City Council Regular Meeting

April 8, 2026
6:00 PM,
20201 E. Jackson Drive
First Floor, Oregon and Santa Fe Conference Room
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 Reverend Michael Jones, Grace Connection Church.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION RESOLUTIONS

1. 26-715 A resolution recognizing Sgt. Emily Kennon of the Independence Police Department as the ISTAR Award recipient for Service & Teamwork Above Responsibilities for the month of April 2026.

PROCLAMATIONS

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes from the March 2nd and March 16th regular meetings.

2. Council action is requested to authorize the City Manager to approve a guaranteed maximum price proposal, and issue a purchase order to MegaKC, partnered with Cook, Flat & Strobel Engineers (CFS) and MKEC Engineering Inc., in the amount of $2,500,000 for the design-build of the Cassell Park Elementary and Mill Creek Elementary portion of the FY26 GO Bond - Sidewalks Project (No. 542602-1).

3. Council action is requested to approve a change order to purchase order 26000661, for an additional $75,000.00 and authorize change orders of up to ten percent (10%) of the authorized amount, with Healy Law Offices LLC for legal and contract assistance for the Power & Light (IPL) department. The total of the purchase order will increase to $225,000.00.

4. Council action is requested to issue a purchase order for $145,651.08, and to authorize change orders up to ten percent (10%) of the authorized amount, to Eagle Eye Power Solution, LLC, for additional equipment for the Eagle Eye Vigilant Battery Monitoring System – monitors, sensors, chargers, installation, etc., for the Power & Light Department (IPL).

5. Council action is requested to approve Change Order #2 to Purchase Order (PO) 25001038 to Walter P Moore in the amount of $73,875.00, to include a floodplain study for the replacement of the Rock Creek Trail pedestrian bridge for the Parks and Recreation Department, and authorizing change orders of up to ten percent (10%) of the new revised authorized total amount of the PO of $187,250.00.

6. Council action is requested to issue a change order to P.O. 26001042 to Allied Power Group, in the amount of $74,400.00 (including an estimated $5,000 for shipping), and authorizing change orders of up to ten percent (10%) of the authorized amount, for additional rotor repairs due to the misalignment of the J-2 substation combustion turbine for the Power & Light Department (IPL).

7. Council action is requested to issue a change order to P.O. 26001018 to GE Vernova, in the amount of $474,360.98 and authorizing change orders of up to ten percent (10%) of the authorized amount, for an alignment of the J-2 substation combustion turbine for the Power & Light Department (IPL).

8. Council action is requested to issue a change order to P.O. 26001155 to Belger Cartage Service, in the amount of $95,101 and authorizing change orders of up to ten percent (10%) of the authorized amount, for crane service during the alignment and reassembly of the J-2 substation combustion turbine for the Power & Light Department (IPL).

9. Council action is requested to approve an Energy Management Agreement ("EMA") with an initial term beginning August 2027, in a total amount not to exceed $3,472,647, inclusive of an annual escalation rate of 2.55%, with Rainbow Energy Marketing Corporation ("Energy Manager") for oversight, direction, and various services, and authorizing the Interim City Manager to execute the contract on behalf of the City.

10. Council action is requested to approve the IAFF Local 781 Collective Bargaining Agreement.

RESOLUTIONS

1. 26-716 A resolution adopting the 2026 Parks and Recreation Master Plan.

2. 26-717 A resolution authorizing the Interim City Manager to submit the Missouri Department of Transportation State Transit Assistance Program application for FY 2027 and to execute an agreement with the Missouri Highways and Transportation Commission for the Public Transit Operating Assistance Grant for the period July 1, 2026, through June 30, 2027.

REGULAR AGENDA

ORDINANCES

1. 26-020 **2R** An ordinance amending Chapter 12 of the Code of Ordinances of the City of Independence, Missouri, by adding a new article prohibiting the sale of certain intoxicating Kratom derivatives and restricting the sale of Kratom products to persons twenty-one years of age or older. *(Sponsored by Mayor Rowland)* **2R**

2. 26-025 **2R** An Ordinance finding, determining, and declaring the necessity of acquiring General Utility Easements for the 39th Street & Independence Center Signal Design portion of the Traffic System Improvements Project (Project No. 112602); 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

FIRST READING(S)

1. 26-026 **1R** 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. **1R**

2. 26-027 **1R** An ordinance authorizing the acceptance of a monetary donation to George Owens Nature Park (GONP) to establish a butterfly garden. **1R**

3. 26-028 **1R** 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. **1R**

4. 26-029 **1R** 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. **1R**

5. 26-030 **1R** 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. **1R**

6. 26-031 **1R** An ordinance amending Chapter 1, Article 16, of the Code of Ordinances of the City of Independence, Missouri, by adding a Code of Ethics. **1R**

INFORMATION ONLY

1. Municipal Court report for the month of February 2026

2. Pavilions at Hartman Heritage CID budget for FYE 6/30/2027.

3. New Town at Harmony CID Preliminary Budget

4. **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

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

March 2, 2026 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. Dan O'Neill will give the invocation

The invocation was given by Dan O'Neill.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Rory Rowland, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Jared Fears, Brice Stewart, Bridget McCandless, Jennie Vaught, John Perkins, and Heather Wiley. Absent – None.

PROCLAMATIONS

There were no proclamations.

CITIZEN REQUESTS

Councilmember Perkins moved to suspend the rules and allow non-residents to speak. Motion seconded by Councilmember Stewart.

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

NAYS (0): None
ABSENT (0):

Motion passes allowing non-residents to speak.

Jeremy Kenyon spoke about IAFF
Aaron Wilson spoke about Parks and Rec
Lucy Young spoke about the budget
The following people spoke about the data center: Michael Paulson, Damon Miles, Andy Collins, Daniel Gallipeau, Teri Mertell, Daniel Moorehead, Griffin Harness-Clark, Maggie Robinson, Daniel Circo, Jean Goss, Rachel Gonzalez, Mary Frizzell, Rudy Chavez, Michael Bottoms, Gretchen Sheely, Marissa Perez, Rina Sartain, Lynne Baker, Jackie Dorman, Dillon James, Cody Boston, Ericka Schweder, Micah Self, Sarah Hemme, Russell Gray, Savannah Park, Monica Engle, Neil Carnahan, Rosemary Gustin, Kelli Jabs, Karli Ridinger, Terri Hoeflicker, Stephanie Robinson, Katherine Venyard, Joanie Flanagan, Sharon Snyder, Brent McCormick, Bob Parkey, Falepule Tali, Leilani Race, Carmen Gibbs, Lisa Garrett, Jeff Mohr, Elliott Graves, Tsuetina Pavlove, Hanna Albina, Willard Rigby, Lukas Yanni, Justice Horn, Conrad Niederhauser, Steve White, William Thompson, Kevin Gard, Ivy Kettlewell, Brielle Thompson Ford, Kevin Baird, Valerie Byrnes, Paul Post, Sarah Wimberley, Kharma Magers, Jason White, and Andrew Jonas.

CONSENT AGENDA

Councilmember Perkins moved to approve the consent agenda. Motion seconded by Councilmember Fears.

Item number 2 was pulled for special consideration by Councilmember Perkins.

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

The consent agenda, minus item number 2, passes 7-0

Reports and Recommendations of the City Manager

1. Approval of minutes from the February 4th and February 16th regular meetings **Approved**

2. Council action is requested to authorize the City Manager to accept a $7.38 million RAISE Grant from the United States Department of Transportation for the Englewood Roundabout & Winner Road Streetscape Project (No. 112603). **Item passes 7-0**

This item was pulled by Councilmember Perkins. This project has been worked on for a long time. This is for the Englewood Roundabout and Winner Road Streetscape Project.

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

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

Item passes 7-0

3. Council action is requested to authorize a second extension to existing purchase order 26000754 in the amount of $550,000 and authorize change orders up to ten (10) percent of the authorized amount, and to extend the sole source form with Black & McDonald for the provision of two (2) augmented journeyman lineman crews, to support Independence Power & Light (IPL) operations through June 30, 2026. **Approved**

4. Council action is requested to authorize the City Manager to approve Purchase Order Change Order #2 on the design contract (PO #21000660) with Wilson & Company for a revised contract amount not to exceed $156,520, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Valley View Parkway Extension Project (No. 512001). **Approved**

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the properties at 315, 317 and 319 S. Osage Street from I-1, Industrial, and C-2, General Commercial, to R-30/PUD, (High Density Residential/Planned Unit Development) and approving a Preliminary Development Plan. ***New Information Only.***

   26-018 **2R** An ordinance approving a Rezoning from District I-1 (Industrial) and District C-2 (General Commercial) to District R-30/PUD (High Density Residential/Planned Unit Development) and approving a Preliminary Development Plan for the property located at 315, 317 and 319 S. Osage Street. **2R Item passes 7-0 Ord. No. 19790**

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

Item passes 7-0

ORDINANCES

1. 26-017 **2R** An ordinance adopting amendments to the fiscal year 2025-2026 budget, which was approved by Ordinance No. 19682 **2R** **Item passes 7-0 Ord. No. 19789**

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

Item passes 7-0

2. 26-019 **2R** An ordinance approving a plan for an Industrial Development Project; authorizing the City of Independence, Missouri to issue two series of Taxable Industrial Development Revenue Bonds in a combined principal amount not to exceed $150,632,000,000; and authorizing and approving certain documents and actions in connection therewith. **2R** **Item passes 5-2 Ord. No. 19791**

AYES (5): Councilmember Fears, Councilmember McCandless, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley
NAYS (2): Mayor Rowland, Councilmember Stewart
ABSENT (0):

Item passes 5-2

FIRST READING(S)

1. 26-020 **1R** An ordinance amending Chapter 12 of the Code of Ordinances of the City of Independence, Missouri, by adding a new article prohibiting the sale of certain intoxicating Kratom derivatives and restricting the sale of Kratom products to persons twenty-one years of age or older. *(Sponsored by Mayor Rowland)* **1R** **Read**

2. 26-021 **1R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 1304 S. Maywood Avenue in Independence, Missouri. **1R** **Read**

3. 26-022 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to accessory buildings & structures. **1R** **Read**

4. 26-023 **1R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to temporary signs. **1R** **Read**

5. 26-024 **1R** An ordinance authorizing final disposition of certain city records that have met all requirements to be eligible for such disposition. **1R Read**

INFORMATION ONLY

1. **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

Councilmember Vaught gave an update on the Noland Fashion Square redevelopment. Councilmember McCandless gave an update on the selection of a new City Manager. Mayor Rowland gave a shout-out to CM McCandless for leading the committee on the search for the new City Manager. He also gave a shout-out to his colleagues for working such a long day with City Manager candidate interviews this morning and a long meeting this evening. Interim City Manager Lisa Reynolds stated the Mavericks have signed a 3-year agreement with the events center. Also the utility customer service department will be moving on Friday and will reopen on Monday at the new location at the Municipal Commons. The kiosk at the current location will remain open.

