13,561,176.00, and authorizing change orders of up to ten percent (10%), or $1,356,117.60 of the authorized amount, for the Bly Road Switchyard Construction for the Power & Light Department (IPL); and appropriating $14,917,293.60 from the IPL reserve fund balance to fund this purchase. 1R

2. 26-033 **1R** An ordinance adopting an amendment to the Fiscal Year 2025-2026 budget, which was approved by Ordinance No. 19682. **1R**

3. 26-034 **1R** An ordinance finding, determining and declaring the necessity of acquiring right-of-way and temporary construction easements for the Winner Road Complete Streets Project (Project No.112403); 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. **1R**

4. 26-035 **1R** An ordinance granting a permanent underground 10-foot fiber optic cable utility line easement to Unite Private Networks LLC, DBA SERGA, a limited liability company, across the City-owned property located at 14400 Sugar Creek Rd., Sugar Creek, Missouri 64050 (Courtney Bend Water Treatment Plant). **1R**

5. 26-036 **1R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) for the property located at 710 S. Hawthorne Avenue. **1R**

INFORMATION ONLY

1. The City Clerk has received a certified copy of the election results for the February 2026 General Election for Mayor and At Large City Councilmembers.

2. Arrowhead CID Budget for FY 6/30/27

3. Ramsgate CID Proposed Budget for FY 2026

4. 23rd and Sterling CID Proposed Budget

5. **Please Note**: In accordance with RSMo. 610.021, the City Council may convene in a Closed Executive Session during or after the meeting, on matters of litigation, legal action, and/or attorney client communications, as permitted by Sec. 610.021(1), on matters of personnel, as permitted by Sec. 610.021(3) and personnel records, as

permitted by 610.021(13), on matters of contracts, as permitted by 610.021(12), on matters of real estate, as permitted by 610.021(2) and/or matters of labor negotiations, as permitted by 610.021(9).

COUNCILMEMBER COMMENTS

ADJOURNMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve a Purchase Order with Cable-Dahmer Chevrolet, in the amount of $147,600, and authorizing change orders of up to ten percent (10%) of the authorized amount, for the purpose of purchasing fleet vehicles as part of the Parks & Recreation's annual planned vehicle replacement program.

Recommendations:

Council approval is recommended.

Background:

This request includes the purchase of a medium-duty truck with a dump bed and a medium-duty truck with a service body. These purchases are part of Parks & Recreation's annual planned vehicle replacement program. These vehicles will be utilized by Park Maintenance staff to replace aging fleet units that are in urgent need of replacement. The medium-duty dump truck will support a range of operations, including towing mower trailers during the mowing season, collecting debris, and assisting with snow removal efforts. The medium-duty service truck will provide secure storage and transport for tools and equipment, improving efficiency and organization in daily operations.

The Procurement Division issued an Invitation to Bid (ITB) #26011 on February 26, 2026, for Medium Duty Truck with Service Body. The ITB was published through the Public Purchase e-procurement website, which notified (212) potential bidders; (18) accessed and downloaded the bid. The bid closed on March 12, 2026. Six (6) bids were received.

The Procurement Division issued an Invitation to Bid (ITB) #26012 on February 26, 2026, for a Medium Duty Truck with Dump Bed. The ITB was published through the Public Purchase e-procurement website, which notified (212) potential bidders; (20) accessed and downloaded the bid. The bid closed on March 12, 2026. Six (6) bids were received.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City totals $147,600. Funding was included in the FY2025-26 Adopted Budget on page 153, under Equipment, from 0126041-5404. This item also allows change orders of up to 10% of the purchase order amount and is subject to budget availability.

Council Action:

Department / Contact Parks, Recreation and Tourism /

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Official Bid Tab - ITB #26011 - Medium Duty Truck with Service Body
2. Official Bid Tab - 26012 Medium Duty Truck with Dump Bed

Invitation to Bid: #26011 - Bid Tabulation Results
Title: Medium Duty Truck with Service Body

				Olathe Ford		Nashville Automotive		Logan Industries		
Item No.	**Bid Qty**	**Unit**	**Description**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Comments**
1	1	EA	**Medium Duty Truck Model Year 2024 or newer Compariable Cheverolet MediumDuty C5500**	$93,064.00	$93,064.00	$86,000.00	$86,000.00	Non-Responsive		The bidder only submitted a two page spec sheet on a service body with no pricing for the cost of a truck and service body. Therefore the bid is INCOMPLETE.
			Total		**$93,064.00**		**$86,000.00**	**Non-Responsive Incomplete Bid**		

				Custom Truck One Source		* Cable-Dahmer Cheverolet Inc. *		Altec		
Item No.	**Bid Qty**	**Unit**	**Description**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**	**Remarks**
1	1	EA	**Medium Duty Truck Model Year 2024 or newer Compariable Cheverolet MediumDuty C5500**	$93,412.00	$93,412.00	$76,519.00	$76,519.00	$109,949.00	$109,949.00	Quoting 2026 Ford F550, Extended Cab, 4x4, diesel with 132- steel service body. Delivery timeline would be August-September of 2026. Spec attached. 132-steel service body. Delivery timeline would be August-September of 2026.
			Total		**$93,412.00**		**$76,519.00**		**$109,949.00**	

*** Cable-Dahmer Cheverolet Inc. recommended for award based on being the lowest responsive and responsible bidder.**

Invitation to Bid: #26012

Official Bid Tab Results

Title: Medium Duty Truck with Dump Bed

				Viking-Cives Midwest	One Nation Distribution	Olathe Ford	Nashville Auto	* Cable-Dahmer Chevrolet *	Altec
Item No.	**Bid Qty**	**Unit**	**Description**	**Total Price**	**Total Price**	**Total Price**	**Total Price**	**Total Price**	**Total Price**
1	1	EA	2026 Chevy Silverado MD (CK56403) Chassis	$62,902.64	$89,989.00	$94,192.00	$80,500.00	$71,081.00	$108,622.00
1	1	EA	11' Dump Body with Drop Saides Package	$16,392.31					
			TOTAL PRICE	**$79,294.95**	**$89,989.00**	**$94,192.00**	**$80,550.00**	**$71,081.00**	**$108,622.00**

*** Cable-Dahmer Chevrolet recommended for award based on being the lowest responsive and responsible bidder.**

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council approval is requested to enter into a work agreement with a maximum value of $428,528 with Delta Innovative Services, Inc. for a full roof replacement on Fire Station #1.

Recommendations:

Council approval is recommended.

Background:

A recent inspection report identified multiple leaks and other issues with the existing 18,781 sq/ft roof at Fire Station #1 and revealed that 10-20% of the roof decking needs to be replaced. The inspection report recommended immediate patches and/or repairs to the existing roof which would cost several thousands of dollars. The full extent of deterioration or damaged roof deck and wood blocking is unknown at this time.

Further recommendations following the necessary repairs include a full roof replacement within 2 years because several sections of the roof are nearing the end of their useful life. Given this recommendation, it is more cost-effective to proceed with a full replacement now.

Cost includes a manufacturer's 20-year labor and materials warranty and a contractor's 2-year materials and workmanship warranty. A full scope of work is included in the attachment. This work is being done under a cooperative contract.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $428,528. This has a net-zero budgetary impact due to savings from another capital project.

Council Action:

Department / Contact Fire Department /

REVIEWERS

Jimmy Walker

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Agenda Item Cover Sheet - Station 1 Roof Replacement - Revised
2. Delta Innovations- St. 1 Roof quote
3. Delta 23-016 Roofing Services Extension Award Letter 2025 signed bc

City of Independence

AGENDA ITEM COVER SHEET

AGENDA TITLE:
Council approval is requested to enter into a work agreement with a maximum value of $428,528 with Delta Innovative Services, Inc. for a full roof replacement on Fire Station #1.

RECOMMENDATIONS:
Staff recommend approval for work agreement with Delta Innovation Services, Inc.

BACKGROUND:
A recent inspection report identified multiple leaks and other issues with the existing 18,781 sq/ft roof at Fire Station #1 and revealed that 10 to 20% of the roof decking needs to be replaced. The inspection report recommended immediate patches and/or repairs to the existing roof which would cost several thousands of dollars. The full extent of deterioration or damaged roof deck and wood blocking is unknown at this time.

Further recommendations (after repairs are made) include a full roof replacement within 2 years due to several sections of the roof is nearing the end of its useful life. At this time, it would be more cost efficient to replace the roof now.

Cost includes a manufacturer's 20-year labor and materials warranty and a contractors 2-year materials and workmanship warranty. A full scope of work is included in the attachment.

EMERGENCY JUSTIFICATION: (if any)

FISCAL IMPACT:
The fiscal impact to the City is $293,305.00 and up to $135,223.00 additional cost for roof deck and wood blocking replacement. The maximum fiscal impact is expected to be $428,000.

**Also provide attachments required.

DELTA
INNOVATIVE SERVICES, INC
4141 FAIRBANKS AVENUE
KANSAS CITY, KS 66106
913-371-7100 PHONE
913-371-7107 FAX
www.deltaservices.com

March 16, 2026

City of Independence, Missouri
111 E Maple Avenue
Independence, MO 64050

Attn: Tim Garland

Re: Roof Replacement Fire Station No. 1

Mr. Garland,

Please find below our pricing, unit pricing, brief description of the work, clarification and exclusions for the roof replacement at Fire Station No. 1. These prices are not valid for work to be completed in months of June or July. Both prices include a $ 50,000.00 allowance for removal and reinstallation of mechanical equipment, antenna and cabling.

Option 1: Price $ 286,901.00 Add $ 3,815.00 for P & P bonds. Add $ 2,589.00 for Permits.

Option 2: Price $ 246,580.00 Add $ 3,279.00 for P & P bonds. Add $ 2,281.00 for Permits
- *Price contingent on acceptance of the substrate by the manufacturer.*
- *May need a variance from the building codes department.*

Unit Prices:
Add - $ 36,36 per square foot for deteriorated or damaged roof deck replacement.
- *Repair will be completed using metal decking and gypsum sheathing in lieu of form board and poured gypsum.*

Add - $ 6.85 per board foot for deteriorated or damaged wood blocking

Option 1 - Scope of Work:
- Remove and dispose of the existing roofing and sheet metal trim.
- Inspect the existing roof deck and wood blocking for damage or deterioration. Areas found will be replaced at the unit costs above.
- Adhere one (1) ply of Glass base sheet directly to the existing poured gypsum deck using Type IV hot asphalt.
- Adhere 280 mil thickness a two (2) ply APP Modified cold applied granular surfaced roof and flashing system.
- Fabricate and install new prefinished sheet metal trim matching existing profiles. Color to be selected from the manufacturer's standard colors.
- Supply a manufacturer's 20-year labor and materials warranty and a contractor's 2-year materials and workmanship warranty.

DELTA
INNOVATIVE SERVICES, INC

Option 2 – Scope of Work

- Inspect the condition of the existing roof deck structure by reviewing all locations under the ceiling tile. Deteriorated areas will be removed and replaced at the unit cost above.
- Remove and dispose of the existing roof perimeter and penetration flashings and sheet metal trim only.
- Prepare the surface of the existing roof to remain for overlay.
- Adhere one (1) layer of 60 mil fleece back TPO directly over the existing roof.
- Install 60 mil TPO smooth perimeter and penetration flashings.
- Fabricate and install new prefinished sheet metal trim matching existing profiles. Color to be selected from the manufacturer's standard colors.
- Supply a manufacturer's 20-year labor and materials warranty and a contractor's 2-year materials and workmanship warranty.

Clarification:

- Option 2 will require a sound existing roof deck structure. Partial replacement may be required.

Exclusions:

- Interior protection and clean up.

Respectfully Yours,

David B. Marr
Project Manager

PURCHASING DEPARTMENT

415 East 12th Street 816-881-3267
Kansas City, Missouri 64106 Fax 816-881-3268

April 16, 2025

Delta Innovative Services
Attn: Nick Sweeney
4141 Fairbanks Avenue
Kansas City, KS 66106

Dear Mr. Sweeney:

Please consider this letter as a Contract Award Extension Notification for a Twelve (12) Month Term & Supply Contract for the furnishing of **Roofing Services** for use by **Various County Departments** as detailed below:

Bid No: **23-016**
Resolution No: **21317**
Commodity: **Roofing Services**
Contract: **July 11, 2025, through July 10, 2026**
Jackson County Point of Contact: **Keith Allen, 816-881-3465, kallen@jacksongov.org**
Vendor Point of Contact: **Nick Sweeney, 913-371-7100, nsweeney@deltaservices.com**

The following required documents shall be furnished by your firm within ten (10) days of receipt of this agreement in accordance with the bid specifications.

CERTIFICATE OF INSURANCE

NOTE: INDICATE JACKSON COUNTY'S BID NUMBER ON ALL DOCUMENTS

The Jackson County Executive, or designee, shall be the sole judge as to the fact of the fulfillment of this agreement and upon any breach hereof said Executive or designee shall, at their option, declare this agreement void, and for any loss or damage by reason of such breach, whether this agreement is annulled or not, said Supplier and the sureties on said bond shall be liable.

JACKSON COUNTY MISSOURI

Bob Crutsinger Digitally signed by Bob Crutsinger
Date: 2025.04.16 12:15:01 -05'00'

Bob Crutsinger
Director of Finance and Purchasing

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order to Life Scan Wellness Centers in the amount of $149,338.80, and authorizing change orders of up to ten (10%) of the authorized amount, for mandatory Fire Department physicals (contract extension).

Recommendations:

Council approval is recommended.

Background:

Through the collective bargaining process the City of Independence and IAFF Local #781 have agreed to the Mandatory Annual Physicals that comply with the NFPA (National Fire Protection Association) 1582 (Standard on Comprehensive Occupational Medical Program for Fire Departments) 2022 Edition and NFPA 1583 (Standard on Health-Related Fitness Programs for Fire Department Members) 2022 Edition for all members of the Independence Fire Department. This is a budgeted item that is funded through the Public Safety Sales Tax Fund. This cost includes onsite blood draws, cardiac stress testing, audiology exams, chest x-rays, comprehensive metabolic panel review with a qualified Nurse Practitioner and a body core sonogram for cancer screening.

Emergency Justification:

Fiscal Impact:

The fiscal impact is $149,338.80 and can be found under the Fire Protection Sales Tax (017) within the fiscal year 25-26 adopted budget, page 260, account 0174671-5226. This action also authorizes change orders up to 10% of the authorized amount subject to budget availability.

Council Action:

Department / Contact Fire Department /

REVIEWERS

Jimmy Walker
Melissa Cabrera
Jeremy Cover

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Signed Lfe Scan agreement 25_26
2. Independence Fire 2024 & 2025 Quote (Attachment A to Agreement)
3. Independence Fire Life Scan Wellness 2025 Invoice #4046

PROFESSIONAL SERVICES AGREEMENT BETWEEN

LIFE EXTENSION CLINICS, INC. D/B/A: LIFE SCAN WELLNESS CENTERS

AND

Independence Fire **DEPARTMENT**

THIS AGREEMENT is made between Independence Fire Department (hereinafter IFD) and Life Scan Wellness Centers (hereinafter "Life Scan").

WHEREAS, IFD and Life Scan have entered into a Professional Services Agreement (hereinafter "PSA") to provide annual Life Scan Firefighter Physicals that are NFPA 1582 and NFPA 1583 compliant per Scope of Services Attachment A.

WHEREAS, The PSA shall be for a term of two (2) years commencing on the 1st day of September ,2025 and may renew for two (2) additional one (1) year terms upon mutual agreement of terms and conditions.

WHEREAS, the PSA provides that will compensate Life Scan for each Firefighter Physical performed per Life Scan Pricing Attachment A. **Costs.** Contractor agrees to perform all work pursuant to this Contract for the unit prices as shown on the attached fee schedule (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice.

WHEREAS, the PSA provides that Life Scan and IFD will mutually agree to a time and place to perform the Life Scan Firefighter Physicals and that will provide the location for the on-site physicals.

WHEREAS, the PSA further provides that Life Scan and IFD may agree that Life Scan is to perform additional work at when requested by IFD ;

NOW THEREFORE, in furtherance of the above, the Parties agree to the following:

Department: Independance Fire By: *(signature)* Print Name: Craig DuPlantis Title: Assistant Chief of EMS DATE: 9/1/25	Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers By: Todd Leduc *(signature)* Print Name: Todd LeDuc Title: CEO DATE: 03-24-2026

Document Ref: RMWSG-UE7FC-B6J9D-RQA5N

CERTIFICATE *of* SIGNATURE

REF. NUMBER
RMWSG-UE7FC-B6J9D-RQA5N

DOCUMENT COMPLETED BY ALL PARTIES ON
24 MAR 2026 19:49:29 UTC

SIGNER	TIMESTAMP	SIGNATURE
TODD LEDUC EMAIL TODD.LEDUC@LIFESCANWELLNESS.COM	SENT 24 MAR 2026 19:45:01 VIEWED 24 MAR 2026 19:48:56 SIGNED 24 MAR 2026 19:49:29	 IP ADDRESS 99.45.224.116 LOCATION BOCA RATON, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
24 MAR 2026 19:48:56

LIFE SCAN WELLNESS CENTERS QUOTE: Department: Independence Fire Dept. City: Independence State: MO Contact: Chief DuPlantis Date: 3/8/24 Number of Physicals: TBD	2024	2025
Public Safety Physical Exam (NFPA 1582 compliant)		
Medical & Occupational/Environmental Questionnaire	Included	Included
Comprehensive Hands-On Physical Exam	Included	Included
Vital Signs: Height, Weight, Blood Pressure, Pulse	Included	Included
Sleep Disorder Evaluation, Epworth Sleep Scale	Included	Included
Back Health Evaluation	Included	Included
Urinalysis	Included	Included
Audiogram	Included	Included
Titmus Occupational Vision with Peripheral, Depth Perception, and Color	Included	Included
Breast Exam with Self-Exam education	Included	Included
Personal Consultation with review of testing results	Included	Included
Laboratory Tests:		
Comprehensive Metabolic Panel, Blood Chemistry	Included	Included
Complete Blood Count, Hematology Panel	Included	Included
Hemoccult Stool Test for Colon Cancer Screening	Included	Included
Total Lipid Panel	Included	Included
Thyroid Test TSH	Included	Included
Glucose	Included	Included
Hemoglobin A1C	Included	Included
Men: PSA (Prostate cancer marker) and Testosterone	Included	Included
Women: CA-125	Included	Included
Ultrasound Screenings *(Early Detection of Heart Disease and Cancer):*		
Echocardiogram (Heart Ultrasound)	Included	Included
Carotid Arteries Ultrasound	Included	Included
Aorta and Aortic Valve Ultrasounds	Included	Included
Liver Ultrasound	Included	Included
Gall Bladder Ultrasound	Included	Included
Kidneys Ultrasound	Included	Included
Spleen Ultrasound	Included	Included
Bladder Ultrasound	Included	Included
Thyroid Ultrasound	Included	Included
Men: Prostate and Testicular Ultrasounds	Included	Included
Women: Ovaries and Uterus Ultrasounds	Included	Included
Cardiopulmonary Testing		
Cardiac Stress Test (Treadmill with 12 lead, sub-maximal)	Included	Included
EKG, 12 Lead	Included	Included
Spirometry, PFT with OSHA Respirator Medical Clearance	Included	Included
Fitness Evaluations (NFPA 1583 & IAFF WFI)		
Fitness tests for muscular strength & endurance	Included	Included

Sit and Reach, Planking, Grip Strength,	Included	Included
Sit Up Test, Wall Sit, Flexibility	Included	Included
VO2 Max Calc for Aerobic Capacity	Included	Included
Body Weight and Composition	Included	Included
Personal Fitness Rx	Included	Included
LIFE SCAN PUBLIC SAFETY PHYSICAL EXAM BASIC COST Each	**$735.00**	**$770.00**
Mandatory LifeScan NFPA Proprietary EMR System with Behavioral Health Assessments	**$25.00**	**$25.00**
Total Life Scan Wellness Center Cost per physical	**$760.00**	**$795.00**
OPTIONAL TESTS AVAILABLE	**Line Item Cost**	**Line Item Cost**
Chest X-Ray, 2 view with radiologist review (included)	$98.00	$102.90
Lumbar X-Ray, 2 view with radiologist review	$98.00	$102.90
Hazmat Cholinesterase	$98.00	$102.90
Hazmat Heavy Metals	$98.00	$102.90
Hepatitis A Screening Test	$65.00	$68.25
Hepatitis A Titer	$47.00	$49.35
Hepatitis B Screening Test	$77.00	$80.85
Hepatitis B Titer	$43.00	$45.15
Hepatitis C Screening Test	$70.00	$73.50
HIV Test, Gen 4	$39.00	$40.95
PPD TB Skin Test	$39.00	$40.95
QuantiFeron Gold TB Blood Test	$104.00	$109.20
Tdap (Tetanus, Diphtheria, Pertussis) Titer	$39.00	$40.95
MMR Booster	$104.00	$109.20
MMR Titer	$104.00	$109.20
Varicella Titer	$70.00	$73.50
Polio Booster	$40.00	$42.00
Polio Titer	$76.00	$79.80
OSHA Respirator Mask Fit Testing (PortaCount)	$62.00	$65.10
Drug Screen, I CUP	$62.00	$65.10
Drug Rescreen with confirmation	$70.00	$73.50
Medical Review Officer (MRO) as indicated/secondary review	$142.00	$149.10
Phlebotomist (Blood Draw) Fee	$32.00	$33.60

Minimum 45 appointments: Pricing subject to annual increase. Pricing is based on 9 patients per day, 45 per week. All scheduled appointments will be billed.

LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes

Invoice 4046

Date Sent: 11-11-2025

Life Scan Wellness Centers
1011 N. Macdill Avenue
Tampa, FL 33607
(813) 876-0625

CUSTOMER INFORMATION

Customer: Independence Fire Department
Address:
City State Zip:
Phone Number: (816) 325-7161
Contact:
Email:

Attn: Accounts Payable

INVOICE DATE	INVOICE TERMS	DUE DATE	PO#
11-11-2025	Due on receipt		
DATE OF SERVICE			
2025/09/07 - 2025/10/30			

Quantity	Description	Unit Price	Amount
185	Wellness Exams	$795.00	$147,075.00
175	Chest X-Ray, 2 view with radiologist review		$0.00
22	Hazmat Heavy Metals	$102.90	$2,263.80

MEMO:

Any member who had laboratory tests completed but did not attend their scheduled Life Scan appointment will see a separate charge of $100. This fee covers the cost of the lab work, which is typically included in the full exam price. These two members also had Chest X-tays.

BALANCE DUE: $149,338.80

LIFE SCAN WELLNESS CENTERS
Saving the Lives of America's Heroes

BILLING REPORT

Patient Name	MRN	LABS	HEP C	HEP B	HIV	PPD	HzMT	Quant	CXR	LUMB	UDS	MRO	MASK	SIZE	FFD
Ahring, Ethan	69721	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Allen, Collyn	82886	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Anderson, Richard	69722	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Ashley, Spencer	69723	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Atkinson, William	92937	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			☐
Baez, Angel	69725	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Baker, Frank	69726	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Barker, James	69727	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Barton, Tyler	92938	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Bass, Taylor	69728	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Biggs, Mark	69729	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Bingham, Chris	69730	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Blackann, Tristan	69731	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Bland, Daniel	81666	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Bogue, Bryan	69732	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Border, Donald	69733	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Borel, John	69734	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐

Patient Name	MRN	LABS	HEP C	HEP B	HIV	PPD	HzMT	Quant	CXR	LUMB	UDS	MRO	MASK	SIZE	FFD
Bowlin, Kyle	69736	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Boyea, Nathaniel"Nathan"	69735	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Braile, Trenton	69737	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Brinkmeyer, Spencer	69738	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Brown, John	69740	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Bulloc, Matthew	69741	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Buxton, Jude	92939	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Cangelosi, Michael	69743	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Cardin, Barnett	69744	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Carman, Chet	69745	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Carrick, Joshua	69747	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Cesare, Nicholas	69748	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Champagne, Anthony	69749	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Christy, Maximilian "Max"	69750	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Cogan, Jared	69753	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Conn, Jason	69754	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Connor, Raymond "Ray"	69755	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			☐
Conrick, Johnny	69756	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Coomes, Brandon	69757	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Cox, James	69758	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Cumpton, Craig	69759	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Darby, Gavin	81667	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Davis, Kyle	69760	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Dillon, Gregory "Greg"	92940	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Dixon, John	69763	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Dockins, Dayton	81668	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Duke, Matthew	69764	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
DuPlantis, Craig	69632	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Dustman, Sara	82422	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Elliott, Wesley "Wes"	69766	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Erickson, John "JD"	69767	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Erikson, Justin	69768	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Fairbank, Chris	69769	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Fell, Trent	69770	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Feltenstein, Kenaniah	81669	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Fiala, Timothy	69771	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Fisher, John Matthew	69772	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Fitch, Nathaniel	81670	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Flood, Brandon	69773	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Flowers, Justin	69774	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Franck, Matthew "Matt"	69775	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Fuendling, Daniel	69777	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Fulk, Daniel	69778	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Gant, Tyler	81671	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Garrett, Adam	69779	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Gifford, Cody	69781	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐

Patient Name	MRN	LABS	HEP C	HEP B	HIV	PPD	HzMT	Quant	CXR	LUMB	UDS	MRO	MASK	SIZE	FFD
Graham, Zachary	81672	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Granado, Michael	92941	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			☐
Gravitt, Justin	69782	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Hacker, Andrew	69783	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Halphin, Robert	69785	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Hammond, Chase	81673	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Hayes, Brady	92942	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Hazelrigg, Andrew	69789	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Hebl, Matthew	69790	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Heffernan, Matthew	69791	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Hendley, James "Matt"	69792	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Higgs, John "Colt"	69793	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Hightower, Timothy	69794	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Houseman, Robert	69796	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Howe, Mykael Ann	69826	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Hudlemeyer, Todd	69797	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Israel "Chun", Jaclyn "Jade"	69751	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Jackson, Chris	69799	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Jackson, Logan	69798	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Jacobs, Adam	69800	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Johnson, Ethan	92943	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Johnson, Nathan	69802	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Johnson, Shane	69801	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Johnston, Seth	69803	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Jones, David	69804	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Jones, Devin	69805	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Kelsey, Adam	69808	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Kenyon, Jeremy	69809	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Kidwell, Charles	69810	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
King, Daniel	69811	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
King, Nolette	82852	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Koehn, Aaron	69813	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Koeppel, Shalayne "Sha"	69814	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Kratofil, Anthony	81674	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Langston, William "Bill"	69815	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Largent, John	69816	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Lauber, Cameron	69817	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Laux, Aaron	69818	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Laux, Ryan	69819	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Liesveld, Joshua	69820	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Longest, Sarah	92944	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Mansfield, Koby	82851	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Marr, Thaddeus	69823	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
McArthur, Trenton	69824	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
McClendon, John "Henry"	69825	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
McGrath, Daniel "Dan"	69827	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐

Patient Name	MRN	LABS	HEP C	HEP B	HIV	PPD	HzMT	Quant	CXR	LUMB	UDS	MRO	MASK	SIZE	FFD
Metcalf, Luke	69829	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Michel, Eric	69830	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Moore, Derek	69831	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			☐
Moore, Ryan	69832	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Morman, Samuel "Sam"	69833	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Mullendore, Blake	92945	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Ochoa, Dylan	69836	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Oleksy, Shaun	69837	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Olson, Taylor	69838	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Overbay, Daniel	69839	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Paddack, Ryan	83480	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Patty, Drake	81675	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Peacock, Michael	69840	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Petentler, Jared	69841	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Peterson, Blake	69842	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Pulido-Villanueva, Immanuel	81676	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Quick, Jude	92946	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Ramirez, Antonio	69843	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Ramirez, Marcos	81677	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Randall, Scott	69844	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			☐
Register, Devon	82423	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Rew, Steven	69845	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Rexford, William "Bill"	69846	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Reynolds, Brian	69848	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Rohr, Dylan	69849	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Rohrs, Andrew	69850	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Ross, Luke	81678	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Ryan, Devin	69851	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Ryan, Shawn	69852	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Sammons, Cole	69853	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			☐
Schoultz, Ronald	69854	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Schuberth, James	69855	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Sellars, David A.	69856	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Shelby, Tanner	82424	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Shepard, Steven "Eric"	69858	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Shook, Donald "Donnie"	69859	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Sifers, Craig	69860	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Simpson, Robert	69861	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Smith, Nathan	69863	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			☐
Smith, Tyler	69862	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Sommers, Seth	69864	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Spohn, Matthew "Matt"	69866	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Stevens, Kyle	69867	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Stevens, Nathaniel	69868	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Stewart, Steven	69869	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Stobart, Kirk	69870	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐

Patient Name	MRN	LABS	HEP C	HEP B	HIV	PPD	HzMT	Quant	CXR	LUMB	UDS	MRO	MASK	SIZE	FFD
Stubbs, Charles	69871	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Sullivan, Jeremiah "JT"	69873	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Sullivan, Ryan	69872	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Syrigos, Sophia	69874	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Taylor, Christopher	83477	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Tiller, Josiah	81679	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Tucker, Heather	82425	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			☐
Van Till, Brian	69876	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Veit, Michael	69877	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Volkert, Ryan	69878	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Wainwright, Harrison	69879	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Walker, James	48228	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Wallace, Joshua	69880	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Watkins, Mark	69882	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Watson, Ethan	81680	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Watters, Jeremy	69883	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Webb, Jack	69884	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Weimhold, Jeffrey	69885	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Welchert, Nicholas	69886	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Wentworth, Lukas	83479	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
White, Devin	69887	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Williams, Christopher	69889	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			☐
Williams, Robert	69888	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Willimetz, Kurtis	69890	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Wilson, Ben	81681	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Winter, Aaron	69891	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Wood, Jonathan	69892	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Wright, Scott	69893	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐
Wuestling, Gregory "Greg"	69894	☑	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐			☐
Youngblood, Cody	69895	☑	☐	☐	☐	☐	☐	☐	☑	☐	☐	☐			☐

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve Purchase Order Change Order #1 on the design contract (PO #26000908) with Alfred Benesch & Company for a revised contract amount not to exceed $1,149,133, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services on the Kentucky Avenue Bridge over Rock Creek (No. 542601-4) and the RD Mize Bridge over Little Blue River (No. 542601-6) as part of the GO Bond - Bridges Project (No. 542601).

Recommendations:

Council approval is recommended.

Background:

Approval of this item will authorize additional funds through Change Order #1 on the design contract (PO#26000908) with Alfred Benesch & Company for additional engineering services as part of the GO Bond - Bridges Project (No. 542601). These additional design services include Request for Environmental Review (RER) services for the Kentucky Avenue Bridge over Rock Creek, and additional design considerations, survey, and geotechnical services for the RD Mize Bridge over Little Blue River.

Staff have obtained quotes from Benesch for these additional engineering services, totaling $166,400 for the Kentucky Avenue Bridge over Rock Creek and $157,130 for the RD Mize Bridge over Little Blue River, for a contract change order totaling $323,530, bringing the revised contract price to $1,149,133:

Original Contract Total:	$ 825,603
Change Order #1:	$ 323,530
New Contract Total:	$1,149,133
New Contingency:	$ 114,913

A ten percent (10%) contingency for minor change orders and/or time extensions is included as part of this request.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $1,264,046, including a ten percent (10%) contingency. Expenses for the GO Bond - Bridges Project (No. 542601) will be tracked and reimbursed through account number 542601-C-0547054-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Scope of Service - CO#1 - Benesch - RD Mize Bridge over Little Blue River - No. 542601-6
2. Scope of Service - CO#1 - Benesch - Kentucky Ave Bridge over Rock Creek - No. 542601-4

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

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

February 23, 2026

Mr. Alex Lopez, PE | City Engineer
City of Independence, Missouri
Municipal Services
20201 E Jackson Dr.
Independence, Missouri 64057

Cc: Mr. Arturo Escalante, PE | Engineer II

Subject: Supplemental Letter Agreement – RD Mize Rd Bridge Rehabilitation

Mr. Lopez:

This document serves as a SUPPLEMENTAL LETTER AGREEMENT between the City of Independence, Missouri, Municipal Services (the City) and Alfred Benesch & Company (Benesch). This SUPPLEMENTAL LETTER AGREEMENT serves as a work authorization under the terms and agreement prescribed in the Contract for Professional Services between the City and Benesch. At the request of Independence, Benesch prepared this SUPPLEMENTAL LETTER AGREEMENT for the bridge design services of the RD Mize Road Bridge over the Little Blue River.

The scope of this SUPPLEMENTAL LETTER AGREEMENT covers the design and plan preparation for additional rehabilitation tasks associated with widening the southern side of the existing structure (City Bridge ID 2125031) to accommodate a sidewalk connection from the southwest and southeast approach pedestrian trails. Please refer to the attached exhibit for further details on the scope of this SUPPLEMENTAL LETTER AGREEMENT.

The General Terms and Conditions of the base contract (GO Bond – Bridges, Project No. 542601, Executed 11/21/2025) apply to this SUPPLEMENTAL LETTER AGREEMENT. If the City requests additional services beyond the scope prescribed in this SUPPLEMENTAL LETTER AGREEMENT, Benesch will coordinate with the City to determine a mutually agreed upon supplement.

Benesch's Time and Material, not-to-exceed, fee for Supplemental #1 is $157,130. Benesch will invoice monthly based on the actual man hours used. Execution of this SUPPLEMENTAL LETTER AGREEMENT will increase the not-to-exceed contract value to **$313,493** as shown in the table below. Table 1 summarizes the finances of the overall project. The row shown in red pertains to the scope of services included with this SUPPLEMENTAL LETTER AGREEMENT.

Table 1 – Financial Summary of Project

Contract Title/Description	Date Executed	Contract Amount	Running Total	Status
Base (Rehabilitation)	11/21/2025	$156,363	$156,363	Completed
Supplemental #1 (Survey, Geotech, Add. Rehab)	TBD	$157,130	$313,493	Pending

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

Respectfully,

Jarrod Russell, P.E.
Project Manager | Associate

Christopher Harker, P.E.
Transp. Group Mgr. | Vice President

Enclosure

Approved by City of Independence, Missouri

_____
Authorized Signature

_____
Date

Classification	SPM	PM2	SPE	SC1	PE2	SS1	ST	D2	SG	TOTAL COST
Billing Rate	$235.00/hr.	$205.00/hr.	$195.00/hr.	$220.00/hr.	$170.00/hr.	$160.00/hr.	$153.00/hr.	$140.00/hr.	$132.00/hr.	
Design Supplement - R D Mize over Little Blue River (2125031) Rehabilitation										
Task 1: Survey & Geotech										
Geotechnical Preparation & Coordination									18 hrs.	$2,376
Geotechnical Sampling (see Direct Costs for Drilling)									27 hrs.	$3,564
Foundation Investigation Report	23 hrs.				65 hrs.				20 hrs.	$19,095
Topographic Survey		16 hrs.		54 hrs.		78 hrs.		83 hrs.		$39,260
										$0
MANHOUR SUBTOTAL	23 hrs.	16 hrs.	0 hrs.	54 hrs.	65 hrs.	78 hrs.	0 hrs.	83 hrs.	65 hrs.	384 hrs.
LABOR SUBTOTAL	$5,405	$3,280	$0	$11,880	$11,050	$12,480	$0	$11,620	$8,580	$64,295
Task 2: Preliminary Design										
Approach Sidewalk Details (South Side Only)		8 hrs.			24 hrs.					$5,720
Grading Details & Cross Sections					16 hrs.					$2,720
Foundation Design	2 hrs.				12 hrs.			24 hrs.		$5,870
End Bent Design & Widening Details	2 hrs.				8 hrs.		24 hrs.	24 hrs.		$8,862
Pier Widening Design & Details	2 hrs.				8 hrs.		16 hrs.			$4,278
P/S Girder Design & Details					4 hrs.		16 hrs.	16 hrs.		$5,368
Bearing Pad Design	2 hrs.				4 hrs.			12 hrs.		$2,830
Slope Protection Detail Sheet					2 hrs.		8 hrs.	4 hrs.		$2,124
Trail Retaining Wall Adjustment Details	1 hrs.				8 hrs.		8 hrs.			$2,819
Preliminary Project Quantities & Cost Estimate			2 hrs.		8 hrs.			8 hrs.		$2,870
Quality Control Review (Preliminary Plans)	12 hrs.	8 hrs.	12 hrs.		8 hrs.		8 hrs.	8 hrs.		$10,504
Internal Project Mtg (4)		4 hrs.	4 hrs.		8 hrs.			8 hrs.		$4,080
MANHOUR SUBTOTAL	21 hrs.	20 hrs.	18 hrs.	0 hrs.	110 hrs.	0 hrs.	80 hrs.	104 hrs.	0 hrs.	353 hrs.
LABOR SUBTOTAL	$4,935	$4,100	$3,510	$0	$18,700	$0	$12,240	$14,560	$0	$58,045
Task 3: Final Design										
Finalize Quantities & Cost Estimate			4 hrs.		4 hrs.			4 hrs.		$2,020
Quality Control Review (Final Plans)	4 hrs.	8 hrs.	8 hrs.		8 hrs.			4 hrs.		$6,060
MANHOUR SUBTOTAL	4 hrs.	8 hrs.	12 hrs.	0 hrs.	12 hrs.	0 hrs.	0 hrs.	8 hrs.	0 hrs.	44 hrs.
LABOR SUBTOTAL	$940	$1,640	$2,340	$0	$2,040	$0	$0	$1,120	$0	$8,080

Direct Costs	
RC Drilling (Geotechnical Borings, Subconsultant)	$10,565
Sampling Materials, Lab Testing	$7,406
Vector Services (Drilling Traffic Control, Subconsultant; 3 days @ $2,050/day)	$6,150
Lodging (1 person, 3 nights @ $120/room)	$360
Meals per Diem (1 person, 4 days @ $40/day)	$160
Mileage (Estimated 1198 Miles @ $0.725/mi)	$869
Survey Document Research	$150
Title Reports (3 @ $350 each)	$1,050
DIRECT COST SUBTOTAL	$26,710

SUMMARY OF COSTS				
Task 1: Survey & Geotech	Hours =	384 hrs.		$64,295
Task 2: Preliminary Design	Hours =	353 hrs.		$58,045
Task 3: Final Design	Hours =	44 hrs.		$8,080
Direct Costs				$26,710

Total Supplement Cost = $157,130

Notes/Clarifications:
(1) All labor rates assume project is completed within 2026 calendar year. If project extends beyond 2026 for any reason other than requested by Benesch, a change in rates and outstanding project tasks shall be negotiated through a supplement.

Exhibit B
Supplemental Scope of Services
R D Mize over Little Blue River Bridge Rehabilitation

PROJECT BACKGROUND

This engineering design project includes the design development and plan production to rehabilitate the existing structure carrying R D Mize over Little Blue River (City Bridge 2125031) to act as a supplement to the current rehabilitation design contract and referred to as the "Project". Benesch will be engaging two (2) subconsultants who will provide the following engineering services:

- RC Drilling – Field geotechnical exploration and boring services. In coordination with Benesch geotechnical staff, they will operate the necessary subsurface equipment and provide soil samples.
- Vector Services – Traffic control and flagging services to be conducted during field geotechnical exploration and borings. It is assumed that these services will be utilized for a maximum of three (3) days.

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

SCHEDULE

The project duration is assumed to consist of three distinct phases – (1) Project Kick-Off & HazMat Testing; (2) Preliminary Plans; and (3) Final Plans. For design tasks, see "Exhibit B (TO1D) – Scope of Services, R D Mize over Little Blue River Bridge Rehabilitation" in the original contract for schedule details. Field survey and geotechnical services will begin immediately once Notice-to-Proceed (NTP) is received in writing from the City.

DESIGN TASKS

Task 1 – Survey & Geotech | The project will begin with topographic survey and geotechnical drilling.

1. Topographic Survey
    a. A topographic corridor survey of the southern half of the project site, spanning approximately 700 linear feet along RD Mize Road. Survey limits are limited to south of the centerline of RD Mize Road and extend approximately 30 feet past the toe of the southern roadway side slope. Area of survey limits are shown on the attached exhibit (Exhibit C – Survey Limits).
        i. Features to be located include pavement edges, driveways, sidewalks, ditches, individual trees (greater than 6-inch diameter at 24 inches above the ground), signage and other visible improvements.
        ii. Visible above-ground utilities and underground utilities (as marked by Missouri Dig-Safe) will be shown. Invert elevations will be collected at sewer manholes and stormwater structures within the survey limits.
    b. Other activities associated with the field survey include:
        i. Control & Boundary Establishment
            1. Survey control will be tied to State Plane control (NAD 83 Missouri West Zone 2403) and vertical datum NAVD 88. Adjacent section corners and/or subdivision boundary monuments will be retraced, as needed, to establish the right-of-way of RD Mize Road approximately 315 feet west and 155 feet east of existing bridge abutments.
        ii. Localized Control Network

1. A minimum of four (4) horizontal control points and two (2) vertical benchmarks will be established outside the anticipated construction limits.

c. Property & Title Research
   i. Title reports for parcels within the corridor will be obtained and reviewed. Right-of-way for retracement of RD Mize Road and intersecting streets, as well as property lines within the project corridor.
d. Survey Drafting & Base Map Preparation
   i. A design basemap will be prepared in MicroStation Open Road Designer, including:
      1. Topographic survey data
      2. Right-of-way and easements
      3. Supplemental GIS data (as appropriate)
e. Preparation of Descriptions/Exhibits for ROW/TCE
   i. Prepare up to three (3) easement exhibits and legal descriptions for property acquisitions. The City will be responsible for the costs associated with the certificate of title, property owner meetings, acquisition, and purchase of any necessary easements.

2. Geotechnical Preparation & Coordination
   a. The Consultant shall provide sub-surface investigations and foundation recommendations.
   b. Two (2) total borings are planned for this project and will be located near the existing west abutment and existing east pier.
3. Geotechnical Sampling
   a. The laboratory tests and procedures considered necessary to evaluate the pertinent engineering properties of the foundation soils include, but may not be limited to, the following:
      i. Visual inspection of the thin-walled tube samples of foundation soils by a member of Benesch's professional engineering staff.
      ii. Classification of typical soil types in accordance with ASTM D 2487, Standard Test Method for Classification of Soils for Engineering Purposes.
      iii. Moisture content and dry density of selected undisturbed samples of cohesive soil. These data correlate with the strength and compressibility of the soils. High moisture content and low density usually indicate low strength and high compressibility.
      iv. Unconfined compression tests and triaxial compression tests on representative samples of clayey foundation soils. The unconfined compression tests will be performed in accordance with ASTM D 2166, Standard Test Method for Unconfined Compressive Strength of Cohesive Soil. The triaxial tests will be performed in accordance with ASTM D 4767, Standard Test Method for Consolidated-Undrained Triaxial Compression Test on Cohesive Soils. The unconfined and triaxial data are used to determine the bearing capacities of foundation soils and the safe slopes of excavations.
      v. The unconfined compressive strength of bedrock core samples will be determined in accordance with ASTM D 7012, Standard Test Method for Unconfined Compressive Strength and Elastic Moduli of Intact Rock Core Specimens under Varying States of Stress and Temperatures.
      vi. Plasticity characteristics of air-dried samples of representative samples of soils performed in accordance with ASTM D 4318, Standard Test Method for Liquid Limit, Plastic, Limit, and Plasticity Index of Soils.
      vii. Sand content and determination of the distribution of particle sizes in select samples of soils according to ASTM D 422, Standard Test Method for Particle Size Analysis of Soils.
4. Foundation Investigation Report
   a. The field and laboratory data that would be included in the geotechnical engineering report are as follows:
      i. Boring logs.
      ii. RQD of bedrock core samples obtained.
      iii. Density and moisture content of undisturbed soil samples.
      iv. Unconfined compressive strengths of selected samples of foundation soils.
      v. Unconfined compressive strengths of selected samples of bedrock foundation materials.
      vi. Geology:

1. Depth to groundwater--if encountered.
2. Summary of surface and subsurface conditions at the site.

vii. Soil classification chart and tables listing the criteria used to describe various soil properties.
viii. Soil classification test data.

b. Benesch's geotechnical engineering report will include the following information:
   i. Alternative deep foundation systems (namely drilled shafts and H-pile) that would be appropriate for consideration given the subsurface conditions encountered at the site.
   ii. Skin friction and end bearing of a drilled shaft/ rock socket foundation system.
   iii. Method of installation of a drilled shaft/ rock socket foundation system.
   iv. Depth of penetration required for H-piles to obtain desired bearing.
   v. Material properties (based on technical correlations for soil types and either consistencies of cohesive soils or densities of granular soils) for input into LPile.
   vi. Recommendations for utilizing pile points.
   vii. Pile driving hammer recommendations.
   viii. Frost depth requirements for the foundation system.
   ix. Recommended types of fill and backfill materials and compaction requirements.
   x. Active, passive, and at-rest earth pressures for use in design of retaining and building walls.
   xi. Recommendations for drainage of foundation and retaining walls.
   xii. It is assumed that recommendations on seismic site classification at this location are not required.

Task 1 Deliverable(s):

1. Legal Descriptions, ROW/TCE Exhibits (as needed) (PDF)
2. Foundation Investigation Report (PDF)

Task 2 – Preliminary Design | The supplemental preliminary design tasks are subsequently described (with additional details shown in attached Benesch contract document "Exhibit A – Supplemental Manhour-Fee Proposal").

1. Preliminary Design (Roadway)
   a. Preliminary plans will be developed at a scale of 1"=50' showing contours at 2' intervals, property lines, utilities, and existing topographic features including:
      i. Approach Sidewalk Details
      ii. Grading Details & Roadway Cross Sections
      iii. Summary of Quantities & General Notes
   b. Prepare preliminary submittal, including plans, quantities and estimate, and QC/QA of submittal.
   c. Internal project team meetings (4)
2. Preliminary Design (Structure)
   a. Supplemental bridge rehabilitation scope tasks, as discussed between the City and the Consultant include:
      i. Removal & widening of structure abutments and piers, including additional piling
      ii. Adding a prestressed concrete I-girder line to the superstructure, including bearing pad design
      iii. Potential modification to or addition of slope protection
      iv. Potential adjustment to or accommodations of the small trail retaining wall to facilitate construction
   b. Prepare preliminary submittal, including plans, quantities and estimate, and QC/QA of submittal.
   c. Internal project team meetings (4) (in conjunction with Roadway, see Task 2.1.c)

Task 2 Deliverable(s):

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

Task 3 – Final Design | The supplemental final design tasks are subsequently described (with additional details shown in attached Benesch contract document "Exhibit A – Supplemental Manhour-Fee Proposal").

1. Final Plans (Roadway)
    a. Supplemental final plans shall consist of the information in the preliminary plans, with comments from the City addressed, plus the following:
        i. Finalize Engineer's Opinion of Probable Cost
        ii. Assemble Final Plans and provide QC/QA
2. Final Plans (Structure)
    a. Supplemental final plans shall consist of the information in the preliminary plans, with comments from the City addressed, plus the following:
        i. Finalize quantities and Engineer's Opinion of Probable Cost
        ii. Assemble Final Plans and provide QC/QA
3. Final Sealed Plans (Roadway and Structure)
    a. Sealed and signed plans shall consist of the information in the final plans, with comments from the City addressed, plus the following:
        i. Final Engineer's Opinion of Probable Cost
        ii. Estimated time required to complete construction

Task 3 Deliverable(s):

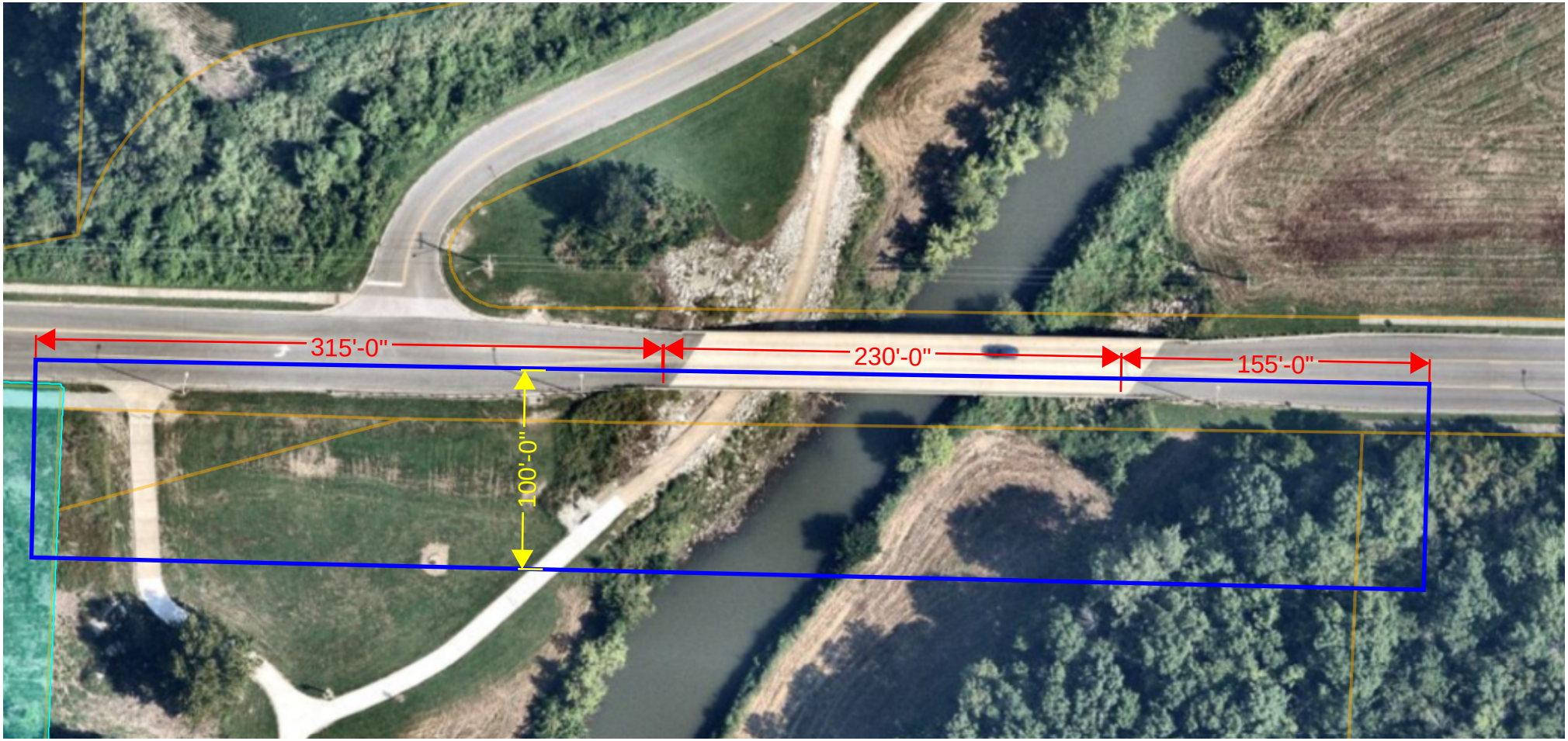
1. Final Plans (Signed/sealed, PDF)
2. Final Engineer's Opinion of Probable Cost (PDF)

ASSUMPTIONS/EXCLUSIONS

1. No project manual, specifications, job special provisions, or bid documents are included in this Scope of Services.
2. All project details/sheets shall be created using MicroStation and shall adhere to MoDOT Detailing Standards, where applicable.
3. Unless otherwise noted in the task description, all project-related meetings are assumed to be virtual.
4. No hydrology and/or hydraulic analysis, public engagement/involvement, bidding support, structure load rating, ROW negotiation, or construction inspection services are included in this Scope of Services.
5. No utility relocation design services are included in this Scope of Services. Any required relocations shall be designed and conducted by the appropriate utility owner or their representative. Effort related to the coordination with respective utility owners is limited to the hours shown in "Exhibit B (TO1D) – Scope of Services, RD Mize over Little Blue River Bridge Rehabilitation" in the original contract.

SE Site #4 – 2125031 – R D Mize Rd over Little Blue River

Survey Limits



Alfred Benesch & Company
4551 W. 107th Street, Suite 250
Overland Park, Kansas 66207
www.benesch.com
P 913-441-1100

March 27, 2026

Mr. Alex Lopez, PE | City Engineer
City of Independence, Missouri
Municipal Services
20201 E Jackson Drive
Independence, Missouri 64057

Subject: **Supplemental Letter Agreement – Kentucky Ave Bridge Replacement**
MoDOT RER Services & Construction Inspection

Mr. Lopez:

This document serves as a SUPPLEMENTAL LETTER AGREEMENT between the City of Independence, Missouri, Municipal Services (the City) and Alfred Benesch & Company (Benesch). This SUPPLEMENTAL LETTER AGREEMENT serves as a work authorization under the terms and agreement prescribed in the contract documents for the Kentucky Avenue Bridge Replacement (City Project No. 542601-4) between Independence and Benesch. At the request of Independence, Benesch prepared this SUPPLEMENTAL LETTER AGREEMENT for the federal funding conformance and construction inspection services of the Kentucky Avenue Bridge over Rock Creek.

The scope of this SUPPLEMENTAL LETTER AGREEMENT covers the MoDOT Request for Environmental Review (RER) services, including project bid package preparation, Engineering Support during Bidding, and Construction Inspection services. Please refer to the attached exhibit for further details on the scope of this SUPPLEMENTAL LETTER AGREEMENT.

The General Terms and Conditions of the base contract (City Project No. 542601, Executed 11/21/2025) apply to this SUPPLEMENTAL LETTER AGREEMENT. If the City requests additional services beyond the scope prescribed in this SUPPLEMENTAL LETTER AGREEMENT, Benesch will coordinate with the City to determine a mutually agreed upon supplement.

Benesch's Time and Material, not-to-exceed, fee for Supplemental #1 is $166,400. Benesch will invoice monthly based on the actual man hours used. Execution of this SUPPLEMENTAL LETTER AGREEMENT will increase the not-to-exceed contract value to **$532,500** as shown in the table below. Table 1 summarizes the finances of the overall project. The row shown in red pertains to the scope of services included with this SUPPLEMENTAL LETTER AGREEMENT.

Table 1 – Financial Summary of Project

Contract Title/Description	Date Executed	Contract Amount	Running Total	Status
Base (Bridge Replacement Design)	11/21/2025	$366,100	$366,100	Completed
Supplemental #1 (MoDOT RER, Bidding Support, Construction Inspection)	TBD	$166,400	$532,500	Pending

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

Respectfully,

Jarrod Russell

Jarrod Russell, P.E.
Project Manager | Associate

Enclosure
CC:
Mr. Christopher Harker, PE

Approved by City of Independence, Missouri

_____
Authorized Signature

_____
Date

Classification	QC	PM2	SPE	PE2	PE1	ST	D2	TOTAL COST
Billing Rate	$235.00/hr.	$205.00/hr.	$195.00/hr.	$170.00/hr.	$150.00/hr.	$153.00/hr.	$140.00/hr.	
Federal Funding Design Supplement - Kentucky Ave over Rock Creek (S022B21) Replacement								
Task 1: MoDOT Request for Environmental Review (RER) Services								
Project Site Visit (Max 2, includes travel time)		6 hrs.					6 hrs.	$2,070
MoDOT RER Services								
Farmland Impact		2 hrs.						$410
Floodplain/Regulatory Floodway		2 hrs.			4 hrs.			$1,010
Land Disturbance/Stormwater		2 hrs.						$410
FEMA/SEMA Buyout		2 hrs.						$410
Socioeconomic Impact		4 hrs.						$820
T&E Species								
Desktop Review & Documentation				8 hrs.				$1,360
Site Visit & Field Survey				8 hrs.				$1,360
T&E Species Report				24 hrs.				$4,080
Report QA/QC	4 hrs.	2 hrs.		4 hrs.				$2,030
Migratory Birds		4 hrs.						$820
Hazardous Waste Impact		2 hrs.						$410
Wetland Impact (Section 404/401)		4 hrs.						$820
Noise Impact		2 hrs.						$410
Cultural Resources Impact (Section 106/Historic 4f)		4 hrs.						$820
Public Land Impact		2 hrs.						$410
Other		16 hrs.						$3,280
Plan Updates per MoDOT Environmental Review		8 hrs.			8 hrs.			$2,840
MoDOT LPA Coordination Meetings (Max 8, Virtual)	4 hrs.	8 hrs.		8 hrs.			8 hrs.	$5,060
Load Rating and SI&A Form		2 hrs.		8 hrs.			16 hrs.	$4,010
MoDOT PS&E & Bid Package Preparation and Submittal	2 hrs.	16 hrs.		40 hrs.				$10,550
Address MoDOT PS&E Comments	2 hrs.	4 hrs.		8 hrs.			8 hrs.	$3,770
City Coordination Meetings (Max 4, Virtual)	2 hrs.	4 hrs.		4 hrs.			4 hrs.	$2,530
MANHOUR SUBTOTAL	14 hrs.	96 hrs.	0 hrs.	112 hrs.	12 hrs.	0 hrs.	42 hrs.	276 hrs.
LABOR SUBTOTAL	$3,290	$19,680	$0	$19,040	$1,800	$0	$5,880	$49,690

Direct Costs	
Mileage (Estimated 108 Miles @ $0.725/mi)	$78
DIRECT COST SUBTOTAL	$78

Task 2: Engineering Support during Bidding & Construction								
Attend Pre-Construction Meeting (Max 1, In-Person)		3 hrs.						$615
Address RFIs		6 hrs.		12 hrs.			4 hrs.	$3,830
Review Contractor Submittals (limited to hours shown)		4 hrs.		32 hrs.			8 hrs.	$7,380
Prepare Record Drawings Based on Contractor/City Redlines		2 hrs.		4 hrs.			16 hrs.	$3,330
Project Management, Coordination & Correspondence	4 hrs.	8 hrs.						$2,580
MANHOUR SUBTOTAL	4 hrs.	23 hrs.	0 hrs.	48 hrs.	0 hrs.	0 hrs.	28 hrs.	103 hrs.
LABOR SUBTOTAL	$940	$4,715	$0	$8,160	$0	$0	$3,920	$17,735

Direct Costs	
Mileage (Estimated 54 miles @ $0.725/mi)	$39
DIRECT COST SUBTOTAL	$39

Task 3: Construction Inspection Services								
Project Start-Up	2 hrs.			8 hrs.				$1,830
Attend Pre-Construction Meeting (Max 1, In-Person)	3 hrs.							$705
Pay Requests	4 hrs.							$940
On-Site Construction Observation & Documentation	16 hrs.			420 hrs.				$75,160
Materials Testing	1 hrs.			64 hrs.				$11,115
Change Orders	1 hrs.			2 hrs.				$575
Review As-Built Drawings	1 hrs.			1 hrs.				$405
Substantial Completion Inspection	2 hrs.							$470
Project Closeout	2 hrs.			8 hrs.				$1,830
Project Management & Administration	8 hrs.							$1,880
MANHOUR SUBTOTAL	40 hrs.	0 hrs.	0 hrs.	503 hrs.	0 hrs.	0 hrs.	0 hrs.	543 hrs.
LABOR SUBTOTAL	$9,400	$0	$0	$85,510	$0	$0	$0	$94,910

Direct Costs	
Lab Testing	$1,700
Mileage (Estimated 3100 Miles @ $0.725/mi)	$2,248
DIRECT COST SUBTOTAL	$3,948

SUMMARY OF COSTS		
Task 1: MoDOT Request for Environmental Review (RER) Services	276 hrs.	$49,690
Task 2: Engineering Support during Bidding & Construction	103 hrs.	$17,735
Task 3: Construction Inspection Services	543 hrs.	$94,910
Direct Costs		$4,065
Total Project Cost =		**$166,400**

Notes/Clarifications:
(1) All labor rates assume project is completed within 2026 calendar year. If project extends beyond 2026 for any reason other than requested by Benesch, a change in rates and outstanding project tasks shall be negotiated through a supplement.

Exhibit B
Supplemental Scope of Services
Kentucky Ave Bridge Replacement

PROJECT BACKGROUND

This federal funding conformity and construction inspection services project includes the engineering design, support, and on-site inspection services for the final design and construction of the Kentucky Avenue Bridge over Rock Creek, referred to as the "Project".

This scoping document is intended to provide clarification and details of the project scope and hours provided in Exhibit A. Alfred Benesch & Company (Benesch/Consultant) shall furnish and perform, for the City of Independence (City), the aforementioned professional duties and services required for the design and construction support of the Project in accordance with the current City Ordinances. Additionally, Benesch will provide the following documents pertaining to the 100% Design Package and MoDOT Request for Environmental Review (RER) to meet the requirements of federal funding for Local Public Agency (LPA) projects.

The consulting terms and conditions are included with this scoping document and are considered part of the master contract document between the City and Benesch. Scoping details and exclusions, mentioned in contract documents, are considered to apply to the Consultant as a whole.

SCHEDULE

The project duration is assumed to consist of three concurrent phases – (1) MoDOT Request for Environmental Review; (2) Engineering Support during Construction; and (3) Construction Inspection Services. MoDOT RER document preparation and submittal will begin immediately upon Notice to Proceed (NTP). Given the uncertain nature of review/feedback from MoDOT Environmental staff, a formal schedule associated with the RER process is not feasible however the Consultant shall submit documentation and deliverables with a Fall 2026 construction timeline in mind. Pre-construction tasks are assumed to begin in September 2026. Construction is anticipated to begin in October 2026 and last for sixty (60) working days, per the contract documents.

PROJECT TASKS

Task 1 – Federal Funding Conformance | Documentation and submittals required to meet MoDOT RER and bring project into federal funding conformance will be provided by Benesch. Benesch will provide the following documents pertaining to the 100% Design Package and MoDOT RER to meet the requirements of federal funding for Local Public Agency (LPA) projects. Effort related to each subtask below is limited to the hours shown in the attached Benesch contract document "Exhibit A – Manhour-Fee Proposal".

1. Project Site Visits
    a. A maximum of two (2) site visits will be performed by members of the design team to photograph site conditions and facilitate MoDOT RER documentation/submittals.
2. MoDOT RER Services
    a. Farmland Impact
        i. The Consultant shall submit required documentation to MoDOT RER Portal per MoDOT EPG 136.6.4.11 to assess the project for the potential conversion of farmland to non-farming purposes.
        ii. Project is in an urbanized area, per the US Census Bureau, so is assumed to not be subject to the Farmland Protection Policy Act.

b. Floodplain/Regulatory Floodway
    i. Utilizing the City Floodplain Development Permit and No Rise certificate prepared as part of the original design contract, the Consultant shall submit required documentation to the MoDOT RER Portal.
c. Land Disturbance and Stormwater
    i. The Consultant shall submit required documentation to the MoDOT RER portal per MoDOT 136.6.4.8 and 136.6.4.9 to ensure compliance with Missouri's Department of Natural Resources (MDNR), the Clean Water Act, and Missouri's Clean Water Law.
    ii. Proposed construction limits are under 1 acre so no NPDES land disturbance permit from MDNR is anticipated.
d. FEMA/SEMA Buyout
    i. The Consultant shall submit required documentation to the MoDOT RER portal per MoDOT EPG 136.6.4.7 to ensure no properties impacted by the project will fall within FEMA/SEMA's conditions as "flood-damaged property" affected by the Great Flood of 1993.
e. Socioeconomic Impact
    i. The Consultant shall submit required documentation to the MoDOT RER portal per MoDOT EPG 136.6.4.12 to ensure project compliance with Title VI of the Civil Rights Act of 1964 and Executive Order (EO) 12898 on Environmental Justice.
    ii. Any social media/public involvement activities required by MoDOT to satisfy this task are assumed to be posted by the City. Effort shown in Exhibit A is assumed for Benesch to assist the City in preparing language/content for one (1) social media post or city website update.
f. Threatened & Endangered Species
    i. The Consultant shall submit required documentation to the MoDOT RER portal per MoDOT EPG 136.6.4.5 to identify potential impacts to rare plants, animals, critical habitat, and natural communities.
    ii. Based on past MoDOT LPA projects, a site visit, species survey, and formal report shall be completed to satisfy this task.
g. Migratory Birds
    i. The Consultant shall submit required documentation to the MoDOT RER portal per MoDOT EPG 136.6.5.3 to identify potential impacts to the nesting of bird species protected by the Migratory Bird Treaty Act of 1918 (MBTA) while conducting the bridge replacement.
    ii. A site visit, species survey, and formal report shall be conducted simultaneously and combined with the T&E Species Report in Task 1.f.
h. Hazardous Waste Impact
    i. The Consultant shall submit required documentation to the MoDOT RER portal per MoDOT EPG 136.6.4.10 to identify any properties impacted by the project that are classified as hazardous, non-hazardous, and/or solid waste sites.
i. Wetland Impact (Section 404/401)
    i. Utilizing the USACE Nationwide 404 permit prepared as part of the original design contract, the Consultant shall submit required documentation to the MoDOT RER Portal.
    ii. It is assumed that the USACE shall conduct their own wetland delineation as part of Section 404 approval. No wetland delineation performed by the Consultant is included.
j. Noise Impact
    i. The Consultant shall submit required documentation to the MoDOT RER portal per MoDOT EPG 136.6.4.13 to ensure the project adheres to MoDOT's FHWA-approved noise policy.
k. Cultural Resources Impacts (Section 106/Historic 4f)
    i. The Consultant shall submit required documentation to the MoDOT RER portal per MoDOT EPG 136.6.4.1 to ensure the project complies with Section 106 of the National Historic Preservation Act (NHPA) of 1966, and 136.6.4.2 to ensure the project complies with Section 4(f) of the U.S. Department of Transportation Act of 1966.

ii. It is assumed that formal archaeological survey is not required.

l. Public Land Impact
   i. The Consultant shall submit required documentation to the MoDOT RER portal per MoDOT 136.6.4.2.2 to ensure the project complies with Section 4(f) (for Public Lands) of the U.S. Department of Transportation Act of 1966.

m. Other
   i. The Consultant shall submit required documentation to the MoDOT RER portal not identified or excluded as part of this scope of services but requested from MoDOT or the City to meet federal funding conformance, limited to the hours shown in Exhibit A.

3. Plan Updates per MoDOT Environmental Review: The Consultant shall update project construction plans per specific requests resulting from the MoDOT RER process. These updates shall be limited to informational/graphical in nature; no changes to design are assumed or included.
4. MoDOT LPA Coordination Meetings: The Consultant shall meet virtually with the assigned MoDOT LPA Manager to discuss MoDOT RER requirements and review comments as necessary. It is assumed that a maximum of eight (8) meetings, lasting one (1) hour each, will be required.
5. Load Rating & SI&A Form: As required by MoDOT for federal funding, complete and submit a sealed load rating for the proposed structure, using design construction plans, a Structure Inventory & Appraisal (SI&A) form with relevant SNBI data Points. No modifications to the load rating model or SI&A are included for any changes that may occur during construction.
6. MoDOT PS&E and Bid Package: The Consultant shall prepare project specifications and bid package for the materials, work, and procedures by this project in conformance with MoDOT LPA Manual and City standards. This work includes the preparation and submittal of the MoDOT PS&E Checklist.
7. Address MoDOT PS&E Comments: The Consultant shall update project plans, specifications, bid package, and/or estimate per MoDOT comments. Effort is limited to hours shown in Exhibit A.
8. Project Team Meetings with the City: The Consultant shall meet with Independence a maximum of eight (8) times to discuss project updates related to RER/federal conformance tasks. Meetings assumed to be virtual and no longer than one (1) hour each.

Task 1 Deliverable(s):

1. Submittal documents/sections to MoDOT's RER Portal (PDF copies, unless otherwise noted):
   a. Farmland Impact
   b. Floodplain/Regulatory Floodway
   c. Land Disturbance and Stormwater
   d. FEMA/SEMA Buyout
   e. Socioeconomic Impact
   f. Threatened & Endangered Species
      i. T&E Species Survey Report (PDF)
   g. Migratory Birds
      i. Survey report included with Item 1.f.i
   h. Hazardous Waste Impact
   i. Noise Impacts
   j. Cultural Resources Impacts (Section 106/Historic 4f)
   k. Public Land Impacts
2. Load Rating (Excel) & SI&A Forms (PDF)
3. Project Specifications, Bid Package, and Estimate (PDF, in conformance with MoDOT LPA Manual)
4. Sealed Bid Plans (PDF, in conformance with MoDOT LPA Manual)

Task 2 – Engineering Support during Construction | The project will begin with shop drawing review and support will persist through the completion of construction. Effort related to each subtask below is limited to the hours shown in the attached Benesch contract document "Exhibit A – Manhour-Fee Proposal".

1. Pre-Construction Meeting (assume in-person)
    a. Note this task is specific to the Project Manager and/or Lead Designer, not Construction staff.
2. Address RFIs
3. Shop Drawing Review
4. Prepare Record Drawings from Contractor/City Redlines

Task 2 Deliverable(s):

1. Reviewed Shop Drawing Submittals (PDF)
2. As-Built/Record Drawings (PDF) (if necessary)

Task 3 – Construction Inspection Services | The construction inspection tasks are subsequently described (with additional details shown in attached Benesch contract document "Exhibit A – Manhour-Fee Proposal".

1. Part-Time Construction Observation
    a. Benesch will provide an inspector that will be available an expected average of 6 hours per day, including travel time. Benesch level of effort is based on a fourteen (14) week project duration (one week for pre-construction activities, 12 weeks for construction activities, one week for post-construction activities) and for budgeting is expected to be 30 hours per week for a construction representative. Responsibilities of the construction observer will include the following:
        i. Keep a daily log with daily photos and documentation of construction activities.
        ii. Track rain days.
        iii. Take photos before, during, and after the project.
        iv. Attend regularly scheduled construction progress meetings.
        v. Perform onsite construction inspection services as required.
        vi. Review Contractor requested Pay Estimates and Change Orders.
        vii. Keep a marked-up copy of the plans for as-builts (electronic or hardcopy).
        viii. Deliverables will include data related to the project as developed in the above tasks (electronic or hardcopy).
2. Materials Testing
    a. Benesch will utilize a certified testing agency/vendor to provide materials testing in the field and laboratory. This consists of concrete testing in the field to include slump, air, unit weight, and casting cylinders. Lab testing will include compression testing of concrete cylinders, limited to the concrete deck pour only.

NOTE

Due to the Consultant having very little control over construction project schedule, duration, or volume requests for our services, we are making our best estimate for the magnitude of effort needed over the assumed construction project schedule for the above scoped items of work. The Consultant is committed to working alongside the City and adjusting our services as needed to best meet the project needs within the bounds of the available budget. **The Consultant shall discontinue services upon completion of the scope of work or upon reaching the limits of the contract fee, whichever occurs first. If necessary, the Consultant shall continue with services pending future executed Supplements approved by the City.**

ASSUMPTIONS/EXCLUSIONS

1. Unless otherwise noted in the task description, all project-related meetings are assumed to be virtual.
2. No utility relocation, geotechnical investigations, ROW, traffic control, or erosion control efforts are included in this Supplemental Scope of Services.
3. Effort related to the RER submittal documents is limited to the hours shown in "Exhibit A – Manhour-Fee Proposal". If additional surveys and/or documentation are requested by MoDOT, the Consultant shall prepare for the City's review and approval a Supplemental Scope of Services for the requested item(s).
4. No additional services are included or implied by this Supplemental Scope of Services. If tasks are not specifically listed, then they are excluded.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to issue a purchase order to SHEDIGS IT, LLC for an amount not to exceed $250,953, and authorizing change orders up to ten percent (10%) of the authorized amount, for stormwater repairs at 1716 Rogers Street as part of the Emergency Stormwater Project (No. 131802).

Recommendations:

Council approval is recommended.

Background:

Approval of this item will issue a purchase order in the amount of $250,953 to SHEDIGS IT, LLC to make necessary repairs to failed piping at 1716 Rogers Street, which has resulted in the formation of a sinkhole. This project will replace the existing corrugated metal pipe with approximately 200 feet of 48-inch diameter High Density Polyethylene (HDPE) conduit, reinforced concrete inlets, a new concrete driveway, street cut and patch, and site restoration. The pricing for these services comes from a cooperative contract with Johnson County, Kansas (No. 2023-045).

Purchases under cooperative agreements are authorized by Section 8.06.004, Paragraph 5, of the Independence City Code, which states that when cooperative bids or contracts are used, they will first have been established pursuant to generally accepted governmental purchasing practices.

A ten percent (10%) contingency for future minor change orders is included as part of this request.

This is a budgeted capital expense.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $276,048, including a 10 percent (10%) contingency. Funding for the Emergency Stormwater Project (No. 131802) is included in the Fiscal Year 2025-2026 adopted budget, on page number 241, in account number 131802-C-0587058-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 2023-045 On_Call Infrastructure Repairs Final Contract Renewal No. 2 - (SheDigsIt)
2. Scope of Services - SHEDIGS IT, LLC - 1716 Rogers - Emergency Project - No. 131802
3. 1716 N Rodgers Exhibit Map

JOHNSON COUNTY KANSAS
111 S. Cherry, Suite 2400
Olathe, Kansas 66061
Ph: 913-715-0525

MODIFICATION OF CONTRACT
JOHNSON COUNTY, KANSAS

1. Contract Renewal No. 2

   Effective Date: 1/01/2026

2. Contract No.: 2023-045

   Effective Date: 1/01/2024

3. Purchasing Administrator: Nicole Averell

   Telephone Number: 913.715.0595

   E-Mail: nicole.averell@jocogov.org

4. Issued By:
   Johnson County, Kansas
   Financial Management and Administration,
   Purchasing Division
   County Administration Building
   111 South Cherry Street, Suite 2400
   Olathe, KS 66061-3486
   913-715-0525

5. Contractor-Name and address:

   SheDigsIt, L.L.C.
   Sheri Gerstner
   600 SE Central Drive
   Blue Springs, MO 64014
   shedigsit@yahoo.com

6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the written modification. A final copy will be available when all signatures are obtained and should be attached to the original contract.

7. DESCRIPTION OF MODIFICATION:

Pursuant to Paragraph 8.15 of the above-referenced Contract, the County hereby exercises its option to renew for a twelve (12) month period, with an effective date of 1/01/2026 and ending on 12/31/2026 (Renewal No. 2 of 4). The parties agree that all other terms and conditions of the Contract shall remain in full force and effect.

Billing Rates & Percentage Markups for this renewal term are attached for reference.

8. Contractor's Signature

Cheryl Gerstner
Cheryl Gerstner (11/21/2025 09:29:04 CST)

Name

Operating Manager

Title

11/21/2025

Date

9. Johnson County, Kansas

By:

Robin Lynch (11/24/2025 09:51:14 CST)

Purchasing Manager

This day 11/24/2025

10. Distribution:

Original - Bid File
Copies - Departments as applicable

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS SHEDIGSIT, LLC SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS			
Form 6 Cost Proposal Labor & Markups	**BILLING RATE ($/Hr)[1]** **Initial Contract Term (2024), Renewal No. 1 (2025) & Renewal No. 2 (2026)**		
Table 6-1 Labor Billing Rates **Management, Supervision, Engineering:**	**Regular**	**Overtime[2]**	**Premium[3]**
Project Manager/Project Engineer	$ 98.00	$ 118.00	$ 155.00
Project Supervisor/Superintendent	$ 87.00	$ 99.00	$ 120.00
Foreman	$ 72.00	$ 93.00	$ 116.00
Documents Coordinator	$ 32.00		
Restoration/Landscape Project Manager / Project Engineer	$ 70.00	$ 105.00	$ 140.00
Restoration/Landscape Project Supervisor/Superintendent	$ 70.00	$ 105.00	$ 140.00
Restoration/Landscap Foreman	$ 70.00	$ 105.00	$ 140.00
Construction Trades:			
Equipment Operator	$ 70.00	$ 90.00	$ 117.00
Apprentice	N/A	N/A	N/A
Laborer	$ 60.00	$ 81.00	$ 102.00
Truck Driver/Hauler/Teamster	$ 64.00	$ 86.00	$ 110.00
Restoration/Landscape Laborer	$ 60.00	$ 90.00	$ 120.00

[1]Refer to RFP General Requirements, Measurement and Payment for what is included in the Billing Rates

[2]Defined as hours in excess of regular daily or weekly work hours - not reimbursable unless negotiated in advance with JCW

[3]Premium rates are defined as emergency or holiday hours, and must be pre-approved by JCW

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS	
SHEDIGSIT, LLC SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS	
Contract Markups: **Table 6-2 - Overhead & Profit[1]**	**Initial Term (2024), Renewal No. 1 (2025) & Renewal No. 2 (2026)**
Subtotal 1: Less than $100,000	22%
Subtotal 1: $100,001 - $500,000	20%
Subtotal 1: $500,001+	18%
Table 6-3 - General Contractor Markup on Subcontractor Work[2]	
Line F:	10%
Table 6-4 - Bonds & Insurance[3]	
Subtotal 4: Less than $100,000	3.0%
Subtotal 4: $100,001 - $500,000	2.0%
Subtotal 4: $500,001+	2.0%
Table 6-5 - Johnson County Purchasing Card Charges[4]	
Decimal Percent Charge for Use of P-Card	N/A

[1]Markup shall be multiplied by Subtotal 1. Subtotal 1 is defined as the cost of wastewater equipment, materials incorporated into the work, contractor's labor, and contractor's equipment costs to perform the work. This does not include markups on subcontractor or preferred subcontractor work.

[2]Markup shall be multiplied by the sum of the costs of all subcontractors on the project (both Preferred Subcontractors and other subcontractors).

[3]Markup shall be multiplied by Subtotal 4, which is defined as the sum of Subtotals 2 and 3.

[4]For small expenditures (generally under $10,000), JCW may elect to pay by Purchasing Card (P-Card). If your firm charges a markup for P-Card use, it must be documented here. If your firm does not, mark 0%.

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS							
SHEDIGSIT, LLC SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS							
Form 7 - Equipment	**BILLING RATE[1]**						
	Initial Contract Term (2024), Renewal No. 1 (2025) & Renewal No. 2 (2026)						
Table 7-1 Contractor's Equipment Billing Rates							
EQUIPMENT TYPE AND SIZE	**Mobilization Charge**	**Hourly Active**	**Daily Active**	**Weekly Active**	**Weekly Standby**	**Monthly Active**	**Monthly Standby**
Large Excavator (greater than 45,000 lbs)	$ 750.00	$ 94.00	$ 752.00	$ 3,760.00	$ 1,880.00	$ 15,040.00	$ 7,520.00
Medium-Sized Excavator (20,000 lbs to 45,000 lbs)	$ 600.00	$ 68.00	$ 544.00	$ 2,720.00	$ 1,360.00	$ 10,880.00	$ 5,440.00
Small Excavator (20,000 lbs or less)	$ 500.00	$ 42.00	$ 336.00	$ 1,680.00	$ 840.00	$ 6,720.00	$ 3,360.00
Lull/Telehandler/Shooting Boom Forklift (8,000 lbs to 9,000 lbs)	$ 500.00	$ 60.00	$ 480.00	$ 2,400.00	$ 1,200.00	$ 9,600.00	$ 4,800.00
Skid Loader (bobcat)	$ 200.00	$ 50.00	$ 400.00	$ 2,000.00	$ 1,000.00	$ 8,000.00	$ 4,000.00
Dump Truck (Tandem Axle)	$ 100.00	$ 28.00	$ 224.00	$ 1,120.00	$ 560.00	$ 2,240.00	$ 1,120.00
Track Loader	$ 750.00	$ 97.00	$ 776.00	$ 3,880.00	$ 1,940.00	$ 15,520.00	$ 7,760.00
Rubber Tire Backhoe	$ 300.00	$ 44.00	$ 352.00	$ 1,760.00	$ 880.00	$ 7,040.00	$ 3,520.00
Wheel Loader	$ 300.00	$ 44.00	$ 352.00	$ 1,760.00	$ 880.00	$ 7,040.00	$ 3,520.00
Pump with Generator	N/A	$ 40.00	$ 320.00	$ 1,600.00	$ 800.00	$ 6,400.00	$ 3,200.00
Pickup with Tools	N/A	$ 12.00	$ 96.00	$ 480.00	$ 240.00	$ 1,920.00	$ 960.00
Truck (2 ton or equal)	N/A	$ 32.00	$ 256.00	$ 1,280.00	$ 640.00	$ 5,120.00	$ 2,560.00
Trailer	N/A	$ 9.00	$ 72.00	$ 360.00	$ 180.00	$ 1,440.00	$ 720.00
Air Compressor and Jackhammer	N/A	$ 30.00	$ 240.00	$ 1,200.00	$ 600.00	$ 4,800.00	$ 2,400.00
Trench Shoring	N/A	$ 20.00	$ 160.00	$ 800.00	$ 400.00	$ 3,200.00	$ 1,600.00

[1]Refer to RFP General Requirements, Section 4 - B.3 - Measurement and Payment, for a list of all that is included in Contractor Equipment Rates.

RFP 2023-045 JCW ON-CALL WASTEWATER SEWER COLLECTION INFRASTRUCTURE REPAIRS		
SHEDIGSIT, LLC SCHEDULE OF BILLING RATES & PERCENTAGE MARKUPS		
Table 8-1 - Call Out Fee Cost Structure Rates **Callout Timeframe**	**Call Out Fee** **Initial Term (2024), Renewal No. 1 (2025) & Renewal No, 2 (2026)**	
Called out during a normal work shift, immediate response[1]	$	400.00
Called out after normal work shift[2]	$	750.00
Called out during the weekend[3]	$	1,000.00
Call out during a Holiday[4]	$	1,500.00

[1]Contractor normal work shift is defined as Monday, Tuesday, Wednesday, Thursday, Friday from 8:00 am – 5:00 pm. This fee only applies if Contractor work crew is required to pull off an active job during a normal work shift to respond and mobilize to an unplanned or emergency project. A notification during Contractor's normal workday that can be scheduled to fit into the Contractor's work schedule will be billed under the standard Time & Material rates and no Call-Out fee will be applied.

[2]This fee applies when Contractor is required to respond and mobilize to a new unplanned project site after the workday is over, or immediately after the shift ends, or on a non-workday.

[3]This fee applies when Contractor is required to respond and mobilize outside of the normal work week (Friday after 5:00 pm through Monday at 8:00 am)

[4]This fee applies when Contractor is required to respond and mobilize

SDI
SHE DIGS IT, LLC
Utilities / Plumbing / Excavation
600 SE Central Drive, Blue Springs, MO 64014 816-295-1100 Phone 816-295-1627 FAX

3/31/2026

RE: City of Independence – 1716 N Rodgers Emergency Repair

Attn: Ted Martin tmartin@indepmo.org

To whom it concerns,

SDI is pleased to provide pricing for the project above. Let us know if you have any questions or concerns.

Scope of Work and Bid Tab Shown Below:

1716 N Rodgers Independence MO					
Item No.	Item	Quantity	Unit	Unit Cost	Estimated Cost
1	Mobilization / Demobilization	1	LS	$ 6,500.00	$ 6,500.00
2	48" HDPE Installation	200	LF	$ 350.00	$ 70,000.00
3	6x3 Curb Inlet	1	EA	$ 26,000.00	$ 26,000.00
4	6x6 Junction Box	1	EA	$ 26,000.00	$ 26,000.00
5	6x6 Area Inlet	1	EA	$ 26,000.00	$ 26,000.00
6	48" Chainlink fence Replacement	125	LF	$ 85.00	$ 10,625.00
7	Gravel Driveway (3/4" Aggregate)	720	SF	$ 200.00	$ 1,440.00
8	Curb Replacement	70	LF	$ 65.00	$ 4,550.00
9	Curb Throat Replacement	1	EA	$ 1,200.00	$ 1,200.00
10	Tree Removals	2	EA	$ 7,000.00	$ 14,000.00
11	48" HDPE Collar Connection	1	EA	$ 1,500.00	$ 1,500.00
12	Sod	258	SY	$ 16.00	$ 4,128.00
13	6" Concrete Driveway	2025	SF	$ 18.00	$ 36,450.00
14	Street Patch	240	SF	$ 24.00	$ 5,760.00
15	AB3 Street Backfill	120	TN	$ 40.00	$ 4,800.00
16	Slurry Fill Pipe Abandonment	40	CY	$ 300.00	$ 12,000.00
TOTAL COST ESTIMATE					$ 250,953.00

Thank you,

Kris Johnson

Project Manager
C: 816-729-2142 O: 816-295-1100
SHEDIGS IT, LLC
600 SE Central Dr. Blue Springs, MO 64014

Terms and Conditions of proposal:

- Payment Terms: Net 30 – The accepting owner, customer, or buyer is obligated to pay the amount due within 30 days of completion of work based on this proposal. If the proposal is revised or changes in any way, then both parties must be in agreement before beginning work. If the scope of work is altered in any way, then buyer and SheDigs It, LLC must agree to new pricing based on changes of work. See special conditions in the proposal for additional or possible charges that could take place, which the buyer would be responsible for.
- Acceptance required within 30 days of proposal date.
- Acceptance: The person who is signing this agreement is warranting and representing to have the authority to enter into this agreement on behalf of the buyer/owner/customer with SheDigs It, LLC.
- Upon change in scope of work or field conditions, SheDigs It, LLC reserves the right to adjust pricing accordingly and will give the owner or customer notice before continuing work.

By signing this proposal below, I agree to enter into contract with SheDigsIt, LLC for the amount and conditions specified herein this proposal. I am agreeing to all terms and conditions of this proposal and hereby have the authority to enter into this agreement as the buyer or customer:

BUYER (PRINT NAME) _____

BUYER (SIGNATURE) _____

DATE OF ACCEPTANCE _____

Project Location: 1716 N Rodgers

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute the Purchase and Sale Agreement between the City of Independence and Mid-Continent Public Library for the property at 111 E. Maple Ave.

Recommendations:

Council approval is recommended.

Background:

On September 2, 2025, the City Council approved Resolution No. 7164, expressing support for the Mid-Continent Public Library's proposed relocation of its headquarters to a portion of City-owned property located at 111 East Maple Avenue. The resolution authorized the City Manager to initiate discussions with the Library regarding the potential acquisition of the site and to negotiate and execute a Letter of Intent outlining the terms of the proposed property transfer.

On December 15, 2025, the City Council authorized the City Manager to execute the Letter of Intent with MCPL. The Letter of Intent (LOI) outlines preliminary, non-binding terms for the proposed acquisition and development. The LOI does not create any legal obligation for either party to complete the transaction but establishes a framework for further negotiation and due diligence.

This Purchase and Sale Agreement would convey the Property to MCPL for redevelopment under specified conditions, requirements and reversionary protections to ensure the site is developed as proposed.

Providing a portion of the City Hall site to Mid-Continent Public Library (MCPL) at no cost is not a giveaway—it is a strategic reinvestment in the community that produces far greater long-term value than any one-time land sale.

First, MCPL is not a private developer. It is a public institution funded by the same residents who fund the City. Charging another public agency to acquire land would simply move taxpayer dollars from one pocket to another while adding transaction costs, legal complexity, and political friction. Whether the City receives payment or not, the same taxpayers are ultimately footing the bill. Waiving the purchase price allows those funds to be redirected into a better building, more services, and more community benefit.

Second, a modern, expanded library directly increases the value of surrounding City assets. A larger, better-equipped library will draw more visitors, families, and events to the City Hall campus, increasing foot traffic, improving safety through activity, and raising the value of nearby public and private property. The City retains ownership of adjacent land, City Hall,

parking, and surrounding infrastructure—those assets become more valuable when paired with a high-quality civic anchor.

Third, the City gains a long-term civic partner instead of a short-term check. If the City sold the land, the proceeds would be spent once and gone. By contrast, the library's investment produces decades of return and reduce future City costs in areas like public safety, social services, and economic development by strengthening residents and neighborhoods now.

Fourth, the library will invest far more into the site than the land is worth. MCPL will spend millions constructing and maintaining a building, bringing permanent infrastructure, utilities, landscaping and site upgrades—all at no cost to the City. The City is effectively leveraging a small piece of land into a major capital investment without abating taxes, or assuming financial risk.

Fifth, this approach reflects how successful civic campuses are built. Across the country, cities assemble libraries, city halls, community centers and public plazas into unified civic spaces by transferring or sharing land between public entities. The goal is not to maximize land sale revenue—it is to maximize public use, accessibility and long-term community value.

Finally, charging MCPL would create the wrong incentive. Every dollar the library spends buying land is a dollar not spent on children's programs, technology, meeting rooms, senior services, or extended hours. The City would be taxing its own residents twice—once through the City and again through the library district—just to move money between two public entities.

A private developer acquiring this land would almost certainly request tax abatements, infrastructure assistance or other economic development incentives to make a project financially viable. Those incentives would likely exceed the one-time proceeds the City would receive from selling the land, meaning the City would give up the property and still subsidize the project. In contrast, MCPL requires no incentives and delivers a fully funded, high-quality public facility.

In short, this is not about giving something away. It is about converting a small piece of City-owned land into a permanent, high-impact public asset that benefits residents, strengthens the Independence Square and produces returns for decades to come.

For example, Wally's is an estimated $53 million project that was approved for $8.6 million in TIF-reimbursable costs along with sales and use tax exemptions on construction materials. Similarly, the developer of the Hub Shopping Center—a $36 million project—received approval for a total incentive of $12 million through TIF as well as the creation of a Community Improvement District and a Transportation Development District.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. City Hall Purchase and Sale Agreement 2.27.26

PURCHASE AND SALE AGREEMENT

THIS AMENDED PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of *[date]*, by the City of Independence, Missouri, a constitutional charter city and political subdivision under the laws of the State (the "City" and the "Seller"), and Consolidated Library District No. 3, aka Mid-Continent Public Library, a Missouri political subdivision (the "Purchaser"). (Seller and Purchaser are sometimes referred to herein individually as a "Party", and collectively as the "Parties").

RECITALS

WHEREAS, Seller is the owner of the property located at 20201 E Jackson Drive, Independence, Missouri 64057, as further described in **Exhibit A** (the "Property").

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, for the purpose of developing and operating a library district headquarters on the Property as set forth in the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.1. Definitions. In addition to the terms defined above in the introduction and recitals to this Agreement, the following terms when used in this Agreement shall have the meanings set forth in this Section 1.1.

"Business Day" means any day other than a Saturday, Sunday, or federal legal holiday.

"Closing" means the closing of the transactions described in this Agreement, as described in Section 8.1.

"Deposit" has the meaning set forth in Section 3.2(a).

"Due Diligence Period" has the meaning set forth in Section 4.1.

"Reversionary Interest" means the Seller's reversionary rights set forth in Section 5.4.

"Right of First Refusal" means the rights described in Section 5.3.

"Seller Due Diligence Materials" has the meaning set forth in Section 4.2.

"Title Commitment" has the meaning set forth in Section 5.1.

Section 1.2. Rules of Construction. The following rules shall apply to the construction and interpretation of this Agreement:

(a) Singular words shall connote the plural as well as the singular, and plural words shall

connote the singular as well as the plural, and the masculine shall include the feminine, as the context may require.

(b) All references in this Agreement to particular articles, sections, subsections, or clauses (whether in upper or lower case) are references to articles, sections, subsections, or clauses of this Agreement. All references in this Agreement to particular exhibits or schedules (whether in upper or lower case) are references to the exhibits and schedules attached to this Agreement, unless otherwise expressly stated or clearly apparent from the context of such reference.

(c) The headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction, or effect.

(d) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms shall refer to this Agreement, and not solely to the provision in which such term is used.

(e) The terms "include," "including" and similar terms shall be construed as if followed by the phrase "without limitation."

(f) The term "sole discretion" with respect to any determination to be made a Party under this Agreement shall mean the sole and absolute discretion of such Party, without regard to any standard of reasonableness or other standard by which the determination of such Party might be challenged.

(g) Each Party and its counsel have reviewed and revised (or requested revisions of) this Agreement and have participated in the preparation of this Agreement, and therefore any rules of construction requiring that ambiguities are to be resolved against the Party which drafted the Agreement or any exhibits hereto shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto.

ARTICLE II.
THE PROPERTY

Section 2.1. Description of the Property. Subject to the terms set forth in this Agreement and any related documents, at the Closing, Seller shall sell to Purchaser, and Purchaser shall purchase and accept from Seller, all right, title and interest of Seller in and to the Property, with such legal description included hereto as **Exhibit A** to be verified by the Title Company.

ARTICLE III.
PURCHASE PRICE; PRORATIONS

Section 3.1. Purchase Price. The purchase price for the Property is Ten Dollars ($10) (the "Purchase Price"), which shall be paid to Seller, less the Deposit, at Closing.

Section 3.2. Deposit

(a) Upon mutual execution and delivery of this Agreement, Purchaser shall deposit with Seller, the sum of Ten Dollars ($10) (the "Deposit") by wire transfer of immediately available funds.

Nonrefundable. The Deposit shall be nonrefundable to Purchaser, except as otherwise expressly provided in this Agreement, including but not limited to termination due to (i) Seller's default, (ii) Purchaser's

exercise of any right to terminate under a contingency (e.g., title, inspection), or (iii) any other express right of termination set forth herein.

(a) Interest on Deposit. All interest accrued on the Deposit shall be credited to Seller.

(b) Disbursement of Deposit to Seller. At Closing, Purchaser shall receive a credit against the Purchase Price in the amount of the Deposit. If this Agreement is terminated for any reason and Purchaser is not entitled to a refund of the Deposit under an express provision of this Agreement, then Seller shall be entitled to retain the Deposit as full and complete liquidated damages.

(c) Refund of Deposit to Purchaser. If this Agreement is terminated and Purchaser is entitled to a refund of the Deposit, then Seller shall, upon written notice from Purchaser, disburse the Deposit to Purchaser no later than two (2) Business Days after such written notice (with the foregoing obligations of the Parties surviving the termination of this Agreement).

Section 3.3. Payment of Purchase Price. At Closing, Purchaser shall pay to Seller by wire transfer of immediately available funds an amount equal to the Purchase Price, less the Deposit (including any interest accrued thereon, if applicable) which shall be applied as a credit toward the Purchase Price at Closing. The amount payable by Purchaser at Closing shall be subject only to prorations, closing costs, and other adjustments as expressly provided in this Agreement. Purchaser shall not be responsible for any costs or expenses except as specifically set forth herein. Payment of the Purchase Price as adjusted at Closing shall constitute full satisfaction of Purchaser's payment obligations for the Property.

Section 3.4. Prorations. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the Closing Date. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between Seller and Purchaser on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, pro-ration shall be computed on the amount for the preceding year's tax or special assessment. Purchaser shall assume and pay all such taxes and installments of special assessments accruing after the Closing. Seller shall be solely responsible for any and all delinquent taxes or assessments, including penalties and interest, relating to any period prior to Closing.

Section 3.5. Other Costs.

(a) Seller's Transaction Costs. Seller shall not be responsible for any additional costs or expenses not set forth in this Agreement.

Purchaser's Transaction Costs. In addition to the other costs and expenses to be paid by Purchaser as set forth elsewhere in this Agreement, Purchaser shall pay for the following items in connection with this transaction: (i) the fees and expenses incurred by Purchaser in connection with any inspections or other due diligence activities; (ii) all title charges and survey costs, including the premium on the Title Policy, as well as for any updates and reliance letters with respect to any environmental, engineering, zoning and other similar third-party reports (if any) that are included in the Seller Due Diligence Materials (to the extent that Purchaser obtains or requests Seller to obtain such updates or reliance letters); (iii) any sales or similar tax and recording charges payable in connection with the conveyance of the Property; (iv) any mortgage tax, title insurance fees and expenses for any loan title insurance policies, recording charges or other amounts payable in connection with any financing obtained by Purchaser; (v) one-all closing fees and expenses incurred by Purchaser or Seller; (vii) the costs for obtaining any title endorsements and extended coverage to the Title Policy; (vii) the fees and expenses of its own attorneys, accountants, advisors and consultants;

and (viii) all charges for recording and/or filing the deed. All other fees, costs and expenses not expressly addressed in this Section 3.5 or elsewhere in this Agreement shall be paid by Purchaser.

(a) Survival. The Parties' obligations pursuant to the terms and conditions of this Section 3.5 shall survive the Closing and any termination of this Agreement.

ARTICLE IV.
PURCHASER'S DUE DILIGENCE

Section 4.1. Due Diligence Period.

(a) Purchaser shall have a period of thirty (30) days following the execution of this Agreement (the "Due Diligence Period") to complete the Purchaser's due diligence.

(b) Termination During Due Diligence Period. Purchaser may terminate this Agreement at any time during the Due Diligence Period for any reason whatsoever in Purchaser's sole discretion by providing written termination notice to Seller, whereupon the Agreement shall terminate without further recourse to either party and the Deposit shall be promptly returned to Purchaser.

(c) Effect of Due Diligence Period Closing. At the end of the Due Diligence Period, Purchaser is considered to have accepted the Property in its existing condition. In the absence of a written termination notice, Purchaser shall be deemed to have completed all inspections and other due diligence necessary to accept this Agreement and proceed to Closing.

Section 4.2. Seller Due Diligence Materials. Within ten (10) days after execution of this Agreement, Seller shall provide Purchaser with the following documents, if in Seller's possession and not otherwise publicly available: the current title insurance policy, survey, plans and specifications for the Property, environmental reports, and structural and mechanical reports (the "Seller Due Diligence Materials"). Purchaser acknowledges and agrees that any Seller Due Diligence Materials delivered or to be delivered by Seller or any party on Seller's behalf, or consultants to Purchaser, are for informational purposes only and without representation or warranty of any kind or nature as to the truth, accuracy or completeness thereof. Purchaser acknowledges that its determination to proceed with purchase of the Property shall be made solely in reliance on its own reviews, audits and inspections and written materials produced in connection therewith during the Due Diligence Period and no reliance is made on the Seller Due Diligence Materials. Any Seller Due Diligence Materials shall be promptly returned to Seller upon request, in the event the Purchaser shall not purchase the Property as herein contemplated.

Section 4.3. Inspections; Survey. Purchaser acknowledges that Seller has provided the opportunity for Purchaser to make inspections (including but not limited to any soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or surveys as Purchaser may reasonably request) and that Purchaser may conduct its own investigation of the condition of the Property, to the extent Purchaser deems such an investigation to be necessary or appropriate. Purchaser agrees that any inspections or tests that Purchaser deems appropriate or necessary, including all subterranean or other invasive testing shall be subject to Seller's consent, which shall not be unreasonably withheld or delayed. Purchaser's access and testing shall be completed in the presence of an authorized agent of Seller. Any alterations to the Property shall be restored by Purchaser at its sole cost and expense to the prior existing condition. Purchaser shall have the right to conduct environmental inspections, including a Phase I Environmental Report, of the Property at its expense to satisfy itself with the absence of oil, asbestos, hazardous materials and/or hazardous substances on or about the Property. Purchaser may complete at its sole cost and expense during the Due Diligence Period a current ALTA Survey. Copies of any environmental reports obtained by the Purchaser will be provided to the Seller.

To the fullest extent permissible by law, Purchaser shall indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs, and other legal expenses, resulting from any inspections. Purchaser's obligations imposed by this paragraph shall survive termination of this Agreement.

Section 4.4. Representations. Purchaser acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Agreement. Purchaser agrees to conduct its own due diligence investigation of the Property. Seller shall provide Purchaser with access to all material documents and information in Seller's possession or control relating to the Property, and shall promptly disclose any material adverse facts relating to the Property that become known to Seller prior to Closing.

Section 4.5. Zoning and Land Use Approvals. Seller represents, warrants, and covenants that, prior to the approval and execution of this Agreement, Seller shall have already obtained, at Seller's sole cost and expense, all necessary zoning and land use approvals, variances, or rezoning actions, required for Purchaser's intended use and development of the Property (collectively, the "Approvals").

Purchaser's approval of this Agreement and obligation to proceed to Closing are expressly conditioned upon the Property being fully rezoned and properly entitled for Purchaser's intended use as of the Effective Date. Purchaser shall have no obligation to close on the purchase of the Property unless and until the Approvals are in full force and effect to Purchaser's sole and absolute satisfaction.

In the event the Approvals have not been obtained prior to Purchaser's approval of this Agreement, Purchaser may terminate this Agreement immediately upon written notice to Seller, and the Deposit shall be returned to Purchaser, and neither party shall have any further rights or obligations hereunder, except those that expressly survive termination.

ARTICLE V.
TITLE TO THE PROPERTY

Section 5.1. Title Insurance.

(a) Title Commitment. Seller shall within fifteen (15) days after this Agreement is entered coordinate and cause the Title Company to deliver to Purchaser a commitment for an ALTA form owner's policy of title insurance naming Purchaser as the proposed insured, in the full amount of the Purchase Price, issued by a national title insurance company (the "Title Commitment"), which shall be subject to Purchaser's review during the Due Diligence Period.

Encumbrances and Defects in Title. If the Title Commitment evidences any encumbrances on Seller's title or any defects on Seller's title to which Purchaser objects, Purchaser shall notify Seller within ten (10) days after receipt of the Title Commitment and copies of documents referenced in schedules to the Title Commitment. After that time, Purchaser is deemed to have accepted all such encumbrances or defects shown in the Title Commitment, except for Monetary Encumbrances (as hereinafter defined) Notwithstanding the foregoing to the contrary, Purchaser need give no notice of its disapproval of delinquent taxes or real property assessments or any mortgage, deed of trust, mechanic's lien or similar monetary encumbrances, all of which encumbrances (other than any such matters that are caused by Purchaser) shall automatically constitute Title Objections (collectively, "Monetary Encumbrances"), which Seller may agree, at its sole discretion, to cure or remove prior to Closing. If Seller agrees to undertake to eliminate or cure to Purchaser's satisfaction any Title Objections, such elimination or cure shall be a condition precedent to Purchaser's obligation to acquire the Property.

(a) Costs and Expenses. Purchaser shall be responsible for the costs and expenses associated with the Title Commitment and the resulting title policy.

Section 5.2. The Deed.

(a) Quit Claim Deed. At Closing, Seller shall deliver to Purchaser a Quit Claim Deed in substantially the form attached hereto as **Exhibit D**, conveying marketable fee simple title, subject to the Deed Use Restriction, Right of First Refusal and Reversionary Interest, as provided herein.

Section 5.3. Right of First Refusal. At Closing, Seller and Purchaser agree to enter into a Right of First Refusal Agreement (the "Transfer Restriction") in substantially the form attached hereto as **Exhibit B**, and a Memorandum of Right of First Refusal (the "Memorandum") in substantially the form attached hereto as **Exhibit C** memorializing the Transfer Restriction. The Memorandum will be filed of record in Jackson County, Missouri. The Transfer Restriction will explain, and the Memorandum will summarize, the (1) purpose for which the restraint is imposed, (2) duration of the restraint, and (3) method of determining price to be paid. Seller and Purchaser will signify their joint knowledge and acceptance of such Transfer Restriction and Memorandum by signing both documents.

Section 5.4. Seller Retains Reversionary Interest.

(a) Seller may enter Property. Seller shall have the right to enter the Property and reclaim title if, within thirty-six (36) months following Closing Purchaser has not commenced development of the Property as required by this Agreement. For purposes of this Section, "commencement of development" means that all of the following actions have occurred: Purchaser has submitted to both the City (in its governmental capacity) and Seller (as the contract party) a complete development application in accordance with the Unified Development Ordinance, including a final site plan and all supporting documents, for the construction of a headquarters building for Consolidated Library District No. 3, aka Mid-Continent Public Library.

(b) Improvements Subject to Approval. For purposes of this Section, "Improvements" means the development and construction of headquarters building for Consolidated Library District No. 3, aka Mid-Continent Public Library on the Property. All improvements under this **Section 5.4** shall be made according to the following:

1. The Purchaser shall design, engineer and construct the Improvements at its own expense.
2. The Purchaser shall submit for review and approval all plans, specifications, documentation, studies, and reports to construct the improvements to the Seller. Seller shall have no discretionary approval rights over design, means, methods, or construction decisions.
3. Purchaser shall have complete and exclusive control over the Improvements subject, however, to all applicable laws, rules, and regulations, including, but not limited to, all ordinances, rules and regulations of the City, such as zoning ordinances, building codes, and property maintenance codes. Developer hereby grants to the City, its agents and employees, the right to enter upon all improvements under the control of Developer located on the Property for the purpose of inspecting the Improvements between normal business hours. Developer shall have complete and exclusive control over the construction, management, sale or lease of the Improvements which it owns within the Property.

4. Purchaser must notify Seller of any changes to plans, both during and after approval process.

(c) Final Approval Required. All finished work under this **Section 5.4** must be approved by the Seller, which approval shall not be unreasonably withheld.

(d) Effect of Enforcement of Reversionary Right. If the Seller enforces this reversionary right, the Seller shall refund to Purchaser the Purchase Price of the Property, plus the actual costs of any and all permanent improvements made to the Property by Purchaser prior to the date of reversion less depreciation, if any, and less any actual expenses incurred by the Seller related to the initial sale of the Property and the Seller's costs of enforcing its reversionary right. Upon Seller's written notice to Purchaser that Seller intends to enforce this reversionary right, Purchaser shall immediately deliver to Seller a Quit Claim Deed conveying marketable fee simple title to Seller, free and clear of all liens and encumbrances except those liens and encumbrances shown in the title policy issued to Purchaser at Closing.

(e) Duration of Reversionary Interest. The reversionary interest of Seller, and the corresponding right to enforce such interest, shall cease, absent future agreement between the Parties to the contrary, following completion of Section 5.4.(a). Upon termination of Seller's reversionary interest, Seller shall release the interest by appropriate filing with the office of the recorder in Jackson County, Missouri.

(f) Cure Period and Notice. Notwithstanding anything to the contrary in this Section 5.4, prior to the exercise of any revisionary rights by Seller, Purchaser shall have the right to cure any defaults that would otherwise entitle Seller to exercise such rights. Seller shall provide Purchaser with written notice specifying in reasonable detail the nature of the default. Purchaser shall have a period of ninety (90) days from receipt of such notice to cure the default to Seller's reasonable satisfaction. Seller may not exercise its revisionary rights under this Section 5.4 unless and until Purchaser fails to cure the default within the applicable cure period.

Section 5.5. Compatible Development of Adjacent Properties.

(a) Seller acknowledges that Purchaser's intended development and operation of the Property as a library district headquarters constitutes a long-term civic and governmental use that may be materially affected by future development of nearby property currently owned or controlled by Seller.

(b) Accordingly, Seller agrees that for a period of ten (10) years following Closing, any sale, lease, or redevelopment of City-owned property located within a one-quarter (¼) mile radius of the Property (the "Adjacent Properties") for private, non-governmental use shall include reasonable use restrictions intended to prevent incompatible or high-impact uses that would materially interfere with Purchaser's library operations.

(c) Such incompatible uses may include, without limitation:
- adult entertainment establishments;
- pawnshops and short-term loan businesses;
- marijuana dispensaries or cultivation facilities; or
- heavy industrial uses.

(d) This covenant shall survive Closing and shall be enforceable by Purchaser through injunctive or other equitable relief.

ARTICLE VI.

CONDITION OF THE PROPERTY

Section 6.1. Property Sold "As Is". Purchaser acknowledges and agrees that (a) the purchase of the Property shall be on an "as is", "where is", "with all faults" basis, subject to ordinary wear and tear from the effective date of this Agreement until Closing, and (b) except as expressly set forth in this Agreement, Seller has no obligation to repair any damage to or defect in the Property, replace any of the Property or otherwise remedy any matter affecting the condition of the Property.

Section 6.2. Condition of Property. Seller shall maintain the Property in its current condition and shall deliver the Property at Closing in the same condition as it exists at the time of expiration of the Due Diligence Period. Seller shall not commit or permit any waste, removal, or alteration of the Property without Purchaser's prior written consent.

In addition, Seller shall, at Seller's sole cost and expense, remove and clear from the Property prior to Closing any and all buildings, structures, foundations, footings, slabs, debris, or other improvements located on the Property, and shall deliver the Property at Closing free and clear of the same, in a clean and buildable condition reasonably acceptable to Purchaser.

If, before Closing, all or any part of the Property is destroyed or materially damaged after the Due Diligence Period, Seller shall promptly provide written notice to Purchaser of such event. Upon notice of such occurrence, Purchaser may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Agreement.

ARTICLE VII.
PURCHASER'S REPRESENTATIONS AND WARRANTIES

Section 7.1. Purchaser's Representations and Warranties. Purchaser represents, warrants and agrees as follows:

(a) Organization and Power. Purchaser is duly formed, validly existing and in good standing under the laws of the State of Missouri, is qualified to do business in the State of Missouri.

(b) Authority and Binding Obligation. (i) Purchaser has full power and authority to execute and deliver this Agreement and all other documents to be executed and delivered by Purchaser pursuant to this Agreement (the "Purchaser Documents"), and to perform all obligations of Purchaser arising under each of the Purchaser Documents, (ii) the execution and delivery by the signer(s) on behalf of Purchaser of each of the Purchaser Documents, and the performance by Purchaser of its obligations under each of the Purchaser Documents, has been, or will be when executed and delivered, duly and validly authorized by all necessary action by Purchaser, and (iii) each of the Purchaser Documents, when executed and delivered, will constitute the legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditor's rights or equity principles generally.

ARTICLE VIII.
CLOSING

Section 8.1. Closing. The closing of this Agreement shall be held at 10:00 a.m., at the offices of the Title Company, on June 1, 2026, or at such other time and place as the Parties may mutually agree. Possession of the Property shall be delivered to Purchaser at the time of Closing.

Section 8.2. Closing Deliveries.

(a) Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Purchaser all of the (i) documents, each of which shall have been duly executed by Seller and acknowledged (if required), and (ii) other items, set forth in this Section 8.2(a) (the "Seller Closing Deliveries"), as follows:

1. A deed in the form of **Exhibit D**;
2. A Right of First Refusal Agreement in the form of **Exhibit B**, and the Memorandum of Right of First Refusal in the form of **Exhibit C**;
3. Such other documents and instruments as may be reasonably requested by Purchaser or the Title Company in order to consummate the transaction described in this Agreement.

(b) Purchaser's Deliveries. At the Closing, Purchaser shall deliver to Seller all of the (i) documents, each of which shall have been duly executed by Purchaser and acknowledged (if required), and (ii) other items, set forth in this Section 8.2(b) (the "Purchaser Closing Deliveries"), as follows:

1. The Purchase Price to be paid by Purchaser;
2. Closing cost;
3. A counterpart of each of the documents and instruments to be delivered by Seller under Section 8.2(a) which require execution by Purchaser, including, without limitation, the Deed, Right of First Refusal Agreement, and Memorandum of Right of First Refusal; and
4. Such other documents and instruments as may be reasonably requested by Seller or the Title Company in order to consummate the transaction described in this Agreement.

ARTICLE IX.
TERMINATION; DEFAULT; EFFECT

Section 9.1. Termination. If this Agreement is terminated by either Party pursuant to a right expressly given in this Agreement, Purchaser shall be entitled to an immediate return of the Deposit, and this Agreement shall thereafter become void and have no effect, without any liability on the part of any Party other than the provisions in this Agreement which expressly survive termination of this Agreement.

Section 9.2. Default. Seller or Purchaser shall be in default under this Agreement if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Agreement. Following a default by either Seller or Purchaser under this Agreement, the non-defaulting party shall have the following remedies:

(a) Purchaser Default. If Purchaser defaults, Seller may terminate this Agreement by written notice to Purchaser, and retain the Deposit as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages cause by Purchaser's default, and that the Deposit represents as fair an approximation of such actual damages as the parties can now determine), and Seller and Purchaser shall have no further rights or obligations under this Agreement, except those which expressly survive such termination.

(b) Seller Default. If Seller defaults, Purchaser may (i) specifically enforce this Agreement and recover damages suffered by Purchaser as a result of the delay in the acquisition of the Property; or (ii) terminate this Agreement by written notice to Seller, and, at Purchaser's option, pursue any remedy and damages available at law or in equity. If Purchaser elects to terminate this Agreement pursuant to this paragraph, the Deposit shall be returned to Buyer.

ARTICLE X.

MISCELLANEOUS PROVISIONS

Section 15.1. Notices.

(a) Method of Delivery. All notices, requests, demands and other communications required to be provided by any Party under this Agreement (each, a "Notice") shall be in writing and delivered, at the sending Party's cost and expense, by (i) personal delivery, (ii) Federal Express or other reputable overnight courier service, or (iii) facsimile transmission, with a verification copy sent on the same day by any of the methods set forth in clauses (i) or (ii) to the recipient Party at the following address or facsimile number:

If to Seller: Independence City Hall
Attn: City Manager
20201 E Jackson Drive
Independence, MO 64057

If to Purchaser: Consolidated Library District No. 3, aka Mid-Continent Public Library
Attn: Aaron B. Mason
15616 E. 24 Hwy.
Independence MO 64057

(b) Receipt of Notices. All Notices sent by a Party under this Agreement shall be effective upon (i) delivery, personally or by facsimile, as the case may be, to the address or facsimile number of the recipient Party, provided that such delivery is made prior to 5:00 p.m. (local time for the recipient Party) on a Business Day, otherwise the following Business Day, or (ii) the attempted delivery, personally or by facsimile, as the case may be, of such Notice if (A) such recipient Party refuses delivery of such Notice, or (B) such recipient Party is no longer at such address or facsimile number, and such recipient Party failed to provide the sending Party with its current address or facsimile number pursuant to Section 15.1(c), or (iii) one (1) Business Day after such Notice is deposited with an overnight delivery service for overnight delivery.

Section 15.2. Time is of the Essence. Time is of the essence of this Agreement; provided, however, that notwithstanding anything to the contrary in this Agreement, if the time period for the performance of any covenant or obligation, satisfaction of any condition or delivery of any Notice or item required under this Agreement shall expire on a day other than a Business Day, such time period shall be extended automatically to the next Business Day.

Section 15.3. Assignment. Purchaser shall not assign this Agreement or any interest therein (or any direct or indirect interest in Purchaser) to any Person, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion.

Section 15.4. Governing Law. This Agreement shall be governed by, interpreted under and construed and enforced in accordance with, the laws of the State of Missouri, without reference to conflicts of laws principles. Should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Jackson County, Missouri at Independence or the Federal District Court for the Western District of Missouri, as appropriate. The Parties submit to the personal jurisdiction of and waive any personal jurisdiction or inconvenient forum objection to those courts.

Section 15.5. Severability. If any term or provision of this Agreement is held to be or rendered invalid or unenforceable at any time in any jurisdiction, (i) such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Agreement, or the validity or enforceability of such affected term or provision at any other time or in any other jurisdiction, and (ii) in lieu of each term or provision that is invalid or unenforceable, a term or provision shall be added as part of this Agreement as

similar as possible to such invalid or unenforceable term or provision while being valid and enforceable.

Section 15.6. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties hereto, and shall supersede any other agreements and understandings (written or oral) between the Parties on or prior to the date of this Agreement with respect to the transaction described in this Agreement.

Section 15.7. Amendments, Waivers and Termination of Agreement. No amendment or modification to any terms or provisions of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement (other than as expressly provided in this Agreement), shall be valid unless in writing and executed and delivered by each of the Parties.

Section 15.8. Execution of Agreement. A Party may deliver executed signature pages to this Agreement by facsimile transmission to any other Party, which facsimile copy shall be deemed to be an original executed signature page. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the Parties had signed the same signature page.

[Remainder of page intentionally left blank]

DRAFT

IN WITNESS WHEREOF, the Seller and Purchaser have executed this Purchase and Sale Agreement as of the day and year above written.

Seller:

CITY OF INDEPENDENCE, MISSOURI

By:_____
City Manager

[SEAL]

ATTEST:

_____
City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the City Manager and City Clerk of the **CITY OF INDEPENDENCE, MISSOURI**, and that the seal affixed to the foregoing instrument is the seal of said city, and that said instrument was signed and sealed on behalf of said city by authority of its officers, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said city.

IN WITNESSETH WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

_____
Notary Public - State of Missouri
Commissioned in _____

[SEAL]

My Commission expires: _____

DRAFT

Purchaser:

CONSOLIDATED LIBRARY DISTRICT NO. 3, AKA MID-CONTINENT PUBLIC LIBRARY
A Missouri Political Subdivision

By:_____
[SEAL] Name:_____

ATTEST:

By: _____
Name: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____ of **Consolidated Library District No. 3, aka Mid-Continent Public Library, a Missouri Political Subdivision,** and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its officers, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Corporation.

IN WITNESSETH WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

_____
Notary Public - State of Missouri
Commissioned in _____

[SEAL]

My Commission expires: _____

DRAFT

Exhibit A

[Legal Description]

DRAFT

Exhibit B

[Right of First Refusal Agreement]

DRAFT

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL, entered into on this _____ day of _____, 20__, between City of Independence, Missouri, a constitutional charter city organized and existing under the laws of the State of Missouri (the "Grantee"), having its mailing address as follows: 20201 E Jackson Drive, Independence, Missouri 64057, and Consolidated Library District No. 3, aka Mid-Continent Public Library, a Missouri Political Subdivision (the "Grantor").

The Grantee and Grantor enter into this Right of First Refusal Agreement (the "Agreement") in conjunction with, and as a condition to, the Purchase and Sale Agreement entered into as of the same date.

The Grantee and Grantor hereby acknowledge and agree that if and when Grantor wishes to sell, transfer, or otherwise dispose of the Property described in Exhibit A, Grantor must notify Grantee within thirty (30) days of any of the following: (1) marketing of Property for sale, or (2) any conversations, offers, or proposals which could reasonably constitute a potential sale.

In such notice to Grantee, Grantor shall outline all material terms of the offer, including price, timing, and any contingencies. Grantee shall respond within 30 days and either exercise or decline to exercise its Right under this Agreement. Grantee's Right includes the right to respond to Grantor's notice (the "Matched Offer") and the right to enforce this Agreement through all available judicial means.

Grantee's response (the "Matched Offer") shall outline terms the Grantee finds reasonable and shall constitute a binding offer on the Grantee. Grantor must entertain and evaluate Grantee's Matched Offer and is required to accept the Matched Offer if the terms are equivalent, better, or within a commercially reasonable deviation from outside offers Grantor receives or intends to receive. Grantor must notify Grantee of its acceptance of the Matched Offer, or if Grantor denies the Matched Offer, must give Grantee 30 days to present a new offer.

Grantor and Grantee hereby agree to use reasonable efforts to come to an agreement for the Grantee's re-purchase of the Property, if and when Grantee exercises its Right under this Agreement.

This Right of First Refusal continues in effect until the earlier of (a) 10 years from the date of this Right of First Refusal or (b) conveyance of the Property in fee simple to Grantee or to a third party pursuant to the Right of First Refusal described herein. The Grantor and Grantee further agree to execute a Memorandum of Right of First Refusal, embodying the material terms of this Agreement, for recording with the Jackson County Recorder of Deeds.

[Remainder of Page Intentionally Left Blank]

DRAFT

IN WITNESS WHEREOF, the Seller and Purchaser have executed this Purchase and Sale Agreement as of the day and year above written.

Seller:

CITY OF INDEPENDENCE, MISSOURI

By:_____
City Manager

[SEAL]

ATTEST:

_____
City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the City Manager and City Clerk of the **CITY OF INDEPENDENCE, MISSOURI**, and that the seal affixed to the foregoing instrument is the seal of said city, and that said instrument was signed and sealed on behalf of said city by authority of its officers, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said city.

IN WITNESSETH WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

_____
Notary Public - State of Missouri
Commissioned in _____

[SEAL]

My Commission expires: _____

DRAFT

Purchaser:

CONSOLIDATED LIBRARY DISTRICT NO. 3, AKA MID-CONTINENT PUBLIC LIBRARY
A Missouri Political Subdivision

By:_____
[SEAL] Name:_____

ATTEST:

By: _____
Name: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____ of **Consolidated Library District No. 3, aka Mid-Continent Public Library, a Missouri Political Subdivision,** and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its officers, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Corporation.

IN WITNESSETH WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

_____
Notary Public - State of Missouri
Commissioned in _____

[SEAL]

My Commission expires: _____

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

Exhibit C

[Memorandum of Right of First Refusal]

DRAFT

Document submitted for electronic

TITLE OF DOCUMENT:	MEMORANDUM OF RIGHT OF FIRST REFUSAL
DATE OF DOCUMENT:	This _____ day of _____, 20__
GRANTOR:	CONSOLIDATED LIBRARY DISTRICT NO. 3, AKA MID-CONTINENT PUBLIC LIBRARY, A MISSOURI POLITICAL SUBDIVISION
GRANTOR'S MAILING ADDRESS:	_____ _____ _____
GRANTEE:	CITY OF INDEPENDENCE, MISSOURI
GRANTEE'S MAILING ADDRESS:	20201 E Jackson Drive Independence, Missouri 64057
RETURN DOCUMENTS TO:	CITY OF INDEPENDENCE, MISSOURI 20201 E Jackson Drive Independence, Missouri 64057
LEGAL DESCRIPTION:	See **Exhibit A**

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

DRAFT

MEMORANDUM OF RIGHT OF FIRST REFUSAL

THIS MEMORANDUM OF RIGHT OF FIRST REFUSAL, made on this _____ day of _____, 20__, between **CITY OF INDEPENDENCE MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "Grantee"), having its mailing address as follows: 20201 E Jackson Drive, Independence, Missouri 64057, to **Consolidated Library District No. 3, aka Mid-Continent Public Library, a Missouri Political Subdivision** (the "Grantor").

WITNESSETH, THAT THE GRANTOR, in consideration of the sum of Ten Dollars ($10.00) and other valuable considerations, and the Grantee, in consideration of the Quit Claim Deed, entered into a Right of First Refusal Agreement (the "Agreement") on this _____ day of _____, 20__. This Memorandum of Right of First Refusal embodies the material terms of the Agreement, and by recordation imposes notice on all parties dealing with the Grantor in relation to the Property described in Exhibit A.

The Agreement, in part, mandates that if Grantor wishes to sell property during the term of the Agreement, Grantor must notify Grantee within 15 days of (1) discussions with outside parties, (2) marketing of Property for sale, or (3) any conversations, offers, or proposals which could reasonably constitute a potential sale. In such notice, Grantor shall outline all material terms of the offer, including price. Grantee shall respond within 30 days and either exercise or decline to exercise its Right. Grantee's response (the "Matched Offer") shall outline terms the Grantee finds reasonable and shall constitute a binding offer on the Grantee.

This Right of First Refusal continues in effect until the earlier of (a) 10 years from the date of this Right of First Refusal or (b) conveyance of the Property in fee simple to Grantee or to a third party pursuant to the Right of First Refusal described herein.

[Remainder of Page Intentionally Left Blank]

DRAFT

IN WITNESS WHEREOF, the Seller and Purchaser have executed this Purchase and Sale Agreement as of the day and year above written.

Seller:

CITY OF INDEPENDENCE, MISSOURI

By:_____
City Manager

[SEAL]

ATTEST:

_____
City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the City Manager and City Clerk of the **CITY OF INDEPENDENCE, MISSOURI**, and that the seal affixed to the foregoing instrument is the seal of said city, and that said instrument was signed and sealed on behalf of said city by authority of its officers, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said city.

IN WITNESSETH WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

_____
Notary Public - State of Missouri
Commissioned in _____

[SEAL]

My Commission expires: _____

DRAFT

Purchaser:

CONSOLIDATED LIBRARY DISTRICT NO. 3, AKA MID-CONTINENT PUBLIC LIBRARY
A Missouri Political Subdivision

By:_____
[SEAL] Name:_____

ATTEST:

By: _____
Name: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) S.S.
COUNTY OF _____)

On this _____ day of _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____ of **Consolidated Library District No. 3, aka Mid-Continent Public Library, a Missouri Political Subdivision**, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its officers, and said officers acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Corporation.

IN WITNESSETH WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

_____
Notary Public - State of Missouri
Commissioned in _____

[SEAL]

My Commission expires: _____

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

Exhibit D

[Form of Deed]

DRAFT

Document submitted for electronic recording

TITLE OF DOCUMENT:	QUIT CLAIM DEED
DATE OF DOCUMENT:	This _____ day of _____, 20__
GRANTOR:	CITY OF INDEPENDENCE, MISSOURI
GRANTOR'S MAILING ADDRESS:	20201 E Jackson Drive Independence, Missouri 64057
GRANTEE:	CONSOLIDATED LIBRARY DISTRICT NO. 3, AKA MID-CONTINENT PUBLIC LIBRARY, A MISSOURI POLITICAL SUBDIVISION
GRANTEE'S MAILING ADDRESS:	
RETURN DOCUMENTS TO:	CITY OF INDEPENDENCE, MISSOURI 20201 E Jackson Drive Independence, Missouri 64057
LEGAL DESCRIPTION:	See **Exhibit A**

DRAFT

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 Revised Missouri Statutes.

QUIT CLAIM DEED

THIS INDENTURE, made on this _____ day of _____, 20__, from **CITY OF INDEPENDENCE MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "Grantor"), having its mailing address as follows: 20201 E Jackson Drive, Independence, Missouri 64057, to **Consolidated Library District No. 3, aka Mid-Continent Public Library,** a Missouri Political Subdivision (the "Grantee") (mailing address of said Grantee is _____)..

WITNESSETH, That the Grantor, in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION to it paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, Remise, Release and forever Quit-Claim, unto said Grantee, the following described Lots, Tracts, or Parcels of land, lying, being and situate in the County of Jackson, and State of Missouri, to-wit:

[Insert Legal Description Here]

TO HAVE AND TO HOLD the same, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said Grantee and its successors and assigns, Forever, so that neither the said Grantor nor its successors or assigns, nor any person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but it and every one of them shall, by these presents, be excluded and forever barred. IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its duly authorized officials the day and year first above written.

CITY OF INDEPENDENCE
By: _____
Name: _____
Title: _____

ATTEST:
_____
City Clerk

STATE OF MISSOURI)ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2026, before me personally appeared _____, to me known to be the _____ of the City of Independence, a municipal corporation, and that he/she executed the foregoing instrument on behalf of said corporation and acknowledged that he/she executed the same for the purposes therein stated.

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

_____
NOTARY PUBLIC

_____
My Commission Expires

DRAFT

EXHIBIT A
LEGAL DESCRIPTION

DRAFT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize expenditures of up to $600,000 in Fiscal Year 2025–2026 and to approve change orders up to ten percent (10%) of the authorized amount for multiple Southwest Power Pool (SPP) Delivery Point Assessments and associated Delivery Point Network Studies for Independence Power & Light (IPL).

Recommendations:

Council approval is necessary to meet contractual obligations.

Background:

These studies are necessary to ensure that the City of Independence, through IPL as the Transmission Customer (TC), maintains reliable and compliant interconnection with SPP for modified delivery points. The assessments and network studies will identify required system upgrades or improvements needed to support changes in load and generation, help to maintain system reliability, meet regional transmission requirements, and support the City's ability to serve new large-scale customers.

Specifically, the proposed modifications include approximately 100 MW of additional load in Phase 1 and 200 MW of additional generation in Phase 2. This request covers both phases and is critical to supporting continued economic development while ensuring reliable electric service for residents and businesses.

In September 2024, the City entered into an option agreement for a land lease with UET Ventures LLC to facilitate the permitting, engineering, procurement, and construction of a new power plant at the former Blue Valley Power Plant site. This initiative was intended to address historical limitations in serving large-load customers and to support economic growth.

In mid-2025, UET Ventures LLC entered into a partnership with Exigent Energy to form Independence Power Partners LLC (IPP). This partnership advanced engineering studies and initiated applications with SPP to install new generating resources at the site, along with negotiating a long-term lease agreement with the City. This arrangement enables IPL to enter into a Power Purchase Agreement (PPA) with IPP for the capacity and energy produced by the facility.

Also, in 2025, the City began negotiations with Nebius, a major data center developer, for an Energy Services Agreement (ESA) to support a new data center located within the Eastgate Commerce Center, with initial service expected in late 2026.

Completion of the SPP studies is required to meet IPL's obligations under the ESA. These studies ensure compliance with reliability, capacity, and delivery requirements necessary to serve large-scale customers, while positioning the City to avoid potential penalties and support

continued economic development.

Approval of this item also authorizes change orders up to ten percent (10%) of the approved amount, subject to available appropriations.

Emergency Justification:

Fiscal Impact:
The fiscal impact on the City is not to exceed $600,000. Funding for the SPP studies is available in the Fiscal Year 2025–2026 budget following transfers from Account No. 0206145-5309 (Purchase Power – Operating Supplies) to Account No. 0206145-5226 (Purchase Power – Professional Services), within IPL Fund 020.

Council Action:

Department / Contact Council and Board /

REVIEWERS
Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. High Impact Large Load Delivery Point Study Agreement - Bly Road Phase 1
2. Sole - Emergency Source Form - SPP Studies

High Impact Large Load Delivery Point Study Agreement Number **HDPSA-2026-April-XXXX Bly Road Phase 1**

This High Impact Large Load Delivery Point Study ("HDPS") Agreement ("Agreement"), dated as_____, is made and entered by and between Southwest Power Pool, Inc. ("SPP") and City of Independence, MO ("Requestor"). SPP and Requestor shall be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties enter into this Agreement to enable SPP to assess the impacts on the Transmission System caused by the establishment of a new High Impact Large Load delivery point. SPP revision request number 696, which was approved by the Federal Energy Reliability Commission ("FERC") and made effective on January 15, 2026, established Attachment BA of the SPP Open Access Transmission Tariff ("Tariff"). Attachment BA of the Tariff allows SPP to perform supplement analysis to determine the impacts of any new High Impact Large Load delivery points along with various other requirements. This will be supplemental analysis that will be necessary for those High Impact Large Load delivery points requesting service pursuant to Attachment AQ and Attachment AX.

WHEREAS, SPP is a Commission approved Regional Transmission Organization administering transmission service;

WHEREAS, the Requestor has provided to SPP a study deposit of $100,000 and a non-refundable application fee in the amount of $10,000 in accordance with the SPP Board approved Attachment BA to the Tariff;

WHEREAS, the Requestor has agreed to provide an additional $200,000 if SPP determines the need to perform a detailed Electromagnetic Transient (EMT) study, unless the Requestor withdraws this request pursuant to Attachment BA;

WHEREAS, the Parties intend that capitalized terms used herein shall have the same meaning as in the Tariff unless otherwise specified herein; and

NOW, THEREFORE, in consideration of the mutual agreements herein, the Parties agree as follows:

1.0 Performance of Study

SPP agrees to provide all necessary labor, facilities, transportation and supervision necessary to perform the HDPS to evaluate the impact on the Transmission System caused by establishing a new High Impact Large Load delivery point. SPP shall use its sole discretion as to the scope, details and methods used to perform the HDPS.

The Requestor agrees to compensate SPP in accordance with Sections 8.0 and 9.0 of this Agreement and Board approved Attachment BA to the Tariff. The Requestor shall provide information as requested by SPP.

2.0 Scope of Study

A teleconference meeting between SPP and the Requestor, if necessary, shall be held as soon as practical

after execution of this Agreement to: (a) review the application, the HDPS, and any known issue that could affect the scope of the HDPS; and (b) develop a scope of HDPS.

The results of the HDPS will identify transmission facilities required to deliver the service that the Requestor has requested and an estimated date the upgrade will be completed and in-service.

Factors to be considered in determining the facilities to be added to the Transmission System will include, but not be limited to, the following:

1. HDPS results;
2. Projected load and resource forecast; Reliability requirements of the existing system based on the criteria of SPP and the Transmission Owner;
3. Requirements of any other party whose facilities in the interconnected transmission network are materially affected by the service requested; and
4. Summary of time for permits, licenses and approvals required for construction to commence and projected time required to construct the facility.

3.0 Engineering Standards

The facility design proposed in the study will use the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known at the time the decision was made, could have been expected to produce the desired result at the lowest reasonable cost consistent with Good Utility Practices, reliability, safety and expedience. Good Utility Practice is not intended to be limited to the optimum practice method or act to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts.

In all cases, system addition(s) to the electric supply facilities shall maintain or improve the SPP transmission reliability.

4.0 Results of Study

In accordance with Board approved Attachment AB to the Tariff, SPP and Host Transmission Owner shall conduct all necessary studies associated with the delivery point change. In the event that the requested change in delivery point configuration results in significant impact on the Transmission System, SPP will coordinate the studies necessary to evaluate such addition or modification to determine the details and estimated cost of facilities necessary for establishing the requested delivery point and any system additions/upgrades needed to address the impact.

A study report containing results of the HDPS will be issued. The report will include the following, as applicable:

1. Summary of impacted facilities;
2. General descriptions of the existing and proposed facilities;
3. System capabilities;
4. System reliability;
5. Estimated date the transmission upgrade(s) will be completed and in-service;
6. Potential start dates of service; and
7. Third party facilities required if applicable.

5.0 Ownership of Results

Reports, summaries, plans and other documents arising out of this Agreement shall become the property of SPP. All studies, computer input and output data, planning, operating and other documents, workpapers,

assumptions, and any other material shall remain in the files of SPP.

6.0 Nondisclosure of Information

The Requestor and SPP shall consider all information provided by SPP and the Requestor and all supporting work papers resulting from SPP's performance of the services to be proprietary unless such information is available from public sources. Neither the Requestor nor SPP shall publish or disclose proprietary information for any purpose without the prior written consent of the other, except disclosures required by law. SPP's nondisclosure obligation, however, is subject to SPP's compliance with all applicable regulations and orders.

7.0 Information Requests

SPP may require additional information regarding the Requestor's proposed transactions on the SPP Transmission System. The Requestor shall furnish within ten (10) days, written responses to reasonable requests for information submitted by SPP.

8.0 Rates

The Requestor will pay SPP the actual cost to complete the HDPS and agrees to make an advance deposit of $100,000.00. Additionally, the Requestor will pay SPP an non-refundable application fee of $10,000. If SPP determines that a detailed EMT study is required, the Requestor agrees to make an additional study deposit of $200,000.00.

The Requestor will be charged the current salary or wage rates, including overheads for the personnel performing the study. Expenses that are directly chargeable to the study shall be determined by SPP. Typical expenses include, but are not limited to, the following:

1. Subcontracted services;
2. Long distance telephone calls;
3. Computer operating time at established rate;
4. Printing and reproduction expense; and
5. Reasonable travel and living expense.

The estimated study cost is based on SPP's estimate of the actual cost and time for the completion of the HDPS. SPP may not incur charges in excess of $100,000.00 or if SPP identifies the need for detailed EMT studies SPP may not incur charges in excess of $200,000.00 without the prior written consent of the Requestor, provided that if the Requestor does not agree to reimburse SPP for costs in excess of this cap and SPP must incur such costs in excess of the cap, SPP may cease work on the study.

9.0 Payments

Upon completion of the HDPS, the Requestor shall reimburse SPP for the unpaid cost of the HDPS if the cost of the study exceeds the deposit. SPP shall refund the Requestor, with interest, any portion of the deposit that exceeds the cost of the HDPS.

The Requestor shall pay the full amount of the cost of the study within thirty (30) days of the receipt of the invoice. Payments made after the thirty (30) day period shall include interest as provided in Section 7.2 of the Tariff.

10.0 Notices

All notices hereunder shall be in writing and shall be delivered to the parties at the following addresses:

SPP:

Southwest Power Pool, Inc. ATTN: AQ Studies
201 Worthen Drive Little Rock, AR 72223

Requestor: City of Independence, MO Independence Power and Light
ATTN: Daniel Benedict

Such notices shall be deemed to have been served when personally delivered or upon receipt as evidenced by a facsimile, U.S. Postal Service receipt of mail, evidence of delivery by a private express mail service, or electronic mail receipt.

11.0 Choice of Law

This Agreement shall be governed by the Federal laws of the United States, and to the extent not inconsistent with Federal law, the laws of the State of Arkansas.

12.0 Force Majeure

An event of Force Majeure means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any Curtailment, order, regulation or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure event does not include an act of negligence or intentional wrongdoing. Neither SPP, Transmission Owners, nor the Requestor will be considered in default as to any obligation under the Tariff if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under the Tariff is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations under the Tariff.

13.0 Indemnity

Indemnification shall be as provided in Section 10.3 of the Tariff.

14.0 Severability

No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same or any other provisions of this Agreement, and no waiver shall be effective unless granted in writing. In the event that any provision herein shall be illegal or unenforceable, such provision shall be severed from the Agreement. The entire agreement shall not fail, but the balance of the Agreement shall continue in full force and effect.

15.0 Damages

Notwithstanding anything contained herein to the contrary, in no event shall either party hereto be liable to the other for any consequential, punitive, incidental or exemplary damages.

16.0 Entire Agreement

This Agreement constitutes the entire agreement among the Parties with reference to the HDPS provided for herein, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the HDPS. This Agreement should be returned executed via facsimile to SPP at 501-821-3198, by postal mail at the address listed in Section 10, or by email to AQ-

DeliveryPoints@spp.org.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized officials.

Southwest Power Pool, Inc.:

By: _____ Senior Director, Grid Asset Utilization _____

Name Title Date

Requestor:

By: _____ _____ _____

Name Title Date

INDEPENDENCE
★ FINANCE & ADMINISTRATION ★

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: Southwest Power Pool (SPP), 201 Worthen Dr, Little Rock, AR 72223	**Munis Vendor ID #** **Or attach Supplier's W-9 Form**
Purchase Requisition #:	**Estimated cost: $** 600,000.00

If this is a sole source purchase, check all that apply:

- ☐ **Licensed or patented** – supplier has a license or patent that makes them the Limited provider.
- ☐ **One-of-a-kind –** there are no competitive alternatives available on the market.
- ☐ **Limited Distributor –** Supplier is the Limited distributor for the region or municipality
- ☐ **Compatibility –** must match existing brand or equipment for compatibility.
- ☐ **Warranty/Replacement part –** for a specific brand or factory authorized warranty services.
- ☐ **Grant** – Requirements for specific goods/services established in the grant language. Attach grant for support.
- ☐ **Unique design** – must meet physical design or quality standards.
- ☐ **Public Utility Services** – Necessary adjustment of utility facilities.
- ☑ **Other** – Due to IPL agreements with the Regional Transmission Operator (RTO) the Southwest Power Pool (SPP) studies must be completed through them

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 authorize the City Manager to enter into a Crossing Improvements Agreement with Union Pacific Railroad, for an amount not to exceed $160,000, authorizing change orders up to ten percent (10%) of the authorized amount, for the construction phase of the Crysler Avenue Bridge over Union Pacific Railroad Project (No. 542601-1) as part of the GO Bond - Bridges Project (No. 542601).

Recommendations:

Council approval is recommended.

Background:

Approval of this item will authorize the City Manager to execute an agreement with Union Pacific Railroad. This agreement is required for use of the railroad's right-of-way by the City to proceed with construction of the Crysler Avenue Bridge Project (No. 542601-2). This agreement is valued by the railroad at $160,000.

The Crysler Ave. over Union Pacific Railroad Bridge Project (No. 542601-2) will complete necessary maintenance to reopen the bridge on Crylser Ave., located at the intersection of Winner Rd. and Crysler Ave.

On October 6th, 2025, the City entered into a construction contract with Louis-Company, LLC to complete both the Crysler Ave. Bridge over Union Pacific Bridge Project (No. 542601-1) and the E. Kentucky Avenue Bridge over Mill Creek Project (No. 5422601-2).

The GO Bond - Bridges Project (No. 542601) will track the use of GO Bond funds, approved by voters in April 2025, to complete bridge projects throughout the City.

A ten percent (10%) contingency for future change orders to this agreement is included as part of this request.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $176,000, including a ten percent (10%) contingency. Expenses for the GO Bond - Bridges Project (No. 542601) will be tracked and reimbursed through account 542601-C-0547054-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 2026-04-10 Auth Crossing Imp 441937X - UPRR - Crysler Ave Bridge Project - No. 542601-2
2. Project Location - Crysler Ave Bridge Project - No. 542601-1

AUTHORIZATION FOR CROSSING IMPROVEMENTS

Effective Date:

Agency: City of Independence, Missouri

THIS AUTHORIZATION FOR CROSSING IMPROVEMENTS ("**Agreement**") is made and entered into as of the **Effective Date** above, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Railroad**"), and CITY OF INDEPENDENCE, MISSOURI ("**Agency**").

RECITALS

In accordance with the terms and conditions of this Agreement, Agency and Railroad desire to improve the existing crossing area ("**Project**") along, over and across Railroad's track and right of way, as such crossing area is more particularly described on Exhibit A attached hereto and made a part hereof ("**Crossing Area**").

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad agrees to perform the Project work described on Exhibit B attached hereto the ("**Railroad Work**"). Railroad's estimated cost for the Railroad Work is included on Exhibit C attached hereto ("**Estimate**") and may include without limitation costs of engineering review, construction, inspection, flagging, procurement and delivery of materials, equipment rental, manpower and all direct and indirect overhead labor/construction costs, including Railroad's standard additive rates. Such standard additive rates may be subject to upward or downward adjustment based on industry standards and practices, and the parties acknowledge and agree that any such adjustment to standard additive rates may be made retroactively.

2. Agency has appropriated sufficient funds to complete the Project and shall reimburse Railroad for costs incurred by Railroad in connection with the Railroad Work in accordance with Exhibit D attached hereto. Bills will be submitted to the Agency using the contact information provided on Exhibit E.

3. If Agency will be performing any Project work, such work is described on Exhibit B attached hereto ("**Agency Work**"). Agency shall perform the Agency Work, if any, at its sole cost, and Railroad consents to Agency (or any contractor or other agent hired by Agency) performing the Agency Work within the Crossing Area, subject to complying with the terms and conditions of this Agreement. Railroad's consent shall not be deemed to grant Agency (or any contractor or other agent hired by Agency) any property interest in the Crossing Area or other Railroad property.

4. If Agency hires a contractor or other agent to perform the Agency Work, Agency shall require such contractor or agent to execute Railroad's then current form of Contractor's Right of Entry Agreement and to comply with the requirements set forth therein.

5. No work of any kind shall be performed, and no person, equipment, machinery, tools, materials, vehicles or other items shall be located, operated, placed or stored within twenty-five (25) feet of any track at any time for any reason except as otherwise provided herein. Prior to commencing the Agency Work, and if the performance of any Agency Work requires any person or equipment to be within twenty-five (25) feet of any track, Agency shall provide Railroad at least thirty (30) working days advance notice of the performance of such proposed work, and upon Railroad's receipt of such notice, Railroad will determine and inform Agency whether a flagman needs to be present or whether Agency needs to implement any special protective or safety measures. Subject to Exhibit D, in the event that flagging or other special protection or safety measures are required to be performed in connection with the Railroad Work specifically or the Project generally, and regardless if the costs for such measures are included in the Estimate, Agency shall be responsible for all such costs incurred in connection therewith.

6. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to commencing any Agency Work, Agency shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used in connection with the Agency Work. If fiber optic cable is present, Agency will telephone (or will cause its contractor or agent to coordinate) the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable.

7. Agency, for itself and for its successors and assigns, hereby waives any right of assessment against Railroad, as an adjacent property owner, for any and all improvements made under this Agreement.

8. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

9. This Agreement sets forth the entire agreement between the parties regarding the Project and the installation and maintenance of the Project improvements within the Crossing Area. To the extent that any terms or provisions of this Agreement regarding the installation and maintenance of such Project improvements are inconsistent with the terms or provisions set forth in any existing agreement affecting the Crossing Area, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF INDEPENDENCE, MISSOURI	**UNION PACIFIC RAILROAD COMPANY,** a Delaware Corporation
Signature	Signature
Printed Name	Andrew L. Arnold Printed Name
Title	Manager I, Industry & Public Projects Title

EXHIBIT A

Description of Crossing Locations

Street	Crysler Ave	**DOT #**	441938E
Subdivision	Sedalia Subdivision	**Milepost**	273.39
City	Independence	**State**	MO
County	Jackson		

Street	Lexington Avenue	**DOT #**	441937X
Subdivision	Sedalia Subdivision	**Milepost**	273.4
City	Independence	**State**	MO
County	Jackson		

EXHIBIT B

Scope of Work

Railroad Work:

- Engineering Review
- Construction Observation and Inspections
- Review of construction documents (plans, specifications, etc.)

Agency Work:

- Install new concrete deck, barrier rail, fencing and substructure repair of public bridge over tracks.

EXHIBIT C

Estimate Cover Page

(see attached)

EXHIBIT C-1

ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:
2/26/2026

LOCATION:	**SUBDIVISION**	**STATE:**
Independence, MO		
DOT: 441938E	**Sedalia**	**MO**

DESCRIPTION	**LABOR**	**MATERIAL**	**UP %0**	**Agency % 100**	**TOTAL**
ENGINEERING					
Project Management	$ 10,000	$ -	$ -	$ 10,000.00	**$ 10,000**
Construction Submittals	$ 6,000	$ -	$ -	$ 6,000.00	**$ 6,000**
Construction Management	$ 120,000	$ -	$ -	$ 120,000.00	**$ 120,000**
Digital Observation (*If Required*)	$ 150/day	$250/day			
TOTAL PROJECT:	**$ 136,000**	**$ -**	**$ -**	**$ 136,000.00**	**$136,000**

TOTAL ESTIMATED COST: **$136,000**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

****Digital Observation (*If Required*) = *This will be assessed when determined to be required by UPRR****

Flagging is NOT included in this estimate. Agency's are instructed to follow Union Pacific's Third Party Flagging Policy.
Please utilize the following link to Union Pacific's Third Party Flagging Policy:
https://www.up.com/real_estate/third-party-flagging/index.htm

Reimbursement Method

Agency agrees to reimburse Railroad for **ONE HUNDRED PERCENT** (**100.00%**) of actual costs incurred by Railroad in connection with the Railroad Work. During the performance of the Railroad Work, Railroad will provide progressive billing to Agency based on Railroad's actual costs. Within three hundred sixty-five (365) days after completion of the Project, Railroad will confirm final billing to Agency for any balance owed Railroad in connection with the Railroad Work. Agency shall pay Railroad within thirty (30) days after Agency's receipt of any progressive and final bills submitted by Railroad.

Billing Contact Information

Name	Alex Lopez
Title	City Engineer
Address	17221 E. 23rd Street S, Independence, MO 64057
Work Phone	(816) 325-7619
Cell Phone	
Email	aflopez@indepmo.org
Agency Project No.	

Project Location: Crysler Ave Bridge over UPRR

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-718 A resolution declaring the City of Independence to have environmental health standards consistent with Jackson County *(Sponsored by Councilmember McCandless)*

Recommendations:

Background:

The City currently inspects food establishments and childcare facilities to a different standard than Jackson County does. This resolution will align environmental health standards for both food establishments and daycare with county standards to minimize confusion between the two sets of standards and make it easier for new businesses to open in Independence.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Environmental Health Standards Resolution rev. 3-30-26 (002)

Environment Health
4/8/26 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION DIRECTING THE CITY MANAGER TO DO ALL THINGS NECESSARY TO UPDATE THE CITY'S ENVIRONMENTAL HEALTH STANDARDS FOR CHILDCARE FACILITIES AND FOOD ESTABLISHMENTS TO BE CONSISTENT WITH JACKSON COUNTY

WHEREAS, the City of Independence is responsible for environmental health functions, including health inspections and regulations for childcare facilities and food establishments, which are designed to safeguard the health of the public; and

WHEREAS, there are also county, national, and state standards for health inspections and requirements; and,

WHEREAS, the City of Independence strives to make it as easy as possible to open businesses within the city limits of Independence; and,

WHEREAS, businesses that operate in Independence should be subject to consistent rules with the State of Missouri and Jackson County, Missouri, whenever possible.

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

SECTION 1. The City Manager is directed to do all things necessary, including preparing amendments to the City Code for City Council consideration, so that the City of Independence will have environmental health standards for childcare facilities and food establishments that are consistent with those of Jackson County, Missouri.

PASSED THIS ____ DAY OF APRIL, 2026, 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:

_____
Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

A public hearing for the application to rezone the City-owned properties located near Truman & Noland, Lexington & Memorial, and Lexington & Lynn from I-1, Industrial and C-2, General Commercial, to HSQ, Historic Square. ***New Information Only.***

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 2-24-26 Public Notice Proof
2. 4-20-26 City Council Public Notice Proof

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Independence City **Planning Commission** at 6 p.m., Tuesday, February 24, 2026, in the Independence City Hall City Council Chambers (lower level, north entrance) 111 E. Maple Avenue, in Independence, Missouri, and before the **City Council** at 6:00 p.m., Monday, April 20, 2026 at a location that will be advertised at least 15 days prior to the meeting, on the following matter(s):

Case 26-100-02 – Rezoning – City properties located near Truman & Noland, Lexington & Memorial, and Lexington & Lynn - A request to rezone the following properties from I-1, Industrial, to HSQ, Historic Square: 301, 14109, 14115, 14411, 14413, 14417 & 14419 E. Truman Rd and 300 E. Lexington Ave; and the following properties from C-2, General Commercial, to HSQ, Historic Square: 223 E. Truman Rd, 124 E. Kansas Ave, 111 & 200 N. Noland Rd, 208, 210, 214 & 215 E. Lexington Ave, 211 Paxton, & 111 E. Maple Ave.

The Planning Commission will conduct full public hearing on this application. The City Council will only hear new information that was not presented at the Planning Commission's public hearing if such facts were not reasonably available at the time of the Planning Commission hearing. Any new information proposed to be presented to the City Council must be submitted in writing to the Community Development Department and Law Department at least seven (7) days prior to the City Council meeting.

Witness my hand this 3 day of February, 2026.

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

Published in the Examiner, Feb 7, 2026

######

Notice of Public Hearing

Notice is hereby given that the following case will have a new information only public hearing before City Council at 6:00 p.m., Monday, March 2, 2026, in Room 117 of the Independence Utilities Center, 17221 East 23rd St S, in Independence, Missouri:

Case 26-100-02 – Rezoning – City properties located near Truman & Noland, Lexington & Memorial, and Lexington & Lynn - A request to rezone the following properties from I-1, Industrial, to HSQ, Historic Square: 301, 14109, 14115, 14411, 14413, 14417 & 14419 E. Truman Rd and 300 E. Lexington Ave; and the following properties from C-2, General Commercial, to HSQ, Historic Square: 223 E. Truman Rd, 124 E. Kansas Ave, 111 & 200 N. Noland Rd, 208, 210, 214 & 215 E. Lexington Ave, 211 Paxton, & 111 E. Maple Ave.

Witness my hand this 19th day of March, 2026.

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

Published in the Examiner, Mar 28, 2026

######

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-029 **2R** An ordinance approving a rezoning from District C-2 (General Commercial) and District I-1 (Industrial) to District HSQ (Historic Square) for the City-owned properties located near Truman Road and Noland Road, Lexington Avenue and Memorial Drive, and Lexington Avenue and Lynn Street. **2R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval of the rezoning. A second was made by Commissioner Torres. The Independence Planning Commission voted as follows:
Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Absent
Commissioner Wiley – Yes

The motion passed, and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

A request by City of Independence to rezone the properties located near Truman Road & Noland Road, Lexington Avenue & Memorial Drive, and Lexington Avenue & Lynn Street from C-2 (Commercial) and I-1 (Industrial) to HSQ (Historic Square).

PROPERTY'S HISTORY:

The lots included in this application to be rezoned are portions of the plats for Independence Old Town (platted in 1827), Waldo Subdivision (platted in 1859 and 1866), and Waldo and Norris (platted in 1858).
At the time Independence adopted its Zoning District Map in 1965, the area east of Lynn Street (between Truman Road and Lexington Avenue/rail spur over to 14501 E. Truman Road) was zoned M-1 (Industrial); except for where the existing police lot is located. It and the existing parking lot area south of Lexington Avenue were zoned C-2 (Commercial). In 1980, all the area to the west of the newly rerouted Noland Road was rezoned C-2 (General Commercial). The area along Truman Road east of Noland Road remained M-1 (Industrial). The City adopted its Unified Development Ordinance (UDO) in 2009, and the industrial zoned properties were relabeled with the zoning classification I-1 (Industrial).

PROPOSAL:

The city seeks to rezone the tracts of this application to HSQ (Historic Square) to better conform with the Reshaping the Square plan, the existing land use and the character of the

surrounding neighborhood.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:
City Hall, the Police Building, and Sermon Center are each set on separate lots with their own parking lots. There is a parking lot on the east side of Lynn Street south of Lexington Avenue and another southeast of the intersection of Lynn Street and Truman Road north of the City's old "NAPA" building. Lots west of the Sermon Center are vacant lots.

CHARACTERISTICS OF THE AREA:
Buildings in this existing commercial zoning district vary in era from the mid-1800's to the 1970s. The commercial structures in the square area are largely historic red brick buildings and built close to the sidewalks. East of Noland Road, the surrounding development is less dense. Residential uses exist along Lexington Avenue to the southeast and Dodgion Street and Hocker Street to the northeast.

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 reinforce the urban fabric of the Independence Square and vicinity.

Comprehensive Plan Tools and Policies for the Current Designation:
Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Mixed Uses. The relevant, "Tools and Policies," would be to, "Encourage mixed-use development and self-sufficient neighborhoods."

Sub-Area Plans:
These properties are located within the Downtown Redevelopment Area and the new Reshaping the Square Plan area.

Reshaping the Square:
The Reshaping the Square Master Plan envisions a long-term revitalization of Historic Downtown Independence, centered around the Truman Courthouse and its surrounding National Landmark District. The plan aims to restore the area as a vibrant hub of community life, commerce, and tourism, while honoring its deep historical roots, including its connection to President Harry S. Truman and the pioneer trails; it seeks to blend historic preservation with modern amenities to attract residents, businesses, and visitors.

The study area spans from Pleasant Street to the west, Walnut Street to the south, Truman Road to the north, and the railroad tracks east of Noland Road. A key opportunity lies in the planned relocation of City Hall and the Police Department, which would free up a significant block near the Courthouse for transformative development.

Historic Square District (HSQ) District:
Reshaping the Square calls for the establishment of a downtown district that creates a set of development and redevelopment standards designed to closely align with the objectives outlined in the plan. The district should foster a streamlined development review process that

encourages reinvestment, rehabilitation, redevelopment, and development of vacant sites.

The district establishes subdistricts to identify distinct place types as well as regulates land uses within the square area. The subdistricts are:

1. **Historic Square**. This subdistrict is intended to preserve and reinforce the traditional pattern of development within and directly adjacent to the downtown square. This district emphasizes active first-floor commercial activities. ***The area of the rezoning lies to the east of this subdistrict.***
2. **Downtown Transition**. This subdistrict is intended to enable a variety of commercial, mixed-use, and residential uses in a compact, walkable setting. The design standards within this district are more flexible to accommodate a broader range of uses, including adaptive reuse. ***This is the subdistrict in which the area of the rezoning is located.***
3. **Downtown Neighborhood**. This subdistrict provides an opportunity to allow a range of compact, "middle" housing types such as townhomes, walkups, and compact single-family homes to support access to the goods and services offered by adjacent areas. This subdistrict is residential in nature and reinforces the walkability of the area. ***This subdistrict lies south of the area to be rezoned.***

Zoning:
The proposed HSQ (Historic Square) zoning classification allows for libraries, colleges, schools, churches, daycares, medical centers, parks, animal sale, grooming and veterinary services, restaurants, bars, nightclubs, indoor spectator venues, banks, lodging, government facilities, personal improvement, retail, indoor sports venues and artisan manufacturing. Currently, the properties are zoned C-2 (General Commercial), a zoning classification that allows for offices, retail, light auto repair, restaurants and various other uses also allowed in the HSQ district, and, I-1 (Industrial), a zoning classification that allows for warehousing, wholesaling, vehicle repair, small engine repair, vehicle storage, office use, government facilities, utilities and manufacturing.

The C-2 (General Commercial) and I-1 (Light Industrial) zoning districts are intended to accommodate more contemporary, auto-oriented development patterns and building forms. These districts do not align well with the historic, pedestrian-scaled character of the Independence Square, which was originally developed in the 1800s and reflects a traditional town center pattern rather than modern commercial or industrial development.

Historic and Archeological Sites:
Being part of the historic core of the city, numerous historical structures and sites are located within and nearby the historic square area.

Public Utilities:
All utilities are already in place.

Floodplain/Stream Buffer:
On the south side of Truman Road, between the Sermon Center and 14501 E. Truman Road,

there is a First Order Stream (a portion which is piped) running through a federally designated floodplain and a city designated stream buffer.

CIP Investments:
There will be improvements to Main Street south of Lexington 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 Mixed Uses for the area.

2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**

The properties are in the Reshaping the Square plan, which aims to restore the area as a vibrant hub of community life, commerce, and tourism, while honoring its deep historical roots, including its connection to President Harry S. Truman and the pioneer trails; it seeks to blend historic preservation with modern amenities to attract residents, businesses, and visitors.

3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**

The proposed HSQ (Historic Square) zoning district is compatible with the zoning and land use pattern of surrounding properties and is specifically intended to implement the vision and policies of the Reshaping the Square Master Plan*. The HSQ district establishes development standards, permitted uses, and design expectations that reinforce the historic, mixed-use character of the Square while allowing for reinvestment and adaptive reuse of existing buildings.*
By encouraging pedestrian-oriented development, upper-story residential and office uses, active ground-floor commercial uses, and context-sensitive building design, the HSQ zoning provides a regulatory framework that aligns with adjacent downtown zoning districts and existing land uses. The district also complements any applicable overlay standards by prioritizing historic compatibility, scale, and urban form rather than auto-oriented development patterns.
Overall, the HSQ zoning advances the goals of the Reshaping the Square Master Plan *by promoting compatible infill development, preserving the Square's historic character, and supporting a cohesive and vibrant downtown core consistent with long-range planning objectives adopted by the City of Independence.*

4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**

The proposed rezoning is compatible with the existing and planned character of the surrounding area and is consistent with the vision established in the Reshaping the Square *Master Plan for the Independence Square. The Master Plan calls for a balanced mix of uses, reinvestment in underutilized properties, and context-sensitive development that supports the Square as a walkable, mixed-use activity center while respecting adjacent neighborhoods.*

The requested zoning and its permitted uses align with these goals by encouraging development patterns that complement the scale, intensity, and function envisioned for the area. The proposed uses are intended to support the Square's role as a focal point for commerce, services, and residential activity, while avoiding land use conflicts with nearby properties. In addition, the rezoning promotes reinvestment and adaptive reuse in a manner that reinforces the historic character and urban form emphasized in the Master Plan.
Overall, the proposal advances the Reshaping the Square *objectives by fostering compatible land uses, supporting economic vitality, and reinforcing the long-term vision for the Square as a vibrant and cohesive district integrated with its surrounding neighborhoods.*

5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.

The subject properties are not well suited for the full range of uses permitted under the existing zoning regulations. The parcels zoned C-2 are constrained by setback requirements that significantly limit developable areas, thereby restricting the practical use of the sites for many commercially permitted uses. In addition, the properties zoned I-1 are not appropriate for industrial development due to their proximity to established residential neighborhoods and nearby Square-area commercial uses. Industrial activities would be incompatible with the surrounding land uses and could result in land use conflicts. As a result, the existing zoning classifications do not align with the physical characteristics of the properties or the surrounding development pattern, supporting consideration of the proposed rezoning.

6. **The length of time the subject property has remained vacant as zoned.**

This question is not applicable for all the properties, except for those east of the Sermon Center that have been vacant for decades.

7. **The extent to which approving the rezoning will detrimentally affect nearby properties**.

Approval of the requested rezoning is not anticipated to have a detrimental effect on surrounding properties. The proposed zoning district is compatible with the existing and planned land uses in the immediate area and allows for development that is similar in scale, intensity, and character to nearby properties.
Based on the location, surrounding development pattern, and the City's regulatory framework, the proposed rezoning is not expected to negatively affect property values or the use and enjoyment of nearby properties.

8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**

If rezoning is denied, both the C-2 and I-1 zoned properties will continue to have legal nonconforming setbacks and thus be difficult to develop given the limitation. Further, there are limitations for commercial uses on the industrially zoned lots.

Draft Planning Commission minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. CD.Draft Ordinance 26-100-02
2. Staff Report 26-100-02
3. Notification Letters
4. Notification Addresses
5. Notification Area Map
6. Notification Affidavit
7. Aerial Imagery
8. HSQ Subdistrict Map
9. Comprehensive Plan
10. Zoning Map
11. Planning Commission Meeting Minutes 02-24-26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT C-2 (GENERAL COMMERCIAL) AND DISTRICT I-1 (INDUSTRIAL) TO DISTRICT HSQ (HISTORIC SQUARE) FOR THE CITY-OWNED PROPERTIES LOCATED NEAR TRUMAN ROAD AND NOLAND ROAD, LEXINGTON AVENUE AND MEMORIAL DRIVE, AND LEXINGTON AVENUE AND LYNN STREET.

WHEREAS, a request by the City of Independence to rezone the properties located near Truman Road and Noland Road, Lexington Avenue and Memorial Drive, and Lexington Avenue and Lynn Street from District C-2 (General Commercial) and District I-1 (Industrial) to District HSQ (Historic Square) 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 February 24, 2026, and rendered a report to the City Council recommending the rezoning be approved by a vote of 6-0; 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, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered approval for the Rezoning of the said property; 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 I-1 (Industrial) to District HSQ (Historic Square) and shall be subject to the regulations of said district:

WALDO & NORRIS ADD E 32' OF LOT 1 BLK 1 LY N OF MO PAC RR ROW & W 1/2 OF VAC HOCKER LY E OF & ADJ (EX PT IN TRUMAN RD)

WALDO & NORRIS ADD BEG 32' W OF NE COR BLK 1 TH W 39.5' TH S TO N ROW MO PAC RR TH ELY ALG SD ROW 39.5' TH N TO POB (EX PT IN TRUMAN RD)

WALDO & NORRIS ADD BEG 71.5' W OF NE COR OF BLK 1 TH W 57' TH S TO ROW OF MO PAC RR TH

ELY ALG N LI SD ROW 57' TH N TO POB OF LOT 1 BLK 1 (EX PT IN TRUMAN RD)

WALDO & NORRIS ADD W 126' OF E 254.5' LOT 1 BLK 1 (EX W 84' & EX PT IN TRUMAN RD)

WALDO & NORRIS ADD BEG 42' W OF NE COR OF W 126' OF E 254.5' OF LOT 1 BLK 1 TH W 42' TH S TO N LI RR ROW TH E 42' TH N TO POB (EX PT IN TRUMAN RD)

WALDO & NORRIS ADD W 126' OF E 254.5' LOT 1 BLK 1 (EX E 84' & EX PT IN TRUMAN RD)

WALDO & NORRIS ADD BEG NW COR BLK 1 TH E 560' TH S 190' TH W 10' TH N 10' TH SWLY ALG NLY LI OF RR ROW TO PT ON S LI SD BLK 1 TH W 130' TH N TO POB (EX PT IN TRUMAN RD)

WALDO & NORRIS ADD PT LOTS 4, 5 & 6 BLK 4 LY W OF MO PAC RY ROW

WALDO & NORRIS ADD W 21' LOT 2 & E 21' LOT 3 BLK 3

WALDO & NORRIS ADD W 42' LOT 3 BLK 3 (EX N 70')

WALDO & NORRIS ADD N 70' OF W 42' OF LOT 3 BLK 3

WALDO & NORRIS ADD LOT 4 BLK 3

WALDO & NORRIS ADD S 1/2 LOT 5 BLK 3

WALDO & NORRIS ADD N 1/2 LOT 5 BLK 3

WALDO & NORRIS ADD N 46.5' LOT 6 BLK 3 (EX W 5.25' IN ST)

WALDO & NORRIS ADD LOTS 2-11 INCL BLK 2 (EX PT IN ROW)

WALDOS SUB LOTS 1-16 BLK 2 (EX PT IN ROW) & LOTS 2-10 BLK 1 & ALSO LOTS 54-58 INDEPENDENCE OLD TOWN & TH PT OF VAC ALLEY & VAC MAPLE LY BETWEEN SD LOTS

INDEPENDENCE OLD TOWN PT LOT 59 DAF: BEG SW COR TH E 120.75' TH N 165' TH W 10' TH N 100' TH W 34' TH N 65' TH W 79' TH S TO POB

Commonly known as 201 N. Dodgion St (301 E. Truman Rd), 14109 E. Truman Rd, 14115 E. Truman Rd, 14411 E. Truman Rd, 14413 E. Truman Rd, 14417 E. Truman Rd, 14419 E. Truman Rd, 300 E. Lexington Ave; 223 E. Memorial Dr (223 E. Truman Rd), 124 E. Kansas Ave, 111 N. Noland Rd, 200 N. Noland Rd, 208 E. Lexington Ave, 210 E. Lexington Ave, 214 E. Lexington Ave, 215 E. Lexington Ave, 211 Paxton, & 111 E. Maple Ave

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 _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: February 24, 2026 **STAFF:** Brian L. Harker, Planner

PROJECT NAME: Historic Square Rezoning

CASE NUMBER/REQUEST: **Case 26-100-02 – Rezoning – City owned properties located near Truman & Noland, Lexington & Memorial, and Lexington & Lynn** – A request to rezone the properties located near Truman Road & Noland Road, Lexington Avenue & Memorial Drive, and Lexington Avenue & Lynn Street from C-2 (Commercial) and I-1 (Industrial) to HSQ (Historic Square).

APPLICANT: City of Independence

PROPERTY LOCATIONS: 301, 14109, 14115, 14411, 14413, 14417 & 14419 E. Truman Road and 300 E. Lexington Avenue will be rezoned from I-1 (Industrial) to HSQ (Historic Square); and 223 E. Truman Road, 124 E. Kansas Avenue, 111 & 200 N. Noland Road, 208, 210, 214 & 215 E. Lexington Avenue, 211 E. Paxton Avenue and 111 E. Maple Avenue, from C-2 (General Commercial) to HSQ (Historic Square).

SURROUNDING ZONING/LAND USE:

North: C-2 and I-1…vacant land, transit center and utilities
Northeast: R-18/PUD…apartments
South: C-2…retail, service and single-family residences
Southeast: R-12…single-family residential
East: I-1…storage building
West: C-2..retail and service

PUBLIC NOTICE:

- Letters to property owners – February 4, 2026
- Public Notice published in the Independence Examiner – February 7, 2026
- Signs posted on property – February 7, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on April 8, 2026 and the public hearing/second reading on April 20, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A City rezoning for properties located near Truman Road & Noland Road, Lexington Avenue & Memorial Drive, and Lexington Avenue & Lynn Street from C-2 (Commercial) and I-1 (Industrial) to HSQ (Historic Square).

Current Zonings:	C-2 (General Commercial) & I-1 (Industrial)	**Proposed Zoning:**	HSQ (Historic Square)
		Current Use:	Public

Platting and Zoning History:
The lots included in this application to be rezoned are portions of the plats for Independence Old Town (platted in 1827), Waldo Subdivision (platted in 1859 and 1866), and Waldo and Norris (platted in 1858).

At the time Independence adopted its Zoning District Map in 1965, the area east of Lynn Street (between Truman Road and Lexington Avenue/rail spur over to 14501 E. Truman Road) was zoned M-1 (Industrial); except for where the existing police lot is located. It and the existing parking lot area south of Lexington Avenue were zoned C-2 (Commercial). In 1980, all of the area to the west of the newly rerouted Noland Road was rezoned C-2 (General Commercial). The area along Truman Road east of Noland Road remained M-1 (Industrial). The City adopted its Unified Development Ordinance (UDO) in 2009, and the industrial zoned properties were relabeled with the zoning classification I-1 (Industrial).

Proposal:
The city seeks to rezone the tracts of this application to HSQ (Historic Square) to better conform with the Reshaping the Square plan, the existing land use and the character of the surrounding neighborhood.

Physical Characteristics of Properties:
City Hall, the Police Building and Sermon Center are set on separate lots each with their own parking lots. There is a parking lot on the east side of Lynn Street south of Lexington Avenue and another southeast of the intersection of Lynn Street and Truman Road north of Municipal Service's old "NAPA" building. Lots west of the Sermon Center are vacant lots.

Characteristics of the Area:
Buildings in this existing commercial zoning district vary in era from the mid-1800's to the 1970's. The commercial structures in the square area are largely historic red brick buildings and built close to the sidewalks. East of Noland Road surrounding development is less dense. Residential uses exist along Lexington Avenue to the southeast and Dodgion Street and Hocker Street to the northeast.

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 reinforce the urban fabric of the Independence Square and vicinity.

Comprehensive Plan Tools and Policies for the Current Designation:
Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Mixed Uses. The relevant, "Tools and Policies," would be to, "Encourage mixed-use development and self-sufficient neighborhoods."

Sub-Area Plans:
These properties are located within the Downtown Redevelopment Area and the new Reshaping the Square Plan area.

Reshaping the Square:
The Reshaping the Square Master Plan envisions a long-term revitalization of Historic Downtown Independence, centered around the Truman Courthouse and its surrounding National Landmark District. The plan aims to restore the area as a vibrant hub of community life, commerce, and tourism, while honoring its deep historical roots, including its connection to President Harry S. Truman and the pioneer trails; it seeks to blend historic preservation with modern amenities to attract residents, businesses, and visitors.

The study area spans from Pleasant Street to the west, Walnut Street to the south, Truman Road to the north, and the railroad tracks east of Noland Road. A key opportunity lies in the planned relocation of City Hall and the Police Department, which would free up a significant block near the Courthouse for transformative development.

Historic Square District (HSQ) District:
Reshaping the Square calls for the establishment of a downtown district that creates a set of development and redevelopment standards designed to closely align with the objectives outlined in the plan. The district should foster a streamlined development review process that encourages reinvestment, rehabilitation, redevelopment, and development of vacant sites.

The district establishes subdistricts to identify distinct place types as well as regulating land uses within the square area. The subdistricts are:

a) **Historic Square**. This subdistrict is intended to preserve and reinforce the traditional pattern of development within and directly adjacent to the downtown square. This district emphasizes active first-floor commercial activities. ***The area of the rezoning lies to the east of this subdistrict.***

b) **Downtown Transition**. This subdistrict is intended to enable a variety of commercial, mixed-use, and residential uses in a compact, walkable setting. The design standards within this district are more flexible to accommodate a broader range of uses, including adaptive reuse. ***This is the subdistrict in which the area of the rezoning is located.***

c) **Downtown Neighborhood**. This subdistrict provides an opportunity to allow a range of compact, "middle" housing types such as townhomes, walkups, and compact single-family homes to support access to the goods and services offered by adjacent areas. This subdistrict is residential in nature and reinforces the walkability of the area. ***This subdistrict lies south of the area to be rezoned.***

Zoning:
The proposed HSQ (Historic Square) zoning classification allows for libraries, colleges, schools, churches, daycares, medical centers, parks, animal sale, grooming and veterinary services, restaurants, bars, nightclubs, indoor spectator venues, banks, lodging, government-facilities, personal improvement, retail, indoor sports venues and artisan manufacturing. Currently, the properties are zoned C-2 (General Commercial), a zoning classification that allows for offices, retail, light auto repair, restaurants and various other uses also allowed in the HSQ district, and, I-1 (Industrial), a zoning classification that allows for warehousing, wholesaling, vehicle repair, small engine repair, vehicle storage, office use, government facilities, utilities and manufacturing.