ADJOURNMENT

Meeting adjourned at 11:23 p.m.

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

ATTEST:

Suzanne Holland
City Clerk

THE CITY OF INDEPENDENCE MISSOURI

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

March 16, 2026 6:00 PM

Council Chambers - 111 E. Maple Ave.

INVOCATION

1. The invocation will be given by Laurie Dean Wiley, Congregant at Vision Church KC.

Laurie Dean Wiley gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Rory Rowland, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Jared Fears, Brice Stewart, Bridget McCandless, Jennie Vaught, John Perkins, and Heather Wiley. Absent – None.

PRESENTATION RESOLUTIONS

1. 26-713 A resolution recognizing Lydia Calderon, Multimedia Coordinator in the Communications Department, as the ISTAR Award recipient for March 2026. **Item passes 7-0 Res. No. 7205**

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

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

NAYS (0): None
ABSENT (0):

Item passes 7-0

A service pen was presented to Councilmember Perkins for 10 years of service.

PROCLAMATIONS

There were no proclamations.

CITIZEN REQUESTS

Lucy Young spoke on the police pursuit policy
Det Doug Blodgett spoke on behalf of the FOP Executive Board on the police pursuit policy
Jackie Dorman spoke on the police pursuit policy
Kelly Cannon spoke on data center and handed council a list of questions to consider
Valerie Byrnes spoke on the First Responders Breakfast

CONSENT AGENDA

Reports and Recommendations of the City Manager

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

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

No items were pulled for special consideration. Consent agenda passes 7-0

1. Council action is requested to authorize the City Manager to approve Purchase Order Change Order #1 for the blanket repair services agreement (PO#26000160) with MHC Kenworth for a new purchase order totaling $200,000, and authorizing change orders of up to ten percent (10%) of the authorized amount. **Approved**

2. Council action is requested to authorize the City Manager to approve Purchase Order Change Order #1 on the emergency construction contract (PO#26000725) with TC Fuller, for a new contract total not to exceed $428,138.08, with a ten percent (10%) contingency for future minor change orders, as part of the emergency construction on the Sanitary Sewer Main Relocation from Streambanks Project (No. 302203-3). **Approved**

3. Council action is requested to expend $550,000 to various vendors to supply Ductile Iron Pipe, Gate Valves, and Fittings for the Water Construction Maintenance Division of the Municipal Services Department for Fiscal Year 2025-2026, and authorizing future change orders of up to ten percent (10%) of the requested amount. **Approved**

4. Council action is requested to issue a purchase order to WSP USA, Inc. in the amount of $239,380.00, and authorizes the Finance Director to issue change orders up to a total of ten (10) percent of the authorized amount, to cover Augmented Engineering Services for the Power & Light Department. **Approved**

5. Council action is requested for the change of ownership for a Retail Selling of Intoxicating Liquor of all kinds in the original package for Zedz 3 located at 3459 S. Sterling. **Approved**

6. Council action is requested to authorize the City Manager to approve pricing agreements with Complete Lawn Care Professionals, LLC and Galvan's Lawn & Landscape, LLC for calendar year 2026 with three (3) one-year renewal periods for mowing services for various city departments. **Approved**

7. Council approval is requested for the 2026-2027 renewal of the liability insurance program with Obsidian Specialty Insurance Company with an annual cost of $875,000. **Approved**

RESOLUTIONS

1. 26-714 A resolution directing the Interim City Manager to engage a financial advisor/facilitator to assist the city with planning for and managing revenues related to the Nebius Project. **Approved Res. No. 7206**

REGULAR AGENDA

NON-ORDINANCE ACTION ITEM

1. Council action to appoint Troy Anderson as City Manager and approve an Employment Agreement between Troy Anderson and the City of Independence. **Item passes 7-0**

PUBLIC HEARING(S)

1. A public hearing for the Special Use Permit application to operate a Bed & Breakfast at 1304 S. Maywood Avenue. ***New Information Only.***

This item was presented by Assistant Community Development Director Rick Arroyo.

This Special Use Permit was considered by the Planning Commission on January 27th of this year.
The Planning Commission voted in favor of this Special Use Permit.
This is to allow a Bed and Breakfast at 1304 S. Maywood Avenue that would accommodate up to six guests.

Neither City Staff nor Council has received any communications regarding this permit.

26-021 **2R** An ordinance approving a Special Use Permit to operate a bed and breakfast at 1304 S. Maywood Avenue in Independence, Missouri. **2R Item passes 7-0 Ord. No. 19792**

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

Item passes 7-0

2. A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to accessory buildings & structures. ***Full Public Hearing.***

This item was presented by Assistant Community Development Director Rick Arroyo.

This Code amendment was considered by the Planning Commission on January 27th of this year also.
The Planning Commission recommended in favor of this Amendment.
This code amendment provides improved clarity to our existing accessory building and structures regulations. It creates clear terms for public and semi-private recreational facilities such as tennis courts and creates clear definitions for private, public and semi-private swimming pools. The code revision also clarifies that both buildings and structures must meet the interior and exterior lot setbacks of their respective zoning districts. Also, with this amendment, we propose a reduction in the accessory building separation from 10 ft to 5 ft to better align with the building code.

No one came forward to discuss this item.

26-022 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to accessory buildings & structures. **2R Item passes 7-0 Ord. No. 19793**

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

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

Item passes 7-0

3. A public hearing for the amendment to the Unified Development Ordinance, Chapter 14, of the Independence City Code relating to temporary signs. ***Full Public Hearing.***

This item was presented by Assistant Community Development Director Rick Arroyo.

This Code amendment was considered by the Planning Commission on January 27th of this year also.
The Planning Commission recommended in favor of this Amendment.
This code amendment provides clarification for the period to time a temporary sign expressing matters of public interest to be installed and removed. More specifically, 60 days prior to the event and removed 10 days after.

No one came forward to discuss this item.

26-023 **2R** An ordinance amending the Unified Development Ordinance, Chapter 14, of the Independence City Code pertaining to temporary signs. **2R**
Item passes 7-0 Ord. No. 19794

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

Item passes 7-0

ORDINANCES

1. 26-020 **2R** An ordinance amending Chapter 12 of the Code of Ordinances of the City of Independence, Missouri, by adding a new article prohibiting the sale of certain intoxicating Kratom derivatives and restricting the sale of Kratom products to persons twenty-one years of age or older. *(Sponsored by Mayor Rowland)* **2R** **Item postponed to 4/8/26 7-0**

Councilmember Perkins moved to postpone this item to the April 8th meeting. Motion seconded by Councilmember Fears.

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

Item is postponed to the April 8th meeting 7-0

2. 26-024 **2R** An ordinance authorizing final disposition of certain city records that have met all requirements to be eligible for such disposition. **2R** **Item passes 7-0**
Ord. No. 19725

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

Item passes 7-0

FIRST READING(S)

1. 26-025 **1R** An Ordinance finding, determining, and declaring the necessity of acquiring General Utility Easements for the 39th Street & Independence Center Signal Design portion of the Traffic System Improvements Project (Project No. 112602); 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 Read

INFORMATION ONLY

1. 2027 Noland Fashion Square CID Proposed Budget
2. Events Center CID Budget for FY27
3. **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

Councilmember Fears discussed resolution 26-714. This allows us to plan well ahead of receiving any funds, how the funds will be used. Councilmembers attended a groundbreaking event for Fire Station number 8 and also attended the IFD graduation and promotion ceremony,

as well as the Independence School Awards ceremony last week.
Councilmember Vaught reminded everyone of the ribbon-cutting ceremony for the new playground equipment at Santa Fe Trail Park on Monday, March 23rd at 3:30 p.m.
Councilmember Wiley said she met with the new general manager of Independence Center. The new GM is working very hard to get more shops in the mall. Dick's Sporting Goods just renewed their lease for 5 years, Victoria Secret has renewed for two years, and Topsy's just renewed. There is a new furniture store moving in soon, as well as a Korean BBQ place where robots will bring you your food. In the next 30 days, there will be a pop-up for small businesses and a pastry bakery will be coming to the center. The animal shelter had a spay/neuter day. Dr. Becker is helping the shelter several days a month to help the shelter with spay and neutering.
Councilmember McCandless gave special recognition to PO Friendly, Al Rudd, who served the community for so many years. She congratulated Det. Collins as the CIT Officer of the Year. She welcomed new firefighters joining IFD. Community Services League has just crossed 2 million pounds of trash collected in the 3.5 years this program has been going, and has helped more than 30 people achieve permanent housing with this program. BVAC is getting a great source of funds from the Rotary Club. She had a great tour of Englewood Theater. Shoutout to Cornell Roofing for putting the roof on the theater for free. She also reminded everyone that they can report potholes through the IndepNow app. It is storm season and people can sign up for notifications through a link on the website.
Councilmember Perkins let everyone know that this was the last City Council meeting at City Hall. It's a sad night but exciting for the future. He is holding a joint community meeting with Englewood Arts on April 21st at the Englewood Arts building at 6:00 p.m. He will be working with staff to work on the Winner Road complete streets project, the roundabout, and the Truman Connected Phase 1. He thanked city staff for their professionalism and the relationships he has been able to develop over the past ten years.
Mayor Rowland gave an apology to Lucy Young for her being cut off during her citizen speak at the last meeting. He also talked about the magnificent 7 dogs that have been at the shelter for quite some time. You can adopt them for $17. The Mayor said he would pay the adoption fee for anyone who wanted to adopt these dogs.
Interim City Manager Lisa Reynolds reminded everyone the next City Council meeting will be held at the Independence Commons building. Also, they have reached an agreement with IAFF. This needs to be approved by their membership and will be on the agenda for council approval on April 8th.

ADJOURNMENT

Meeting adjourned at 7:23 p.m.

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

ATTEST:

Suzanne Holland

City Clerk



City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to approve a guaranteed maximum price proposal, and issue a purchase order to MegaKC, partnered with Cook, Flat & Strobel Engineers (CFS) and MKEC Engineering Inc., in the amount of $2,500,000 for the design-build of the Cassell Park Elementary and Mill Creek Elementary portion of the FY26 GO Bond - Sidewalks Project (No. 542602-1). **Item passes 7-0**

Recommendations:

Council approval is recommended.

Background:

On April 8, 2025, City of Independence residents voted to approve a $55 million General Obligation Bond (GO Bond) package, which would help to fund a variety of public infrastructure improvements. $10 million of this GO Bond package included the addition and repair of sidewalks for seven schools in the Independence and Fort Osage school districts.

Throughout the summer of 2025, City staff met with both the Independence and Fort Osage school districts to determine which schools were the highest priority for each school district, and which streets around the schools should be the focus areas for sidewalk additions. Based on these meetings, it was determined that Cassell Park Elementary and Mill Creek Elementary were among the highest priority schools, and therefore, these two schools would be included in this first GO Bond Sidewalks to Schools project.

In October 2025, staff issued a request for qualifications (RFQ #25063) requesting qualifications from design-build teams capable of utilizing the design-build method of design and construction for the delivery of this project.

Staff received proposals from the following firms:

- I-Solutions; partnered with GBA
- MegaKC; partnered with CFS Engineers & MKEC
- She Digs It, LLC; partnered with Crawford, Murphy & Tilly, Inc. (CMT)
- Terry Snelling Construction, Inc.; partnered with Kaw Valley Engineering

After reviewing the qualifications packages, staff short-listed the teams of MegaKC; partnered with CFS Engineers & MKEC, and SheDigs It, LLC; partnered with Crawford, Murphy & Tilly, Inc. (CMT) to move onto the second and final step of the 2-step procurement phase, the Request for Proposals phase.

In January 2026, staff issued the request for proposals (RFP #25076) to the two short-listed

teams, requesting proposals that included acceptance of the City's applicable standards and design criteria, a technical submittal, conceptual project plans, and a guaranteed maximum price proposal.

After reviewing the proposal packages, City staff selected MegaKC, partnered with Cook, Flat & Strobel Engineers (CFS), and MKEC, Engineering Inc.) as our design-build team to perform the FY26 Go Bond - Sidewalks Project (No. 542602-1) at Cassell Park Elementary and Mill Creek Elementary.

Staff received a guaranteed maximum price proposal for a total fee for this work of a not to exceed price of $2,500,000, plus 10% contingency ($250,000). This results in a total encumbrance of $2,750,000.

Emergency Justification:

Fiscal Impact:
The fiscal impact to the City is $2,750,000, which includes a 10% Contingency. Expenses for the GO Bond - Sidewalks Project (No. 542602) will be tracked and reimbursed through account number 542602-C-0547054-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS
Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Management Analyst Frazier Sidewalks_Mill Creek & Cassell Park Elementary_Project No 542602_1
2. Initial Project Concept Locations - GO Bond Sidewalks Project (No. 542602-1)
3. Contract - Design-Build - MegaKC - GO Bond Sidewalks - Mill Creek & Cassell Elementary - Project No. 542602-1
4. RFP Scoring Summary - Post Negotiation - 25076 – GO Bond FY26 Sidewalks to Schools – Phase Two

INDEPENDENCE
MISSOURI

MEMORANDUM

DATE: March 12th, 2026

TO: Honorable Mayor & Members of the City Council

FROM: Andrew R. Frazier, Management Analyst

SUBJECT: Sidewalks – Mill Creek & Cassell Park Elementary – Project No. 542602-1

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 features a consent item that grants the Interim City Manager the authority to sign a contract with MegaKC for $2,500,000 for Project No. 542602-1, which pertains to Mill Creek and Cassell Park Elementary.

The scope of work involves the installation of 5-foot-wide sidewalks, the construction of ADA-compliant ramps, thermoplastic pavement markings, traffic control measures, and all related work necessary for project completion.

The total financial impact of the project on the City is $2,500,000, along with an additional 10% contingency budget for minor change orders and/or time extensions. Any further change orders will require approval from the City Council. This project will be financed through the recent General Obligation Bond.

Per Section 34.040 of the Missouri Revised Statutes regarding Competitive Bidding and Chapter 8, Article 6 of the Independence Code, the Municipal Services Department received two bids after being published on the public purchase website for 30 days. Municipal Services staff reviewed the firm's qualifications and decided to pursue MegaKC's bid for $2,500,000.

MegaKC is headquartered in Kansas City, MO. They have provided professional references, personnel qualifications, a list of past projects (to include projects in or around the City of Independence), certificate documentation of authority allowing business in Missouri, OSHA Safety Program affidavit, and bid bond.

INDEPENDENCE
MISSOURI

City staff has provided me with all the relevant information, and 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.

Respectfully,



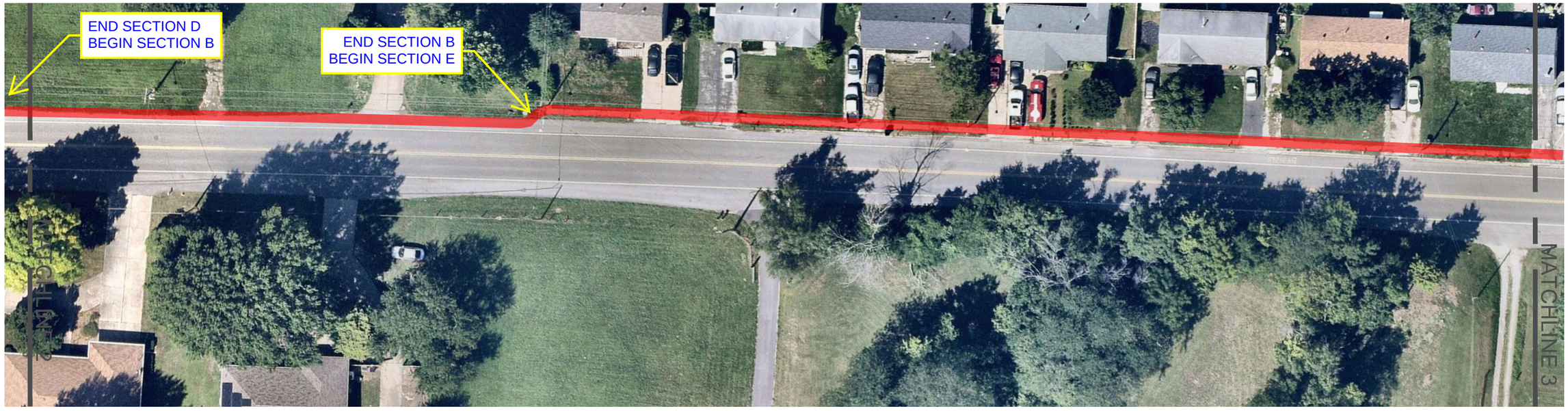
Andrew R. Frazier, MPA,
Management Analyst

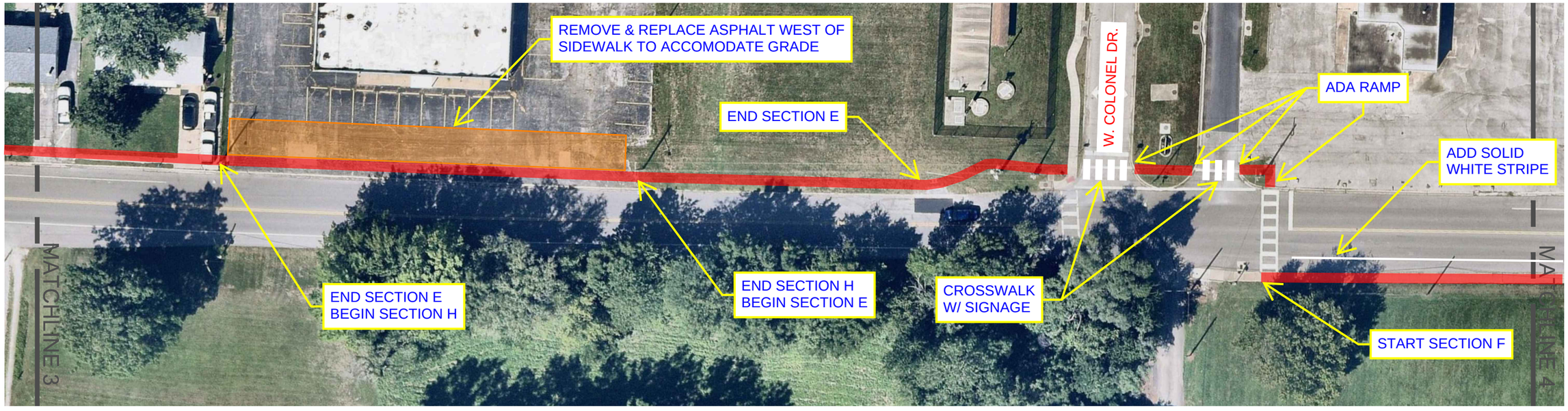
C. Lisa Reynolds, Interim City Manager
Mike Jackson, Director of Municipal Services
Susanne Holland, City Clerk



LIBERTY STREET

CONCEPT DRAWINGS
SHEET 1
FEBRUARY 27, 2026





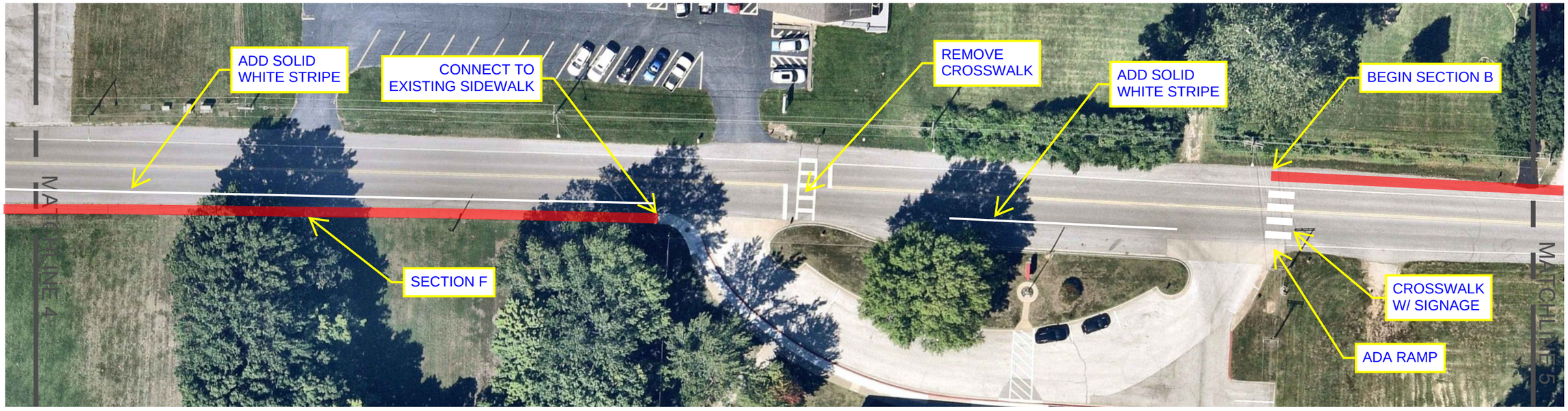
LIBERTY STREET

CONCEPT DRAWINGS
SHEET 2
FEBRUARY 27, 2026

N

SCALE: 1"=50'