The C-2 (General Commercial) and I-1 (Light Industrial) zoning districts are intended to accommodate more contemporary, auto-oriented development patterns and building forms. These districts do not align well with the historic, pedestrian-scaled character of the Independence Square, which was originally developed in the 1800s and reflects a traditional town center pattern rather than modern commercial or industrial development.

Historic and Archeological Sites:
Being part the historic core of the city, numerous historical structures and sites are located within and nearby the historic square area.

Public Utilities:
All utilities are already in place.

Floodplain/Stream Buffer:
On the south side of Truman Road, between the Sermon Center and 14501 E. Truman Road, there is a First Order Stream (a portion which is piped) running through a federally designated floodplain and a city designated stream buffer.

CIP Investments:
There will be improvements to Main Street south of Lexington 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 Mixed Uses for the area.
2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
   The properties are in the Reshaping the Square plan which aims to restore the area as a vibrant hub of community life, commerce, and tourism, while honoring its deep historical roots, including its connection to President Harry S. Truman and the pioneer trails; it seeks to blend historic preservation with modern amenities to attract residents, businesses, and visitors.
3. **The compatibility of the proposed zoning with the zoning and use of nearby property, including any overlay zoning.**
   The proposed HSQ (Historic Square) zoning district is compatible with the zoning and land use pattern of surrounding properties and is specifically intended to implement the vision and policies of the Reshaping the Square Master Plan*. The HSQ district establishes development standards, permitted uses, and design expectations that reinforce the historic, mixed-use character of the Square while allowing for reinvestment and adaptive reuse of existing buildings.*

   By encouraging pedestrian-oriented development, upper-story residential and office uses, active ground-floor commercial uses, and context-sensitive building design, the HSQ zoning provides a regulatory framework that aligns with adjacent downtown zoning districts and existing land uses. The district also complements any applicable overlay standards by

prioritizing historic compatibility, scale, and urban form rather than auto-oriented development patterns.

Overall, the HSQ zoning advances the goals of the Reshaping the Square Master Plan *by promoting compatible infill development, preserving the Square's historic character, and supporting a cohesive and vibrant downtown core consistent with long-range planning objectives adopted by the City of Independence.*

4. **The compatibility of the proposed zoning and allowed uses with the character of the neighborhood.**
   The proposed rezoning is compatible with the existing and planned character of the surrounding area and is consistent with the vision established in the Reshaping the Square *Master Plan for the Independence Square. The Master Plan calls for a balanced mix of uses, reinvestment in underutilized properties, and context-sensitive development that supports the Square as a walkable, mixed-use activity center while respecting adjacent neighborhoods.*

   The requested zoning and its permitted uses align with these goals by encouraging development patterns that complement the scale, intensity, and function envisioned for the area. The proposed uses are intended to support the Square's role as a focal point for commerce, services, and residential activity, while avoiding land use conflicts with nearby properties. In addition, the rezoning promotes reinvestment and adaptive reuse in a manner that reinforces the historic character and urban form emphasized in the Master Plan.

   Overall, the proposal advances the Reshaping the Square *objectives by fostering compatible land uses, supporting economic vitality, and reinforcing the long-term vision for the Square as a vibrant and cohesive district integrated with its surrounding neighborhoods.*

5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.
   The subject properties are not well suited for the full range of uses permitted under the existing zoning regulations. The parcels zoned C-2 are constrained by setback requirements that significantly limit developable areas, thereby restricting the practical use of the sites for many commercially permitted uses. In addition, the properties zoned I-1 are not appropriate for industrial development due to their proximity to established residential neighborhoods and nearby Square-area commercial uses. Industrial activities would be incompatible with the surrounding land uses and could result in land use conflicts. As a result, the existing zoning classifications do not align with the physical characteristics of the properties or the surrounding development pattern, supporting consideration of the proposed rezoning.

6. **The length of time the subject property has remained vacant as zoned.**
   This question is not applicable for all the properties, except for those east of the Sermon Center that have been vacant for decades.

7. **The extent to which approving the rezoning will detrimentally affect nearby properties**.
   Approval of the requested rezoning is not anticipated to have a detrimental effect on surrounding properties. The proposed zoning district is compatible with the existing and planned land uses in the immediate area and allows for development that is similar in scale, intensity, and character to nearby properties.

Based on the location, surrounding development pattern, and the City's regulatory framework, the proposed rezoning is not expected to negatively affect property values or the use and enjoyment of nearby properties.

8. **The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**
   If rezoning is denied, both the C-2 and I-1 zoned properties will continue to have legal nonconforming setbacks and thus be difficult to develop given the limitation Further, there are limitations for commercial uses on the industrially zoned lots.

EXHIBITS

1. Notification Letter
2. Notification Address List
3. Notification Area Map
4. Affidavit
5. Aerial Imagery
6. HSQ Subdistrict map
7. Comprehensive Plan map
8. Zoning map

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

February 4, 2026

Dear Property Owner:

The City of Independence is proposing to change the zoning classification of properties located near Truman Road and Noland Road, Lexington Avenue and Memorial Drive and Lexington Avenue and Lynn Street from I-1 (Industrial) and C-2 (General Commercial) to HSQ (Historic Square).

You are receiving this notification because your property has been identified as being within 185 feet of the subject properties for rezoning.

Firstly, the zoning of the properties listed below are sought to be changed from I-1 (Industrial) to HSQ (Historic Square) 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:

- **301, 14109, 14115, 14411, 14413, 14417 and 14419 E. Truman Road and 300 E. Lexington Avenue** from I-1 (Industrial) to HSQ (Historic Square).

Secondly, the zoning of the properties listed below are sought to be changed from C-2 (General Commercial) to HSQ (Historic Square) to better match the use/zoning of surrounding properties. Again, 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:

- **223 E. Truman Road, 124 E. Kansas Avenue, 111 and 200 N. Noland Road, 208, 210, 214 and 215 E. Lexington Avenue, 211 E. Paxton Avenue and 111 E. Maple Avenue** from C-2 (General Commercial) to HSQ (Historic Square).

The lots on the map presently have been zoned I-1 (Industrial) and C-2 (General Commercial) for many years. The City is proposing to change the zoning of the lots to **HSQ (Historic Square)**, a zoning classification that would allow mixed-use buildings, libraries/cultural exhibits, basic utilities, colleges, daycare, medical centers, religious institutions, schools, animal sales, grooming and veterinary services, eating and drinking establishments, spectator sports-indoor small venue, financial services (not pawn shops or short-term loans), food and beverage retail sales, lodging (bed and breakfast, hotel/motel, and short-term rentals), medical services, office,

personal improvement services repair and laundry services, retail sales services, sports and recreation participant indoor and artisan manufacturing.

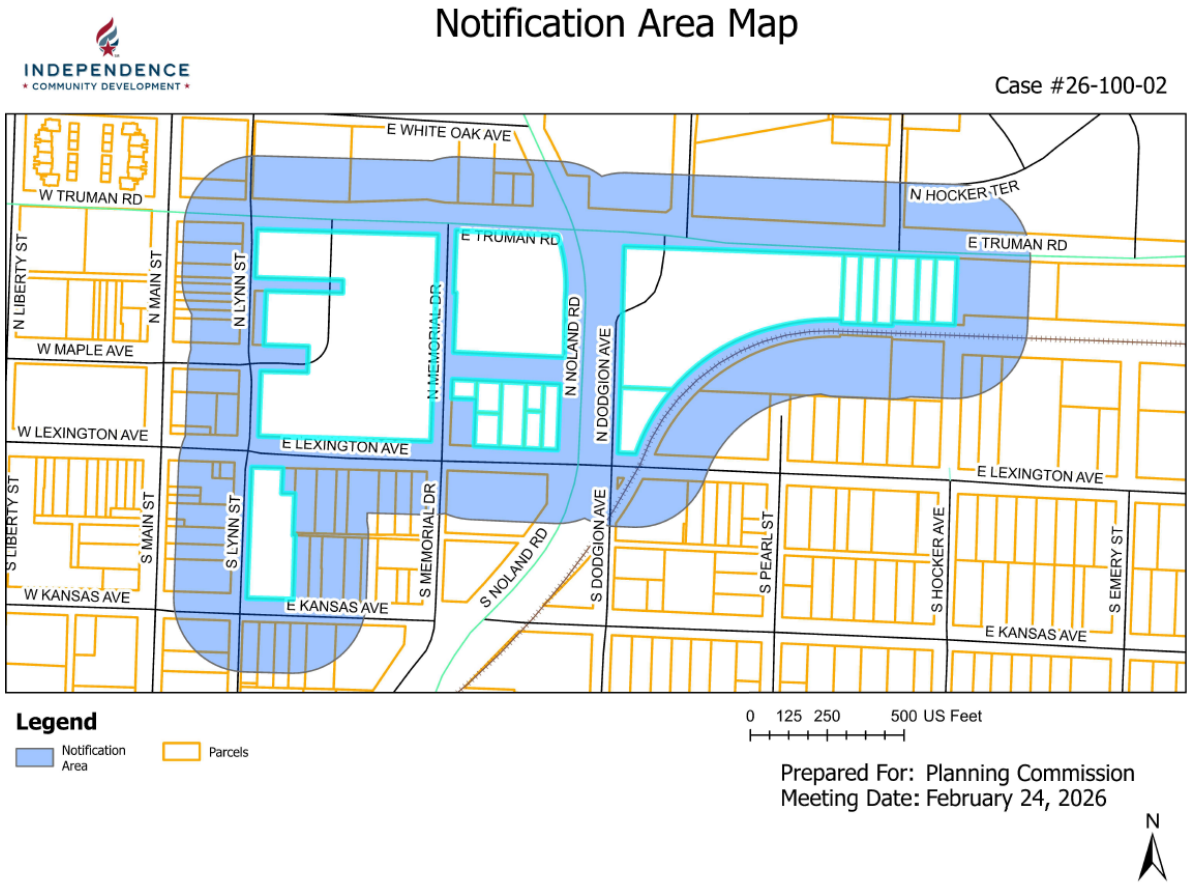
A formal public hearing on this rezoning will be held on **February 24, 2026** by the Independence Planning Commission at 6:00 p.m. The meeting will also be streamed on City 7 and YouTube. The City Council is scheduled to consider action on this request at its 6:00 p.m. meeting on April 20, 2026.

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
Planner



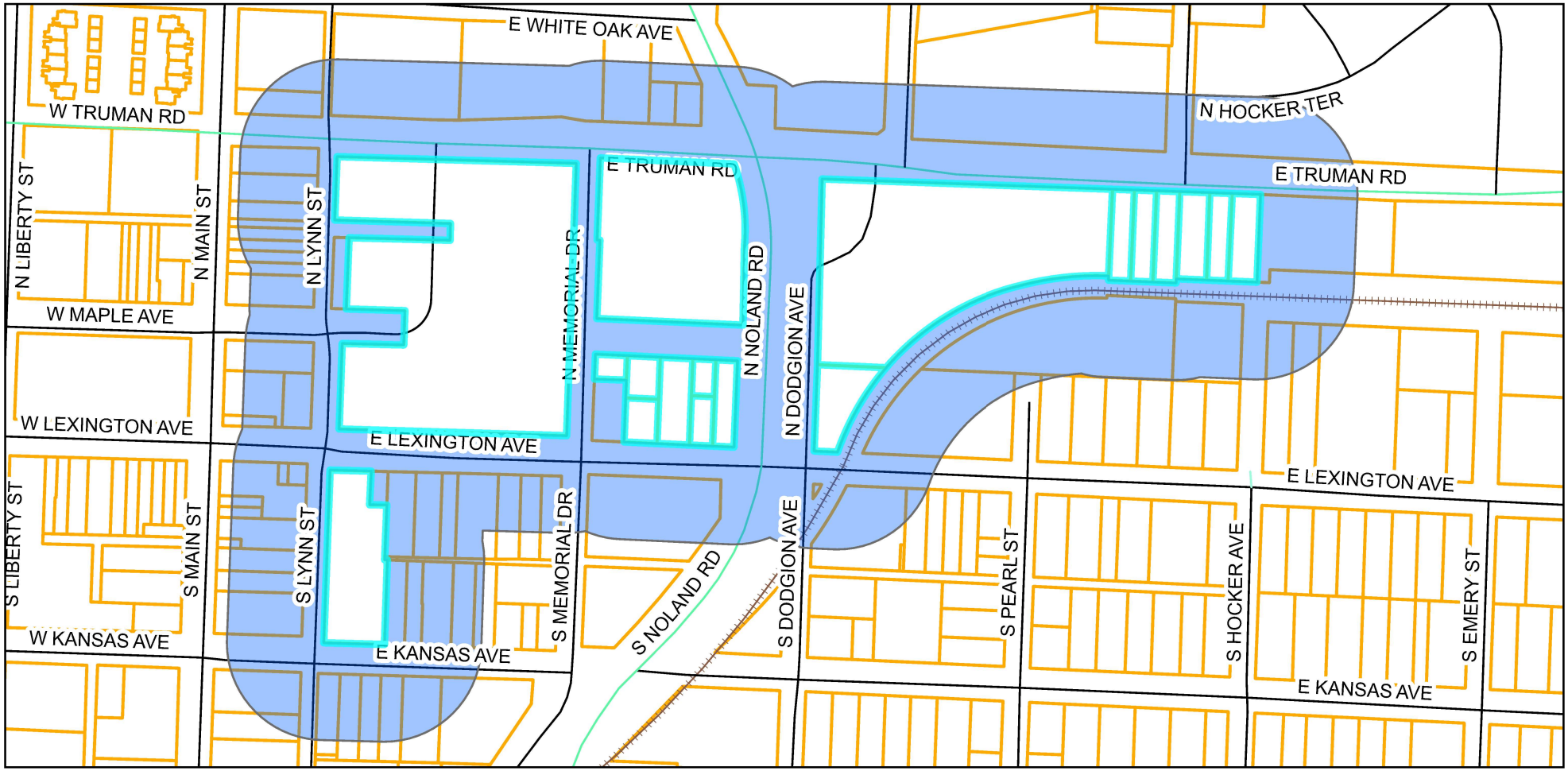
Property Address	Property Owner	Owner Address	City	State	ZIP Code
201 S MAIN ST	VITALE ROSEMARY-TRUSTEE	PO BOX 7027	OVERLAND PARK	KS	66207
101 S MAIN ST	CARL ADRIAN F & SUNA	15800 E 28TH STREET CT S	INDEPENDENCE	MO	64055
211 N MAIN ST	211 MAIN STREET	116 S PLEASANT ST	INDEPENDENCE	MO	64050-3638
107 S MAIN ST	107 MAIN STREET LLC	221 W LEXINGTON AVE STE 400	INDEPENDENCE	MO	64050
123 E KANSAS AVE	GILLPATRICK DAVID & THERESA	123 E KANSAS AVE	INDEPENDENCE	MO	64050
111 N MAIN ST	MW MEDLEY ENTERPRISES LLC	1711 N MO 7 HWY	INDEPENDENCE	MO	64056
125 S MAIN ST	COOLEY INVESTMENTS LLC	7605 BRECKENRIDGE AVE	KANSAS CITY	MO	64139
14505 E TRUMAN RD	SMITH FRANK A	1403 W COLLEGE ST	INDEPENDENCE	MO	64050
506 E LEXINGTON AVE	JESTER SAMANTHA & LOGAN	506 E LEXINGTON AVE	INDEPENDENCE	MO	64050
136 E KANSAS AVE	ALPINE EQUITY LLC	PO BOX 241	INDEPENDENCE	MO	64051
125 E LEXINGTON AVE	ALLIN JERRY A & BONNIE-TRUSTEE	15100 E 41ST ST	INDEPENDENCE	MO	64055
200 S MEMORIAL DR	FASSE GREGORY P & CAROLEE J	3223 SANTA FE TER	INDEPENDENCE	MO	64055
217 N MAIN ST	JACKSON COUNTY HISTORICAL SOCIETY	PO BOX 4241	INDEPENDENCE	MO	64051
508 E LEXINGTON AVE	DANIELS MARION E JR & JOANNA M	508 E LEXINGTON AVE	INDEPENDENCE	MO	64050
201 N MAIN ST	SQUARE PROPERTIES	PO BOX 900	INDEPENDENCE	MO	64051
127 E KANSAS AVE	DEEJAY INVESTMENTS LLC	127 E KANSAS AVE	INDEPENDENCE	MO	64050
140 E KANSAS AVE	BARTOSIK JOSEPH	140 E KANSAS AVE	INDEPENDENCE	MO	64050
121 E KANSAS AVE	NIELSEN JAYNIE C	121 E KANSAS AVE	INDEPENDENCE	MO	64050
203 N LYNN ST	THE POWERHOUSE FOUNDATION INC	PO BOX 1019	INDEPENDENCE	MO	64050
139 E LEXINGTON AVE	PEDDLERS PARTNERS	139 E LEXINGTON AVE	INDEPENDENCE	MO	64050
504 E LEXINGTON AVE	BROOKSHIRE ATHENA N	504 E LEXINGTON AVE	INDEPENDENCE	MO	64050
NO ADDRESS ASSIGNED	LAND TRUST OF JACKSON COUNTY MISSOURI	4035 CENTRAL ST	KANSAS CITY	MO	64111-2207
115 S MAIN ST	BELLISSIMO PROPERTIES BY STEFANIA LLC	115 S MAIN ST	INDEPENDENCE	MO	64050
13910 E TRUMAN RD	KANSAS CITY AREA TRANS AUTH	1200 E 18TH ST	KANSAS CITY	MO	64108
104 E LEXINGTON AVE	SQUARE ONE HOMES LLC	PO BOX 65	INDEPENDENCE	MO	64051
211 S LYNN ST	ZUPANEC KEVIN M	6613 HARVARD AVE	RAYTOWN	MO	64133
109 E LEXINGTON AVE	TREVCON LLC	800 W MAPLE AVE	INDEPENDENCE	MO	64050
124 E TRUMAN RD	SCHOOL DISTRICT OF CITY OF INDEPENDENCE	201 N FOREST AVE	INDEPENDENCE	MO	64050
126 E KANSAS AVE	KEYS COLEMAN O	7949 BLUE RIDGE BLVD	KANSAS CITY	MO	64138
215 N MAIN ST	MCPROPERTIES LLC	PO BOX 900	INDEPENDENCE	MO	64051
209 N MAIN ST	SCANDINAVIA PLACE LLC	209 N MAIN ST	INDEPENDENCE	MO	64050
103 N MAIN ST	MCPROPERTIES LLC	308 W MAPLE AVE	INDEPENDENCE	MO	64050

132 E KANSAS AVE	VELASQUEZ WILLIAM AUGUSTO ORELLANA	4729 HEDGES AVE	KANSAS CITY	MO	64133
213 N MAIN ST	HART WILLIAM & BARBARA	915 S MAIN ST	INDEPENDENCE	MO	64050
141 E LEXINGTON AVE	LOCK & KEY PROPERTIES LLC	112 S MEMORIAL DR	INDEPENDENCE	MO	64050
123 S MAIN ST	STUDIO SQUARE LLC	221 E LEXINGTON AVE STE 400	INDEPENDENCE	MO	64050
209 S MAIN ST	MCPROPERTIES LLC	201 W LEXINGTON AVE STE 400	INDEPENDENCE	MO	64050
315 E LEXINGTON AVE	T&L LLC	308 E KANSAS AVE	INDEPENDENCE	MO	64050
301 N DODGION AVE	HOUSING AUTHORITY INDEPENDENCE	210 S PLEASANT ST APT 112	INDEPENDENCE	MO	64050
121 E LEXINGTON AVE	121 LEXINGTON LLC	5742 DARLING ST	HOUSTON	TX	77007
117 S MAIN ST	THREE TRAILS CENTER LLC	PO BOX 900	INDEPENDENCE	MO	64051
200 E LEXINGTON AVE	ST PAUL A M E CHURCH	200 E LEXINGTON AVE	INDEPENDENCE	MO	64050
111 E LEXINGTON AVE	LUCHT JODIE E	921 S MAIN ST	INDEPENDENCE	MO	64050
128 E KANSAS AVE	FRISBIE'S LLC	4105 BUCKNER TARSNEY RD	SIBLEY	MO	64088
131 E KANSAS AVE	HAMAN DIANE K	131 E KANSAS AVE	INDEPENDENCE	MO	64050
151 E LEXINGTON AVE	VEST HOLDINGS LLC	312 NE PALMER DR	BLUE SPRINGS	MO	64014
124 E TRUMAN RD	UNITED STATES OF AMERICA	601 RIVERFRONT DR	OMAHA	NE	68102

Notification Area Map

INDEPENDENCE
COMMUNITY DEVELOPMENT

Case #26-100-02



Legend

Notification Area

Parcels

0 125 250 500 US Feet

Prepared For: Planning Commission
Meeting Date: February 24, 2026

N

Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 26-100-02

I, Chelsea Wright, 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 4 day of February, 2026.

Chelsea Wright

Signature of Agent, Owner or Attorney

Subscribed and sworn to before me this 4 day of February, 2026.

Miranda L Rice

Notary Public

MIRANDA L RICE
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: March 12, 2028
Commission Number: 12313615

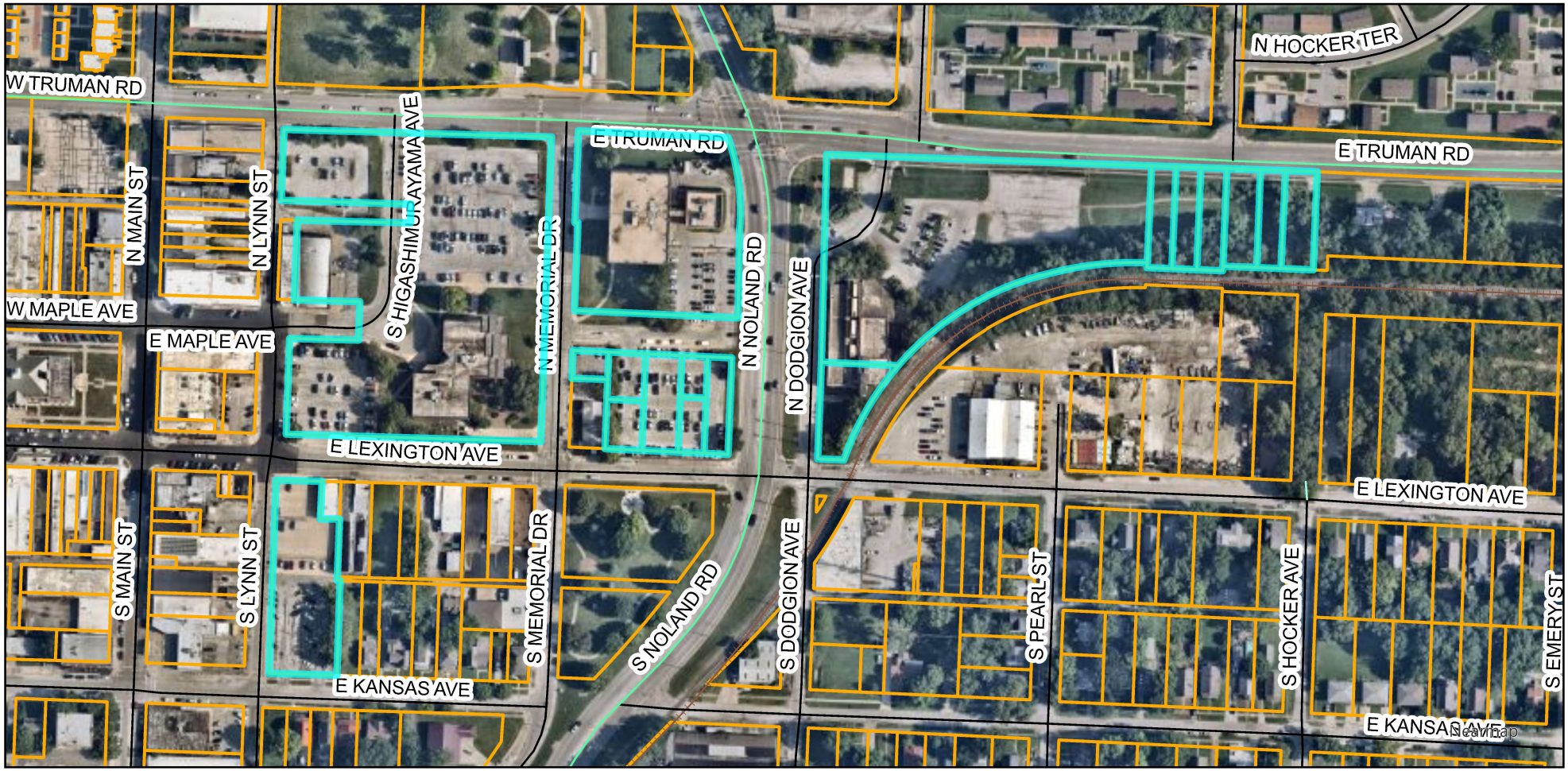
03/12/28

Commission Expiration Date

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Aerial Imagery

Case #26-100-02



Legend

Parcels

0 125 250 500 US Feet

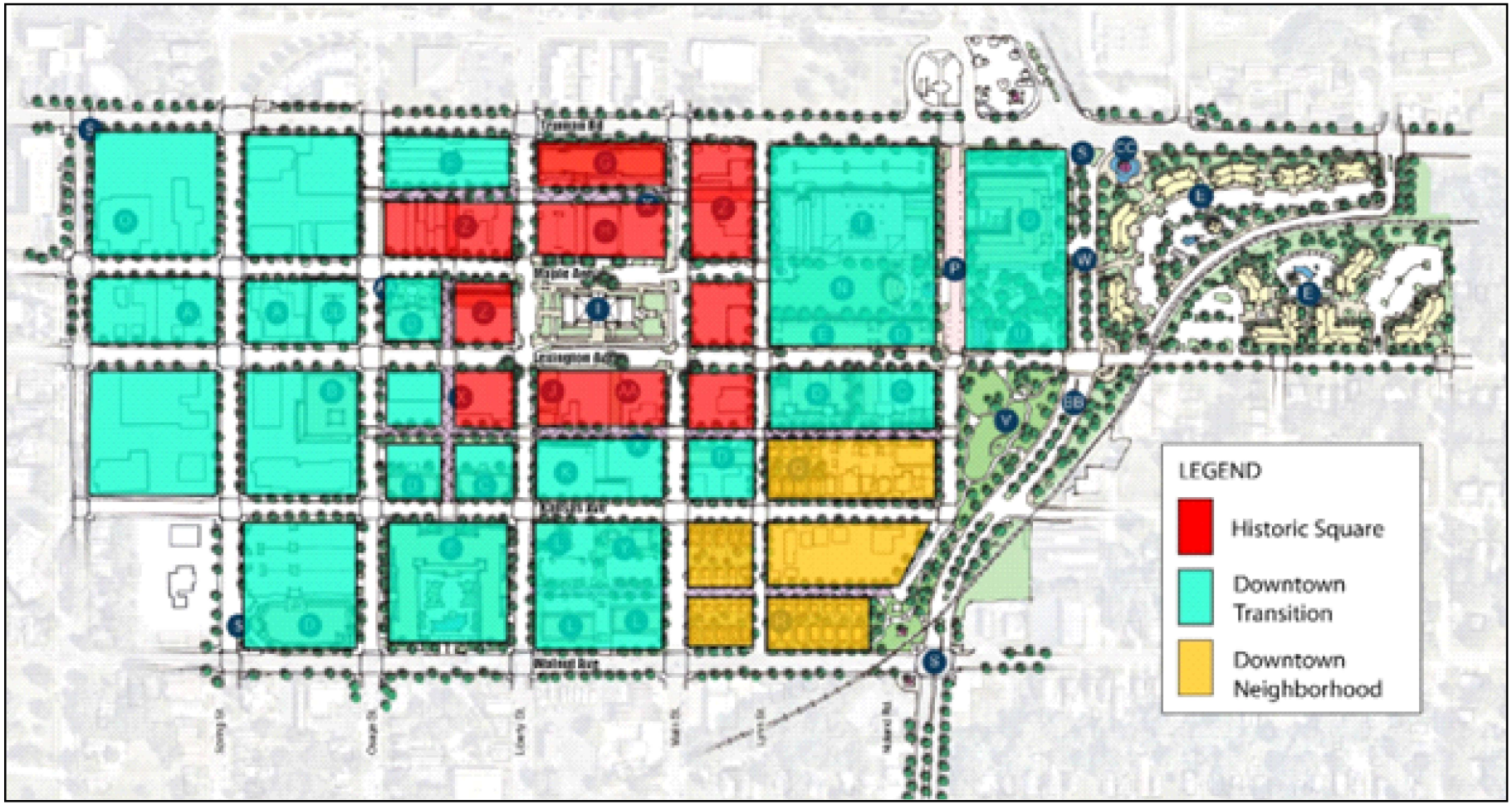
Prepared For: Planning Commission
Meeting Date: February 24, 2026

N

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

HSQ Sub-District Map

Case #26-100-02



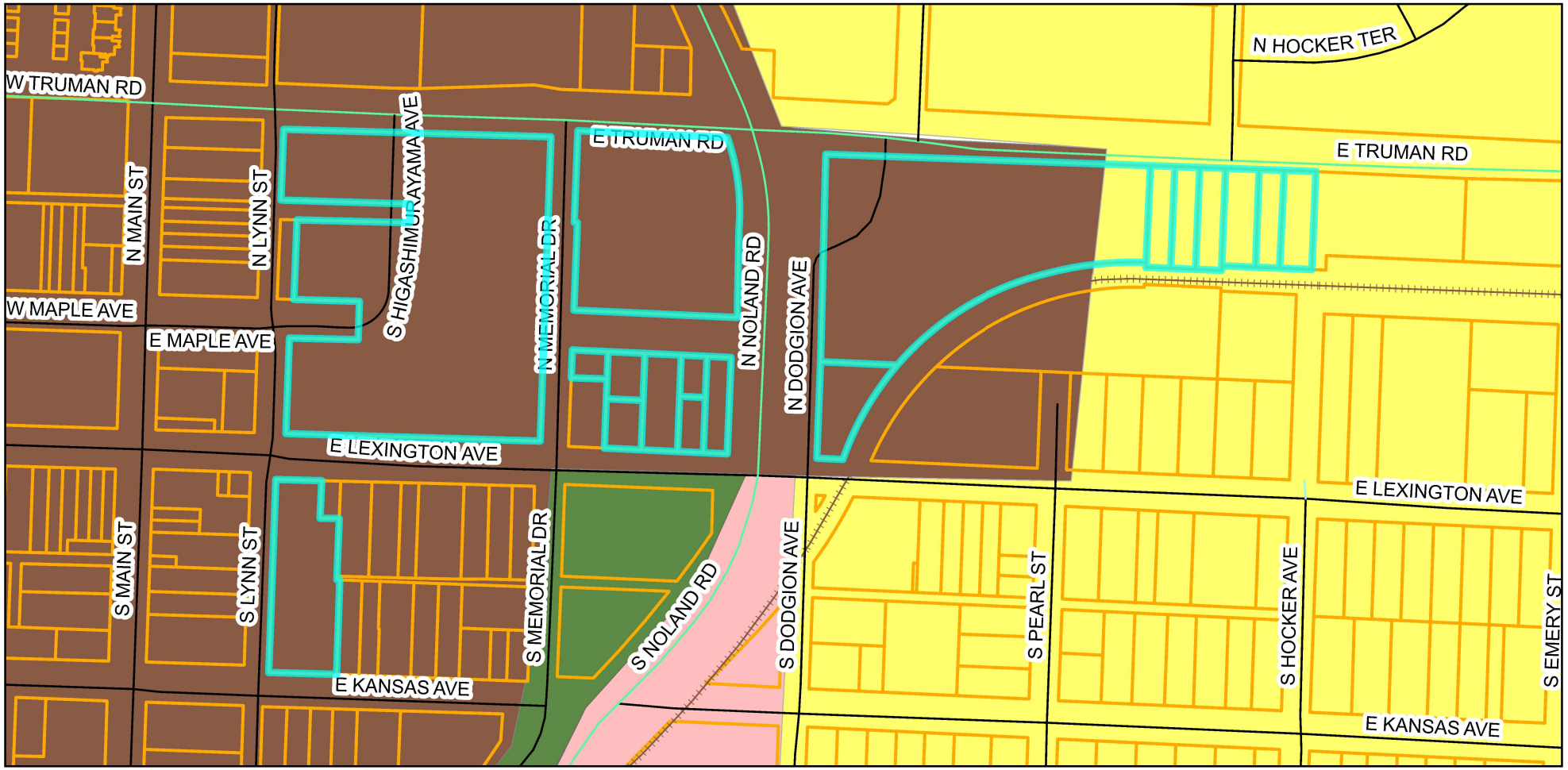
Prepared For: Planning Commission
Meeting Date: February 24, 2026

N

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Comprehensive Plan

Case #26-100-02



Legend

Parcels

Comprehensive Plan

- Residential Neighborhoods
- Mixed Use
- Neighborhood Commercial
- Parks

0 125 250 500 US Feet

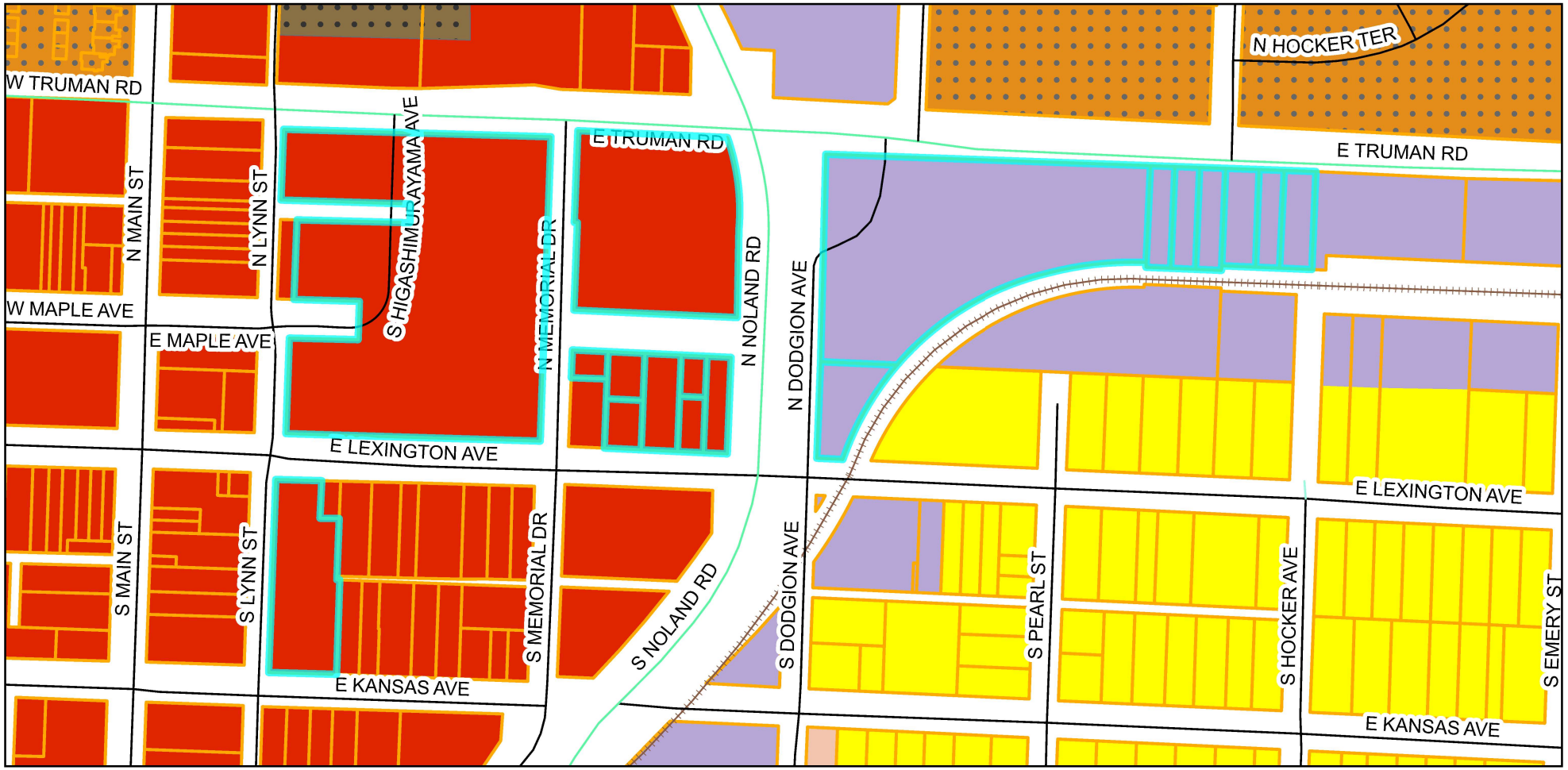
Prepared For: Planning Commission
Meeting Date: February 24, 2026

N

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Zoning Map

Case #26-100-02



Legend

Parcels

Zoning District

- C-2
- C-2/HL
- I-1
- I-1/HL
- O-1
- R-12
- R-18/PUD
- R-30/PUD
- R-6

0 125 250 500 US Feet

Prepared For: Planning Commission
Meeting Date: February 24, 2026

N

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Planning Commission Minutes

February 24, 2026 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 2/24/2026, in the 111 E Maple Avenue, Independence, MO 64050. The meeting was called to order.

ROLL CALL

Upon roll call, the following members were present - Laurie Dean Wiley, Eric Ashbaugh, Edward Nesbitt, Dan O'Neill, Virginia Ferguson, Jose Torres. Absent - Michael Young.

CONSENT AGENDA

The Consent Agenda consists of routine items of business to be acted upon by the Planning Commission with little or no public discussion. The staff or committee recommendation for each item is included in the Planning Commission packet. Any item may be removed by a commissioner or staff member to become part of the regular agenda.

1. **Planning Commission Minutes – February 10, 2026**

Motion

Commissioner Edward Nesbitt made a motion to approve the Consent Agenda. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

PUBLIC HEARINGS

1. **Case 26-100-02 – Rezoning – City owned properties located near Truman & Noland, Lexington & Memorial, and Lexington & Lynn** - A request to rezone the from C-2 (Commercial) and I-1 (Industrial) to HSQ (Historic Square).

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 explained that HSQ is a new zoning classification intended to allow the square to maintain similar development standards and to ensure that the Historic Square can remain as it currently exists today. He clarified that the rezoning applies only to city-owned properties. Individual property owners surrounding the square may request rezoning to the HSQ district at their discretion. This would allow them to rebuild according to HSQ standards rather than the current commercial standards.

Mr. Harker emphasized that this rezoning is unrelated to eminent domain. He stated that the affected properties will simply carry the new zoning designation, consistent with the previously adopted plan.

Public Comments

Nina Falls, 18955 E. Geronimo Court, expressed concern about the possible elimination of the park and the rezoning of churches in the area.

Mr. Harker clarified that there are no plans to eliminate the park. He further explained that churches would only need to request rezoning if they were undertaking a major construction project, such as rebuilding after a fire.

Alversia Pettigrew, 811 N. Delaware, voiced concerns about losing the park and the possibility that the city might attempt to take her church through eminent domain.

Mr. Harker reiterated that the park is not part of the proposed rezoning and that the city has no plans to take any churches through eminent domain.

Motion

Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 26-400-01 – Short-Term Rental – 12115 E. 47th Terrace S.** – A request to operate a Short-Term Rental at the property.

Staff Presentation

Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Applicant Comments
Adam Austin, 12115 E 47th Ter S., states this is his second short-term rental in the City of Independence. He said that he currently lives at the residence and will move out before taking reservations.

Public Comments
No public comments.

Motion
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Eric Ashbaugh seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

2. **Case 26-400-07 – Short-Term Rental – 1425 W. Waldo Avenue** – A request to operate a Short-Term Rental at the property.

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
Eric Benz, 12114 W 72nd Ter, Shawnee, KS, stated one side of the duplex will be used as a short-term rental and the other as a long-term rental.

Public Comments
No public comments.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Jose Torres seconded the motion. The motion was approved Yes 6, No 0, Abstained 0.

ROUNDTABLE - NEXT MEETING MARCH 10, 2026

Rick Arroyo distributed the draft Capital Improvement Program (CIP) document to the members. He noted that a representative from each department will be present at the March 10, 2026 meeting to address any questions regarding their respective projects.

Commissioner Ashbaugh expressed concern about companies constructing single-family homes intended solely for rental purposes. He stated that he would like City staff to explore potential measures to prevent this type of development from occurring in Independence.

ADJOURNMENT

The meeting was adjourned at 7:10 p.m.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-026 2R An Ordinance authorizing the submission of the Program Years 2026–2030 Consolidated Plan, Citizen Participation Plan, and the Fiscal Year 2026–27 Annual Action Plan for the CDBG and HOME Programs to the U.S. Department of Housing and Urban Development (HUD); authorizing applications for CDBG and HOME program funds; authorizing execution of a written agreement and acceptance of federal funds; and making the necessary appropriations. **2R**

Recommendations:

Council approval is recommended.

Background:

Consolidated Plan Overview

The Consolidated Plan (Con Plan) is a document designed to help the City of Independence assess affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The Con Plan process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align with HUD's block grant programs: Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program. The Con Plan is carried out through the City's Annual Action Plan (AAP), which provides a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Con Plan. The City annually reports accomplishments and progress toward the Con Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

The Con Plan is submitted to the U.S. Department of Housing and Urban Development (HUD) for funding under its entitlement formula grant programs pursuant to the Cranston-Gonzalez National Affordable Housing Act of 1990. Under the Cranston-Gonzalez National Affordable Housing Act, jurisdictions that receive federal entitlement funds for housing and community development activities are required to prepare a comprehensive three- to five-year plan for using those funds. The City is required to prepare a five-year plan.

The City is currently an entitlement community for both CDBG and HOME funds and receives annual allocations based on HUD's formula. The Consolidated Plan serves as the City's five-year strategic plan for the use of these funds and covers the period from July 1, 2026, through June 30, 2031. The PY 2026–2030 Consolidated Plan addresses affordable housing and community development needs, homelessness issues, and the needs of special populations, including elderly persons, persons with disabilities, victims of domestic violence, persons with HIV/AIDS, unaccompanied youth, and migrant and seasonal farm workers.

The plan establishes a coordinated strategy for the use of CDBG and HOME funds over the five-year period and identifies additional leveraged resources to address community priorities. The one-year Action Plan for FY 2026–27 identifies the specific activities and expenditures for the first year of implementation of the five-year Consolidated Plan.

Citizen Participation Plan
Pursuant to applicable federal regulations at 24 CFR Part 91, the PY 2026-2030 Citizen Participation Plan establishes the policies and procedures the City will follow to ensure meaningful public involvement in the development, review, amendment, and implementation of the Consolidated Plan, Annual Action Plans, Consolidated Annual Performance and Evaluation Reports (CAPERs) and substantial amendments thereto.

Citizen Participation Process
The City followed the required HUD citizen participation process that included:

- Although HUD requires two public hearings, the City conducted four held on November 17, 19, and 20, 2025 to solicit input on local needs and resources and on March 26, 2026 to solicit input on the drafts of the PY 2026-2030 Consolidated Plan, FY 2026-27 Action Plan, PY 2026-2030 Analysis of Impediments to Fair Housing Choice and PY 2026-2030 Citizen Participation Plan.
- Surveys in both English and Spanish were prepared and released to solicit input from the public from early November 2025 through December 17, 2025. Responses were obtained from the general public, housing and social services providers, and other key community stakeholders. Survey questions were drawn predominantly from key information sought (priority needs) for the HUD Consolidated Plan/Action Plan as well as regarding information about the incidence of fair housing violations and knowledge of such by the public.
- In addition, consultations with several key stakeholders/entities were undertaken.

A 30-day public comment period was provided for public review of the draft plan documents associated with the PY 2026-2030 Consolidated Plan. The comment period commenced on March 16, 2026 and ended on April 16, 2026. The public meeting dates and comment periods were published pursuant to the currently adopted Independence Citizen Participation Plan and applicable HUD regulation on November 1, 2025 and February 28, 2026.

This ordinance allocates the CDBG and HOME Program funds, authorizes the City to make application to HUD for the available funds and execute a written agreement for the expenditure of these funds, and allows necessary appropriations to be made.

Emergency Justification:

Fiscal Impact:
It is anticipated that the City will receive an estimated $913,769 in CDBG program funds and $506,904.84 in HOME program funds. In addition, the City proposes to reprogram $14,919.03

in unexpended PY 2024-25 CDBG funds.

The following programs/projects are recommended for the 2026-2027 Annual Action Plan:

CDBG:
1. Program Administration – $182,753.80 (Cost Center 6601) (Maximum 20% of allocation)
2. Housing - Property Maintenance Code Compliance – $195,000.00 (Account 6604.5226.102)
3. Minor Home Repair – $413,868.88 (Account 6604-5226-602)
4. Public Services (social services and assistance programs) – $137,065.35 (Maximum 15% of allocation) (Cost Center 6603.5226)

HOME
1. Program Administration – $50,690.48 (Cost Center 6802) (Maximum 10% of allocation)
2. Community Housing Development Organization (CHDO) – $76,035.72 (Account 6805.5406.700)
3. CHDO Operating Funds – $25,345.24 (Account 6805.5226.700) (Maximum 5% of allocation)
4. Single & Multi-Family Housing Projects – $354,833.40 (Account 6803.5406.505)

Final allocation amounts will be incorporated upon notification from HUD if they differ from the estimated amounts reflected herein.

Council Action:

Department / Contact Community Development /

REVIEWERS
Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. 1. 2026-30 Con Plan AAP CPP and AI Ordinance.04-08.2026 - with Actuals
2. Ordinance -Word
3. Ordinance
4. 2026-2030 Consolidated Plan & 2026-27 AAP_Draft_Redacted
5. 2026-2030 Citizen Participation Plan

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SUBMISSION OF THE PY 2026-2030 CONSOLIDATED PLAN, CITIZEN PARTICIPATION PLAN, AND FY 2026-27 ANNUAL ACTION PLAN FOR THE CDBG AND HOME PROGRAMS, AUTHORIZING APPLICATIONS TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE CDBG AND HOME PROGRAMS; AUTHORIZING EXECUTION OF A WRITTEN AGREEMENT AND ACCEPTANCE OF CDBG AND HOME PROGRAM FUNDS UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974; AND MAKING THE NECESSARY APPROPRIATIONS.

WHEREAS, the Department of Housing and Urban Development (HUD) regulations require the preparation of Consolidated Plans for all entitlement communities every 5 years; and,

WHEREAS, the Consolidated Plan process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align with HUD's block grant programs: Community Development Block Grant (CDBG) Program and HOME Investment Partnerships (HOME) Program; and,

WHEREAS, the Citizen Participation Plan outlines the timing, process and citizen participation procedures the City will undertake securing community input, the review and approval of its future Consolidated Plan, Action Plans, CAPERs (Annual HUD Performance Reports) and substantial amendments thereto; and,

WHEREAS, the City's Annual Action Plan (AAP) provides a concise summary of the actions, activities, and the specific federal resources that will be used each year to address the priority needs and specific goals identified by the Con Plan; and,

WHEREAS, the City's current 2022-2026 Consolidated Five-Year Plan is required to be updated; and,

WHEREAS, the City has authorized the required public meetings to secure citizen input and formulated a reasoned application for available funding by applying for approximately $913,769 in CDBG funds and $506,904.84 in HOME funds; and,

WHEREAS, the City will be utilizing $14,919.03 in prior year CDBG funds; and,

WHEREAS, pursuant to applicable federal regulations and required community and stakeholder engagement, the PY 2026-30 Consolidated Plan, Citizen Participation Plan and the FY 2026-27 Annual Action Plan have been formulated; and,

WHEREAS, the City agrees to conform to and comply with the regulations of the Housing and Community Development Act of 1974, and other pertinent federal regulations; and,

WHEREAS, the activities and programs initiated and undertaken through the CDBG and HOME Programs will benefit low- and moderate-income citizens of Independence, promote a more viable and healthful community; and constitute eligible activities under the CDBG and HOME programs.

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

SECTION 1. That the City Manager is hereby authorized and directed to make application for funding to the Department of Housing and Urban Development (HUD) for the Community Development Program (CDBG) and HOME Investment Partnerships Program (HOME) to be submitted with the City's 2026-2030 Consolidated Five Year Plan and the 2026-2027 Annual Action Plan and recommending the following projects and programs for the 2026-2027 Program Year:

CDBG PROGRAM - FY 2026-2027

Administration	$182,753.80
Housing - Code Compliance	$195,000.00
Minor Home Repair	$413,868.88*
Public Services	$137,065.35
Total	$928,688.03

HOME PROGRAM – FY 2026-27

Administration	$ 50,690.48
Community Housing Development Organization (CHDO)	$ 76,035.72
CHDO Operating Funds	$ 25,345.24
Single & Multi-Family Housing Projects	$354,833.40
Total	$506,904.84

*Denotes $14,919.03 of 2024-25 Program Year CDBG funds added.

SECTION 2. That upon HUD's acceptance of the City's application, the City Manager is authorized to exercise any and all necessary powers available to him to obtain CDBG and HOME Program funding, and to implement those projects listed in the Annual Action Plan, including execution of HUD funding agreements and sub-grant Agreements for the administration of said projects.

SECTION 3. That upon the final execution of funding agreements between the City and HUD, appropriations are hereby authorized to be increased for the purposes and from the sources listed on this ordinance.

PASSED THIS _____ DAY OF _____, 2026, 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:

_____
Interim City Manager

I hereby certify that there is a balance, otherwise, unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

_____
Director of Finance
City of Independence, Missouri

BILL NO. _____

ORDINANCE NO. _____

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WHEREAS, the Citizen Participation Plan outlines the timing, process and citizen participation procedures the City will undertake securing community input, the review and approval of its future Consolidated Plan, Action Plans, CAPERs (Annual HUD Performance Reports) and substantial amendments thereto; and,

WHEREAS, the City's Annual Action Plan (AAP) provides a concise summary of the actions, activities, and the specific federal resources that will be used each year to address the priority needs and specific goals identified by the Con Plan; and,

WHEREAS, the City's current 2022-2026 Consolidated Five-Year Plan is required to be updated; and,

WHEREAS, the City has authorized the required public meetings to secure citizen input and formulated a reasoned application for available funding by applying for approximately $800,000 in CDBG funds and $400,000 in HOME funds; and,

WHEREAS, the City will be utilizing $14,919.03 in prior year CDBG funds; and,

WHEREAS, pursuant to applicable federal regulations and required community and stakeholder engagement, the PY 2026-30 Consolidated Plan, Citizen Participation Plan and the FY 2026-27 Annual Action Plan have been formulated; and,

WHEREAS, the City agrees to conform to and comply with the regulations of the Housing and Community Development Act of 1974, and other pertinent federal regulations; and,

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CDBG PROGRAM - FY 2026-2027

Administration	$160,000.00
Housing - Code Compliance	$195,000.00
Minor Home Repair	$339,919.03*
Public Services	$120,000.00
Total	$814,919.03

HOME PROGRAM – FY 2026-27

Administration	$ 40,000.00
Community Housing Development Organization (CHDO)	$ 60,000.00
CHDO Operating Funds	$ 20,000.00
Single & Multi-Family Housing Projects	$280,000.00
Total	$400,000.00

*Denotes $14,919.03 of 2024-25 Program Year CDBG funds added.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
Interim City Manager

I hereby certify that there is a balance, otherwise, unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

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Housing - Code Compliance	$195,000.00
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Public Services	$120,000.00
Total	$814,919.03

HOME PROGRAM – FY 2026-27

Administration	$ 40,000.00
Community Housing Development Organization (CHDO)	$ 60,000.00
CHDO Operating Funds	$ 20,000.00
Single & Multi-Family Housing Projects	$280,000.00
Total	$400,000.00

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PASSED THIS _____ DAY OF _____, 2026, 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:

_____
Interim City Manager

I hereby certify that there is a balance, otherwise, unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

_____
Director of Finance
City of Independence, Missouri

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

2026-2030 Consolidated Plan & 2026-2027 Annual Action Plan

for the CDBG & HOME Programs

Prepared by

CEW Advisors, Inc.

for the

City of Independence, MO

March 10, 2026

Ordinance Number #####

20201 E. JACKSON DR. • INDEPENDENCE, MO 64057

INDEPENDENCEMO.ORG

DRAFT

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Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Independence has prepared this five-year Consolidated Plan (Program Years 2026-2030) to guide the use of federal entitlement funds received from the U.S. Department of Housing and Urban Development (HUD). Independence anticipates receiving approximately $750,000 in Community Development Block Grant (CDBG) funding and $400,000 in HOME Investment Partnerships (HOME) funding annually over the five-year period.

Independence contracted with CEW Advisors, Inc. to assist in developing this Consolidated Plan following HUD guidelines and ensuring compliance with all relevant federal regulations. The plan was developed based on data analysis, stakeholder consultation, community input, and review of existing planning documents.

The Consolidated Plan consists of five main sections:

- **The Process:** Documents community engagement methods and stakeholder consultation activities.
- **Needs Assessment:** Identifies housing and community needs for low-income and special populations.
- **Housing Market Analysis:** Evaluates existing housing, economic conditions, and service infrastructure.
- **Strategic Plan:** Establishes priority goals and strategies for using HUD funds over five years to meet current needs.
- **Annual Action Plan:** Outlines first-year projects, funding allocations, and expected outcomes.

2. Summary of the objectives and outcomes identified in the Plan

The following goals and priority activities will guide the City's use of HUD funding over the five-year Consolidated Plan period:

Goal 1: Affordable Housing Development - Funds will be used to assist in the creation and/or preservations of 7 affordable housing units for homeownership opportunities throughout the city through new construction, rehabilitation, acquisition, and/or demolition.

Goal 2: Housing Rehabilitation and Energy Efficiency - Funds will be used to support 30 low- and moderate-income households with the rehabilitation and accessibility modification of their homes to ensure housing is healthy, safe, lead free, and can accommodate the city's aging population and persons with disabilities.

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Goal 3: Code Enforcement and Blight Removal – Funds will be used to strengthen code enforcement activities throughout the city, inspecting up to 2,500 homes, identify blighted properties to be targeted for removal, and enhance the overall quality of housing in the community.

Goal 4: Public Services - Funds will be used to support nonprofit agencies in the provision of public services to approximately 3,750 residents including crime prevention and safety, programs for youth and seniors, healthcare and mental health services, basic needs and food assistance, transportation support, community nonprofit capacity building, and other services needed in the community. The funds will also be used to support specific populations such as the homeless, veterans, victims of domestic violence, and other special needs populations as needed.

Goal 5: Community Infrastructure Improvements - Funds may be used for public infrastructure improvements in CDBG eligible Census Tracts or Block Groups benefiting up to 500 residents. Activities may include street and sidewalk improvements, ADA improvements, public parks, sewer and stormwater system improvements, and addressing any flood drainage or related emergency management issues, and other issues as appropriate.

Goal 6: Public Facility Improvements - Funds may be used to support the rehabilitation of public facilities to ensure that nonprofit agencies can make the upgrades, improvements, or modernization improvements necessary to best serve the low- and moderate-income residents of the city, assisting 500 residents. Funds may also be used for city buildings that require accessibility improvements to ensure they can adequately serve the city's population that have mobility challenges.

3. Evaluation of past performance

In reviewing the goals to date from the FY2024 CAPER report, the city has accomplished some important goals, overperformed in others, but struggled meeting outcomes in several areas.

Successes:

- Public Service Activities: 11,934 persons assisted
- Housing Code Enforcement: 1,839 housing units inspected
- Community Facilities Support: 8,172 persons assisted
- Homelessness: 855 individuals accessing overnight shelter
- Homelessness Prevention: 67 persons assisted
- Development of New Affordable Housing: 4 new housing units created
- Residential Rehabilitation: 24 housing units rehabilitated

Challenges:

- Capacity Support – 0 outcomes
- Community Infrastructure Support – 0 outcomes
- Economic Development – 0 outcomes

The lack of outcomes in certain areas of work can largely be explained by the convoluted nature of several of the goals and goal outcome indicators as identified in the previous 2022-2026

Consolidated Plan. Lessons learned from this experience are being incorporated into the development of the 2026-2030 Consolidated Plan. The City will be more focused on identifying and tracking measurable progress that is directly tied to investments in specific projects. This streamlined approach will enable the city to demonstrate success easier and will allow the city to better respond when necessary if there are challenges in meeting its goals in the future.

4. Summary of citizen participation process and consultation process

***Update from PR-15 once completed.

The citizen process involved several community meetings, focus groups and roundtable discussions, an online and paper survey, four public hearings, and a City Council approval process for final authorization to submit the Consolidated Plan. These meetings are discussed in the table below.

The 30-day public comment period for review of the draft 2026-2030 Consolidated Plan and 2026-2027 Annual Action Plan began on Monday, March 16, 2026 and extended through Thursday, April 16, 2026.

A public hearing was scheduled on Thursday, March 26, 2026 at 10am to discuss the final draft Consolidated Plan and Annual Action Plan.

The Huntsville City Council process for authorization of submission including two public council hearings on Wednesday, April 8, 2026 and Monday, April 20, 2026.

[***add information about public hearing and public comments received.]

5. Summary of public comments

Public comments were obtained from the various community meetings held during the development of the Consolidated Plan and Annual Action Plan, during the public hearings, and during the final 30-day public comment period in response to posting of the final draft Plans. Public input across all meetings, hearings, outreach sessions, and the community survey revealed a consistent set of challenges including housing instability, homelessness, and access to transportation and public services. Residents, service providers, seniors, and community organizations emphasized that housing affordability is the most pressing issue, with rising rents, limited affordable units, aging and deteriorating housing stock, and growing housing instability affecting many households. There is strong concern about the increasing level of homelessness, insufficient shelter and transitional housing capacity, and demand for services far exceeding available resources. Participants consistently called for more affordable housing production, rehabilitation of existing units, mixed-income development, and stronger tools to address vacant and unsafe properties.

Community members noted limited availability of mental health services, long waits for care, and the need for stronger crisis support, case management, and domestic violence and youth housing services. Basic needs such as utility assistance, food security, and access to healthcare remain significant concerns for lower-income households and those experiencing homelessness. Transportation barriers emerged as a major cross-cutting issue affecting seniors, persons with

disabilities, and low-income households, limiting access to medical care, employment, food, and community programs, and contributing to isolation for the city's seniors.

Older residents also reported financial strain from rising housing and utility costs, difficulty maintaining homes, limited awareness of available assistance programs, and insufficient home-modification resources.

Targeted outreach with Hispanic and Spanish-speaking residents identified language barriers, housing instability, and fear of interacting with government systems as significant obstacles. Many participants reported difficulty communicating with landlords and service providers, limited access to multilingual assistance, concerns about unjustified fees or eviction, transportation challenges, and unmet needs for youth services and mental health support. Food insecurity and economic instability were also common themes.

6. Summary of comments or views not accepted and the reasons for not accepting them

Not applicable. All comments were reviewed, accepted, and included in the Consolidated Plan.

7. Summary

This Five-Year 2026-2030 Consolidated Plan identifies goals, objectives and strategies to address the City of Independence's housing, homelessness, public service, and community development needs. These needs were identified through an extensive citizen participation and stakeholder consultation process that involved neighborhood residents, service providers, local and state agencies, and other community partners. The Consolidated Plan guides the city's use of CDBG funds to accomplish goals addressing the articulated needs of the community which are described more fully in the Needs Assessment and reflect the existing landscape to meet these needs described in the Market Analysis.

Over the next five years, Independence will deliver programs and services to meet the needs highlighted in the Plan. The city will seek to balance the need for affordable housing, infrastructure improvements, homelessness, public services, and community development needs with the resources that the city receives through the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME). The city seeks to leverage these funds through innovative partnerships, supplemental and braided grant funding whenever possible to maximize the impact it can have on the quality of life for city residents. Given this comprehensive approach and the continued capacity of the City, this plan's goals and objectives are feasible and achievable.

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The Process

PR-05 Lead & Responsible Agencies - 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	INDEPENDENCE	Community Development Department
HOME Administrator	INDEPENDENCE	Community Development Department

Table 1 – Responsible Agencies

Narrative

Independence, MO's Community Development Department is the lead agency for the development of the Consolidated Plan and is responsible for the ongoing administration and management of all aspects of the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) programs. The Department administers Independence's housing, neighborhood revitalization, economic development, and human services programs funded by the U.S. Department of Housing and Urban Development (HUD). The primary function of the Office includes planning and policy-making, program administration, coordination with subrecipients, management of grants and loans, and monitoring and inspection.

Consolidated Plan Public Contact Information

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City of Independence Community Development Director
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Independence, MO, 64050
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PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

In developing the Consolidated Plan, Independence conducted a thorough outreach effort to engage with critical stakeholders in the city and region. The city utilized multiple outreach and engagement efforts and provided communication with residents through posting to its website, publishing notifications in the local newspaper, and sharing information with the public housing authority, nonprofit service agencies, housing developers, the Mid-Continent Public Library, and through email communications.

Independence contracted with CEW Advisors, Inc. to conduct a comprehensive community outreach, stakeholder engagement, and public consultation process. Between October 2025 and January 2026, CEW Advisors, Inc., on behalf of Independence, consulted with city departments, nonprofit service agencies, community and housing development organizations, state agencies, business organizations, and residents to discuss housing, community development, and economic development needs.

This outreach effort was designed to gather stakeholder input and develop an informed set of priority needs to guide the city's investment strategies over the 2026-2030 period covered by this Consolidated Plan. Methods of consultation included: stakeholder interviews, focus groups, roundtable discussions, community meetings, public hearings, and online and paper surveys. The input received through these engagement activities formed the foundation for identifying the priority needs and goals outlined in this Consolidated Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City and its partners maintain active coordination through regular consultation and formal program links: the City's Community Development / Housing staff coordinates with the Independence Housing Authority (IHA), the Continuum of Care (CoC), Local Investment Commission (LINC), Mid-Atlantic, Regional Council (MARC), and local health/behavioral-health providers to align CDBG/HOME activities with supportive services for special populations. This coordination is documented in the City's Annual Action Plan process and IHA planning documents, which emphasize referrals, joint case management, and leveraging of supportive-services funding to reduce homelessness and stabilize assisted households.

ARCH is a key bridge between housing, health, and mental health services. The ARCH program pairs community paramedics from the City's Fire Department with licensed clinical social workers from the Health Department to respond to 911 calls related to mental health crises, substance use, homelessness, and other quality of life or behavioral health issues, instead of automatically dispatching traditional emergency responders. ARCH aims to "meet people where they are," connecting them with appropriate resources and services. Services include on-scene mental

health assessments, crisis intervention, de-escalation, crisis mitigation, and when needed, voluntary transport to more appropriate care facilities or resources. The program also provides follow-up visits and outreach to ensure continuity of care and connect individuals to longer-term services after the initial response.

Through ARCH, the City can intercept and assist individuals experiencing homelessness, mental health crises, or substance abuse, many of whom are low- or moderate-income (LMI) residents or recipients of public/assisted housing. The program helps link these residents to supportive services rather than relying solely on emergency medical services. The ARCH program reduces pressure on traditional fire, police, and EMS resources by handling lower acuity behavioral health and social needs calls, freeing those resources for other emergencies.

Since its launch in March 2023, ARCH has responded to hundreds of 911/behavioral health or quality of life calls; between March and May 2023 alone, the team responded to 297 incidents. By providing targeted, appropriate responses and follow-up care, ARCH has successfully diverted many individuals from emergency rooms or police involvement, improving outcomes, reducing trauma, and linking people to long-term support when needed. These efforts represent a coordinated, cross-departmental approach: the Health Department, Fire Department (paramedics), social-service partners, and housing services all working together to meet community needs more holistically.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

Independence coordinates with the Greater Kansas City Coalition To End Homelessness (CoC Number MO-604) through monthly meetings and active coordination of regional planning efforts. Independence supports homeless prevention, outreach, emergency shelter, transitional housing, permanent supportive housing, and support services for homeless people and targets resources for these endeavors when funding is available. The city commits resources for housing rehabilitation and development which increases the supply of affordable housing in the city. The city has also committed social and supportive services to special populations.

Two additional components of the city's support for homeless individuals and families include:

1. **ARCH (Alternative Response for Community Healthcare)** – Led by Battalion Chief John Borel and coordinated across City of Independence departments, including Health & Animal Services, the Fire Department (with 911 operators), and Clinical Social Workers, this program places Licensed Clinical Social Workers and Community Paramedics into the 911 system to respond to low-acuity calls often related to quality-of-life, housing insecurity, and mental health issues. ARCH staff provide on-site crisis intervention, advocacy, and follow-up support, reducing the burden on first responders while ensuring individuals are connected to appropriate services.

2. **Independence T.O.G.E.T.H.E.R. (Together Opportunities Grow Everyone To Help Empower Resiliency) –** A collaborative program between the City, Community Services League, and the Department of Transportation that hires individuals who are unhoused or in unstable housing situations to clean up litter and debris along key roads in Independence. The program provides meaningful, paid work and a path toward housing stability while supporting the city's beautification efforts.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Independence is not a direct recipient of Emergency Solutions Grant (ESG) funds. The city consults with the Greater Kansas City Continuum Of Care concerning the responsibilities and resource allocation of that agency.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Community Services League (CSL)
	Agency/Group/Organization Type	Services - Housing Services-Children Services-homeless Services-Health Services-Education Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Non-Homeless Special Needs Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	CSL participated in several meetings and roundtables to discuss affordable housing, homelessness, and ongoing community needs in the city. Discussions included the growing homeless population, lack of public transportation options, lack of affordable housing, long public housing waitlists, growing food insecurity, and other social issues related to poverty and economic insecurity. There is a sizeable and growing Spanish speaking population who are unable to access services due to a lack of bilingual staff at many public and private agencies.
2	**Agency/Group/Organization**	Community Action Agency of Greater Kansas City
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy

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	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Virtual meeting with entire leadership team to discuss the programs and services offered to residents of Independence, total number of residents served, information of waitlists for services, and discussion of overall community and housing needs in the city of Independence.
3	**Agency/Group/Organization**	Comprehensive Mental Health
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email communication related to programs and services offered to adults and children in the city of Independence.
4	**Agency/Group/Organization**	Greater Kansas City Coalition to End Homelessness
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in a homelessness roundtable to discuss the overall needs of the homeless population in and around Independence.
5	**Agency/Group/Organization**	HOPE HOUSE
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Non-Homeless Special Needs

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	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Virtual conversation with senior leadership regarding the housing and supportive service needs for survivors of domestic violence in the city of Independence, as well as unmet needs for the community. Agency provided additional data regarding the total clients served and unmet needs which informed the needs assessment and market analysis.
6	**Agency/Group/Organization**	FULL EMPLOYMENT COUNCIL
	Agency/Group/Organization Type	Services-Education Services-Employment Regional organization
	What section of the Plan was addressed by Consultation?	Economic Development Market Analysis Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Virtual meeting with Executive Director to discuss the regional economy and workforce development programs and needs for the city of Independence.
7	**Agency/Group/Organization**	Housing Authority of Independence
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Virtual meetings, phone conversations, and email correspondence with multiple senior leadership of IHA to discuss the developments, housing choice voucher program, waitlist, and needs of residents and persons on the waitlist.
8	**Agency/Group/Organization**	Independence Human Relations Commission
	Agency/Group/Organization Type	Service-Fair Housing Grantee Department
	What section of the Plan was addressed by Consultation?	Market Analysis Fair Housing

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	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Virtual meeting and email correspondence with the Fair Housing Coordinator to discuss fair housing complaints in the city and the process for reporting potential fair housing discrimination.
9	**Agency/Group/Organization**	Kansas City Health Department
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs HOPWA Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Virtual meeting with Housing Manager of the HOPWA program for the region to discuss the housing and service needs for persons living with HIV/AIDS in the city of Independence.
10	**Agency/Group/Organization**	Legal Aid of Western Missouri
	Agency/Group/Organization Type	Service-Fair Housing Regional organization
	What section of the Plan was addressed by Consultation?	Fair Housing
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email communication to discuss fair housing complaints for the city of Independence.
11	**Agency/Group/Organization**	Independence School District
	Agency/Group/Organization Type	Services-Children Services-Education Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children

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	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Virtual meeting with McKinney-Vento Coordinator to discuss homelessness among the students at the Independence School District, and the programs, services and housing options available for students who are identified as homeless and their families.
12	**Agency/Group/Organization**	Mid-America Regional Council
	Agency/Group/Organization Type	Housing Services-Elderly Persons Agency - Emergency Management Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Economic Development Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Virtual meetings with several members of the agency to discuss regional housing, transportation, and economic development needs, as well as services related to seniors and healthy aging.
13	**Agency/Group/Organization**	Palmer Center
	Agency/Group/Organization Type	Services-Elderly Persons Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In-person meeting with staff and seniors to discuss housing and service needs and additional resources available in the community.
14	**Agency/Group/Organization**	Rose Brooks Center
	Agency/Group/Organization Type	Services-Victims of Domestic Violence Regional organization

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	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Virtual meeting with CEO regarding the housing and supportive service needs for survivors of domestic violence in the city of Independence, as well as unmet needs for the community. Agency provided additional data regarding the total clients served and unmet needs which informed the needs assessment and market analysis.
15	**Agency/Group/Organization**	SALVATION ARMY CROSSROADS SHELTER
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Participated in a homelessness roundtable to discuss the overall housing and service needs of the homeless population in and around Independence, the programs and services available, and additional gaps in service, shelter, and housing units.
16	**Agency/Group/Organization**	Missouri Commission on Human Rights
	Agency/Group/Organization Type	Service-Fair Housing Other government - State
	What section of the Plan was addressed by Consultation?	Fair Housing
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email correspondence with several staff to discuss fair housing complaints in the city and the process for reporting potential fair housing discrimination.

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17	**Agency/Group/Organization**	The Whole Person
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	In person meeting with senior leadership team to discuss the housing and supportive service needs of persons with disabilities, the programs and services offered by the agency for residents of the city of Independence, and fair housing issues related to persons with disabilities.
18	**Agency/Group/Organization**	Truman Heritage Habitat for Humanity
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Staff participated in homelessness roundtable discussion and community meetings, and in-person meeting with CEO to discuss barriers to developing affordable housing, housing needs for the city of Independence, and broader homelessness, community development, and infrastructure needs for the city.
19	**Agency/Group/Organization**	Missouri Office of Broadband Development
	Agency/Group/Organization Type	Services - Narrowing the Digital Divide Other government - State
	What section of the Plan was addressed by Consultation?	Economic Development Broadband
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Email and online data collection related to the broadband infrastructure needs of the city of Independence.

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Identify any Agency Types not consulted and provide rationale for not consulting

CEW Advisors, Inc., the consultant hired by the City, scheduled several one-on-one conversations with organizations and agencies engaged in affordable housing, homelessness, social service delivery, senior and youth programming, community and economic development, and other relevant issue areas. Most of these organizations and agencies have existing relationships and partnerships with the City. There were no agency types serving the community that were not consulted during the development of this Consolidated Plan. Further, the Consolidated Plan information gleaned from the myriad of agencies and community members consulted was largely in alignment and self-reinforcing. Because of the broad application of CDBG and HOME funds, most community interests have the potential to impact priority needs and their solutions.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Greater Kansas City Coalition to End Homelessness	Plan goals to address the incidence of homelessness and prevent such in Independence were established to support the regional Continuum of Care endeavors within the Kansas City metro area.
2022-26 Analysis of Impediments to Fair Housing	City of Independence	The City Analysis of Impediments to Fair Housing Choice, FY 2022-2026 identifies and analyzes the barriers to fair housing choice and incidence of such as well as incorporating specific endeavors in the action plan to address such.
2024-2029 Comprehensive Econ Development Strategy	Mid-America Regional Council	Enhancing employment opportunities for city residents is predicated on a broader regional economic development perspective. While the city does not directly allocate HUD funds for economic development projects, understanding the regional economic development strategy allows for resident employment.
Imagine Independence Comprehensive Plan 2040	City of Independence	The city's vision of quality neighborhoods, 21st century jobs, a growing economy, and safe, family-friendly communities, align with the Consolidated Plan goals.
2025 Regional Multi-Hazard Mitigation Plan	Mid-America Regional Council	The hazard mitigation plan helps inform Section MA-65 Hazard Mitigation of the Consolidated Plan.

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Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
City-Wide Housing Study	City of Independence	The City of Independence Housing Study, 2022 was recently prepared and the City Consolidated and Annual Plans drew substantive information from the report and incorporated objectives and endeavors to address affordable issues identified derived from this study.
Reshaping the Square Redevelopment Plan	City of Independence	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 and aligns with the goals of the Consolidated Plan.
Capital Fund Program Five-Year Action Plan	Independence Housing Authority	The IHA five-year and annual plans incorporate the PHA's goals and objectives for the upcoming one- and five- year planning periods. Addressing often similar affordable housing, homelessness, special needs and area community/economic development issues and objectives, the Independence Consolidated and Annual Plan was generated to support IHA endeavors.
Annual PHA Plan	Independence Housing Authority	The IHA five-year and annual plans incorporate the PHA's goals and objectives for the upcoming one- and five- year planning periods. Addressing often similar affordable housing, homelessness, special needs and area community/economic development issues and objectives, the Independence Consolidated and Annual Plan was generated to support IHA endeavors.
Eastern Jackson County WIOA Plan	Eastern Jackson County Workforce Development Board	The local WIOA plan discusses the economic development and workforce training needs to prepare job seekers with competitive and specific skills that help employers develop a 21st Century workforce and allow residents to connect with employment opportunities.

Table 3 – Other local / regional / federal planning efforts

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Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City implements the Consolidated Plan in cooperation with state and regional entities: it participates in State planning and HUD processes, coordinates with the Missouri Department of Economic Development and MARC for hazard mitigation, economic development, and housing programs, and aligns local capital and action plans (CIP and Annual Action Plan) with the MARC regional Comprehensive Economic Development Strategy (CEDS). These relationships support grant applications, program delivery, and cross-jurisdiction strategies (e.g., homelessness, hazard mitigation, and infrastructure projects).

Narrative

N/A

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PR-15 Citizen Participation - 91.105, 91.115, 91.200 (c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

The citizen process involved several community meetings, focus groups and roundtable discussions, an online and paper survey, four public hearings, and a City Council approval process for final authorization to submit the Consolidated Plan. These meetings are discussed in the table below.

The survey results are provided in more detail in Appendix D: Community and Housing Survey Results.

The 30-day public comment period for review of the draft 2026-2030 Consolidated Plan and 2026-2027 Annual Action Plan began on Monday, March 16, 2026 and extended through Thursday, April 16, 2026.

A public hearing was scheduled on Thursday, March 26, 2026 at 10am to discuss the final draft Consolidated Plan and Annual Action Plan.

The Huntsville City Council process for authorization of submission including two public council hearings on April 8, 2026 and April 20, 2026.

[***add information about public hearing and public comments received.]

Citizen Participation Outreach

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1	**Mode of Outreach**	Public Meeting
	Target of Outreach	Non-targeted/broad community
	Summary of response/attendance	CEW Advisors hosted a Homelessness Roundtable Discussion on Nov. 17, 2025, which was attended by the Continuum of Care and staff from Community Services League, Salvation Army Crossroads Shelter, Truman Habitat for Humanity, and the Independence School District. Meeting had 8 participants.
	Summary of comments received	The following were the key themes from the discussion. 1) Dramatic rise of homelessness in Independence 2) Ongoing lack of shelters and affordable housing options 3) Instances of hospitals and treatment centers discharging people into homelessness 4) Demand for services significantly exceeds available resources 5) Significant need for more support and better coordination
	Summary of comments not accepted and reasons	Not applicable. All comments helped inform the Consolidated Plan and Annual Action Plan.
	URL (If applicable)	N/A
2	**Mode of Outreach**	Public Meeting
	Target of Outreach	Persons with disabilities Seniors
	Summary of response/attendance	CEW Advisors hosted a Seniors Roundtable Discussion on Nov. 17, 2025, which was attended by staff from the Palmer Center and seniors who participate in programs at the center. Meeting had 7 participants.

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	Summary of comments received	The following were the key themes from the discussion. The transportation service available in the city is severely limited and alternative options are confusing and unreliable. Para-transit requires long, burdensome applications. Many seniors cannot reach medical appointments, grocery stores, or the center itself. Loss of the previous contracted transportation has isolated seniors. Seniors struggle to keep up with rising rents, property taxes, and utility bills. Property-tax freeze program exists but many are unaware. There are many seniors who live alone and cannot get to the center. There are many smaller home maintenance projects that seniors need help with including yard work, snow removal, light repairs or maintenance, gutter cleaning, basic safety upgrades which go largely unmet. Seniors struggle to find doctors accepting Medicare. Managed care plans offer transportation and wellness activities but limit provider choice. High doctor turnover; long waits for appointments. There is a lack of home-modification resources.
	Summary of comments not accepted and reasons	Not applicable. All comments helped inform the Consolidated Plan and Annual Action Plan.
	URL (If applicable)	N/A
3	**Mode of Outreach**	Public Hearing
	Target of Outreach	Non-targeted/broad community
	Summary of response/attendance	A hybrid in-person and virtual public hearing was held on Monday, November 17, 2025 at 4pm at the municipal building to discuss the Consolidated Plan and the needs of the community. There was a total of 8 meeting participants - 7 in-person and one online.

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	Summary of comments received	The following were the key themes from the discussion. Affordable Housing: Need for quality units, rehab, mixed-income development, transitional housing, and tools to address vacant/dangerous buildings. Homelessness: Need for low-barrier shelters, transitional housing, more case management, and youth housing. Mental Health/DV Services: Need for quicker access to appointments, crisis support, and shelter/transitional options. Basic Needs: Assistance with utilities, transportation, and access to services in underserved neighborhoods. Public Transportation: Limited routes impact access to jobs, food, and services; interest in micro-transit or other alternatives.
	Summary of comments not accepted and reasons	Not applicable. All comments helped inform the Consolidated Plan and Annual Action Plan.
	URL (If applicable)	N/A
4	**Mode of Outreach**	Public Hearing
	Target of Outreach	Non-targeted/broad community
	Summary of response/attendance	A hybrid in-person and virtual public hearing was held on Wednesday, November 19, 2025 at 6pm at the Mid-Continent Public Library North Branch to discuss the Analysis of Impediments to Fair Housing Choice, fair housing discrimination in the community. There was a total of 7 meeting participants - 5 in-person and 2 online.

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	Summary of comments received	The following were the key themes from the discussion. Difficulty investigating and enforcing discrimination complaints. The most extreme historical discriminatory practices (e.g., redlining) are less common, but subtle forms still occur. Many people do not know how or where to report discrimination. Limited availability of accessible housing. Landlords still refusing Section 8 despite high community need. Difficulty following up on questionable rental denials when landlords claim units are already rented. General lack of resources for both tenants and landlords. Concern about deteriorating or unsafe housing units and limited accountability for property conditions. Legal aid organizations have been involved but are not always widely known or easily accessed. Initial public data does not show major disparate impacts related to fair housing in Independence. However, the demographic makeup of the city is only recently diversifying, and additional local data (stories, surveys, lending data) could provide a more complete picture.
	Summary of comments not accepted and reasons	Not applicable. All comments helped inform the Consolidated Plan and Analysis of Impediments.
	URL (If applicable)	N/A
5	**Mode of Outreach**	Public Meeting
	Target of Outreach	Minorities Non-English Speaking - Specify other language: Spanish
	Summary of response/attendance	An in-person meeting was hosted with Community Services League @ BlendWell Comunidad during the Hispanic Food Box food-distribution program. There were a total of 19 participants.

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	Summary of comments received	The following were the key themes from the discussion. Housing Affordability & Instability: Residents reported significant difficulties paying rent, keeping stable housing, and finding safe, affordable units. Many noted rising rents, fear of eviction, and hesitation to interact with landlords or authorities due to language barriers or immigration concerns. There were several anecdotes of landlords charging extra fees without justification. Language Barriers: Residents cannot communicate effectively with landlords, schools, city departments, or service organizations. The lack of multilingual staff at public agencies prevents residents from accessing assistance programs which results in systemic exclusion from services they qualify for. Transportation Barriers: Transportation challenges are significant and affect access to employment, schools, and the ability to reach service providers. Residents noted they often have no functional or reliable transportation options. Food Insecurity: Participants expressed deep gratitude for the food program, which remains essential due to low wages, high housing costs, and lack of stable income. Fear & Distrust of Government Systems: Residents frequently described fear of interacting with government agencies due to immigration concerns, avoiding applying for services even when eligible, and a lack of trust due to previous negative or dehumanizing interactions. Need for Services for Children: There is a high unmet need for after-school programs, support navigating school systems, and access to mental health support for stressed families.
	Summary of comments not accepted and reasons	Not applicable. All comments helped inform the Consolidated Plan and Analysis of Impediments.
	URL (If applicable)	N/A
6	**Mode of Outreach**	Public Hearing
	Target of Outreach	Non-targeted/broad community
	Summary of response/attendance	A hybrid in-person and virtual public hearing was held on Thursday, November 20, 2025 at 5:30pm at the Mid-Continent Public Library Midwest Genealogy Center Branch to discuss the Consolidated Plan and the needs of the community. There were no attendees to this meeting, either in-person or online.

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	Summary of comments received	Not applicable.
	Summary of comments not accepted and reasons	Not applicable.
	URL (If applicable)	N/A
7	**Mode of Outreach**	Public Hearing
	Target of Outreach	Non-targeted/broad community
	Summary of response/attendance	A hybrid in-person and virtual public hearing was held on Thursday, February 12, 2026 at 2:00pm at the Independence Municipal Commons to gather public input on the City's citizen participation process for the development of the Consolidated Plan and Annual Action Plan. There was a total of 3 meeting participants - 1 in-person and 2 online.
	Summary of comments received	CEW Advisors reviewed information related to the Consolidated Plan process, identification of priority needs, eligible activities for CDBG and HOME program, anticipated funding and timeline. No comments were received from attendees. Attendees were encouraged to submit additional written comments during the official public comment period.
	Summary of comments not accepted and reasons	Not applicable.
	URL (If applicable)	N/A
8	**Mode of Outreach**	Public Hearing
	Target of Outreach	Non-targeted/broad community
	Summary of response/attendance	A hybrid in-person and virtual public hearing was held on Thursday, March 26, 2026 at 10:00am at the Independence Municipal Commons to review the draft Consolidated Plan and Annual Action Plan. [***add information about meeting attendance]
	Summary of comments received	[***add information about public comments received]
	Summary of comments not accepted and reasons	[***add information about public comments]
	URL (If applicable)	N/A
9	**Mode of Outreach**	Newspaper Ad
	Target of Outreach	Non-targeted/broad community
	Summary of response/attendance	***Compile all newspaper advertisements. Draft narrative about when ads appeared in newspapers

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	Summary of comments received	Not applicable.
	Summary of comments not accepted and reasons	Not applicable.
	URL (If applicable)	N/A
10	**Mode of Outreach**	Internet Outreach
	Target of Outreach	Non-targeted/broad community
	Summary of response/attendance	An online survey was developed and shared through the city's communications department, social medial accounts, network of social service providers, libraries, and other organizations. A total of 151 surveys were collected, including online responses (148) and paper surveys (3).
	Summary of comments received	Survey responses were wide-ranging, but emphasized housing affordability and availability, aging and dilapidated housing stock, growth of housing instability and homelessness, special housing needs for persons with disabilities, and public service needs related to mental health, healthcare, transportation, childcare, youth programs, and services for seniors, individuals with disabilities, and those experiencing homelessness. More detail is available in Appendix D: Community and Housing Survey Results.
	Summary of comments not accepted and reasons	Not applicable. All comments helped inform the Consolidated Plan and Analysis of Impediments.
	URL (If applicable)	https://bit.ly/IndependenceHousingSurvey
11	**Mode of Outreach**	Public Hearing
	Target of Outreach	Non-targeted/broad community
	Summary of response/attendance	Two public city council hearings were held to review and authorize the submission of the Consolidated Plan and Annual Action Plan. These hearings were held on Wednesday, April 8, 2026 and Monday, April 20, 2026.
	Summary of comments received	[***add information about public comments received]
	Summary of comments not accepted and reasons	[***add information about public comments]
	URL (If applicable)	N/A

Table 4 – Citizen Participation Outreach

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Needs Assessment

NA-05 Overview

Needs Assessment Overview

The Needs Assessment documents significant housing and community development challenges in the City, driven primarily by housing affordability, aging infrastructure, and insufficient supportive services. Across all income levels and household types, housing cost burden is the dominant housing problem, affecting 26.8% of households, with 11.4% experiencing severe cost burden. Overcrowding (2.4%) and substandard housing conditions (0.9%) are less prevalent but still present, particularly among renters and very low-income households. Renters face disproportionately higher housing challenges than homeowners.

Households earning below 50% of Area Median Income (AMI) are most severely impacted, especially those below 30% AMI, and there is a substantial unmet affordable housing need for thousands of units affordable to these lower-income households. Community consultation highlighted growing concern over corporate and institutional ownership of single-family homes, which is perceived to be constraining ownership opportunities, and driving rent increases, exacerbating affordability pressures. Anecdotally, there is also concern that out of state property owners are less inclined to maintain their rental properties or respond to requests for property improvements from renters.

Demographic trends show modest population and household growth since 2014, alongside rising nominal incomes; however, when adjusted for inflation, median income has declined significantly, eroding purchasing power and exacerbating housing cost burdens. Single-person households, particularly seniors and women living alone, represent a large share of cost-burdened renters.

Special needs populations face compounded challenges. Nearly 30% of households include at least one person with a disability, and over one-third of those households experience housing problems. Seniors, especially those living alone or with disabilities, face barriers related to transportation, home accessibility, and aging-in-place supports. Survivors of domestic and sexual violence face acute housing instability, with demand for emergency and transitional housing far exceeding local capacity. Regional data suggest thousands of survivors require housing-related assistance, with shelter utilization at capacity and unmet need growing rapidly.

Homelessness is increasing locally and regionally. Homeless service providers estimate the true number of homeless in the City is likely to be between 250–500, although the 2024 Point-in-Time Count identified 127 unsheltered individuals in Independence. Family shelters and permanent supportive housing are full, and rising rents continue to push low-income households into homelessness. Student homelessness is also a significant concern, with over 800 students identified annually.

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Public housing and voucher programs remain critical but strained. The Independence Housing Authority administers over 2,000 assisted units and vouchers, with rising per-unit costs reflecting regional market pressures. Planned redevelopment and RAD conversions are underway but will require careful coordination to preserve affordability and accessibility.

Beyond housing, the city faces major community development needs, including reinvestment in aging infrastructure, sidewalks, utilities, and ADA accessibility. Transportation was consistently identified as a cross-cutting barrier affecting access to jobs, services, healthcare, and housing stability. Public service needs include rental and utility assistance, eviction prevention, senior services, domestic violence supports, food access, workforce development, childcare, and mental health services.

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NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

This section provides a summary of Independence's housing needs based on HUD-defined housing problems:

Housing Problems in Independence
- Cost Burden: 26.8% (13,665) of households pay more than 30% of income for housing
- Overcrowding: 2.4% (1,225) of households have more than one person per room
- Substandard Housing: 0.9% (435) of households lack complete plumbing or kitchen facilities

Severe Housing Problems
- Severe Cost Burden: 11.4% (5,805) of households pay more than 50% of income for housing
- Severe Overcrowding: 0.5% (275) of households have more than 1.5 people per room
- Substandard Housing: 0.9% (435) of households lack complete plumbing or kitchen facilities

Among Independence's 50,925 households, renters face greater housing challenges than owners. 45.2% of renters experience at least one housing problem compared to 20.5% of owners. The most significant housing problem is cost burden, affecting 26.8% of all households.

30.5% of all households in the jurisdiction experience one or more of the HUD-defined housing problems. When viewed by age, family size, and disability, no specific group reaches the 10 percentage points above the jurisdiction as a whole threshold to be considered disproportionately impacted. However, non-family households are close, being 9.6% more likely to experience one or more housing problems.

Information on disproportionate need by race and ethnicity are covered in Sections NA-15 through NA-30.

Housing Unit Needs

Based on the housing problems identified, Independence needs:
- 450 new or rehabilitated units to address substandard housing conditions
- 6,060 affordable units for households earning less than 30% AMI
- 4,625 affordable units for households earning 30-50% AMI
- 2,440 affordable units for households earning 50-80% AMI
- 310 affordable units for households earning 80-100% AMI
- 230 affordable units for households earning more than the area median income.
- 1,225 larger affordable units to address overcrowding

The need for affordable units is based on the number of renters in each category that are cost burdened. Homeowner affordability is more complex as current homeowners are less likely than current trends to move if cheaper housing becomes available. In short, more affordable rental units can address the cost burden of current renters, where more affordable ownership units largely addresses the cost burden of *future* homeowners.

Community-Identified Housing Needs

In consultations with service providers and community members, the issue of corporate ownership of housing was raised repeatedly. Large corporate buyers are seen to have converted significant portions of ownership housing to rental housing, consolidating the housing market and leading to higher rents and fees. This essentially puts a "ceiling" on the property ladder. This is detailed in the MARC report "Investor Impact on Single-Family Housing in the KC Region."

In the Housing and Community Survey, the top housing needs identified by low- and moderate-income residents were construction of new affordable housing (for rent and for sale), demolition of dilapidated housing, first-time homebuyer assistance, and temporary/transitional housing for the homeless.

Demographics	Base Year: 2014	Most Recent Year: 2023	% Change
Population	117,160	121,944	4%
Households	48,170	50,925	6%
Median Income	$54,978.00	$59,480.00	8%

Table 5 - Housing Needs Assessment Demographics

Alternate Data Source Name:

2019-2023 American Community Survey

Data Source Comments:

Note that the income in the table above is in nominal dollars. In 2014 dollars, the 2023 income is $45,531, representing a decline of 17%.

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	8,385	8,145	11,385	6,230	16,155
Small Family Households	1,990	2,395	3,300	2,740	8,385
Large Family Households	510	525	985	610	1,265
Household contains at least one person 62-74 years of age	1,825	2,050	2,800	1,570	3,850
Household contains at least one person age 75 or older	1,275	1,780	1,915	660	1,490
Households with one or more children 6 years old or younger	1,140	1,185	1,690	874	1,480

Table 6 - Total Households Table

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

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Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	45	200	15	10	270	60	90	15	0	165
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	70	50	120	0	240	0	0	10	15	25
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	265	155	170	0	590	0	15	20	105	140
Housing cost burden greater than 50% of income (and none of the above problems)	2,980	815	70	0	3,865	1,320	405	130	60	1,915

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	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	1,055	2,105	950	50	4,160	705	1,300	1,290	200	3,495
Zero/negative Income (and none of the above problems)	255	0	0	0	255	245	0	0	0	245

Table 7 – Housing Problems Table

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	3,360	1,225	370	10	4,965	1,385	505	180	180	2,250
Having none of four housing problems	1,860	3,195	4,230	2,030	11,315	1,285	3,220	6,600	4,010	15,115

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Household has negative income, but none of the other housing problems	255	0	0	0	255	245	0	0	0	245

Table 8 – Housing Problems 2

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,195	1,140	445	2,780	325	660	495	1,480
Large Related	330	255	0	585	80	139	35	254
Elderly	1,055	1,015	305	2,375	1,055	685	520	2,260
Other	1,775	840	275	2,890	620	215	365	1,200
Total need by income	4,355	3,250	1,025	8,630	2,080	1,699	1,415	5,194

Table 9 – Cost Burden > 30%

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

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4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	935	320	0	1,255	205	110	80	395
Large Related	240	0	0	240	70	4	0	74
Elderly	530	340	65	935	680	250	15	945
Other	1,530	165	10	1,705	425	35	30	490
Total need by income	3,235	825	75	4,135	1,380	399	125	1,904

Table 10 – Cost Burden > 50%

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	315	165	165	0	645	0	15	15	60	90
Multiple, unrelated family households	0	0	0	0	0	0	0	0	60	60
Other, non-family households	20	40	40	0	100	0	0	0	0	0
Total need by income	335	205	205	0	745	0	15	15	120	150

Table 11 – Crowding Information – 1/2

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Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source Comments:

Describe the number and type of single-person households in need of housing assistance.

While CHAS data tracks housing problems for various household types, it does not include single-person households in that list. However, knowing that cost burden is the main driver of housing need, we can make some rough proxy estimates using ACS data.

According to the 2019-2023 American Community Survey there are an estimated 17,370 single person households in Independence. Of these households, 17.6% (3,049) are below the poverty line.

Additionally, using the ACS we can break down the 17,370 single person households into age and sex categories and get a rough estimate of cost burden and severe cost burden. There are strong caveats we must make around these estimates that are discussed below.

There are 5,142 men aged 15-64 living alone in Independence. These households have a median income of $42,278. We estimate that 2,889 of these households are renters, 1,548 are cost burdened and 309 are severely cost burdened.

There are 2,598 men aged 65+ living alone in Independence. These households have a median income of $33,441 We estimate that 862 of these households are renters, 729 are cost burdened and 264 are severely cost burdened.

There are 4,453 women aged 15-64 living alone in Independence. These households have a median income of $34,619. We estimate that 2,501 of these households are renters, 2,114 are cost burdened and 765 are severely cost burdened.

There are 5,177 women aged 65+ living alone in Independence. These households have a median income of $28,119. We estimate that 1,719 of these households are renters, 1,452 are cost burdened and 526 are severely cost burdened.

This gives us a total estimate of 5,843 cost burdened single-person renter households, of which 1,864 are severely cost burdened.

We note that these estimates are based on assumptions about income distribution around the median and cost burden figures for the jurisdiction as a whole translating to the universe of single-person households. These estimates should not be taken as a hard number. However, they should give a sense of the order of magnitude of the need (in this case, thousands rather than tens of thousands).

Finally, we note that there are 7,775 seniors living alone. They may require assistance in their home or modifications to make their home more accessible. This is further discussed in Section NA-45.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Disability
According to the 2019-2023 American Community Survey, 16.4% (19,795) of Independence's non-institutionalized population has one or more disabilities. Among seniors, that number rises to 37.9% (8,132).

According to the CHAS 2017-2021 data, 29.8% (14,965) of Independence households have at least one member with one or more disabilities. Of those, 38.5% (5,755) have one or more of the HUD-defined housing problems (substandard housing, overcrowding, and/or cost burden).

The following breakdown shows households by disability type. Note that some households appear in multiple categories, which explains why the total below (18,610) exceeds the number of households with at least one disabled member.
- Cognitive limitation: 6,145 total households, 43.9% (2,695) with at least one housing problem.
- Hearing or vision impairment: 6,840 total households, 34.6% (2,730) with at least one housing problem.
- Self-care or independent living limitation: 6,735 total households, 42.8% (2,880) with at least one housing problem.
- Ambulatory limitation: 9,120 total households, 42.9% (3,915) with at least one housing problem.

In addition to housing need based on one of the HUD-defined housing problems, many of these households may require additional assistance with services or housing accessibility related to their disability.

Victims of domestic violence and sexual assault
The Missouri Coalition against Domestic and Sexual Violence 2024 Domestic Violence Statistics report for the Kansas City region shows that a total of 4,872 individuals were assisted with emergency shelter (3,358) or transitional housing (1,514) in 2024. A total of 209,659 bed-nights of shelter were provided for adults and children including 42,152 nights of transitional housing,

67,157 nights of emergency shelter, and 100,350 nights of rapid rehousing, rental assistance, and permanent supportive housing.

The report also notes there were additional shelter requests for 14,390 adults and 9,561 children that could not be met due to lack of capacity. This is a 40% increase over 2023.

If we assume the needs of the unserved population are similar to the needs of the served population, we can estimate that an additional 330K bed-nights of emergency shelter capacity and 207K bed-nights of transitional housing capacity are needed in the Kansas City region.

Given that Independence makes up 10.7% of the regional population, we could estimate that the city has ~3,099 individuals in need of housing-related help due to domestic and sexual violence and needs the capacity to provide ~42,716 bed-nights of emergency shelter and ~26,811 to meet the needs of this population.

We note again the assumptions and extrapolation involved means these numbers should not be considered hard estimates, but more an order-of-magnitude of the size of need.

What are the most common housing problems?

Across all household types, income levels, tenures, and demographic categories, the most common housing problem is always cost burden.

By the 2017-2021 CHAS data:
- 26.8% (13,665) of Independence households have a cost burden greater than 30%, with 11.4% (5,805) having a severe cost burden greater than 50%.
- 2.4% (1,225) of Independence households are overcrowded with more than 1 person per room, and 0.5% (275) are severely overcrowded with more than 1.5 persons per room.
- 0.9% (435) of Independence households live in substandard housing.

Are any populations/household types more affected than others by these problems?

Using the definition of disproportionate need provided by HUD as being 10 percentage points higher than the jurisdiction as a whole, we look at which populations and household types are disproportionately affected by these problems.

According to the 2017-2021 CHAS data, renter households and households earning less than 50% of the Area Median Income (AMI) are disproportionately more likely to experience one or more of the HUD-defined housing problems (cost burden, overcrowding, and substandard housing).

Viewing the data by family size, age, or disability status of the household does not find any population to be disproportionately more likely to experience housing problems, although non-family households come close to the threshold at 9.6% above the jurisdictional average.

Renter households and households earning less than 30% of AMI are disproportionately more likely to experience one or more of the HUD-defined severe housing problems (severe cost burden, severe overcrowding, and substandard housing). Data on severe housing problems is not available by age, household type, or disability.

This data is displayed in Appendix A: Data. Additionally, sections NA-15, NA-20, NA-25, and NA-30 examine disproportionate need by race and ethnicity.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

The paper "Inflection Points In Community-Level Homeless Rates" tells us that cost burden strongly correlates with homelessness, and that communities where people spend more than 32% of their income on rent can expect a more rapid increase in homelessness.

We know from the previous question that in Independence renters and those making less than 50% of the area median income (AMI) are at higher risk of being cost burdened. Further we know that those earning less than 30% of AMI are at higher risk of being severely cost burdened.

From section NA-25 we know that African-American and American Indian/Alaska Native headed households are at higher risk of being cost burdened.

All of these groups should be considered at risk of either residing in shelters or becoming unsheltered, with households who meet multiple of these criteria being at higher risk.

Further, the phenomenon of “doubling up” is known to strongly correlate with future homelessness, as it is often a last-ditch strategy to prevent homelessness. This can explain in part why non-family households are 9.6 percentage points more likely to experience housing problems. While “doubling up” is not explicitly tracked, we can use overcrowding (defined as more than one person per room) as a proxy. In Independence there were 1,485 overcrowded households according to the 2017-2021 CHAS data.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

N/A

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

As discussed above, the housing characteristics most linked to instability and increased risk of homelessness are cost burden and overcrowding.

The link between cost burden and homelessness is discussed in the paper "Inflection Points In Community-Level Homeless Rates" which tells us that communities where people spend more than 32% of their income on rent can expect a more rapid increase in homelessness.

The use of overcrowding as a predictor of homelessness is based on seeing overcrowding as a proxy for "doubling up."

Discussion

N/A

DRAFT

NA-15 Disproportionately Greater Need: Housing Problems - 91.205(b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD, disproportionate need occurs when a household category has a level of need that is at least 10 percentage points higher than the level of need of all households in a particular income category. For example, if 60% of households earning between 50% and 80% of the area median income (AMI) have a housing problem, and 75% of Hispanics in the same income category have a housing problem, Hispanics would have a disproportionate need.

This section assesses disproportionate need of the HUD-defined housing problems by race and ethnicity at specific income levels. We have already examined disproportionate need by tenure, income, age, and household type in Section NA-10.

As a reminder, the HUD-defined housing problems are
- Lacking complete plumbing (including hot and cold running water, a flush toilet, and a bathtub or shower)
- Lacking complete kitchen facilities (including a kitchen sink; a cooking stove, built-in burners, or a microwave oven; and a refrigerator)
- Overcrowding with more than 1.01 persons per room (not including bathrooms, porches, foyers, halls, or half-rooms)
- Cost burden of spending more than 30% of household income on housing

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,505	1,325	555
White	5,055	1,065	350
Black / African American	815	240	130
Asian	55	5	20
American Indian, Alaska Native	55	0	0
Pacific Islander	30	0	0
Hispanic	355	4	35

DRAFT

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Other	0	0	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,135	3,010	0
White	3,745	2,555	0
Black / African American	450	120	0
Asian	10	4	0
American Indian, Alaska Native	4	4	0
Pacific Islander	0	0	0
Hispanic	660	290	0
Other	0	0	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

DRAFT

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,790	8,595	0
White	2,160	6,855	0
Black / African American	360	745	0
Asian	0	140	0
American Indian, Alaska Native	0	45	0
Pacific Islander	20	4	0
Hispanic	255	675	0
Other	0	0	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

DRAFT

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	440	5,790	0
White	360	4,960	0
Black / African American	10	340	0
Asian	0	60	0
American Indian, Alaska Native	0	15	0
Pacific Islander	50	0	0
Hispanic	20	270	0
Other	0	0	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

This section discusses the income categories in which a racial or ethnic group has a disproportionately greater need related to the four HUD-defined housing problems.

0-30% AMI. 77.6% of households in this income level in Independence experience one or more of the four housing problems. 100% of American Indian, Alaska Native, and Pacific Islander headed households in this income level experience one or more of the four housing problems, meeting the definition of disproportionate need.

30-50% AMI. 63.0% of households in this income level in Independence experience one or more of the four housing problems. 78.9% of Black households in this income level experience one or more of the four housing problems, meeting the definition of disproportionate need.

50-80% AMI. 24.5% of households in this income level in Independence experience one or more of the four housing problems. 83.3% of Pacific Islander headed households in this income level experience one or more of the four housing problems, meeting the definition of disproportionate need.

80-100% AMI. 7.1% of households in this income level in Independence experience one or more of the four housing problems. 100% of Pacific Islander headed households experience one or more of the four housing problems, meeting the definition of disproportionate need.

We note that the sample size of American Indian, Alaska Native, and Pacific Islander headed households is small, adding noise to the data. Overall, income level is a much higher predictor of need than race or ethnicity.

DRAFT

NA-20 Disproportionately Greater Need: Severe Housing Problems: 91.205 (b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD, disproportionate need occurs when a household category has a level of need that is at least 10 percentage points higher than the level of need of all households in a particular income category. For example, if 60% of households earning between 50% and 80% of the area median income (AMI) have a housing problem, and 75% of Hispanics in the same income category have a housing problem, Hispanics would have a disproportionate need.

This section assesses disproportionate need of the HUD-defined severe housing problems by race and ethnicity at specific income levels.

As a reminder, the HUD-defined severe housing problems are:
- Lacking complete plumbing (including hot and cold running water, a flush toilet, and a bathtub or shower)
- Lacking complete kitchen facilities (including a kitchen sink; a cooking stove, built-in burners, or a microwave oven; and a refrigerator)
- Severe overcrowding with more than 1.51 persons per room (not including bathrooms, porches, foyers, halls, or half-rooms)
- Severe cost burden of spending more than 50% of household income on housing

We have already examined disproportionate need by tenure, income, age, and household type in Section NA-10.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,745	3,090	555
White	3,555	2,565	350
Black / African American	700	350	130
Asian	40	20	20
American Indian, Alaska Native	55	0	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Pacific Islander	10	20	0
Hispanic	280	75	35
Other	0	0	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,730	6,415	0
White	1,410	4,885	0
Black / African American	140	430	0
Asian	10	4	0
American Indian, Alaska Native	4	4	0
Pacific Islander	0	0	0
Hispanic	170	785	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Other	0	0	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	550	10,830	0
White	365	8,650	0
Black / African American	65	1,040	0
Asian	0	140	0
American Indian, Alaska Native	0	45	0
Pacific Islander	20	4	0
Hispanic	100	800	0
Other	0	0	0

Table 19 – Severe Housing Problems 50 - 80% AMI

DRAFT

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	190	6,040	0
White	125	5,195	0
Black / African American	0	350	0
Asian	0	60	0
American Indian, Alaska Native	0	15	0
Pacific Islander	50	0	0
Hispanic	15	280	0
Other	0	0	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

*The four severe housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

DRAFT

Discussion

This section discusses the income categories in which a racial or ethnic group has a disproportionately greater need related to the four HUD-defined severe housing problems.

0-30% AMI. 56.6% of households in this income level in Independence experience one or more of the four severe housing problems. 100% of American Indian/Alaska Native, and 71.8% of Hispanic headed households experience one or more of the four severe housing problems, meeting the definition of disproportionate need.

30-50% AMI. 21.2% of households in this income level in Independence experience one or more of the four severe housing problems. 50% of American Indian/Alaska Native, and 71.4% of Asian headed households experience one or more of the four severe housing problems, meeting the definition of disproportionate need.

50-80% AMI. 4.8% of households in this income level in Independence experience one or more of the four severe housing problems. 83.3% of Pacific Islander headed households experience one or more of the four severe housing problems, meeting the definition of disproportionate need.

80-100% AMI. 3.0% of households in this income level in Independence experience one or more of the four severe housing problems. 100% of Pacific Islander headed households experience one or more of the four severe housing problems, meeting the definition of disproportionate need.

We note that the sample size of American Indian, Alaska Native, and Pacific Islander headed households is small, adding noise to the data. Overall, income level is a much higher predictor of need than race or ethnicity.

DRAFT

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.205 (b) (2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

According to HUD, disproportionate need occurs when a household category has a level of need that is at least 10 percentage points higher than the level of need of all households in a particular income category. For example, if 60% of households earning between 50% and 80% of the area median income (AMI) have a housing cost burden, and 75% of Hispanics in the same income category have a housing cost burden, Hispanics would have a disproportionate need.

This section assesses disproportionate housing cost burden by race and ethnicity at specific income levels. Housing cost burden occurs when households pay more than 30% of their gross household income toward housing costs, which includes utilities. Severe housing cost burden occurs when housing costs are 50% or more of gross household income.

We have already examined disproportionate need by tenure, income, age, and household type in Section NA-10.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	34,780	7,915	6,034	535
White	29,475	6,325	4,725	350
Black / African American	2,345	760	895	130
Asian	335	15	20	20
American Indian, Alaska Native	80	0	64	0
Pacific Islander	335	20	10	0
Hispanic	2,210	795	320	35

Table 21 – Greater Need: Housing Cost Burdens AMI

Alternate Data Source Name:

2017-2021 CHAS

DRAFT

Data Source
Comments:

Discussion

This section discusses which racial or ethnic groups experience a disproportionately greater cost burden.

Cost Burden (> 30%). 28.3% of Independence households spend more than 30% of their monthly income on housing costs. 40.1% of Black or African-American and 44.4% of American Indian/Alaska Native headed households spend more than 30% of their monthly income on housing costs, meeting the definition of disproportionate cost burden.

Severe Cost Burden (> 50%). 12.2% of Independence households spend more than 50% of their monthly income on housing costs. 44.4% of American Indian/Alaska Native headed households spend more than 30% of their monthly income on housing costs, meeting the definition of disproportionate cost burden.

DRAFT

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

0-30% AMI. 77.6% of households in this income level in Independence experience housing problems and 56.6% experience severe housing problems. 100% of American Indian/Alaska Native headed households experience both one or more housing problems and one or more severe housing problems. 100% of Pacific Islander households experience housing problems, and 71.8% of Hispanic households experience severe housing problems. These populations meet the HUD definition of disproportionate need.

30-50% AMI. 63.0% of households in this income level in Independence experience housing problems and 21.2% experience severe housing problems. 50% of American Indian/Alaska Native, and 71.4% of Asian headed households experience one or more of the four severe housing problems, meeting the HUD definition of disproportionate need.

50-80% AMI. 24.5% of households in this income level in Independence experience housing problems and 4.8% experience severe housing problems. 83.3% of Pacific Islander headed households in this income level experience one or more of the four housing problems and one or more of the four severe housing problems, meeting the HUD definition of disproportionate need.

80-100% AMI. 7.1% of households in this income level in Independence experience housing problems and 3% experience severe housing problems. 100% of Pacific Islander headed households in this income level experience one or more of the four housing problems and one or more of the four severe housing problems, meeting the HUD definition of disproportionate need.

Cost Burden (> 30%). 28.3% of Independence households spend more than 30% of their monthly income on housing costs. 40.1% of Black or African-American and 44.4% of American Indian/Alaska Native headed households spend more than 30% of their monthly income on housing costs, meeting the HUD definition of disproportionate cost burden.

Severe Cost Burden (> 50%). 12.2% of Independence households spend more than 50% of their monthly income on housing costs. 44.4% of American Indian/Alaska Native headed households spend more than 30% of their monthly income on housing costs, meeting the HUD definition of disproportionate cost burden.

If they have needs not identified above, what are those needs?

No additional specific needs have been identified related to race or ethnicity. In consultations the discussions revolved around issues related to income, affordability, and unscrupulous landlords. These issues cross racial and ethnic lines.

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Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

While American Indian/Alaska Native, Asian, and Pacific Islander communities all exhibit disproportionate need at various low- and moderate- income levels, we note that these three populations combined make up less than 3% of the households in Independence, and most census tracts have fewer than 1% of households in these categories.

African American and Hispanic households exhibit disproportionate cost burden and need as defined by HUD. While these populations can be found throughout Independence, we note that the following census tracts have a disproportionate number of such households, using the HUD standard of ten percentage points over the jurisdictional average.

African American households make up 24.4% of tract 110.02, 41.8% of track 114.05, 23.3% of tract 114.07, 20.9% of tract 115.01, despite making up only 10.8% of the households in Independence.

American Indian/Alaska Native households make up just 0.4% of the jurisdiction as a whole and are not disproportionately located in any specific census tract.

Asian households make up 1.4% of the city as a whole and are not disproportionately located in any specific census tract.

Pacific Islander households make up 14% of tract 114.1 despite making up only 0.9% of the households in the Independence.

White households do not exhibit disproportionate needs using the HUD definition.

Hispanic households make up 34.6% of tract 110.01, 27.2% of 117.01, 26.6% of tract 118, and 26% of tract 121, despite making up only 12.5% of the households in Independence.

Additionally, Racially or Ethnically Concentrated Areas of Poverty (R/ECAPs) are defined by HUD as census tracts with a non-White population that exceeds 50% and a poverty rate that is higher than 40%. Independence has no census tracts that meet this definition.

More details can be found in Appendix B: Maps.

DRAFT

NA-35 Public Housing - 91.205 (b)

Introduction

This segment of the plan discusses the volume and type of assisted housing contained within the City of Independence. Assisted housing is inclusive of public housing developments and Section 8 Housing Choice Vouchers. The Independence Housing Authority (IHA) administers 524 public housing units located in three developments and 1,666 rental vouchers under the Annual Contribution Contract. As of September 2025, 1,340 vouchers were being used to lease rental units, representing a leasing rate of slightly over 82%. Additionally, there are 158 project-based voucher units, of which 133 are leased. The average per unit cost for the Housing Choice Voucher Program has increased significantly over the past 5 years, consistent with the broader regional trends in the rental housing market. The average per unit cost was $570.44 in September 2020 and now stands at $866.16 as of September 2025, an increase of 52%.

IHA has continued to move forward with the redevelopment of the public housing stock and to transition it over to the Housing Choice Voucher program. The first phase with Hocker Heights has all the preliminary items completed. The disposition/demolition request has been approved. Relocation and renovation are slated to start early 2026 for Hocker Heights. IHA has submitted application for 4% Low Income Housing Tax Credits in relation to the conversion of Hocker Heights. The funding has been preliminarily approved. IHA has submitted application for 4% Low Income Housing Tax Credits in relation to the conversion of Southview Manor, but no decision has been made as of December 2025.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	505	1,498	158	1,340	0	0	0

Table 22 - Public Housing by Program Type

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Alternate Data Source Name:

Independence Housing Authority

Data Source Comments:

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	13,686	16,714	0	11,397	0	0
Average length of stay	0	0	0	4	0	4	0	0
Average Household size	0	0	0	2	0	2	0	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	134	177	0	177	0	0
# of Disabled Families	0	0	208	357	0	357	0	0
# of Families requesting accessibility features	0	0	505	1,468	0	1,456	0	0

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Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Alternate Data Source Name:

Independence Housing Authority

Data Source Comments:

DRAFT

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	183	696	0	684	0	0	0
Black/African American	0	0	98	735	0	735	0	0	0
Asian	0	0	1	0	0	0	0	0	0
American Indian/Alaska Native	0	0	6	29	0	29	0	0	0
Pacific Islander	0	0	2	8	0	8	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Alternate Data Source Name:

Independence Housing Authority

Data Source Comments:

DRAFT

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	15	30	0	30	0	0	0
Not Hispanic	0	0	275	1,426	0	1,426	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Alternate Data Source Name:

Independence Housing Authority

Data Source Comments:

DRAFT

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

There are 43 individuals on the public housing waitlist seeking accessible units. There are no applicants on the Housing Choice Voucher waitlist seeking accessible units. There is no information available related to public housing residents in need of accessible units.

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

Resident survey information was provided by the Independence Housing Authority regarding specific needs of the residents of the three housing developments: Pleasant Heights (78 survey responses), Hocker Heights (17 survey responses), and Southview Manor (48 survey responses). The needs identified through these survey include:

- Food Assistance: 82
- Transportation: 72
- Primary Healthcare: 72
- Financial Assistance: 49
- Senior Care: 48
- Mental Health Services: 44
- Health Nutrition Program: 23
- Goal Setting: 20
- Employment: 9
- Education Programs: 6
- Veteran Service: 3

There is no specific information related to the needs of the Housing Choice Voucher holders.

How do these needs compare to the housing needs of the population at large

The needs of public housing tenants and HCV holders are fairly similar to those of the greater population, particularly those of the same income level, age, and disability status. The primary needs for low-income families are affordable housing, opportunities to earn more income through higher-wage jobs, and a myriad of services required to help support those that are living in or near poverty such as food assistance, affordable childcare, transportation options, financial literacy, and educational and workforce development programs for higher quality jobs. The housing and service needs of existing public housing residents are similar to the elderly and disabled population throughout the city, accommodations that will allow for continued residency for individuals as they age or have increasing mobility challenges.

Discussion

DRAFT

NA-40 Homeless Needs Assessment - 91.205 (c)

Introduction:

Homelessness is a local and regional issue of great concern. Due to the transient nature of the homeless population, it is often difficult to isolate and quantify homelessness specific to the city, especially considering the lack of shelter beds in the city and the concentration of shelters and services in Kansas City; however, homelessness continues to be a challenge in the City of Independence. Information from the point-in-time count, through consultation, and with the broader community all suggest that homelessness is growing in the city and throughout the broader region, stemming largely from the ongoing increases in rent and the limited production of additional housing units. The current level of services is insufficient to meet the growing needs of homeless individuals and families and households at risk of homelessness.

There were 18 housing programs in Independence that reported housing inventory data on the night of the 2024 Point In Time (PIT) Count. Self reported capacity showed that there were 49 beds available. On night of the PIT 313 of the 362 beds were occupied. Additionally, as of the 2024 PIT, there were 127 unsheltered adults in Independence, all of whom were adults. There were 90 men, 30 women, and the remaining 7 were either other or unknown. The majority of these homeless individuals were White (89 persons), with the rest identified as Black or African American (13 persons), multiple races (12 persons), Hispanic (4 persons), or American Indian or Alaska Native (2 persons). Data was not collected on the remaining 7. Nine individuals were reported to be Veterans and 53 were chronically homeless.

Data from the McKinney-Vento Coordinator at the Independence School District show that over the last 4 years, there were 3,263 instances of student homelessness among 2,900 unique students, an average of 816 per year. As of December 2025, there were 464 homeless students in the Independence School District, with a total student population of approximately 14,168 (almost 3.3%). Among the students who experience homelessness, the median duration of homelessness is 151-180 days.

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Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	43	269	99	85	249
Persons in Households with Only Children	0	0	5	1	1	196
Persons in Households with Only Adults	127	28	157	2	9	1,310
Chronically Homeless Individuals	53	0	222	0	0	0
Chronically Homeless Families	0	0	152	0	0	0
Veterans	9	0	19	0	0	0
Unaccompanied Child	3	0	2	0	0	0
Persons with HIV	5	0	10	0	0	0

Table 26 - Homeless Needs Assessment

Alternate Data Source Name:

2024 HIC Raw Data

Data Source Comments:

DRAFT

Notes on Homeless Needs Assessment data

The Unsheltered column under "Estimate the # of persons experiencing homelessness on a given night" is taken from the 2024 Point in Time report produced by the MO-604 CoC, which included unsheltered data by city.

The Sheltered column under "Estimate the # of persons experiencing homelessness on a given night" comes from the "Pit Count" column of the 2024 Housing Inventory Count raw data for the following projects: Crossroads Family Shelter (HIMS #913), Hillcrest Jackson (#984), Community Services League Rapid Rehousing (HIMS #2199), and Drumm Farm COMPASS Transitional Living (HMIS #2168, #2182, #2205).

The columns for the # experiencing homelessness each year were provided by MO-604's HMIS team. Detailed notes on methodology for these data is provided below. The key takeaway from all of this is that ***these estimates are intended to support planning and trend analysis, not to serve as exact counts of homelessness in the*** **community**.

HMIS Methodology

Data within the table above presents estimated trends in newly homeless individuals based on averages calculated from 2021 through 2024. The data shown reflects only information entered into the Homeless Management Information System (HMIS) and should be interpreted as a representation of reported system data rather than a complete count of all individuals experiencing homelessness in the community.

The estimated number of individuals experiencing homelessness was derived from total program enrollments recorded each year over the four-year period. These enrollments were used as a proxy to estimate the volume of individuals entering the homeless response system annually.

The estimated number of individuals exiting to homelessness was calculated using exit totals for individuals whose reported exit destination was identified as Place not Meant for Human Habitation, Data Not Collected or No exit Interview completed.

The estimated number of individuals reported as newly homeless was calculated using yearly totals for individuals whose reported date of homelessness fell within the same calendar year as the reporting period. This approach helps capture annual inflow into homelessness as reflected in HMIS records.

The average number of days homeless was calculated using participant self-reported homelessness start dates and the date of enrollment into an HMIS project. This measure represents the length of time individuals experienced homelessness prior to engaging in services.

In addition to the factors noted above, it is important to consider that enrollment numbers may also be influenced by external and system-level changes. Three new programs opened in Independence in 2022, which likely contributed to an increase in reported enrollments and inflated overall numbers during that period. Additionally, fluctuations in the data may reflect lingering impacts of the COVID-19 pandemic, including changes in service access, housing instability, and reporting practices. These estimates are intended to support planning and trend analysis, not to serve as exact counts of homelessness in the community.

Indicate if the homeless population is:	Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

N/A

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Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	108	89
Black or African American	15	13
Asian	1	0
American Indian or Alaska Native	2	2
Pacific Islander	0	0
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	0	4
Not Hispanic	0	123

Alternate Data Source Name:

2024 Point in Time Report

Data Source Comments:

Notes on Nature and Extent of Homelessness data

The race/ethnicity data for unsheltered homeless persons comes from the 2024 PIT Count and does not reflect the total persons experiencing homelessness over the course of a year. Further, the count had an additional 12 persons identifying as multiracial and 7 persons for whom data was not collected.

The race data for sheltered homeless persons comes from an extrapolation of the data in the 2025 PIT Count and does not reflect the total persons experiencing homelessness over the course of a year. Further, the count had an additional 4 persons identifying as multiracial and 15 persons for whom data was not collected.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Based on HMIS, the number of interactions individuals and households had with coordinated-entry services indicates:

Families with children: On the date of the 2024 PIT Count, there were 43 persons in households with adults and children experiencing unsheltered homelessness, 15 persons were sheltered at Crossroads Family Shelter, 40 persons were housed at Hillcrest Transitional Housing, and 24 persons were in Rapid Rehousing managed by the Community Services League. This is a total of 79 persons at facilities with family units. It is unknown how many families this represents.

Veterans: On the date of the 2024 PIT Count, 9 veterans were experiencing homelessness but none were in families with children. It is unknown how many veteran families were sheltered on the day of the PIT Count.

McKinney-Vento: According to the Independence School District's McKinney-Vento coordinator, 816 students on average per year are identified as homeless for one or more days. The median duration of homelessness is 151-180 days. The following are the most common self-reported reasons students became homeless:

- General Hardship: 30%
- Eviction: 21%
- Conflict or Domestic Violence: 21%
- Disaster or House Fire: 5%
- Job Loss: 4%

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

According to the data included in the Nature and Extent of Homelessness table above, there were 197 White homeless persons, 28 Black or African American, one Asian, and 4 American Indian or Alaska Native. There were another 16 persons identifying as multiracial and 22 persons for whom data was not collected.

Ethnicity data was only available for unsheltered homeless and included 4 Hispanic and 123 non-Hispanic.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Discussed above.

Discussion:

It should be noted that while the 2025 PIT count is showing 151 unsheltered individuals, homeless providers estimate the true number is likely 250–500. Emergency family shelters are full, permanent supportive housing units are limited, and there are long waitlists for vouchers and affordable units. Further, multiple homelessness services providers reported that hospitals and treatment centers routinely release people into homelessness.

Homelessness continues to be a challenge for Independence and the larger region. The crisis of unaffordable housing has been persistent for many years and has been exacerbated with the post-pandemic market changes and the increasing aggressiveness of large out-of-state institutional investors of single-family homes. The lack of affordable housing and the limited scale of housing assistance programs contribute to the current housing crisis and increases the risk of homelessness in the city. The deficit of affordable housing has led to high rent burdens which constantly put a growing number of people at risk of becoming homeless. Expanding affordable housing is still the most critical need facing the city, and without more affordable housing options combined with supportive services for individuals and families, homelessness and the risk of homelessness will continue to be an issue facing the city and the region.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction

In this section we describe, to the extent practicable, the housing needs of persons who are not homeless but require supportive housing. This includes but is not limited to the following population:

- Elderly (defined as 62 and older)
- Frail elderly (defined as an elderly person who requires assistance with three or more activities of daily living such as bathing, walking, and performing light housework)
- Persons with mental, physical, and/or developmental disabilities
- Persons with HIV/AIDS and their families
- Victims of domestic violence, dating violence, sexual assault, and stalking

Describe the characteristics of special needs populations in your community:

Elderly and Frail Elderly

- There are 12,095 elderly households containing at least one person between the ages of 62 and 74, but no one over the age of 74. Of these households, 26.9% (3,255) have one or more housing problems.
- There are 3,455 frail elderly households containing at least one person over the age of 74. Of these households, 29.7% (2,115) have one or more housing problems.
- Additionally, 29.2% of Independence's population aged 65-74 and 48.7% of those aged 75 and over have one or more disabilities.

Persons with Disabilities

There are 14,965 households containing at least one person with one or more disabilities. Of these households, 38.5% have one or more housing problems.

- 6,145 households contain someone with a cognitive limitation. Of these, 43.9% (2,695) have one or more housing problems.
- 6,840 households contain someone with hearing or vision limitations. Of these, 34.6% (2,370) have one or more housing problems.
- 6,735 households contain someone with self-care or independent living limitations. Of these, 42.8% (2,880) have one or more housing problems.
- 9,120 households contain someone ambulatory limitations. Of these, 42.9% (3,915) have one or more housing problems.

Victims of domestic violence, dating violence, sexual assault, and stalking

According to consultation with Hope House and Rose Brooks Center, emergency shelter was provided to 185 adults and 182 children totaling 10,409 bednights; with a utilization rate of 97% for all available beds.

According to an analysis of data from the Missouri Coalition Against Domestic Violence, we estimate that the city has ~3,099 individuals in need of housing-related help due to domestic and

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sexual violence and needs the capacity to provide ~42,716 bed-nights of emergency shelter and ~26,811 to meet the needs of this population.

More details can be found in Appendix A: Data.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly and Frail Elderly

Through consultation with the staff and guests of the Palmer Center and with Aging & Adult Services at MARC, several critical needs were identified for Independence's senior population. Transportation is the most significant challenge, preventing many seniors from accessing medical appointments, grocery stores, and community services. Accessibility modifications for wheelchairs and walkers, utility assistance, and food assistance are also needed.

The need for senior-occupied home repairs throughout the city is significant. Many seniors require basic handyman services such as changing light bulbs, yard work, and snow removal to age in place safely. Home modification programs that previously existed through Mid-America Regional Council and Habitat for Humanity have ended due to lack of funding, leaving seniors with few options for accessibility improvements like grab bars and safety upgrades.

Persons with mental, physical, and/or developmental disabilities

Through consultation with The Whole Person and Community Services League, there is a significant shortage of accessible housing units available in the city, and landlords are largely unwilling to modify units. ADA infrastructure challenges are prevalent throughout Independence, with people in wheelchairs frequently forced to use roads due to missing or incomplete sidewalks, inaccessible curb cuts, and inadequate crossing times at traffic signals. Many businesses lack automatic doors, creating barriers to access. As one of the oldest cities in the region, Independence's aging infrastructure presents ongoing accessibility challenges. Additionally, people with disabilities often lack awareness of available resources and how to access them.

Victims of Domestic Violence

Through consultation with Hope House and Rose Brooks Center, domestic violence survivors face severe housing instability and an urgent need for safe, affordable housing. In 2024, Hope House served 935 Independence residents with housing assistance. Rose Brooks Center reports record-breaking domestic violence homicides in 2025 and hotline calls increasing from 300-500 per month pre-COVID to approximately 1,000 per month currently.

Critical needs include emergency financial assistance to prevent homelessness (rent deposits, utility assistance, car repairs), security devices (ring doorbells, cameras, locks), legal services for protective orders and custody cases, trauma therapy for adults and children, transportation assistance, and employment assistance. The severity and brutality of violence is increasing, with over 50% of high-risk cases involving strangulation or death threats. Many survivors cannot afford housing on their own due to unemployment caused by abuse. Guardian ad litem fees can reach $20,000, creating additional barriers to leaving abusive situations.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to information received from and consultation with the Kansas City Health Department, which is the recipient of the HOPWA grant for the Metropolitan Statistical Area, there are approximately 5,811 people with HIV (PWH) as of 2022 in the Kansas City Transitional Grant Area (KC-TGA). This represents an increase of 30% from 2012. PWH are predominantly male (83%), older (27% among 55- to 64-year-olds), and white, non-Hispanic (47%). Male-to-male sex (MSM) was the most frequently reported exposure mode. Individuals newly diagnosed with HIV in the KC-TGA in 2022 were predominantly male (84%), young (ages 25 to 34, 39%), Black (42%), and MSM (63%).

Socio-economic challenges (e.g., low income, unstable housing, lack of insurance, lack of transportation) remain prevalent throughout the city and contribute to interruptions in treatment adherence and medical appointments among those living with HIV. Importantly, many of these socio-economic challenges are faced by the broader low-income population in the city and are not limited to PWH. Additionally, mental health challenges, depression, and substance use also led PWH to skip appointments or medications.

The Ryan White HIV and AIDS Program Needs Assessment uncovered significant gaps in service accessibility for PWH, particularly, emergency and long-term housing assistance, food assistance and access, nutritional counseling, insurance navigation, legal assistance, and therapy, treatment and mental health, for which more than 35% of respondents needed but did not access the services.

PWH in the Kansas City/Independence region have access to a layered system of housing supports funded through HOPWA, Shelter Plus Care, and Ryan White Part A, each addressing different levels of need. This includes approximately 25 units of transitional housing available for up to two years, and another approximately 175 housing choice vouchers. There are roughly 100 PWH on the waitlist for housing.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

N/A. The City of Independence does not use HOME funds for Tenant Based Rental Assistance.

Discussion:

In addition to the needs identified above, when consulting with community members and service providers the issue of transportation came up repeatedly. Every group mentioned transportation as a need and a barrier to accessing jobs, services, and housing. The city has done away with its regional bus service, and the Kansas City Metro only takes riders from a bus depot downtown into Kansas City. The layout of the city - with several high-speed multi-lane commercial roads,

expansive retail plazas with acres of parking - make residential neighborhoods isolated islands that are difficult to leave without a car. The IRIS rideshare program was cited by many as too expensive, too restrictive, or too confusing for them to use.

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NA-50 Non-Housing Community Development Needs - 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

Based on a review of Independence's Transportation for All Plan (2024), Imagine Independence 2040 Comprehensive Plan (2018), Truman Connected Plan (2020), Reshaping the Square Master Plan (2024), and related planning documents, the City of Independence faces significant public facility needs driven by aging infrastructure, changing service demands, economic revitalization goals, and increased climate-related risks.

Several key civic buildings require major upgrades or full replacement, including the Police Headquarters, originally constructed in the early 1970s and now considered functionally obsolete.

The Reshaping the Square Master Plan recommends replacing the now vacant City Hall building as part of a long-range modernized redevelopment plan for the entire Independence Square area. The plan calls for development 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 to expand recreation and public programming capacity.

Fire stations and emergency management facilities also require reinvestment, with the Hazard Mitigation Plan noting the need for resilient construction, improved backup power, and modernization to support emergency response capabilities.

Parks, recreation, and cultural facilities require significant modernization as well. Many parks need improvements such as updated restrooms, playground replacements, lighting, security enhancements, and trail resurfacing. Key historic and cultural assets, including the Truman Depot, the National Frontier Trails Museum area, and the Bingham-Waggoner Estate, require continued preservation and infrastructure upgrades to support tourism and community identity. Downtown Independence faces some of the most substantial facility needs: the Square requires full utility replacement, upgraded streetscapes with ADA-compliant sidewalks and lighting, better public spaces for events, and improved parking and wayfinding systems.

How were these needs determined?

The information was collected through review of several planning documents, including Independence's Transportation for All Plan (2024), Imagine Independence 2040 Comprehensive Plan (2018), Truman Connected Plan (2020), Reshaping the Square Master Plan (2024), and related planning documents. The information was then validated through consultation with city staff and other agencies.

Describe the jurisdiction's need for Public Improvements:

Based on a review of Independence's Transportation for All Plan (2024), Imagine Independence 2040 Comprehensive Plan (2018), Truman Connected Plan (2020), Reshaping the Square Master Plan (2024), and related planning documents, the following are the primary public improvement needs for the city of Independence, reflecting current deficiencies and anticipated demands driven by population growth and aging infrastructure.

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Transportation Connectivity

Independence's existing transportation infrastructure is heavily auto-oriented. Over 84% of residents commute by car, while less than 1% use transit, biking, or walking.

Bicycle and pedestrian infrastructure is highly fragmented. Most areas lack dedicated bike facilities, and many neighborhoods, especially those developed after the 1950s, lack sidewalks and curb drainage systems. Sidewalk repairs are the responsibility of property owners, many of whom cannot afford the costs, leading to widespread deterioration.

Public transit service is limited, with inadequate frequency, no evening or Sunday service, and poor connectivity between key destinations such as schools, grocery stores, and employment centers.

Major Corridor and Active Transportation Initiatives

The Truman Connected Plan envisions a multi-modal corridor linking Independence Square, the Truman Library, Englewood Arts District, and the Truman Sports Complex via a network of trails, cycle tracks, and pedestrian paths.

Complete Streets projects are underway or planned along key arteries to add sidewalks, bike lanes, ADA improvements, and safety upgrades.

The Independence Transportation for All Plan (2024) builds on these efforts with a comprehensive citywide bicycle and pedestrian network, prioritizing equitable access in disadvantaged neighborhoods and near schools, parks, and commercial centers.

Downtown and Public Facility Revitalization

The Reshaping the Square Master Plan (2024) focuses on rebuilding downtown's infrastructure, modernizing utilities, improving streetscapes, and creating new civic facilities such as a community center and new City Hall. It recommends a Utilities and Infrastructure Improvements Plan and a General Obligation Bond Program to fund street, sewer, and public facility improvements.

The Downtown Redevelopment Coordinating Committee Report emphasizes re-energizing Independence Square as the city's symbolic and economic core, integrating public investments with private development and tourism infrastructure.

Public Utilities and Facility Maintenance

Independence maintains over 1,185 lane miles of roadway, 38 bridges, 578 miles of sanitary sewer, and 650 miles of power lines. Much of this infrastructure is aging and requires reinvestment. The City's primary funding sources, a half-cent Street Sales Tax and the Capital Improvements Program, focus on maintenance but are insufficient for modernization and expansion of existing systems.

Lastly, the city should target efforts of integrating water main replacement and other utility upgrades with housing development planning. The city often repaves streets without coordinating water/sewer replacement which can result in ripping up new pavement for infrastructure work later. A coordinated infrastructure plan is needed to reduce costs and avoid rework, especially in

redevelopment areas. Multiple funding sources should be leveraged and target specific areas of the city to enhance community development, including transportation related investments, streets, sidewalks, and utilities which would then facilitate housing rehabilitation, demolition, clearance and new housing construction.

How were these needs determined?

The information was collected through review of several planning documents, including Independence's Transportation for All Plan (2024), Imagine Independence 2040 Comprehensive Plan (2018), Truman Connected Plan (2020), Reshaping the Square Master Plan (2024), and related planning documents. The information was then validated through consultation with city staff and other agencies.

Describe the jurisdiction's need for Public Services:

Through conversation with several public service agencies, the following public services were identified as the most urgent.

Transportation was the most frequently identified need among seniors, people with disabilities, low income households, and economic development practitioners. There were specific needs related to reliable fixed-route public transit option within Independence, affordable paratransit for seniors and disabled residents, better on-demand service to assist with transportation to medical appointments, employers and worksites, grocery stores, retail, and other activities.

With the ongoing lack of affordable housing options, there is a greater need for rental and utility assistance, emergency shelter access, housing navigation services, eviction prevention, and landlord-tenant mediation.

Key senior service needs were related to transportation, home care and in-home support services (meal prep, housekeeping), socialization programs to combat isolation, assistance accessing healthcare through appointment scheduling and provider access, and enhance physical activity programs, including pool access.

There were several public service needs identified for survivors of domestic violence above and beyond the immediate need to emergency shelter and safe housing. These included transportation to shelter, court, healthcare, and relocation services, trauma-informed counseling for adults and children, legal advocacy related to orders of protection and child custody, workforce and financial coaching for survivors in order to rebuild stability, affordable childcare, and mental health and school coordination for children.

Enhanced food services are needed including expanded food pantry hours and locations, increased culturally appropriate food access for those born outside of the U.S., distribution sites reachable by residents without vehicles, and home-delivered food for seniors or disabled residents.

In order to lift people out of poverty, several workforce development and employment service needs were identified, particularly for specific industries and sectors that comprise significant portions of the regional economy. These include healthcare, skilled trades, manufacturing, and

logistics and warehousing. Often times trainees need short-term funding support during the first several weeks of employment as they begin earning income. Transportation to jobs was again identified as a barrier for training, employment, and job retention. Childcare for second and third shift workers is unavailable. Finally, assistance related to soft skills training (such as problem solving, teamwork, and adaptability), and career navigation and case management to navigate the onboarding and employment challenges.

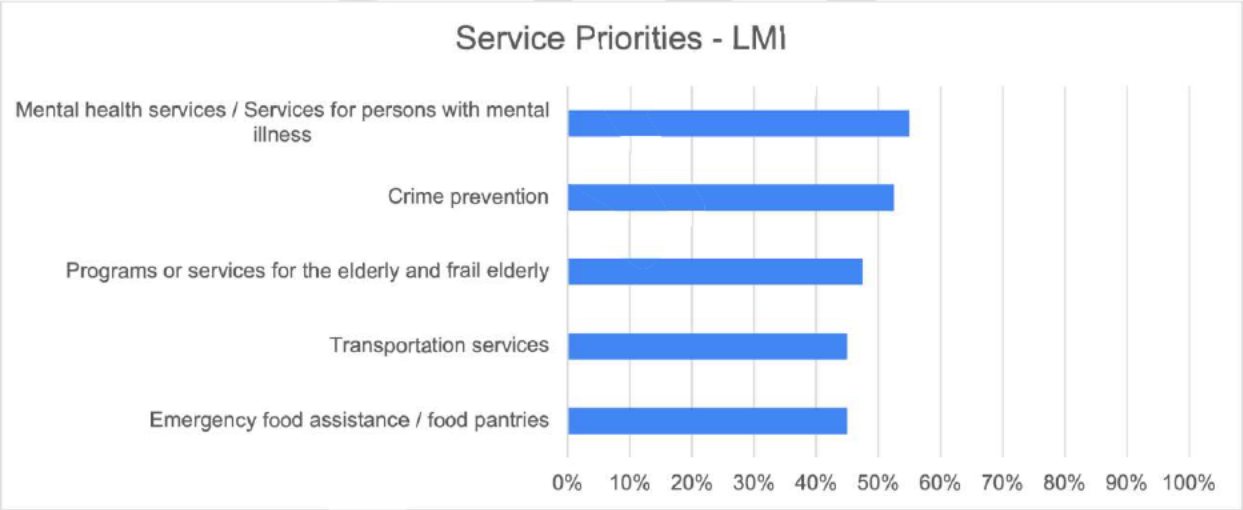
Childcare services were identified as a key workforce barrier as well as preschool, afterschool, and summer programs for youth. Childcare should be co-located with training programs.

Mental health and behavioral healthcare were identified, particularly trauma-informed counseling for DV survivors, homeless families, and youth; mental health crisis support for families facing housing instability; support for workforce participants dealing with mental health barriers; and school-based mental health services for children in unstable housing.

The Housing and Community Survey identified the top service needs among respondents as Mental Health Services, Transportation, Crime Prevention, Senior Services, and Food Assistance. More details are available in Appendix D.

How were these needs determined?

Public service needs were identified through consultation with public service agencies, in community meetings and roundtable discussions, and through the online survey.



Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

This section presents a comprehensive housing and market analysis for Independence, highlighting major structural challenges in affordability, housing supply, housing condition, and community development. Overall, the central theme is a growing mismatch between housing costs, housing availability, and household incomes, particularly for low- and moderate-income residents.

Housing Supply and Market Structure

The city has experienced modest housing growth, with about 55,400 total units and limited expansion relative to demand. Most units are single-family (72%), reflecting a historically low-density housing pattern. While the city is promoting new development and "missing middle" housing to diversify options, supply remains insufficient for certain household types, especially larger renter families and lower-income households. There is a mismatch in housing, with smaller households often occupying larger units, while large renter households face significant shortages of adequately sized housing.

Rising Housing Costs and Affordability Pressure

Housing affordability is one of the most urgent issues identified. Home values rose roughly 70% and rents increased about 40% over the past decade, while incomes grew only modestly. More recent market data suggests costs have accelerated further since the pandemic. The city faces a deficit of affordable units for extremely low-income households and projections indicate worsening affordability, with very few low-rent units expected in the future. Affordable housing demand is especially acute for renters below 50% of median income.

Housing Condition and Aging Stock

A large share of housing was built before 1980, creating widespread rehabilitation needs and elevated lead-based paint risk. Many renter-occupied units show higher rates of housing deficiencies compared to owner units. Aging housing and infrastructure, particularly in the older neighborhoods of Northwest Independence, have seen deferred maintenance, disinvestment, and vacancy.

Assisted Housing and Public Housing Needs

The city has approximately 4,662 assisted housing units, including public housing, vouchers, and income-restricted developments. Public housing properties require substantial rehabilitation and are undergoing long-term RAD conversion planning. Preservation of affordable housing is a major concern, as some affordability restrictions will expire within the planning period.

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Homelessness and Special Needs Populations

Homeless services capacity is limited, with emergency shelters operating at or near capacity and unmet regional demand for additional beds. Coordination between housing, health, behavioral health, and social services is constrained by limited resources and transportation barriers. There and unmet housing and service needs among seniors, persons with disabilities, and other vulnerable populations, particularly related to accessibility, supportive services, and aging-in-place supports.

Structural Barriers and Policy Constraints

Local zoning and development regulations historically limited density and diverse housing types, restricting affordable housing production. Uneven redevelopment patterns and declining public resources have contributed to deterioration of older neighborhoods and loss of affordable housing.

Economic and Community Development Context

The local economy is driven largely by retail, healthcare, and service sectors, with workforce needs concentrated in middle-skill occupations. Infrastructure challenges include transportation, utilities, and broadband and affect both housing and economic growth. Planned investments in industrial development, corridor revitalization, and infrastructure are expected to influence future housing and workforce demand.

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MA-10 Housing Market Analysis: Number of Housing Units - 91.210(a)&(b)(2)

Introduction

This section discusses the number of residential units and overall housing conditions in Independence. The data presented here is from the 2023 5-year American Community Survey, the latest data available at time of writing. As of 2023, there were 55,424 total housing units in the city, an increase of about 1,900 housing units over the past decade, an increase of 3.5%.

In addition to the housing units existent in 2023, permit data shows that:

- 64 permits for new residential construction were issued in 2022, including 30 single family units, 6 duplex units, five 4 units multi-family, and a large multi-family development consisting of 275 units in 23 buildings.
- 86 permits for new residential construction were issued in 2023, including 59 single family units, 4 duplex units, and a large multi-family development of 126 units in 23 buildings.
- 72 permits for new residential construction were issued in 2024, including 50 single family units, 19 duplex units, and one 19 unit apartment complex.
- 105 permits for new residential construction were issued in 2025 including 43 single family units, 10 duplex units, and two apartment complexes totaling 52 units.

There are 4,662 total assisted units in Independence, representing approximately 8.4% of the city's total housing stock. This is further discussed in Section MA-25.

The City continues to prioritize expanding its inventory of quality housing by encouraging new residential development across a range of types. Recent efforts focus on strengthening traditional single-family neighborhoods through the development of new subdivisions that meet modern design and infrastructure standards. At the same time, the City is promoting "missing middle" housing, such as duplexes, triplexes, townhomes, and small-scale multifamily, to provide diverse, attainable options for households of varying incomes and stages of life. These combined strategies aim to enhance neighborhood stability, support growth, and ensure residents have access to a variety of well-designed housing choices.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	39,935	72%
1-unit, attached structure	2,719	5%
2-4 units	2,853	5%
5-19 units	4,918	9%

Property Type	Number	%
20 or more units	3,475	6%
Mobile Home, boat, RV, van, etc.	1,524	3%
Total	***55,424***	***100%***

Table 27 – Residential Properties by Unit Number

Alternate Data Source Name:

2019-2023 American Community Survey

Data Source Comments:

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	144	0%	534	3%
1 bedroom	588	2%	4,557	23%
2 bedrooms	6,088	20%	8,468	43%
3 or more bedrooms	24,266	78%	6,280	32%
Total	***31,086***	***100%***	***19,839***	***101%***

Table 28 – Unit Size by Tenure

Alternate Data Source Name:

2019-2023 American Community Survey

Data Source Comments:

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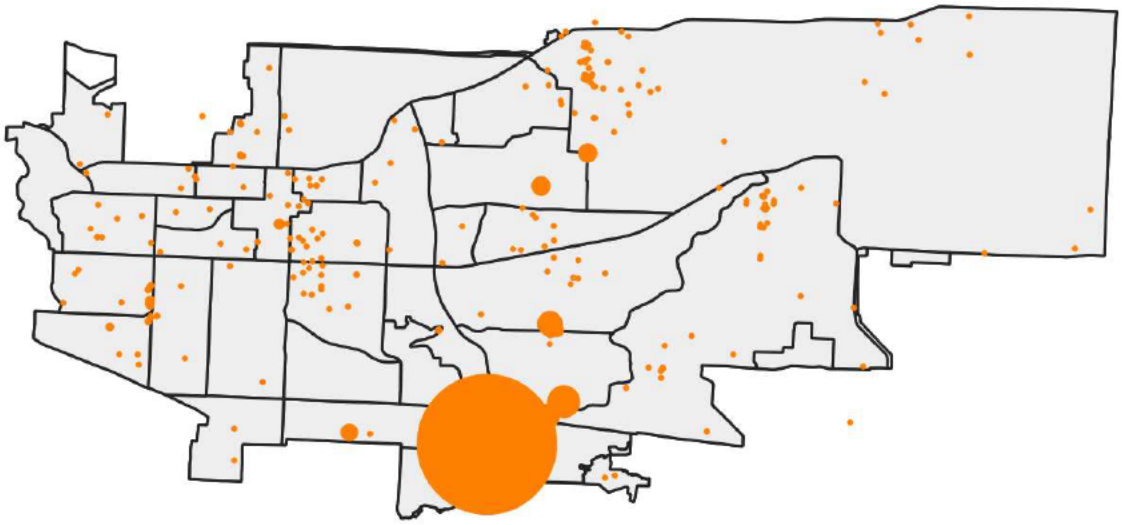

Residential Building Permits

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

There are 4,662 total assisted units in Independence. These include:

528 public housing units administered by the Independence Housing Authority. These units are not targeted to specific populations. (source: PIC PH Dashboard)

1,666 tenant-based rental assistance voucher units under ACC, with 1,340 units leased as of September 2025. These units are not targeted to specific populations. Additionally, the IHA administers 10 special purpose vouchers mainstream effective awards. These ten are Family Unification Program vouchers. (source: PIC HCV Dashboard)

2,468 deed-restricted affordable units, 709 of which are reserved for elderly and disabled residents. 1,484 of these are funded with Low Income Housing Tax Credits (LIHTC). (source - NHPD)

Additionally, the Community Service League has 11 permanent supportive housing units for families and 43 adult-only permanent supportive housing beds. (by 2024 HIC)

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

There are twelve properties on the affordable housing inventory with periods of affordability that expire prior to June 30, 2031, with a total of 566 units. There does not appear to be any risk of expiring Section 8 contracts during the duration of this Con Plan.

Does the availability of housing units meet the needs of the population?

In NA-10 we showed that there are 1,225 overcrowded households and 13,665 cost burdened households in Independence. Here we look at the census data to examine the housing market in the abstract. Are there enough units of the right size or the right price so that all households could live without overcrowding or cost burden, if moving people to different units were not an issue? In other words, does Independence face a supply problem or a matching problem?

The data is available in Appendix A: Data.

Household Size vs. # of Bedrooms

If we assume households require at least one bedroom per person (with efficiency apartments being counted as suitable for a single person household), Independence renters with large families lack adequate housing. There are enough rental units for 1, 2, and 3 person households (with 2,880 single person households occupying 2 bedroom units and 33 two-person households occupying 3 bedroom units). However, there are 1,778 four-person households and only 957 four-bedroom units, a deficit of 821 units. Additionally, there are 1,822 renter households with 5 or more persons, but only 191 units, a deficit of 1,628 units. This leaves us with a deficit of 2,449 rental units for larger families.

If we assume that all households larger than one person have a couple sharing a room, the supply of rental units is mostly adequate, with only a deficit of 671 units needed for households of five or more persons.

For homeowners, the overall supply looks better. There are 2,705 owner households with 5 or more persons, and 1,157 ownership units with 5 or more bedrooms. This gives us a deficit of only 1,548 homeownership units for larger families. At the lower end of the spectrum there are 20,470 households with 1 or 2 people, but only 6,820 ownership units of two or fewer bedrooms. This is a deficit of 13,650 units. It is clear from the census data that these smaller households are living in larger units. It is not clear whether they are cost burdened, paying for more house than they need because there are no smaller options.

Describe the need for specific types of housing:

The greatest need is for affordable housing units for renters making less than 50% of HAMFI.

The second greatest need is meeting the needs of large renter households that are more likely to experience overcrowding.

There is a theoretical overcapacity of mid-sized units (2-3 bedrooms for renters, 3-4 bedrooms for homeowners) compared to the size of households in the city. This is not an urgent need, as additional space is preferable to overcrowding. There should be an opportunity for smaller, less expensive units that can be accessible to more renters and buyers.

Through consultation with agencies that provide services to seniors and individuals with disabilities, there is a need for additional accessible housing units for persons with mobility challenges.

Further, additional market-rate units are also needed to help ease the pressure on the rental market. This is discussed further in MA-15.

Discussion

N/A

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MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

The median home value in Independence has seen an increase of almost 70%, from $98,800 in 2014 to $166,400 in 2023. During the same period, median contract rent rose from $581 to $811, representing a 40% increase. As a comparison, median income saw a tepid increase of 8% during this decade, from $54,978 in 2024 to $59,480.

Importantly, the data available through the American Community Survey is a 5-year average ending in 2023. As such, the raw dollar amounts do not entirely capture the post-pandemic run-up in housing costs. However, ACS data allows us to examine the truly important metric, which is *affordability*. Cost Burden, discussed in the Needs Assessment section, is one way to look at affordability. Another is to compare the median income for a geography with its median rent and median home price. To be considered affordable, housing costs should be no more than 30% of a household's monthly income. The industry standard for an affordable mortgage is three times a households annual income.

Citywide, the median renter household income is $40,821, which would make affordable rent for the median household $1,021. The median rent is $1,109, leaving an affordability gap of $88/mo.

Citywide, the median household income for homeowners is $60,339, which would make affordable ownership usits $181,017. Over the 2023 ACS 5-Year timespan, the median home value was $172,900, leaving an affordability surplus of $8,117 annually.

Affordability, calculated using both median household income and median rent/home value by census tract, is shown in the maps below.

Cost of Housing

	Base Year: 2014	Most Recent Year: 2023	% Change
Median Home Value	98,800	166,400	68%
Median Contract Rent	581	811	40%

Table 29 – Cost of Housing

Rent Paid	Number	%
Less than $500	1,183	21.8%
$500-999	7,256	68.2%
$1,000-1,499	7,948	8.6%
$1,500-1,999	2,363	0.7%

Rent Paid	Number	%
$2,000 or more	367	0.5%
Total	***19,117***	***99.8%***

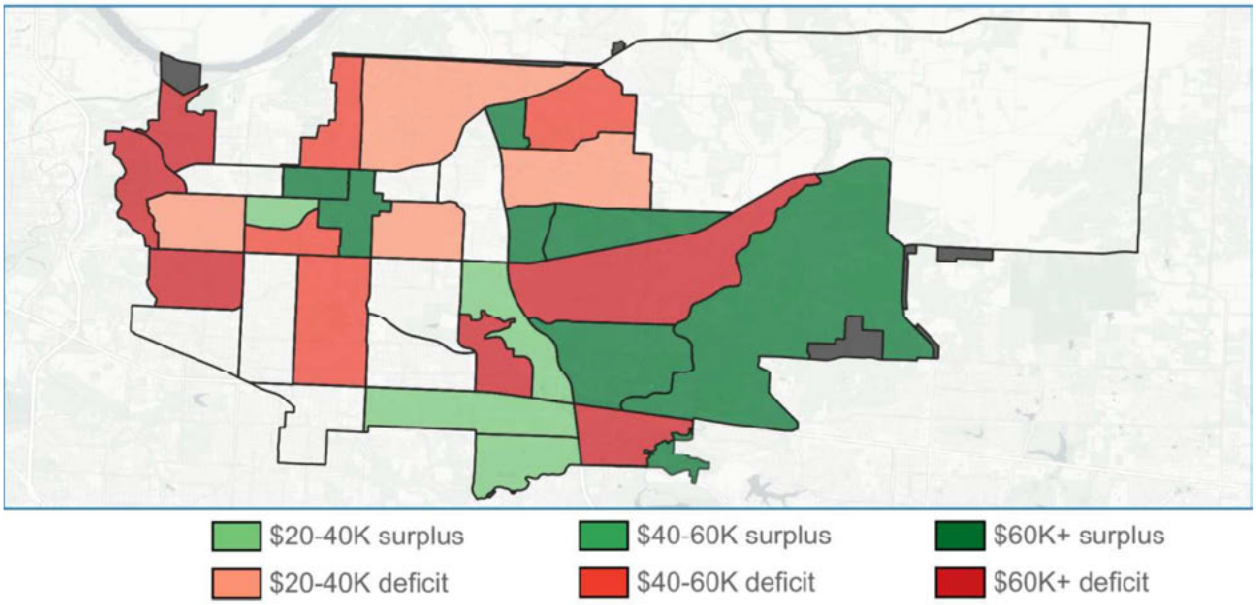
Table 30 - Rent Paid

Alternate Data Source Name:

2019-2023 American Community Survey

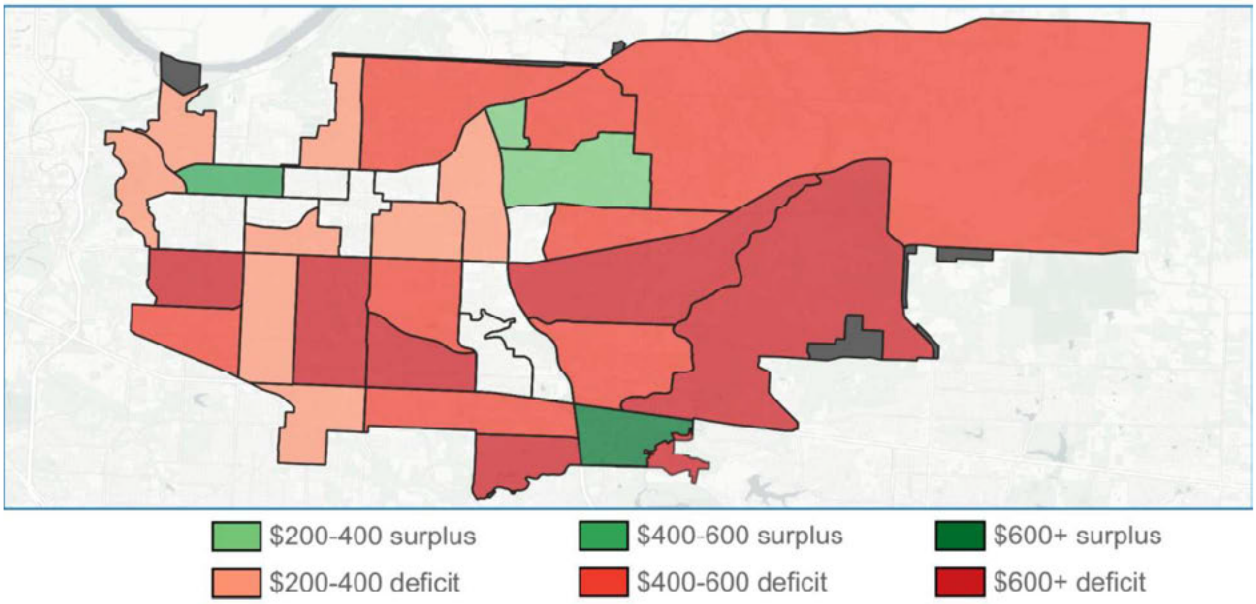
Data Source Comments:

Affordability Gap (Ownership Units)



Homeownership Affordability by Census Tract

Affordability Gap (Rental Units)



Renter Affordability by Census Tract

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	3,295	No Data
50% HAMFI	10,195	20,285
80% HAMFI	7,335	7,145
100% HAMFI	No Data	2,620
Total	***20,825***	***30,050***

Table 31 – Housing Affordability

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

Notes on housing affordability data

These numbers are derived from the 2017-2021 Comprehensive Housing Affordability Strategy (CHAS) data. The disaggregated numbers are shown below. The CHAS data uses VHUD and RHUD values, which are defined as whether a housing unit would be affordable to a generic 4-person

household at HAMFI threshold of interest for housing units in the rental (RHUD) or ownership (VHUD) market.

We note again that the age of the most recently available CHAS data does not capture the runup in home prices and rentals in the post-pandemic era. Further analysis using census data is provided below.

	Vacant-for-rent	Renter occupied	Total
Rent less than or equal to RHUD30	105	3,190	3,295
Rent greater than RHUD30 but less than or equal to RHUD50	475	9,720	10,195
Rent greater than RHUD50 but less than or equal to RHUD80	115	6,665	6,870
Rent greater than RHUD80	75	480	555

Table 32 - Rental affordability data from 2016-2021 CHAS

	Vacant for sale	Owner occupied w/ mortgage	Owner occupied w/o mortgage	Total
Home value less than or equal to VHUD50	175	11,885	8,225	20,285
Home value greater than VHUD50 but less than or equal to VHUD80	35	4,340	2,770	7,145
Home value greater than VHUD80 but less than or equal to VHUD100	50	940	520	1,510
Home value greater than VHUD100	0	430	1110	1,110

Table 33 – Homeownership affordability data from 2016-2021 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	885	1,002	1,164	1,530	1,777
High HOME Rent	885	1,002	1,164	1,530	1,777
Low HOME Rent	885	961	1,153	1,332	1,486

Table 34 – Monthly Rent

Alternate Data Source Name:

2023 HUD HOME Rent Limits

Data Source Comments:

Is there sufficient housing for households at all income levels?

Independence has a deficit of 1,531 housing units that are affordable to its 3,769 households with income less than $25,000. Specifically, it needs:
- 819 additional units with gross rent of less than $125
- 71 additional units with gross rent of $125-250
- 173 additional units with gross rent of $250-375
- 347 additional units with gross rent of $375-500
- 121 additional units with gross rent of $500-625

Further, there is a deficit of 5,980 units affordable to its 23,189 households with income over $25,000. However, there is an "excess" of units affordable to households with income between $25,000 and $50,000. There are only 5,459 households in that income range, and 11,867 affordable units. In a theoretical perfectly matched rental market those low- and moderate- income families would have non-cost burdened units, and there would be a market to build 10,108 new higher-end rental units renting at between $2,500-$6,250/mo for the 10,247 households with incomes over $100,000.

The data is available in Appendix A: Data.

How is affordability of housing likely to change considering changes to home values and/or rents?

A basic linear regression model predicts there will be no non-subsidized rental units under $875 by the end of the decade. This will lead to every renter household with an annual income of less than $35,000 to be cost burdened. Additionally, the model forecasts that there will be around 3,100 renter households making $35-50k/yr that cannot find units affordable to them. This is compared to there currently being an excess of units in that price range in the latest ACS data (2023).

This data is available in Appendix A: Data.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

At the time of this writing, the most recent available American Community Survey data is for the period 2019-2023. For accuracy, we compare median rents from the ACS to the 2023 HOME rents and Fair Market Rent (FMR).

Independence is part of the Kansas City HUD Metro FMR Area. In 2023 the median gross rent (MGR) in Independence was lower than the HOME rents (high and low) and the Fair Market Rent for this area. Note that FMR and Home High are equal for all categories. We see the following differences for 2023:

- 0 br: $699 MGR. $186 lower than the HOME Low limit and FMR.
- 1 br: $883 MGR. $78 lower than the HOME Low limit and $119 lower than FMR.
- 2 br: $1,052 MGR. $101 lower than the HOME Low limit and $112 lower than FMR.
- 3 br: $1,282 MGR. $50 lower than the HOME Low limit and $248 lower than FMR.

- 4 br: $1,477 MGR. $9 lower than the HOME Low limit and $300 lower than FMR.
- 5 br: $1,554 MGR. $86 lower than the HOME Low limit and $490 lower than FMR.

In every case, the Median Gross Rent is lower than the HOME Rent Limits. This suggests that low-income households are struggling because incomes are low, not because rents are unusually high. This is validated through consultation which has described the rents in the City of Independence as being relatively low compared to surrounding areas. As a result, the City's affordable housing strategy should emphasize preservation, rehabilitation, and gap financing to maintain and expand the supply of affordable rental housing, while targeting assistance to households at or below 50 percent of AMI.

Discussion

An important consideration moving forward is the recent influx of rental real estate investors that are converting large portions of the single-family housing market from ownership to rental housing. This could have a dramatic impact on housing costs moving forward. A major challenge in Independence is the significant portion of lower-income renter households and their incidence of cost burden notwithstanding the condition of dwelling units available to them.

DRAFT

MA-20 Housing Market Analysis: Condition of Housing - 91.210(a)

Introduction

This section provides an overview of the condition of Independence's housing stock. Much of the data are from HUD's 2017-2021 CHAS and the 2019-2023 ACS 5-year estimates. Local housing code violation and unsafe property data is used to supplement this information.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

For this Consolidated Plan, the City of Independence uses the following definitions for this section:

- **Standard condition:** A housing unit that meets HUD Housing Quality Standards (HQS) and all applicable state and local building codes.
- **Substandard condition but suitable for rehabilitation:** A housing unit that contains one or more housing conditions as described in NA-10, contains a lead-based paint hazard, is potentially endangering the health and safety of the occupant, and/or is condemned as unfit for human habitation but is both structurally and financially feasible to rehabilitate.
- **Substandard condition not suitable for rehabilitation:** A housing unit that contains one or more housing conditions as described in NA-10, contains a lead-based paint hazard, is potentially endangering the health and safety of the occupant, and/or is condemned as unfit for human habitation and is not structurally or financially feasible to rehabilitate.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	6,814	22%	8,731	44%
With two selected Conditions	42	0%	754	4%
With three selected Conditions	0	0%	0	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	24,230	78%	10,354	52%
Total	***31,086***	***100%***	***19,839***	***100%***

Table 35 - Condition of Units

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

DRAFT

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	3,375	11%	2,015	10%
1980-1999	5,425	17%	3,729	19%
1950-1979	16,329	53%	10,199	51%
Before 1950	5,956	19%	3,896	20%
Total	***31,085***	***100%***	***19,839***	***100%***

Table 36 – Year Unit Built

Alternate Data Source Name:

2019-2023 American Community Survey

Data Source Comments:

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	22,285	72%	14,095	71%
Housing Units build before 1980 with children present	2,580	8%	2,459	12%

Table 37 – Risk of Lead-Based Paint

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	359	0	359
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 38 - Vacant Units

Alternate Data Source Name:

2025 Oct Vacant Structure Report

Data Source Comments:

The October 2025 Vacant Structure Report produced by the City of Independence shows 359 total vacant residential structures. The data does not include information on number of units per structure. Given Independence's housing stock, we assume these are single family units. The data does not provide REO status, abandoned status, or information on suitability for rehabilitation.

In consultation with Habitat for Humanity, the sole CHDO for the jurisdiction, property acquisition is a major challenge due to competition from private investors. This would indicate there is not a large supply of abandoned vacant units in the city that can be affordably rehabilitated.

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

The City has identified persistent issues in the quality and safety of housing stock in many older neighborhoods. According to the most recent CAPER and Community Development reporting, the City continues to fund and prioritize home repair and code enforcement activities in low- and moderate-income neighborhoods.

The condition of many older homes includes deferred maintenance and substandard living conditions — particularly for major building systems (roofing, plumbing, heating/cooling, electrical, weatherproofing). These deficiencies often render properties unsafe or unhealthy if not addressed. The City's rental inspection requirements also reveal that many rental units previously failed basic health and safety standards.

Because a significant portion of the City's housing is older (pre–mid- 20th-century housing stock and mid-century subdivisions), many units are reaching the point where rehabilitation—rather than simple maintenance—is necessary to ensure safe, code-compliant, and habitable housing. As housing weathers over decades, structural components, plumbing, electrical, insulation, windows/doors, and roofing systems degrade and require comprehensive rehab or replacement.

Moreover, recent strengthening of the City's rental unit standards (via the expanded Rental Ready Program) underlines the scale of the need: many properties that were once considered acceptable now must meet stricter health, safety, and habitability criteria.

A review of code enforcement data shows that while code enforcement issues occur throughout the city, they are more prevalent in the older, Western half of Independence. The map below shows all code enforcement issues reported as "Building Maintenance", "Stagnant Water/Drainage" and "Fence Maintenance/Retaining Wall" - the types of violations that indicate structural issues rather than trash removal, vandalism, abandoned cars, or other more "temporary" problems.

Estimate the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards. 91.205(e), 91.405

Lead-based paint was banned for residential use in the United States in 1978 by the U.S. Consumer Product Safety Commission. Infants, toddlers, and preschool-age children are most susceptible to the toxic effects of lead poisoning because they absorb lead more readily than adults and have inherent vulnerability due to developing central nervous systems. Lead exposure, even at very low levels, can cause irreversible damage, including slowed growth and development, learning disabilities, behavioral problems, and neurological damage.

Independence, like most older cities, has significant exposure to lead-based paint risk.

- 72.3% (36,380) of housing units in the city were built before 1980.
- 10.0% (5,039) of housing units were built before 1980 and have children under 6.
- 6.7% (3,390) housing units were built before 1980 and have children under 6 and have income less than 80% of AMI.

These units account for 10.1% (2,060) of renter households and 4.4% (1,330) of owner households.

We note that this puts an upper bound on lead risk. It is unknown how many of these units originally had lead-based paint and have not undergone any kind of remediation.

Discussion

Several areas in Independence experience disproportionately low levels of both public and private investment, with Northwest Independence demonstrating the greatest concentration of need.

Northwest Independence

Northwest Independence, generally the oldest portion of the city, contains a large share of the community's aging housing stock, older infrastructure, and higher rates of code-enforcement activity. This area has historically experienced slower reinvestment due to:

- Aging housing built before 1950, much of which now requires significant rehabilitation.
- Higher rental concentration and lower median household incomes, which reduce reinvestment capital and limit private-market improvements.
- Infrastructure gaps, including older streets, sidewalks, drainage, and utility systems that need modernization.
- Higher incidence of vacant or deteriorated structures, which discourage surrounding private investment.

These conditions make Northwest Independence a priority area for targeted housing rehabilitation, infrastructure upgrades, and coordinated public–private revitalization efforts.

Other Older Neighborhoods

Beyond the northwest, several other older areas in central and near-east Independence show signs of long-term underinvestment. Common characteristics include:

- Neighborhoods in and around the historic city core, where many homes are over 70 years old and energy-inefficient.
- Corridors with aging commercial centers, where private reinvestment has slowed due to shifting retail patterns and increased competition from newer developments.
- Areas with elevated code-enforcement caseloads, indicating deferred maintenance, property abandonment, and insufficient owner resources to complete repairs.
- Older subdivisions built between the 1940s and 1960s, where both public infrastructure and private property conditions have declined simultaneously.

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MA-25 Public And Assisted Housing - 91.210(b)

Introduction

There are 4,662 total assisted units in Independence. These include:

- 524 public housing units administered by the Independence Housing Authority, contained in three public housing developments
- 1,666 rental assistance vouchers, with 1,365 units leased as of September 2025. Additionally, the IHA administers 10 special purpose vouchers used for the Family Unification Program.
- 2,468 deed-restricted affordable units, 709 of which are reserved for elderly and disabled residents. 1,484 of these are funded with Low Income Housing Tax Credits (LIHTC)
- Additionally, the Community Service League has 11 permanent supportive housing units for families and 43 adult-only permanent supportive housing beds

The Independence Housing Authority is a semi-independent agency governed by a Board of Commissioners. The members are appointed by the Mayor and confirmed by the City Council. The authority to budget and expend funds is contained within the statutes permitting the establishment of the IHA and also in the regulations published by the Federal Government through HUD. Operating funds, from HUD, are provided by formula and expenditure decisions are made by the IHA Board. Capital funds from HUD are also provided by formula and expenditure decisions are made by the IHA Board with approval from HUD. The IHA also receives HUD funding for Housing Choice Vouchers as part of its Annual Contribution Contract (ACC).

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			524	1,666	158	1,508	0	10	0

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 39 – Total Number of Units by Program Type

Alternate Data Source Name:

Independence Housing Authority

Data Source Comments:

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The Independence Housing Authority runs three public housing developments, consisting of 524 units as of December 2025. None of the developments target a specific population.

- Pleasant Heights has 232 0-1 bedroom units and 9 two-bedroom units, for a total of 241 units.
- Southview Manor has 138 0-1 bedroom units and 7 two-bedroom units for a total of 145 units.
- Hocker Heights 48 0-1 bedroom units, 65 two-bedroom units, 19 three-bedroom units, and 7 four-bedroom units for a total of 138 units, although the IHA is in the process of demolishing 10 units through an approved plan. It is currently in the process of securing a Rental Assistance Demonstration (RAD) conversion, and a substantial portion of these units are currently vacant in order to accommodate their rehabilitation upon final approval of the financing and rehabilitation plan.

There are future plans to also convert and rehabilitate the Pleasant Heights and Southview Manor developments through RAD conversion. All properties have received CHAP approvals from HUD, but Hocker Heights is the most advanced. The conversion process has been lengthy, reflecting HUD review timelines and financing complexities. IHA is preparing to submit a financing plan that could allow construction to begin in early 2026.

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Public Housing Condition

Public Housing Development	Average Inspection Score
PLEASANT HEIGHTS	71
SOUTHVIEW MANOR B	77

Table 40 - Public Housing Condition

Note: These are NSPIRE scores, both from August 2024.

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

According to IHA's 2026 Capital Plan, the following rehabilitation needs were identified:

Pleasant Heights:

- Replace common area flooring, bathroom upgrades, laundry room upgrades, plumbing and ventilation systems, door replacement
- Landscaping Improvements to include fencing, landscape, lighting and pavement replacement and sewer and water mains
- Replace Sewer Stacks for 8 floors with carriers and drain pipes
- Chiller and boiler repair or replacement
- Replacement of security systems
- Site Improvements to include sidewalks, parking, lighting, landscaping, water & sewer mains, storm drainage.
- Replace patio sliding doors with French doors

Hocker Heights

- Add Solar LED lighting throughout property
- Site Improvements to include sidewalks, parking, lighting, landscaping, water & sewer mains, storm drainage

South View Manor

- Site Improvements to include landscaping, lighting, parking, paving, and water and sewer lines replacement
- Replace carpets, kitchen and bathroom cabinets, tubs/shower, commodes
- Replacement of kitchen appliances
- Chiller and boiler repair or replacement
- Replacement of residential unit windows at Buildings A and B
- Add Solar LED Lighting, replace water & sewer lines, sidewalks, parking, landscaping and dumpsters.
- Replace/repair elevator and trash compactor

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Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

IHA applied for and awarded the Resident Opportunity and Self-Sufficiency (ROSS) grant in 2025. The purpose of the grant is to assist public housing residents in achieving economic independence and housing self-sufficiently. Through conversation with the ROSS program coordinator, IHA is moving forward on how best to focus resources to help residents, including the following:

- Recruiting program participants
- Conducting resident needs assessments
- Making referrals to services and programming
- Providing case management and coaching
- Establishing and maintaining partnerships with local service providers
- Tracking progress towards outcomes

The program is still in its infancy, but has been able to recruit residents and collect data related to resident needs.

Discussion:

IHA has developed a point-based preference system for the public housing developments and the Housing Choice Voucher program. Preferences include residency within the jurisdiction (the highest priority), elderly or disabled status, veteran status, and displacement due to natural disasters. Applicants accumulate points based on multiple qualifying characteristics, which determines their position on waitlists when applications are received.