0 50 100





N

SCALE: 1"=50'

0 50 100

LIBERTY STREET

CONCEPT DRAWINGS
SHEET 3
FEBRUARY 27, 2026





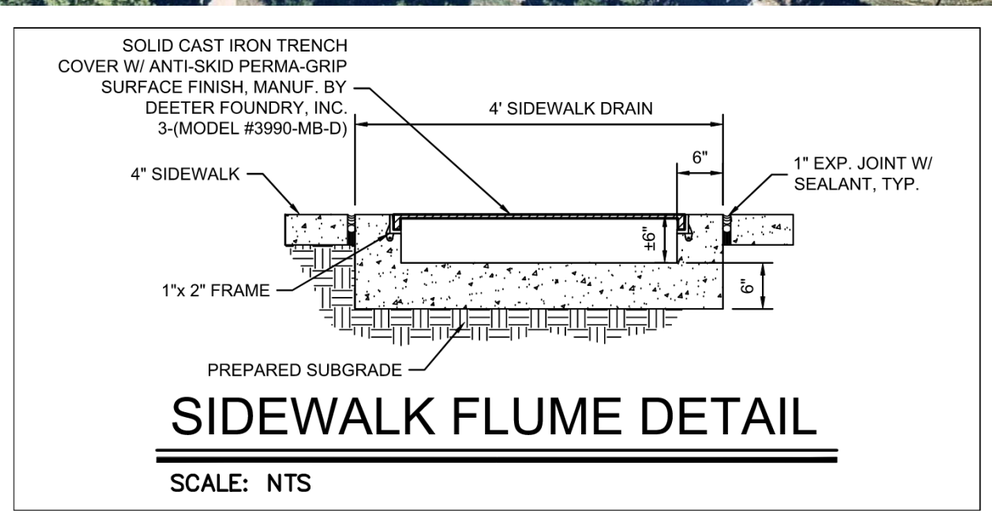
LIBERTY STREET

CONCEPT DRAWINGS
SHEET 4
FEBRUARY 27, 2026

N

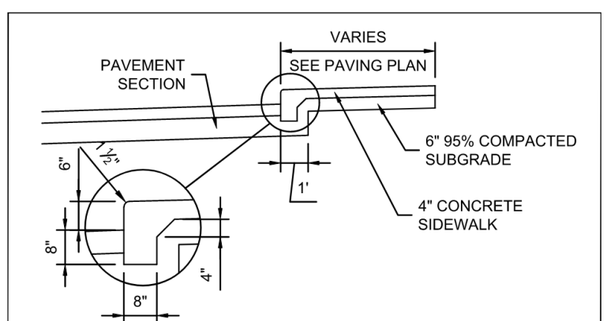
SCALE: 1"=50'

0 50 100



SIDEWALK FLUME DETAIL

SCALE: NTS

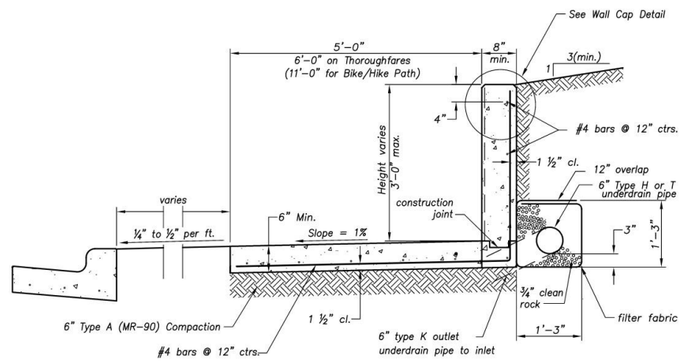


NOTES:

1. ½" PREMOLDED EXPANSION JOINT MATERIAL SHALL BE PLACED AT POINTS OF CURVATURE, CURB RETURNS, CURB INLETS, AND AT 250' CENTERS.
2. JOINTS SHALL BE TOOLED IF CURB IS HAND FORMED.

TURNDOWN SIDEWALK

SCALE: NTS

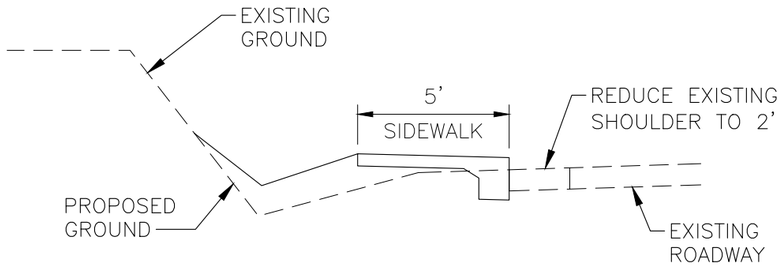


INTEGRAL SIDEWALK AND RETAINING WALL WITH UNDERDRAIN

Not to Scale

SECTIONS

A



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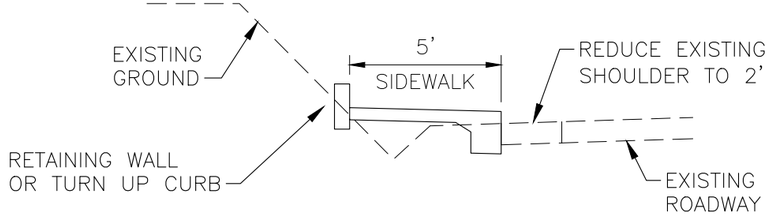

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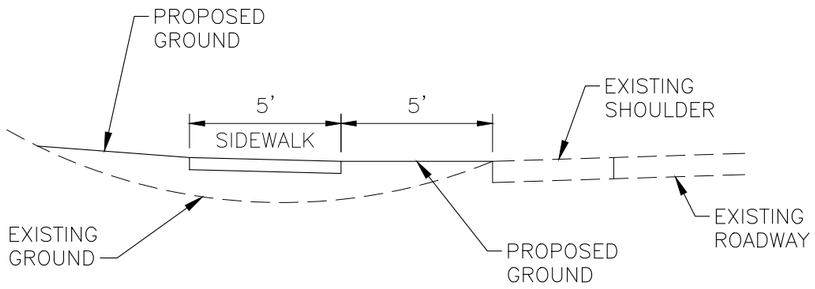

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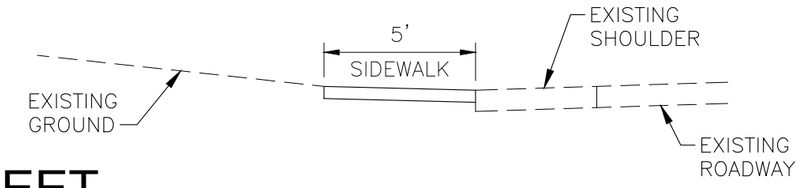

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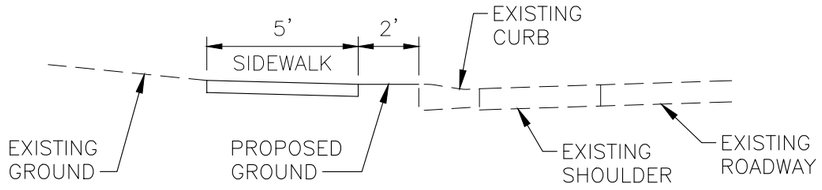

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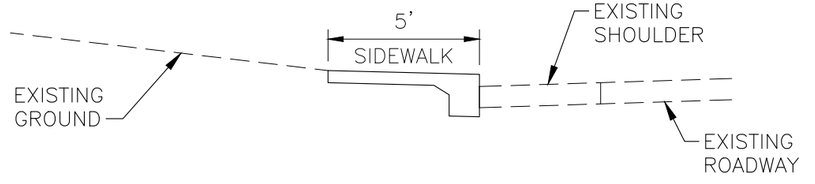

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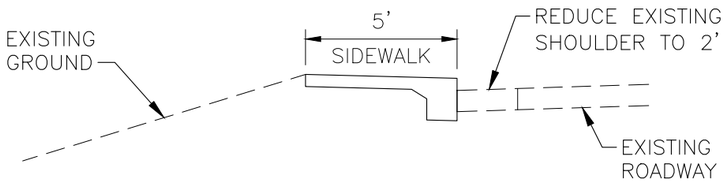

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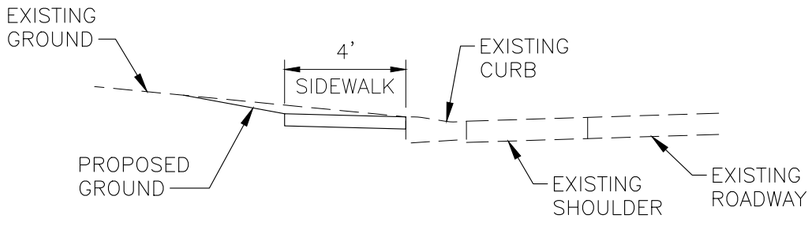
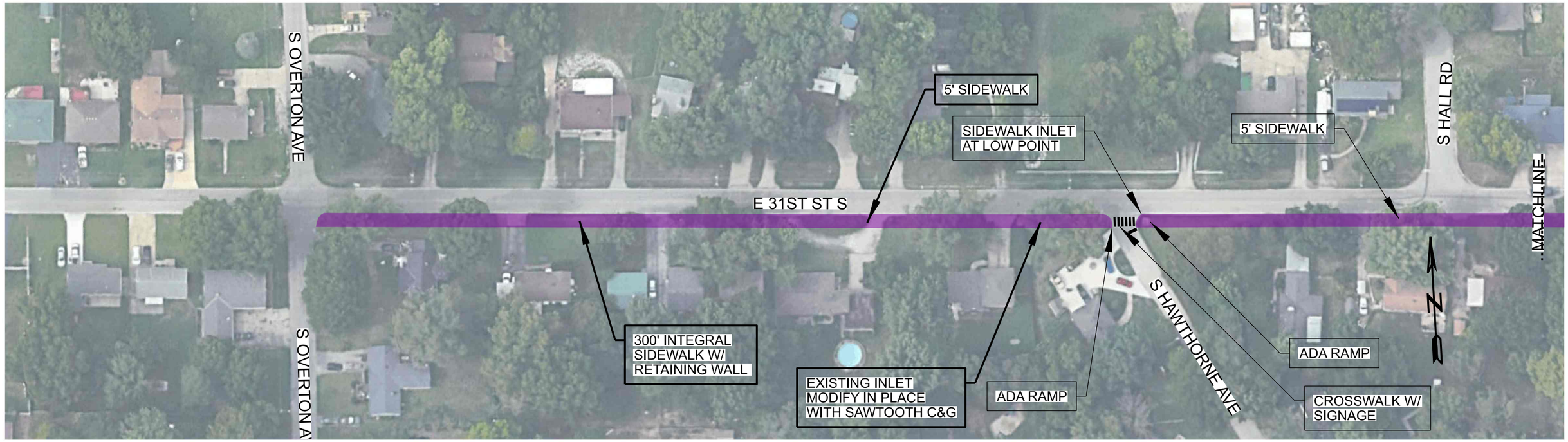
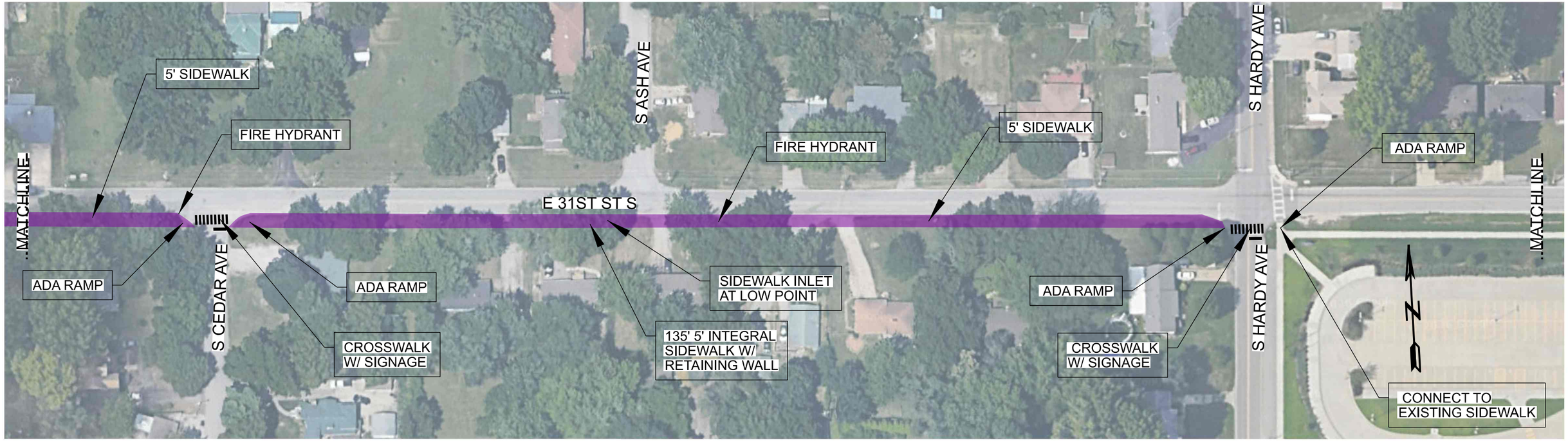


LIBERTY STREET

CONCEPT DRAWINGS
SHEET 5
FEBRUARY 27, 2026





CASSELL PARK ELEMENTARY SCHOOL
E 31ST ST S
CONCEPT DRAWINGS
SHEET 1
NOTES:
1. COORDINATE WITH ILP FOR RELOCATION OF HYDRANTS AND LIGHT POLES
2. REMOVE TREES ALONG E 31ST ST S AS NEEDED

0 10 50
Feet

Imagery ©2026 Airbus, Maxar Technologies

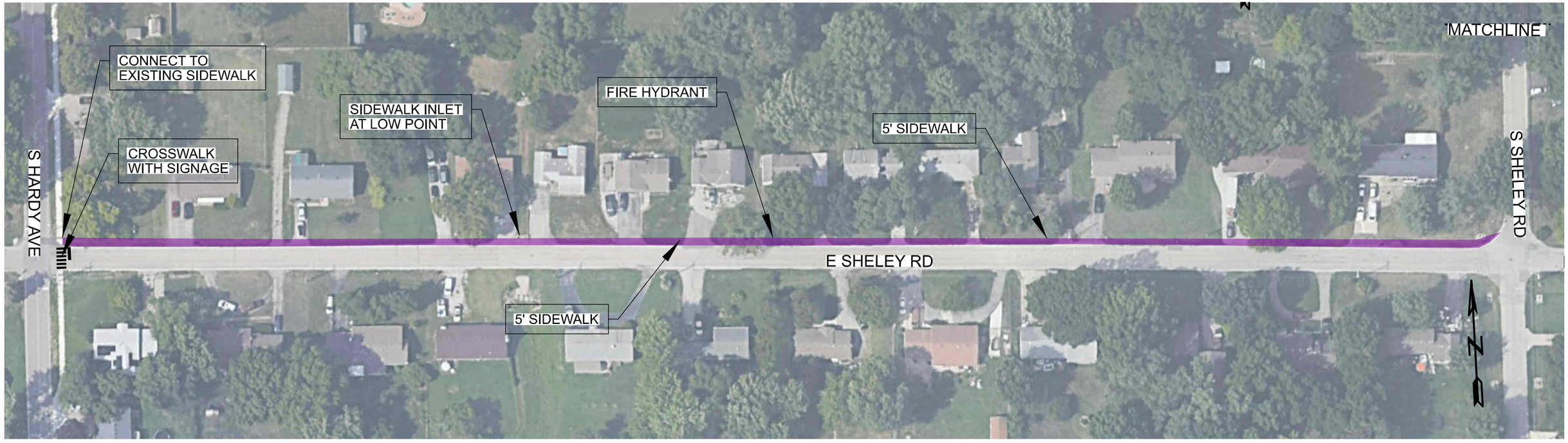


CASSELL PARK ELEMENTARY SCHOOL
SHELEY RD
CONCEPT DRAWINGS
SHEET 2
NOTES:
1. PROTECT TREES ALONG S SHELEY RD WHERE POSSIBLE

0 10 50
Feet

Imagery ©2026 Airbus, Maxar Technologies Imagery ©2026 Airbus, Maxar Technologies





CASSELL PARK ELEMENTARY SCHOOL
SHELEY RD
CONCEPT DRAWINGS
SHEET 3
NOTES:
1. PROTECT TREES ALONG S SHELEY RD WHERE POSSIBLE

0 10 50
Feet

Imagery ©2026 Airbus, Landsat / Copernicus, Maxar Technologies, Imagery ©2026 Airbus, Maxar Technologies

DESIGN-BUILD CONTRACT

This Contract, made by and between the City of Independence, Missouri (hereinafter called

City) and, __**MegaKC Construction**__, (hereinafter called Contractor),

WITNESSETH:

WHEREAS, City requires Design-Build Services for:
GO Bond – Sidewalks Project (No. 542602-1) – Cassell and Mill Creek Elementary and

WHEREAS the City has caused to be prepared, in accordance with law, specifications, plans and other contract documents for the work herein described, and has approval and adopted said documents, and in connection with the construction of items in accordance with the terms of this contract; and,

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself and its executors and administrators, as follows:

ARTICLE 1

That the Contractor shall:

a. Furnish all tools, equipment, supplies, insurance, superintendence, transportation, and other construction accessories, services, and facilities;

b. Furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work;

c. Provide and perform all necessary labor and, in a good, substantial, workmanlike manner in accordance with the general provisions and technical specifications of this contract, which are attached hereto and made a part hereof, and in conformity with the terms and conditions, contract plans and specifications designated and identified therein;

d. Make payment of all wages in conformance with the official schedule of wage rates as determined by the Industrial Commission of Missouri for the Department of Labor and Industrial Relations, and in compliance with the Prevailing Wage Law of Missouri, all as set forth in the general provisions which are attached hereto and made a part hereof by reference, perform and observe all of the terms, agreements, requirements and conditions contained in the general provisions and technical specifications which are attached hereto and made a part hereof by reference;

e. Execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid, (or part thereof if City so elects).

ARTICLE 2

That the City shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, a sum (subject to

change orders approved by the City) not to exceed

$**2,500,000** for all work covered by and included in the contract award and designated in the foregoing Article 1; payment thereof to be made in the manner provided in the general provisions hereto attached.

ARTICLE 3

That the Contractor shall work on, or within ten (10) days following the date of a written order from the City to the Contractor to proceed with the work to be performed under provisions of this contract, or on a subsequent date designated and authorized by the City in said order, and that the Contractor shall complete said work within **December 31, 2026.**

ARTICLE 4

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

GENERAL TERMS & CONDITIONS FOR CONSTRUCTION

1. CONTRACTOR'S RESPONSIBILITY

A. The contractor explicitly understands and agrees that the City is in no way responsible for the cost to the contractor of the work, nor for the cost of the risks involved in executing the work, and that the payments herein provided include compensation for all risks as well as for all completed construction. It is expressly understood that the contractor is in all respects an independent contractor for this work and is in no respect an agent, servant or employee of the City. The contractor specifically represents that in performing work covered by this agreement he or she is the sole employer of all labor to be furnished in the performance of this work and that, within the meaning of all federal and state unemployment compensation, insurance or other laws and all State Worker's Compensation Acts, the contractor's employees and the employees of all subcontractors are not employees of the City for any purpose whatsoever; also that the contractor accepts exclusive liability for all contributions, taxes, interest and penalties necessarily paid by the City under unemployment compensation, insurance or other laws on account of all persons employed by the contractor or any subcontractors hereunder, and the contractor hereby agrees to reimburse the City for all contributions, taxes, interest, penalties, if any, necessarily paid by the City under unemployment compensation, insurance or other laws covering employees of the contractor or any subcontractors.

B. The contractor agrees to pay in full for all furnished materials and for all employed labor for the work or any part thereof, and to save the City free and harmless from any lien for work or labor performed, or materials or supplies furnished in the performance of the work under this contract, and from every claim, demand, or lien arising from or growing out of any act or thing done or suffered by the contractor or any agent, servants or subcontractors, and any employees in, about or connected with the construction of the work aforesaid. The contractor agrees to pay and discharge all bills and claims against the contractor in any way incurred in connection with the work herein provided for; it being intended hereby to cover the payment of all items, whatsoever their nature, in addition to items which entitle the claimant to a lien upon any property of said City by virtue of the laws of the State of Missouri.

C. The contractor shall require any subcontractors deemed a transient employer as defined by State law to show proof of having filed a financial assurance instrument with the State Director of Revenue and to show proof that the subcontractor holds a current valid certificate of insurance for workers' compensation coverage in Missouri prior to the subcontractor performing any work under the contract. If required by the State Director of Revenue or the State Director of the Division of Worker's Compensation, the contractor will withhold all or any part of payment to the subcontractor to satisfy State law.

D. The contractor agrees to comply in all respects with the requirements of law relating to furnishing reports and statements, or as may be reasonably required by the City.