The largest preference is for local residency within Jackson County. Applicants who meet this criterion receive a substantial 10 point award, placing them ahead of otherwise similar applicants who do not reside locally. This reflects IHA's policy objective of prioritizing households with existing ties to the community. Additional preferences carry additive one point values and include households that are elderly or disabled, veterans, and households displaced due to a natural disaster. Each qualifying characteristic adds points to the applicant's total. For example, an elderly applicant receives a point that moves them ahead of applicants with no preferences, while a local resident who is also elderly would receive combined points and be ranked higher than applicants who qualify for only one preference.

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MA-30 Homeless Facilities and Services - 91.210(c)

Introduction

The City of Independence is part of the Greater Kansas City Coalition to End Homelessness, the lead for CoC # MO-604, the Kansas City (MO&KS), Independence, Lee's Summit/Jackson, and Wyandotte Counties CoC. Much of the infrastructure of homeless facilities and services are primarily located in Kansas City, MO. The Salvation Army Crossroads Shelter is the only family emergency shelter in Eastern Jackson County (outside Kansas City limits). The facility is always at capacity and consistently needs to turn away persons seeking shelter due to lack of capacity. There is a regional need for additional emergency shelter beds in the greater Kansas City area.

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	20	0	48	39	0
Households with Only Adults	0	0	35	43	0
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 41 - Facilities Targeted to Homeless Persons

Alternate Data Source Name:

2024 HIC Raw Data

Data Source Comments:

DRAFT

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Mainstream services provide essential, albeit limited support to low-income individuals and households. The city benefits from strong collaboration among a small but dedicated group of nonprofit homeless services agencies, but resource scarcity, limited health and behavioral-health capacity, inadequate transportation, and insufficient affordable housing supply constrain the ability of mainstream systems to fully complement the homeless services programs.

Health & Behavioral Health Services. Agencies such as Centerstone/Comprehensive Mental Health Services, local hospital systems, and EMS-based teams like ARCH provide emergency medical care, crisis response, outpatient treatment, and co-responder services that help complement shelter and housing programs. These systems often become the "front door" to the homeless response system because medical crises, chronic illness, disability, and untreated mental-health or substance-use conditions frequently result in job loss, eviction, or an inability to maintain housing. Anecdotally, there are many examples of medical discharge practices leading to homelessness, and the lack of transportation limits follow-up care that exacerbate homelessness, including consistent medication access. Mainstream hospitals are exploring supportive housing partnerships to improve discharge outcomes.

Income, Employment & Education Services. Employment opportunities in Independence is heavily skewed towards low-wage retail and service jobs that lack benefits and reliable hours. Workforce development partners, including the local school district, community organizations offering GED/HiSET preparation, and regional workforce programs, assist with job readiness, education, and stabilization supports. Low wages, inconsistent hours, childcare shortages, and transportation barriers prevent many from securing livable-wage employment which contributes to ongoing cost burdens and homelessness risks, and repeated requests for financial assistance. Legal-aid partners also play a key role in preventing homelessness by helping residents fight evictions, resolve housing-quality issues, and protect property rights from aggressive investor-driven acquisition tactics.

Public Assistance & Basic Needs Systems. Mainstream benefits, such as Medicaid, SNAP, TANF, and utility assistance, support households with extremely low incomes but eligibility barriers, work requirements, and administrative hurdles can delay or limit access. Utility shutoff prevention, rental assistance, and outreach programs provided by Community Services League, Salvation Army, and school-based liaisons help stabilize households before they enter homelessness, though demand far exceeds local capacity.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special

Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The Crossroads Family Shelter is the city's primary emergency shelter for families with children, offering 15 units with individual kitchens and bathrooms and stays of up to 90 days. Crossroads serves families from Independence and across the metro area and reports an average of 300 individuals turned away each month due to limited capacity, highlighting substantial unmet need.

Hope House, serving survivors of domestic violence, including women and families, offers emergency shelter and supportive services and operates its own housing programs connected to DV transitional and rapid rehousing resources.

Hillcrest Transitional Housing provides a longer-term, service-rich transitional housing model for families and individuals who are ready for structured programming, such as employment requirements, budgeting support, and life-skills coaching.

Maple Street Recovery House supports people exiting incarceration or in recovery, helping stabilize individuals at particularly high risk of homelessness.

For unaccompanied youth and foster families, Drumm Farm Center for Children provides housing and support programs for foster families caring for children from infancy to age 18 and young adults who have aged out of foster care or who are experiencing homelessness with stable housing.

Mother's Refuge supports pregnant and parenting young women with shelter, transitional housing, and wraparound services.

Community Services League (CSL) delivers homelessness prevention, rapid rehousing, street outreach, and extensive case management, while also providing rental and utility assistance, transportation help, and connections to legal and employment services.

Comprehensive Mental Health Services/Centerstone operates outreach teams, co-responder programs with police, and behavioral-health services crucial for chronically homeless individuals with serious mental illness or substance use disorders.

The ARCH team, an EMS-based social work and medical response unit, engages people living unsheltered and connects them to care. Salvation Army provides social services, emergency assistance, and referrals that support individuals and families at risk or already experiencing homelessness.

Veterans experiencing homelessness may access HUD-VASH or SSVF resources through regional partners, though no dedicated veteran-specific shelter exists within Independence.

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MA-35 Special Needs Facilities and Services - 91.210(d)

Introduction

There are households throughout Independence that may have special housing and supportive service needs unrelated to homelessness. Some of these population groups include the elderly and frail elderly; those living with some type of physical or cognitive disability; those living with HIV/AIDS and their families; persons with substance use disorders; and victims of domestic violence, dating violence, sexual assault, and stalking. These groups typically face greater housing challenges than the general population due to their specific circumstances and the city's housing stock may not be suitable for households with particular special needs. These groups may also require special attention due to additional social services required. The size of these population groups are discussed in NA-45.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Elderly and Frail Elderly

The senior community in Independence is served by the Palmer Center which offers programs for socialization, fitness, health and nutrition, and resource assistance. The center serves lunch to approximately 60-70 people daily and has a gymnasium, fitness room, meeting spaces, game & craft room, media lab, dining hall, and kitchen. Members value the community and fellowship aspects of the center.

Several managed care medical centers (CenterWell, Oak Street Health, and Archwell) also serve seniors, providing primary care, transportation to appointments, and wellness activities, though they only accept specific insurance plans.

Transportation challenges have significantly reduced access to the Palmer Center since the loss of contracted transportation services in September 2024. The biggest gaps in senior services are transportation options and basic handyman services allowing seniors to age in place.

Persons with mental, physical, and/or developmental disabilities

The Whole Person serves people with disabilities in the Kansas City area, including Independence. They offer independent living services including advocacy, information and referral, independent living skills training, transition services (nursing home to community and youth to adulthood), and peer support programs. The organization also administers a home modification program funded through Kansas City CDBG and NFHA grants ($65,000 annually), with a current waitlist of 10-15 Independence residents. However, demand significantly exceeds available funding for home modifications. Community Services League provides vocational rehabilitation services for persons with disabilities. The state-funded Show Me Home program helps people transition from nursing homes back to the community and includes some funding for home modifications. The lack of

transportation options in Independence may limit residents' ability to access services located in Kansas City.

Victims of Domestic Violence

Hope House serves Eastern Jackson County including Independence with emergency shelter, transitional housing, legal services, therapy, supervised visitation, court advocacy, and prevention programs. They operate a Co-Responder program where staff respond with Independence law enforcement to domestic violence calls—the only such program in Missouri. In 2024, Hope House served 219 adults and 268 children across housing programs. Both agencies report wait lists for therapy, legal services, and outreach case management, with many people turned away from emergency shelter due to capacity.

Rose Brooks Center serves Kansas City proper but also serves Independence residents through a shared regional hotline (816 hotline) and emergency shelter when Hope House is at capacity. Additional regional providers include Synergy Services (Clay and Platt Counties), Newhouse (Kansas City), and Safe Home (Johnson County, Kansas).

Hope House ended their COC-funded rapid rehousing program in November 2024 due to challenges with the coordinated entry system, which prioritizes individuals with complex needs (chronic homelessness, mental illness, substance abuse) for permanent supportive housing but places them in domestic violence rapid rehousing programs instead, diverting limited resources away from domestic violence survivors.

Both agencies face potential 40-60% cuts to Victims of Crime Act (VOCA) funding effective April 1, 2026, representing $7.4-8 million in annual funding loss across Jackson County victim service agencies. This would significantly reduce emergency shelter capacity and supportive services. Emergency financial assistance (averaging $3,000-$5,000 for rent deposits, utilities, and security upgrades) is highly effective at keeping survivors safely housed and diverting them from emergency shelter, but funding for these interventions is limited.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Comprehensive Mental Health Services, Inc. (CMHS), located in Independence, is certified by State of Missouri as a community mental health and substance abuse treatment center and is the primary provider of supportive services, including housing services, for serving this need. CMHS's Community Services Program is a home and community-based program which provides assistance to adults with serious and persistent mental illnesses, empowering them to maintain and/or successfully gain their desired level of independent living and functioning in the community. Prior to discharge, the preparation of individualized needs assessment, including housing, employment and support services, government agency coordination and monitoring will continue to be undertaken. Discharges will continue to be made when appropriate facilities and services are provided for clients in concert with their individualized needs assessments.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

Activities to be undertaken during the next year to address the housing and supportive service needs with respect to non-homeless special needs populations include the provision of emergency and minor home repair programs, including energy efficiency repairs, weatherization and accessibility improvements, administered by local non-profit housing service providers with funding allocated through a competitive proposal process. Projects are expected to benefit non-homeless special needs populations including elderly, frail elderly, and those with disabilities that are currently homeowners.

These include:

- Healthy Families Jackson County, a voluntary, home visitation program targeting low-income families who are prenatal and postnatal experiencing housing insecurity.
- Hope House provides comprehensive supportive services to survivors of domestic abuse including healthy and nutritious meals for survivors and their dependents who reside at Hope House's residential shelter facilities.
- Independence Meals on Wheels provides nutritious weekday meals delivered to those who live within City limits of Independence, who are low to moderate income and elderly, home-bound, physically handicapped and lack the resources to provide for their nutritional needs.
- Metro Lutheran Ministry's Housing and Emergency Assistance Program provides preventative assistance for those in danger of losing their homes in the form of rent or utility assistance, combined with case management, food pantry and employment counseling to prevent homelessness.
- Palmer Senior Center Nutrition Site Program provides nutritionally balanced meals and human services to persons of low and moderate income who are elderly and/or disabled.
- The Salvation Army Emergency Assistance Program helps prevent homelessness by providing assistance with utility disconnects and rental assistance to prevent eviction.

Refer to AP-20 and AP-35 For Annual Goals and full project descriptions linked to anticipated allocations.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

N/A

MA-40 Barriers to Affordable Housing - 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

While the City of Independence has undertaken many positive redevelopment and reinvestment efforts, certain policies continue to impose negative effects on affordable housing and residential development, particularly for multi-family housing. Some of these effects trace back further, but remain materially relevant today, especially in shaping neighborhood patterns, affordability pressures, and disinvestment. Key issues include:

Zoning, Overlay Districts, and Regulatory Barriers to Affordable Housing and Density

The regulatory framework (zoning, overlay districts, development ordinances) can inhibit creation of more affordable housing typologies such as accessory dwelling units (ADUs), small infill dwellings, and multi-unit modest housing. While the City has recently adopted tools (e.g., in the West Central Independence Overlay District) to enable infill and mixed-use development, past long-term reliance on traditional single-family zoning restricted density and limited affordable housing supply.

Single-family zoning and restrictive development standards raise barriers for lower-cost housing development or conversion which disproportionately affects lower- and moderate-income residents who rely on rental or modest-owner housing. This reduces flexibility in the housing market and constrains the supply of affordable units, contributing to affordability stress and limiting opportunities for diverse household types (singles, small families, older residents, lower-income households).

Uneven Redevelopment, Gentrification Pressures, and Private Investment Patterns

Because public incentives, infrastructure investments, and redevelopment efforts tend to concentrate on selecting commercial or historic districts (e.g., central historic districts, major corridors), neighborhoods outside of these zones may continue to suffer from disinvestment or neglect. This drives a pattern of uneven residential investment, where older neighborhoods remain under-maintained or deteriorating, reducing safe and affordable housing options.

Insufficient or Declining Public Funding for Affordable/Public Housing and Rehab Needs

As public resources become more constrained, deferred maintenance, aging affordable housing stock, and limited new affordable construction lead to deterioration of existing units, loss of affordable units, and reduced housing quality. All these disproportionately impacts low- and moderate-income neighborhoods and households.

Public Policy Gaps in Preservation of Affordable Housing During Redevelopment

While redevelopment and historic-district revitalization efforts (commercial and residential) yield private investment and increased property values, without explicit affordable housing preservation or creation requirements, these policies often reduce the relative supply of affordable homes. For

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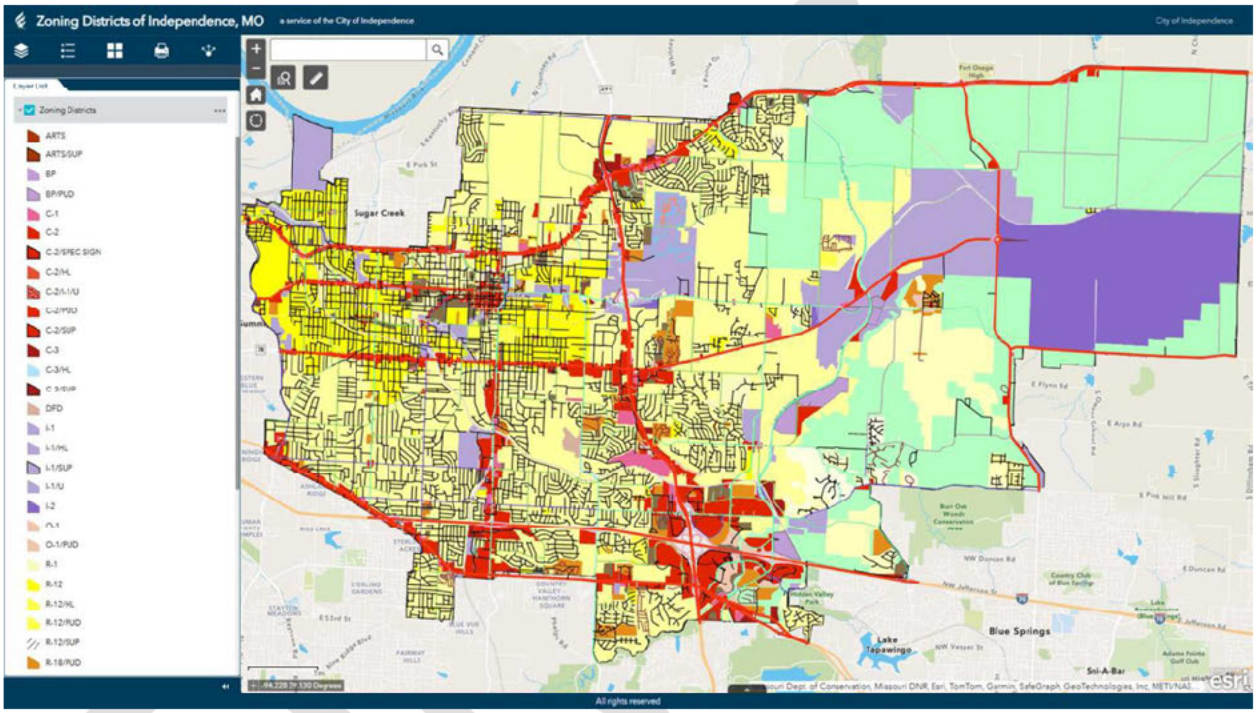
example, redevelopment in historic districts or commercial corridors may favor higher-end units or market-rate housing over affordable or workforce housing.

Past policies, including urban renewal-era demolition and clearance designations, targeted neighborhoods deemed blighted but were often communities of color or lower-income neighborhoods, resulting in displacement, loss of homeownership opportunities, and erasure of affordable housing supply. Though much of that occurred before 2000, its long-term effects persist in shaping neighborhood investment and affordability patterns throughout the city.



Zoning Districts of Independence

MA-45 Non-Housing Community Development Assets - 91.215 (f)

Introduction

This section provides an overview of employment, education levels, workforce characteristics, and earnings of residents and workers in Independence. The data reflect 2023 ACS and LEHD estimates, and the discussion incorporates perspectives gathered through consultations and community engagement.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	142	0	0	0	0
Arts, Entertainment, Accommodations	5,347	5,829	11	16	5
Construction	3,024	1,107	6	3	-3
Education and Health Care Services	10,394	9,326	21	26	5
Finance, Insurance, and Real Estate	3,354	2,192	7	6	-1
Information	991	667	2	2	0
Manufacturing	4,833	2,801	10	8	-2
Other Services	5,006	2,307	10	6	-4
Professional, Scientific, Management Services	2,976	1,183	6	3	-3
Public Administration	1,627	729	3	2	-1
Retail Trade	6,538	8,861	13	24	11
Transportation and Warehousing	3,290	580	7	2	-5

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Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Wholesale Trade	2,899	814	6	2	-4
Total	50,421	36,396	--	--	--

Table 42 - Business Activity

Alternate Data Source Name:

2022 Longitudinal Employer Household Dynamics

Data Source Comments:

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Labor Force

Total Population in the Civilian Labor Force	60,822
Civilian Employed Population 16 years and over	57,169
Unemployment Rate	6.01
Unemployment Rate for Ages 16-24	10.11
Unemployment Rate for Ages 25-65	5.58

Table 43 - Labor Force

Alternate Data Source Name:

2019-2023 American Community Survey

Data Source Comments:

Occupations by Sector	Number of People
Management, business and financial	17,839
Farming, fisheries and forestry occupations	0
Service	9,957
Sales and office	11,792
Construction, extraction, maintenance and repair	6,202
Production, transportation and material moving	11,379

Table 44 – Occupations by Sector

Alternate Data Source Name:

2019-2023 American Community Survey

Data Source Comments: Note: The IDIS sectors no longer align with the sectors reported by the ACS.

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	33,106	66%
30-59 Minutes	16,060	32%

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Travel Time	Number	Percentage
60 or More Minutes	1,363	3%
Total	***50,529***	***100%***

Table 45 - Travel Time

Alternate Data Source Name:

2019-2023 American Community Survey

Data Source Comments:

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	3,020	386	2,619
High school graduate (includes equivalency)	16,828	1,162	5,472
Some college or Associate's degree	15,514	787	3,849
Bachelor's degree or higher	11,148	273	1,531

Table 46 - Educational Attainment by Employment Status

Alternate Data Source Name:

2019-2023 American Community Survey

Data Source Comments:

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	67	404	475	710	949
9th to 12th grade, no diploma	727	900	1,222	2,314	1,265
High school graduate, GED, or alternative	4,864	6,387	4,931	10,982	8,873

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Some college, no degree	2,610	4,428	3,108	7,015	5,183
Associate's degree	513	1,670	1,711	2,218	1,481
Bachelor's degree	825	2,997	2,112	3,616	2,744
Graduate or professional degree	16	838	1,207	2,205	1,781

Table 47 - Educational Attainment by Age

Alternate Data Source Name:

2019-2023 American Community Survey

Data Source Comments:

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	30,990
High school graduate (includes equivalency)	40,628
Some college or Associate's degree	44,363
Bachelor's degree	54,928
Graduate or professional degree	62,383

Table 48 – Median Earnings in the Past 12 Months

Alternate Data Source Name:

2019-2023 American Community Survey

Data Source Comments:

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

In descending order, the major occupational sectors in Independence are Management, business, science, and arts (31.2%), Sales and office (20.6%), Production, transportation, and material moving (19.9%), AND Service Occupations (17.4%). Additionally, 10.8% of McKinney workers have Natural resources, construction, and maintenance occupations.

Drilling down to industry level using 2022 LEHD data, we find that over half the jobs are in Retail Trade (24.3%), Health Care and Social Assistance (17.3%), and Accommodation and Food Services (14.1%).

The remaining 44.2% of jobs in Independence are split between several industries, with only Educational Services (8.3%), Manufacturing (7.7%) , and Finance and Insurance (5.0%) accounting for more than 5% of jobs.

However, if we look at workers residing in Independence rather than jobs located in Independence, we see that over half the workers are employed in Health Care and Social Assistance (13.7%), Retail Trade (12.7%), Manufacturing (9.4%), Accommodation and Food Services (8.9%), and Educational Services (6.5%).

The largest mismatches between workforce and jobs are the Transportation and Warehousing industry, which has 2,710 more workers than jobs, Administration & Support, Waste Management and Remediation which has 2,282 more workers than jobs, and Retail Trade, which has 2,323 more jobs than workers.

Describe the workforce and infrastructure needs of the business community:

Workforce Needs

The Missouri and Eastern Jackson County WIOA Plans identify the primary growth industries that drive regional employment. These include: Health Care & Allied Health, Advanced Manufacturing, Transportation, Distribution & Logistics, Information Technology and Business Services, Construction & Energy Trades, and Hospitality, Retail & Customer Service.

Key workforce gaps were identified in the WIOA Plans, including an aging workforce in skilled trades, a shortage of healthcare workers such as CNAs, LPNs, and medical technicians, limited local training slots at Metropolitan Community College and local training providers, limited capacity in Adult Basic Education (ABE) and ESL programs for the city's growing non-English speaking population.

Infrastructure Needs

The business community in Independence faces several significant infrastructure challenges that can affect business retention, attraction, workforce access, and long-term regional competitiveness. These include the following:

Aging Roadway System and Limited Local Transportation Investment: Independence is responsible for maintaining many roadways that were formerly part of the state system, placing a heavy financial burden on the city and resulting in deferred maintenance and unmet needs for roadway modernization. Regionally, the CEDS reinforces the need for a multimodal transportation system for economic growth and access to jobs, including the need for a reliable public transportation system and improved traffic flow. The extremely limited public transit service in the city creates car dependency and limits worker access to jobs and employer access to labor.

Broadband Access and Digital Equity Limitations: Independence has citywide broadband network, although it is not open for public or business use, creating a missed opportunity for economic development. The CEDS notes gaps in broadband availability and adoption throughout the region and recommends additional infrastructure investment to improve digital access. In

recent years, AT&T has built out their fiber network and Google Fiber started constructing their fiber network in 2025. These activities will greatly expand broadband availability in the City.

Water, Wastewater, and Stormwater Infrastructure Under Strain: The CEDS identifies that maintaining water and sewer infrastructure is increasingly costly for local governments and customers. Businesses considering investment in and around Independence, especially advanced manufacturing or data centers, will require more reliable and affordable water and power systems. Regional stormwater standards are also being updated to meet the increasing demands associated with climate change which will require retrofitting or replacing outdated systems.

Energy System Modernization and Reliability Concerns: Independence operates its own electric utility (Independence Power & Light). While service quality is generally strong, the system is small and requires ongoing investment. There have been discussions about selling the utility. It was also noted that there has been limited progress on development of renewable energy projects such as solar farms. The CEDS highlights that the region's electric grid needs major investment to accommodate industrial growth, data centers, renewables, and resilience to extreme weather events.

Site-Readiness and Utility Upgrade Needs for Industrial Development: The CEDS stresses the need to make industrial and commercial sites "ready" for development with infrastructure in place The EastGate Commerce Center will offer opportunities, but it will require ongoing investments in road access improvements, water and sewer extensions, electrical capacity upgrades, and stormwater and climate-related resilience systems.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

The City continues to advance several economic development initiatives that support job creation, strengthen commercial corridors, and expand the City's housing and tax base. These projects include industrial development, corridor revitalization, major transportation infrastructure upgrades, destination commercial investment, and new residential activity.

EastGate Commerce Center – Little Blue Valley: EastGate is the City's most significant long-range industrial development, planned as a multi-phase business and logistics park with new industrial, warehouse, and distribution facilities. The project includes substantial roadway, utility, and stormwater infrastructure investment and is designed to attract advanced manufacturing, logistics firms, and regional employers. As build-out progresses, EastGate is expected to become a major employment center for eastern Jackson County and a catalyst for additional industrial expansion.

Noland Road Revitalization: Planned reinvestment along Noland Road focuses on revitalizing aging retail centers, redeveloping vacant commercial properties, encouraging new restaurants and

retail, and modernizing corridor identity through streetscape, access, and façade improvements. These investments aim to restore Noland Road as a strong, competitive commercial destination and improve its long-term economic sustainability.

U.S. 24 Highway Complete Streets Project: In partnership with MoDOT, the City is implementing major mobility upgrades along U.S. 24—the largest capital project in western Independence in decades. Improvements include resurfacing, a continuous turn lane, ADA-compliant sidewalks and ramps, lighting, upgraded signals, stormwater enhancements, and a shared-use path for bicycles and pedestrians. These upgrades are intended to improve safety, support multimodal transportation, and encourage adjacent commercial and residential redevelopment.

Corridor & Neighborhood Redevelopment: Complementing the U.S. 24 improvements, the City plans additional redevelopment strategies for older commercial corridors and historic neighborhoods. Streetscape upgrades and redevelopment incentives aim to attract private investment, encourage infill development, and modernize aging commercial and residential structures.

Related Needs: These planned economic development projects create several cross-cutting needs for the city, including: expanded workforce needs in logistics, CDL operation, advanced manufacturing, construction trades, retail, hospitality, customer service, and small-business management; enhanced business support services including technical assistance, financing tools, façade improvement incentives, and supply-chain coordination for growing industrial and commercial sectors; and significant infrastructure improvements such as upgraded utilities, freight-ready road networks, drainage and stormwater systems, improved transit access, pedestrian and bicycle safety enhancements, and traffic management near major corridors. These needs also include targeted support for infill housing, mixed-use redevelopment, and revitalization of older neighborhoods and commercial districts to ensure that new investment can be fully leveraged for long-term economic growth.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Independence's workforce is well positioned for middle-skill occupations—jobs that require technical training, certifications, or associate degrees, but not a bachelor's or higher. The EJAC Plan emphasizes that nearly 65% of regional job openings fall in this category, aligning with the city's large population of adults with some college or vocational experience. Examples include maintenance techs, welders, machinists, CDL drivers, HVAC installers, and certified nursing assistants—all in high local demand.

Independence lags the broader Kansas City metro area in bachelor's degree attainment, limiting the competitiveness of residents for higher-wage occupations in finance, engineering, IT, and managerial positions. These are increasingly concentrated in Kansas City, Lee's Summit, and Overland Park. Anecdotally, local employers in healthcare administration, education, and professional services report recruiting from outside the city for degree-dependent roles.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The Full Employment Council (FEC) operates the American Job Centers (AJCs) serving Independence under the Workforce Innovation and Opportunity Act (WIOA). FEC manages career counseling, job placement, occupational training, supportive services, and employer engagement for adults, dislocated workers, and youth. Its Independence office, located in the (Blue Ridge Crossing area, functions as the primary one-stop access point for residents.

The Metropolitan Community College (MCC) has campuses in Blue River and Longview. MCC is the region's core postsecondary technical and applied workforce training center and provides both credit-bearing associate programs and noncredit short-term credentials aligned with employer needs, particularly in manufacturing, healthcare, and transportation. MCC often partners with FEC and employers on customized training, pre-apprenticeship, and rapid re-skilling programs.

Additional workforce training initiatives include:

- Community Services League (CSL) runs an Employment Services program through their "EastGate Career Hub," offering programs to adults looking to improve employment outcomes. Services include resume writing, basic computer skills training, job referrals, interview prep, and work-readiness coaching. They also provide tuition-paid career-training that leads to industry-recognized credentials in high-demand sectors (e.g. healthcare, skilled trades, and transportation and logistics).
- The Independence School District (ISD) offers– Career and Technical Education (CTE) programs that feed directly into local apprenticeships or MCC credits.
- University of Missouri–Kansas City (UMKC) offers higher-skilled education in occupations and careers in engineering, life sciences, and health administration.

Goodwill's career centers and other local non-profits provide career coaching, short-term training, job placement support, barrier-removal services (transportation, basic skills, digital literacy), and wraparound supports that help low- and moderate-income residents access and retain employment. Community Services League and similar organizations offer cohort certificate programs (healthcare, construction, manufacturing).

Regional apprenticeship and pre-apprenticeship programs (e.g., Mid-America Carpenters council and industry-led apprenticeships) provide hands-on training and journeyman credentials that feed construction and skilled trades pipelines in the region.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The city's allocation of CDBG and HOME funding is significantly limited. The city does not invest these federal funds into economic development infrastructure activities.

Discussion

In 2025, the City approved an incentive to Independence Power Partners, LLC. IPP will lease approximately 91 acres of land from the City that was the site of the City's retired Blue Valley Power Station (the "Land"). The Project consists of two phases. Phase 1 includes a natural-gas-fueled power generation station anticipated to generate approximately 225 megawatts, consisting of 15 turbines, associated generators, and ancillary equipment to provide gas supply, emissions control equipment, and other services necessary to operate and maintain the facility. Phase 2 will be an approximately 800 megawatt generating facility consisting of a state-of-the-art natural gas turbine, a heat recovery steam generator, a steam turbine, two generators and ancillary equipment necessary to deliver fuel to the turbine. Operations buildings will be constructed on the Land and equipment will be placed on the Land in connection with each phase consisting of emissions control equipment, water treatment and wastewater management equipment along with other ancillary equipment necessary to operate and maintain the power generation units. The Project will be located at 21500 East Truman Road, Independence MO 64056. This will provide power to the data center to be located in East Gage but also additional power for economic development in the Little Blue Valley.

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MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

We look at housing problems by census tract from the 2019-2023 ACS data, using the definition of concentration as 10 or more percentage points above the jurisdiction as a whole.

By this definition, we see the following census tracts have a concentration of units with one or more housing problems:
- 114.05: 12.3% higher than citywide
- 114.07: 10.6% higher than citywide
- 114.08: 21.2% higher than citywide
- 116.01: 23.2% higher than citywide
- 145.03: 10.5% higher than citywide
- 156: 14.9% higher than citywide

Additionally, census tract 116.02 has a concentration of units with two or more housing problems of 11.4%, compared to 1.6% citywide.

This is shown in more detail in Appendix B: Census Tract Maps

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

Yes. There are three Census Tracts identified as having a concentration of racial or ethnic minorities, defined as having 10 or more percentage points above the jurisdiction as a whole. These include:

- **Census Tract 114.05** - Randall Neighborhood. This is also the only Racially and Ethnically Concentrated Area of Poverty (RECAP) in Independence.
- **Census Tract 156** - Near Kansas City / Fairmount / Blue Summit
- **Census Tract 115.02** - Nolan Road Area – Census Tract South of Chrisman High School

A map identifying these three areas in orange is included at the end of this section.

What are the characteristics of the market in these areas/neighborhoods?

Randall Neighborhood

This area is located near the geographic center of the city and includes Hawthorne Heights, a large, long-standing income-restricted multifamily development that is also the City's only Racially and Ethnically Concentrated Area of Poverty (RECAP). Outside of Hawthorne Heights, the surrounding Randall neighborhood is predominantly composed of small, older single-family homes, generally built in the 1950s–1960s. Homes are typically very small (often 800–1,000 square feet), with limited garages and occasional duplexes or fourplexes, but no other large multifamily developments.

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The area is largely built out and has few direct community assets within the census tract itself. Nearby assets, such as a school, park, and churches, are located in adjacent tracts to the east rather than within the core area. Commercial activity is limited to strip commercial uses along Highway 24, including convenience retail, pharmacies, and auto-oriented services. Due to small lot sizes and shallow parcels, opportunities for redevelopment or significant infill are considered limited.

Western Area – Near Kansas City / Fairmount

The westernmost area, adjacent to Kansas City, was described as having the most distressed housing conditions in Independence. The housing stock consists almost entirely of very old, small single-family structures, many originally built as early 20th-century vacation cottages and later converted to permanent residences. Lots are often extremely narrow (20–25 feet wide), homes are frequently under 1,000 square feet, and many structures have been lost over time due to neglect, fire, or demolition, resulting in a "missing teeth" pattern of vacant lots.

This area experiences high concentrations of code violations, minimal infrastructure investment, and virtually no community assets. The only notable feature is Mount Washington Cemetery, which, while historically significant, does not function as a neighborhood amenity. There are no grocery stores or meaningful commercial services, requiring residents to travel east along Highway 24. Redevelopment potential is considered extremely constrained due to fragmented ownership, lot configuration, and terrain. However, there was discussion of some reinvestment by Hispanic households, who are purchasing and incrementally rehabilitating homes, reflecting the area's role as one of the city's lowest-cost entry points to homeownership.

Nolan Road Area South of Chrisman High School

The third area, located south of Chrisman High School and bounded by Noland Road and Highway 24, is characterized by older single-family neighborhoods with small homes (often 700–800 square feet) on modest lots. Structures generally date to the 1930s–1940s, frequently lack garages, and are supplemented only by occasional duplexes or fourplexes. Housing conditions are challenging, though not as extreme as in the western area.

Community assets are very limited. The primary commercial node is Chrisman Plaza, a small, aging neighborhood shopping center that includes a small local grocery store and a handful of service-oriented businesses. Additional strip commercial uses and auto-related services line Highway 24, but the area lacks parks, playgrounds, or institutional anchors. Aside from potential reinvestment in Chrisman Plaza, few strategic redevelopment opportunities were identified due to full build-out and shallow commercial parcels.

Are there any community assets in these areas/neighborhoods?

See above.

Are there other strategic opportunities in any of these areas?

See above.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

According to the FCC National Broadband Map data, as of September 30, 2025, 99% of Independence housing units were wired for 100/20 broadband speeds, with 95.9% wired for 1000/100 speeds.

There does not appear to be a "digital divide" in Independence as far as infrastructure goes. Cost of broadband may be a different factor.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

According to the FCC National Broadband Map, as of September 30, 2025 there were three providers in Independence that cover 100% of units in the city (Hughes, Viasat, Space Exploration Technologies) two that cover at least 75% of units in the city (Comcast, AT&T) and one that covers between 50 and 75% of units in the city (T-mobile).

Lack of competition among internet service providers does not seem to be an issue in Independence.

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MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

In the 2025 Regional Multi-hazard Mitigation Plan for Cass, Clay, Jackson, Platte and Ray counties and their incorporated cities in Missouri, six major types hazards are identified as major risks for Jackson County.

- Tornadoes have a 49% chance of occurring in any given year, and are likely to impact 50-100% of the county.
- Severe Thunderstorms have a 97% chance of occurring in any given year, and are likely to impact 10-25% of the county.
- Severe Winter Weather has an 86% chance of occurring in any given year, and is likely to impact 50-100% of the county.
- Heat Waves have 46% chance of occurring in any given year, and is likely to impact 50-100% of the county.
- Drought has a 25% chance of occurring in any given year, and is likely to impact 50-100% of the county.
- Flooding is 96% likely to occur in any given year, and impact 25-50% of the county.

While none of these weather-related hazards are solely caused by climate change, all of them are exacerbated by it. We note that the probabilities in the Plan are based solely on past data, and do not attempt to model any increases in risk due to climate change or other factors.

Data at the city level notes that in the previous five years there have been 2 tornadoes, 15 severe thunderstorms, 0 floods, and 17 heat waves. There is no data on severe winter weather available at the city level.

The city has 7 warming centers and 12 cooling centers to help with extreme temperatures, which is becoming much more common. It has 659 residential properties in a floodplain.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Low- and moderate-income (LMI) households are disproportionately vulnerable to the risks identified in this analysis due to a combination of housing stock conditions, limited financial capacity, and geographic concentration within older or higher-risk neighborhoods. Data from local housing assessments, code enforcement trends, and regional planning studies consistently show that LMI households face elevated exposure to housing instability, physical deficiencies, and environmental hazards.

First, aging housing stock plays a major role. LMI households in the jurisdiction are more likely to occupy older single-family homes and small multifamily properties—units that typically require substantial rehabilitation. These properties exhibit higher rates of structural deficiencies, outdated mechanical systems, lead-based paint risk, energy inefficiency, and chronic maintenance issues.

Limited household income restricts the ability to make needed repairs, which perpetuates deterioration and increases vulnerability to health and safety hazards.

Second, cost burden and limited mobility increase vulnerability. High housing cost burdens—common among LMI renter households—reduce the financial flexibility needed to address rising utility costs, weatherization needs, or emergency repairs. Households with insufficient reserves are also less able to relocate when housing becomes unsafe or unstable, resulting in prolonged exposure to deteriorating conditions or predatory rental practices.

Third, geographic patterns of risk reinforce disparities. LMI households are more likely to live in neighborhoods with older infrastructure, higher rates of code violations, and elevated exposure to localized risks such as flooding, inadequate drainage, or poor-quality private rental stock. These same areas often show higher concentrations of vacant or distressed properties, which can further destabilize housing conditions and drive down investment.

Fourth, renter households face unique vulnerabilities. LMI renters—particularly those in older multifamily buildings—often experience deferred maintenance, overcrowding, and limited recourse when landlords lack the resources or incentives to improve conditions. Data from code enforcement and housing inspections frequently indicate that lower-income rental units account for a disproportionate share of habitability violations and environmental health risks.

Finally, compounding social and economic factors heighten risk. LMI households often include seniors, individuals with disabilities, and single-parent families—groups more sensitive to housing disruptions and less able to absorb sudden increases in housing costs or temporary displacement during rehabilitation.

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Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Strategic Plan section identifies priorities, objectives, strategies, and projected outcomes that the City will seek to accomplish over the next five years. The strategies developed within this Plan focus on housing, homelessness, special needs populations, community development, and economic development and establish relevant priorities and goals, identify resources expected to be available to meet priority needs, address prevailing market conditions, articulate the geographic distribution of resources expected to be available to meet needs, the evaluate existing system in place for delivering programs and services and the barriers in meeting identified goals and priorities and how such barriers will be mitigated. This Section also includes a discussion of homelessness, public housing and lead- based paint issues as well as city anti-poverty efforts and ongoing endeavors to monitor federal program compliance and performance.

Through the broad-based consultation and citizen participation processes described in the Needs Assessment above, key themes emerged which were notable areas of almost universal agreement. There are major housing and community development challenges driven by housing affordability, aging infrastructure, and limited supportive services. Housing cost burden is the primary issue, affecting over one-quarter of households, with renters and households below 50% of AMI most impacted. Concerns were raised about corporate and out-of-state property ownership contributing to rising rents, reduced homeownership opportunities, and weaker property maintenance. Although population and nominal incomes have grown modestly since 2014, inflation-adjusted incomes have declined, increasing cost pressures, particularly for seniors, women, and single-person households. Special needs populations face compounded barriers: nearly 30% of households include a person with a disability, seniors struggle with accessibility and aging in place, and survivors of domestic violence face severe housing shortages with demand far exceeding capacity. Homelessness is rising, with providers estimating 250–500 individuals experiencing homelessness locally, shelters and supportive housing at capacity, and more than 800 students identified annually as homeless. Public housing and vouchers remain essential but strained, with over 2,000 assisted units and rising costs, while redevelopment and RAD conversions require careful coordination to preserve affordability. Broader community development needs include reinvestment in aging infrastructure, sidewalks, utilities, and ADA improvements, with transportation identified as a key barrier to jobs, services, healthcare, and housing stability, alongside strong demand for rental and utility assistance, eviction prevention, senior and domestic violence services, food access, workforce development, childcare, and mental health supports.

Over the next five years the City of Independence, in partnership with other key community stakeholders, plans to allocate resources to preserve and expand affordable housing options, improve public facilities and public infrastructure, increase income opportunities, and provide

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critical supportive services to the city's low- and moderate-income residents and targeted priority populations based on the most significant demonstrated needs. Given the limited resources that the City receives annually through the CDBG and HOME programs, the city seeks to develop and expand partnerships whenever possible to maximize the funding available and leverage additional funding to support the City's goals.

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SP-10 Geographic Priorities - 91.215(a)(1)

Geographic Area

Table 49 - Geographic Priority Areas

1	**Area Name:**	City-wide
	Area Type:	City-wide
	Other Target Area Description:	City-wide
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	This is the total geographic area of the city.
	Include specific housing and commercial characteristics of this target area.	Low- and moderate-income areas are located throughout the city. The housing and commercial characteristics represent the city as a whole as described above.
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	Many nonprofit service agencies and the community were consulted as part of the Consolidated Plan process. It was clear through these discussions that the community needs described above were not limited to specific areas of the city but are prevalent throughout the city.
	Identify the needs in this target area.	The needs of the city are identified in the Needs Assessment section of the Consolidated Plan.
	What are the opportunities for improvement in this target area?	Immediate opportunities for improvements are defined in the projects included in Section AP-38 of the Annual Action Plan.
	Are there barriers to improvement in this target area?	Barriers to improvements include insufficient funds, barriers to affordable housing (including the high cost of real estate) and others identified in the Market Analysis section of the Consolidated Plan.

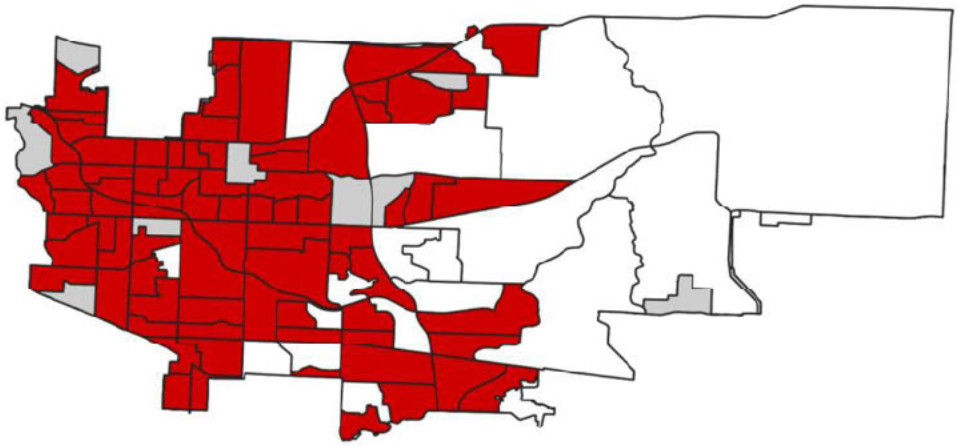
General Allocation Priorities

Describe the basis for allocating investments geographically within the state

The City of Independence will allocate its CDBG and HOME investments citywide due to the city's LMI households being dispersed throughout the city. The city is committed to community

development investments throughout the city as required, subject to funding limitations and CDBG program requirements. Public service activities are eligible to all low- and moderate-income residents served through partnerships with non-profit organizations. Housing related activities are expended throughout the City, based on the qualifications of low- and moderate-income applicants. Similarly, funds to support the development of affordable housing will serve low- and moderate-income persons throughout the City, based on real estate opportunities and partnership agreements with non-profit housing developers. Finally, any public facility and infrastructure improvements will be based on evaluation of LMI area benefits.

The map below denotes Census Block Groups in the City of Independence where 51% of the household earn less than 80% of the Area Median Income. The areas shaded gray are area with incomplete information related to the 2023 Five-Year ACS data.



CDBG Eligible Block Groups

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SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 50 – Priority Needs Summary

1	**Priority Need Name**	Affordable Housing Development
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children veterans Victims of Domestic Violence Elderly Frail Elderly Persons with Physical Disabilities Victims of Domestic Violence
	Geographic Areas Affected	City-wide
	Associated Goals	Affordable Housing Development
	Description	Independence's Low- and Moderate-Income households need access to high quality, affordable housing options through the creation of new affordable housing units, conversion of existing market rate units to affordable units, and the preservation of existing affordable housing. As discussed in the Needs Assessment sections, almost 27% of all households in the City are cost burdened and residents struggle finding affordable units. The high percentage of older housing is a contributing factor in the increase in rehabilitation costs.

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	Basis for Relative Priority	Needs Assessment and Market Analysis both demonstrate that housing cost burden is of primary concern in the city. The increasing cost of housing and the limited supply of affordable housing units was a nearly universal concern in conversations with residents. Additionally, consultation with community organizations, service providers, neighborhood associations, and survey results all demonstrate that additional affordable housing is a priority.
2	**Priority Need Name**	Housing Rehabilitation and Energy Efficiency
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Elderly Frail Elderly Persons with Physical Disabilities
	Geographic Areas Affected	City-wide
	Associated Goals	Housing Rehabilitation and Energy Efficiency
	Description	Strengthen the durability, longevity, safety and quality of older and/or dilapidated residential housing inventory through rehabilitation and energy efficiency improvements.
	Basis for Relative Priority	Data research and analysis, comments from citizen participation community meetings and focus groups, consultation with community-based organizations and public services agencies, and online survey results are the basis for relative priority.
3	**Priority Need Name**	Code Enforcement and Blight Removal
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly

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	Geographic Areas Affected	City-wide
	Associated Goals	Code Enforcement and Blight Removal
	Description	Provide resources to strengthen code enforcement activities throughout the city, identify blighted properties to be targeted for removal, and enhance the overall quality of housing in the community.
	Basis for Relative Priority	Data research and analysis, comments from citizen participation community meetings and focus groups, consultation with city staff, and online survey results are the basis for relative priority.
4	**Priority Need Name**	Public Services
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Elderly Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Victims of Domestic Violence
	Geographic Areas Affected	City-wide
	Associated Goals	Public Services

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	Description	Low-income residents and special needs populations continue to have high levels of need for services throughout Independence. These include, but not limited to, health care, mental health services, day care for the disabled, food banks, services for the elderly, frail elderly, and disabled, survivors of domestic violence, educational programs, youth programs and after school programs, transportation assistance, and other needs. The city aims to provide comprehensive community services to meet the basic subsistence, health and wellness, recreational, artistic, cultural, and developmental needs of individuals and families to improve and enrich their lives, move them out of economically vulnerable situations, and promote self-sufficiency.
	Basis for Relative Priority	Comments from citizen participation community meetings and focus groups, consultation with community-based organizations and public services agencies, and survey results are the basis for relative priority and for the selection of specific public services.
5	**Priority Need Name**	Community Infrastructure Improvements
	Priority Level	High
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	City-wide
	Associated Goals	Community Infrastructure Improvements
	Description	Investments in maintaining aging infrastructure are necessary to improve the living environment of the city's residents. Repairs to streets, roads, sidewalks, bridges, sewers, stormwater systems, ADA accessibility, and public parks and playgrounds are all essential for high quality city services and can assist in expanding affordable housing and economic development opportunities.
	Basis for Relative Priority	Previous planning studies, hazard mitigation plan, consultation with city staff, and survey results are the basis for relative priority.
6	**Priority Need Name**	Public Facility Improvements
	Priority Level	High

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	Population	Extremely Low Low Moderate Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	City-wide
	Associated Goals	Public Facility Improvements
	Description	The physical condition of buildings occupied by community organizations and social service agencies often requires upgrades, improvements, or modernization to better serve city residents, including making public buildings more accessible for individuals with disabilities.
	Basis for Relative Priority	Consultation with community-based organizations and public services agencies, consultation with community development staff, and online survey results are the basis for relative priority.
7	**Priority Need Name**	Economic Development
	Priority Level	Low
	Population	Extremely Low Low Moderate Non-housing Community Development
	Geographic Areas Affected	City-wide
	Associated Goals	

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	Description	The City is committed to ensuring that residents of the city benefit from expanded economic opportunities and works to increase the local economy's capacity to generate income and wealth for residents, particularly for low- and moderate-income individuals and families. There is a need for targeted investments for job creation and retention, economic expansion, and commercial revitalization.
	Basis for Relative Priority	Economic development projects are typically very expensive and not able to be substantially addressed with the CDBG resources made available to the city. The city typically uses other funds for economic development projects.

Narrative (Optional)

Independence has elected to utilize the following definitions to assign priority. They are as follows:

- High Priority – The city plans to use funds made available for activities assigned this priority that address unmet needs during the PY2026-2030 Consolidated Plan period.
- Low Priority – If funds are available, activities to address unmet needs may be funded by the city during the PY2026-2030 Consolidated Plan period.

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SP-30 Influence of Market Conditions - 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	Not applicable. Independence does not use funds for TBRA.
TBRA for Non-Homeless Special Needs	Not applicable. Independence does not use funds for TBRA.
New Unit Production	New affordable housing production in Independence is shaped by the availability and cost of developable sites, physical deterioration of existing structures, construction and labor costs, interest rates and underwriting constraints, and the size of the financing gap between what low- and moderate-income households can afford and what it costs to build new homes. These conditions typically require significant subsidies. Consistent with these market realities, Independence will prioritize new production where it can (1) deliver units affordable at lower income levels, (2) leverage substantial non-federal resources, and (3) expand unit types most constrained in the local market.
Rehabilitation	Rehabilitation is strongly influenced by the age and condition of the housing stock, deferred maintenance needs, and the financial capacity of low- and moderate-income homeowners to address health and safety issues, building code deficiencies, energy efficiency needs, and lead hazards. Independence will use rehabilitation activities to preserve affordability, improve habitability, and stabilize neighborhoods, prioritizing projects that address critical code items, accessibility modifications, and measures that reduce operating costs for vulnerable low-income households.
Acquisition, including preservation	Acquisition and preservation decisions are based on home price and housing market trends, investor competition for naturally occurring affordable housing, and the risk that older affordable units are lost through deterioration, conversion, or price escalation following sale. Under these conditions, preservation can often be a more cost-effective option than new construction and can prevent displacement while maintaining neighborhood stability. Independence will prioritize acquisition and preservation where it can secure long-term affordability, leverage rehabilitation to extend useful life, and compete in a housing market where homes are often being listed and sold in a matter of weeks, often above asking price.

Table 51 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

The City of Independence receives two annual allocations from HUD. These include Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME). The strategic plan establishes the framework for the allocation of these federal resources through the Community Development Department to accomplish the goals and outcomes described in the Strategic Plan over the next five years. The Consolidated Plan articulates policies, strategies, goals and objectives which are based on an analysis of the city's housing needs, housing market, homelessness, public service, economic development, and community development needs.

While it is challenging to predict future Federal resources based on Congressional appropriations, the city anticipates receiving approximately $6 million in total funding over the 5-year period from July 1, 2026 to June 30, 2031. Funding can fluctuate based on allocation methodologies nationally and based on Congressional funding levels. The city projects receiving $800,000 in CDBG funds annually, and another $400,000 in HOME funds annually. Additionally, prior resources in the amount of $14,919.30 will be included in the 2026 program year Action Plan, which starts on 7/1/2026 and ends on 6/30/2027. It is the first Annual Action Plan related to the goals outlined in the City's 2026-2030 Consolidated Plan.

The anticipated resources for the 2026-2027 program year are preliminary estimates. Once HUD makes awards to the City, the total funding amounts will be updated in the Consolidated Plan. Changes to project funding due to an increase or decrease from the projected amount as discussed in Section AP-35.

[*** Update once HUD announces allocations.]

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Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Housing Public Improvements Public Services	800,000	0	14,919	814,919	3,200,000	The CDBG program is a flexible program that provides resources to address a wide range of community development needs including housing rehabilitation, public services, and public facility and infrastructure improvements.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership	400,000	0	0	400,000	1,600,000	The HOME Program allows for a wide range of affordable housing activities including acquisition, development of new homeownership and rental housing, homeowner and rental rehabilitation, homebuyer activities, and tenant-based rental assistance, with the intent to provide safe, adequate and decent affordable housing to lower-income households and expand the capacity of non-profit housing providers.

Table 52 - Anticipated Resources

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funding is the primary funding source for many of the goals outlined in the Consolidated Plan. HOME funding also contributes significantly to achieving affordable housing and rehabilitation goals. By combining these federal funds from HUD with other local, state, and federal resources (when available), the city is better positioned to address the many needs facing the community. These combined resources, as well as efficiencies created through strategic partnerships with other organizations, give the city an increased capacity to address the needs identified in this Consolidated Plan.

While CDBG funds do not have a regulatory match requirement, all subrecipient agencies must demonstrate leveraged funding as part of their application for funds. Proposals are evaluated, in part, by the amount of leveraged funding to support program activities. Sub-recipient nonprofit agencies awarded CDBG Public Service funds are required to document matching resources at a 5:1 ratio.

The City also leverages approximately $1 million annually in general funds and other local resources to supplement CDBG funding for code enforcement and public facilities and infrastructure improvements, directly advancing Consolidated Plan priorities.

HOME funds have mandated matching requirements as described in 24 CFR 92.218. Match contributions for HOME assisted projects are obtained through several sources:

1. Cash from Non-Federal Sources – Cash donations from project supporters and grants from state or local government funds directed toward eligible affordable housing projects.
2. Forgone Fees and Charges – Waived fees and charges for building permits, permit plan reviews, and demolition permits required for eligible projects.
3. Real Property Donations – The appraised market value of donated real property used in eligible projects.
4. Donated Services and Materials – The value of donated project design services, site.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Publicly owned land or property is typically not used to support the projects and programs described in the Consolidated Plan. Actions may be undertaken based on the input of city staff and the relevant advisory board, and subject to the ultimate review, analysis and approval of the Independence City Council.

Discussion

The resources available to the city to meet its residents' needs are always insufficient. Funding for the range of affordable housing, public services, public facilities, and infrastructure improvement projects needed to truly meet the needs of the city's low- and moderate-income population is woefully insufficient. Further, many community agencies depend on these federal funds to provide services to those in the greatest need and are seeing an increase in the demand for their services. Without a significant increase in federal and other funding to support human needs, the city will perpetually be facing the same problems.

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SP-40 Institutional Delivery Structure - 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
CITY OF INDEPENDENCE	Government	Economic Development Homelessness Non-homeless special needs Planning neighborhood improvements public facilities public services	Jurisdiction
Housing Authority of Independence	PHA	Public Housing Rental	Jurisdiction
Mid America Regional Council	Regional organization	Planning	Region
Independence Economic Development Corporation	Non-profit organizations	Economic Development	Jurisdiction
Community Services League (CSL)	Non-profit organizations	Homelessness Non-homeless special needs public services	Region
Truman Heritage Habitat for Humanity	CHDO	Ownership Rental	Region
Greater Kansas City Coalition to End Homelessness	Non-profit organizations	Homelessness	Region
SALVATION ARMY CROSSROADS SHELTER	Subrecipient	Homelessness	Region

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Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
SALVATION ARMY	Subrecipient	Non-homeless special needs public services	Region
MOTHER'S REFUGE	Subrecipient	Homelessness Non-homeless special needs public services	Jurisdiction
Comprehensive Mental Health	Non-profit organizations	Non-homeless special needs	Region
HOPE HOUSE	Non-profit organizations	Non-homeless special needs Rental public services	Region
Rose Brooks Center	Non-profit organizations	Non-homeless special needs Rental public services	Region
The Whole Person	Non-profit organizations	Non-homeless special needs Rental public services	Region
United Way of Greater Kansas City	Non-profit organizations	Economic Development Homelessness Non-homeless special needs Planning public facilities public services	
Palmer Center	Departments and agencies	Non-homeless special needs public services	Jurisdiction
ReStart, Inc.	Subrecipient	Homelessness	Region
Metro Lutheran Ministries	Subrecipient	Homelessness public services	Region

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Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Independence Meals on Wheels	Subrecipient	Non-homeless special needs public services	Jurisdiction
Independence CDBG & HOME Programs Annual Advisory Committee	Other	Planning	Jurisdiction
Independence Health Department	Government	Non-homeless special needs Planning	Jurisdiction
Independence School District	Government	Homelessness Non-homeless special needs Planning public services	Jurisdiction
NORTHWEST COMMUNITIES DEVELOPMENT CORP.	Subrecipient	Non-homeless special needs neighborhood improvements public services	
Community Action Agency of Greater Kansas City	Non-profit organizations	Non-homeless special needs neighborhood improvements public services	Region

Table 53 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The City of Independence relies on a well-established institutional structure to effectively implement the goals and priorities of the Consolidated Plan. Independence benefits from a comprehensive and experienced network of subrecipients, providers, agencies and community organizations that provide a proven support system for addressing the needs of the low- and moderate-income community. The following provides a summary of the strengths and weaknesses of the community's institutional delivery system:

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Strengths:

- Extensive supply of experienced service providers, local and regional, servicing a broad range of social service and housing needs
- Shared regional data network available to service providers provides for fair and efficient service delivery
- Strength and support of the City's faith-based community
- Experience of City Program Staff in administering federally funded program
- Strong commitment to volunteerism within the community
- Strength and engagement of the Independence School District
- Community affordability attracts investment
- Local agency participation in regional Continuum of Care efforts
- Support from community banks

Gaps:

- Shortage of public and private funding resources to fully support individual, community, and agency needs
- Shortage of experienced non-profit housing developers for rental projects
- Local public transportation system provides limited connection to regional system
- Many services located in Kansas City have limited reach into Independence
- Shortage of resources and capacity to rapidly increase the supply of affordable housing units or tenant-based rental assistance programs
- Lack of shelter facilities to serve the full range of homeless populations

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Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X		
Utilities Assistance	X		
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X		
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X		
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X		
HIV/AIDS	X		X
Life Skills	X		
Mental Health Counseling	X		
Transportation	X		
Other			

Table 54 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Independence benefits from the expertise of a solid network of experienced housing and social service providers who together provide a fairly comprehensive safety net for the city's homeless population and for those living with HIV/AIDS. Independence and its network agencies participate in the Greater Kansas City Coalition to End Homelessness and are actively involved in expanding the outreach and impact of the Continuum's efforts. There is a severe lack of shelter capacity in the city and the most significant local challenge in meeting the needs of the homeless is a lack of

resources to serve all who are in need. Further, with growing increases in rents and housing costs, there are limited opportunities for affordable housing options for homeless individuals and families, and for households at risk of homelessness.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The service delivery system for persons with special needs and persons experiencing homelessness in Independence benefits from the following strengths:

- A comprehensive network of agencies covering the broad range of underserved needs is available to some degree, if not locally, within the region
- The service delivery system for very low income, homeless and special needs persons benefits from the shared use of a regional case management database called MAACLink that is available to non-profit social service providers and helps to ensure fair and efficient service is available to beneficiaries
- Many service providers have built effective local and regional collaborative partnerships designed to leverage resources and avoid duplication of services to better serve beneficiaries and the community as a whole
- Many service providers have worked to develop niche programs and services to fill underserved needs and ensure the sustainability of the organization

Gaps identified in the current service delivery system include the following:

- While generally eligible to be served by local social service agencies, there are certain categories of special needs populations, including persons with HIV/AIDS, unaccompanied youth, and persons with disabilities that do not have a strong, stand-alone, institutional advocate within the City that is actively partnering to address their specific underserved needs
- Homeless shelter programs in Independence generally prioritize for certain categories of beneficiaries, namely families and women with children, leaving unaccompanied youth, single men and persons with mental illness or substance abuse issues un-served at the local level
- There is a significant shortage of emergency shelter and transitional housing options for individuals and families fleeing domestic violence
- There is a large and growing number of elderly and frail elderly living in the city, sometimes alone, that have limited transportation options and are at risk of social isolation

The primary obstacle to fully addressing the needs outlined in the Consolidated Plan is the availability of funding.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

SP-45 Goals - 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing Development	2026	2030	Affordable Housing	City-wide	Affordable Housing Development	HOME: $1,800,000	Homeowner Housing Added: 10 Household Housing Unit
2	Housing Rehabilitation and Energy Efficiency	2026	2030	Affordable Housing	City-wide	Housing Rehabilitation and Energy Efficiency	CDBG: $1,214,919	Homeowner Housing Rehabilitated: 30 Household Housing Unit
3	Code Enforcement and Blight Removal	2026	2030	Affordable Housing	City-wide	Code Enforcement and Blight Removal	CDBG: $975,000	Housing Code Enforcement/Foreclosed Property Care: 2500 Household Housing Unit
4	Public Services	2026	2030	Non-Homeless Special Needs	City-wide	Public Services	CDBG: $600,000	Public service activities other than Low/Moderate Income Housing Benefit: 30000 Persons Assisted
5	Community Infrastructure Improvements	2026	2030	Non-Housing Community Development	City-wide	Community Infrastructure Improvements	CDBG: $150,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Public Facility Improvements	2026	2030	Non-Housing Community Development	City-wide	Public Facility Improvements	CDBG: $150,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
7	Planning and Administration	2026	2030	Planning and Administration	City-wide		CDBG: $800,000 HOME: $200,000	Other: 1 Other

Table 55 – Goals Summary

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Goal Descriptions

1	**Goal Name**	Affordable Housing Development
	Goal Description	Funds will be used to assist in the creation and/or preservations of single-family or multi-family affordable housing units for rental and homeownership opportunities throughout the city through new construction, rehabilitation, acquisition, and/or demolition.
2	**Goal Name**	Housing Rehabilitation and Energy Efficiency
	Goal Description	Funds will be used to support low- and moderate-income residents with the rehabilitation and accessibility modification of their homes to ensure housing is healthy, safe, lead free, and can accommodate the city's aging population and persons with disabilities.
3	**Goal Name**	Code Enforcement and Blight Removal
	Goal Description	Provide resources to strengthen code enforcement activities throughout the city, identify blighted properties to be targeted for removal, and enhance the overall quality of housing in the community.
4	**Goal Name**	Public Services
	Goal Description	Funds will be used to support nonprofit agencies in the provision of public services including crime prevention and safety, programs for youth and seniors, healthcare and mental health services, basic needs and food assistance, transportation support, community nonprofit capacity building, and other services needed in the community. The funds will also be used to support specific populations such as the homeless, veterans, victims of domestic violence, and other special needs populations as needed.
5	**Goal Name**	Community Infrastructure Improvements
	Goal Description	Funds may be used for public infrastructure improvements in CDBG eligible Census Tracts or Block Groups specifically to make street and sidewalk improvements, ADA improvements, public parks, sewer and stormwater system improvements, and to address any flood drainage or related emergency management issues, and other issues as appropriate.
6	**Goal Name**	Public Facility Improvements
	Goal Description	Funds may be used to support the rehabilitation of public facilities to ensure that nonprofit agencies can make the upgrades, improvements, or modernization improvements necessary to best serve the low- and moderate-income residents of the city. Funds may also be used for city buildings that require accessibility improvements to ensure they can adequately serve the city's population that have mobility challenges.
7	**Goal Name**	Planning and Administration
	Goal Description	Funds will be used to ensure the proper administration and management of the CDBG and HOME programs.

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Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The city is expecting to construct 7 new housing units through the HOME program, made available for low-income households/families.

The city is expecting to rehabilitate 30 housing units occupied by LMI households: 5 extremely low, 5 low-income, and 20 moderate-income.

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SP-50 Public Housing Accessibility and Involvement - 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Independence Housing Authority (IHA) does not have a Section 504 Voluntary Compliance Agreement. The IHA provided information related to the total number of individuals on the waitlist for public housing and housing choice vouchers seeking accessible units; however, information related to the total number of accessible units and the need for additional accessible units was not available.

Activities to Increase Resident Involvements

In order to increase resident involvement, the Independence Housing Authority holds resident meetings regarding development of the annual and 5-Year Capital Plan and Annual Action plans at all three public housing sites. Input is also solicited through advertisement and during the public hearing held by the Board of Commissioners. The IHA will continue to extensively involve the residents of their assisted housing inventory using the following approach:

- Improve the overall management of the assisted housing inventory
- Protect and preserve resident rights
- Create community and social support systems on-site
- Empower residents as a group and individually
- Enable residents to build skills based on their participation

The IHA will continue to undertake the following strategies:

- Preserve a system of checks and balances in the management of subsidized housing to protect both the housing stock and those who live in it.
- Organize and fund opportunities for residents to meet, learn and strategize with their peers.
- Increase the number and percentage of employed persons.
- Partner with local service providers to increase resident's access to educational programs, job training, healthcare, daycare, homebuyer assistance and other services.
- Organize and fund opportunities for residents to meet, learn and strategize with their peers.

Additionally, IHA applied for and awarded the Resident Opportunity and Self-Sufficiency (ROSS) grant in 2025. The purpose of the grant is to assist public housing residents in achieving economic independence and housing self-sufficiently. Through conversation with the ROSS program coordinator, IHA is moving forward on how best to focus resources to help residents, including the following:

- Recruiting program participants
- Conducting resident needs assessments
- Making referrals to services and programming
- Providing case management and coaching
- Establishing and maintaining partnerships with local service providers

- Tracking progress towards outcomes

The program is still in its infancy, but has been able to recruit residents and collect data related to resident needs.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

N/A – The Independence Housing Authority is not designated as troubled.

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SP-55 Strategic Plan Barriers to Affordable Housing - 91.215(h)

Barriers to Affordable Housing

While the City of Independence has undertaken many positive redevelopment and reinvestment efforts, certain policies continue to impose negative effects on affordable housing and residential development, particularly for multi-family housing. Some of these effects trace back further, but remain materially relevant today, especially in shaping neighborhood patterns, affordability pressures, and disinvestment. Key issues include:

Zoning, Overlay Districts, and Regulatory Barriers to Affordable Housing and Density

The regulatory framework (zoning, overlay districts, development ordinances) can inhibit creation of more affordable housing typologies such as accessory dwelling units (ADUs), small infill dwellings, and multi-unit modest housing. While the City has recently adopted tools (e.g., in the West Central Independence Overlay District) to enable infill and mixed-use development, past long-term reliance on traditional single-family zoning restricted density and limited affordable housing supply.

Single-family zoning and restrictive development standards raise barriers for lower-cost housing development or conversion which disproportionately affects lower- and moderate-income residents who rely on rental or modest-owner housing. This reduces flexibility in the housing market and constrains the supply of affordable units, contributing to affordability stress and limiting opportunities for diverse household types (singles, small families, older residents, lower-income households).

Uneven Redevelopment, Gentrification Pressures, and Private Investment Patterns

Because public incentives, infrastructure investments, and redevelopment efforts tend to concentrate on selecting commercial or historic districts (e.g., central historic districts, major corridors), neighborhoods outside of these zones may continue to suffer from disinvestment or neglect. This drives a pattern of uneven residential investment, where older neighborhoods remain under-maintained or deteriorating, reducing safe and affordable housing options.

Insufficient or Declining Public Funding for Affordable/Public Housing and Rehab Needs

As public resources become more constrained, deferred maintenance, aging affordable housing stock, and limited new affordable construction lead to deterioration of existing units, loss of affordable units, and reduced housing quality. All these disproportionately impacts low- and moderate-income neighborhoods and households.

Public Policy Gaps in Preservation of Affordable Housing During Redevelopment

While redevelopment and historic-district revitalization efforts (commercial and residential) yield private investment and increased property values, without explicit affordable housing preservation or creation requirements, these policies often reduce the relative supply of affordable homes. For example, redevelopment in historic districts or commercial corridors may favor higher-end units or market-rate housing over affordable or workforce housing.

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Past policies, including urban renewal-era demolition and clearance designations, targeted neighborhoods deemed blighted but were often communities of color or lower-income neighborhoods, resulting in displacement, loss of homeownership opportunities, and erasure of affordable housing supply. Though much of that occurred before 2000, its long-term effects persist in shaping neighborhood investment and affordability patterns throughout the city.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

With respect to public policies, the City of Independence adopted a Unified Development Ordinance (UDO) in June 2009 which combined the City's previous Zoning Ordinance and Subdivision Regulations into one document. The UDO was developed after much public input. The UDO's public policies and development standards are designed to protect and promote the public health, safety and general welfare; enhance residents' quality of life; protect the character of established residential neighborhoods; promote mixed-use, pedestrian-oriented development patterns; maintain orderly and compatible development patterns that promote an appropriate mix of land uses and protect and conserve property values; promote rehabilitation and reuse of older buildings; and maintain a range of housing choices and options. There is little appetite in the city to substantially overhaul zoning districts to create more opportunities for multi-family housing by right, without substantial oversight and zoning review.

The city focuses on providing CDBG and HOME funding to preserve, rehabilitate, and create additional units of affordable housing.

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SP-60 Homelessness Strategy - 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Outreach, engagement, and accurate assessments are critical components in engaging and stabilizing homeless individuals and families, especially those who are chronically homeless. The City of Independence is an active participant in the Greater Kansas City Coalition To End Homelessness (GKCCEH) and CDBG funds are used to provide resources to several agencies that provide services for the homeless. These include agencies that provide direct outreach services to engage the homeless population, including unsheltered and chronically homeless individuals, assess their circumstances and needs, and connect them to shelter, wraparound services and support, with the goal of transitioning them into sustainable housing.

Addressing the emergency and transitional housing needs of homeless persons

There is a profound lack of emergency shelter and transitional housing options in the City of Independence. The Coordinated Entry System is regionally based and includes Kansas City, which has a far larger presence of shelter and services available. The Consolidated Plan's strategic goals call for providing support for the homeless and CDBG funds are used to assist several agencies and local service providers. These agencies provide emergency shelter and transitional housing for a wide variety of homeless populations including families, pregnant teenage girls, victims of domestic violence and their children, and homeless children that have aged out of the foster care system. However, their capacity is limited and there is significant need for additional families as well as for individual shelter.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

The Consolidated Plan seeks to prevent and end homelessness and assist with the transition to permanent housing and independent living. CDBG funds are used to support several agencies that provide services and shelter to the homeless, including families, pregnant teenage girls, victims of domestic violence and their children, and foster care youth. There are also supports for households that are at risk of homelessness by providing rental and utility assistance.

However, the fundamental issue is the lack of deeply subsidized affordable housing options for individuals and families who earn between 0 and 50% of the area median income. Due to this, HOME funds will be used for creating new homeownership opportunities through the production of

new or rehabilitated units offered to income qualifying families. HHOME funds are also used to provide homebuyer assistance to low- and moderate-income families, including currently homeless and at-risk homeless, in partnership with the City's HOME affordable housing production program. As projects become viable, HOME Program gap financing assistance will be made available to increase the supply of quality affordable housing units, both single and multi-family; and Certificates of Consistency will be issued by the City for affordable housing development projects that propose to reduce or prevent homelessness when found to be consistent with the City's Consolidated Plan.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

CDBG funds are used to support programs aimed at preventing homelessness, including providing rental and utility assistance with appropriate case management and wraparound services. As previously states, the cost of rental housing in the city has increased dramatically, and without additional affordable housing options, there will continue to be increased risks of homelessness, especially among those at the lowest end of the income scale. The City's strategic plan goals contribute to helping homeless and at-risk homeless persons, in general, make the transition to permanent housing and independent living by providing funds for facilities and programs operated by agencies that serve these populations, and by expanding affordable housing options to these populations as opportunities become viable. CDBG funds are also used to provide assistance to projects and programs aimed at developing self-sufficiency for individuals and ensuring future success for families. Within its means, the City will provide funding and technical support to any such opportunity when found to be consistent with the Goals and Priority Needs of the Consolidated Plan.

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SP-65 Lead-based Paint Hazards - 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Independence will follow the procedures articulated below.

1. For pre-1978 properties receiving less than or equal to $5,000 per unit, members will provide families with a copy of Renovate Right or other EPA approved documents, conduct paint testing or presume the presence of lead-based paint. If paint testing indicates the painted surfaces are not coated with lead-based paint, safe work practices and clearance are not required. Implement safe work practices during rehabilitation work and repair paint that is disturbed. After completion of any rehabilitation activities disturbing painted surfaces, perform a clearance examination of the worksite(s). Clearance is not required if rehabilitation did not disturb painted surfaces of a total area more than set forth in HUD regulations.

2. For pre-1978 properties receiving more than $5,000 and up to $25,000 in Federal rehabilitation assistance, members will provide families with a copy of Renovate Right or other EPA approved document, conduct paint testing or presume the presence of lead-based paint, perform a risk assessment in the dwelling units receiving painted surfaces before rehabilitation begins, perform interim controls of all lead-based paint hazards identified, implement safe work practices during the rehabilitation work and repair any paint that is disturbed and is known or presumed to be lead-based paint and undertake ongoing maintenance activities as required if the rehabilitation assistance is HOME funded.

3. For pre-1978 properties receiving more than $25,000 per unit in Federal rehabilitation assistance, members will provide families with a copy of Renovate Right or other EPA approved document, perform a risk assessment in the dwelling units receiving Federal assistance and in associated common areas and exterior painted surfaces before rehabilitation begins, abate all lead-based paint hazards identified by the paint testing or risk assessment. Interim controls are acceptable on exterior paint surfaces that are not disturbed by rehabilitation activities and on lead-paint hazards that have an area smaller than the minimum limits specified in HUD Regulations. If abatement is required, it is necessary to abate only the surface area with hazardous conditions and implement safe work practices during rehabilitation work and repair any paint that is disturbed and is known or presumed to be lead-based paint.

In addition, Independence will continue to execute the following actions:

- Ensure compliance with applicable provisions of the Lead Safe Housing Rule in administration of the City's Affordable Housing Investment Plan.
- Distribution of Lead Hazard information to all landlords upon licensing with the City. A Landlord/Tenant Guide, which includes the HUD's lead brochure, is required to be given by landlords to all tenants upon lease.
- Training of CDBG and HOME Programs staff on the Lead Safe Housing Rule and EPA's Repair Renovate and Paint Rule to assist with administration of CDBG & HOME funded housing rehabilitation activities subject to lead hazard assessment and treatment.

How are the actions listed above related to the extent of lead poisoning and hazards?

Homes constructed prior to 1978 are assumed to contain lead-based paint. According to the 2023 American Community Survey 72.3% (36,380) of housing units in the city were built before 1980, and 10.0% (5,039) of housing units were built before 1980 and have at least one child under the age of 6. Among these pre-1980 households with children, over two-thirds are occupied by low-income families. The actions above are specifically tied to informing and reducing lead based paint hazards.

How are the actions listed above integrated into housing policies and procedures?

The City of Independence mandates full compliance and enforcement of lead based paint regulations listed in 24 CFR Part 35. Subrecipients, contractors and other partners are informed of LBP regulations and staff work with them before and after testing, inspections and abatement endeavors. Community outreach is undertaken when needed and a variety of community partners are utilized for the dissemination of information. Members provide lead poisoning prevention information to families and residents receive written information about LBP per HUD requirements. As a matter of policy, houses proposed for acquisition, repair or rehabilitation through the City's CDBG and HOME programs are assessed for lead hazards and, if hazards are discovered, are handled in accordance with the Lead Rule. Requirements for compliance with the Lead Safe Housing Rule are included as provisions in all development and subrecipient agreements where the potential to encounter lead paint hazards exists.

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SP-70 Anti-Poverty Strategy - 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

According to the 2019-2023 American Community Survey, 13.6% of the total population of Independence lives below the Federal Poverty Level, representing 18,418 people. While there are individuals and families living in poverty throughout the city, the northern and western parts of the city have the highest proportions of people living in poverty. The City's anti-poverty efforts focus on the following:

- Independence Housing Authority Resident Opportunity and Self-Sufficiency (ROSS) Grant: Assist public housing residents in achieving economic independence and housing self-sufficiently. IHA received the grant in 2025, has hired a ROSS program coordinator and is moving forward on how best to focus resources to help residents, including the following: recruiting program participants, conducting resident needs assessments, making referrals to services and programming, providing case management and coaching, establishing and maintaining partnerships with local service providers, and tracking progress towards outcomes .
- Full Employment Council: FEC is a business-led private, non-profit corporation whose mission is to obtain public and private sector employment for the unemployed and the underemployed residents of Independence. As the operator of Eastern Jackson County Workforce Development Board career center, they offer a wide range of programs and services funded through the Workforce Innovation and Opportunity Act (WIOA), including skills training, career readiness counseling, on-the-job training, paid apprenticeships, and other supportive services.
- Economic Development Incentives: Facilitate economic development projects through a variety of programs managed by the city's Economic Development Department, including Tax Increment Financing, Neighborhood Improvement District, Community Improvement District, Land Clearance, Opportunity Zones, and other incentive programs.
- Offer jobs and procure services and materials from low- income persons as well as designated MBE/WBE business enterprises in the city.

Other efforts assist with responding to the crisis of poverty and meeting people's immediate needs. These include fostering client access to the Community Assistance Programs, Head Start, Weatherization and LIHEAP programs, provision of food boxes and other basic needs, providing rent and utility assistance, case management, counseling, energy education, employment related assistance, education referrals, etc.

To the extent that the City can support the retention and/or creation of affordable homeownership and rental housing, especially for extremely low income households, it will lessen the housing cost burdens on these households and will enable those households to have resources to meet other pressing needs.

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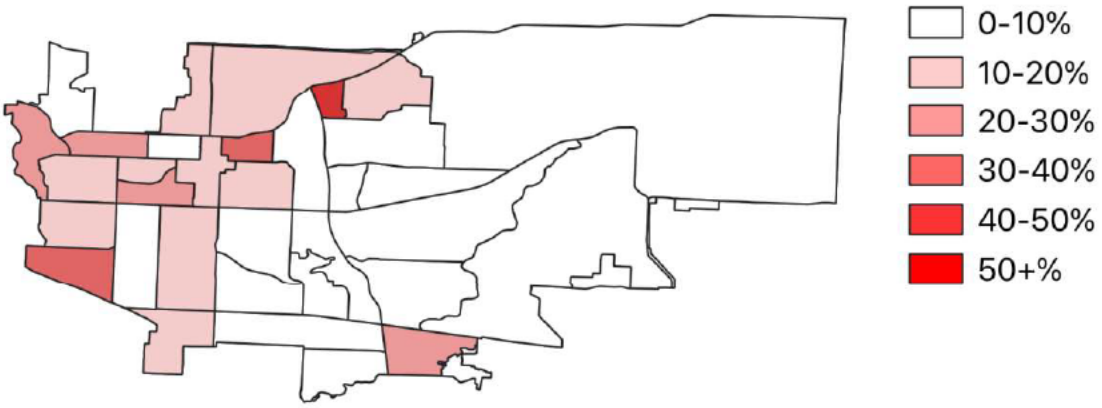
How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Independence will seek to foster the economic independence of assisted households currently being assisted in conformance with the Independence Public Housing Agency plan, the strategic investment of CDBG public services resources to respond to and reduce poverty, investment of resources to prevent homelessness and foster rapid re-housing endeavors, sustain the continuing commitment of assisted housing and preserve the current supply of affordable housing, execute targeted neighborhood revitalization and redevelopment efforts to induce employment for low- and moderate- income workers and cultivate the economic vitality of targeted neighborhoods through the strategic investment of public improvements, facilities and infrastructure, etc.

Independence's affordable housing program and community development programs are often carried out through written agreements with local non-profit housing development organizations and sub recipients who also provide supportive services to low- and moderate-income residents including those living below the poverty line. These agencies and their partners typically offer a range of services including housing counseling, family financial counseling, financial assistance, community center programs, and other supports designed to ensure beneficiaries are successful at achieving and sustaining affordable housing as well as targeted community and economic development endeavors that may assist those below the poverty line.



Independence Poverty Rate by Census Tract

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Requests for funding are reviewed for eligibility according to program regulations. The City's Grant Advisory Committee is advised of the capacity of each applicant to administer the proposed project in compliance with federal and local regulations before formulating its recommendation to Council. Subrecipient Agreements detail benchmarks and relevant regulatory requirements. Performance and compliance are considered for future funding.

City staff uses annual reviews, desk monitoring, meetings, site visits, and correspondence to track program goals. Subrecipients submit quarterly performance reports at a minimum. Direct technical assistance is provided as needed. For annual performance reviews of subrecipients, a written notice is sent to the subrecipient advising of the monitoring visit to conduct a comprehensive review of appropriate records and processes including monitoring Davis-Bacon, environmental, fair housing, and Uniform Relocation Act requirements. The Division sends a letter to a representative of the agency, within thirty days, explaining the results of the review. If the subrecipient disagrees with the results, there is a 30-day period for response to the Division.

Information from the subrecipient's drawdown requests provides the data needed for input into the Integrated Disbursement and Information System (IDIS) for preparation of the annual year-end report and is used to track the expenditure rate and the progress of activities. Performance measures monitored include the number of low-income persons becoming homeowners, the number of units rehabilitated, and the percentage of funds expended from the total budget. The Division monitors and ensures that funded single-family and multi-family housing activities comply with local code requirements. Homeowner rehabilitation activities are initially monitored and inspected by the appropriate building inspector and rehabilitation inspector during the construction phase. Multi-family projects (HOME Projects) under a long-term agreement are monitored annually for compliance with the terms and conditions of the agreement.

For multi-family projects, staff inspect housing units for compliance with housing quality standards, examine tenant files for income eligibility purposes, and review rental information to confirm that tenants are still within the eligible HOME rent categories. Multi-family projects must also submit annual reports to the Division to confirm on-going compliance with program requirements. These reports also provide valuable data such as a profile of tenants, income levels, and rents charged to tenants.

An annual outside audit is performed for the City in accordance with generally accepted accounting standards and single audit requirements. All CDBG subrecipients, HOME participants, and CHDOs are advised that participants are contractually bound prior to receiving any funds to provide a schedule of reports required by the City; monitoring visits to inspect records pertaining to

programs; disbursements are made on a reimbursement basis; and that there are long term commitments when accepting entitlement funds from the City.

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Expected Resources

AP-15 Expected Resources - 91.220(c)(1,2)

Introduction

The City of Independence receives two annual allocations from HUD. These include Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME). The strategic plan establishes the framework for the allocation of these federal resources through the Community Development Department to accomplish the goals and outcomes described in the Strategic Plan over the next five years. The Consolidated Plan articulates policies, strategies, goals and objectives which are based on an analysis of the city's housing needs, housing market, homelessness, public service, economic development, and community development needs.

While it is challenging to predict future Federal resources based on Congressional appropriations, the city anticipates receiving approximately $6 million in total funding over the 5-year period from July 1, 2026 to June 30, 2031. Funding can fluctuate based on allocation methodologies nationally and based on Congressional funding levels. The city projects receiving $800,000 in CDBG funds annually, and another $400,000 in HOME funds annually. Additionally, prior resources in the amount of $14,919.30 will be included in the 2026 program year Action Plan, which starts on 7/1/2026 and ends on 6/30/2027. It is the first Annual Action Plan related to the goals outlined in the City's 2026-2030 Consolidated Plan.

The anticipated resources for the 2026-2027 program year are preliminary estimates. Once HUD makes awards to the City, the total funding amounts will be updated in the Consolidated Plan. Changes to project funding due to an increase or decrease from the projected amount as discussed in Section AP-35.

[*** Update once HUD announces allocations.]

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Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Housing Public Improvements Public Services	800,000	0	14,919	814,919	3,200,000	The CDBG program is a flexible program that provides resources to address a wide range of community development needs including housing rehabilitation, public services, and public facility and infrastructure improvements.
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership	400,000	0	0	400,000	1,600,000	The HOME Program allows for a wide range of affordable housing activities including acquisition, development of new homeownership and rental housing, homeowner and rental rehabilitation, homebuyer activities, and tenant-based rental assistance, with the intent to provide safe, adequate and decent affordable housing to lower-income households and expand the capacity of non-profit housing providers.

Table 56 - Expected Resources – Priority Table

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Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

CDBG funding is the primary funding source for many of the goals outlined in the Consolidated Plan. HOME funding also contributes significantly to achieving affordable housing and rehabilitation goals. By combining these federal funds from HUD with other local, state, and federal resources (when available), the city is better positioned to address the many needs facing the community. These combined resources, as well as efficiencies created through strategic partnerships with other organizations, give the city an increased capacity to address the needs identified in this Consolidated Plan.

While CDBG funds do not have a regulatory match requirement, all subrecipient agencies must demonstrate leveraged funding as part of their application for funds. Proposals are evaluated, in part, by the amount of leveraged funding to support program activities. Sub-recipient nonprofit agencies awarded CDBG Public Service funds are required to document matching resources at a 5:1 ratio.

The City also leverages approximately $1 million annually in general funds and other local resources to supplement CDBG funding for code enforcement and public facilities and infrastructure improvements, directly advancing Consolidated Plan priorities.

HOME funds have mandated matching requirements as described in 24 CFR 92.218. Match contributions for HOME assisted projects are obtained through several sources:

1. Cash from Non-Federal Sources – Cash donations from project supporters and grants from state or local government funds directed toward eligible affordable housing projects.
2. Forgone Fees and Charges – Waived fees and charges for building permits, permit plan reviews, and demolition permits required for eligible projects.
3. Real Property Donations – The appraised market value of donated real property used in eligible projects.
4. Donated Services and Materials – The value of donated project design services, site.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Publicly owned land or property is typically not used to support the projects and programs described in the Consolidated Plan. Actions may be undertaken based on the input of city staff and the relevant advisory board, and subject to the ultimate review, analysis and approval of the Independence City Council.

Discussion

The resources available to the city to meet its residents' needs are always insufficient. Funding for the range of affordable housing, public services, public facilities, and infrastructure improvement projects needed to truly meet the needs of the city's low- and moderate-income population is woefully insufficient. Further, many community agencies depend on these federal funds to provide services to those in the greatest need and are seeing an increase in the demand for their services.

Without a significant increase in federal and other funding to support human needs, the city will perpetually be facing the same problems.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing Development	2026	2030	Affordable Housing	City-wide	Affordable Housing Development	HOME: $360,000.00	Homeowner Housing Added: 2 Household Housing Unit
2	Housing Rehabilitation and Energy Efficiency	2026	2030	Affordable Housing	City-wide	Housing Rehabilitation and Energy Efficiency	CDBG: $339,919.30	Homeowner Housing Rehabilitated: 6 Household Housing Unit
3	Code Enforcement and Blight Removal	2026	2030	Affordable Housing	City-wide	Code Enforcement and Blight Removal	CDBG: $195,000.00	Housing Code Enforcement/Foreclosed Property Care: 500 Household Housing Unit
4	Public Services	2026	2030	Non-Homeless Special Needs	City-wide	Public Services	CDBG: $120,000.00	Public service activities other than Low/Moderate Income Housing Benefit: 750 Persons Assisted
5	Planning and Administration	2026	2030	Planning and Administration			CDBG: $160,000.00 HOME: $40,000.00	Other: 1 Other

Table 57 – Goals Summary

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Goal Descriptions

1	**Goal Name**	Affordable Housing Development
	Goal Description	Funds will be used to assist in the creation and/or preservations of single-family or multi-family affordable housing units for rental and homeownership opportunities throughout the city through new construction, rehabilitation, acquisition, and/or demolition.
2	**Goal Name**	Housing Rehabilitation and Energy Efficiency
	Goal Description	Funds will be used to support low- and moderate-income residents with the rehabilitation and accessibility modification of their homes to ensure housing is healthy, safe, lead free, and can accommodate the city's aging population and persons with disabilities.
3	**Goal Name**	Code Enforcement and Blight Removal
	Goal Description	Funds will be used to provide resources for code enforcement activities throughout the city, identify blighted properties to be targeted for removal, and enhance the overall quality of housing in the community.
4	**Goal Name**	Public Services
	Goal Description	Funds will be used to support nonprofit agencies in the provision of public services including crime prevention and safety, programs for youth and seniors, healthcare and mental health services, basic needs and food assistance, transportation support, community nonprofit capacity building, and other services needed in the community. The funds will also be used to support specific populations such as the homeless, veterans, victims of domestic violence, and other special needs populations as needed.
5	**Goal Name**	Planning and Administration
	Goal Description	Funds will be used to ensure the proper administration and management of the CDBG and HOME programs.

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AP-35 Projects - 91.220(d)

Introduction

The following are the projects that will be undertaken in the 2026 Action Plan year utilizing CDBG and HOME funds to address the Consolidated Plan's priority needs and objectives. The city recognizes there are many priority needs identified in the Needs Assessment; however, the limited amount of funding requires the city to make incredibly difficult choices and prioritize a limited number of activities which it can accomplish during the program year.

The total amount of funding for these 2026 projects include:

- CDBG: $814,919.30
- HOME: $400,000.00

Importantly, these are projected funding amounts. Once HUD finalizes contact awards to Entitlement Communities, the following project totals will be adjusted as follows:

In the event the city's allocation of CDBG and HOME funds is less than the projected amounts, projects will be adjusted as follows:

- CDBG Admin will be apportioned to be 20% of the actual CDBG funding amount
- Public Services will be apportioned to be 15% of the actual CDBG funding amount
- Code Enforcement and Blight Removal will remain at $195,000 in CDBG funds.
- Housing Rehabilitation and Energy Efficiency will be decreased to absorb the remaining reduction in CDBG funds.
- HOME Admin will be apportioned to be 10% of the actual HOME funding amount
- Affordable Housing Development will be decreased to absorb the remaining reduction in HOME funds.

In the event the city's allocation of CDBG and HOME funds is more than the projected amounts, projects will be adjusted as follows:

- CDBG Admin will be apportioned to be 20% of the actual CDBG funding amount
- Public Services will be apportioned to be 15% of the actual CDBG funding amount
- Code Enforcement and Blight Removal will remain at $195,000 in CDBG funds.
- Housing Rehabilitation and Energy Efficiency will be increased to account for the additional CDBG funds.
- HOME Admin will be apportioned to be 10% of the actual HOME funding amount
- Affordable Housing Development will be increased to account for the increase in HOME funds.

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Projects

#	Project Name
1	PY 2026 Program Administration
2	PY 2026 Housing - Code Compliance
3	PY 2026 Public Service Programs
4	PY 2026 CDBG Minor Home Repair Program
5	PY 2026 Community Housing Development Organization (CHDO) Set-Aside
6	PY 2026 CHDO Operating Funds
7	PY 2026 Single and Multi-Family Housing Projects

Table 58 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation of funding for the projects has been determined based on overall priority needs identified in the Con Plan process. Analysis of data, consultation with stakeholders, public input, online survey results, housing demand study, and alignment with planning efforts contained in the city's Comprehensive Plan and neighborhood plans. Other considerations in determining funding allocation included the ability to leverage additional funding sources with HUD funds and the availability and readiness of upcoming activities to ensure timeliness thresholds are met.

The primary obstacle to meeting underserved needs is the availability of funding resources and the organizational capacity to effectively and efficiently deliver needs-based programs in balance with other community priorities and needs. Housing rehabilitation and new unit construction are significantly impacted by rapid increases in housing and construction costs. There has been a dramatic increase in the acquisition of single-family homes by institutional and out-of-state investors that has been increasing the ratio of share of single-family rental housing in the city. The rapid pace and financial capacity to pay above asking price has undermined the ability to access homeownership in the city.

The request for CDBG funding from community agencies continues to exceed available dollars by over 200%. The effectiveness of using the limited federal dollars that are available to meet underserved needs has been further reduced by cuts and changes in social service, housing funding and programs at the state and federal level; and the subsequent increase in the level of individual need as a result of these cuts. Furthermore, the City of Independence is realizing an increase in the level of unmet needs, housing and public service alike, as low-income families continue to move into the City from outlying areas to access the supply and variety of assistance available in Independence.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	PY 2026 Program Administration
	Target Area	City-wide
	Goals Supported	Planning and Administration
	Needs Addressed	
	Funding	CDBG: $160,000.00 HOME: $40,000.00
	Description	CDBG and HOME funds will be used for the proper administration on the CDBG and HOME programs, including monitoring, program and project eligibility, subrecipient compliance, and providing technical assistance as needed.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	This project will not directly benefit low/moderate income residents but is necessary for the effective management of the CDBG and HOME programs.
	Location Description	Citywide
	Planned Activities	Administration of all grant activities.
2	**Project Name**	PY 2026 Housing - Code Compliance
	Target Area	City-wide
	Goals Supported	Code Enforcement and Blight Removal
	Needs Addressed	Code Enforcement and Blight Removal
	Funding	CDBG: $195,000.00
	Description	Residential code complaint investigation, inspection, and enforcement in deteriorating areas; addressing blighting conditions in low to moderate income neighborhoods
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 500 housing units will be inspected, violations addressed and re-inspected for compliance with housing property maintenance codes.
	Location Description	Focus will be in Council Districts 1, 2 and 4 where the highest concentration of low-mod income census tracts exists. This is the central, northwest, northeast and southwestern areas of Independence in low to moderate income Census Tracts only.
	Planned Activities	Property Maintenance regulation compliance
3	**Project Name**	PY 2026 Public Service Programs
	Target Area	City-wide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $120,000.00

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	Description	The City will allocate approximately $120,000 in CDBG Public Service funding in the 2026 program year across nine projects that provide essential services, including housing stability support, food assistance, senior and youth services, and other critical resources, to help low-to-moderate income Independence residents meet basic needs and prevent homelessness, serving approximately 6,600 individuals. These include: Child Abuse Prevention - Healthy Families Jackson County Community Services League - Homeless Prevention Program Hope House - Domestic Violence Services Independence Meals on Wheels - Home Delivery of Hot Nutritious Meals Metro Lutheran Ministry - Emergency Supports & Housing Assistance Mother's Refuge - Maternity Home / Transitional Living Palmer Senior Center - Nutrition Site Program Salvation Army - Crossroads Family Shelter Salvation Army - Emergency Assistance Program
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 6,600 low-income individuals will be assisted by the network of non-profit public service organizations in the City of Independence. [*** verify once awards are made.]
	Location Description	Various locations throughout the city.
	Planned Activities	Public service programs will offer community-based and home-delivered meals for seniors, safe shelter and support for domestic abuse victims, rent and utility assistance, homeless prevention services, case management, emergency and transitional housing support, and initiatives focused on child abuse prevention and domestic violence intervention.
4	**Project Name**	PY 2026 CDBG Minor Home Repair Program
	Target Area	City-wide
	Goals Supported	Housing Rehabilitation and Energy Efficiency
	Needs Addressed	Housing Rehabilitation and Energy Efficiency
	Funding	CDBG: $339,919.30
	Description	The City funds a Minor Home Repair Program to assist eligible low- and moderate-income homeowners to address health, safety, and energy deficiencies. This program provides grant assistance of up to $25,000 to cover critical repairs, ensuring homes are safe, sanitary, and code compliant. The goal is to help homeowners maintain secure and healthy living conditions for low-income homeowners, preserving the community's housing stock, and allowing elderly homeowners to age in place.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated at least six (6) low- to moderate-income homeowners will benefit from the proposed activity.
	Location Description	Housing units will be identified during the program year and will be located in the city of Independence.

	Planned Activities	Minor home rehabilitation for owner-occupied housing units to address critical health and safety deficiencies ensuring homes are safe, sanitary, and code compliant.
5	**Project Name**	PY 2026 Community Housing Development Organization (CHDO) Set-Aside
	Target Area	City-wide
	Goals Supported	Affordable Housing Development
	Needs Addressed	Affordable Housing Development
	Funding	HOME: $60,000.00
	Description	Required 15% set-aside funds to be used for affordable housing development by eligible Community Development Housing Organizations (CHDO).
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that one (1) low- to moderate-income family will gain access to safe, quality, and affordable housing through this initiative. These housing opportunities aim to provide stability and improve living conditions for families in need.
	Location Description	Location has not been identified but will be in the city of Independence.
	Planned Activities	The HOME Program provides funding for the acquisition, rehabilitation, and new construction of rental housing, as well as the acquisition, rehabilitation, and new construction of homebuyer properties. Additionally, it offers direct financial assistance to purchasers of HOME-assisted housing units. Projects receiving HOME Program funding are selected through a competitive RFP process. This funding supports the development of affordable housing opportunities for low-to-moderate income households across the City while also strengthening the capacity of local Community Housing Development Organizations (CHDOs).
6	**Project Name**	PY 2026 CHDO Operating Funds
	Target Area	City-wide
	Goals Supported	Affordable Housing Development
	Needs Addressed	Affordable Housing Development
	Funding	HOME: $20,000.00
	Description	HOME funds will be used for CHDO Operating Assistance to support capacity building for affordable housing above and beyond the 15% HOME set-aside for CHDO specific projects.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	Funds will be used to support CHDO operations; however, production outcomes will be tracked through other projects.
	Location Description	Citywide

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	Planned Activities	Support will be provided to new or expanding Community Housing Development Organizations (CHDOs) to assist with ongoing operations and help establish and maintain the required staffing and capacity to ensure CHDOs can effectively develop and manage affordable housing initiatives.
7	**Project Name**	PY 2026 Single and Multi-Family Housing Projects
	Target Area	City-wide
	Goals Supported	Affordable Housing Development
	Needs Addressed	Affordable Housing Development
	Funding	HOME: $280,000.00
	Description	The HOME Program provides funding for acquisition, rehabilitation, and new construction of single-family or multi-family homebuyer properties.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that one (1) low- to moderate-income family will gain access to safe, quality, and affordable housing through this initiative. These housing opportunities aim to provide stability and improve living conditions for families in need.
	Location Description	Property location has not been identified, but will be located in the city of Independence.
	Planned Activities	Acquisition, demolition, clearance, substantial rehabilitation and/or new construction of owner-occupied housing units for low- to moderate-income families.

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AP-50 Geographic Distribution - 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Independence will allocate its CDBG and HOME investments citywide due to the city's LMI households being dispersed throughout the city.

Geographic Distribution

Target Area	Percentage of Funds
City-wide	100

Table 59 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The city is committed to community development investments throughout the city as required, subject to funding limitations and CDBG program requirements. Public service activities are eligible to all low- and moderate-income residents served through partnerships with non-profit organizations. Housing related activities are expended throughout the City, based on the qualifications of low- and moderate-income applicants. Similarly, funds to support the development of affordable housing will serve low- and moderate-income persons throughout the City, based on real estate opportunities and partnership agreements with non-profit housing developers. Finally, any public facility and infrastructure improvements will be based on evaluation of LMI area benefits.

Discussion

N/A

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Affordable Housing

AP-55 Affordable Housing - 91.220(g)

Introduction

This section discusses the City's 2026 one-year goals regarding the number and types of households that will be supported through Affordable Housing activities. The City of Independence makes housing affordable for its residents through a variety of methods, using CDBG and HOME funds. The city will use HOME funding for the production of new housing units and will use CDBG funds for a homeowner rehabilitation program for income qualified households.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	6
Special-Needs	2
Total	8

Table 60 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	2
Rehab of Existing Units	6
Acquisition of Existing Units	0
Total	8

Table 61 - One Year Goals for Affordable Housing by Support Type

Discussion

The need for affordable housing is significant and growing. Housing market trends in the city and region are impacting housing cost burden for a growing number of low- and moderate-income households. This is further exacerbated by the acquisition and conversion of single-family homes into rental properties by large out-of-state real estate investors. The city will continue with efforts to make housing affordable for as many families as possible, but resources are extremely limited.

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AP-60 Public Housing - 91.220(h)

Introduction

During the FY 2026-27 program year, the City will continue its efforts to partner with the Independence Housing Authority (IHA) to assist in implementing the activities included in the Consolidated Plan and Annual Action Plan, as well as the IHA's Annual Plan and Capital Fund Plan. The IHA is responsible for managing public housing operations and administering funds in compliance with state laws and federal regulations established by the U.S. Department of Housing and Urban Development (HUD). The IHA will utilize operating and capital funds allocated by HUD, as well as Housing Choice Voucher (HCV) Section 8 funding, to achieve its strategic goals.

The IHA remains committed to executing its Five-Year Action Plan, which focuses on addressing the needs of low-income, very low-income, and extremely low-income families. Key objectives include:

- Preserving and increasing the availability of decent, safe, and affordable housing.
- Enhancing community quality of life and economic vitality.
- Promoting self-sufficiency and asset development for families and individuals.
- Ensuring equal housing opportunities in accordance with federal anti-discrimination laws.
- Improving living conditions while maintaining rent affordability. by rehabilitation of all units in the IHA properties.
- Operating a socially and financially sound public housing program that upholds safety and sanitation standards.
- Ensuring compliance with all applicable federal laws and regulations, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973.

To further these goals, IHA will implement the following strategies throughout the fiscal year:

- Maintaining a system of checks and balances to safeguard subsidized housing and protect residents.
- Organizing and funding resident engagement opportunities to encourage community participation and peer collaboration.
- Expanding employment opportunities for residents to improve financial stability.
- Strengthening partnerships with local service providers to enhance residents' access to education, job training, healthcare, childcare, and homeownership assistance.

Through these actions, the IHA will continue to support the community's most vulnerable populations while fostering an environment of economic empowerment and long-term housing stability.

Actions planned during the next year to address the needs to public housing

In the upcoming fiscal year, IHA will implement a variety of strategies to address the shortage of affordable housing. IHA's strategies emanate from the Agency's 5-Year Plan goals and objectives

and are aligned with HUD's strategic framework. IHA's Plan is also consistent with the City of Independence's Consolidated Plan and the State of Missouri Consolidated Plan.

Core strategies include: maximizing affordable housing opportunities through continuous program improvements and management efficiencies; leveraging additional resources to replace public housing units and implement mixed-finance, mixed-income redevelopment; and generating new housing opportunities by applying for additional vouchers should they become available – including special purpose vouchers for targeted groups such as the elderly, disabled, veterans, homeless and foster youth.

Specific rehabilitation improvements include: addressing critical plumbing and sewer issues; repairing or replacing major mechanical systems (boilers, chillers); improving lighting and site safety; modernizing interior units and common areas; supporting relocation and emergency work; and advancing the RAD conversion project

IHA plans to revise its preferences to include a local preference for applicants who live, work or attend educational or job training in Jackson County. Current preferences for Elderly or Disabled, Homeless, Veteran and Displaced by Natural Disaster will not be removed.

IHA applied for and awarded the Resident Opportunity and Self-Sufficiency (ROSS) grant in 2025. The purpose of the grant is to assist public housing residents in achieving economic independence and housing self-sufficiently. Through conversation with the ROSS program coordinator, IHA is moving forward on how best to focus resources to help residents, including the following:

- Recruiting program participants
- Conducting resident needs assessments
- Making referrals to services and programming
- Providing case management and coaching
- Establishing and maintaining partnerships with local service providers
- Tracking progress towards outcomes

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Community Services League (CSL), a HUD-Certified Housing Counseling Agency and a key partner of the City of Independence, offers various programs designed to assist low- to moderate-income families with the potential for homeownership. Through these services, CSL provides valuable educational resources to help families navigate the path to becoming new homeowners. The agency's educational services include:

- Pre-purchase counseling
- Financial management and budget counseling
- Homebuyer education workshops
- Fair housing pre-purchase workshops

These programs are available to all low- to moderate-income families and individuals, including those residing in public housing.

In addition to CSL's efforts, the Independence Housing Authority (IHA) continues to administer the HUD Job Plus program for local public housing residents. This program offers a variety of support services, including onsite job search assistance, resume workshops, multi-community agency collaboration, and access to local banking services. IHA also provides financial education opportunities, such as budgeting classes and first-time homebuyer workshops.

To further engage residents, IHA hosts several events designed to encourage greater involvement in the management of their housing facilities, fostering a sense of community and empowerment among residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable – IHA is not designated as troubled.

Discussion

The City and IHA will continue to work together as opportunities arise through the consolidated planning and citizen participation process to identify unmet needs and priority objectives; and to leverage resources to the benefit of the city's very low-income community.

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AP-65 Homeless and Other Special Needs Activities - 91.220(i)

Introduction

This section describes the City's one-year goals and the specific action steps it will take during the 2026 program year to address the homeless and supportive housing needs of non-homeless populations contained within its Strategic Plan of the 2026-2030 Consolidated Plan.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Greater Kansas City Coalition to End Homelessness (GKCCEG) is a regional organization dedicated to eliminating homelessness in the Greater Kansas City Area. GKCCEH is a HUD Continuum of Care Lead Agency for Jackson County, MO. The City of Independence is an active participant in GKCCEH, allowing for better coordination of programs and services to combat homelessness and provide wraparound services to the homeless population in the area.

The City of Independence will continue to participate in the National Point in Time Homeless Count in January and July, where volunteers visit libraries, encampments, the Bus Transit and other locations in order to locate homeless individuals and families. Through these efforts individuals and families are interviewed, data is collected, and referrals are made. The city also provides funding for several agencies that work with homeless individuals and families, providing outreach, homeless prevention, assessments, and case management.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City will provide operational funds with CDBG Public Service grants to eligible providers to support emergency and transitional housing programs within the City of Independence. Proposals will be evaluated and scored by the CDBG Grant Advisory Committee and awarded a total of 15% of CDBG funding.

The City shall continue to participate in the Jackson County Continuum of Care, providing staff liaison in monthly meetings. This participation provides notice of available funding for which the City may be eligible, input opportunity for regional policy and program development.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

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The City will continue to support the following programs with the public services resources:

- Hope House, Meals on Wheels, Child Abuse Prevention Association, Mother's Refuge, and the Salvation Army Crossroads Family Shelter each assist a unique target group of homeless or at-risk persons.
- Community Services League, Metro Lutheran Ministries and Salvation Army each provide homeless prevention services with case management, rent or utility assistance, food assistance, and job training or referrals.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

In addition to the public service and homeless prevention activities discussed above, the City also provides gap funding for affordable housing development with its HOME allocation to eligible Community Development Housing Organizations to develop decent, affordable single family housing units for homeownership opportunities targeted to families below 80% of area median income for the Kansas City metro. Funds are also used to support rehabilitation of owner-occupied housing to ensure they meet health and safety standards, energy efficiency upgrades, and modifications for those with disabilities to ensure continued occupancy. The City will continue to support Truman Heritage Habitat for Humanity for the construction of single-family homes to provide homeownership opportunities for families up to 50% AMI.

Discussion

The City of Independence will continue to partner with the GKCCEG and support the activities of the regional Continuum of Care. Using this coordinated approach, the City can better prioritize and provide resources to local agencies working directly with homeless individuals and families, households at risk of homelessness, and other special needs populations.

Monetary assistance will be provided through the CDBG and HOME Programs. Social service agencies and non-profit housing providers within the City's jurisdiction continue providing assistance to the homeless and those at-risk of homelessness in an effort to address unmet housing needs within the City. These services will be provided to a range of recipients which includes, but is not limited to, the elderly, the disabled (physically or mentally), single heads of households, adult children that have aged out of foster care, and others who are economically disadvantaged.

The City will continue to encourage agencies to embark on affordable housing programs by offering technical support and, when appropriate, certificates of consistency with the City's Consolidated

Plan. The City will continue to collaborate with the area non-profit agencies to provide shelter and services to the homeless and those at risk of homelessness:

- Homelessness prevention
- Family emergency shelter
- Shelter for battered women and their children
- Transitional Housing
- Homeless Prevention
- Homeless Assistance
- Truman Heritage Habitat for Humanity
- Transitional Housing for pregnant teenagers
- Independence School District—Family Services Program

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AP-75 Action Plan Barriers to Affordable Housing - 91.220(j)

Introduction

The City of Independence is committed to identifying and addressing regulatory barriers that may hinder the development of affordable housing. By proactively evaluating challenges and implementing strategic solutions, the City aims to increase the supply of affordable housing opportunities and improve access for residents in need.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Independence remains dedicated to expanding affordable housing opportunities and reducing regulatory barriers. Through targeted programs and policy updates, the City continues to foster sustainable, inclusive neighborhoods.

Building Permit Fee Waiver Program & Infill Housing, in 2022, the City launched the Building Permit Fee Waiver Program to encourage infill housing and significant rehabilitation projects in low- to moderate- income neighborhoods. Building on this initiative, the City will:

- Implement additional incentives and fee waivers where applicable.
- Expand in-fill housing programs.
- Collaborate with neighboring communities to address regional housing barriers.
- Enforce building codes and update zoning codes as needed.

Regulatory Updates & Zoning Reforms, in 2023, the City revised the Unified Development Ordinance (UDO) to update regulations for homeless shelters and transitional housing. Developed in consultation with shelter operators, these amendments streamline and modernize permitting processes.

In 2024, the City continued its City-Initiated Rezonings initiative, identifying and correcting mis-zoned properties in low- to moderate-income neighborhoods. By aligning zoning with actual residential use, this effort helps stabilize communities and protect existing housing.

Ongoing Efforts to Support Affordable Housing, the City is committed to comprehensive strategies that expand affordable housing access, including:

- Amending the Unified Development Ordinance (UDO) to reflect recommendations from the Analysis of Impediments to Fair Housing report.
- Implementing the Independence Comprehensive Plan and City-Wide Housing Study to guide long-term housing strategies.
- Supporting affordable housing development through CDBG and HOME programs, including the creation and preservation of affordable housing units.

- Partnering with tenant advocacy groups to resolve disputes and enhance tenant protections.
- Issuing Certificates of Consistency for Low-Income Housing Tax Credit (LIHTC) applications and other incentives that align with the City's Consolidated Plan and contribute to affordable housing production.
- Expanding residential rehabilitation and property tax abatement programs to promote quality housing choices in established neighborhoods.
- Funding and operating the Independence city-wide public transportation system, ensuring accessibility and connectivity to the larger Kansas City metro system, supporting a diverse range of affordable housing options.

Through these efforts, the City remains committed to fostering an inclusive housing market, ensuring affordability, and improving the overall quality of life for its residents.

Discussion

The City will remain proactive in identifying and addressing barriers to affordable housing, ensuring that vulnerable communities receive the support they need during their most critical times.

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AP-85 Other Actions - 91.220(k)

Introduction

This section outlines the actions the City will undertake during the 2026-2027 Annual Action Plan year to enhance housing and community development efforts. These actions will focus on:

- Addressing underserved needs by supporting programs and initiatives that assist vulnerable populations.
- Fostering and preserving affordable housing through rehabilitation programs, new construction, and homebuyer assistance.
- Reducing lead-based paint hazards to ensure safe and healthy living conditions.
- Reducing the number of poverty-level families by investing in economic development, job training, and supportive services.

Through these efforts, the City aims to promote sustainable growth, enhance quality of life, and ensure equitable access to resources for all residents.

Actions planned to address obstacles to meeting underserved needs

The City of Independence recognizes the significant challenges in addressing the housing needs of underserved residents. Key obstacles include:

- Lack of Livable Wages – Many residents struggle to afford housing due to stagnant wages that do not keep pace with the rising cost of living.
- Rising Housing Costs – The cost of housing has surged, making affordable housing increasingly scarce.
- Housing Market Constraints – A limited housing supply has driven up prices, making it difficult for residents to afford rent, purchase a home, or maintain existing housing.

Strategic Actions to Overcome Barriers

To address these challenges, the City will:

- Apply for and support partner agency applications for grants and funding opportunities from private, state, and federal sources to advance housing and community development initiatives.
- Continue partnerships with local Community Housing Development Organizations (CHDOs) to rehabilitate existing housing stock and develop new affordable housing for income-eligible buyers.
- Publicize and expand the Building Permit Fee Waiver Program to encourage housing development in low- to moderate-income neighborhoods.
- Explore new CDBG-funded homeownership programs in collaboration with local nonprofit agencies to increase homeownership opportunities.
- Continue City-initiated rezonings to correct zoning inconsistencies in low- to moderate-income neighborhoods, fostering neighborhood stability.

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- Amend the Unified Development Ordinance (UDO) to eliminate barriers to affordable housing development.
- Administer residential redevelopment tax abatement programs in areas of greatest need to stimulate investment in multi-family and single-family housing, including both rental and owner-occupied units.
- Enforce the Rental Ready Program, ensuring landlords complete city-approved inspections for basic health and safety compliance when renewing business licenses.
- Maintain enforcement of the Vacant Structure Registration Program to accelerate rehabilitation and re-occupation of vacant properties, reducing neighborhood blight.
- Administer Chapter 353 tax abatement programs to encourage private investment in housing and community development projects.
- Foster collaborative partnerships between City departments, local service providers, and nonprofit housing development agencies to maximize CDBG and HOME program investments while avoiding duplication of efforts.

Through these actions, the City is committed to increasing affordable housing opportunities, stabilizing neighborhoods, and supporting underserved residents in securing safe and sustainable housing.

Actions planned to foster and maintain affordable housing

To sustain and promote affordable housing, the City will continue collaborating with local CHDOs to rehabilitate existing housing and construct new affordable homes for income-eligible buyers. Additionally, the City will:

- Continue promoting the Building Permit Fee Waiver Program to incentivize development in low- and moderate-income neighborhoods.
- Advance City-initiated rezonings to ensure that the zoning in these neighborhoods aligns with current housing needs.
- Amend the Unified Development Ordinance (UDO) to eliminate barriers to affordable housing development.
- Administer residential redevelopment tax abatement incentive programs in areas with the greatest need, encouraging reinvestment in both multi-family and single-family homes, including rental and owner-occupied units.
- Maintain the Rental Ready Program, requiring landlords to hire city-approved inspectors for basic health and safety assessments when renewing their business licenses.
- Enforce the Vacant Structure Registration Program to expedite the rehabilitation and re-occupation of vacant properties.

Through these initiatives, the City aims to continue supporting the availability of affordable housing and the long-term stability of neighborhoods.

Actions planned to reduce lead-based paint hazards

The City of Independence will continue to comply with all lead-based paint (LBP) requirements imposed by HUD and will continue to direct resources to eliminate lead paint in its housing. The city will approach all pre-1978 units with a presumption of lead paint hazards and contract with Environmental Protection Agency (EPA) certified lead paint firms for assessment and abatement activities as needed. The city will follow the procedures articulated in section SP-65 (LBP Hazards) and the endeavors noted below.

1. All housing programs (rental and owner occupied) funded by the City, including emergency home repair programs, require that the funded housing stock be evaluated for the presence of lead paint hazards and that appropriate action is taken as required by the federal Lead-based Paint Regulation.

2. The City has developed a proactive plan with regards to the Independence HOME Program and lead-based paint hazards. This includes a pre-inspection letter to the seller and/or seller's agent advising them of the LBP regulations and that the HQS inspection to follow will be looking specifically for deteriorated paint surfaces. They are also advised that if deteriorated paint surfaces are discovered the owner will be required to correct the deficiencies using lead safe work practices and/or be required to provide testing indicating that the surface is free of LBP. In any case the City will provide occupants and prospective occupants/purchasers of income qualified housing units of potential lead paint hazards and appropriate methods for lead hazard reduction.

3. All housing projects/programs and contracts administered by the City and contracts/projects with sub recipients funded through CDBG or HOME will be in compliance with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X of the Housing and Community Development Act of 1992, and with regulations as they appear within Title 24 part 35. The City will continue to monitor and evaluate the lead-based paint requirements for housing rehabilitation and the activities necessary to reduce LBP hazards and, as new requirements are identified, the city will continue to integrate these into our housing policies and programs.

4. The City will continue to provide general information to landlords, residents, and businesses regarding the hazards of lead-based paint. Efforts to this end include: information in the Landlord-Tenant Guide, posting the EPA's "Protect Your Family From Lead in Your Home" brochure; dissemination of educational materials through public service agencies and community partners.

In addition, Independence will continue to execute the following actions:

- Ensure compliance with applicable provisions of the Lead Safe Housing Rule in administration of the City's Affordable Housing Investment Plan.
- Distribution of Lead Hazard information to all landlords upon licensing with the City. A Landlord/Tenant Guide, which includes the HUD's lead brochure, is required to be given by landlords to all tenants upon lease.

- Training of CDBG and HOME Programs staff on the Lead Safe Housing Rule and EPA's Repair Renovate and Paint Rule to assist with administration of CDBG & HOME funded housing rehabilitation activities subject to lead hazard assessment and treatment.
- The City offers tax abatement in exchange for rehabilitation, including lead abatement, of residential properties located in target redevelopment areas of the City. These neighborhoods have been targeted for reinvestment in part due to their aging and deteriorated housing stock and growing low-income rental population.

Actions planned to reduce the number of poverty-level families

The City of Independence is committed to promoting economic independence for assisted households in alignment with the Independence Public Housing Agency Plan. Through the strategic investment of CDBG public service resources, the City aims to:

- Reduce poverty by supporting programs that promote economic self-sufficiency.
- Invest in homelessness prevention and rapid re-housing initiatives.
- Sustain commitments to assisted housing and preserve the existing affordable housing supply.
- Support targeted neighborhood revitalization and redevelopment efforts to create employment opportunities for low- and moderate-income workers.
- Strengthen the economic vitality of key neighborhoods through strategic public investments in infrastructure, facilities, and community improvements.

The City will continue prioritizing CDBG and HOME funds to serve the most vulnerable populations, including seniors, individuals with disabilities, survivors of domestic violence victims, and very low-income households, through the following initiatives:

- CDBG Public Services: Funding will be awarded to programs that provide wraparound services and case management, helping clients increase income, achieve financial stability, and secure permanent housing.
- CDBG Affordable Housing: Rehabilitation of homes for low-income homeowners to improve health and safety while preventing displacement. Partnership with local nonprofits to preserve existing multifamily housing as affordable, ensuring long-term safety and stability for residents.

Partnerships for Sustainable Housing and Community Development

The City's affordable housing and community development programs are implemented through written agreements with local non-profit housing organizations and subrecipients. These agencies play a crucial role in delivering supportive services to low- and moderate-income residents, including those below the poverty line.

Partner organizations provide a comprehensive range of services, including:

- Housing counseling and financial education to prepare residents for sustainable homeownership.

- Emergency financial assistance to prevent evictions and utility shutoffs.
- Community center programs that support workforce development and financial stability.
- Economic development initiatives designed to create job opportunities and enhance community resilience.

Through these strategic investments, partnerships, and targeted initiatives, the City will continue working to expand affordable housing, prevent homelessness, and promote long-term economic stability for its most vulnerable residents.

Actions planned to develop institutional structure

To enhance the City's ability to address housing and community development needs, the following actions will be implemented:

- Support Neighborhood and Community Organizations: Provide technical assistance and resources to grassroots organizations serving low- and moderate-income areas, helping them effectively address community needs.
- Enhance Nonprofit and Service Provider Capacity: Offer technical support to new and existing service providers and nonprofit housing agencies that collaborate with the City in implementing CDBG and HOME program objectives.
- Invest in Professional Development: Pursue ongoing training opportunities for CDBG, HOME, and community development staff to ensure the efficient and effective administration of program resources.
- Develop New City Programs and Incentives: Encourage the creation of innovative City-led initiatives that address unmet community needs and strengthen local housing and economic development efforts.

Through these actions, the City aims to foster a responsive, well-coordinated institutional structure that effectively supports housing affordability, neighborhood revitalization, and community well-being.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Independence, along with other Kansas City-area jurisdictions, benefits from a well-established network of regional public and assisted housing providers, health agencies, and social service organizations. These partnerships ensure a coordinated approach to delivering essential services and housing programs to residents in need.

To further strengthen these efforts, the City will:

- Expand Regional Partnerships: Continue collaborating with housing providers, service agencies, and local jurisdictions to enhance neighborhood development and long-term community sustainability.
- Provide Technical Assistance: Offer guidance and resources to community organizations and agencies engaged in housing and neighborhood revitalization efforts.

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- Increase Affordable Homeownership Opportunities: Support housing rehabilitation and new construction initiatives aimed at expanding homeownership for income-eligible buyers.

By fostering strong partnerships and investing in housing programs, the City aims to enhance neighborhood stability, improve access to affordable housing, and ensure long-term community resilience

Discussion

On an ongoing basis, the City of Independence will continue implementing the initiatives outlined herein throughout the 2026-2027 Action Plan period. These efforts are designed to address critical housing and community development needs, ensuring that limited resources are effectively allocated to support the most vulnerable populations, enhance neighborhood stability, and promote economic opportunity.

All of these initiatives align with and reinforce the goals and policies established in the City's 2026-2030 Consolidated Plan, demonstrating the City's continued commitment to sustainable community development, affordable housing, and homelessness prevention.

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Program Specific Requirements

AP-90 Program Specific Requirements - 91.220(l)(1,2,4)

Introduction

The City of Independence uses CDBG and HOME funds to support a variety of housing and community development needs and services. This section shows information on program specific requirements for the CDBG and HOME programs.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	$0
3. The amount of surplus funds from urban renewal settlements	$0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	$0
5. The amount of income from float-funded activities	$0
Total Program Income	$0

Other CDBG Requirements	
1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

HOME funds will only be used for items described in Title 24 Part 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

If the HOME-assisted housing is transferred, whether voluntarily or involuntarily, during the affordability period, such sale or disposition of the property during the affordability period triggers repayment of the direct HOME subsidy the buyer received when first purchasing the property. Recapture is triggered even if the sale or transfer is to another income eligible household.

If the original homeowner sells their HOME-assisted housing during the affordability period, the amount of HOME assistance recaptured by the city will be based on a pro rata basis, calculated by the length of time the housing was occupied versus the length of the affordability period.

The reduction in the amount due will occur annually on the anniversary of the closing of the loan. The annual reduction will be calculated by dividing one by the number of years in the affordability period and reducing the award amount by that amount every year for the term of the loan.

If the City only provides HOME assistance to develop the unit and HOME funds are not used to lower the purchase price from fair market value to an affordable price, a resale provision will be used. The resale provisions will be consistent with the HOME requirements established at 92.254(a)(5)(i). The resale provision will be enforced through the use of a deed restriction that runs with the land.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

The following will serve as the guidelines that will be used for resale or recapture of HOME funds when used to acquire units for affordable housing as required by 24 CFR 92.254(a)(4).

For any units acquired with HOME funds, the recapture guidelines will be the same as above.

The long term affordability of units acquired with HOME funds under a redevelopment agreement with the City, whether for rental or development of homebuyer opportunities, will be immediately secured through a deed restriction, covenant running with the land, or other HUD-approved mechanism filed with Jackson County Recorder of Deeds in order to insure a minimum Affordability Period required by the HOME Program. The minimum Affordability Period for acquired properties is determined by the level of HOME assistance provided per unit as follows:

- 5 years when the per unit HOME investment is under $15,000
- 10 years when the per unit HOME investment is $15,000-40,000
- 15 years when the per unit HOME investment exceeds $40,000
- 20 years for new construction of rental housing

Recapture requirements shall be enforced by an executed agreement between the City and homebuyer. The requirements within shall be triggered upon sale or transfer of the HOME-assisted property, or determination that the HOME-assisted property is out of compliance with requirements for long-term affordability.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

HOME funds will not be used to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

N/A

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

N/A

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

N/A

Discussion

The City utilizes a competitive Request for Proposal (RFP) process in soliciting HOME Program Affordable Housing Rehabilitation/Development Projects. To facilitate this process, the City is requesting proposals that align with our housing development objectives delineated by the City's Consolidated Five-Year Action Plan, the City's Comprehensive Plan, City's Strategic Plan, input received from community meetings, and the City's Housing Study. Housing objectives include housing preservation that will arrest the deterioration of existing housing stock and newly developed affordable for-sale housing units. Applicants that wish to submit a proposal must comply with the HOME Investment Partnerships Program regulations found at, the 24 Code of Federal Regulations, Part92. For profit, non-profit organizations, and Community Housing Development Organizations (CHDO) are encouraged to submit a proposal.

First, the City holds a Citizen Planning and Participation Public Meeting that allows for comments regarding the use of HOME funds. After this Public Meeting, City staff develops the HOME Program Affordable Housing Rehabilitation/Development Projects RFP. The City publishes a Public Notice

of Availability of Home Investment Partnerships Program Funds for the development of affordable housing units at or below 80% of the area median income.

Next, the City publishes the HOME RFP application package. This outlines the Scope of Services (includes available funding for specific activities, HOME Program mandates, application guidelines, and target development areas), includes the detailed application, outlines the Evaluation Criteria, outlines the detailed submission requirements, the Evaluation Process and Contract Award. As part of the RFP process, holds a pre-proposal HOME Funding Terms and Conditions Q&A Workshop for interested parties. After the RFP has closed, an evaluation team will review and rank all proposals individually according to the criteria established in this RFP. The team may contact proposers if any clarification is needed on the proposal.

DRAFT

Appendix - Alternate/Local Data Sources

1	**Data Source Name** 2019-2023 American Community Survey
	List the name of the organization or individual who originated the data set. US Census Dept
	Provide a brief summary of the data set.
	What was the purpose for developing this data set?
	Provide the year (and optionally month, or month and day) for when the data was collected.
	Briefly describe the methodology for the data collection.
	Describe the total population from which the sample was taken.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.
2	**Data Source Name** 2017-2021 CHAS
	List the name of the organization or individual who originated the data set.
	Provide a brief summary of the data set.
	What was the purpose for developing this data set?
	Provide the year (and optionally month, or month and day) for when the data was collected.
	Briefly describe the methodology for the data collection.
	Describe the total population from which the sample was taken.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.

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3	**Data Source Name** 2024 HIC Raw Data
	List the name of the organization or individual who originated the data set.
	Provide a brief summary of the data set.
	What was the purpose for developing this data set?
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?
	What time period (provide the year, and optionally month, or month and day) is covered by this data set?
	What is the status of the data set (complete, in progress, or planned)?
4	**Data Source Name** 2022 Longitudinal Employer Household Dynamics
	List the name of the organization or individual who originated the data set. US Census Dept
	Provide a brief summary of the data set.
	What was the purpose for developing this data set?
	Provide the year (and optionally month, or month and day) for when the data was collected.
	Briefly describe the methodology for the data collection.
	Describe the total population from which the sample was taken.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.
5	**Data Source Name** 2023 HUD HOME Rent Limits
	List the name of the organization or individual who originated the data set.
	Provide a brief summary of the data set.

DRAFT

	What was the purpose for developing this data set?
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?
	What time period (provide the year, and optionally month, or month and day) is covered by this data set?
	What is the status of the data set (complete, in progress, or planned)?
6	**Data Source Name** Vacant Structure Reports
	List the name of the organization or individual who originated the data set. City of Independence
	Provide a brief summary of the data set. A monthly list of vacant commercial and residential properties is the city.
	What was the purpose for developing this data set?
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?
	What time period (provide the year, and optionally month, or month and day) is covered by this data set?
	What is the status of the data set (complete, in progress, or planned)?
7	**Data Source Name** 2024 Point in Time Report
	List the name of the organization or individual who originated the data set. Greater Kansas City Coalition to End Homelessness (CoC MO-604)
	Provide a brief summary of the data set.
	What was the purpose for developing this data set?
	Provide the year (and optionally month, or month and day) for when the data was collected.
	Briefly describe the methodology for the data collection.
	Describe the total population from which the sample was taken.

DRAFT

	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed.
8	**Data Source Name** HMIS Data
	List the name of the organization or individual who originated the data set. MO-604 CoC
	Provide a brief summary of the data set.
	What was the purpose for developing this data set?
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?
	What time period (provide the year, and optionally month, or month and day) is covered by this data set?
	What is the status of the data set (complete, in progress, or planned)?
9	**Data Source Name** Independence Housing Authority
	List the name of the organization or individual who originated the data set. Independence Housing Authority
	Provide a brief summary of the data set. Voucher data from Independence Housing Authority
	What was the purpose for developing this data set?
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? Comprehensive data for the entire portfolio of public housing and housing choice vouchers administered by the Independence Housing Authority.
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? Data as of December 2025
	What is the status of the data set (complete, in progress, or planned)? Complete

CITIZEN PARTICIPATION

Column

INTERIM AD DRAFT

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

Notice ID: 1DYxRTP41D9GsQ26Ys3W **| Proof Updated: Oct. 28, 2025 at 08:35am CDT**
Notice Name: PY 2026-30 Con Plan General Public Meetings

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

FILER	FILING FOR
Jodi Baker	Examiner
jbaker@indepmo.org	
(816) 325-7109	

Columns Wide:	2	**Ad Class:**	Legals
Total Column Inches:	14.52		
Number of Lines:	58		

11/01/2025: Other	204.62
Subtotal	$204.62
Tax	$0.00
Processing Fee	$0.00
Total	**$204.62**

See Proof on Next Page

Public Notice
Community Development Block Grant (CDBG) / HOME Investment Partnerships Program (HOME)
Consolidated Plan General Planning and Participation Public Meetings

The City of Independence will conduct three public meetings, offered both in person and virtually, to gather citizen input for the PY 2026–2030 Consolidated Plan and for general planning and participation related to upcoming program years. The Consolidated Plan will outline the City's housing and community development needs and funding priorities for the expenditure of CDBG and HOME funds for the five-year period from July 1, 2026 to June 30, 2031.

The purpose of these public hearings is to give community members the opportunity to comment on the housing and community development needs of the City's low- to moderate-income residents and on the types of activities that should be undertaken to meet these needs.

Monday, November 17, 2025, at 4:00 p.m.
City Hall, 111 E. Maple Avenue, Conference Room D (Ground floor)

Wednesday, November 19, 2025, at 6:00 p.m.
Mid-Continent Public Library – North Independence Branch, 317 West US Hwy 24

Thursday, November 20, 2025, at 5:30 p.m.
Mid-Continent Public Library – Midwest Genealogy Center, 3440 S. Lee's Summit Road

All three meetings will include a virtual option through Microsoft Teams:
Join via computer, tablet, or smartphone:
https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1
Meeting ID: 226 368 881 314 9 Passcode: D2yJ6BU3
Join by telephone: (872) 222-5977 Passcode: 926441532#

The City has also created an online survey and is asking for the community's input about priorities for housing, homelessness, and community development needs. The survey can be accessed at: www.bit.ly/IndependenceHousingSurveyDraft plans will be made available on the city's website at: indep.us/cdbgplans

If you are unable to attend, comments can be submitted by calling Chris Ballinger at
816-325-7398 or Jodi Baker at 816-325-7426. Written comments can be sent by email to: cdbg@indepmo.org.

If accommodations will be required due to a disability, limited English proficiency, or other special need, contact Chris Ballinger at 816-325-7398 or Jodi Baker at 816-325-7426 or by email at cdbg@indepmo.org. *Si necesita asistencia por no hablar inglés o por cualquier otra razón especial, comuníquese con Chris Ballinger al 816-325-7398 o Jodi Baker al 816-325-7426 o al correo electrónico cdbg@indepmo.org.*

Published in the Examiner, Nov 1, 2025

######

City of Independence
Housing and Community Needs Conversation
2026-2030 Five-Year Consolidated Plan

The City of Independence is updating its 5-Year Consolidated Plan, a roadmap for how it will invest in housing, homelessness services, economic development, public infrastructure, and community programs between July 1, 2026 and June 30, 2031. This critical plan determines how the city allocates federal funding from the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME) to meet the needs of the community.

Monday, November 17, 2025

Agenda

- 4:00 – Check In
    - Sticker Exercise
- 4:15 – Brief Overview
    - Community Development Block Grant (CDBG) = approx. $750,000 annually
    - HOME Investment Partnership Program (HOME) = approx. $400,000 annually
- 4:30 – Discussion on Housing and Community Needs
    - ID Top 5 Priority Needs
    - Priority Needs Discussion
    - Specific investment areas of the city
- 5:15 – Community Budgeting Exercise
    - Financing Community Needs
- 5:30 – Follow Up & Next Steps

Scan for Online Survey

Online survey: https://bit.ly/IndependenceHousingSurvey

CDBG & HOME Housing and Community Needs Meeting

INDEPENDENCE
COMMUNITY DEVELOPMENT

Monday, November 17, 2025 4:00 PM
City Hall, Conference Room D (Ground Floor)
Draft FY 2027-31 Consolidated Plan, Draft FY 2027-31 Analysis of impediments to Fair Housing Choice and Draft FY 2027-31 City Citizen Participation Plan, Draft FY 2026-27 Annual Action Plan

NO.	First & Last Name	Agency	EMAIL	Signature
01	Brandi Bair	Hope House		
02	Ilene Shehan	Hope House		
03	Tina Bartlett	Independence Housing Authority		
04	Alicia Janssen	Mother's Refuge		
05	Christina Leakey	Truman Heritage Habitat for Humanity		Online
06	Paul Raddant	Truman Heritage Habitat for Humanity		
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INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

CDBG & HOME Participation

Consolidated Plan General Planning and Participation - Housing and Community Needs Minutes

November 17, 2025 4:00 PM

Hybrid Meeting; City Hall, 111 E. Maple Avenue, Conference Room D (Ground Floor)
And over Microsoft Teams: Join via computer, tablet, or smartphone:
https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1
Meeting ID: 226 368 881 314 9 Passcode: D2yJ6BU3 Join by telephone: 1-872-222-5977 ID: 926 441 532#

INTRODUCTION

CEW Advisors, Inc.: Brian Hull and David Grenier
City Staff: Chris Ballinger, Community Development Program Administrator; Jodi Baker, Community Development Program Specialist
In Person: Ilene Shehan (Hope House); Alicia Janssen (Mother's Refuge); Paul Raddant (Truman Heritage Habitat for Humanity)
Online: Christiana Leakey (Truman Heritage Habitat for Humanity)

DISCUSSION ON COMMUNITY NEEDS

- The City is developing a 5-year strategic plan (2026–2031) for using CDBG and HOME funds.
- Reviewed eligible funding areas, including infrastructure, public services, economic development, and affordable housing.
- Participants completed a prioritization exercise. Top needs identified: 1) Affordable Housing, 2) Domestic Violence & Mental Health Services, 3) Basic Needs/Emergency Assistance, 4) Homelessness, 5) Public Transportation.

- Key themes included:
    - Affordable Housing: Need for quality units, rehab, mixed-income development, transitional housing, and tools to address vacant/dangerous buildings.
    - Homelessness: Need for low-barrier shelters, transitional housing, more case management, and youth housing.
    - Mental Health/DV Services: Need for quicker access to appointments, crisis support, and shelter/transitional options.
    - Basic Needs: Assistance with utilities, transportation, and access to services in underserved neighborhoods.
    - Public Transportation: Limited routes impact access to jobs, food, and services; interest in micro-transit or other alternatives.

FOLLOW UP AND NEXT STEPS

- Review priority rankings and incorporate into the 2026–2031 Consolidated Plan.
- Assess zoning, housing conditions, and vacant/dangerous structures to identify target areas.
- Explore coordination opportunities with County partners, land trust models, and acquisition tools.
- Continue engagement with housing, mental health, DV, and homelessness service providers.
- Evaluate transportation options and service models to address identified gaps.
- Collect additional community input and data to refine plan priorities.

City of Independence
Fair Housing and Housing Discrimination
2026-2030 Analysis of Impediments

The City of Independence is updating its 5-Year Consolidated Plan, a roadmap for how it will invest in housing, homelessness services, economic development, public infrastructure, and community programs between July 1, 2026 and June 30, 2031. This critical plan determines how the city allocates federal funding from the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME) to meet the needs of the community.

Wednesday, November 19, 2025

Agenda

- 6:00 – Welcome and Introductions
- 6:05 – Understanding Fair Housing
    - Key Protections of the Fair Housing Act and the Missouri Human Rights Act
    - Forms of housing discrimination (race, national origin, religion, disability, family status, etc.)
- 6:15 – Community Discussion on Housing Discrimination
    - Local Barriers to Fair Housing
    - Examples of Discrimination
    - Needed Resources or Support
    - Brainstorming Strategies for Fair Housing
- 7:30 – Follow Up & Next Steps

Scan for Online Survey

Online survey: https://bit.ly/IndependenceHousingSurvey

CDBG & HOME Fair Housing and Housing Discrimination Public Meeting

INDEPENDENCE
COMMUNITY DEVELOPMENT

Wednesday, November 19, 2025 6:00 PM
Mid-Continent Public Library - North Branch - 317 West 24 Highway
Draft FY 2027-31 Consolidated Plan, Draft FY 2027-31 Analysis of Impediments to Fair Housing Choice and Draft FY 2027-31 City Citizen Participation Plan, Draft FY 2026-27 Annual Action Plan

NO.	First & Last Name	Agency
01	Lucy Young	
02	Richard Marrs	
03	Marikate Sears	Truman
04	Christina Leakey	Truman
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INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

CDBG & HOME Participation

Consolidated Plan General Planning and Participation - Fair Housing/Discrimination
Minutes

November 19, 2025 6:00 PM

Hybrid Meeting; Mid-Continent Public Library - North Branch - 317 West 24 Highway
And over Microsoft Teams: Join via computer, tablet, or smartphone:
https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1
Meeting ID: 226 368 881 314 9 Passcode: D2yJ6BU3 Join by telephone: 1-872-222-5977 ID: 926 441 532#

INTRODUCTION

In Person
Brian Hull, CEW Advisors, Inc.
Chris Ballinger, Community Development Program Administrator
Jodi Baker, Community Development Program Specialist
City of Independence Citizens

Online Participants
Marikate Sears, Truman Heritage Habitat for Humanity
Christina Leakey, Truman Heritage Habitat for Humanity

The meeting was opened by Brian Hull, CEW advisor, who is working with the City of Independence to prepare two key documents:

- **The Consolidated Plan** – a five-year strategic plan guiding the use of federal HUD funds.

- **The Analysis of Impediments to Fair Housing Choice (AI)** – a companion document focused on identifying barriers, discrimination patterns, and segregation that limit equal access to housing.

The purpose of the meeting was to discuss fair housing, identify barriers and examples of discrimination, understand local experiences, and gather input for the upcoming AI document. A second meeting focused on broader community needs was also scheduled.

Brian explained that the AI evaluates public data (HUD, Census, lending data, discrimination cases), online survey responses, and community feedback. The goal is to determine whether protected classes face unequal access to housing and what strategies may remove existing barriers.

DISCUSSION ON FAIR HOUSING/HOUSING DISCRIMINATION

What Fair Housing Laws Cover

- The Fair Housing Act (federal) and the Missouri Human Rights Act (state) prohibit discrimination in housing based on:
    - Race
    - Color
    - Religion
    - National Origin
    - Sex/Gender
    - Disability
    - Ethnicity

Missouri does not protect "source of income," meaning landlords may legally refuse Section 8/Housing Choice Vouchers.

Types of Discrimination Presented

Mr. Hull reviewed examples of discriminatory practices:

- Refusing to rent or falsely claiming a unit is unavailable.
- Applying different rental terms (e.g., higher deposits).
- Refusing to rent to families with children.
- Not making reasonable accommodations for people with mobility or accessibility needs.

Challenges in Identifying and Proving Discrimination

Participants discussed:

- How difficult it can be to investigate or enforce discrimination complaints.
- That the most extreme historical discriminatory practices (e.g., redlining) are less common, but subtle forms still occur.
- Many people do not know how or where to report discrimination.

Local Barriers Raised by Participants

- Limited availability of accessible housing.
- Landlords refusing Section 8 despite high community need.
- Difficulty following up on questionable rental denials when landlords claim units are already rented.
- General lack of resources for both tenants and landlords.
- Concern about deteriorating or unsafe housing units and limited accountability for property conditions.
- Legal aid organizations have been involved but are not always widely known or easily accessed.

Preliminary Data Observations

- Initial public data does not show major disparate impacts related to fair housing in Independence.
- However, the city's demographic makeup is only recently diversifying, and additional local data (stories, surveys, lending data) could provide a more complete picture.

FOLLOW UP AND NEXT STEPS

Ongoing Work

- CEW and the City are continuing community meetings, surveys, and consultations with agencies and housing providers.
- More meetings are scheduled for the following week.

Draft Document Timeline

- Draft Consolidated Plan and Draft Analysis of Impediments will be developed by late December or early January.
- These drafts will be reviewed internally with City staff and key stakeholders to ensure accuracy.

Public Review Process

- Drafts will be publicly released (estimated January–February).
- Another public meeting will be held to present the findings, proposed strategies, and funding allocations.
- The public will have the opportunity to comment or suggest adjustments.

Approval and Submission

- After revisions, a final version of the documents will go to City Council for approval.
- Once approved, the documents are submitted to the U.S. Department of Housing and Urban Development (HUD).

Funding Context

- The City receives approximately $1.2 million per year through:
    - Community Development Block Grant (CDBG) funds – broad eligible uses.
    - HOME Investment Partnership Program – focused on affordable housing (construction, rehab, rental, ownership, etc.).

Communication & Wrap-Up

- Participants who signed in will be notified of future meetings and the release of draft documents.
- The meeting concluded with thanks and an invitation for further conversations.

City of Independence
Housing and Community Needs Conversation
2026-2030 Five-Year Consolidated Plan

The City of Independence is updating its 5-Year Consolidated Plan, a roadmap for how it will invest in housing, homelessness services, economic development, public infrastructure, and community programs between July 1, 2026 and June 30, 2031. This critical plan determines how the city allocates federal funding from the Community Development Block Grant (CDBG) and the HOME Investment Partnership Program (HOME) to meet the needs of the community.

Thursday, November 20, 2025

Agenda

- 5:30 – Check In
    - Sticker Exercise
- 5:45 – Brief Overview
    - Community Development Block Grant (CDBG) = approx. $750,000 annually
    - HOME Investment Partnership Program (HOME) = approx. $400,000 annually
- 6:00 – Discussion on Housing and Community Needs
    - ID Top 5 Priority Needs
    - Priority Needs Discussion
    - Specific investment areas of the city
- 6:45 – Community Budgeting Exercise
    - Financing Community Needs
- 7:00 – Follow Up & Next Steps

Scan for Online Survey

Online survey: https://bit.ly/IndependenceHousingSurvey

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Independence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

- Jan 24, 2026

Printer's Fee: $116.42

Anjana Bhadoriya

Agent

VERIFICATION

State of Florida
County of Orange

JESSICA GORDON-THOMPSON
Notary Public - State of Florida
Commission # HH301656
Expires on August 17, 2026

Signed or attested before me on this: 01/26/2026

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE

The City of Independence will hold an in-person and virtual public meeting to receive citizen input on the **2026–27 Annual Action Plan** for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME), including General Planning and Participation for the upcoming Program Year.
Thursday, February 12, 2026, at 2:00 p.m.
Independence Municipal Commons, 20201 E. Jackson Drive

IMC-149 Santa Fe Conference Room
Virtual attendance is available through Microsoft Teams using a computer, tablet, or smartphone: https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1

Meeting ID: 227 390 423 203 3 Passcode: 3t265wo2
Join by telephone: (872) 222-5977 Passcode: 776 196 130#
Projects or programs must benefit low- to moderate-income residents and address at least one of the City's Consolidated Plan goals and priority objectives, which are summarized on the City's website at: indep.us/cdbgplans.
If you are unable to attend, comments may be submitted by email to cdbg@indepmo.org.
If accommodations will be required due to a disability, limited English proficiency, or other special need, contact Chris Ballinger at 816-325-7398 or Jodi Baker at 816-325-7398 by email at cdbg@indepmo.org.
Si se requiere ayuda por falta de hablar el idioma inglés o por alguna otra razón en especial, póngase en contacto con Chris Ballinger al 816-325-7390 o Jodi Baker al 816-325-7426 o al correo electrónico cdbg@indepmo.org.

Published in the Examiner, Jan 24, 2026

4226520

INDEPENDENCE
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CDBG & HOME Participation
Winter 2026-27 Annual Action Plan Public Participation Meeting

February 12, 2026 2:00 PM,

Hybrid Meeting; Independence Municipal Commons, Conference Room IMC-149-Santa Fe
And over Microsoft Teams: Join via computer, tablet, or smartphone:
https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1
Meeting ID: 227 390 423 203 3 Passcode: 3t265wo2
Join by telephone: 1-872-222-5977 ID: 776 196 130#

CALL TO ORDER

INTRODUCTIONS

ANNUAL ACTION PLAN

1. Overview of Annual Action Plan
2. Request for Annual Action Plan Input from Citizens

ADJOURN

Meeting:	2026-27 CDBG & HOME Annual Action Plan Public Participation Meeting			
Date:	Thursday, February 12, 2026			
Location:	Independence Municipal Commons, Room IMC-149-Santa Fe, 2:00pm - 3:00pm			
	First Name	Last Name	Agency/Address	Phone/Email
1.)	Ilene	Shehan	Hope House	
2.)				
3.)				
4.)				
5.)				
6.)				
7.)				
8.)				
9.)				
10.)				

Meeting:	2026-27 CDBG & HOME Annual Action Plan Public Participation Meeting			
Date:	Thursday, February 12, 2026			
Location:	Independence Municipal Commons, Room IMC-149-Santa Fe, 2:00pm - 3:00pm			
				Online Attendence
	First Name	Last Name	Agency/Address	Phone/Email
2.)	Brandi	Bair	Hope House	
3.)	Becky	Poitras	Metro Lutheran Ministry	
4.)				
5.)				
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10.)				

INDEPENDENCE
★ MISSOURI ★
A GREAT AMERICAN STORY

CDBG & HOME Participation
Winter 2026-27 Annual Action Plan Public Participation Meeting Minutes

February 12, 2026 2:00 PM

Hybrid Meeting; Independence Municipal Commons, Conference Room IMC-149-Santa Fe
And over Microsoft Teams: Join via computer, tablet, or smartphone:
https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1
Meeting ID: 227 390 423 203 3 Passcode: 3t265wo2
Join by telephone: 1-872-222-5977 ID: 776 196 130#

CALL TO ORDER

The meeting was called to order at approximately 2:00 PM.

INTRODUCTIONS

Brian of CEW Advisors led the meeting and introduced himself and the City Staff. It was noted that the purpose of the meeting was to gather public input as part of the City's citizen participation process for the development of the 2026–27 Annual Action Plan (AAP) for the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Programs.

In-person Attendance
Chris Ballinger - City Staff
Jodi Baker - City Staff
Ilene Shehan - Hope House

Online Attendees
Brandi Bair - Hope House
Becky Poitras - Metro Lutheran Ministry

ANNUAL ACTION PLAN

1. Overview of Annual Action Plan

Brian from CEW Advisors provided an overview of the Annual Action Plan, including:

- The purpose and requirements of the AAP
- Its relationship to the Consolidated Plan
- Estimated CDBG and HOME funding allocations
- Eligible activities under both programs
- Identified priority needs
- The anticipated timeline for public comment and submission to HUD

It was explained that the AAP serves as the City's annual funding plan outlining how federal resources will be used to address housing, community development, and public service needs.

2. Request for Annual Action Plan Input from Citizens

Brian facilitated discussion and invited public input regarding community needs and funding priorities.
Discussion topics included:

- Housing and rehabilitation needs
- Public service funding considerations
- Community development priorities
- Identification of any emerging needs

Attendees were encouraged to submit additional written comments during the official public comment period.
All input received will be incorporated into the AAP development process.

ADJOURN

With no additional comments or discussion, the meeting was adjourned.

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, ss:

I, Laquansay Nickson Watkins, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Examiner, a publication that is a "legal newspaper" as that phrase is defined for the city of Independence, for the County of Jackson, in the state of Missouri, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

Publication Dates:

- Feb 28, 2026

Printer's Fee: $303.41

Laquansay Nickson Watkins

Agent

VERIFICATION

State of New Jersey
County of Camden

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

Signed or attested before me on this: 03/02/2026

Notary Public

Notarized remotely online using communication technology via Proof.

PUBLIC NOTICE
2026-2030 Consolidated Plan / 2026–2027 Annual Action Plan

Community Development Block Grant (CDBG) / HOME Investment Partnerships Program (HOME)
The City of Independence will submit the 2026-2030 Consolidated Plan and the **2026–2027 Annual Action Plan** for the **Community Development Block Grant (CDBG)** and **HOME Investment Partnerships Act (HOME)** programs to the **U.S. Department of Housing and Urban Development (HUD)** on or before **May 15, 2026**.
A draft of the Consolidated Plan and Annual Action Plan will be available in English and Spanish beginning **March 16, 2026**, online at **independencemo.gov/cdbghomegrants** and for public viewing at the following Independence, Missouri locations:

- Independence Municipal Commons – 20201 E. Jackson Drive.
- Palmer Center – 218A N. Pleasant St.
- Roger T. Sermon Community Center – 201 N. Dodgion St.
- Midwest Genealogy Center – 3440 S. Lee's Summit Rd.
- Mid-Continent Public Library – North Independence, 317 West US Hwy. 24
- Mid-Continent Public Library – South Independence, 13700 E. 35th St.
- Mid-Continent Public Library – Farview Neighborhood, 18109 E 12th St N.
- Kansas City Public Library – Trails West Branch, 11401 E. 23rd St.
- Independence Housing Authority – 4215 S. Hocker Dr., Bldg. 5

A 30-day public comment period will begin on March 16, 2026. Written comments regarding any of the proposed projects or programs included in the Consolidated Plan or Annual Action Plan may be submitted in writing to **cdbg@indepmo.org.** All written comments received by **April 16, 2026** and will be considered for the final plan.
A public hearing will be held to receive citizen comments on the draft Consolidated Plan and Annual Action Plan.
The meeting will be conducted in a hybrid format, on Thursday, March 26, 2026, at 10:00 a.m.
With an in-person option at Independence Municipal Commons, 20201 E Jackson Drive, Conference Room IMC-149, Santa Fe, and a virtual option over Microsoft Teams: https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting?rtc=1 Meeting ID: 24137961537152 Passcode: 4Pt9ir26 Join by telephone: 1-872-222-5977 ID: 130212675#
For accommodations due to disability, limited English proficiency, or other special needs, contact **Chris Ballinger at 816-325-7398** or **Jodi Baker at 816-325-7426**.

Si necesita asistencia por no hablar inglés o por cualquier otra razón especial, comuníquese con Chris Ballinger al 816-325-7398 o Jodi Baker al 816-325-7426 o al correo electrónico cdbg@indepmo.org.
The City is estimated to receive approximately **$800,000** in CDBG Program funding and approximately **$400,000** in HOME Program funding for the **2026–2027 Program Year** and proposes to allocate **$14,919.03** of **2024–2025 Program Year CDBG funds**. The City proposes to allocate estimated funding as follows:

CDBG Program Year 2026–2027

Administration – $160,000.00

Housing – Code Compliance – $195,000.00

Public Service Programs – $120,000.00

Minor Home Repair – $339,919.03*

Total CDBG – $814,919.03
HOME Program Year 2026–2027

Administration – $40,000.00

Community Housing Development Organization (CHDO) – $60,000.00

CHDO Operating Funds – $20,000.00

Single and Multi-Family Housing Projects – $280,000.00

Total HOME – $400,000.00
Grand Total CDBG and HOME – $1,214,919.03

*Denotes $14,919.03 of 2024–2025 CDBG funds added.
Further information on CDBG and HOME program funding is available in the Annual Action Plan.
Recipients of funds from the U.S. Department of Housing and Urban Development (HUD) have a duty to affirmatively further fair housing by taking proactive steps to overcome housing discrimination and segregation.

Published in the Examiner, Feb 28, 2026

4329310

From: Nathan R
Sent: Wednesday, November 19, 2025 5:07 PM
To: CDBG <cdbg@indepmo.org>
Subject: Thoughts for Tonight's Meeting

This is the first time you received an email from this sender Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity. Direct any questions or concerns to the Tech Services HelpDesk.

All Concerned,

I got a call from you all to email my thoughts as I won't be able to join tonight.

My major thought:

Independence could introduce a law requiring a two-thirds (2/3) annual vote for continuance of an HOA covenant. In Independence would make it significantly easier for homeowners to dissolve or opt out of restrictive associations.

In practice, HOA's would need to show to the city proof that a vote consisting of all member households had been conducted and that the majority agreed with the continuation of the HOA covenant. If the HOA failed to do this, the covenant would be automatically dissolved and would need to recanvas and reregister their neighborhood.

Many HOAs persist primarily because a small, active minority can block changes that most residents would support. By shifting to a 2/3 mandate, the city empowers home owners to hold their HOA accountable, and encourages the removal of outdated or unpopular HOAs.

Over time, this can lower housing prices by eliminating extra fees, reducing regulatory burdens that limit home customization, and opening more properties to buyers who avoid HOA-controlled neighborhoods.

Based on what I can find on HOAs in Independence, this would reduce annual fees on hundreds of homes, and allow for other rental properties to be built on/in these neighborhoods without an HOA board determining preference.

Thanks for your consideration,
Nathan

From: Tina Bartlett
Sent: Monday, November 17, 2025 3:39 PM
To: CDBG <cdbg@indepmo.org>
Subject: Comment on City's PY 2026-2030 CDBG/HOME Consolidated Plan

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

Public Comment: Promoting the Use of CDBG and HOME Funds in Partnership with the Local Housing Authority

The Housing Authority of the City of Independence appreciates the opportunity to provide input during the City's Consolidated Plan planning process. Our mission is closely aligned with the purposes of the Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs—to create, preserve, and sustain affordable housing for low- and moderate-income residents.

We encourage the City to explore and prioritize partnership opportunities with the Housing Authority for the use of CDBG and HOME funds. Potential areas of collaboration include:

- **Rehabilitation and modernization of affordable housing units**, including energy efficiency, accessibility, and life-safety improvements.
- **Development of new affordable housing units** through leveraging HOME funds with other sources such as HUD capital funds and Low-Income Housing Tax Credits.
- **Tenant-Based Rental Assistance (TBRA)** to assist families transitioning between housing programs or experiencing temporary housing instability.
- **Public infrastructure improvements** in and around Housing Authority developments, such as sidewalks, drainage, and street lighting, to support neighborhood revitalization and resident safety.
- **Resident support programs**, including job readiness, financial literacy, and self-sufficiency initiatives that align with CDBG's community development goals.

The Housing Authority has an established administrative infrastructure and compliance systems that ensure federal funds are properly managed and targeted to eligible households. By utilizing the Housing Authority as an implementation partner, the City can more efficiently deploy resources, expand affordable housing options, and achieve measurable community impact.

We look forward to continued collaboration to advance the City's housing and community development priorities.

Respectfully submitted,
Tina Bartlett, CEO
Independence Housing Authority
11/17/2025

Tina Bartlett, CEO

Independence Housing Authority

816-994-0204

APPENDICES

Appendices

Independence, MO 2026-2030 Consolidated Plan and 2026 Annual Action Plan

These appendices contain additional data and analysis that cannot be uploaded directly into HUD's IDIS system.

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Appendix A: Data

Housing Problems by Tenure, Income, and Household Characteristics

This section examines the HUD-defined housing problems discussed in NA-10 in further detail. The tables below examine:

- Housing problems by type, aggregated by tenure and income.
- Presence of one or more housing problems aggregated by tenure, income, family size, presence of elderly, and disability status.
- Presence of one or more severe housing problems aggregated by tenure and income.

Below the tables are visualizations that display the proportion of each household type that is experiencing housing problems. These visualizations provide a baseline average for all households, and the disproportionality threshold (average + 10%) for comparison. No household type experiences crowding or substandard housing at a rate above 10% and cannot meet the criteria for disproportionate impact. Therefore, we do not include those visualizations.

Table 1: Housing Problems (Type) by Tenure

	Renters	Owners	All
Cost Burden > 30%	8,035	5,630	13,665
Cost Burden > 50%	3,865	1,940	5,805
Overcrowded > 1 ppr	875	350	1,225
Overcrowded > 1.5 ppr	240	35	275
Substandard	275	175	450

Table 2: Housing Problems (Type) by Income

	< 30% AMI	30-50% AMI	50-80% AMI	80-100% AMI	100%+ AMI	Jurisdiction
Cost Burden > 30%	6,060	4,625	2,440	310	230	13,665
Cost Burden > 50%	4,300	1,220	200	60	25	5,805

Overcrowded > 1 ppr	335	220	320	120	230	1,225
Overcrowded > 1.5 ppr	70	50	130	15	10	275
Substandard	105	290	30	10	14	449

Table 3: Housing Problems (Any) by Tenure

	Renters	Owners	All
Housing Problems	9,185	6,150	15,335
Severe Housing Problems	5,015	2,465	7,480

Table 4: Housing Problems (Any) by Income

	< 30% AMI	30-50% AMI	50-80% AMI	80-100% AMI	100%+ AMI	All
Housing Problems	6,505	5,135	2,790	440	470	15,340
Severe Housing Problems	4,745	1,730	550	190	265	7,480

Table 5: Housing Problems (Any) by Family Type

	Small Family	Large Family	Non-Family	All
Housing Problems	5,835	1,405	8,105	15,345

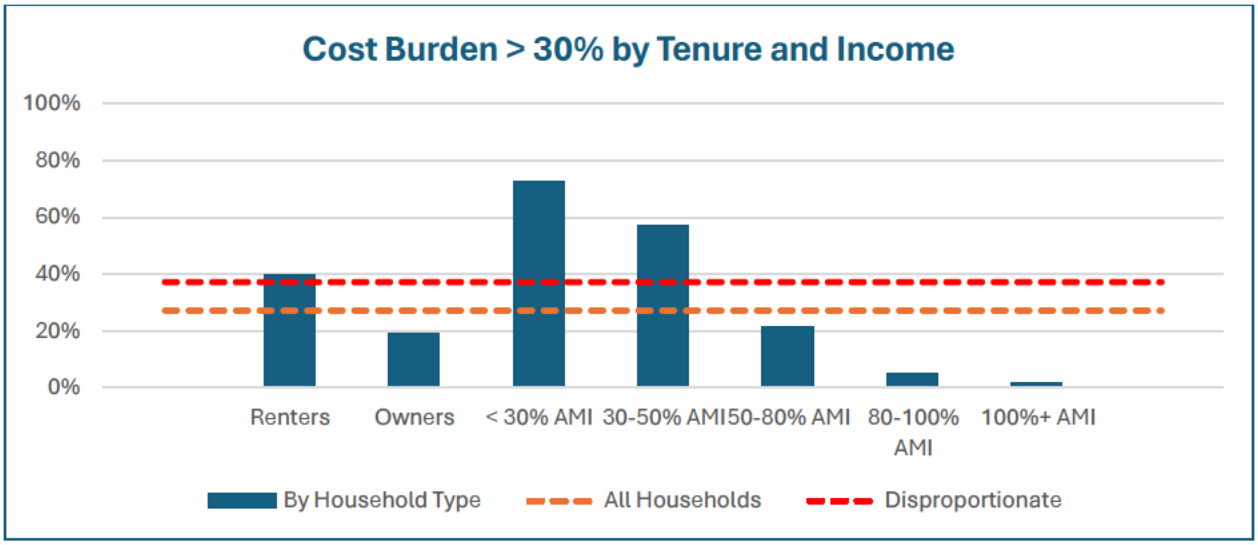
Table 6: Household Problems (Any) by Age

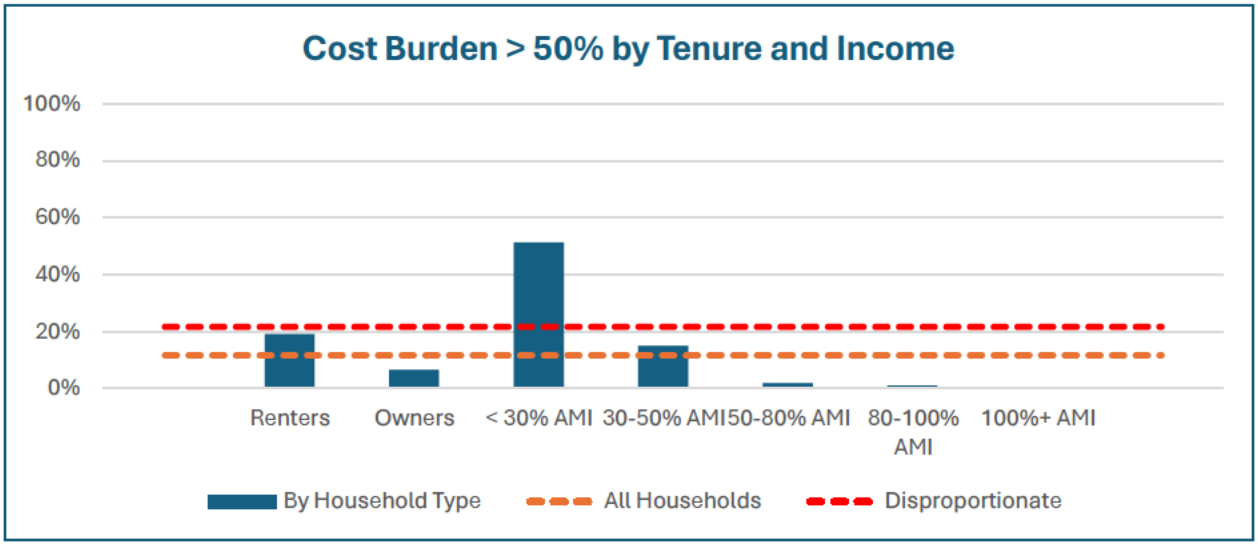
	Elderly	Frail Elderly	No Elderly	All
Housing Problems	3,255	2,115	9,965	15,335

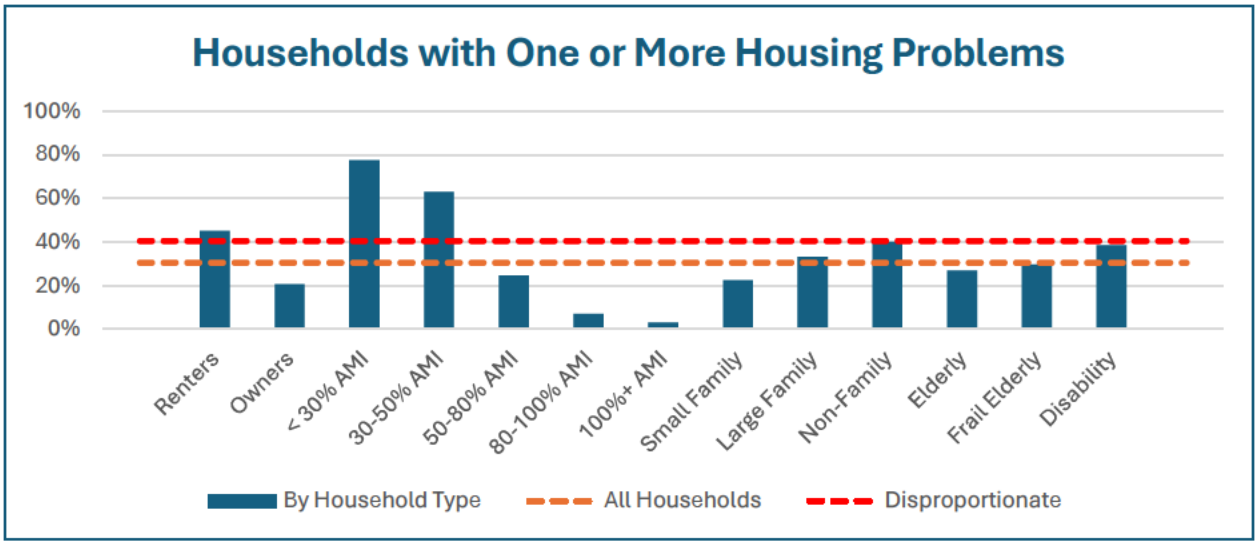
Note: the above table indicates households with one or more elderly members, one or more frail elderly members, or households with no elderly members.

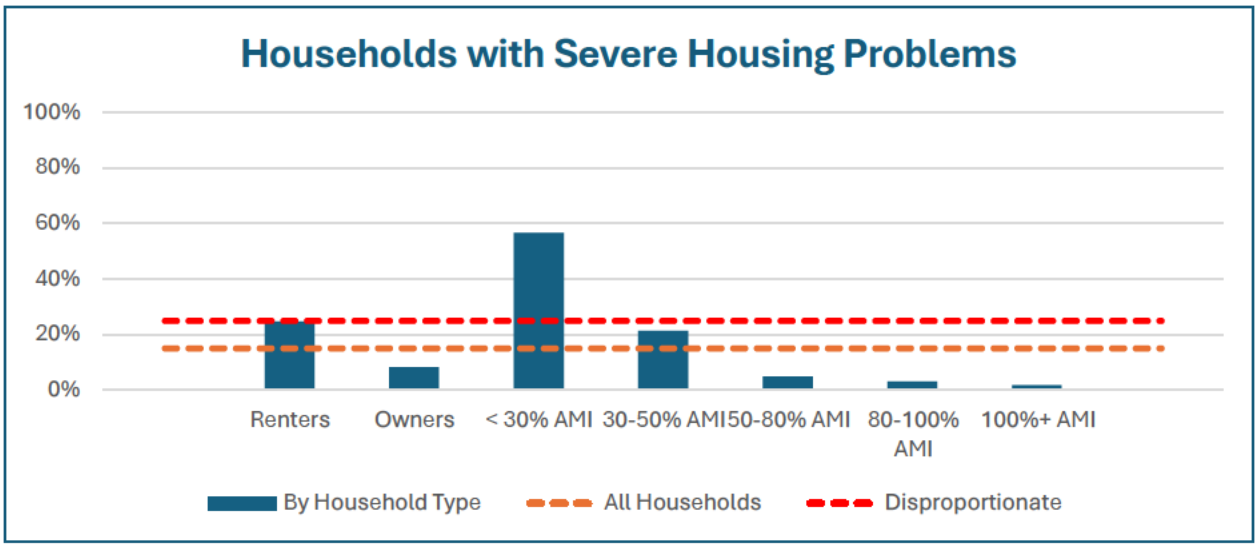
Table 7: Housing Problems (Any) by Disability Status

	Disability	Non-Disability	All
Housing Problems	5,755	9,580	15,335


Cost Burden > 30% by Tenure and Income
100%
80%
60%
40%
20%
0%
Renters
Owners
< 30% AMI
30-50% AMI
50-80% AMI
80-100% AMI
100%+ AMI
By Household Type
All Households
Disproportionate


Cost Burden > 50% by Tenure and Income
100%
80%
60%
40%
20%
0%
Renters
Owners
< 30% AMI
30-50% AMI
50-80% AMI
80-100% AMI
100%+ AMI
By Household Type
All Households
Disproportionate


Households with One or More Housing Problems
100%
80%
60%
40%
20%
0%
Renters
Owners
< 30% AMI
30-50% AMI
50-80% AMI
80-100% AMI
100%+ AMI
Small Family
Large Family
Non-Family
Elderly
Frail Elderly
Disability
By Household Type
All Households
Disproportionate


Households with Severe Housing Problems
100%
80%
60%
40%
20%
0%
Renters
Owners
< 30% AMI
30-50% AMI
50-80% AMI
80-100% AMI
100%+ AMI
By Household Type
All Households
Disproportionate

Assisted Housing Units

Table 8: Public Housing Developments

Name	# Units	Population
Pleasant Heights	400	
Hocker Heights		
Southview Manor	145	

Table 9: Subsidized Units

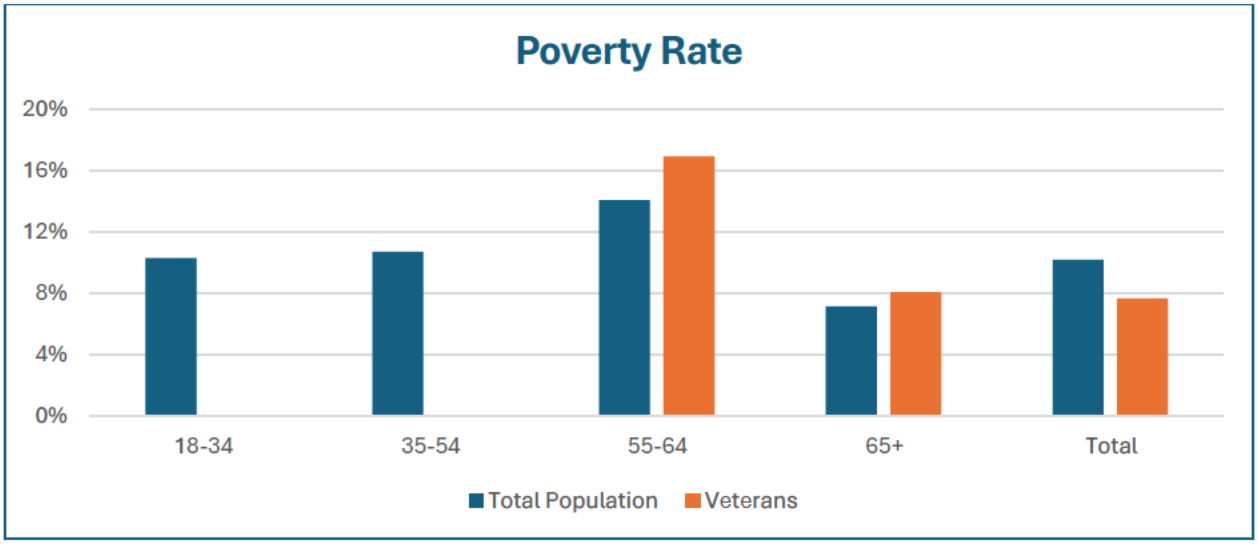
Name	# Units	Population
Canterbury Court Apartments	4	
Fairmount Plaza Apartments	57	Elderly
Grandview Estates 542c Risk Share	32	Family
Hawthorne Place	745	Family
Hawthorne Place Apartments	743	
Heritage House	166	Elderly
Independent Residential Services	13	Disabled
Maple Avenue Apartments	64	
Maple Manor Apartments	40	Family
Mt Washington Sr Apartments	45	
North Creek Estates	46	Elderly or disabled
Olde Oak Tree Apartments	126	Elderly
Palmer Place Senior Apartments	41	Elderly or disabled
Regency Manor	36	
Regency Manor II	50	Elderly or disabled
Samantha Heights	126	Elderly

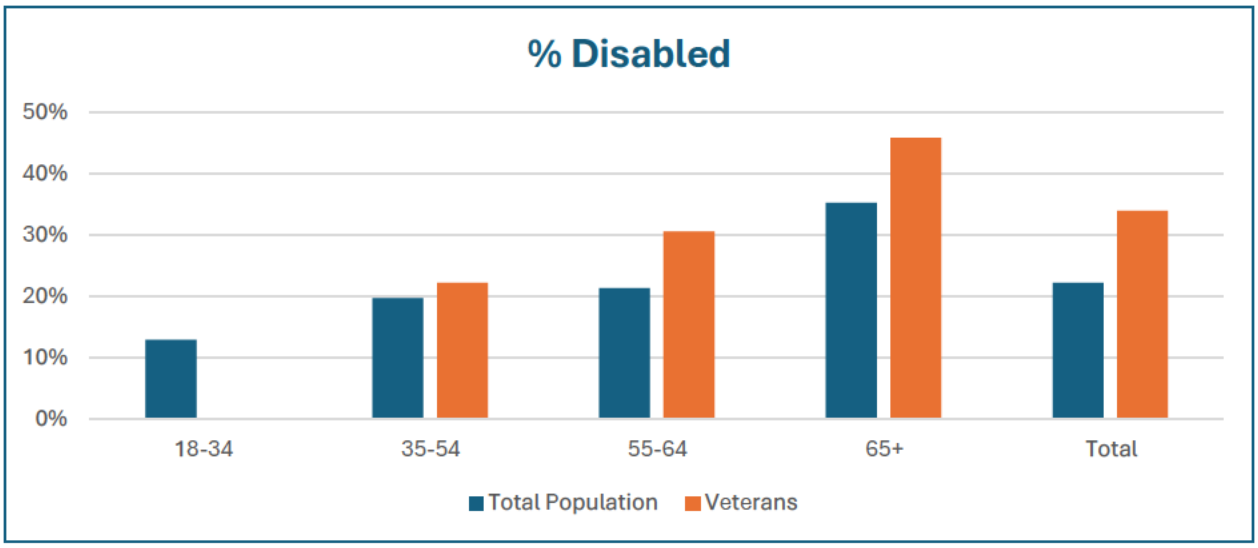
Special Neighbors	12	Disabled
Sterling Creek Apartments	48	
Sterling Plaza	54	Elderly
Sunrise House Apartment	18	Disabled
Walnut Duplex	2	

Veterans

Table 10: Poverty and Disability by Age and Veteran Status

	Total Population			Veterans		
	#	Income < poverty level	Disabled	#	Income < poverty level	Disabled
18-34	25,755	2,661	3,332	491	-	-
35-54	25,525	2,741	5,037	1,147	-	255
55-64	14,811	2,088	3,159	1,240	210	379
65+	24,326	1,746	8,582	2,878	233	1,320
Total	90,417	9,236	20,110	5,756	443	1,954

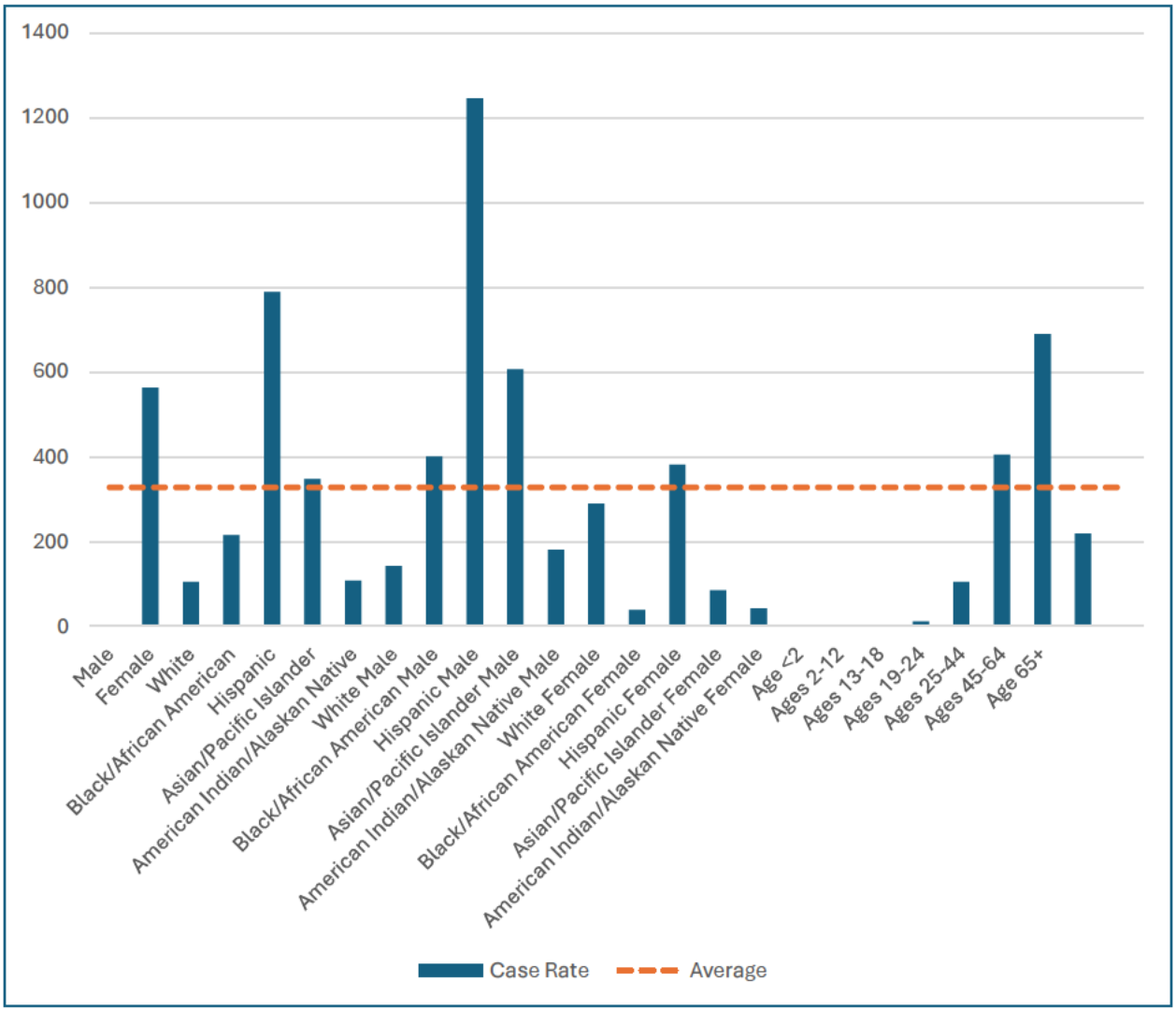



% Disabled
50%
40%
30%
20%
10%
0%
18-34
35-54
55-64
65+
Total
Total Population
Veterans

HIV/AIDS Cases

Population	Case Rate
Total	327.9
Male	563.3
Female	104.7
White	216
Black/African American	789.4
Hispanic	348.2
Asian/Pacific Islander	108.7
American Indian/Alaskan Native	142.4
White Male	401.2
Black/African American Male	1246.7
Hispanic Male	607.6
Asian/Pacific Islander Male	181.3
American Indian/Alaskan Native Male	290
White Female	39
Black/African American Female	381.9
Hispanic Female	85.1
Asian/Pacific Islander Female	42.7
American Indian/Alaskan Native Female	0
Age <2	0

Ages 2-12	1.1
Ages 13-18	11.3
Ages 19-24	105.1
Ages 25-44	405.3
Ages 45-64	690.3
Age 65+	219.3



Available housing units: # bedrooms vs. household size

The following tables and visualizations examine the relationship between existing household sizes and existing rental and ownership units.