E. It shall be the responsibility of the contractor to examine the site of the work to determine the amount of work to be done in connection with the construction herein specified, the quantities of material required, and the construction equipment and labor necessary for the performance of the contract. By submission of a bid for this work, the contractor represents that he or she has investigated the character of the work and conditions which may be encountered, and the quantities and types of related work not covered by unit prices, and agrees that the data furnished herein is merely informative and represents the best information available at the time. The contractor understands that such information or data is furnished is without guarantee of its accuracy and variations from the indicated amounts or types of work, other than that covered by contract unit prices, required to complete the contract will not entitle the City to any credits or the contractor to any extra payment.

2. APPLICABLE CODES AND STANDARDS

A. Reference to standard specifications of any technical society, organization or association, or to codes of local or state authorities, shall mean the latest such standard, code, specification or tentative specification adopted and published at the date of taking the contractors bid, unless specifically otherwise stated. Applicable codes and standards referred to in these specifications shall establish minimum requirements for equipment, materials and construction and shall be superseded by more stringent requirements of drawings and specifications when and where they occur.

B. All construction methods and tools shall meet all State of Missouri safety requirements and comply with commonly accepted standards for safety and health of personnel engaged in construction work.

3. COMPLIANCE WITH LAWS, PERMITS, LICENSES AND TAXES

A. The contractor shall conform to and comply with all applicable laws, bylaws, regulations and ordinances with regard to all and every action and operation, and shall require conformity and compliance of all subcontractors and employees in such a manner as to save the City harmless. The contractor shall secure and be financially responsible for all permits, licenses, approvals, acceptances, etc., relative to the conduct of all work and shall give all notices necessary to the due and lawful prosecution of the work. Fees for required City permits for work within the construction limits will not be waived.

B. The City is exempt from sales tax. This includes purchases by contractors for City projects. The City will provide a certificate to contractors for their use in obtaining the sales tax exemption. Contractor is to prepare their bid for the City project without including sales tax. It is the responsibility of the contractor to request a tax exempt certificate and a project tax exemption certificate <u>before</u> the project begins. Missouri state law prohibits issuance of project exemption certificates after the project is completed.

4. FORCE MAJEURE

Neither party shall be liable for delays, or defaults in the performance of a contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

Neither party shall penalize or add any additional fees, surcharges, or any other financial requirements due to force majeure.

5. PATENTS

The Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent or copyright and Contractor covenants they will at their own expense, defend every suit that may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all documentation delivered) for any alleged infringement of any patent or copyright by reason of the sale or use of such articles; and contractor agrees they will pay all costs, damages, and profits recoverable in any such suit. All fees or royalties for any patented article or operation of work or any part thereof, or any materials, tools, implements, machinery, fixtures, or anything used shall be included in the price stipulated in the bid, and the contractor shall protect and hold harmless the City against all demands for such fees, royalties, and claims.

6. SUPERVISION AND INSPECTION

A. The work herein considered is to be constructed in accordance with the contract documents. Wherever the words "directed, permitted, approved, acceptable, satisfactory," or words or phrases of similar import occur in the contract documents, they shall be understood to be functions of the City and to be exercised at the City's discretion.

B. Methods of construction and procedure shall be of the contractor's own selection, provided no requirement of the contract documents is violated and the work is completed within the time allowed. Approval of the City of any construction device or method, or absence of disapproval, shall not relieve the Contractor of full responsibility for any failure thereof and shall not connote and is not intended to connote that the City will direct the manner in which the work is to be performed under the contract.

C. All materials and every process of manufacture and construction shall be subject to inspection at all times and the City or any representative shall have free access to all operations. The Contractor shall provide necessary facilities for inspecting workmanship and testing of materials, and the City shall have the right to select suitable samples of materials for testing and examination, which the contractor shall supply without charge. In case such samples must be shipped to some other point for inspection or testing, the contractor shall box or crate samples as necessary and shall deliver them at points designated for shipment, without charge. Omission of inspection shall not relieve the contractor of any obligation to produce the work required by plans and specifications.

D. Rejected materials shall be removed promptly from the vicinity of the work and the contractor shall promptly remove, reconstruct, replace and make good as may be directed, without charge, any defective work. If in the judgment of the City, the defective work would perform within an allowable tolerance, the contractor may be given the choice of receiving reduced payment for the work or removing and replacing the defective work. Oversight or error of judgment of inspectors, or previous acceptance, shall not relieve the Contractor from the obligation to make good defects whenever discovered. If the contractor does not make corrections of such condemned work and remove rejected materials within a reasonable time, as fixed by written notice, the City may make removals and corrections and charge the expense to the contractor.

E. The contractor shall furnish to the City any information concerning the nature or source of any material or equipment or part thereof which the contractor proposes to use. Tests may be conducted where, in the opinion of the City, such are necessary. Where the contractor desires to propose for use in the work any material or product as an alternative or equivalent to a material or product specified herein, the contractor will be required to submit samples to a testing bureau designated by the City, and shall pay the cost of such testing and analysis as may be required to determine the suitability of such materials and products.

7. PERSONAL LIABILITIES

In carrying out any of the provisions of a contract or in exercising any power or authority granted to them thereby, there shall be no personal liability upon any member, agent or representative of the City. No act or failure to act on the part of the City or any agent of the City, payment for the work in whole or in part, extension of time or possession taken of the work, shall operate as a waiver of any right to damages therein provided for; nor shall waiver or breach of contract be held to be a waiver of any other or subsequent breach.

8. SUBLETTING OR ASSIGNING CONTRACT

A. The contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of the contractor's right, title or interest therein, without written consent of the City. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and shall be accompanied by evidence that the organization which will perform the work is particularly experienced and equipped for such work.

(1) In case such consent is given, the contractor will be permitted to sublet a portion thereof, but the contractor shall perform work amounting to not less than 50% of the total contract cost, except that any items designated by the City as specialty items so performed by subcontract may be deducted from the total contract cost before computing the amount of work required to be performed by the contractor.

The value of the work sublet will be determined by multiplying the number of units of any contract item sublet by the unit price as set forth in the original contract, or by a price agreed to by the City where no unit price is included in the contract for the work sublet. Approval of the subcontract is in no way approval of the unit prices in the subcontract. The subcontractor shall perform the work described in the subcontract agreement. The contractor shall furnish the City a signed copy of the subcontract on request.

B. No subcontracts or transfer of contract shall in any case release the contractor of his or her liability under the contract and bonds.

9. COOPERATION WITH OTHERS

The contractor and subcontractors will be expected to cooperate with forces of the City, utility companies or other contractors who may be working in the area. No delay of this contract work due to avoidable conflicts will be allowed. The contractor shall, as far as possible, arrange work schedules and dispose of materials so as not to interfere with the operations of other contractors or others engaged upon the project or nearby. The contractor shall also join his or her work to that of others in a proper manner, in accordance with the spirit and intent of the contract documents and perform his or her work in proper sequence in relation to that of other contracts.

10. PLANS (CONTRACT DRAWINGS)

A. Certain plans prepared on behalf of the City, and elsewhere described and named to accompany and supplement these provisions, constitute a part of the contract documents. Such plans are agreed to be constructively attached to the contract documents, although convenience may preclude physical attachment.

B. The City shall have the right to modify details of these plans to provide final, or checked, plans in lieu of any preliminary or unchecked plans, as the work proceeds, all of which shall be considered as plans accompanying the contract documents. The contractor shall not take advantage of any errors or discrepancies discovered in the plans, but shall report same, and the City will make or approve the necessary corrections.

C. The contractor will be provided, at no cost, a maximum of ten sets of contract documents. Additional sets of these documents will be supplied at the cost of printing, materials and

delivery.

11. NOTICE TO PROCEED

A. Upon receipt of contract documents 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 has issued a written Notice to Proceed.

B. The Notice to Proceed will be issued upon completion of (a) receipt of acceptable copies of insurance policies and certificates, (b) acceptance of specified coordination submittals, i.e., Program of Construction, Schedule of Values, etc., and (c) the conclusion of initial coordination conferences. The date of Notice to Proceed shall be that on which the contractor may move onto the site, unless otherwise set forth in the said notice, which date will not be more than thirty days after the date of contract, unless City and contractor agree upon a longer time. The completion time of contract shall be the number of calendar days stated in the contract beginning with the date of Notice to Proceed or date stated therein.

12. GENERAL PROVISIONS CONCERNING TIME

A. The construction herein provided for is to be completed within certain times as set forth in the contract documents. No payment shall be made to the contractor on account of any delays whatsoever, no matter by what or by whom caused, even by other contractors on the same work, or by reason of the City's acts in giving directions, in rejecting materials, methods or workmanship, or by seasons, weather or stream fluctuations. The amount provided in the contract for payment for the work items is understood and agreed to include and cover all expenses due to delays. Extensions of time for completion will be granted under the following conditions:

(1) If the City should, in writing, direct deferment of the beginning of work beyond the official date to begin work, or if the City should order the work closed down or temporarily discontinued, corresponding extensions of time would be granted with due consideration for changed working conditions incident to seasons and weather.

(2) If the final contract price, as increased by duly executed change order(s), exceeds the total contract price based on the estimated quantities as given in the bid, the time of completion will be set forward a number of working days in the proportion that such excess cost bears to the cost based on estimated quantities.

(3) The contractor is requested to bring to the attention of the City, in writing and during the progress of the work, the occurrence of events that the contractor may warrant extension of time under the conditions of the contract. If the contract is not completed within the time stipulated, the contractor shall, at the conclusion of the work, present a written statement to the City concerning all matters of time extensions.

(4) The amount of all extensions of time, for whatever reason drafted, shall be determined by the City with due consideration of working seasons and working conditions. In general, only actual and not constructive or hypothetical days of delay will be considered. The City shall have authority to draft additional extensions of time as the City may deem advisable and justifiable.

(5) If the contractor fails to complete the work within the time fixed by the contract or extensions thereof, and if the City shall nevertheless permit the contractor to continue and complete the same, such permission shall neither modify nor waive any liability of the contractor for damages arising from non-compliance of the work within the said time, but all liabilities shall continue in full force against the contractor.

B. With only the exceptions outlined herein, all work under any contract shall be completed and ready for operation within the time listed in the bid after the issuance of Notice to Proceed.

13. LIQUIDATED DAMAGES

A. If the contractor shall neglect, refuse, or fail to complete the work within the time set forth above, or any proper extension thereof granted by the City, the contractor shall pay to the City the amount specified in the bid documents for each day the entire work is incomplete. Said obligation of the contractor is not a penalty but is liquidated damages for loss to the City and the public, after the expiration of the time stipulated in the contract, as adjusted by duly executed change orders, and will be deducted from any money due the contractor under the contract. The contractor and the surety of record shall be liable for any and all liquidated damages.

14. PREVAILING WAGE

If a contract is issued that is valued at $75,000 or above, the contract 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 that is named in the specifications section of this solicitation. Prevailing wages must be paid by the successful 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 the 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 contract 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.

15. BOND AND MAINTENANCE GUARANTEE

The contractor shall providea payment, performance, and maintenance bond for faithful performance of the contract and for persons performing labor or furnishing materials in connection therewith, with sureties satisfactory to the City and in the form provided. This bond shall be in the full amount of the contract and shall have as surety thereon a company authorized to do business in the State of Missouri, qualified as acceptable surety for United States government deposits, and acceptable to the City.

The contractor will guarantee 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. In addition, the equipment or materials furnished by the contractor shall, upon receipt of notice from the City, be repaired or replaced without expense to the City, and the contractor shall save the City harmless from any damage from faulty workmanship or materials installed under the contract.

16. TAKING OVER WORK AND WITHHOLDING PAYMENTS

A. If the contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or if it should become evident to the City that the contractor is not making proper progress to ensure completion within the specified time, or is prosecuting the work with insufficient, inadequate, or unsuitable plant and equipment, or has failed to make good rejected work or materials, the City shall have the right, without violation of contract, after giving the contractor seven days' notice in writing, to undertake itself either by administration or by letting contract(s) to other parties, the completion of the said work which is being thus neglected, or to supplement the contractor's work and operations by supplying additional plant, equipment, materials or labor.

B. Should the City's work cost less than the contractor would have been paid, the difference shall be paid to the contractor. However, should it cost more, the difference shall be payable by the contractor and the contractor shall, on demand, pay the amount of excess to the City. Under these circumstances and for these purposes, the City shall have the right to enter upon and take temporary possession of the plant, tools, and supplies of said contractor, or any part thereof.

   In addition to the percentage of payments to be temporarily retained by the City, pending completion of the work, the City shall have the right to withhold sufficient amounts of any payment otherwise due the contractor to cover failure of the contractor to make proper payment on amounts past due and payable for just claims for labor, materials and services applied to the work of the contract, and for defective work not remedied. The City shall have the right to act as agent for the contractor in disbursing such withheld funds to the party or parties entitled thereto, and in case of such disbursements shall render the Contractor a full accounting for all such funds.

C. The City shall not be obligated to take any such action and the failure of the City to act under this and similar clauses of the specifications shall not relieve the contractor from any responsibilities, obligations, or liabilities resulting from failure to complete the contract within the times prescribed.

17. USE OF COMPLETED WORK

The City may, prior to the completion of all the work performed by the contractor or acceptance thereof by the City, enter upon and use any portion of said work without any compensation or payment whatever to the contractor for any delay in the work caused by such use. Such taking possession and use shall not be deemed as acceptance of the work so taken and used, or any part thereof.

18. SAFETY PRACTICES AND ACCIDENT PREVENTION

A. In the performance of the contract, the contractor and subcontractors shall comply with and observe all of the requirements of the Federal Occupational Safety and Health Act (OSHA), and all rules and regulations published in connection therewith. The contractor shall provide equipment and medical facilities as are necessary to supply first aid to anyone who may be injured in connection with the project. Provisions must also be made for the immediate removal and hospitalization in case of emergency. Anyone acting in a supervisory capacity should have authority to order such emergency action.

B. Precaution shall be exercised at all times for the protection of persons and property. The safety

provisions of applicable laws, building and construction codes and the like shall be observed. Machinery and equipment and other hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are consistent with applicable law or regulation.

C. The contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient red or yellow lights, danger signals, warning and closure signs, and shall provide watchers and take all necessary precautions for the protection of the work and the safety of the public.

19. LIABILITIES, DAMAGES, AND ACCIDENTS

A. The contractor shall assume and be responsible for and shall indemnify, protect and save harmless the City against any and all claims, demands or causes of action by any party or parties whatsoever for loss, injury or damage of any kind or character, either to persons or to property, directly or indirectly arising out of his/her operations or the acts or omissions of the contractor, any agents or workers. The contractor shall pay all judgments obtained by reason of accidents, injuries or damages in any suit or suits against the City, including all legal costs, court expenses and other like expenses; the contractor shall have the option of assuming the sole defense of such suits.

B. The contractor shall assume all risks of loss and damage to the contractor's property and to property in his/her custody and to the property of any employees, agents, and servants, howsoever caused; all risks of damage resulting from the death of or injury to himself/herself, any agents and servants, while engaged in said work and while traveling to and from the same; and he/she agrees to hold the City free and harmless from all loss, cost and expense on account thereof, and agrees to indemnify and save harmless the City from all loss, cost and expense arising or growing out of any injury to any employee of the City caused by the negligence of the contractor or any employees; also from all loss, cost and expense arising or growing out of any injury to any person while upon the premises of the City caused by the negligence of the contractor, or any employee; also from all loss, cost and expense arising or growing out of any damage to any property, whether belonging to the City or not.

C. All delivered materials and portions of completed work shall be deemed to have become the property of the City, but the contractor shall store materials and shall be responsible for and shall maintain partly or wholly finished work during the continuance of the contract, and until final acceptance of the work covered by the contract. If any materials or parts of the work be lost, damaged or destroyed by any means whatsoever, the contractor shall satisfactorily repair and replace the same at his or her own cost.

20. INSURANCE REQUIREMENTS

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 Scope of Services/Project. The cost of such insurance shall be included in the Contractor's bid.

B. Contractor shall maintain the following coverages and minimum limits:

1. Commercial General Liability: [ISO "occurrence" form or its equivalent]
   a. $2,000,000 General Aggregate
   b. $1,000,000 per occurrence limit Bodily injury/Property damage
   c. $1,000,000 Personal/Advertising injury
   d. $1,000,000 Products & Completed operations aggregate limit.

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. 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.

4. Umbrella Liability: minimum limit of $1,000,000 excess of Commercial General Liability.

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 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. Additional Insured. 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.

D. 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-:VII. Those not admitted must be approved by City.

3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance if $50,000 or higher per claim/loss. In addition, when self-insured the name, address, and

telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Contractor.

4. 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.

5. 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. 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.

E. 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.

F. 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. All coverages for subcontractors shall be subject to all of the requirements stated herein.

G. Indemnity

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment,
settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Consultant agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Consultant or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however, that Consultant's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Consultant is not responsible.
4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Consultant or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Consultant is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

Comply:_____ Exception:_____

ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, respondent acknowledges that is has read and understand the insurance requirements for the proposal. Respondent also understand that the certificate of required insurance must be submitted within fifteen (15) days following the notification of award. No final contract will be signed by the City until all Certificate of Insurance are received and meet the minimums noted herein.

The contractor shall not commence work under this contract until he or she has obtained all insurance required under this section and elsewhere in the contract documents, such as exceptional insurance requirements outlined in the contract special provisions, and such insurance has been approved by the City.

21. CHANGES IN AMOUNTS OF WORK

The City shall have the right to increase or diminish the quantity, to change the order, or to dispense with portions of the work at any time without impairing the contract and without changing the unit prices to be paid.

In case of increase in amount of work, payment for such increase at the unit price bid for the work or the classes so increased shall be full compensation for the work done. When changes to work occur that are not covered in the contract documents and involving added cost, they will be performed only on a written change order signed by the contractor and duly processed by the City. All costs and indirect costs, including overhead, bond, and profit shall be submitted as a maximum cost figure on this change order. The Contractor shall not proceed with any work under a change order requiring additional materials or costs until written approval is given by the City.

The City may at or prior to contract award appropriate up to ten percent more than the contract value to be reserved for change orders to the project. Administrative change orders may be processed for the contract up to appropriation amounts. Administrative change orders may be for unit price extensions, cost plus additions, or negotiated prices and are to be in written form approved by the City. Change orders that exceed 10% of the total contact price require approval by the City Council, unless otherwise specified in the ITB.

22. NEW ITEMS

A. The City shall have the right to require the contractor to perform work or supply materials essential to the completion of the work, of a class or type not provided for in the contract documents, or not included and covered under classifications for which price payments are provided in the contract. This work shall be added as a new line item.
B. When a new item is ordered, it shall be paid for as the City may elect, either by a lump sum or by unit prices mutually agreed upon by the City and the contractor in writing, or, if such agreement cannot be made or the City so elects, on the basis of estimated cost to the contractor of constituent unfabricated materials, including fuel, or applied labor, and of liability insurance for labor, plus 20% thereof to cover and include contractor's profit, superintendence, overhead, and indirect expense, including interest on borrowed money and premiums on bonds, and for the use of plant, equipment, tools, and appliances. Where manufactured or fabricated materials or articles are to be purchased for installation or some of the work is done by subcontract the contractor shall estimate 5% over and above the contractor's costs of such items instead of 20%. For such work, plant and tools shall be provided of the same general character as employed for similar kinds of operations on the project.
C. The contractor shall not begin any work for which new items are provided in the contract without written approval from the City.

28. NOTICE OF CLAIMS FOR EXTRA COMPENSATION

Should any conditions arise which in the contractor's opinion will require any claims or demands for extra or additional compensation above that fixed by the contract, or on which he or she contemplates bringing claims for such extra compensation, the contractor shall promptly and before incurring any expenses, notify the City in writing of the conditions and circumstances and that such claims are anticipated. The contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the City to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. The contractor shall not proceed with any work requiring added compensation until written approval is given by the City.

29. ACCEPTANCE OF WORK

No part of the construction will be finally accepted until the all construction is completed in its entirety. Upon final completion of the work, the City will make final inspection and when it is found that the contractor has completed the entire contract in accordance with the contract documents, the City will thereupon issue a written order of acceptance and the final pay estimate will be rendered.

30. METHODS OF PAYMENT

A. Lump Sum Payment: When so indicated in the ITB, payment will be made for the entire contract upon completion, final inspection, approval of as-built record plans and acceptance of the work.

B. Partial (Progress) Payments: Payments will be made at unit prices shown in the bid with work in place as described in the contract documents as a basis for making monthly pay estimates. Before the first application for payment, the contractor shall submit to the City a schedule of values of the various portions of the work, including quantities, if required by the City, aggregating the total contract sum, divided according to subcontractors and prepared in such form as the City and the contractor may agree upon, and supported by such data to substantiate its correctness as the City may require. Each item in the schedule of values shall include its proper share of overhead and profit and this schedule, when approved, shall be used only as a basis for the contractor's application for payment.