For each household size, we calculate ***Total Need*** by adding the unmet need of smaller households to the number of households at a given size. For example, we calculate that at least 2,880 single-person renter households cannot find a unit with zero or one bedrooms. These 2,880 single person households are then added to the 5,621 two-person households looking for a two-bedroom unit to give us a total need for two-bedroom units of 8,501.

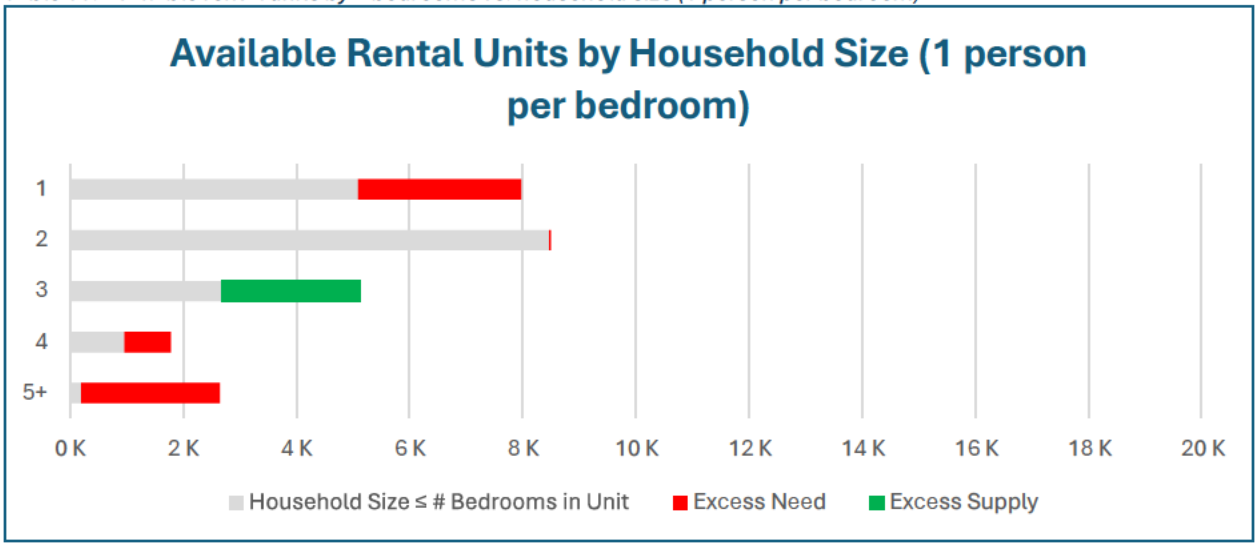
As the family structure of the household is unknowable, we examine the rental data under two different assumptions:

1. The need is for each member of the household to have their own bedroom
2. Two persons will share one bedroom, making the need for a unit with one fewer bedrooms than persons in the household.

We note that this does not capture the desire households may have for a guest room, a home office for remote workers, or room for a child with partial custody. We also note that it does not capture price, neighborhood, housing condition, or other factors that would impact rental and buying decisions.

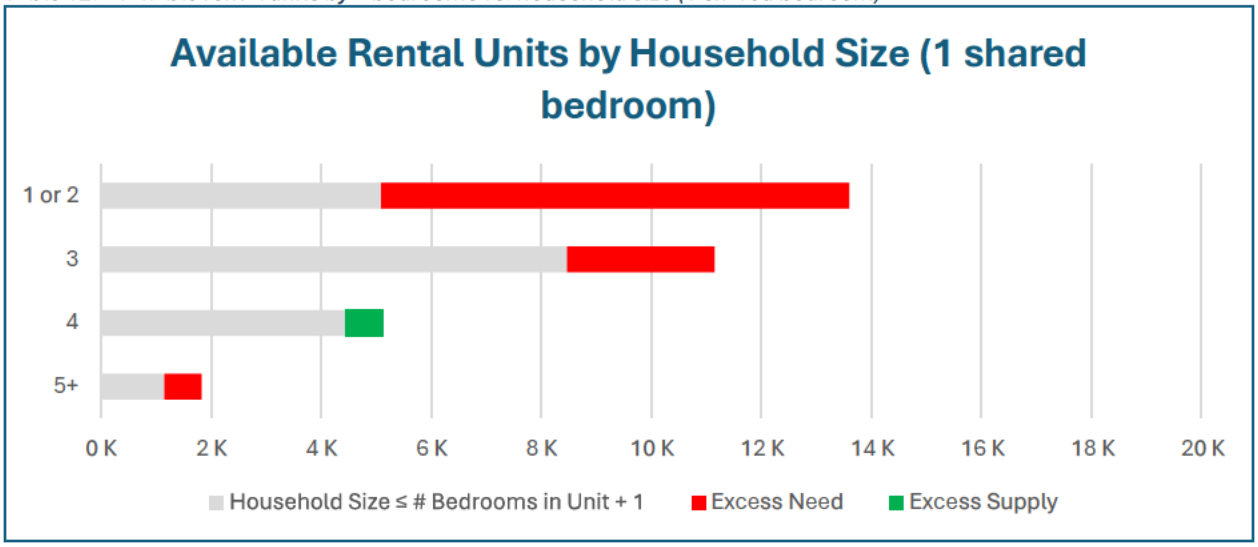
We see in general that there is room for smaller units in both the rental and ownership markets. Additionally, if we use the HUD definition for overcrowding of more than one person per bedroom, there is a need for 4+ bedroom rental units to accommodate larger households.

Table 11: Available rental units by # bedrooms vs. household size (1 person per bedroom)



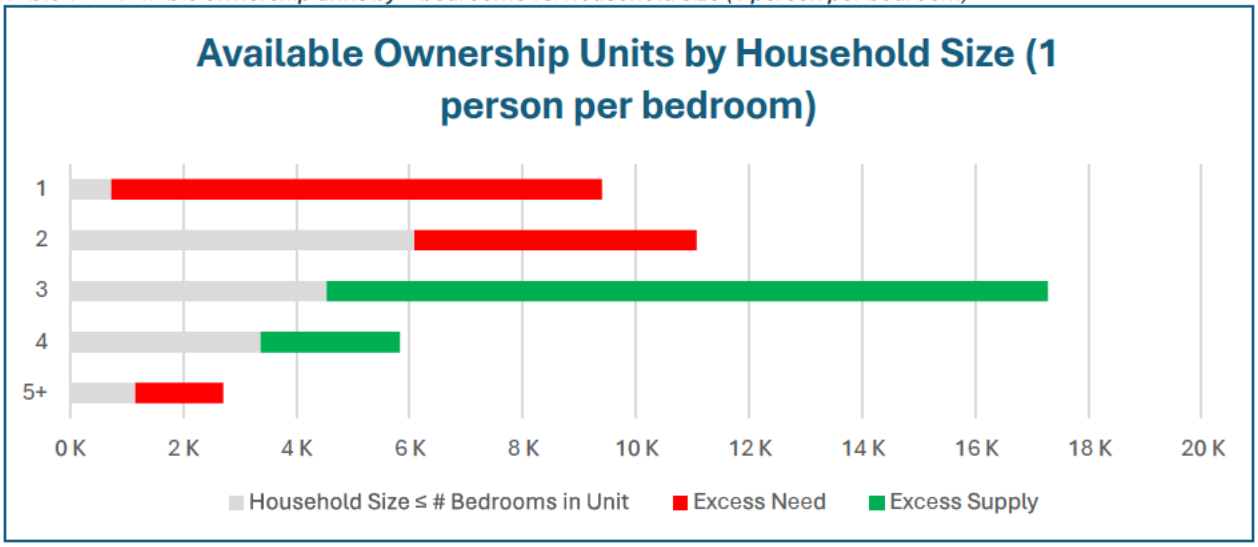
Household Size	Households	Units	Total Need	Excess Need	Excess Supply
1	7,971	5,091	7,971	2,880	0
2	5,621	8,468	8,501	33	0
3	2,647	5,129	2,680	0	2,449
4	1,778	957	1,778	821	0
5+	1,822	194	2,643	2,449	0

Table 12: Available rental units by # bedrooms vs. household size (1 shared bedroom)



Household Size	Households	Units	Total Need	Excess Need	Excess Supply
1 or 2	13,592	5,091	13,592	8,501	0
3	2,647	8,468	11,148	2,680	0
4	1,778	5,129	4,458	0	671
5+	1,822	1,151	1,822	671	0

Table 13: Available ownership units by # bedrooms vs. household size (1 person per bedroom)



Household Size	Households	Units	Total Need	Excess Need	Excess Supply
1	9,399	732	9,399	8,667	0
2	11,071	6,088	11,071	4,983	0
3	4,540	17,282	4,540	0	12,742
4	3,371	5,827	3,371	0	2,456
5+	2,705	1,157	2,705	1,548	0

Available housing units: rents vs. household income

The following tables show the income level of renter households and the current (2023) rents for apartments.

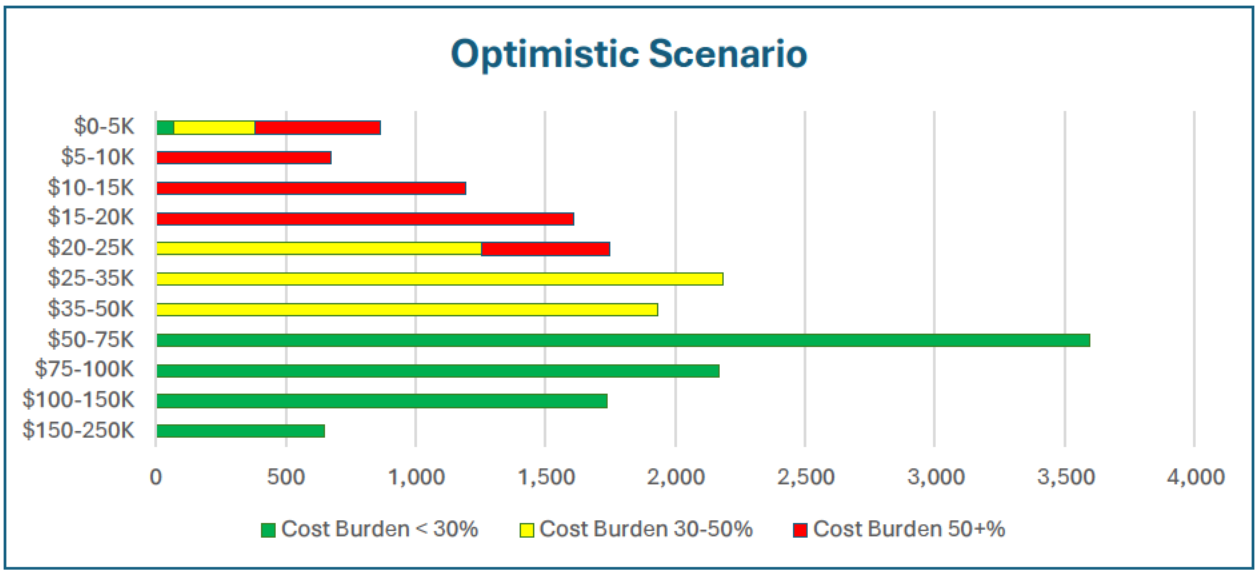
The visualizations show what would happen under a unit allocation scenario optimized to minimize the number of cost burdened and severely cost burdened households. This assumes we could easily reallocate all units in Independence based on rent and household income. It does not consider factors such as unit size, household size, neighborhood, unit condition, or other factors that go into real-world housing choices.

Because the rent and income data are only available as broad bands, we analyze using three different scenarios:

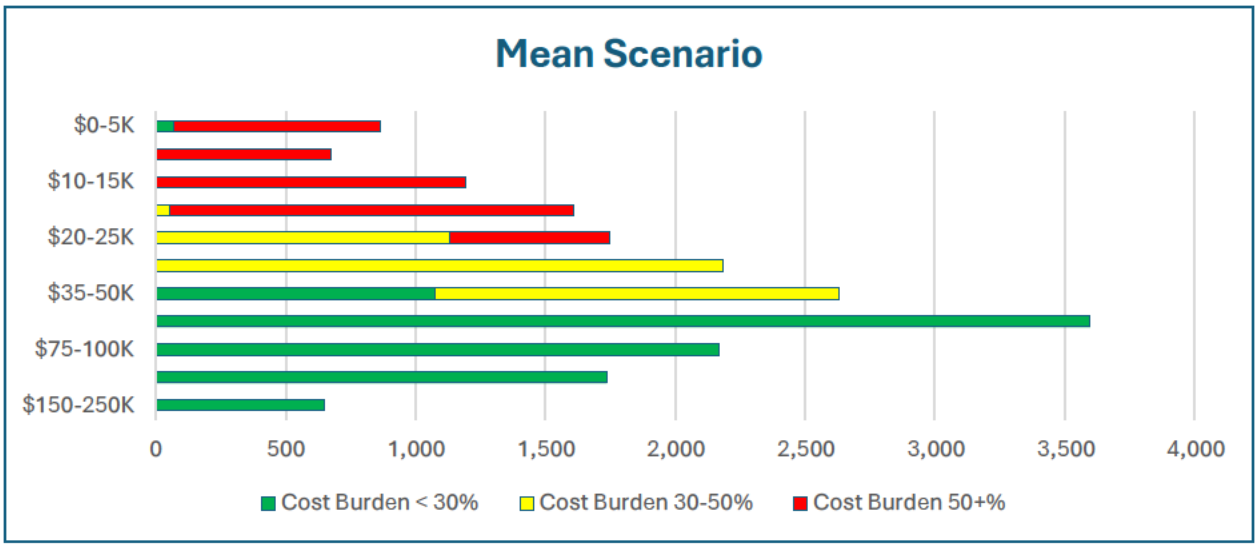
- The *optimistic scenario* assumes that all renters make the maximal income for their band, and all units are charging the minimum rent for their band.
- The *pessimistic scenario* assumes that all renters make the minimum income for their band, and all units are charging the maximum rent for their band.
- The *mean scenario* assumes all incomes and rents are the mean average for their band.

Even under the most optimistic scenario, 10,130 renter households will be cost burdened with 4,449 of those severely cost burdened. Under the most pessimistic scenario, 12,869 renter households will be cost burdened with 6,426 severely cost burdened.

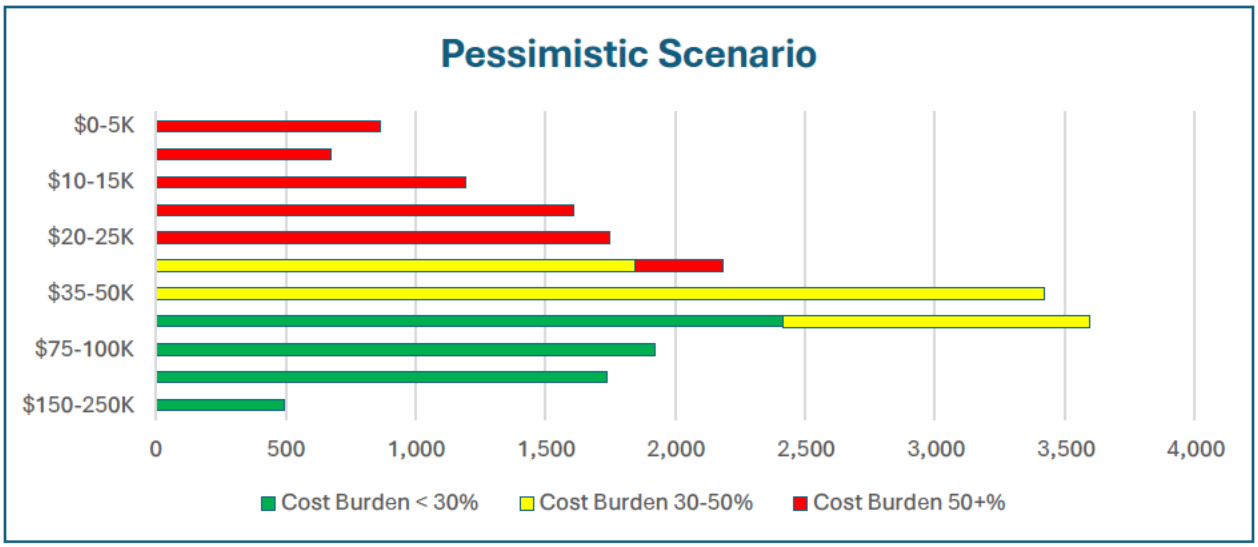
Independence clearly has a need for more affordable housing, especially for households with incomes less than $50k/yr.



Income	Cost Burden < 30%	Cost Burden 30-50%	Cost Burden 50+%
$0-5K	70	310	485
$5-10K	0	0	672
$10-15K	0	0	1,191
$15-20K	0	0	1,611
$20-25K	0	1,256	490
$25-35K	0	2,183	0
$35-50K	0	1,932	0
$50-75K	3,598	0	0
$75-100K	2,168	0	0
$100-150K	1,736	0	0
$150-250K	649	0	0
Total	8,221	5,681	4,449



Income	Cost Burden < 30%	Cost Burden 30-50%	Cost Burden 50+%
$0-5K	70	0	795
$5-10K	0	0	672
$10-15K	0	0	1,191
$15-20K	0	54	1,557
$20-25K	0	1,133	613
$25-35K	0	2,183	0
$35-50K	1,074	1,556	0
$50-75K	3,598	0	0
$75-100K	2,168	0	0
$100-150K	1,736	0	0
$150-250K	649	0	0
Total	9,295	4,926	4,828



Income	Cost Burden < 30%	Cost Burden 30-50%	Cost Burden 50+%
$0-5K	0	0	865
$5-10K	0	0	672
$10-15K	0	0	1,191
$15-20K	0	0	1,611
$20-25K	0	0	1,746
$25-35K	0	1,842	341
$35-50K	0	3,420	0
$50-75K	2,417	1,181	0
$75-100K	1,924	0	0
$100-150K	1,736	0	0
$150-250K	491	0	0
	6,568	6,443	6,426

Table 14: Renter Households by Income

Income	Households	30% Cost Burden	50% Cost Burden
$0-5K	865	$0-125	$0-208
$5-10K	672	$125-250	$208-417
$10-15K	1,191	$250-375	$417-625
$15-20K	1,611	$375-500	$625-833
$20-25K	1,746	$500-625	$833-1042
$25-35K	2,183	$625-875	$1042-1458
$35-50K	3,420	$875-1250	$1458-2083
$50-75K	3,598	$1250-1875	$2083-3125
$75-100K	2,168	$1875-2500	$3125-4167
$100-150K	1,736	$2500-3750	$4167-6250
$150-250K	649	$3750-6250	$6250-10417

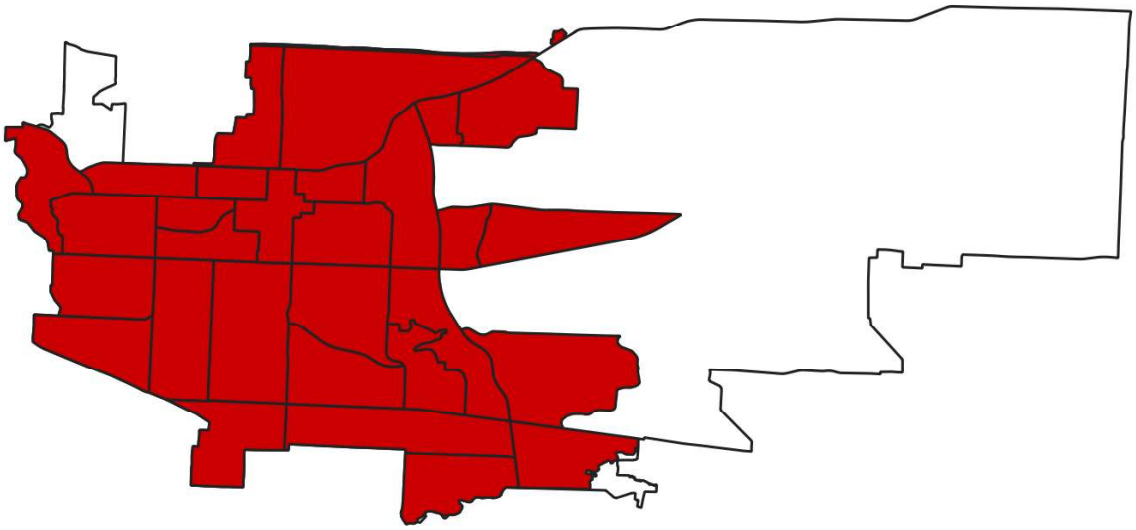
Table 15: Units by Rent

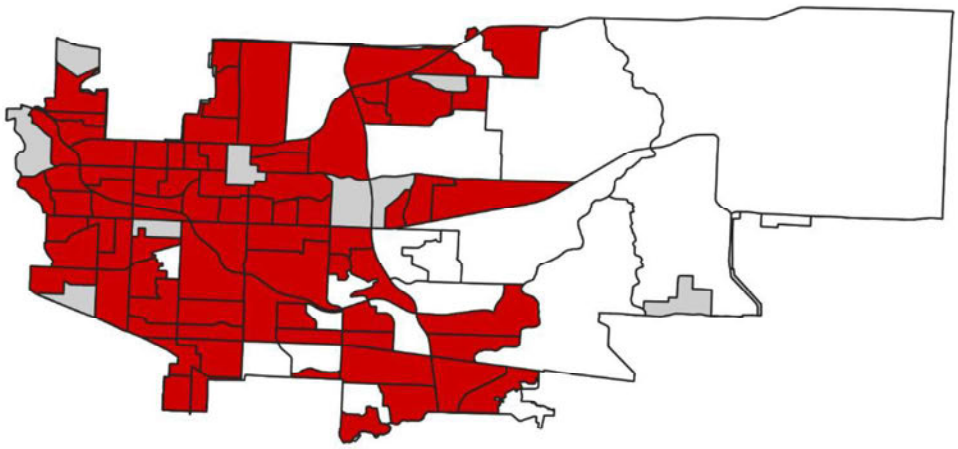
Rent	Units		Rent	Units
$0-99	70		$650-699	784
$100-149	0		$700-749	950
$150-199	108		$750-799	710
$200-249	202		$800-899	2,328
$250-299	194		$900-999	2,332
$300-349	171		$1000-1249	4,763
$350-399	205		$1250-1499	3,105
$400-449	240		$1500-1999	1,956
$450-499	225		$2000-2499	262
$500-549	123		$2500-2999	9
$550-599	292		$3000-3499	0
$600-649	408		$3500-5000	10

Appendix B: Maps

CDBG Eligible Tracts / Block Groups

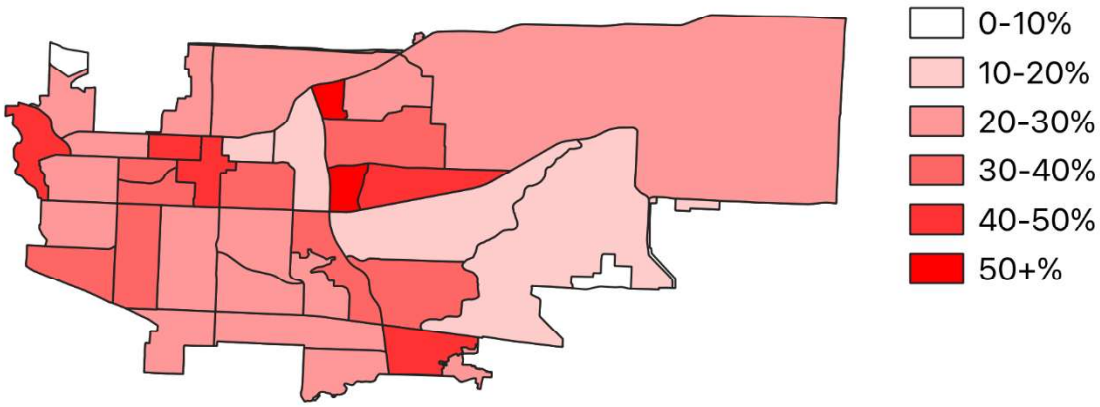
Census tracts and Block Groups that have at least 50% of households with income less than 80% of HAMFI. Household income taken from 2019-2023 ACS, HAMFI taken from 2023 HUD calculations.



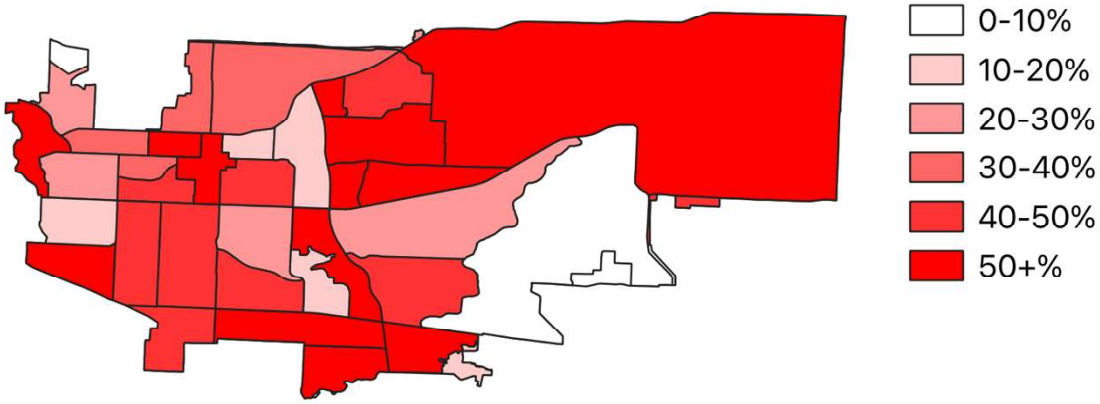


Housing Problems

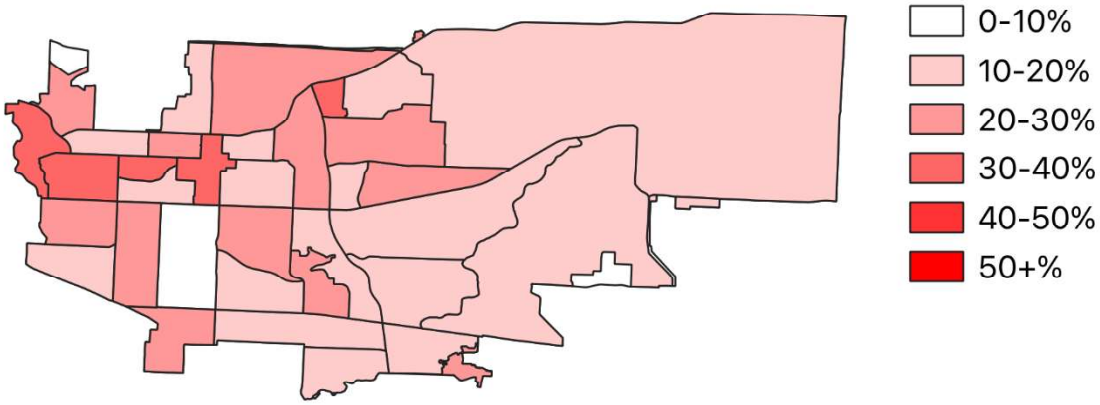
All Households



Renter Households

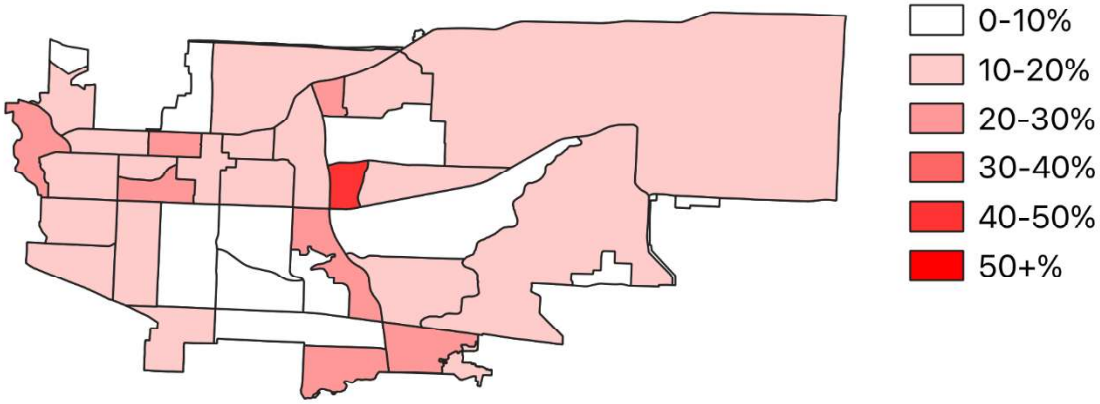


Homeowner Households

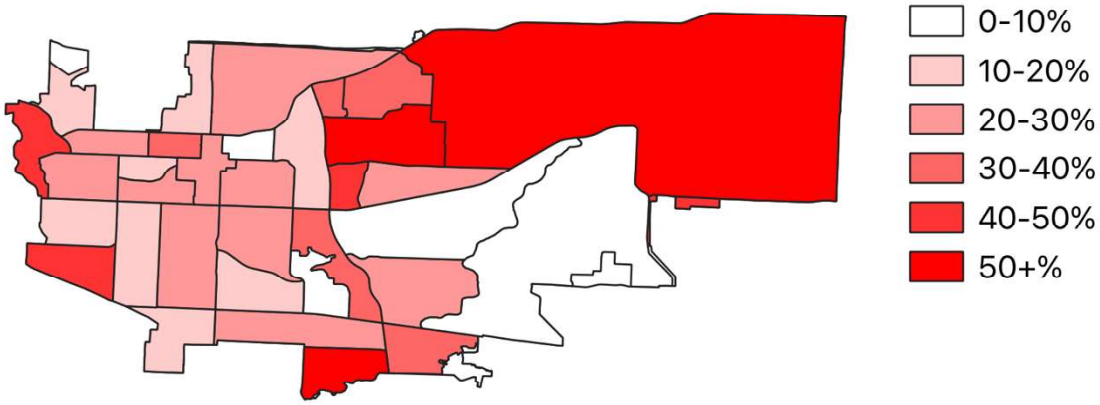


Severe Housing Problems

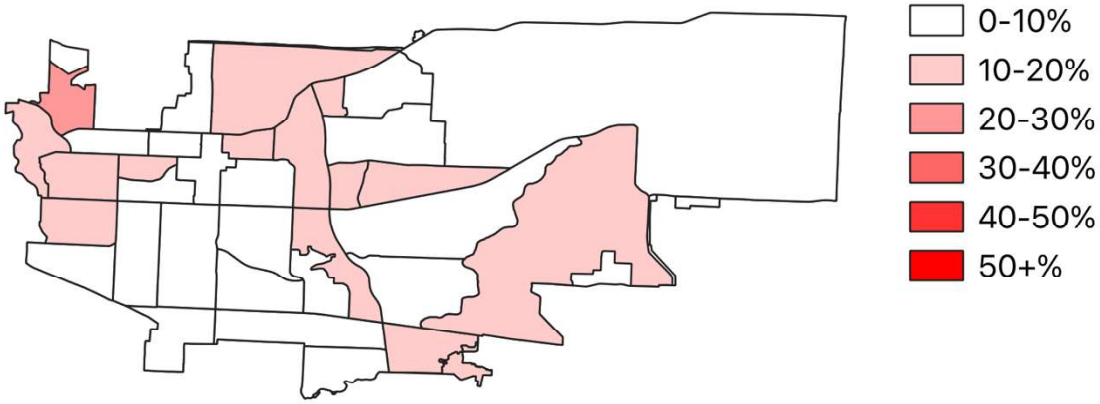
All Households



Renter Households

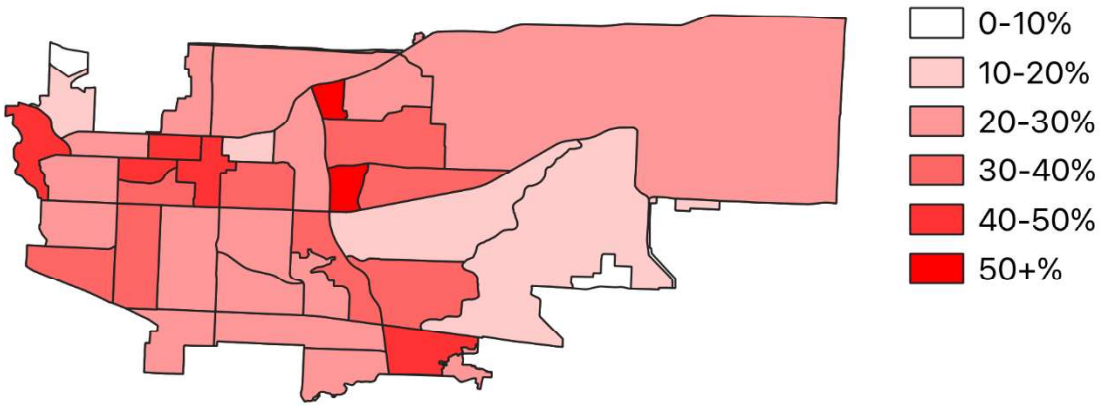


Homeowner Households

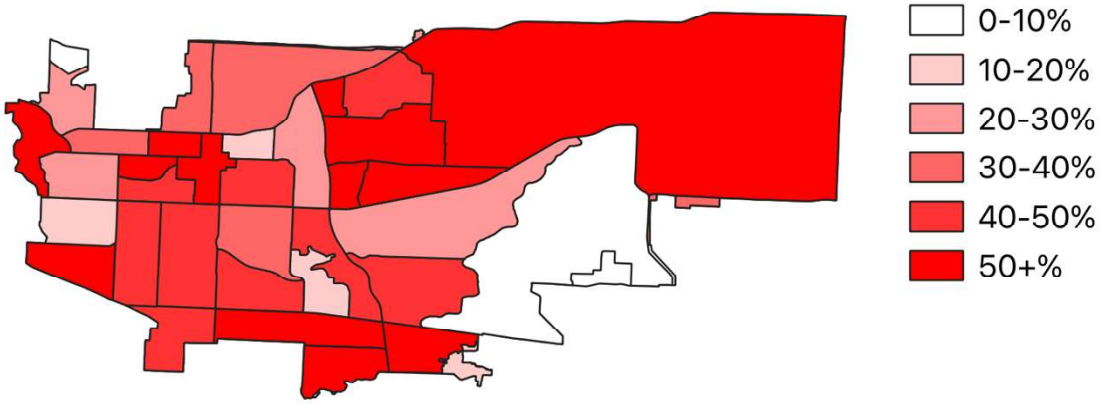


Cost Burden > 30%

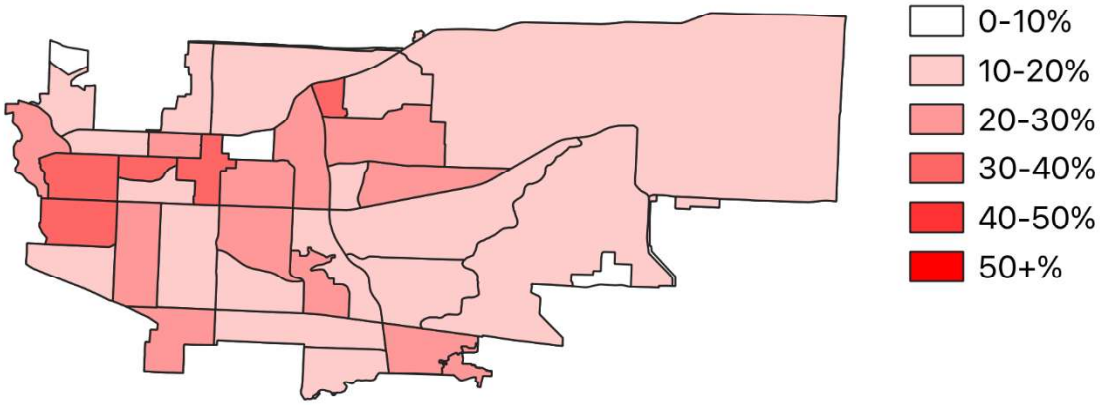
All Households



Renter Households

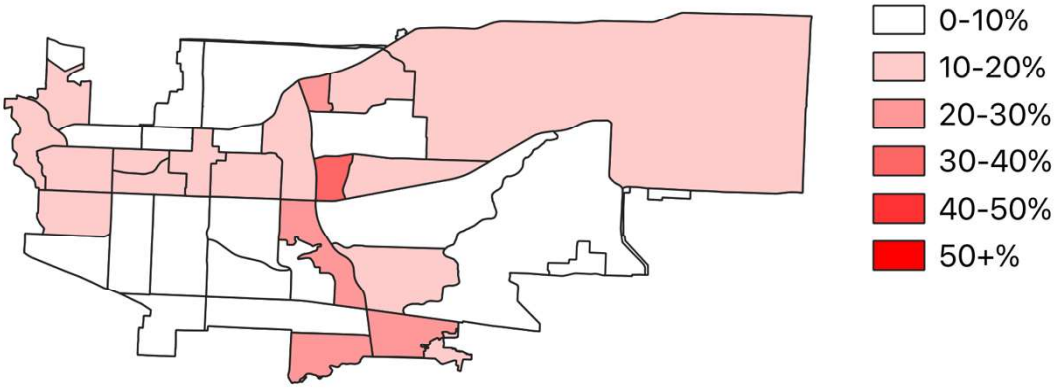


Homeowner Households

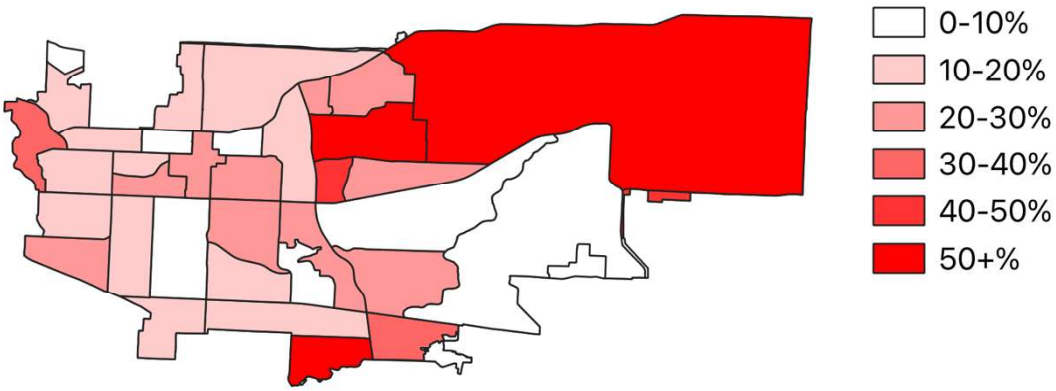


Cost Burden > 50%

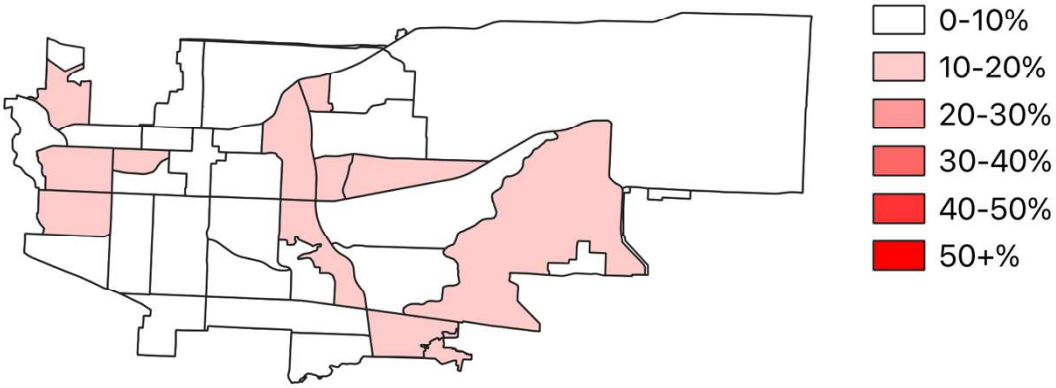
All Households



Renter Households

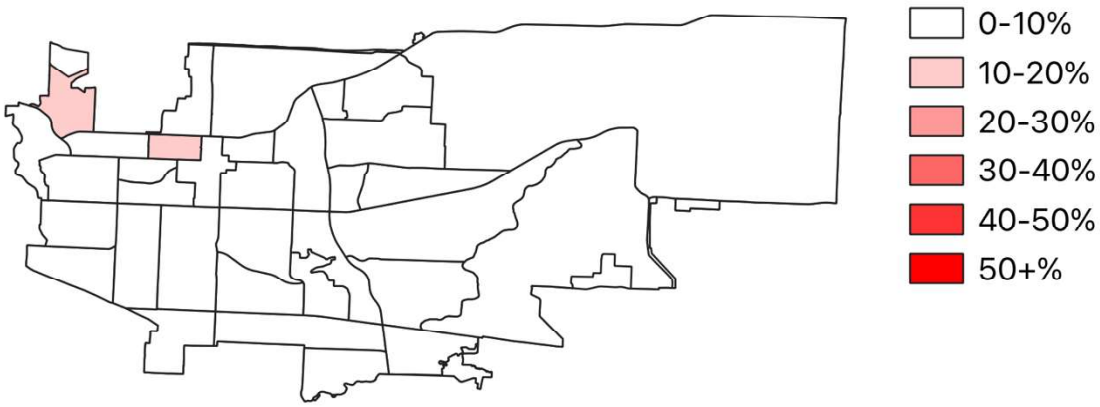


Homeowner Households

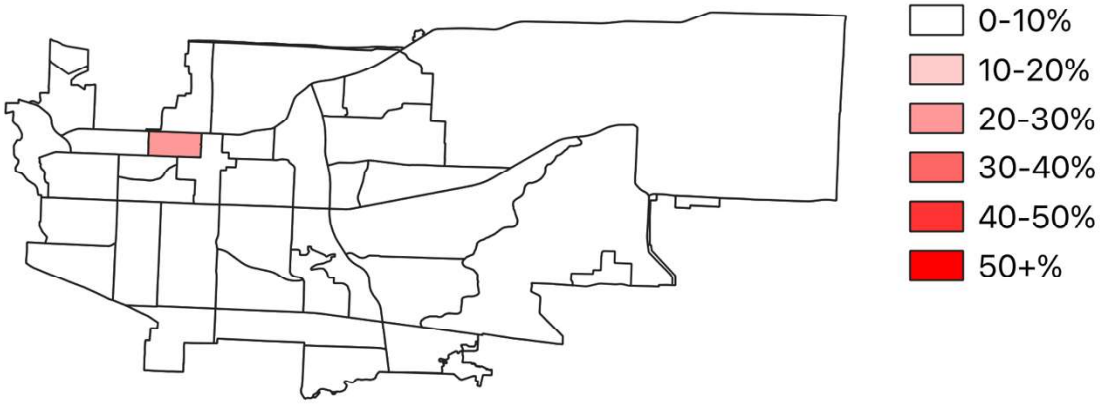


Substandard Housing

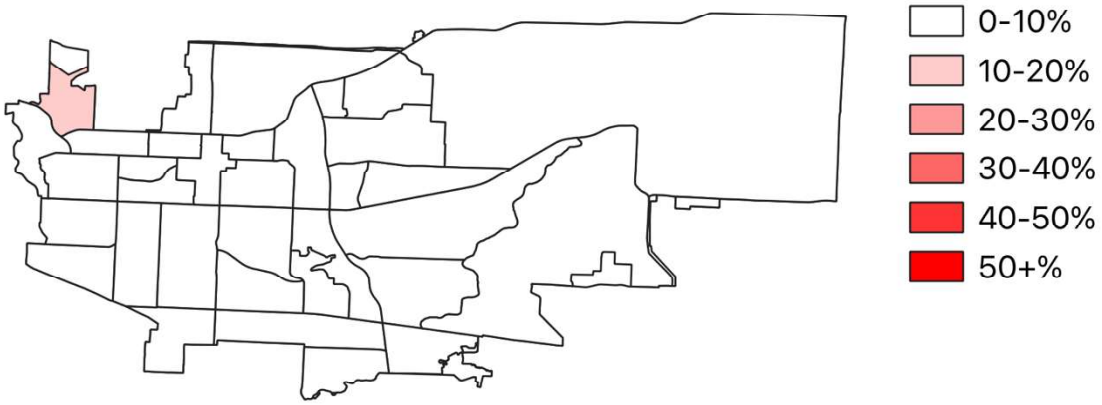
All Households



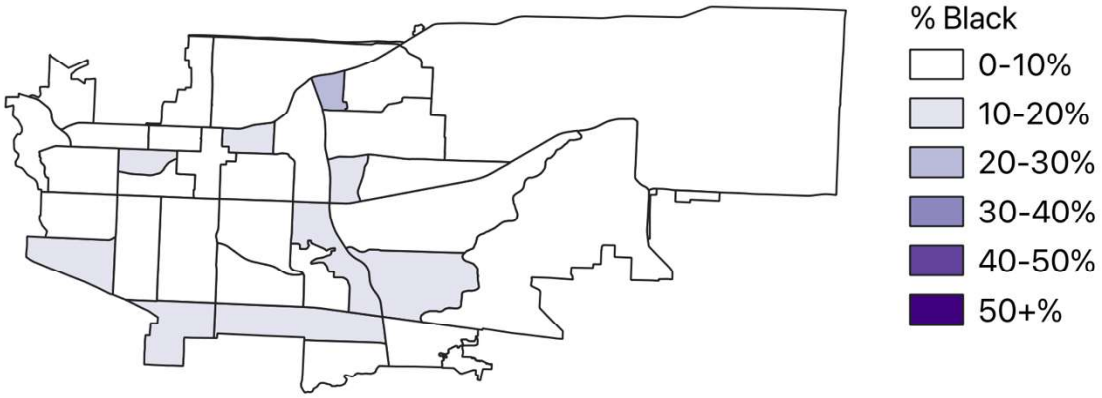
Renter Households

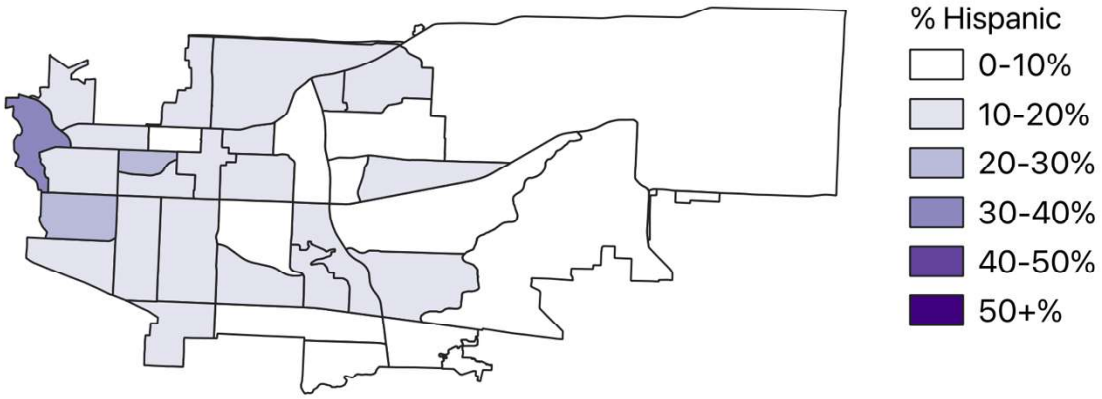


Homeowner Households

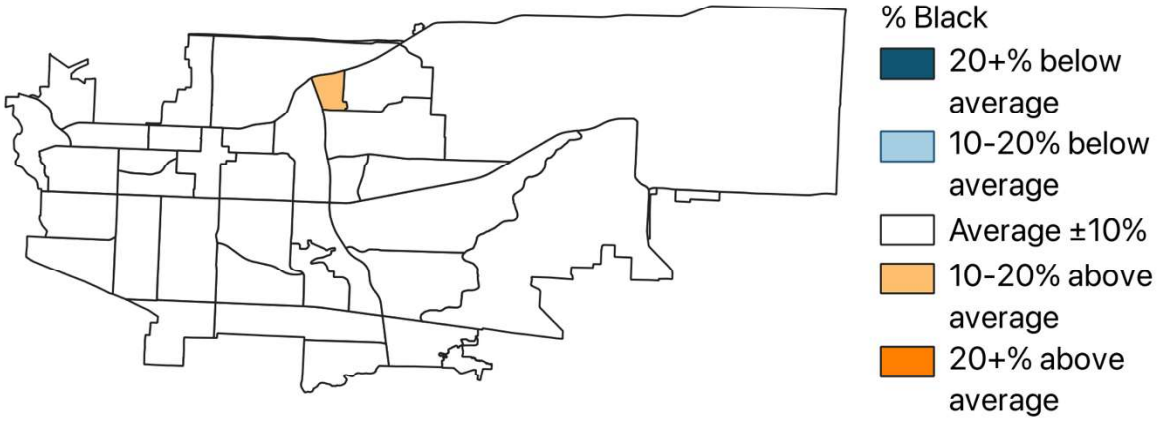


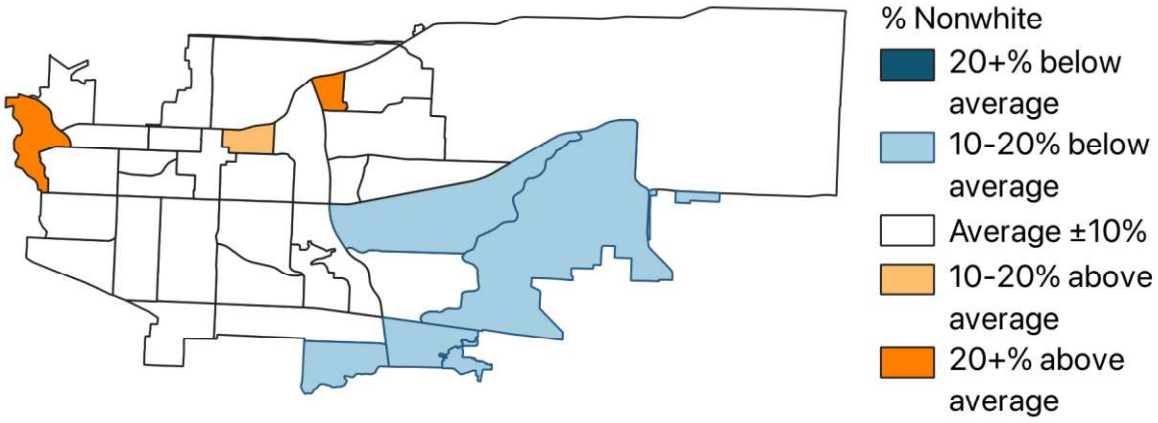
Demographics – percentage of population

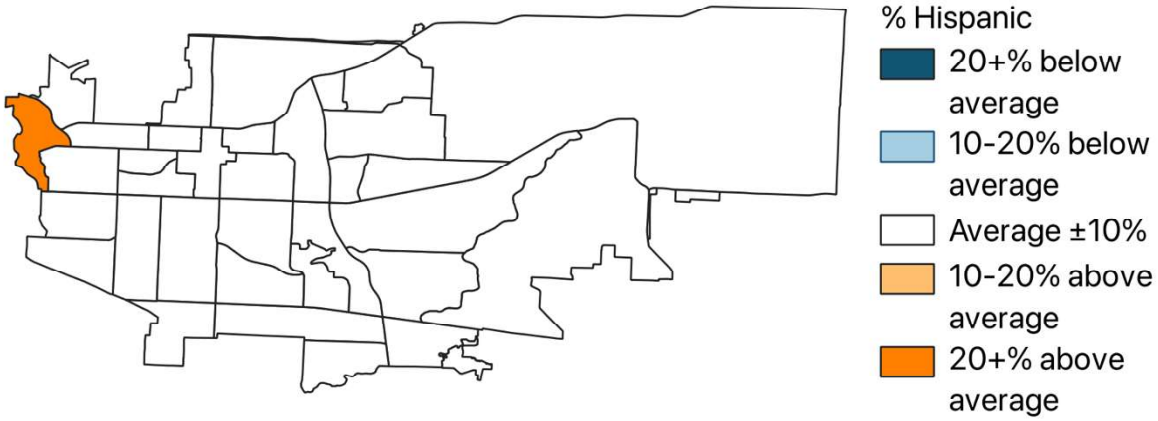




Demographics – concentration

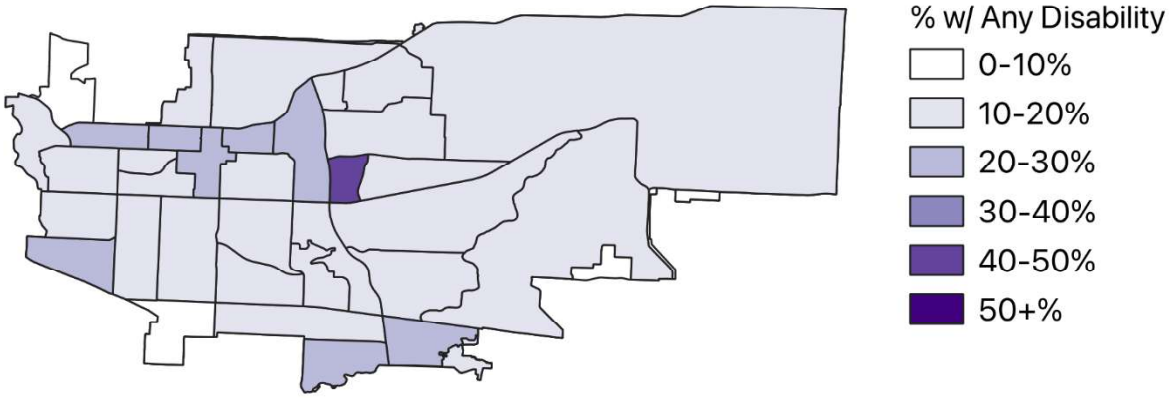




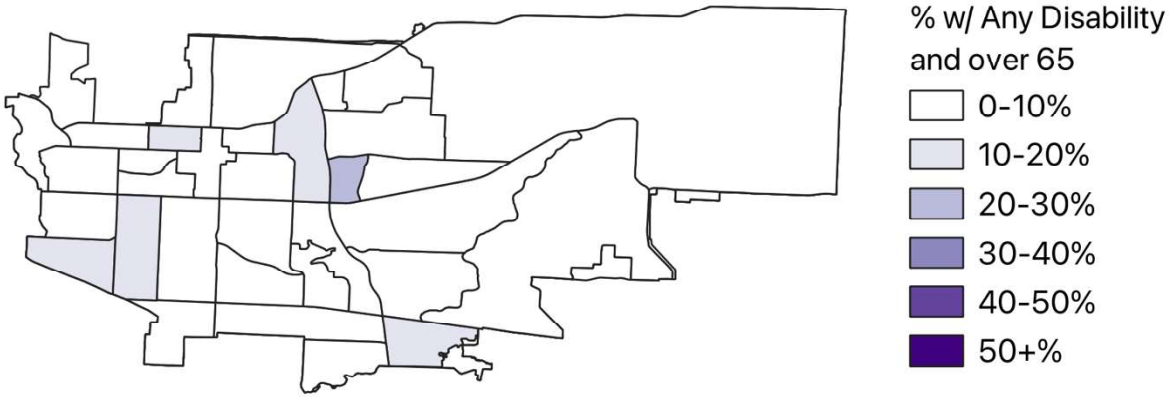


Disability (any)

All Ages

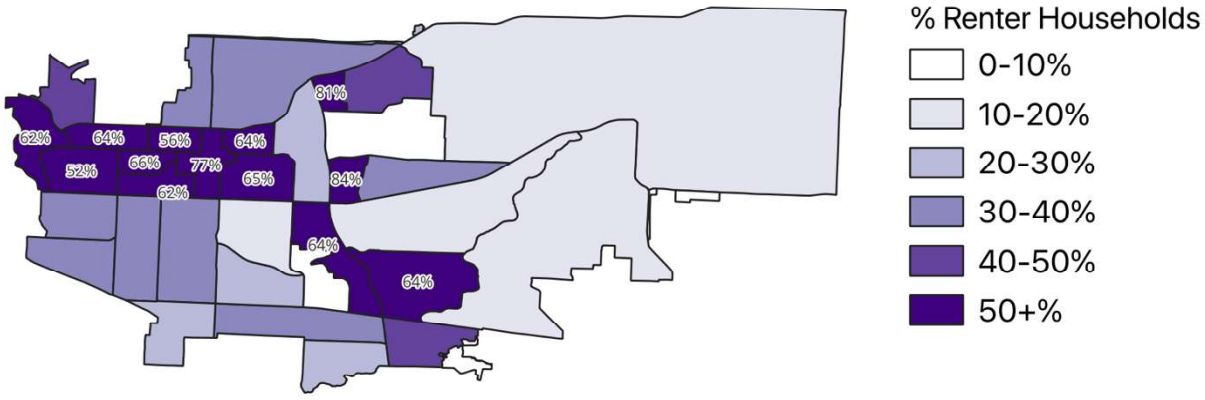


Seniors

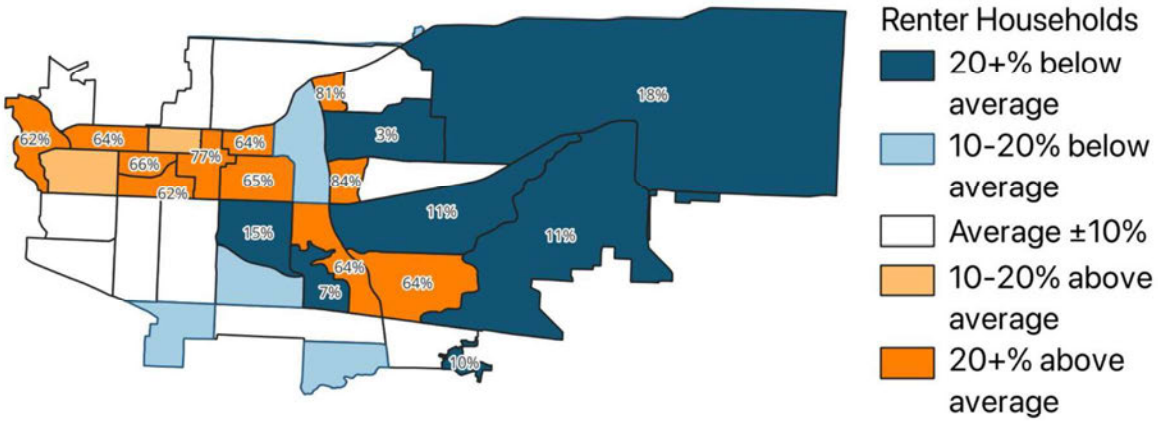


Tenure

Renters households as a percentage of all households.

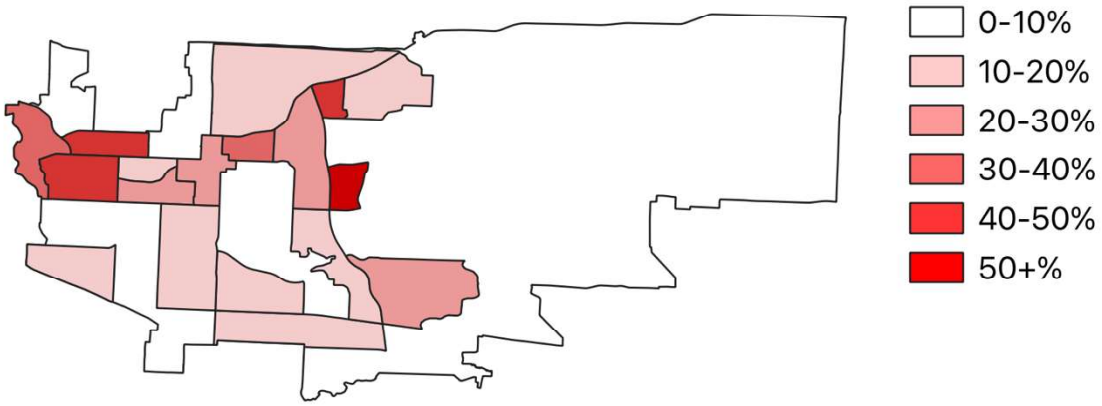


Tracts with concentrations of rental units or homeownership compared to the citywide average.



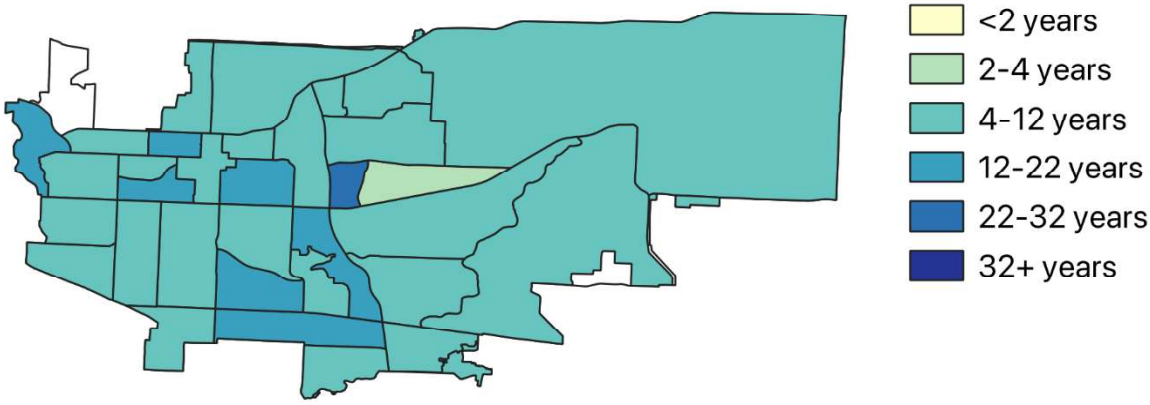
Increase in the percent of rental units by census tract. These appear to be the result of investors buying single-family units and converting them to rentals, rather than new

construction of apartment complexes.

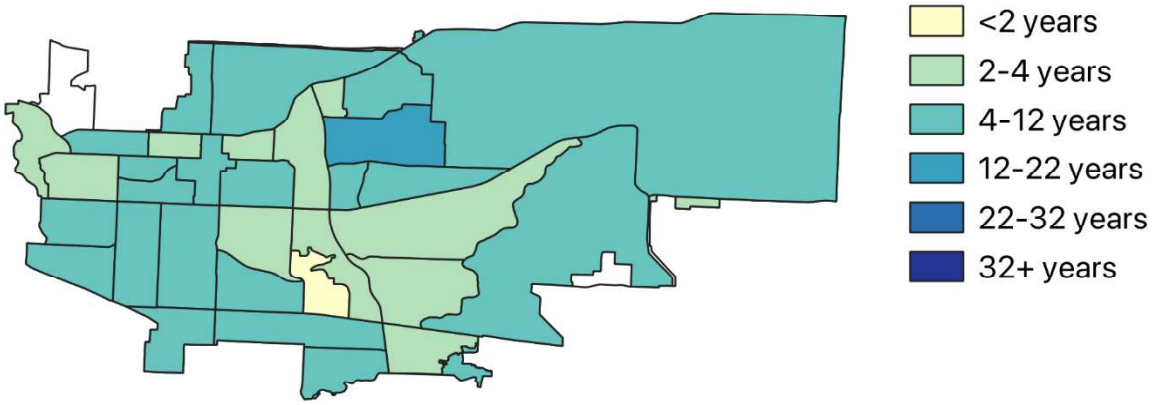


Years at current residence

Owners



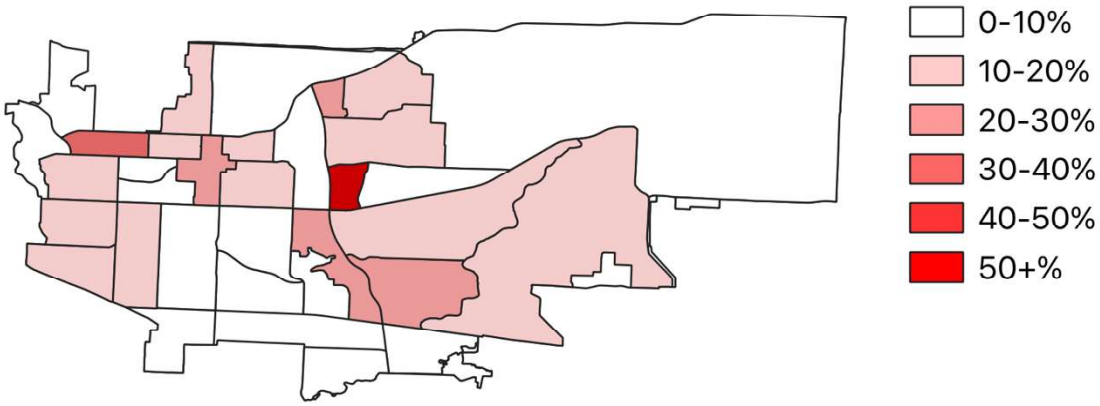
Renters



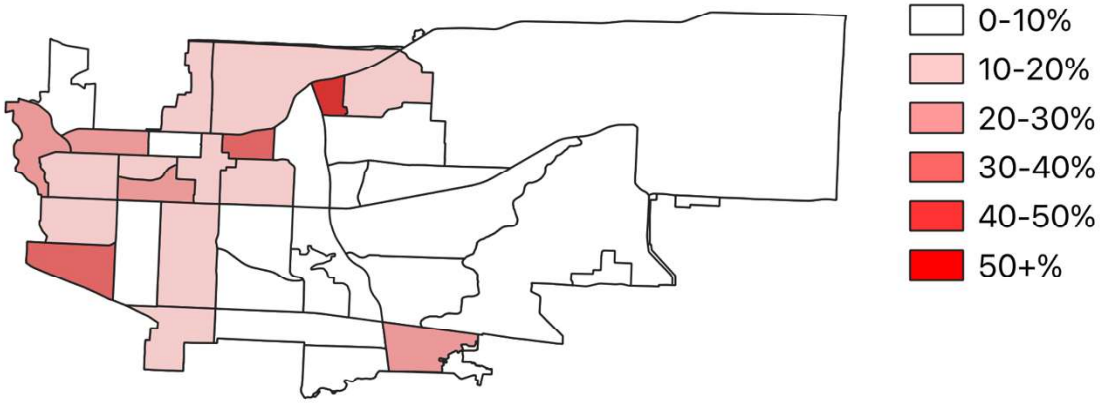
Income

Unemployment rate

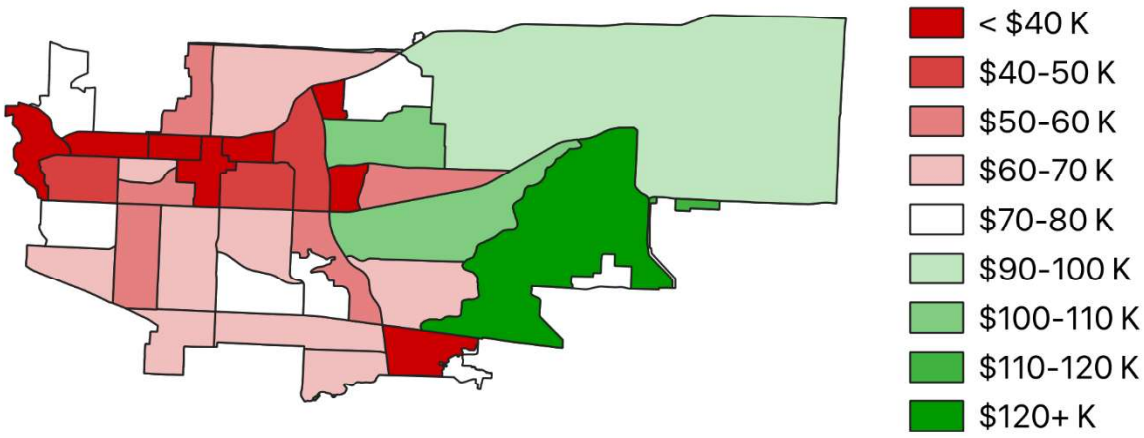
(note, legend is wrong. It should be in 5% increments.)



Poverty rate



Median Household Income



Appendix C: Community Meeting Notes

Homelessness Roundtable Discussion: Monday, November 17, 2025

CEW Advisors hosted a Homelessness Roundtable Discussion on Nov. 17, 2025, which was attended by the Continuum of Care and staff from Community Services League, Salvation Army Crossroads Shelter, Truman Habitat for Humanity, and the Independence School District. Meeting had 8 participants.

Summary of Key Themes and Topics

1. Growth and Changing Characteristics of Homelessness

Participants consistently noted that homelessness has increased in recent years, particularly since the COVID-19 pandemic. Several shifts in the population experiencing homelessness were highlighted:

- More first-time homelessness, especially among:
    - Seniors
    - Working families
    - Single mothers
- Individuals are being priced out of housing they previously could afford.
- Families and seniors were identified as populations experiencing the fastest growth in homelessness.
- There is also migration of homeless individuals from Kansas City into Independence, partly due to encampment clearances and urban policies in preparation for the 2026 FIFA World Cup.

Local providers emphasized that urban homelessness is increasingly shifting into suburban communities, bringing populations with higher service needs and acuity.

2. Housing Affordability as the Core Driver

The dominant theme throughout the meeting was that housing affordability is the primary driver of homelessness.

Key factors discussed included:

- Rapidly rising rents and housing costs
- Security deposits increasing (often two months' rent instead of smaller deposits in the past)
- Low wages relative to housing costs
- Limited availability of affordable rental units

Participants noted a compression effect in the housing market:

- Middle-income households now occupy units previously affordable to low-income households
- Low-income households are pushed out of the housing market entirely.

3. Insufficient Homeless Services and Infrastructure

Participants identified major gaps in the homelessness response system in Independence.

Key points:

- Very limited emergency shelter capacity
- Crossroads Family Shelter (the primary family shelter) has only 15 units
- The shelter reports approximately 300 people turned away each month due to lack of capacity.

Other services identified include:

- Domestic violence shelter (Hope House)
- Hillcrest housing programs
- Housing Authority public housing developments
- Outreach programs and prevention services

Despite these programs, providers emphasized that service capacity is far below demand.

4. Longer Shelter Stays and Limited Housing Exits

Participants reported that individuals are remaining in shelters longer than in previous years.

Contributing factors include:

- Lack of affordable housing to transition into
- Transportation barriers limiting employment opportunities
- Insufficient childcare and employment supports
- Reduced public transit availability

Even individuals with stable employment struggle to secure housing within the time limits of transitional programs.

5. Increasing Demand for Homelessness Prevention

There was significant emphasis on the need for homelessness prevention programs. Indicators of households at risk include:

- High housing cost burden
- Rent or utility arrears
- Medical debt or medical crises
- Households doubling up
- Eviction risk

Organizations reported 30 requests for assistance for every one household that can be helped due to limited funding.

Emergency assistance programs commonly require $3,800–$5,000 on average to stabilize a household experiencing housing instability.

6. Structural Failures Across Systems

A major theme was that homelessness often results from failures across multiple social systems. Participants described homelessness as the point where "vulnerable populations collide with broken systems." Systems contributing to homelessness include:

- Foster care transitions
- Reentry from incarceration
- Healthcare system discharges
- Housing instability after medical crises
- Public assistance eligibility barriers

Participants noted that many systems discharge individuals directly into homelessness, including hospitals and correctional institutions.

7. Health Issues and Medical Vulnerability

Health conditions were identified as both a cause and consequence of homelessness. Key issues discussed:

- Long-term health impacts of COVID-19
- Chronic illness and disability
- Lack of access to medications or refrigeration for medication
- Medical debt
- Hospital discharges to homelessness

Providers noted that medical crises can quickly lead to loss of housing, particularly when individuals are unable to work or pay rent during recovery periods.

8. Immigration and Language Barriers

School district representatives reported:

- A significant increase in Spanish-speaking families
- Many families experiencing doubled-up housing situations

These households often remain in unstable housing situations for extended periods because affordable housing options are unavailable.

9. Limited Transportation and Economic Opportunities

Participants emphasized that transportation barriers compound housing instability. Challenges include:

- Reduced bus service
- Limited access to jobs outside immediate neighborhoods
- Lack of childcare and affordable daycare

These issues make it difficult for individuals to maintain employment and transition out of homelessness.

10. Local Policy and Funding Concerns

Several participants expressed frustration with local policy approaches and funding allocation, including:

- Fragmented distribution of CDBG funding ("sprinkle approach")
- Lack of strategic investment in housing infrastructure
- Limited staffing and planning capacity within the city government
- Resistance to affordable housing development due to neighborhood opposition

Participants stressed that political will and community resistance remain major barriers to expanding affordable housing.

11. Need for a Full Housing Continuum

A central conclusion of the discussion was that the community lacks housing options across the full continuum, including:

- Emergency shelter
- Transitional housing
- Rapid rehousing
- Permanent supportive housing
- Affordable rental housing
- Homeownership pathways

Without this continuum, individuals often cycle repeatedly through homelessness or housing instability.

Palmer Senior Center Roundtable Discussion: Monday, November 17, 2025

CEW Advisors hosted a Seniors Roundtable Discussion on Nov. 17, 2025, which was attended by staff from the Palmer Center and seniors who participate in programs at the center. Meeting had 7 participants.

Summary of Key Themes and Topics

1. Transportation as the Most Significant Barrier

Transportation emerged as the dominant concern affecting seniors' ability to access services, healthcare, and social activities. Key issues discussed included:

- Reduction of local bus service: The previous local route system was largely eliminated, leaving only a limited line connecting to Kansas City.
- Replacement rideshare program (IRIS):
  - Costs about $6 per ride
  - Requires pickup at bus stops rather than home pickup
  - Considered unreliable and difficult for seniors to use.
- Paratransit services exist but are difficult to access, requiring:
  - multi-page applications
  - physician certification
  - weeks of processing time.
- The senior center previously offered transportation but discontinued it due to funding constraints, staffing needs, and insurance requirements.

Because of these barriers, many seniors:

- rely on friends or family for rides
- are unable to regularly attend the senior center
- struggle to reach grocery stores, medical appointments, or other services.

Transportation was repeatedly identified as the most urgent service gap.

2. Housing Affordability and Limited Senior Housing Options

Participants discussed several housing challenges affecting older adults:

Rising Housing Costs

- Seniors living on fixed incomes struggle with increasing rent, property taxes, and utilities.
- Rent increases have made it difficult for seniors to remain in apartments.

Limited Downsizing Options

- Many seniors would prefer smaller apartments or condos that require less maintenance, but such housing options are limited.
- As a result, seniors may remain in homes that are too large or difficult to maintain.

Waiting Lists for Affordable Senior Housing

- Income-restricted senior apartments often have long waiting lists.

Income Qualification Gaps

Some seniors:

- earn too much to qualify for subsidized housing
- but too little to afford market-rate housing.

This “middle gap” creates housing instability for some older residents.

3. Aging in Place Challenges

Participants discussed challenges that arise as seniors try to remain in their homes: Common needs include:

- home repairs
- yard maintenance
- snow removal
- installation of accessibility features (grab bars, mobility modifications).

However, programs that previously assisted with home modifications have lost funding or ended, reducing available support.

Maintaining homes becomes increasingly difficult without:

- family assistance
- financial resources
- community support services.

4. Importance of the Senior Center

The Palmer Senior Center was described as an important hub for socialization, activities, and meals. Typical usage includes:

- 60–70 people attending lunch daily
- higher attendance during special events or holidays.

Services and activities include:

- exercise classes and pickleball
- social events and trips
- games and clubs
- community meals.

Participants emphasized that social connection and fellowship are major benefits, particularly for seniors living alone. However, many seniors cannot access the center because of transportation limitations.

5. Healthcare Access Challenges

Several healthcare access issues were identified:

- Difficulty finding primary care physicians, especially those accepting Medicare.
- Long wait times for appointments due to physician shortages.
- Limited access to specialists or preferred providers.
- Managed-care Medicare plans offer services but restrict provider choice.

Participants also noted that dental services and specialized care are often harder to access.

6. Assistance Programs and Financial Pressures

Participants discussed several financial pressures affecting seniors:

Property Taxes

- Jackson County offers a property tax freeze program for seniors, but awareness of the program appears limited.

Fixed Income Constraints

Seniors often face:

- rising utility costs
- large annual property tax bills
- unexpected expenses such as car repairs.

These expenses can disrupt household budgets and reduce the ability to meet basic needs.

7. Food Access and Basic Needs

Some seniors rely on:

- Meals on Wheels

- food pantry resources
- community meal programs.

While food insecurity was not described as widespread among attendees, staff reported regular requests for food assistance referrals.

8. Outreach and Awareness Challenges

The senior center distributes newsletters and maintains a website, but many seniors remain unaware of available programs. Barriers include:

- reliance on digital communication
- limited technology use among seniors
- lack of direct outreach to isolated residents.

Staff expressed interest in improving outreach methods to reach more seniors in the community.

Disability Housing and Service Needs: Wednesday, November 19, 2025

CEW Advisors hosted a Roundtable Discussion with the senior leadership team of The Whole Person on Nov. 19, 2025 to discuss the housing and supportive service needs of persons with disabilities, the programs and services offered by the agency for residents of the city of Independence, and fair housing issues related to persons with disabilities. Meeting had 9 participants.

Summary of Key Themes and Topics

1. Shortage of Accessible and Affordable Housing

Participants consistently emphasized that accessible housing for individuals with disabilities is in short supply in the Independence/Kansas City region. Key issues raised include:

- Limited supply of accessible apartments, particularly for seniors and individuals with disabilities.
- Existing units are rarely vacated, leading to long wait times.
- Demand exceeds supply, especially for:
    - seniors
    - individuals with mobility impairments
    - people transitioning from homelessness or institutional settings.
- Independence is viewed as relatively affordable, attracting individuals seeking lower housing costs.

Participants noted that housing demand is overwhelming for service providers and that additional accessible units are needed across the region, not just in Independence.

2. Demand from Homeless Individuals and Institutional Transitions

A significant portion of housing requests come from:

- individuals experiencing homelessness
- individuals leaving nursing homes
- individuals seeking to return to Independence after losing housing.

Participants noted:

- Many individuals request assistance returning to Independence because of family connections, familiarity, or perceived affordability.
- Independence itself lacks homeless shelters, which pushes individuals toward Kansas City for emergency housing.

The discussion highlighted a broader regional issue where smaller or suburban communities rely on larger cities to provide shelter and services, resulting in system congestion.

3. Home Modification Needs

Specific home modifications are needed to allow people to remain in their homes by making accessibility improvements. Typical modifications include:

- wheelchair ramps
- widened doorways
- grab bars
- accessibility improvements to bathrooms
- relocating appliances such as washers/dryers to accessible floors.

There is often a waitlist for home modifications. Participants emphasized that home modification is often a cost-effective alternative to institutional care or relocation.

4. Need for Wraparound Support Services

Housing alone is not sufficient for many individuals with disabilities. Participants emphasized the need for comprehensive supportive services, including:

- in-home care (Consumer Directed Services – CDS)
- benefits counseling (SSI/SSDI)
- medical equipment access
- meals and food support
- transportation assistance
- employment services
- independent living skills training
- peer support groups
- nursing home transition services.

Service providers primarily refer clients to other agencies, acting as a coordination hub rather than directly delivering most services.

5. Barriers to Accessing Services

Participants identified several systemic barriers that limit service access for people with disabilities:

Lack of Information

Many individuals do not know:

- where to access housing programs
- how to apply for benefits
- what services are available.

Limited internet access and unfamiliarity with government programs further complicate navigation.

Complex Eligibility Systems

Programs such as Medicaid-funded in-home services require multiple eligibility determinations through different state agencies, creating administrative challenges.

Transportation Barriers

Transportation is a major issue, particularly in Independence:

- limited bus routes
- new housing developments built far from transit
- reliance on cars or rideshare services.

These barriers make it difficult for individuals without vehicles to access essential services.

6. Accessibility and Infrastructure Challenges

Independence was described as an older city with aging infrastructure, likely to have ADA compliance challenges, especially regarding sidewalks, curb cuts, and older buildings. Examples of accessibility issues included:

- disabled individuals unable to access public buildings or community rooms
- insufficient accessible parking
- lack of accommodation in public facilities.

These issues sometimes lead to fair housing complaints or ADA concerns.

7. Fair Housing Issues

Service providers reported encountering fair housing concerns, including:

- landlords failing to maintain safe conditions
- inaccessible housing or public spaces
- discrimination against individuals with disabilities.

Complaints are typically referred to fair housing enforcement organizations, such as the National Fair Housing Alliance, when issues appear discriminatory or violate accessibility standards.

8. Regional Coordination Issues

Participants discussed how regional service systems distort data and service access, noting:

- Smaller communities often lack shelters or services.
- Individuals are sent to Kansas City for assistance.
- As a result, homelessness statistics may undercount needs in surrounding cities.

This creates an imbalance where central cities carry most of the service burden.

9. Aging Population in Independence

Independence was described as having characteristics similar to a retirement-oriented community:

- older residents
- relatively quiet neighborhoods
- lower-cost housing compared to surrounding areas.

This demographic trend contributes to growing demand for accessible housing and senior services.

BlendWell Comunidad Roundtable Discussion: Thursday, November 20, 2025

CEW Advisors hosted an in-person meeting with Community Services League @ BlendWell Comunidad during the Hispanic Food Box food-distribution program. There was a total of 19 participants in attendance, primarily Spanish speaking community residents.

Summary of Key Themes and Topics

1. Housing Affordability and Housing Conditions

Housing challenges were the dominant theme of the discussion. Many participants reported that rent prices have increased significantly, making it difficult for families, particularly single-parent / single-income households, to afford housing. As a result, many families are "doubled up" (multiple families sharing housing) to manage costs.

Participants also described poor housing conditions in many rental units, including:

- Mold, pests (roaches and rodents), and deteriorating structures
- Broken HVAC systems and plumbing issues
- Unsafe living conditions that landlords fail to repair

Several residents noted that landlords still charge fees for services such as pest control even when those services are not provided. Many tenants feel unable to complain because they fear eviction or retaliation.

Another concern was the growing role of large property management companies purchasing multiple properties. Residents reported:

- High application fees ($70+ per person)
- Multiple application fees required for different units
- Automatic payment requirements or mandatory renter's insurance
- Rent increases or additional charges without clear explanation

These barriers make it difficult for lower-income households to secure housing or relocate.

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2. Barriers to Housing Access for Immigrant and Latino Residents

Participants discussed specific barriers faced by Spanish-speaking and immigrant residents, including:

- Lack of Social Security numbers or formal documentation required for rental applications

- Difficulty providing employment documentation (pay stubs, credit history)
- High credit score requirements
- Application fees that are lost when an application is denied

Many residents reported confusion about eligibility rules, including a five-year waiting period to access certain public benefits. Some families avoid seeking assistance due to fear, uncertainty, or lack of information.

Language barriers also make it difficult for residents to understand application packets or communicate with property managers.

3. Lack of Spanish Language Access in Public Services

Participants repeatedly emphasized the lack of Spanish-speaking staff across many institutions, including:

- Schools
- City Hall
- Hospitals
- Public safety services

Residents reported that:

- Parents often rely on children to translate school communications
- City offices rarely have Spanish-speaking staff
- Hospital translation services are inconsistent or inaccurate
- Residents feel intimidated or discouraged from seeking services due to language barriers

Many residents expressed a strong desire for more bilingual staff and accessible translation services in government offices and public institutions.

4. Childcare and Family Support Needs

Childcare was identified as another major challenge. Key issues include:

- Limited availability of affordable childcare
- High costs of before- and after-school programs
- Lack of transportation to childcare facilities
- Families forced to reduce work hours or leave employment to care for children

Participants noted that childcare costs often make it difficult for single parents to remain employed.

5. Education and School System Concerns

Several education-related issues were discussed:

Language and Cultural Barriers

Parents reported that:

- Schools do not have enough Spanish-speaking staff
- Communication with teachers and administrators is difficult
- Bullying of Latino students occurs but may go unreported due to language barriers

Classroom Capacity and Resources

Participants noted:

- Large class sizes (30+ students)
- Insufficient staff for special needs students
- Overcrowded middle schools
- Teachers struggling to manage classrooms

Parents suggested hiring teacher aides or additional staff to improve classroom management and student support.

Student Safety and Discipline

Some participants raised concerns about:

- Bullying
- Vaping and drug use among students
- Suspension policies that may not effectively address behavioral problems

Suggestions included providing structured disciplinary alternatives instead of suspensions.

6. Public Safety and Policing Concerns

Many residents reported serious concerns about crime and police response, particularly in western areas of Independence.

Issues raised include:

- Gunshots heard regularly in neighborhoods
- Vandalism and theft
- Abandoned properties attracting crime
- Homeless encampments in vacant lots

Several residents reported negative experiences with police, including:

- Slow response times
- Perceived lack of interest in addressing complaints
- Lack of follow-up after incidents
- Difficulty communicating with officers

Some residents expressed that crime may be underreported because people no longer trust police responses.

7. Transportation Challenges

Participants described transportation as a significant barrier. Residents reported that bus services have been reduced or eliminated, making it difficult to:

- Travel to work
- Access childcare
- Reach services or schools

Transportation barriers also increase financial strain on families who must rely on personal vehicles or rides from others.

8. Employment Barriers

Several employment challenges were discussed:

- Jobs requiring high levels of English proficiency
- Difficulty finding work without documentation
- Limited job opportunities for Spanish speakers
- Employers requiring prior experience even for entry-level positions

Participants noted that even some Hispanic-owned businesses require strong English skills for employment.

9. Food Assistance and Basic Needs

Residents reported challenges accessing food assistance. Some working families do not qualify for benefits due to income or asset thresholds, even though their financial resources are limited by housing and living expenses.

Participants also noted that some food pantries provide food items that do not align with cultural food preferences, reducing their usefulness for Latino families.

10. Homeownership and Home Repair Needs

Participants expressed interest in programs that would:

- Help renters become homeowners

- Provide financial assistance for home repairs (e.g., roofs, decks, structural repairs)

Some homeowners also reported rising property taxes and utility costs, making it difficult to maintain their homes.

Community Services League: Staff Roundtable Discussion, Thursday, November 20, 2025

CEW Advisors hosted an in-person Roundtable Discussion with the senior leadership team of Community Services League on Nov. 20, 2025 to discuss affordable housing, homelessness, and ongoing community needs in the city. Meeting had a total of 8 participants.

Summary of Key Themes and Topics

1. Housing Instability and Risk of Homelessness

A major theme was that many households are financially fragile and at risk of homelessness. Key points:

- CSL serves approximately 3,000–4,000 households annually in Independence and about 6,000 households across the broader service area.
- Many households are one or two paychecks away from housing instability.
- Demand for rental assistance far exceeds available resources:
    - For every rental assistance award, 50–75 applications are denied.
- Waitlists for affordable housing are extremely long:
    - Housing Authority waitlist estimated around 2,000 households
    - Affordable developments such as Hawthorne Place have long waitlists
- The lack of affordable housing supply was consistently described as the primary driver of homelessness risk.

Participants emphasized that housing shortages underpin nearly all other social challenges.

2. Homelessness and Supportive Housing

The discussion highlighted the local homeless services system and supportive housing capacity. Key points:

- CSL administers Permanent Supportive Housing through the Continuum of Care (CoC).
- The organization holds leases for 155 housing units across Jackson and Wyandotte counties.
- Point-in-Time count data identified:
    - 151 unsheltered individuals in Independence
    - Service providers believe the true number may be closer to 250–500.
- Approximately 44% of homeless individuals report a disabling condition.

Participants noted that homelessness and housing instability are closely linked to income instability and health issues.

3. Affordable Housing Supply and Market Pressures

Several structural housing challenges were discussed. Key concerns include:

- Severe shortage of affordable rental housing
- Increasing corporate and investor ownership of single-family homes
- Barriers to homeownership for moderate-income households
- Long tenure in affordable units (3.5–4 years on average), limiting turnover

Participants also noted that many residents who want to purchase homes face barriers including:

- Credit history
- Down payment requirements
- Competition from cash buyers and investors

4. Workforce Development and Employment Needs

CSL described its role in career pathways and workforce training for low-income residents. Workforce services include:

- Career coaching
- Short-term job training
- Financial coaching
- Wraparound support (transportation, childcare, rental assistance)

Training programs typically last 8–16 weeks and focus on entry-level certification jobs.

High-demand industries identified

- Healthcare (especially Certified Nursing Assistants – CNAs)
- Warehousing and logistics

Key workforce challenges discussed:

- 300+ individuals waiting for training opportunities
- Only one CNA training provider in Independence
- A 3-month waitlist for CNA programs

Participants emphasized that training programs must align with regional labor market demand to ensure employment outcomes.

5. Aging Population and Healthcare Workforce Demand

Independence was described as an aging community, which creates additional workforce and housing needs. Key points:

- Demand for healthcare workers and caregivers is increasing.
- Many residents require aging-in-place support services.
- Health outcomes in some neighborhoods are poor, increasing demand for healthcare support.

This demographic trend reinforces the need for healthcare workforce training programs.

6. Language Access and Services for Immigrant Communities

Participants emphasized the rapid growth of the Hispanic population and barriers faced by Spanish-speaking residents. Key issues raised:

- Limited Spanish-speaking staff in government agencies
- Difficulty navigating housing, schools, and public services
- Lack of culturally competent translation services
- Workforce training programs often require English proficiency

Schools in some areas are now majority Hispanic, indicating significant demographic change.

7. Disability and Accessible Housing

The group discussed the housing and service needs of individuals with disabilities. Key points:

- Many disabled residents require affordable and accessible housing, which is extremely limited.
- Accessible units are scarce and waitlists are even longer than for standard affordable units.
- A significant share of homeless individuals have disabling conditions.
- Some older housing has been retrofitted for accessibility, but supply remains insufficient.

Participants also noted challenges related to cognitive disabilities, particularly navigating complex systems such as housing applications.

8. Infrastructure and Accessibility Barriers

Infrastructure conditions were identified as a significant barrier for people with disabilities. Common problems include:

- Lack of sidewalks

- Broken or missing curb ramps
- Crosswalk timing too short for people with mobility limitations
- Wheelchair users forced to travel in the roadway

Accessibility barriers were also reported in businesses, particularly:

- Lack of automatic doors
- Limited ADA accessibility in older commercial buildings

9. Transportation Limitations

Participants noted that Independence is highly car-dependent, with very limited public transportation. Consequences include:

- Difficulty accessing jobs, healthcare, and services
- Increased barriers for seniors, disabled individuals, and low-income residents
- Greater reliance on social service agencies for transportation assistance

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10. Benefits Cliff and Economic Mobility

Another challenge discussed was the benefits cliff. Many residents face situations where:

- A small wage increase causes loss of public benefits
- Households hesitate to accept raises because it could reduce overall financial stability

This creates a barrier to economic mobility and workforce advancement.

11. Knowledge of Tenant Rights and Fair Housing

Participants reported that many residents are not aware of their housing rights, including protections under the Fair Housing Act. Key concerns:

- Lack of knowledge about legal protections
- Limited access to legal assistance
- Long waitlists for legal aid services
- Fear among immigrant communities about contacting government agencies

These factors limit residents' ability to challenge potential discrimination or housing violations.

Appendix D: Community and Housing Survey Results

As part of the Needs Assessment for the City of Independence, Missouri's 2026-2030 Consolidated Plan, CEW Advisors fielded an online survey to gauge the housing, service, and infrastructure needs of the community.

The survey received 145 total responses, 139 of which were from Independence residents. The six responses from non-residents are included in the data, but the summary statistics below only use the responses from residents.

It should be noted that the survey is entirely self-reported and has no identity verification mechanism. One should assume significant response bias. Further, survey respondents were skewed older (median age 55 vs 38.4), richer (average household income $85K vs $73K) and more likely to be homeowners (76% vs 59%) than the general public in Independence.

As such, the information below should be thought of more as anecdotal information than hard data.

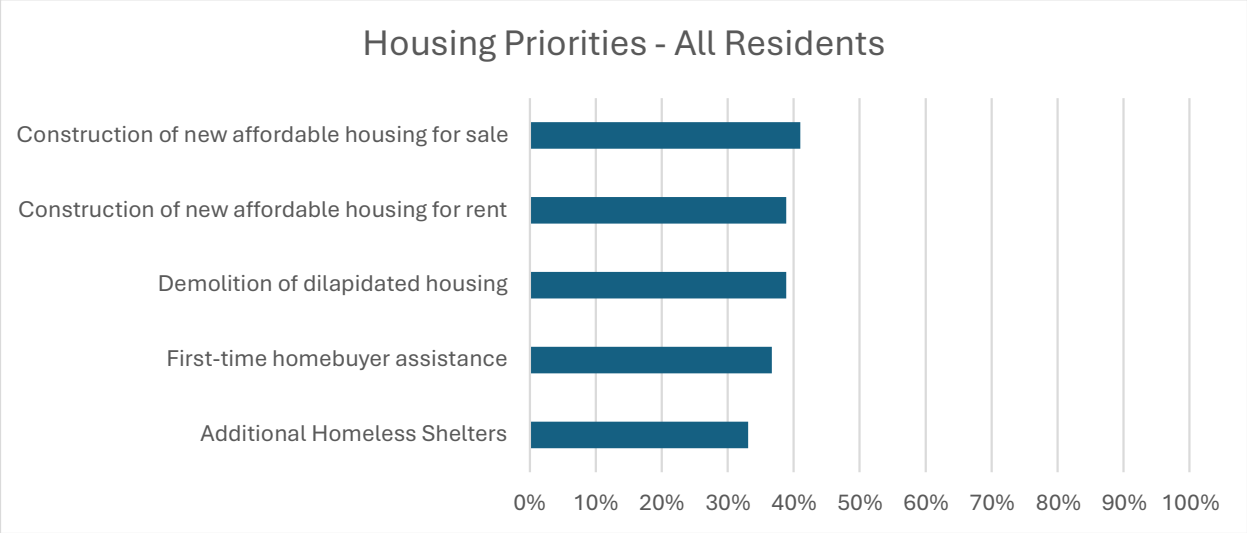
Housing Priorities

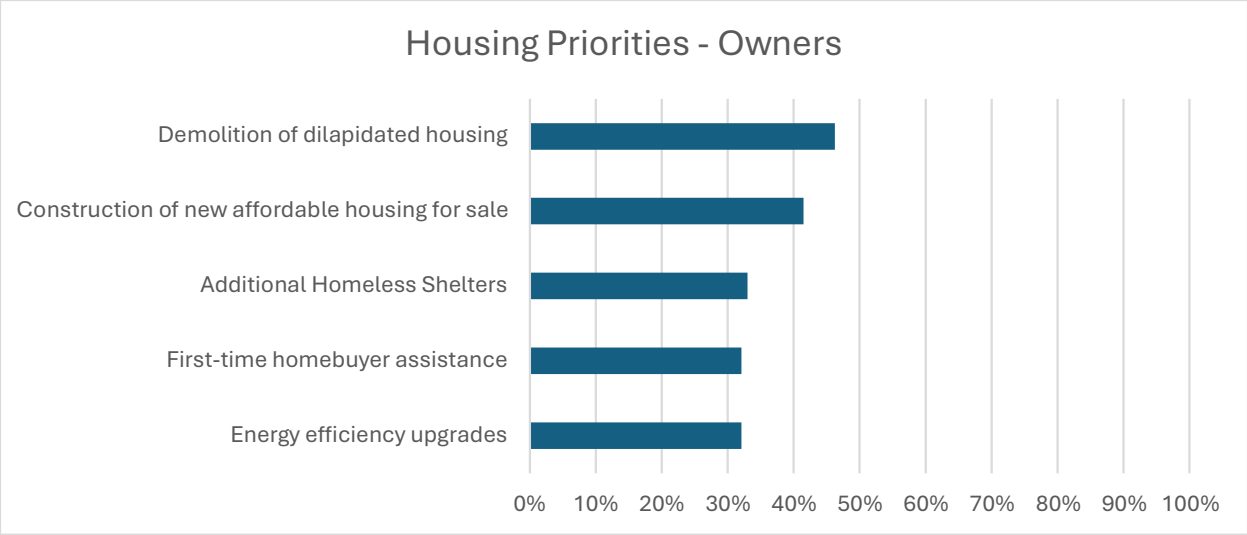
The top five housing priorities identified in the survey were:

- Construction of new affordable housing for sale
- Construction of new affordable housing for rent
- Demolition of dilapidated housing
- First-time homebuyer assistance
- Additional homeless shelters

However, the priorities varied a good deal depending on the income and homeownership status of the respondent. While all groups listed construction of new affordable housing for sale and first-time homebuyer assistance in their top five priorities, renters and LMI households were far more likely to name construction of new affordable housing for rent as their top priority. In fact, this was a priority among 72.7% of renters, where no single response was a priority among more than 46.2% of homeowner households.

Further, rent or utility assistance was named as a priority among 30.3% of renters, but did not make the list of top five priorities for homeowners.




Housing Priorities - Owners
Demolition of dilapidated housing
Construction of new affordable housing for sale
Additional Homeless Shelters
First-time homebuyer assistance
Energy efficiency upgrades
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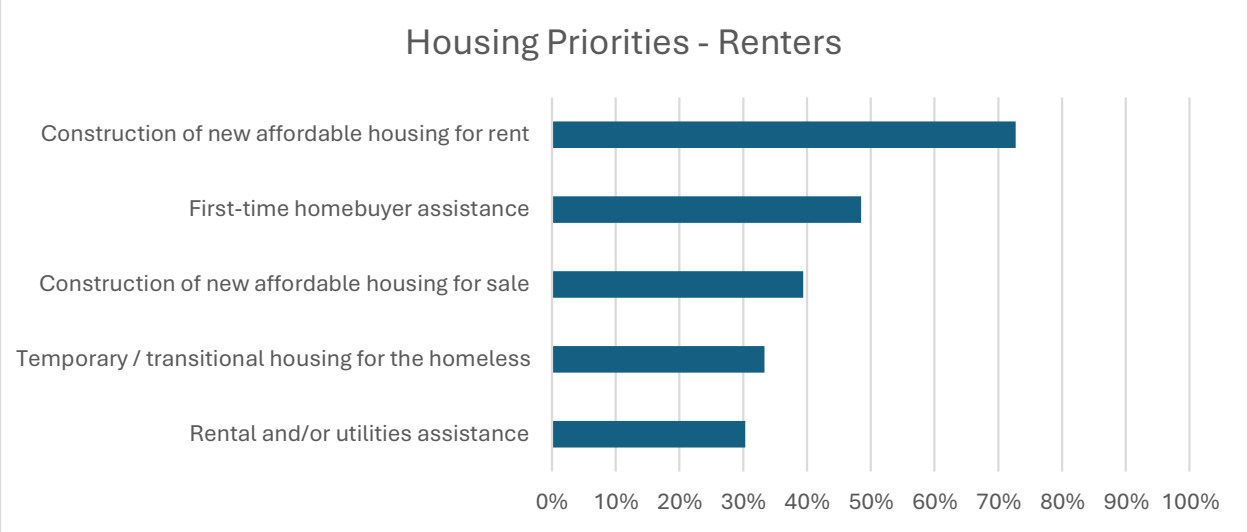
Housing Priorities - Renters
Construction of new affordable housing for rent
First-time homebuyer assistance
Construction of new affordable housing for sale
Temporary / transitional housing for the homeless
Rental and/or utilities assistance
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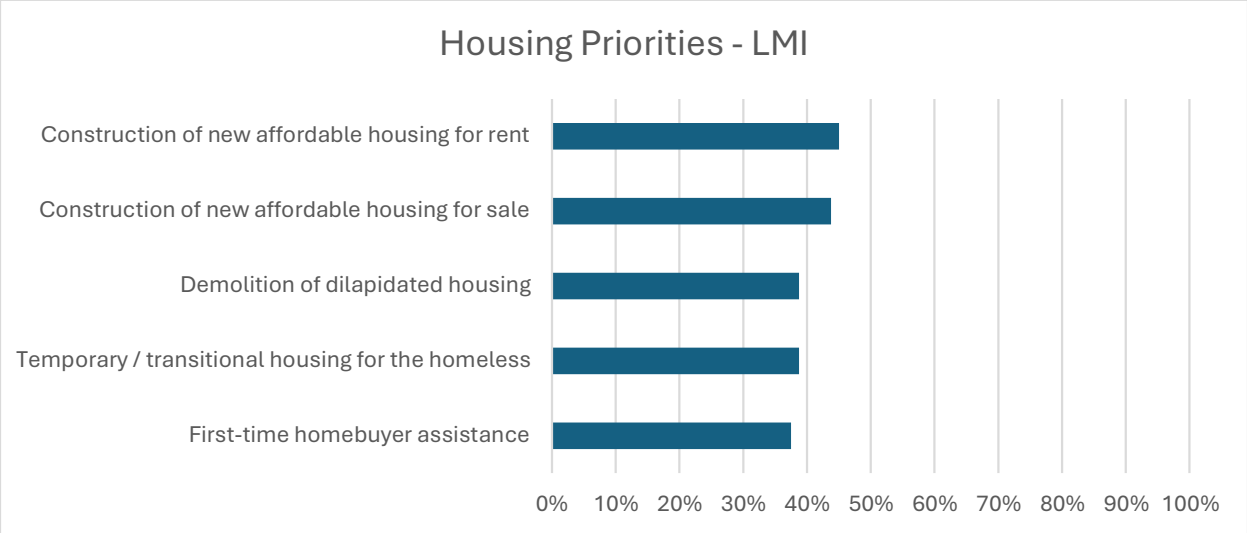
Housing Priorities - LMI
Construction of new affordable housing for rent
Construction of new affordable housing for sale
Demolition of dilapidated housing
Temporary / transitional housing for the homeless
First-time homebuyer assistance
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20%
30%
40%
50%
60%
70%
80%
90%
100%

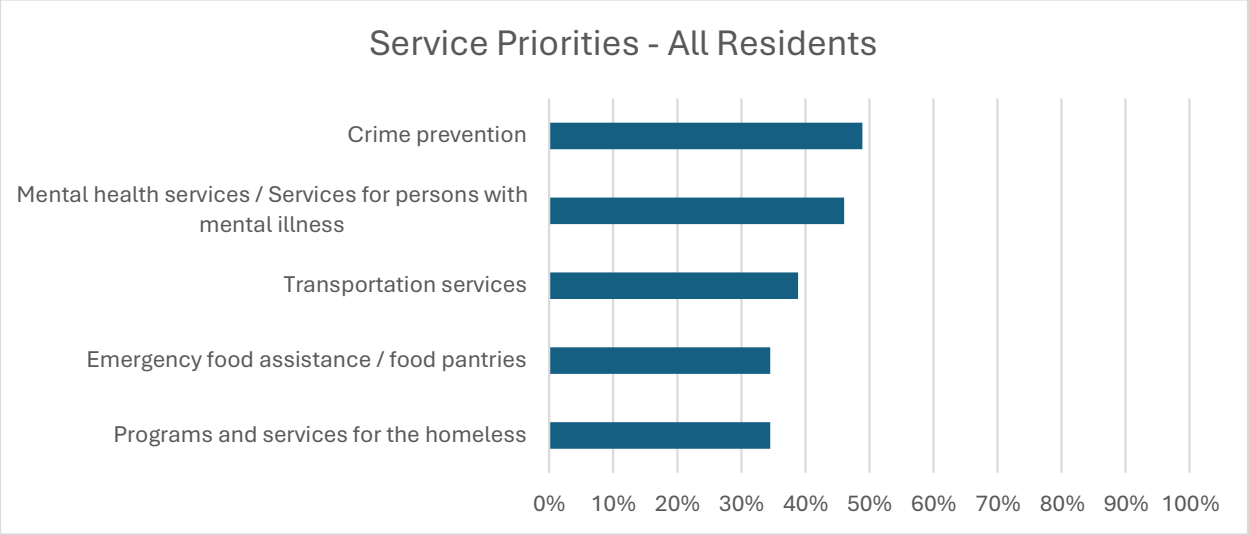
Community Service Priorities

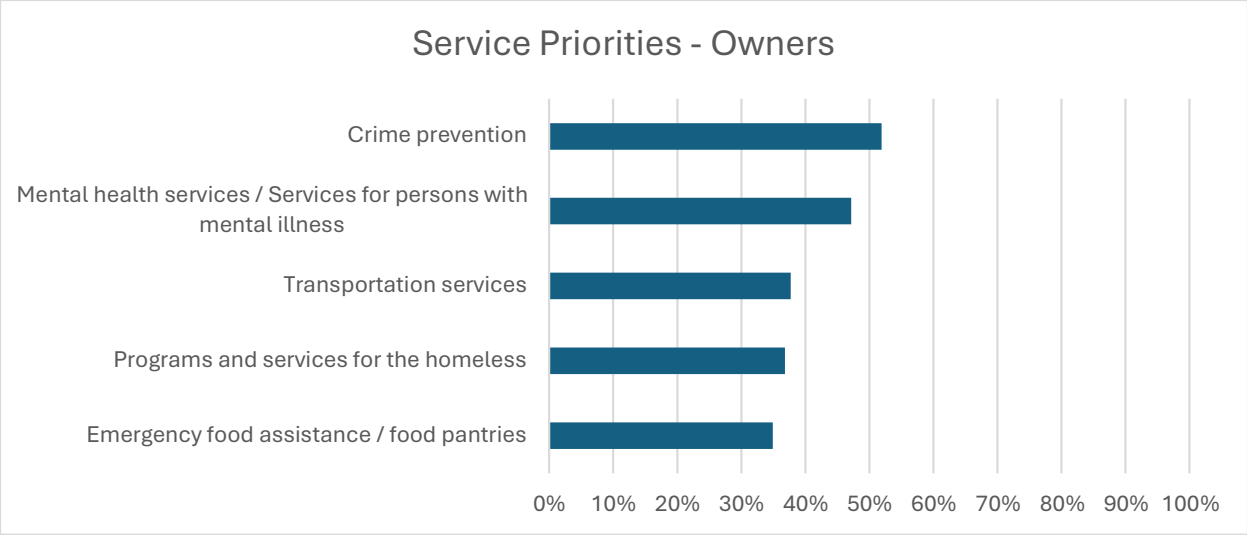
The top five housing priorities identified in the survey were:

- Crime prevention
- Mental health services
- Transportation services
- Emergency food assistance
- Programs and services for the homeless

There was much more overlap between populations in the chosen priorities. The main difference was the ordering of the top five, not which items made it in the top five.

Renters were more likely to include programs or services for the elderly in their list of top five priorities, but otherwise the priorities are generally the same between renters, owners, and LMI households.




Service Priorities - Owners
Crime prevention
Mental health services / Services for persons with mental illness
Transportation services
Programs and services for the homeless
Emergency food assistance / food pantries
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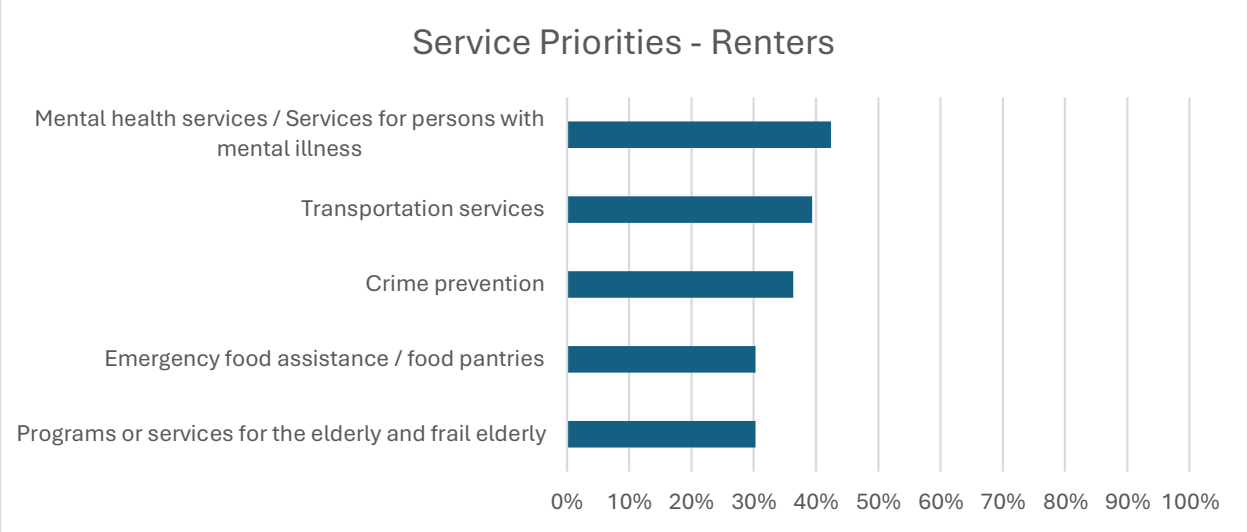
Service Priorities - Renters
Mental health services / Services for persons with mental illness
Transportation services
Crime prevention
Emergency food assistance / food pantries
Programs or services for the elderly and frail elderly
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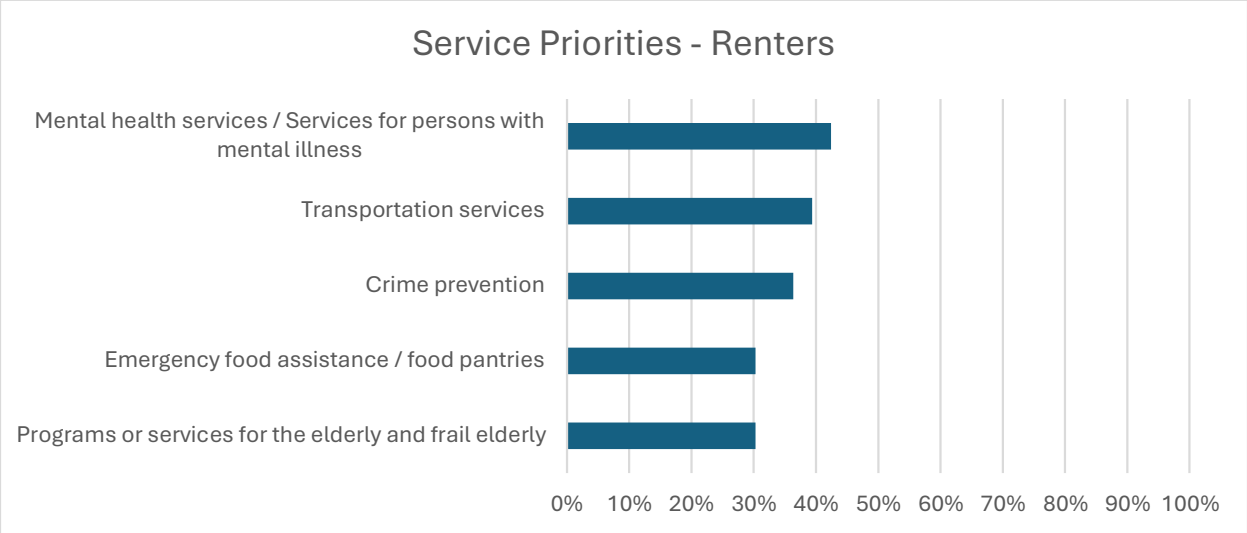
Service Priorities - Renters
Mental health services / Services for persons with mental illness
Transportation services
Crime prevention
Emergency food assistance / food pantries
Programs or services for the elderly and frail elderly
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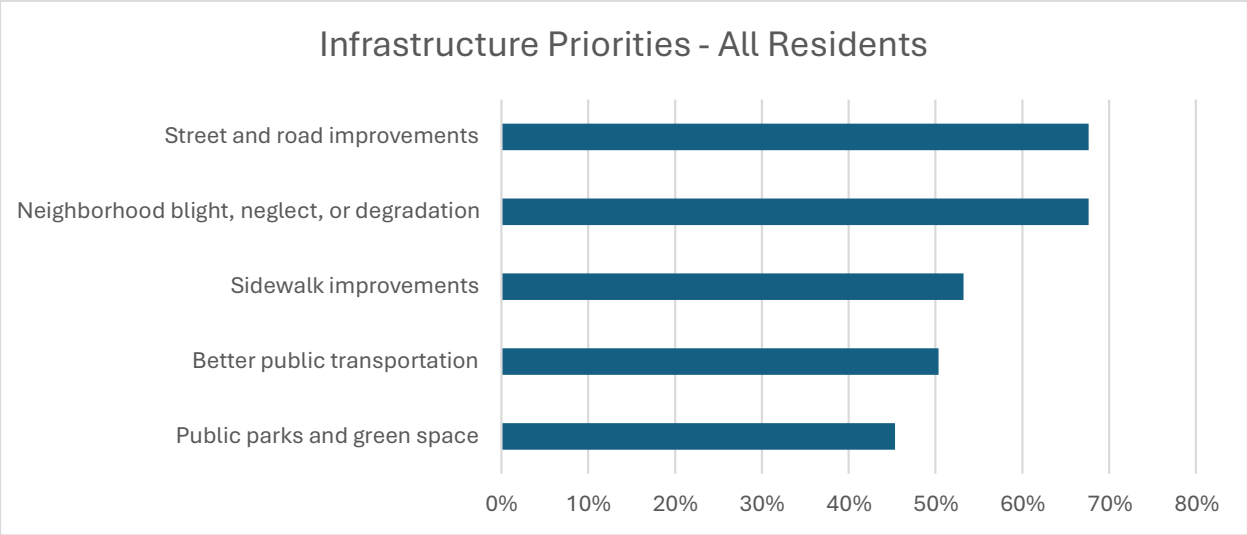
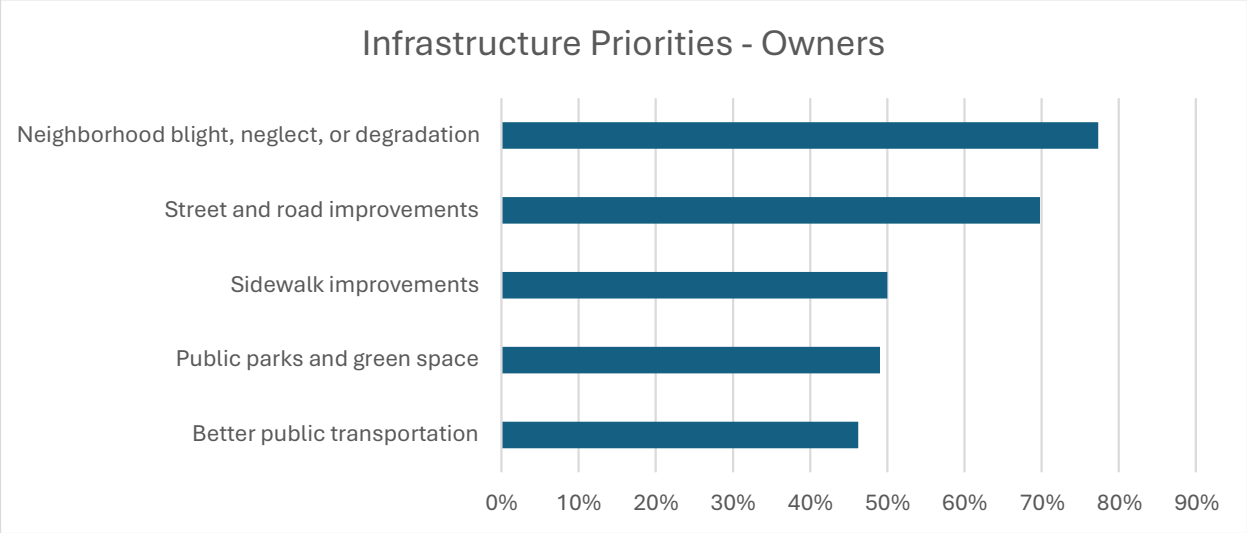
Infrastructure priorities

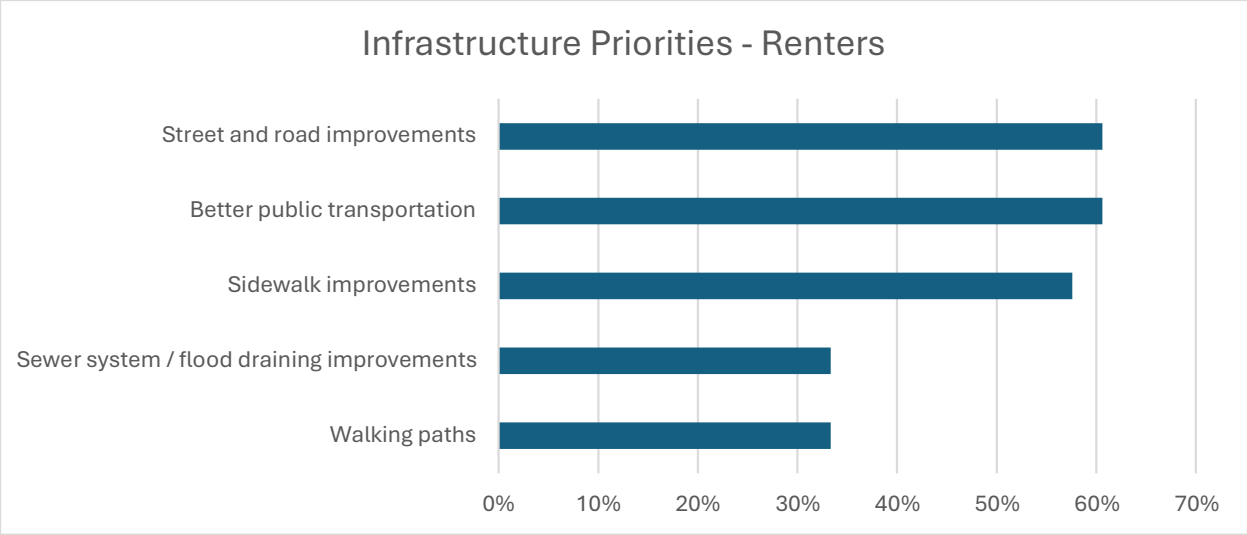
The top five housing priorities identified in the survey were:

- Street and road improvements
- Neighborhood blight, neglect, or degradation
- Sidewalk improvements
- Better public transportation
- Public parks and green space

As with community services, there was much more agreement between subpopulations on the infrastructure priorities. Renters were more likely to include walking paths and sewer system/flood draining improvements in their priorities, and less likely to include blight, but otherwise the priorities of all groups are very similar.






Infrastructure Priorities - Renters
Street and road improvements
Better public transportation
Sidewalk improvements
Sewer system / flood draining improvements
Walking paths
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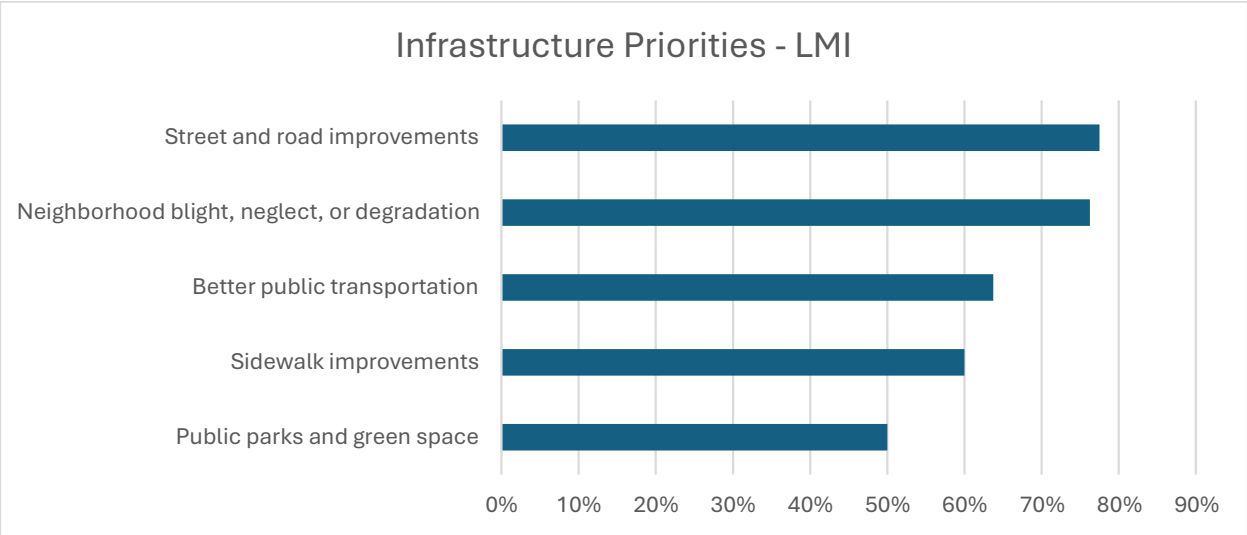
Infrastructure Priorities - LMI
Street and road improvements
Neighborhood blight, neglect, or degradation
Better public transportation
Sidewalk improvements
Public parks and green space
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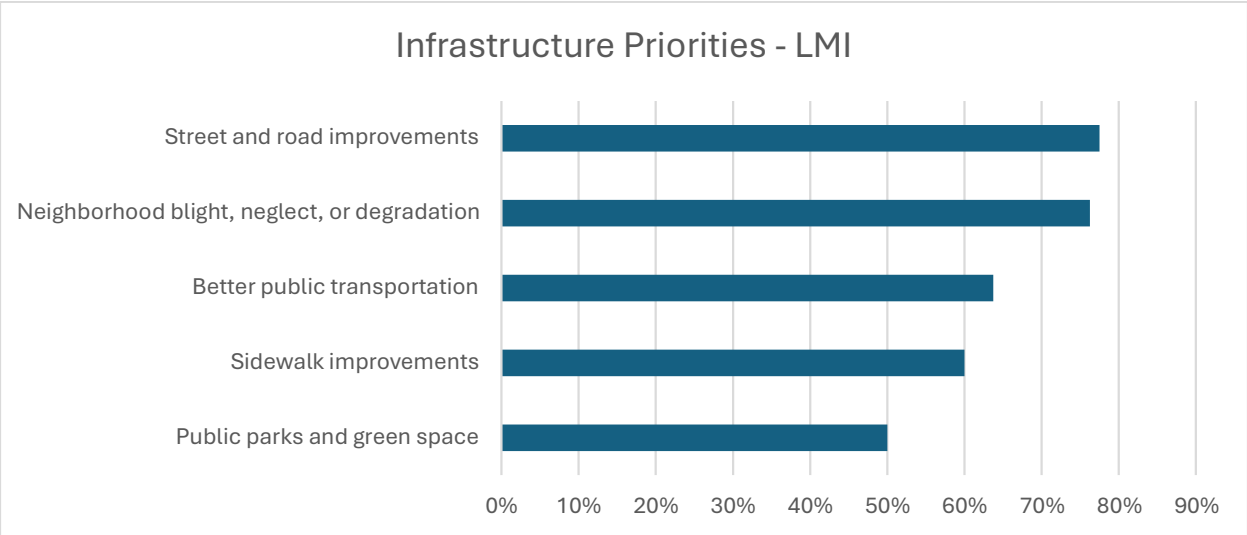
Infrastructure Priorities - LMI
Street and road improvements
Neighborhood blight, neglect, or degradation
Better public transportation
Sidewalk improvements
Public parks and green space
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Other responses

The survey included several open-text fields to allow respondents to provide additional comments and information. A summary of these responses can be found below.

- The most common issue mentioned was housing affordability, for both renters and those looking to buy a home.
- The next most common issue mentioned was homelessness. However, this was split between comments wanting the city to do more to help the homeless, and comments that see the homeless themselves as a problem to be eradicated.
- Several open-text responses specifically discussed vacant buildings, especially vacant storefronts and abandoned malls.
- Several comments mentioned the need for more transportation options, the lack of walkability, and the fact that many roads are unsafe for pedestrians.
- Property maintenance was another common concern, with several comments complaining about the state of other people's homes or yards making their neighborhood look "trashy" or bringing down home values.
- Several comments specifically linked the housing affordability issue to investor landlords and called for bans on large or out-of-state investors buying property.
- Several comments mentioned the need for pools or water parks, and cited a specific water park that has been shut down.
- Several comments specifically mentioned the need for affordable senior housing and affordable housing for people on disability.
- Issues with the management of the section 8 program were mentioned, specifically around the application process and the lack of rental options for voucher holders.
- Additional streetlights or maintenance of existing streetlights was requested by several respondents.

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

PY 2026-2030 Citizen Participation Plan

For CDBG & HOME Programs

July 1, 2026 – June 30, 2031

Prepared by

CEW Advisors for the
City of Independence, MO

October 13, 2025

Ordinance Number

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

City of Independence
2026-2030 Citizen Participation Plan
Approved [date] by Ord. No. #####

Applicability

This document implements the citizen participation planning regulations applicable under Consolidated Plan submittal requirements noted under 24 CFR 91.105. This Citizen Participation Plan (CPP) applies to the City of Independence (City), covering PY 2026 through PY 2030, from July 1, 2026 to June 30, 2031, inclusive of the Annual Action Plans for this period. Consolidated Annual Performance Reports (CAPERs) and Substantial Amendments are also included in aspects of this Plan during the period.

Consolidated Plan Summary

HUD regulations noted in 24 CFR 91.105 require the preparation of Consolidated Plans for all entitlement communities. Given the timing of the City's HUD program year, the Consolidated Plan is prepared in draft form by April in the year the Plan takes effect and includes needs, priorities, and long- and short-term strategies concerning affordable housing, homeless/special needs, and community development in the region. The Consolidated Plan process includes a Five-Year Consolidated Plan and Annual Action Plans and serves as a long- and short-term investment guide for federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds received by the city.

The Consolidated Plan is also consulted prior to the award of other funding administered by the U.S. Department of Housing and Urban Development. These additional funds may include Emergency Shelter Grants (ESG), Housing Opportunities for Persons With HIV/AIDS (HOPWA), and other resources in the region if received by and directly administered by the City.

The Consolidated Plan for the City of Independence will focus on affordable housing, community and economic development, homeless and special needs priorities, and strategies pursuant to 24 CFR 91.2 for its jurisdiction.

Encouragement of Citizen Participation and Information to Be Provided

In order to encourage citizen participation, the following efforts shall be undertaken by the City of Independence.

1) The City shall consult with the local housing authority in its jurisdiction to elicit participation of the residents of public and assisted housing in plan development and review, which is anticipated to be derived from PHA planning activities stipulated under 24 CFR Part 903. As needed and applicable, the City will also consult with low-income residents in- and out- of areas in which federal projects are anticipated. The city shall make Consolidated Plan and Action Plan information available for any public hearings to be held under the HUD Comprehensive Grant Program or Public Housing Agency Plan established pursuant to 24 CFR Part 91 and 24 CFR Part 903 respectively.
2) The City shall hold at least two public hearings concerning the Consolidated Plan and Action Plan in addition to possible surveys, consultations, and other methods to elicit input. The first hearing shall be held during Consolidated Plan/Action Plan development and preparation, while the second shall be held once draft Consolidated Plan and/or Action Plans have been completed. One or both public meetings to be conducted by the city shall include the following items:
    a. The amount of CDBG, HOME, ESG, and/or HOPWA resources the City is anticipated to receive and make available within its jurisdiction on a fiscal year basis, and the eligible range of activities that may be undertaken concerning such federal programs.
    b. The amount of CDBG, HOME, ESG, and/or HOPWA resources the City is anticipated to use to benefit income qualified persons and/or households within the city on a fiscal year basis.
    c. Plans by the City to minimize the displacement of persons from the intended uses of CDBG, HOME, ESG and/or HOPWA resources directly administered by the City and anticipated to be invested during any given fiscal year.
    d. Perspectives on priorities and housing and community development needs in the City.
    e. Other aspects of the Consolidated Plans as applicable.
3) Encourage the participation of local and regional institutions, Continuums of Care, and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in the process of developing and implementing the Consolidated Plan/Action Plans.
4) Explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, and the review of program performance (e.g., use of surveys and online video conferencing).
5) Make the HUD-provided data and any other supplemental information the City plans to incorporate into its Consolidated Plan available to its residents, public

agencies, and other interested parties. The City may make HUD-provided data available to the public by cross-referencing to the data on HUD's website. The City may post links or share maps from the HUD CPD Maps website (https://egis.hud.gov/cpdmaps/) or other mapping tools to enable citizens and stakeholders to access relevant data as applicable to the Consolidated Plan under development.

6) On or before April 1st of any given year, the City of Independence will make available its draft Consolidated Plan and Annual Plan, conditional on HUD releasing the CDBG and HOME allocation amounts by that date. If a delay in announcing funding amounts does occur, the City will review HUD guidance prior to disseminating draft plans. The draft plans will be available at the Independence Housing Authority, selected libraries, surrounding municipal governments (as applicable), and selected other locations for the mandatory 30-day public comment period to end no later than the 1st of May of any given year. The city may also post its draft Plans using other supplemental forms of securing valid public input. The public shall be notified of this opportunity for review and comment in newspaper(s) with general circulation in the community and shall identify the locations where citizens may review copies of draft Consolidated Plans and relevant Comprehensive Annual Performance Evaluation Reports (CAPERs). The draft Consolidated and/or Action Plans will also be posted on the city's website, social media, and public access locations in municipal buildings.[1]
7) In early September of each year, the City of Independence shall make available its draft Comprehensive Annual Performance and Evaluation Report (CAPER) for the previous program year to its housing authority, selected libraries, surrounding municipal governments (as applicable); and selected other locations for the mandatory 15-day public comment period to end no later than September 30. The draft CAPER will also be posted on the city's website, social media, and public access locations in municipal buildings.[2]

Refer to Attachment 1 in the Appendix of this Plan for an expedited review and guidance on some key requirements and procedures to follow from this Citizen Participation Plan.

[1] https://www.independencemo.gov/government/city-departments/community-development/neighborhood-housing-programs/community-development-block-grants-and-home-grants
[2] https://www.independencemo.gov/government/city-departments/community-development/neighborhood-housing-programs/community-development-block-grants-and-home-grants

Meaningful Access to Participation by Non-English-speaking Residents of Independence

Prior to and during the development, consideration and approval of the City's Consolidated Plans, Action Plans, CAPERs, and Substantial Amendments to Consolidated Plans and Action Plans, the city will provide Spanish speakers at all required citizen participation public hearings, focus groups and community and stakeholder meetings as needed if requested prior, in addition to the solicitation of both online and in-person consultations executed. The determination of other languages needed shall be made by the City on an annual basis.

Public Access to Draft Plans and Performance Reports

Draft documents will be made available on the City's website, at City Hall, public libraries, and the Independence Housing Authority offices. Electronic versions of all documents will be made available online and will be ADA compliant. Final versions of all documents be posted on the city's website.[3]

Access to Records

The City of Independence shall provide citizens, public agencies, and other interested parties with reasonable and timely access to public records relating to the use of CDBG, HOME, ESG, and/or HOPWA funds and related assistance directly administered by the City for the previous five years. This information will also be made available in alternative formats upon reasonable request, with appropriate notice provided.

Technical Assistance

The City of Independence will provide assistance to very low- and low-income persons and groups representative of them that request such in developing proposals for funding under the CDBG, HOME, ESG, and/or HOPWA resources if relevant, treated in their Consolidated Plans and Action Plans. This assistance will be made available upon request and publicly noticed.

Public Hearings

Public hearings to be conducted by the City shall be publicly noticed (legal notice) by being posted in newspapers with general circulation in the community, a minimum of 15 days prior to the actual meeting date. All postings shall include relevant information to permit

[3] https://www.independencemo.gov/government/city-departments/community-development/neighborhood-housing-programs/community-development-block-grants-and-home-grants

informed citizen comments. The City will post such meeting notices in English and Spanish as needed.

Noted earlier, when requested in advance, the City will provide a bilingual staff person or translator to be present at public hearing(s) to meet the language needs of non-English speaking residents. All public hearings to be conducted will be held at times and locations convenient to prospective program beneficiaries and will be conducted with accommodation for persons with disabilities when requested at least three working days in advance. Specific determinations on the issues noted above shall be made by the staff of the City.

The City will annually evaluate its outreach effectiveness and update the CPP as needed.

Public Access for Persons with Disabilities

All public hearings and documents shall comply with Section 504 and ADA accessibility requirements. The City will ensure that all public meeting spaces are physically accessible, and all materials are available in alternative formats upon request, including all electronic versions of documents being screen reader compatible.

Low- and Moderate-Income Resident Engagement

The City of Independence will engage in targeted outreach methods to engage LMI residents in the development of Consolidated Plans, Annual Action Plans and CAPERs. This may include flyers in public housing developments, direct mail to voucher holders, and working in partnerships with local nonprofits and faith-based groups to conduct direct outreach to LMI residents. Public hearings may be held in LMI neighborhoods as appropriate and feasible.

Emergency Event

In the event of emergency event(s), the City will contact HUD for guidance concerning the degree it may alter the rules of its adopted Citizen Participation Plan concerning the protocols to be followed relative to its Consolidated Plan, Annual Action Plans, CAPERs and substantial amendments to any of the aforementioned. This may include virtual hearings, shortened public comment periods (not less than 5 days), and alternative methods for citizen input during emergency event(s), pursuant to any future HUD waiver memoranda.

Comments and Complaints

Any citizen, organization, or group desiring to make a complaint regarding the Consolidated Plans or Action Plans treated herein may do so in writing to the City of Independence or

verbally during the execution of such public hearings. Any citizen, organization or group may also make their views and/or complaints known verbally or in writing to the City. At all times, citizens have the right to submit complaints directly to the Department of Housing and Urban Development as well. The City shall respond in writing to written complaints, grievances, or comments, and to comments made at public hearings within 15 working days from receipt of such. The City Council is the final disposition authority for complaints or grievances under its purview.

Citizens may submit complaints or concerns to the Program Administrator and Program Specialist at cdbg@indepmo.org. The Administrator and/or Specialist will review and address the complaint or concern and, if necessary, involve the Director of Community and Economic Development for further resolution.

Adoption of Citizen Participation Plan

The Citizen Participation Plan is a required component of the Consolidated Plan. This Citizen Participation Plan is adopted by the City with the scheduled adoption of its Five-Year Consolidated Plan.

Comments Received at Public Hearings

Prior to transmitting any Consolidated Plan, Annual Action Plan, substantial amendment to Consolidated Plan/Action Plan, or CAPER, the City of Independence shall compile any comments or views of citizens received in writing or orally at public hearings and during the relevant public comment period. A summary of these comments or views, and a summary of any comments or views not accepted, and the reasons therefore, shall be attached to final documents submitted to HUD.

Criteria and Process for Amendments to Consolidated Plan and Annual Action Plan

From time to time, it may be necessary for the City to amend its adopted Consolidated Plan/Action Plan. Amendments may be required when changes occur in program priorities, funding levels, or specific projects and activities. Pursuant to regulations at 24 CFR 91.105 and 24 CFR 91.505, the City must define what constitutes a "substantial amendment" to these plans. For the City of Independence, a substantial amendment shall occur when one or more of the following conditions are met:

- Change in Consolidated Plan Allocation Priorities where a priority changes from High to Low or from Low to High;
- To carry out an activity, using funds from any program covered by the Consolidated Plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD), not previously described in the action plan;

- Addition of a new Project or deletion of an approved Project in the Annual Action Plan involving funds of $200,000 or more;
- Revising the allocation to increase or decrease the funding for a single activity by more than 20 percent (20%) of the City's total annual entitlement allocation for that program year (CDBG, HOME, or other applicable HUD entitlement program).
- Substantial change in the purpose, scope, location or beneficiaries of an activity, defined as:
    - Changes of at least 33% of the service area of an activity; or
    - Changes of at least 33% of the expected outcomes of an activity; or
    - Changes in the eligible beneficiaries of an activity that add or delete a beneficiary category.

Should "substantial" amendments be made to any aspect of the Consolidated Plans or Action Plan treated herein after its formal adoption, the City of Independence will undertake the following:

1) Provide reasonable public notice of the proposed amendment(s) in applicable newspaper/s of general circulation to enable review and comment by the public for at least 30 days. Conduct a public hearing on the subject of the proposed amendment during the 30-day comment period consistent with Sections III through VI noted herein. Notices will also be published on the City's website, social media accounts, and public access locations.
2) Submit such amendment(s) to the City Council for approval.
3) Upon the termination of the 30-day comment period, periodically notify HUD of any substantial amendments executed, citizen comments received, and the response(s) by the city to such comments.

Non-substantial amendments are those not construed as "substantial" per the guidance herein.

Displacement

The City of Independence will minimize the displacement of persons assisted with CDBG, HOME, ESG, and/or HOPWA resources administered by the City as relevant. The policies to be followed are separately included in this document, and the City agrees to abide by them. For efforts other than federally funded acquisition or rehabilitation, the City may utilize adopted local policies concerning displacement assistance.

OTHER CITIZEN PARTICIPATION REQUIREMENTS

People and agencies seeking resources from the City of Independence may need to comply with additional citizen participation requirements imposed on them by it. HUD waivers relevant to the provisions of this document shall override and supersede the applicable contents of this citizen participation plan.

CITIZEN PARTICIPATION PLAN APPENDIX

1) Key City Citizen Participation Plan Components, Procedures & Timing

2) City Acquisition & Relocation Policies

Key City Citizen Participation Plan Components, Procedures & Timing

Document	Legal Notice	Public Hearing Requirements	Public Review & Comment Period Requirements	Local Approval Authority
Consolidated Plan with Citizen Participation Plan	15 Calendar Days	2 Public Hearings Annually	30 Calendar Days	City Council
Annual Action Plan	15 Calendar Days	2 Public Hearings Annually	30 Calendar Days	City Council
Consolidated Annual Performance and Evaluation Report	15 Calendar Days	Not Required	15 Calendar Days	Not Required
Substantial Amendment to Consolidated Plan	15 Calendar Days	1 Public Hearing	30 Calendar Days	City Council
Substantial Amendment to Annual Action Plan	15 Calendar Days	1 Public Hearing	30 Calendar Days	City Council
Substantial Amendment to Citizen Participation Plan	15 Calendar Days	1 Public Hearing	30 Calendar Days	City Council
Non-Substantial Amendment to Consolidated Plan or Annual Action Plan	Not Required	Not Required	Not Required	Not Required

ACQUISITION AND RELOCATION POLICIES

Preface

This policy is necessary to ensure uniform, complete and accurate acquisition and relocation activities, procedures and files. Acquisition may in some cases be undertaken by the sub-recipient, but only with the close coordination of CD Staff and/or consultants.

The City of Independence will use staff and other professional consultants as necessary to comply with the requirements of the Uniform Acquisition and Relocation Act of 1970 (PL 91-646), as amended.

CITY OF INDEPENDENCDE POLICIES ON DISPLACEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) and/or HOME FUNDED ACTIVITIES

Guide form Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as Amended.

The City of Independence, in accordance with Federal Regulations for Displacement, 24 CFR 570.606(b), hereby issues this statement of policy regarding the displacement of persons by CDBG or HOME Program funded activities.

Any entity receiving CDBG or HOME Program funds will replace all occupied and vacant units that will be demolished or converted to a use other than as low/moderate income housing.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. This includes any property obtained through a public undertaking. Before obligating or expending funds that will directly result in such demolition or conversion, the entity will make public and submit to the HUD Field Office the following information in writing.

- A description of the proposed assisted activity;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for low/moderate income dwelling units as a direct result of the assisted activity;
- A time schedule for the commencement and completion of the demolition or conversion;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
- The source of funding and a time schedule for the provision of replacement dwelling units; and

- The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy (i.e.: Deed of Trust, Deed Restriction, etc.).

The entity will provide relocation assistance, as described in 570.606(b)(2), to each low- or moderate-income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use. Benefits will be provided to relocated and displaced persons in accordance with the benefit calculations established under the regulations promulgated pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Prohibition on Assistance to Undocumented Immigrants

An immigrant who is not lawfully present in the United States is prohibited from receiving assistance under the Uniform Relocation Act, per 49 CFR 24.208, and assisted housing programs. Circumstances may dictate that the determination that an alien is ineligible would result in exceptional and extremely unusual hardship to a spouse, parent, or child who is a United States citizen. A final determination on the eligibility of the request will be made by HUD before any assistance is provided.

Permanent Displacement

Displacement is defined as follows: Permanent movement of person(s) or other entities from a dwelling unit or business location resulting from CDBG or HOME funded code inspection, rehabilitation, demolition or acquisition.

In order to minimize displacement and mitigate adverse effects, the policy shall consist of the following steps, in the event displacement is caused by current or future CDBG or HOME Program funded projects:

- Avoid or minimize permanent displacement whenever possible and only take such action when no other viable alternative exists.
- The impact on existing persons and properties will be considered in the development of CDBG and HOME Program funded projects.
- Citizens shall be informed of CDBG or HOME Program project area(s) through information made available as part of the annual proposed and final statements on use of CDBG and HOME Program funds.
- Current regulations, HUD notices and policies will be followed when preparing informational statements and notices.
- Written notification of intent will be given to eligible property owners who may be displaced and/or relocated due to an approved project activity.

- Assist those displaced in locating affordable, safe, decent and comparable replacement housing.
- Ensure that "just compensation" for CDBG or HOME Program acquired property (as determined by appraised fair market value) is paid with relocation benefits, if applicable.
- Provide for reasonable benefits to any person permanently displaced as a result of the use of CDBG funds to acquire or substantially rehabilitate property.

Reasonable benefits will follow established policies set forth in applicable federal, state, and local regulations.

- Provision of information about equal opportunity and fair housing laws in order to ensure that the relocation process does not result in different or separate treatment on account of race, color, religion, national origin, sex, or source of income.
- Displaced families will be given a preference through Section 8, Conventional Public Housing, or any other federally funded program for which they might qualify. This priority is contingent upon the availability of certificates, vouchers or placement coupons by the agency certified to handle assistance in the jurisdiction.

Temporary Displacement

CDBG or HOME Program funded activities may involve temporary displacement. While strict adherence to provisions of the Uniform Relocation Act is not specified, it is the policy of the city that all subrecipients shall take steps to mitigate the impact of CDBG or HOME Program funded code inspections, rehabilitation, demolition, or acquisition that results only in the temporary movement of person(s) from a dwelling unit. Such temporary displacement primarily involves demolition and reconstruction of a single-family owner-occupied home. Accordingly, the citizens involved in a temporary movement shall be fully informed of the following matters and appropriate steps shall be taken to ensure that fair and equitable provisions are made to:

- Ensure that owners receive compensation for the value of their existing house prior to demolition.
- Receive temporary living accommodations while their CDBG or HOME Program funded unit is being demolished and reconstructed.
- Move and temporarily store household goods and effects during the demolition and reconstruction process.

Reimburse all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including moving costs and any increased rent and utilities.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-027 **2R** An ordinance authorizing the acceptance of a monetary donation to George Owens Nature Park (GONP) to establish a butterfly garden. **2R**

Recommendations:

Background:

In 2024, the family of Michelle 'Mickey' Ogrodnik held a Celebration of Life at George Owens Nature Park. Ms. Ogrodnik's family wishes to donate $1,000 per year for three years, 2025-2027, for the creation and maintenance of a butterfly garden at GONP to honor her memory. This appropriates the funds received for year two (2026).

Emergency Justification:

Fiscal Impact:

The Fiscal Impact to the City is $3,000, at $1,000 per year for three years, to be received as grant revenue. This revenue needs to be appropriated to the Parks and Recreation Department's Grant Fund account in FY2025-26 to 0156050-5309-BFLY for $1,000. Future year donations will be added when the donations are received.

Council Action:

Department / Contact Parks, Recreation and Tourism /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Appropriations Ordinance FY25-26 - PR BFLY
2. Appropriations Ordinance FY25-26 - PR BFLY

3. GO Butterfly Garden Emails

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A MONETARY DONATION TO THE GEORGE OWENS NATURE PARK (GONP) TO ESTABLISH A BUTTERFLY GARDEN AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, the City wishes to establish a butterfly garden at the George Owens Nature Park (GONP); and,

WHEREAS, the family of Michelle "Mickey" Ogrodnik wishes to make an annual donation of $1,000 per year for the three years (2025-2027) for the creation and maintenance of a butterfly garden at GONP; and,

WHEREAS, the adopted Operating and Capital budgets for the 2025-26 fiscal year were approved by the City Council by Ordinance No. 19682; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased revenues in the Grant Fund (015) in the amount of $1,000 and increased appropriations in the Grant Fund (015) in the amount of $1,000 for a butterfly garden.

PASSED THIS _____ DAY OF _____, 2026, 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:

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

Lisa Reynolds, Interim City Manager

Melissa Cabrera, Director of Finance and Administration
City of Independence, Missouri

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF A MONETARY DONATION TO THE GEORGE OWENS NATURE PARK (GONP) TO ESTABLISH A BUTTERFLY GARDEN AND ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, the City wishes to establish a butterfly garden at the George Owens Nature Park (GONP); and,

WHEREAS, the family of Michelle "Mickey" Ogrodnik wishes to make an annual donation of $1,000 per year for the three years (2025-2027) for the creation and maintenance of a butterfly garden at GONP; and,

WHEREAS, the adopted Operating and Capital budgets for the 2025-26 fiscal year were approved by the City Council by Ordinance No. 19682; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased revenues in the Grant Fund (015) in the amount of $1,000 and increased appropriations in the Grant Fund (015) in the amount of $1,000 for a butterfly garden.

PASSED THIS _____ DAY OF _____, 2026, 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:

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

Lisa Reynolds, Interim City Manager

Melissa Cabrera, Director of Finance and Administration
City of Independence, Missouri

Kimberle Franks

Subject: FW: GONP Park Donation - Butterfly Garden

From: Jeff Umbreit <jumbreit@indepmo.org>
Sent: Thursday, February 27, 2025 11:25 AM
To: Kimberle Franks <kfranks@indepmo.org>
Subject: RE: GONP Park Donation - Butterfly Garden

Below is what I typed up for Morris's weekly good news items, just in case it's helpful.

Name is Michelle "Mickey" Ogrodnik.

Butterfly Memorial Garden Donated to George Owens Nature Park – Last summer, George Owens Nature Park hosted a celebration of life ceremony for Michelle "Mickey" Ogrudnik in the Eva Cooper Lodge.

Below is part of the text from Mickey's sister, Pam, after this ceremony.

"We held the butterfly release for my sister, Michelle "Mickey" Ogrodnik, last June. Thank you for the fantastic venue for her celebration of life! And it's our desire to fund a butterfly garden in her memory. The plan is to provide $1,000 a year for three years, and possibly longer."

Pam just sent us the first check to begin the creation of "Mickey's Butterfly Garden" in 2025. This garden will be filled with; native plants beneficial to a variety of butterflies, public educational stations, new butterfly and pollinator programming opportunities and a sitting area for individuals and families to enjoy the natural beauty of "Mickey's Butterfly Gardn". The garden design and plant layout will be developed this spring with the goal of getting native plants established this year and continued additions each year.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-028 **2R** An ordinance finding, determining, and declaring the necessity of acquiring temporary construction easements and Right-Of-Way for the 23rd Street (M-78) Complete Streets Phase 1 Project (No. 112111); 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. **2R**

Recommendations:

Council approval is recommended.

Background:

Approval of this ordinance will allow City Staff to proceed with easement acquisitions for the 23rd Complete Streets Phase 1 Project (No. 112111). This project will improve pedestrian accessibility on 23rd Street between Lee's Summit Road and 291 Highway. These improvements include filling in sidewalk gaps, placing ramps at street crossings, and updating the intersection of 23rd Street & Lee's Summit Road to ADA standards.

Emergency Justification:

Fiscal Impact:

The potential fiscal impact to the City for these easements is estimated at approximately $50,000. Funding for the 23rd Street Complete Streets Phase 1 Project (No. 112111) is included in the FY 26 adopted budget, on page 244, in account number 112111-C-0515406-5402. This project has received $1,000,000 from the developer of the HUB Center Project as part of their incentive request to redevelop the shopping center (located at Hub Drive and 23rd St), and is eligible for up to $145,086 in Transportation Alternative Program (TAP) funding through the Mid-America Regional Council (MARC).

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 23rd St Complete Streets Phase 1 Ordinance - No. 112111
2. 23rd Complete Street Phase 1 - Project Location

BILL NO._____

ORDINANCE NO._____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING TEMPORARY CONSTRUCTION EASEMENTS AND RIGHT-OF-WAY FOR THE 23RD STREET (M-78) COMPLETE STREETS PHASE 1 PROJECT (NO. 112111); 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, 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 temporary construction easements and right-of-way in accordance with the plans and specifications as approved for construction, operation and maintenance of 23rd Street (M-78) Complete Streets Phase 1 Project (No. 121111), 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 23rd Street (M-78) Complete Streets Phase 1 Project (No. 121111) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction 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 1:

Right of Way

ALL THAT PART OF LOT 26, QUEEN CITY ACRES, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LOT 28 IN SAID QUEEN CITY ACRES, WITH THE NORTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE NO. 78) AS NOW ESTABLISHED;
THENCE IN A WESTERLY DIRECTION ALONG SAID NORTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 22,963.30 FEET WITH AN INITIAL TANGENT BEARING OF N86°39'00"W, AN ARC DISTANCE OF 163.13 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING IN A WESTERLY DIRECTION ALONG SAID NORTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 22,963.30 FEET, AN ARC DISTANCE OF 18.02 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF S. LEE'S SUMMIT ROAD AS DESCRIBED BY DOCUMENT NO. 1970-I-0061980;
THENCE N39°13'02"W, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 10.11 FEET;
THENCE S87°05'01"E, 24.80 FEET;
THENCE S02°53'43"W, 7.50 FEET TO THE POINT OF BEGINNING, CONTAINING 161 SQUARE FEET, MORE OR LESS.

Temporary Construction Easement

ALL THAT PART OF LOT 26, QUEEN CITY ACRES, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF LOT 28 IN SAID QUEEN CITY ACRES, WITH THE NORTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE NO. 78) AS NOW ESTABLISHED;
THENCE IN A WESTERLY DIRECTION ALONG SAID NORTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 22,963.30 FEET WITH AN INITIAL TANGENT BEARING OF N86°39'00"W, AN ARC DISTANCE OF 156.14 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING IN A WESTERLY DIRECTION ALONG SAID NORTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), CONTINUING ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 22,963.30 FEET, AN ARC DISTANCE OF 26.02 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF S. LEE'S SUMMIT ROAD AS DESCRIBED BY DOCUMENT NO. 1970-I-0061980;
THENCE N39°13'02"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 12.13 FEET (DEED: 12.04 FEET);
THENCE N02°03'01"E, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE (40.00 FEET FROM THE CENTERLINE THEREOF), 0.50 FEET;
THENCE S87°05'01"E, 34.16 FEET;
THENCE S02°53'43"W, 9.50 FEET TO THE POINT OF BEGINNING, CONTAINING 288 SQUARE FEET, MORE OR LESS.

Tract 2 A:

Right of Way

ALL THAT PART OF THE WEST 5 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 49, RANGE 32, INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF LOT 4, SUMMIT CREST, A SUBDIVISION IN SAID CITY, COUNTY AND STATE, WITH THE EAST RIGHT-OF-WAY LINE OF S. LEE'S SUMMIT ROAD DESCRIBED AS PARCEL NO. 9-A IN DOCUMENT NO. 1971-I-0094532, SAID POINT BEING THE SOUTHWEST CORNER OF TRACT 2 OF CERTIFICATE OF SURVEY RECORDED AS DOCUMENT NO. 1988-I-0880129;
THENCE N01°48'47"E, ALONG SAID EAST RIGHT-OF-WAY LINE (40 FEET FROM THE CENTERLINE THEREOF), 49.20 FEET TO THE POINT OF BEGINNING;
THENCE N01°48'47"E, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE (40 FEET FROM THE CENTERLINE THEREOF), 14.94 FEET;
THENCE N43°55'15"E, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 11.93 FEET (DEED: 12.04 FEET) TO THE SOUTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE NO. 78) AS NOW ESTABLISHED;
THENCE IN AN EASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,873.30 FEET WITH AN INITIAL TANGENT BEARING OF S87°06'02"E, AN ARC DISTANCE OF 13.27 FEET;
THENCE S43°55'15"W, 31.72 FEET TO THE POINT OF BEGINNING, CONTAINING 219 SQUARE FEET, MORE OR LESS.

Temporary Construction Easement

ALL THAT PART OF THE WEST 5 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 49, RANGE 32, INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF LOT 4, SUMMIT CREST, A SUBDIVISION IN SAID CITY, COUNTY AND STATE, WITH THE EAST RIGHT-OF-WAY LINE OF S. LEE'S SUMMIT ROAD DESCRIBED AS PARCEL NO. 9-A IN DOCUMENT NO. 1971-I-0094532, SAID POINT BEING THE SOUTHWEST CORNER OF TRACT 2 OF CERTIFICATE OF SURVEY RECORDED AS DOCUMENT NO. 1988-I-0880129;
THENCE N01°48'47"E, ALONG SAID EAST RIGHT-OF-WAY LINE (40 FEET FROM THE CENTERLINE THEREOF), 64.14 FEET (DEED: 61 FEET);
THENCE N43°55'15"E, CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, 11.93 FEET (DEED:
12.04 FEET) TO THE SOUTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE NO. 78) AS NOW ESTABLISHED;
THENCE IN AN EASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), ALONG A CURVE TO THE RIGHT WITH AN INITIAL TANGENT BEARING OF S87°06'02"E, HAVING A RADIUS OF 22,873.30 FEET, AN ARC DISTANCE OF 13.27 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), CONTINUING ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 22,873.30 FEET, AN ARC DISTANCE OF 6.00 FEET;
THENCE S02°55'57"W, 7.00 FEET;
THENCE N87°03'57"W, 12.08 FEET;
THENCE N43°55'15"E, 9.27 FEET TO THE POINT OF BEGINNING, CONTAINING 63 SQUARE FEET, MORE OR LESS.

Tract 2 B:

Temporary Construction Easement

ALL THAT PART OF THE WEST 3 ACRES OF THE EAST 5 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 49, RANGE 32, INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST 5 ACRES OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE NO. 78) AS NOW ESTABLISHED, SAID POINT BEING THE NORTHEAST CORNER OF TRACT 1 OF CERTIFICATE OF SURVEY RECORDED AS DOCUMENT NO. 1988-I-0880129;
THENCE IN AN EASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), ALONG A CURVE TO THE RIGHT WITH AN INITIAL TANGENT BEARING OF S86°23'38"E, HAVING A RADIUS OF 22,873.30 FEET AN ARC DISTANCE OF 110.84 FEET TO THE 1ST POINT OF BEGINNING;
THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), CONTINUING ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 22,873.30 FEET, AN ARC DISTANCE OF 14.32 FEET, TO A POINT HEREINAFTER REFERRED TO AS POINT A;
THENCE S04°49'13"W, 4.00 FEET;
THENCE N86°05'54"W, 14.32 FEET;
THENCE N04°49'13"E, 4.00 FEET TO THE 1ST POINT OF BEGINNING, CONTAINING 57 SQUARE FEET, MORE OR LESS.

ALSO:

COMMENCING AT AFORESAID POINT "A", BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID E. 23RD STREET (MISSOURI ROUTE NO. 78);
THENCE IN AN EASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), ALONG A CURVE TO THE RIGHT WITH AN INITIAL TANGENT BEARING OF S86°04'49"E, HAVING A RADIUS OF 22,873.30 FEET, AN ARC DISTANCE OF 15.79 FEET TO THE 2ND POINT OF BEGINNING;

THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), CONTINUING ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 22,873.30 FEET, AN ARC DISTANCE OF 55.00 FEET;
THENCE S03°59'22"W, 3.00 FEET;
THENCE N85°58'16"W, 55.00 FEET;
THENCE N03°59'22"E, 3.00 FEET TO THE 2ND POINT OF BEGINNING, CONTAINING 166 SQUARE FEET, MORE OR LESS.

Tract 3:

Temporary Construction Easement

ALL THAT PART OF TRACT A, TRAIL RIDGE PLAZA—REPLAT A, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT A, BEING ON THE NORTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE 78), AS NOW ESTABLISHED;
THENCE IN A WESTERLY DIRECTION ALONG SAID NORTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 22,963.30 FEET (PLAT: 22,987.58 FEET) WITH AN INITIAL TANGENT BEARING OF N86°00'23"W, AN ARC DISTANCE OF 12.50 FEET;
THENCE N02°04'08"E, 3.00 FEET;
THENCE IN AN EASTERLY DIRECTION, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,966.30 FEET WITH AN INITIAL TANGENT BEARING OF S86°02'15"E, AN ARC DISTANCE OF 12.50 FEET TO THE EAST LINE OF SAID TRACT A;
THENCE S02°04'08"W, ALONG THE EAST LINE OF SAID TRACT A, 3.00 FEET TO THE POINT OF BEGINNING, CONTAINING 38 SQUARE FEET, MORE OR LESS.

Tract 4:

Temporary Construction Easement

ALL THAT PART OF LOT 1, TRAIL RIDGE PLAZA, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1;
THENCE N02°04'08"E, ALONG THE WEST LINE OF SAID LOT, 3.00 FEET;
THENCE IN AN EASTERLY DIRECTION, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,966.30 FEET WITH AN INITIAL TANGENT BEARING OF S86°03'17"E, AN ARC DISTANCE OF 14.50 FEET;
THENCE S02°04'08"W, 3.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE 78), AS NOW ESTABLISHED;
THENCE IN A WESTERLY DIRECTION ALONG SAID NORTH RIGHT-OF-WAY LINE (45 FEET FROMTHE CENTERLINE THEREOF), ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 22,963.30

FEET (PLAT: 22,987.58 FEET) WITH AN INITIAL TANGENT BEARING OF N86°01'06"W, AN ARC DISTANCE OF 14.50 FEET TO THE POINT OF BEGINNING, CONTAINING 43 SQUARE FEET, MORE OR LESS.

Tract 5:

Temporary Construction Easement

ALL THAT PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 49, RANGE 32, INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE NO. 78) AS NOW ESTABLISHED;
THENCE N85°45'17"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), 62.45 FEET TO THE POINT OF BEGINNING;
THENCE S04°13'56"W, 5.00 FEET;
THENCE N85°45'17"W, 13.15 FEET TO A POINT OF CURVATURE;
THENCE IN A WESTERLY DIRECTION, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 22,868.30 FEET, AN ARC DISTANCE OF 8.14 FEET;
THENCE N04°13'56"E, 5.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID E. 23RD STREET (MISSOURI ROUTE NO. 78);
THENCE IN AN EASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,873.30 FEET WITH AN INITIAL TANGENT BEARING OF S85°45'21"E, AN ARC DISTANCE OF 8.15 FEET TO A POINT OF TANGENCY, SAID POINT BEING 45.00 FEET OPPOSITE CENTERLINE PT STA. 302+49.70;
THENCE S85°45'17"E, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), 13.15 FEET TO THE POINT OF BEGINNING, CONTAINING 106 SQUARE FEET, MORE OR LESS.

Tract 6:

Temporary Construction Easement

ALL THAT PART OF THE WEST 5 ACRES OF THE NORTH 15 ACRES OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 49, RANGE 32, INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE NO. 78) AS NOW ESTABLISHED;

THENCE S85°45'17"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), 104.69 FEET TO THE 1ST POINT OF BEGINNING;
THENCE S85°45'17"E, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), 18.50 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A";
THENCE S04°14'43"W, 5.00 FEET;
THENCE N85°45'17"W, 18.50 FEET;
THENCE N04°14'43"E, 5.00 FEET TO THE 1ST POINT OF BEGINNING, CONTAINING 93 SQUARE FEET, MORE OR LESS.

ALSO:

COMMENCING AT AFORESAID POINT "A", BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID E. 23RD STREET (MISSOURI ROUTE NO. 78);
THENCE S85°45'17"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), 78.08 FEET TO THE 2ND POINT OF BEGINNING;
THENCE S85°45'17"E, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), 17.00 FEET;
THENCE S04°14'43"W, 3.00 FEET;
THENCE N85°45'17"W, 17.00 FEET;
THENCE N04°14'43"E, 3.00 FEET TO THE 2ND POINT OF BEGINNING, CONTAINING 51 SQUARE FEET, MORE OR LESS.

Tract 7:

Temporary Construction Easement

ALL THAT PART OF THE EAST 10 ACRES OF THE NORTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 49, RANGE 32, INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE NO. 78) AS NOW ESTABLISHED;
THENCE IN A WESTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,963.30 FEET WITH AN INITIAL TANGENT BEARING OF N86°29'40"W, AN ARC DISTANCE OF 135.39 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING IN A WESTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), CONTINUING ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 22,963.30 FEET, AN ARC DISTANCE OF 19.00 FEET;
THENCE S03°52'04"W, 3.00 FEET;
THENCE S86°07'56"E, 19.00 FEET;

THENCE N03°52'04"E, 3.00 FEET TO THE POINT OF BEGINNING, CONTAINING 57 SQUARE FEET, MORE OR LESS.

Tract 8:

Temporary Construction Easement

ALL THAT PART OF THE EAST 10 ACRES OF THE NORTH 30 ACRES OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 49, RANGE 32, INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 12, WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE NO. 78) AS NOW ESTABLISHED;
THENCE IN A WESTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,963.30 FEET WITH AN INITIAL TANGENT BEARING OF N86°29'40"W, AN ARC DISTANCE OF 23.00 FEET;
THENCE S01°45'09"W, 5.00 FEET;
THENCE IN AN EASTERLY DIRECTION, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 22,968.30 FEET WITH AN INITIAL TANGENT BEARING OF S86°26'15"E, AN ARC DISTANCE OF 23.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER;
THENCE N01°45'09"E, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER, 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 115 SQUARE FEET, MORE OR LESS.

Tract 9:

Temporary Construction Easement

ALL THAT PART OF LOT 2, O'LEARY SUBDIVISION, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID LOT 2, WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE NO. 78) AS NOW ESTABLISHED;
THENCE IN AN EASTERLY DIRECTION ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 22,963.30 FEET WITH AN INITIAL TANGENT BEARING OF S86°29'40"E, AN ARC DISTANCE OF 18.00 FEET;
THENCE S01°45'09"W, 5.00 FEET;
THENCE IN A WESTERLY DIRECTION, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 22,968.30 FEET WITH AN INITIAL TANGENT BEARING OF N86°32'23"W, AN ARC DISTANCE OF 18.00 FEET TO THE WEST LINE OF SAID LOT 2;

THENCE N01°45'09"E, ALONG THE WEST LINE OF SAID LOT, 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 90 SQUARE FEET, MORE OR LESS.

Tract 10:

Temporary Construction Easement

ALL THAT PART OF LOT 2, HUB SHOPPING CENTER, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, BEING ON THE SOUTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE NO. 78) AS NOW ESTABLISHED;
THENCE S87°43'04"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), 98.75 FEET TO THE POINT OF BEGINNING;
THENCE S87°43'04"E, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), 15.00 FEET;
THENCE S03°12'38"W, 5.00 FEET;
THENCE N87°43'04"W, 15.00 FEET;
THENCE N03°12'38"E, 5.00 FEET TO THE POINT OF BEGINNING, CONTAINING 75 SQUARE FEET, MORE OR LESS.

Tract 11:

Temporary Construction Easement

ALL THAT PART OF LOT 5, TWIN TRAILS, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SAID LOT 5, WITH THE SOUTH RIGHT-OF-WAY LINE OF E. 23RD STREET (MISSOURI ROUTE NO. 78) AS NOW ESTABLISHED;
THENCE N87°44'17"W, ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), 10.30 FEET TO THE POINT OF BEGINNING;
THENCE N87°44'17"W, CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE (45 FEET FROM THE CENTERLINE THEREOF), 11.00 FEET;
THENCE S02°15'43"W, 3.00 FEET;
THENCE S87°44'17"E, 11.00 FEET;
THENCE N02°15'43"E, 3.00 FEET TO THE POINT OF BEGINNING, CONTAINING 33 SQUARE FEET, MORE OR LESS.

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 temporary construction easements and right-of-way relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such temporary construction easements and right-of-way 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 temporary construction easements and right-of-way 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 here by 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 temporary construction and right-of-way, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____DAY OF _____, 2026, 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

23rd Street Complete Streets, Phase 1
Project Loation:

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-030 **2R** An ordinance authorizing the city of Independence, Missouri to issue its taxable industrial development revenue bonds in a principal amount not to exceed $2,000,000,000; and authorizing certain documents and actions in connection therewith. **2R**

Recommendations:

Council approval is recommended.

Background:

On December 1, 2025, the City Council passed Ordinance No. 19759 which approved a Chapter 100 Plan for a project for Independence Power Partners, LP, a Delaware limited partnership, or its designated affiliate, which it has designated as IPP Truman LLC, a Missouri limited liability company (the "Company") consisting of acquiring, constructing, improving, purchasing, equipping and installing a power generation facility in two phases on approximately 91 acres of land owned by the City (the "Land") that is the site of the City's retired Blue Valley Power Station located at 21500 East Truman Road, Independence MO 64056 (altogether, the "Project"). The total cost of the Project is estimated to be $2,000,000,000, which includes the costs of real property improvements, equipment and bond issuance costs, but excludes financing and certain other carrying costs. Approximately $12,000,000 of such amount is allocated to equipment that will remain personal property.

The purpose of the Chapter 100 Plan was to authorize tax abatement for the Project. Under the Chapter 100 Plan, each component of the Project will receive abatement during construction and then 20 years of abatement from its completion or installation, as applicable. Additionally, the Chapter 100 Plan provides sales and use tax exemption on construction materials incorporated into the construction of the Project. No payments in lieu of tax are required under the Chapter 100 Plan, resulting in 100% tax abatement.

The purpose of the present ordinance is to authorize the documents necessary to implement the abatement described in the Chapter 100 Plan through the issuance of Industrial Development Revenue Bonds and to authorize a long-term lease of the portion of the Land upon which the Project is built to allow the Company to continue to operate the Project after the expiration of the term of abatement.

Emergency Justification:

Fiscal Impact:

There is no fiscal impact to the City related to the issuance of these bonds or the execution of the long-term lease.

Council Action:

Department / Contact Power and Light /

REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Trust Indenture & Lease Agreement for Power Generation Bond Project
2. Trust Indenture & Lease Agreement for Power Generation Bond Project.Final

BILL NO._____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF INDEPENDENCE, MISSOURI TO ISSUE ITS TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $2,000,000,000; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Independence, Missouri (the "City") is a constitutional charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, improve and equip certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, the City, in accordance with Section 100.050 of the Act, has prepared and approved a plan for industrial development (the "Plan"), with respect to a project consisting of acquiring, constructing, improving, purchasing, equipping and installing a power generation facility in two phases on approximately 91 acres of land owned by the City that was the site of the City's retired Blue Valley Power Station located at 21500 East Truman Road, Independence MO 64056 (the "Bond Project"); and

WHEREAS, the City desires to finance the costs of the Bond Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the issuance of the Bonds for the purpose described above; and

WHEREAS, Section 10.7 of the City Charter requires that all bonds sold by the City be sold at public sale upon sealed proposals after at least ten days' notice in a newspaper of general circulation in the City; and

WHEREAS, a notice of sale was published in *The Examiner* inviting potential bond purchasers to submit bids for the Bonds and the City has received one bid for the Bonds; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

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

Section 1. Promotion of Economic Development; Commercial Purpose. The Council hereby finds and determines that the Bond Project will promote the economic welfare and the development of the City, and the issuance of the Bonds by the City to pay the costs of the Bond Project will be in furtherance of the public purposes set forth in the Act. The Council hereby finds that the operation of the Bond Project for the generation and sale of electricity is a commercial purpose.

Section 2. Authorization and Sale of the Bonds. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Power Generation Project), in an aggregate principal amount not to exceed $2,000,000,000, for the purpose of providing funds to pay the costs of the Bond Project. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rate, shall be in such form, shall be subject to redemption, shall have such other terms and provisions, shall be issued, executed and delivered in such manner and shall be subject to such provisions, covenants and agreements as are specified in the Trust Indenture upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture shall constitute conclusive evidence of their approval and the City's approval thereof. The sale of the Bonds to the bidder or an affiliate thereof (the "Tenant") at the interest rate and upon the terms set forth in the Trust Indenture is hereby approved.

Section 3. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of certain rent payments derived by the City from the herein authorized Lease Agreement, and such rent payments shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture. The Bonds and the interest thereon shall not be deemed to constitute a debt or liability of the City within the meaning of any constitutional provision, statutory limitation or City Charter provision and shall not constitute a pledge of the full faith and credit of the City. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City to levy any form of taxation therefore or to make any appropriation for their payment.

Section 4. Approval and Authorization of Documents. The following documents (the "City Documents") are hereby approved in substantially the forms presented to the Council at this meeting (copies of which documents shall be filed in the records of the City), and the City is hereby authorized to execute and deliver the City Documents with such changes therein as shall be approved by the officials of the City executing such documents, such officials' signatures thereon being conclusive evidence of their approval thereof:

(a) Trust Indenture dated as of the date set forth therein (the "Trust Indenture"), between the City and the bond trustee named therein, as trustee (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign certain rent payments received pursuant to the Lease Agreement to the Trustee for the benefit and security of the owners of the Bonds upon the terms and conditions as set forth in the Trust Indenture;

(b) Lease Agreement dated as of the date set forth therein (the "Lease Agreement"), between the City and the Tenant, under which the City will lease the Bond Project and the land on which it will be located to the Tenant pursuant to the terms and conditions in the Lease Agreement, in consideration of rental payments by the Tenant which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds;

(c) Bond Purchase Agreement dated as of the date set forth therein, between the City and the Tenant, pursuant to which the Tenant agrees to purchase the Bonds;

(d) Ground Lease dated as of the date set forth therein, under which the City will continue to lease the land on which the Bond Project will be located to the Tenant after the maturity of the Bonds; and

(e) License Agreement dated as of the date set forth therein, under which the City will grant a license to Tenant for use of certain land adjacent to the land on which the Bond Project will be located that Tenant may use as a temporary laydown, material storage, and staging area for construction of the Bond Project.

Section 5. Execution of Documents. The Mayor or (Interim) City Manager of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Indenture. The Mayor and/or (Interim) City Manager of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 6. Further Authority. The Mayor, (Interim) City Manager and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including but not limited to easements and financing documents and agreements relating to the joint use of property for construction purposes and use of non-leased property.

Section 7. Effective Date. This Ordinance shall take effect and be in full force as provided by the City Charter.

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PASSED THIS _____ DAY OF _____, 2026, 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:

_____
Interim City Manager

CITY OF INDEPENDENCE, MISSOURI,
the City

AND

SECURITY BANK OF KANSAS CITY,
as Trustee

TRUST INDENTURE

Dated as of April 1, 2026

Relating to:

$2,000,000,000
(Aggregate Maximum Principal Amount)
City of Independence, Missouri
Taxable Industrial Development Revenue Bonds
(Power Generation Project)
Series 2026

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of April 1, 2026 (the "Indenture"), is between the **CITY OF INDEPENDENCE, MISSOURI,** a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), and **SECURITY BANK OF KANSAS CITY**, a state banking corporation duly organized and validly existing under the laws of the State of Kansas and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, with a corporate trust office located in Kansas City, Kansas, as Trustee (the "Trustee");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend, improve and equip certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on _____ ___, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Power Generation Project), Series 2026, in the maximum principal amount of $2,000,000,000 (the "Bonds"), for the purpose of acquiring, constructing, improving, purchasing, equipping and installing a power generation facility on approximately 91 acres of land owned by the City that was the site of the City's retired Blue Valley Power Station located at 21500 East Truman Road, Independence MO 64056 (the "Abatement Site," as more fully described in the herein defined Lease), including buildings, structures and fixtures (the "Abatement Real Property," as more fully described in the Lease) and equipment (the "Abatement Personal Property," as more fully described in the Lease, with the Abatement Real Property and the Abatement Personal Property collectively being the "Bond Project," and the Abatement Site, the Abatement Real Property and the Abatement Personal Property collectively being the "Abatement Property").

3. The Ordinance authorizes the City to lease the Abatement Property to IPP Truman LLC, a Missouri limited liability company (the "Tenant").

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, and (b) the Lease Agreement of even date herewith (the "Lease") with the Tenant, under which the Tenant will construct, improve, purchase, install and equip the Bond Project and will lease the Abatement Property to the Tenant, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds and make certain other payments.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners (defined herein) thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Lease and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a) and (b) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City to the Bond Rent derived by the City from the Abatement Property under **Section 4.6** of the Lease (except for amounts paid under **Section 4.6(c)** of the Lease, which shall be distributed by the City pursuant to the provisions of the Lease); and

(b) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other property specifically pledged, assigned or transferred as and for additional security hereunder by the City to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds Outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Abatement Personal Property" has the meaning given in the Lease.

"Abatement Property" has the meaning given in the Lease.

"Abatement Real Property" has the meaning given in the Lease.

"Abatement Site" has the meaning given in the Lease.

"Act" means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

"Approved Investor" means the Tenant and its successor and assigns as permitted under the Lease.

"Authorized City Representative" means the Mayor, (Interim) City Manager, City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Tenant and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor or (Interim) City Manager. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

"Authorized Tenant Representative" means the Person at the time designated to act on behalf of the Tenant as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Tenant by an authorized officer of the Tenant. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

"Bond" or **"Bonds"** means the Taxable Industrial Development Revenue Bonds (Power Generation Project), Series 2026, in the maximum aggregate principal amount of $2,000,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of Independence, Missouri, Bond Fund – Power Generation Project" created in **Section 501** of this Indenture.

"Bond Purchase Agreement" means the agreement by that name with respect to the Bonds, dated as of April 1, 2026, by and between the City and the Purchaser.

"Bond Project" means acquiring, constructing, improving, purchasing, equipping and installing the Abatement Real Property and the Abatement Personal Property.

"Bond Rent" has the meaning given in the Lease.

"Business Day" means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the payment office of the Trustee is required or authorized by law to remain closed.

"City" means the City of Independence, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and its successors and assigns.

"Closing Date" means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

"Closing Price" means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

"Costs of Issuance Fund" means the "City of Independence, Missouri, Costs of Issuance Fund – Power Generation Project" created in **Section 501** hereof.

"Cumulative Outstanding Principal Amount" means the aggregate principal amount of all Bonds Outstanding under the provisions of this Indenture, not to exceed $2,000,000,000, as reflected in the records maintained by the Trustee as provided in the Bonds and in this Indenture.

"Event of Default" means any Event of Default as defined in **Section 901** hereof.

"Government Securities" means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

"Investment Securities" means any of the following securities:

(a) Government Securities;

(b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, and Farmers Home Administration;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, and U.S. dollar denominated deposit accounts issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit or deposit accounts shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount

of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least $100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated April 1, 2026, between the City, as lessor, and the Tenant, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Moody's" means Moody's Investors Service, Inc., its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Tenant Representative.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

"Paying Agent" means the Trustee and any other bank or trust company designated by this Indenture as paying agent for the Bonds at which the principal of or interest on the Bonds shall be payable.

"Payment Date" means the date on which principal or interest on any Bond, whether at the stated maturity thereof or the redemption date thereof, is payable, which shall be December 1 of each year that the Bonds are Outstanding.

"Person" means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Project Costs" means all costs of completing the Bond Project and of issuing the Bonds.

"Project Fund" means the "City of Independence, Missouri, Project Fund – Power Generation Project" created in **Section 501** hereof.

"Purchaser" means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC, its successors and assigns, and if such company is dissolved or liquidated or no longer performs the functions of a securities rating agency, "S&P" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Tenant Representative.

"State" means the State of Missouri.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the City and the Trustee pursuant to **Article XI** hereof.

"Supplemental Lease" means any supplement or amendment to the Lease entered into pursuant to **Article XII** hereof.

"Tenant" means IPP Truman LLC, a Missouri limited liability company, and its successors or assigns under the Lease.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means Security Bank of Kansas City, a state banking corporation duly organized and validly existing under the laws of the State of Kansas and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, with a corporate trust office located in Kansas City, Kansas, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

Section 102. Rules of Interpretation.

(a) Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including public bodies, as well as natural Persons.

(b) Wherever in this Indenture it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this

instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision.

(d) Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.

(e) The Table of Contents and the Article and Section headings of this Indenture shall not be treated as a part of this Indenture or as affecting the true meaning of the provisions hereof.

ARTICLE II

THE BONDS

Section 201. Title and Amount of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The Bonds authorized to be issued under this Indenture shall be designated as "City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Power Generation Project), Series 2026." The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $2,000,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of a portion of the Bond Rent derived by the City under the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit A** hereto, in the denomination of $0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the

Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Tenant (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds, the Trustee is authorized to make the final or any interim payments of principal on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated in writing by such Owner and located in the continental United States. The Trustee is also authorized to make interest payments on such Bonds by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Tenant is the sole Owner of the Bonds, then the Tenant may set-off (by book entry or other reasonable means) its obligation to pay Bond Rent to the City as lessee under the Lease against the City's obligations to the Tenant as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Tenant to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Tenant may deliver to the Trustee for cancellation the Bonds and the Tenant shall receive a credit against the Bond Rent payable by the Tenant under the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor or (Interim) City Manager and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred to an Approved Investor only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit B** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the Outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

Section 207. Persons Deemed Owners of Bonds. As to any Bond, the Person in whose name the same is registered as shown on the bond registration books required by **Section 206** hereof shall be deemed and regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any such Bond shall be made only to or upon the order of the Owner thereof or a legal representative thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

Section 208. Authorization of the Bonds.

(a) The Bonds are authorized in the aggregate maximum principal amount of $2,000,000,000 for the purpose of providing funds to pay the costs of the Bond Project, which Bonds shall be designated "City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Power Generation Project), Series 2026." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2050** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit A** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee electronic copies of the following:

(1) The ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Bond Purchase Agreement and the Lease;

(2) Executed counterparts of this Indenture, the Lease and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit B** hereto;

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds constitute valid and legally binding limited and special revenue obligations of the City; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser.

(e) Following the initial issuance and delivery of the Bonds, the Tenant may submit additional requisition certificates in accordance with **Section 6.6** of the Lease, and the Trustee shall, based solely of the amount set forth in the requisition, endorse the Bonds in an amount equal to the amount set forth in each requisition certificate. The date of endorsement of each Principal Amount Advanced (as defined in subsection (g) below) as set forth on **Schedule I** to the Bonds shall be the date of the Trustee's receipt of each requisition certificate. The Tenant shall be deemed to have paid over to the Trustee, and the Trustee shall be deemed to have deposited into the Project Fund, an amount equal to the amount of such requisition. The Trustee shall, at the time of each endorsement, send revised **Schedule I** to the Bonds via facsimile or electronic mail to the Owner and the City. The Trustee shall keep a record of the total requisitions submitted by the Tenant for the Bond Project, and shall notify the Tenant and the City in writing if the requisitions submitted exceed the maximum principal amount of the Bonds.

(f) The Bonds shall bear interest at the rate of 7.00% per annum on the Cumulative Outstanding Principal Amount of the Bonds. Such interest shall be payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the Cumulative Outstanding Principal Amount is paid in full; provided that the aggregate maximum principal amount shall not exceed $2,000,000,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2050**. Interest shall be calculated on the basis of a year of 360 days consisting of twelve months of 30 days each.

(g) The Trustee shall keep and maintain a record of the amount deposited or deemed to be deposited into the Project Fund pursuant to the terms of this Indenture as "Principal Amount Advanced" and shall enter the aggregate principal amount of the Bonds then Outstanding on its records as the "Cumulative Outstanding Principal Amount." On each date upon which a portion of the Cumulative Outstanding Principal Amount is paid to the Owners, pursuant to the redemption provisions of this Indenture, the Trustee shall enter on its records the principal amount paid on the Bonds as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit A** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Tenant on a monthly basis. After the Bond Project has been completed and the certificate of payment of all costs is filed as provided in **Section 504** hereof, the Trustee, to the extent it has not already done so pursuant to this Section or **Section 1012** hereof, shall file a final statement of receipts and disbursements with respect thereto with the City and the Tenant.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Tenant.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds are subject to redemption and payment at any time before the stated maturity thereof, at the option of the Tenant, in whole, if the Tenant deposits an amount sufficient to pay the outstanding principal of and interest accrued on the Bonds on the applicable redemption date.

(b) The Bonds are subject to mandatory redemption, in whole, in accordance with the provisions of the Lease requiring redemption of the Bonds. Bonds to be redeemed pursuant to this paragraph shall be called for redemption by the Trustee on the earliest practicable date for which timely notice of redemption may be given as provided hereunder. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon to the redemption date.

(c) In connection with any redemption under this Section, at its option, the Tenant may deliver to the Trustee for cancellation any Bonds owned by the Tenant and not previously paid, and the Tenant shall receive a credit against the amounts payable by the Tenant for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds so redeemed shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture.

Section 303. Notice of Redemption. If the Bonds are to be called for redemption as provided in **Section 301(a)** hereof, the Tenant shall deliver written notice to the City and the Trustee that it has elected to redeem all or a portion of the Bonds at least 10 days (5 days if the Tenant is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 10 days (5 days if the Tenant is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit A** hereto. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any

applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of Independence, Missouri, Project Fund – Power Generation Project" (herein called the "Project Fund");

(b) "City of Independence, Missouri, Costs of Issuance Fund – Power Generation Project" (herein called the "Costs of Issuance Fund"); and

(c) "City of Independence, Missouri, Bond Fund – Power Generation Project" (herein called the "Bond Fund").

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing, improving, installing and equipping the Bond Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Tenant (or any other party that has made payment on behalf of the Tenant) for payment of, Project Costs upon receipt of requisition certificates signed by the Tenant in accordance with the provisions of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Tenant in accordance with the provisions of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Tenant in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Tenant Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the Lease.

Section 504. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Tenant in the Costs of Issuance Fund shall be used solely to pay costs of issuing the

Bonds or refunded to the Tenant as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum or requisition certificate provided to the Trustee on or before the date of delivery of the Bonds, which shall have attached thereto the statements, invoices and related items described in said closing memorandum or requisition certificate. The Trustee may rely conclusively on the amounts due as shown in the closing memorandum or requisition certificate and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by the date that is six months after the date of this Indenture shall be refunded to the Tenant.

Section 505. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Tenant of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all Bond Rent payable by the Tenant to the City under **Section 4.6(a)** of the Lease; (b) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 505** hereof upon acceleration of the Bonds; and (c) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof.

(b) The Trustee shall notify the Tenant in writing, at least 15 days before each date on which a payment is due under **Section 4.6(a)** of the Lease, of the amount that is payable by the Tenant pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof, moneys in the Bond Fund shall be expended (or deemed to be expended) solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Bond Rent under **Section 4.6(b)** of the Lease shall be expended by the Trustee for the items for which they were received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the

City covenants and agrees, upon request of the Tenant, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Tenant.

(d) After payment in full of the principal of and interest, if any, on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the fees, charges and expenses of the Trustee, the City and any Paying Agent and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Tenant upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Tenant the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Tenant, and the Owner thereof shall be entitled to look only to the Tenant for payment, and then only to the extent of the amount so repaid, and the Tenant shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Funds. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Tenant, signed by the Authorized Tenant Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. Moneys in

the Costs of Issuance fund shall be held un-invested. If the Tenant fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest in such Investment Securities specified in paragraph (e) of the definition of Investment Securities, provided they mature or are subject to redemption before the date such funds will be needed. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees and cash sweep account fees, which may be deducted from income earned on investments; provided that any such fees shall not exceed the interest income on the investment. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such fund, and any loss resulting from such Investment Securities shall be charged to such fund. After the Trustee has notice pursuant to **Section 1001(h)** hereof of the existence of an Event of Default, the Trustee shall direct the investment of moneys in the Bond Fund and the Project Fund. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department. The Trustee may rely on the investment directions of the Authorized Tenant Representative as to both the suitability and legality of the directed investments.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the Trust Estate, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease as Bond Rent promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Abatement Property as a business other than as lessor or to use any funds or revenues from any source other than Bond Rent that is part of the Trust Estate.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such

action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Abatement Property or the Trust Estate.

Section 805. Recordings and Filings. The City shall file financing statements, and hereby authorizes the Trustee to file or cause to be kept and filed continuation statements with respect to such originally filed financing statements related to this Indenture in order to preserve and protect the security of the Owners and the rights of the Trustee hereunder provided a copy of the originally filed financing statement is timely delivered to the Trustee. Unless otherwise notified in writing by the Tenant or City, the Trustee may conclusively rely upon any originally filed financing statements in filing any continuation statements hereunder. The City will cooperate in causing this Indenture and all Supplemental Indentures, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Bond Project and the Trust Estate shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Lease. The City covenants and agrees that it will enforce payment of the Bond Rent under the Lease (at the expense of the Tenant).

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof;

(b) Default in the due and punctual payment of the interest on any Bond, whether at the stated maturity or accelerated maturity thereof, or at any date fixed for redemption thereof; or

(c) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

No default specified above shall constitute an Event of Default until the Trustee or the Owners of 25% in aggregate principal amount of all Bonds Outstanding has given actual notice of such default by registered or certified mail to the City and the Tenant, and the City and the Tenant have had 30 days after

receipt of such notice to correct said default or cause said default to be corrected and have not corrected said default or caused said default to be corrected within such period; provided, however, if any such default (other than a default in the payment of any money) is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the City or the Tenant (as the case may be) within such period and diligently pursued until the default is corrected. While the Tenant shall have no obligation to cure any default under this Indenture, the cure of any default hereunder by the Tenant shall be accepted as if such cure was made by the City.

Section 902. Acceleration of Maturity in Event of Default; Rescission.

(a) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Tenant, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest and all other amounts due hereunder shall thereupon become and be immediately due and payable.

(b) If, at any time after such declaration, but before the Bonds have matured by their terms, all overdue installments of principal and interest upon the Bonds, together with the reasonable and proper expenses of the Trustee, and all other sums then payable by the City under this Indenture are either paid or provisions satisfactory to the Trustee are made for such payment (and all sums then payable as Bond Rent under the Lease by the Tenant have been paid to the City or other appropriate payee), then and in every such case the Trustee shall, but only with the approval of a majority of the Owners of the Bonds then Outstanding, rescind such declaration and annul such default in its entirety.

(c) In case of any rescission, then and in every such case the City, the Trustee, the Tenant and the Owners shall be restored to their former position and rights hereunder respectively, but no such rescission shall extend to any subsequent or other default or Event of Default or impair any right consequent thereon.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and to hold and manage the same. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Tenant a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Tenant with respect to the Bond Rent that is part of the Trust Estate.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by the Owners of 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings. The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** hereof.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the fees, expenses, liabilities and advances incurred or made by the Trustee (including any attorneys fees and expenses) or amounts to be paid pursuant to **Section 903** hereof, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST – To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND – To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910** hereof, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture have been paid, any balance remaining in the Bond Fund shall be paid to the Tenant as provided in **Section 602** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Tenant, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount of all the Bonds then Outstanding, provided, however, that there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Tenant, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** hereof, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the Tenant, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City and the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Abatement Property or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Tenant of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Tenant under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by

the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Tenant Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any such certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on such a certificate or any advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct. In no event shall the Trustee be liable for consequential damages. The Trustee shall not be liable for any act or omission, in the absence of bad faith, when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under the Indenture.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the City to cause to be made any of the payments to the Trustee required to pay the principal of and the interest on the Bonds as the same become due and payable, unless the Trustee is specifically notified in writing of such default by the City or by the Owners of at least 25% in aggregate principal amount of all Bonds then Outstanding.

(i) At any and all reasonable times and subject to the Tenant's reasonable and standard security procedures, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the books, papers and records of the City pertaining to the Trust Estate and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Tenant as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Bond Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the

terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund, Costs of Issuance Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(o) None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 4.6** of the Lease, the Tenant has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Tenant for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee's right to compensation and indemnification relating to period during which it serves as Trustee hereunder shall survive the satisfaction and discharge of this Indenture or it resignation or removal hereunder and payment in full of the Bonds.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Tenant, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Tenant and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Tenant and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture shall have occurred and be continuing, delivered to the Trustee, the Tenant and the Owners and signed by the City. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Tenant (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Tenant may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor or (Interim) City Manager and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such

Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Tenant an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Trust Estate is not paid as required herein, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the Trust Estate, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture, and in particular in case of the enforcement of either this Indenture upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Tenant), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this

Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, to the City, the Tenant and to any Owner requesting the same and, upon the request of the City, the Tenant or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment);

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners or the Trustee or either of them;

(c) To more precisely identify any portion of the Trust Estate or to add additional property thereto;

(d) To conform the Indenture to amendments to the Lease made by the City and the Tenant; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Section contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Tenant's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Tenant shall not become effective unless and until the Tenant shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Tenant's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Tenant at least 15 days before the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Tenant as may be required (a) by the provisions of the Lease, (b) for the purpose of curing any ambiguity or formal defect or omission in the Lease, (c) so as to more precisely identify the Trust Estate or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment). Notwithstanding the above, the consent of the Trustee shall be necessary only for Supplemental Leases that alter the Bond Rent provisions of the Lease.

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Tenant without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Tenant shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Notwithstanding the above, the consent of the Owners shall be necessary only for Supplemental Leases that alter the Bond Rent provisions of the Lease.

Section 1203. Opinion of Counsel. In executing or consenting to any Supplemental Lease permitted by this Article, the City and the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed to the Trustee and the City stating that the executing of such Supplemental Lease is authorized or permitted by the Lease and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and as Bond Rent under the Lease, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Tenant execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Tenant under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** hereof or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for

the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Tenant shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Tenant is the only Owner of the Bonds. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Tenant or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Tenant or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

City of Independence, Missouri
20201 E. Jackson Drive
Independence, MO 64057
Attention: City Manager

(b) To the Trustee:

Security Bank of Kansas City
701 Minnesota Ave. Suite 206
Kansas City, KS 66101
ATTN: Corporate Trust Department

(c) To the Tenant:

IPP Truman LLC
c/o Exigent Energy
4851 LBJ Freeway, Suite 325
Dallas, Texas 75244
Attn: General Counsel

With a copy to:

Exigent Energy
c/o Exigent Energy
4851 LBJ Freeway, Suite 325
Dallas, Texas 75244
Attn: Creede Williams
email: cwilliams@exigentenergy.com

With a copy to:

NorthPoint Development, LLC
3315 N. Oak Trafficway
Kansas City, MO 64116
Attn: Nathaniel Hagedorn
email: nhagedorn@northpointkc.com

And with a copy to:

Polsinelli PC
900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attn: Korb Maxwell
email: kmaxwell@polsinelli.com

(d) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Tenant. The City, the Tenant and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Tenant Representative. If the Tenant elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. By submitting such instructions or directions, the Tenant agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

Section 1409. City Consents. The Mayor or (Interim) City Manager of the City is authorized, unless expressly provided herein, to grant on behalf of the City such consents and waivers relating to the Bonds, this Indenture or the Lease as may be requested during the term thereof; provided, such consents and/or waivers shall not increase the principal amount of the Bonds, increase the term of the Lease or the tax exemption as provided for therein, or materially change the nature of the transaction.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, City of Independence, Missouri, has caused this Indenture to be signed in its name and behalf by its (Interim) City Manager and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

SECURITY BANK OF KANSAS CITY,
as Trustee

By _____
Name:
Title:

[SEAL]

ATTEST:

By _____
Name:
Title:

EXHIBIT A

FORM OF BONDS

THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

No. 1 **Not to Exceed $2,000,000,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(POWER GENERATION PROJECT)
SERIES 2026

Interest Rate	Maturity Date	Dated Date
7.00%	December 1, 2050	_____ ___, 2026

OWNER: **IPP TRUMAN LLC**

MAXIMUM PRINCIPAL AMOUNT: **TWO BILLION DOLLARS**

THE CITY OF INDEPENDENCE, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts (or by book entry as provided in the Indenture), and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer (or by book entry as provided in the Indenture), or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 2026, and continuing thereafter until the earlier of the date on which said Cumulative Outstanding Principal Amount is paid in full or the Maturity Date. Interest on each advancement of the principal amount of this Bond shall accrue from the date that such advancement is made, computed on the basis of a year of 360 days consisting of 12 months of 30 days each.

As used herein, the term "Cumulative Outstanding Principal Amount" means all Bonds outstanding under the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is one of a duly authorized series of Bonds of the City designated "City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Power Generation Project), Series 2026," in the maximum aggregate principal amount of $2,000,000,000 (the "Bonds"), to be issued for the purpose of acquiring, constructing, improving, installing and equipping a project located at 21500 East Truman Road, Independence MO 64056 (the "Bond Project"). The City will lease the land on which the Bond Project will be located (the "Abatement Site"), the improvements to be made thereon and equipment to be installed therein (collectively, the "Abatement Property") to IPP Truman LLC, a Missouri limited liability company (the "Tenant"), under the terms of a Lease Agreement dated April 1, 2026 (said Lease Agreement, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Lease"), between the City and the Tenant, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of April 1, 2026 (said Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"), between the City and Security Bank of Kansas City, as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and prepayment as stated in the Indenture.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of a portion of the Bond Rent derived by the City under the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Trust Estate, as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Tenant directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Independence, Missouri, Bond Fund – Power Generation Project".

THE OWNER of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of this Bond or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

THIS BOND is transferable, as provided in the Indenture, only upon the books of the City kept for that purpose at the above-mentioned office of the Trustee by the Owner hereof in Person or by such Person's duly authorized agent, upon surrender of this Bond together with a written instrument of transfer reasonably satisfactory to the Trustee duly executed by the Owner or such Person's duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amounts, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The City, the Trustee and any Paying Agent may deem and treat the Person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

THE BONDS are issuable in the form of one fully-registered Bond in the maximum principal amount of $2,000,000,000.

THIS BOND shall not be valid or become obligatory for any purposes or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of Missouri.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Independence, Missouri has caused this Bond to be executed in its name by the manual or facsimile signature of its (Interim) City Manager, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds
of the issue described in the
within-mentioned Indenture.

Registration Date: _____

SECURITY BANK OF KANSAS CITY,
as Trustee

By _____
Authorized Signatory

CITY OF INDEPENDENCE, MISSOURI

By: _____
Interim City Manager

ATTEST: (Seal)

_____
City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(POWER GENERATION PROJECT)
SERIES 2026

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

[PLACE MEDALLION GUARANTEE OR NOTARY AUTHENTICATION BELOW]

EXHIBIT B

FORM OF REPRESENTATION LETTER

City of Independence, Missouri
111 E. Maple Avenue
Independence, MO 64050
Attention: City Clerk

Security Bank of Kansas City
701 Minnesota Ave. Suite 206
Kansas City, KS 66101
Attention: Corporate Trust Department

Re: $2,000,000,000 Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Power Generation Project), Series 2026 of the City of Independence, Missouri

Ladies and Gentlemen:

In connection with the purchase of the above-referenced Bonds (the "Bonds"), the undersigned purchaser of the Bonds (the "Purchaser") hereby represents, warrants and agrees as follows:

1. The Purchaser fully understands that (a) the Bonds have been issued under and pursuant to a Trust Indenture dated as of April 1, 2026 (the "Indenture"), between the City of Independence, Missouri (the "City") and Security Bank of Kansas City, as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain Bond Rent (as defined in the Indenture) payable under a lease of certain property to a private sector company (the "Tenant"), under a Lease Agreement dated as of April 1, 2026 (the "Lease"), between the City and the Tenant, with a portion of the Bond Rent being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture.

5. The Tenant has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the

purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Tenant have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Tenant and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

9. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 204(c)** of the Indenture.

10. The Purchaser is the lessee under the Lease.

Dated: _____, 20___

[PURCHASER OF BONDS]

By:_____
Name: _____
Title: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**"), dated as of April 1, 2026, shall become effective as of April ___, 2026 (the "**Commencement Date**"), by and between the City of Independence, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri ("**Landlord**"), and IPP TRUMAN LLC, a Missouri limited liability company ("**Tenant**").

WITNESSETH:

For and in consideration of the rent hereinafter provided, and for and in consideration of the mutual agreements herein set forth and for other good and valuable consideration, Landlord hereby leases, and Tenant hereby takes the premises herein described, upon and subject to the terms and conditions herein set forth, for the term herein stated, as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. The underscored terms set forth below shall have the respective meanings indicated for purposes of this Lease:

Abatement Period. The term "**Abatement Period**" means:

(1) for the Abatement Phase 1 Real Property – the period starting the day after the end of the Abatement Real Property Construction Period and running for 20 calendar years, ending on December 31st in the 20th calendar year of the Abatement Period, *provided that*, the Abatement Period shall end no later than December 31, 2050. For avoidance of doubt, if the end of the Abatement Real Property Construction Period is December 31, 2026, the first year of the Abatement Period would be 2027 and the last year would be 2046;

(2) for the Abatement Phase 2 Real Property – the period starting the day after the end of the Abatement Real Property Construction Period and running for 20 calendar years, ending on December 31st in the 20th calendar year of the Abatement Period, *provided that*, the Abatement Period shall end no later than December 31, 2050. For avoidance of doubt, if the end of the Abatement Real Property Construction Period is December 31, 2029, the first year of the Abatement Period would be 2030 and the last year would be 2049; and

(3) for the Abatement Personal Property – for each item of Abatement Personal Property, the period starting on the first January 1 after such item of Abatement Personal Property is placed in service (meaning ready and available for its specific use) at the Abatement Site and running for 20 calendar years, ending on December 31st in the 20th calendar year of the Abatement Period, *provided that*, the final Abatement Period for any Abatement Personal Property shall end no later than the earlier of December 31, 2050 or the end of the Abatement Period for the Abatement Phase 2 Real Property; *further provided that*, in order to start the Abatement Period for an item of Abatement Personal Property on

a particular January 1, such item must be included in a Bond Requisition Certificate submitted to the Bond Trustee by December 31 of the prior year.

Abatement Personal Property. The term "**Abatement Personal Property**" means all personal property purchased, constructed, installed and otherwise improved or located on the Abatement Site by the Tenant pursuant to this Lease and paid for from the proceeds of Bonds. To the extent any such property is not paid for in whole from the proceeds of the Bonds, such portion as was not paid for from proceeds of the Bonds shall not constitute Abatement Personal Property and shall be subject to *ad valorem* property taxes, to be paid by the Tenant.

Abatement Phase 1 Real Property. The term "**Abatement Phase 1 Real Property**" means that portion of the Abatement Real Property consisting of a natural-gas-fueled power generation station anticipated to generate approximately 262 megawatts.

Abatement Phase 2 Real Property. The term "**Abatement Phase 2 Real Property**" means that portion of the Abatement Real Property consisting of a natural-gas-fueled power generation station anticipated to generate approximately 850 megawatts.

Abatement Property. The term "**Abatement Property**" means, collectively, the Abatement Site, the Abatement Personal Property and the Abatement Real Property.

Abatement Real Property. The term "**Abatement Real Property**" means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved or located on the Abatement Site by the Tenant pursuant to this Lease and paid for from the proceeds of Bonds. To the extent any such property is not paid for in whole from the proceeds of the Bonds, such portion as was not paid for from proceeds of the Bonds shall not constitute Abatement Real Property and shall be subject to *ad valorem* property taxes, to be paid by the Tenant.

Abatement Real Property Construction Period. The term "**Abatement Real Property Construction Period**" means:

(1) for the Abatement Phase 1 Real Property – the period starting on the Commencement Date and ending on December 31st of the year in which the Abatement Phase 1 Real Property reaches Substantial Completion; and

(2) for the Abatement Phase 2 Real Property – the period starting on the Commencement Date and ending on December 31st of the year in which the Abatement Phase 2 Real Property reaches Substantial Completion.

Abatement Site. The term "**Abatement Site**" means the Land, and specifically excludes the Pre-Existing Improvements.

Additional Rent. The term "**Additional Rent**" shall have the meaning set out in Section 4.5.

Applicable Laws. The term "**Applicable Laws**" shall mean all federal, state, county, and city laws, ordinances, rules, and regulations of any governmental authorities, and all requirements of any legally-constituted public authority, any of which affect the Premises or Abatement Property.

Base Rent. The term "**Base Rent**" means the base rental, defined as such and set forth in Article 4.

Bond or Bonds. The term "**Bond or Bonds**" means the Taxable Industrial Development Revenue Bonds (Power Generation Project), Series 2026, in the maximum aggregate principal amount of $2,000,000,000, issued, authenticated and delivered under and pursuant to the Bond Indenture.

Bond Indenture. The term "**Bond Indenture**" means the Trust Indenture, as from time to time amended and supplemented in accordance with its terms, between the Landlord and the Bond Trustee under which the Bonds are issued.

Bond Rent. The term "**Bond Rent**" means all rentals described in Section 4.6 of this Lease.

Bond Requisition Certificate. The term "**Bond Requisition Certificate**" has the meaning given in Section 6.6 of this Lease.

Bond Trustee. The term "**Bond Trustee**" means Security Bank of Kansas City, a state banking corporation duly organized and validly existing under the laws of the State of Kansas and authorized to accept and execute trusts of the character herein set forth under the laws of the State of Missouri, with a corporate trust office located in Kansas City, Kansas, as Trustee, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Bond Trustee under the Bond Indenture.

City. The term "**City**" means the City of Independence, Missouri.

Commencement Date. The term "**Commencement Date**" means April ___, 2026.

Demolition Improvements. The term "**Demolition Improvements**" means those Pre-Existing Improvements listed on Exhibit C attached hereto and incorporated herein and which are to be demolished pursuant to Section 6.7 hereof.

Generation Equipment. The term **"Generation Equipment"** means machinery and associated facilities attached to the Land and/or Improvements that are used to convert an energy source (i.e., fuel) into electrical energy.

Good Utility Practice. The term "**Good Utility Practice**" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to

the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the industry and region.

Impositions. The term "**Impositions**" means the taxes, assessments and other rates, levies and governmental charges, defined as such and set forth in Article 5.

Improvements. The term "**Improvements**" means the buildings and improvements constructed on the Land by or on behalf of Tenant during the term of this Lease, and/or constructed or erected on the Land during the Term of this Lease, including the Power Plants, as well as any future additions, replacements, or alterations thereto, and any attachments, appliances, equipment, machinery, and other fixtures attached to said buildings and improvements or otherwise located on the Premises, other than the Pre-Existing Improvements and the Landlord Infrastructure.

Land. The term "**Land**" means the parcels of land depicted in Exhibit A-1 and legally described in Exhibit A-2 attached hereto and by this reference made a part hereof and the easements, rights, hereditaments and other appurtenances now or hereafter appurtenant to, benefiting or serving such parcel, but not including any Improvements or Pre-Existing Improvements. The Land consists of two parcels, also known as Phase 1 and Phase 2.

Landlord. In addition to the meaning ascribed to the term "**Landlord**" in Section 20.5 hereof, the term "Landlord" means the Landlord named herein and any person, firm, corporation or other legal entity who or which shall succeed to Landlord's legal and equitable fee simple title to the Land (any such successor to be conclusively deemed to have assumed the obligations of "Landlord" herein by virtue of such succession).

Landlord Infrastructure. The term "**Landlord Infrastructure**" has the meaning given in Section 13.3 of this Lease.

Landlord Mortgage. The term "**Landlord Mortgage**" means any mortgage granted or made by Landlord to grant to a Landlord Mortgagee a security interest in Landlord's interest in the Premises and/or in this Lease and shall include whatever security instruments are used in the State of Missouri to secure such interests including without limitation, financing statements, security agreements, mortgages, deeds of trust, and any other documentation required to so secure such interest; provided, however, that Landlord shall not grant, create, or permit any Landlord Mortgage without the prior written consent of Tenant, which consent may be withheld in Tenant's sole discretion.

Landlord Mortgagee. The term "**Landlord Mortgagee**" means the holder or secured party under a Landlord Mortgage.

Lease. The term "**Lease**" means this Lease Agreement by and between the Landlord, and Tenant. Notwithstanding any provision to the contrary in this Lease or any associated documents (including the Leasehold Mortgage Agreement), Tenant's leasehold interest, this Lease itself, and any Leasehold Mortgage are explicitly subordinate and inferior to the Landlord's fee simple title to the Land. The Landlord's fee simple interest is superior to all other interests referenced herein.

Leasehold Mortgage. The term "**Leasehold Mortgage**" means any leasehold mortgage granted or made by Tenant to grant to a Leasehold Mortgagee a security interest in Tenant's

leasehold interest in this Lease and shall include whatever security instruments are used in the State of Missouri to secure the mortgagee's interest in the leasehold interest of Tenant under this Lease without limitation, financing statements, security agreements, mortgages, deeds of trust, and any other documentation required to so secure such interest.

Leasehold Mortgagee. The terms "**Leasehold Mortgagee**" means the holder or secured party under a Leasehold Mortgage.

Permitted Encumbrances. The term "**Permitted Encumbrances**" means only the encumbrances described in Exhibit B hereto.

PILOT Payments. The term "**PILOT Payments**" means the payments in lieu of tax required by **Section 6.3** of this Lease.

Post-Abatement Lease. The term "**Post-Abatement Lease**" means the ground lease attached to this Lease as Exhibit E.

Power Plants. The term "**Power Plants**" means those two certain gas-fueled power plants (each a "**Power Plant**," also referred to as the "**Phase 1**" and "**Phase 2**" plants) built on the Land by Tenant during the term of this Lease, together with related improvements and fixtures, including the Generation Equipment.

Power Purchase Agreement. The term **"Power Purchase Agreement"** means that certain Power Purchase Agreement between Tenant and Landlord dated December 5, 2025, regarding a 262 MW facility and that certain Power Purchase Agreement between Tenant and Landlord dated December 5, 2025, regarding an 850 MW facility, together, and includes all Exhibits and Attachments thereto.

Project. The term "**Project**" means the Power Plants and any related facilities, improvements, or other development that Tenant develops and operates on the Land.

Pre-Existing Improvements. The term "**Pre-Existing Improvements**" means improvements located on the Land prior to Tenant's taking possession thereof pursuant to the terms and provisions of this Lease.

Premises. The term "**Premises**" means the Land and any Improvements.

Substantial Completion. The term "**Substantial Completion**" means the point where the applicable portion of the Abatement Real Property is sufficiently complete so that the Tenant can utilize it for the purpose of generating electricity at or near the amount intended for such phase of the Abatement Real Property.

Tenant. In addition to the meanings ascribed to the term "**Tenant**" in Section 20.5 hereof, the term "Tenant" means the Tenant named herein, and any person, firm, corporation or other legal entity to whom or to which Tenant's interest in this Lease shall be assigned.

Tenant Personal Property. The term "**Tenant Personal Property**" means any and all furniture, fixtures, equipment and other personal property, including without limitation,

replacements and substitutions therefor, and all leases thereof and all rents, revenues, income, profits, royalties, deposits and proceeds therefrom, now or hereafter owned, leased or used by or through Tenant and/or any Tenant Property Party and their respective successors, assigns, and/or transferees.

Tenant Property. The term "**Tenant Property**" means the Improvements and all Tenant Personal Property, including the Power Plants and the Generation Equipment.

Tenant Property Party. The term "**Tenant Property Party**" means Tenant, any person or entity occupying or using any part of the Improvements or Premises by or through Tenant (or its lessees, successors or assigns) and/or any person or entity holding an ownership or security interest in any Tenant Property.

ARTICLE 2
THE DEMISE FOR THE TERM

Section 2.1 Demise. Landlord hereby leases to Tenant the Abatement Property and the Premises situated in Jackson County, Missouri, described and depicted on Exhibits A-1 and A-2 attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same unto Tenant and its successors and assigns, from the Commencement Date and continuing thereafter for the remaining term of this Lease.

Section 2.2 Term. This Lease shall terminate upon the earliest of the following: (1) December 31 of the last year of the latest-ending Abatement Period, (2) December 31, 2050, or (3) earlier termination as provided herein (the period between the Commencement Date and the date of such termination being the "**Term**"). The parties acknowledge and stipulate that the commencement of the Post-Abatement Lease term shall occur immediately and seamlessly upon expiration or termination of this Lease, such that there shall be no interruption in Tenant's rights to occupy and use the Premises between the expiration of this Lease and commencement of the Post-Abatement Lease, and that Tenant will be deemed to accept the Premises on such date under the Post-Abatement Lease. In the event that a notice to terminate is given, this Lease shall terminate on the day stated in such notice, and Tenant shall pay all rent and other charges payable under this Lease through and including such termination date and shall provide for the redemption of the Bonds on the next available optional redemption date under the Bond Indenture. On the date of any termination, or as soon thereafter as reasonably practicable, the Landlord shall convey title to the Abatement Real Property and the Abatement Personal Property to the Tenant.

Section 2.3 Lease Not Terminable Except as Provided Herein. Except as otherwise expressly provided for herein, this Lease shall not be terminated by Landlord.

Section 2.4 Tenant shall have no conveyance or repair obligations at the expiration or earlier termination of this Lease except as expressly provided for in Article 16 below.

ARTICLE 3
TITLE; QUIET ENJOYMENT

Section 3.1 Warranty of Title. Landlord represents, warrants and covenants that it holds good and marketable fee simple title to the Land, free and clear of any and all easements, rights of way, restrictions, conditions, covenants, or encumbrances other than the Permitted Encumbrances as provided in Exhibit B and any liens or encumbrances created by Tenant subsequent to the Commencement Date. Landlord further represents, warrants and covenants that it has the full right and lawful authority to execute this Lease, to make the demise and grants as set forth herein, and to perform the obligations of Landlord hereunder, and that the execution, delivery and performance of this Lease does not and will not violate any agreement, law, regulation, order or decree to which Landlord is subject. These representations, warranties and covenants shall survive the execution and delivery of this Lease and shall continue throughout the Term.

Section 3.2 Covenant of Quiet Enjoyment. Landlord covenants that so long as Tenant is performing its covenants and agreements herein and observing the provisions of this Lease after giving effect to all applicable cure periods, Tenant shall peaceably and quietly have possession of and enjoy the Premises and the Abatement Property in accordance with the terms of this Lease, without hindrance or molestation by Landlord or any persons claiming by, through or under Landlord, subject only to the Permitted Encumbrances as provided in Exhibit B and any liens or encumbrances created by Tenant subsequent to the Commencement Date. Landlord shall not agree nor consent to any agreement, covenant, restriction, easement or other encumbrance affecting the Premises or the Abatement Property during the term of this Lease without first obtaining the written consent of Tenant in each instance, which consent may be granted or withheld by Tenant at Tenant's reasonable discretion.

Section 3.3 Leasehold Policy. In the event that Tenant shall request same in connection with the granting of a Leasehold Mortgage, or for any reason, Landlord, within ten (10) business days of Tenant's written request, shall deliver to the title company designated by Tenant a commercially reasonable owner's affidavit in form and substance satisfactory to such title company solely for standard underwriting purposes, and execute and deliver such other documents as may be reasonably necessary for the title company to issue a leasehold title insurance policy (including an ALTA Leasehold Owner's Policy or equivalent) issued by such title company as of the Commencement Date, or as of such other later date as Tenant may request, subject to title company underwriting approval, insuring Tenant's leasehold interest in the Premises and/or the Abatement Property in an amount equal to the full insurable value of Tenant's leasehold interest as determined by Tenant, that: (a) lists as title exceptions only the Permitted Encumbrances as provided in Exhibit B and standard printed exceptions (except those that may be removed by a typical owner's affidavit and, if obtained by Tenant, an ALTA survey); and (b) includes such title endorsements as Tenant may reasonably request, including without limitation, access, survey, zoning, contiguity, and leasehold tax parcel endorsements; provided that Landlord shall not be required to make any representations with respect to the Abatement Real Property or the Abatement Personal Property. Landlord shall cooperate in good faith and execute all documents reasonably required by the title company to issue such policy and endorsements. The full cost of the policy, including any endorsements, ALTA survey, or other fees shall be at Tenant's sole expense. Notwithstanding anything in this Section to the contrary, Landlord shall not be required to execute any affidavit or other document under this Section that (1) imposes a financial obligation on or contains any

guarantee by Landlord, or (2) contains representations as to the present condition of the Premises, Project, Improvements, or Abatement Property or title thereto other than with respect to the Landlord's ownership of the Land and encumbrances caused or consented to by the Landlord, and any work conducted thereat at the direction or request of Landlord (which does not include work completed by or at the direction of Tenant under this Lease).

ARTICLE 4
RENT

Section 4.1 Base Rent. Tenant covenants to pay to Landlord, without set-off or deduction, as a net base rental ("**Base Rent**") for the Premises and the Abatement Property from and after the Commencement Date, the amount equal to $10.00 per month, payable monthly in advance, on the first business day of each month during the Term; provided, however, Tenant may prepay any portion of the then remaining Term at any time. Subject to Section 4.5 below, Base Rent shall not increase during the Term of the Lease. The parties hereto agree and recognize that Landlord shall be receiving additional consideration for its duties and obligations under this Lease pursuant to the Power Purchase Agreement. Any default by Tenant under the Power Purchase Agreement, including the Confidentiality Agreement thereto, subject to any applicable cure rights provided in the Power Purchase Agreement, shall constitute a default by Tenant under this Lease, subject to the cure rights provided for in Section 14.1 below.

Section 4.2 Proration of Base Rent. In the event Tenant is obligated to pay Base Rent for a period which is less than one month, the installment of Base Rent shall be prorated on the basis of the number of days in such period.

Section 4.3 Place of Payment. All rentals payable hereunder shall be paid to Landlord at the address set forth in Article 19 unless Tenant is otherwise instructed in writing by Landlord.

Section 4.4 Expenses and Deposits. It is the purpose and intent of Landlord and Tenant that the Base Rent and Bond Rent herein provided to be paid to Landlord by Tenant be full payment to Landlord for rentals due hereunder. Subject to the other terms and provisions of this Lease, Tenant shall also be responsible for all costs, expenses, insurance, obligations or Impositions of every kind or nature related to the Premises and the Abatement Property whether the same shall be due and payable to Landlord or a third party, arising out of Tenant's use, occupancy and activities on the Premises and the Abatement Property during the Term.

Section 4.5 Absolute Net Lease. It is the purpose and intent of Landlord and Tenant that the Base Rent and Bond Rent herein provided to be paid to Landlord by Tenant be net to Landlord and costs, expenses, obligations, assessments, Impositions, and maintenance which Tenant assumes or agrees to discharge pursuant to this Lease which may arise or become due during the Term shall be paid by Tenant as "**Additional Rent**." However, nothing herein contained shall be deemed to require Tenant to pay or discharge any liens or mortgages of any character whatever which may be placed upon the Premises or the Abatement Property by the affirmative act of Landlord or any costs or expenses required to be paid by Landlord under any Landlord Mortgage or costs or expenses incurred by Landlord in complying with the provisions of any Landlord Mortgage or with any of Landlord's obligations hereunder. As used herein, the terms "**Rent**" or "**rent**" shall mean Base Rent, Bond Rent and Additional Rent. Notwithstanding

anything to the contrary in this Lease, Tenant is not responsible for and is not assuming any liability for, nor is Tenant indemnifying, holding Landlord harmless from or against or defending Landlord against any claims, losses, liabilities, damages, costs or expenses associated with, arising out or in connection with any income tax consequences to which Landlord is subject as a result of this Lease.

Section 4.6 Bond Rent. The Tenant shall pay as Bond Rent, at the times described below, the following amounts:

(a) on or before each December 1, commencing December 1, 2026 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount equal to the interest on the Bonds. On December 1 of the final year of the Term, the Tenant shall also pay an amount equal to all principal then outstanding on the Bonds. Such payment shall be paid directly to the Bond Trustee and shall be deposited in accordance with the provisions of the Bond Indenture. Provided that the Tenant is the sole holder of the Bonds, the Tenant may set-off the then-current payment required under this subsection against the Landlord's obligation to the Tenant as "Bondholder" under the Bond Indenture in lieu of delivery of such rent, without providing notice of such set-off to the Bond Trustee. The Bond Trustee may conclusively rely on the absence of any notice from the Tenant to the contrary as evidence that such set-off has occurred. On the final payment date for the Bonds, the Tenant will (a) if the Bond Trustee holds the Bonds, notify the Bond Trustee of the Bonds not previously paid that are to be cancelled or (b) if an entity other than the Bond Trustee holds the Bonds, deliver or cause to be delivered to the Bond Trustee for cancellation Bonds not previously paid. The Tenant shall receive a credit against the rent payable under this subsection by the Tenant in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon. The Tenant, at its option, may at any time deliver to the Bond Trustee for cancellation Bonds owned by the Tenant and not previously paid, and the Tenant shall receive a credit against any amounts payable by the Tenant for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

(b) to the Bond Trustee, within 30 days after receiving an itemized invoice therefor:

(1) all fees, charges and expenses, including reasonable agent and counsel fees and expenses, of the Bond Trustee incurred under or arising from the Bond Indenture or this Lease; and

(2) all fees, charges and expenses incurred in connection with the enforcement of any rights under this Lease or the Bond Indenture by the Bond Trustee, including reasonable counsel fees and expenses.

(c) to the Landlord, on or before December 1 of each year, any PILOT Payments due for such year.

ARTICLE 5
PAYMENT OF TAXES, ASSESSMENTS, AND OTHER IMPOSITIONS; TAX EXEMPTIONS

Section 5.1 Payment of Impositions. Except as otherwise expressly set forth herein, Tenant shall be solely responsible for and agrees to pay, prior to the imposition of any fines, penalties or interest thereon, to include without limitation any and all present and future, foreseen and unforeseen, federal, state, county, and city taxes, assessments, water, sewer and other utility rates, business, neighborhood, or community improvement district charges (including assessments for capital public improvements or benefits), and governmental levies, including those that may be substitute for or an addition to the current real estate tax system (all of which are hereinafter sometimes referred to as "**Impositions**"), which, as a result of the existence of the Land or the Improvements or both, are assessed, levied, confirmed, imposed or become a lien upon the Land or upon the Improvements or both during the Term; provided, however, that Landlord shall use commercially reasonable efforts to cause the tax bills or copies thereof in respect of such Impositions to be furnished to Tenant promptly upon Landlord's receipt. Tenant's failure to timely pay such Impositions, provided that the bills for same were timely provided by Landlord to Tenant, shall constitute a default of this Lease. Any Imposition relating to a fiscal period of the taxing authority, a part of which is included within the Term and a part of which is included in a period of time after the expiration of the Term, shall be adjusted as between Landlord and Tenant as of the expiration of the Term, based on the actual tax bill at that time, so that Landlord shall pay an amount which bears the same ratio to such Imposition which that part of such fiscal period outside the Term of this Lease bears to such fiscal period. Tenant's obligation to pay all Impositions and Additional Rents payable for periods within the Term of this Lease shall survive the termination or expiration of the Lease until all such Impositions are paid in full.

Section 5.2 Place of Payment. All Impositions payable hereunder shall be paid directly by Tenant to the relevant payees of such Impositions, if such direct payment is permitted; if not, Tenant shall pay same to Landlord, who shall immediately pay same to the relevant payees. Tenant shall notify Landlord prior to Tenant's payment to Landlord for such purposes.

Section 5.3 Limitations. Except any of the following Landlord taxes or fees which are presently or in the future enacted in lieu of or as a substitute for a property tax that Tenant would otherwise be responsible for (such as a general real estate tax), nothing herein shall obligate Tenant to pay federal, state or local (i) franchise, capital stock or similar taxes, if any, of Landlord, (ii) income, excess profits or other taxes, if any, of Landlord, determined on the basis of its net income, or (iii) any estate, inheritance, succession, gift or similar tax, or (iv) any capital gains tax imposed on Landlord by the State of Missouri in connection with the sale of the Premises or the Abatement Property or any federal capital gains tax, unless the taxes referred to in clauses (i) and (ii) above are in lieu of or a substitute for any other tax, assessment or other charge upon or with respect to any of the Premises or the Abatement Property which, if such other tax, assessment or other charge were in effect, would be payable by Tenant. In the event that any assessment against any of the Premises or the Abatement Property may be paid in installments, Tenant shall have the option to pay such assessment in installments; and, in such event, Tenant shall be liable only for those installments which become due and payable during the Term to the extent incurred in the Term. Tenant shall pay the general and special real estate taxes and other Impositions as enumerated in this Article 5 of the Lease prior to their becoming delinquent and

shall deliver copies of official receipts evidencing such payment to Landlord, at the place at which Rent payments are required to be made, prior to accrual of any penalties assessed for late payment. Landlord shall not propose or agree to the imposition of any new assessments against the Land or Improvements, whether in connection with the construction of new infrastructure or otherwise, without Tenant's prior written consent, at Tenant's reasonable discretion, provided that the foregoing shall not restrict Landlord from imposing new taxes in its governmental capacity provided that such new taxes are generally applicable and are imposed in good faith as part of the regular conduct of Landlord's governmental obligations and not targeted in any way at the Tenant or the Project.

Section 5.4 Right to Contest Impositions. Landlord shall use commercially reasonable efforts to cause all valuation notices and other information relating to Impositions that the Landlord receives from the applicable governmental authority to be delivered to Tenant within fifteen (15) days of Landlord's receipt thereof. Except when the new valuation or assessment is less than two percent (2%) greater than the immediately previous valuation or assessment, if Tenant shall in good faith desire to contest the validity of such general real estate taxes or special assessments or other Impositions, Tenant shall have the right to do so without being in default hereunder provided that: (i) Tenant shall give Landlord prompt written notice of Tenant's intention to institute such legal proceedings as are appropriate; (ii) such proceedings shall be promptly instituted and conducted in good faith and with due diligence, and (iii) the Premises shall not be in imminent danger of being sold, forfeited or lost as a result of Tenant's contesting the validity of such general real estate taxes or special assessments or other Impositions. Such written notice shall be given by Tenant to Landlord and the appropriate governmental agency not fewer than five (5) business days before such taxes or other charges proposed to be contested are due. Concurrently, Tenant shall provide proof, in a form acceptable to Landlord, of financial security (i.e. a cash deposit, bond or escrow account), in an amount equal to at least 125% of the amount of the contested Impositions, plus estimated interest and penalties, to guarantee payment of the taxes, penalties, and interest, and the discharge of any lien thereof, if the contest is unsuccessful. The proceeds of such security shall be used to pay the Impositions and any associated costs if Tenant does not promptly pay them in the event of a final adverse determination. Notwithstanding the foregoing, in the event that the Impositions are paid prior to Tenant's contesting the amount of same, the immediately preceding sentence shall not apply, and Tenant shall not be obligated to provide any form of financial security. If Tenant is successful, Landlord shall promptly refund Tenant the amount of the reduction (net of Landlord's actual out-of-pocket costs and attorneys' fees, if any). Landlord agrees to cooperate with Tenant in any such proceeding, at no cost to Landlord. All costs associated with such contest, including attorney fees, shall be the responsibility of Tenant.

Section 5.5 Failure to Pay Impositions. If Tenant shall fail, refuse, or neglect to make any of the payments in this Article 5 required on or before the date due, then Landlord may, at its option and without waiver of the default thus committed by Tenant, upon five (5) business days' prior written notice to Tenant, pay same, and the amount of money so paid, including reasonable attorney's fees and expenses incurred in connection with such payments, together with interest on all of such amounts at the Over Due Rate set forth below shall be repaid by Tenant to Landlord upon demand. All amounts payable by Tenant pursuant to this Article 5 shall be deemed "Additional Rent" hereunder, and the payment thereof may be collected by Landlord in the same manner as though said amount were an installment of Rent specifically required by the terms of this Lease to be paid by Tenant to Landlord.

Section 5.6 Property Tax Exemption. The Landlord and the Tenant expect that, during the appropriate Abatement Periods, the various components of the Abatement Property will be exempt from all *ad valorem* real and personal property taxes by reason of Landlord ownership, and the Landlord agrees that it will (at the expense of the Tenant) cooperate with the Tenant to defend such exemption against all parties. The Landlord and the Tenant further acknowledge and agree that the Landlord's obligations hereunder are contingent upon the Tenant making the payments due under and otherwise complying with the terms of this Lease.

Section 5.7 Sales Tax Exemption on Construction Materials. Upon request of the Tenant after the issuance of the Bonds, the Landlord will issue a sales tax exemption certificate to the Tenant for construction materials to be purchased for the Abatement Real Property and the Landlord shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Tenant shall use the exemption certificate only for the purchase of construction materials to be incorporated into the Abatement Real Property and shall not use the exemption certificate for the purchase of any personal property other than construction materials (specifically, the Abatement Personal Property). The Tenant shall indemnify and defend the Landlord and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the Landlord's furnishing of the exemption certificate.

ARTICLE 6
IMPROVEMENTS, BONDS AND RELATED PROVISIONS

Section 6.1 Improvements. Tenant shall have the right to construct upon the Land, any and all Improvements reasonably necessary or beneficial for the purposes of operating the Project thereon ("**Tenant's Work**"), provided that: (i) before beginning Tenant's Work, Tenant shall provide Landlord with all necessary plans and specifications for such Tenant's Work, (ii) if the cost of the Tenant's Work will exceed One Million and 00/100 Dollars ($1,000,000.00), then before beginning Tenant's Work, Tenant shall be required to obtain Landlord's consent to same, such consent not to be unreasonably withheld, conditioned or delayed, (iii) all such Improvements shall be constructed in a good and workmanlike manner, in accordance with Good Utility Practice, (iv) all such Improvements, and the construction and use thereof, shall comply with all Applicable Laws and with applicable permits, and (v) upon completion of Tenant's Work, Tenant shall deliver to Landlord copies of all necessary permits and certificates of occupancy required in connection with such Tenant's Work. For the sake of clarity, if the cost of Tenant's Work will not exceed One Million and 00/100 Dollars ($1,000,000.00), Tenant shall not be required to obtain Landlord's consent to same. In addition, Tenant shall have the right at any time during the Term to erect or install additions to, alterations of or replacements for any Improvements, and to improve, alter or otherwise modify the Improvements, subject, however, to the provisions of the preceding sentence, all requirements of this Lease, and the Power Purchase Agreement. Landlord shall, at no cost to Landlord, reasonably cooperate in good faith with Tenant's efforts to complete Tenant's Work, including executing such applications, easements, or other documents as may be reasonably required in connection therewith.

Section 6.2 Payment Bond(s); Letter(s) of Credit. The Tenant will not allow construction to commence on any portion of the Improvements before providing to the Landlord

a payment bond covering materials and labor costs for such portion of the Improvements sufficient to comply with Section 107.170 of the Missouri Revised Statutes and otherwise satisfactory to the Landlord. In the alternative, Tenant may provide a letter of credit in lieu of any required payment bond in the same amount as would have been required for such payment bond. The letter of credit must be from a financial institution reasonably acceptable to Landlord. The payment bond(s) or letter(s) of credit may be structured so that such securities only cover the costs of materials and labor of the respective phase or scope then being constructed. The cost of equipment not being delivered through a construction contract and paid in full prior to delivery shall not be included the amount required to be covered by a payment bond or letter of credit.

Section 6.3 Title to Property; PILOT Payments.

6.3.1 Title to the Abatement Site shall at all times remain with the Landlord. During the appropriate Abatement Periods, title to the Abatement Real Property and the Abatement Personal Property shall be vested in and owned by Landlord. All work and materials on the Abatement Real Property as such work progresses, the Abatement Real Property as fully completed, and the Abatement Real Property as repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Lease relating to casualty or condemnation, except as otherwise specifically provided herein, shall immediately when erected or installed become the property of the Landlord.

6.3.2 Any improvements or items of machinery or equipment which do not constitute part of the Abatement Property and the purchase price of which is not subject to a requisition from Bond proceeds, shall be the property of the Tenant and shall not constitute a part of the Abatement Property and therefore shall be subject to *ad valorem* property taxes, to be paid by the Tenant.

6.3.3 On December 31 of the last year of the Abatement Period for the Abatement Phase 1 Real Property, the Abatement Phase 1 Real Property shall be deemed to have been conveyed by the Landlord to the Tenant. In connection therewith, the Landlord and the Tenant shall cooperate to deliver and record a deed to evidence such conveyance. From and after such December 31, the Abatement Phase 1 Real Property shall be subject to *ad valorem* real property taxes, to be paid by the Tenant.

6.3.4 On December 31 of the last year of the Abatement Period for the Abatement Phase 2 Real Property, the Abatement Phase 2 Real Property shall be deemed to have been conveyed by the Landlord to the Tenant. In connection therewith, the Landlord and the Tenant shall cooperate to deliver and record a deed to evidence such conveyance. From and after such December 31, the Abatement Phase 2 Real Property shall be subject to *ad valorem* real property taxes, to be paid by the Tenant.

6.3.5 On December 31 of the last year of the Abatement Period for each item of Abatement Personal Property, such item of Abatement Personal Property shall be deemed to have been conveyed by the Landlord to the Tenant. In connection therewith, the Landlord shall provide the Tenant with a bill of sale to evidence such conveyance. From and after such December 31, such item of Abatement Personal Property shall be subject to *ad valorem* personal property taxes, to be paid by the Tenant.

6.3.6 To the extent that (1) any portion of the Abatement Real Property or the Abatement Personal Property is not placed on the tax rolls by Jackson County, Missouri, in the year after the applicable Abatement Period ends, and/or (2) any property located on the Abatement Site (other than the Abatement Site itself and the Pre-Existing Improvements) is excluded from the definitions of Abatement Real Property and Abatement Personal Property hereunder and is not placed on the tax rolls by Jackson County, Missouri, the Tenant shall make payments in lieu of taxes ("PILOT Payments") in an amount equal to the taxes that would otherwise be due on such property by December 1 in each year in which such condition persists. Within 30 days of the date of receipt of any PILOT Payment, the Landlord shall distribute each PILOT Payment among the taxing jurisdictions in proportion to the amount of taxes which would have been paid for such year had the Abatement Property not been exempt from taxation pursuant to this Lease. If the Landlord is required to calculate PILOT Payments in any year, the Landlord will provide a statement for its costs in administering such calculation and distribution to the Tenant not later than November 15th of such year and the Tenant will reimburse the Landlord for its costs on or before December 1 of such year, in an amount not to exceed $1,000 in any one year.

Section 6.4 Conveyance and Reporting of Abatement Personal Property. The Tenant will purchase and install the Abatement Personal Property at the Abatement Site. The Tenant shall transfer title to the Abatement Personal Property to the Landlord from time to time by bills of sale or other instruments of transfer, which may include language in Bond Requisition Certificates submitted to the Bond Trustee under this Lease. On or before March 1 of each year or such other date required by law for reporting personal property declarations, the Tenant shall furnish to the Landlord, Jackson County and the Bond Trustee a list of items (based on the Tenant's internal record keeping) comprising the Abatement Personal Property as of January 1 of such year. ***No item shall be included in the list of Abatement Personal Property for more than 20 years.*** If the Tenant makes additions to, or replacements of, the Abatement Personal Property for the purpose of repairing damage (but not normal wear and tear), such additions and/or replacements shall become part of the Abatement Personal Property and shall be entitled to the tax exemption afforded by virtue of the Landlord's ownership of the Abatement Personal Property. The improper inclusion or exclusion of any Abatement Personal Property pursuant to such list may be rectified by the Tenant within 30 days after notice of such improper inclusion or exclusion. The improper inclusion or exclusion of an item on or from such list shall not affect the items comprising the Abatement Personal Property for the purpose of this Lease or title thereto as intended by the parties hereto. The Tenant shall provide such information to the Landlord, Jackson County and the Bond Trustee as may be requested in order to clarify what property is subject to abatement. Each bill of sale or other instrument of transfer and each personal property declaration form shall be of sufficient specificity so as to enable Jackson County's officials (including representatives of the Assessor's office) to determine which personal property as reported on the annual personal property declaration constitutes Abatement Personal Property (and therefore is owned by the Landlord) and which personal property does not constitute Abatement Personal Property (and therefore is owned by the Tenant).

Section 6.5 Issuance of the Bonds. In connection with the acquisition, construction and installation of the Abatement Real Property and the Abatement Personal Property, the Landlord agrees that, upon request of the Tenant, it will issue, sell and cause to be delivered the Bonds to

the purchaser thereof in accordance with the provisions of the Bond Indenture and the Bond Purchase Agreement (as defined under the Bond Indenture). The Bonds shall be sold to the Tenant under the Bond Purchase Agreement. All costs of the Abatement Real Property and the Abatement Personal Property shall be paid by the Tenant through the funding of installments on the Bonds under the Bond Purchase Agreement.

Section 6.6 Requisition of Bond Proceeds. In order for any property to constitute Abatement Real Property or Abatement Personal Property, a requisition in substantially the form attached to this Lease as Exhibit F must be submitted to the Bond Trustee requesting that the costs of such property be paid from Bond proceeds (each a "**Bond Requisition Certificate**"). It is intended that the Bond Trustee shall, based solely on the amount set forth in each Bond Requisition Certificates, endorse the Bonds in an amount equal to the amount set forth in such Bond Requisition Certificates. The Tenant shall submit all Bond Requisition Certificates within 12 months after the incurrence of the applicable costs of the Abatement Real Property or Abatement Personal Property. Each Bond Requisition Certificate shall be signed by an Authorized Tenant Representative, as defined in the Bond Indenture. The Bond Trustee may rely conclusively on any Bond Requisition Certificate and shall not be required to make any independent inspection or investigation in connection therewith. The approval of any Bond Requisition Certificate by the Authorized Tenant Representative shall constitute unto the Bond Trustee an irrevocable determination that all conditions precedent to the payments requested have been completed. The Bond Trustee shall retain copies of all requisition certificates for the same period of record retention described in the Bond Indenture. The total amount requested under all Bond Requisition Certificates shall not exceed $2,000,000,000. Any property other than the Abatement Site and the Pre-Existing Improvements that is not deemed to be paid from Bond proceeds by virtue of the costs of such property being included in Bond Requisition Certificates shall remain subject to *ad valorem* property taxes, to be paid by the Tenant.

Section 6.7 Demolition Work. Tenant shall, at its sole cost and expense, demolish and remove the Demolition Improvements, and remove all debris from such demolition and removal (collectively, the "**Demolition Work**"), in accordance with the phased schedule set forth below, unless mutually agreed otherwise by the Parties. Time is of the essence. Tenant's completion of each phase of the Demolition Work is a material condition of this Lease. The Demolition Work shall be completed in accordance with all Applicable Laws.

6.7.1 Phase 1 Demolition. Phase 1 Demolition Work shall consist of Demolition Work for all Demolition Improvements located within the area labeled Phase 1 on Exhibit A-1, to include demolition of the fire station. The Parties shall mutually agree as to the timing of the demolition of the fire station and any other Demolition Improvements within such area. Tenant shall commence all other Phase 1 Demolition Work within 180 days following the Commencement Date of this Lease and shall diligently prosecute the Phase 1 Demolition Work to completion. The Phase 1 Demolition Work shall not be deemed complete until (i) all Demolition Improvements in the Phase 1 area have been fully demolished and removed, (ii) all debris from same has been lawfully disposed of, and (iii) the Phase 1 site has been stabilized and secured.

6.7.2 Phase 2 Demolition. Phase 2 Demolition Work shall consist of Demolition Work for all Demolition Improvements located within the area labeled Phase

2 on Exhibit A-1. Such Demolition Improvements may include, as mutually agreed to, the Unit 3 Power Plant and stack, the precipitator, the water treatment facilities, the coal conveyor and the cooling tower located within such area. Tenant shall commence Phase 2 Demolition Work no later than 180 days after July 1, 2028 and shall complete same within 180 days after commencement. The Phase 2 Demolition Work shall not be deemed complete until (i) all Demolition Improvements in the Phase 2 Area have been fully demolished and removed, (ii) all debris from same has been lawfully disposed of, and (iii) the Phase 2 site has been stabilized and secured.

6.7.3 Demolition Cost Cap. Notwithstanding the foregoing, Tenant shall not be obligated to complete any Demolition Work to the extent the cost of such Demolition Work exceeds $2,000,000 (the "**Demolition Cap**"). Upon the costs of the Demolition Work reaching the Demolition Cap, Tenant shall notify Landlord and Landlord shall have the right, but not the obligation, to complete any then-uncomplete Demolition Work at Landlord's sole cost and expense.

6.7.4 Protection of Adjacent Public Improvements. During the Demolition Work, Tenant shall reasonably protect from damage due to such Demolition Work all public improvements, rights-of-way, utilities, easements, stormwater systems, transportation facilities, and any other structure or facilities, whether owned by Landlord or a thirty party, located adjacent to or near the Land that are not designated for demolition ("**Adjacent Improvements**"). Without limitation, Tenant shall: (i) install protective barriers, shoring, fencing, and safety measures reasonably required by the Landlord or its engineers; (ii) implement dust, noise, vibration and erosion-control measures meeting Applicable Laws; (iii) coordinate with public utilities and comply with all Applicable Laws regarding utility protection and relocation; and (iv) immediately repair or replace, at Tenant's sole cost and without regard to fault, any damage to Adjacent Improvements caused by or arising out of the Demolition Work.

6.7.5 City Oversight; Right to Suspend Work. The City, its employees, inspectors, engineers, and consultants shall have reasonable access to the Land upon reasonable advance notice and in accordance with reasonable safety practices during the Demolition Work. The City may issue directives, require modifications to Tenant's demolition methods, or suspend the Demolition Work if the City reasonably determines that Tenant's activities pose an unreasonable risk to public safety, public property, or Adjacent Improvements. Tenant shall promptly comply with all such directives. Nothing in this Lease shall be construed as a waiver of the City's immunity under Chapter 537, RSMo.

6.7.6 Compliance with Federal, State, and Local Laws. Tenant shall perform all Demolition Work in full compliance with all applicable federal, state, and local laws, including without limitation applicable requirements pertaining to E-Verify, prevailing wage, workplace safety, solid waste, air quality, and water quality, and all City procurement, permitting, and right-of-way protection ordinances.

6.7.7 Prohibition on Unauthorized Demolition. Tenant shall not demolish, disturb, alter, or impair any Improvements other than the Demolition Improvements.

6.7.8 Insurance. Before commencing any Demolition Work, Tenant shall provide City commercially reasonable Certificates of Insurance for liability insurance covering such Demolition Work, in forms and amounts reasonably acceptable to the City.

6.7.9 Indemnification. Tenant shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, boards, commissions, and agents (the "**City Parties**") from and against any and all claims, damages, liabilities, penalties, costs, and expenses (including attorneys' fees and consultant fees) arising out of or related to the Demolition Work performed by Tenant, including damage to Adjacent Improvements, environmental conditions, personal injury, property damage, or violations of law, except to the extent attributable to the willful misconduct or negligence of any such City Parties. This indemnity shall survive completion of the Demolition Work and shall not be limited by the City's sovereign immunity except to the extent permitted by law. Tenant's obligations under this subsection are independent of, and not limited by, any insurance requirements.

6.7.10 City's Right to Cure. Except in the event of emergency or matters involving public safety, for which the City may act immediately and without notice; if Tenant fails to timely commence, diligently prosecute, or complete either Phase 1 Demolition Work or Phase 2 Demolition Work, or fails to protect Adjacent Improvements as required herein, and does not cure such failure within thirty (30) days after written notice from the City (unless such default cannot reasonably be cured within such thirty (30) day period, in which event Tenant shall have such additional period of time as is reasonably necessary to cure such default provided it is diligently pursuing such a cure during such additional period of time), the City may at its sole discretion, but is not required to, upon written notice to Tenant: (i) perform or complete the Demolition Work, and (ii) recover reasonable costs thereof from Tenant as Additional Rent. These rights are cumulative of all other rights and remedies available at law or in equity. Tenant's obligations under this subsection shall be subject to Section 21.1.

Section 6.8 Road Use and Restoration During Demolition and Construction. Subject to the terms of this Lease, and subject to suspension by the City in the event of Tenant default or public safety concerns, the City grants Tenant an irrevocable, non-exclusive easement right to use South Powell Road (from its intersection with the north boundary of the Land to the south boundary of the Land) and East Truman Road (from Little Blue Parkway to South Powell Road), as depicted in Exhibit A-1 (together, the "**Designated Roadways**"), for access to and from the Land.

6.8.1 Traffic Control; Compliance with City Direction. Tenant shall implement all traffic control measures reasonably required by the City in connection with use of the Designated Roadways, including but not limited to flaggers, signage, lane closures, pilot vehicles, and temporary traffic-control devices. All traffic-control plans must comply with the Manual on Uniform Traffic Control Devices, Applicable Laws, and any directives issued by the City's Public Works Director, which shall be commercially reasonable.

6.8.2 Protection of Roadways; Strict Liability for Damage. Tenant shall conduct all activities in a manner that prevents unreasonable damage, obstruction, or degradation of the Designated Roadways. During the Demolition Work and Tenant's construction work, Tenant shall be liable for any damage arising from its negligence or willful misconduct in using the Designated Roadways, as well as for any damage to the Designated Roadways caused by such work, reasonable wear and tear excepted. Tenant shall promptly remove any debris, spills, or obstructions caused by its construction work and/or Demolition Work and shall maintain all ingress/egress points at the Land in a safe condition.

6.8.3 Restoration Standards. Upon completion of the Demolition Work and/or Tenant's construction work, Tenant shall restore all portions of the Designated Roadway damaged by same to a condition equal to or better than the condition documented by the Parties' pre-construction video or photographic record, reasonable wear and tear excepted. Any restoration so required shall meet or exceed the City's generally applicable engineering standards. Restoration may include, if reasonably required: full-depth pavement reconstruction; milling and overlay of entire roadway segments; shoulder and ditch reconstruction; replacement of damaged curbs, sidewalks, signage, striping, or utilities; re-establishment of drainage patterns, vegetation, and grading.

6.8.4 Inspection and City's Authority to Perform Work. City may, at City's sole discretion, inspect the Designated Roadways following Tenant's use. If the City reasonably determines, after inspection and with reasonable documentation and evidence, that material damage has occurred or restoration is inadequate, the City may require Tenant to correct deficiencies within a commercially reasonable time (not to be shorter than thirty (30) days) following the end of the Demolition Work or Tenant's construction work, as applicable, and, if Tenant fails to correct such deficiencies within such time, perform the restoration itself and charge all costs to Tenant. Tenant's obligations under this subsection shall be subject to Section 21.1.

6.8.5 Financial Security; Withholding of Approvals. Tenant's performance bond, irrevocable letter of credit, or cash deposit securing performance of Tenant's construction work shall cover Tenant's obligations under this Section 6.8.

6.8.6 Indemnification. Tenant shall indemnify, defend, and hold harmless the City Parties from and against any and all claims, damages, liabilities, penalties, or expenses arising from or related to Tenant's use of the Designated Roadway during the Demolition Work and Tenant's construction work, except to the extent attributable to the willful misconduct or negligence of any such City Parties. This indemnity is independent of, and not limited by, any insurance requirement.

ARTICLE 7
USE AND OPERATION OF THE PREMISES AND ABATEMENT PROPERTY

Section 7.1 Permitted Use. Tenant may use the Premises and the Abatement Property for the construction, maintenance, alteration, use, and operation of the Power Plants (including all related equipment, machinery, transmission facilities, substations, and infrastructure), for uses

reasonably related to the Permitted Use (including energy storage systems, renewable energy facilities, office and maintenance facilities, and ancillary services), but shall not use the Premises or the Abatement Property in any way that materially interferes with the primary use of the Premises or the Abatement Property for power generation.

Section 7.2 Landlord Representations. Landlord covenants, represents and warrants to Tenant that (i) Landlord owns the Land in fee simple, free and clear of all liens, contracts, tenancies, restrictions, encumbrances or other title defects of any kind whatsoever which would preclude Tenant from using or operating the Premises or the Abatement Property for the Permitted Use as provided in Section 7.1, it being understood that a minor encumbrance that does not materially impact Tenant's use shall not constitute a breach of the foregoing covenant, representation, and warranty; and (ii) no exclusive or prohibited use clauses have been given to any other owner, tenant or occupant of any property which would preclude Tenant from using or operating the Premises or the Abatement Property for the Permitted Use.

Section 7.3 Compliance With Laws and Governmental Requirements. Tenant shall, at its sole cost and expense, obtain all governmental permits, approvals, licenses, and authorizations needed by Tenant to construct and operate any Improvements on the Premises, and shall maintain same during the Term as required by Applicable Laws. Landlord covenants and agrees to reasonably and in good faith cooperate with Tenant, at Tenant's expense, in the obtaining of such permits, approvals, licenses, and authorizations. Tenant covenants and agrees that it will, at its sole cost and expense, take such actions as may be lawfully required by any public body having jurisdiction over the Premises in order to comply with such zoning, and other similar requirements designed to protect the public, in effect during the Term, applicable to the Premises or the manner of Tenant's use and occupancy of the Premises or otherwise applicable to the Premises. Tenant shall, at Tenant's expense, make any alterations or repairs to the Premises that may be necessary to comply with any of the foregoing, subject to the applicable provisions of Article 9. Nothing herein shall be construed to usurp the governmental authority or police powers of the City of Independence, Missouri or to limit or bind the legislative discretion of its City Council.

Section 7.4 Signage. Tenant shall have the right to install on and at the Premises, at Tenant's sole cost and expense, any non-obstructive, exterior signage permitted under Applicable Laws, including business name signs and window displays. However, designs of all exterior signage visible from public right of ways must be submitted to Landlord for prior written approval and shall be installed and maintained in accordance with Landlord's provided instructions, if any, and all Applicable Laws. Any such approval requested by Tenant shall not be unreasonably withheld, conditioned, or delayed by Landlord, and any such instructions provided by Landlord shall be commercially reasonable. All signage shall be removed by Tenant at its sole cost on or prior to the expiration or sooner termination of the Lease, and Tenant shall repair all damage to the Premises or the Property resulting from its removal.

ARTICLE 8
INSURANCE

A. Casualty Insurance. Tenant will procure and maintain in effect at all times and at Tenant's expense insurance, casualty and property insurance, insuring Leasehold Mortgagee, Landlord and Tenant, as their interests appear, against loss or damage to the

Improvements by fire, lightning, windstorm, hail, explosion, aircraft, smoke, vandalism, malicious mischief, vehicle damage and other risks from time to time included under a so called "Special Form Causes of Loss" policy (or its equivalent) together with earthquake and flood insurance to the extent commercially available on reasonable terms.

Such insurance shall be written on a replacement cost basis. The replacement cost value of the Improvements shall be determined from time to time by an independent appraiser mutually and reasonably agreed upon by Landlord and Tenant (or as otherwise required by any Leasehold Mortgagee). Subject to the foregoing valuation, the limits of such insurance shall be maintained in amounts that are commercially reasonable and consistent with industry practice for comparable properties, taking into account insurer underwriting standards, maximum foreseeable loss (MFL) or similar catastrophe modeling methodologies, customary deductibles and self-insured retentions, and standard sublimits or coverage limitations applicable to natural catastrophe perils (including, without limitation, flood, earthquake, windstorm or named storm). In no event shall this Lease be construed to require insurance limits to equal one hundred percent (100%) of full theoretical replacement cost without regard to customary catastrophe sublimits, insurer-imposed limitations, modeling results or prevailing market conditions; provided, however, that the limits maintained shall not be less than those required by any Leasehold Mortgagee.

Tenant shall provide Landlord with written notice of the proposed insurance limits for each renewal period. Landlord shall have the right, acting reasonably and in good faith, to object to the proposed limits within fifteen (15) days after receipt of such notice if Landlord determines that the limits are not commercially reasonable or are inconsistent with industry practice for comparable properties. In the event of such objection, the Parties shall confer in good faith to establish mutually acceptable limits consistent with the standards set forth in this Section; provided, however, that in no event shall the limits maintained be less than those required by any Leasehold Mortgagee.

Tenant shall provide Landlord with certificates of insurance evidencing the required coverage upon execution of this Lease and upon each renewal and provide prompt notice no less than ten (10) business days following any event covered by the policy.

B. Liability and Other Insurance. Tenant shall maintain, at all times during the Term, the following minimum insurance coverage:

(i) commercial general liability insurance against any liability to the public or to any invitee of Tenant resulting from any accident occurring in or upon the Premises and the Abatement Property, or, to the extent incidental to the use of the Premises or the Abatement Property, upon premises adjacent to the Premises or the Abatement Property (whether owned by the Landlord or a third-party), with a limit of not less than the greater of (a) $2,000,000.00 per occurrence and $5,000,000.00 general aggregate, or (b) the limits of liability set by Section 537.610 of the Revised Statutes of Missouri, as amended (which may be provided by a combination of primary and umbrella coverage);

(ii) pollution liability coverage for sudden and accidental pollution conditions only, with limits of not less than $1,000,000 per occurrence and $1,000,000 aggregate. Such pollution liability coverage may be provided by

endorsement to the commercial general liability policy. Completed operations coverage (including pollution liability coverage, if provided by endorsement) shall be maintained for a period of not less than three (3) years following completion of Tenant's Work;

(iii) business auto liability insurance covering owned, non-owned, and hired vehicles with a limit of not less than $1,000,000.00 per accident; and

(iv) worker's compensation insurance compliant with Applicable Laws.

Tenant shall also maintain, at all times during the Term between the start and completion of Tenant's Work, "all-risk" builder's risk property insurance covering the full replacement cost of all work done and improvements, fixtures, and equipment constructed or installed as part of such Tenant's Work.

C. Additional Policy Requirements. All insurance policies required hereunder shall be written and signed by reputable and financially sound insurance companies admitted to do insurance business in Missouri and having a rating of not less than category A- as listed in Bests' Rating Guide or the equivalent rating if such rating ceases to be published or available. All such policies shall contain an agreement by the insurer that such policies shall not be canceled without at least thirty (30) days' prior written notice to Landlord and Tenant. To the extent permitted by law and any applicable Leasehold Mortgagee, anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action, against the other, its agents (including partners, both general and limited), officers, directors, members, shareholders or employees, for any loss or damage that may occur to the Premises or the Abatement Property, or any improvements thereto, or any property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, excluding gross negligence or intentional misconduct of the other party hereto, its agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party. Any liability policies required hereunder to be maintained by Tenant shall name Landlord and Bond Trustee as an additional insureds, on a primary and non-contributory basis, with respect to claims arising out of Landlord's ownership of the Land. Property insurance policies shall name Landlord as loss payee only to the extent of Landlord's insurable interest in the Improvements, subject to the rights of any Leasehold Mortgagee. To be clear, all such insurance policies shall include provisions to the effect that: (i) Insurer shall provide written notice to Landlord at least thirty (30) days in advance of any cancellation, non-renewal, or material change to the policies, and (ii) the coverage will not be invalidated as against the Landlord by reason of any act, omission, or negligence of the Tenant, or by any breach of any warranty or condition by the Tenant. The Leasehold Mortgagee shall have the right, but not the obligation, to pay any premiums and cure any default of Tenant with respect to such policies, and Landlord shall accept such payment from the Leasehold Mortgagee.

Section 8.2 Certificates of Insurance and Payment of Premiums. Tenant shall deliver to Landlord (and, for liability policies, the Bond Trustee) certificates of insurance evidencing the required coverages and limits of liability. Such certificates shall be on an ACORD form (or other industry-standard form acceptable to Landlord and any Leasehold Mortgagee). Said certificates

shall be so delivered immediately after the writing and effective date of said policies and from time to time as requested by Landlord, but no more often than annually, along with receipts evidencing payment of the premiums therefor. Tenant will pay the premiums for all insurance policies which Tenant is obligated to carry under the terms of this Lease and will deliver to Landlord evidence of such payment before the payment of any such premiums become in default; and Tenant will cause renewals of expiring policies at least thirty (30) days before the expiration date of such expiring policies, with certificates to be delivered to Landlord, as set out herein, promptly upon their preparation.

Section 8.3 Liability for Deductible Amounts. Tenant, as principal named insured for all property insurance required hereunder, retains full responsibility for payment of all deductibles under each of said policies. Nothing herein contained shall be construed as rendering Landlord or Bond Trustee personally liable for the payment of any such insurance premiums but if, at any time during the Term or any extensions hereof, Tenant shall fail, refuse, or neglect to effect, maintain, or renew any of the policies of insurance required by this Lease, or fail, refuse or neglect to keep and maintain same in full force and effect, or to pay premiums therefor promptly when due, or to deliver to Landlord any of such policies or certificates, then Landlord at its sole option but without obligation to do so, may effect, maintain or renew such insurance, and the amount of money paid as the premium thereon, plus interest at the Over Due Rate, shall be collectible as though it were Rent then matured hereunder and due and payable forthwith. Furthermore, any Leasehold Mortgagee shall have the right, but not the obligation, to cure any insurance default by Tenant within twenty (20) days after receiving written notice of such default from the Landlord. The Landlord agrees to accept such cure as performance by Tenant.

Section 8.4 Tenant's Indemnity. Except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's officers, officials, agents, contractors, employees or invitees, Tenant will defend, indemnify, and hold harmless Landlord, its officials, officers, agents, contractors, employees, and invitees (collectively, the "**Landlord Indemnified Parties**") from and against any and all liabilities, claims, losses, damages, actions, judgments, costs, and expenses (including without limitation reasonable attorney's fees and expenses) of every kind imposed upon or asserted against the Landlord Indemnified Parties or Landlord's title in the Premises or the Abatement Property arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises or the Abatement Property; (b) any accident, injury to or death of persons, or loss of or damage to property occurring on or about the Premises or the Abatement Property; (c) the possession, operation, use, misuse, maintenance, or repair of the Premises or the Abatement Property; or (d) any failure on the part of Tenant to perform or comply with any of the terms of this Lease. Tenant's indemnity obligation shall not extend to liabilities to the extent caused by (i) Landlord's gross negligence or willful misconduct, (ii) pre-existing conditions on the Premises that are not caused or exacerbated by Tenant, or (iii) defects in the Pre-Existing Improvements. Upon receipt of written notice of a claim for which indemnification may be sought, the applicable Landlord Indemnified Party shall promptly notify Tenant in writing. Tenant shall have the right to assume and control the defense of any such claim with counsel reasonably acceptable to Landlord, provided that Landlord may, at its election and at its own expense, participate in the defense. Landlord may also elect to retain its own counsel at the Tenant's sole, but reasonable, expense if Landlord reasonably determines that a conflict of interest exists. Tenant shall pay all reasonable costs, expenses, and attorney's fees incurred in effecting such defense, in addition to any other

sums which Landlord may be called upon to pay by reason of the entry of a judgment against Landlord in the litigation in which such claim is asserted.

Section 8.5 Landlord's Indemnity. Except to the extent caused by the gross negligence or willful misconduct of Tenant or Tenant's officers, directors, shareholders, agents, contractors, employees, or invitees, Landlord, to the extent permitted by law, will defend, indemnify, and hold harmless Tenant, its officers, directors, shareholders, agents, contractors, employees, and invitees (collectively, the "**Tenant Indemnified Parties**") from and against any and all liabilities, claims, actual losses, actual damages, actions, judgments, costs, and expenses (including without limitation reasonable attorney's fees and expenses) of every kind imposed upon or asserted against the Tenant Indemnified Parties arising out of or resulting from (a) any intentional misconduct or gross negligence by Landlord or its officers, agents, contractors, employees, and invitees; and (b) any failure on the part of Landlord to perform or comply with any of the terms of this Lease. Upon receipt of written notice of a claim for which indemnification may be sought, the applicable Tenant Indemnified Party shall promptly notify Landlord in writing. Landlord shall have the right to assume and control the defense of any such claim with counsel reasonably acceptable to Tenant, provided that Tenant may, at its election and at its own expense, participate in the defense. Tenant may also elect to retain its own counsel at the Landlord's sole but reasonable expense if Tenant reasonably determines that a conflict of interest exists. Landlord shall pay all reasonable costs, expenses, and attorney's fees incurred in effecting such defense, in addition to any other sums which Tenant may be called upon to pay by reason of the entry of a judgment against Landlord in the litigation in which such claim is asserted.

Section 8.6 Indemnification of Bond Trustee. Except to the extent caused by the gross negligence or willful misconduct of Bond Trustee, or its officers, officials, agents, contractors, employees or invitees, Tenant will defend, indemnify, and hold harmless Bond Trustee, its officials, officers, agents, contractors, employees, and invitees (collectively, the "**Bond Trustee Indemnified Parties**") from and against any and all liabilities, claims, losses, damages, actions, judgments, costs, and expenses (including without limitation reasonable attorney's fees and expenses) of every kind imposed upon or asserted against the Bond Trustee Indemnified Parties arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises or the Abatement Property; (b) any accident, injury to or death of persons, or loss of or damage to property occurring on or about the Premises or the Abatement Property; (c) the possession, operation, use, misuse, maintenance, or repair of the Premises or the Abatement Property; or (d) any failure on the part of Tenant to perform or comply with any of the terms of this Lease. Tenant's indemnity obligation shall not extend to liabilities to the extent caused by Bond Trustee's gross negligence or willful misconduct. Upon receipt of written notice of a claim for which indemnification may be sought, the applicable Bond Trustee Indemnified Party shall promptly notify Tenant in writing. Tenant shall have the right to assume and control the defense of any such claim with counsel reasonably acceptable to Bond Trustee, provided that Bond Trustee may, at its election and at its own expense, participate in the defense. Bond Trustee may also elect to retain its own counsel at the Tenant's sole, but reasonable, expense if Bond Trustee reasonably determines that a conflict of interest exists. Tenant shall pay all reasonable costs, expenses, and attorney's fees incurred in effecting such defense, in addition to any other sums which Bond Trustee may be called upon to pay by reason of the entry of a judgment against Bond Trustee in the litigation in which such claim is asserted.

ARTICLE 9
CONDITION OF IMPROVEMENTS

Section 9.1 No Landlord Obligation. Except as expressly required in Section 9.4E below, Landlord shall not be required to furnish any services or facilities, to construct any Improvements, or to make any repairs, replacements, or alterations of any kind, nature, or description whatsoever, in or to the Premises, Improvements or Abatement Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to maintain the Premises, Improvements or Abatement Property in any way. Tenant acknowledges it is receiving the Premises and the Abatement Property "AS IS" and that Tenant, subject to the provisions of Section 8.5 above, has sole responsibility for all maintenance, repairs, and compliance with Applicable Laws.

Section 9.2 Alteration of Improvements. Subject to Applicable Laws and in accordance with all requirements of this Lease and the Power Purchase Agreement, Tenant shall have the right to alter the Premises, Improvements and Abatement Property. All work done by Tenant or its contractors pursuant to this Section 9.2 shall be done in a workmanlike manner using only good grades of materials, pursuant to Good Utility Practice, and shall comply with all Applicable Laws. All required permits shall be promptly obtained by Tenant at Tenant's expense. Any such alterations of buildings that comprise the Abatement Real Property shall also constitute Abatement Real Property during the applicable Abatement Period unless such alterations expand the square footage of the Abatement Real Property and the costs of such alterations are not included in a Bond Requisition Certificate.

Section 9.3 Liens. Tenant will pay or cause to be paid all charges for all work done by or on behalf of Tenant, including without limitation all labor and materials for all repairs, alterations, additions, and/or demolition work to or upon the Premises during the Term, including such work or portion thereof as is required by any governmental entity having jurisdiction or is otherwise required by Applicable Laws, and will not suffer or permit any mechanic's, materialman's, or similar liens for labor or materials furnished to the Premises during the Term or any extensions hereof to be filed against the Premises and/or the Improvements; and if any such lien shall be filed, Tenant will either pay the same or procure the discharge thereof by giving security or in such other manner as may be required or permitted by law within sixty (60) days after Tenant receives notice of such filing. Tenant shall have the right, however, at its sole cost and expense, in its name or, with the consent of the Landlord (which consent shall not be unreasonably withheld, conditioned, or delayed), in the name of Landlord, or in the name of both with the consent of the Landlord, to contest any such lien, provided Tenant provides a bond or other security reasonably acceptable to Landlord, and the contest does not, in Landlord's reasonable judgment, jeopardize Landlord's interest in the Premises. Tenant shall indemnify Landlord against, and save Landlord harmless from, any and all loss, damage, claims, liabilities, judgments, interest, costs, expenses, and attorney's fees arising out of the filing of any such lien proceeding as a result of Tenant's acts or omissions. Landlord shall not be liable for any costs for materials or services procured or commissioned by Tenant unless such materials or services are the responsibility or obligation of Landlord under the terms of this Lease. However, if Tenant fails to discharge any lien within the time specified herein, Landlord may, at its option and without obligation, pay the amount of such lien, and all costs and expenses incurred by Landlord in connection therewith, including attorneys' fees shall be deemed Additional Rent payable

immediately upon demand, with interest at the Over Due Rate. Tenant's indemnification obligation under this Section 9.3 shall survive the expiration or termination of this Lease. Nothing contained herein shall constitute any consent or request by Landlord, express or implied, to or for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises nor as giving Tenant any right, power, or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord or the Premises in respect thereto. Notwithstanding the foregoing or any provision contained herein, the provisions of this Section 9.3 shall not apply to the lien of a Leasehold Mortgage or to any fixture filings filed by any lender of Tenant.

Section 9.4 Environmental Matters.

A. The term "**Environmental Laws**" means any and all laws regulating or relating to any and all present or future environmental conditions on, under, or about the Premises or the Abatement Property including, but not limited to, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Clean Air Act; the Clean Water Act; the Toxic Substances Control Act and all state and local counterparts thereto, as any of the foregoing may have been or may be from time to time amended, supplemented or supplanted and any and all other federal, state or local laws, ordinances, rules, requirements and regulations, now or hereafter existing, relating to the preservation of the environment or the regulation or control of Regulated Substances.

B. The term "**Regulated Substance**" shall mean and include any, each and all substances or materials now or hereafter regulated pursuant to any Environmental Laws, including, but not limited to, any such substance or material now or hereafter under any Environmental Law defined as or deemed to be a "regulated substance," pesticide, "hazardous substance" or "hazardous waste" or included in any similar or like classification or categorization thereunder.

C. Tenant shall not cause or permit any Regulated Substance to be placed, held, located, released, transported, or disposed of on, under, at, or from the Premises or the Abatement Property in violation of any Environmental Laws. Subject to the provisions of Article 16, Tenant shall, at its own cost and expense, contain at or remove from the Premises, the Improvements and/or the Abatement Property or perform any other necessary remedial action regarding any Regulated Substance brought to the Premises or the Abatement Property by Tenant in any way affecting the Premises, the Improvements and/or the Abatement Property if such containment, removal or other remedial action is required of the owner and/or operator of the Premises, the Improvements and/or the Abatement Property under any Environmental Laws and its presence at the Premises or the Abatement Property is caused by Tenant. To the extent Tenant takes any remedial action with respect to any Regulated Substance whether or not so required, Tenant shall perform any containment, removal, or remediation of any kind involving any Regulated Substance in any way affecting the Premises, the Improvements and/or the Abatement Property in compliance with the requirements of all Environmental Law and the reasonable requirements of Landlord's environmental consultant, if any (which environmental consultant shall be employed or contracted for at Landlord's sole cost and expense). Landlord shall have the right to approve, which approval shall not be unreasonably withheld, conditioned, or delayed, the scope of work and the contractors used by Tenant for such remediation activities. Tenant shall promptly notify Landlord regarding

any of the following: (i) Tenant's obtaining knowledge or notice of any kind of the presence, or any actual or threatened release, of any Regulated Substance in any way affecting the Premises, the Improvements and/or the Abatement Property in violation of Environmental Laws; (ii) Tenant's receipt or submission, or Tenant's obtaining knowledge or notice of any kind, of any report, citation, notice or other communication from or to any federal, state or local governmental or quasi-governmental authority regarding any Regulated Substance in any way affecting the Premises, the Improvements and/or the Abatement Property in violation of Environmental Laws; or (iii) Tenant's obtaining knowledge or notice of any kind of the incurrence of any cost or expense by any federal, state or local governmental or quasi-governmental authority or any private party in connection with the assessment, monitoring, containment, removal or remediation of any kind of any Regulated Substance in any way affecting the Premises, the Improvements and/or the Abatement Property as a result of any violation of Environmental Laws at the Premises or Abatement Property, or of the filing or recording of any lien on the Premises, the Improvements and/or the Abatement Property or any portion thereof in connection with any such violation of Environmental Laws at the Premises or Abatement Property. Tenant's obligations hereunder shall survive the expiration or earlier termination of this Lease.

D. Subject to the provisions of Article 16, Tenant shall at all times indemnify, defend, and save harmless Landlord, its officials, directors, officers, employees, agents, and mortgagees from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' and consultant's fees, response and cleanup costs, court costs, and litigation expenses), causes of action, suits, claims, demands or judgments of any nature relating to any action brought against Landlord to the extent arising out of any violation of Environmental Laws by Tenant, or any employee, contractor, or agent of Tenant regardless of whether they are acting pursuant to Tenant's direct instructions, and shall include any violation of Environmental Laws by the Tenant, or Tenant's employees, contractors, or agents, or any other action or omission by the Tenant that causes damage to the Landlord or third parties. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. Additionally, Tenant shall at all times indemnify, defend, and save harmless Bond Trustee, its officials, directors, officers, employees, agents, and mortgagees from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' and consultant's fees, response and cleanup costs, court costs, and litigation expenses), causes of action, suits, claims, demands or judgments of any nature relating to any action brought against Bond Trustee to the extent arising out of any violation of Environmental Laws by Tenant, or any employee, contractor, or agent of Tenant regardless of whether they are acting pursuant to Tenant's direct instructions, and shall include any violation of Environmental Laws by the Tenant, or Tenant's employees, contractors, or agents, or any other action or omission by the Tenant that causes damage to the Bond Trustee or third parties. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

E. Notwithstanding anything to the contrary in this Lease, Tenant is not and shall not be responsible for any remediation of the Premises required as a result of a Regulated Substance or any other environmental condition affecting the Premises that: (i) existed prior to Tenant's occupancy of the Premises pursuant to this Lease (a "**Pre-Term Condition**") or (ii) is caused or exacerbated by Landlord or Landlord's officers, agents, employees, contractors, or invitees, except to the extent (and only to the extent) exacerbated by Tenant, or Tenant's agents, employees, contractors, or invitees. Any remediation required hereunder shall be limited to

remediation required by applicable Environmental Laws that are in effect as of the date the need for remediation is identified. Landlord, or such other potentially responsible parties, shall be responsible for any remediation of Pre-Term Conditions and/or any other remediation that is not expressly Tenant's responsibility hereunder. There shall be no obligation to remediate to a standard higher than the minimum required for the continued commercial use of the Premises, unless stricter standards are mandated by law, and Landlord shall have the sole right to control all aspects of any such remediations. Landlord covenants, represents and warrants to Tenant that, to the best of Landlord's current, actual knowledge, without inquiry or investigation, no Regulated Substance exists on, in or beneath the Land as of the date of this Lease. Landlord, subject to the above provisions (i) and (ii) of this Section 9.4E, shall indemnify and save harmless Tenant and Tenant's directors, officers, employees, agents, and mortgagees from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' and consultant's fees, response and cleanup costs, court costs, and litigation expenses), causes of action, suits, claims, demands or judgments of any nature relating to any action arising out of any Pre-Term Condition or otherwise arising out of any violation or claimed violation of Environmental Laws by Landlord, or any employee, officer, contractor, or agent of Landlord. Landlord, subject to the above provisions (i) and (ii) of this Section 9.4E, shall indemnify and save harmless Bond Trustee and Bond Trustee's directors, officers, employees, agents, and mortgagees from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' and consultant's fees, response and cleanup costs, court costs, and litigation expenses), causes of action, suits, claims, demands or judgments of any nature relating to any action arising out of any Pre-Term Condition or otherwise arising out of any violation or claimed violation of Environmental Laws by Landlord, or any employee, officer, contractor, or agent of Landlord. Tenant shall indemnify and defend Landlord and Bond Trustee and their respective directors, officers, employees, agents, and mortgagees from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' and consultants' fees, response and cleanup costs, court costs, and litigation expenses), causes of action, suits, claims, demands or judgments of any nature relating in any action arising out of any violation or claimed violation of Environmental Laws caused by Tenant, its employees, contractors, or agents. The foregoing indemnity obligations shall survive the expiration or earlier termination of this Lease.

ARTICLE 10
DAMAGE OR DESTRUCTION

Section 10.1 Tenant's Option to Terminate. If the Improvements are damaged or destroyed by fire or other casualty during the Term, to such an extent that the cost of repairing and restoring the Improvements to their condition existing prior to such casualty is equal to or greater than fifty percent (50%) of the market value of the Improvements immediately preceding such casualty, then either Party may require that such cost and market value be determined by a qualified independent appraiser mutually selected by Landlord and Tenant. If the appraiser determines that the repair cost meets or exceeds such fifty percent (50%) threshold, then Tenant may elect to terminate this Lease by notice to Landlord given not later than ninety (90) days after the date on which such casualty occurs. If Tenant so elects to terminate this Lease, then (a) this Lease will terminate on a date selected by Tenant and set forth in such notice of termination; (b) all Base Rent and other Rent (with the exception of Bond Rent, which must be paid in full) payable hereunder by Tenant will be prorated to such termination date; and (c) all proceeds of the insurance required

to be maintained hereunder (or otherwise carried by Tenant in connection with the Project) that are payable as a result of such casualty will be paid to and become the property of Tenant, or as specified in the Leasehold Mortgage. Notwithstanding anything in this Article or elsewhere in this Lease to the contrary, if required by Tenant's lender following any event of casualty or condemnation, Tenant may terminate this Lease and shall have no obligation to rebuild the Improvements, except as may be provided under the Post-Abatement Lease. In the case of any termination of this Lease under this Section, (a) Tenant shall provide for the redemption of the Bonds on the next available optional redemption date under the Bond Indenture, and (b) the Post-Abatement Lease shall immediately take effect as of the date and time of such termination becoming effective.

Section 10.2 Application of Insurance Proceeds. Except as provided in Section 10.1 and subject to the rights of any Leasehold Mortgagee, in the event of damage or casualty to the Premises, the proceeds of the pertinent insurance required to be maintained by Tenant hereunder will be used by Tenant to repair and restore the Premises to substantially the same condition as existed immediately prior to such damage or casualty, in compliance with all applicable laws, building codes, and pursuant to Good Utility Practice. Notwithstanding the foregoing, Tenant shall not be obligated to expend more than such insurance proceeds in reconstructing and restoring the damaged or destroyed Premises. To be clear, Landlord has no obligation to rebuild or restore the Premises.

Section 10.3 Leasehold Mortgagee. Landlord agrees that any and all obligations, duties, and responsibilities of Tenant regarding repair or restoration following any damage or destruction of the Premises, and regarding use of related insurance proceeds, shall be subject to the approval of any Leasehold Mortgagees, at such Leasehold Mortgagees' discretion.

ARTICLE 11
SUBLETTING AND ASSIGNMENT

Section 11.1 Transactions Requiring Landlord's Consent. Except as permitted in Section 11.3 below and in Section 15.2 in connection with or arising out of a grant by Tenant of a Leasehold Mortgage, Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed: (a) assign or transfer this Lease or any interest hereunder, or (b) sublease any portion of the Premises or Improvements.

11.1.1 Landlord shall have the right to withhold its consent if, in Landlord's reasonable discretion, any of the following reasonable criteria apply:

A. The proposed transferee does not have the financial strength (as reasonably demonstrated by financial statements) to fulfill Tenant's obligations under the Lease, as reasonably determined by Landlord.

B. The proposed use of the Premises by the transferee is not consistent with the Permitted Use defined in this Lease.

C. The Tenant is in default of any provision of this Lease at the time of the request.

D. The assignment or sublease would result in the division of the Premises.

11.1.2 Tenant shall provide Landlord with draft transfer documents and the proposed transferee's financial statements at least thirty (30) days prior to the proposed transfer. Tenant shall pay all of Landlord's reasonable legal and administrative fees and costs incurred in reviewing the request and preparing the necessary consent documentation regardless of whether consent is granted or refused, not to exceed a collective total of Five Thousand and 00/100 Dollars ($5,000.00) (the "**Transfer Review Cap**").

Section 11.2 Effectiveness of Assignment/Sublease. In the event of an assignment or transfer of Tenant's interest hereunder, the original Tenant hereunder shall remain primarily liable for under this Lease until such time as the assignee or subtenant has signed an assignment under which it expressly assumes the performance of all covenants and obligations of the Tenant under this Lease. An unauthorized assignment that is not a Permitted Transfer is void. Landlord's consent to any proposed assignment shall not constitute a waiver of Landlord's right reasonably to approve or disapprove of any subsequent assignment.

Section 11.3 Permitted Assignment. Notwithstanding any other provision contained herein, Tenant (without the consent of Landlord) may assign the Lease or sublet all or a portion of the Premises or Improvements to (each of the following assignments or subleases, a "**Permitted Transfer**"): (i) the purchaser of all or substantially all of the assets of Tenant, (ii) the new or surviving entity upon the merger or consolidation of Tenant, or (iii) any affiliate of Tenant, meaning any entity controlling, controlled by, or under common control with, Tenant or any of Tenant's members. However, Tenant shall remain fully and primarily liable for the payment of all rent and the performance of all covenants and obligations under this Lease until the assignee or subtenant has expressly assumed in writing all obligations of the Tenant under this Lease. A change in control of Tenant shall not constitute an assignment or transfer requiring Landlord's consent under this Section 11.3 provided the following conditions are met: (i) the assignee or subtenant shall use the Premises solely for the Permitted Use specified in this Lease; (ii) the assignee or subtenant has a tangible net worth at least equal to the lesser of (a) Tenant's tangible net worth as of the date this Lease was signed or (b) Tenant's tangible net worth immediately prior to the proposed transfer; (iii) no default exists under this Lease, either at the time of the notice of the proposed transfer or at the effective date of the transfer; (iv) Tenant shall provide Landlord with a fully executed copy of the assignment or sublease agreement and financial statements of the assignee or subtenant within fifteen (15) business days following the effective date of the transfer; (v) Tenant shall reimburse Landlord for all reasonable legal and administrative costs incurred in connection with the review and documentation of such transfer, not to exceed the Transfer Review Cap; and (vi) the assignee or subtenant, or its affiliate (meaning any entity controlling, controlled by, or under common control with, such assignee or subtenant or any of its members), assumes the rights, duties, and obligations of "Seller" under the Power Purchase Agreement (as such term is defined therein).

Section 11.4 Assignment by Landlord. Landlord shall not assign or convey Landlord's interest in the Land or this Lease, nor shall Landlord assign or convey any reversionary interest Landlord may have in the Improvements.

ARTICLE 12
CONDEMNATION

Section 12.1 Total Taking. If the entire Premises is taken by right of eminent domain or conveyed in lieu thereof (a "**Taking**"), this Lease shall terminate upon vesting of title in the condemning authority, and all condemnation proceeds and awards applicable to Land shall belong to Landlord and any condemnation proceeds and awards applicable to the Improvements shall belong to Tenant. In the case of any termination of this Lease under this Section, (a) Tenant shall provide for the redemption of the Bonds on the next available optional redemption date under the Bond Indenture, and (b) the Post-Abatement Lease shall immediately take effect as of the date and time of such termination becoming effective.

Section 12.2 Partial Taking. If any part of the Premises becomes subject to a Taking and such Taking will prevent Tenant from conducting on a permanent basis its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within one hundred twenty (120) days after the Taking, and Base Rent shall be apportioned as of the date of such Taking. If Tenant does not terminate this Lease, then Rent (other than Bond Rent, which must be paid in full) shall be abated on a reasonable basis as to that portion of the Premises rendered untenantable by the Taking. In the case of any termination of this Lease under this Section, (a) Tenant shall provide for the redemption of the Bonds on the next available optional redemption date under the Bond Indenture, and (b) the Post-Abatement Lease shall immediately take effect as of the date and time of such termination becoming effective.

Section 12.3 Temporary Taking. If all or any portion of the Premises becomes subject to a Taking for a limited, immaterial period of time, this Lease shall remain in full force and effect and Tenant shall continue to perform all of the terms, conditions and covenants of this Lease, including the payment of Base Rent and all other amounts required hereunder. An immaterial taking, as used herein, means a Temporary Taking which, upon termination of the temporary Taking, does not render the Premises economically unusable for Tenant's continued operations thereafter. Notwithstanding Section 12.5 below, any award or compensation for a Temporary Taking shall be paid to Tenant; provided, however, that Tenant shall be entitled to any award specifically designated as compensation for actual business interruption or moving costs.

Section 12.4 Award. If a Taking occurs, Landlord shall receive the portion of the award or other compensation applicable to the Land and the Landlord Infrastructure, and Tenant shall receive the portion of the award or other compensation for the Improvements taken and for the equipment and personal property which Tenant and those claiming through Tenant have installed under this Lease, and for any moving costs, loss of business, and other claims it may have. Upon a Taking, Tenant shall take reasonable efforts to mitigate loss or destruction of Improvements and Tenant Personal Property.

Section 12.5 Voluntary Transfers in Lieu of Condemnation. Landlord shall not voluntarily transfer all or any part of the Premises or Landlord's interest therein in lieu of the actual exercise of the power of eminent domain without the prior written consent of Tenant, which Tenant may withhold in its sole reasonable discretion.

ARTICLE 13
UTILITIES; EASEMENTS; LANDLORD'S ACCESS

Section 13.1 Payment of Public Utility Charges. Tenant shall, at its sole cost and expense, make application for and arrange for all utility services serving the Project (including, but not limited to, charges for gas, water, sewer, electricity, light, heat, or power, telephone, broadband, or other communication service, and any other utility used, rendered or supplied in connection with the Premises or the Improvements) and shall pay or cause to be paid any and all charges for gas, water, sewer, electricity, light, heat, or power, telephone, broadband, or other communication service, and any other utility used, rendered or supplied in connection with the Premises or the Improvements promptly as they become due and payable. To the extent possible, Tenant shall ensure that all utility accounts are placed in Tenant's name no later than the Lease commencement date, or as soon as possible thereafter. Tenant shall provide Landlord with account numbers for all utilities within five (5) business days of the Lease Commencement Date. Landlord shall have the right, but not the obligation, to pay any utility charges that are not paid by Tenant when due, and any amounts paid by Landlord shall be deemed "Additional Rent" and immediately due and payable by Tenant at the Over Due Rate. Tenant shall also be responsible for any and all connection, disconnection, or tap-on fees associated with said utilities. Tenant will defend, indemnify, and hold Landlord harmless against any liability or charges on account thereof. Landlord shall reasonably cooperate with Tenant in Tenant's efforts to comply with this Section 13.1.

Section 13.2 Easements. Landlord agrees, upon request of Tenant at any time and from time to time, and at the sole cost of Tenant, to join in the grant of new easements and rights of way or alteration of existing easements and rights of way upon, under or over the Premises for utilities, public purposes, access to public facilities, roads and ways, parking, and reciprocal easements, provided such grant or grants are reasonably necessary for the operation of the Premises for the uses herein permitted. Landlord will not grant any easements, licenses or other rights which would permit any third party to obtain rights to the Premises or modify any of the Permitted Encumbrances without Tenant's prior written consent, at Tenant's sole discretion. Notwithstanding the foregoing, Landlord reserves the right to grant non-exclusive easements, licenses, or rights of way that do not materially or unreasonably impact Tenant's use and enjoyment of the Premises, provided Landlord provides Tenant with prior written notice of any such grant.

Section 13.3 Landlord's Access to Premises. Notwithstanding anything to the contrary in this Lease, Landlord shall have the unrestricted right, at any time and from time to time, without notice to Tenant but subject to any and all reasonable safety procedures and protocols set by Tenant, to enter those portions of the Premises and Improvements containing or providing access to any critical infrastructure, utility systems, structural components, or pre-existing improvements owned, operated, or maintained by Landlord (collectively the "**Landlord Infrastructure**") for the purpose of inspecting, maintaining, repairing, replacing, modifying or installing any such systems or improvements. Provided Landlord's access is in full compliance with all Applicable Laws, including safety regulations, Tenant shall not interfere with or condition such access, and Landlord shall have the right to bring personnel, contractors, equipment, and materials reasonably necessary to perform such activities. Except as expressly provided herein with regard to Landlord's access of Landlord Infrastructure, and other than in the event of an emergency involving an imminent

threat to persons or property, in which event Landlord may have such access to the Premises and Improvements as is necessary to protect such persons and/or property, Landlord may not have any entry or access to the Premises or Improvements (i) without at least seventy-two (72) hours' prior notice to Tenant, (ii) except at reasonable times, (iii) without being accompanied by a representative authorized by Tenant to permit such entry by Landlord, (iv) other than in accordance with Tenant's reasonable security arrangements, or (v) in any manner which interrupts, interferes with or diminishes the operations of Tenant in the Premises or would cause Tenant to incur costs or expenses that Tenant would not have incurred but for such entry. Any such access shall only be for the limited purposes of: (a) investigating possible breaches of this Lease or city code; or (b) showing the Premises to a prospective lender or, during the last year of the Term, to a prospective purchaser. Landlord shall make a reasonable effort to minimize interference with Tenant's operations and shall maintain all of Tenant's proprietary information regarding its operations at the Premises strictly confidential, and shall require any agents, employees, or contractors of Landlord to similarly maintain such confidentiality.

ARTICLE 14
DEFAULT PROVISIONS

Section 14.1 Tenant's Default. Tenant shall be in default under this Lease if (i) default shall be made in the payment of the Rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease, and such default shall continue for thirty (30) days after Landlord gives Tenant a second written notice of such default, which second written notice shall be sent no fewer than ten (10) business days after a first written notice of default is sent to Tenant, (ii) if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease or the Power Purchase Agreement (beyond any applicable cure period provided for therein) which Tenant is required to observe and perform and, unless a different notice and cure period is otherwise provided in this Lease, such default shall continue for sixty (60) days after Landlord provides Tenant a second written notice of such default (which second written notice shall be sent no fewer than ten (10) business days after a first written notice of default is sent to Tenant), unless such default cannot reasonably be cured within such sixty (60) day period, in which event Tenant shall have such additional reasonable period of time as is necessary to cure such default provided it is diligently pursuing such a cure during such additional period of time, (iii) if Tenant abandons the Premises (which shall not mean the temporary cessation of use for any reason), or (iv) if any insolvency or bankruptcy proceeding is instituted by or against Tenant or the interest of Tenant in this Lease shall be levied on under execution or other legal process and the same is not dismissed, stayed or vacated within ninety (90) days thereafter other than in connection with the exercise by a Leasehold Mortgagee of its rights under a Leasehold Mortgage. Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, with or without further notice or demand of any kind to Tenant or any other person, be entitled to exercise the rights and remedies provided for in Section 14.2 below. Any and all damages whether paid or otherwise unpaid but incurred by Landlord as a result of Tenant breaching any part of this Lease shall be deemed to be Rent due pursuant to this Lease.

Section 14.2 Landlord's Remedies. If Tenant fails to cure a default within the cure period specified in this Lease, Landlord may, at its option (i) provide Tenant with written notice of election to terminate this Lease on a date that is not fewer than ninety (90) days after receipt of

such written notice from Landlord, in which case the Landlord shall be entitled to recover from Tenant all damages proximately caused by the default, or (ii) perform the relevant obligations on Tenant's behalf, and at Tenant's expense, after the expiration of the required notice and cure period, or (iii) perform the relevant obligations on Tenant's behalf, and at Tenant's expense without notice or cure period in the event of an emergency involving an imminent threat to persons or property. Tenant will reimburse any costs incurred by Landlord (together with interest at the Over Due Rate) within thirty (30) days after Tenant's receipt of Landlord's request for reimbursement (which will be accompanied by receipts or other evidence of such expenses). If Tenant fails to do so, then Landlord will have the right to add the costs to the next installment(s) of rent due under this Lease. The date of termination of the Lease will be not fewer than ten (10) business days after the date of receipt by Tenant of the written notice from Landlord. In the case of any termination of this Lease under this Section, (a) Tenant shall provide for the redemption of the Bonds on the next available optional redemption date under the Bond Indenture, and (b) the Post-Abatement Lease shall immediately take effect as of the date and time of such termination becoming effective.

Section 14.3 Interest on Unpaid Sums. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed encumbering the Premises. Accordingly, if any installment of Rent due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after the date on which Tenant receives written notice from Landlord that such sum is overdue, Tenant shall pay to Landlord interest on said rent at a rate (the "**Over Due Rate**") equal to the lesser of (i) five percent (5%) per annum above the prime rate of interest publicly announced from time to time by The Bank of America or its successor (provided that if said Bank shall cease to announce its prime rate, then the prime rate shall mean the like rate of interest as publicly announced by another bank mutually agreed upon by Landlord and Tenant) or (ii) the highest rate which is at the time lawful in the State of Missouri, from the date such Rent was due. Acceptance of interest by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

Section 14.4 Default by Landlord. Landlord shall be in default under this Lease if default shall be made in the observance or performance of any of obligations, covenants or agreements in this Lease which Landlord is required to observe and perform and, unless a different notice and cure period is otherwise provided in this Lease, such default shall continue for thirty (30) days after written notice to Landlord, unless such default cannot reasonably be cured within such thirty (30) day period, in which event Landlord shall have such additional reasonable period of time as is necessary to cure such default provided it is diligently pursing such a cure during such additional period of time. In the event of such Landlord default, Tenant may (i) provide Landlord with written notice of election to terminate this Lease on a date that is not fewer than twenty (20) business days after receipt of such written notice from Tenant, (ii) freely elect to cure such default itself on behalf of Landlord and the actual, documented costs thereof shall be due and payable to Tenant from Landlord upon demand by Tenant, and/or (iii) pursue any other rights and remedies available at law or equity, including but not limited to the right of specific performance. Any failure of Landlord to promptly pay any amounts due to Tenant shall entitle Tenant to deduct such amounts

from Base Rent and/or other payments (with the exception of Bond Rent, taxes and other Impositions) subsequently due to Landlord under this Lease, until Tenant is repaid in full. If any such amount owed by Landlord to Tenant shall not be received by Tenant or Tenant's designee within ten (10) days after the date on which Landlord receives written notice from Tenant that such sum is due and payable, Landlord shall pay to Tenant interest on said amount at the Over Due Rate. Acceptance of interest by Tenant shall in no event constitute a waiver of Landlord's default with respect to such overdue amount. In the case of any termination of this Lease under this Section, (a) Tenant shall provide for the redemption of the Bonds on the next available optional redemption date under the Bond Indenture, and (b) the Post-Abatement Lease shall immediately take effect as of the date and time of such termination becoming effective.

Section 14.5 Leasehold Mortgagee's Right to Cure. Concurrent with any notice from Landlord to Tenant of a failure, breach or default by Tenant in the performance or observance of any of the terms, conditions or agreements in this Lease, Landlord shall give written notice thereof to each Leasehold Mortgagee previously identified in writing to Landlord, and each such Leasehold Mortgagee shall have the right (but not the obligation) to cure such default. Landlord shall not take any action to terminate this Lease or Tenant's right to possession of the Premises and the Abatement Property under this Lease with respect to such failure, breach or default for a period of thirty (30) days after delivery of such written notice to each Leasehold Mortgagee previously identified in writing to Landlord with respect to any such default capable of being cured by the payment of money and for a period of sixty (60) days after delivery of such written notice to each such Leasehold Mortgagee with respect to any other default (provided that in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such sixty (60) day period because of the nature of such default or because any such Leasehold Mortgagee requires time to obtain possession of the Premises and Abatement Property in order to cure the default, if each such Leasehold Mortgagee shall proceed promptly to obtain possession of the Premises and Abatement Property, where possession is required, and to cure the same and thereafter shall prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be reasonably necessary to complete the curing of the same with diligence and continuity). Landlord shall accept any cure by a Leasehold Mortgagee of a default by Tenant under this Lease as if the same had been performed by Tenant; provided, however, no Leasehold Mortgagee shall be obligated to cure any default by Tenant or any other matter.

ARTICLE 15
FINANCING

Section 15.1 Intentionally Deleted.

Section 15.2 Tenant's Financing. Tenant shall have the right, at any time and from time to time, in addition to any other rights herein granted and without any requirement to obtain Landlord's consent (subject to the provisions below), to encumber any Tenant Property or to mortgage or grant a security interest in Tenant's leasehold interest in this Lease (but not Landlord's fee simple interest in the Land), any Improvements, and/or any subleases, under one or more Leasehold Mortgages, and/or to assign this Lease and any subleases as collateral security for such Leasehold Mortgages). Tenant's right to grant such a Leasehold Mortgage is conditioned upon Tenant's providing Landlord with written notice of the Leasehold Mortgagee's contact information

and a copy of the Leasehold Mortgage within ten (10) business days of recording such Leasehold Mortgage. Tenant and Landlord acknowledge that so long as any Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions shall apply in respect of such Leasehold Mortgagee notwithstanding any other provisions of this Lease to the contrary:

15.2.1 There shall be no cancellation, termination (except in the case of the exercise of remedies under Section 14.2 or at the end of the Term), surrender or acceptance of surrender, amendment, or modification of this Lease by joint action of Landlord and Tenant, nor shall Landlord recognize any such action by Tenant alone, without in each case the prior consent in writing of any applicable Leasehold Mortgagee (which shall not be unreasonably withheld, delayed or conditioned). Any attempted cancellation, early termination (except in the case of the exercise of remedies under Section 14.2), surrender or merger of this Lease without the prior written consent of all Leasehold Mortgagees (which shall not be unreasonably withheld, delayed, or conditioned) shall be of no force or effect;

15.2.2 Landlord shall provide notice of any default by Tenant, arbitration or action, suit or other proceeding or dispute between Landlord and Tenant to each Leasehold Mortgagee of which Landlord has been given notice, and each Leasehold Mortgagee shall have the right (but not the obligation) to intervene therein and be made a party thereto if Tenant fails to do so. In any event, each Leasehold Mortgagee shall receive notice, and a copy, of any award, decision or judgment rendered in such arbitration, action, suit or other proceeding;

15.2.3 If there is a condemnation or taking by eminent domain in respect of the Premises, any award of payment which is to be paid shall be distributed to Landlord and Tenant as their respective interests appear. The portion of the award attributable to the value of the fee simple interest in the Land and the Landlord Infrastructure, if any, shall be paid to Landlord. The portion of the award attributable to Tenant's leasehold interest and Tenant's owned Improvements (plus equipment and personal property which Tenant and those claiming through Tenant have installed under this Lease) shall be paid to Tenant (or the Leasehold Mortgagee in accordance with the priority of their liens and in accordance with the terms of the applicable Leasehold Mortgage). In no event shall a Leasehold Mortgagee have any claim or lien against Landlord's share of any condemnation award applicable to the fee simple interest in the Land or Pre-Existing Improvements;

15.2.4 In connection with the rights of a Leasehold Mortgagee to cure Tenant's defaults under this Lease and to protect its security, Landlord and Tenant hereby expressly grant to each Leasehold Mortgagee, and agree that each Leasehold Mortgagee shall have, during the Term of this Lease, the absolute and immediate right to enter in and upon the Premises or any part thereof to such extent and as often as the Leasehold Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Tenant, without any obligation to do so. Landlord shall have no liability for any actions taken by the Leasehold Mortgagee during such entry;

15.2.5 In the event any right granted to a Leasehold Mortgagee under this Section 15.2 shall by its nature only be exercisable by one Leasehold Mortgagee and more than one Leasehold Mortgagee desires to exercise such right, then in that event only the Leasehold Mortgagee holding the most senior Leasehold Mortgage among the Leasehold Mortgagees desiring to exercise such right, shall be entitled to do so;

15.2.6 In the event a Leasehold Mortgagee or its designee (by foreclosure, conveyance in lieu of foreclosure or otherwise), or the purchaser at a foreclosure sale or the assignee or designee of such purchaser, acquires Tenant's interest in this Lease, the Leasehold Mortgagee or its designee shall not be bound by any modification or amendment to this Lease not otherwise previously approved by the Leasehold Mortgagee, provided that such modification or amendment was entered into after the date Landlord was provided written notice of such Leasehold Mortgagee's interest;

15.2.7 In the event a Leasehold Mortgagee or its designee (by foreclosure, conveyance in lieu of foreclosure or otherwise), or the purchaser at a foreclosure sale or the assignee or designee of such purchaser, acquires Tenant's interest herein, such party shall thereupon become Tenant under this Lease; provided, however, that any defaults by Tenant under this Lease which do not involve the payment of money and which cannot be satisfied or cured by such party shall not be enforceable by Landlord against such party. However, after such party acquires Tenant's interest herein and becomes the Tenant, such party shall then be responsible for curing, in accordance with the terms of this Lease, any continuing non-monetary defaults (i.e. such as ongoing repair and maintenance obligations). Further, Landlord retains all rights to pursue the original Tenant for all unsecured defaults occurring prior to such acquisition;

15.2.8 Nothing in this Section 15.2 shall be deemed or construed to require the Landlord to expend any funds or incur any obligations beyond those expressly set forth in this Lease. Landlord shall not be liable for the performance of Tenant's obligations to the Leasehold Mortgagee. Further, except in the event of a Leasehold Mortgagee's acquiring Tenant's interest herein and thereby becoming the Tenant under this Lease, nothing in this Section 15.2 shall be deemed or construed to create or impose any obligation, covenant or liability, whatsoever, upon a Leasehold Mortgagee: (a) for the payment of Base Rent, Bond Rent and Additional Rent or any additional monetary sums due under this Lease; (b) for the performance of any of Tenant's covenants and agreements hereunder; or (c) to cure any default by the Tenant under this Lease, and neither Tenant nor Landlord shall have any claims against a Leasehold Mortgagee for its failure to make any payment or take any action which it is entitled to take under this Section 15.2 until such time as such Leasehold Mortgagee assumes possession of the Premises or Abatement Property or acquires the Tenant's interest in the Lease, and Landlord expressly waives any and all such claims accruing prior to the time Leasehold Mortgagee becomes the Tenant under this Lease;

15.2.9 Subject to the terms of its Leasehold Mortgage and to the extent permitted therein, should a Leasehold Mortgagee be entitled to the appointment of a receiver for all or any part of the Premises (a "**Receiver**"), without regard to whether such Leasehold Mortgagee has commenced an action to foreclose the lien of its Leasehold

Mortgage and without regard to the nature of the action in which the appointment of a receiver is sought, Landlord agrees that it will not unreasonably oppose any such appointment, whether or not entitled by the terms of this Lease to do so. Notwithstanding anything to the contrary contained in this Lease, the appointment of the Receiver for the Premises by any court at the request of a Leasehold Mortgagee or by agreement between Tenant and such Leasehold Mortgagee, or the entering into possession of the Premises by such Receiver, shall not be deemed to make such Leasehold Mortgagee a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Premises and shall not, in and of itself, constitute default under this Lease; and

15.2.10 Tenant and Landlord agree that the provisions of this Section 15.2 are for the benefit of and shall be enforceable by each Leasehold Mortgagee, its respective successors and assigns who comply with the provisions of this Section 15.2.

ARTICLE 16
DECOMMISSIONING CONTRIBUTIONS

Section 16.1 Decommissioning Contributions. Landlord and Tenant agree and recognize that the total cost to Decommission (as defined in the Post-Abatement Lease) the Power Plants is estimated to be Four Million and 00/100 Dollars ($4,000,000.00) per Power Plant (the "**Estimated Decommissioning Cost**"). Beginning with the issuing of a certificate of occupancy or equivalent (a "**CO**") for each Power Plant, Tenant shall annually deposit into an interest-bearing account (each a "**Decommissioning Account**") an amount equal to the Annual Decommissioning Contribution for such Power Plant. As used herein, the "**Annual Decommissioning Contribution**" means an amount equal to the Estimated Decommissioning Cost of such Power Plant divided by the then remaining Term of this Lease plus the original term of the Post-Abatement Lease. The initial Annual Decommissioning Contribution for each Power Plant shall be made no later than the date that is twelve (12) months following the issuance of the relevant CO, and subsequent Annual Decommissioning Contributions shall be made no later than every twelve (12) months following such initial contribution. Tenant's obligation to make the Annual Decommissioning Contribution shall continue each year during the Term of this Lease.

The Decommissioning Accounts shall be at Tenant's bank of choosing, but Tenant shall have no right to withdraw principal from such accounts except as expressly provided for herein, or as otherwise agreed to in writing by Landlord. Notwithstanding the foregoing, Tenant shall have the right to collect and/or withdraw all interest from the Decommissioning Accounts at times of Tenant's choosing. Landlord and Tenant shall mutually agree upon the form of a commercially reasonable control agreement with the selected bank reflecting the foregoing restriction on Tenant's withdrawal rights and reflecting Tenant's right to such interest. For the sake of clarity, upon expiration of this Lease and commencement of the Post-Abatement Agreement, the amounts then deposited in the Decommissioning Accounts shall remain in such accounts (subject to Tenant's right to interest on same) and the use of same shall be governed by the terms and provisions of the Post-Abatement Lease.

ARTICLE 17
PROPERTY OF TENANT

Section 17.1 Personal Property, Trade Fixtures and Equipment. Tenant may, at its sole cost and expense, install any trade fixtures, equipment, and other personal property of a temporary or permanent nature used in connection with its business on or at the Premises, and Tenant shall have the right at any time during the Term to remove any and all such trade fixtures, equipment, and other personal property that it may have stored or installed upon or at the Premises. Landlord hereby waives any contractual, statutory or common law "landlord's lien" as to the foregoing property and to all Tenant Personal Property and Generation Equipment. Any such trade fixtures, equipment, and other personal property shall constitute Abatement Personal Property during the applicable Abatement Period if the costs of such property are included in a Bond Requisition Certificate.

ARTICLE 18
REPRESENTATIONS AND WARRANTIES; ESTOPPEL CERTIFICATES

Section 18.1 Representations and Warranties of Landlord. For the purpose of inducing Tenant to enter into and consummate the transaction contemplated herein, and in addition to any other representations and warranties set forth in this Agreement, Landlord makes the following representations and warranties.

A. Legal Capacity. Landlord is a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and the Landlord and the person executing this Lease on behalf of Landlord have the requisite power and authority to enter into this Lease and to consummate the transaction contemplated by the terms of this Lease.

B. Authority. The execution and delivery of this Lease by Landlord, and the consummation by Landlord of the transaction contemplated by this Lease are within Landlord's authority, and all requisite action has been taken to make this Lease valid and binding on Landlord in accordance with its terms. This Lease and the agreements and documents contemplated hereby to be entered into by Landlord and the performance of Landlord's obligations hereunder and thereunder have been duly approved by all necessary action of Landlord, and no further approvals are required by the governing body or officials of Landlord. Landlord has obtained all consents, approvals, authorizations or orders of any court or governmental agency or body, or other entity or person if any, required for the execution, delivery, and performance by Landlord of its obligations under this Lease.

C. Title. To Landlord's actual knowledge, without inquiry or independent investigation, Landlord has good and marketable fee title to the Land and the Premises free and clear of all liens and encumbrances, except for those matters of public record and matters disclosed in this Lease or a title insurance policy provided to Tenant and any Permitted Encumbrances as shown on Exhibit B.

D. Possession. There are no other parties in possession of the Premises or any part thereof, or any leases or license relating to the use, operation, occupancy, or possession of the Premises.

E. No Default. Landlord is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Landlord is a party and no such instrument affects any portion of the Premises.

F. Litigation. Landlord has not received notice of any claims, causes of action or other litigation or proceedings pending in respect to the ownership or operation of the Premises or any part thereof. To Landlord's actual knowledge, there are no claims threatened in writing, causes of action or other litigation or proceedings pending in respect to the ownership, operation or environmental condition of the Premises or any part thereof. There is no litigation pending, or to Landlord's actual knowledge, threatened against Landlord related to the Premises or that would interfere with Tenant's use of the Premises for the Permitted Use.

G. Insurance Notices. To Landlord's actual knowledge, Landlord has not received written notice from any insurance carriers requiring repairs or alterations to the Premises.

H. No Legal Bar. The execution by Landlord of this Lease and the consummation by Landlord of the transaction hereby contemplated does not and will not (i) result in a breach of or default under any indenture, agreement, instrument or obligation to which Landlord is a party and which affects all or any portion of the Premises, or (ii) constitute a violation of any governmental requirement.

I. No Existing Violations or Violation Notices. To Landlord's actual knowledge, Landlord has received no notice from any governmental authority, and has no actual knowledge, of any violation of any Applicable Laws regarding the Premises, including any Applicable Laws relating to any Regulated Substances. Landlord has not, and to Landlord's actual knowledge, without inquiry or independent investigation, no other party has, generated, stored, or disposed of any Regulated Substances on the Premises.

J. NO OTHER REPRESENTATIONS. LANDLORD EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES BEYOND THOSE STATED IN THIS SECTION 18.1. TENANT CONFIRMS RELIANCE SOLELY ON ITS OWN INVESTIGATION EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.

Section 18.2 Estoppel Certificates. Landlord and Tenant each agree to furnish, at any time and from time to time, so long as this Lease shall remain in effect, upon not less than twenty (20) days' prior written request by the other party, a statement in writing (an "**Estoppel Certificate**"), certifying all of the following, as applicable: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified, stating the modifications), (ii) that the dates to which the Rent and other charges have been paid in advance, if any, (iii) that to the best knowledge of the party executing such statement, there are no defaults under the Lease by Landlord or Tenant, as the case may be, except such

defaults as may be specified in such statement, (iv) that, in the case of Landlord, to its best knowledge, it is not in default under any mortgage or deed of trust encumbering the Premises and that in the case of Tenant, to its best knowledge it is not in default under any leasehold mortgage encumbering Tenant's leasehold interest under this Lease, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchasers of Landlord's or Tenant's respective interests herein or by any prospective mortgagee, holder of any mortgage, or assignee of any mortgage upon Landlord's or Tenant's interest in the Premises, and (v) such other matters pertaining to this Lease and/or the Premises as are reasonably requested. Notwithstanding anything in this Section to the contrary, Landlord shall not be required to execute any document under this Section that (1) imposes a financial obligation on or contains any guarantee by Landlord, or (2) contains representations as to the present condition of the Premises, Project or Improvements or title thereto other than with respect to the Landlord's ownership of the Land, encumbrances caused or consented to by the Landlord, and any Tenant defaults of which Landlord then has knowledge.

ARTICLE 19
NOTICES

Section 19.1 Manner of Making Notices. All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified herein, (2) hand delivered to the intended addressee, or (3) sent by a nationally recognized overnight courier service. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

If to Tenant:	IPP Truman LLC c/o Exigent Energy 4851 LBJ Freeway, Suite 325 Dallas, TX 75244 Attn: General Counsel
With a Copy to:	Exigent Energy c/o Exigent Energy 4851 LBJ Freeway, Suite 325 Dallas, TX 75244 Attn: Creede Williams email: cwilliams@exigentenergy.com

With a Copy to:	NorthPoint Development, LLC 3315 N. Oak Trafficway Kansas City, MO 64116 Attn: Nathaniel Hagedorn email: nhagedorn@northpointkc.com
And with a Copy to:	Polsinelli PC 900 W. 48th Place, Suite 900 Kansas City, Missouri 64112 Attn: Korb Maxwell email: kmaxwell@polsinelli.com
If to Landlord:	City of Independence, Missouri 20201 E. Jackson Drive Independence, MO 64057 Attention: City Manager
With a copy to:	Independence Power & Light Director 20201 E. Jackson Drive Independence, MO 64057

Copies of all notices shall be given to Landlord's Mortgagee and Tenant's Mortgagee at the address provided in writing by Landlord and Tenant or by Landlord's Mortgagee or Tenant's Mortgagee, as the case may be, which addresses shall be provided to the other party within ten (10) business days of the recording of any mortgage or security interest.

ARTICLE 20
MISCELLANEOUS

Section 20.1 Covenants to Run with the Land. All the covenants, agreements, conditions and undertakings in this Lease shall extend and inure to and be binding upon the successors and permitted assigns of each of the parties hereto, the same as if they were in every case named and expressed, and the same shall be construed as covenants running with the land. Wherever in this Lease reference is made to any of the parties hereto, it shall be held to include and apply to, wherever applicable, also the successors and permitted assigns of each such party, the same as if in each and every case so expressed.

Section 20.2 Survival of Indemnity and Payment Obligations. Each obligation to indemnify, defend and hold harmless provided for in this Lease and to pay any amounts (including, but not limited to, Rent, Additional Rent, damages, and other charges) accruing under this Lease both prior to and after the date of expiration or termination of this Lease shall survive the expiration or earlier termination of this Lease.

Section 20.3 No Merger of Estates. There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Premises or Abatement Property by reason of the fact of the same person, firm, corporation (including the Tenant), or other entity acquiring or owning or holding, directly or indirectly, this Lease or the leasehold interest

created by this Lease or any interest in this Lease, and any such other estate or interest in the Premises, Abatement Property or any part thereof, and no such merger shall occur unless and until all corporations, firms, and other entities having an interest (including a security interest) in this Lease or the leasehold interest created by this Lease and any such other estate or interest in the Premises, Abatement Property or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

Section 20.4 Relationship of Parties. Neither anything in this Lease nor any acts of the parties shall be construed or deemed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the parties.

Section 20.5 Successors and Assigns. The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this Lease, shall mean, where the context requires or permits, the persons named herein as Landlord and as Tenant, respectively, and their respective heirs, legal representatives, successors, and assigns, irrespective of whether singular or plural, or masculine, feminine, or neuter. The agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its heirs, legal representatives, successors, and assigns, and shall inure to the benefit of Tenant and its heirs, legal representatives, successors, and assigns; and the agreements and conditions on the part of Tenant to be performed and observed hereunder shall be binding upon Tenant and its heirs, legal representatives, successors, and assigns, and shall inure to the benefit of Landlord and its heirs, legal representatives, successors, and assigns.

Section 20.6 Entire Agreement. This Lease (including all Exhibits) contains the entire agreement between the parties as to the matters set out herein, and no oral statements or representations or prior written matter or negotiations not contained in this Lease shall have any force or effect. This Lease shall not be modified, amended, canceled, surrendered, or terminated in any way except by a writing, subscribed by authorized representatives of the party against whom it is to be enforced, which writing shall contain the written consent of Landlord's Mortgagee (if any) and Tenant's Mortgagee (if any); provided, however, that no such consent shall be required for modifications that do not adversely affect the security interest of such mortgagee or for termination in connection with the expiration of this Lease at the end of its term or in the case of the exercise of remedies under Section 14.2.

ARTICLE 21
GENERAL PROVISIONS

Section 21.1 Force Majeure Occurrences. In the event that Landlord or Tenant are delayed or prevented from performing any of their respective non-monetary obligations during the Term because of strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental restrictions, pandemics, epidemics, casualty, permitting delays, or reasons of a like nature not the fault of the party delayed in the performance of such obligation (collectively, "**Force Majeure Events**"), then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the party subject to such Force Majeure Event shall not be liable for losses or damages caused by such delays; provided, however, that this Section 21.1 shall under no circumstances apply to the payment of any monetary obligations

required to be paid by either party hereunder, including without limitation, the payment of Rent and Additional Rent. The party claiming Force Majeure shall provide the other party with written notice of the Force Majeure Event and reasonable supporting documentation within (10) business days of the commencement of such event and shall use all reasonable efforts to mitigate the effects of the event and resume normal performance as soon as possible. Notwithstanding anything to the contrary in this Lease, Tenant's obligations under the Power Purchase Agreement for replacement energy, liquidated damages, penalties, assessments, or the like imposed by the Regional Transmission Organization ("RTO") (or a transaction counterparty, if applicable) shall not be excused because of a Force Majeure Event or constitute a Force Majeure Event.

Section 21.2 Memorandum of Lease. Landlord and Tenant shall, concurrently with the delivery of this Lease, record a memorandum of this Lease in substantially the form attached hereto as Exhibit D for recording in the chain of title of the Land, setting forth the parties hereto, the date hereof, the term hereof, any option to extend hereunder, and any options or rights of purchase or first refusal, and said memorandum shall be promptly recorded by Tenant at its own expense.

Section 21.3 Invalidity of Provisions. If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 21.4 Waiver of Remedies Not to be Inferred. No waiver of any breach of any of the covenants or conditions of this Lease shall be construed to be a waiver of any other breach or to be a waiver of, acquiescence in, or consent to any further or succeeding breach of the same or similar covenant or condition.

Section 21.5 Modification. None of the covenants, terms or conditions of this Lease to be kept and performed by Landlord or Tenant shall in any manner be waived, modified, changed, or abandoned except by a written instrument, duly signed and acknowledged by Landlord and Tenant.

Section 21.6 Singular and Plural. Any word contained in the text of this Lease, including but not by way of limitation "Tenant" and "Landlord" shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

Section 21.7 Captions. The captions of this Lease are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Lease.

Section 21.8 Law. This Lease shall be construed and enforced in accordance with the laws of the State of Missouri.

Section 21.9 Attorneys' Fees. In the event of a dispute between the parties resulting in litigation or arbitration, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party.

Section 21.10 Landlord Bankruptcy. Notwithstanding anything herein, should the Lease be rejected by Landlord (and its assigns) pursuant to an order of the U.S. Bankruptcy Court, Tenant

will continue to have all of its rights of election provided for in 11 USC 365 (h) (i) (A) (2) as well as any other rights available to it under applicable federal or state bankruptcy or non-bankruptcy law.

Section 21.11 Counterparts. This Lease may be executed in one or more counterparts, with signatures to one being deemed signatures to each such counterpart, each of which shall be deemed one and the same instrument. The parties agree that signature pages sent by email shall be deemed originals.

Section 21.12 Anti-Discrimination. Tenant hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to this Lease, Tenant is not currently engaged in and shall not, for the duration of this Lease, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. Failure to comply with the foregoing certification shall be enforceable in accordance with the terms of such contract. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to this Lease, but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

Section 21.13 Depreciation, Investment Tax Credit and Other Tax Benefits. Landlord agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Abatement Real Property or Abatement Personal Property or any part thereof shall be made available to Tenant, and Landlord will fully cooperate with Tenant in any effort by Tenant to avail itself of any such depreciation, investment tax credit or other tax benefits.

ARTICLE 22
EXHIBITS AND ADDENDA TO LEASE

Section 22.1 Exhibits and Addenda to Lease. Attached to this Lease, and incorporated into and made a part of this Lease by this reference, are the following:

(a) EXHIBIT A-1 – Depiction of the Land
(b) EXHIBIT A-2 – Description of the Land
(c) EXHIBIT B – Permitted Encumbrances
(d) EXHIBIT C – Demolition Improvements
(e) EXHIBIT D – Form of Memorandum of Lease
(f) EXHIBIT E – Post-Abatement Lease
(g) EXHIBIT F – Form of Bond Requisition Certificate

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Lease, effective as of the day and year first above written.

LANDLORD:

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

TENANT:

IPP TRUMAN LLC,
a Missouri limited liability company

By: Independence Power Partners LP, a Delaware limited partnership, its Manager

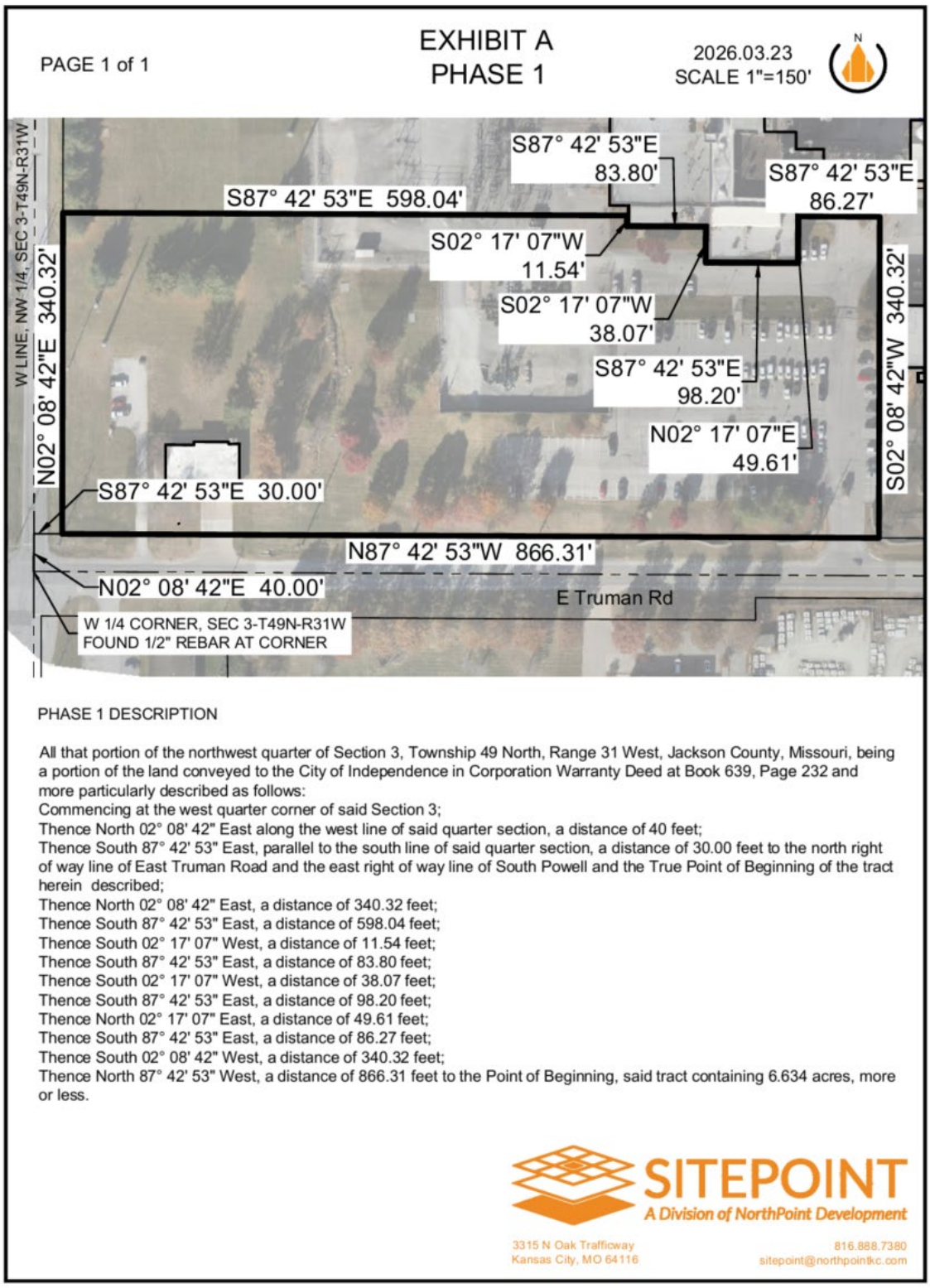
By: Independence Power Partners GP, LLC, a Delaware limited liability company, its General Partner

By: _____
Name: Creede Williams
Title: Manager

[*Signature Page to Lease*]

EXHIBIT A-1

Depiction of Land



PHASE 1 DESCRIPTION

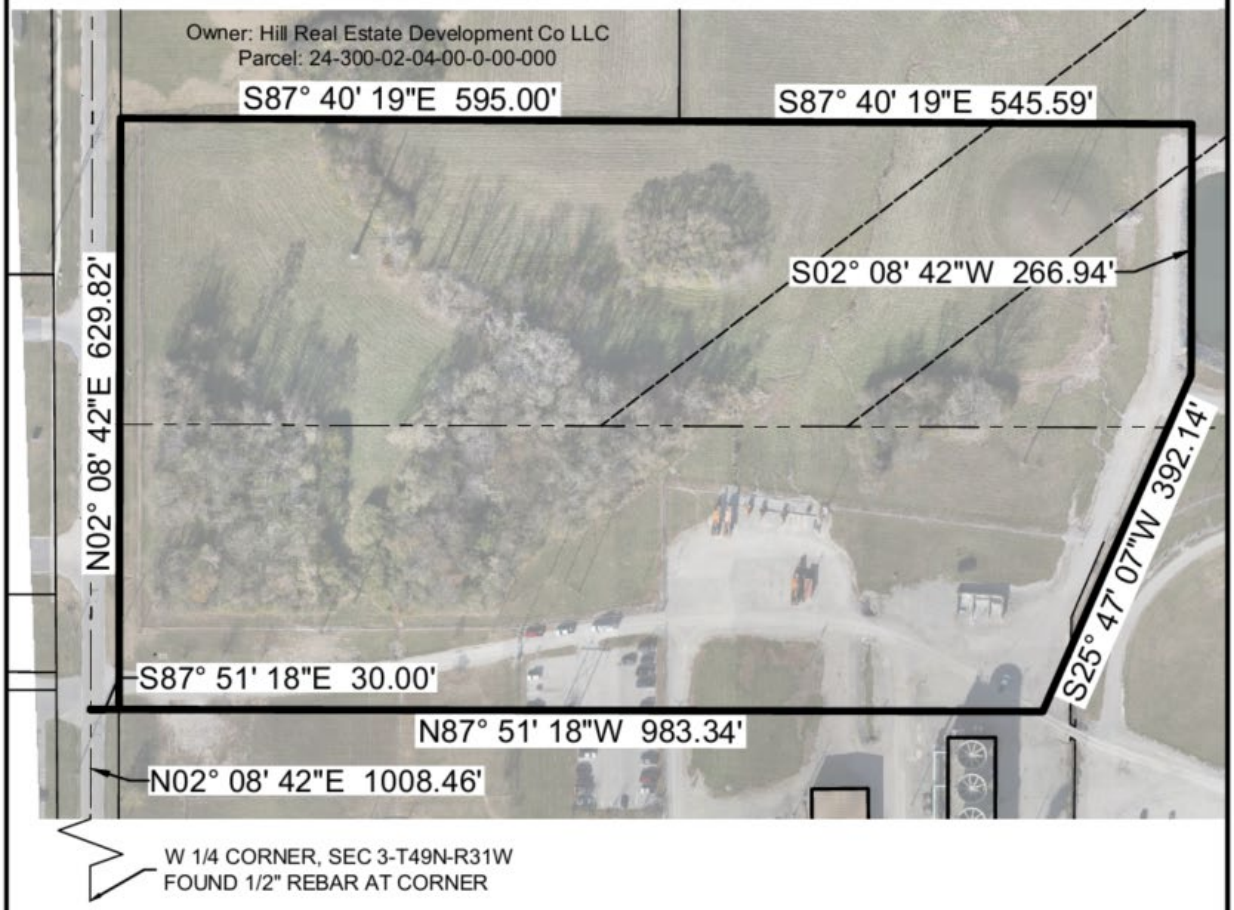
All that portion of the northwest quarter of Section 3, Township 49 North, Range 31 West, Jackson County, Missouri, being a portion of the land conveyed to the City of Independence in Corporation Warranty Deed at Book 639, Page 232 and more particularly described as follows:
Commencing at the west quarter corner of said Section 3;
Thence North 02° 08' 42" East along the west line of said quarter section, a distance of 40 feet;
Thence South 87° 42' 53" East, parallel to the south line of said quarter section, a distance of 30.00 feet to the north right of way line of East Truman Road and the east right of way line of South Powell and the True Point of Beginning of the tract herein described;
Thence North 02° 08' 42" East, a distance of 340.32 feet;
Thence South 87° 42' 53" East, a distance of 598.04 feet;
Thence South 02° 17' 07" West, a distance of 11.54 feet;
Thence South 87° 42' 53" East, a distance of 83.80 feet;
Thence South 02° 17' 07" West, a distance of 38.07 feet;
Thence South 87° 42' 53" East, a distance of 98.20 feet;
Thence North 02° 17' 07" East, a distance of 49.61 feet;
Thence South 87° 42' 53" East, a distance of 86.27 feet;
Thence South 02° 08' 42" West, a distance of 340.32 feet;
Thence North 87° 42' 53" West, a distance of 866.31 feet to the Point of Beginning, said tract containing 6.634 acres, more or less.

SITEPOINT
A Division of NorthPoint Development
3315 N Oak Trafficway
Kansas City, MO 64116
816.888.7380
sitepoint@northpointkc.com

PAGE 1 of 1

EXHIBIT A
PHASE 2

2026.03.20
SCALE 1"=200'



W 1/4 CORNER, SEC 3-T49N-R31W
FOUND 1/2" REBAR AT CORNER

PHASE 2 DESCRIPTION

All that portion of the northwest quarter of Section 3, Township 49 North, Range 31 West, Jackson County, Missouri, being a portion of the land conveyed to the City of Independence in Corporation Warranty Deed at Book 639, Page 232 and more particularly described as follows:
Commencing at the west quarter corner of said Section 3;
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Thence South 87° 51' 18" East, a distance of 30.00 feet to the east right of way line of South Powell and the true POINT OF BEGINNING of the tract herein described;
Thence North 02°08'42" East, a distance of 629.82 feet to the common line with lands owned now or formerly by Hill Real Estate Development Co LLC;
Thence South 87°40'19" East, a distance of 595.00 feet to the southeast corner of said Hill Real Estate lands;
Thence continuing South 87°40'19" East, a distance of 545.59 feet;
Thence South 02°08'42" West, a distance of 266.94 feet;
Thence South 25°47'07" West, a distance of 392.14 feet;
Thence North 87°51'18" West, a distance of 983.34 feet to the true POINT OF BEGINNING. Said tract containing 688,040 square feet or 15.80 acres more or less.

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EXHIBIT A-2

Description of Land

PHASE 1 DESCRIPTION

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Thence South 02° 17' 07" West, a distance of 11.54 feet;
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Thence North 87° 42' 53" West, a distance of 866.31 feet to the Point of Beginning, said tract containing 6.634 acres, more or less.

PHASE 2 DESCRIPTION

All that portion of the northwest quarter of Section 3, Township 49 North, Range 31 West, Jackson County, Missouri, being a portion of the land conveyed to the City of Independence in Corporation Warranty Deed at Book 639, Page 232 and more particularly described as follows:
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Thence South 87°40'19" East, a distance of 595.00 feet to the southeast corner of said Hill Real Estate lands;
Thence continuing South 87°40'19" East, a distance of 545.59 feet;
Thence South 02°08'42" West, a distance of 266.94 feet;
Thence South 25°47'07" West, a distance of 392.14 feet;
Thence North 87°51'18" West, a distance of 983.34 feet to the true POINT OF BEGINNING. Said tract containing 688,040 square feet or 15.80 acres more or less.

EXHIBIT B

Permitted Encumbrances

As mutually agreed to by the Parties in writing at a later date.

EXHIBIT C

Demolition Improvements

As mutually agreed to by the Parties in writing at a later date.

EXHIBIT D

Form of Memorandum of Lease Agreement

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	MEMORANDUM OF LEASE AGREEMENT
DATE OF DOCUMENT:	April 1, 2026
GRANTOR:	CITY OF INDEPENDENCE, MISSOURI
GRANTOR'S MAILING ADDRESS:	20201 E. Jackson Drive Independence, MO 64057
GRANTEE:	IPP TRUMAN LLC
GRANTEE'S MAILING ADDRESS:	c/o Exigent Energy 4851 LBJ Freeway, Suite 325 Dallas, TX 75244
LEGAL DESCRIPTION:	See **Exhibit A**

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "**Memorandum**"), is dated as of April 1, 2026, by the City of Independence, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri ("**Landlord**"), and IPP TRUMAN LLC, a Missouri limited liability company ("**Tenant**").

W I T N E S S E T H:

This Memorandum hereby provides notice that Landlord leases to Tenant certain real property located in Independence, Jackson County, Missouri and legally described on Exhibit A attached hereto (the "**Premises**") together with certain real property improvements and personal property located thereon (together with the Premises, the "**Leased Property**"), on such terms as are described in that certain Lease Agreement between Landlord and Tenant dated and effective as of _____, _____ ("**Lease**").

The lease of the Leased Property is made pursuant to the terms, covenants and conditions contained in the Lease. The Lease expires on such subsequent date as is provided for in the Lease.

It is the intention of the parties that this Memorandum is for notice purposes only and does not modify and/or amend the Lease, and reference should be made to the Lease for the precise terms and provisions thereof. To the extent of any inconsistency between the Lease and this Memorandum, the terms of the Lease shall prevail.

[*SIGNATURES ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, this Memorandum has been executed by Landlord and is effective as of the day and year as set forth above.

LANDLORD:

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Lisa Reynolds, Interim City Manager of the City of Independence, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, known to me to be the person who executed the instrument within and who duly acknowledged execution of the same on behalf of said City of Independence.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

_____

Name: _____

NOTARY PUBLIC

My Commission Expires:

_____

TENANT:

IPP TRUMAN LLC,
a Missouri limited liability company

By: Independence Power Partners LP, a Delaware limited partnership, its Manager

By: Independence Power Partners GP, LLC, a Delaware limited liability company, its General Partner

By: _____
Name: Creede Williams
Title: Manager

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared Creede Williams, the Manager of Independence Power Partners GP, LLC, a Delaware limited liability company, which is the General Partner of Independence Power Partners LP, a Delaware limited partnership, which is the Manager of **IPP TRUMAN LLC**, a Missouri limited liability company, known to me to be the person who executed the instrument within and who duly acknowledged execution of the same on behalf of said company.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

_____

Name: _____

NOTARY PUBLIC

My Commission Expires:

_____

Exhibit A
To Memorandum of Lease Agreement

Legal Description

PHASE 1 DESCRIPTION

All that portion of the northwest quarter of Section 3, Township 49 North, Range 31 West, Jackson County, Missouri, being a portion of the land conveyed to the City of Independence in Corporation Warranty Deed at Book 639, Page 232 and more particularly described as follows:
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EXHIBIT E

Post-Abatement Lease

EXHIBIT F

Form of Bond Requisition Certificate

Requisition No. _____
Date: _____

BOND REQUISITION CERTIFICATE

TO: SECURITY BANK OF KANSAS CITY, AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF APRIL 1, 2026, BETWEEN CITY OF INDEPENDENCE, MISSOURI, AND THE BOND TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF APRIL 1, 2026, BETWEEN CITY OF INDEPENDENCE, MISSOURI AND IPP TRUMAN LLC, A MISSOURI LIMITED LIABILITY COMPANY.

The undersigned Authorized Tenant Representative hereby states and certifies that:

1. The total shown on **Schedule 1** hereto is requested to pay for Project Costs (as defined in the Bond Indenture) of the Abatement Real Property and/or Abatement Personal Property. The total amount of this requisition and all prior requisitions are as follows: $_____.

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the purchase, installation or equipping of the Abatement Real Property and/or Abatement Personal Property (as defined in the Lease), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Tenant or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the purchase, installation or equipping of the Abatement Real Property and/or Abatement Personal Property which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Abatement Property or any part thereof.

5. With respect to this disbursement, the undersigned (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, (ii) agrees to indemnify and hold harmless the Bond Trustee from and against any and all claim, demand, loss, liability, or expense sustained, including but not limited to attorney fees, and expenses resulting directly or indirectly as a result of making the disbursement requested hereunder, and (iii) agrees it will not seek recourse from the Bond Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

IPP TRUMAN LLC

By: _____
Authorized Tenant Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

With respect to any personal property described in this Bond Requisition Certificate and for which Project Costs are disbursed pursuant to this Requisition Certificate, in consideration of such disbursement, such personal property is hereby BARGAINED and SOLD, and the Tenant by these presents does now GRANT and CONVEY, unto the CITY OF INDEPENDENCE, MISSOURI, and its successors and assigns, all of its right, title and interest, if any, in and to such personal property, and such personal property shall constitute a portion of the "Abatement Personal Property" as defined under the Lease Agreement dated April 1, 2026, between the Tenant and the Landlord. The property is being conveyed "as is," "where is" and "with all faults" as of the date of this Bond Requisition Certificate, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied.

$2,000,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(POWER GENERATION PROJECT)
SERIES 2026

DATED AS OF APRIL 1, 2026

BOND PURCHASE AGREEMENT

Mayor and City Council
Independence, Missouri

Ladies and Gentlemen:

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, IPP Truman LLC, a Missouri limited liability company (the "Purchaser"), offers to purchase from the City of Independence, Missouri (the "City"), the above-referenced series of Taxable Industrial Development Revenue Bonds (the "Bonds"), to be issued by the City, under and pursuant to an ordinance passed by the governing body of the City on _____ __, 2026 (the "Ordinance") and a Trust Indenture dated as of April 1, 2026 (the "Indenture"), by and between the City and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the Project for IPP Truman LLC, a Missouri limited liability company (the "Tenant"), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the obligation represented by the Bonds or the validity of the Bonds, the Ordinance, the Lease or the Indenture; and

(3) Any certificate signed by an authorized representative of the City and delivered to the Purchaser shall be deemed a representation and warranty by the City to such party as to the statements made therein.

(b) The Purchaser represents as follows:

(1) The Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri and is qualified to do business in the State of Missouri;

(2) The execution, delivery and performance of this Bond Purchase Agreement by the Purchaser has been duly authorized by all necessary action of the Purchaser and does not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon the Purchaser, or, to the best of its knowledge, any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound;

(3) When executed and delivered by the Purchaser, this Bond Purchase Agreement will be, and is, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (defined below) for the Bonds, which amount shall be applied as provided in the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall constitute the purchase price for corresponding additional principal amounts of the Bonds, and shall be applied to the payment of Project Costs or as otherwise provided in the Indenture, and the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed $2,000,000,000.

As used herein, the term "Closing Date" shall mean April ___, 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean, with respect to the Bonds, the amount of $_____.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease authorized thereby and the Bonds shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bonds shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of $2,000,000,000; provided, that the principal amount of the Bonds outstanding at any time shall be that amount recorded in the official bond registration records of the Trustee and further provided that interest shall be payable on the Bonds only on the outstanding principal amount of the Bonds, as more fully provided in the Indenture.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City's representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, this Agreement and the Lease and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds, or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Tenant shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Tenant or its affiliates or, to the knowledge of the Tenant, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Tenant, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Tenant, threatened against the Tenant that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Tenant herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Tenant of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Tenant.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Tenant shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds. To the best of the City's knowledge and belief, the only expenses payable by the Tenant in connection with the issuance of the Bonds (other than fees of the Tenant's counsel and advisors) are the following: (1) the legal fees of Gilmore & Bell, P.C. and issuance fee of the City, (2) recording costs of the memoranda of certain documents executed in connection with the transaction, (3) costs of publication of the notice of bond sale, and (4) the Trustee's initial acceptance fee and first year's administrative fee.

SECTION 8. NOTICE

Any notice or other communication to be given under this Agreement may be given by mailing or delivering the same in writing to the appropriate party or parties at the addresses for notice set out in the Indenture.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

[remainder of page intentionally left blank]

Executed as of the date first written above

Very truly yours,

IPP TRUMAN LLC,
a Missouri limited liability company,
as Purchaser and as Tenant

By: Independence Power Partners LP, a Delaware limited partnership, its Manager

By: Independence Power Partners GP, LLC, a Delaware limited liability company, its General Partner

By: _____
Name: Creede Williams
Title: Manager

Accepted and Agreed to as of the date first written above.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

GROUND LEASE

THIS GROUND LEASE (this "**Lease**"), made and entered into as of the _____ day of _____, _____ (the "**Effective Date**"), by and between the City of Independence, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri ("**Landlord**"), and IPP TRUMAN LLC, a Missouri limited liability company ("**Tenant**").

WITNESSETH:

For and in consideration of the rent hereinafter provided, and for and in consideration of the mutual agreements herein set forth and for other good and valuable consideration, Landlord hereby leases, and Tenant hereby takes the premises herein described, upon and subject to the terms and conditions herein set forth, for the term herein stated, as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions. The underscored terms set forth below shall have the respective meanings indicated for purposes of this Lease:

Additional Rent. The term "**Additional Rent**" shall have the meaning set out in Section 4.5.

Applicable Laws. The term "**Applicable Laws**" shall mean all federal, state, county, and city laws, ordinances, rules, and regulations of any governmental authorities, and all requirements of any legally-constituted public authority, any of which affect the Premises.

Base Rent. The term "**Base Rent**" means the base rental, defined as such and set forth in Article 4.

Bond Lease. The term "**Bond Lease**" means that certain Lease Agreement by and between the City of Independence, Missouri, as landlord, and Tenant, as tenant, dated as of _____, pursuant to which Tenant leased the Land in connection with the issuance of certain industrial revenue bonds, as more particularly described in the Bond Lease. Notwithstanding any provision to the contrary in this Agreement, the Bond Lease, or any associated documents (including the Leasehold Mortgage Agreement), Tenant's leasehold interest, the Bond Lease itself, and any Leasehold Mortgage are explicitly subordinate and inferior to the Landlord's fee simple title to the Land. The Landlord's fee simple interest is superior to all other interests referenced herein.

City. The term "**City**" means the City of Independence, Missouri.

Commencement Date. The term "**Commencement Date**" means the date on which the Term commences, defined as such and set forth in Article 2.

Generation Equipment. The term **"Generation Equipment"** means machinery and associated facilities attached to the Land and/or Improvements that are used to convert an energy source (i.e., fuel) into electrical energy.

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

Impositions. The term "**Impositions**" means the taxes, assessments and other rates, levies and governmental charges, defined as such and set forth in Article 5.

Improvements. The term "**Improvements**" means the buildings and improvements constructed on the Land by or on behalf of Tenant during the term of the Bond Lease, and/or constructed or erected on the Land during the Term of this Lease, including the Power Plants, as well as any future additions, replacements, or alterations thereto, and any attachments, appliances, equipment, machinery, and other fixtures attached to said buildings and improvements or otherwise located on the Premises, other than the Pre-Existing Improvements and the Landlord Infrastructure. For the avoidance of doubt, all Improvements shall remain the property of Tenant and shall not become the property of Landlord during the Term or upon expiration or earlier termination of this Lease, except as otherwise expressly provided in Section 2.4 and Article 16.

Land. The term "**Land**" means the parcels of land depicted and legally described in Exhibit A attached hereto and by this reference made a part hereof and the easements, rights, hereditaments and other appurtenances now or hereafter appurtenant to, benefiting or serving such parcel, but not including any Improvements or Pre-Existing Improvements. The Land consists of two parcels, also known as Phase 1 and Phase 2.

Landlord. In addition to the meaning ascribed to the term "**Landlord**" in Section 20.5 hereof, the term "Landlord" means the Landlord named herein and any person, firm, corporation or other legal entity who or which shall succeed to Landlord's legal and equitable fee simple title to the Land (any such successor to be conclusively deemed to have assumed the obligations of "Landlord" herein by virtue of such succession).

Landlord Infrastructure. The term "**Landlord Infrastructure**" shall have the meaning set forth in Section 13.3.

Landlord Mortgage. The term "**Landlord Mortgage**" means any mortgage granted or made by Landlord to grant to a Landlord Mortgagee a security interest in Landlord's interest in the Premises and/or in this Lease and shall include whatever security instruments are used in the State of Missouri to secure such interests including without limitation, financing statements, security agreements, mortgages, deeds of trust, and any other documentation required to so secure such interest; provided, however, that Landlord shall not grant, create, or permit any Landlord Mortgage without the prior written consent of Tenant, which consent may be withheld in Tenant's sole discretion.

Landlord Mortgagee. The term "**Landlord Mortgagee**" means the holder or secured party under a Landlord Mortgage.

Leasehold Mortgage. The term "**Leasehold Mortgage**" means any leasehold mortgage granted or made by Tenant to grant to a Leasehold Mortgagee a security interest in Tenant's leasehold interest in this Lease and shall include whatever security instruments are used in the State of Missouri to secure the mortgagee's interest in the leasehold interest of Tenant under this Lease without limitation, financing statements, security agreements, mortgages, deeds of trust, and any other documentation required to so secure such interest.

Leasehold Mortgagee. The terms "**Leasehold Mortgagee**" means the holder or secured party under a Leasehold Mortgage.

Lease Year. The term "**Lease Year**" means each successive twelve (12) month period during the term commencing on the Commencement Date.

Permitted Encumbrances. The term "**Permitted Encumbrances**" means only the encumbrances described in Exhibit B hereto.

Power Plants. The term "**Power Plants**" means those two certain gas-fueled power plants (each a "**Power Plant**", Also referred to as the Phase 1 and Phase 2 plants) built on the Land by Tenant during the term of the Bond Lease, together with related improvements and fixtures, including the Generation Equipment.

Power Purchase Agreement. The term **"Power Purchase Agreement"** means that certain Power Purchase Agreement between Tenant and Landlord dated December 5, 2025, regarding a 262 MW facility and that certain Power Purchase Agreement between Tenant and Landlord dated December 5, 2025, regarding an 850 MW facility, together, and includes all Exhibits and Attachments thereto.

Project. The term "**Project**" means the Power Plants and any related facilities, improvements, or other development that Tenant develops and operates on the Land.

Pre-Existing Improvements. The term "**Pre-Existing Improvements**" means improvements located on the Land prior to Tenant's taking possession thereof pursuant to the terms and provisions of the Bond Lease.

Premises. The term "**Premises**" means the Land and any Improvements.

Tenant. In addition to the meanings ascribed to the term "**Tenant**" in Section 20.5 hereof, the term "Tenant" means the Tenant named herein, and any person, firm, corporation or other legal entity to whom or to which Tenant's interest in this Lease shall be assigned.

Tenant Personal Property. The term "**Tenant Personal Property**" means any and all furniture, fixtures, equipment and other personal property, including without limitation, replacements and substitutions therefor, and all leases thereof and all rents, revenues, income, profits, royalties, deposits and proceeds therefrom, now or hereafter owned, leased or used by or

through Tenant and/or any Tenant Property Party and their respective successors, assigns, and/or transferees.

Tenant Property. The term "**Tenant Property**" means the Improvements and all Tenant Personal Property, including the Power Plants and the Generation Equipment.

Tenant Property Party. The term "**Tenant Property Party**" means Tenant, any person or entity occupying or using any part of the Improvements or Premises by or through Tenant (or its lessees, successors or assigns) and/or any person or entity holding an ownership or security interest in any Tenant Property.

ARTICLE 2
THE DEMISE FOR THE TERM

Section 2.1 Demise. Landlord hereby leases to Tenant the Premises situated in Jackson County, Missouri, described and depicted on Exhibits A-1 and A-2 attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the Premises unto Tenant and its successors and assigns, from the Commencement Date and continuing thereafter for the remaining term of this Lease (the "**Term**").

Section 2.2 Term. The parties acknowledge and stipulate that the Commencement Date of the Term shall occur immediately and seamlessly upon expiration or termination of the Bond Lease, such that there shall be no interruption in Tenant's rights to occupy and use the Premises between the expiration of the Bond Lease and commencement of this Lease, and that Tenant will be deemed to accept the Premises on such date. Unless otherwise renewed or sooner terminated as provided herein, the Term shall continue until, and expire at 11:59 p.m., Kansas City, Missouri local time, on December 31, 2059 (the "**Expiration Date**"), subject to extension pursuant to Section 16.2. Unless Tenant gives prior written notice of intent to terminate, the Term shall automatically renew for successive ten (10) year periods (each a "**Renewal Term"**). Such notice of intent to terminate shall be provided not less than twelve (12) months prior to the expiration of the initial Term or Renewal Term, as applicable. Such Renewal Terms shall be on the same terms, covenants, and conditions as provided in this Lease for the initial Term; provided, however that Base Rent shall be as provided for in Section 4.1 below. As used herein, the "Term" or "term" shall mean the initial Term and any Renewal Term. In the event that such notice to terminate is given, this Lease shall terminate on the last day of the then current term, and Tenant shall pay all rent and other charges payable under this Lease through and including such termination date.

Section 2.3 Lease Not Terminable Except as Provided Herein. Except as otherwise expressly provided for herein, this Lease shall not be terminated by Landlord.

Section 2.4 Conveyance of Power Plants and Generation Equipment.

2.4.1 Landlord shall have the option to purchase the Power Plants and Generation Equipment upon expiration of this Lease (the "**Purchase Option**") by providing Tenant written notice of its decision to exercise such option no later than twenty-four (24) months prior to such date of expiration (the date of closing of such purchase, which shall occur upon the

Expiration Date unless Landlord and Tenant agree otherwise, the "**Purchase Option Date**"). In such event, Landlord and Tenant shall mutually agree upon the form of, and execute, a commercially reasonable contract providing for such sale in accordance with the terms and provisions of this Section 2.4 (the "**Purchase Contract**").

2.4.2 Landlord and Tenant hereby agree and acknowledge that the purchase price for the Power Plants and Generation Equipment (the "**Purchase Price**") in connection with the Purchase Option shall be the fair market value thereof. The determination of the fair market value will be made by Landlord and Tenant. If Landlord and Tenant are unable to agree on the fair market value prior to the Purchase Option Date, the determination will be made in accordance with the following procedure: Landlord and Tenant will each promptly appoint one (1) appraiser. Those two (2) appraisers will promptly appoint a third (3rd) appraiser. Each appraiser appointed will have at least five (5) years' experience in appraisal of similar plants and equipment. The three (3) appraisers so appointed will jointly make the required appraisals and will determine a fair market value based upon the appraisals. If they cannot agree, the appraisal of the third (3rd) appraiser will be accepted by Landlord and Tenant. If either Landlord or Tenant fails, within a period of twenty (20) business days after receiving notice, to appoint an appraiser, then the appraiser so appointed by the party giving the notice will have the power to proceed as the sole appraiser. Landlord will pay its appraiser, Tenant will pay its appraiser, and Landlord and Tenant will each pay one-half (1/2) of the fees and expenses of the third (3rd) appraiser. In making the determination of the fair market value, the appraisers will make reasonable assumptions based on the then-existing market. Landlord shall have the right to waive or terminate its exercise of its Purchase Option right within ten (10) business days following final determination of the Purchase Price in accordance with the procedure provided for herein.

2.4.3 In the event Landlord exercises the Purchase Option, Tenant shall provide Landlord with a bill of sale and special warranty deed vesting title to the Power Plants and Generation Equipment in Landlord and both parties shall provide such other executed documents as are usual and customary for the sale of such property in Missouri. Landlord shall then pay the cost of any transfer or stamp taxes imposed upon the sale, subject to any lawful exemptions available to Landlord. Notwithstanding anything contained in this Lease to the contrary, at closing Tenant agrees and acknowledges that Tenant shall fully release and discharge any Leasehold Mortgage encumbering the interest to be conveyed.

2.4.4 Landlord shall, upon request, be permitted to inspect the Power Plants and Generation equipment prior to making its decision to purchase. In the event Landlord decides to purchase, the same will be sold strictly in their "as is", "where is", "with all faults", condition, latent and patent, except to the extent that the parties mutually agree otherwise, with appropriate adjustments to the Purchase Price accounting for delivery of the Power Plants and Generation Equipment in such other state or condition.

2.4.5 Landlord may not assign, transfer, sell or assign its Purchase Option rights; provided however that Landlord may assign its rights to same to any entity which is controlled by or is under common control with, the City.

Section 2.5 Tenant shall have no conveyance or repair obligations at the expiration or earlier termination of this Lease except as expressly provided for in Article 17 below.

ARTICLE 3
TITLE; QUIET ENJOYMENT

Section 3.1 Warranty of Title. Landlord represents, warrants and covenants that it holds good and marketable fee simple title to the Premises, free and clear of any and all easements, rights of way, restrictions, conditions, covenants, or encumbrances other than the Permitted Encumbrances as provided in Exhibit B and any liens or encumbrances created by Tenant subsequent to the Commencement Date. Landlord further represents, warrants and covenants that it has the full right and lawful authority to execute this Lease, to make the demise and grants as set forth herein, and to perform the obligations of Landlord hereunder, and that the execution, delivery and performance of this Lease does not and will not violate any agreement, law, regulation, order or decree to which Landlord is subject. These representations, warranties and covenants shall survive the execution and delivery of this Lease and shall continue throughout the Term.

Section 3.2 Covenant of Quiet Enjoyment. Landlord covenants that so long as Tenant is performing its covenants and agreements herein and observing the provisions of this Lease after giving effect to all applicable cure periods, Tenant shall peaceably and quietly have possession of and enjoy the Premises in accordance with the terms of this Lease, without hindrance or molestation by Landlord or any persons claiming by, through or under Landlord, subject only to the Permitted Encumbrances as provided in Exhibit B. Landlord shall not agree nor consent to any agreement, covenant, restriction, easement or other encumbrance affecting the Land or Premises during the term of this Lease without first obtaining the written consent of Tenant in each instance, which consent may be granted or withheld by Tenant at Tenant's reasonable discretion.

Section 3.3 Leasehold Policy. In the event that Tenant shall request same in connection with the granting of a Leasehold Mortgage, or for any reason, Landlord, within ten (10) business days of Tenant's written request, shall deliver to the title company designated by Tenant a commercially reasonable owner's affidavit in form and substance satisfactory to such title company solely for standard underwriting purposes, and execute and deliver such other documents as may be reasonably necessary for the title company to issue a leasehold title insurance policy (including an ALTA Leasehold Owner's Policy or equivalent) issued by such title company as of the Commencement Date, or as of such other later date as Tenant may request, subject to title company underwriting approval, insuring Tenant's leasehold interest in the Premises in an amount equal to the full insurable value of Tenant's leasehold interest as determined by Tenant, that: (a) lists as title exceptions only the Permitted Encumbrances as provided in Exhibit B and standard printed exceptions (except those that may be removed by a typical owner's affidavit and, if obtained by Tenant, an ALTA survey); and (b) includes such title endorsements as Tenant may reasonably request, including without limitation, access, survey, zoning, contiguity, and leasehold tax parcel endorsements. Landlord shall cooperate in good faith and execute all documents reasonably required by the title company to issue such policy and endorsements. The full cost of the policy, including any endorsements, ALTA survey, or other fees shall be at Tenant's sole expense. Notwithstanding anything in this Section to the contrary, Landlord shall not be required to execute any affidavit or other document under this Section that (1) imposes a financial obligation on or contains any guarantee by Landlord, or (2) contains representations as to the present condition of the Premises, Project or Improvements or title thereto other than with respect to the Landlord's ownership of the Land and encumbrances caused or consented to by the Landlord, and any work conducted thereat at the direction or request of Landlord.

ARTICLE 4
RENT

Section 4.1 Base Rent. Tenant covenants to pay to Landlord, without set-off or deduction, as a net base rental ("**Base Rent**") for the Premises from and after the Commencement Date, the amount equal to $10.00 per month, payable monthly in advance, on the first business day of each month during the Term. Subject to Section 4.5 below, Base Rent shall not increase during the Term of the Lease. The parties hereto agree and recognize that Landlord shall be receiving additional consideration for its duties and obligations under this Lease pursuant to the Power Purchase Agreement. Any default by Tenant under the Power Purchase Agreement, including the Confidentiality Agreement thereto, subject to any applicable cure rights provided in the Power Purchase Agreement, shall constitute a default by Tenant under this Lease, subject to the cure rights provided for in Section 14.1 below.

Section 4.2 Proration. In the event Tenant is obligated to pay Base Rent for a period which is less than one month, the installment of Base Rent shall be prorated on the basis of the number of days in such period.

Section 4.3 Place of Payment. All rentals payable hereunder shall be paid to Landlord at the address set forth in Article 19 unless Tenant is otherwise instructed in writing by Landlord.

Section 4.4 Expenses and Deposits. It is the purpose and intent of Landlord and Tenant that the Base Rent herein provided to be paid to Landlord by Tenant be full payment to Landlord for rentals due hereunder. Subject to the other terms and provisions of this Lease, Tenant shall also be responsible for all costs, expenses, insurance, obligations or Impositions of every kind or nature related to the Premises, whether the same shall be due and payable to Landlord or a third party, arising out of Tenant's use, occupancy and activities on the Premises during the Term.

Section 4.5 Absolute Net Lease. It is the purpose and intent of Landlord and Tenant that the Base Rent herein provided to be paid to Landlord by Tenant be net to Landlord and costs, expenses, obligations, assessments, Impositions, and maintenance which Tenant assumes or agrees to discharge pursuant to this Lease which may arise or become due during the Term shall be paid by Tenant as "**Additional Rent**." However, nothing herein contained shall be deemed to require Tenant to pay or discharge any liens or mortgages of any character whatever which may be placed upon the Premises by the affirmative act of Landlord or any costs or expenses required to be paid by Landlord under any Landlord Mortgage or costs or expenses incurred by Landlord in complying with the provisions of any Landlord Mortgage or with any of Landlord's obligations hereunder. As used herein, the terms "**Rent**" or "**rent**" shall mean Base Rent and Additional Rent. Notwithstanding anything to the contrary in this Lease, Tenant is not responsible for and is not assuming any liability for, nor is Tenant indemnifying, holding Landlord harmless from or against or defending Landlord against any claims, losses, liabilities, damages, costs or expenses associated with, arising out or in connection with any income tax consequences to which Landlord is subject as a result of this Lease.

ARTICLE 5
PAYMENT OF TAXES, ASSESSMENTS, AND OTHER IMPOSITIONS

Section 5.1 Payment of Impositions. Except as otherwise expressly set forth herein, Tenant shall be solely responsible for and agrees to pay, prior to the imposition of any fines, penalties or interest thereon, to include without limitation any and all present and future, foreseen and unforeseen, federal, state, county, and city taxes, assessments, water, sewer and other utility rates, business, neighborhood, or community improvement district charges (including assessments for capital public improvements or benefits), and governmental levies, including those that may be substitute for or an addition to the current real estate tax system (all of which are hereinafter sometimes referred to as "**Impositions**"), which, as a result of the existence of the Land or the Improvements or both, are assessed, levied, confirmed, imposed or become a lien upon the Land or upon the Improvements or both during the Term; provided, however, that Landlord shall use commercially reasonable efforts to cause the tax bills or copies thereof in respect of such Impositions to be furnished to Tenant promptly upon Landlord's receipt. Tenant's failure to timely pay such Impositions, provided that the bills for same were timely provided by Landlord to Tenant, shall constitute a default of this Lease. Any Imposition relating to a fiscal period of the taxing authority, a part of which is included within the Term and a part of which is included in a period of time after the expiration of the Term, shall be adjusted as between Landlord and Tenant as of the expiration of the Term, based on the actual tax bill at that time, so that Landlord shall pay an amount which bears the same ratio to such Imposition which that part of such fiscal period outside the Term of this Lease bears to such fiscal period. Tenant's obligation to pay all Impositions and Additional Rents payable for periods within the Term of this Lease shall survive the termination or expiration of the Lease until all such Impositions are paid in full.

Section 5.2 Place of Payment. All Impositions payable hereunder shall be paid directly by Tenant to the relevant payees of such Impositions, if such direct payment is permitted; if not, Tenant shall pay same to Landlord, who shall immediately pay same to the relevant payees. Tenant shall notify Landlord prior to Tenant's payment to Landlord for such purposes.

Section 5.3 Limitations. Except any of the following Landlord taxes or fees which are presently or in the future enacted in lieu of or as a substitute for a property tax that Tenant would otherwise be responsible for (such as a general real estate tax), nothing herein shall obligate Tenant to pay federal, state or local (i) franchise, capital stock or similar taxes, if any, of Landlord, (ii) income, excess profits or other taxes, if any, of Landlord, determined on the basis of its net income, or (iii) any estate, inheritance, succession, gift or similar tax, or (iv) any capital gains tax imposed on Landlord by the State of Missouri in connection with the sale of the Premises or any federal capital gains tax, unless the taxes referred to in clauses (i) and (ii) above are in lieu of or a substitute for any other tax, assessment or other charge upon or with respect to any of the Premises which, if such other tax, assessment or other charge were in effect, would be payable by Tenant. In the event that any assessment against any of the Premises may be paid in installments, Tenant shall have the option to pay such assessment in installments; and, in such event, Tenant shall be liable only for those installments which become due and payable during the Term to the extent incurred in the Term. Tenant shall pay the general and special real estate taxes and other Impositions as enumerated in this Article 5 of the Lease prior to their becoming delinquent and shall deliver copies of official receipts evidencing such payment to Landlord, at the place at which Rent payments are required to be made, prior to accrual of any penalties assessed for late payment.

Landlord shall not propose or agree to the imposition of any new assessments against the Land or Improvements, whether in connection with the construction of new infrastructure or otherwise, without Tenant's prior written consent, at Tenant's reasonable discretion, provided that the foregoing shall not restrict Landlord from imposing new taxes in its governmental capacity provided that such new taxes are generally applicable and are imposed in good faith as part of the regular conduct of Landlord's governmental obligations and not targeted in any way at the Tenant or the Project.

Section 5.4 Right to Contest Impositions. Landlord shall use commercially reasonable efforts to cause all valuation notices and other information relating to Impositions that the Landlord receives from the applicable governmental authority to be delivered to Tenant within fifteen (15) days of Landlord's receipt thereof. Except when the new valuation or assessment is less than two percent (2%) greater than the immediately previous valuation or assessment, if Tenant shall in good faith desire to contest the validity of such general real estate taxes or special assessments or other Impositions, Tenant shall have the right to do so without being in default hereunder provided that: (i) Tenant shall give Landlord prompt written notice of Tenant's intention to institute such legal proceedings as are appropriate; (ii) such proceedings shall be promptly instituted and conducted in good faith and with due diligence, and (iii) the Premises shall not be in imminent danger of being sold, forfeited or lost as a result of Tenant's contesting the validity of such general real estate taxes or special assessments or other Impositions. Such written notice shall be given by Tenant to Landlord and the appropriate governmental agency not fewer than five (5) business days before such taxes or other charges proposed to be contested are due. Concurrently, Tenant shall provide proof, in a form acceptable to Landlord, of financial security (i.e. a cash deposit, bond or escrow account), in an amount equal to at least 125% of the amount of the contested Impositions, plus estimated interest and penalties, to guarantee payment of the taxes, penalties, and interest, and the discharge of any lien thereof, if the contest is unsuccessful. The proceeds of such security shall be used to pay the Impositions and any associated costs if Tenant does not promptly pay them in the event of a final adverse determination. Notwithstanding the foregoing, in the event that the Impositions are paid prior to Tenant's contesting the amount of same, the immediately preceding sentence shall not apply, and Tenant shall not be obligated to provide any form of financial security. If Tenant is successful, Landlord shall promptly refund Tenant the amount of the reduction (net of Landlord's actual out-of-pocket costs and attorneys' fees, if any). Landlord agrees to cooperate with Tenant in any such proceeding, at no cost to Landlord. All costs associated with such contest, including attorney fees, shall be the responsibility of Tenant.

Section 5.5 Failure to Pay Impositions. If Tenant shall fail, refuse, or neglect to make any of the payments in this Article 5 required on or before the date due, then Landlord may, at its option and without waiver of the default thus committed by Tenant, upon five (5) business days' prior written notice to Tenant, pay same, and the amount of money so paid, including reasonable attorney's fees and expenses incurred in connection with such payments, together with interest on all of such amounts at the Over Due Rate set forth below shall be repaid by Tenant to Landlord upon demand. All amounts payable by Tenant pursuant to this Article 5 shall be deemed "Additional Rent" hereunder, and the payment thereof may be collected by Landlord in the same manner as though said amount were an installment of Rent specifically required by the terms of this Lease to be paid by Tenant to Landlord.

ARTICLE 6
CONSTRUCTION OF IMPROVEMENTS

Section 6.1 Improvements. Tenant shall have the right to construct upon the Land, any and all Improvements reasonably necessary or beneficial for the purposes of operating the Project thereon ("**Tenant's Work**"), provided that: (i) before beginning Tenant's Work, Tenant shall provide Landlord with all necessary plans and specifications for such Tenant's Work, (ii) if the cost of the Tenant's Work will exceed One Million and 00/100 Dollars ($1,000,000.00), then before beginning Tenant's Work, Tenant shall be required to obtain Landlord's consent to same, such consent not to be unreasonably withheld, conditioned or delayed, (iii) all such Improvements shall be constructed in a good and workmanlike manner, in accordance with Good Utility Practice, (iv) all such Improvements, and the construction and use thereof, shall comply with all Applicable Laws and with applicable permits, and (v) upon completion of Tenant's Work, Tenant shall deliver to Landlord copies of all necessary permits and certificates of occupancy required in connection with such Tenant's Work. For the sake of clarity, if the cost of Tenant's Work will not exceed One Million and 00/100 Dollars ($1,000,000.00), Tenant shall not be required to obtain Landlord's consent to same. In addition, Tenant shall have the right at any time during the Term to erect or install additions to, alterations of or replacements for any Improvements, and to improve, alter or otherwise modify the Improvements, subject, however, to the provisions of the preceding sentence, all requirements of this Lease, and the Power Purchase Agreement. Landlord shall, at no cost to Landlord, reasonably cooperate in good faith with Tenant's efforts to complete Tenant's Work, including executing such applications, easements, or other documents as may be reasonably required in connection therewith. The parties hereto recognize that Tenant has been or will have been occupying the Premises pursuant to the Bond Lease and agree that Landlord shall have no delivery obligations hereunder regarding the Improvements.

Section 6.2 Title to Improvements. During the Term of this Lease, title to all Improvements, including any and all Improvements constructed on the Premises by or through Landlord as agent for Tenant or by or through Tenant, shall be deemed vested in and owned by Tenant for all purposes including, without limitation, income tax purposes. Subject to Section 9.2, any Improvements (but no removable personal property) remaining on the Premises at the expiration or earlier termination of the Term shall then become the property of Landlord, and Landlord shall thereupon be entitled to possession thereof.

ARTICLE 7
USE AND OPERATION OF THE PREMISES

Section 7.1 Permitted Use. Tenant may use the Premises for the construction, maintenance, alteration, use, and operation of the Power Plants (including all related equipment, machinery, transmission facilities, substations, and infrastructure), for uses reasonably related to the Permitted Use (including energy storage systems, renewable energy facilities, office and maintenance facilities, and ancillary services), but shall not use the Premises in any way that materially interferes with the primary use of the Premises for power generation.

Section 7.2 Landlord Representations. Landlord covenants, represents and warrants to Tenant that (i) Landlord owns the Land in fee simple, free and clear of all liens, contracts, tenancies, restrictions, encumbrances or other title defects of any kind whatsoever which would

preclude Tenant from using or operating the Premises for the Permitted Use as provided in Section 7.1, it being understood that a minor encumbrance that does not materially impact Tenant's use shall not constitute a breach of the foregoing covenant, representation, and warranty; and (ii) no exclusive or prohibited use clauses have been given to any other owner, tenant or occupant of any property which would preclude Tenant from using or operating the Premises for the Permitted Use.

Section 7.3 Compliance With Laws and Governmental Requirements. Tenant shall, at its sole cost and expense, obtain all governmental permits, approvals, licenses, and authorizations needed by Tenant to construct and operate any Improvements on the Premises, and shall maintain same during the Term as required by Applicable Laws. Landlord covenants and agrees to reasonably and in good faith cooperate with Tenant, at Tenant's expense, in the obtaining of such permits, approvals, licenses, and authorizations. Tenant covenants and agrees that it will, at its sole cost and expense, take such actions as may be lawfully required by any public body having jurisdiction over the Premises in order to comply with such zoning, and other similar requirements designed to protect the public, in effect during the Term, applicable to the Premises or the manner of Tenant's use and occupancy of the Premises or otherwise applicable to the Premises. Tenant shall, at Tenant's expense, make any alterations or repairs to the Premises that may be necessary to comply with any of the foregoing, subject to the applicable provisions of Article 9. Nothing herein shall be construed to usurp the governmental authority or police powers of the City of Independence, Missouri or to limit or bind the legislative discretion of its City Council.

Section 7.4 Signage. Tenant shall have the right to install on and at the Premises, at Tenant's sole cost and expense, any non-obstructive, exterior signage permitted under Applicable Laws, including business name signs and window displays. However, designs of all exterior signage visible from public right of ways must be submitted to Landlord for prior written approval and shall be installed and maintained in accordance with Landlord's provided instructions, if any, and all Applicable Laws. Any such approval requested by Tenant shall not be unreasonably withheld, conditioned, or delayed by Landlord, and any such instructions provided by Landlord shall be commercially reasonable. All signage shall be removed by Tenant at its sole cost on or prior to the expiration or sooner termination of the Lease, and Tenant shall repair all damage to the Premises or the Property resulting from its removal.

ARTICLE 8
INSURANCE

A. Casualty Insurance. Tenant will procure and maintain in effect at all times and at Tenant's expense insurance, casualty and property insurance, insuring Leasehold Mortgagee, Landlord and Tenant, as their interests appear, against loss or damage to the Improvements by fire, lightning, windstorm, hail, explosion, aircraft, smoke, vandalism, malicious mischief, vehicle damage and other risks from time to time included under a so called "Special Form Causes of Loss" policy (or its equivalent) together with earthquake and flood insurance to the extent commercially available on reasonable terms.

Such insurance shall be written on a replacement cost basis. The replacement cost value of the Improvements shall be determined from time to time by an independent appraiser mutually and reasonably agreed upon by Landlord and Tenant (or as otherwise required by any Leasehold

Mortgagee). Subject to the foregoing valuation, the limits of such insurance shall be maintained in amounts that are commercially reasonable and consistent with industry practice for comparable properties, taking into account insurer underwriting standards, maximum foreseeable loss (MFL) or similar catastrophe modeling methodologies, customary deductibles and self-insured retentions, and standard sublimits or coverage limitations applicable to natural catastrophe perils (including, without limitation, flood, earthquake, windstorm or named storm). In no event shall this Lease be construed to require insurance limits to equal one hundred percent (100%) of full theoretical replacement cost without regard to customary catastrophe sublimits, insurer-imposed limitations, modeling results or prevailing market conditions; provided, however, that the limits maintained shall not be less than those required by any Leasehold Mortgagee.

Tenant shall provide Landlord with written notice of the proposed insurance limits for each renewal period. Landlord shall have the right, acting reasonably and in good faith, to object to the proposed limits within fifteen (15) days after receipt of such notice if Landlord determines that the limits are not commercially reasonable or are inconsistent with industry practice for comparable properties. In the event of such objection, the Parties shall confer in good faith to establish mutually acceptable limits consistent with the standards set forth in this Section; provided, however, that in no event shall the limits maintained be less than those required by any Leasehold Mortgagee.

Tenant shall provide Landlord with certificates of insurance evidencing the required coverage upon execution of this Lease and upon each renewal and provide prompt notice no less than ten (10) business days following any event covered by the policy.

B. Liability and Other Insurance. Tenant shall maintain, at all times during the Term, the following minimum insurance coverage:

(i) commercial general liability insurance against any liability to the public or to any invitee of Tenant resulting from any accident occurring in or upon the Premises, or, to the extent incidental to the use of the Premises, upon premises adjacent to the Premises (whether owned by the City or a third-party), with a limit of not less than the greater of (a) $2,000,000.00 per occurrence and $5,000,000.00 general aggregate, or (b) the limits of liability set by Section 537.610 of the Revised Statutes of Missouri, as amended (which may be provided by a combination of primary and umbrella coverage;

(ii) pollution liability coverage for sudden and accidental pollution conditions only, with limits of not less than $1,000,000 per occurrence and $1,000,000 aggregate. Such pollution liability coverage may be provided by endorsement to the commercial general liability policy. Completed operations coverage (including pollution liability coverage, if provided by endorsement) shall be maintained for a period of not less than three (3) years following completion of Tenant's Work;

(iii) business auto liability insurance covering owned, non-owned, and hired vehicles with a limit of not less than $1,000,000.00 per accident; and

(iv) worker's compensation insurance compliant with Applicable Laws.

Tenant shall also maintain, at all times during the Term between the start and completion of Tenant's Work, "all-risk" builder's risk property insurance covering the full replacement cost of all work done and improvements, fixtures, and equipment constructed or installed as part of such Tenant's Work.

C. Additional Policy Requirements. All insurance policies required hereunder shall be written and signed by reputable and financially sound insurance companies admitted to do insurance business in Missouri and having a rating of not less than category A- as listed in Bests' Rating Guide or the equivalent rating if such rating ceases to be published or available. All such policies shall contain an agreement by the insurer that such policies shall not be canceled without at least thirty (30) days' prior written notice to Landlord and Tenant. To the extent permitted by law and any applicable Leasehold Mortgagee, anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action, against the other, its agents (including partners, both general and limited), officers, directors, members, shareholders or employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or any property of such party therein, by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, excluding gross negligence or intentional misconduct of the other party hereto, its agents, officers or employees, and covenants that no insurer shall hold any right of subrogation against such other party. Any liability policies required hereunder to be maintained by Tenant shall name Landlord as an additional insured, on a primary and non-contributory basis, with respect to claims arising out of Landlord's ownership of the Land. Property insurance policies shall name Landlord as loss payee only to the extent of Landlord's insurable interest in the Improvements, subject to the rights of any Leasehold Mortgagee. To be clear, all such insurance policies shall include provisions to the effect that: (i) Insurer shall provide written notice to Landlord at least thirty (30) days in advance of any cancellation, non-renewal, or material change to the policies, and (ii) the coverage will not be invalidated as against the Landlord by reason of any act, omission, or negligence of the Tenant, or by any breach of any warranty or condition by the Tenant. The Leasehold Mortgagee shall have the right, but not the obligation, to pay any premiums and cure any default of Tenant with respect to such policies, and Landlord shall accept such payment from the Leasehold Mortgagee.

Section 8.2 Certificates of Insurance and Payment of Premiums. Tenant shall deliver to Landlord certificates of insurance evidencing the required coverages and limits of liability. Such certificates shall be on an ACORD form (or other industry-standard form acceptable to Landlord and any Leasehold Mortgagee). Said certificates shall be so delivered immediately after the writing and effective date of said policies and from time to time as requested by Landlord, but no more often than annually, along with receipts evidencing payment of the premiums therefor. Tenant will pay the premiums for all insurance policies which Tenant is obligated to carry under the terms of this Lease and will deliver to Landlord evidence of such payment before the payment of any such premiums become in default; and Tenant will cause renewals of expiring policies at least thirty (30) days before the expiration date of such expiring policies, with certificates to be delivered to Landlord, as set out herein, promptly upon their preparation.

Section 8.3 Liability for Deductible Amounts. Tenant, as principal named insured for all property insurance required hereunder, retains full responsibility for payment of all deductibles under each of said policies. Nothing herein contained shall be construed as rendering Landlord

personally liable for the payment of any such insurance premiums but if, at any time during the Term or any extensions hereof, Tenant shall fail, refuse, or neglect to effect, maintain, or renew any of the policies of insurance required by this Lease, or fail, refuse or neglect to keep and maintain same in full force and effect, or to pay premiums therefor promptly when due, or to deliver to Landlord any of such policies or certificates, then Landlord at its sole option but without obligation to do so, may effect, maintain or renew such insurance, and the amount of money paid as the premium thereon, plus interest at the Over Due Rate, shall be collectible as though it were Rent then matured hereunder and due and payable forthwith. Furthermore, any Leasehold Mortgagee shall have the right, but not the obligation, to cure any insurance default by Tenant within twenty (20) days after receiving written notice of such default from the Landlord. The Landlord agrees to accept such cure as performance by Tenant.

Section 8.4 Tenant's Indemnity. Except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's officers, officials, agents, contractors, employees or invitees, Tenant will defend, indemnify, and hold harmless Landlord, its officials, officers, agents, contractors, employees, and invitees (collectively, the "Landlord Indemnified Parties") from and against any and all liabilities, claims, losses, damages, actions, judgments, costs, and expenses (including without limitation reasonable attorney's fees and expenses) of every kind imposed upon or asserted against the Landlord Indemnified Parties or Landlord's title in the Premises arising out of or resulting from (a) Tenant's possession, use, occupancy, or control of the Premises and the Improvements; (b) any accident, injury to or death of persons, or loss of or damage to property occurring on or about the Premises or the Improvements; (c) the possession, operation, use, misuse, maintenance, or repair of the Premises or the Improvements; or (d) any failure on the part of Tenant to perform or comply with any of the terms of this Lease. Tenant's indemnity obligation shall not extend to liabilities to the extent caused by (i) Landlord's gross negligence or willful misconduct, (ii) pre-existing conditions on the Premises that are not caused or exacerbated by Tenant, or (iii) defects in the Pre-Existing Improvements. Upon receipt of written notice of a claim for which indemnification may be sought, the applicable Landlord Indemnified Party shall promptly notify Tenant in writing. Tenant shall have the right to assume and control the defense of any such claim with counsel reasonably acceptable to Landlord, provided that Landlord may, at its election and at its own expense, participate in the defense. Landlord may also elect to retain its own counsel at the Tenant's sole, but reasonable, expense if Landlord reasonably determines that a conflict of interest exists. Tenant shall pay all reasonable costs, expenses, and attorney's fees incurred in effecting such defense, in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgment against Landlord in the litigation in which such claim is asserted.

Section 8.5 Landlord's Indemnity. Except to the extent caused by the gross negligence or willful misconduct of Tenant or Tenant's officers, directors, shareholders, agents, contractors, employees, or invitees, Landlord, to the extent permitted by law, will defend, indemnify, and hold harmless Tenant, its officers, directors, shareholders, agents, contractors, employees, and invitees (collectively, the "**Tenant Indemnified Parties**") from and against any and all liabilities, claims, actual losses, actual damages, actions, judgments, costs, and expenses (including without limitation reasonable attorney's fees and expenses) of every kind imposed upon or asserted against the Tenant Indemnified Parties arising out of or resulting from (a) any intentional misconduct or gross negligence by Landlord or its officers, agents, contractors, employees, and invitees; and (b) any failure on the part of Landlord to perform or comply with any of the terms of this Lease. Upon

receipt of written notice of a claim for which indemnification may be sought, the applicable Tenant Indemnified Party shall promptly notify Landlord in writing. Landlord shall have the right to assume and control the defense of any such claim with counsel reasonably acceptable to Tenant, provided that Tenant may, at its election and at its own expense, participate in the defense. Tenant may also elect to retain its own counsel at the Landlord's sole but reasonable expense if Tenant reasonably determines that a conflict of interest exists. Landlord shall pay all reasonable costs, expenses, and attorney's fees incurred in effecting such defense, in addition to any other sums which Tenant may be called upon to pay by reason of the entry of a judgment against Landlord in the litigation in which such claim is asserted.

ARTICLE 9
CONDITION OF IMPROVEMENTS

Section 9.1 No Landlord Obligation. Except as expressly required in Section 9.4E below, Landlord shall not be required to furnish any services or facilities, to construct any Improvements, or to make any repairs, replacements, or alterations of any kind, nature, or description whatsoever, in or to the Premises or the Improvements, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to maintain the Premises or the Improvements in any way. Tenant acknowledges it is receiving the Land "AS IS" and that Tenant, subject to the provisions of Section 8.5 above, has sole responsibility for all maintenance, repairs, and compliance with Applicable Laws.

Section 9.2 Alteration of Improvements. Subject to Applicable Laws and in accordance with all requirements of this Lease and the Power Purchase Agreement, Tenant shall have the right to alter the Premises and Improvements. All work done by Tenant or its contractors pursuant to this Section 9.2 shall be done in a workmanlike manner using only good grades of materials, pursuant to Good Utility Practice, and shall comply with all Applicable Laws. All required permits shall be promptly obtained by Tenant at Tenant's expense.

Section 9.3 Liens. Tenant will pay or cause to be paid all charges for all work done by or on behalf of Tenant, including without limitation all labor and materials for all repairs, alterations, additions, and/or demolition work to or upon the Premises during the Term, including such work or portion thereof as is required by any governmental entity having jurisdiction or is otherwise required by Applicable Laws, and will not suffer or permit any mechanic's, materialman's, or similar liens for labor or materials furnished to the Premises during the Term or any extensions hereof to be filed against the Premises and/or the Improvements; and if any such lien shall be filed, Tenant will either pay the same or procure the discharge thereof by giving security or in such other manner as may be required or permitted by law within sixty (60) days after Tenant receives notice of such filing. Tenant shall have the right, however, at its sole cost and expense, in its name or, with the consent of the Landlord (which consent shall not be unreasonably withheld, conditioned, or delayed), in the name of Landlord, or in the name of both with the consent of the Landlord, to contest any such lien, provided Tenant provides a bond or other security reasonably acceptable to Landlord, and the contest does not, in Landlord's reasonable judgment, jeopardize Landlord's interest in the Premises. Tenant shall indemnify Landlord against, and save Landlord harmless from, any and all loss, damage, claims, liabilities, judgments, interest, costs, expenses, and attorney's fees arising out of the filing of any such lien proceeding as a result of Tenant's acts or omissions. Landlord shall not be liable for any costs for

materials or services procured or commissioned by Tenant unless such materials or services are the responsibility or obligation of Landlord under the terms of this Lease. However, if Tenant fails to discharge any lien within the time specified herein, Landlord may, at its option and without obligation, pay the amount of such lien, and all costs and expenses incurred by Landlord in connection therewith, including attorneys' fees shall be deemed Additional Rent payable immediately upon demand, with interest at the Over Due Rate. Tenant's indemnification obligation under this Section 9.3 shall survive the expiration or termination of this Lease. Nothing contained herein shall constitute any consent or request by Landlord, express or implied, to or for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises nor as giving Tenant any right, power, or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord or the Premises in respect thereto. Notwithstanding the foregoing or any provision contained herein, the provisions of this Section 9.3 shall not apply to the lien of a Leasehold Mortgage or to any fixture filings filed by any lender of Tenant.

Section 9.4 Environmental Matters.

A. The term "**Environmental Laws**" means any and all laws regulating or relating to any and all present or future environmental conditions on, under, or about the Premises including, but not limited to, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Clean Air Act; the Clean Water Act; the Toxic Substances Control Act and all state and local counterparts thereto, as any of the foregoing may have been or may be from time to time amended, supplemented or supplanted and any and all other federal, state or local laws, ordinances, rules, requirements and regulations, now or hereafter existing, relating to the preservation of the environment or the regulation or control of Regulated Substances.

B. The term "**Regulated Substance**" shall mean and include any, each and all substances or materials now or hereafter regulated pursuant to any Environmental Laws, including, but not limited to, any such substance or material now or hereafter under any Environmental Law defined as or deemed to be a "regulated substance," pesticide, "hazardous substance" or "hazardous waste" or included in any similar or like classification or categorization thereunder.

C. Tenant shall not cause or permit any Regulated Substance to be placed, held, located, released, transported, or disposed of on, under, at, or from the Premises in violation of any Environmental Laws. Subject to the provisions of Article 16, Tenant shall, at its own cost and expense, contain at or remove from the Premises and/or the Improvements or perform any other necessary remedial action regarding any Regulated Substance brought to the Premises by Tenant in any way affecting the Premises and/or the Improvements if such containment, removal or other remedial action is required of the owner and/or operator of the Premises and/or the Improvements under any Environmental Laws and its presence at the Premises is caused by Tenant. To the extent Tenant takes any remedial action with respect to any Regulated Substance whether or not so required, Tenant shall perform any containment, removal, or remediation of any kind involving any Regulated Substance in any way affecting the Premises and/or the Improvements in compliance with the requirements of all Environmental Law and the reasonable requirements of Landlord's environmental consultant, if any (which environmental consultant shall be employed

or contracted for at Landlord's sole cost and expense). Landlord shall have the right to approve, which approval shall not be unreasonably withheld, conditioned, or delayed, the scope of work and the contractors used by Tenant for such remediation activities. Tenant shall promptly notify Landlord regarding any of the following: (i) Tenant's obtaining knowledge or notice of any kind of the presence, or any actual or threatened release, of any Regulated Substance in any way affecting the Premises and/or the Improvements in violation of Environmental Laws; (ii) Tenant's receipt or submission, or Tenant's obtaining knowledge or notice of any kind, of any report, citation, notice or other communication from or to any federal, state or local governmental or quasi-governmental authority regarding any Regulated Substance in any way affecting the Premises and/or the Improvements in violation of Environmental Laws; or (iii) Tenant's obtaining knowledge or notice of any kind of the incurrence of any cost or expense by any federal, state or local governmental or quasi-governmental authority or any private party in connection with the assessment, monitoring, containment, removal or remediation of any kind of any Regulated Substance in any way affecting the Premises and/or the Improvements as a result of any violation of Environmental Laws at the Premises, or of the filing or recording of any lien on the Premises and/or the Improvements or any portion thereof in connection with any such violation of Environmental Laws at the Premises. Tenant's obligations hereunder shall survive the expiration or earlier termination of this Lease.

D. Subject to the provisions of Article 16, Tenant shall at all times indemnify, defend, and save harmless Landlord, its officials, directors, officers, employees, agents, and mortgagees from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' and consultant's fees, response and cleanup costs, court costs, and litigation expenses), causes of action, suits, claims, demands or judgments of any nature relating to any action brought against Landlord to the extent arising out of any violation of Environmental Laws by Tenant, or any employee, contractor, or agent of Tenant regardless of whether they are acting pursuant to Tenant's direct instructions, and shall include any violation of Environmental Laws by the Tenant, or Tenant's employees, contractors, or agents, or any other action or omission by the Tenant that causes damage to the Landlord or third parties. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

E. Notwithstanding anything to the contrary in this Lease, Tenant is not and shall not be responsible for any remediation of the Premises required as a result of a Regulated Substance or any other environmental condition affecting the Premises that: (i) existed prior to Tenant's occupancy of the Premises pursuant to the Bond Lease (a "**Pre-Term Condition**") or (ii) is caused or exacerbated by Landlord or Landlord's officers, agents, employees, contractors, or invitees, except to the extent (and only to the extent) exacerbated by Tenant, or Tenant's agents, employees, contractors, or invitees. Any remediation required hereunder shall be limited to remediation required by applicable Environmental Laws that are in effect as of the date the need for remediation is identified. Landlord, or such other potentially responsible parties, shall be responsible for any remediation of Pre-Term Conditions and/or any other remediation that is not expressly Tenant's responsibility hereunder. There shall be no obligation to remediate to a standard higher than the minimum required for the continued commercial use of the Premises, unless stricter standards are mandated by law, and Landlord shall have the sole right to control all aspects of any such remediations. Landlord covenants, represents and warrants to Tenant that, to the best of Landlord's current, actual knowledge, without inquiry or investigation, no Regulated Substance exists on, in or beneath the Land as of the date of this Lease. Landlord, subject to the above

provisions (i) and (ii) of this Section 9.4E, shall indemnify and save harmless Tenant and Tenant's directors, officers, employees, agents, and mortgagees from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' and consultant's fees, response and cleanup costs, court costs, and litigation expenses), causes of action, suits, claims, demands or judgments of any nature relating to any action arising out of any Pre-Term Condition or otherwise arising out of any violation or claimed violation of Environmental Laws by Landlord, or any employee, officer, contractor, or agent of Landlord. Tenant shall indemnify and defend Landlord and Landlord's directors, officers, employees, agents, and mortgagees from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorneys' and consultants' fees, response and cleanup costs, court costs, and litigation expenses), causes of action, suits, claims, demands or judgments of any nature relating in any action arising out of any violation or claimed violation of Environmental Laws caused by Tenant, its employees, contractors, or agents. The foregoing indemnity obligations shall survive the expiration or earlier termination of this Lease.

ARTICLE 10
DAMAGE OR DESTRUCTION

Section 10.1 Tenant's Option to Terminate. If the Improvements are damaged or destroyed by fire or other casualty during the Term, to such an extent that the cost of repairing and restoring the Improvements to their condition existing prior to such casualty is equal to or greater than fifty percent (50%) of the market value of the Improvements immediately preceding such casualty, then either Party may require that such cost and market value be determined by a qualified independent appraiser mutually selected by Landlord and Tenant. If the appraiser determines that the repair cost meets or exceeds such fifty percent (50%) threshold, then Tenant may elect to terminate this Lease by notice to Landlord given not later than ninety (90) days after the date on which such casualty occurs. If Tenant so elects to terminate this Lease, then (a) this Lease will terminate on a date selected by Tenant and set forth in such notice of termination; (b) all Base Rent and other Rent payable hereunder by Tenant will be prorated to such termination date; and (c) all proceeds of the insurance required to be maintained hereunder (or otherwise carried by Tenant in connection with the Project) that are payable as a result of such casualty will be paid to and become the property of Tenant, or as specified in the Leasehold Mortgage. Notwithstanding anything in this Article or elsewhere in this Lease to the contrary, if required by Tenant's lender following any event of casualty or condemnation, Tenant may terminate this Lease and shall have no obligation to rebuild the Improvements. However, the provisions of Section 16.1 shall survive and Tenant shall remain subject to the obligations therein.

Section 10.2 Application of Insurance Proceeds. Except as provided in Section 10.1 and subject to the rights of any Leasehold Mortgagee, in the event of damage or casualty to the Premises, the proceeds of the pertinent insurance required to be maintained by Tenant hereunder will be used by Tenant to repair and restore the Premises to substantially the same condition as existed immediately prior to such damage or casualty, in compliance with all applicable laws, building codes, and pursuant to Good Utility Practice. Notwithstanding the foregoing, Tenant shall not be obligated to expend more than such insurance proceeds in reconstructing and restoring the damaged or destroyed Premises. To be clear, Landlord has no obligation to rebuild or restore the Premises; and the provisions of Section 16.1, and Tenant's obligations thereunder, shall survive.

Section 10.3 Leasehold Mortgagee. Landlord agrees that any and all obligations, duties, and responsibilities of Tenant regarding repair or restoration following any damage or destruction of the Premises, and regarding use of related insurance proceeds, shall be subject to the approval of any Leasehold Mortgagees, at such Leasehold Mortgagees' discretion.

ARTICLE 11
SUBLETTING AND ASSIGNMENT

Section 11.1 Transactions Requiring Landlord's Consent. Except as permitted in Section 11.3 below and in Section 16.2 in connection with or arising out of a grant by Tenant of a Leasehold Mortgage, and subject to Landlord's Purchase Option right, Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed: (a) assign or transfer this Lease or any interest hereunder, or (b) sublease any portion of the Premises or Improvements.

11.1.1 Landlord shall have the right to withhold its consent if, in Landlord's reasonable discretion, any of the following reasonable criteria apply:

A. The proposed transferee does not have the financial strength (as reasonably demonstrated by financial statements) to fulfill Tenant's obligations under the Lease, as reasonably determined by Landlord.

B. The proposed use of the Premises by the transferee is not consistent with the Permitted Use defined in this Lease.

C. The Tenant is in default of any provision of this Lease at the time of the request.

D. The assignment or sublease would result in the division of the Premises.

11.1.2 Tenant shall provide Landlord with draft transfer documents and the proposed transferee's financial statements at least thirty (30) days prior to the proposed transfer. Tenant shall pay all of Landlord's reasonable legal and administrative fees and costs incurred in reviewing the request and preparing the necessary consent documentation regardless of whether consent is granted or refused, not to exceed a collective total of Five Thousand and 00/100 Dollars ($5,000.00) (the "**Transfer Review Cap**").

Section 11.2 Effectiveness of Assignment/Sublease. In the event of an assignment or transfer of Tenant's interest hereunder, the original Tenant hereunder shall remain primarily liable for under this Lease until such time as the assignee or subtenant has signed an assignment under which it expressly assumes the performance of all covenants and obligations of the Tenant under this Lease. An unauthorized assignment that is not a Permitted Transfer is void. Landlord's consent to any proposed assignment shall not constitute a waiver of Landlord's right reasonably to approve or disapprove of any subsequent assignment.

Section 11.3 Permitted Assignment. Notwithstanding any other provision contained herein, Tenant (without the consent of Landlord) may assign the Lease or sublet all or a portion of the Premises or Improvements to (each of the following assignments or subleases, a "**Permitted**

Transfer"): (i) the purchaser of all or substantially all of the assets of Tenant, (ii) the new or surviving entity upon the merger or consolidation of Tenant, or (iii) any affiliate of Tenant, meaning any entity controlling, controlled by, or under common control with, Tenant or any of Tenant's members. However, Tenant shall remain fully and primarily liable for the payment of all rent and the performance of all covenants and obligations under this Lease until the assignee or subtenant has expressly assumed in writing all obligations of the Tenant under this Lease. A change in control of Tenant shall not constitute an assignment or transfer requiring Landlord's consent under this Section 11.3 provided the following conditions are met: (i) the assignee or subtenant shall use the Premises solely for the Permitted Use specified in this Lease; (ii) the assignee or subtenant has a tangible net worth at least equal to the lesser of (a) Tenant's tangible net worth as of the date this Lease was signed or (b) Tenant's tangible net worth immediately prior to the proposed transfer; (iii) no default exists under this Lease, either at the time of the notice of the proposed transfer or at the effective date of the transfer; (iv) Tenant shall provide Landlord with a fully executed copy of the assignment or sublease agreement and financial statements of the assignee or subtenant within fifteen (15) business days following the effective date of the transfer; (v) Tenant shall reimburse Landlord for all reasonable legal and administrative costs incurred in connection with the review and documentation of such transfer, not to exceed the Transfer Review Cap; and (vi) the assignee or subtenant, or its affiliate (meaning any entity controlling, controlled by, or under common control with, such assignee or subtenant or any of its members), assumes the rights, duties, and obligations of "Seller" under the Power Purchase Agreement (as such term is defined therein).

Section 11.4 Assignment by Landlord. Landlord shall not assign or convey Landlord's interest in the Land or this Lease, nor shall Landlord assign or convey any reversionary interest Landlord may have in the Improvements.

ARTICLE 12
CONDEMNATION

Section 12.1 Total Taking. If the entire Premises is taken by right of eminent domain or conveyed in lieu thereof (a "**Taking**"), this Lease shall terminate upon vesting of title in the condemning authority, and all condemnation proceeds and awards applicable to Land shall belong to Landlord and any condemnation proceeds and awards applicable to the Improvements shall belong to Tenant.

Section 12.2 Partial Taking. If any part of the Premises becomes subject to a Taking and such Taking will prevent Tenant from conducting on a permanent basis its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within one hundred twenty (120) days after the Taking, and Base Rent shall be apportioned as of the date of such Taking. If Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenantable by the Taking.

Section 12.3 Temporary Taking. If all or any portion of the Premises becomes subject to a Taking for a limited, immaterial period of time, this Lease shall remain in full force and effect and Tenant shall continue to perform all of the terms, conditions and covenants of this Lease, including the payment of Base Rent and all other amounts required hereunder. An immaterial

taking, as used herein, means a Temporary Taking which, upon termination of the temporary Taking, does not render the Premises economically unusable for Tenant's continued operations thereafter. Notwithstanding Section 12.5 below, any award or compensation for a Temporary Taking shall be paid to Tenant; provided, however, that Tenant shall be entitled to any award specifically designated as compensation for actual business interruption or moving costs.

Section 12.4 Award. If a Taking occurs, Landlord shall receive the portion of the award or other compensation applicable to the Land, and Tenant shall receive the portion of the award or other compensation for the Improvements taken and for the equipment and personal property which Tenant and those claiming through Tenant have installed under this Lease, and for any moving costs, loss of business, and other claims it may have. Upon a Taking, Tenant shall take reasonable efforts to mitigate loss or destruction of Improvements and Tenant Personal Property belonging to Tenant.

Section 12.5 Voluntary Transfers in Lieu of Condemnation. Landlord shall not voluntarily transfer all or any part of the Premises or Landlord's interest therein in lieu of the actual exercise of the power of eminent domain without the prior written consent of Tenant, which Tenant may withhold in its sole reasonable discretion.

ARTICLE 13
UTILITIES; EASEMENTS; LANDLORD'S ACCESS

Section 13.1 Payment of Public Utility Charges. Tenant shall, at its sole cost and expense, make application for and arrange for all utility services serving the Project (including, but not limited to, charges for gas, water, sewer, electricity, light, heat, or power, telephone, broadband, or other communication service, and any other utility used, rendered or supplied in connection with the Premises or the Improvements) and shall pay or cause to be paid any and all charges for gas, water, sewer, electricity, light, heat, or power, telephone, broadband, or other communication service, and any other utility used, rendered or supplied in connection with the Premises or the Improvements promptly as they become due and payable. To the extent possible, Tenant shall ensure that all utility accounts are placed in Tenant's name no later than the Lease commencement date, or as soon as possible thereafter. Tenant shall provide Landlord with account numbers for all utilities within five (5) business days of the Lease Commencement Date. Landlord shall have the right, but not the obligation, to pay any utility charges that are not paid by Tenant when due, and any amounts paid by Landlord shall be deemed "Additional Rent" and immediately due and payable by Tenant at the Over Due Rate. Tenant shall also be responsible for any and all connection, disconnection, or tap-on fees associated with said utilities. Tenant will defend, indemnify, and hold Landlord harmless against any liability or charges on account thereof. Landlord shall reasonably cooperate with Tenant in Tenant's efforts to comply with this Section 13.1.

Section 13.2 Easements. Landlord agrees, upon request of Tenant at any time and from time to time, and at the sole cost of Tenant, to join in the grant of new easements and rights of way or alteration of existing easements and rights of way upon, under or over the Premises for utilities, public purposes, access to public facilities, roads and ways, parking, and reciprocal easements, provided such grant or grants are reasonably necessary for the operation of the Premises for the uses herein permitted. Landlord will not grant any easements, licenses or other rights which would

permit any third party to obtain rights to the Premises or modify any of the Permitted Encumbrances without Tenant's prior written consent, at Tenant's sole discretion. Notwithstanding the foregoing, Landlord reserves the right to grant non-exclusive easements, licenses, or rights of way that do not materially or unreasonably impact Tenant's use and enjoyment of the Premises, provided Landlord provides Tenant with prior written notice of any such grant.

Section 13.3 Landlord's Access to Premises. Notwithstanding anything to the contrary in this Lease, Landlord shall have the unrestricted right, at any time and from time to time, without notice to Tenant but subject to any and all reasonable safety procedures and protocols set by Tenant, to enter those portions of the Premises and Improvements containing or providing access to any critical infrastructure, utility systems, structural components, or pre-existing improvements owned, operated, or maintained by Landlord (collectively the "**Landlord Infrastructure**") for the purpose of inspecting, maintaining, repairing, replacing, modifying or installing any such systems or improvements. Provided Landlord's access is in full compliance with all Applicable Laws, including safety regulations, Tenant shall not interfere with or condition such access, and Landlord shall have the right to bring personnel, contractors, equipment, and materials reasonably necessary to perform such activities. Except as expressly provided herein with regard to Landlord's access of Landlord Infrastructure, and other than in the event of an emergency involving an imminent threat to persons or property, in which event Landlord may have such access to the Premises and Improvements as is necessary to protect such persons and/or property, Landlord may not have any entry or access to the Premises or Improvements (i) without at least seventy-two (72) hours' prior notice to Tenant, (ii) except at reasonable times, (iii) without being accompanied by a representative authorized by Tenant to permit such entry by Landlord, (iv) other than in accordance with Tenant's reasonable security arrangements, or (v) in any manner which interrupts, interferes with or diminishes the operations of Tenant in the Premises or would cause Tenant to incur costs or expenses that Tenant would not have incurred but for such entry. Any such access shall only be for the limited purposes of: (a) investigating possible breaches of this Lease or City code; or (b) showing the Premises to a prospective lender or, during the last year of the Term, to a prospective purchaser. Landlord shall make a reasonable effort to minimize interference with Tenant's operations and shall maintain all of Tenant's proprietary information regarding its operations at the Premises strictly confidential, and shall require any agents, employees, or contractors of Landlord to similarly maintain such confidentiality.

ARTICLE 14
DEFAULT PROVISIONS

Section 14.1 Tenant's Default. Tenant shall be in default under this Lease if (i) default shall be made in the payment of the Rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease, and such default shall continue for thirty (30) days after Landlord gives Tenant a second written notice of such default, which second written notice shall be sent no fewer than ten (10) business days after a first written notice of default is sent to Tenant, (ii) if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease or the Power Purchase Agreement (beyond any applicable cure period provided for therein) which Tenant is required to observe and perform and, unless a different notice and cure period is otherwise provided in this Lease, such default shall continue for sixty (60) days after Landlord provides Tenant a second written notice of such default (which

second written notice shall be sent no fewer than ten (10) business days after a first written notice of default is sent to Tenant), unless such default cannot reasonably be cured within such sixty (60) day period, in which event Tenant shall have such additional reasonable period of time as is necessary to cure such default provided it is diligently pursuing such a cure during such additional period of time, (iii) if Tenant abandons the Premises (which shall not mean the temporary cessation of use for any reason), or (iv) if any insolvency or bankruptcy proceeding is instituted by or against Tenant or the interest of Tenant in this Lease shall be levied on under execution or other legal process and the same is not dismissed, stayed or vacated within ninety (90) days thereafter other than in connection with the exercise by a Leasehold Mortgagee of its rights under a Leasehold Mortgage. Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, with or without further notice or demand of any kind to Tenant or any other person, be entitled to exercise the rights and remedies provided for in Section 15.2 below. Any and all damages whether paid or otherwise unpaid but incurred by Landlord as a result of Tenant breaching any part of this Lease shall be deemed to be Rent due pursuant to this Lease.

Section 14.2 Landlord's Remedies. If Tenant fails to cure a default within the cure period specified in this Lease, Landlord may, at its option (i) provide Tenant with written notice of election to terminate this Lease on a date that is not fewer than ninety (90) days after receipt of such written notice from Landlord, in which case the Landlord shall be entitled to recover from Tenant all damages proximately caused by the default, including but not limited to, the cost of recovering possession, reletting expenses, or (ii) perform the relevant obligations on Tenant's behalf, and at Tenant's expense, after the expiration of the required notice and cure period, or (iii) perform the relevant obligations on Tenant's behalf, and at Tenant's expense without notice or cure period in the event of an emergency involving an imminent threat to persons or property. Tenant will reimburse any costs incurred by Landlord (together with interest at the Over Due Rate) within thirty (30) days after Tenant's receipt of Landlord's request for reimbursement (which will be accompanied by receipts or other evidence of such expenses). If Tenant fails to do so, then Landlord will have the right to add the costs to the next installment(s) of rent due under this Lease. The date of termination of the Lease or of Tenant's possession of the Premises, as applicable, will be not fewer than ten (10) business days after the date of receipt by Tenant of the written notice from Landlord.

Section 14.3 Interest on Unpaid Sums. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed encumbering the Premises. Accordingly, if any installment of Rent due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) days after the date on which Tenant receives written notice from Landlord that such sum is overdue, Tenant shall pay to Landlord interest on said rent at a rate (the "**Over Due Rate**") equal to the lesser of (i) five percent (5%) per annum above the prime rate of interest publicly announced from time to time by The Bank of America or its successor (provided that if said Bank shall cease to announce its prime rate, then the prime rate shall mean the like rate of interest as publicly announced by another bank mutually agreed upon by Landlord and Tenant) or (ii) the highest rate which is at the time lawful in the State of Missouri, from the date such Rent was due. Acceptance of interest by Landlord shall in no event constitute a waiver of Tenant's default with

respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

Section 14.4 Default by Landlord. Landlord shall be in default under this Lease if default shall be made in the observance or performance of any of obligations, covenants or agreements in this Lease which Landlord is required to observe and perform and, unless a different notice and cure period is otherwise provided in this Lease, such default shall continue for thirty (30) days after written notice to Landlord, unless such default cannot reasonably be cured within such thirty (30) day period, in which event Landlord shall have such additional reasonable period of time as is necessary to cure such default provided it is diligently pursing such a cure during such additional period of time. In the event of such Landlord default, Tenant may (i) provide Landlord with written notice of election to terminate this Lease on a date that is not fewer than twenty (20) business days after receipt of such written notice from Tenant, (ii) freely elect to cure such default itself on behalf of Landlord and the actual, documented costs thereof shall be due and payable to Tenant from Landlord upon demand by Tenant, and/or (iii) pursue any other rights and remedies available at law or equity, including but not limited to the right of specific performance. Any failure of Landlord to promptly pay any amounts due to Tenant shall entitle Tenant to deduct such amounts from Base Rent and/or other payments (with the exception of taxes and other Impositions) subsequently due to Landlord under this Lease, until Tenant is repaid in full. If any such amount owed by Landlord to Tenant shall not be received by Tenant or Tenant's designee within ten (10) days after the date on which Landlord receives written notice from Tenant that such sum is due and payable, Landlord shall pay to Tenant interest on said amount at the Over Due Rate. Acceptance of interest by Tenant shall in no event constitute a waiver of Landlord's default with respect to such overdue amount.

Section 14.5 Leasehold Mortgagee's Right to Cure. Concurrent with any notice from Landlord to Tenant of a failure, breach or default by Tenant in the performance or observance of any of the terms, conditions or agreements in this Lease, Landlord shall give written notice thereof to each Leasehold Mortgagee previously identified in writing to Landlord, and each such Leasehold Mortgagee shall have the right (but not the obligation) to cure such default. Landlord shall not take any action to terminate this Lease or Tenant's right to possession of the Premises under this Lease with respect to such failure, breach or default for a period of thirty (30) days after delivery of such written notice to each Leasehold Mortgagee previously identified in writing to Landlord with respect to any such default capable of being cured by the payment of money and for a period of sixty (60) days after delivery of such written notice to each such Leasehold Mortgagee with respect to any other default (provided that in the case of any default which cannot be cured by the payment of money and cannot with diligence be cured within such sixty (60) day period because of the nature of such default or because any such Leasehold Mortgagee requires time to obtain possession of the Premises in order to cure the default, if each such Leasehold Mortgagee shall proceed promptly to obtain possession of the Premises, where possession is required, and to cure the same and thereafter shall prosecute the curing of such default with diligence and continuity, then the time within which such default may be cured shall be extended for such period as may be reasonably necessary to complete the curing of the same with diligence and continuity). Landlord shall accept any cure by a Leasehold Mortgagee of a default by Tenant under this Lease as if the same had been performed by Tenant; provided, however, no Leasehold Mortgagee shall be obligated to cure any default by Tenant or any other matter.

ARTICLE 15
FINANCING

Section 15.1 Intentionally Deleted.

Section 15.2 Tenant's Financing. Tenant shall have the right, at any time and from time to time, in addition to any other rights herein granted and without any requirement to obtain Landlord's consent (subject to the provisions below), to encumber any Tenant Property or to mortgage or grant a security interest in Tenant's leasehold interest in this Lease (but not Landlord's fee simple interest in the Land), any Improvements, and/or any subleases, under one or more Leasehold Mortgages, and/or to assign this Lease and any subleases as collateral security for such Leasehold Mortgages.). Tenant's right to grant such a Leasehold Mortgage is conditioned upon Tenant's providing Landlord with written notice of the Leasehold Mortgagee's contact information and a copy of the Leasehold Mortgage within ten (10) business days of recording such Leasehold Mortgage. Tenant and Landlord acknowledge that so long as any Leasehold Mortgage shall remain unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions shall apply in respect of such Leasehold Mortgagee notwithstanding any other provisions of this Lease to the contrary:

15.2.1 There shall be no cancellation, termination, surrender or acceptance of surrender, amendment, or modification of this Lease by joint action of Landlord and Tenant, nor shall Landlord recognize any such action by Tenant alone, without in each case the prior consent in writing of any applicable Leasehold Mortgagee (which shall not be unreasonably withheld, delayed or conditioned). Any attempted cancellation, early termination, surrender or merger of this Lease without the prior written consent of all Leasehold Mortgagees (which shall not be unreasonably withheld, delayed, or conditioned) shall be of no force or effect;

15.2.2 Landlord shall provide notice of any default by Tenant, arbitration or action, suit or other proceeding or dispute between Landlord and Tenant to each Leasehold Mortgagee of which Landlord has been given notice, and each Leasehold Mortgagee shall have the right (but not the obligation) to intervene therein and be made a party thereto if Tenant fails to do so. In any event, each Leasehold Mortgagee shall receive notice, and a copy, of any award, decision or judgment rendered in such arbitration, action, suit or other proceeding;

15.2.3 If there is a condemnation or taking by eminent domain in respect of the Premises, any award of payment which is to be paid shall be distributed to Landlord and Tenant as their respective interests appear. The portion of the award attributable to the value of the Fee Simple interest in the land and the Landlord Infrastructure, if any, shall be paid to Landlord. The portion of the award attributable to Tenant's leasehold interest and Tenant's owned Improvements shall be paid to Tenant (or the Leasehold Mortgagee in accordance with the priority of their liens and in accordance with the terms of the applicable Leasehold Mortgage). In no event shall a Leasehold Mortgagee have any claim or lien against Landlord's share of any condemnation award applicable to the Fee Simple interest;

15.2.4 In connection with the rights of a Leasehold Mortgagee to cure Tenant's defaults under this Lease and to protect its security, Landlord and Tenant hereby expressly grant to each Leasehold Mortgagee, and agree that each Leasehold Mortgagee shall have, during the

Term of this Lease, the absolute and immediate right to enter in and upon the Premises or any part thereof to such extent and as often as the Leasehold Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Tenant, without any obligation to do so. Landlord shall have no liability for any actions taken by the Leasehold Mortgagee during such entry;

15.2.5 In the event any right granted to a Leasehold Mortgagee under this Section 15.2 shall by its nature only be exercisable by one Leasehold Mortgagee and more than one Leasehold Mortgagee desires to exercise such right, then in that event only the Leasehold Mortgagee holding the most senior Leasehold Mortgage among the Leasehold Mortgagees desiring to exercise such right, shall be entitled to do so;

15.2.6 In the event a Leasehold Mortgagee or its designee (by foreclosure, conveyance in lieu of foreclosure or otherwise), or the purchaser at a foreclosure sale or the assignee or designee of such purchaser, acquires Tenant's interest in this Lease, the Leasehold Mortgagee or its designee shall not be bound by any modification or amendment to this Lease not otherwise previously approved by the Leasehold Mortgagee, provided that such modification or amendment was entered into after the date Landlord was provided written notice of such Leasehold Mortgagee's interest;

15.2.7 In the event a Leasehold Mortgagee or its designee (by foreclosure, conveyance in lieu of foreclosure or otherwise), or the purchaser at a foreclosure sale or the assignee or designee of such purchaser, acquires Tenant's interest herein, such party shall thereupon become Tenant under this Lease; provided, however, that any defaults by Tenant under this Lease which do not involve the payment of money and which cannot be satisfied or cured by such party shall not be enforceable by Landlord against such party. However, after such party acquires Tenant's interest herein and becomes the Tenant, such party shall then be responsible for curing, in accordance with the terms of this Lease, any continuing non-monetary defaults (i.e. such as ongoing repair and maintenance obligations). Further, Landlord retains all rights to pursue the original Tenant for all unsecured defaults occurring prior to such acquisition;

15.2.8 Nothing in this Section 15.2 shall be deemed or construed to require the Landlord to expend any funds or incur any obligations beyond those expressly set forth in this Lease. Landlord shall not be liable for the performance of Tenant's obligations to the Leasehold Mortgagee. Further, except in the event of a Leasehold Mortgagee's acquiring Tenant's interest herein and thereby becoming the Tenant under this Lease, nothing in this Section 15.2 shall be deemed or construed to create or impose any obligation, covenant or liability, whatsoever, upon a Leasehold Mortgagee: (a) for the payment of Base Rent and Additional Rent or any additional monetary sums due under this Lease; (b) for the performance of any of Tenant's covenants and agreements hereunder; or (c) to cure any default by the Tenant under this Lease, and neither Tenant nor Landlord shall have any claims against a Leasehold Mortgagee for its failure to make any payment or take any action which it is entitled to take under this Section 15.2 until such time as such Leasehold Mortgagee assumes possession of the Premises or acquires the Tenant's interest in the Lease, and Landlord expressly waives any and all such claims accruing prior to the time Leasehold Mortgagee becomes the Tenant under this Lease;

15.2.9 Subject to the terms of its Leasehold Mortgage and to the extent permitted therein, should a Leasehold Mortgagee be entitled to the appointment of a receiver for all or any part of the Premises (a "**Receiver**"), without regard to whether such Leasehold Mortgagee has commenced an action to foreclose the lien of its Leasehold Mortgage and without regard to the nature of the action in which the appointment of a receiver is sought, Landlord agrees that it will not unreasonably oppose any such appointment, whether or not entitled by the terms of this Lease to do so. Notwithstanding anything to the contrary contained in this Lease, the appointment of the Receiver for the Premises by any court at the request of a Leasehold Mortgagee or by agreement between Tenant and such Leasehold Mortgagee, or the entering into possession of the Premises by such Receiver, shall not be deemed to make such Leasehold Mortgagee a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Premises and shall not, in and of itself, constitute default under this Lease; and

15.2.10 Tenant and Landlord agree that the provisions of this Section 15.2 are for the benefit of and shall be enforceable by each Leasehold Mortgagee, its respective successors and assigns who comply with the provisions of this Section 15.2.

ARTICLE 16
DECOMMISSIONING AND HOLDING OVER

Section 16.1 Decommissioning Cost. Landlord and Tenant recognize that pursuant to the terms and provisions of the Bond Lease, beginning with the issuance of a CO for each Power Plant, Tenant was obligated to deposit Annual Decommissioning Contributions into Decommissioning Accounts (as such terms are defined in the Bond Lease). Tenant shall continue making such Annual Decommissioning Contributions until expiration of this Lease. In the event that Landlord exercises the Purchase Option, all funds in the Decommissioning Accounts as of the date of closing of the conveyance of the Premises shall be released to Tenant. In the event Landlord does not exercise the Purchase Option and instead requires that Tenant Decommission the Power Plants following expiration of this Lease, as provided for in this Article 16, the funds in the Decommissioning Accounts shall be used to pay for such Decommissioning and for the costs of work to satisfy the Restoration Requirements. Tenant shall have the right to any funds in the Decommissioning Accounts that are not expended in Decommissioning and satisfying the Restoration Requirements. Landlord and Tenant recognize that, pursuant to the terms and provisions of the Bond Lease, Landlord and Tenant shall have executed a control agreement with the applicable bank regarding the Decommissioning Accounts.

Section 16.2 Decommissioning. At the termination of this Lease by lapse of time, or otherwise, Landlord shall have the option, in its sole discretion, to either (i) exercise the Purchase Option, or (ii) require that Tenant, within one (1) year following the Expiration Date (or longer, if reasonably necessary, so long as Tenant is using diligent efforts), decommission and remove ("**Decommission**"; such decommissioning and removal, the "**Decommissioning**") the Power Plants in accordance with the Restoration Requirements (the date of actual completion of same, the "**Decommissioning Date**"). If Landlord so requires that Tenant decommission and remove the Power Plants, the Expiration Date of this Lease shall be deemed to automatically extend to the Decommissioning Date. Landlord shall notify Tenant of its election of either of the foregoing requirements no later than (a) one (1) year prior to expiration of the Lease, if the Lease is expiring by lapse of time, or (b) in its notice of termination, if terminating the Lease early pursuant to its

rights hereunder. Such removal obligation shall only entail removal of the Power Plants above the foundations; it shall not include removal of the foundations or any other subsurface improvements or construction. Notwithstanding the foregoing, if this Lease terminates due to Landlord's default, Tenant shall have no Decommissioning or Restoration Requirements obligations and may remove all Improvements and Tenant Property at its discretion, such removal to be completed within one (1) year (or longer, if reasonably necessary, so long as Tenant is using diligent efforts) (the date of actual completion of same, the "**Property Removal Date**"). As used herein, "**Restoration Requirements**" shall mean cleanup of any Regulated Substances at the Premises placed there or caused by Tenant's use and occupancy of the Premises, in accordance with and to the extent required by applicable Environmental Laws. The Restoration Requirements shall not include any requirement or obligation to take any actions other than those expressly provided for herein and shall not apply to any Pre-Term Condition. Tenant shall not be obligated to complete any Decommissioning work or to satisfy any Restoration Requirements to the extent the cost of same exceeds the funds in the Decommissioning Account.

Section 16.3 Holding Over. At the termination of this Lease by lapse of time or otherwise, Tenant shall yield up possession of the Premises within one hundred eighty (180) days, or such longer period as is mutually agreed upon by the parties, subject to Force Majeure Events, to allow for orderly decommissioning or transfer of operations in accordance with Section 16.2, and, failing so to do, Tenant hereby agrees to pay to Landlord Seven Hundred Fifty and 00/1.00 Dollars ($750.00) (the "**Holdover Rate**") per day for each day of holdover beyond such 180-day period. Tenant shall also be liable for any and all direct damages, excluding consequential damages, incurred by Landlord as a result of Tenant's holdover, including without limitation, claims made by any succeeding tenant or third party who is unable to enter into or take possession of the Premises. For the sake of clarity, this provision and the Holdover Rate shall not apply until expiration of the Decommissioning Date or Property Removal Date, as applicable.

Section 16.4 Survival. The provisions of this Article 16 shall survive the expiration or earlier termination of this Lease.

ARTICLE 17
PROPERTY OF TENANT

Section 17.1 Personal Property, Trade Fixtures and Equipment. Tenant may, at its sole cost and expense, install any trade fixtures, equipment, and other personal property of a temporary or permanent nature used in connection with its business on or at the Premises, and Tenant shall have the right at any time during the Term to remove any and all such trade fixtures, equipment, and other personal property that it may have stored or installed upon or at the Premises. Landlord hereby waives any contractual, statutory or common law "landlord's lien" as to the foregoing property and to all Tenant Personal Property and Generation Equipment.

Section 17.2 Abandonment of Property. In case Tenant shall decide not to remove any part of its trade fixtures, equipment, or other personal property (excluding the Power Plants and related Generation Equipment, which shall be governed by Section 16.2) upon expiration or earlier termination of this Lease, Tenant shall notify Landlord in writing not fewer than ninety (90) days prior to the scheduled expiration of the Term, or within sixty (60) days after the earlier termination of this Lease, specifying those items of trade fixtures, equipment, installations or other personal

property that Tenant has decided not to remove. If, within sixty (60) days after service of such notice, Landlord shall request Tenant to remove any of said trade fixtures, equipment, or other personal property, Tenant shall, at its own expense, within one hundred eighty (180) days after the scheduled expiration of the Term, or within one hundred eighty (180) days after the earlier termination of this Lease, remove said trade fixtures, equipment, and other personal property and, in case of damage by reason of such removal, restore the Premises to good order and condition, reasonable wear and tear excepted. Any of Tenant's trade fixtures, equipment, and other personal property not removed by Tenant upon the expiration or earlier termination of this Lease, regardless of whether Tenant provided notice of intent to not remove) shall be considered abandoned by Tenant, ("**Abandoned Property**") and become the sole property of Landlord. Such property may be appropriated, sold, destroyed, or otherwise disposed of by Landlord without liability or obligation on Landlord's part to pay or account for, same. At the request of Landlord, Tenant will, at such time, execute, acknowledge, and deliver to Landlord a bill of sale or other appropriate conveyance document evidencing the transfer to Landlord of all right, title and interest of Tenant in and to the Abandoned Property. The provisions of this Article 17 shall survive the expiration or earlier termination of this Lease.

ARTICLE 18
REPRESENTATIONS AND WARRANTIES; ESTOPPEL CERTIFICATES

Section 18.1 Representations and Warranties of Landlord. For the purpose of inducing Tenant to enter into and consummate the transaction contemplated herein, and in addition to any other representations and warranties set forth in this Agreement, Landlord makes the following representations and warranties.

A. Legal Capacity. Landlord is a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and the Landlord and the person executing this Lease on behalf of Landlord have the requisite power and authority to enter into this Lease and to consummate the transaction contemplated by the terms of this Lease.

B. Authority. The execution and delivery of this Lease by Landlord, and the consummation by Landlord of the transaction contemplated by this Lease are within Landlord's authority, and all requisite action has been taken to make this Lease valid and binding on Landlord in accordance with its terms. This Lease and the agreements and documents contemplated hereby to be entered into by Landlord and the performance of Landlord's obligations hereunder and thereunder have been duly approved by all necessary action of Landlord, and no further approvals are required by the governing body or officials of Landlord. Landlord has obtained all consents, approvals, authorizations or orders of any court or governmental agency or body, or other entity or person if any, required for the execution, delivery, and performance by Landlord of its obligations under this Lease.

C. Title. To Landlord's actual knowledge, without inquiry or independent investigation, Landlord has good and marketable fee title to the Land and the Premises free and clear of all liens and encumbrances, except for those matters of public record and matters disclosed in this Lease or a title insurance policy provided to Tenant and any Permitted Encumbrances as shown on Exhibit B.

D. Possession. There are no other parties in possession of the Premises or any part thereof, or any leases or license relating to the use, operation, occupancy, or possession of the Premises.

E. No Default. Landlord is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Landlord is a party and no such instrument affects any portion of the Premises.

F. Litigation. Landlord has not received notice of any claims, causes of action or other litigation or proceedings pending in respect to the ownership or operation of the Premises or any part thereof. To Landlord's actual knowledge, there are no claims threatened in writing, causes of action or other litigation or proceedings pending in respect to the ownership, operation or environmental condition of the Premises or any part thereof. There is no litigation pending, or to Landlord's actual knowledge, threatened against Landlord related to the Premises or that would interfere with Tenant's use of the Premises for the Permitted Use.

G. Insurance Notices. To Landlord's actual knowledge, Landlord has not received written notice from any insurance carriers requiring repairs or alterations to the Premises.

H. No Legal Bar. The execution by Landlord of this Lease and the consummation by Landlord of the transaction hereby contemplated does not and will not (i) result in a breach of or default under any indenture, agreement, instrument or obligation to which Landlord is a party and which affects all or any portion of the Premises, or (ii) constitute a violation of any governmental requirement

I. No Existing Violations or Violation Notices. To Landlord's actual knowledge, Landlord has received no notice from any governmental authority, and has no actual knowledge, of any violation of any Applicable Laws regarding the Premises, including any Applicable Laws relating to any Regulated Substances. Landlord has not, and to Landlord's actual knowledge, without inquiry or independent investigation, no other party has, generated, stored, or disposed of any Regulated Substances on the Premises.

J. NO OTHER REPRESENTATIONS. LANDLORD EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES BEYOND THOSE STATED IN THIS SECTION 18.1. TENANT CONFIRMS RELIANCE SOLELY ON ITS OWN INVESTIGATION EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.

Section 18.2 Estoppel Certificates. Landlord and Tenant each agree to furnish, at any time and from time to time, so long as this Lease shall remain in effect, upon not less than twenty (20) days' prior written request by the other party, a statement in writing (an "**Estoppel Certificate**"), certifying all of the following, as applicable: (i) that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified, stating the modifications), (ii) that the dates to which the Rent and other charges have been paid in advance, if any, (iii) that to the best knowledge of the party executing such statement, there are no defaults under the Lease by Landlord or Tenant, as the case may be, except such defaults as may be specified in such statement, (iv) that, in the case of Landlord, to its best knowledge, it is not in default under any mortgage or deed of trust encumbering the Premises and

that in the case of Tenant, to its best knowledge it is not in default under any leasehold mortgage encumbering Tenant's leasehold interest under this Lease, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchasers of Landlord's or Tenant's respective interests herein or by any prospective mortgagee, holder of any mortgage, or assignee of any mortgage upon Landlord's or Tenant's interest in the Premises, and (v) such other matters pertaining to this Lease and/or the Premises as are reasonably requested. Notwithstanding anything in this Section to the contrary, Landlord shall not be required to execute any document under this Section that (1) imposes a financial obligation on or contains any guarantee by Landlord, or (2) contains representations as to the present condition of the Premises, Project or Improvements or title thereto other than with respect to the Landlord's ownership of the Land, encumbrances caused or consented to by the Landlord, and any Tenant defaults of which Landlord then has knowledge.

ARTICLE 19
NOTICES

Section 19.1 Manner of Making Notices. All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified herein, (2) hand delivered to the intended addressee, or (3) sent by a nationally recognized overnight courier service. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

If to Tenant:	IPP Truman LLC c/o Exigent Energy 4851 LBJ Freeway, Suite 325 Attn: General Counsel
With a Copy to:	Exigent Energy c/o Exigent Energy 4851 LBJ Freeway, Suite 325 Attn: Creede Williams email: cwilliams@exigentenergy.com
With a Copy to:	NorthPoint Development, LLC 3315 N. Oak Trafficway Kansas City, MO 64116 Attn: Nathaniel Hagedorn email: nhagedorn@northpointkc.com
And with a Copy to:	Polsinelli PC 900 W. 48th Place, Suite 900 Kansas City, Missouri 64112 Attn: Korb Maxwell email: (kmaxwell@polsinelli.com)

If to Landlord: City of Independence
City Manager's Office
20201 E Jackson Dr
Independence, MO 64057

With a copy to: Independence Power & Light Director
20201 E Jackson Dr
Independence, MO 64057

Copies of all notices shall be given to Landlord's Mortgagee and Tenant's Mortgagee at the address provided in writing by Landlord and Tenant or by Landlord's Mortgagee or Tenant's Mortgagee, as the case may be, which addresses shall be provided to the other party within ten (10) business days of the recording of any mortgage or security interest.

ARTICLE 20
MISCELLANEOUS

Section 20.1 Covenants to Run with the Land. All the covenants, agreements, conditions and undertakings in this Lease shall extend and inure to and be binding upon the successors and permitted assigns of each of the parties hereto, the same as if they were in every case named and expressed, and the same shall be construed as covenants running with the land. Wherever in this Lease reference is made to any of the parties hereto, it shall be held to include and apply to, wherever applicable, also the successors and permitted assigns of each such party, the same as if in each and every case so expressed.

Section 20.2 Survival of Indemnity and Payment Obligations. Each obligation to indemnify, defend and hold harmless provided for in this Lease and to pay any amounts (including, but not limited to, Rent, Additional Rent, damages, and other charges) accruing under this Lease both prior to and after the date of expiration or termination of this Lease shall survive the expiration or earlier termination of this Lease.

Section 20.3 No Merger of Estates. There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Premises by reason of the fact of the same person, firm, corporation (including the Tenant), or other entity acquiring or owning or holding, directly or indirectly, this Lease or the leasehold interest created by this Lease or any interest in this Lease, and any such other estate or interest in the Premises or any part thereof, and no such merger shall occur unless and until all corporations, firms, and other entities having an interest (including a security interest) in this Lease or the leasehold interest created by this Lease and any such other estate or interest in the Premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

Section 20.4 Relationship of Parties. Neither anything in this Lease nor any acts of the parties shall be construed or deemed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the parties.

Section 20.5 Successors and Assigns. The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this Lease, shall mean, where the context requires or permits, the persons named herein as Landlord and as Tenant, respectively, and their respective heirs, legal representatives, successors, and assigns, irrespective of whether singular or plural, or masculine, feminine, or neuter. The agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its heirs, legal representatives, successors, and assigns, and shall inure to the benefit of Tenant and its heirs, legal representatives, successors, and assigns; and the agreements and conditions on the part of Tenant to be performed and observed hereunder shall be binding upon Tenant and its heirs, legal representatives, successors, and assigns, and shall inure to the benefit of Landlord and its heirs, legal representatives, successors, and assigns.

Section 20.6 Entire Agreement. This Lease (including all Exhibits) contains the entire agreement between the parties as to the matters set out herein, and no oral statements or representations or prior written matter or negotiations not contained in this Lease shall have any force or effect. This Lease shall not be modified, amended, canceled, surrendered, or terminated in any way except by a writing, subscribed by authorized representatives of the party against whom it is to be enforced, which writing shall contain the written consent of Landlord's Mortgagee (if any) and Tenant's Mortgagee (if any); provided, however, that no such consent shall be required for modifications that do not adversely affect the security interest of such mortgagee or for termination in connection with the expiration of this Lease at the end of its term.

ARTICLE 21
GENERAL PROVISIONS

Section 21.1 Force Majeure Occurrences. In the event that Landlord or Tenant are delayed or prevented from performing any of their respective non-monetary obligations during the Term because of strikes, lockouts, labor troubles, inability to procure materials, failure of power, governmental restrictions, pandemics, epidemics, casualty, permitting delays, or reasons of a like nature not the fault of the party delayed in the performance of such obligation (collectively, "**Force Majeure Events**"), then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the party subject to such Force Majeure Event shall not be liable for losses or damages caused by such delays; provided, however, that this Section 21.1 shall under no circumstances apply to the payment of any monetary obligations required to be paid by either party hereunder, including without limitation, the payment of Rent and Additional Rent. The party claiming Force Majeure shall provide the other party with written notice of the Force Majeure Event and reasonable supporting documentation within (10) business days of the commencement of such event and shall use all reasonable efforts to mitigate the effects of the event and resume normal performance as soon as possible. Notwithstanding anything to the contrary in this Lease, Tenant's obligations under the Power Purchase Agreement for replacement energy, liquidated damages, penalties, assessments, or the like imposed by the Regional Transmission Organization ("RTO") (or a transaction counterparty, if applicable) shall not be excused because of a Force Majeure Event or constitute a Force Majeure Event.

Section 21.2 Memorandum of Lease. Landlord and Tenant shall, concurrently with the execution of this Lease, execute a memorandum of this Lease in substantially the form attached hereto as Exhibit C for recording in the chain of title of the Land, setting forth the parties hereto,

the date hereof, the term hereof, any option to extend hereunder, and any options or rights of purchase or first refusal, and said memorandum shall be promptly recorded by Tenant at its own expense.

Section 21.3 Invalidity of Provisions. If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 21.4 Waiver of Remedies Not to be Inferred. No waiver of any breach of any of the covenants or conditions of this Lease shall be construed to be a waiver of any other breach or to be a waiver of, acquiescence in, or consent to any further or succeeding breach of the same or similar covenant or condition.

Section 21.5 Modification. None of the covenants, terms or conditions of this Lease to be kept and performed by Landlord or Tenant shall in any manner be waived, modified, changed, or abandoned except by a written instrument, duly signed and acknowledged by Landlord and Tenant.

Section 21.6 Singular and Plural. Any word contained in the text of this Lease, including but not by way of limitation "Tenant" and "Landlord" shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

Section 21.7 Captions. The captions of this Lease are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Lease.

Section 21.8 Law. This Lease shall be construed and enforced in accordance with the laws of the State of Missouri.

Section 21.9 Attorneys' Fees. In the event of a dispute between the parties resulting in litigation or arbitration, the prevailing party shall have the right to recover its reasonable attorneys' fees and expenses from the non-prevailing party.

Section 21.10 Landlord Bankruptcy. Notwithstanding anything herein, should the Lease be rejected by Landlord (and its assigns) pursuant to an order of the U.S. Bankruptcy Court, Tenant will continue to have all of its rights of election provided for in 11 USC 365 (h) (i) (A) (2) as well as any other rights available to it under applicable federal or state bankruptcy or non-bankruptcy law.

Section 21.11 Counterparts. This Lease may be executed in one or more counterparts, with signatures to one being deemed signatures to each such counterpart, each of which shall be deemed one and the same instrument. The parties agree that signature pages sent by email shall be deemed originals.

Section 21.12 Anti-Discrimination. Tenant hereby certifies and agrees that, to the extent that the "Anti -discrimination Against Israel Act," Section 34.600, Revised Statutes of Missouri (the "Israel Act"), is applicable to this Lease, Tenant is not currently engaged in and shall not, for

the duration of this Lease, engage in a boycott of goods or services from the State of Israel ("Israel"), companies doing business in or with Israel or authorized by, licensed by or organized under the laws of Israel or persons or entities doing business with Israel, in all respects within the meaning of the Israel Act. Failure to comply with the foregoing certification shall be enforceable in accordance with the terms of such contract. The foregoing certification shall not be deemed an admission or agreement that the Israel Act is applicable to this Lease, but the foregoing certification is enforceable if the Israel Act is applicable. If the Israel Act is determined not to apply to the applicable contract for any reason including the repeal or amendment of the Israel Act or any ruling of a court of competent jurisdiction as to the unenforceability or invalidity of the Israel Act, then the certification shall be of no effect.

ARTICLE 22
EXHIBITS AND ADDENDA TO LEASE

Section 22.1 Exhibits and Addenda to Lease. Attached to this Lease, and incorporated into and made a part of this Lease by this reference, are the following:

(a) EXHIBIT A – Depiction and Description of the Land
(b) EXHIBIT B – Permitted Encumbrances
(c) EXHIBIT C – Form of Memorandum of Lease

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Lease, effective as of the day and year first above written.

LANDLORD:

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

TENANT:

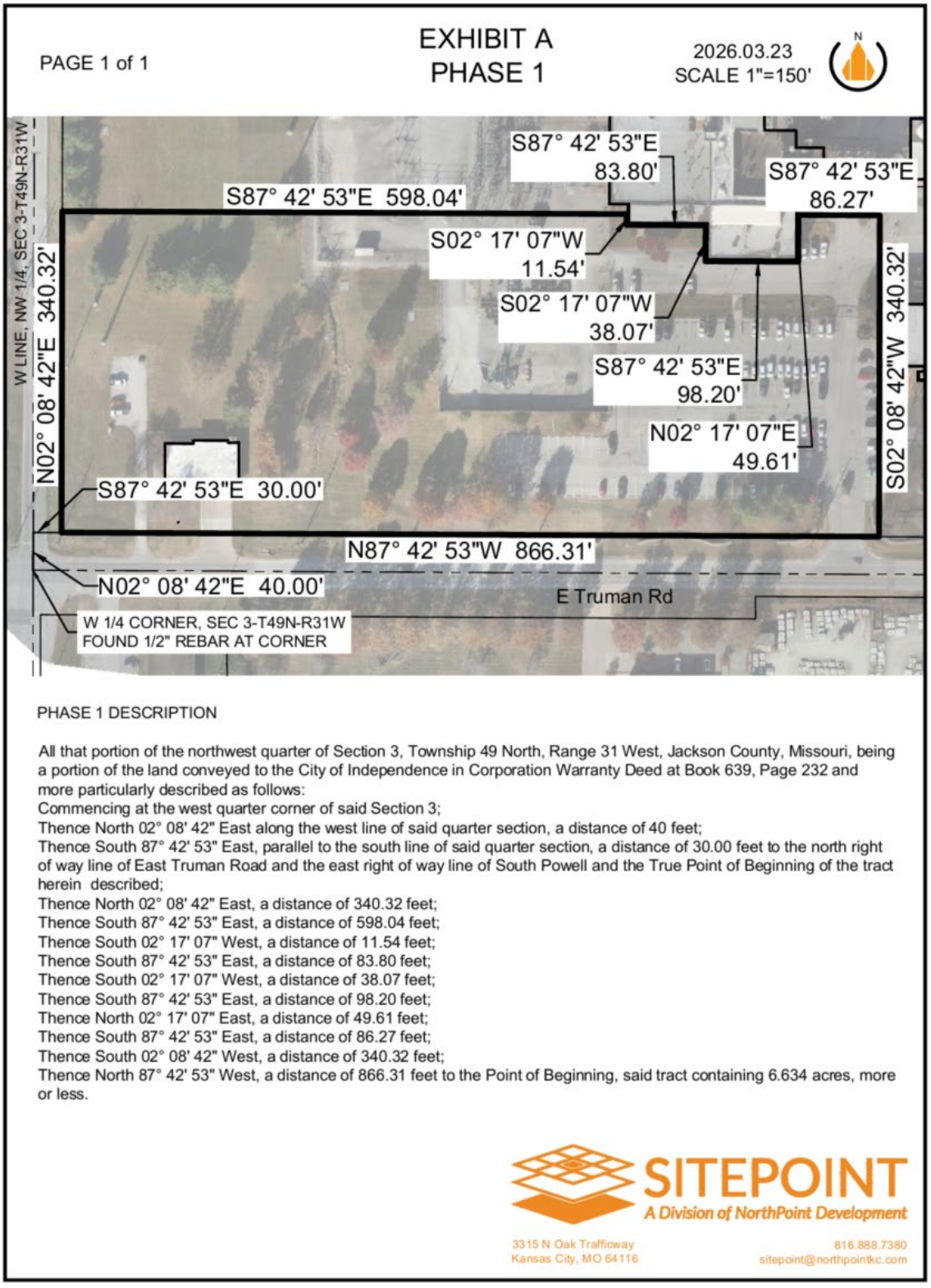
IPP TRUMAN LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

[*Signature Page to Ground Lease*]

EXHIBIT A

Depiction of Land



PHASE 1 DESCRIPTION

All that portion of the northwest quarter of Section 3, Township 49 North, Range 31 West, Jackson County, Missouri, being a portion of the land conveyed to the City of Independence in Corporation Warranty Deed at Book 639, Page 232 and more particularly described as follows:
Commencing at the west quarter corner of said Section 3;
Thence North 02° 08' 42" East along the west line of said quarter section, a distance of 40 feet;
Thence South 87° 42' 53" East, parallel to the south line of said quarter section, a distance of 30.00 feet to the north right of way line of East Truman Road and the east right of way line of South Powell and the True Point of Beginning of the tract herein described;
Thence North 02° 08' 42" East, a distance of 340.32 feet;
Thence South 87° 42' 53" East, a distance of 598.04 feet;
Thence South 02° 17' 07" West, a distance of 11.54 feet;
Thence South 87° 42' 53" East, a distance of 83.80 feet;
Thence South 02° 17' 07" West, a distance of 38.07 feet;
Thence South 87° 42' 53" East, a distance of 98.20 feet;
Thence North 02° 17' 07" East, a distance of 49.61 feet;
Thence South 87° 42' 53" East, a distance of 86.27 feet;
Thence South 02° 08' 42" West, a distance of 340.32 feet;
Thence North 87° 42' 53" West, a distance of 866.31 feet to the Point of Beginning, said tract containing 6.634 acres, more or less.

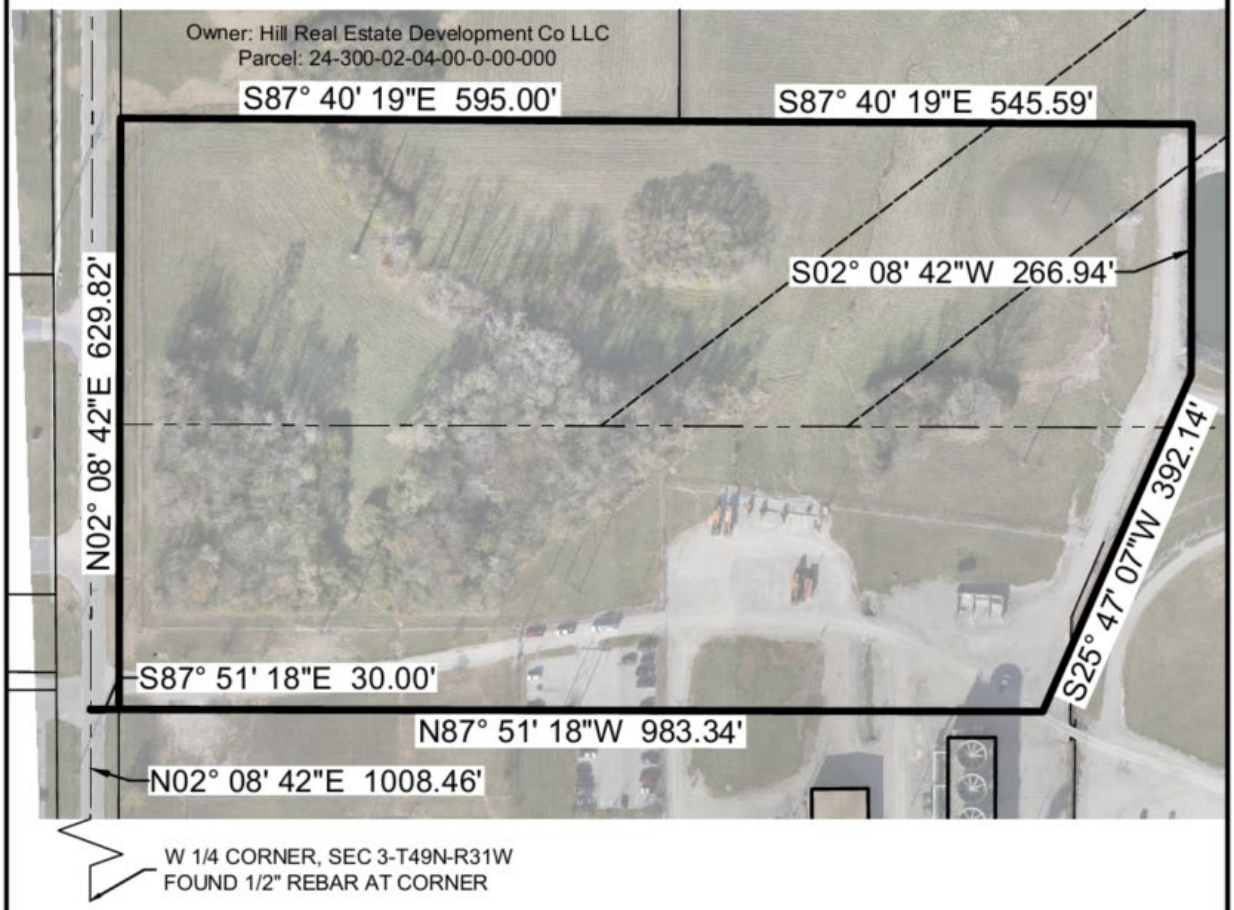
SITEPOINT
A Division of NorthPoint Development
3315 N Oak Trafficway
Kansas City, MO 64116
816.888.7380
sitepoint@northpointkc.com

Exhibit A-1

PAGE 1 of 1

EXHIBIT A
PHASE 2

2026.03.20
SCALE 1"=200'



PHASE 2 DESCRIPTION

All that portion of the northwest quarter of Section 3, Township 49 North, Range 31 West, Jackson County, Missouri, being a portion of the land conveyed to the City of Independence in Corporation Warranty Deed at Book 639, Page 232 and more particularly described as follows:
Commencing at the west quarter corner of said Section 3;
Thence North 02° 08' 42" East along the west line of said quarter section, a distance of 1008.46 feet;
Thence South 87° 51' 18" East, a distance of 30.00 feet to the east right of way line of South Powell and the true POINT OF BEGINNING of the tract herein described;
Thence North 02°08'42" East, a distance of 629.82 feet to the common line with lands owned now or formerly by Hill Real Estate Development Co LLC;
Thence South 87°40'19" East, a distance of 595.00 feet to the southeast corner of said Hill Real Estate lands;
Thence continuing South 87°40'19" East, a distance of 545.59 feet;
Thence South 02°08'42" West, a distance of 266.94 feet;
Thence South 25°47'07" West, a distance of 392.14 feet;
Thence North 87°51'18" West, a distance of 983.34 feet to the true POINT OF BEGINNING. Said tract containing 688,040 square feet or 15.80 acres more or less.

SITEPOINT
A Division of NorthPoint Development
3315 N Oak Trafficway
Kansas City, MO 64116
816.888.7380
sitepoint@northpointkc.com

Exhibit A-2

EXHIBIT B

Permitted Encumbrances

As mutually agreed to by the Parties in writing at a later date.

EXHIBIT C

Form of Memorandum of Ground Lease

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "**Memorandum**"), is effective as of _____, 20__, by the City of Independence, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri ("**Landlord**"), and INDEPENDENCE POWER PARTNERS, LP, a Delaware limited partnership ("**Tenant**")

W I T N E S S E T H:

This Memorandum hereby provides notice that Landlord leases to Tenant certain real property located in Independence, Jackson County, Missouri and legally described on Exhibit A attached hereto (the "**Premises**"), on such terms as are described in that certain Ground Lease between Landlord and Tenant dated and effective as of _____, _____ ("**Lease**").

The lease of the Premises is made pursuant to the terms, covenants and conditions contained in the Lease and commences on the date of expiration or earlier termination of that certain Lease Agreement by and between the City of Independence, Missouri, as landlord, and Tenant, as tenant, dated as of _____, regarding the Premises. The Lease expires on such subsequent date as is provided for in the Lease (the term thereof, as may be extended, the "**Term**").

This Memorandum also provides notice of Landlord's option to purchase Improvements constructed pursuant to the Lease, as more particularly described therein.

It is the intention of the parties that this Memorandum is for notice purposes only and does not modify and/or amend the Lease, and reference should be made to the Lease for the precise terms and provisions thereof. To the extent of any inconsistency between the Lease and this Memorandum, the terms of the Lease shall prevail.

[*SIGNATURES ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, this Memorandum has been executed by Landlord and is effective as of the day and year as set forth above.

LANDLORD:

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, _____ _____ of the City of Independence, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, known to me to be the person who executed the instrument within and who duly acknowledged execution of the same on behalf of said City of Independence.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

_____

Name: _____

NOTARY PUBLIC

My Commission Expires:

_____

TENANT:

INDEPENDENCE POWER PARTNERS, LP, a Delaware limited partnership

By:_____
Name:_____
Title:_____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, _____ _____ of Independence Power Partners, a Delaware limited partnership, known to me to be the person who executed the instrument within and who duly acknowledged execution of the same on behalf of said partnership.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

_____

Name: _____

NOTARY PUBLIC

My Commission Expires:

_____

EXHIBIT A
TO MEMORANDUM OF GROUND LEASE

Legal Description

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "**Agreement**") is hereby made and entered into as of the ____ day of _____, 2026, by and between the City of Independence, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri ("**City**"), and IPP TRUMAN LLC, a Missouri limited liability company ("**IPP**").

W I T N E S S E T H

WHEREAS, City and IPP entered into that certain Lease Agreement dated as of _____ (the "**Lease**") whereby City leased to IPP certain Premises located in Independence, Missouri, as more particularly described in the Lease; and

WHEREAS, IPP intends to build the Project on the Premises (as such terms are defined in the Lease), in connection with which IPP has requested, and City is willing to grant, a temporary license over the property depicted as the "Laydown Area" on the attached Exhibit A (the "**Licensed Premises**") for the purposes hereinafter set forth on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and IPP agree as follows:

1. **Definitions**. All defined terms that are not defined in this Agreement shall have the meanings ascribed to them in the Lease, as the context may require.

2. **License**. City hereby grants to IPP a temporary, exclusive license (the "**License**") to enter upon and use the Licensed Premises solely for the purposes of, or in connection with, (a) staging, storage and parking of construction materials, equipment, and vehicles for the construction, maintenance and repair of the Project; (b) fabrication of components necessary for the Project; (c) demolition of existing improvements at the Premises; (d) sandblasting and other activities reasonably required for completion of the Project (collectively, the "**Authorized Activities**"); and for no other purposes whatsoever without the prior written consent of City, not to be unreasonably withheld, conditioned, or delayed. IPP may grant its agents, employees, engineers and contractors (the "**Authorized Parties**") the right to enter the Licensed Premises for the sole purpose of conducting the Authorized Activities. The Authorized Activities shall occur only within the boundaries of the Licensed Premises and the Premises and nothing contained in this Agreement shall be deemed to authorize activities or disturbances outside the Licensed Premises or the Premises except that the License shall include rights of ingress and egress over and across existing drives (and such other areas as City and IPP may mutually agree) between the Licensed Premises and the Project. This License is a temporary, revocable permission and does not convey, and shall not be construed to convey, any estate or interest in real property. Subject to any applicable cure periods under this Agreement or the Lease, the City agrees that this License shall not be revoked or terminated prior to expiration of the Term except in event of IPP's default under this Agreement or the Lease.

3. **Term; Termination**. The License granted herein shall have a term ("**Term**") commencing on the Effective Date of the Lease and expiring on the earlier of (i) completion of the Project construction work date (including all phases thereof) and (ii) the date that is four (4) years following the Effective Date. Upon the expiration or other termination of the License, IPP shall, at its sole cost and expense, immediately remove all equipment, materials, debris, and other property placed on the Licensed Premises and shall, subject to IPP's obligations under Section 9 hereof, return the Licensed Premises to the condition existing on the date hereof, including removal of the temporary fencing described in Section 5 hereof, reasonable wear and tear and acts of nature excepted. If IPP fails to complete removal or restoration within the time reasonably required by the City, the City may, but is not obligated to, perform such work and recover its reasonable actual costs from IPP. No expiration or termination of the License shall relieve IPP of any obligations that expressly survive termination of either this Agreement or the Lease.

4. **Use of Licensed Premises**. The Authorized Activities shall be at the sole cost, risk and expense of IPP. IPP hereby agrees that City shall not be responsible or liable for any loss, damage, or destruction to the Facility or to any materials, equipment or other personal property of IPP or the Authorized Parties, whether caused by vandalism, theft, casualty, or other cause, and that City shall not be responsible or obligated to provided security for the Licensed Premises, any property of IPP, or property of the Authorized Parties. IPP's use of the Licensed Premises shall comply with all applicable federal, state and local laws, rules and regulations. In addition, IPP shall comply with all reasonable directives from the City or City's agents or employees in connection with IPP's activities on the Licensed Premises and shall comply with all City safety, security, environmental, and operational policies and requirements as they may be amended from time to time.

5. **Security**. IPP, at its own expense, shall install and maintain any security measures that are required at the Licensed Premises by applicable laws and permits. The City shall have no obligation to provide security for the Licensed Premises or for any materials, equipment or other property of IPP or the authorized Parties, and no action or inaction by the City shall be construed as assuming such responsibility.

6. **Assignment**. The License is personal to IPP and may not be assigned without City's written consent except that it may be assigned, without City's consent, by IPP to any entity controlling, controlled by, or under common control with IPP. However, any permitted assignment without City's written consent, shall include prior written notice to City of the new entity controlling, controlled by, or under common control with IPP.

7. **Indemnity**. IPP shall indemnify, assume the defense of and hold free and harmless City from any and all obligations, liabilities, claims, demands, losses, damages, cost, fines, penalties, expenses or causes of action, including reasonable attorneys fees, whatsoever in any way due to, arising out of, related to, or resulting from the activities or omissions of IPP or its Authorized Parties on or in close proximity to the Licensed Premises pursuant to this Agreement, except to the extent attributable to the willful misconduct or negligence of City or any of its employees, agents, officers, or contractors. Further, IPP hereby assumes any risk associated with its entry upon, presence on, or use of the Licensed Premises. IPP does hereby

release and discharge City, to the extent permitted by law, from any liability for loss, damage or injury incurred by IPP or its Authorized Parties arising out of IPP's entry or presence upon the Licensed Premises or the activities of IPP or the Authorized Parties thereon, except to the extent attributable to the willful misconduct or negligence of City or any of its employees, agents, officers, or contractors. This Section 7 shall survive the termination of this Agreement.

8. **Insurance**. The insurance policies required to be maintained by IPP pursuant to Article 9 of the Lease shall provide coverage for the Licensed Premises, IPP's, and its Authorized Parties' activities on or in connection with the Licensed Premises, and for all obligations assumed by IPP under this Agreement. Such policies shall be endorsed as necessary to ensure that coverage applies to the Licensed Premises and the activities authorized herein. IPP shall deliver or shall cause the Authorized Parties to deliver additional Certificates of Insurance and all required endorsements evidencing compliance with the foregoing requirements prior to entry onto the Licensed Premises. All such insurance and certificates shall be maintained current for the duration of IPP's use of the Licensed Premises.

9. **Condition of Licensed Premises**. IPP acknowledges that the City has made no representations or warranties, express or implied, regarding the condition of the Licensed Premises or its suitability for IPP's intended use. This Agreement is subject to all physical conditions and defects on, beneath, above, or otherwise affecting the Licensed Premises, whether such defects are natural or man-made, latent or openly visible, known or unknown, including without limitation any presence of hazardous chemicals, liquids or solids or any other environmental conditions. IPP hereby accepts the condition of the Licensed Premises in its "as is" condition.

10. **Utilities and Taxes**. IPP shall, at its sole cost and expense, be responsible for bringing, installing, and maintaining any necessary utilities to the Licensed Premises and for paying all charges, fees, and assessments associated with the connection, installation, and use of such utilities. IPP shall be solely responsible for all personal property taxes, assessments, and other charges levied on any of IPP's or the Authorized Parties' personal property, equipment, or materials located on or used in connection with the Licensed Premises. The City shall have no obligation to pay for utilities or to pay any taxes or charges associated with IPP's or its Authorized Parties' property or activities.

11. **Liens**. IPP shall not to permit or suffer and, to the extent permitted or suffered, agrees to cause to be removed and released, any mechanic's lien, materialmen's or other lien or encumbrance to be filed or asserted against the Licensed Premises or any interest of the City arising out of or relating to supplies, machinery, tools, equipment, labor or materials furnished or used in connection with entry or work upon the Licensed Premises by IPP or the Authorized Parties. IPP shall have the right, however, at its sole cost and expense, in its name or, with the consent of City (which consent shall not be unreasonably withheld, conditioned, or delayed), in the name of City, or in the name of both with the consent of City, to contest, within the time required by applicable law, but in no event more than ten (10) days after written notice from the City, any such lien, provided a) IPP provides a bond or other security reasonably acceptable to City in an amount sufficient to release the lien; b) the contest is diligently pursued; and c) the contest does not, in City's reasonable judgment, jeopardize City's interest in the Licensed

Premises. IPP shall indemnify, hold harmless and defend City from and against any claims, liabilities, loss, damages, costs or expenses, including reasonable attorneys' fees, which City may incur arising out of or relating to any such liens or claims of liens filed against the Licensed Premises as a result of IPP's or its Authorized Parties' acts or omissions.

12. **Default and Remedies**. In the event of a default by IPP under this Agreement or the Lease Agreement, and failure to cure such default within sixty (60) days following written notice from City (or, if the default is under the Lease Agreement, following such other applicable notice and cure rights as are provided for in the Lease Agreement), the City may, by written notice to IPP, terminate the License and pursue the remedies set forth herein, provided that if the default is of such nature that it cannot reasonably be cured within such 60-day period and IPP diligently and continuously pursues the cure to completion, IPP shall have such additional time as the parties reasonably mutually determine is required for same. Notwithstanding the foregoing, in event of an IPP default that is not capable of cure, or that poses an immediate threat to public health, safety, or City Property, City shall be entitled to terminate the License immediately upon written notice to IPP. Upon termination for IPP's default, the City shall be entitled to recover from IPP all the cost of any actual damages (but not punitive, special, or consequential damages) incurred by City as a result thereof.

13. **Notices**. All notices and other communications given pursuant to this Agreement shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified herein, (2) hand delivered to the intended addressee, or (3) sent by a nationally recognized overnight courier service. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

If to IPP:	Independence Power Partners c/o Exigent Energy 4851 LBJ Freeway, Suite 325 Dallas, TX 75244 Attn: General Counsel
With a Copy to:	Exigent Energy c/o Exigent Energy 4851 LBJ Freeway, Suite 325 Dallas, TX 75244 Attn: Creede Williams email: cwilliams@exigentenergy.com
With a Copy to:	NorthPoint Development, LLC 3315 N. Oak Trafficway Kansas City, MO 64116 Attn: Nathaniel Hagedorn email: nhagedorn@northpointkc.com
And with a Copy to:	Polsinelli PC

900 W. 48th Place, Suite 900
Kansas City, Missouri 64112
Attn: Korb Maxwell
email: kmaxwell@polsinelli.com

If to City: City of Independence, Missouri
20201 E. Jackson Drive
Independence, MO 64057
Attention: City Manager

With a copy to: Independence Power & Light
20201 E. Jackson Drive
Independence, MO 64057
Attention: Director

14. **Attorney's Fees**. In any action, proceeding, or claim arising out of or relating to a breach or default under the terms of this Agreement, then the prevailing party shall be entitled to reimbursement from the non-prevailing party of all reasonable attorney's fees and costs incurred in connection with such action, as a result of such breach or default. For purposes of this Section "prevailing party" means the party that obtains substantially the relief sought, whether by Judgment, settlement, or dismissal.

15. **Modification in Writing**. Any modification, amendment, or waiver of any provision of this Agreement shall not be effective unless pursuant to an instrument in writing, executed by City and IPP. No course of dealing, delay, or failure to enforce any provision shall be construed as a modification, amendment, or waiver of such provision or of any right under this Agreement.

16. **Headings**. The headings herein are for convenience and reference only and are not intended in any way to define or limit the scope or content of this Agreement or to affect in any way its provisions.

17. **No Waiver**. No waiver of any provision hereof shall be deemed to constitute or imply a further waiver thereof of any other provision set forth herein.

18. **No Third-Party Beneficiaries**. The agreements contained herein are solely for the benefit of the parties hereto and no other person or entity shall be a third-party beneficiary thereof.

19. **Severability**. Should any provision hereof be declared invalid by a legislative, administrative or judicial body of competent jurisdiction, the other provisions hereof shall remain in full force and effect and shall be unaffected by same.

20. **Entire Agreement**. This Agreement contains the entire agreement of the parties with respect to the subject matter addressed herein.

21. **Governing Law**. The terms of this Agreement shall be governed by and interpreted in accordance with the law of the State of Missouri without regard to its principles of conflicts of law.

22. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, effective as of the day and year first above written.

CITY:

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Lisa Reynolds
Title: Interim City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

IPP:

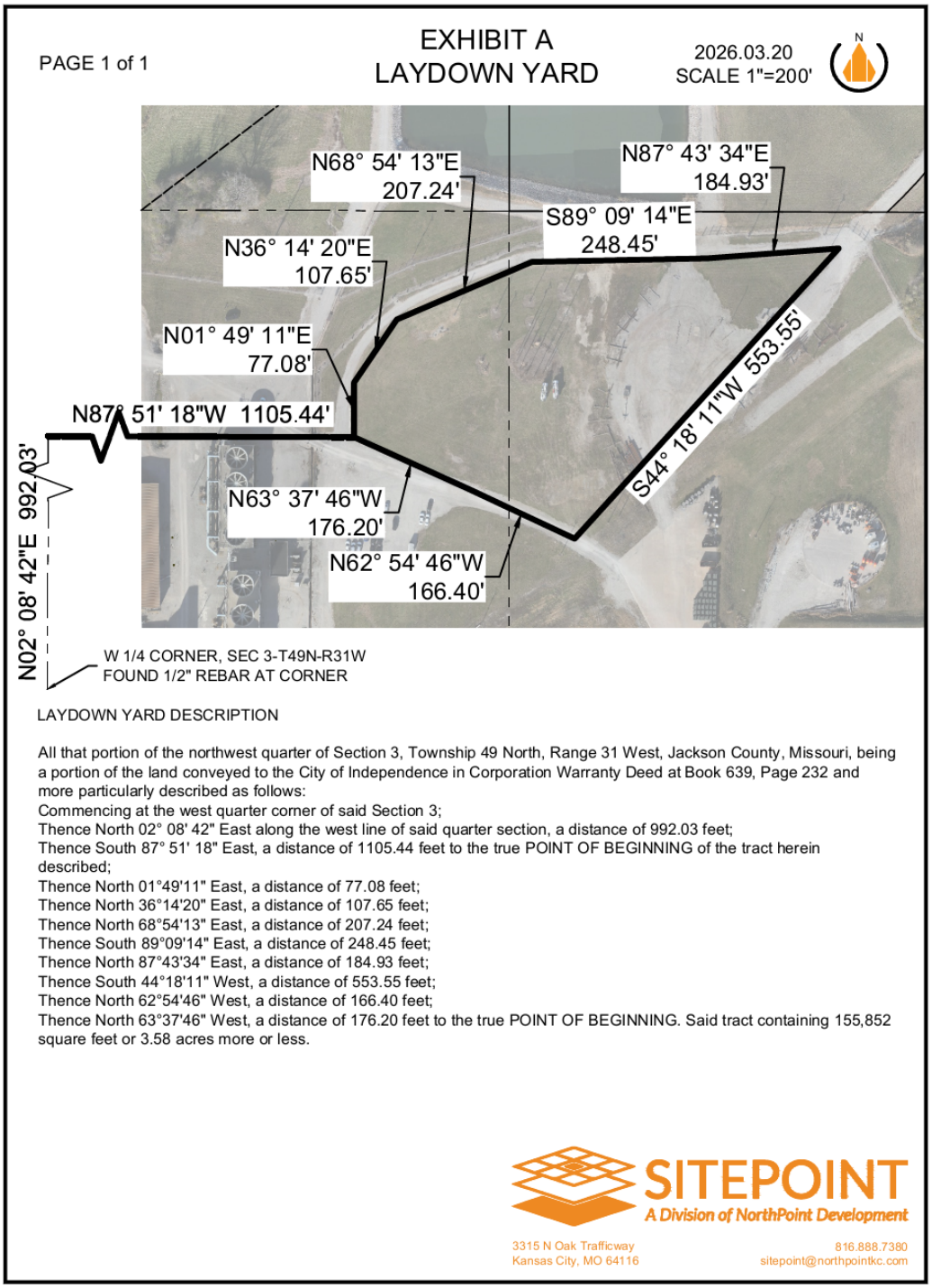
IPP TRUMAN LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

Depiction of Licensed Premises

(Labeled as "Laydown Yard")



LAYDOWN YARD DESCRIPTION

All that portion of the northwest quarter of Section 3, Township 49 North, Range 31 West, Jackson County, Missouri, being a portion of the land conveyed to the City of Independence in Corporation Warranty Deed at Book 639, Page 232 and more particularly described as follows:
Commencing at the west quarter corner of said Section 3;
Thence North 02° 08' 42" East along the west line of said quarter section, a distance of 992.03 feet;
Thence South 87° 51' 18" East, a distance of 1105.44 feet to the true POINT OF BEGINNING of the tract herein described;
Thence North 01°49'11" East, a distance of 77.08 feet;
Thence North 36°14'20" East, a distance of 107.65 feet;
Thence North 68°54'13" East, a distance of 207.24 feet;
Thence South 89°09'14" East, a distance of 248.45 feet;
Thence North 87°43'34" East, a distance of 184.93 feet;
Thence South 44°18'11" West, a distance of 553.55 feet;
Thence North 62°54'46" West, a distance of 166.40 feet;
Thence North 63°37'46" West, a distance of 176.20 feet to the true POINT OF BEGINNING. Said tract containing 155,852 square feet or 3.58 acres more or less.

SITEPOINT
A Division of NorthPoint Development
3315 N Oak Trafficway
Kansas City, MO 64116
816.888.7380
sitepoint@northpointkc.com

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-031 **2R** An ordinance amending Chapter 1, Article 16, of the Code of Ordinances of the City of Independence, Missouri, by adding a Code of Ethics. **2R**

Recommendations:

Council approval is recommended.

Background:

On July 11, 2022, the Independence City Council adopted Resolution No. 6823, which created the Mayor's Advisory Commission on Ethics Reform. On May 30, 2023, the Mayor's Advisory Commission on Ethics Reform submitted a proposed Code of Ethics to the City Council. The City Council reviewed and discussed the proposed Code of Ethics at multiple City Council Study Sessions, which resulted in the revised Code of Ethics.

Emergency Justification:

Fiscal Impact:

NA

Council Action:

Department / Contact Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ethics Code - ORDINANCE, 3.27.26
2. Ethics Code - ATTACHMENT TO ORDINANCE, 3.27.26
3. Ethics Code - REDLINE, 3.23.26
4. Ethics Code - SUMMARY, 3.27.26

Code of Ethics Amendment
4/20/26 JC

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 1, ARTICLE 16, OF THE CODE OF ORDINANCES OF THE CITY OF INDEPENDENCE, MISSOURI, BY ADDING A CODE OF ETHICS

WHEREAS, on July 11, 2022, the Independence City Council adopted Resolution No. 6823, which created the Mayor's Advisory Commission on Ethics Reform; and,

WHEREAS, on May 30, 2023, the Mayor's Advisory Commission on Ethics Reform submitted a proposed Code of Ethics to the City Council; and,

WHEREAS, after reviewing and discussing the proposed Code of Ethics at multiple Study Sessions, the Council now desires to adopt the revised Code of Ethics.

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

Section 1. That Chapter 1, Agencies, Officers, Employees and Elections, Article 16, Board of Ethics, of the Code of Ordinances, City of Independence, Missouri, is hereby renamed as "Code of Ethics," and is amended pursuant to the attached document.

Section 2. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval pursuant to the City Charter.

PASSED THIS ____ DAY OF ARPIL 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

City of Independence, Missouri Code of Ethics

Ordinance _____

ARTICLE 16. CODE OF ETHICS

DIVISION 1. - DECLARATION OF POLICY
- Sec. 1.16.001. Statement of purpose.
- Sec. 1.16.002. Definitions.

DIVISION 2. - CURRENT CITY OFFICIALS AND EMPLOYEES
- Sec. 1.16.003. Conflicts of interest.
- Sec. 1.16.004. Unfair advancement of private interests.
- Sec. 1.16.005. Gifts.
- Sec. 1.16.006. Confidential information.
- Sec. 1.16.007. Representation of private interests.
- Sec. 1.16.008. Conflicting outside employment.
- Sec. 1.16.009. Public property and resources.
- Sec. 1.16.010. Political activity.
- Sec. 1.16.011. Actions of others.
- Sec. 1.16.012. Prohibited interests in contracts.
- Sec. 1.16.013. Persons required to report suspected violations.
- Sec. 1.16.014. Whistleblower protections.

DIVISION 3. - FORMER CITY OFFICIALS AND EMPLOYEES
- Sec. 1.16.015. Continuing confidentiality.
- Sec. 1.16.016. Subsequent representation of private interests.
- Sec. 1.16.017. Prior participation in the negotiation, awarding or administration of contracts.
- Sec. 1.16.018. Prohibited interest in discretionary contracts.

DIVISION 4. - PERSONS DOING BUSINESS WITH THE CITY
- Sec. 1.16.019. Business with the City.
- Sec. 1.16.020. Prohibited and permitted contacts.
- Sec. 1.16.021. Disclosure of contact with City official or employee.
- Sec. 1.16.022. Political contributions.
- Sec. 1.16.023. Rescission of approval.
- Sec. 1.16.024. Prohibited actions by lobbyist compensated by the City.

DIVISION 5. - FINANCIAL DISCLOSURE
- Sec. 1.16.025. Financial Interest Statement.

DIVISION 6 – CAMPAIGN FINANCE
- Sec. 1.16.026. Compliance with State and Federal law.

DIVISION 7. - BOARD OF ETHICS
Sec. 1.16.027. Structure of the Board of Ethics.
Sec. 1.16.028. Jurisdiction and powers.
Sec. 1.16.029. Requests for Advisory Opinions.
Sec. 1.16.030. Complaints.
Sec. 1.16.031. City Counselor's Office.
Sec. 1.16.032. Board of Ethics procedures.
Sec. 1.16.033. Hearing procedure.
Sec. 1.16.034. Disposition.
Sec. 1.16.035. Frivolous Complaints.
Sec. 1.16.036. Finality of Opinions.
Sec. 1.16.037. Public records and open meetings.

DIVISION 8. - ADMINISTRATIVE PROVISIONS
Sec. 1.16.038. Other obligations.
Sec. 1.16.039. Distribution and training.
Sec. 1.16.040. Severability.
Sec. 1.16.041—1.16.999. Reserved.

DIVISION 1. DECLARATION OF POLICY

Sec. 1.16.001. Statement of purpose.

Public service is a public trust. It is essential in a democratic system that the public has confidence in the integrity, independence, and impartiality of those who act on their behalf in government. To help maintain trust and confidence in the City government it is necessary that all City officials and employees adhere to the principles of ethical conduct in this Code of Ethics and the City Charter and to scrupulously avoid the appearance of impropriety at all times.

This Code of Ethics establishes standards of conduct and disclosure requirements relating to current and former City officials, employees, board members, candidates for public office, and persons and entities doing business with the City.

Sec. 1.16.002. Definitions.

As used in this Code of Ethics, the following words and phrases have the meaning ascribed to them in this section, unless the context requires other or more specific definitions set forth elsewhere in this code apply:

(a) *Acceptance.* A written or verbal indication that someone agrees; "Acceptance" of an offer of subsequent employment or business opportunities includes legally binding contracts and all informal understandings that the parties expect to be carried out. An agreement, either by express act or by implication from conduct to the terms of an offer so that a binding contract is formed.

(b) *Affiliated.* Entities are "affiliated" if one is the parent or subsidiary of the other or if they are subsidiaries of the same parent entities.

(c) *Affinity.* Relationship by "affinity" is defined as:

(1) two individuals are related to each other by affinity if

a. they are married to each other, or living together as domestic partners; or

b. the spouse or domestic partner of one of the individuals is related by the fourth degree of consanguinity to the other individual.

(2) The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage (unless a child of the marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives).

(d) *Before the City.* Representation or appearance "before the City" means before the City Council; before a board, commission, or other City entity; or before a City official or employee. Representation "before the City" does not include representation before a board where members of that board are not wholly appointed by the City Council.

(e) *Benefit.* "Benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including a benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

(f) *Business days.* "Business days" means the days of the week, Monday through Friday, in which the administrative offices of the City are open for business.

(g) *Candidate.* "Candidate" means a person who knowingly and willingly takes affirmative action for the purpose of gaining nomination or election to public office or for the purpose of satisfying financial obligations incurred by the person in connection with the campaign for nomination or election. Examples of affirmative action include:

(1) The filing of a campaign treasurer appointment;

(2) The filing of an application for a place on a ballot;

(3) The making of an official announcement to the public at large of a definite intent to run for public office in a particular election, regardless of whether the specific office is mentioned in the announcement;

(4) The making of a statement of definite intent to run for public office and the soliciting of support by letter or other mode of communication; or

(5) The soliciting or accepting of a campaign contribution or the making of a campaign expenditure.

(h) *City.* "City" means the City of Independence.

(i) *Code of Ethics.* "Code of Ethics," or "this Code" means Divisions 1 through 8 of this Article, its amendment(s) and enhanced definitions.

(j) *Complainant.* "Complainant" means an individual who has filed a complaint with the City Clerk as provided in Section 1.16.030.

(k) *Confidential information.* "Confidential information" includes all information held by the City that is not available to the public and any information from a meeting closed to the public.

(l) *Consanguinity.* Relationship by "consanguinity" (by blood) is defined by the fourth degree of consanguinity: spouse, children, parents (first degree); brothers/sisters, grandchildren, grandparents (second degree); uncles/aunts, nephews/nieces, great grandchildren, great grandparents (third degree); great nephews/great nieces, first cousins, great uncles, great aunts, and great great grandparents (fourth degree). Step and half relationships are considered the same as blood relationships.

(m) *Discretionary contract.* "Discretionary contract" means any contract other than those which are awarded on a low or high qualified bid basis.

(n) *Doing business*. Doing or seeking to do business with the City includes, but is not limited to, individuals and entities that are parties, partners and/or parent business entities and/or subsidiary business entities of any individuals and entities that are parties to a discretionary contract that seek or have low-bid contracts with the City.

(o) *Domestic partners*. A person who is in a committed relationship with and lives with a City official or employee.

(p) *Economic interest.* "Economic interest" includes, but is not limited to, legal or equitable property interests in land, personal property, and intangibles, and contractual rights having more than de minimis value. Service by a City official or employee as an official, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic organization does not create for that City official or employee an economic interest in the property of the organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an economic interest in such securities or other

assets unless the person in question participates in the management of the fund. Ownership of stock in a publicly traded corporation does not constitute ownership for purposes of this code if the employee or official owns less than ten (10) percent of the voting stock or shares of the entity.

(q) *Employee*. The term "employee" or "City employee" is any person listed on the City payroll as an employee, whether part-time or full-time.

(r) *Entity*. "Entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, joint-venture, or any other entity recognized by law, including non-profit entities.

(s) *Former City official or employee.* A "former City official" or "former City employee" is a City official or employee whose City duties have ended.

(t) *Gift.* A voluntary transfer of property or the conferral of a benefit worth more than ten dollars ($10.00).

(u) *Household.* All persons sharing a dwelling unit, permanently or temporarily, without regard to whether they are related to each other by marriage or blood excluding guests.

(v) *Indirect ownership.* A person "indirectly owns" an equity interest in an entity where the interest is held through a series of entities, some of which own interests in others.

(w) *Notice.* A written, typed or printed characters sent or delivered personally, by mail to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of mail delivery, it would have been delivered, which shall be presumed to be five business days. Notice sent by SMS to a listed phone or by email to a listed email address shall be deemed to be received on the day sent. Actual notice by the recipient shall be conclusive of notice receipt.

(x) *Official.* The term "official" or "City official" includes the following persons: all salaried employees of the City, elected office holders, members of all boards, commissions, committees, and other bodies created by the City Council pursuant to federal or state law or City ordinance, including entities that may be advisory only in nature, who are appointed by the Mayor, the City Council, or who are designated in the by-laws or organization papers of the entity to serve on behalf of the City; and board members of any entity who are appointed by the Mayor or City Council to such board membership. The term shall include any individuals or entities operating under an employment agreement with the City.

(y) *Official action.* "Official action" includes:

(1) Any intentional act (including the making of a recommendation) within the scope of, or in violation of, an official or employee's duties, and

(2) Any failure to act, if the official or employee is under a duty to act and knows that inaction is likely to affect substantially an economic interest of the official or employee or any person or entity listed in Subsections 1.16.003(a)(2)-(8).

(z) *Official announcement.* A statement to the public at large from a person of the person's intent be a candidate as defined herein.

(aa) *Official Information*. Information gathered pursuant to the power or authority of City government.

(bb) *Ownership.* Having or holding a beneficial interest in property of any kind either directly or indirectly.

(cc) *Partner.* Someone who engages in an activity or undertaking with another; "partner" includes partners in general partnerships, limited partnerships, and joint ventures. One who shares or takes part with another, especially in a venture with shared benefits and shared risks.

(dd) *Personally and substantially participated.* To have taken action as an official or employee through decision, approval, disapproval, recommendation, giving advice, investigation or similar action. The fact that the person had responsibility for a matter does not by itself establish that the person "personally and substantially participated" in the matter.

(ee) *Representation.* The action of speaking or acting on behalf of someone or an entity, a presentation of fact—either by words or by conduct—made to induce someone to act.

(ff) *Respondent.* An individual identified in a sworn complaint to have allegedly violated the Code of Ethics.

(gg) *Solicitation.* Actively seeking or requesting employment or business opportunities including all forms of proposals and negotiations relating thereto.

DIVISION 2. CURRENT CITY OFFICIALS AND EMPLOYEES

Sec. 1.16.003. Conflicts of interest.

(a) A City official or employee shall not take any official action that is likely to exclusively affect the economic interests of:

(1) The official or employee;

(2) The official or employee's parent, child, spouse, domestic partner, or other family member within the fourth degree of consanguinity or affinity;

(3) The official or employee's outside client;

(4) A member of the official or employee's household;

(5) The outside employer of the official or employee or a parent, child, spouse, domestic partner, or member of the household of the official or employee.

(6) An entity or an affiliate or partner of the entity in which the official or employee knows that any of the persons listed in Subsections (a)(1) or (a)(2) holds an economic interest as that term is defined in Section 1.16.002;

(7) An entity for which the City official or employee serves as an official or director or in any other decision or policy making position;

(8) A person or entity with whom, within the past twelve (12) months:

a. The official or employee, or the official's or employee's spouse or domestic partner, directly or indirectly has:

1. Solicited an offer of employment for which the application is still pending;

2. Received an offer of employment which has not been rejected; or

3. Accepted an offer of employment; or

b. The official or employee, or the official's or employee's spouse or domestic partner, directly or indirectly engaged in negotiations pertaining to business opportunities, where such negotiations are pending or not terminated.

(b) *Future Employment of City Officials*.

(1) A City official is prohibited from making, participating in making, or using an official position to influence a decision involving the interests of a person with whom the City official, or the City official's parents, spouse, domestic partner, children, or household members are seeking, negotiating, or securing an agreement concerning future employment.

(2) It is prohibited for any person who has a matter pending before the City to negotiate, directly or indirectly, the possibility of future employment of a City official, or the City official's parents, spouse, domestic partner, children, or household members, if that City official is making, participating in making, or using an official position to influence, a decision concerning the matter.

(c) *Recusal and disclosure.*

(1) A City official or employee whose conduct would otherwise violate Section 1.16.003(a) must recuse oneself.

(2) From the time that the conflict is, or should have been recognized, the official or employee shall immediately refrain from further participation in the matter, including discussions with any persons likely to consider the matter.

(3) If a City official or employee other than a member of a board must recuse, they must promptly bring the conflict to the attention of the immediate supervisor who will then, if necessary, reassign responsibility for the matter to another person.

(4) If a member of a board must recuse, they must promptly disclose the conflict to other members of the board and not be present during the board's discussion of, or voting on, the matter.

Sec. 1.16.004. Unfair advancement of private interests.

(a) A City official or employee may not use their position to unfairly advance or impede private interests, to attempt to unfairly advance or impede private interest, to grant or secure, or attempt to grant or secure, for any person any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A City official who represents that an advantage to a person will be provided based on the official's position violates this Section.

(b) The following applies in addition:

(1) *Acquisition of interest in impending matters.* A City official or employee shall not acquire an interest in, or be affected by, any contract, transaction, zoning decision, or other matter, if the official or employee knows, or has reason to know, that the interest will be directly or indirectly affected by impending official action by the City.

(2) *Quid pro quos*. A City official or employee may not enter into an agreement or understanding with any other person if that action by the official or employee will be rewarded or reciprocated by that person, directly or indirectly. A City official or employee may not enter into or attempt to enter into an agreement or understanding with any other person in exchange for the City official or employee taking official action or attempting to take official action which the City official or employee believes will be rewarded or be reciprocated by that person, directly or indirectly. Official action includes, but is not limited to, voting.

(3) *Appointment of relatives.* A City official or employee shall not appoint or employ or vote to appoint or employ any relative within the fourth degree of consanguinity or affinity or any member of the City official's or employee's household to any office or position within the City.

(4) *Supervision of relatives*. No official or employee shall be permitted to be in the line of supervision of a person within the fourth degree of consanguinity or affinity or any member of the official's or employee's household. Department heads are responsible for enforcing this policy. If an employee, by reason of marriage, promotion, reorganization, or otherwise, is placed into the line of supervision of such a person, one of the employees will be reassigned or other appropriate arrangements will be made for supervision.

(c) *Violations.* A City official or employee whose conduct would otherwise violate this section shall adhere to the recusal and disclosure provisions provided in Subsection 1.16.003(c).

Sec. 1.16.005. Gifts.

(a) *Generally.*

(1) A City official or employee shall not solicit, accept, or agree to accept any gift or benefit:

a. That reasonably tends to influence or reward official action; or

b. That the official or employee knows or should know is being offered with the intent to influence or reward official action.

(2) A City official or employee may accept a public award or reward for meritorious service of professional achievement, provided that the award or reward is reasonable in light of the occasion, and it is not prohibited under state law.

(3) A City official or employee shall not solicit, accept, or agree to accept any gift or benefit, from:

a. Any individual or entity doing or seeking to do business with the City; or

b. Any registered lobbyist or public relations firm; or

c. Any person or entity seeking action or advocating on zoning or platting matters before a City body,

(b) *Special applications.* Subsection 1.16.005(a)(3) does not include:

(1) A gift to a City official or employee relating to a special occasion, such as a wedding, anniversary, graduation, birth, illness, death, or holiday, provided that the value of the gift is fairly commensurate with the occasion and the relationship between the donor and recipient;

(2) A public award or reward for meritorious service or professional achievement, provided that the award or reward is reasonable in light of the occasion;

(3) A loan from a lending institution made in its regular course of business on the same terms generally available to the public;

(4) A scholarship or fellowship awarded on the same terms and based on the same criteria that are applied to other applicants;

(5) Admission to an event in which the City official or employee is participating in connection with the City official's or employee's spouse's or domestic partner’s position; or

(6) Ceremonial and protocol gifts presented to City officials from a foreign government or international or multinational organization and accepted for the City.

(c) *Campaign contribution exception.* Section 1.16.005(a) does not apply to a campaign contribution made in compliance with Missouri law and City ordinances.

(d) *Gifts to closely related persons.* A City official or employee shall take reasonable steps to persuade parent, spouse, child, or other relative within the fourth degree of consanguinity or affinity, or an outside business associate, not to solicit, accept, or agree to accept any gift or benefit:

(1) That reasonably tends to influence or reward the City official's or employee's official action; or

(2) That the official or employee knows or should know is being offered with the intent to influence or reward the City official's or employee's discharge of duties.

(e) If a City official or employee required to file a financial disclosure report under Division 5 knows that a gift or benefit meeting the requirements of Section 1.16.005(d) has been accepted and retained by a person identified in Section 1.16.005(d), the official or employee shall promptly file a report with the City Clerk disclosing the donor, the value of the gift or benefit, the recipient, and the recipient's relationship to the official or employee filing the report.

Sec. 1.16.006. Confidential information.

(a) *Improper access.* A City official or employee shall not obtain information about any person or entity for any purpose other than the performance of official actions.

(b) *Improper disclosure or use*. A City official or employee shall not disclose any confidential information gained by reason of that official's or employee's position concerning the property, operations, policies or affairs of the City. The following actions are not prohibited:

(1) Any disclosure that is no longer confidential by law;

(2) Any disclosure required by law or court order; or

(3) Confidential reporting of illegal or unethical conduct to authorities designated by law.

Sec. 1.16.007. Representation of private interests.

(a) *Representation of private interests before the City by City officials and employees.*

(1) A City official or employee shall not represent any person, group, or entity, other than the official or employee, or their spouse, domestic partner, or minor children, before the City.

(2) *Exception for board members.* Section 1.16.007(a)(1) does not apply to a person who is classified as a City official only because he or she is an appointed member of a board or other City body.

(b) *Representation of private interests before the City by a board member.* A City official or employee who is a member of a board or other City body shall not represent any person, group, or entity:

(1) Before that board or body;

(2) Before City staff having responsibility for making recommendations to, or taking any action on behalf of, that board or body, unless the board or body is only advisory in nature; or

(3) Before a board or other City body which has appellate jurisdiction over the board or body of which the City official or employee is a member, if any issue relates to the official's or employee's official duties.

(c) *Representation in litigation adverse to the City.*

(1) *Officials and employees (other than board members).* A City official or employee, other than a person who is classified as an official only because the official is an appointed member of a board or other City body, shall not represent any person, group, or entity, other than the official or employee, or their spouse, domestic partner, or minor children, in any litigation to which the City is a party, if the interests of that person, group, or entity are adverse to the interests of the City.

(2) *Board members.* A person who is classified as a City official only because the City official is an appointed member of a board or other City body shall not represent any person, group, or entity, other than the board member, or the board member's spouse, domestic partner, or minor children, in any litigation to which the City is a party, if the interests of that person, group, or entity are adverse to interests of the City and the matter is substantially related to the official's duties to the City.

Sec. 1.16.008. Conflicting outside employment.

(a) *Generally.* A City official or employee shall not solicit, accept, or engage in concurrent outside employment which could reasonably be expected to impair independence of judgment in, or faithful performance of, the official's or employee's duties directly related to the operation of the City.

(b) *Special application.* A City official or employee shall not provide services to an outside employer related to the official's or employee's duties.

(c) *Other policies.* Section 1.16.008 applies in addition to all other policies relating to outside employment of City officials and employees, including requirements for obtaining prior approval of outside employment as applicable.

Sec. 1.16.009. Public property and resources.

(a) A City official or employee shall not use, request, or permit the use of City facilities, personnel, equipment, supplies, or time while on City duty for private purposes (including political purposes), except:

(1) Pursuant to duly adopted City policies, or

(2) To the extent and according to the terms that those resources are lawfully available to the public.

Sec. 1.16.010. Political activity.

Limitations on the political activities of City officials and all employees, whether full time or part time, are imposed by State law, the City Charter, and City personnel policies and are incorporated into this provision by reference. In addition, the following ethical restrictions apply:

(a) *Use of City Resources*. Prohibited use of City resources in support of or in opposition to any issue or candidate includes, but is not limited to:

(1) using equipment, materials, and resources of the City;

(2) using one's city uniform, badge, or position while off duty;

(3) actively campaigning while on duty; or

(4) displaying campaign materials on city vehicles or city property.

(b) *Influencing subordinates.* A City official or employee shall not, directly or indirectly, induce or attempt to induce any City subordinate of the official or employee, or to retaliate, intimidate or discriminate for refusing to do the following, except that a general statement merely encouraging another person to vote does not violate this subsection:

(1) To participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue, or

(2) To refrain from engaging in any lawful political activity.

(c) *Allowing Solicitation*. No City official or employee shall permit any solicitation for support for or opposition to a candidate for elective office or ballot issue on City property unless the space is operated by the City for open use of the public at the time of solicitation.

(d) *Paid campaigning.* A City official or employee shall not accept anything of value, directly or indirectly, for political activity relating to an item pending on the ballot.

(e) *Resignation Required.* A board member or employee shall be considered to have resigned one's position if said person is elected to the position of mayor or council member.

Sec. 1.16.011. Actions of others.

(a) *Violations by other persons.* A City official or employee shall not assist or induce, or attempt to assist or induce, any person to violate any provision in this Code of Ethics.

(b) A City official or employee is prohibited from violating or attempting to violate the provisions of this Code of Ethics through the acts of another.

Sec. 1.16.012. Prohibited interests in contracts.

(a) No official or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an official or employee. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the Council. This provision shall not apply to competitive bid items or real estate transactions where the person is the owner of the property.

(b) *Financial Interest*. An official or employee is presumed to have a prohibited "financial interest" in a contract with the City, or in the sale to the City of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

(1) The official or employee;

(2) The official or employee's spouse, domestic partner, sibling, parent, child, or other family member within the fourth degree of consanguinity or affinity;

(3) An entity in which the official or employee, or the official's or employee's parent, child, spouse, or domestic partner directly or indirectly owns:

a. Ten percent (10%) or more of the voting stock or shares of the entity, or

b. Ten percent (10%) or more of the fair market value of the entity; or

(4) An entity of which any individual or entity listed in Section 1.16.012 (b)(1-3) is:

a. A subcontractor on a City contract;

b. A parent or subsidiary entity.

(c) *Board of Ethics Determination*.

(1) If an official or employee has or may potentially have a presumed prohibited financial interest in a contract with the City, or in the sale to the City of land, materials, supplies or service under subsection (b), the official or employee may request a hearing by the Board of Ethics for an advisory opinion on whether the official or employee has an actual direct or indirect financial interest in that contract or transaction.

(2) *Hearings*. The Board of Ethics will conduct the hearing in accordance with procedures set out in Division 7 of this Code of Ethics.

(d) Any contract or transaction already in place at the time the individual becomes a City official or employee may remain in place until the contract expires or the transaction is completed without creating a prohibited financial interest for the official or employee.

Sec. 1.16.013. Persons required to report suspected violations.

A City official, employee, or person subject to this Code of Ethics who has knowledge or a reasonable belief of a violation including a self-violation, of any of the provisions of this Code of Ethics shall report this violation as provided in Section 1.16.030 within a reasonable time after the person has knowledge of a violation. A City official or employee shall not delegate to, or rely on, another person to make the report.

Section 1.16.014. Whistleblower protections.

105.055, RSMo. shall apply to City employees, along with any whistleblower protections in the City's personnel policies.

DIVISION 3. FORMER CITY OFFICIALS AND EMPLOYEES

Sec. 1.16.015. Continuing confidentiality.

(a) A former City official or employee shall not use or disclose confidential information acquired during service as a City official or employee. The following actions are not prohibited:

(1) Any disclosure that is no longer confidential by law;

(2) Any disclosure required by law or court order; or

(3) Confidentially reporting illegal or unethical conduct to authorities designated

by law.

Sec. 1.16.016. Subsequent representation of private interests.

Prohibitions found in Section 1.16.007 shall apply for former officials, employees, and board members for two (2) years after the termination of all duties.

Sec. 1.16.017. Prior participation in the negotiation, awarding or administration of contracts.

(a) *Performing work for compensation.* A former City official or employee shall not, within two (2) years of the termination of all duties for the City, perform work for compensation relating to a discretionary City contract, if the official or employee personally and substantially participated in the negotiation, award or administration of the contract.

(b) *Disclosure.* A former City official or employee, within two (2) years of termination of official duties, must disclose to the City Clerk immediately upon knowing that work will be performed for compensation relating to a discretionary City contract for which the official or employee did not personally and substantially participate in its negotiation, award or administration. This subsection does not apply to a person who was classified as a City official only because the City official was an appointed member of a board or other City body.

Sec. 1.16.018. Prohibited interest in discretionary contracts.

(a) *Impermissible interest in discretionary contract or sale.* This subsection applies only to contracts or sales made on a discretionary basis and does not apply to contracts or sales made on a competitive bid basis. Within one (1) year of the termination of official duties, a former City official or employee shall neither have a financial interest, direct or indirect, in any discretionary contract with the City, nor have a financial interest, direct or indirect, in the sale to the City of any land, materials, supplies, or service. Any violation of this section, with the knowledge, expressed or implied, of the individual or entity contracting with the Council shall render the contract involved voidable by the City Manager or the Council.

(b) *Attributed Interest.* A former City official or employee has a prohibited "financial interest" in a discretionary contract with the City, or in the sale to the City of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

(1) The former official or employee;

(2) The former official's or employee's parent, child, spouse, or domestic partner;

(3) An entity in which the former official or employee, or the former official's or employee's parent, child, spouse, or domestic partner, directly or indirectly owns:

a. Ten percent (10%) or more of the voting stock or shares of the entity, or

b. Ten percent (10%) or more of the fair market value of the entity; or

(4) An entity of which any individual or entity listed in subsection (1), (2) or (3) is:

a. A subcontractor on a City contract;

b. A partner; or

c. A parent or subsidiary entity.

(c) *Exception: Prior employment or status.* Notwithstanding Subsections 1.16.017 and Section 1.16.018, a former City official or employee may upon leaving official duties return to employment or other status enjoyed immediately prior to commencing official City duties.

DIVISION 4. PERSONS DOING BUSINESS WITH THE CITY

Sec. 1.16.019. Business with the City.

(a) This Division 4 applies to an individual or entity seeking:

(1) A discretionary contract;

(2) The purchase, sale, or lease of real estate to or from the City; or

(3) A development project, land use decision, tax incentive, or the issuance of bonds.

Sec. 1.16.020. Prohibited and permitted contacts.

(a) *Discretionary contracts and real estate transactions*. An individual or entity who seeks or applies for a City discretionary contract or real estate transaction, or any person acting on behalf of such person or entity, is prohibited from contacting City officials, and employees regarding such a contract after a request for proposal (RFP), request for qualification (RFQ) or other solicitation has been released. If contact with City officials and employees is necessary, such contact will be with the appropriate employee or in accordance with procedures incorporated into the solicitation document.

(b) *Proposals before the City*. It is not permitted for any individual or entity to seek a commitment to approve or deny any application for land use prior to a required vote on the application. Any individual or entity may not discuss a prospective application for a development project, land use decision, tax incentive, or the issuance of bonds with a City official without being in the presence of the City Counselor and the City Manager or his or her designee.

(c) *Penalty for violation*. In addition to any penalty which may be imposed, an individual or entity violating any provisions of Division 4 may be disqualified from doing business with the City in accordance with Chapter 8, Article 8 of the Municipal Code.

Sec. 1.16.021. Disclosure of contact with City official or employee.

(a) *Disclosure of prohibited contacts*. Prior to approval or rejection of a contract or application listed in Section 1.16.019 by the City Council or appropriate City board or commission, all prohibited contacts must be disclosed publicly to the body considering the matter by members of such body.

(b) *Benefit to a City official*. An individual or entity seeking City approval for an item listed in Section 1.16.019(a) shall disclose in a timely manner if the individual or entity knows the action will benefit a City official or employee.

Sec. 1.16.022. Political contributions.

(a) *Political contributions*. Any individual or entity seeking City Council action on a matter listed in Section 1.16.019 must disclose all political contributions over $500 made by, or on behalf of the individual or entity, within the past twenty-four (24) months made directly or indirectly to any current member of the City Council or to any political action committee that contributes to the election of a current City Council member.

(b) *Limit on future political contributions*. No political contributions to or on behalf of City elected officials may be made for one (1) year following a decision on matters listed in Section 1.16.019(a) by entities involved in the matter.

Sec. 1.16.023. Rescission of approval.

Representations made in seeking approval of matters listed in Section 1.16.019 which are found to be false will be grounds for terminating or rescinding the approvals.

Sec. 1.16.024. Prohibited actions by lobbyist compensated by the City.

A person or firm who has been hired by the City to represent the City as a lobbyist shall not participate in, or render services to, including campaign contributions, any person running for City office. This prohibition shall be included in any contract the City has for lobbying purposes.

DIVISION 5. FINANCIAL DISCLOSURE

Sec. 1.16.025. Financial Interest Statement

Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the city counselor, if employed full time, and each official or employee who is authorized by the City Council to promulgate rules and regulations with the force of law or to vote on the adoption of rules and regulations with the force of law are required by 105.483(11) of the Revised Missouri Statutes to file a financial interest statement with the Missouri Ethics Commission. Such persons shall comply with State statutes and the Missouri Ethics Commission's rules and regulations regarding filing financial interest statements.

DIVISION 6. CAMPAIGN FINANCE

Sec. 1.16.026. Compliance with State and Federal law.

All candidates, committees, candidate committees, campaign committees, continuing committees, and connected organizations shall comply with all applicable State and Federal election and campaign finance laws.

DIVISION 7. BOARD OF ETHICS

Sec. 1.16.027. Structure of the Board of Ethics.

(a) *Powers and duties*. In accordance with Article V of the City Charter, the independent Board of Ethics has the powers and duties specified in Article V of the City Charter and other powers and duties prescribed by ordinance. In order to exercise any powers of the board a quorum defined as three members shall be present and any action of the Board requires three affirmative votes.

(b) *Promulgation of Rules*. The Board of Ethics may promulgate rules and regulations as are necessary to carry out its responsibilities.

(c) *Composition*. The Board of Ethics shall consist of five (5) members appointed by the City Council.

(d) *Terms of office*. Appointments shall be for a term of four (4) years on a staggered basis.

(e) *Qualifications*.

(1) Members of the Board shall have good moral character and shall be residents of the City. No member of the Board shall be:

a. A City official, employee, or member of any City board or commission other than the Board of Ethics;

b. An elected public official;

c. A candidate for elected public office;

d. An official of a political party;

e. A campaign treasurer, campaign manager, official or other policy or decision-maker for the campaign of any candidate for elected public office or any political action committee; or

f. A lobbyist.

(2) Further, no member of the Board of Ethics shall have been convicted of a felony or a crime of moral turpitude or have been found in violation of any provision of the Code of Ethics or a State law relating to ethical conduct of City officials and employees.

(f) *Removal*. Members of the Board of Ethics may be removed from office for cause by

a majority of the City Council only after a public hearing at which the member was provided with the opportunity to be heard. Grounds for removal include: failure to satisfy, or to continue to satisfy, the qualifications set forth in Section 1.16.027(e); substantial neglect of duty; gross misconduct in office; inability to discharge the powers or duties of office; or violation of any provision in this Code of Ethics, a State law relating to ethical conduct of City officials and employees, or a conviction of a felony or crime of moral turpitude.

(g) *Vacancies*. The City Council shall fill any vacancy on the Board by a person who will serve the remainder of the unexpired term.

(h) *Recusal*. A member of the Board of Ethics shall recuse from any matter before the board in which, because of familial relationship, employment, investments, or other circumstances, impartiality might reasonably be questioned.

(i) *Temporary Replacements*. If any Board members recuse themselves, the City Council may appoint temporary replacements for the recused members for the matter in question.

(j) *Chair*. Each year, the Board shall meet and elect a chair from among its members, who will serve a one-year term and may be re-elected. The Chair or a majority of the Board may call a meeting of the Board. The Chair shall preside over meetings of the Board of Ethics and perform other administrative duties.

(k) *Reimbursement*. The members of the Board of Ethics shall not be compensated but shall be reimbursed for reasonable expenses incurred in the performance of their official duties.

(l) *Training*. The Board shall receive training from the City Counselor regarding its duties when it meets to select a Chair.

Sec. 1.16.028. Jurisdiction and powers.

(a) *Jurisdiction*. The Board of Ethics has jurisdiction to investigate, conduct hearings, make recommendations, and issue advisory opinions concerning an alleged violation of the Code of Ethics, as may be amended from time to time by ordinance.

(b) *Powers*. The Board of Ethics has the power to:

(1) request from the City Manager the assignment of staff necessary to carry out its duties;

(2) make notifications, extend deadlines, and conduct investigations on complaints;

(3) compel the submission of evidence and production of sworn testimony including issuing subpoenas;

(4) contact appropriate authorities or agencies regarding an alleged violation of

the Code of Ethics;

(5) recommend sanctions authorized by ordinance;

(6) request the City Council to provide an independent counsel to advise and represent the Board, when appropriate or necessary to avoid a conflict of interest;

(7) assist in the training and education of City officials and employees with respect to ethical responsibilities;

(8) recommend to the City Council and City Manager needed or desirable changes in ordinances or policies;

(9) initiate its own investigations and complaints; and

(10) exercise such other powers and duties as may be established by ordinance.

(c) *Limitations*. The Board of Ethics shall not consider any alleged violation that occurred more than two (2) years prior to the date of the filing of the complaint unless a continuing pattern of behavior outside of the two-year period is discovered.

(d) *Discretion over previously resolved complaints*. The Board of Ethics has the discretion to accept or decline consideration of an alleged violation that has been resolved by the City Council or the City Manager, except that the Board of Ethics may not accept consideration of an alleged violation if the City Council or City Manager has agreed to resolve the violation as part of an agreement to end the City official or employee's position or employment with the City.

(e) *Termination of City official's or employee's duties*. The termination of a City official's or employee's duties does not affect the jurisdiction of the Board of Ethics with respect to alleged violations occurring prior to the termination of official duties, except that the Board of Ethics may not accept consideration of an alleged violation if the City Council or City Manager has agreed to resolve the violation as part of an agreement to end the City official or employee's position or employment with the City.

Sec. 1.16.029. Requests for Advisory Opinions

(a) *Who May Request Advisory Opinions.*

(1) The Mayor or any Councilmember may in writing request a hearing and advisory opinion of the Board of Ethics and/or the City Counselor upon any officer or employee of the City Government.

(2) The City Manager may request in writing a hearing and advisory opinion of the Board of Ethics and/or the City Counselor upon any salaried City official or employee.

(3) The Mayor, any Councilmember, and all other officers or employees of the

City Government may in writing request a hearing and advisory opinion of the Board of Ethics and/or the City Counselor upon their own situation as guidance for present or future conduct.

(4) The Mayor and/or Council may, before making any future appointments to any board or commission, request in writing an advisory opinion of the Board of Ethics and/or City Counselor concerning all potential appointees under consideration.

(5) Individuals qualifying under Section 1.16.012(c)(1).

Sec. 1.16.030. Complaints.

(a) *Filing a complaint*. Any person who believes that there has been a violation of the Code of Ethics may file a complaint with the City Clerk to allege such violation, except that a complaint may not be filed against a candidate for City office within fifteen (15) days prior to a City election.

(b) *False statements*. It shall be unlawful for any person to knowingly provide false information in a complaint or make a false statement, whether oral or written, in any proceedings before the Board of Ethics.

(c) *Provided assistance*. The City Clerk shall provide information to persons who inquire about the process for filing a complaint.

(d) *Complaint form*. A complaint filed under this section must be in writing and must set forth in simple, concise, and direct statements:

(1) The name (and position or title, if any) of the complainant;

(2) The mailing address and the telephone number of the complainant;

(3) The name and position or title, if known, of each person complained about;

(4) The nature of the alleged violation;

(5) A statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and

(6) All documents or other material available to the complainant that are relevant to the allegation; a list of all documents or other material relevant to the allegation and available to the complainant but that are not in the possession of the complainant, including the location of the documents, if known; and a list of all documents or other material relevant to the allegation but unavailable to the complainant, including the location of the documents, if known.

(e) *Alleged violation*. The complaint must state on its face an allegation that, if true, constitutes a violation of a law or ordinance under the scope of the Board.

(f) *Referral to the Chair of the Board of Ethics and the City Counselor*.

(1) A copy of a complaint shall be forwarded promptly by the City Clerk to the Chair of the Board of Ethics and to the City Counselor's Office who shall each independently review the complaint for compliance with the filing requirements within five (5) business days of receipt from the City Clerk.

(2) If it is determined by either the Chair of the Board of Ethics or the City Counselor that the complaint alleges a violation of the Code of Ethics, and substantially complies with the filing requirements, the complaint shall be forwarded by the City Clerk to the members of the Board of Ethics and the respondents within five (5) business days after notice to proceed from either the Chair of the Board of Ethics or the City Counselor. If the complaint does not substantially comply with the filing requirements, the City Counselor shall return the complaint to the complainant with a letter explaining the defects in the complaint.

(g) *Notice to Respondent(s)*. The City Clerk shall include a copy of the Complaint, provide access to the Code of Ethics, and inform respondent(s) of their right to request a hearing when notifying respondent(s) of a complaint.

(h) *Responses*. The City Clerk shall forward any responses to the Board of Ethics and the City Counselor.

(i) *Confidentiality*.

(1) The Board of Ethics and any staff shall not communicate any information about a pending complaint, including whether or not a complaint has been filed, to any person other than the respondent, the complainant, and a witness or potential witness.

(2) Information otherwise confidential under this section may be disclosed by entering it into the record of a formal hearing or Board of Ethics proceeding.

Sec. 1.16.031. City Counselor's Office.

(a) *City Counselor's Office*. The following duties shall be performed by the City Counselor:

1. Act as legal counsel to the Board of Ethics;

2. Review complaints for legal sufficiency; and

3. Issue advisory opinions to City officials and employees about the requirements imposed by the ethics laws.

4. Review proposed advisory opinions from the Board of Ethics.

5. Attend meetings and hearings of the Board of Ethics when requested to do so by any member of the Board of Ethics.

(b) *Independent Counsel*.

1. An independent attorney, who does not otherwise represent the City, shall be appointed to serve as the independent Counsel when a complaint is filed relating to an alleged violation of the ethics laws by the Mayor, a member of the City Council, a candidate for City Council, or a member of the City Counselor's office.

2. The City Counselor or Board of Ethics may request the appointment of an independent counsel for a particular matter.

Sec. 1.16.032. Board of Ethics procedure.

(a) *Review by Board of Ethics*. The Board of Ethics will meet to review the complaint, responses, replies to responses and any other information it has requested be provided to assist in consideration of the complaint. The Board shall consider whether the facts of the case establish a violation of any provision in the ethics laws, regardless of which provisions, if any, were identified in the complaint as having been allegedly violated. If the Board opines that the complaint fails to be a violation of the Code of Ethics when assuming all facts set forth in the complaint to be true, the Board may dismiss the complaint without further proceedings. The Board may dismiss a complaint if it opines that the alleged violation, if true, would constitute a de minimis violation.

(b) *Notice to respondent*. The Board may not issue an advisory opinion before the respondent has an opportunity to respond. Notice is conclusively established if the Board or the City Clerk provides the respondent with written notice of the alleged violation and a ten (10) business-day period within which to respond in writing to the charge.

(c) *Scheduling*. The Board of Ethics shall establish a timeline for conducting the matter, including any preliminary matters. The Board of Ethics has discretion over whether to hold a hearing.

(d) *Ex parte communications*. It is a violation of this code:

(1) For the complainant, the respondent, or any person acting on their behalf to engage or attempt to engage, directly or indirectly, in ex parte communication about the subject matter of a complaint with a member of the Board of Ethics, or any known witness to the complaint; or

(2) For a member of the Board of Ethics to:

a. Knowingly entertain an ex parte communication prohibited by Subsection 1.16.032(d)(1); or

b. Communicate directly or indirectly with any person, other than a member of the Board of Ethics, staff, or the City Counselor’s Office, about any issue of fact or law relating to the complaint.

(e) *Duty to cooperate*. All City officials and employees shall cooperate with the Board of Ethics and shall supply requested testimony or evidence to assist it in carrying out its duties. Failure to abide by the obligations imposed by this subsection is a violation of this Code of Ethics.

(f) *Extension of deadlines*.

(1) A complainant or respondent who fails to meet a deadline to submit a filing with the Board of Ethics may request the Board to accept the late filing. The request shall include a statement of good cause for the Board to grant the request. The Board may grant a request to accept a late filing for good cause. Any extension given shall extend the deadline for the Board to issue a decision.

(2) The Board, under its own initiative or at the request of a respondent or investigative agency, may defer consideration of a complaint if the respondent is under investigation by any agency for the activity comprising the subject matter of the complaint, until such time as the investigation has concluded.

(g) *Timeliness of notices or submissions*. When the Code of Ethics requires a notice or other document to be submitted or otherwise given to a person or to the Board of Ethics, sufficient notice will be made according to "Notice" in Section 1.16.002 Definitions, unless another method of submission is expressly required.

Sec. 1.16.033. Hearing procedure.

At any hearing held by the Board of Ethics the following procedure applies:

(a) *Generally.* All witnesses must be sworn, and all questioning of witnesses shall be conducted by the members of the Board of Ethics or by counsel to the Board. The Board of Ethics may establish time limits and other rules relating to the participation of any person in the hearing.

(b) *Evidence.* The Board of Ethics shall rely on evidence of which a reasonably prudent person commonly relies in the conduct of the person's affairs.

(c) *The respondent.* The respondent has the right to attend the hearing, the right to make a statement, the right to request witnesses, and the right to be accompanied by legal counsel or another advisor. Only legal counsel to the respondent may advise respondent during the course of the hearing, but may not speak on his or her behalf, except with the permission of the Board. The time permitted for presentation will be at the discretion of the Board.

(d) *The complainant.* The complainant has the right to attend the hearing, the right to make a statement, and the right to be accompanied by legal counsel or another advisor.

Sec. 1.16.034. Disposition.

(a) *Time Limit.* The Board shall issue a decision within one hundred twenty (120) calendar days after the filing of a complaint. This deadline may be extended by any amount of time granted to a request for additional time to respond or to attend proceedings.

(b) *Written Opinion.* The Board shall state in a written opinion its opinion whether the Code of Ethics has been violated. The written opinion shall either:

(1) Dismiss the complaint; or

(2) Upon making the opinion that there has been a violation of the Code of Ethics:

a. Recommend the imposition of sanctions;

b. Notify the appropriate authority or agency; or

c. State why no remedial action or sanction is recommended.

(c) *Notification.* Copies of the opinion shall be forwarded to the complainant, the respondent, the City Counselor's Office, and any member of the Board of Ethics who did not participate in the disposition of the case. A copy of the opinion shall also be forwarded to the City Clerk, who shall make it available as authorized by law.

(d) *Recommendation to Appropriate Authority or Agency.* The Board may notify the appropriate authority or agency of the matter.

(e) *Similar charges barred.* If the complaint is dismissed, the Board of Ethics shall not entertain any other similar complaint based on substantially the same evidence.

(f) *Factors relevant to sanctions.*

(1) *General violations.* In deciding whether to recommend, in the case of a violation of the Code of Ethics, prosecution or civil remedies, the Board of Ethics shall take into account relevant considerations, including, but not limited to, the following:

1. The culpability of the person charged in the complaint;

2. The harm to public or private interests resulting from the violation;

3. The necessity of preserving public confidence in the conduct of local government;

4. Whether there is evidence of a pattern of disregard for ethical obligations; and

5. Whether remedial action has been taken that will mitigate the adverse effect of the violation.

(2) To recommend sanctions for a first violation of the Code of Ethics, other than a letter of notification, a letter of admonition or a referral to training, the Board must

opine by a preponderance of the evidence that the person acted knowingly, unless otherwise provided by this Code.

(g) *Civil sanctions for Code of Ethics violations.* The following civil remedies may be recommended by the Board of Ethics which opines that the Code of Ethics has been violated:

(1) *Disciplinary action.* When the Board issues an advisory opinion that a city official or employee who has engaged in conduct that violates this code, such official or employee may be notified, warned, reprimanded, suspended, or removed from office or employment by the appointing authority, or by a person or body authorized by law to impose such remedies. Disciplinary action under this section may be imposed in addition to any other penalty or remedy contained in this Code of Ethics or any other law. The Board of Ethics may refer a violation to the City Manager or the City Manager's designee for disciplinary action;

(2) *Disqualification from contracting or lobbying.*

a. When the Board of Ethics issues an advisory that any person (including business entities and non-profit entities) has intentionally or knowingly violated any provision of the Code of Ethics, or has intentionally or knowingly assisted another person in violating any provision of the Code of Ethics, or has violated a provision or assisted another in a violation that the person should have known was a violation of the Code of Ethics, the Board of Ethics may recommend that the person be prohibited from entering into any contract with the City or prohibited from lobbying on behalf of clients before the City for a period not to exceed three (3) years.

b. It is a violation of this Code of Ethics:

(1) For a person debarred from contracting with the City to enter, or attempt to enter, into a contract with the City during the period of disqualification from contracting; or

(2) For a City official or employee to knowingly assist a violation of Section 1.16.034(g)(2)(b)(1).

c. Nothing in this section shall be construed to prohibit any person from receiving a service or benefit, or from using a facility which is generally available to the public, according to the same terms.

(3) *Civil fine.* The Board of Ethics may recommend imposition upon any person, City official, or employee of the City, who violates any provision of this Code of Ethics a fine not exceeding five hundred dollars ($500.00).

(4) *Letter of notification.* The Board of Ethics may issue a letter of notification to any person, City official, or employee of the City, when the Board is of the opinion that a violation of the Code of Ethics was unintentional or inadvertent. The letter must advise the person to whom it is directed of any steps to be taken to avoid future violations.

(5) *Letter of admonition.* The Board of Ethics may issue to any person, City official, or employee of the City, a letter of admonition when the Board is of the opinion that the violation of the Code of Ethics was minor or may have been unintentional or inadvertent.

(6) *Letter of reprimand.* The Board of Ethics may issue to any person, City official, or employee of the City, a letter of reprimand when the Board is of the opinion that the person has violated the Code of Ethics.

(7) *Referral to ethics training.* The Board of Ethics may recommend a City official or employee to attend Code of Ethics training when the Board is of the opinion that the person has violated the Code of Ethics.

Sec. 1.16.035. Frivolous Complaints.

(a) *Frivolous complaints*.

(1) For purposes of this section, a "frivolous complaint" is a complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.

(2) The filing of a frivolous complaint is a violation of the Code of Ethics.

(3) The Board may order a complainant to show cause why the Board should not determine that the complaint filed by the complainant against a respondent is a frivolous complaint.

(4) In deciding if a complaint is frivolous, the Board may also consider:

a. The timing of the complaint with respect to when the facts supporting the alleged violation became known or should have become known to the complainant, and with respect to the date of any pending election in which the respondent is a candidate or is involved with a candidacy, if any;

b. The nature and type of any publicity surrounding the filing of the complaint, and the degree of participation by the complainant in publicizing the fact that a complaint was filed with the Board;

c. The existence and nature of any relationship between the respondent and the complainant before the complaint was filed;

d. The relationship between the complainant and any group opposing the respondent;

e. Any evidence that the complainant knew or reasonably should have known that the allegations in the complaint were groundless; and

f. The de minimis nature of the alleged violation.

(5) Notice of an order to show cause shall be given to the complainant, with a

copy to the respondent, and shall include the date, time, and place of the hearing to be held under this Section.

(6) Before issuing an advisory opinion that a complaint against a respondent is a frivolous complaint, the Board shall hold a hearing at which the complainant may be heard; the complainant may be accompanied by counsel retained by the complainant.

(7) The Board may issue an advisory opinion that a complainant filed a frivolous complaint against a respondent and may recommend sanctions against that complainant.

(b) *Sanctions for filing frivolous complaints*.

(1) Before recommending a sanction for filing a frivolous complaint, the Board shall consider the following factors:

a. The seriousness of the violation, including the nature, circumstances, consequences, extent, and gravity of the violation;

b. The sanction necessary to deter future violations; and

c. Any other matters that justice may require.

(2) The Board may recommend the following sanctions:

a. A civil penalty of not more than five hundred dollars ($500.00).
b. Imposition of attorneys' fees incurred by the respondent;

c. Any other sanction permitted by law.

(3) The Board may notify the appropriate regulatory or supervisory agency or prosecuting authority for their appropriate action.

Sec. 1.16.036. Finality of Advisory Opinions.

The advisory opinions of the Board of Ethics shall be final and no appeal from any such decision shall be taken or permitted to be taken to any other City official, administrative board or commission, or to the City Council.

Sec. 1.16.037. Public records and open meetings.

Meetings and other proceedings, including records requests, of the Board of Ethics will be conducted in compliance with the Missouri Open Meetings and Records Law.

DIVISION 08. ADMINISTRATIVE PROVISIONS

Sec. 1.16.038. Other obligations.

This Code of Ethics is cumulative of and supplemental to applicable State and federal laws

and regulations. Compliance with the provisions of this Code shall not excuse or relieve any person from any obligation imposed by State or federal law regarding ethics, financial reporting, lobbying activities, or any other issue addressed herein.

Even if a City official or employee is not prohibited from taking official action by this Code of Ethics, action may be prohibited by duly promulgated personnel policies, which may be more stringent.

Sec. 1.16.039. Distribution and training.

(a) *Availability to the public*. A copy of the Code of Ethics shall be made available to the public through the City's website.

(b) *Orientation and training*.

(1) Elected officials. The City Clerk shall provide newly elected officials with a copy of the Code of Ethics, and the City Counselor's Office shall brief them on the contents of the Code within thirty (30) days of assuming office.

(2) *Board and Commissions*. The City Clerk shall provide copies of the Code of Ethics or training materials to newly appointed board and commission members.

(3) *New and Existing Employees*. The City Manager shall provide new and existing employees with materials and training to inform them of provisions of the Code of Ethics which are likely to be relevant to their duties.

(4) *Amended provisions*. When the Code of Ethics is amended, new copies of the Code of Ethics shall be provided to all City officials and employees. The City Counselor's Office shall brief City officials and employees on such amendments within thirty (30) days of the effective date of the amendments.

Sec. 1.16.040. Severability.

If any provision of this Code is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this Code to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Code which can be given effect without the invalid or unconstitutional provision or application.

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Submitted to City on May 30, 2023.

City of Independence, Missouri Code of Ethics

Ordinance _____

ARTICLE 16. CODE OF ETHICS

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DIVISION 1. DECLARATION OF POLICY

Sec. 1.16.001. Statement of purpose.

Public service is a public trust. It is essential in a democratic system that the public has confidence in the integrity, independence, and impartiality of those who act on their behalf in government. To help maintain trust and confidence in the City government it is necessary that all City officials and employees adhere to the principles of ethical conduct in this Code of Ethics and the City Charter and to scrupulously avoid the appearance of impropriety at all times.

This Code of Ethics establishes standards of conduct and ~~,~~ disclosure requirements~~, an d enforcement mechanisms~~ relating to current and former City officials, employees, board members, candidates for public office, and persons and entities doing business with the City.

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Sec. 1.16.002. Definitions.

As used in this Code of Ethics, the following words and phrases have the meaning ascribed to them in this section, unless the context requires other or more specific definitions set forth elsewhere in this code apply:

(a) *Acceptance.* A written or verbal indication that someone agrees; "Acceptance" of an offer of subsequent employment or business opportunities includes legally binding contracts and all informal understandings that the parties expect to be carried out. An agreement, either by express act or by implication from conduct to the terms of an offer so that a binding contract is formed.

(b) *Affiliated.* Entities are "affiliated" if one is the parent or subsidiary of the other or if they are subsidiaries of the same parent entities.

(c) *Affinity.* Relationship by "affinity" is defined as:

(1) two individuals are related to each other by affinity if

a. they are married to each other, or living together as domestic partners; or

b. the spouse or domestic partner of one of the individuals is related by the fourth degree of consanguinity to the other individual.

(2) The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage (unless a child of the marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives).

(d) *Before the City.* Representation or appearance "before the City" means before the City Council; before a board, commission, or other City entity; or before a City official or employee. Representation "before the City" does not include representation before a board where members of that board are not wholly appointed by the City Council.

(e) *Benefit.* "Benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including a benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

(f) *Business days.* "Business days" means the days of the week, Monday through Friday, in which the administrative offices of the City are open for business.

(g) *Candidate.* "Candidate" means a person who knowingly and willingly takes affirmative action for the purpose of gaining nomination or election to public office or for the purpose of satisfying financial obligations incurred by the person in connection with the campaign for nomination or election. Examples of affirmative action include:

(1) The filing of a campaign treasurer appointment;

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(2) The filing of an application for a place on a ballot;

(3) The making of an official ~~public~~ announcement to the public at large of a definite intent to run for public office in a particular election, regardless of whether the specific office is mentioned in the announcement;

(4) The making of a statement of definite intent to run for public office and the soliciting of support by letter or other mode of communication; or

(5) The soliciting or accepting of a campaign contribution or the making of a campaign expenditure.

(h) *City.* "City" means the City of Independence.

(i) *Code of Ethics.* "Code of Ethics," or "this Code" means Divisions 1 through 8 of this Article, its amendment(s) and enhanced definitions.

(j) *Complainant.* "Complainant" means an individual who has filed a complaint with the City Clerk as provided in Section 1.16.035.

(k) *Confidential information.* "Confidential information" includes all information held by the City that is not available to the public and any information from a meeting closed to the public.

(l) *Consanguinity.* Relationship by "consanguinity" (by blood) is defined by the fourth degree of consanguinity: spouse, children, parents (first degree); brothers/sisters, grandchildren, grandparents (second degree); uncles/aunts, nephews/nieces, great grandchildren, great grandparents (third degree); great nephews/great nieces, first cousins, great uncles, great aunts, and great great grandparents (fourth degree). Step and half relationships are considered the same as blood relationships.

(m) *Discretionary contract.* "Discretionary contract" means any contract other than those which are awarded on a low or high qualified bid basis.

(n) *Doing business*. Doing or seeking to do business with the City includes, but is not limited to, individuals and entities that are parties, partners and/or parent business entities and/or subsidiary business entities of any individuals and entities that are parties to a discretionary contract that seek or have low-bid contracts with the City.

~~(n)~~(o) *Domestic partners*. A person who is in a committed relationship with and lives with a City official or employee.

~~(o)~~(p) *Economic interest.* "Economic interest" includes, but is not limited to, legal or equitable property interests in land, ~~chattels~~personal property, and intangibles, and contractual rights having more than de minimis value. Service by a City official or employee as an official, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic organization does not create for that City official or employee an economic interest in the property of the organization. Ownership of an interest in a mutual or common investment fund that holds securities or other assets is not an economic interest in such securities or other

Commented [LK1]: CM McCandless: define "public"

Commented [LK2]: CM McCandless: define "chattels"

assets unless the person in question participates in the management of the fund. Ownership of stock in a publicly traded corporation does not constitute ownership for purposes of this code if the employee or official owns less than ten (10) percent of the voting stock or shares of the entity.

~~(p)~~(q) *Employee*. The term "employee" or "City employee" is any person listed on the City payroll as an employee, whether part-time or full-time.

~~(q)~~(r) *Entity*. "Entity" means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, joint-venture, or any other entity recognized by law, including non-profit entities.

~~(r)~~(s) *Former City official or employee.* A "former City official" or "former City employee" is a City official or employee whose City duties have ended.

~~(s)~~(t) *Gift.* A voluntary transfer of property or the conferral of a benefit worth more than ten dollars ($10.00) ~~having pecuniary value~~.

~~(t)~~(u) *Household.* All persons sharing a dwelling unit, permanently or temporarily, without regard to whether they are related to each other by marriage or blood excluding guests.

~~(u)~~(v) *Indirect ownership.* A person "indirectly owns" an equity interest in an entity where the interest is held through a series of entities, some of which own interests in others.

~~(v)~~(w) *Notice.* A written, typed or printed characters sent or delivered personally, by mail to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of mail delivery, it would have been delivered, which shall be presumed to be five business days. Notice sent by SMS to a listed phone or by email to a listed email address shall be deemed to be received on the day sent. Actual notice by the recipient shall be conclusive of notice receipt.

~~(w)~~(x) *Official.* The term "official" or "City official" includes the following persons: all salaried employees of the City, elected office holders, Members of all boards, commissions, committees, and other bodies created by the City Council pursuant to federal or state law or City ordinance, including entities that may be advisory only in nature, who are appointed by the Mayor, the City Council, or who are designated in the by-laws or organization papers of the entity to serve on behalf of the City; and board members of any entity who are appointed by the Mayor or City Council to such board membership. The term shall include any individuals or entities operating under an employment agreement with the City.

~~(x)~~(y) *Official action.* "Official action" includes:

(1) Any ~~affirmative~~ intentional act (including the making of a recommendation) within the scope of, or in violation of, an official or employee's duties, and

Commented [LK3]: CM McCandless: greater than a de minimis amount

Commented [LK4]: CM McCandless: Should this be notice by the recipient or notice by the body?

Commented [LK5]: Law Dept.: "affirmative" could be understood as a "yes" action, like voting yes on an ordinance. Using "intentional" would ensure that the action is intentional, not accidental, but could also include voting against an ordinance.

(2) Any failure to act, if the official or employee is under a duty to act and knows that inaction is likely to affect substantially an economic interest of the official or employee or any person or entity listed in Subsections 1.16.003(a)(2)-(8).

(z) *Official announcement.* A statement to the public at large from a person of the person's intent be a candidate as defined herein.

~~(y)~~(aa) *Official Information*. Information gathered pursuant to the power or authority of City government.

~~(z)~~(bb) *Ownership.* Having or holding a beneficial interest in property of any kind either directly or indirectly.

(cc~~aa~~) *Partner.* Someone who engages in an activity or undertaking with another; "partner" includes partners in general partnerships, limited partnerships, and joint ventures. One who shares or takes part with another, especially in a venture with shared benefits and shared risks.

(dd~~bb~~) *Personally and substantially participated.* To have taken action as an official or employee through decision, approval, disapproval, recommendation, giving advice, investigation or similar action. The fact that the person had responsibility for a matter does not by itself establish that the person "personally and substantially participated" in the matter.

(ee~~cc~~) *Representation.* The action of speaking or acting on behalf of someone or an entity, a presentation of fact—either by words or by conduct—made to induce someone to act.

(ff~~dd~~) *Respondent.* An individual identified in a sworn complaint to have allegedly violated the Code of Ethics.

(gg~~ee~~) *Solicitation.* Actively seeking or requesting employment or business opportunities including all forms of proposals and negotiations relating thereto.

DIVISION 2. CURRENT CITY OFFICIALS AND EMPLOYEES

Sec. 1.16.003. Conflicts of interest.

(a) ~~*General rule.*~~ A City official or employee shall not take any official action that is likely to exclusively affect the economic interests of:

(1) The official or employee;

(2) The official or employee's parent, child, spouse, domestic partner, or other family member within the fourth degree of consanguinity or affinity;

(3) The official or employee's outside client;

(4) A member of the official or employee's household;

Commented [LK6]: Law Dept.: In Definitions, above, "Economic Interest" includes the following language:

Service by a City official or employee as an official, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic organization does not create for that City official or employee an economic interest in the property of the organization.

Commented [LK7]: CM Hobart: to affect the pecuniary interests

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(5) The outside employer of the official or employee or a parent, child, spouse, domestic partner, or member of the household of the official or employee.

(6) An entity or an affiliate or partner of the entity in which the official or employee knows that any of the persons listed in Subsections (a)(1) or (a)(2) holds an economic interest as that term is defined in Section 1.16.002;

(7) An entity for which the City official or employee serves as an official or director or in any other decision or policy making position;

(8) A person or entity with whom, within the past twelve (12) months:

a. The official or employee, or the official's or employee's spouse or domestic partner, directly or indirectly has:

1. Solicited an offer of employment for which the application is still pending;

2. Received an offer of employment which has not been rejected; or

3. Accepted an offer of employment; or

b. The official or employee, or the official's or employee's spouse or domestic partner, directly or indirectly engaged in negotiations pertaining to business opportunities, where such negotiations are pending or not terminated.

(b) *Future Employment of City Officials*.

(1) A City official is prohibited from making, participating in making, or using an official position to influence a decision involving the interests of a person with whom the City official, or the City official's parents, spouse, domestic partner, children, or household members are seeking, negotiating, or securing an agreement concerning future employment.

(2) It is prohibited for any person who has a matter pending before the City to negotiate, directly or indirectly, the possibility of future employment of a City official, or the City official's parents, spouse, domestic partner, children, or household members, if that City official is making, participating in making, or using an official position to influence, a decision concerning the matter.

(c) *Recusal and disclosure.*

(1) A City official or employee whose conduct would otherwise violate Section 1.16.003(a) must recuse oneself.

(2) From the time that the conflict is, or should have been recognized, the official or employee shall immediately refrain from further participation in the matter, including discussions with any persons likely to consider the matter.

Commented [LK8]: Law Dept.: In Definitions, above, "Economic Interest" includes the following language:

Service by a City official or employee as an official, director, advisor, or otherwise active participant in an educational, religious, charitable, fraternal, or civic organization does not create for that City official or employee an economic interest in the property of the organization.

(3) If a City official or employee other than a member of a board must recuse, they must promptly bring the conflict to the attention of the immediate supervisor who will then, if necessary, reassign responsibility for the matter to another person.

(4) If a member of a board must recuse, they must promptly disclose the conflict to other members of the board and not be present during the board's discussion of, or voting on, the matter.

Sec. 1.16.004. Unfair advancement of private interests.

(a) ~~*General rule.*~~ A City official or employee may not use their position to unfairly advance or impede private interests, to attempt to unfairly advance or impede private interest, ~~or~~ to grant or secure, or attempt to grant or secure, for any person any form of special consideration, treatment, exemption, or advantage beyond that which is lawfully available to other persons. A City official who represents that an advantage to a person will be provided based on the official's position violates this Section.

(b) ~~*Special rules.*~~ The following ~~special rules~~ appliesy ~~in addition to the general rule~~:

(1) *Acquisition of interest in impending matters.* A City official or employee shall not acquire an interest in, or be affected by, any contract, transaction, zoning decision, or other matter, if the official or employee knows, or has reason to know, that the interest will be directly or indirectly affected by impending official action by the City.

(2) ~~*Reciprocal favors*~~*Quid pro quos*. A City official or employee may not enter into an agreement or understanding with any other person if that action by the official or employee will be rewarded or reciprocated by that person, directly or indirectly. A City official or employee may not enter into or attempt to enter into an agreement or understanding with any other person in exchange for the City official or employee taking official action or attempting to take official action which the City official or employee believes will be rewarded or be reciprocated by that person, directly or indirectly. Official action includes, but is not limited to, voting.

(3) *Appointment of relatives.* A City official or employee shall not appoint or employ or vote to appoint or employ any relative within the fourth degree of consanguinity or affinity or any member of the City official's or employee's household to any office or position within the City.

(4) *Supervision of relatives*. No official or employee shall be permitted to be in the line of supervision of a person within the fourth degree of consanguinity or affinity or any member of the official's or employee's household. Department heads are responsible for enforcing this policy. If an employee, by reason of marriage, promotion, reorganization, or otherwise, is placed into the line of supervision of such a person, one of the employees will be reassigned or other appropriate arrangements will be made for supervision.

Commented [LK9]: CM McCandless: Does this include votes? Should that be explicit?

Commented [LK10]: Law Dept.: "Official action" includes affirmative acts within the scope of the City official's duties, which does include voting.

Commented [LK11]: Law Dept.: If using "official action" satisfies the concern that voting is included, because of the Definitions section, this could be omitted.

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(c) *Violations.* A City official or employee whose conduct would otherwise violate this section shall adhere to the recusal and disclosure provisions provided in Subsection 1.16.003(c).

Sec. 1.16.005. Gifts.

(a) *General ~~rule~~ly.*

(1) A City official or employee shall not solicit, accept, or agree to accept any gift or benefit:

a. That reasonably tends to influence or reward official action; or

b. That the official or employee knows or should know is being offered with the intent to influence or reward official action.

(2) A City official or employee may accept a public award or reward for meritorious service of professional achievement, provided that the award or reward is reasonable in light of the occasion, and it is not prohibited under state law.

(3) A City official or employee shall not solicit, accept, or agree to accept any gift or benefit, from:

a. Any individual or entity doing or seeking to do business with the City; or

b. Any registered lobbyist or public relations firm; or

c. Any person or entity seeking action or advocating on zoning or platting matters before a City body,

(b) *Special applications.* Subsection 1.16.005(a)(3) does not include:

(1) A gift to a City official or employee relating to a special occasion, such as a wedding, anniversary, graduation, birth, illness, death, or holiday, provided that the value of the gift is fairly commensurate with the occasion and the relationship between the donor and recipient;

(2) A public award or reward for meritorious service or professional achievement, provided that the award or reward is reasonable in light of the occasion;

(3) A loan from a lending institution made in its regular course of business on the same terms generally available to the public;

(4) A scholarship or fellowship awarded on the same terms and based on the same criteria that are applied to other applicants;

(5) Admission to an event in which the City official or employee is participating in connection with the City official's or employee's spouse's or domestic partner's position; or

Commented [LK12]: Mayor Rowland: Baseball or football tickets or acceptance to invitations to suites to see major league or minor league teams even when you pay face value for the ticket. Should this section include council members going to games at the event center? If they are going with a city board what is the connection and justification of using the tickets? If they are used to build comradery?

Commented [LK13]: Mayor Rowland: Where appropriate, please list the gifts and amounts the councilmember or Mayor can receive?

Commented [LK14]: CM McCandless: Does this include shared meals, buffets? Should there be an exception for de minimis gifts?

Law Dept.: The Code does not focus on the value of the gift, but focuses rather on the intent of the giving and receipt of the gift.

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(6) Ceremonial and protocol gifts presented to City officials from a foreign government or international or multinational organization and accepted for the City.

(c) *Campaign contribution exception.* Section 1.16.005(a) does not apply to a campaign contribution made in compliance with Missouri law and City ordinances.

(d) *Gifts to closely related persons.* A City official or employee shall take reasonable steps to persuade parent, spouse, child, or other relative within the fourth degree of consanguinity or affinity, or an outside business associate, not to solicit, accept, or agree to accept any gift or benefit:

(1) That reasonably tends to influence or reward the City official's or employee's official action; or

(2) That the official or employee knows or should know is being offered with the intent to influence or reward the City official's or employee's discharge of duties.

(e) If a City official or employee required to file a financial disclosure report under Division 5 knows that a gift or benefit meeting the requirements of Section 1.16.005(d) has been accepted and retained by a person identified in Section 1.16.005(d), the official or employee shall promptly file a report with the City Clerk disclosing the donor, the value of the gift or benefit, the recipient, and the recipient's relationship to the official or employee filing the report.

Sec. 1.16.006. Confidential information.

Commented [LK15]: Mayor Rowland: Can this section be clarified? Examples from other cities where this might have happened?

(a) *Improper access.* A City official or employee shall not obtain information about any person or entity for any purpose other than the performance of official actions.

(b) *Improper disclosure or use*. A City official or employee shall not disclose any confidential information gained by reason of that official's or employee's position concerning the property, operations, policies or affairs of the City. ~~This does not prohibit~~The following actions are not prohibited:

(1) Any disclosure that is no longer confidential by law;

(2) Any disclosure required by law or court order; or

(3) Confidential reporting of illegal or unethical conduct to authorities designated by law.

Sec. 1.16.007. Representation of private interests.

Commented [LK16]: CM McCandless: How long?

Law Dept.: This section would apply for as long as the City official or employee is in fact a City official or employee. Per 1.16.015, this will continue for two years after termination of all duties.

(a) *Representation of private interests before the City by City officials and employees.*

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(1) ~~*General rule.*~~ A City official or employee shall not represent any person, group, or entity, other than the official or employee, or their spouse, domestic partner, or minor children, before the City.

(2) *Exception for board members.* Section 1.16.007(a)(1) does not apply to a person who is classified as a City official only because he or she is an appointed member of a board or other City body.

(b) *Representation of private interests before the City by a board member.* A City official or employee who is a member of a board or other City body shall not represent any person, group, or entity:

(1) Before that board or body;

(2) Before City staff having responsibility for making recommendations to, or taking any action on behalf of, that board or body, unless the board or body is only advisory in nature; or

(3) Before a board or other City body which has appellate jurisdiction over the board or body of which the City official or employee is a member, if any issue relates to the official's or employee's official duties.

(c) *Representation in litigation adverse to the City.*

(1) *Officials and employees (other than board members).* A City official or employee, other than a person who is classified as an official only because the official is an appointed member of a board or other City body, shall not represent any person, group, or entity, other than the official or employee, or their spouse, domestic partner, or minor children, in any litigation to which the City is a party, if the interests of that person, group, or entity are adverse to the interests of the City.

(2) *Board members.* A person who is classified as a City official only because the City official is an appointed member of a board or other City body shall not represent any person, group, or entity, other than the board member, or the board member's spouse, domestic partner, or minor children, in any litigation to which the City is a party, if the interests of that person, group, or entity are adverse to interests of the City and the matter is substantially related to the official's duties to the City.

Sec. 1.16.008. Conflicting outside employment.

(a) *Generall*~~*y rule*~~. A City official or employee shall not solicit, accept, or engage in concurrent outside employment which could reasonably be expected to impair independence of judgment in, or faithful performance of, the official's or employee's duties directly related to the operation of the City.

Commented [LK17]: CM McCandless: How does this section apply to someone's employment outside the City before election? Would they not just need to recuse themselves?

Law Dept.: The Code of Ethics would not apply to persons who are not yet City elected officials.

Commented [LK18]: AG: would recommend removing "directly," as "directly" narrows the scope of this provision.

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(b) *Special application.* ~~The following special rule applies in addition to the general rule:~~ A City official or employee shall not provide services to an outside employer related to the official's or employee's duties.

(c) *Other* ~~*rules*~~*policies*. Section 1.16.008 applies in addition to all other ~~rules~~ policies relating to outside employment of City officials and employees, including requirements for obtaining prior approval of outside employment as applicable.

Sec. 1.16.009. Public property and resources.

(a) A City official or employee shall not use, request, or permit the use of City facilities, personnel, equipment, supplies, or time while on City duty for private purposes (including political purposes), except:

(1) Pursuant to duly adopted City policies, or

(2) To the extent and according to the terms that those resources are lawfully available to the public.

Sec. 1.16.010. Political activity.

Limitations on the political activities of City officials and all employees, whether full time or part time, are imposed by State law, the City Charter, and City personnel ~~rules~~ policies and are incorporated into this provision by reference. In addition, the following ethical restrictions apply:

(a) *Use of City Resources*. Prohibited use of City resources in support of or in opposition to any issue or candidate includes, but is not limited to:

(1) using equipment, materials, and resources of the City;

(2) using one's city uniform, badge, or position while off duty;

(3) actively campaigning while on duty; or

(4) displaying campaign materials on city vehicles or city property.

(b) *Influencing subordinates.* A City official or employee shall not, directly or indirectly, induce or attempt to induce any City subordinate of the official or employee, or to retaliate, intimidate or discriminate for refusing to do the following, except that a general statement merely encouraging another person to vote does not violate this subsection:

(1) To participate in an election campaign, contribute to a candidate or political committee, or engage in any other political activity relating to a particular party, candidate, or issue, or

(2) To refrain from engaging in any lawful political activity.

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(c) *Allowing Solicitation.* No City official or employee shall permit any solicitation for support for or opposition to a candidate for elective office or ballot issue on City property unless the space is operated by the City for open use of the public at the time of solicitation.

(d) *Paid campaigning.* A City official or employee shall not accept anything of value, directly or indirectly, for political activity relating to an item pending on the ballot.

(e) *Resignation Required.* A board member or employee shall be considered to have resigned one's position if said person is elected to the position of mayor or council member.

Sec. 1.16.011. Actions of others.

(a) *Violations by other persons.* A City official or employee shall not assist or induce, or attempt to assist or induce, any person to violate any provision in this Code of Ethics.

(b) ~~*Using others to engage in forbidden conduct.*~~ A City official or employee is prohibited from violating or attempting to violate the provisions of this Code of Ethics through the acts of another.

Commented [LK19]: CM McCandless: This is vague.

Sec. 1.16.012. Prohibited interests in contracts.

(a) No official or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, except on behalf of the City as an official or employee. Any violation of this Section, with the knowledge, expressed or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the Council. This provision shall not apply to competitive bid items or real estate transactions where the person is the owner of the property.

(b) *Financial Interest.* An official or employee is presumed to have a prohibited "financial interest" in a contract with the City, or in the sale to the City of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

(1) The official or employee;

(2) The official or employee's spouse, domestic partner, sibling, parent, child, or other family member within the fourth degree of consanguinity or affinity;

(3) An entity in which the official or employee, or the official's or employee's parent, child, spouse, or domestic partner directly or indirectly owns:

a. Ten ~~(10)~~ percent (10%) or more of the voting stock or shares of the entity, or

b. Ten ~~(10)~~ percent (10%) or more of the fair market value of the entity; or

(4) An entity of which any individual or entity listed in Section 1.16.012 (b)(1- 3) is:

a. A subcontractor on a City contract;

b. A parent or subsidiary entity.

(c) *Board of Ethics Determination*.

(1) If an official or employee has or may potentially have a presumed prohibited financial interest in a contract with the City, or in the sale to the City of land, materials, supplies or service under subsection (b), the official or employee may request a hearing by the Board of Ethics for an ~~determination and decision~~advisory opinion on whether the official or employee has an actual direct or indirect financial interest in that contract or transaction.

(2) *Hearings*. The Board of Ethics will conduct the hearing in accordance with procedures set out in Division 7 of this Code of Ethics.

(d) Any contract or transaction already in place at the time the individual becomes a City official or employee may remain in place until the contract expires or the transaction is completed without creating a prohibited financial interest for the official or employee.

Sec. 1.16.013. Persons required to report suspected violations.

A City official, employee, or person subject to this Code of Ethics who has knowledge or a reasonable belief of a violation including a self-violation, of any of the provisions of this Code of Ethics shall report this violation as provided in Section 1.16.036~~5~~ within a reasonable time after the person has knowledge of a violation. A City official or employee shall not delegate to, or rely on, another person to make the report.

Section 1.16.014. Whistleblower protections.

105.055, RSMo. shall apply to City employees, along with any whistleblower protections in the City's personnel policies.

DIVISION 3. FORMER CITY OFFICIALS AND EMPLOYEES

Sec. 1.16.014. Continuing confidentiality.

(a) A former City official or employee shall not use or disclose confidential information acquired during service as a City official or employee. ~~This rule does not prohibit:~~The following actions are not prohibited:

(1) Any disclosure that is no longer confidential by law;

(2) Any disclosure required by law or court order; or

(3) Confidentially reporting illegal or unethical conduct to authorities designated

Commented [LK20]: As explained further below, by State law, the Board of Ethics cannot determine if an action violates the Code of Ethics; only the municipal court may do so. It may issue advisory opinions.

Commented [LK21]: AG: would request that Board of Ethics be allowed to "determine" violations.
Law Dept: As explained below, it is the Law Department's opinion that the Board cannot "determine" or "make findings of fact and conclusions of law" regarding the violation of the Board of Ethics, only the municipal court can make that determination.

Commented [LK22]: CM McCandless: Reporting suspected violations to whom? Through what mechanism? Records are retained where? For how long? Is the resolution of that violation maintained in the same file?

Law Dept: Reports are covered in Section 1.16.035. They are filed with the City Clerk and must be written. All documents would be subject to the Sunshine Law and should be retained by the City as all City documents are retained.

Commented [LK23]: Law Dept.: This is covered in the City's personnel policy.

Commented [LK24]: AG: would prefer to remove specific reference, include all state statutes regarding same.
Law Dept: If agreeable to above, would suggest "State laws regarding whistleblower protections shall apply to City employees, along with any whistleblower protections in the City's personnel policies."

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by law.

Sec. 1.16.015. Subsequent representation of private interests.

Prohibitions found in Section 1.16.007 shall apply for former officials, employees, and board members for two (2) years after the termination of all duties.

Sec. 1.16.016. Prior participation in the negotiation, awarding or administration of contracts.

(a) *Performing work for compensation.* A former City official or employee shall not, within two (2) years of the termination of all duties for the City, perform work for compensation relating to a discretionary City contract, if the official or employee personally and substantially participated in the negotiation, award or administration of the contract.

(b) *Disclosure.* A former City official or employee, within two (2) years of termination of official duties, must disclose to the City Clerk immediately upon knowing that work will be performed for compensation relating to a discretionary City contract for which the official or employee did not personally and substantially participate in its negotiation, award or administration. This subsection does not apply to a person who was classified as a City official only because the City official was an appointed member of a board or other City body.

Sec. 1.16.017. Prohibited interest in discretionary contracts.

(a) *Impermissible interest in discretionary contract or sale.* This subsection applies only to contracts or sales made on a discretionary basis and does not apply to contracts or sales made on a competitive bid basis. Within one (1) year of the termination of official duties, a former City official or employee shall neither have a financial interest, direct or indirect, in any discretionary contract with the City, nor have a financial interest, direct or indirect, in the sale to the City of any land, materials, supplies, or service. Any violation of this section, with the knowledge, expressed or implied, of the individual or entity contracting with the Council shall render the contract involved voidable by the City Manager or the Council.

(b) *Attributed Interest.* A former City official or employee has a prohibited "financial interest" in a discretionary contract with the City, or in the sale to the City of land, materials, supplies, or service, if any of the following individuals or entities is a party to the contract or sale:

(1) The former official or employee;

(2) The former official's or employee's parent, child, spouse, or domestic partner;

(3) An entity in which the former official or employee, or the former official's or employee's parent, child, spouse, or domestic partner, directly or indirectly owns:

a. Ten ~~(10)~~ percent (10%) or more of the voting stock or shares of the entity,

or

b. Ten ~~(10)~~ percent (10%) or more of the fair market value of the entity; or

(4) An entity of which any individual or entity listed in subsection (1), (2) or (3) is:

a. A subcontractor on a City contract;

b. A partner; or

c. A parent or subsidiary entity.

(c) *Exception: Prior employment or status.* Notwithstanding Subsections 1.16.016 ~~7(a) and (b)~~ and Section 1.16.017~~6~~, a former City official or employee may upon leaving official duties return to employment or other status enjoyed immediately prior to commencing official City duties.

DIVISION 4. PERSONS DOING BUSINESS WITH THE CITY

Sec. 1.16.018. Business with the City.

(a) This Division 4 applies to an individual or entity seeking:

(1) A discretionary contract;

(2) The purchase, sale, or lease of real estate to or from the City; or

(3) A development project, land use decision, tax incentive, or the issuance of bonds.

Sec. 1.16.019. Prohibited and permitted contacts.

(a) *Discretionary contracts and real estate transactions*. An individual or entity who seeks or applies for a City discretionary contract or real estate transaction, or any person acting on behalf of such person or entity, is prohibited from contacting City officials, and employees regarding such a contract after a request for proposal (RFP), request for qualification (RFQ) or other solicitation has been released. If contact ~~is required~~ with City officials and employees is necessary, such contact will be with the appropriate employee or in accordance with procedures incorporated into the solicitation document.

(b) *Proposals before the City*. It is not permitted for any individual or entity to seek a commitment to approve or deny any application for land use prior to a required vote on the application. Any individual or entity may not discuss a prospective application for a development project, land use decision, tax incentive, or the issuance of bonds with a City official without being in the presence of the City Counselor and the City Manager or his or her designee.

(c) *Penalty for violation*. In addition to any penalty which may be imposed, an individual or entity violating any provisions of Division 4 may be disqualified from doing business with the City in accordance with Chapter 8, Article 8 of the Municipal Code.

Commented [LK25]: Mayor Rowland: Can you give me an example in plain English that would explain this, please? Would you recommend that we have that section included in this provision?

Commented [LK26]: Law Dept.: To be clear, this inserted provision would not apply to any development project, tax incentive, or issuance of bonds that has an application pending (unless it is a land use decision).

Commented [LK27]: AG: concern over inclusion of "prospective," as it will likely be violated commonly and would prohibit someone who wants to take the temperature of the Council on a project or understand the history of a particular land, project, etc. before the work for an application is complete.

Commented [LK28]: CM McCandless: Are people permanently disqualified from doing business with the City?

Law Dept.: The Code does not elaborate on whether they are disqualified permanently or temporarily; without the distinction, I would argue that they are permanently disqualified.

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Sec. 1.16.020. Disclosure of contact with City official or employee.

(a) *Disclosure of prohibited contacts*. Prior to approval or rejection of a contract or application listed in Section 1.16.018 by the City Council or appropriate City board or commission, all prohibited contacts must be disclosed publicly to the body considering the matter by members of such body.

(b) *Benefit to a City official*. An individual or entity seeking City approval for an item listed in Section 1.16.018(a) shall disclose in a timely manner if the individual or entity knows the action will benefit a City official or employee.

Sec. 1.16.021. Political contributions.

(a) *Political contributions*. Any individual or entity seeking City Council action on a matter listed in Section 1.16.018 must disclose all political contributions over $500 made by, or on behalf of the individual or entity, within the past twenty-four (24) months made directly or indirectly to any current member of the City Council or to any political action committee that contributes to the election of a current City Council member.

(b) *Limit on future political contributions*. No political contributions to or on behalf of City elected officials may be made for one (1) year following a decision on matters listed in Section 1.16.018 (a) by entities involved in the matter.

Sec. 1.16.022. Rescission of approval.

Representations made in seeking approval of matters listed in Section 1.16.018 which are found to be false will be grounds for terminating or rescinding the approvals.

Sec. 1.16.023. Prohibited actions by lobbyist compensated by the City.

A person or firm who has been hired by the City to represent the City as a lobbyist shall not participate in, or render services to, including campaign contributions, any person running for City office. This prohibition shall be included in any contract the City has for lobbying purposes.

DIVISION 5. FINANCIAL DISCLOSURE

Sec. 1.16.024. ~~Statement of Purpose.~~Financial Interest Statement

Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the city counselor, if employed full time, and each official or employee who is authorized by the City Council to promulgate rules and regulations with the force of law or to vote on the adoption of rules and regulations with the force of law are required by 105.483(11) of the Revised Missouri Statutes to file a financial interest statement with the Missouri Ethics Commission. Such persons shall comply with State statutes and the Missouri Ethics Commission's rules and regulations regarding filing financial interest statements. ~~The proper operation of government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of governmental~~

Commented [LK29]: CM McCandless: To whom are the disclosures made? Are they made in writing?

Commented [LK30]: The City is allowed to approve and enforce its own financial disclosure ordinances; however, MEC will stop enforcing financial disclosure laws and issuing penalties if the City does so. Responsibility will be fully on the City to enforce its financial disclosure ordinances.

Commented [LK31]: AG: Would suggest reverting back to Commission's suggestions and discuss pros and cons of doing City enforcement or MEC enforcement. Would also suggest that the City requires disclosures from Commissions, Boards, directors, etc. separately from this provision.

structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interest in matters affecting the City of Independence.

Sec. 1.16.025. Persons required to file disclosure form.

(a) *Annual Filers*. Each elected official; members of the Planning Commission, Board of Adjustment, Board of Building and Engineering Appeals, Board of Ethics, the Industrial Development Authority; the city manager, city counselor, chief purchasing official, subordinate city managers, department directors and municipal judges shall complete and file the Personal Financial Disclosure ("PFD") statement provided by the Missouri Ethics Commission ("MEC").

(b) *Candidates for Elective Office*. PFD statements required by the MEC shall be filed by candidates for Mayor and City Council.

Sec. 1.16.026. Filing of reports.

(a) The PFD statements shall be filed at the following times, but no person is required to file more than one PFD statement in any calendar year, unless a material change occurs in information reported in the PFD, or as otherwise required by the Code of Ethics.

(1) *Annual Filers*. PFD statements must be filed between January 1 and May 1 by annual filers for each year they hold the position.

(2) *New Appointments of Employment*. Each person appointed to office or employment in Section 1.16.026 shall file a PFD statement within thirty (30) days of appointment or employment for the calendar year before the date of appointment or employment.

(3) *Candidate for Elective Office*. A PFD statement must be filed by candidates for elective office no later than fourteen (14) days after the close of filing for candidacy.

(4) *Where to File*. PFD statements must be filed with the City utilizing the MEC system.

(b) In the event of an unforeseen circumstance, which prevents an official or employee performing their assigned duties, including, but not limited to, military service or acute illness or leave without pay under the Family Medical Leave Act, the deadline for receipt by the City Clerk is extended until such time as the official or employee resumes their duties.

Sec. 1.16.027. Responsibilities of City Clerk

The City Clerk shall:

(a) Submit every two years to MEC an ordinance identifying City official and employee

Commented [LK32]: CM McCandless: I suggest substitute language that instead of filing a PFD, that the board applicant make a disclosure of conflict of interest on a form that is provided to the City Clerk, which should be updated annually. This would apply to Planning commission, Board of Adjustment, Board of Building and Engineering Appeals, Board of Ethics, and the Industrial Development Authority.

Commented [LK33]: CM McCandless: (5) PDF amendment or letter describing substantive updates or changes may be filed with the City Clerk in between the required annual filings.

Law Dept.: The Code states that unless a material changes occurs, the PFD shall be filed annually. It is implicit that a PFD shall be filed when a material change occurs, but this can be added explicitly to the Code.

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positions required to file PFD statements, and provide annually to MEC a list of individuals required to file a PFD.

(b) Maintain copies of the PFD statements and make them available for public inspection and copying according to the open records statutes of the State of Missouri.

(c) Provide to the City Council copies of filed PFD statements of elected and appointed officials, municipal judges, the city manager, and city counselor.

(d) Provide to the City Manager copies of all filed PFD statements of subordinate city managers and department heads.

(e) Notify annual filers of missed deadlines for filing and inform them of penalties for not filing.

(f) Notify the City Council of failure by an elected or appointed official or candidate for elective office to file a PFD statement and notify the City Manager of any employees who have failed to file a PFD statement.

Sec. 1.16.028. Penalties.

(a) The penalties for failure to file a PFD within 30 days after receiving notice from the MEC that the filing deadline was missed are:

(1) *Elected Officials*. Until a proper PFD is filed, elected officials will be suspended from office.

(2) *Appointed Officials*. Removal of appointed officials from their positions will be automatic.

(3) *Employees*. Compensation to employees will be withheld until a PFD statement is filed or employment may be terminated.

Sec. 1.16.029. Penalties specific to candidates for elected office.

Failure to file a PFD statement by the 14-day MEC deadline will result in a minimum $10 per day late fee. Failure to file by the 21-day MEC deadline will result in late fees, candidate disqualification, and removal from the ballot.

DIVISION 6. CAMPAIGN FINANCE

Sec. 1.16.030. Statement of purpose.

Disclosure of financial contributions protects the ability of City residents to be informed of the financing used in support of, or against, campaigns for locally elected office. Spending limits combat the potential for, and appearance of, corruption, and preserves the ability of all qualified community members to run for public office.

Commented [LK34]: Law Dept.: This conflicts with the Penalties section, which states that penalties will be imposed if a PFD has not been filed within 30 days after MEC has notified late annual filers.

Generally, the amount involvement of MEC that the Code as currently written anticipates is unclear to me.

Commented [LK35]: CM McCandless: This is over the top.

Law Dept.: Per 105.492, RSMo., if a person required to file a PDF by the State receives any compensation from public funds, that person shall not be paid until the person has filed a PFD. Any such person who continues to fail to file a PDF for 30 or more days after receiving notice shall be subject to suspension from office.

Commented [LK36]: Law Dept.: See above; who notifies annual filers?

Commented [LK37]: CM McCandless: Should read: follows the current State statute.

Law Dept.: Per 105.492, RSMo., if a candidate does not file a PDF by the 21 day deadline, such candidate is disqualified and the candidate's name shall be removed from the ballot.

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Sec. 1.16.031. Compliance with State and Federal law.

All candidates, committees, candidate committees, campaign committees, continuing committees, and connected organizations shall comply with all applicable State and Federal election and campaign finance laws.

~~**Sec. 1.16.032. Primary and general elections.**~~

~~Primary and General elections are considered to be two separate elections, and the following provisions will apply to both primary and general elections:~~

~~(a) *Disclosure.*~~

~~(1) Candidates for all elective positions must disclose and report all campaign contributions.~~

~~(2) All monetary donations of any amount must be disclosed so the total amount of contributions will be known.~~

~~(3) Monetary donations exceeding $100 or more cumulative from each contributor must include the name, address, employer, and occupation of the contributor.~~

~~(4) The same disclosure must be made for in-kind donations, including the nature and value of the donation.~~

~~(b) *Limits on contributions.*~~

~~(c)~~

~~(d) No person or entity may make monetary or in-kind contributions to a candidate which cumulatively exceed half of the State campaign contribution limit for candidates for State Representative, or $1,000, adjusted for inflation, for a primary or for a general election, whichever is greater. For clarity an individual or entity may make up to a $1,000 contribution for each a primary and a general election.~~

~~(e) *Time Limits.*~~

~~(f)~~

~~(g) Fundraising may not begin before one year prior to the elections. Receipt of contributions must conclude within six months following the election.~~

~~(h) *Responsibility of Others.*~~

~~(1) Political Action Committees and anyone other than the candidate's campaign committee must disclose the names of their management team.~~

~~(2) All mailings and electronic communications advocating for or against a candidate must provide the name or entity responsible for the mailing or communication, including the name, address, and phone number of a responsible person.~~

Commented [LK38]: Prior to 3.23.26, this section read "No person or entity may make monetary or in-kind contributions to a candidate which cumulatively exceed half of the State campaign contribution limit for candidates for State Representative, or $1,000, adjusted for inflation, for a primary or for a general election, whichever is greater."

Commented [LK39]: CM McCandless: This amount should be indexed to inflation.

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~~(i) *Prohibited Contributions.*~~

~~(1) Contributions may not be received from individuals or entity which have a contract or are actively pursuing a contract with the City within six months of making the contribution, if the contract exceeds $50,000.~~

~~(2) All contracts for purchases exceeding $50,000 shall include a prohibition of making a campaign contribution in any amount from the business or its principals during the time of the contract and for six months thereafter.~~

~~(3) Contributions in violation of Section 1.16.021(b) are prohibited.~~

~~(j) *Disclosure before voting by Councilmember or Mayor.* To provide assurance to the public that the City Council and Mayor act in the best interest of the public and City, a councilmember or mayor who accepts campaign contributions in any amount from a union or organization of city employees, directly or indirectly, shall publicly disclose any such contribution prior to any vote on a matter affecting or approving a collective bargaining agreement or a personnel policy of that union or organization.~~

~~(k) *Filing of Disclosures.* All required disclosures shall be filed with the City Clerk and may be in the form of the MEC filing and any supplemental information necessary to comply with this Section.~~

DIVISION 7. BOARD OF ETHICS

Sec. 1.16.033. Structure of the Board of Ethics.

(a) *Powers and duties*. In accordance with Article V of the City Charter, the independent Board of Ethics has the powers and duties specified in Article V of the City Charter and other powers and duties prescribed by ordinance. In order to exercise any powers of the board a quorum defined as three members shall be present and any action of the Board requires three affirmative votes.

(b) *Promulgation of Rules*. The Board of Ethics may promulgate rules and regulations as are necessary to carry out its responsibilities.

(c) *Composition*. The Board of Ethics shall consist of five (5) members appointed by the City Council.

(d) *Terms of office*. Appointments shall be for a term of four (4) years on a staggered basis.

(e) *Qualifications*.

(1) Members of the Board shall have good moral character and shall be residents of the City. No member of the Board shall be:

a. A City official, employee, or member of any City board or commission other than the Board of Ethics;

b. An elected public official;

Commented [LK40]: Prior to 3.23.26, this read "All contracts for purchases exceeding $50,000 shall include a provision prohibiting the business or its principles from making a campaign contribution in any amount to candidates for City primary and general elections during the time of the contract and for six months thereafter."

Commented [LK41]: CM McCandless: Does this apply to approving the annual budget? Does this apply to accepting grants on behalf of a department?

Law Dept.: Per the Code, it would apply to all matters that affect the union or organization.

Commented [LK42]: AG: would suggest following language:
"matter altering or approving a collective bargaining agreement or personnel policy impacting that union or organization"

Commented [LK43]: Prior to 3.23.26, this read "To provide assurance to the public that the City Council and Mayor act in the best interest of the public and City, a councilmember or mayor who accepts campaign contributions in any amount from a union or organization of city employees, directly or indirectly, shall publicly disclose any such contribution prior to any vote on a matter affecting or approving a collective bargaining agreement or a personnel policy of that union or organization."

Commented [LK44]: AG: would recommend use of "may." City could include in the future items that the MEC does not, or the MEC documents could be shrunk

c. A candidate for elected public office;

d. An official of a political party;

e. A campaign treasurer, campaign manager, official or other policy or decision-maker for the campaign of any candidate for elected public office or any political action committee; or

f. A lobbyist.

(2) Further, no member of the Board of Ethics shall have been convicted of a felony or a crime of moral turpitude or have been found in violation of any provision of the Code of Ethics or a State law relating to ethical conduct of City officials and employees.

(f) *Removal*. Members of the Board of Ethics may be removed from office for cause by a majority of the City Council only after a public hearing at which the member was provided with the opportunity to be heard. Grounds for removal include: failure to satisfy, or to continue to satisfy, the qualifications set forth in Section 1.16.031(e); substantial neglect of duty; gross misconduct in office; inability to discharge the powers or duties of office; or violation of any provision in this Code of Ethics, a State law relating to ethical conduct of City officials and employees, or a conviction of a felony or crime of moral turpitude.

(g) *Vacancies*. The City Council shall fill any vacancy on the Board by a person who will serve the remainder of the unexpired term.

(h) *Recusal*. A member of the Board of Ethics shall recuse from any matter before the board in which, because of familial relationship, employment, investments, or other circumstances~~wise~~, impartiality might reasonably be questioned.

(i) *Temporary Replacements*. If any Board members recuse themselves, the City Council may appoint temporary replacements for the recused members for the matter in question.

(j) *Chair*. Each year, the Board shall meet and elect a chair from among its members, who will serve a one-year term and may be re-elected. The Chair or a majority of the Board may call a meeting of the Board. The Chair shall preside ~~at~~over meetings of the Board of Ethics and perform other administrative duties.

(k) *Reimbursement*. The members of the Board of Ethics shall not be compensated but shall be reimbursed for reasonable expenses incurred in the performance of their official duties.

(l) *Training*. The Board shall receive training from the City Counselor ~~about~~ regarding its duties when it meets to select a Chair.

Commented [LK45]: Law Dept.: This was added in consideration of the Commission's intent to not allow persons to serve on the Board of Ethics who have violated the City's Code of Ethics; due to expected changes of the draft Code of Ethics regarding jurisdiction of the Board of Ethics, this suggestion would implement the intent of the Commission to not allow persons who have violated City ethical ordinances to serve on the Board of Ethics, as it is likely that State charges may follow a violation of State ethics laws, rather than municipal charges.

Commented [LK46]: CM McCandless: What about the failure to reappoint?

Commented [LK47]: CM McCandless: Training provided by whom? Who pays the cost?

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Sec. 1.16.034. Jurisdiction and powers.

(a) *Jurisdiction*. The Board of Ethics has jurisdiction to investigate, conduct hearings, make recommendations, and issue advisory opinions concerning ~~and make findings and conclusions concerning~~ an alleged violation of the Code of Ethics, as ~~enacted~~ may be amended from time to time by ordinance.

(b) *Powers*. The Board of Ethics has the power to:

(1) request from the City Manager the assignment of staff necessary to carry out its duties;

(2) make notifications, extend deadlines, and conduct investigations on ~~referrals and~~ complaints;

(3) compel the submission of evidence and production of sworn testimony including issuing subpoenas;

(4) ~~recommend cases for prosecution by~~contact appropriate authorities ~~and~~ or agencies regarding an alleged violation of the Code of Ethics;

(5) ~~enforce its decisions by assessing~~recommend sanctions authorized by ordinance;

(6) request the City Council to provide an independent counsel to advise and represent the Board, when appropriate or necessary to avoid a conflict of interest;

(7) assist in the training and education of City officials and employees with respect to ethical responsibilities;

(8) recommend to the City Council and City Manager needed or desirable changes in ordinances or ~~regulations~~policies;

(9) initiate its own investigations and complaints; and

(10) exercise such other powers and duties as may be established by ordinance.

(c) *Limitations*. The Board of Ethics shall not consider any alleged violation that occurred more than two (2) years prior to the date of the filing of the complaint unless a continuing pattern of behavior outside of the two-year period is discovered.

(d) *Discretion over previously resolved complaints*. The Board of Ethics has the discretion to accept or decline consideration of an alleged violation that has been resolved by the City Council or the City Manager, except that the Board of Ethics may not accept consideration of an alleged violation if the City Council or City Manager has agreed to resolve the violation as part of an agreement to end the City official or employee's position or employment with the City.

(e) *Termination of City official's or employee's duties*. The termination of a City official's

Commented [LK48]: AG: would suggest the following:

… conduct hearings, "make findings and conclusions concerning an alleged violation of the Code of Ethics, and issue recommendations and advisory opinions"

Commented [LK49]: Law Dept.: The Board of Ethics cannot make findings of fact and conclusions of law concerning alleged violations of the Code of Ethics. 479.010 ,RSMo. states "Violations of municipal ordinances shall be heard and determined only before divisions of the circuit court as hereinafter provided in this chapter. **"Heard and determined"**, for purposes of this chapter, shall mean any process under which the court in question retains the final authority to make factual determinations pertaining to allegations of a municipal ordinance violation."

The Board of Ethics does not and cannot have jurisdiction to determine if a violation has occurred; only the municipal court can determine if a violation has occurred. This is why the current ordinances concerning the Board of Ethics allows the Board to only issue advisory opinions.

Commented [LK50]: AG: Would suggest the following language:
"Recommend cases for prosecution by contacting appropriate authorities for further processing of the complaint regarding an alleged violation of the Code of Ethics."

Commented [LK51]: Law Dept.: continuing the above comment, the Board of Ethics cannot assess fines; only the municipal court has the authority to impose sanctions for a violation of the Code.

Commented [LK52]: CM McCandless: What if the agreement for the person to leave city employment or to resign from the City Council includes an agreement for no action by the Board of Ethics?

Commented [LK53]: CM McCandless: There needs to be some bumpers on this.

or employee's duties does not affect the jurisdiction of the Board of Ethics with respect to alleged violations occurring prior to the termination of official duties, except that the Board of Ethics may not accept consideration of an alleged violation if the City Council or City Manager has agreed to resolve the violation as part of an agreement to end the City official or employee's position or employment with the City.

Sec. 1.16.035. Requests for Advisory Opinions

(a) *Who May Request Advisory Opinions.*

Commented [LK54]: Law Dept.: This does not allow citizens to request a hearing and advisory opinion on City officials and employees.

(1) The Mayor or any Councilmember may in writing request a hearing and advisory opinion of the Board of Ethics and/or the City Counselor upon any officer or employee of the City Government.

(2) The City Manager may request in writing a hearing and advisory opinion of the Board of Ethics and/or the City Counselor upon any salaried City official or employee.

(3) The Mayor, any Councilmember, and all other officers or employees of the City Government may in writing request a hearing and advisory opinion of the Board of Ethics and/or the City Counselor upon their own situation as guidance for present or future conduct.

(4) The Mayor and/or Council may, before making any future appointments to any board or commission, request in writing an advisory opinion of the Board of Ethics and/or City Counselor concerning all potential appointees under consideration.

(5) Individuals qualifying under Section 1.16.012(c)(1).

Sec. 1.16.036. Complaints.

(a) *Filing a complaint*. Any person who believes that there has been a violation of the ~~ethics laws~~Code of Ethics may file a complaint with the City Clerk to allege such violation, except that a complaint may not be filed against a candidate for City office within fifteen (15) days prior to a City election.

(b) *False statements*. It shall be unlawful for any person to knowingly provide false information in a complaint or make a false statement, whether oral or written, in any proceedings before the Board of Ethics.

(c) *Provided assistance*. The City Clerk shall provide information to persons who inquire about the process for filing a complaint.

(d) *Complaint form*. A complaint filed under this section must be in writing and must set forth in simple, concise, and direct statements:

(1) The name (and position or title, if any) of the complainant;

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(2) The mailing address and the telephone number of the complainant;

(3) The name and position or title, if known, of each person complained about;

(4) The nature of the alleged violation;

(5) A statement of the facts constituting the alleged violation and the dates on which or period of time in which the alleged violation occurred; and

(6) All documents or other material available to the complainant that are relevant to the allegation; a list of all documents or other material relevant to the allegation and available to the complainant but that are not in the possession of the complainant, including the location of the documents, if known; and a list of all documents or other material relevant to the allegation but unavailable to the complainant, including the location of the documents, if known.

(e) *Alleged violation*. The complaint must state on its face an allegation that, if true, constitutes a violation of a law or ordinance ~~administered and enforced by~~under the scope of ~~-~~the Board.

(f) *Referral to the Chair of the Board of Ethics and the City Counselor*.

(1) A copy of a complaint shall be forwarded promptly by the City Clerk to the Chair of the Board of Ethics and to the City Counselor's Office who shall each independently review the complaint for compliance with the filing requirements within five (5) business days of receipt from the City Clerk.

(2) If it is determined by either the Chair of the Board of Ethics or the City Counselor that the complaint alleges a violation of the Code of Ethics, and substantially complies with the filing requirements, the complaint shall be forwarded by the City Clerk to the members of the Board of Ethics and the respondents within five (5) business days after notice to proceed from either the Chair of the Board of Ethics or the City Counselor. If the complaint does not substantially comply with the filing requirements, the City Counselor shall return the complaint to the complainant with a letter explaining the defects in the complaint.

(g) *Notice to Respondent(s)*. The City Clerk shall include a copy of the Complaint, provide access to the Code of Ethics, and inform respondent(s) of their right to request a hearing when notifying respondent(s) of a complaint.

(h) *Responses*. The City Clerk shall forward any responses to the Board of Ethics and the City Counselor.

(i) *Confidentiality*.

(1) The Board of Ethics and any staff shall not communicate any information about a pending complaint, including whether or not a complaint has been

Commented [LK55]: Law Dept.: Regarding Mayor Rowland's comments regarding confidentiality and frivolous complaints/trying to not destroy a person's reputation.

610.021(13) allows for the closure of "individually identifiable personnel records, performance ratings, or records pertaining to employees or applicants for employment". Under this section, ethics complaints that are individually identifiable would be closed. If an advisory opinion were published regarding an employee, the Board would need to redact the opinion or use vague terms, much like MEC advisory opinions do.

filed, to any person other than the respondent, the complainant, and a witness or potential witness.

(2) Information otherwise confidential under this section may be disclosed by entering it into the record of a formal hearing or Board of Ethics proceeding.

Sec. 1.16.037. City Counselor's Office.

(a) *City Counselor's Office*. The following duties shall be performed by the City Counselor:

1. Act as legal counsel to the Board of Ethics;
2. Review complaints for legal sufficiency; and
3. Issue advisory opinions to City officials and employees about the requirements imposed by the ethics laws.
4. Review proposed advisory opinions from the Board of Ethics.
5. Attend meetings and hearings of the Board of Ethics when requested to do so by any member of the Board of Ethics.

(b) *Independent Counsel*.

1. An independent attorney, who does not otherwise represent the City, shall be appointed to serve as the independent Counsel when a complaint is filed relating to an alleged violation of the ethics laws by the Mayor, a member of the City Council, a candidate for City Council, or a member of the City Counselor's office.
2. The City Counselor or Board of Ethics may request the appointment of an independent counsel for a particular matter.

Sec. 1.16.038. Board of Ethics procedure.

(a) *Review by Board of Ethics*. The Board of Ethics will meet to review the complaint, responses, replies to responses and any other information it has requested be provided to assist in consideration of the complaint. The Board shall consider whether the facts of the case establish a violation of any provision in the ethics laws, regardless of which provisions, if any, were identified in the complaint as having been allegedly violated. If the Board ~~finds~~ opines that the complaint fails to be a violation of the Code of Ethics when assuming all facts set forth in the complaint to be true, the Board may dismiss the complaint without further proceedings. The Board may dismiss a complaint if it ~~determines~~ opines that the alleged violation, if true, would constitute a de minimis violation.

(b) *Notice to respondent*. The Board may not ~~find that there has been a violation of a particular rule~~issue an advisory opinion before the respondent has an opportunity to respond. Notice is conclusively established if the Board or the City Clerk provides the respondent with written notice of the alleged violation and a ten (10) business-

Commented [LK56]: CM McCandless: Add section (c) Nothing in this section shall preclude a City employee or official from retaining their own counsel.

Law Dept.: This section covers the duties of the City Counselor, not counsel to any respondent in an alleged ethical violation. Section 1.1.039(c) provides that a respondent has the right to retain counsel for a hearing.

Commented [LK57]: Law Dept.: with addition along this line in Sec. 1.16.041(a)(4)(f), does this satisfy the Council's concern regarding overwhelming the Board with de minimis allegations? The Board would still receive these complaints, but could determine if they wanted to proceed with the complaint or not. I would advise against giving anyone other than the Board the authority to determine if violations should be dismissed, and advise against prohibiting anyone from submitting a complaint.

Commented [LK58]: AG: "make a determination" before ...

day period within which to respond in writing to the charge.

(c) *Scheduling*. The Board of Ethics shall establish a timeline for conducting the matter, including any preliminary matters. The Board of Ethics has discretion over whether to hold a hearing.

(d) *Ex parte communications*. It is a violation of this code:

(1) For the complainant, the respondent, or any person acting on their behalf to engage or attempt to engage, directly or indirectly, in ex parte communication about the subject matter of a complaint with a member of the Board of Ethics, or any known witness to the complaint; or

(2) For a member of the Board of Ethics to:

a. Knowingly entertain an ex parte communication prohibited by Subsection 1.16.038(d)(1); or

b. Communicate directly or indirectly with any person, other than a member of the Board of Ethics, staff, or the City Counselor's Office, about any issue of fact or law relating to the complaint.

(e) *Duty to cooperate*. All City officials and employees shall cooperate with the Board of Ethics and shall supply requested testimony or evidence to assist it in carrying out its duties. Failure to abide by the obligations imposed by this subsection is a violation of this Code of Ethics.

(f) *Extension of deadlines*.

(1) A complainant or respondent who fails to meet a deadline to submit a filing with the Board of Ethics may request the Board to accept the late filing. The request shall include a statement of good cause for the Board to grant the request. The Board may grant a request to accept a late filing for good cause. Any extension given shall extend the deadline for the Board to issue a decision.

(2) The Board, under its own initiative or at the request of a respondent or investigative agency, may defer consideration of a complaint if the respondent is under investigation by any agency for the activity comprising the subject matter of the complaint, until such time as the investigation has concluded.

(g) *Timeliness of notices or submissions*. When the Code of Ethics requires a notice or other document to be submitted or otherwise given to a person or to the Board of Ethics, sufficient notice will be made according to "Notice" in Section 1.16.002 Definitions, unless another method of submission is expressly required.

Sec. 1.16.039. Hearing ~~rules~~procedure.

At any hearing held by the Board of Ethics the following ~~rules~~ procedure applies~~y~~:

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(a) *Generall~~y rules~~.* All witnesses must be sworn, and all questioning of witnesses shall be conducted by the members of the Board of Ethics or by counsel to the Board. The Board of Ethics may establish time limits and other rules relating to the participation of any person in the hearing.

(b) *Evidence.* The Board of Ethics shall rely on evidence of which a reasonably prudent person commonly relies in the conduct of the person's affairs.

(c) *The respondent.* The respondent has the right to attend the hearing, the right to make a statement, the right to request witnesses, and the right to be accompanied by legal counsel or another advisor. Only legal counsel to the respondent may advise respondent during the course of the hearing, but may not speak on his or her behalf, except with the permission of the Board. The time permitted for presentation will be at the discretion of the Board.

(d) *The complainant.* The complainant has the right to attend the hearing, the right to make a statement, and the right to be accompanied by legal counsel or another advisor.

Sec. 1.16.040. Disposition.

(a) *Time Limit.* The Board shall issue a decision within one hundred twenty (120) calendar days after the filing of a complaint. This deadline may be extended by any amount of time granted to a request for additional time to respond or to attend proceedings.

(b) *Written Opinion.* The Board shall state in a written opinion its ~~findings of fact and conclusions of law~~opinion whether the Code of Ethics has been violated. The written opinion shall either:

(1) Dismiss the complaint; or

(2) Upon ~~finding~~ making the opinion that there has been a violation of the Code of Ethics:

a. ~~Impose~~ Recommend the imposition of sanctions;

b. ~~Recommend~~ Notify the appropriate authority or agency~~prosecution and/or civil remedies~~; or

c. State why no remedial action or sanction is ~~imposed or~~ recommended.

(c) *Notification.* Copies of the opinion shall be forwarded to the complainant, the respondent, the City Counselor's Office, and any member of the Board of Ethics who did not participate in the disposition of the case. A copy of the opinion shall also be forwarded to the City Clerk, who shall make it available as authorized by law.

(d) *Recommendation ~~for Prosecution~~to Appropriate Authority or Agency. ~~A recommendation for prosecution shall be forwarded to the appropriate agency.~~*The Board may notify the appropriate authority or agency of the matter.

Commented [LK59]: AG: leave "findings"

Commented [LK60]: AG" … "for further processing of complaint"

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(e) *Similar charges barred.* If the complaint is dismissed ~~because the evidence failed to establish a violation of the Code of Ethics~~, the Board of Ethics shall not entertain any other similar complaint based on substantially the same evidence.

(f) *Factors relevant to sanctions.*

(1) *General violations.* In deciding whether to recommend, in the case of a violation of the Code of Ethics, prosecution or civil remedies, the Board of Ethics shall take into account relevant considerations, including, but not limited to, the following:

1. The culpability of the person charged in the complaint;
2. The harm to public or private interests resulting from the violation;
3. The necessity of preserving public confidence in the conduct of local government;
4. Whether there is evidence of a pattern of disregard for ethical obligations; and
5. Whether remedial action has been taken that will mitigate the adverse effect of the violation.

(2) To ~~impose or~~ recommend sanctions for a first violation of the Code of Ethics, other than a letter of notification, a letter of admonition or a referral to training, the Board must ~~find~~ opine by a preponderance of the evidence that the person acted knowingly, unless otherwise provided by this C~~c~~ode.

(g) *Civil sanctions for Code of Ethics violations.* The following civil remedies may be recommended by the Board of Ethics which ~~finds~~ opines that the Code of Ethics has been violated:

(1) *Disciplinary action.* When the Board issues an advisory opinion that a c~~C~~ity official~~s~~ ~~and~~ or employee~~s~~ who has engaged in conduct that violates this code, such official or employee may be notified, warned, reprimanded, suspended, or removed from office or employment by the appointing authority, or by a person or body authorized by law to impose such remedies. Disciplinary action under this section may be imposed in addition to any other penalty or remedy contained in this Code of Ethics or any other law. The Board of Ethics may refer a violation to the City Manager or the City Manager's designee for disciplinary action;

(2) *Disqualification from contracting or lobbying.*

a. ~~If~~ When the Board of Ethics ~~finds~~ issues an advisory that any person (including business entities and non-profit entities) has intentionally or knowingly violated any provision of the Code of Ethics, or has intentionally or knowingly assisted another person in violating any provision of the Code of Ethics, or has violated a provision or assisted another in a

Commented [LK61]: Issues an advisory opinion

violation that the person should have known was a violation of the Code of Ethics, the Board of Ethics may recommend that the person be prohibited from entering into any contract with the City or prohibited from lobbying on behalf of clients before the City for a period not to exceed three (3) years.

b. It is a violation of this Code of Ethics:

(1) For a person debarred from contracting with the City to enter, or attempt to enter, into a contract with the City during the period of disqualification from contracting; or

(2) For a City official or employee to knowingly assist a violation of Section 1.16.040(g)(2)(b).

c. Nothing in this section shall be construed to prohibit any person from receiving a service or benefit, or from using a facility which is generally available to the public, according to the same terms.

(3) *Civil fine.* The Board of Ethics may recommend imposition upon any person, City official, or employee of the City, who violates any provision of this Code of Ethics a fine not exceeding five hundred dollars ($500.00).

(4) *Letter of notification.* The Board of Ethics may issue a letter of notification to any person, City official, or employee of the City, when the Board ~~finds~~ is of the opinion that a violation of the Code of Ethics was unintentional or inadvertent. The letter must advise the person to whom it is directed of any steps to be taken to avoid future violations.

(5) *Letter of admonition.* The Board of Ethics may issue to any person, City official, or employee of the City, a letter of admonition when the Board ~~finds~~ is of the opinion that the violation of the Code of Ethics was minor or may have been unintentional or inadvertent.

(6) *Letter of reprimand.* The Board of Ethics may issue to any person, City official, or employee of the City, a letter of reprimand when the Board ~~finds~~ is of the opinion that the person has violated the Code of Ethics.

(7) *Referral to ethics training.* ~~U~~The Board of Ethics may recommend a City official or employee to attend Code of Ethics training when the Board is of the opinion that the person has violated the Code of Ethics. ~~pon finding of violation of the Code of Ethics, the Board of Ethics may require a City official, or employee to attend Code of Ethics training.~~

Sec. 1.16.041. ~~Procedure for Handling~~ Frivolous Complaints.

(a) *Frivolous complaints.*

(1) For purposes of this section, a "frivolous complaint" is a complaint that is groundless and brought in bad faith or groundless and brought for the purpose of harassment.

(2) The filing of a frivolous complaint is a violation of the Code of Ethics.

(3) The Board may order a complainant to show cause why the Board should not determine that the complaint filed by the complainant against a respondent is a frivolous complaint.

(4) In deciding if a complaint is frivolous, the Board may also consider:

a. The timing of the complaint with respect to when the facts supporting the alleged violation became known or should have become known to the complainant, and with respect to the date of any pending election in which the respondent is a candidate or is involved with a candidacy, if any;

b. The nature and type of any publicity surrounding the filing of the complaint, and the degree of participation by the complainant in publicizing the fact that a complaint was filed with the Board;

c. The existence and nature of any relationship between the respondent and the complainant before the complaint was filed;

d. The relationship between the complainant and any group opposing the respondent; ~~and~~

e. Any evidence that the complainant knew or reasonably should have known that the allegations in the complaint were groundless;

~~e.~~f. The de minimis nature of the alleged violation.

Commented [LK62]: Law Dept.: with Sec. 1.16.038(a) addition, does this satisfy the Council's concern regarding overwhelming the Board with de minimis allegations? The Board would still receive these complaints, but could determine if they wanted to proceed with the complaint or not. I would advise against giving anyone other than the Board the authority to determine if violations are frivolous, and advise against prohibiting anyone from submitting complaints.

(5) Notice of an order to show cause shall be given to the complainant, with a copy to the respondent, and shall include the date, time, and place of the hearing to be held under this Section.

(6) Before ~~making a determination~~issuing an advisory opinion that a complaint against a respondent is a frivolous complaint, the Board shall hold a hearing at which the complainant may be heard; the complainant may be accompanied by counsel retained by the complainant.

(7) The Board may ~~determine~~ issue an advisory opinion that a complainant filed a frivolous complaint against a respondent and may recommend sanctions against that complainant.

(b) *Sanctions for filing frivolous complaints*.

(1) Before recommending a sanction for filing a frivolous complaint, the Board shall consider the following factors:

a. The seriousness of the violation, including the nature, circumstances, consequences, extent, and gravity of the violation;

b. The sanction necessary to deter future violations; and

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c. Any other matters that justice may require.

(2) The Board may recommend the following sanctions:

a. A civil penalty of not more than five hundred dollars ($500.00).
b. Imposition of attorneys' fees incurred by the respondent;

c. Any other sanction permitted by law.

(3) The Board may notify the appropriate regulatory or supervisory agency or prosecuting authority for their appropriate action.

Sec. 1.16.042. Finality of ~~Opinions and Findings~~Advisory Opinions.

The ~~findings~~ advisory opinions of the Board of Ethics shall be final and no appeal from any such decision shall be taken or permitted to be taken to any other City official, administrative board or commission, or to the City Council.

Sec. 1.16.043. Public records and open meetings.

Meetings and other proceedings, including records requests, of the Board of Ethics will be conducted in compliance with the Missouri Open Meetings and Records Law.

DIVISION 08. ADMINISTRATIVE PROVISIONS

Sec. 1.16.044. Other obligations.

This Code of Ethics is cumulative of and supplemental to applicable State and federal laws and regulations. Compliance with the provisions of this Code shall not excuse or relieve any person from any obligation imposed by State or federal law regarding ethics, financial reporting, lobbying activities, or any other issue addressed herein.

Even if a City official or employee is not prohibited from taking official action by this Code of Ethics, action may be prohibited by duly promulgated personnel ~~rules~~policies, which may be more stringent.

Sec. 1.16.045. Distribution and training.

(a) *Availability to the public*. A copy of the Code of Ethics shall be made available to the public through the City's website.

(b) *Orientation and training*.

(1) Elected officials. The City Clerk shall provide newly elected officials with a copy of the Code of Ethics, and the City Counselor's Office shall brief them on the contents of the Code within thirty (30) days of assuming office.

(2) *Board and Commissions*. The City Clerk shall provide copies of the Code of Ethics or training materials to newly appointed board and commission

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members.

(3) *New and Existing Employees*. The City Manager shall provide new and existing employees with materials and training to inform them of provisions of the Code of Ethics which are likely to be relevant to their duties.

(4) *Amended provisions*. When the Code of Ethics is amended, new copies of the Code of Ethics shall be provided to all City officials and employees. The City Counselor's Office shall brief City officials and employees on such amendments within thirty (30) days of the effective date of the amendments.

Sec. 1.16.046. Severability.

If any provision of this Code is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this Code to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Code which can be given effect without the invalid or unconstitutional provision or application.

Code of Ethics Summary

Overview: The Code of Ethics is intended to replace Chapter 1, Article 16 of the current Code of Ordinances. Article 16 currently focuses on powers and procedures of the Board of Ethics and provides that the City Manager and the Council shall disclose outside employment and financial interests after assuming offices. Article 16 does not provide guidance as to ethical and unethical conduct and does not provide repercussions for unethical conduct, apart from advisory opinions. The Code of Ethics is intended to establish standards of ethical conduct and procedures for violations of the Code of Ethics.

This document is intended as summary of the items included in the Code of Ethics and may summarize or shorten provisions for ease of explanation; precise language may be found in the draft Code of Ethics.

Division 1: Division 1 provides a statement of purpose and definitions.

Division 2: Division 2 governs current City officials and employees. It includes the following, which is not an expansive list of all prohibited conduct included in the Code of Ethics:

- What constitutes a conflict of interest and if there is a conflict of interest, the City official or employee must rescue.
- A City official may not make or influence a decision that involves the interests of a person with whom the City official is seeking or negotiating future employment.
- City officials and employees cannot use their position to advance or attempt to advance private interests that are not available to other persons.
- City officials and employees may not engage in quid pro quos.
- City officials and employees shall not appoint or supervise persons within the fourth degree of consanguinity.
- City officials and employees may not accept gifts that tend to or are intended to influence or reward official action. Public awards and special occasion gifts, among others, may be accepted.
- City officials and employees are prohibited from representing any person other than themselves or their spouse or minor children before the City. Board/body members are excluded from this prohibition, but may not represent persons before the board/body they are a member of, before City staff having responsibility to making recommendations to that board/body, or before a board/body that has appellate jurisdiction over the board/body the person is a member of.
- City officials and employees shall not use City facilities, personnel, supplies, or time while on City duty for private purposes, except to the extent that those resources are available to the public.
- City officials and employees shall not influence a subordinate to engage in or refrain from engaging in any political activity.
- City officials and employees shall not accept anything of value for political activity for an item pending on the ballot.
- City officials and employees shall not assist others or use others to violate the Code of Ethics.
- City officials and employees shall not have a financial interest in contracts with the City, except for competitive bids or real estate transactions where the City official or employee is the owner.
- City officials and employees shall report suspected violations.
- Whistleblower protections shall apply to City employees.

Division 3: Division 3 governs former City officials and employees. It includes the following:

- Former City officials and employees must maintain continuing confidentiality.
- Former City officials and employees shall not represent private interests before the City – as discussed in Division 2 – for two years after termination of all City duties.

- Former City officials and employees who personally and substantially participated in the negotiation of a discretionary City contract shall not perform work for compensation relating to a discretionary City contract for two years after termination of all City duties.
- For a year after termination of all City duties, former City officials and employees shall not have a financial interest in any discretionary contract with the City.
- A former City official or employee may immediately return to employment or other status enjoyed immediately prior to commencing City duties.

Division 4: Division 4 governs persons doing business with the City. It applies to individuals and entities seeking: discretionary contracts; the purchase, sale, or lease of property to or from the City; and development projects, land use decisions, tax incentives, or issuance of bonds. It provides the following:

- Persons doing business with the City are prohibited from contacting City officials and employees regarding contracts mentioned above after an RFP, RFQ, or other solicitation has been released.
- Individuals shall not seek a commitment to approve or deny any application for land use prior to a required vote on the application. Individuals may not discuss a prospective application for a project as mentioned above without being in the presence of the City Counselor and the City Manager or his or her designee.
- Persons in violation of this Division may be disqualified from doing business with the City.
- If prohibited contacts are made, they shall be disclosed publicly.
- If individuals know that a City official or employee will benefit from approval of an item, the individual shall disclose such information in a timely manner.
- Individuals and entities seeking City Council action on a matter listed above shall disclose all political contributions over $5000 made to a Council member in the past two years.
- Political contributions shall not be made to or on behalf of a City elected official until one year following a decision on the matters listed above.
- Representations made in seeking approval of the items listed above which are found to be false are grounds for terminating or rescinding approvals.
- Any person or firm hired by the City as a lobbyist shall not participate in, render services to, or contribute monetarily to any person running for City office.

Division 5: Division 5 governs financial disclosures and provides that financial interest statements shall be filed in accordance with 105.483, RSMo. Each elected official, candidate for elective office, the chief administrative officers, the chief purchasing officer, and the City Council, if employed full time, and each official or employee who is authorized by the Council to promulgate rules and regulations with the force of law or to vote on the adoption of rules and regulations with the force of law are required to file financial interest statements.

Division 6: Division 6 governs campaign finances and provides that all candidates, committees, candidate committees, campaign committees, continuing committees, and connected organizations shall comply with all applicable State and Federal election and campaign finance laws.

Division 7: Division 7 governs the Board of Ethics. It provides the following:

- The Board of Ethics shall have the powers and duties as specified in Article V of the City Charter.
- *Members*: The Board shall consist of five members appointed by the Council. Terms shall be for four years on a staggered basis. Members shall have good moral character and be residents of the City. Board members may not be a City official, employee, or member of other City board or commission, an elected public official, a candidate for elective public office, an official of a political party, a campaign manager or decision-maker, or a lobbyist. Members shall not have convictions for a felony, a crime of moral turpitude, or have violated any provision of the Code of

Ethics or a State law relating to ethical conduct of City officials and employees. Members shall recuse when impartiality may reasonably be questioned. The Council may appoint temporary replacements for recused members. The Board shall receive training from the City Counselor.

- *Powers*: The Board has jurisdiction to investigate, conduct hearings, make recommendations, and issue advisory opinions concerning an alleged violation of this Code of Ethics. It has the power to: request assignment of staff from the City Manager; make notifications, extend deadlines, and conduct investigations on complaints; issue subpoenas; contact appropriate authorities regarding an alleged violation of the Code of Ethics; recommend sanctions; request independent counsel; assist in the training of City officials and employees; recommend to the City Council changed needed or desirable; and initiate its own investigations and complaints.
- The Board shall not consider an alleged violation from more than two years prior to the filing of the complaint, unless a continuing pattern is established.
- The Board has the discretion to accept or decline consideration of an alleged violation, except that it may not consider a violation if the Council or City Manager has agreed to resolve the violation as part of an agreement to end the official or employee's position or employment with the City.
- *Advisory opinions*: The Mayor or a councilmember may request an advisory opinion upon any officer or employee. The City Manager may request an advisory opinion upon any salaried City official or employee. The Mayor, a Councilmember, or all other officers and employees of the City may request an advisory opinion upon their own situation. The Mayor and/or Council may request an advisory opinion concerning all potential appointees under consideration for an appointment to a board or commission.
- It shall be unlawful for any person to knowingly provide false information in Board proceedings. The Board of Ethics shall keep information about a pending complaint confidential.
- The City Counselor shall act as legal counsel to the Board, review complaints, issue advisory opinions, review proposed advisory opinions, and attend meetings and hearings when requested.
- It is a violation of the Code to engage a member of the Board in ex parte communications.
- All City officials and employees shall cooperate with the Board and supply requested testimony or evidence to assist it. Failure to do so is a violation of the Code of Ethics.
- *Complaints*
    - Complaints may be filed with the City Clerk, except that complaints may not be filed against a candidate for City office within fifteen days prior to a City election.
    - The complaint must be in writing and must set forth the name, address, and telephone number of the complainant, the name and position or titled of each person complained about, the nature of the alleged violation, a statement of facts constituting the alleged violation, and all documents or materials relevant to the allegation. The complaint must state on its face an allegation that constitutes a violation of the Code of Ethics.
    - A complaint shall be forwarded by the City Clerk to the Chair of the Board and the City Counselor. If it substantially complies, the complaint shall be forwarded to the Board and the respondent within five days. The respondent shall receive a copy of the complaint, the Code of Ethics, and shall be informed of their right to request a hearing.
- *Procedure*
    - The Board of Ethics will meet to review the complaint, responses, and any information it has requested. If the Board finds that the complaints are not a violation, it shall dismiss the complaint. It may dismiss a complaint if it determines that the alleged violation, if true, would constitute a de minimis violation. The Board may not issue an advisory opinion before the respondent has an opportunity to request.
    - The Board may set a schedule and timeline for conducting the matter. The Board has discretion over whether to hold a hearing.
- *Hearings*

    - The respondent has the right to attend the hearing, to make a statement, to request witnesses, and to be accompanied by legal counsel.
    - The complainant has the right to attend the hearing, to make a statement, and to be accompanied by legal counsel.
- The Board shall issue a decision within 120 calendar days after the filing of a complaint. The Board shall state in a written opinion its findings of fact and conclusions of law. It shall either dismiss the complaint or upon making the opinion that there has been a violation, recommend sanctions, notify the appropriate authority, or state why no sanction is recommended.
- The following sanctions may be recommended: disciplinary action; disqualification from contracting or lobbying for a period not to exceed three years; or a civil fine up to $500. The Board may issue a letter of notification with steps to be taken to avoid future violations; letter of admonition; letter of reprimand; and referral to ethics training.
- The filing of frivolous complaints is a violation of the Code of Ethics. The Board may order a complainant to show cause why the Board should not determine that the complaint is a frivolous complaint. Before issuing an advisory opinion that a complaint is frivolous, the Board shall hold a hearing. Sanctions may be recommended.
- Advisory opinions are final and no appeal shall be taken to any other City official, board or commission, or the Council.

Division 8: Division 8 governs administrative matters.

- The Code of Ethics shall be publicly available through the City's website.
- Newly elected officials shall be provided with the Code of Ethics and the City Counselor's office shall brief them on the contents of the Code within thirty days of assuming office.
- The Code of Ethics or training materials shall be provided to newly appointed board and commission members.
- Employees shall be provided with training on the Code of Ethics.
- When the Code of Ethics is amended, new copies shall be provided to all City officials and employees. The City Counselor's office shall brief City officials and employees within thirty days of the effective dates of the amendments.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-032 1R An ordinance authorizing the City Manager to execute an Engineer-Procure-Construct (EPC) Agreement with EPC Services Company, for $13,561,176.00, and authorizing change orders of up to ten percent (10%), or $1,356,117.60 of the authorized amount, for the Bly Road Switchyard Construction for the Power & Light Department (IPL); and appropriating $14,917,293.60 from the IPL reserve fund balance to fund this purchase. 1R

Recommendations:

Council approval is required to meet contractual obligations.

Background:

In late 2025, the City of Independence, Missouri (City), through Independence Power & Light (IPL), initiated negotiations with Nebius, a major data center developer, for an Energy Services Agreement (ESA) to facilitate the generation and delivery of electric power to a new data center located within the Eastgate Commerce Center.

The executed ESA requires initial delivery of electric service beginning in late 2026, with phased load growth and ramping requirements extending through 2030. To meet these obligations, construction of a new electrical switch yard at the customer's site is required.

Given the compressed project schedule and current constraints within the electrical construction and equipment supply markets, limited options were available to ensure timely delivery of the necessary infrastructure. The proposed Engineering, Procurement, and Construction (EPC) contract reflects industry-standard practices for the design and construction of a modern switch yard and has been negotiated with a qualified contractor capable of securing long-lead equipment and meeting the required schedule.

The contract pricing is consistent with current market conditions, including premiums associated with accelerated timelines and supply chain constraints. Execution of this EPC contract is necessary to ensure IPL can meet its contractual obligations under the ESA and reliably deliver power to the new customer.

Emergency Justification:

Fiscal Impact:

The fiscal impact on the City is a total of $14,917,293.60. Funding for the Bly Road switchyard construction will be provided from the reserve funds of IPL and will be recovered through first year revenues from the large load that is being supplied from this project. Approval of this agreement will also authorize the Finance Director to appropriate the reserve funds for the

current fiscal year 2025-2026, into a new capital project, 0217021-5406-202622-C Bly Road Switchyard.

Council Action:

Department / Contact Power and Light /

REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - EPC Bly Road Switchyard Construction - EPC Services
2. Management Analyst Frazier EPC Contract for Switchyard Project Memo DRAFT
3. Memorandum for sole source EPC Services
4. Sole - Emergency Source Form - EPC Services Co - EPC Bly Rd Switchyard - FY 25-26
5. EPC Contract for Switchyard Project 20260410_Clean

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE, ON BEHALF OF THE CITY OF INDEPENDENCE, MISSOURI, AN ENGINEERING, PROCUREMENT, AND CONSTRUCTION ("EPC") AGREEMENT WITH EPC SERVICES COMPANY ("CONTRACTOR"), ADMINISTERED THROUGH INDEPENDENCE POWER & LIGHT (IPL), FOR THE CONSTRUCTION OF A HIGH-VOLTAGE SWITCHYARD TO SUPPORT A NEW LARGE-LOAD CUSTOMER; AND APPROPRIATING $14,917,293.60 FROM THE IPL RESERVE FUND BALANCE TO FUND THIS PROJECT.

WHEREAS, Independence Power & Light (IPL) has executed an Energy Services Agreement (ESA) with a new large-load customer that requires specialized interconnection facilities, including a dedicated high-voltage switchyard to connect to the IPL transmission system; and,

WHEREAS, EPC Services Company (Contractor) is a qualified provider of engineering, procurement, and construction services for electric utility infrastructure, with demonstrated experience delivering turnkey substation and switchyard projects, including design, equipment procurement, construction, testing, and commissioning; and,

WHEREAS, IPL desires to engage Contractor as the general contractor to perform all work necessary for the design, procurement, construction, startup, testing, and development of operational documentation for the switchyard facility, in accordance with the terms and conditions set forth in the EPC Agreement; and,

WHEREAS, due to the required project schedule and current market constraints related to electrical equipment and construction services, it is necessary to utilize an experienced EPC contractor capable of securing long-lead materials and delivering the project within the timeframe required to meet IPL's obligations under the ESA; and,

WHEREAS, the City Manager and the IPL Director recommend execution of the EPC Agreement with Contractor and appropriation of funds necessary to complete the project.

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

SECTION 1. The Engineering, Procurement, and Construction (EPC) Agreement between the City of Independence and EPC Services Company, in substantially the form attached hereto, is hereby approved.

SECTION 2. The City Manager is hereby authorized and directed to execute the EPC Agreement with the Contractor, along with any related documents, certificates, or instruments necessary or desirable to carry out the intent of this Ordinance, on behalf of the City. The City Clerk is hereby authorized to attest to and affix the seal of the City to such documents.

SECTION 3. The IPL Director, or his designee, is authorized to administer the terms of the EPC Agreement, including oversight of project execution, approvals, notices, and payment processing.

SECTION 4. The sum of $14,917,293.60 is hereby appropriated from the IPL Reserve Fund

Balance to fund the costs associated with this project.

SECTION 5. This Ordinance shall take effect and be in full force as provided by the City Charter.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As indicated above

_____
Director of Finance
City of Independence, Missouri

INDEPENDENCE
MISSOURI

MEMORANDUM

DATE: April 10th, 2026

TO: Honorable Mayor & Members of the City Council

FROM: Andrew R. Frazier, Management Analyst

SUBJECT: Independence Power & Light's EPC Contract for the Bly Road Switchyard Project

I have reviewed the contract information to ensure compliance with the contracting process per Section 1.43.007(D) of the City Code: The Management Analyst shall audit all proposed City contracts anticipated to cost in excess of $2,000,000.00 prior to the proposed contracts being submitted to the City Council.

The agenda includes a consent item authorizing the Interim City Manager to execute an Engineer-Procure-Construct (EPC) agreement with EPC Services Company to construct a switchyard in the amount of $13,561,176.00 and authorizing change orders of up to ten percent (10%), or $1,356,117.60. Under an Energy Services Agreement (ESA) with Nebius, Independence Power & Light must provide a specific initial electrical service and support phased load growth over time. To meet these demands, a new electrical switchyard at the Nebius site is required.

The project's total financial impact on the City is $14,917,293.60, including the 10 percent contingency. It will be funded through Independence Power and Light's reserve fund. These reserve funds are expected to be recovered through first year revenues from the large loads served by this project.

It should be noted that EPC Services Company was selected through sole-source procurement based on several factors, including schedule, supply, and overall market constraints. Based on these factors and the other relevant information provided by City staff, I did not identify any provisions that would be detrimental or unacceptable to the City.

Please let me know if you should have any further questions regarding this matter.

INDEPENDENCE
MISSOURI

Respectfully,

Andrew R. Frazier, MPA,
Management Analyst

C. Lisa Reynolds, Interim City Manager
Joe Hegendeffer, Independence Power & Light Director
Susanne Holland, City Clerk

Memorandum

To: Mayor and Members of the City Council
Cc: City Manager
From: Joseph Hegendeffer, Director, Independence Power & Light
Date: 4/10/2026
Subject: Sole Source Justification – EPC Services Company for Switchyard Construction

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Purpose

The purpose of this memorandum is to document and justify the use of a sole source procurement for the Engineering, Procurement, and Construction (EPC) contract with EPC Services Company (EPC Services) for the construction of a high-voltage switchyard necessary to serve a new large-load customer.

Background

Independence Power & Light (IPL) has executed an Energy Services Agreement (ESA) with a large-load customer that requires delivery of electric service beginning in late 2026, with defined ramping requirements thereafter. In order to meet the contractual obligations outlined in the ESA, IPL must construct a new dedicated switchyard to interconnect the customer to the transmission system.

The project schedule is critical, as failure to meet required in-service dates could expose the City to contractual penalties and negatively impact economic development commitments.

Procurement Evaluation

IPL conducted a market evaluation and engaged multiple qualified firms to assess their ability to deliver the project within the required timeframe. Discussions were held with the following firms:

- Burns & McDonnell
- DPR Construction
- Primoris General Contractors
- Concord Engineering

- AEI Engineering
- Exigent Power
- EPC Services Company
- CEM Engineering

Each firm was evaluated based on its ability to provide a turnkey solution, including engineering, procurement of long-lead electrical equipment, and construction services, within the accelerated schedule required by the ESA.

Sole Source Justification

Based on this evaluation, EPC Services Company was the only contractor able to demonstrate the capability to meet the project's critical schedule requirements while providing a comprehensive EPC solution.

Key factors supporting sole source selection include:

- **Schedule Certainty:** EPC Services has demonstrated the ability to meet the aggressive project timeline required to satisfy ESA obligations.
- **Procurement Capability:** EPC Services has established supply chain access to secure long-lead electrical equipment within the necessary timeframe, which is a significant constraint in the current market, specifically 161kv breakers and switchgear.
- **Turnkey Delivery:** EPC Services provides fully integrated engineering, procurement, and construction services, reducing coordination risk and accelerating project execution.
- **Risk Mitigation:** Utilizing a single, qualified EPC contractor minimizes project risk, including delays, cost escalation, and potential non-compliance with contractual delivery requirements. In addition, they are the chosen contractor utilized by the large load customer to construct their new substations allowing for coordination of work, manpower, equipment, and electrical connections to ensure we meet the needs of the end user in the timeframe required.

While several reputable firms were consulted, none were able to commit to the required schedule for engineering, equipment procurement, and construction necessary to deliver the switchyard in time to meet the ESA requirements.

Conclusion

Due to the critical nature of the project timeline, limited availability of qualified contractors capable of meeting schedule requirements, and the need to ensure compliance with contractual obligations under the ESA, IPL determined that a sole source procurement with EPC Services Company is in the best interest of the City.

This approach ensures timely project delivery, reduces risk to the City, and supports the successful implementation of a significant economic development initiative.

INDEPENDENCE
★ FINANCE & ADMINISTRATION ★

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: EPC Services Company, 1241 S 31st Street W., Billings, MT 59102	**Munis Vendor ID #** **Or attach Supplier's W-9 Form**
Purchase Requisition #:	**Estimated cost: $** 14,917,293.60

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** – Due to short time frame & volatility of electrical construction industry, limited options were available to ensure deliverability of the power needs to match the requirements of the ESA

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:

Engineering, Procurement and Construction Agreement

This Engineering, Procurement and Construction Agreement (the "Agreement") is made and dated as of *[Date]* between EPC Services Company, a Montana company, authorized to do business in the State of Missouri, and a wholly owned subsidiary of Electrical Consultants, Inc., a Montana Corporation ("Contractor"), and the City of Independence, a municipality located in Jackson County, State of Missouri ("City"). This Agreement will be administered by and through City's municipal utility, Independence Power & Light (hereafter both City and Independence Power & Light shall be individually and collectively referred to as "City"). Each of City and Contractor may be referred to individually as a "Party", and together they may be referred to as the "Parties".

RECITALS

A. City is a Missouri municipality needing to have a high-voltage switchyard constructed to support an electrical power plant that will serve a data center. The switchyard will serve as the primary point of interconnection between the power plant and the distribution system, enabling reliable, continuous, and compliant delivery of electric power to the data center.

B. Contractor is a specialized provider of engineering, procurement, and construction services for electric utility and energy infrastructure projects. Contractor delivers turnkey solutions for substations, switchyards and related power delivery facilities, offering integrated project management from initial design through commissioning

C. City desires to construct and operate a 161kV switchyard with the necessary associated equipment, along with a control building pursuant to the Specifications agreed to by the Parties and made a part of this Agreement ("Facility") and Contractor is willing to perform design, engineering, construction work to bring the Facility to commercial operation, all pursuant to contract with City.

D. Contractor is further willing to act on behalf of City by coordinating and enforcing the Subcontractor Protections as set forth in this Agreement.

E. Except with respect to the Joint Full Notice to Proceed, all necessary City Authorizations to enter into this Agreement have been granted.

F. City desires that Contractor perform on behalf of City the duties to act as general contractor for the design, procurement, construction, performance of start-up and testing of the Facility, and development of the operation manual(s) for the Facility upon the terms and conditions set forth in this Agreement.

G. Following Final Acceptance of the Project, City will own and operate the Facility.

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NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the Parties agree as follows.

ARTICLE 1 - DEFINITIONS

1.1 - Definitions.
Capitalized terms used herein shall have the meanings set forth in Schedule I.

ARTICLE 2 - REPRESENTATIONS

2.1 - Representations by Contractor
Contractor represents that:

2.1.1 Organization and Qualification. Contractor is a corporation duly organized and validly existing under the laws of Montana, authorized to do business in the State of Missouri, and is a wholly owned Subsidiary of Electric Consultants, Inc., a Montana Corporation. Contractor has all necessary power and authority to carry on its business as presently conducted and to enter into and perform its obligations under this Agreement.

2.1.2 Authorization, approvals, no defaults. The execution, delivery and performance of this Agreement by Contractor (1) has been duly authorized by all requisite company action, (2) to the best of Contractor's knowledge will not conflict with any provisions of Applicable Law, and (3) will not conflict with any legal or contractual obligation to which it is a party or by which it or its property is affected.

2.1.3 Enforceability. This Agreement constitutes the legal, valid and binding obligation of Contractor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights generally.

2.1.4 Legal proceedings. There is no action, suit or proceeding, at law or in equity, or official investigation by or before any governmental authority, arbitral tribunal or any other body pending or, to the knowledge of Contractor threatened, against or affecting Contractor or any of its properties, rights or assets, which could reasonably be expected to result in a material adverse effect on Contractor's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2.1.5 Site Inspection. Contractor and Contractor's agents and representatives have visited, inspected and are familiar with the Site, its physical condition, roads, access rights, utilities, topographical conditions and air quality conditions, except for unusual or unknown surface or subsurface conditions, or unusual or unknown soil conditions, and have performed all reasonable investigations necessary to determine that the Site is suitable for the construction and installation of the Facility, and are familiar with the local and other conditions which may be material to Contractor's performance of its obligations under this Agreement (including, but not limited to transportation, seasons and climates, access, the handling and storage of materials and fuel and availability and quality of labor and materials).

2.1.6 Necessary Rights. Contractor owns or will obtain the legal right to use all patents, rights to patents, trademarks, copyrights and licenses necessary for the performance by Contractor of this Agreement and the transactions contemplated hereby, without any material conflict with the rights of others.

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2.1.7 Approvals. Contractor has obtained and is in compliance with all Governmental Authorizations (other than Governmental Authorizations listed in Schedule X, which Contractor will obtain as indicated in that schedule) that Contractor is required to obtain hereunder and for the valid execution, delivery and performance by Contractor of this Agreement, and all such legal entitlements are in full force and effect.

2.1.8 Qualification. Contractor (including where applicable, through its relationships with Subcontractors and its Affiliates) possesses the know-how and wherewithal to oversee the design, engineering, procurement and construction work needed to complete construction of the Facility.

2.2 - Representations by City. City represents that:

2.2.1 Organization and qualification. City is a Missouri municipality located within Jackson County duly organized and validly existing under the laws of the State of Missouri. It has all necessary power and authority to carry on its business as presently conducted, to own or hold its properties, and to enter into and perform its obligations under this Agreement.

2.2.2 Authorization, approvals, no defaults. The execution, delivery and performance of this Agreement by City (1) has been duly authorized by all requisite City action; (2) to the best of City's knowledge will not conflict with any provisions of Applicable Law, and (3) will not conflict with any legal or contractual obligation to which it is a party or by which it or its property is affected.

2.2.3 Enforceability. This Agreement constitutes the legal, valid and binding obligation of City in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, or similar laws affecting creditors' rights generally.

2.2.4 Legal proceedings. There is no action, suit or proceeding, at law or in equity, or official investigation by or before any governmental authority, arbitral tribunal or any other body pending or, to the knowledge of City threatened, against or affecting City or any of its properties, rights or assets, which could reasonably be expected to result in a material adverse effect on City's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

ARTICLE 3 - THE WORK

3.1 - Scope of Work. Contractor shall provide or perform the Work or cause the Work to be provided or performed, in accordance with the terms of this Agreement. Without limiting the foregoing, the Work shall include conducting, performing, providing or procuring when and as necessary to permit progress of the Work to proceed in accordance with the Project Schedule:

3.1.1 all design and engineering activities and services necessary to conduct the Work and complete the Facility in accordance with this Agreement;

3.1.2 all design and engineering activities and services necessary to obtain all required permits for the construction and operation of the Facility;

3.1.3 excluding preliminary Site work to be completed by a third party contractor, all construction activities and services necessary to conduct the Work and complete the Facility in accordance with this Agreement;

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3.1.4 all materials necessary to conduct the Work and complete the Facility in accordance with this Agreement (including all necessary transport thereof);

3.1.5 all work forces necessary to conduct the Work and complete the Facility in accordance with this Agreement (including all labor, supervisory, quality assurance and support service personnel);

3.1.6 all documents required to direct City' personnel in the proper start-up, operation and maintenance of the Facility, including, without limitation, the Equipment Instruction Manual and all as-built drawings and as-built wiring diagrams (in electronic format capable of generating reproducible hard copies, stamped by an Architect/Engineer registered in the State of Missouri;

3.1.7 all training of Operator adequate to allow Operator to assume responsibility for dispatch and control of the Facility;

3.1.8 all other activities, services and items, whether or not specifically described above, in Schedule VII or elsewhere in this Agreement, if such performance, provision or procurement is necessary for a complete and operable Facility; provided, that Contractor shall not be responsible for performing, providing or procuring those activities, services and items for which City bears express responsibility pursuant to Article 5;

3.1.9 all design, engineering, materials, work forces needed to perform the Acceptance Tests; and

3.1.10 all activity necessary to enable Contractor to achieve the agreed Commercial Operation Date of [December 31, 2026] per Project Schedule with designated milestones.

3.1.11 all activity necessary to enable Contractor to achieve Final Acceptance from the City.

ARTICLE 4 - CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

4.1 - Engineering, Procurement and Construction of the Facility; Performance of the Work. Contractor, on behalf of the City, shall act as the general contractor for the Project and shall be solely responsible for the engineering, procurement and construction of the Work, including, without limitation, the overall oversight and coordination of construction of the Facility in accordance with: (a) the Specifications; (b) the Authorizations for the Facility; (c) the terms of this Agreement; (d) the Traffic Control Plan, the Safety Plan and the Security Plan; and (e) all Applicable Laws. Contractor shall coordinate the activities of Engineer, project manager/construction manager ("PM/CM"), the Prime Subcontractors, the Safety Director, the quality assurance/quality control ("QA/QC") director and other persons providing labor and materials to the Project to design, engineer and procure the equipment and materials for and complete the construction of the Facility and act as the interface between the City and such persons all in accordance with Applicable Law and Good Utility Practice.

4.2 - Retention of Qualified Subcontractors and Suppliers Contractor may subcontract any portion of the Work to one or more Subcontractors and Suppliers. Approved Subcontractors and Suppliers as of the date hereof are set forth in Schedule VII. Contractor shall provide notice to City of all proposed Subcontractors and Suppliers for the Project who are not identified on Schedule VII. City shall have the right to present to Contractor any objections or concerns they have regarding such proposed Subcontractors and

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Suppliers, which objections and concerns shall be duly considered by Contractor; provided, however, that the final decision and responsibility as to whether to contract with any particular Subcontractor or Supplier shall reside with Contractor.

4.2.1 Engineer. Contractor shall provide an internal engineer for the Project ("Engineer"). The Engineer's duties shall include, among other terms and conditions: (a) the requirement that Engineer dedicate a competent team of professionals to perform the services and keep that team available to the Project for the duration of the Project (which shall not end prior to the Commercial Operation Date). Engineer shall have the primary design responsibilities with respect to the Project.

4.2.2 Project Manager/Construction Manager. Contractor shall provide a project manager/construction manager for the Project ("PM/CM") or perform the duties of the PM/CM. At a minimum, the PM/CM's duties will include (a) creation and update the Project Schedule, subject to City's approval; (b) monitor and oversee the performance of all Subcontractors and Suppliers to keep the Project moving towards completion in accordance with the Project Schedule; (c) review and recommend whether to pay all invoices submitted by Project Suppliers and Subcontractors and review the Work related thereto, to confirm that the Work for which payment is requested has been performed; (d) inspect the Work as completed to confirm that it was constructed in accordance with the Specifications and performed to the required standard of care; (e) comply with the Safety Plan; and (f) inform the City regarding the progress and quality of the Work, as necessary to enable them to perform their respective functions under this Agreement.

4.2.3 Major Equipment Suppliers. Contractor, with the assistance of PM/CM, will select the Persons to supply the major equipment systems for the Project. (collectively, the "Major Equipment Suppliers"). Contractor and PM/CM, after consultation with City, will select the Major Equipment Suppliers through a process that evaluates, among other things, the cost, performance specifications, environmental impact, performance history, and demonstrated performance of their installed equipment. Contractor will negotiate commercially reasonable forms of contracts with the Major Equipment Suppliers, which forms shall include commercially reasonable terms and conditions, including warranties, and liquidated damages.

4.2.4 Prime Subcontractors. Contractor shall retain the major construction subcontractors ("Prime Subcontractors") for the Project. Contractor, with the assistance of PM/CM, will select the Prime Subcontractors by an evaluation process that evaluates potential candidates based upon relevant criteria, including experience, reputation, and demonstrated success in relevant construction projects. The contracts between Contractor and the Prime Subcontractors (the "Prime Subcontractor Contracts") shall provide for payment to the Prime Subcontractors on a fixed price basis, and with good safety records. Each Prime Subcontractor Contract shall also give Contractor the right to inspect and review that Prime Subcontractor's audited financial statements, payroll records and other relevant information related to its invoices to Contractor.

4.2.5 Quality Control/Quality Assurance. Contractor shall provide an internal qualified person or firm to be responsible for quality control and quality assurance of the completed Work (the "QA/QC Director"), subject to the approval of City, not to be unreasonably withheld. The QA/QC Director shall be responsible, among other things, for developing procedures for testing materials, the oversight of materials testing, inspecting field assembled equipment (such as quality control of welding procedures and welding

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testing), verifying QA/QC of materials used in the manufacture of major equipment and verifying that all equipment and materials delivered to the Site meet the specifications of Engineer. The QA/QC Director shall report to PM/CM, Contractor and the City on a biweekly basis, or more frequently as needed.

4.2.6 Safety Director. Contractor shall provide an internal qualified person or firm to serve as the safety director for the Project (the "Safety Director"), subject to the approval of City, not to be unreasonably withheld. If required by either City's or Contractor's insurance provider, such Safety Director shall have the qualifications and authority necessary to support the issuance of the required insurance for the Project. The Safety Director shall be responsible to observe and enforce safe practices at the Site and related support facilities and shall report to PM/CM, Contractor and the City on a biweekly basis.

4.3 Sales & Use Tax. The Parties acknowledge and agree that City is a tax-exempt Missouri municipal corporation and is not subject to Missouri sales or use taxes under §144.030.2, RSMo., with respect to materials, supplies, equipment, and services purchased for the engineering, procurement, construction, installation, and completion of the Project. The Contractor shall not include Missouri sales or use taxes in any price, cost, or invoice submitted to City for the Project. City shall provide the Contractor and Contractor shall provide Subcontractors and Suppliers with City's valid Missouri documentation evidencing its tax-exempt status. Contractor shall ensure that all Subcontractors and Suppliers utilize the tax-exempt documentation in accordance with Missouri law. City shall have no obligation to reimburse Contractor or any subcontractor or supplier for sales or use taxes paid in error or in violation of the City's tax-exempt status. The obligations of this Section shall survive Final Acceptance by the City and Final Payment.

4.4 Investigation of the Site.

4.4.1 Contractor acknowledges that it has made reasonable efforts to investigate the physical conditions affecting the Site, consistent with the access that has been given to Contractor and its agents.

4.4.2 Contractor shall ascertain the nature of the Site consistent with the access that City has granted to Contractor and its agents and the general and local conditions that may affect the Site and the cost of making the Site fit for the construction of the Facility, provided however, that Contractor makes no representation or warranty as to (a) any environmental matters that may exist, including without limitation, any surface or subsurface contamination at the Site, except such surface or subsurface contamination found in soil boring testing and subsurface water testing previously conducted by or on behalf of Contractor; (b) the use or contents of any of the buildings that Contractor has been asked to demolish or remove from the Site, except such use or contents revealed by soil boring testing and subsurface water testing previously conducted by or on behalf of Contractor; (c) any subsurface conditions of the Site; (d) any matters not disclosed in City-provided drawings or other information provided to Contractor by City on which Contractor has reasonably relied; or (e) any conditions at any off-Site areas or facilities previously provided by City with respect to the Facility.

4.4.3 Except for environmental conditions and subsurface or other conditions that could not have reasonably been discovered by a reasonable inspection of the Site within the scope of access afforded Contractor by City, Contractor is responsible for

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accommodating all Site conditions in the Specifications for and construction of the Facility, regardless of when the Site condition is discovered, but shall not be responsible for (a) subsurface or other conditions that could not be discovered by a reasonable inspection of the Site, consistent with the limitations on access provided by City; (b) any conditions of the off-Site Lay Down Areas, the Soil Disposal Area, the Easement Areas or other staging areas for the Work provided by City, except to the extent that such conditions were disclosed by the drawings and other information provided by City to Contractor. Notwithstanding a failure by Contractor to perform its Site investigation due diligence consistent with the access City has granted under this Section 4.4, Contractor (except as expressly provided otherwise in Section 7.2 of this Agreement) shall be responsible for successfully constructing the Facility without adjustment of the Contract Price.

4.5 - Hazardous Substances; Erosion.

4.5.1 Contractor shall be responsible for assuring that all Hazardous Substances transported to or from, moved, or used or stored upon, the Site in connection with Contractor's performance of its obligations under this Agreement are transported, moved, used or stored in accordance with Applicable Law. Contractor shall further assure that all Hazardous Substances are disposed of in accordance with Applicable Law. Any costs of clean up, transportation, treatment, storage or disposal of Hazardous Substances, other than those Hazardous Substances identified in the soil boring testing and subsurface water testing previously conducted by or on behalf of Contractor, that were on or under the Site prior to the commencement of the Work shall be the sole responsibility and expense of City.

4.5.2 Contractor shall be responsible for assuring that all waste generated in the performance of its obligations under this Agreement and all waste transported to or from, moved, or used, or stored upon the Site by Contractor or any other person for whom Contractor is responsible, within the scope of Contractor's performance of this Agreement, is handled in accordance with Applicable Law. Contractor shall cause the affected Subcontractors to manage and dispose of the waste in compliance with Applicable Law and Good Utility Practice.

4.5.3 Contractor. shall be responsible to see that all sedimentation, erosion control, and siltation within or adjacent to the Site, caused by Subcontractors, is conducted in accordance with Applicable Law. In the event Contractor fails to prevent such sedimentation, erosion, or siltation from occurring in violation of Applicable Law, City shall have the right, but not the obligation, after notifying Contractor and providing it an opportunity to cure of not less than three (3) Business Days, to correct such pollution or siltation. All expenses incurred by the City in the course of such correction shall be credited against payments owed to Contractor.

4.6 Compliance with Laws. In carrying out its duties hereunder, Contractor shall comply with all Applicable Laws, including without limitation, all Laws relating to health, safety, or the protection of the environment. City shall have no responsibility for any costs of environmental compliance or remediation to the extent caused by the negligent acts and omissions or intentional or willful misconduct of Contractor or any of Contractor's employees or agents, including, without limitation, all Subcontractors and Suppliers.

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4.7 Traffic Control Plan. Contractor shall comply with the traffic control plan for the Project ("Traffic Control Plan") developed by Site Owner's Contractor, to assure all persons supplying the Work are provided prompt and safe access for deliveries to the Site, while minimizing disruption to the surrounding area, its regular activities, or scheduled events. City shall use good faith efforts to assist Contractor, in coordination with Site Owner and Site Contractor in gaining access to roads and other transportation facilities necessary for timely and cost-effective completion of the Project. Contractor acknowledges that it has studied the Site, railroads, surrounding streets and highways and Contractor can transport all equipment to the Site and all costs associated with the transportation and unloading of the equipment are included in the Contract Price, provided that access to the Site is available to Contractor and the Subcontractors at all reasonable times and in accordance with the Traffic Control Plan.

4.8 Safety Plan. Contractor shall develop a comprehensive safety plan to establish and maintain appropriate safety rules and procedures in connection with the performance of this Agreement (the "Safety Plan"). Such Safety Plan shall require, among other things that Contractor and City satisfy any safety requirements of the insurers for the Project. Contractor shall provide to City its proposed Safety Plan no later than forty-five (45) days prior to the Construction Commencement Date, but in any case, no later than ten (10) days following the Construction Commencement Date The Parties shall use their good faith efforts to finalize the Safety Plan no later than fifteen (15) days prior to the start of construction.

4.9 Security Plan. Contractor shall establish appropriate security measures to maintain the security of the Site and protect the Work in progress (the "Security Plan"). The Security Plan shall comply with all requirements of the insurers for the Project, shall address the reasonable concerns of City and shall, at a minimum require that Contractor shall cause to be erected (as required by the nature and activities of the surrounding areas) temporary chain link fencing, and temporary security lighting to secure Contractor's Work and Lay Down Areas. Contractor shall not be responsible for the design, installation, maintenance, or cost of any permanent or overall site perimeter fencing. Overall site fencing and perimeter security outside of Contractor's Work areas shall be provided by Missouri ADC Holdings, LLC or Missouri ADC Holdings, LLCs or other contractors. Contractor shall provide to City its proposed Security Plan no later than thirty (30) days following the date of this Agreement or ten (10) days following the date City provides its insurer's security requirements. The Parties shall use their good faith efforts to finalize the Security Plan no later than sixty (60) days following the date of this Agreement.

4.10 Construction and Storage Confined to Permitted Areas. Contractor and the Subcontractors and suppliers shall confine construction activities and storage to the Site, to the Lay Down Areas provided by City as more particularly depicted on the diagram attached hereto as Schedule V (the "Lay Down Areas"), to the area designated by City for soil disposal (the "Soil Disposal Area"), to temporary and permanent easements that are reasonably necessary for the construction, operation, maintenance and repair of the Project and support facilities for the Project, that have been provided or are in the future provided

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by City (the "Easement Areas") and to other areas that may hereafter be provided by City or other persons for such purposes.

4.11 Construction Office; Records. Contractor shall maintain a temporary construction office at the Site during the course of construction of the Facility. Contractor shall maintain at such office a copy of the Specifications, together with construction-related drawings that are developed during the course of the Project. Contractor agrees to provide space for the Safety Director in the temporary construction office. Contractor agrees to remove the temporary construction office from the Site within six (6) months after the Commercial Operation Date. Contractor shall further maintain an office off the Site, which during the Term of this Agreement and the twenty-four (24) months following the Commercial Operation Date shall serve as a repository for all documents relating to the Project. Contractor shall provide City full access to such records during regular business hours in accordance with the procedures set forth in Section 5.4.1.

4.12 No Liens. Contractor shall be responsible to see that all equipment and materials incorporated into the Work that are purchased by Contractor or by any Subcontractor to the Project shall not be subject to any mechanics lien, chattel mortgage, conditional sales contract, or security agreement under which an interest or lien is retained. Contractor shall convey good title to all equipment and materials, free and clear of any security interest to City on or before the date of Final Payment. Contractor shall, as a condition precedent to payment, provide lien waivers to City before final payment is required to be made by City.

4.13 Compliance with Authorization Requirements. Contractor will familiarize itself with and comply with any applicable requirements of all Government Authorizations for the Facility, including without limitation, requirements pertaining to environmental protection, noise abatement, erosion, traffic control, and parking.

4.14 Patents .Contractor shall, at its sole expense, pay or use commercially reasonable efforts to ensure that its Subcontractors and Suppliers pay all royalties, license fees or other costs incident to their use in the performance of the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.

4.15 Inspections; Defective Work. Contractor shall communicate regularly with PM/CM regarding PM/CM's inspection of completed portions of the Work for conformity with the Specifications and for freedom from defects. Contractor shall accompany PM/CM on such inspections as necessary under the circumstances. In the event that PM/CM notifies Contractor of defective work that: (a) has the potential to have a material impact on the Cost of the Work or the Project Schedule; or (b) indicates a systemic problem (i.e., a persistent, widespread and/or material problem for the Project) with any piece of equipment, any portion of the Work, or the performance of any Major Equipment Supplier or Subcontractor, Contractor shall within three (3) Business Days notify and provide relevant information to the City. Such information shall include the nature and extent of the problem, the cost and delay associated with the defective Work (if known), and the steps that Contractor and PM/CM are taking to remedy the defective performance, including any remedies that they are pursuing under the applicable contract.

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4.16 Contractor Responsibility to City. Contractor covenants that in carrying out its duties on behalf of City under this Agreement, Contractor will at all times proceed in accordance with Good Utility Practice, will protect the interests of City in any dealings with Contractor's Affiliates. For the avoidance of doubt, Contractor has no responsibility for pre-documentation or requests for Energization, except for notification to the City from Contractor at least six weeks prior to Energization.

4.17 Facility Start Up and Acceptance Testing. Contractor shall be responsible for coordinating all tasks and responsibilities associated with Acceptance Testing and Facility Start Up.

4.17.1 Testing Methodology. The testing methodology for Acceptance Testing is set forth in Article 11 and in Schedule III.

4.17.2 Acceptance Testing. For the avoidance of doubt, Acceptance Testing is not complete until all required tests have been successfully performed, all deficiencies have been corrected, all test results have been submitted and approved by the City, and the City issues a written Final Acceptance.

4.18 Other Authorizations. Except for the Governmental Authorizations, Contractor shall be required to obtain all other Authorizations *(e.g*., street opening permits, plumbing permits, etc.) required for the performance of the Work.

4.19 Confidentiality. Contractor shall make available to City any record produced or collected under this Agreement. City agrees to treat as confidential materials that Contractor reasonably identified, and clearly designated, as confidential. City agrees that if it receives an order (in whatever form) compelling it by Law to disclose any such confidential record produced or collected under this Agreement, it shall (to the extent permitted by Law) afford Contractor, and any Subcontractors who were the source of the requested record, timely notice of such request to afford Contractor or such others an opportunity to contest the order.

4.20 Insurance. Contractor shall obtain and maintain insurance as set forth in Schedule II.

4.21 Contractor Guarantee. On the Effective Date, Contractor shall obtain and deliver a guarantee from Electrical Consultants, Inc. or such other Guarantor ("Parent Guarantee") of performance for the obligations of Contractor, in the form of Schedule IX or such other form acceptable to City. The obligations of City pursuant to Article 5 hereunder are expressly conditioned upon the receipt of such Parent Guarantee.

4.22 [Reserved]. *Reserved.*

4.23 *Equal Employment Opportunity.* During the performance of the Contract or purchase order, the Contractor agrees as follows:

4.23.1 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

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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: 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.

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

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

4.23.4 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.

4.23.5 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.

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

4.23.7 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 subcontractor or vendor. The Contractor will take such action with respect to any subcontract 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 the Contractor becomes involved in, or is threatened with litigation with a subcontractor 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.

4.24 *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.

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4.25 *Conflict of Interest and Debarment.* By submission of its Proposal, the Contractor certifies that:

4.25.1 No Councilmember, nor the City Manager, the Director of Finance or the City Procurement Manager is financially interested in what the Contractor is offering to sell to the City pursuant to this invitation, nor is the Contractor a City employee or board member whose Proposal creates a conflict of interest. A conflict of interest would arise if a City employee or board member were in a position to affect the decision to accept or reject a contract with the Contractor.

4.25.2 Contractor has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's decision to accept or reject a contract with Contractor.

4.25.3 The authorized signer of the Agreement between the City and Contractor certifies that the Contractor and each of its principals are not suspended or debarred by the City of Independence, State of Missouri or Federal government.

4.25.4 Contractor shall complete, have notarized, and submit the attached non-conflict of interest and non-collusion form. Failure to submit the completed form shall be grounds for rejection of the Proposal.

ARTICLE 5 - CITY'S RIGHTS AND RESPONSIBILITIES

5.1 Transfer of Control Responsibility to City. On the Commercial Operation Date, City shall assume sole responsibility for the dispatch and control of the Facility. except that Contractor shall have the right and obligation to (a) provide technical, operational and general supervisory guidance, (b) complete any remaining Punch List items on a schedule that is mutually agreeable to the Parties; and (c) otherwise perform its remaining obligations under this Agreement.

5.2 City's Responsibilities During the Project. City shall:

5.2.1 Make payment of the Cost of the Work in accordance with Article 9.

5.2.2 Require employees and agents to abide by all rules applicable to the Site and the Facility, including, but not limited to, rules pertaining to safety, security procedures or requirements, and designated entrances.

5.2.3 Reasonably cooperate with Contractor and provide any other assistance reasonably necessary to enable Contractor to perform the Work as required hereunder.

5.2.4 Provide, if needed, adequate temporary construction easements and permanent easements for the Facility and any necessary support facilities for the Facility.

5.2.5 At all times promptly respond, including making appropriate representatives available with decision-making authority, to any reasonable requests by Contractor for meetings, for review and comments regarding relevant documents provided to them for review and comment.

5.2.6 At all times, use commercially reasonable efforts to proceed in a manner that supports the Project Schedule.

5.2.7 Promptly take all actions reasonably requested by Contractor to assist Contractor in obtaining any Authorizations for the Facility.

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5.2.8 Not unreasonably withhold their support from other actions reasonably requested by Contractor to promote the timely completion of the Facility or to promote the completion of the Facility within the Project budget.

5.3 Denial of Authorizations. Subject to the specific rights and obligations of the Parties set forth in Articles 4 and 5, if Contractor or City is denied a required Authorization, or any such Authorization is obtained but contains restrictions, qualifications, or conditions that would have a material adverse impact on the benefits or obligations of the Parties under this Agreement, the Parties agree to use commercially reasonable efforts, within thirty (30) days of the denial of the required Authorization or issuance of the unduly restrictive Authorization, to reform this Agreement, or to take other mutually agreeable actions, that provides each Party with economic or other benefits that are substantially equivalent to those set forth in this Agreement. If the Parties are unable to so reform this Agreement or agree upon other mutually acceptable arrangements, Section 13.5 (Force Majeure; Failure of Authorizations) shall apply.

5.4 City's Additional Rights and Responsibilities. In addition to its responsibilities as City under Section 5.2 of this Agreement, City shall have the following responsibilities with respect to the Project:

5.4.1 Inspection of Contractor's Records. At any time from the execution of this Agreement to seven (7) years or such time frame as permitted by Applicable law after the Final Acceptance Date, Contractor (or an Affiliate of Contractor duly designated as the custodian of Contractor's books and records) shall, upon reasonable prior notice from City with respect to the subject matter and schedule, provide a designated representative of City during normal business hours with such reasonable access to Contractor's books and records as is reasonably necessary to enable the person providing notice to review Contractor's costs incorporated into the Cost of the Work and Contractor's calculation thereof. Such review shall be at the cost and expense of the person(s) conducting the review. In conducting such review, the person(s) reviewing such books and records shall follow reasonable security procedures designed to protect against the release of trade secrets and other confidential information.

5.4.2 City's Right to Inspect Work. City and its agents and employees shall, upon reasonable prior notice to Contractor and subject to adherence to the safety procedures and other procedures and requirements applicable to the Site (including without limitation, such procedures and requirements established in connection with any insurance coverage obtained in connection with the Project), have access to inspect all Work; provided, however, that any inspection of the Work shall be conducted at a reasonable time and in a manner that does not delay or increase the Cost of the Work by disrupting the Work. Contractor shall have the right to condition such inspection upon the persons conducting the inspection observing procedures to preserve the safety and security of the Site and to comply with any applicable requirements of Project insurers. Notwithstanding any review or inspection by the City of the Work, Contractor shall not be relieved of its responsibility for the design, construction and performance of the Project as expressly set forth in this Agreement solely by virtue of City's inspection or review.

5.5 Contractor's Rights and Responsibilities.

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5.5.1 Government Authorizations. Contractor, on behalf of City, shall apply for and obtain all necessary Authorizations for the construction and operation of the Facility that are identified by Government Authorities as being required for the Facility, based upon the submitted Engineering Plan for the Facility.

ARTICLE 6 - OWNERSHIP OF ASSETS

6.1 Title; Risk of Loss; Final Acceptance.

6.1.1 Title. Title to all equipment, materials, and Work (including partially completed Work, installed components, and all items delivered to the Site) shall pass to the City upon the payment by City, pursuant to the Payment Milestones in Article 9 and Schedule IV, for each item of material, equipment, machinery, supplies, and other items incorporated therein. Transfer of title shall not constitute Acceptance of the Work and shall not relieve the Contractor of any obligation, warranty, or responsibility under this Agreement.

6.1.2 Risk of Loss. Notwithstanding the transfer of title; care, custody, and control of the Work, and all risk of loss, damage, theft, casualty, or destruction, from any cause, shall remain solely with the Contractor until the Work achieves Energization. "Energization" means the initial application of electric voltage to the Facility (or portion thereof) in accordance with Schedule III, meaning at 161 kV together with the normal allowable voltage variations, transients, and fluctuations experienced during energization and operation such that the Facility becomes electrically active for purposes of testing, synchronization, or operation, and the City issues a written Certificate of Energization.

6.1.3 Care, Custody and Control. Upon issuance of the Certificate of Energization, the City shall assume care, custody, and control of the energized portions of the work. Notwithstanding such transfer, the Contractor shall remain responsible for: a) correction of defective Work; b) completion of all punch list items; c) performance of any remaining commissioning and performance testing; and d) achieving Final Acceptance.

6.1.4 Final Acceptance. Final Acceptance shall occur only after: a) all punish-list items are completed; b) all performance and functional tests are successfully passed; c) all required documentation, as-builts, relay settings, test reports, O&M manuals, and training are delivered; and d) the City issues a written Final Acceptance.

ARTICLE 7 - COST OF THE WORK

7.1 Contract Price. The maximum amount the City shall be obligated to pay Contractor for completion of the Work shall be the lump sum of Thirteen Million, Five Hundred Sixty-One Thousand, One Hundred Seventy-Six Dollars ($13,561,176.00) ("Contract Price") which includes the total switchyard cost ($13,298,300.00) plus the optional pricing items ($262,876.00), subject only to the adjustments defined in this Article 7 of this Agreement. City's responsibility for the Contract Price shall be adjusted only pursuant to (a) Section 7.2 of this Agreement relating to the Contract Price; and (b) the impact of Change Orders made by the Parties as set forth in Article 8, but excluding increases to the Cost of the Work resulting from Change Orders necessary to remedy errors and omissions by Contractor or its Subcontractors.

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7.2 Reserved.

ARTICLE 8 - ADDENDA AND CHANGE ORDERS

8.1 General. "Addenda" are changes to the Work before construction begins. "Change Orders" are changes to the Work after construction begins. Addenda and Change Orders shall be handled as follows:

8.1.1 Any Party may request an Addendum or Change Order in writing.

8.1.2 Approval or rejection of Addenda and Change Orders that increase or decrease the Cost of the Work or change in schedule that could have the effect of delaying Mechanical Completion must be approved by City and Contractor prior to execution of such Addenda or Change Order.

8.1.3 Addenda and Change Orders that increase or decrease the Cost of the Work shall be approved or rejected in accordance with the procedures set forth in Sections 8.2 and 8.3.

8.2 Process. Either Party may request in writing an Addendum or a Change Order consisting of additions to, deletions from, or other revisions to the Work, provided that such changes are within the general scope of the Work. All requests for Addenda or Change Orders by City shall be submitted to Contractor. All requests for Addenda or Change Orders by Contractor shall be submitted to City.

8.3 Initial Evaluation of Addendum and Change Order Requests; Applicable Standards. Any Addendum or Change Order request from City shall be evaluated by Contractor. Each Addendum or Change Order request shall initially be evaluated to determine whether it: (a) adds value to the Facility without increasing the Cost of the Work or delaying Mechanical Completion of the Facility; (b) adds value to the Facility without delaying Mechanical Completion of the Facility, but increases the Cost of the Work; or (c) does not add value to the Facility or adds value to the Facility, but will delay Mechanical Completion of the Facility or compromise performance of the Facility; or (d) (in the case of an Addendum only) decreases Cost of Work without delaying Mechanical Completion. All Addenda and Change Orders in category (a) or Addenda in category (d) shall be approved; all Addenda and Change Orders in category (c) shall be rejected (unless mutually agreed otherwise, including the allocation of the cost, by all Parties); and all Addenda and Change Orders in category (b) shall be approved, if and only if the increased Cost of the Work is allocated as set forth below in this Article 8.

8.4 Addenda or Change Orders Requested by City. If City requests an Addendum or a Change Order to address solely City's needs, including without limitation changes to address aesthetic or design requirements, and such Addendum or Change Order is approvable under Section 8.3 above and approved by Contractor, but increases the Cost of the Work, then City shall bear the entire incremental Cost of the Work (including costs of delays and rework) resulting from such Addendum or Change Order.

8.5 Addenda and Change Orders Required by Acts of Governmental Authorities. If any action of any Governmental Authority requires an Addendum or a Change Order that

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increases or decreases the Cost of the Work the City shall be responsible for any incremental Cost of the Work.

8.6 Addenda and Change Orders Requested by Contractor. If Contractor requests an Addendum or a Change Order that is approved by the City, then any increase in the Cost of the Work resulting from the approved Addendum or Change Order shall be borne by City, and any decrease in the Cost of the Work resulting from the approved Addendum or Change Order shall be deducted by Contractor from the Cost of the Work. All such adjustments shall be reflected in the Contract Price and the Payment Milestones, as applicable. .

8.7 Addenda and Change Orders Resulting from Errors or Omissions of Contractor. City shall not be responsible for any increased Cost of the Work resulting from Addenda and Change Orders that are necessary because of errors of Contractor and/or its Subcontractors in coordinating the design, scheduling, or construction of the Facility.

8.8 Markup on Addenda and Change Orders. On any Addenda and Change Orders under Sections 8.4, and 8.5, Contractor and its Subcontractors shall be entitled to a markup not to exceed twenty percent (20%), in the aggregate, of the Cost of the Work covered by the Addendum or Change Order.

8.9 Tracking of Cost Impact of Addenda and Change Orders. Contractor shall institute and maintain a ledger type system to track the impact of all increases and decreases to the City' Allocated Shares of the Cost of the Work resulting from any Addenda or Change Orders approved by Contractor and City. Contractor shall monthly, and more frequently upon request, report to the City the cumulative impact of such Addenda and Change Orders upon their respective Allocated Shares of the Cost of the Work. If applicable, the Parties shall modify the Project Schedule and Payment Milestones to reflect the impact of Addenda and Change Orders.

8.10 *Changes in Tariffs*. If, after the Effective Date, any applicable tariff, rate schedule, or similar regulatory charge is adopted, modified, increased, decreased, reinterpreted, or replaced by any Governmental Authority, and such change increases or decreases the Cost of the Work or otherwise impacts Contractor's performance of the Work, Contractor or City shall be entitled to a Change Order to adjust the Contract Price, the Project Schedule, or both, to account for the impact of such change. The Parties agree that adjustments under this Section 8.10 shall be made in accordance with the procedures set forth in Article 8.

ARTICLE 9 - PAYMENT FOR WORK

9.1 Payment Milestones; Payment Schedule.

9.1.1 Progress Report and Invoice.

9.1.1.1 On or about the fifth (5^{th}) Business Day of each calendar month, Contractor shall submit to City (i) its invoice, and (ii) a progress report covering the previous calendar month (the "Payment Period") containing at a minimum the following information ("Progress Report"): (1) A description of the Work performed during the Payment Period

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and all Payment Milestones achieved; (2) A description of the Work not yet performed, if any, necessary to meet the Project Schedule for such Payment Period; (3) A description of the Work and the related Payment Milestones anticipated to be performed or achieved during the next month; (4) A statement of the amount due Contractor for Work for which payment was withheld from an earlier payment; (5) A statement of all sums previously paid to Contractor; (6) Lien waivers from Contractor covering all the Work through the immediately preceding Payment Period; (7) An updated Project Schedule showing progress to date, any failures to meet the Project Schedule, the current schedule of activities and a forecast of activities remaining to be performed; (8) Information regarding unusual weather conditions or Force Majeure events encountered during the Payment Period that have affected the Work; (9) A discussion of any problems encountered during the period and the remedies effected or planned; (10) Bulk quantities installation curves showing planned versus completed quantities (*e.g.*, concrete, galvanized steel, copper and crushed stone); (11) Any interim payment by Contractor to the Subcontractors that obligates City to pay interest to Contractor as part of the invoiced Milestone Payment, together with the amount of interest that is payable; (12) Any other information reasonably requested in writing by City; (13) Value of Change Orders and Addendums added to the Payment Milestone Schedule; (14)Reserved; and (15) If requested by City: a) the dates of any Payment Milestones for Major Equipment Supplier contract payments coming due before the next monthly Payment Due Date; and b) Contractor's good faith estimate of all payroll and other Subcontractor and Supplier payments (together with the estimated payment dates) that City will need to make, prior to the next monthly Payment Due Date to avoid or minimize interest charges.

9.1.1.2 If any portion of an invoice, Change Order Request, or claimed amount is disputed by the City, the City may, at its sole discretion, a) withhold the disputed amount, or b) pay the disputed amount under protest, without prejudice to any rights, claims, defenses, or remedies available to the City under this Agreement or at law. Any payment of a disputed amount shall not constitute: a)acceptance of the Contractor's or City's position; b) a modification of the Contract Price; c) a waiver of any breach, defect, or nonconformity; or (d) a waiver of the Contractor's or City's right to recover such amounts in the future.

9.1.1.3 Both Parties agree to following the dispute resolution process set for in Article 12 of this Agreement. During any such dispute resolution process, both Parties expressly reserve all rights and remedies with respect to any disputed amount for which timely written notice was provided to the other Party, including the right to seek reimbursement, setoff, interest, damages, or other relief. The City's payment of a disputed amount shall not limit or impair its ability to assert claims against the Contractor, including claims for defective Work, delay, noncompliance, or overpayment. Any payment made under protest shall be subject to adjustment, reimbursement, or recovery following final resolution of the dispute.

9.1.1.4 Contractor shall continue performance of the Work without interruption or delay, including all design, procurement, construction, commissioning, testing, and documentation activities, in accordance with the Project Schedule, notwithstanding the existence of any disputed amount or the City's withholding or payment of such amount.

9.1.2 Payment. Other than amounts properly withheld pursuant to Section 9.1 and 10.4, along with retainage as described in Section 9.3, City shall pay the applicable

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payment for each Payment Milestone within thirty (30) days after Contractor invoices the applicable Payment Milestone (the "Payment Due Date").

9.1.3 Interest. City will pay actual reasonable interest cost incurred by Contractor to advance funds for payments to Subcontractors.

9.2 Retainage. All amounts paid by City to Contractor pursuant to the Payment Milestone schedule for Non-Major Equipment and Services prior to Commercial Operation shall be subject to retainage not to exceed ten percent (10%) of the Contract Price, whereupon City shall not withhold any further retainage. Upon Mechanical Completion, one-half of the retainage withheld, less the Punch List Holdback Amount, shall be released to Contractor.

9.3 Final Payment. Upon (a) Final Acceptance by the City, (b) the provision by Contractor of lien waivers for all remaining liens on the Project to City and (c) acceptance of the Work by City in accordance with Section 10.6, City shall pay the "Final Payment". The Final Payment shall include all amounts otherwise due to Contractor under this Agreement, including the full release of any and all remaining retainage, except for any Punch List Holdback Amount that remains applicable pursuant to Section 10.4.

ARTICLE 10 - COMMENCEMENT AND PERFORMANCE OF WORK

10.1 Commencement; Schedule. Contractor shall commence performance of the Work at the earliest reasonable time (the "Construction Commencement Date") but no later than thirty (30) days following the last to occur of the following: (a) issuance of any Authorizations required for the Facility; (b) completion of the final foundation drawings for the Project; (c) availability of suitable weather conditions for the commencement of construction; (d) Contractor and City having in place all insurance policies required of them under this Agreement; or (e) completion of Site pad preparation and grading work by others, which must be fully completed in accordance with the requirements of the Specifications and accepted by Contractor before commencement of construction activities.

10.2 Mechanical Completion. "Mechanical Completion" shall occur when, except for minor items of the Work that would not affect the performance or operation of the Facility such as painting, landscaping and so forth (a) all materials and equipment for the Facility have been installed substantially in accordance with the Specifications; (b) all systems required to be installed by Contractor have been installed and tested (excluding Acceptance Testing); (c) all the equipment and systems can be operated in a safe and prudent manner and have been installed in a manner that does not void any Subcontractor equipment or system warranties; (d) the Facility is ready to commence start-up, Acceptance Testing, and operations; (e) a Punch List of the uncompleted items is established by Contractor and mutually agreed upon by the Parties, *provided* that if Contractor and City disagree as to whether a particular item shall appear on the Punch List, the dispute resolution process in Article 12 shall be followed; (g) all Work, other than Punch List items and Acceptance Testing and any other Work sequenced after Mechanical Completion, has been completed; and (h) the Engineer certifies each of the foregoing in writing to the City.

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10.3 Guaranteed Commercial Operation. "Guaranteed Commercial Operation" shall be deemed to have occurred as of the first point in time after (i) Mechanical Completion of the Facility has occurred, as determined by the Engineer; (ii) completion of Acceptance Testing pursuant to Section 11.2, or alternatively satisfaction of Contractor's Acceptance Test related obligations in Section 11.3 (including, if applicable, payment of liquidated damages pursuant to Section 11.3); and (iii) when the Facility provides a safe system ready to distribute power, protect equipment from faults (short circuits, overloads), and isolate circuits for maintenance, If the City disputes that Commercial Operation has occurred, it shall provide written notice to that effect to Contractor, specifying the basis for disputing Commercial Operation and in the event the Parties are in dispute, they shall thereafter utilize the dispute resolution procedures in Article 12 to resolve the dispute. Failure of the Owner to provide such written notice within ten (10) Business Days after receipt of notice of Commercial Operation shall constitute waiver of the Owner's right to dispute that Commercial Operation has occurred. However, Contractor shall not be required to achieve Guaranteed Commercial Operation earlier than thirty (30) calendar days after Energization, and Commercial Operation shall not constitute Final Acceptance.

10.4 Punch List. A list of the uncompleted items for the Project shall be established by Contractor prior to Mechanical Completion (the "Punch List"). The Punch List may be amended from time to time, upon written Agreement of the Parties, prior to Final Acceptance. The Punch List shall include all deliverables through Final Acceptance. The "Punch List Holdback Amount" shall be two times the aggregate of the value of the Punch List items agreed to by the Parties. The Punch List Holdback Amount shall be withheld from payments due upon Mechanical Completion, and the agreed value of each Punch List item shall be paid to Contractor upon completion of the Punch List item and any remaining Punch List Holdback Amount shall be paid to Contractor upon completion of all Punch List items. Any dispute regarding the Punch List Holdback Amount shall be subject to the dispute resolution process in Article 12 of this Agreement.

10.5 Final Acceptance. "Final Acceptance" occurs after Commercial Operation has occurred and any remaining Punch List items have been finished. Contractor will notify City when it considers that Final Acceptance has occurred. If the City disputes that Final Acceptance has occurred, it shall provide written notice to that effect to Contractor specifying the basis for disputing Final Acceptance and the Parties in dispute shall thereafter use the dispute resolution procedures in Article 12 to resolve the dispute. Failure of the City to provide such written notice within ten (10) Business Days after the initial notice from Contractor shall constitute waiver of the City's rights to dispute that Final Acceptance has occurred.

10.6 *Notice to Proceed.*

A. Upon receipt of a written Preliminary Notice to Proceed, fully executed by the City, the Contractor shall immediately proceed with activities pertaining to the Work, such as specified coordination submittals and required conferences. The Contractor shall not move onto the site until the City and Site City have issued a written Joint Full Notice to Proceed.

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B. The Joint Full Notice to Proceed, fully executed by the City and the Site Contractor, shall be that on which the Contractor may mobilize to the site, unless otherwise set forth in the said notice, which date will not be more than seven (7) days after the Construction Commencement Date, unless City and Contractor agree upon a longer time. The completion time of Agreement shall be the number of calendar days stated in the Agreement beginning with the date of Joint Full Notice to Proceed or date stated therein.

10.7 *Reserved.*

ARTICLE 11 - ACCEPTANCE TESTING; COMPLETION GUARANTEE; WARRANTIES; LIMITATION OF LIABILITY

11.1 Acceptance Tests. Contractor will be responsible for coordinating the Acceptance Tests of the Facility as more particularly set forth in Section 11.2 and Schedule III of this Agreement (the "Acceptance Tests"). Such Acceptance Tests shall be conducted by Contract or such other qualified testing company selected by Contractor. The City and its designated representatives shall have the right, but not the obligation, to observe any and all Acceptance Testing activities, including pre-test preparations, field testing, energization procedures, and post-test evaluations. The Contractor shall provide the City reasonable advance notice of all Acceptance Testing and shall provide full access to the Site, equipment, testing locations, and testing personnel during such activities.

11.2 Acceptance Testing.

11.2.1 General. Within sixty (60) days following Mechanical Completion, Contractor shall conduct the initial Acceptance Test, subject to Section 11.2.3 below. The Acceptance Tests shall be conducted in accordance with Schedule III.

11.2.2 Procedure.

11.2.2.1 The procedures for conduct of the Acceptance Test are set forth in Schedule III. Either Party may propose changes to a test procedure at any time up to sixty (60) days prior to commencement of the initial Acceptance Test, and each Party agrees to cooperate in good faith in evaluating such change. No change shall be effective, however, without written acceptance of City and Contractor.

11.2.2.2 Contractor shall give City thirty (30) days' advance written notice of the time it expects to conduct the initial Acceptance Test. City, and their representatives may observe any Acceptance Test conducted by the Contractor in order to confirm the Contractor's compliance with the procedures set forth in Schedule III.

11.2.3 Acceptance Testing Period; Repeat Tests. Contractor, subject to the provisions of this Section 11.2.3 and Schedule III, may repeat an Acceptance Test as Contractor deems appropriate; provided, that all Acceptance Tests must be completed by sixty (60) days after the Facility achieves Mechanical Completion (the "Acceptance Testing Period"), unless: (a) the Parties agree otherwise in writing; or (b) the Acceptance Testing Period is extended by Force Majeure, but not beyond the Delay Default Date. Contractor shall give City not less than the following advance notice of each Acceptance Test following the initial Acceptance Test: (i) if the Acceptance Test is a prompt retest which merely continues a previously commenced Acceptance Test or promptly follows a failed Acceptance Test, not less than twenty-four (24) hours advance notice; and (ii) if the

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Acceptance Test is a new Acceptance Test that follows an interim period of more than ten (10) Business Days during which no Acceptance Testing has occurred, then not less than three (3) Business Days advance notice, unless a shorter period is agreed to by the Parties.

11.2.4 Acceptance Test Results.

11.2.4.1 After the Contractor completes an Acceptance Test, Contractor shall give written notice thereof to City and shall provide City with all gross and reduced data for such test in accordance with Schedule III.

11.2.4.2 If the Contractor determines that the Acceptance Test was successfully completed, Contractor shall notify City thereof through preliminary status reports of work completed until such time all final tests results have been obtained, at which time Contractor shall provide City with a final written tests report.

11.2.4.3 As part of the final written tests report, Contractor shall provide the City with complete copies of all test results, test reports, relay settings, calibration records, commissioning logs, switching orders, energization records, and any other documentation generated during Acceptance Testing. All such documentation shall be provided promptly in final complied form as part of the turnover package required for Final Acceptance. The City shall have the right to review, comment on, and require clarification or correction of any Acceptance Testing documentation.

11.2.4.4 If the City reasonably determines that any Acceptance Testing result is incomplete, inconsistent, noncompliant, or otherwise insufficient to demonstrate the Work meets the requirements of this Agreement, the City may, but is not obligated to, require the Contractor to perform additional or repeat testing. Contractor shall promptly correct any deficiencies revealed by the additional repeat Acceptance Testing and shall repeat the applicable tests until successful results are achieved.

11.2.4.5 No Implied Acceptance. City's presence at the Site, observation of testing, review of documentation, or failure to object to any testing procedures or result shall not constitute acceptance of the Work, a waiver of any defect, or a modification of the Contractor's obligations. Acceptance shall occur only upon the City's issuance of a written Final Acceptance.

11.2.5 Contractor to Promptly Commence and Complete Acceptance Testing. Contractor shall promptly commence and complete Acceptance Testing following Mechanical Completion.

11.3 Consequences of Failed or Inadequate Acceptance Tests.

11.3.1 Failure of Acceptance Tests. If any portion of the Work fails to pass any Acceptance Test, or if the results are incomplete, inconsistent, inaccurate, or otherwise fail to demonstrate full compliance with Schedule III requirements, the Contractor shall, at its sole cost and without entitlement to any increase in the Contract Price or extension of the Project Schedule: a) promptly identify the cause of the failure; b) correct, repair, re-perform, or replace the defective or non-conforming work ("Remedial Measures"); and c) repeat the applicable Acceptance Tests until successful results are achieved.

11.3.2 No Cost to the City. Remedial Measures required due to failed or inadequate Acceptance Tests shall be performed at the Contractor's sole cost. The City shall not bear any cost associated with failed or inadequate Acceptance Tests performed in accordance with Schedule III.

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11.3.3 No Impact on Schedule. Failed or inadequate Acceptance Tests shall not constitute a Force Majeure Event or a basis for any extension of the Project Schedule or any milestone, including Commercial Operation or Final Acceptance.

11.3.4 No Implied Acceptance. The City's presence during any Remedial Measures or any re-testing and City's failure to object to any re-testing procedure or outcome shall not constitute acceptance of the Work or waiver of any defect. Acceptance shall occur only upon the City's issuance of a written Final Acceptance.

11.4 Liquidated Damages; Delay Default Date.

11.4.1 Contractor hereby guarantees (the "Mechanical Completion Date Guarantee") that the Facility shall have achieved Mechanical Completion on or before the Guaranteed Mechanical Completion Date. In the event that the Facility has not achieved Mechanical Completion on or before the Guaranteed Mechanical Completion Date, then Contractor shall pay to City liquidated damages as follows: (a) $5,000/day for each day or a portion thereof for the first thirty (30) days beyond the Guaranteed Mechanical Completion Date that the Project has not achieved Mechanical Completion; (b) $10,000/day for each day in excess of thirty (30) days beyond the Guaranteed Mechanical Completion Date that the Project has not achieved Mechanical Completion. If the Facility fails to achieve Mechanical Completion by the Delay Default Date, then this shall be a Contractor Event of Default as provided in Section 13.1.5.

11.4.2 Contractor hereby guarantees (the "Guaranteed Commercial Operation Date") that the Facility shall have achieved Commercial Operation on or before the Guaranteed Commercial Operation Date. In the event that the Facility has not achieved Commercial Operation on or before the Guaranteed Commercial Operation Date, the Contractor shall pay to City liquidated damages as follows: (a) $10,000/day for each day or a portion thereof for the first thirty (30) days beyond the Guaranteed Commercial Operation Date that the Project has not achieved Commercial Operation; (b) $25,000/day for each day in excess of thirty (30) days beyond the Guaranteed Commercial Operation Date that the Project has not achieved Commercial Operation. If the Facility fails to achieve Commercial Operation by the Delay Default Date, then this shall be a Contractor Event of Default as provided in Section 13.1.5.

11.4.3 No Double Recovery. Liquidated Damages for Mechanical Completion Delay and Liquidated Damages for Commercial Operation Delay shall not be assessed for the same day. Only one category of delay damages shall apply at any given time.

11.4.4 Aggregate Cap on Liquidated Damages. The total cumulative amount of all Liquidated Damages payable under this Agreement, including both Mechanical Completion Delay Liquidated Damages and Commercial Operation Delay Liquidated Damages, shall not exceed ten percent (10%) of the Contract Price. The Parties agree that this combined cap represents a fair and reasonable allocation of risk and is consistent with industry practice for EPC delivery of high-voltage switchyard facilities.

11.4.5 Exclusive Remedy for Delay. Liquidated Damages assessed under this Section 11.4 constitute the City's sole and exclusive remedy for Contractor delay in achieving Mechanical Completion and/or Commercial Operation, except that the City retains all rights and remedies with respect to: a) defective Work; b) breach of warranty; and d) delays caused by safety violations, gross negligence, or willful misconduct.

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11.4.6 No Penalty. The Parties acknowledge that actual damages resulting from delay would be difficult to ascertain with precision and that the Liquidated Damages set forth herein are intended to compensate the City for such delay and are not a penalty.

11.5 Compliance with Standards. In the event the Facility contains any design or construction defects ("Defects") that cause it to fail to meet any design, construction or Mechanical Completion standard in the Specifications or the Agreement, then Contractor shall, at no expense to City (except in the case of omitted equipment and materials, as provided in this Section 11.5), make (or cause to be made) the Remedial Measures necessary to remedy the Defects. In the event the Remedial Measures include supplying equipment and materials that were necessary to the Facility, but omitted from its construction, City shall pay for the costs of such omitted equipment and materials as part of the Cost of the Work if such Remedial Measure is implemented to address Defects discovered before the Facility achieves Mechanical Completion. If the Remedial Measure is implemented to address Defects discovered after the Facility achieves Mechanical Completion, City shall not be obligated to pay any portion of the cost of the omitted equipment and materials.

11.6 Contractor's Warranties. Contractor warrants to City as follows:

11.6.1 Contractor shall perform the Work, including its design and engineering services hereunder, and will procure all materials hereunder using its best skill and attention, in accordance with Good Utility Practice associated with engineering and procurement of facilities such as the Facility.

11.6.2 Contractor shall perform its construction services hereunder in a good and workmanlike manner and otherwise in accordance with Good Utility Practice associated with constructing facilities such as the Facility. The Facility will, at all times through the Commercial Operation Date, comply with all Laws. Contractor shall have no obligation for breach of warranty under this Section 11.6 to the extent any deficiencies are the result of Force Majeure, normal wear and tear, misuse or negligence by City or someone other than Contractor acting on City's behalf including City's failure to operate and maintain the Facility in accordance with Good Utility Practice.

11.6.3 All materials procured or furnished by Contractor hereunder shall be new (unless otherwise agreed by City in writing), of good quality, and in accordance with the specifications set forth in this Agreement and the Schedules.

11.7 Repair and Replacement of Defective Work. If any breach arises under Contractor's warranties in Section 11.6, Contractor shall, at its sole cost and expense promptly correct, replace or repair, at City's selection, any defect in design, engineering, materials, workmanship, or operability in the Facility discovered during the Warranty Period. Any such correction, replacement or repair prior to Mechanical Completion shall not be considered a Remedial Measure. Contractor's correction, replacement, or repair shall be made with due regard to City's operational requirements.

11.8 Subcontractor Warranties; Subcontractor Protections for City. Contractor shall use its good faith efforts, in its negotiations with all Subcontractors for the Facility, to see that such Subcontractors provide commercially reasonable remedies, including warranties,

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performance guarantees, and, where appropriate, liquidated damages. Contractor shall enforce all contractual remedies and enforce any other remedies against the Subcontractors, including, without limitation, those arising from Subcontractors' negligent acts or omissions (collectively, the "Subcontractor Protections"). Contractor shall enforce, at its sole expense, all warranties contained within the Subcontractor Protections for the Subcontractor warranty periods provided for the specific equipment to which such warranties pertain. The applicable Subcontractor warranty periods that are known as of the date of this Agreement are set forth in Schedule VIII. Upon request from City, Contractor shall, following the negotiation of all Subcontractor contracts, update Schedule VIII to reflect the final negotiated Subcontractor warranty periods. Contractor agrees to assign to City on and as of the Commercial Operation Date any Subcontractor warranties, performance guarantees, and related liquidated damages provisions contained in any contracts between Contractor and Subcontractors to the extent such assignments are permitted under the terms thereof.

11.9 Contractor Enforcement of Subcontractor Protections. Contractor agrees to act on City's behalf, at no additional cost to City, to enforce any Subcontractor Protections with respect to Work; provided, however, that Contractor may use its reasonable discretion on how best to approach the resolution of any particular problem,
the Subcontractor Protection in question. In the event that litigation is necessary to enforce any Subcontractor Protection, Contractor shall pursue such litigation at its own expense.

11.10 Warranty Exclusions; Limitation of Liability

11.10.1 Warranty Exclusions. The warranty obligations of Contractor do not extend to normal wear and tear, and to Work that is damaged by abuse or neglect of City, modifications not performed by or through Contractor, or neither does it extend to the Facility when has not been maintained or operated by City in accordance with the O&M Manual.**11.10.2** No Implied Warranties**.** THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CUSTOM, USAGE OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS OR UNDERSTANDINGS THAT EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE PROJECT OR WORK. NO OTHER WARRANTY, ORAL OR WRITTEN, WHICH MIGHT HAVE BEEN GIVEN BY AN EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR IS AUTHORIZED BY CONTRACTOR.
11.10.3 Limitation of Liability.

11.10.3.1 Neither City nor Contractor shall be liable to the other Party for any lost profits or indirect, special, multiple, consequential, or punitive damages arising out of or relating to this Agreement, except to the extent such damages are expressly permitted under this Agreement.

11.10.3.2 Contractor's total cumulative aggregate liability for all claims arising out of or relating to this Agreement, whether based on contract, tort (including negligence and strict liability), warranty, indemnity or any other legal

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theory, shall not exceed an amount equal to the Contract Price. Notwithstanding any provision of this Agreement to the contrary, the total cumulative amount of liquidated damages payable by Contractor, including liquidated damages for delay or failure to achieve Mechanical Completion or Commercial Operation by the Guaranteed Mechanical Completion and/or Commercial Operation Dates, shall in no event exceed ten percent (10%) of the Contract Price.

11.11 Indemnification.

11.11.1 To the extent permitted by Applicable Law, City shall be responsible for claims, damages, losses, and expenses arising out of the negligent acts or omissions of the City or its officers, employees, or agents acting within the scope of their employment.

11.11.2 Contractor shall indemnify, defend, and hold harmless the City from and against any and all losses, damages, liabilities, claims, demands, costs, and expenses (including reasonable attorney's fees) arising out of any third-party claim made by persons other than the City, the Contractor, or their respective employees or agents, to the extent such claims: a) arises out of a breach by the Contractor of its obligations under this Agreement, or b) is caused by the negligence, recklessness, or intentional or willful misconduct of the Contractor, its Subcontractors, or their respective employees or agents.

11.11.3 The Contractor shall further indemnify and hold harmless the City from all liabilities, damages, costs, or expenses incurred by the City as a result of any lien, claim of lien, or bond claim filed by any Subcontractor, supplier, or other person claiming through the Contractor in connection with the Work.

11.11.4 A Party entitled to indemnification under this Section 11.11 shall keep the indemnifying Party reasonable informed of the status of all claims with respect to which it is entitled to such indemnification or protection and shall not settle any such claim without the indemnifying Paty's consent, which shall not be unreasonably withheld or unduly delayed.

11.11.5 It is the intent of the Parties that where negligence is determined to have been joint or contributory, principles of comparative negligence will be followed, and each Party shall bear the proportionate cost of any loss, damage, expense or liability attributable to that Party's negligence.

11.11.6 This Section 11.11 shall survive termination or completion of this Agreement.

ARTICLE 12 - DISPUTE RESOLUTION

12.1 In General. The Parties shall attempt to settle every dispute arising out of or in connection with this Agreement ("Dispute"), by following the dispute resolution process set forth below in this Article 12, to the extent permitted by Applicable Law; and all provisions of this Article 12 shall survive termination or completion of this Agreement.

12.1.1 Mutual Discussions. If any Dispute or difference of any kind whatsoever arises between the Parties in connection with, or arising out of, this Agreement, the Parties

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within thirty (30) days shall attempt to settle such Dispute in the first instance by mutual discussions between City and Contractor.

12.1.2 Further Procedures. If the Dispute cannot be settled within thirty (30) days by mutual discussions, then the Dispute shall be finally settled under the provisions of this Section 12.1.2 or Section 12.1.3. If the Parties fail to resolve any dispute through discussions within ten (10) Business Days, either Party shall have the right to provide written notice of the Dispute to the Director or Chief Executive Officer ("Senior Management") of the other Party. Upon a timely referral the Senior Management of the Parties shall consider the Dispute, review such relevant information as they may determine and issue their decision (which decision shall be confirmed in writing) within five (5) Business Days after receiving the referral. If the Senior Management of the Parties cannot resolve the issue within the five (5) Business Day period, then the Parties shall have the rights set forth below in Section 12.1.3.

12.1.3 Arbitration. Subject as hereinafter provided, any Dispute arising out of. or in connection with, this Agreement and not settled by Section 12.1.1 or Section 12.1.2 of this Agreement may (regardless of the nature of the Dispute) be submitted by either Party to binding arbitration and finally settled in accordance with the Large Complex Commercial Rules of the American Arbitration Association.

12.2 Continued Performance. During the conduct of dispute resolution procedures pursuant to this Article 12, (a) the Parties shall continue to perform their respective obligations under this Agreement, including payment of invoices, and (b) no Party shall exercise any other remedies hereunder arising by virtue of the matters in dispute.

ARTICLE 13 - DEFAULTS; REMEDIES; TERM; TERMINATION

13.1 Contractor Default. The occurrence of any of the events set forth below shall constitute a "Contractor Event of Default" under this Agreement:

13.1.1 Bankruptcy. Contractor becomes insolvent, or becomes the subject of any bankruptcy, insolvency or similar proceeding, which, in the case of any such proceeding that a third party brings against either of them, has not been terminated, stayed, or dismissed within sixty (60) days after it was commenced, unless the affected Party provides evidence to City of that Party's ability to perform all of its obligations under this Agreement; or

13.1.2 Failure to Maintain Insurance. Contractor fails to maintain the insurance coverages required under Section 4.20 as set forth in Schedule II hereto; or

13.1.3 Failure to Perform. Contractor shall have defaulted in its performance under any other material provision of this Agreement and shall have failed to commence to cure such default within seven (7) days following delivery to Contractor of a Notice from City to cure such default, and thereafter failed to cure such default within thirty (30) days following delivery to Contractor of a Notice from City to cure such default, or if a cure cannot be effected within such thirty (30) day period, such period shall extend for a reasonable period of time, but not to exceed a total of sixty (60) days, so long as Contractor is proceeding diligently to cure such default throughout such period; or

13.1.4 Representation False. Any material representation made by Contractor herein shall have been false or misleading in any material respect when made; or

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13.1.5 Failure to Achieve Either Mechanical Completion or Commercial Operation. If either Mechanical Completion or Commercial Operation is not achieved by the Delay Default Date; or

13.1.6 Failure to Obtain Authorization. The Project cannot proceed to completion as the ultimate result of a refusal of Governmental Authority to approve the Project or any other Authorization, which refusal is due solely to the negligence or willful misconduct of Contractor.

13.2 City's Default Remedies Against Contractor. If a Contractor Event of Default shall have occurred and be continuing, City shall have the right to terminate this Agreement by notice to Contractor. In the event of such termination:

13.2.1 If requested by City, Contractor shall withdraw from the Site, shall assign to the City (without future recourse to Contractor) such of Contractor's subcontracts as City may request, and shall remove such materials, equipment, tools and instruments used and any debris or waste materials generated by Contractor in the performance of the Work as City may direct, and Contractor shall promptly deliver to City all designs, drawings, and other documents related to the Project. In the event of such termination, Contractor shall deliver to City all materials and data for which title has passed to City based on Payment Milestones. To the extent any specific item of the Work is partially complete at the time of termination, at the option of City, Contractor shall complete such partially completed Work. In such event, City shall pay Contractor the amount that City would have otherwise paid to Contractor for such item of Work had such termination not occurred, less any damages payable hereunder.

13.2.2 City, without incurring any liability to Contractor, shall have the right to have the Facility brought to Final Acceptance. In such event, Contractor shall be liable to City for the reasonably incurred costs to City of achieving Mechanical Completion, including costs of accelerated or expedited construction activities actually performed in an attempt to achieve Mechanical Completion (by the Guaranteed Mechanical Completion Date if not yet past, or otherwise as expeditiously as practicable), and/or to mitigate any delay by Contractor, and actual costs for administering any subcontract and for legal fees, including reasonable attorneys' fees, associated with the termination. With respect to the costs of performing any of the Work that follows after Mechanical Completion, Contractor's liability shall be limited to the amounts set forth in Section 11.10. Such costs and fees for which Contractor is liable as set forth above (and for failure to perform as may be requested pursuant to Section 13.2.1 above) may be deducted by City out of monies due, or that may at any time thereafter become due, to Contractor. If such costs exceed the sum that would have otherwise been payable to Contractor under this Agreement, then Contractor shall be liable for, and shall promptly, but in any event not more than ten (10) Business Days after Notice from City, pay to City the amount of such excess excluding Changes in the Work approved by City following such Contractor Event of Default; provided, to the extent permitted by Applicable Law, that City shall use commercially reasonable efforts, consistent with with Good Utility Practice, to mitigate the costs, charges and expenses incurred in completing the Work.

13.2.3 Upon termination of the Work pursuant to this Article 13, Contractor shall promptly, but not to exceed five (5) Business Days from the date of notice of termination, submit to City an accounting of Contractor's actual costs for the Work performed prior to

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the date of termination. If City exercises its right to have the Work finished, such amounts may be withheld until the Work is completed and shall be used to offset any amounts due City pursuant to Section 13.2.2. Notwithstanding the foregoing, such amounts may be withheld and applied to any liability hereunder.

13.2.4 Notwithstanding the availability and/or exercise of the foregoing remedies, City shall have all such other remedies available under Applicable Law.

13.2.5 In exercising any of the foregoing remedies, the City shall use reasonable efforts to mitigate its damages.

13.3 City's Event of Default. Each of the following shall constitute an "City's Event of Default":

13.3.1 Failure to Make a Payment to Contractor When Due. The failure of City to make the full amount of the payment to Contractor required under this Agreement within five (5) Business Days following notice of failure to pay; or

13.3.2 Bankruptcy. City becomes insolvent, or becomes the subject of any bankruptcy, insolvency or similar proceeding, which, in the case of any such proceeding that a third party brings against them, has not been terminated, stayed, or dismissed within sixty (60) Business Days after it was commenced, unless City provides evidence to Contractor of City's ability to perform all of its obligations under this Agreement; or

13.3.3 Representation False. Any material representation made by City herein shall have been false or misleading in any material respect when made; or

13.3.4 Failure to Perform. City's failure to perform any of its respective non-payment obligations under this Agreement, and such failure is not cured within thirty (30) days after receipt of written notice thereof, or if a cure cannot be effected within such thirty (30) day period, such period shall extend for a reasonable period of time, but not to exceed a total of sixty (60) days, so long as City is proceeding diligently to cure such default throughout such period; or

13.3.5 Failure to Maintain Insurance. If City fails to obtain and maintain in effect through the Commercial Operation Date such insurance as it is required by this Agreement to obtain and maintain; or

13.3.6 Failure to Cooperate or Allow Access. If City fails to cooperate with Contractor in any situation where such cooperation is necessary to enable Contractor to carry out obligations under this Agreement. Such failure to cooperate shall include, without limitation, the failure to assist in obtaining required Authorizations, the failure to afford Contractor the access to the Site, to the Lay Down Areas, to the Soil Disposal Area or to the Easement Areas necessary for Contractor and all persons retained by Contractor in connection with the Project to perform their Project-related duties. An City Event of Default shall not include any other default by City of any of their obligations under this Agreement. However, if the Contractor is delayed, disrupted, or otherwise adversely affected in the performance of the Work due to the acts, omissions, lack of coordination, or failure of performance by the City, its separate contractors, subcontractors, or any other parties under the City's control, the Contractor shall be entitled to a Change Order adjusting the Project Schedule and/or Cost of the Work to the extent such delay or impact affects the critical path or causes the Contractor to incur additional costs. Any request for such adjustment shall be submitted in accordance with the notice and documentation requirements applicable to Change Orders elsewhere in the Agreement. Nothing in this

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section shall obligate the Contractor to bear schedule or cost impacts arising from delays caused by the City or its separate contractors.

13.4 Contractor Remedies for City Event of Default. Subject to the rights granted in Section 13.5 below, upon the occurrence of an City Event of Default, Contractor shall have the right to terminate this Agreement, to order all Subcontractors to stop Work and remove all their tools and equipment from the Site, and/or pursue all such remedies as may be allowed under this Agreement. In addition, and without limiting the foregoing remedies, City shall pay to Contractor the amounts payable upon termination under Section 13.7 of this Agreement.

13.5 Force Majeure; Failure of Authorizations.

13.5.1 Effect. Any delays in or failure of performance by a Party, other than the obligations to pay monies hereunder, shall not constitute a default hereunder if and to the extent such delays or failures of performance are caused by Force Majeure events.

13.5.2 Notice of Occurrence and Effect.

13.5.2.1 Notice of Occurrence. Any Party claiming that a Force Majeure condition has arisen shall immediately notify the other Party of the same, shall act diligently to overcome, remove and/or mitigate the effects of the event of Force Majeure, shall notify the other Party on a continuing basis of its efforts to overcome, remove and/or mitigate the event of Force Majeure and shall notify the other Party immediately when said condition has ceased.

13.5.2.2 Notice of Impact. In addition to its obligations under Section 13.5.2.1, if Contractor claims there is a Force Majeure condition, Contractor shall (i) promptly notify City, in writing of the nature, cause and cost of such Force Majeure condition, (ii) state whether and to what extent the condition will delay the Guaranteed Mechanical Completion Date, the Delay Default Date, the Commercial Operation Date or Final Acceptance Date, (iii) state the date and time the Force Majeure condition commenced; and (iv) state whether Contractor recommends that City initiate a Change Order pursuant to Article 8.

13.5.3 Effect of Force Majeure. No failure or delay in performance under this Agreement shall be deemed to be a breach hereof to the extent such failure or delay is occasioned by or due to Force Majeure. With respect to delay in performance, a Force Majeure condition shall excuse such delay in performance for the commercially reasonable period needed to remedy its effects, to the extent that such Force Majeure condition causes a delay in the Work.

13.5.4 Termination. In the event that (a) Contractor or City are denied any required Authorizations, or such Authorizations are obtained, but are withdrawn, or contain restrictions, qualifications, or conditions that would have a material adverse effect on the benefits or obligations of the Parties, and the Parties are unable to reform this Agreement or agree upon other mutually acceptable arrangements, or (b) if a Force Majeure event continues for more than one hundred eighty (180) days after notice of the event of Force Majeure is given under Section 13.5.2, or (c) the Project cannot proceed to completion as the ultimate result of a refusal of a Governmental Authority to approve the Project or to provide any other Authorization, which refusal or failure is not due solely to the negligence or willful misconduct of the terminating Party, then such Party may terminate this

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Agreement, in its sole discretion, within sixty (60) days after the conditions in (a), (b) or (c), by giving at least ten (10) Business Days prior written notice to the other Party.

13.6 Right to Termination. No Party shall have the right to terminate this Agreement for cause, or otherwise, except as described in Section 13.2, Section 13.4, and Section 13.5.

13.7 Effect of Termination Under Sections 13.4 or 13.5. In the event that this Agreement is terminated by either Party pursuant to Sections 13.4 or 13.5, Unless terminated by Contractor for failure to pay, City shall pay to Contractor an amount equal to the sum of (1) the Cost of the Work incurred by Contractor in connection with the Work and the Project as of the date of termination, plus (2) to the extent not already reflected in (1), any termination charges incurred by Contractor that are imposed by Subcontractors as a result of the termination, and any other costs reasonably incurred by Contractor solely as a result of the termination to the extent that this sum is not reimbursed pursuant to insurance policies maintained by Contractor pursuant to Schedule II. Upon such payment by City, City shall have exclusive Cityship of the Facility and the Work, and Contractor shall have no further obligations with respect thereto.

13.8 Completion; Survival. Unless earlier terminated pursuant to the terms of this Article 13, this Agreement shall be deemed to be completed when both of the following have taken place: (a) the Final Acceptance Date has occurred, and (b) City has paid the Cost of the Work in full pursuant to Article 9. Notwithstanding the foregoing, Contractor's obligations under Section 5.4.1 shall continue until the date that is seven (7) years after the Final Acceptance Date and Contractor's obligations under Section 11.8 shall continue until the expiration of the applicable Subcontractor warranty periods pursuant to Section 11.8. Notwithstanding anything in this Agreement to the contrary, the provisions of Sections 4.3, 11.11, 15.4 and all of Article 12 shall survive the completion or termination of this Agreement and nothing in this Agreement shall be deemed to limit the applicable statute of limitations period within which any Party may bring a claim for breach of this Agreement.

13.9 *Termination for Convenience.* City may terminate or suspend performance of a Contract for City's convenience upon written notice to Contractor. City shall pay Contractor for all the services performed, along with reasonable and documentable termination expenses, until the date of the termination by the City or suspension expires.

ARTICLE 14 - GOVERNING LAW; INTERPRETATION

14.1 Governing Law. Any dispute related to a contract resulting from the Proposal shall be governed by the laws of the State of Missouri. The City and the Contractor agree that the performance of a contract will be deemed to have occurred in the State of Missouri and that Contractor's performance under a contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under a 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

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objection to that court. This Agreement shall be construed in accordance with the laws of the State of Missouri.

14.2 Interpretation.

14.2.1 Schedules and Terms and Conditions are Part of Agreement. This Agreement includes the attached Schedules I through XI.

14.2.2 Entire Agreement. This Agreement, together with the Schedules attached hereto and the City's General and Construction Terms and Conditions, constitute the entire agreement and complete understanding between Contractor and City with respect to the subject matter described herein and therein and supersedes all other understandings and agreements between the Parties with respect to such subject matter.

14.2.4 Order of Interpretation. In the event of any inconsistencies between the terms of the body of this Agreement and the Schedules, the provision of the body of this Agreement shall prevail over the terms of any Schedule.

14.2.5 Captions. Captions or headings to Articles, Sections or paragraphs of this Agreement are inserted for convenience of reference only and shall not affect the interpretation or construction hereof.

14.2.6 Additional Principles of Construction. The Agreement shall be interpreted in a manner as to be consistent with the following principles:

14.2.6.1 Use of Good Utility Practice. It is the intent of the Agreement to require the application of Good Utility Practice to the Work where details of such Work are not included, are incomplete, are not specified, or are not clearly defined in the Specifications.

14.2.6.2 Integration of Project Documents. It is the intent of the Parties that the Specifications for the Facility, this Agreement, City's General and Construction Terms and Conditions, and the Schedules hereto (the "Project Documents") are to be interpreted as an integrated whole. Where work or obligations are referenced in one of the Project Documents but not in another, Contractor shall coordinate the design and installation of the Work as if it were shown on both to the extent required to comply with the Acceptance Tests and Good Utility Practice.

14.3 Drafting Ambiguities. Each Party to the Agreement, and its counsel, have reviewed and revised the Agreement. The rule of construction that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of the Agreement, or any amendment thereto.

ARTICLE 15 - MISCELLANEOUS

15.1 Third Party Beneficiaries. Except with respect to the provisions of the Agreement pertaining to assignment, the Agreement is not intended to and shall not create rights of any character whatsoever in favor of any person other than the Parties to the Agreement.

15.2 Good Faith and Fair Dealing. Whenever the Agreement grants to any Party the right to take action, exercise discretion, or determine whether to approve a proposal of any other Party, the Party possessing the right shall act in good faith and shall deal fairly with each other. In the event of a Dispute, the Parties shall be obligated to make a reasonable and

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diligent effort to resolve the Dispute at the appropriate level before invoking the dispute resolution procedures in Article 12. The Parties further expressly agree that at all times it will exercise its good faith in the administration of this Agreement, and all actions of the Parties shall be designed to facilitate the successful completion of the Work by Contractor and to promote the effective and efficient administration of this Agreement, and to achieve the ultimate objective of providing efficient, reliable and economical long term energy production. The Parties further commit to act in a timely fashion, consistent with maintaining the Project Schedule to: (a) review all documents, (b) respond to all requests for information, (c) support all applications for Authorizations; (d) respond to requests for access to off-Site support facilities and other assistance; and (e) resolve all differences and Disputes in a timely fashion.

15.3 Severability. Every part, term or provision of the Agreement is severable from others. Notwithstanding any possible future finding by duly constituted authority that a particular part, term or provision is invalid, void or unenforceable (but subject to the effect of the Parties' agreement in Section 5.3), the Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

15.4 Survival. All representations and warranties, and all agreements by the parties in this Agreement to indemnify each other shall survive the termination of this Agreement. The termination of this Agreement shall not limit or otherwise affect the respective rights and obligations of the Parties which accrued prior to the date of termination, and which continue to exist following the termination of this Agreement.

15.5 Technical or Trade Usage. When words that have a well-known technical or trade meaning are used to describe materials, equipment or services, such words will be interpreted in accordance with such meaning. Reference to such standard specifications, manuals, or codes of any technical society, organization or association, or to the code of any Governmental Authority, whether such references be specific or by implication, shall mean the latest standard specification, manual or code (whether or not specifically incorporated by reference in the Project Documents). Performance shall conform to the standards in effect at the time of performance and may change the duties and responsibilities of Contractor or City, or any of their agents, consultants, or employees from those set forth in the Agreement.

15.6 Amendments and Waivers. This Agreement may be amended only by a written instrument signed by a duly authorized representative of each Party. The failure of any Party to insist on one or more occasions upon strict performance of the obligations owed it by the other Party shall not waive or release such Party's right to insist on strict performance of such obligation or any other obligation in the future.

15.7 Notices. Except as expressly provided otherwise in this Agreement, all notices given to either Party pursuant to or in connection with this Agreement shall be in writing, shall be delivered by hand, by certified or registered mail, return receipt requested, by facsimile transmission with confirmation, or by Federal Express, Express Mail, or other nationally

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recognized overnight carrier. Notices are effective when received. Notice addresses are as follows:

If to Contractor:
EPC Services Company
1241 S 31st Street W
Billings, MT 59102
Attention: President

With a copy to:
EPC Services Company
c/o Electrical Consultants, Inc.
3521 Gabel Road
Billings, MT 59102
Attention: Chief Legal Officer

If to City:
City
Address And Street
City2, State2, Country2 (Postal Code)
Attention: Name2

15.8 Change of Address. Any Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

15.9 Successors; Assignment. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns. No Party shall make any sale, assignment, mortgage, pledge or other transfer of all or any portion of its rights or obligations under this Agreement, whether voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that this Section 15.92 shall not require prior written consent for any voluntary transfer in connection with a change in Ownership, or the merger, restructuring or consolidation of Contractor, so long as the Agreement is transferred to an Affiliate and the Parent Guarantee continues to guarantee performance of the Agreement, as so voluntarily transferred. Any successor to Contractor or City's respective interests under this Agreement shall assume in writing all responsibilities of Contractor or City, as the case may be under this Agreement.

15.10 Counterparts. This Agreement may be signed in counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute the same instrument.

15.11 Further Assurances. Each Party agrees to execute and deliver any such instruments and to perform any such acts as may be necessary or reasonably requested by any other Party in order to give full effect to the terms of this Agreement.

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15.12 Interest. Past due payments hereunder not contested in good faith shall bear interest from the due date until paid at the Late Payment Rate.

15.13 No Partnership; Third Party Beneficiaries. The Parties hereby expressly disclaim any intention to create a joint venture or partnership relation between the Parties. Except as expressly stated in this Agreement, there are no third party beneficiaries to this Agreement.

15.14 Further Documents and Actions. Each Party shall promptly execute and deliver such further documents and assurances for and take such further actions reasonable requested by the other Party as may be reasonably necessary to carry out the intent and purpose of this Agreement.

15.15 Time of the Essence; Cooperation to Control Costs. The Parties recognize that time is of the essence in designing and completing construction of the Facility. The Parties agree to use their good faith efforts to cooperate with each other and, where applicable, with Subcontractors to keep the Project on schedule, to control Project costs and to refrain from actions that drive up the Project costs or inject delay into the Project Schedule.

15.16 *Missouri Sunshine Law*. Notwithstanding Section 4.19, Contractor acknowledges that City is subject to the Missouri Sunshine Law, §§ 610.010 to 610.035, RSMo, and that City may be required to disclose records in response to a lawful request, regard of whether such records are marked "confidential" or "proprietary." To the extent permitted by law, City will provide written reasonable notice to Contractor prior to releasing any information designated by Contractor as confidential so that Contractor may seek protective treatment under Applicable Law; provided, however, that City shall comply with all statutory deadlines and shall not be required to withhold or delay disclosure beyond the time permitted by the Missouri Sunshine Law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

CONTRACTOR

By: _____
Its: _____

CITY

By: _____
Its: _____

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Attached Schedules:

Schedule I -- Definitions

Schedule II -- Insurance

Schedule III -- Acceptance Testing

Schedule IV -- Payment Schedule

Schedule V -- Lay Down Areas

Schedule VI -- The Work

Schedule VII -- Engineering Specifications

Schedule VIII -- Subcontractor Warranties

Schedule IX -- Form of Parent Guarantee

Schedule X -- Governmental Authorizations to be Obtained for Project

Schedule XI -- Prevailing Wage

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Schedule I
Definitions

"Acceptance Tests/Acceptance Testing" shall mean the complete set of tests, verifications, demonstrations, and system-level performance evaluations required under this Agreement, as more particularly set forth on Schedule III, to confirm that the Work complies with all technical, functional, safety, protection, communication, and performance requirements. Acceptance Tests include all pre-energization, energization, and post-energization tests, including all visual and mechanical inspections, electrical tests, testing on voltage and current circuits, relay tests, all integrations as set forth on Schedule III and in accordance with industry standards, or as otherwise agreed to by the Parties to address the conditions present at the time the Facility is available for testing.

"Acceptance Testing Period" shall have the meaning set forth in Section 11.2.3.

"Addendum" or **"Addenda"** shall have the meaning assigned to it in Section 8.1.

"Affiliate" shall mean (i) any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party, and (ii) any Person that, directly or indirectly, is the beneficial City of five percent (5%) or more of any class of equity securities of, or other Ownership interests in, a Party or of which the Party is directly or indirectly the owner of five percent (5%) or more of any class of equity securities or other Ownership interests.

"**Agreement**" shall have the meaning assigned to it in the first paragraph of this Agreement.

"**Applicable Law**" means all laws, statutes, ordinances, codes, rules, regulations, orders, judgments, decrees, permits, standards, and other legally binding requirements of any federal, state, county, municipal, or other governmental or quasi-governmental authority having jurisdiction over the project, the Work, the site, or the Parties, including all amendments, updates, and successor requirements.

"Authorization" shall mean any license, permit, approval, filing, waiver, exemption, variance, clearance, entitlement, allowance, franchise, or other authorization, whether from any Governmental Authority, corporate or otherwise.

"Business Day" shall mean any day other than a Saturday, Sunday or a day on which either the state or national banks in the State of Missouri are not open for the conduct of normal banking business.

"Certificate of Energization" shall mean a written certificate issued by the City confirming that the Switchyard, or a defined portion thereof, has been successfully energized in accordance with Schedule III. The Certificate of Energization documents that system-voltage energization has occurred but does not constitute Final Acceptance, nor does it relieve the Contractor of any obligation to complete commissioning, post-

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energization testing, performance testing, punch-list Work, or any other requirements of this Agreement.

"Change Order" shall mean a document issued pursuant to Article 8, which describes changes in or to the Work.

"City" shall have the meaning given it in the first paragraph of this Agreement.

"Commercial Operation" shall have the meaning given it in Section 10.3

"Commercial Operation Date" shall mean the date on which the Facility achieves Commercial Operation.

"Construction Commencement Date" shall have the meaning assigned to it in Section 10.1.

"Contract Price shall have the meaning assigned to it in Section 7.1

"**Contractor**" shall have the meaning assigned to it in the first paragraph of this Agreement.

"Contractor Event of Default" shall have the meaning assigned to it in Section 13.1.

"Contractor Warranty" shall have the meaning assigned to it in Sections 11.6 and 11.7.

"Cost of the Work" shall mean the anticipated actual costs of construction, subject to the Contract Price, as defined in Section 7.1, including the exceptions and additions permitted therein.

"Defects", individually a **"Defect"**, shall have the meaning assigned to it in Section 11.5.

"Delay Default Date" shall mean more than sixty (60) days from either the Guaranteed Mechanical Completion Date, or sixty (60) from the Guaranteed Commercial Operation Date, as applicable. Such date may further be extended by any Force Majeure condition or delays caused by City or entities under contract with City.

"Dispute" shall have the meaning assigned to it in Section 12.1.

"Easement Areas" shall have the meaning assigned to it in Section 4.10.

"Effective Date" shall mean the date that this Agreement has been signed by Contractor and City.

"Engineer" shall have the meaning assigned to it in Section 4.2.1.

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"Equipment Instruction Manual" shall mean the manual or manuals provided by Contractor to City pursuant to Section 3.1.6, including operation requirements, guidelines and manuals established by the manufacturers of the major equipment for the Facility.

"**Facility**" shall mean the switchyard facility, as more particularly described in paragraph C of the Recitals to this Agreement.

"Facility Start Up" shall mean the activities following completion of construction of the Facility, but prior to and during Acceptance Testing.

"Final Acceptance" shall have the meaning assigned to it in Section 10.5.

"Final Acceptance Date" shall mean the date Final Acceptance occurs.

"Final Payment" shall have the meaning assigned to it in Section 9.3.

"Force Majeure" shall mean in respect of any Party an event beyond the reasonable control of such Party which prevents or delays such Party from performing its obligations under this Agreement (except for the obligation to pay money) or which materially increases its costs of performing those obligations. Examples include (but not limited to), to the extent they otherwise meet the foregoing definition, the following: war, hostilities, civil disturbances, any kind of local or national emergency, riot, fire, flood, hurricane, storm, earthquake, concealed or subterranean conditions at the Site that could not be discovered by a reasonable inspection of the Site, power failure or power surge, epidemic, pandemic, explosion, sabotage, act of God, failure of the Subcontractors or Suppliers to perform or deliver on a timely basis, to the extent such failure is due to a force majeure condition affecting the Subcontractor or Supplier, strike, slowdown or other labor unrest (other than a localized strike against an individual employer), delay of carriers, failure of the usual modes of transportation, embargo, change in any Applicable Law from that in effect on the date hereof, any condition at the Site that requires remediation under any Applicable Law related to the environment, or expropriation or confiscation of facilities. The effect of Force Majeure upon the Contract Price and upon the Guaranteed Mechanical Completion Date and the Delay Default Date shall be limited as more particularly set forth in Sections 7.2 and 13.5.3. Force Majeure shall not include breach of contract by Subcontractors or Suppliers.

"Good Utility Practice" shall mean, at any particular time, (a) any of the practices, methods and acts engaged in or approved by a significant portion of the United States electric power generating industry prior to such time and by constructors, City, operators or maintainers of facilities similar in size and operational characteristics to the Facility, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable costs consistent with Applicable Law and the Authorizations, environmental considerations, good business practices, reliability, safety, expedition and the manufacturer's maintenance requirements, provided that "Good

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Utility Practice" is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a spectrum of the acceptable practices methods or acts generally accepted in such industry having due regard for, among other things, the manufacturer's maintenance requirements, the requirements of Governmental Authorities and any applicable agreements.

"Governmental Authority" shall mean the national government, and any regulatory department, body, political subdivision, commission, agency, instrumentality, ministry, court, judicial or administrative body, taxing authority, or other authority thereof (including any corporation or other entity owned or controlled by any of the foregoing) having jurisdiction over either Party, the Facility or the Site, whether acting under actual or assumed authority. Permits, orders, or other approvals given by such bodies are **"Governmental Authorizations."**

"Guaranteed Mechanical Completion Date" described in Section 11.4.1 shall mean one hundred sixty-two (162) business days from the Construction Commencement Date as set forth in Section 10.1.

"Guaranteed Commercial Operation Date" shall have the meaning set forth in Section 10.3.

"Hazardous Substances" shall mean, collectively, any petroleum or petroleum product, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls (PCBs), hazardous waste, hazardous material, hazardous substance, toxic substance, contaminant or pollutant, as defined or regulated under any federal, state or local law relating to the protection of the environment, including, but not limited to, the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 *et seq*., the Comprehensive Environmental Response Compensation and Liability Act, as amended, 42 U.S.C. § 9601 *et seq*., or any similar state statute.

"Joint Full Notice to Proceed" shall mean a written notice jointly issued and executed by the City and the Site Owner that authorizes Contractor to commence physical construction and all Work on the Site. The Joint Full Notice to Proceed shall only take effect in accordance with the Construction Commencement Date as set forth in Section10.1.

"Lay Down Areas" shall have the meaning assigned to it in Section 4.10.

"Major Equipment Suppliers" shall have the meaning assigned to it in Section 4.2.3.

"Mechanical Completion" shall have the meaning set forth in Section 10.2.

"Mechanical Completion Date Guarantee" shall have the meaning set forth in Section 11.4.

"**Operator**" shall mean City.

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"City" shall mean City of Independence, Missouri, by and through its municipal utility Independence, Power and Light.

"City's Event of Default" shall have the meaning assigned to it in Section 13.3.

"Parent Guarantee" or **"Grantor"** shall have the meaning assigned to it in Section 4.21.

"**Parties**" shall mean Contractor and City when referred to collectively and "**Party**" shall mean any one of the Parties referred to singly.

"Payment Due Date" shall have the meaning assigned to it in Section 9.1.2.

"Payment Milestones" shall mean those milestones set in Schedule IV.

"Payment Milestone Schedule" shall mean Schedule IV.

"Payment Period" shall have the meaning assigned to it in Section 9.1.1.1.

"Person" shall mean any individual, firm, company, association, general partnership, limited partnership, limited liability company, trust, business trust, corporation, public body, or other legal entity.

"PM/CM" shall have the meaning assigned to it in Section 4.2.2.

"Preliminary Notice to Proceed" shall mean a written notice issued by the City authorizing Contractor to begin administrative, coordination, and pre-construction activities only, including preparation and submission of submittals, attendance at required conferences, and coordination with the City, utilities, and third parties. The Preliminary Notice to Proceed does not authorize Contractor commence construction, mobilize to the Site, perform field activities, delivery materials to the Site, or incur costs associated with physical construction.

"Prime Subcontractor" shall have the meaning assigned to it in Section 4.2.4.

"Prime Subcontractor Contracts" shall have the meaning assigned to it in Section 4.2.4.

"Progress Report" shall have the meaning assigned to it in Section 9.1.1.1.

"Project" shall mean the development of the Facility at the Site by the Contractor and shall include the Work.

"Project Documents" shall have the meaning assigned to it in Section 14.2.5.2.

"Project Schedule" shall mean the schedule of activities (including all amendments or supplements thereto following the Effective Date of this Agreement) during the Project

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that coordinates all aspects of the Project, including without limitation, permitting, engineering, procurement of equipment and materials, construction, Facility Start Up, Mechanical Completion, Acceptance Testing, energization, completion of the Punch List and Project close out. The Project Schedule will include, without limitation, the Payment Milestone Schedule and sub-Project schedules for each of the major participants in the Project.

"Punch List" shall have the meaning assigned to it in Section 10.4.

"Punch List Holdback Amount" shall have the meaning assigned to it in Section 10.4.

"QA/QC Director" shall have the meaning assigned to it in Section 4.2.5.

"Remedial Measures" shall have the meaning assigned to it in Section 11.3.1.

"Safety Director" shall have the meaning assigned to it in Section 4.2.6.

"Safety Plan" shall have the meaning assigned to it in Section 4.8.

"Security Plan" shall have the meaning assigned to it in Section 4.9.

"Site" shall mean the parcel of land located [insert address of Facility site].

"Site Contractor" shall mean the contractor, other than the EPCS Contractor, engaged by Site Owner or such other third party to perform site preparation, civil work, grading, access improvements, utility relocations, or other preparatory activities necessary to make the Site ready for actual construction and the Construction Commencement Date. The Site Contractor is not under contract with the City and is not responsible for performing any portion of EPCS Contractor's Work.

"Site Owner" shall mean the entity that holds legal title to or has the legal right to control access to and use of the real property on which the Site, and ultimately the switchyard, is located. The identity of the Site Owner may change prior to or during the performance of the Work, and any successor Owner shall automatically be deemed the Site Owner for purposes of this Contract upon acquiring such rights.

"Soil Disposal Area" shall have the meaning assigned to it in Section 4.10.

"Specifications" shall mean the Design Review Manual prepared by Engineer, which is incorporated into this Agreement by this reference, and any supplements or amendments thereto that may be agreed to by the Parties after execution of this Agreement. The Specifications shall further include any Change Orders and other changes to the Work authorized in accordance with Article 8 of this Agreement.

"Subcontractor" shall mean every Person (other than employees of Contractor) employed or engaged by Contractor or any Person (other than City) directly or indirectly in privity

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with Contractor (including every sub-subcontractor of whatever tier) to perform any portion of the Work, whether the furnishing of labor, materials, equipment, services or otherwise.

"Subcontractor Protections" shall have the meaning assigned to it in Section 11.8

"Subcontractor Recoveries" shall have the meaning assigned to it in Section 11.10.

"Suppliers" shall mean a manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

"Term" shall mean the duration of this Agreement, from the Effective Date until Final Acceptance.

"Traffic Control Plan" shall have the meaning set forth in Section 4.7.

"Uninsured Force Majeure" shall mean any event of Force Majeure, or portion thereof, not covered by the insurance required to be carried in connection with the Project.

"Warranty Period" shall mean, period of twenty-four (24) months commencing on the date the Facility achieves Commercial Operation, as determined in accordance with Section 10.3 of this Agreement.

"**Work**" shall mean all design, engineering, procurement, construction, erection, installation, training, start-up and testing activities and services necessary to achieve a complete and operable Facility in accordance with the terms of this Agreement, to achieve Mechanical Completion, Commercial Operation, and Final Acceptance, and shall include all activities and services described in Schedule VI and in Section 3.1.

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Schedule II
Insurance

Construction

A. Contractor shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Work. The cost of such insurance shall be included in the Contractor's Proposal.

B. Contractor shall maintain the following coverages and minimum limits:

1. Commercial General Liability: [ISO "occurrence" form or its equivalent, with no exclusions for personal injury, completed operations, explosion and collapse hazard, and underground hazard.]
   a. $1,000,000 each occurrence
   b.$2,000,000 General Aggregate
   c. $1,000,000 per occurrence limit Bodily injury/Property damage
   d. $1,000,000 Personal/Advertising injury
   e. $2,000,000 Products & Completed operations aggregate limit.
   f. $10,000,000 each occurrence/$10,000,000 aggregate, Pollution Insurance
2. Business Auto Coverage: (Applicable to any *Owned, hired, and non-owned autos*) $1,000,000 property damage / bodily injury, combined single per Accident limit – Any Auto. If no autos are owned by the proposing Contractor, a non-owned auto liability endorsement on the Commercial General Liability program is acceptable.
3. Professional Liability (Errors and Omissions) coverages with minimum limits:
   a.$10,000,000 Project Aggregate (dedicated solely to Switchyard Project) written on a "claims-made" basis
   b. The policy shall be in place from the date of commencement of design services through Final Acceptance of the 161 kV Switchyard
   c. The policy shall include "rectification" or "mitigation" coverage
   d. Deductible or Self Insured Retention shall be paid solely by Contractor
   e.Contractor shall maintain policy for a minimum of five (5) years following Final Payment

f. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the State of Missouri and employers' liability limits of $100,000/$500,000/$100,000. When workers compensation insurance policy is applicable "other states" coverage is required. Regardless of any minimum number of employees to trigger statutory responsibility, the City requires evidence of Workers' Compensation insurance should the Contractor have any employees.

g. Umbrella Liability: Minimum limit of $10,000,000 excess of Commercial General Liability.

h. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has the City

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assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The Contractor'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 Contractor.
Coverage Limits: Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.

C. Builder's Risk and Work-in-Progress Insurance: Contractor shall procure and maintain Builder's Risk Insurance covering the Work, Work in Progress, and all materials, equipment, and supplies to be incorporated into the Project, located on-site, off-site, or in storage.

1. The policy shall, at a minimum, provide coverage for: i) direct physical loss or damage to the work, including Work and Work in Progress; ii) fire, lightening, explosion, hail, flood, earthquake, collapse, theft, malicious mischief, vandalism, and such other events; iii) demolition and debris removal; iv) expediting expenses; and v) resultant damage from design defects.
2. The limits shall be no less than full replacement cost of the project. Sub-limits shall be commercially reasonable and consistent with comparable utility infrastructure projects.
3. Deductibles shall be commercially reasonable and consistent with projects of similar risk profile. Contractor shall be responsible for deductibles arising from damage caused by Contractor or its subcontractors.
4. The policy shall name the City, the Contractor, and all subcontractors with an insurable interest as additional insureds, as applicable.
5. Builder's Risk Insurance shall be primary for all claims under this Section D, and shall not require exhaustion of any other insurance carried by the City or Contractor.
6. The existence of Builder's Risk Insurance does not relieve the Contractor of responsibility for: i) care, custody, and control of the Work; ii) protection of the Work; iii) repair or replacement of damaged Work; or iv) compliance with this Agreement's risk of loss provisions.

D. Additional Insured. For Contractor's insurance, the City shall be listed by ISO endorsement or its equivalent as additional insureds for the service/project as the City's interest may appear on the General Liability and any applicable Umbrella Liability. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Verification of Coverage.
   1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City which includes products and completed operations.
   2. The insurance coverages are to be provided by Missouri admitted insurance companies with a Best's rating of at least A- or VII. Those not admitted must be approved by City.

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3. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
3. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post Contract.
4. Any deviation from the requirements set forth in this Insurance section may be allowed by the City Risk Manager subject to the City Legal Department's review and approval.

F. Cancellation. Each insurance policy required shall not be suspended, voided, or canceled; except after thirty (30) days' advance written notice has been given to the City.

1. All required insurance shall be maintained until City has accepted the Project and Final Payment has been made.

G. Subcontractors. The Contractor may include all subcontractors as additional insured under its insurance policies or shall furnish to the City separate certificates and endorsements for each subcontractor. Contractor shall use commercially reasonable efforts to flow down all coverages for Prime Subcontractors. All other Subcontractors shall maintain insurance commensurate with their respective scope of work and in accordance with Good Utility Practice, and the Contractor shall ensure such Subcontractors provide evidence of insurance upon request.

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Schedule III
Acceptance and Performance/Energization Testing

This schedule necessarily varies from project to project. It must be specific to the particular equipment selected for the Project, the characteristics of the specific technology being utilized, the capabilities and limitations of the Project's design and equipment, the scope of the Work to be done as part of this contract, and the nature of the intended use.

[To be provided by Contractor]

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Schedule IV
Payment Milestone Schedule

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Schedule V
Lay Down Areas

See Attached Map

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Schedule VI
The Work

This schedule necessarily varies from project to project. It must be specific to the particular equipment selected for the Project, the characteristics of the specific technology being utilized, the capabilities and limitations of the Project's design and equipment, the scope of the Work to be done as part of this contract, the nature of the intended use, and relevant regulatory authorizations or constraints.

[To be provided by Contractor]

The Work shall include all design, engineering, procurement, permitting (to the extent provided in the Contract), construction, erection, installation, training, start-up and testing activities and services necessary to achieve a complete and operable Facility with the following equipment and systems:

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Schedule VII
Engineering Specifications

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Schedule VIII
Subcontractor/Vendor Warranties

The Contractor agrees that the equipment, materials and workmanship furnished under the Contract will be as specified and will be free from defect for a period of two years from the date of final City acceptance Commercial Operation.

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Schedule IX
Form of Parent Guarantee

CORPORATE GUARANTEE AGREEMENT

THIS AGREEMENT is made byElectrical Consultants, Inc.,, Contractor's Parent, a *Montana corporation* ("Guarantor").

R E C I T A L S :

A. *EPC Services Company* ("Obligor") and City of Independence, Missouri, a Missouri municipality are entering into an Engineering, Procurement and Construction Agreement dated *[the date hereof]* (the "EPC Agreement") for the development and construction of a 161 kV switchyard facility that will route power, protect the grid, and provide a reliable connection point between transmission lines, transformers, and facility auxiliaries, to be located *[Location of facility]* in Independence, Missouri("Project").

B. City has required that the Guarantor guarantee the Obligations (defined below) as a condition to the City's willingness to enter into the EPC Agreement. The Obligor is a wholly-owned subsidiary of the Guarantor. The development and construction of the Project and the transactions contemplated by the EPC Agreement will provide direct benefits to the Obligor and will therefore indirectly benefit the Guarantor.

C. The term "Obligations" means all of the obligations of the Obligor to City under the EPC Agreement of whatever nature, however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, secured or unsecured, and whether the Obligor is liable individually or jointly with others, but subject to the limitations set forth in the EPC Agreement.

C O V E N A N T S :

IN CONSIDERATION OF these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that:

1. The Guarantor hereby (a) unconditionally guarantees the full and prompt payment and performance of the Obligations when due, whether by acceleration or otherwise, or (if earlier) at the time any Obligor becomes the subject of bankruptcy or other insolvency proceedings; (b) agrees to pay all costs, expenses and reasonable attorneys' fees incurred by City in enforcing this Agreement and the Obligations and realizing on any collateral for either; provided however, that Guarantor shall not be required to pay such amounts incurred by City in any attempted enforcement by City of this Agreement in which Guarantor ultimately prevails; and (c) agrees to pay to City the amount of any payments made to City or another in connection with any of the Obligations which are recovered from City by a trustee, receiver, creditor or other party pursuant to applicable law.

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2. This is a guarantee of payment and performance of the Obligations, and not of collection. City shall not be obligated to: (a) take any steps whatsoever to collect from, or to file any claim of any kind against, any Obligor, any other guarantor, or any other person or entity liable for payment or performance of any of the Obligations; or (b) take any steps whatsoever to protect, accept, obtain, enforce, take possession of, perfect its interest in, foreclose or realize on collateral or security, if any, for the payment or performance of any of the Obligations or any guarantee of any of the Obligations; or (c) in any other respect exercise any diligence whatever in collecting or attempting to collect any of the Obligations by any means.

3. The Guarantor's liability for payment and performance of the Obligations shall be absolute and unconditional; the Guarantor unconditionally and irrevocably waives each and every defense which, under principles of guarantee or suretyship law, would otherwise operate to impair or diminish such liability; and nothing whatever except actual full payment and performance of the Obligations (and all other debts, obligations and liabilities of the Guarantor under this Agreement) shall operate to discharge the Guarantor's liability hereunder. Without limiting the generality of the foregoing, City shall have the exclusive right, which may be exercised from time to time without diminishing or impairing the liability of the Guarantor in any respect, and without notice of any kind to the Guarantor, to: (a) accept any collateral, security or guarantee for any Obligations or any other credit; (b) determine how, when and what application of payments, credits and collections, if any, shall be made on the Obligations and any other credit and accept partial payments; (c) determine what, if anything, shall at any time be done with respect to any collateral or security; subordinate, sell, transfer, surrender, release or otherwise dispose of all or any of such collateral or security; and purchase or otherwise acquire any such collateral or security at foreclosure or otherwise; and (d) with or without consideration grant, permit or enter into any waiver, amendment, extension, modification, refinancing, indulgence, compromise, settlement, subordination, discharge or release of: (i) any of the Obligations, the EPC Agreement, or any other agreement relating to any of the Obligations, (ii) any obligations of any guarantor or other person or entity liable for payment or performance of any of the Obligations, and any agreement relating to such obligations and (iii) any collateral or security or agreement relating to collateral or security for any of the foregoing. Notwithstanding anything in this Agreement to the contrary, Guarantor shall have the right to assert as defenses and shall have the benefit of all rights of set-off, claims, counter-claims, reduction or diminution as to any obligation of City to Obligors and any defenses to enforcement of this Agreement (except Bankruptcy and other insolvency-related defenses) that Obligors would be entitled to assert in defense to payment or performance of any of the Obligations.

4. The Guarantor hereby unconditionally waives (a) presentment, notice of dishonor, protest, demand for payment and all notices of any kind, including without limitation: notice of acceptance hereof; notice of the creation of any of the Obligations; notice of nonpayment, nonperformance or other default on any of the Obligations; and notice of any action taken to collect upon or enforce any of the Obligations; (b) any subrogation to the rights of City against any Obligor and any other claim against any Obligor which arises as a result of payments made by the Guarantor pursuant to this Agreement, until the

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Obligations have been paid or. performed in full and such payments are not subject to any right of recovery; and (c) any claim for contribution against any co-guarantor, until the Obligations have been paid or performed in full and such payments are not subject to any right of recovery.

5. The Guarantor represents and warrants that:

a. The execution, delivery and performance of this Agreement by the Guarantor are within the corporate powers of the Guarantor, have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of the stockholders (or other governing body) of the Guarantor which has not been obtained, (ii) violate any provision of the articles of incorporation or by-laws (or other governing rules of the enterprise) of the Guarantor or of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to the Guarantor or any subsidiary of the Guarantor; (iii) require the consent or approval of, or filing or registration with, any governmental body, agency or authority, or (iv) result in a breach of or constitute a default under, or result in the imposition of any lien, charge or encumbrance upon any property of the Guarantor or any subsidiary of the Guarantor pursuant to, any indenture or other agreement or instrument under which the Guarantor or any subsidiary of the Guarantor is a party or by which it or any of its properties may be bound or affected.

b. This Agreement constitutes the legal, valid and binding obligation of the Guarantor enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the enforceability of creditors' rights generally.

6. This Agreement shall inure to the benefit of City and its successors and assigns, including every holder or City of any of the Obligations, and shall be binding upon the Guarantor and the Guarantor's successors and assigns. This is a continuing guarantee and shall continue in effect until all Obligations and all obligations of the Guarantor hereunder shall be paid or performed in full and such payments are not subject to any right of recovery.

7. This Agreement constitutes the entire agreement between City and the Guarantor with respect to the subject matter hereof, superseding all previous communications and negotiations, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon City unless expressed herein. This Agreement shall be governed by the laws of the State of Missouri without regard to conflicts of law principles.

8. The Guarantor hereby consents to the exclusive jurisdiction of a competent court in Jackson County, Missouri, and waives any objection based on lack of personal jurisdiction, improper venue or forum non conveniens, with regard to any actions, claims, disputes or proceedings relating to this Agreement, or any document delivered hereunder or in connection herewith, or any transaction arising from or connected to any of the foregoing. Nothing herein shall affect the City's right to serve process in any manner permitted by

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law, or limit City's right to bring proceedings against the Guarantor or its property or assets in the competent courts of any other jurisdiction or jurisdictions..

9. The Guarantor hereby waives any and all right to trial by jury in any action or proceeding relating to this Agreement, or any document delivered hereunder or in connection herewith, or any transaction arising from or connected to any of the foregoing. The Guarantor represents that this waiver is knowingly, willingly and voluntarily given.

Electrical Consultants, Inc.

BY: _____
TITLE:

ATTEST: _____
TITLE:.-

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Schedule X
Governmental Authorizations to be Obtained

Facility

Required Permits and Approvals

Abbreviations and Acronyms
[LIST]

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Schedule XI

Prevailing Wage Requirements

If the Agreement is issued from the Proposal that is valued at $75,000 or above, the Agreement shall be based upon payment by the Contractor or Contractor's subcontractors of wage rates not less than prevailing hourly wage rate for each craft or classification of workers engaged to perform the Work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and industrial Relations. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time. The Contractor shall submit certified payrolls to the City's project manager. Prevailing wage requirements include:

A. State of Missouri prevailing wage rates per current wage order for Jackson County, Missouri . Prevailing wages must be paid by the Contractor in accordance with labor involved for this project (Section 290.250, RSMo).
B. The Contractor will forfeit a penalty to the City of $100 per day (or portion of a day) for each worker that is paid less than the prevailing wage rate for any Work done under the Contract by Contractor or by any subcontractor (Section 290.250, RSMo).
C. The Contractor and all subcontractors to the Contract must require all onsite employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.
D. The Contractor will forfeit a penalty to the Contracting public body of $2,500 plus an additional $100 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training (Section 292.675, RSMo).
E. The City's Procurement Division will file a Prevailing Wage Project Notification form (PW-2) to the Division of Labor Standards upon issuance of the Contract and retain copy in City files.
F. While the Contract Work is being performed, a legible list of all prevailing wage rates must remain posted in a prominent and easily accessible place at the worksite by each contractor and subcontractor on the project (Section 290.265, RSMo).
G. Before final payment can be made, the general Contractor and all subcontractors must file an Affidavit of Compliance form PW-4 with the City of Independence. The affidavit must state the Contractor has fully complied with Missouri Prevailing Wage Law, and the City must verify that the correct wages were paid. No payment can be legally made by the City to the Contractor(s) until the affidavit is filed in proper form and order with the City.
H. The City's Project Manager shall retain a copy of certified payroll in City files.

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-033 **1R** An ordinance adopting an amendment to the Fiscal Year 2025-2026 budget, which was approved by Ordinance No. 19682. **1R**

Recommendations:

Council approval is recommended.

Background:

It has been determined that a roof replacement is required at Fire Station 1. This budget amendment will transfer appropriations in the amount of $428,528 in the 2025-26 Capital Budget of the Fire Department and Fire Improvements Fund to create this capital improvement project.

Emergency Justification:

Fiscal Impact:

This transfer will result in a $0 net impact since it is a transfer of funding from one capital project to another.

Council Action:

Department / Contact Finance /

REVIEWERS

Melissa Cabrera
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Appropriations Ordinance Q3 FY25-26
2. Appropriations Background Q3 FY25-26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, the adopted Operating and Capital budgets for the 2025-26 fiscal year were approved by the City Council by Ordinance No. 19682; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Transfer of appropriations in the amount of $428,528 for the creation of a new capital improvement project for Station 1 Roof Replacement (CIP 172601-C) from an existing CIP #172401-C Fire Apparatus in the Fire Improvement Fund – Capital (No.053).

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, sufficient to meet the obligation hereby incurred.

Source is: As Indicated Above

REVIEWED BY:

_____
City Manager

_____
Director of Finance and Administration
City of Independence, Missouri

City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2025-26

Section 1:

Fund: Fire Improvement Fund

Department: Fire

Source: Transfers

Description: Transfer of appropriations in the amount of $428,528 for the creation of a new capital improvement project for Station 1 Roof Replacement (CIP 172601-C) from an existing CIP #172401-C Fire Apparatus.
172601-C
172401-C

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-034 **1R** An ordinance finding, determining and declaring the necessity of acquiring right-of-way and temporary construction easements for the Winner Road Complete Streets Project (Project No.112403); 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. **1R**

Recommendations:

Council approval is recommended.

Background:

The Winner Road Complete Streets Project extends from 24 Hwy to Hedges Avenue. Plans include new pavement, new sidewalk, a shared-use path, and curb and gutter drainage improvements. The replacement of a bridge over the railroad is also included.

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

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City for these easements is estimated at approximately $500,000. This project is eligible for up to $5.5 million in STP federal funding reimbursement through MARC. Funding for the Winner Road Complete Streets Project (No. 112403) is included in the FY 25 budget, page 196, account number 112403-C-0517051-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. MS.Winner Road Complete Streets Easement Ordinance - Project No. 112403
2. Project Location - Winner Road Complete Streets

BILL NO._____

ORDINANCE NO._____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING RIGHT-OF-WAY AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE WINNER ROAD COMPLETE STREETS PROJECT (PROJECT NO.112403); 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, 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 right-of-way and temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of Winner Road Complete Streets Project (No. 112403), 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 the Winner Road Complete Streets Project (No. 112403) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings temporary construction grading 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 2:
Temporary Construction Easement

ALL THAT PART OF LOT 5, BLOCK 4, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND

DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 89°17'13" EAST, ALONG THE NORTH LINE OF SAID LOT 5, 93.17 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89°17'13" EAST ALONG SAID NORTH LINE, 19.57 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 27°06'09" EAST, WITH A RADIUS OF 656.16 FEET, A CENTRAL ANGLE OF 8°06'57" AND AN ARC DISTANCE OF 92.94 FEET; THENCE SOUTH 18°59'12" EAST, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 15.93 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5; THENCE NORTH 89°17'11" WEST, ALONG SAID SOUTH LINE, 21.24 FEET; THENCE NORTH 18°59'12" WEST, 55.00 FEET; THENCE SOUTH 71°00'48" WEST, 5.00 FEET; THENCE NORTH 18°59'12" WEST, 53.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,190 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

Tract 3:
Temporary Construction Easement

ALL THAT PART OF LOT 6 , BLOCK 4, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 89°17'11" EAST, ALONG THE NORTH LINE OF SAID LOT 6, 140.67 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 89°17'11" WEST, ALONG SAID NORTH LINE, 15.93 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 18°59'12" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.21 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE NORTH 89°17'10" WEST, ALONG SAID SOUTH LINE, 15.93 FEET; THENCE NORTH 18°59'12" WEST, 106.21 FEET TO THE POINT OF BEGINNING. CONTAINING 1,593 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

Tract 4:
Temporary Construction Easement

ALL THAT PART OF LOT 7 , BLOCK 4, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 89°17'10" EAST, ALONG THE NORTH LINE OF SAID LOT 7, 182.85 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE

HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89°17'10" EAST, ALONG SAID NORTH LINE, 10.62 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 18°59'12" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.05 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 7; THENCE NORTH 89°08'25" WEST, ALONG SAID SOUTH LINE, 10.63 FEET; THENCE NORTH 18°59'12" WEST, 106.02 FEET TO THE POINT OF BEGINNING. CONTAINING 1,060 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 5:
Temporary Construction Easement

ALL THAT PART OF LOT 8 , BLOCK 4, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 89°08'25" EAST, ALONG THE NORTH LINE OF SAID LOT 8, 219.66 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING SOUTH 89°08'25" EAST ALONG SAID NORTH LINE, 10.63 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 18°59'12" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 106.25 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8; THENCE NORTH 88°59'41" WEST, ALONG SAID SOUTH LINE, 10.64 FEET; THENCE NORTH 18°59'12" WEST, 106.22 FEET TO THE POINT OF BEGINNING. CONTAINING 1,062 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 6:
Temporary Construction Easement

ALL THAT PART OF THE NORTH HALF OF LOT 9, BLOCK 4, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE SOUTH 88°59'41" EAST, ALONG THE NORTH LINE OF SAID LOT 9, 229.92 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING SOUTH 88°59'41" EAST ALONG SAID NORTH LINE, 37.24 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 18°59'12" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 53.15 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 9; THENCE NORTH 88°36'44" WEST, ALONG SAID SOUTH LINE, 37.34 FEET; THENCE NORTH 18°59'12" WEST, 52.89 FEET TO THE POINT OF BEGINNING. CONTAINING 1,856 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

Tract 7:

Temporary Construction Easement

ALL THAT PART OF THE SOUTH HALF OF LOT 9, BLOCK 4, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 88°27'00" WEST, ALONG THE SOUTH LINE OF SAID LOT 9, 25.00 FEET; THENCE NORTH 1°12'48" EAST, 20.00 FEET; THENCE NORTH 88°27'00" WEST, 7.73 FEET; THENCE NORTH 18°59'12" WEST, 31.90 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID LOT 9; THENCE SOUTH 88°36'44" EAST, ALONG SAID NORTH LINE, 37.34 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 18°59'12" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 18.57 FEET TO IT'S INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF S GLENWOOD AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 1°12'48" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 32.58 FEET TO THE POINT OF BEGINNING. CONTAINING 1,589 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

Tract 8:
Temporary Construction Easement 1

ALL THAT PART OF LOT 10, BLOCK 4, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 1°12'48" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF S GLENWOOD AVEUNE, AS NOW ESTABLISHED, 10.00 FEET; THENCE NORTH 88°27'00" WEST, 25.00 FEET; THENCE NORTH 1°12'48" EAST, 10.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 10; THENCE SOUTH 88°27'00" EAST, ALONG SAID NORTH LINE, 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 250 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.

Temporary Construction Easement 2

ALL THAT PART OF LOT 10, BLOCK 4, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10; THENCE SOUTH 1°12'48" WEST, ALONG THE WEST RIGHT-OR-WAY LINE OF S GLENWOOD AVENUE, AS NOW ESTABLISHED, 30.03 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING SOUTH 1°12'48" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 40.00 FEET; THENCE NORTH 88°43'10" WEST, 25.00 FEET; THENCE NORTH 1°12'48"

EAST, 29.99 FEET; THENCE SOUTH 88°47'12" EAST, 4.99 FEET; THENCE NORTH 1°16'50" EAST, 10.00 FEET; THENCE SOUTH 88°43'10" EAST, 19.99 FEET TO THE POINT OF BEGINNING. CONTAINING 950 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 11:
Temporary Construction Easement

ALL THAT PART OF LOT 16, BLOCK 3, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 88°38'42" EAST, ALONG THE SOUTH LINE OF SAID LOT 16, 24.30 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED: THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 23°03'58" WEST, WITH A RADIUS OF 1,498.02 FEET, A CENTRAL ANGLE OF 2°22'10" AND AN ARC DISTANCE OF 61.95 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S GLENWOOD AVENUE, AS NOW ESTABLISHED; THENCE NORTH 1°12'48" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 13.54 FEET TO ITS INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 20°12'53" EAST, WITH A RADIUS OF 1,493.02 FEET, A CENTRAL ANGLE OF 2°56'19" AND AN ARC DISTANCE OF 76.57 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 16; THENCE NORTH 88°38'42" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 5.49 FEET TO THE POINT OF BEGINNING. CONTAINING 346 SQUARE FEET OR 0.008 ACRES, MORE OR LESS.

Tract 12:
Temporary Construction Easement

ALL THE PART OF LOTS 14 AND 15, BLOCK 3, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 15; THENCE SOUTH 88°38'42" EAST, ALONG THE NORTH LINE OF SAID LOT 15, 24.30 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING SOUTH 88°38'42" EAST ALONG SAID NORTH LINE, 5.49 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTHEASTERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 23°09'12" EAST, WITH A RADIUS OF 1,493.02 FEET, A CENTRAL ANGLE OF 8°47'48" AND AN ARC DISTANCE OF 229.22 FEET TO A POINT

ON THE SOUTH LINE OF SAID LOT 14, SAID POINT ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 9TH STREET, AS NOW ESTABLISHED, THENCE NORTH 88°29'32" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 57.93 FEET; THENCE NORTH 47°41'31" EAST, 44.59 FEET; THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 30°25'17" WEST WITH A RADIUS OF 1,498.02 FEET, A CENTRAL ANGLE OF 7°21'19" AND AN ARC DISTANCE OF 192.31 FEET TO THE POINT OF BEGINNING. CONTAINING 1,945 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

Tract 13:
Temporary Construction Easement

ALL THAT PART OF LOT 26, BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 26; THENCE SOUTH 88°29'32" EAST, ALONG THE NORTH LINE OF SAID LOT 26, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF 9TH STREET, AS NOW ESTABLISHED, 105.24 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING SOUTH 88°29'32" EAST, ALONG SAID NORTH LINE, 75.49 FEET; THENCE SOUTH 27°36'09" WEST, 50.11 FEET; THENCE NORTH 88°29'32" WEST, 53.22 FEET; THENCE NORTH 1°12'56" EAST, 45.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,896 SQUARE FEET OR 0.07 ACRES, MORE OR LESS.

Tract 15:
Temporary Construction Easement

ALL THE PART OF LOTS 25 AND 26, BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 26; THENCE SOUTH 88°29'32" EAST, ALONG THE NORTH LINE OF SAID LOT 26, SAID LINE ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF 9TH STREET, AS NOW ESTABLISHED, 180.73 FEET TO IT'S INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED, SAID INTERSECTION ALSO BEING THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 33°06'50" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 133.23 FEET; THENCE NORTH 88°34'28" WEST, 42.49 FEET; THENCE NORTH 33°06'50" WEST, 2.79 FEET; THENCE NORTH 56°53'10" EAST, 10.00 FEET; THENCE NORTH 33°06'50" WEST, 14.42 FEET; THENCE NORTH 56°53'10" EAST, 10.00 FEET; THENCE NORTH 33°06'50" WEST, 36.93 FEET; THENCE SOUTH 56°53'10" WEST, 5.86 FEET; THENCE NORTH 42°30'41" WEST, 30.09 FEET;

THENCE SOUTH 47°37'15" WEST, 13.74 FEET; THENCE NORTH 88°29'32" WEST, 5.30 FEET; THENCE NORTH 27°36'09" EAST, 50.11 FEET TO THE POINT OF BEGINNING. CONTAINING 2,715 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

Tract 16:
Right-of-Way

ALL THAT PART OF LOTS 2, 3, AND 25, BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 88°44'05" EAST, ALONG THE SOUTH LINE OF SAID LOT 3, 88.86 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 33°06'50" WEST, 230.14 FEET; THENCE SOUTH 88°34'28" EAST, 6.07 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 33°06'50" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 230.12 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 88°44'05" WEST, ALONG SAID SOUTH LINE, 6.06 FEET TO THE POINT OF BEGINNING. CONTAINING 1,151 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

Temporary Construction Easement

ALL THAT PART OF LOTS 2, 3, 24 AND 25, BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 88°44'05" EAST, ALONG THE SOUTH LINE OF SAID LOT 3, 82.81 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 33°06'50" WEST, 138.73 FEET; THENCE SOUTH 56°53'10" WEST, 15.00 FEET; THENCE NORTH 33°06'50" WEST, 35.00 FEET; THENCE NORTH 56°53'10" EAST, 15.00 FEET; THENCE NORTH 33°06'50" WEST, 31.43 FEET; THENCE NORTH 78°06'50" WEST, 35.36 FEET; THENCE NORTH 33°06'50" WEST, 17.21 FEET; THENCE SOUTH 88°34'28" EAST, 42.49 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 33°06'50" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 230.12 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 88°44'05" WEST, ALONG SAID SOUTH LINE, 12.12 FEET TO THE POINT OF BEGINNING. CONTAINING 3,354 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

Tract 17:
Right-of-Way

ALL THAT PART OF LOT 4, BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 88°48'54" EAST, ALONG THE SOUTH LINE OF SAID LOT 4, 157.67 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 33°06'50" WEST, 120.65 FEET TO A POINT ON NORTH LINE OF SAID LOT 4; THENCE SOUTH 88°44'05" EAST, ALONG THE NORTH LINE OF SAID LOT 4, 6.06 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 33°06'50" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 120.64 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 88°48'54" WEST, ALONG SAID SOUTH LINE 6.05 FEET TO THE POINT OF BEGINNING. CONTAINING 603 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Temporary Construction Easement

ALL THAT PART OF LOT 4, BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 4; THENCE SOUTH 88°48'54" EAST, ALONG THE SOUTH LINE OF SAID LOT 4, 91.09 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 33°06'50" WEST, 30.29 FEET; THENCE NORTH 56°53'10" EAST, 50.00 FEET; THENCE NORTH 33°06'50" WEST, 56.27 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 88°44'05" EAST, ALONG SAID NORTH LINE, 12.12 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 33°06'50" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 120.64 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 88°48'54" WEST, ALONG SAID SOUTH LINE, 72.63 FEET TO THE POINT OF BEGINNING. CONTAINING 3,573 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

Tract 18:
Temporary Construction Easement

ALL THAT PART OF THE NORTH HALF OF LOT 5 , BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 88°48'54" EAST, ALONG THE NORTH LINE OF SAID LOT 5, 117.72 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING SOUTH 88°48'54" EAST, ALONG

SAID NORTH LINE, 46.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 33°06'50" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 19.47 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 668.35 FEET, A CENTRAL ANGLE OF 3°25'38" AND AN ARC DISTANCE OF 39.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 5; THENCE NORTH 88°51'17" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 13.27 FEET; THENCE NORTH 25°46'05" WEST, 41.65 FEET; THENCE NORTH 88°51'17" WEST, 37.70 FEET; THENCE NORTH 33°06'50" WEST, 15.33 FEET TO THE POINT OF BEGINNING. CONTAINING 993 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 19:
Temporary Construction Easement

ALL THAT PART OF THE SOUTH HALF OF LOT 5, BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 18, 2026, AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 5; THENCE SOUTH 88°53'41" EAST, ALONG THE SOUTH LINE OF SAID LOT 5, 165.19 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 1°26'47" EAST, 15.76 FEET; THENCE SOUTH 88°33'13" EAST, 35.35 FEET; THENCE NORTH 25°46'05" WEST, 38.36 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID LOT 5; THENCE SOUTH 88°51'17" EAST, ALONG SAID NORTH LINE 13.27 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTHEASTERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 29°41'12" EAST, WITH A RADIUS OF 668.35 FEET, A CENTRAL ANGLE OF 4°50'58" AND AN ARC DISTANCE OF 56.57 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5; THENCE NORTH 88°53'41" WEST, ALONG SAID SOUTH LINE, 58.25 FEET TO THE POINT OF BEGINNING. CONTAINING 1,340 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

Tract 20:
Temporary Construction Easement

ALL THAT PART OF LOT 6, BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE SOUTH 88°53'41" EAST, ALONG THE NORTH LINE OF SAID LOT 6, 165.19 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE

HEREIN DESCRIBED; THENCE CONTINUING SOUTH 88°53'41" EAST, ALONG SAID NORTH LINE, 58.25 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTHEASTERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 24°50'13" EAST WITH A RADIUS OF 668.35 FEET, A CENTRAL ANGLE OF 1°57'37" AND AN ARC DISTANCE OF 22.87 FEET; THENCE NORTH 88°33'13" WEST, 68.02 FEET; THENCE NORTH 1°26'47" EAST, 20.33 FEET TO THE POINT OF BEGINNING. CONTAINING 1,297 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

Tract 21:
Temporary Construction Easement 1

ALL THAT PART OF LOTS 7 AND 8, BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 88°58'29" EAST, ALONG THE SOUTH LINE OF SAID LOT 7, 274.39 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 6°00'28" WEST, 19.50 FEET; THENCE NORTH 81°16'57" EAST, 10.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 8°43'03" EAST WITH A RADIUS OF 668.35 FEET, A CENTRAL ANGLE OF 5°25'10" AND AN ARC DISTANCE OF 63.22 FEET; THENCE SOUTH 86°42'07" WEST, 10.00 FEET; THENCE NORTH 6°00'28" WEST, 42.75 FEET TO THE POINT OF BEGINNING. CONTAINING 658 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Temporary Construction Easement 2

ALL THAT PART OF LOTS 8 AND 9, BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 1°26'47" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, 74.94 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 88°33'13" WEST, 5.00 FEET; THENCE NORTH 1°26'56" EAST, 59.90 FEET; THENCE NORTH 90°00'00" EAST, 4.15 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 1°26'53" EAST WITH A RADIUS OF 668.35 FEET, A CENTRAL ANGLE OF 2°53'40" AND AN ARC DISTANCE OF 33.76 FEET; THENCE SOUTH 1°26'47" WEST, CONTINUING ALONG

SAID WEST RIGHT-OF WAY LINE, 26.25 FEET TO THE POINT OF BEGINNING. CONTAINING 290 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Temporary Construction Easement 3

ALL THAT PART OF LOT 9, BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 9; THENCE NORTH 89°16'57" WEST, ALONG THE SOUTH LINE OF SAID LOT 9, 17.00 FEET; THENCE NORTH 1°26'47" EAST, 11.48 FEET; THENCE SOUTH 88°33'13" EAST, 17.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 1°26'47" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 11.27 FEET TO THE POINT OF BEGINNING. CONTAINING 193 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

Tract 22:
Temporary Construction Easement

ALL THAT PART OF LOT 1, ROSEBUD PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, PLS. 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 1°26'47" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED, 50.25 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 89°36'00" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 17.00 FEET; THENCE NORTH 1°26'47" EAST, 50.34 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89°16'57" EAST, ALONG SAID NORTH LINE, 17.00 FEET TO THE POINT OF BEGINNING. CONTAINING 855 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 23:
Temporary Construction Easement

ALL THAT PART OF LOT 2, ROSEBUD PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, PLS. 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 1°26'47" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED, 50.24 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 89°55'04" WEST, ALONG THE SOUTH LINE OF SAID LOT 2, 17.00 FEET; THENCE NORTH 1°26'47" EAST, 50.34 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 89°36'00" EAST, ALONG SAID NORTH

LINE, 17.00 FEET TO THE POINT OF BEGINNING. CONTAINING 855 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 24:
Temporary Construction Easement

ALL THAT PART OF LOT 3, ROSEBUD PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, PLS. 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 1°26'47" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED, 50.22 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 89°02'01" WEST, ALONG THE SOUTH LINE OF SAID LOT 3, 17.00 FEET; THENCE NORTH 1°26'47" EAST, 49.96 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 89°55'04" EAST, ALONG SAID NORTH LINE, 17.00 FEET TO THE POINT OF BEGINNING. CONTAINING 852 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 25:
Temporary Construction Easement

ALL THAT PART OF LOTS 4 AND 5, ROSEBUD PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, PLS. 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 1°26'47" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED, 90.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 5; THENCE NORTH 89°05'46" WEST, ALONG THE SOUTH LINE OF SAID LOT 5, 17.00 FEET; THENCE NORTH 1°26'47" EAST, 90.45 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4; THENCE SOUTH 89°02'01" EAST, ALONG SAID NORTH LINE, 17.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,538 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

Tract 26:
Temporary Construction Easement

ALL THAT PART OF LOTS 6 AND 7, ROSEBUD PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, PLS. 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 1°26'47" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, 149.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 7, SAID CORNER ALSO BEING A POINT ON THE NORTH RIGHT-OF-

WAY LINE OF E. TRUMAN ROAD, AS NOW ESTABLISHED; THENCE NORTH 86°49'38" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 5.00 FEET; THENCE NORTH 1°26'47" EAST, 124.48 FEET; THENCE NORTH 88°33'13" WEST, 12.00 FEET; THENCE NORTH 1°26'47" EAST, 25.08 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 6; THENCE SOUTH 89°05'46" EAST, ALONG SAID NORTH LINE, 17.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,051 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 27:
Temporary Construction Easement

ALL THAT PART OF LOT 1, BLOCK 1, T'WYMAN ESTATE, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, PLS. 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 1°26'47" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF EAST WINNER ROAD, AS NOW ESTABLISHED, 137.41 FEET; THENCE NORTH 87°30'38" WEST, 30.00 FEET; THENCE NORTH 1°26'47" EAST, 85.00 FEET; THENCE SOUTH 88°33'13" EAST, 25.00 FEET; THENCE NORTH 1°26'47" EAST, 52.02 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1, SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E TRUMAN ROAD, AS NOW ESTABLISHED; THENCE SOUTH 86°49'38" EAST, ALONG SAID NORTH LINE, 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,818 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

Tract 28:
Temporary Construction Easement

ALL THAT PART OF LOT 1, BLOCK 1, T'WYMAN ESTATE, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, PLS. 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 87°06'55" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, 27.81 FEET; THENCE NORTH 0°00'00" EAST, 15.02 FEET; THENCE SOUTH 87°06'55" EAST, 23.19 FEET; THENCE NORTH 1°26'47" EAST, 22.46 FEET; THENCE SOUTH 87°30'38" EAST, 5.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF EAST WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 1°26'47" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 37.50 FEET TO THE POINT OF BEGINNING. CONTAINING 532 SQUARE FEET OR 0.01 ACRES, MORE OR LESS`.

Tract 29:
Temporary Construction Easement

ALL THAT PART OF LOT 2, BLOCK 1, T'WYMAN ESTATE, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S ROUDEBUSH, PLS. 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 1°26'47" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF EAST WINNER ROAD, AS NOW ESTABLISHED, 30.01 FEET; THENCE NORTH 87°06'55" WEST, 27.05 FEET; THENCE NORTH 0°00'00" EAST, 30.04 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 87°06'55" EAST, ALONG SAID NORTH LINE, 27.81 FEET TO THE POINT OF BEGINNING. CONTAINING 823 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 34:
Temporary Construction Easement

ALL THAT PART OF THE NORTH 65 FEET OF LOT 1, ARLINGTON HEIGHTS, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS : COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTHERLY, ALONG THE WEST RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED, ON A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 11°20'32" EAST, WITH A RADIUS OF 764.74 FEET, A CENTRAL ANGLE OF 2°57'25" AND AN ARC DISTANCE OF 39.47 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED: THENCE CONTINUING SOUTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 14°17'57" EAST, WITH A RADIUS OF 764.74 FEET, A CENTRAL ANGLE OF 1°57'30", AND AN ARC DISTANCE OF 26.14 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 65 FEET OF SAID LOT 1; THENCE NORTH 88°17'13" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 30.04 FEET; THENCE NORTH 1°18'35" EAST, 24.96 FEET; THENCE SOUTH 88°23'09" EAST, 22.57 FEET TO THE POINT OF BEGINNING. CONTAINING 655 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 35:
Temporary Construction Easement

ALL THAT PART OF LOT 1 AND 2, ARLINGTON HEIGHTS, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 17, 2026, AS FOLLOWS : COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 1°16'55" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF S ARLINGTON AVENUE, AS NOW ESTABLISHED, 1.90 FEET; THENCE NORTHERLY, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, ON A CURVE

TO THE LEFT, BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 10°12'09" AND AN ARC DISTANCE OF 53.42 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 88°17'13" WEST, A DISTANCE OF 24.45 FEET; THENCE NORTH 1°16'55" EAST, 30.00 FEET; THENCE NORTH 88°17'13" WEST, 5.00 FEET; THENCE NORTH 1°16'55" EAST, 10.69 FEET; THENCE NORTH 88°21'45" WEST, 12.55 FEET; THENCE NORTH 1°18'35" EAST, 8.05 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 65 FEET OF SAID LOT 1; THENCE SOUTH 88°17'13" EAST, ALONG SAID SOUTH LINE, 29.08 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 16°15'26" EAST WITH A RADIUS OF 764.72 FEET, A CENTRAL ANGLE OF 0°39'11" AND AN ARC DISTANCE OF 8.71 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID ARLINGTON AVENUE; THENCE SOUTHERLY, ALONG SAID WEST RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, HAVING A COMMON TANGENT WITH THE LAST DESCRIBED COURSE WITH A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 7°59'23" AND AN ARC DISTANCE OF 41.83 FEET TO THE POINT OF BEGINNING. CONTAINING 1,104 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

Tract 40:
Temporary Construction Easement

ALL THAT PART OF LOTS 1 AND 2, FAIRLAND HEIGHTS, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1C, FAIRLAND HEIGHTS REPLAT, LOTS 1A-1C, A SUBDIVISION OF LAND IS SAID INDEPENDENCE, JACKSON COUNTY, MISSOURI; THENCE SOUTH 28°36'53" EAST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, 64.95 FEET; THENCE SOUTH 61°23'07" WEST, 20.00 FEET; THENCE NORTH 28°36'53" WEST, 65.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1C; THENCE NORTH 61°31'49" EAST, ALONG SAID SOUTH LINE 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,299 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

Tract 50:
Temporary Construction Easement

ALL THAT PART OF LOT 14, FAIRLAND HEIGHTS, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 14; THENCE SOUTH 61°31'49" WEST, ALONG THE SOUTH LINE OF SAID LOT 14,

21.06 FEET; THENCE NORTH 28°36'53" WEST, 10.01 FEET; THENCE NORTH 61°23'07" EAST, 21.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 28°36'53" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 0.73 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 699.50 FEET, A CENTRAL ANGLE OF 0°45'54" AND AN ARC DISTANCE OF 9.34 FEET TO THE POINT OF BEGINNING. CONTAINING 211 SQUARE FEET OR 0.005 ACRES, MORE OR LESS.

Tract 51:
Temporary Construction Easement

ALL THAT PART OF LOT 15, FAIRLAND HEIGHTS, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 15, THENCE SOUTHEASTERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, ON A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 29°22'47" EAST, A RADIUS OF 699.50 FEET, A CENTRAL ANGLE OF 2°02'36" AND AN ARC DISTANCE OF 24.95 FEET; THENCE SOUTH 61°23'07" WEST, 16.84 FEET; THENCE NORTH 28°36'53" WEST, 8.00 FEET; THENCE SOUTH 61°23'07" WEST, 5.00 FEET; THENCE NORTH 28°36'53" WEST, 16.99 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 15; THENCE NORTH 61°31'49" EAST, ALONG SAID NORTH LINE, 21.06 FEET TO THE POINT OF BEGINNING. CONTAINING 494 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Tract 54:
Temporary Construction Easement

ALL THAT PART OF LOT 1, HAWTHORN PLACE ACRES, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 48°59'03" WEST, ALONG THE EAST LINE OF SAID LOT 1, 5.73 FEET; THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 70°04'30" WEST, WITH A RADIUS OF 689.50 FEET, A CENTRAL ANGLE OF 11°28'23" AND AN ARC DISTANCE OF 138.07 FEET; THENCE NORTH 31°23'52" EAST, A DISTANCE OF 5.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTHEASTERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 58°36'08" EAST, WITH A RADIUS OF 684.50 FEET, A CENTRAL ANGLE OF 11°42'21" AND AN

ARC DISTANCE OF 139.85 FEET TO THE POINT OF BEGINNING. CONTAINING 695 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 55:
Temporary Construction Easement

ALL THAT PART OF LOT 2, HAWTHORN PLACE ACRES, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTHERLY, ALONG THE WEST RIGHT-OF-WAY LINE OF S HAWTHORNE STREET, AS NOW ESTABLISHED, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 19°17'56" EAST, WITH A RADIUS OF 897.19 FEET, A CENTRAL ANGLE OF 3°14'59" AND AN ARC DISTANCE OF 50.89 FEET; THENCE NORTH 87°16'26" WEST, 32.39 FEET; THENCE NORTH 2°43'34" EAST, 44.93 FEET; THENCE WESTERLY, ALONG A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 77°45'18" WEST, WITH A RADIUS OF 689.50 FEET, A CENTRAL ANGLE OF 7°40'48" AND AN ARC DISTANCE OF 92.42 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE NORTH 48°59'03" EAST, ALONG SAID WEST LINE, 5.73 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE EASTERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 70°18'28" EAST WITH A RADIUS OF 684.50 FEET, A CENTRAL ANGLE OF 8°37'08" AND AN ARC DISTANCE OF 102.97 FEET TO THE POINT OF BEGINNING. CONTAINING 1,602 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

Tract 56
Temporary Construction Easement

ALL THAT PART OF LOTS 29 AND 30, HAWTHORN PLACE GROVE, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, AND THE EAST RIGHT-OF-WAY LINE OF HAWTHORNE STREET, AS NOW ESTABLISHED ; THENCE EASTERLY, ALONG SAID NORTH RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 80°50'31" EAST WITH A RADIUS OF 684.53 FEET, A CENTRAL ANGLE OF 3°51'27" AND AN ARC DISTANCE OF 46.09 FEET; THENCE SOUTH 2°43'34" WEST, 49.76 FEET; THENCE NORTH 87°16'26" WEST, 26.98 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE; THENCE NORTHERLY, ALONG SAID EAST RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF NORTH 15°03'29" WEST WITH A RADIUS OF 917.19 FEET, A CENTRAL ANGLE OF 3°32'20" AND AN

ARC DISTANCE OF 56.65 FEET TO THE POINT OF BEGINNING. CONTAINING 1,834 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

Tract 61:
Temporary Construction Easement

ALL THAT PART OF LOT 11, BLOCK B, CONTINUATION OF MAYWOOD , A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 11; THENCE SOUTH 1°21'53" WEST, ALONG THE EAST LINE OF SAID LOT 11, 30.00 FEET; THENCE NORTH 87°16'26" WEST, 25.00 FEET; THENCE NORTH 1°21'53" EAST, 25.00 FEET; THENCE NORTH 87°16'26" WEST, 50.00 FEET; THENCE NORTH 1°21'53" EAST, 5.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 87°16'26" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 75.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,000 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 62::
Temporary Construction Easement 1

ALL THAT PART OF LOT 10, BLOCK B, CONTINUATION OF MAYWOOD , A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 87°16'26" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, 20.00 FEET; THENCE SOUTH 1°21'53" WEST, 10.00 FEET; THENCE NORTH 87°16'26" WEST, 15.00 FEET; THENCE SOUTH 1°21'53" WEST, 20.00 FEET; THENCE NORTH 87°16'26" WEST, 5.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 10; THENCE NORTH 1°21'53" EAST, 30.00 FEET ALONG SAID WEST LINE, TO THE POINT OF BEGINNING. CONTAINING 300 SQUARE FEET OR 0.006 ACRES, MORE OR LESS.

Temporary Construction Easement 2

ALL THAT PART OF LOT 10, BLOCK B, CONTINUATION OF MAYWOOD , A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 87°16'26" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, 61.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°16'26" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 20.00 FEET; THENCE SOUTH 1°21'53" WEST, 5.00

FEET; THENCE NORTH 87°16'26" WEST, 20.00 FEET; THENCE NORTH 1°21'53" EAST, 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 100 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

Tract 63:
Temporary Construction Easement 1

ALL THAT PART OF LOT 10, BLOCK B, CONTINUATION OF MAYWOOD , A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 87°16'26" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, 81.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°16'26" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 5.00 FEET; THENCE SOUTH 1°21'53" WEST, 5.00 FEET; THENCE NORTH 87°16'26" WEST, 5.00 FEET; THENCE NORTH 1°21'53" EAST, 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 25 SQUARE FEET MORE OR LESS.

Temporary Construction Easement 2

ALL THAT PART OF LOT 10, BLOCK B, CONTINUATION OF MAYWOOD , A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE SOUTH 87°16'26" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, 132.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87°16'26" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 30.00 FEET; THENCE SOUTH 1°20'16" WEST, 5.00 FEET; THENCE NORTH 87°16'26" WEST, 30.00 FEET; THENCE NORTH 1°20'16" EAST, 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 150 SQUARE FEET MORE OR LESS.

Tract 67:
Temporary Construction Easement

ALL THAT PART OF LOT 10, BLOCK 21, RESURVEY OF BLOCK "A" OF THE CONTINUATION OF MAYWOOD , A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE EASTERLY, ALONG THE SOUTH RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT

BEARING OF SOUTH 87°02'04" EAST, WITH A RADIUS OF 520.21 FEET, A CENTRAL ANGLE OF 3°51'41" AND AN ARC DISTANCE OF 35.06 FEET; THENCE SOUTH 1°44'12" WEST, 8.07 FEET; THENCE NORTH 88°15'48" WEST, 35.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S HARDY AVENUE, AS NOW ESTABLISHED; THENCE NORTH 1°44'12" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 10.00 FEET TO THE POINT OF BEGINNING. CONTAINING 323 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Tract 69:
Temporary Construction Easement 1

ALL THAT PART OF LOT 1, BLOCK 22, RESURVEY OF BLOCK "A" OF THE CONTINUATION OF MAYWOOD , A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 1°27'23" WEST, ALONG THE WEST RIGHT-OF-WAY LINE OF S. RALSTON AVENUE, AS NOW ESTABLISHED, 100.00 FEET; THENCE NORTH 88°32'37" WEST, 15.00 FEET; THENCE NORTH 1°27'23" EAST, 109.90 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 55°07'11" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 17.97 FEET TO THE POINT OF BEGINNING. CONTAINING 1,574 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

Temporary Construction Easement 2

ALL THAT PART OF LOT 7, BLOCK 22, RESURVEY OF BLOCK "A" OF THE CONTINUATION OF MAYWOOD , A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 55°07'11" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, 20.00 FEET; THENCE SOUTH 78°01'46" WEST, 17.15 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S WILLOW AVENUE, AS NOW ESTABLISHED; THENCE NORTH 1°25'53" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 125 SQUARE FEET OR 0.003 ACRES, MORE OR LESS.

Tract 70:
Right-of-Way

ALL THAT PART OF LOT 3, BLOCK 23, RESURVEY OF BLOCK "A" OF THE CONTINUATION OF MAYWOOD , A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE

AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 55°07'11" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, 10.23 FEET; THENCE SOUTH 34°52'49" WEST, 15.50 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S. RALSTON AVENUE, AS NOW ESTABLISHED; THENCE NORTH 1°27'23" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 18.57 FEET TO THE POINT OF BEGINNING. CONTAINING 79 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

Temporary Construction Easement

All that part of Lot 3, Block 23, RESURVEY OF BLOCK "A" OF THE CONTINUATION OF MAYWOOD , a subdivision of land in Independence, Jackson County, Missouri, being bounded and described by or under the direct supervision of Jason S. Roudebush, PLS 2002014092 under the authority of Kimley-Horn CLS 2025011669 on March 25, 2026, as follows: Beginning at the Northwest corner of said Lot 3; thence South 55°07'11" East, along the Southerly right-of-way line of E. Winner Road, as now established, 15.23 feet; thence South 34°52'49" West, 23.08 feet to a point on the East right-of-way line of S. Ralston Avenue, as now established; thence North 1°27'23" East, along said East right-of-way line, 27.65 feet to the Point of Beginning. Containing 176 square feet or 0.004 acres, more or less.

Tract 72:
Temporary Construction Easement

All that part of Lots 1 and 3, Block 23, RESURVEY OF BLOCK "A" OF THE CONTINUATION OF MAYWOOD , a subdivision of land in Independence, Jackson County, Missouri, being bounded and described by or under the direct supervision of Jason S. Roudebush, PLS 2002014092 under the authority of Kimley-Horn CLS 2025011669 on March 25, 2026, as follows: Beginning at the Southeast corner of said Lot 1, said corner also being the intersection of the Southerly right-of-way line of E. Winner Road, as now established and the North right-of-way line of E. 18th Street, as now established; thence North 87°27'44" West, along said North right-of- way line, 71.16 feet; thence North 1°13'51" East, 45.73 feet; thence North 88°46'09" West, 33.64 feet; thence North 1°13'51" East, 22.39 feet to a point on said Southerly right-of-way line; thence South 55°07'11" East, along said Southerly right-of-way line, 125.87 feet to the Point of Beginning. Containing 2,003 square feet or 0.05 acres, more or less.

Tract 74:
Temporary Construction Easement

ALL THAT PART OF LOT 13, BLOCK 17, RESURVEY OF BLOCK "A" OF THE CONTINUATION OF MAYWOOD , A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 13, SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF E. WINNER

ROAD, AS NOW ESTABLISHED AND THE EAST RIGHT-OF-WAY OF S HEDGES AVENUE, AS NOW ESTABLISHED; THENCE NORTH 1°32'10" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 35.13 FEET; THENCE SOUTH 88°27'50" EAST, 15.00 FEET; THENCE SOUTH 1°32'10" WEST, 45.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 55°07'11" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 17.96 FEET TO THE POINT OF BEGINNING. CONTAINING 601 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Tract 75:
Temporary Construction Easement 1

ALL THAT PART OF LOT 5, JAMES E. HARE SUBDIVISION, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5, SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF E. WINNER ROAD, AS NOW ESTABLISHED AND THE EAST RIGHT-OF-WAY OF S RALSTON AVENUE, AS NOW ESTABLISHED; THENCE NORTH 1°27'23" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 42.65 FEET; THENCE SOUTH 88°32'37" EAST, 10.00 FEET; THENCE SOUTH 1°27'23" WEST, 15.00 FEET; THENCE SOUTH 88°32'37" EAST, 59.30 FEET; THENCE SOUTH 1°27'23" WEST, 60.00 FEET; THENCE SOUTH 88°32'37" EAST, 10.00 FEET; THENCE SOUTH 1°27'23" WEST, 8.00 FEET; THENCE SOUTH 55°07'11" EAST, 50.00 FEET; THENCE SOUTH 34°52'49" WEST, 10.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 55°07'11" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 138.41 FEET TO THE POINT OF BEGINNING. CONTAINING 4,284 SQUARE FEET OR 0.10 ACRES, MORE OR LESS.

Temporary Construction Easement 2

ALL THAT PART OF LOT 10, BLOCK 18, RESURVEY OF BLOCK "A" OF THE CONTINUATION OF MAYWOOD , A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10, SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY OF E. WINNER ROAD, AS NOW ESTABLISHED AND THE WEST RIGHT-OF-WAY OF S HEDGES AVENUE, AS NOW ESTABLISHED; THENCE NORTH 55°07'11" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, 11.89 FEET; THENCE NORTH 34°52'49" EAST, 18.07 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 1°32'10" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 21.63 FEET TO THE POINT OF BEGINNING. CONTAINING 107 SQUARE FEET OR 0.002 ACRES, MORE OR LESS.

Tract 92:

Temporary Construction Easement 1

ALL THAT PART OF LOT A, EVANSTON, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT A; THENCE NORTH 46°04'06" EAST, ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF S FRANKLIN AVENUE, AS NOW ESTABLISHED, 5.18 FEET; THENCE SOUTH 28°36'53" EAST, 30.00 FEET; THENCE SOUTH 73°36'53" EAST, 15.00 FEET; THENCE SOUTH 16°23'07" WEST, 22.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE NORTH 28°36'53" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 54.84 FEET TO THE POINT OF BEGINNING. CONTAINING 378 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Temporary Construction Easement 2

ALL THAT PART OF LOT A, EVANSTON, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT A; THENCE SOUTH 28°36'53" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, 203.07 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, BEING TANGENT TO THE LAST DESCRIBED COURSE, WITH A RADIUS OF 584.50 FEET, A CENTRAL ANGLE OF 8°56'28" AND AN ARC DISTANCE OF 91.21 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 52°26'39" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTHEASTERLY, ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 37°33'21" EAST, WITH A RADIUS OF 579.50 FEET, A CENTRAL ANGLE OF 7°47'37" AND AN ARC DISTANCE OF 78.83 FEET; THENCE SOUTH 44°39'02" WEST, A DISTANCE OF 5.00 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTHWESTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 45°20'58" WEST WITH A RADIUS OF 584.50 FEET, A CENTRAL ANGLE OF 7°47'37" AND AN ARC DISTANCE OF 79.51 FEET TO THE POINT OF BEGINNING. CONTAINING 396 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Temporary Construction Easement 3

ALL THAT PART OF LOTS A AND B, EVANSTON, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID

LOT B, SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, AND THE WESTERLY RIGHT-OF-WAY LINE OF THE KC SOUTHERN RAILROAD; THENCE NORTH 87°16'26" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 187.47 FEET; THENCE WESTERLY, CONTINUING ALONG SAID NORTH RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, BEING TANGENT TO THE LAST DESCRIBED COURSE WITH A RADIUS OF 584.50 FEET, A CENTRAL ANGLE OF 31°09'31" AND AN ARC DISTANCE OF 317.87 FEET; THENCE NORTH 33°51'03" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 58°07'36" EAST, 40.00 FEET; THENCE SOUTH 29°53'44" WEST, 10.00 FEET; THENCE EASTERLY, ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 60°08'20" EAST, WITH A RADIUS OF 579.50 FEET, A CENTRAL ANGLE OF 27°08'06" AND AN ARC DISTANCE OF 274.45 FEET; THENCE SOUTH 87°16'26" EAST, 35.69 FEET; THENCE NORTH 2°43'34" EAST, 15.00 FEET; THENCE SOUTH 87°16'26" EAST, 137.40 FEET TO A POINT ON SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTHERLY, ALONG A CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 32°37'12" EAST, WITH A RADIUS OF 1960.10 FEET, A CENTRAL ANGLE OF 0°43'12" AND AN ARC DISTANCE OF 24.63 FEET TO THE POINT OF BEGINNING. CONTAINING 5,065 SQUARE FEET OR 0.12 ACRES, MORE OR LESS.

Tract 94:
Temporary Construction Easement

ALL THAT PART OF LOT 50, EVANSTON, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI AND THE VACATED RIGHT-OF-WAY OF EVANSTON AVENUE, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 50; THENCE SOUTH 61°07'42" WEST, ALONG THE NORTH LINE OF SAID LOT 50 AND ITS SOUTHWESTERLY EXTENSION, 120.25 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 28°36'53" EAST, 20.00 FEET; THENCE SOUTH 61°07'42" WEST, 15.00 FEET; THENCE SOUTH 28°36'53" EAST, 52.15 FEET TO A POINT ON THE SOUTHWESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 50; THENCE SOUTH 61°23'07" WEST, ALONG SAID SOUTHWESTERLY EXTENSION, 15.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF E WINNER ROAD, AS NOW ESTABLISHED; THENCE NORTH 28°36'53" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 72.08; THENCE NORTH 61°07'42" EAST, 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,382 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

Tract 95:
Temporary Construction Easement

ALL THAT PART OF LOT 51, EVANSTON, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI AND THE VACATED RIGHT-OF-

WAY OF EVANSTON AVENUE, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 51; THENCE SOUTH 61°07'42" WEST, ALONG THE NORTH LINE OF SAID LOT 51 AND ITS SOUTHWESTERLY EXTENSION, 115.50 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 28°36'53" EAST, 15.00 FEET; THENCE SOUTH 61°07'42" WEST, 20.00 FEET; THENCE SOUTH 28°36'53" EAST, 79.42 FEET; THENCE NORTH 61°07'42" EAST, 15.00 FEET; THENCE SOUTH 28°36'53" EAST, 5.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 51; THENCE SOUTH 61°07'42" WEST, ALONG THE SOUTH LINE OF SAID LOT 51 AND ITS SOUTHWESTERLY EXTENSION, 30.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE NORTH 28°36'53" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 99.42 FEET; THENCE NORTH 61°07'42" EAST, 35.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,866 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

Tract 96:
Temporary Construction Easement

ALL THAT PART OF LOT 52, EVANSTON, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI AND THE VACATED RIGHT-OF-WAY OF EVANSTON AVENUE, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 52; THENCE SOUTH 61°07'42" WEST, ALONG THE NORTH LINE OF SAID LOT 52 AND ITS SOUTHWESTERLY EXTENSION, 135.75 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 28°36'53" EAST, 95.18 FEET; THENCE NORTH 61°07'42" EAST, 20.00 FEET; THENCE SOUTH 28°36'53" EAST, 5.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 52; THENCE SOUTH 61°07'42" WEST, ALONG SAID SOUTH LINE, 35.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE NORTH 28°36'53" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 100.18 FEET; THENCE NORTH 61°07'42" EAST, 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,603 SQUARE FEET OR 0.04 ACRES, MORE OR LESS.

Tract 102:
Temporary Construction Easement

ALL THAT PART OF TRACT B, CERTIFICATE OF SURVEY RECORDED AS DOCUMENT NO. 199610002177 IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: BEGINNING AT THE NORTHTHWEST CORNER OF SAID TRACT B; THENCE SOUTH 87°18'41" EAST,

ALONG THE NORTH LINE OF SAID TRACT B, 33.15 FEET; THENCE SOUTH 2°41'19" WEST, 30.00 FEET; THENCE NORTH 87°18'41" WEST, 17.20 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF E WINNER ROAD, AS NOW ESTABLISHED; THENCE NORTHWESTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 26°45'54" WEST WITH A RADIUS OF 664.74 FEET, A CENTRAL ANGLE OF 2°55'43" AND AN ARC DISTANCE OF 33.98 FEET TO THE POINT OF BEGINNING. CONTAINING 760 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 112:
Temporary Construction Easement

ALL THAT PART OF LOT 8, EVANSTON, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 1°26'47" EAST, ALONG THE WEST LINE OF SAID LOT 8, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED, 45.01 FEET; THENCE SOUTH 86°49'38" EAST, 15.00 FEET; THENCE SOUTH 1°26'47" WEST, 45.01 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 8; THENCE NORTH 86°49'38" WEST, ALONG SAID SOUTH LINE, 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 675 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 113:
Right-of-Way

ALL THAT PART OF LOT 9, BLOCK 7, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 25, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 9, SAID CORNER ALSO BEING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF E. TRUMAN ROAD, AS NOW ESTABLISHED, AND THE EAST RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE NORTH 1°26'47" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 25.00 FEET; THENCE SOUTH 29°03'19" EAST, 29.54 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 86°49'38" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 15.00 FEET TO THE POINT OF BEGINNING. CONTAINING 187 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

Temporary Construction Easement 1

ALL THAT PART OF LOT 16, BLOCK 7, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND

DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 16; THENCE SOUTH 88°43'47" EAST, ALONG THE NORTH LINE OF SAID LOT 16, 20.00 FEET; THENCE SOUTH 1°26'47" WEST, 10.06 FEET; THENCE NORTH 88°33'13" WEST, 5.00 FEET; THENCE SOUTH 1°26'47" WEST, 50.00 FEET; THENCE NORTH 88°33'13" WEST, 15.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S ARLINGTON AVENUE, AS NOW ESTABLISHED; THENCE NORTH 1°26'47" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 951 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Temporary Construction Easement 2

ALL THAT PART OF LOT 15, BLOCK 7, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 15; THENCE NORTH 1°26'47" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF S ARLINGTON AVENUE, AS NOW ESTABLISHED, 54.12 FEET; THENCE SOUTH 88°33'13" EAST, 5.00 FEET; THENCE SOUTH 1°26'47" WEST, 54.11 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 15; THENCE NORTH 88°43'47" WEST, ALONG SAID SOUTH LINE, 5.00 FEET TO THE POINT OF BEGINNING. CONTAINING 271 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Temporary Construction Easement 3

ALL THAT PART OF LOTS 9 THRU 13, BLOCK 7, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 13; THENCE SOUTH 88°43'47" EAST, ALONG THE NORTH LINE OF SAID LOT 13, 20.00 FEET; THENCE SOUTH 1°26'47" WEST, 5.70 FEET; THENCE NORTH 88°33'13" WEST, 10.00 FEET; THENCE SOUTH 1°26'47" WEST, 25.00 FEET; THENCE SOUTH 43°33'13" EAST, 21.21 FEET; THENCE SOUTH 1°26'47" WEST, 40.00 FEET; THENCE NORTH 88°33'13" WEST, 15.00 FEET; THENCE SOUTH 1°26'47" WEST, 60.00 FEET; THENCE SOUTH 43°33'19" EAST, 60.00 FEET; THENCE SOUTH 46°26'41" WEST, 60.00 FEET; THENCE SOUTH 1°26'47" WEST, 160.00 FEET; THENCE SOUTH 88°33'13" EAST, 45.00 FEET; THENCE SOUTH 1°26'46" WEST, 100.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF E TRUMAN ROAD, AS NOW ESTABLISHED; THENCE NORTH 86°49'38" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, 55.02 FEET TO ITS INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF E WINNER ROAD, AS NOW ESTABLISHED; THENCE NORTH 1°26'47" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 488.83 FEET TO THE POINT OF BEGINNING. CONTAINING 11,929 SQUARE FEET OR 0.27 ACRES, MORE OR LESS.

Tract 114:
Temporary Construction Easement 1

ALL THAT PART OF LOT 14, BLOCK 7, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 14; THENCE SOUTH 88°43'47" EAST, ALONG THE NORTH LINE OF SAID LOT 14 5.00 FEET; THENCE SOUTH 1°26'47" WEST, 30.89 FEET; THENCE NORTH 88°33'13" WEST, 5.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF E WINNER ROAD, AS NOW ESTABLISHED; THENCE NORTH 1°26'47" EAST, ALONG SAID EAST RIGHT-OF-WAY LINE, 30.88 FEET TO THE POINT OF BEGINNING. CONTAINING 154 SQUARE FEET OR 0.004 ACRES, MORE OR LESS.

Temporary Construction Easement 2

ALL THAT PART OF LOT 14, BLOCK 7, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 14; THENCE NORTH 1°38'36" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF E WINNER ROAD, AS NOW ESTABLISHED, 29.36 FEET; THENCE SOUTH 88°33'13" EAST, 19.90 FEET; THENCE SOUTH 1°26'47" WEST, 29.30 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 14; THENCE NORTH 88°43'47" WEST, ALONG SAID SOUTH LINE, 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 585 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Tract 115:
Temporary Construction Easement

ALL THAT PART OF LOTS 2, 3, 4 AND 5, BLOCK 6, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE NORTH 88°34'29" WEST, ALONG THE NORTH LINE OF SAID LOT 2, 195.09 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 33°06'50" EAST, 343.90 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF S. ARLINGTON AVENUE, AS NOW ESTABLISHED; THENCE SOUTH 1°26'47" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 31.60 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF E. WINNER ROAD, AS NOW ESTABLISHED; THENCE NORTHWESTERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE LEFT, HAVING AN

INITIAL TANGENT BEARING OF NORTH 28°06'45" WEST, WITH A RADIUS OF 768.35 FEET, A CENTRAL ANGLE OF 5°00'05" AND AN ARC DISTANCE OF 67.07 FEET; THENCE NORTH 33°06'50" WEST, CONTINUING ALONG SAID EASTERLY, RIGHT-OF-WAY LINE, 313.27 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2; THENCE SOUTH 88°34'29" EAST, ALONG SAID NORTH LINE, 18.21 FEET TO THE POINT OF BEGINNING. CONTAINING 5,458 SQUARE FEET OR 0.13 ACRES, MORE OR LESS.

Tract 121:
Temporary Construction Easement

ALL THAT PART OF LOT 17, BLOCK 3, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 17 AND THE EASTERLY RIGHT-OF-WAY LINE OF E WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 18°59'12" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 58.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE SOUTH 88°34'51" EAST, 32.01 FEET; THENCE SOUTH 18°59'12" EAST, 20.00 FEET; THENCE SOUTH 71°00'48" WEST, 29.85 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, ON A CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 19°49'05" WEST, WITH A RADIUS OF 1,393.02 FEET, A CENTRAL ANGLE OF 0°49'53" AND AN ARC DISTANCE OF 20.21 FEET; THENCE NORTH 18°59'12" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 10.95 FEET TO THE POINT OF BEGINNING. CONTAINING 766 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

Tract 122:
Temporary Construction Easement

ALL THAT PART OF LOT 17, BLOCK 3, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 17 AND THE EASTERLY RIGHT-OF-WAY LINE OF E WINNER ROAD, AS NOW ESTABLISHED; THENCE SOUTH 18°59'12" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 54.84 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE NORTH 71°00'48" EAST, 30.00 FEET; THENCE SOUTH 18°59'12" EAST, 15.00 FEET; THENCE NORTH 88°34'51" WEST, 32.01 FEET TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE; THENCE NORTH 18°59'12" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 3.84 FEET TO THE POINT OF BEGINNING. CONTAINING 283 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

Tract 126:
Temporary Construction Easement

ALL THAT PART OF LOT 17, BLOCK 7, EVANSTON PARK, A SUBDIVISION OF LAND IN INDEPENDENCE, JACKSON COUNTY, MISSOURI BEING BOUNDED AND DESCRIBED BY OR UNDER THE DIRECT SUPERVISION OF JASON S. ROUDEBUSH, PLS 2002014092 UNDER THE AUTHORITY OF KIMLEY-HORN CLS 2025011669 ON MARCH 24, 2026, AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 17; THENCE NORTH 1°26'47" EAST, ALONG THE WEST LINE OF SAID LOT 17, SAID LINE ALSO BEING THE EAST RIGHT-OF-WAY LINE OF S. ARLINGTON AVENUE, AS NOW ESTABLISHED, 25.06 FEET; THENCE SOUTH 88°33'13" EAST, 20.00 FEET; THENCE SOUTH 1°26'47" WEST, 25.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 17; THENCE NORTH 88°43'47" WEST, ALONG THE SOUTH LINE OF SAID LOT 17, 20.00 FEET TO THE POINT OF BEGINNING. CONTAINING 501 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

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 right-of-way and temporary construction easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such right-of-way and temporary construction 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 right-of-way and temporary construction 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 here by 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 right-of-way and temporary construction easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____DAY OF _____, 2026, 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

Project Location: Winner Road Complete Streets Project (No. 112403)

VICINITY MAP

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-035 **1R** An ordinance granting a permanent underground 10-foot fiber optic cable utility line easement to Unite Private Networks LLC, DBA SERGA, a limited liability company, across the City-owned property located at 14400 Sugar Creek Rd., Sugar Creek, Missouri 64050 (Courtney Bend Water Treatment Plant). **1R**

Recommendations:

Council approval is recommended.

Background:

MoDOT is currently in the process of replacing the M-291 Northbound Missouri Bridge. The existing bridge, built in 1949, currently has a fiber optic utility line owned and operated by SERGA attached to it. Utility attachments of this sort are against current MoDOT policies for new bridge projects. This policy requires SERGA to utilize an alternative path to cross the river.

City staff have been approached by SERGA requesting a permanent easement across the West end of the Courtney Bend Water Plant property. In lieu of payment for this easement, which would have been insignificant, staff have negotiated a redundant service line with LIT 1 GIG service to be provided for the life of the easement, as a backup if the service line at the plant happens to fail.

Emergency Justification:

Fiscal Impact:

No funding is required from the City for this item. The fiscal impact to the City is congruent with the value of LIT 1 GIG data service for the life of the easement.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Serga Fiber Easement Ordinance
2. Segra Easement Agreement for 14400 Sugar Creek Road (v9- southern route service and detailed legal desciption)
3. City of Independence (MO) - S0027783 - 3-20-2026

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A PERMANENT UNDERGROUND 10-FOOT FIBER OPTIC CABLE UTILITY LINE EASEMENT TO UNITE PRIVATE NETWORKS LLC, DBA SERGA, A LIMITED LIABILITY COMPANY, ACROSS THE CITY-OWNED PROPERTY LOCATED AT 14400 SUGAR CREEK RD, SUGAR CREEK, MISSOURI 64050 (COURTNEY BEND WATER TREATMENT PLANT).

WHEREAS, the City of Independence currently owns a tract of land located in the northeast quarter of section 14, township 50 north, range 32 west, in the City of Sugar Creek, Jackson County, Missouri. More commonly known as 14400 E Sugar Creek Rd (Courtney Bend Water Treatment Plant).

WHEREAS, Unite Private Networks LLC, DBA SERGA is relocating existing infrastructure at the request of MoDOT due to a future bridge construction project.

WHEREAS, Unite Private Networks LLC, DBA SERGA, is requesting permanent underground 10 foot fiber optic cable utility easement on the City's property.

WHEREAS, Unite Private Networks LLC, DBA SERGA, has agreed to provide a lit 1 gigabyte service to the property at no cost for the life of the easement.

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

SECTION 1. That the City Council of the City of Independence Missouri does grant a permanent underground 10 foot fiber optic cable utility easement at the property located at 14400 E Sugar Creek Road, Sugar Creek, MO 64050, as described in detail below:

10' WIDE PERMANENT FIBER OPTIC CABLE UTILITY LINE EASEMENT:

A 10.00 FOOT WIDE SEGRA COMMUNICATIONS FIBER OPTIC CABLE UTILITY LINE EASEMENT, LYING 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, WHOSE SIDELINES ARE LENGTHENED OR FORESHORTENED TO TERMINATE AT THEIR RESPECTIVE BOUNDARY LINES, BEING ALL THAT PART OF A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 32 WEST, IN THE CITY OF SUGAR CREEK, JACKSON COUNTY, MISSOURI, BEING DESCRIBED BY PATRICK ETHAN WARD, PROFESSIONAL LICENSE NO. 2005000071 OF OLSSON, INC., ON MARCH 2, 2026, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 02 DEGREES 32 MINUTES 22 SECONDS WEST, ON THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,165.20 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 26.00 FEET TO A POINT; THENCE SOUTH 66 DEGREES 36 MINUTES 22 SECONDS WEST A DISTANCE OF 135.00 FEET TO A POINT; THENCE

SOUTH 62 DEGREES 35 MINUTES 12 SECONDS WEST A DISTANCE OF 52.67 FEET TO A POINT; THENCE SOUTH 77 DEGREES 30 MINUTES 31 SECONDS WEST A DISTANCE OF 63.49 FEET TO A POINT; THENCE SOUTH 82 DEGREES 34 MINUTES 24 SECONDS WEST A DISTANCE OF 449.68 FEET TO A POINT; THENCE SOUTH 82 DEGREES 06 MINUTES 22 SECONDS WEST A DISTANCE OF 169.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE IN A SOUTHWESTERLY DIRECTION, ON A CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS SOUTH 82 DEGREES 27 MINUTES 15 SECONDS WEST, HAVING A RADIUS OF 3,392.53 FEET, THROUGH A CENTRAL ANGLE OF 14 DEGREES 37 MINUTES 05 SECONDS, AN ARC LENGTH OF 865.55 FEET, TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 00 DEGREES 12 MINUTES 43 SECONDS EAST A DISTANCE OF 1,120.89 FEET, TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 28 SECONDS WEST A DISTANCE OF 315.18 FEET TO A POINT; THENCE SOUTH 88 DEGREES 27 MINUTES 48 SECONDS WEST A DISTANCE OF 366.38 FEET TO A POINT OF TERMINATION OF SAID CENTERLINE, SAID POINT BEING SOUTH 79 DEGREES 35 MINUTES 42 SECONDS WEST AND A DISTANCE OF 2,475.97 FEET FROM SAID POINT OF COMMENCING, SAID POINT ALSO BEING NORTH 73 DEGREES 15 MINUTES 41 SECONDS WEST AND A DISTANCE OF 2,489.10 FEET FROM SAID POINT OF BEGINNING, CONTAINING 35,639 SQUARE FEET OR 0.8182 ACRES, MORE OR LESS, SUBJECT TO ANY PART IN ROAD RIGHT-OF-WAY.

SECTION 2. That the City Municipal Services Department is directed to ensure that this General Utility Easement is recorded with the Division of Property Records for the County of Jackson, State of Missouri.

PASSED THIS _____ DAY OF _____, 2026, 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

_____
Director of Finance and Administration
City of Independence, Missouri

TELECOM UNDERGROUND UTILITY EASEMENT

THE STATE OF MISSOURI §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF JACKSON §

THAT THIS EASEMENT AGREEMENT is entered into by the undersigned, **CITY OF INDEPENDENCE,** a "City" with a mailing address of 111 E Maple Avenue, Independence, Missouri 64050 (hereinafter referred to as "GRANTOR"), and **UNITE PRIVATE NETWORKS, LLC, DBA SEGRA**, a limited liability company with a mailing address of 120 W. 12th Street, 11th Floor, Kansas City, Missouri, 64105 (hereinafter referred to as "GRANTEE"), wherein in consideration of GRANTEE's agreement to provide telecommunication services to GRANTOR, at the Property (defined below), GRANTOR does by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto GRANTEE, its affiliates and subsidiaries, and their successors, assignees, lessees, licensees and agents, a permanent underground easement (hereinafter referred to as the "Easement") as described on **EXHIBIT A** and shown on **EXHIBIT B** attached hereto and incorporated herein, across GRANTOR'S tract of land depicted in Jackson County, Missouri, having a real property address of 14400 Sugar Creek Road, Sugar Creek, Missouri 64050 (hereinafter called "the Property").

This Agreement does not constitute a conveyance of the Property, nor of the minerals therein and thereunder, but grants only a non-exclusive Easement subject to the following:

(a) This Easement is granted for the purpose of permitting GRANTEE to construct, operate, maintain, protect, repair, upgrade, replace, and remove such underground communications, data, video and information systems and lines, circuits, and conduits, together with such other appurtenances thereto (collectively, the "Facilities"), as GRANTEE may from time to time require upon, across, over, above, under and within the Easement.

(b) GRANTOR further grants to GRANTEE the following incidental rights and powers: the right of pedestrian and vehicular ingress to and egress from said Easement utilizing reasonable routes across the Property, including, but not limited to, the right to use existing and future roads, parking lots, entrances and exits and all other paved areas of the Property; and the right

to clear and keep cleared trees, brush, and all other obstructions from the surface and subsurface of said Easement.

(c) GRANTOR, its successors and assigns, will have the right to use the surface of the Easement herein granted insofar as such use does not, in the reasonable judgment of the GRANTEE, impair, interfere with or obstruct the use of the Easement by GRANTEE, or its successors and assigns. Furthermore, GRANTOR retains the right to allow third-parties to use the area within the EASEMENT for underground and above-ground utilities and may grant easements to such third-parties in the same area as the Easement.

(d) During the period of installation, removal or replacement of the Facilities by GRANTEE within the Easement herein granted, GRANTEE will have the right to use as temporary construction easements so much of the surface of the Property as may be reasonably necessary for GRANTEE'S construction, installation, removal or replacement of said Facilities. Following the initial installation of GRANTEE'S Facilities, and also after any later activities by GRANTEE which affect the Property, GRANTEE will promptly restore the grounds affected thereby to as nearly as practicable the same condition that existed prior to such activity.

(e) The Easement granted hereby is subject to all valid and subsisting oil, gas, sulfur, and mineral leases, unitization agreements, deeds, easements, rights-of-way, restrictive covenants, mineral and royalty grants and reservations, or other instruments now of record which affect the Easement.

(f) GRANTOR warrants that it is the owner of the Property occupied by the Easement herein granted, and that GRANTOR has the right to make this conveyance and receive the consideration therefor. Such consideration shall continue for the duration of the Easement. GRANTOR covenants that GRANTEE may quietly enjoy the Easement for the uses herein stated.

(g) GRANTEE hereby agrees to indemnify and defend and to save and hold harmless the GRANTOR from and against any and all claims, demands, or causes of action of whatever nature, asserted by others which are caused by or arise in any manner out of acts or omissions of GRANTEE, its employees, or any other persons acting under its control, in the use and occupancy of the Easement herein granted.

(h) GRANTEE represents and warrants that any drilling fluids used in the installation of its line shall meet the NSF 61 certification requirements.

(i) GRANTEE shall be responsible for ensuring compliance with all applicable rules and regulations relating to its project, including but not limited to those of the United States Army Corps of Engineers and the Missouri Department of Natural Resources.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto belonging, unto GRANTEE, its successors and assigns, forever, and GRANTOR, does hereby bind its self, and its assigns, to warrant and forever defend all and singular the Easement unto GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof when such claim is by, through or under GRANTOR but not otherwise.

SIGNED AND EXECUTED this _____ day of _____ 2026.

GRANTOR:

By: CITY OF INDEPENDENCE

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF MISSOURI §
§
COUNTY OF JACKSON §

This instrument was acknowledged before me on the _____ day of _____ 2026, by _____, _____ for the City of Independence, a Missouri municipality, on behalf of said authority.

_____
NOTARY PUBLIC IN AND FOR SAID COUNTY

SIGNED AND EXECUTED this _____ day of _____ 2026.

GRANTEE:

By: UNITE PRIVATE NETWORKS, LLC

By: _____

Name: Charlene White

Title: Asst G.C. and VP Real Estate, M&A

ACKNOWLEDGMENT

THE STATE OF MISSOURI §
§
COUNTY OF JACKSON §

This instrument was acknowledged before me on the _____ day of _____ 2026, by Charlene White, VP Real Estate of Unite Private Networks, LLC on behalf of said company.

_____
NOTARY PUBLIC IN AND FOR SAID COUNTY

EXHIBIT A

FILE NO. 024-00009
TRACT NO. 1
SEGRA/UPN-38 - COMMUNICATIONS FIBER OPTIC CABLE UTILITY LINE EASEMENT
COURTNEY BEND WATER TREATMENT PLANT
PROJECT NO. 41296
MARCH 2, 2026 REVISED MARCH 10, 2026

10' WIDE PERMANENT FIBER OPTIC CABLE UTILITY LINE EASEMENT:

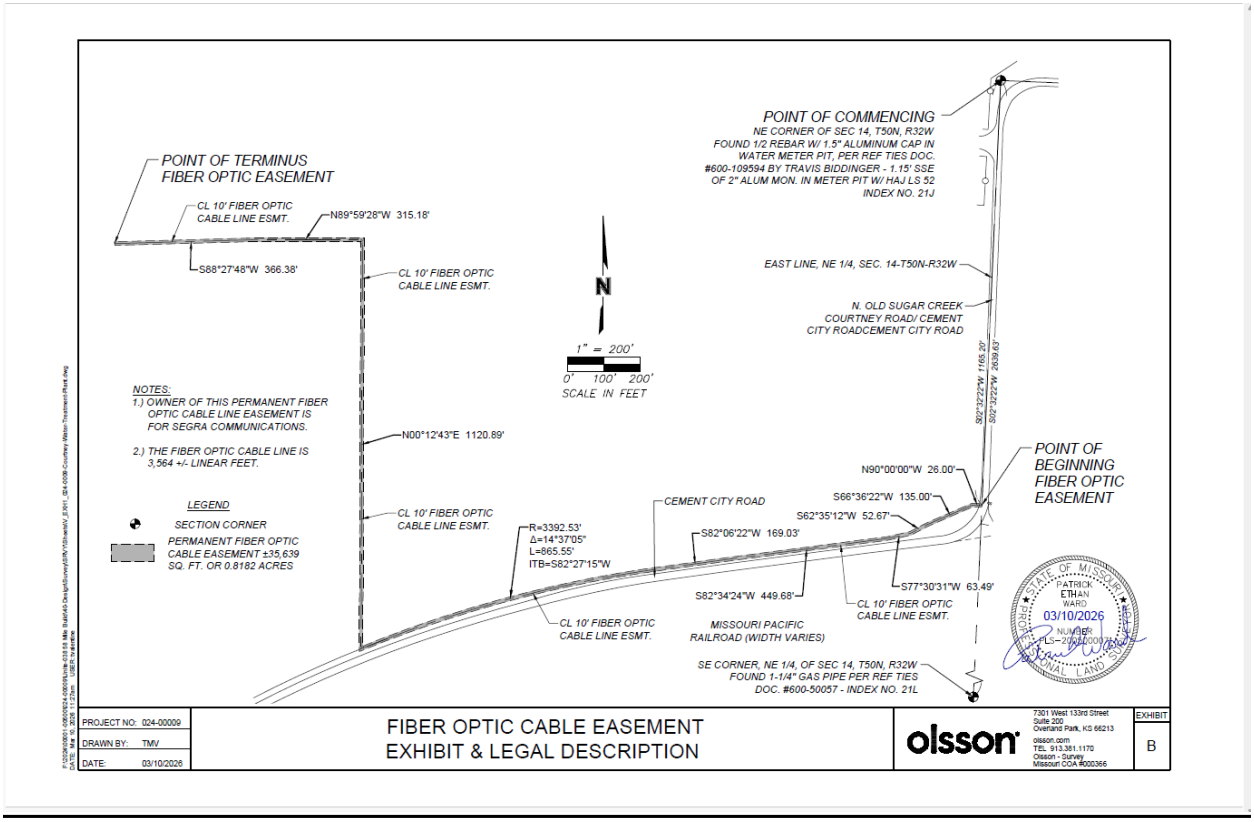
A 10.00 FOOT WIDE SEGRA COMMUNICATIONS FIBER OPTIC CABLE UTILITY LINE EASEMENT, LYING 5.00 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE, WHOSE SIDELINES ARE LENGTHENED OR FORESHORTENED TO TERMINATE AT THEIR RESPECTIVE BOUNDARY LINES, BEING ALL THAT PART OF A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 50 NORTH, RANGE 32 WEST, IN THE CITY OF SUGAR CREEK, JACKSON COUNTY, MISSOURI, BEING DESCRIBED BY PATRICK ETHAN WARD, PROFESSIONAL LICENSE NO. 2005000071 OF OLSSON, INC., ON MARCH 2, 2026, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 02 DEGREES 32 MINUTES 22 SECONDS WEST, ON THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 1,165.20 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 26.00 FEET TO A POINT; THENCE SOUTH 66 DEGREES 36 MINUTES 22 SECONDS WEST A DISTANCE OF 135.00 FEET TO A POINT; THENCE SOUTH 62 DEGREES 35 MINUTES 12 SECONDS WEST A DISTANCE OF 52.67 FEET TO A POINT; THENCE SOUTH 77 DEGREES 30 MINUTES 31 SECONDS WEST A DISTANCE OF 63.49 FEET TO A POINT; THENCE SOUTH 82 DEGREES 34 MINUTES 24 SECONDS WEST A DISTANCE OF 449.68 FEET TO A POINT; THENCE SOUTH 82 DEGREES 06 MINUTES 22 SECONDS WEST A DISTANCE OF 169.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE IN A SOUTHWESTERLY DIRECTION, ON A CURVE TO THE LEFT WHOSE INITIAL TANGENT BEARS SOUTH 82 DEGREES 27 MINUTES 15 SECONDS WEST, HAVING A RADIUS OF 3,392.53 FEET, THROUGH A CENTRAL ANGLE OF 14 DEGREES 37 MINUTES 05 SECONDS, AN ARC LENGTH OF 865.55 FEET, TO A POINT ON A NON-TANGENT LINE; THENCE NORTH 00 DEGREES 12 MINUTES 43 SECONDS EAST A DISTANCE OF 1,120.89 FEET, TO A POINT; THENCE NORTH 89 DEGREES 59 MINUTES 28 SECONDS WEST A DISTANCE OF 315.18 FEET TO A POINT; THENCE SOUTH 88 DEGREES 27 MINUTES 48 SECONDS WEST A DISTANCE OF 366.38 FEET TO A POINT OF TERMINATION OF SAID CENTERLINE, SAID POINT BEING SOUTH 79 DEGREES 35 MINUTES 42 SECONDS WEST AND A DISTANCE OF 2,475.97 FEET FROM SAID POINT OF COMMENCING, SAID POINT ALSO BEING NORTH 73 DEGREES 15 MINUTES 41 SECONDS WEST AND A DISTANCE OF 2,489.10 FEET FROM SAID POINT OF BEGINNING, CONTAINING 35,639 SQUARE FEET OR 0.8182 ACRES, MORE OR LESS, SUBJECT TO ANY PART IN ROAD RIGHT-OF-WAY.

(AS DEPICTED ON EXHIBIT "B", ATTACHED AND INCORPORATED HEREIN.)

OLSSON INC.
7301 WEST 133RD STREET, SUITE 300
OVERLAND PARK, KANSAS 66213
(913) 381-1170

EXHIBIT B
EASEMENT DRAWING



SEGRA

SERVICE ORDER #S0027783

Contact Information			
LMK Communications, LLC; Lumos Networks 2, LLC; Lumos Networks of West Virginia, LLC; South Carolina Telecommunications Group Holdings, LLC; Unite Private Networks, LLC; Unite Private Networks-Illinois, LLC; and/or their corporate affiliates, all doing business as Segra ("Segra")		**City of Independence ("Customer")**	
COMPANY CONTACT:	Jeremy Buck	**CUSTOMER CONTACT:** Jeremy Loveland	
EMAIL:	Jeremy.buck@segrafiber.com	**EMAIL:**	jloveland@indepmo.org
NOTICE ADDRESS:	Segra 120 W 12th St., Fl. 11 Kansas City, MO 64105 Attn: Legal Department	**NOTICE ADDRESS:**	City of Independence 111 E Maple Ave. Independence, MO 64050

This Service Order includes and incorporates by reference the Terms and Conditions applying to Services and any Exhibits attached hereto (collectively, the "Terms and Conditions"). Customer and Segra agree to be bound by the Terms and Conditions.

Segra:	**Customer:**
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Service Type and Term	
Order Type:	New
Contract ID Number(s):	S0027783
Service Type(s):	Dedicated Internet Access (DIA)
Initial Service Order Term:	240 months

Services & Pricing Schedule

Type	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
New	Circuit 1: 1 Gbps DIA	240 months	$ 0.00	$ 0.00
	/30 IPv4 Addresses (one useable)		$ 0.00	$ 0.00
		Total =	**$ 0.00**	**$ 0.00**

Circuit 1

Location A		Location Z	
Site Name:	Segra IP Core POP	**Address:**	3008 Cement City Rd, Sugar Creek, MO 64050
Site Contact:	Segra NOC – (866) 963-4237		
Point of Demarcation:	Existing Segra Demarc	**Point of Demarcation:**	Extended Demarc to Customer Data Rack

Acknowledgements: Customer acknowledges and agrees that the Lit Services ("Service(s)") provided to Customer in this Service Order will not be accessible to Customer other than at the Location A and Z Points of Demarcation listed above. Notwithstanding the preceding, Internet or BIA Services shall only be accessible at the Location Z Point of Demarcation listed above. Segra shall have the option to terminate this Service Order without liability if Segra determines that providing the Services to Customer will be commercially unreasonable for Segra.

Consideration: Segra's performance and execution of this Service Order is contingent upon Customer granting that certain Telecom Underground Utility Easement at or near 14400 Sugar Creek Road, Sugar Creek, Missouri 64050, executed on or about the same date of this Agreement (the "Easement"). The Easement Consideration shall be for the life of the Easement.

IP Addresses: Customer shall receive the IPv4 Addresses specified at the Circuit Location Z point of demarcation specified above. Customer understands that one (1) of the useable IPv4 Addresses in each IPv4 block allocation may need to be reserved, leaving one (1) fewer useable IPv4 Address for Customer.

Term: The term of this Service Order shall commence upon the first date following completion of installation of all Services described herein and continue for the term delineated above ("Initial Service Order Term"). Thereafter, this Service Order shall expire unless renewed or extended by an amendment or other writing signed by both Parties.

Points of Demarcation: Unless otherwise specified herein, the point of demarcation at each service location shall be the minimum point of entry ("MPOE"). The MPOE is the point at which Segra's cable enters the building. In the event Customer requires a point of demarcation extension, additional costs may apply. Customer shall be responsible for all cross connects.

Revised 3/16/2026

Exhibit A
General Terms and Conditions
Revised 3/16/2026

1. Service Orders. Services provided under these General Terms and Conditions ("General Terms and Conditions") will be memorialized in Service Order(s) (each a "Service Order") executed by and between the Parties. Upon the full execution and acceptance of a Service Order, Segra agrees to provide to Customer, and Customer agrees to receive from Segra, certain lit fiber-based services(s) using certain telecommunications equipment (the "Services"). Each Service Order shall, if applicable, identify the (i) Point(s) of Demarcation (as defined in Section 4); (ii) Service type; (iii) Initial Service Order Term; (iv) monthly recurring charges ("MRC"); (v) non-recurring charges ("NRC"); (vi) bandwidth, if applicable; and (vii) Customer and Segra contact information.

2. Installation. Segra shall issue a Service Commencement Letter (as "Service Commencement Letter" is hereinafter defined) upon installation of a Service. If Customer believes the Services have not been installed in accordance with the Service Order, Customer must provide a written rejection of the Services including a written description reasonably detailing failure of the Service to Segra within three (3) business days of Segra issuing the associated Service Commencement Letter. Segra shall then retest the Service and issue another Service Commencement Letter. This process shall continue until the Service meets industry standards. Failure to properly reject a Service within the prescribed period shall be deemed Customer's acceptance of the Service. Notwithstanding the preceding or anything to the contrary in these Terms and Conditions, in the event Segra is unable to complete installation of a Service due to Customer's failure to complete any applicable tasks necessary to allow Segra to complete installation of the Service, (i) Segra shall have the option to cancel the applicable Service as of the thirtieth (30^{th}) day after Segra provides written notice to Customer that Segra is unable to proceed further due solely to Customer's delay, and (ii) Customer shall be responsible for Early Termination Liability in accordance with the Early Termination Section below. For clarity, Customer's inability to accept a Service shall not constitute a valid reason for rejection. A "Service Commencement Letter" means the written communication sent from Segra to Customer informing Customer that the Services have been installed and are available for Customer's use.

3. Payment Terms; Disputed Invoices.

   3.1. Payment Terms. Customer shall pay all undisputed charges by ACH, check, or wire transfer of immediately available funds to the account designated by Segra, unless otherwise agreed to by the Parties. All undisputed charges shall be paid by Customer within thirty (30) calendar days following the issuance of an invoice from Segra. Any undisputed portion of an invoice not paid by the applicable due date shall be overdue and Customer shall incur a fee of 1.5% per month, or the maximum amount permitted by law, until the undisputed portions of the invoice are paid in full. Unless otherwise stated in the Service Order, beginning after the Initial Service Order Term, all MRC shall be subject to an annual increase equal to the greater of (i) five percent (5%) or (ii) the cumulative increase in the U.S. Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by United States Department of Labor, Bureau of Labor Statistics for the preceding 12-month period. All MRC shall be invoiced in advance on the first day of each month. If the Service Order Term commences on a day other than the first day of the month, Customer shall be invoiced on the first day of the following month and the first invoice shall include the pro-rated amount of the prior month's MRC in addition to the current month's MRC. By way of example only, if Customer's service begins on September 20, Customer will receive its first invoice on October 1 and this invoice will include a full month's MRC for October in addition to the pro-rated ten (10) days' MRC for September. Unless otherwise stated in the Service Order, any applicable NRC may be invoiced any time after the full execution of this Service Order.

   3.2. Disputed Invoices. In the event Customer disputes any portion of an invoice, Customer must pay the undisputed portion of the invoice by the due date and submit a written claim reasonably documenting all reasons for disputing the remaining amount, including but not limited to: (i) the items on the invoice in dispute; (ii) the nature of the dispute; (iii) if applicable, documentation of the Customer filing a trouble ticket report with Segra's Network Operations Center ("NOC"); and (iv) any other relevant information reasonably requested by Segra concerning the disputed Services. Unless a claim is submitted in this manner and received by Segra within thirty (30) days from the date the invoice is issued, Customer waives all rights to dispute such charges unless otherwise provided by law. Customer shall have no right to offset payments under this Agreement or any related Service Order(s).

4. Points of Demarcation, Building Access, Space, and Power.

   4.1. Points of Demarcation. "Point(s) of Demarcation" means the physical point where Segra's obligation to bring and terminate the Services ends. Segra shall only be responsible for implementation of facilities and maintenance activities related to the Services up to the applicable Point of Demarcation.

   4.2. Building Access, Space, and Power. Customer agrees that it will (i) procure all necessary building entrance rights, private easements, and other property rights between the public right-of-way and the Point of Demarcation ("Access Rights") for Segra to have access and permission to enter the locations noted on the applicable Service Order, and (ii) provide Segra sufficient space ("Space") and power ("Power") on the premises to support the Services at no cost to Segra. Customer understands that any delay in receiving the Access Rights, Space, and/or Power may cause an installation delay. Customer shall be responsible for all costs incurred by Segra related to the Access Rights, Space, and Power, including but not limited to charges imposed on Segra by the property owner or its designee. In the event Customer is: (i) unwilling or unable to pay for such charges related to Access Rights, or (ii) unable to procure Access Rights for Segra, Segra shall have the option to cancel the applicable Service Order and Customer shall be responsible for payment of Early Termination Liability pursuant to the Early Termination Section below

5. Equipment Protection and Notice of Damage. Customer shall not and shall not allow any facility, equipment, software, hardware, system, or material that is owned, leased, or otherwise operated or maintained by Segra, including (i) any supporting devices used in conjunction with a Service or related Segra network facilities, or (ii) conduit and fiber needed to support the Services ("Segra Equipment") to be rearranged, tampered with, moved, removed, disconnected, altered, maintained, interfered with, or repaired without Segra's prior written consent. Customer is responsible for providing and maintaining at no charge to Segra an appropriate operating environment consistent with generally accepted industry standards for any Segra Equipment on any premises where Segra Equipment is being used to provide Services to Customer. Customer shall promptly notify Segra of any matters pertaining to any damage or impending damage to or loss of the use of Segra Equipment, Services, or Segra's network that could reasonably be expected to adversely affect Segra's Equipment or Services.

   5.1. Risk of Loss. Customer shall bear the risk of loss through theft or casualty of any facilities or equipment owned or controlled by it or its customers regardless of the location of said facilities or equipment. Customer will bear all risk of loss of, theft of, casualty to, or damage to any provided Segra Equipment from the time it is delivered until the time it is returned to Segra in accordance with these Terms and Conditions.

   5.2. Return of Segra Equipment. Segra shall have ninety (90) days after the termination or expiration of a Service Order or other applicable agreement, whichever is later, to remove any Segra Equipment from a service location, and Customer agrees that Customer shall cooperate with Segra to coordinate retrieval and removal of Segra Equipment.

   5.3. Reimbursement for Not-At-Fault Trouble Tickets. In the event a Trouble Ticket initiated by Customer is determined to be caused by Customer's acts or omissions, or if such Trouble Ticket results in a "No Trouble Found" determination (each such instance, an "Erroneous Trouble Ticket"), Customer shall reimburse Segra for any actual costs for the dispatch for the Erroneous Trouble Ticket within thirty (30) days' of issuance of Segra's invoice for the same.

6. Internet Data Flow and Warranties. Customer acknowledges and agrees that because the flow of data to or from and through the Internet is dependent upon the performance of services provided or controlled by third parties, Segra cannot guarantee uninterrupted Service for Internet access and use, and Segra warrants that it will use commercially reasonable efforts to remedy impairment or disruption of Customer's access to the Internet through Segra's Equipment, provided however, that any such interruption or impairment is directly attributable to Segra's Equipment. Customer also acknowledges and agrees that the actual transmission speeds for Internet transmissions delivered by Segra may vary from the transmission speeds otherwise expected by Customer based on such factors as the length and gauge of the line servicing Customer, and other operational characteristics of facilities used by Segra and/or Customer. SEGRA DISCLAIMS ALL WARRANTIES, EXCEPT FOR THE WARRANTY TO USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY IMPAIRMENT, EITHER EXPRESSED, IMPLIED, OR BY OPERATION OF LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR INTERNET SERVICE.

7. Ownership and Encumbrances. Customer acknowledges and agrees that it has no title to any fiber, facilities, equipment, or materials provided by Segra and shall not in any way encumber the Services, cable, or any property that is the subject of or related to a Service Order.

8. Term. These Terms and Conditions shall apply immediately upon the full execution of this Service Order between Segra and Customer and shall continue in effect so long as there is an active and related Service in effect that is governed by these Terms and Conditions.

9. Upgrades, Changes, Additions, and Porting.

9.1. Changes. These Terms and Conditions specifically contemplate the possibility of Customer adding to or changing Services. Customer acknowledges that changes to the Services may involve changes to MRC or NRC. Unless otherwise agreed upon, changes and additions to the Services will not impact the applicable Service Order Term.

9.2. Portability. Subject to fiber availability and Segra's sole discretion, Customer shall have the option to port the Services to a new location and Segra shall waive any applicable early termination charges so long as:

(i) the new, ported location is "On-Net," meaning Segra will incur no construction or related costs to provide service to the new, ported location;
(ii) Customer and Segra enter into a replacement Service Order for a term equal to or greater than the term remaining on the Service Order being replaced;
(iii) the replacement Service Order contains the same or greater monthly recurring charges as the Service Order being replaced; and
(iv) Customer pays a non-recurring charge to cover any construction, splicing, or other costs related to the replacement Service Order, including any fees waived by Segra at the time of the initial Service Order, if applicable.

Any changes, including ported services, must be memorialized in an amendment, statement of understanding, Service Order, or other document signed by both Parties.

10. Early Termination. In the event that Segra cancels or terminates a Service or Service Order for Customer Default (as "Customer Default" is defined herein) or Customer cancels or terminates any Service or Service Order for any reason other than Segra Default (as "Segra Default" is defined in Section 13.2) ("Early Termination"), (i) Segra may immediately stop work without further notice; (ii) Customer shall not be entitled to a refund of any prior consideration paid; and (iii) Customer shall pay an early termination fee to Segra which shall be equal to (i) 100% of the remaining monthly recurring charges plus (ii) any waived or otherwise unpaid NRC or special construction charges, plus (iii) any fees payable to third parties and attributable to the terminated services, (together, the "Early Termination Liability" or "ETL"). ETL shall be due and payable within thirty (30) days after issuance of an invoice for the same . The Parties agree that ETL is a reasonable estimate of liquidated damages and not a penalty. For clarity, this Early Termination Section shall apply to termination of any Service, including Voice Services.

11. Relocation Procedures. If Segra (i) determines in its reasonable business judgment, or (ii) is required by a third party with applicable legal authority, to relocate all or any portion of the facilities, materials, or equipment used to furnish Services to Customer, Segra may provide Customer notice of any such relocation. If the relocation is necessitated solely by Segra, Segra shall be responsible for the cost of such relocation. If the relocation is necessitated by Customer, Customer shall be responsible for the cost of such relocation. If the relocation is necessitated by a third party with legal authority, Customer shall pay its Proportionate Share of the costs upon written notice from Segra. "Proportionate Share" means a reasonable amount determined by Segra in good faith.

12. Termination for Lack of Rights. Segra may terminate any affected Service without liability to Customer if: (i) Segra's applicable franchise authority is cancelled or terminated; (ii) Segra is prohibited from furnishing the Services by regulation, statute, court order, or ruling by any other federal, state or local governmental authority; or (iii) Segra's pole attachment, conduit use, or other necessary rights are terminated or become subject to such restrictions or conditions that continuation of the applicable Service is impracticable or prohibited.

13. Default and Cure.

13.1. Customer Default. Customer shall be in default ("Customer Default") under these Terms and Conditions and/or a Service Order in the event of any of the following:

13.1.1. Customer fails to make a payment of any undisputed amount required under a Service Order and such failure continues for more than seven (7) days after Customer receives written notice of such failure from Segra; or
13.1.2. Customer fails to comply with any material obligation, agreement, term, or provision contained in these Terms and Conditions or on a Service Order not contemplated under subsection 13.1.1 above and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Segra; or
13.1.3. Customer's use of a Service violates any law or causes Segra to violate any law; or
13.1.4. Customer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition;
13.1.5. Customer becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such petition or proceeding is not dismissed within thirty (30) days of filing; or
13.1.6. Customer's use of the Services would cause a forfeiture of the rights of Segra to occupy the property where such Services or other Segra facilities are located; or
13.1.7. Customer or Customer's end-user's equipment, or anyone acting on Customer's behalf, interferes with the operational integrity of Segra's fiber, equipment, or network. In the event of such interference, Segra may immediately suspend the Service(s) and/or take any steps necessary to remedy the interference.

13.2. Segra Default. Segra shall be in default ("Segra Default") in the event Segra fails to comply with any material obligation, agreement, term, or provision of these Terms and Conditions and such failure continues for more than thirty (30) days after receipt of written notice of such failure from Customer; provided however, that if such default cannot reasonably be cured within thirty (30) days and if Segra is proceeding promptly and with due diligence in curing the default, the cure period shall be automatically extended as may be necessary.

Any event of default may be waived at the non-defaulting Party's option. Upon the failure of a Party to cure a default after notice thereof from the other Party and expiration of the above cure periods, the non-defaulting Party may, subject to these Terms and Conditions, terminate the affected Service and/or pursue any remedies it may have under applicable law or principles of equity relating to such default. Notwithstanding the foregoing, default by one Party with respect to a Service shall not be deemed to be a default with respect to another Service.

14. Indemnification. Customer shall indemnify, defend, and hold harmless Segra, its directors, officers, employees, members, partners, trustees, representatives, agents, affiliates, or parent companies from and against all costs, liabilities, losses, and expenses (including reasonable attorney's fees) resulting from any third party claim, demand, suit, action, judgment, loss, or proceeding brought against Segra for (a) personal injury, including death; (b) damage to any personal or real property; (c) any unauthorized use of Segra facilities; (d) violation of an intellectual property right arising directly or indirectly from the negligence or intentional acts or omissions of Customer or its representatives or agents; (e) any misrepresentations regarding (i) Customer's name listed in this Service Order, and (ii) the authorized signer of this Service Order; or (f) any breach of Segra's Acceptable Use Policy (a link to which is included below). Customer represents and warrants that (i) the Customer name listed in this Service Order is a legally valid and existing business in the state in which Services are provided, and (ii) the person who signs this Service Order has proper authority to bind Customer to this Service Order and the terms and conditions contained herein.

15. Limitation of Liability. IN NO EVENT SHALL SEGRA OR ANY OF ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, PARTNERS, TRUSTEES, REPRESENTATIVES, AGENTS, AFFILIATES, OR PARENT COMPANIES BE LIABLE FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, THE COST OF REPLACEMENT SERVICES, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, RELIANCE, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

16. Taxes and Fees. In the event Segra is assessed taxes, charges, or fees (hereinafter "Taxes") related to a Service being provided to Customer, Segra shall bill such Taxes to Customer in the manner and for the amount permitted by law. Taxes include, but are not limited to, federal, state or local sales, gross receipts, occupation, franchise, governmental assessments, regulatory charges, state and federal USF charges, excise, or other similar charges or fees that may be levied or imposed. Segra shall not bill to or otherwise attempt to collect from Customer any tax with respect to which Customer has provided Segra with a valid exemption certificate. Segra will charge a cost recovery fee of five percent (5%) of the total monthly recurring charges and nonrecurring charges for an applicable Service related to locates of facilities, right-of-way fees, or other costs associated with delivering the Services herein. For clarity, Taxes shall not include taxes on Segra's income.

17. Notice. All notices and communications concerning or relating to Services shall be in writing and addressed to Segra using the contact information listed below, and to Customer at the Notice Address set out on the first page this Service Order. If Customer's notice address information is not listed herein, the notice address shall be any address listed in a Service Order. Any notice or communication required or permitted to be given hereunder shall be in writing and may be delivered by hand, deposited with a nationally recognized overnight courier, sent by confirmed electronic mail, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving Party or to such other address as either Party may notify the other in writing from time to time. Such notice will be deemed to have been given as of the date given by hand or electronic confirmation, the second day after deposit with a nationally recognized overnight courier, or five (5) business days after it was mailed.

If to Segra:

Segra
Attn: Legal Department
120 W 12th St., Fl. 11
Kansas City, MO 64105
With a copy to: SegraLegal@SegraFiber.com

18. Splicing. In order to maintain the integrity of Segra's cable and network, Segra or a contractor operating under Segra's direction shall perform all splicing related to the Services. Any splicing not anticipated or accounted for at the time an applicable Service Order is executed ("Additional Splicing") shall be performed by Segra and Customer shall be responsible for the actual cost of splicing which shall include, but not be limited to, all necessary hardware, permitting, engineering, and installation labor. If Customer desires future expansion at splice points other than at the Points of Demarcation listed in a Service Order, then Customer must request such future expansion from Segra. Segra will grant requests in its sole discretion.

19. Scheduled Maintenance and Emergency Maintenance. Segra will conduct periodic maintenance of its network and Equipment ("Scheduled Maintenance"). Scheduled Maintenance of Segra's network will not normally result in a Service interruption or outage. However, in the event Scheduled Maintenance should require a Service interruption, Segra will exercise commercially reasonable efforts to perform routine maintenance between the hours of 12:00 AM and 6:00 AM, local time, to minimize any potential disruptive impact. Segra shall provide Customer with at least two (2) days' notice for non-emergency Scheduled Maintenance to be performed on Segra's network if Segra determines in its discretion that such maintenance may have a substantial likelihood of affecting the Services. If Segra's planned activity is canceled or delayed, Segra shall promptly notify Customer. Notwithstanding the preceding, Segra may perform maintenance at any time for purposes such as restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions that could affect the Services or Segra's network ("Emergency Maintenance").

20. Force Majeure. Segra shall not be in default with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by acts of nature, fire, wars, revolution, civil commotion, acts of public enemy, pandemic, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, damage to fiber or facilities caused by a third party, delays caused by the inaction of utilities, pole owners, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items or any other circumstances beyond the reasonable control and not involving any fault or negligence of Segra (each, a "Force Majeure Event"). If a Force Majeure Event occurs, Segra shall be excused from performance under the applicable Service Order on a day-to-day basis during the continuance of such Force Majeure Event.

21. Assignment. Customer may not assign or otherwise transfer a Service, Service Order, or its rights or obligations without the prior written consent of Segra. Any attempted assignment in contravention of this provision shall be null and void. Segra may at any time, without consent but on written notice to the other Party, assign its rights and obligations under a Service Order, and these Terms and Conditions to (i) any Affiliate (as "Affiliate" is hereinafter defined), or (ii) a person, firm, corporation, partnership, association, trust or other entity which purchases all or substantially all of its assets used to deliver the Services whether via merger, sale, stock purchase, or other similar equity arrangement. Any assignment shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Segra shall have the right at any time, without the prior consent of Customer, to mortgage, pledge, or grant a security interest in Service Orders or any of Segra's system in connection with any borrowing or financing activity of Segra. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this section, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

22. Confidentiality.

22.1. Confidential Information. For the purposes hereof, "Confidential Information" shall include any and all information that Segra holds as confidential or proprietary, including, without limitation, (i) all technical information, including, without limitation, product data and specifications, know-how, formulae, software, source codes and other software information, processes, inventions, research projects, derivative works, and product development; (ii) all business information of or relating to Segra, including, without limitation, accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, equipment designs, clients, personnel, know-how, data and material used or licensed by Segra, including computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (iii) Segra employee or customer information; (iv) Segra's confidential information disclosed to the other by third parties; (v) rates, terms, or other information relating to Services, and (vi) any information which a reasonable person would deem to be confidential. Customer shall not disclose any of Segra's Confidential Information to any third party or use any of Segra's Confidential Information for any purpose other than in connection with the receipt of Services hereunder. Customer will not use Segra's name or the name(s) of any Segra product(s) or service(s) publicly without Segra's prior written consent. Segra's Confidential Information shall remain its property and shall be either returned to Segra or destroyed promptly upon the termination of a Service Order or applicable Service. If Confidential Information is destroyed, Customer must certify to the destruction. Customer shall not appropriate Confidential Information for its benefit or the benefit of any third party.

23. Obligation to Disclose. Customer will promptly notify Segra if Customer receives a demand from a third party for Confidential Information and Customer shall not disclose the same to such third party without the prior written consent of Segra, except as required by law. If Customer believes that it is legally required to disclose any of the Discloser's Confidential Information, Customer will not disclose such Confidential Information until Customer has notified Segra and Segra shall be entitled to seek a protective order or other appropriate remedy. In the event that Customer is required by law to disclose any Confidential Information, Customer will furnish only the portion of the Confidential Information that is legally required and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that the Confidential Information will be treated as confidential upon terms substantially the same as contained herein.

24. Miscellaneous.

24.1. Negotiated Agreement. These Terms and Conditions and any related Service Order have been fully negotiated between and jointly drafted by Segra and Customer.
24.2. Product Discontinuance. Segra shall have the right to terminate a Service Order or Service in its sole discretion upon ninety (90) days' prior notice to Customer if Segra elects to discontinue and no longer offer a given Service.
24.3. Document Precedence. In the event of a conflict between the provisions of these Terms and Conditions and any related Service Order, the provisions of the applicable Service Order shall prevail.
24.4. No Third-Party Beneficiary. It is agreed that no person or entity other than the Parties to this Agreement is or shall be entitled to bring any action to enforce any provision of this Agreement; and that the covenants, undertakings, and agreements contained herein shall be solely for the benefit of, and shall be enforceable only by, the Parties or their respective successors and permitted assigns.
24.5. Limited Effect of Waiver. Any waiver or failure to enforce a provision of these Terms and Conditions or any Service Order shall not be construed as a general waiver or relinquishment of the provision.
24.6. Governing Law. All terms shall be construed in accordance with the laws of the state of Missouri, without reference to its conflict of law provision. The obligations, rights, and remedies of the Parties hereunder shall be determined in accordance with such laws.
24.7. Exclusive Jurisdiction. Any suit, action, or proceeding seeking to enforce any provision or based on any matter arising out of or in connection with these Terms and Conditions must be brought in the courts of Jackson County, Missouri. Each of the Parties hereby consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action, or proceeding and irrevocably waives any objection which it may now or hereafter have. Without limiting the foregoing, each Party agrees that service of process in accordance with Section 17 shall be deemed effective service of process on such Party.
24.8. Severability. Except as otherwise provided in this Agreement, Services provided by Segra set forth in each Service Order are severable, and upon termination of any individual Service with respect to any Service Order, other Services shall continue unaffected. Similarly, if any part or provision of this Agreement or provision of any Service Order or other document or writing made pursuant to this Agreement shall be held invalid or unenforceable under applicable law, said part or provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts or provisions of this Agreement. Furthermore, the Parties hereby agree to negotiate in good faith with respect to any such invalid or unenforceable provision to the extent necessary to render the Agreement valid and enforceable.
24.9. Integration. This document constitutes the entire and final agreement and understanding between Segra and Customer with respect to the subject matter hereof and may be supplemented with additional provisions as listed or described within a Service Order.

24.10. Amendment. These Terms and Conditions and any Service Order may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of Segra and Customer.

24.11. Acceptable Use and Privacy Policy. Customer represents and warrants that it shall comply with all relevant laws pertaining to the Services and Customer's use thereof. Customer further represents and warrants that at all times Customer shall conform its use of the Service to the Segra Acceptable Use Policy and the Segra Privacy Policy, current copies of which are available at https://www.segra.com/legal/.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-036 **1R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) for the property located at 710 S. Hawthorne Avenue. **1R**

Recommendations:

Commissioner Nesbitt made a motion to recommend approval to rezone 710 S. Hawthorne Avenue from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential). A second was made by Commissioner O'Neill. The Independence Planning Commission voted as follows:
Commissioner Nesbitt – Yes
Commissioner Ferguson – Yes
Commissioner Ashbaugh – Yes
Commissioner O'Neill – Yes
Commissioner Torres – Yes
Commissioner Young – Yes
Commissioner Wiley – Yes

The motion passed, and such application is forwarded to the City Council for its consideration. Staff recommends approval of this application.

Background:

A request by Maxim Popoff to rezone the property located at 710 S. Hawthorne Avenue from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

PROPERTY'S HISTORY:

The property included in this application for rezoning was platted as the Evanston Park addition in 1885. The early twentieth-century home sits on Lots 21 and 22 of Block One, Evanston Park. This area was annexed by the City of Independence in 1961.

At the time Independence adopted its Zoning District Map in 1965, 710 S. Hawthorne Avenue was zoned R-4 (High-Density Residential). The city adopted its Unified Development Ordinance (UDO) in 2009, and the R-4 (High Density Residential) zoning district was converted to R-30/PUD (High-Density Residential/Planned Unit Development).

PROPOSAL:

Maxim Popoff seeks to rezone 710 S. Hawthorne Avenue from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential) to allow for the rehabilitation of a nonconforming single-family residence. This down zoning will conform with the property's historic use, and with the existing land use and character of the adjacent

neighborhood.

PHYSICAL CHARACTERISTICS OF THE PROPERTY:
The applicant's home on the 6,970-square foot property is an early twentieth century, 623-square foot, story-and-a-half bungalow with white wood siding. The house is currently vacant, therefore having lost its legal nonconforming status. The property's single-car, gravel driveway has not been maintained and has lost its legal nonconforming status. It must be paved. The driveway leads to what is now a dilapidated two-car garage.

CHARACTERISTICS OF THE AREA:
The homes in the area around 710 S. Hawthorne Avenue are similar pre-World War II-era structures: mostly bungalows. Area lot sizes vary in size. There are multiple-family buildings nearby along US 24 Highway and some duplexes among the homes in the neighborhood to the south. The residential street lacks improvements like curbs or sidewalks.

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 single-family residential in use.

Comprehensive Plan Tools and Policies for the Current Designation:
Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of historic properties."

Construction of this neighborhood predominantly took place in the early twentieth century. Rezoning this property helps retain the character of the neighborhood by aligning the home's zoning with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:
The residence is in the Downtown Redevelopment Area and 24 Highway Plan areas. The property's use conforms with these plans as well.

Zoning:
The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, etc.). Currently, the property is zoned R-30/PUD (High Density Residential/Planned Unit Development) zoning classification which allows for two-family and multiple-family dwellings and various other uses (group homes, schools, churches, government facilities, cemeteries, home-based daycare, etc.).

Driveway and Access:
The single-family home has an existing, long, single-car-wide, nonconforming driveway (leading to a dilapidated two-car garage).

Public Utilities:
All utilities are already in place.

Floodplain/Stream Buffer:
There are no federal flood plains or city designated stream buffers in the area of the rezoning.

Public Improvements:
No public improvements will be required.

CIP Investments:
There are no CIP Investments planned for this area at this time.

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

1. **Conformance of the requested zoning with the Comprehensive Plan.**

The Comprehensive Plan envisions Residential Neighborhood uses for the area. Staff concurs that R-6 residential zoning is appropriate given the existing neighborhood pattern.

2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**

The proposed use is in conformance with the envisioned residential uses within the Downtown Development Area and 24 Highway Plan area plans.

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 properties with single-family homes to the south and 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 character of the area's existing housing stock.

5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.

The R-30/PUD zoning is not compatible with the existing housing stock and uses along S. Hawthorne Avenue.

6. **The length of time the subject property has remained vacant as zoned.**

The property has been vacant for more than six months.

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 the rezoning is denied, the property owner cannot restore the structure. Future buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this property would reduce nonconformity, in accordance with City Code ***Article 8, Chapter 14****.*

Draft Planning Commission minutes are attached.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Draft Ordinance 26-100-03
2. Rezoning Staff Report 26-100-03
3. Applicant Narrative_Redacted
4. Application_Redacted
5. Property Owner Notification
6. Notification Addresses
7. Notification Area Map
8. Affidavit
9. Aerial Photograph
10. Comprehensive Plan
11. Zoning Map
12. Planning Commission Meeting Minutes 03.24.26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONING FROM DISTRICT R-30/PUD (HIGH DENSITY RESIDENTIAL/PLANNED UNIT DEVELOPMENT) TO DISTRICT R-6 (SINGLE-FAMILY RESIDENTIAL) FOR THE PROPERTY LOCATED AT 710 S. HAWTHORNE AVENUE.

WHEREAS, a request by Maxim Popoff to rezone the property located at 710 S. Hawthorne Avenue from District R-30/PUD (High Density Residential/Planned Unit Development) to District-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 March 24, 2026, 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, after due public notice in the manner prescribed by law, the City Council held a public hearing and rendered approval for the Rezoning of the said property; and,

WHEREAS, no legal protests were signed, acknowledged, and presented for the application.

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

SECTION 1. That the following legally described property is hereby rezoned from District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) and shall be subject to the regulations of said district:

EVANSTON PARK --- PT LOTS 21 & 22 BLK 1 DAF: BEG 25' W OF NE COR LOT 21 TH S 10' TH W 134' TH N 50' TH E 134' TH S TO POB

SECTION 2. Nonseverability. All provisions of this ordinance are so essentially, and inseparable connected with, and so dependent upon, each other that no such provision would be enacted without all others. If a court of competent jurisdiction enters a final judgement on the merits that is not subject to appeal and that declares any provision or part of this ordinance void,

unconstitutional, or unenforceable, then this ordinance, in its collective entirety, is invalid and shall have no legal effect as of the date of such judgement.

SECTION 3. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this ordinance, as determined by the City Clerk and City Counselor, may be corrected with the endorsement of the City Manager without the need to come before City Council.

SECTION 4. That failure to comply with all the provisions contained in this ordinance shall constitute violations of both this ordinance and Chapter 14, the Unified Development Ordinance, of the Code of the City of Independence, Missouri.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Planning Commission
Staff Report

MEETING DATE: March 24, 2026 **STAFF:** Brian L. Harker, Planner

PROJECT NAME: Hawthorne Avenue Rezoning

CASE NUMBER/REQUEST: **Case 26-100-03 – Rezoning – 710 S. Hawthorne Avenue –** A request to rezone the property from R-30/PUD (High-Density Residential Density/Planned Unit Development) to R-6 (Single-Family Residential).

APPLICANT/OWNER: Maxim Popoff – Byme Hawthorne House

APPLICANT/OWNER ADDRESS: 6515 Stadium Drive., KCMO 64129

PROPERTY ADDRESS: 710 S. Hawthorne Avenue

SURROUNDING ZONINGS/LAND USES:

North: R-30/PUD…single-family residence
South: R-30/PUD and R-12 (Two-family Residential)…single-family residence
East: R-30/PUD and R-12 (Two-Family Residential)…single-family residence
West: R-30/PUD…single-family residence

PUBLIC NOTICE:

- Letters to property owners – March 4, 2026
- Public Notice published in the Independence Examiner – March 7, 2026
- Sign posted on property – March 5, 2026

FURTHER ACTION:

Following action by the Planning Commission, this rezoning request is scheduled for first reading by the City Council on March 24, 2026 and the public hearing/second reading on May 4, 2026.

RECOMMENDATION

Staff recommends **APPROVAL** of this rezoning request.

PROJECT DESCRIPTION & BACKGROUND INFORMATION

PROJECT DESCRIPTION: A request by Maxim Popoff to rezone the property located at 710 S. Hawthorne Avenue from R-30/PUD (High=Density Residential/Planned Unit Development) and R-6 (Single-Family Residential).

Current Zoning:	R-30/PUD (High Density Residential/Planned Unit Development)	**Proposed Zoning:**	R-6 (Single-Family Residential)

Current Use: Single-family residence
Continued Use: Single-family residence

Zoning History:
The property included in this application for rezoning was platted as the Evanston Park addition in the 1885. The early twentieth-century home sits on Lots 21 and 22 of Block One, Evanston Park. This area was annexed by the City of Independence in 1961.

At the time Independence adopted its Zoning District Map in 1965, 710 S. Hawthorne Avenue was zoned R-4 (High-Density Residential). The city adopted its Unified Development Ordinance (UDO) in 2009, and the R-4 (High-Density Residential) zoning district was converted to R-30/PUD (High-Density Residential/Planned Unit Development).

Proposal:
Maxim Popoff seeks to rezone 710 S. Hawthorne Avenue from R-30/PUD (High-Density Residential/Planned Unit Development) to R-6 (Single-Family Residential) to allow for the rehabilitation of a nonconforming single-family residence. This downzoning will conform with the property's historic use, and with the existing land use and character of the adjacent neighborhood.

Physical Characteristics of Property:
The applicant's home on the 6,970-square foot property is an early twentieth century, 623-square foot, story-and-a-half bungalow with white wood siding. The house is currently vacant, therefore having lost its legal nonconforming status. The property's single car wide, gravel driveway has not been maintained and has lost its legal nonconforming status. It must be paved. The driveway leads to what is now a dilapidated two-car garage.

Characteristics of the Area:
The homes in the area around 710 S. Hawthorne Avenue are similar pre-World War II era structures: mostly bungalows. Area lot sizes vary in size. There are multiple-family buildings nearby along US 24 Highway and some duplexes among the homes the neighborhood to the south. The residential street lacks improvements like curbs or sidewalks.

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 single-family residential in use.

Comprehensive Plan Tools and Policies for the Current Designation:
Imagine Independence Comprehensive Plan 2040 envisions the area to be designated for Residential Neighborhoods. The Tools and Policies to promote community identity state the need to, "Support the preservation and protection of historic properties."

Construction of this neighborhood predominantly took place in the early twentieth century. Rezoning this property helps retain the character of the neighborhood by aligning the home's zoning with their current use. This rezoning supports the preservation and protection of this neighborhood.

Sub-Area Plans:
The residence is in the Downtown Redevelopment Area and 24 Highway plan areas. The property's use conforms with these plans as well.

Zoning:
The proposed R-6 (Single-Family Residential) zoning classification allows for single-family dwellings and various other uses (schools, churches, government facilities, cemeteries, home-based daycare, etc.). Currently, the property is zoned R-30/PUD (High-Density Residential/Planned Unit Development) zoning classification allows for two-family and multiple-family dwellings and various other uses (group homes, schools, churches, government facilities, cemeteries, home-based daycare, etc.).

Driveway and Access:
The single-family home has an existing, long, but nonconforming gravel single-car wide driveway (leading to a dilapidated two-car garage).

Public Utilities:
All utilities are already in place.

Floodplain/Stream Buffer:
There are no federal flood plains or city designated stream buffers in the area of the rezoning.

Public Improvements:
No public improvements will be required.

CIP Investments:
There are no CIP Investments planned for this area at this time.

REVIEW CRITERIA

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

1. **Conformance of the requested zoning with the Comprehensive Plan.**
   The Comprehensive Plan envisions Residential Neighborhood uses for the area. Staff concurs that R-6 residential zoning is appropriate given the existing neighborhood pattern.
2. **Conformance of the requested zoning with any adopted neighborhood or sub-area plans in which the property is located or abuts.**
   The proposed use is in conformance with the envisioned residential uses within the Downtown Development Area and 24 Highway Plan area plans.
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 properties with single-family homes to the south and 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 character of the area's existing housing stock.
5. **The suitability of the subject property for the uses to which it has been restricted under the existing zoning regulations**.
   The R-30/PUD zoning is not compatible with the existing housing stock and uses along S. Hawthorne Avenue.

6. **The length of time the subject property has remained vacant as zoned.**
   The property has been vacant for more than six months.
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 the rezoning is denied, the property owner cannot restore the structure. Future buyers may have trouble obtaining mortgages and making improvements. In addition, rezoning this property would reduce nonconformity, in accordance with City Code ***Article 8, Chapter 14****.*

EXHIBITS

1. Cover Letter
2. Application
3. Notification Letter
4. Address List
5. Notification Area Map
6. Affidavit
7. Aerial Photograph
8. Comprehensive Plan Map
9. Zoning Map

Date: 02.02.2026
Applicant Information: Maxim Popoff, Popoff Construction, 6515 Stadium Dr, Kansas Cty, MO, 64129

Re: Rezoning Application for 710 S Hawthorne Ave, Independence, MO, 64053

About The Property:
Legal Description: EVANSTON PARK --- PT LOTS 21 & 22 BLK 1 DAF: BEG 25' W OF NE COR LOT 21 TH S 10' TH W 134' TH N 50' TH E 134' TH S TO POB

Parcel #: 27-210-11-32-00-0-00-000

Owner's Information: Brendan Byrne, 2 Golden Ridge Road, Santa Fe, NM 87505 - [redacted]

Plans:
The property is currently zoned as a multifamily property and has been zoned as such since sometime in the 1960s. My intent is to rezone this property to a single family property, renovate the property, and make it the primary residence for my family. The home on the lot is in very repairable shape, and once rezoned renovations on the property to restore it to a livable condition will begin.

Reasons for Rezoning Application:
Application for rezoning is intended to restore this property to a single family zoned parcel, which would allow me to proceed with renovations and removal of otherwise unsafe structures from the property.

INDEPENDENCE
• MISSOURI •

Planning and Zoning
Application Form

Community Development
111 E. Maple Avenue
Independence, MO 64050
(816) 325-7421
cdplanning@indepmo.org

Application Type (check all that apply)

Land Use	Land Subdivision	Site Development	Use Permit	Other
☒ Rezoning ☐ PUD Rezoning	☐ Preliminary Plat ☐ Final Plat ☐ Minor Subdivision	☐ Final Site Plan ☐ Preliminary Dev Plan ☐ Final Dev Plan (PUD)	☐ Special Use ☐ Homebased Business ☐ Short-Term Rental	☐ Admin. Adjustment ☐ Variance ☐ Street Name Change ☐ Special Sign Permit

Project Information and Location

Byrne Hawthorne House
Project Name

710 S Hawthorne Ave. Independence MO
Project Address/Location

Sq. Ft. of Building	Acreage	Number of Lots/Tracts	Steam Buffer (Yes or No)
800	.14	1	NO

Existing Zoning	Proposed Zoning	Existing Land Use	Proposed Land Use
Multi Family	Singlefamily	-	-

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

☒ Completed & Signed Application Form	☐ One 24" x 36" set of plans for Land Sub. & Site Dev.
☐ Application Fee	☐ One PDF copy of a plat map or site plan
☒ Cover Letter Describing Details of Project	☒ Legal Description of the property in question

Contact Information

Applicant

Maxim Popoft
Name

Company

6515 Stadium Drive KCMO 64129
Address

[redacted]

Owner

Brendan Byrne
Name

Company

2 Golden Ridge Rd. Santa Fe, NM 87505
Address

Architect/Engineer/Surveyor/Other: _____

Name

Company

Address

Phone

Email

Architect/Engineer/Surveyor/Other: _____

Name

Company

Address

Phone

Email

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

Applicant's Signature — 2-2-26 Date

Brendan Byrne — 2-2-26
Owner's Signature Date

Property Owner Notification Letter

City of Independence, Missouri

Date: 03/04/2026 Case No. 26-100-03

Dear Property Owner:
This letter is to notify you that an application has been submitted for consideration by the Planning Commission and City Council. A full public hearing will be held by the Planning Commission and the City Council will consider new information on the dates and times below.

Proposed Case Type (Check One):

☒ Rezoning ☐ Rezoning/PUD ☐ Special Use Permit

☐ Preliminary Development Plan

Proposed project description: Current house on property got zoned multifamily in the 1960s and now we are required to rezone the existing single family home from "multi family" to single family to be allowed to do any repair

Applicant: Maxim Popoff

Location of Property: 710 S Hawthorne Ave Independence MO 64053

Planning Commission Meeting Date: March 24, 2026, at 6:00 p.m.

Location of public hearing: Room 149 – Santa Fe, Independence Municipal Commons
20201 E. Jackson Drive, Independence, Missouri, 64057

City Council Meeting Date: _____, 20____, at 6:00 p.m.

Location of public hearing: _____

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.

Verified by pdfFiller 03/09/2026

Applicant (or Owner/Agent)

For more information, contact the Community Development Department at 816-325-7421.

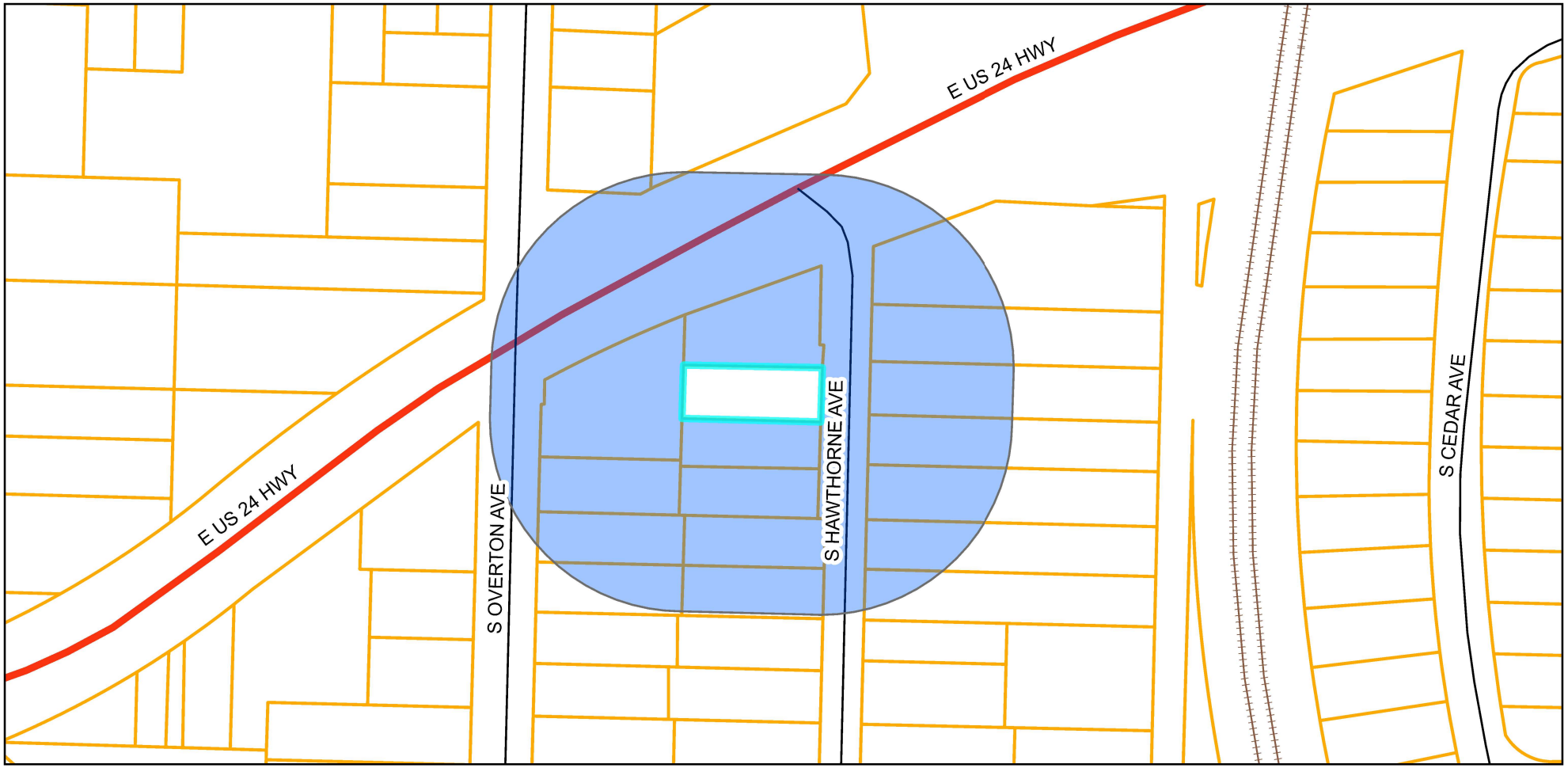
Property Address	Property Owner	Owner Address	City	State	ZIP Code
611 S OVERTON AVE	HARDING CAPITAL HOLDINGS LLC	31828 W 172ND ST	GARDNER	KS	66030
700 S HAWTHORNE AVE UNIT A	ASCENSION PROPERTIES LLC	700 S HAWTHORNE AVE	INDEPENDENCE	MO	64053
701 S HAWTHORNE AVE	DHARMONYLIFE LLC	701 S HAWTHORN AVE	INDEPENDENCE	MO	64053
705 S HAWTHORNE AVE	SPECIALIZED TRUST COMPANY CUSTODIAN	310 NE BRIDGE PL	BLUE SPRINGS	MO	64014
705 S OVERTON AVE UNIT 1	WILLOW CREST LLC	30042 MISSION BLVD STE 121-358	HAYWARD	CA	94544
707 S OVERTON AVE	KHLEANG SOCHETRA	707 OVERTON AVE	INDEPENDENCE	MO	64053
709 S OVERTON AVE	HAWKINS SYDNEY N	709 S OVERTON AVE	INDEPENDENCE	MO	64053
710 S HAWTHORNE AVE	BYRNE BRENDAN	2 GOLDEN RIDGE RD	SANTA FE	NM	87505
711 S HAWTHORNE AVE	PRODIGY ENTERPRISES LLC	711 S HAWTHORNE AVE	INDEPENDENCE	MO	64053
711 S OVERTON AVE	PEDRINO MISTI	711 S OVERTON AVE	INDEPENDENCE	MO	64053
714 S HAWTHORNE AVE	JTP PROPERTIES LLC	20905 E 181ST	PLEASANT HILL	MO	64080
717 S HAWTHORNE AVE	AAA ENTERPRISE LLC	2907 NE VIEWPARK PL	LEES SUMMIT	MO	64086
718 S HAWTHORNE AVE	SIMS DELBERT & KRANER KATHY	718 S HAWTHORNE AVE	INDEPENDENCE	MO	64053
719 S HAWTHORNE AVE	GMF INVESTMENTS, LLC	800 NW 39TH ST	BLUE SPRINGS	MO	64015
722 S HAWTHORNE AVE	NEXT-GEN PROPERTY MANAGEMENT LLC	1203 E US 24 HWY	INDEPENDENCE	MO	64050
723 S HAWTHORNE AVE	EVANS OTHELLO N	PO BOX 90	INDEPENDENCE	MO	64051
726 S HAWTHORNE AVE	BLESSEDINVESTMENTS 2025 LLC	726 S HAWTHORNE AVE	INDEPENDENCE	MO	64053
727 S HAWTHORNE AVE	ANDERSON LARRY E & DEBORAH D	727 S HAWTHORNE	INDEPENDENCE	MO	64053
9827 E INDEPENDENCE AVE	CAVANESS HOLDINGS LLC	PO BOX 870	OAK GROVE	MO	64075

INDEPENDENCE
COMMUNITY DEVELOPMENT

Notification Area Map

710 S Hawthorne Ave

Case #26-100-03



Legend

Notification Area

Parcels

0 125 250 500 US Feet

Prepared For: Planning Commission
Meeting Date: March 24, 2026

N

Appendix C - Property Owner Notification Affidavit

STATE OF MISSOURI

COUNTY OF JACKSON

Case No. 26-100-03

I, Maxim Popoff 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 3rd day of March 2026

Signature of Agent/Owner or Attorney

Subscribed and sworn to before me this 13th day of March 2026

Robert Shapiro
Notary Public

ROBERT SHAPIRO
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 16730566
My Commission Expires 07-22-2029

July 22, 2029
Commission Expiration Date

AERIAL PHOTOGRAPH

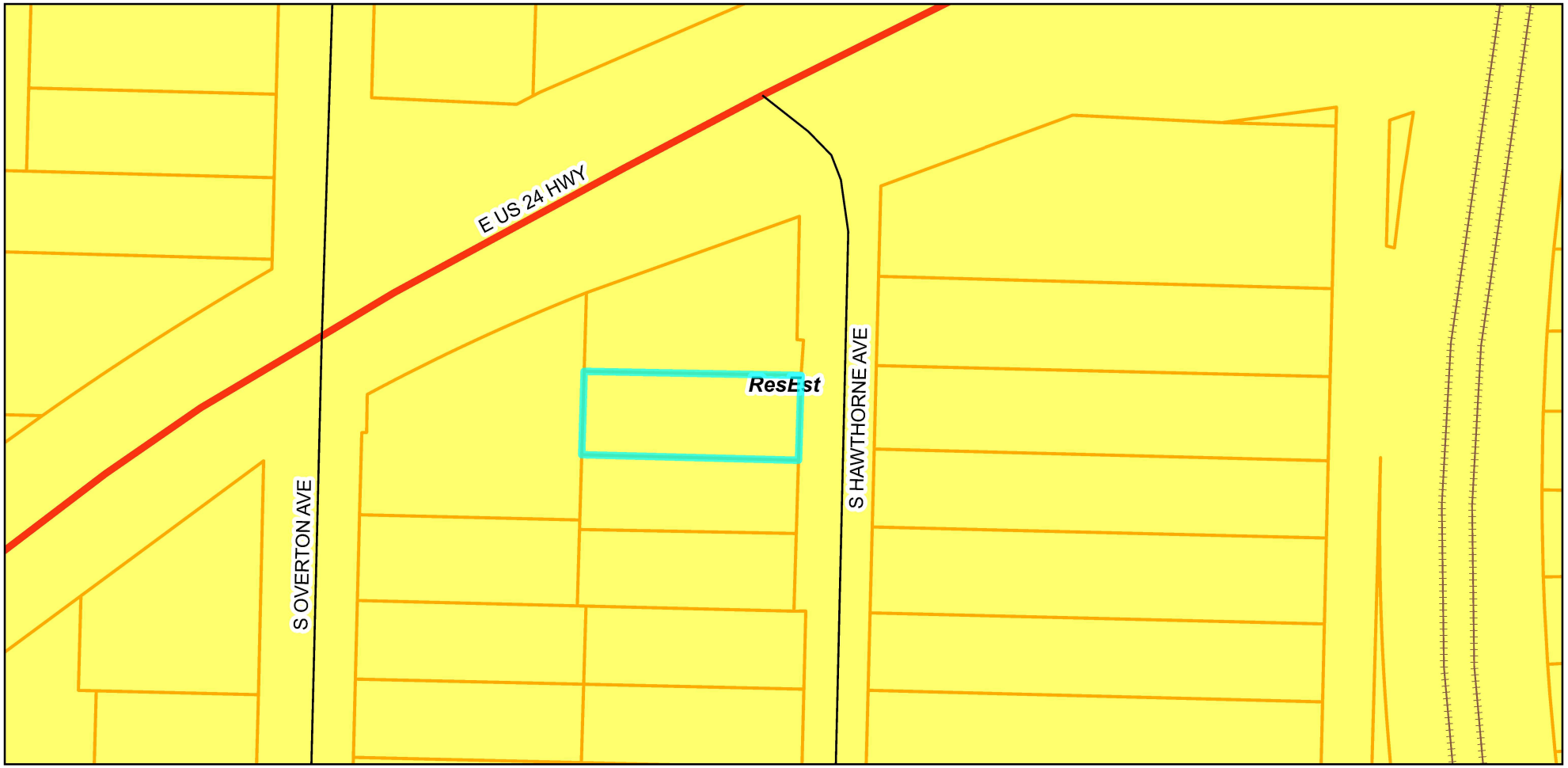
710 S. Hawthorne Avenue

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Comprehensive Plan

710 S Hawthorne Ave

Case #26-100-03



Legend

Parcels

Comprehensive Plan

Residential Neighborhoods

0 125 250 500 US Feet

Prepared For: Planning Commission
Meeting Date: March 24, 2026

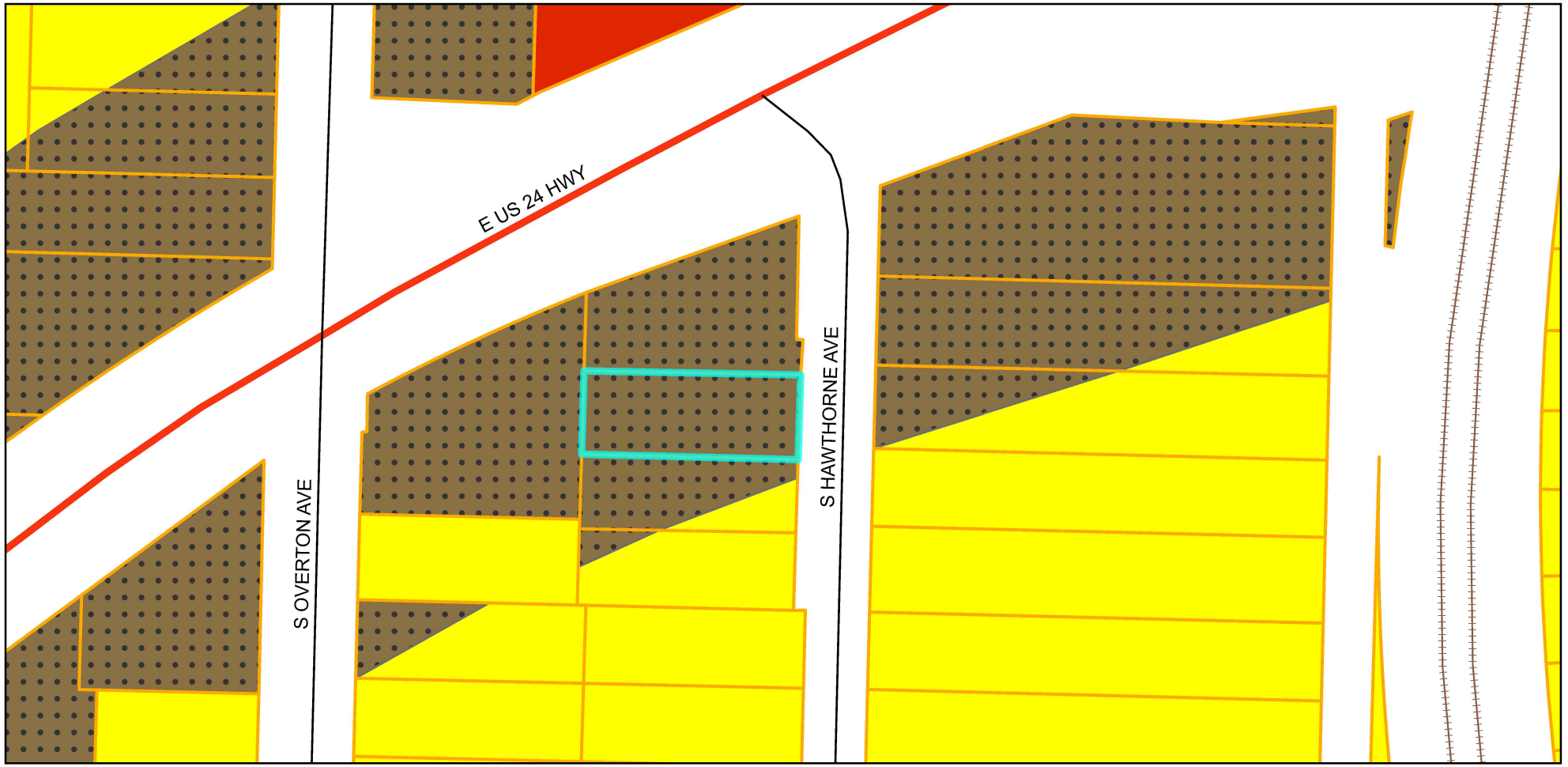
N

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Zoning Map

710 S Hawthorne Ave

Case #26-100-03



Legend

Parcels

Zoning District

C-2

R-12

R-30/PUD

0 125 250 500 US Feet

Prepared For: Planning Commission
Meeting Date: March 24, 2026

N

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

Planning Commission Minutes

March 24, 2026 6:00 PM

20201 E Jackson Drive – Room 149 – Santa Fe

CALL TO ORDER

A meeting of the Planning Commission was held at 6:00 PM on 3/24/2026, in the 20201 E Jackson Drive Room 149 - Santa Fe Conference Room, Independence, MO 64057. 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.

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.

1. **Planning Commission Minutes – March 10, 2026**

PUBLIC HEARINGS

1. **Case 26-100-03 – Rezoning – 710 S. Hawthorne Avenue** – A request to rezone the property from R-30/PUD (High Density Residential/Planned Unit Development) to R-6 (Single-Family Residential).

Staff Presentation
Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Applicant Comments
Applicant not present.

Public Comments
No public comments.

Commissioner Comments
Commissioner Nesbitt expressed concern regarding the limited timeframe available to complete the work prior to the property proceeding to demolition. Rick Arroyo noted that established processes and procedures must be followed before any demolition can occur. Mr. Harker confirmed that the applicant has been properly notified of these requirements.

Motion
Commissioner Dan O'Neill made a motion to approve the case. Commissioner Michael Young seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

OTHER BUSINESS

1. **Case 26-400-02 – Short-Term Rental – 3701 S. Scott Avenue** – A request to operate a Short-Term Rental at the property.

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
Shawn Foster, 3909 S. Phelps Rd, stated that the property had a history of high crime prior to his purchase and subsequent renovation. Mr. Foster expressed his intent to operate a high-quality Short-Term Rental at this location. He also noted that he owns and manages another Short-Term Rental property that has operated successfully without complaints or issues.

Public Comments

No public comments.

Commissioner Comments
Commissioner Nesbitt inquired about the potential for future expansion of parking to better accommodate guests. The applicant stated that, due to the involvement of additional partners in the property, he could not confirm whether the driveway would be expanded. Chairwoman Wiley requested that staff clarify the applicable parking regulations. Mr. Glaser explained that the dimensions of Mr. Foster's property are sufficient to accommodate two vehicles on-site, with an additional vehicle permitted on the street. Chairwoman Wiley confirmed with Mr. Glaser that the current parking arrangement complies with applicable regulations.

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. **Case 26-400-16 – Short-Term Rental – 2880 S. Vermont Avenue** – A request to operate a Short-Term Rental at the property.

Staff Presentation
Brian Harker presented the case. Mr. Harker presented the Commission with a vicinity map, noting the area and surrounding zoning. He presented the Commission with an aerial map indicating the project area and explained the surrounding land uses. Mr. Harker reviewed the conditions of approval.

Applicant Comments
Daniel Robison, 1631 Berry Ct, stated that he and his father have renovated the property in preparation for use as a short-term rental and look forward to offering it for occupancy. He noted that while this will be his first short-term rental, he has experience managing multiple long-term rental properties in neighboring cities.

Public Comments
No public comments.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Virginia Ferguson seconded the motion. The motion was approved Yes 7, No 0, Abstained 0.

3. **Case 26-400-19 – Short-Term Rental – 17101 E Berry Ln** – A request to operate a Short-Term Rental at the property.

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

Isabella Bare, 19315 Holke Rd, identified herself as the responsible agent for the short-term rental alongside the applicant, Joseph O'Loughlin, 3601 S. Marshall Dr. Mr. O'Loughlin stated that their goal is to create a welcoming environment for guests to enjoy the city, noting their commitment to maintaining and supporting the surrounding neighborhood. Ms. Bare and Mr. O'Loughlin indicated that they reside within minutes of the property and are able to respond to guest needs in a timely manner. They also noted that substantial renovations have been completed to bring the property to a high standard and that they operate other successful short-term rentals in neighboring cities.

Commissioner Ashbaugh inquired about the front stairs, referencing a 2024 image. Ms. Bare and Mr. O'Loughlin confirmed that stairs are currently in place but did not specify when they were installed.

Public Comments

Jon Skoch, 2809 S. Baker Rd., expressed opposition to the use of the property as a short-term rental, stating that the neighborhood has historically been quiet and free of issues during his two years of ownership, until short-term rental activity began within the past month. Mr. Glaser addressed comments regarding the property being rented prior to Planning Commission approval, noting that such activity constitutes a code violation.

Mr. Skoch described two specific incidents. On March 6, 2026, he reported a large party at the property involving approximately 25–30 vehicles impacting surrounding homes. A second incident on March 14, 2026, involved guests with two dogs that exited the property and approached a pedestrian riding a bicycle. Mr. Skoch expressed concern for the safety of his family and neighbors and noted that existing long-term rental properties in the area have not created similar issues.

Jackie Davis, 2700 Baker Rd., stated that she regularly walks her dogs in the neighborhood and has observed multiple occupants and varying vehicles at the property. She also expressed concern regarding the applicants' awareness of construction and renovation activities at the site. Ms. Davis indicated that she moved to the neighborhood seeking stability after leaving a community that had transitioned to short-term rentals, and she does not want a similar change in her current neighborhood. While she expressed acceptance of long-term rentals, she stated opposition to short-term rentals in the area.

Ms. Bare and Mr. O'Loughlin responded to the concerns raised. Mr. O'Loughlin stated that the property has the potential to contribute positively to the neighborhood. Ms. Bare acknowledged concerns regarding the rental of the property prior to approval and stated that additional measures have since been implemented, including security cameras, noise monitoring devices, and motion sensors. She also addressed the reported party, stating that the guests were reported to Airbnb and subsequently removed from the platform for violating property rules. Ms. Bare reiterated their intent to operate the property in a manner that maintains a quiet and respectful

environment for the neighborhood.

Commissioner Comments

Chairwoman Wiley inquired about the applicants' outreach to neighboring residents. Mr. O'Loughlin stated that he provided surrounding neighbors with his contact information, along with an apology letter, to address any potential concerns. Ms. Bare added that a strict parking policy will be implemented.

Commissioner Nesbitt asked how long the property had been operating as a short-term rental. Mr. O'Loughlin stated that rentals began in the last week of February 2026 as an initial trial period. He further indicated his understanding that short-term rental restrictions would be lifted in approximately two months. When asked whether they were aware that a permit was required prior to renting, Ms. Bare stated that she had not been informed of this requirement by staff.

Mr. O'Loughlin issued an apology to staff, the Commissioners, and Chairwoman Wiley for not following the required permit application process.

Chairwoman Wiley asked staff to explain the standard process for short-term rental applications. Mr. Glaser stated that applicants are required to obtain a business license, which includes Planning Commission approval.

Mr. Glaser also addressed the issue of the property being rented prior to approval. He explained that, during the application review process, staff examines police reports associated with the property. An application was submitted on February 4 through a third-party portal used by operators. At that time, staff reviewed available records and found no indication of rental activity or related police reports. Staff was therefore unaware that the property was being rented at the time of application and had not received any reports indicating occupancy by renters.

Commissioner Ashbaugh asked Mr. Skoch whether he had contacted the police regarding the incidents on March 6 and March 14. Mr. Skoch stated that he had not, as he was uncertain whether it was appropriate, and instead chose to observe whether the applicants would address the issues. He added that he would contact the police if similar incidents occur in the future. Ms. Bare stated that, following the departure of the guests, she inspected the property and found that the noise monitoring device had been tampered with; she indicated that the equipment has since been updated.

Commissioner Ashbaugh asked staff whether repeated incidents, such as parties, could result in revocation if the short-term rental were approved. Rick Arroyo responded that staff could initiate revocation proceedings if two or more complaints are received within a three-month period, or if violations occur that endanger public safety, health, or welfare. In such cases, the matter would be brought before the Planning Commission for consideration of revocation.

Commissioner Ashbaugh also asked whether the applicants could reapply if the request were denied. Mr. Arroyo confirmed that reapplication would be permitted.

Motion
Commissioner Edward Nesbitt made a motion to approve the case. Commissioner Dan O'Neill seconded the motion. The motion was rejected Yes 3, No 4, Abstained 0.

4. **Case 26-400-20 – Short-Term Rental – 3307 S. Crysler Avenue** – A request to operate a Short-Term Rental at the property.

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
Heidi Lopez-Huezo, 1600 NW 38th St, Kansas City, stated that this is the first property she and her fiancé have undertaken. Ms. Lopez-Huezo indicated that she is readily available by phone at all times and is committed to complying with all applicable city codes and operating ordinances. She added that she has long been interested in operating a short-term rental alongside long-term rental properties.

Public Comments
No public comments.

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.

ROUNDTABLE - NEXT MEETING APRIL 14, 2026

ADJOURNMENT

The meeting was adjourned at 7:18 p.m.

ARROWHEAD COMMUNITY IMPROVEMENT DISTRICT

FYE 6/30/2027 PROPOSED BUDGET

BUDGET MESSAGES:

The Arrowhead Community Improvement District was established by the City Council of Independence, Missouri on March 21, 2016.

The District's Board of Directors and the owner of the real property that constitutes the District approved a 1.0% CID sales and use tax on June 20, 2017, with the tax becoming effective on October 1, 2017. The first deposit of CID Revenues was received from the Missouri Department of Revenue on December 7, 2017.

		FYE 6/30/2027* (as proposed)
FUNDS AVAILABLE:		
- Cash on Hand (Beginning of Fiscal Year)	$	62,000
ESTIMATED REVENUE:		
- CID Sales Tax (effective October 1, 2017)	$	240,000
- Interest and Other Credits		
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	**$**	**302,000**
ESTIMATED EXPENDITURES:		
- City Admin Fee (1.5%)	$	3,600.00
- Administrative costs (e.g., insurance)	$	1,200.00
- Bank Fees	$	100.00
- Legal & Other Consultant fees	$	3,000.00
- Principal and/or interest in repayment of Developer Advances^	$	280,000.00
TOTAL ESTIMATED EXPENDITURES:	**$**	**287,900.00**
FUNDS AVAILABLE:		
- Cash on Hand End of Fiscal Year	$	14,100

*Estimated values.

^ The terms of the repayment of Developer Advances, including interest thereon, is addressed and governed by that Cooperative Agreement by and between the City, the CID and the Developer.

RMSGATE CID BUDGET

EXPECTED REVENUE
Association Dues $15656.20

EXPECTED EXPENSES

Administrative
Accountant Fees $800.00

Services
Holiday Decor/Lighting $150.00

Capital Improvements (2 entryways)
Utilities $3000.00
Repairs $2000.00
Lawncare/Upkeep $9000.00

Other
Savings $706.20

SUB TOTAL $15656.20

EXPENSE TOTAL
Administrative $800.00
Services $150.00
Capital Improvements $14,000.00
Other (Savings) $706.20

TOTAL EXPENSES $15656.20

TOTAL INCOME $15656.20
LESS TOTAL EXPENSES $15656.20
BALANCE $0.00

ANNUAL REPORT FOR
2026 RAmsgate 64055
COMMUNITY IMPROVEMENT DISTRICT ("CID")

SECTION I

Date: 03/30/2026
CID Contact Information: MARIAN Maglich / Treasurer (816) 209-0178
Political Subdivision or Not for Profit: Not for Profit
Date of and Ordinance No: _____

SECTION II

PURPOSES OF CID AND SERVICES PERFORMED DURING FISCAL YEAR:

Neighborhood and Community Improvement
Maintenance of 2 entryways and holiday decorations
Neighborhood Website
Advertising for 2 garage sale events, per year (whole neighborhood)
Refreshments for yearly neighborhood meeting

SECTION III

BOARD MEMBERS AS OF DATE OF MOST RECENT ANNUAL MEETING:

President, Barbara Allinder
Vice President, Beverly Lobb
Boardmember, Kim Nagel
Secretary, Debi Schulenberg
Treasurer, Marian Maglich
Boardmember, Suzie Castor
Boardmember, Casey Cordell

SECTION IV

REVENUE AND EXPENSES:

INCOME:		
a) yearly dues	$ 15656.20	$
b)		
c)		
TOTAL INCOME	$ 15656.20	$
EXPENSES:		
I. Administrative:		
a) accounting	$ 800.00	
b)		
c)		
SUB-TOTAL	$ 800.00	
II. Services:		
a) holiday decor	$ 150.00	
b)		
c)		
SUB-TOTAL	$ 150.00	
III. Capital Improvements		
a) Utilities	$ 3000.00	
b) Repairs	$ 2000.00	
c) lawn care	$ 9000.00	
SUB-TOTAL	$ 14,000.00	
IV. Other		
a) savings	$ 706.20	
b)		
c)		
SUB-TOTAL	$ 706.20	
EXPENSE TOTAL:		
I. Administrative	$ 800.00	
II. Services	150.00	
III. Capital Improvements	14,000.00	
IV. Other	706.20	
TOTAL EXPENSES	$ 15656.20	
TOTAL INCOME	$ 15656.20	$
LESS TOTAL EXPENSES	15656.20	
BALANCE	$ 0.00	$

SECTION V

LIST OF RESOLUTIONS APPROVED DURING FISCAL YEAR (ATTACH COPIES):

RESOLUTION NUMBER	RESOLUTION TITLE
N/A	

SUBMIT FORM AND ATTACHMENTS TO:

Missouri Dept of Economic Development
Attn: CID Annual Report
301 W. High Street, P. O. Box 118
Jefferson City, MO 65102
Phone: 1-573-526-8004
Fax: 1-573-522-9462
Email: missouridevelopment@ded.mo.gov

City Clerk
25th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106
Phone: (816) 513-3360
Fax: (816) 513-3353
Email: Vickie_Thompson@kcmo.org

City Clerk
Independence, Mo
111 E. Maple Ave
Independence, Mo
64050

23rd & Sterling Community Improvement District

Budget - Fiscal Year Ending June 30, 2027

	FY 2026-2027 Budget	FY 2025-2026 Budget
REVENUE		
CID sales tax revenues	$ 145,000	$ 140,000
Advances from developer		
TOTAL REVENUES	145,000	140,000
EXPENDITURES		
Project Expenditures		
Repayment of debt on developers advances (including accrued interest)	141,504	136,804
Operating Expenditures		
Accounting fees		
Insurance costs	1,296	1,296
Legal fees	2,200	1,900
TOTAL EXPENDITURES	145,000	140,000
EXCESS OF REVENUES OVER EXPENDITURES AND TRANSFERS	$ -	$ -

BUDGET SUMMARY

The district budget is presented in accordance with the requirements of Missouri statute on a cash basis.