At least 15 calendar days before each payment will fall due, the contractor shall submit to the City an itemized application for payment, supported to the extent required by the City by receipts or vouchers showing payments for materials and labor, payments to subcontractors, and such other evidence of the right to payment as the City may direct. On or about the first day of the month, the City will make an estimate of the value of the total work done and shall pay to the contractor, within 15 days, 90% of the amount of such estimated sum, less the sum of all previous payments. No payments will be made on account of materials not to be incorporated in the work. Progress payments will be made to the contractor based on 90% of the value of the work satisfactorily completed and for the unused material on hand at the time of the progress estimate. After the contract is 50% completed, payments may be increased by the full value of the additional work satisfactorily completed. The retained percentage will be withheld by the City until final payment is authorized, except that when the work is stated as substantially complete in writing, the City may reduce the retained percentage to an amount equal to two hundred percent of the remaining minor items to be completed.

As directed in writing by the City, adjustments may be made in the estimates for quantities shown under each bid item at the unit prices named in the bid, so long as these adjustments do not result in an excess of the total contract amount.

It is agreed by the Contractor that any payments or advancements of funds to be made to the contractor under provisions of this agreement shall not be assigned or pledged by contractor unless consent in writing is first obtained from the City.

C. Force Account may be applied under the following conditions:

(1) Force Account work will be measured and paid for on a contractor's cost plus a percentage basis.

(2) The contractor's cost is hereby defined and shall include the amounts required to pay subcontractors plus the costs of contractor's as follows:

a. Labor Costs

(i) The payroll cost for all workers such as foremen, mechanics, craftsmen, and laborers.

(ii) All incidental labor expenses incurred as a direct result of the performance of the work, including payroll taxes, worker's compensation, pension, and retirement

allowances and social security insurance or other regular payroll charges on same.

b. Material and Equipment Costs
   (i) The cost of all materials and equipment required, delivered to the construction site that are not furnished by City or others.
   (ii) Sales and use taxes applicable to such materials and equipment.

c. Supplemental Costs
   (i) Rental for all power-driven equipment at agreed-upon rates shall be charged against Force Account work only for the actual time which the equipment is used specifically therefore.
   (ii) Transportation charges necessarily incurred in connection with such equipment, which is not already on the site.
   (iii) Cost of power, fuel, lubricants, and water required for such equipment (may be included in agreed-upon rate).
   (iv) Additional cost for surety bonds, liability and property damage, and other insurance required, where cost is necessarily increased by coverage of the Force Account Work.

d. The above definitions and requirements apply equally to work done by subcontractors, suppliers and manufacturers.

e. The percentages, which shall be added to the several items of contractor's cost, are as follows:

(i) Amounts paid to subcontractors	- 5%
(ii) Labor costs	- 10%
(iii) Material and equipment costs	- 10%
(iv) Supplemental costs	- 0%

(3) The above percentages shall be understood to include all other costs and full compensation for profit, overhead, superintendence, field office expense and all other elements of cost not included in the "contractor's cost," as herein defined.

(4) The contractor shall keep and present in an acceptable form an accurate account with vouchers of the several items of cost, including those of subcontractors performing Force Account work.

D. Late Payment Clause: If the City fails to make a monthly pay estimate thirty (30) days after approval, in addition to other remedies available to the contractor, then interest shall be added to each payment at the maximum legal rate, commencing on the first day after said payment is due and continuing until the payment is received by the contractor. The legal rate of interest shall be as specified in R.S.Mo 34.057.

31. ACCEPTANCE AND FINAL PAYMENT

Upon determination by the City that all work has been completed in accordance with the contract, and approval of as-built plans submitted for record, the City will accept the project as such by an approved Letter of Acceptance. When the work has been so completed and certified by the City, a final estimate will be executed and submitted which will provide payment to the contractor for the entire sum due as set forth in the contract documents, including all amounts previously retained by the City. All prior partial estimates and payments shall be subject to correction by the City in this final estimate and payment. Payments for the work will be made by the City's credit card, which is the preferred method of payment with no added fees; or check by the City of Independence, Missouri, as herein specified.

32. FIRM PRICES

The contractor warrants that prices quoted will be firm for acceptance for a period of not less than 120 days unless otherwise specified in the bid document. Such prices will remain firm for the period of time specified in the purchase order or contract. The City shall not be responsible to pay surcharges or any other fees not disclosed and agreed upon between the parties.

33. GENERAL GUARANTY AND WARRANTY

The contractor warrants that all materials, fixtures, and equipment furnished by the contractor and his subcontractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The contractor also guarantees the workmanship and materials for a minimum period of one year from the date of final acceptance of all the work required by the contract. Furthermore, the contractor shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

34. TERMINATION

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 till the date of the termination by the City or suspension expenses.

A contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of the contract. The nonperforming party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. Risk to persons or property shall result in immediate termination of the contract.

35. AVAILABILITY OF FUNDING

Any resulting contract or purchase order is contingent upon the availability of funding and allocation of City funds. The City may cancel any contract or purchase order immediately by giving written notice to the contractor, in the case of a reduction or elimination of funds or funding for any project, commodity, or service.

36. ANTI-DISCRMINATION 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.

City OF INDEPENDENCE, MISSOURI
Party of the First Part (City)

By: _____

_____
Party of the Second Part (Contractor)

SEAL:

By:_____
President

ATTEST:

_____

Secretary

City, State, Zip

****

RFP #25076 – DESIGN-BUILD SERVICES – INDEPENDENCE GO BOND FY26 SIDEWALKS TO SCHOOLS
Closed May 16, 2025 at 4:00:00 PM

			MegaKC/CFS				SHEDIGS IT/CMT			
	Proposal Scores	**Maximum Weight**	A	B	C	D	A	B	C	D
1	Overall management approach to the project	20	20	15	17	16	20	17	17	15
2	Project Controls & Cost Tracking	15	15	14	13	12	15	14	5	11
3	Design Development & Management	30	30	26	27	25	30	16	26	25
4	Construction Management	20	20	19	18	16	20	17	18	17
5	Project Sequencing and Scheduling	15	12	13	13	12	15	14	14	12
	Total	100	97	87	88	81	100	78	80	80
	Average Score		88				85			

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve a change order to purchase order 26000661, for an additional $75,000.00 and authorize change orders of up to ten percent (10%) of the authorized amount, with Healy Law Offices LLC for legal and contract assistance for the Power & Light (IPL) department. The total of the purchase order will increase to $225,000.00. **Approved**

Recommendations:

Council approval is recommended.

Background:

In September 2025, a requisition was entered for $50,000.00 from Healy Law Offices for legal and contract assistance. The expenditure was approved by the City Manager and purchase order 26000661 was created. After issuance of the purchase order to the supplier, it was discovered that the cost of legal and contract assistance would be much higher for fiscal year 2025-2026 as additional assistance was needed due to recent generation and capacity developments. IPL had projected the need for an additional $100,000.00. In January 2026, a change order was approved by Council. In the meantime, additional services for contract assistance, again due to new generation and capacity developments, are needed. IPL has estimated an additional change order of $75,000 is needed, making the total of the purchase order $225,000 for the entire 2025-2026 fiscal year.

Approval of this item authorizes the City Manager to issue change orders up to a total of ten (10) percent of the change order total, so long as appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact on this change order is $75,000.00. The overall fiscal impact is $225,000.00. Funding for this change order is included in the fiscal year 2025-2026 adopted budget, page 314, account number 0206110-5222, legal services, IPL fund 020.

Council Action:

Department / Contact Power and Light /

REVIEWERS

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

ATTACHMENTS:

1. Healy Law Offices Statement to Independence Power & Light - February, 2026
2. Sole Source - Healy Law Offices - Change Order 2 - 2025-2026 - Power & Light - 3-9-26

HEALY
LAW OFFICES, LLC

3010 E. Battllefield
Suite A
Springfield, MO 65804

Statement as of February 28, 2026
Statement No. 23304

Independence Power & Light
Joe Hegendeffer
P.O. Box 1019
Independence, MO 64051-0519

3002-002: Eastgate

Professional Fees			Hours	Rate	Amount
02/01/2026	PMS	Drafted EPC Contract for Switchyard.	3.50	365.00	1,277.50
02/02/2026	PMS	Correspondence with J. Hegendeffer regarding Terms and Conditions and the EPC Contract for Switchyard Project.	3.25	365.00	1,186.25
02/03/2026	PMS	Drafted and edited EPC Contract for Switchyard Project, correspondence with J. Hegendeffer, D. Healy, and M. Harward regarding same.	4.75	365.00	1,733.75
02/04/2026	PMS	Reviewed Switchyard EPC Contract in preparation for 2-6-2026 meeting.	1.50	365.00	547.50
02/06/2026	MSH	Teleconference with J. Hegendeffer (IPL) and P. Speake regarding draft EPC contract.	0.25	365.00	91.25
02/06/2026	DLH	Reviewed EMA agreement, teleconference with J. Hegendeffer, IPL Partners regarding EMA agreement.	1.00	365.00	365.00
02/06/2026	PMS	Teleconference with J. Hegendeffer and M. Harward regarding draft EPC contract.	0.25	365.00	91.25
02/07/2026	DLH	Reviewed EMA agreement, reviewed EPC agreement on switchyard.	2.25	365.00	821.25
02/08/2026	PMS	Correspondence with J. Bergin (Polsinelli) regarding newly edited Ground lease, reviewed same, correspondence with D. Healy and M. Harward regarding same.	0.50	365.00	182.50
02/09/2026	PMS	Edited and drafted comments to Ground Lease, correspondence with C. Dissell and D. Martin (Gilmore & Bell) regarding status of review of same.	0.75	365.00	273.75
02/10/2026	MSH	Edited draft EMA; teleconference with D. Healy regarding same.	0.75	365.00	273.75
02/10/2026	DLH	Teleconference with M. Harward regarding EMA, reviewed same.	0.50	365.00	182.50

02/10/2026	PMS	Edited and drafted comments to newly edited Ground Lease, researched, reviewed Power Purchase Agreement, correspondence with J. Hegendeffer, D. Martin (Gilmore & Bell), D. Healy, M. Harward, and C. Dissell regarding same.	4.50	365.00	1,642.50
02/11/2026	MSH	Edited draft EMA; correspondence with D. Healy regarding same.	2.00	365.00	730.00
02/11/2026	DLH	Reviewed Switchyard EPC, teleconference with P. Speake regarding same; reviewed edits to EMA, edited same.	4.50	365.00	1,642.50
02/11/2026	PMS	Participated in meeting with D. Healy regarding EPC Contract for Switchyard, edited EPC Contract and Terms and Conditions for Switchyard Project, correspondence with J. Hegendeffer, D. Healy, C. Dissell, and M. Harward regarding same, follow-up teleconference with D. Healy regarding same.	5.75	365.00	2,098.75
02/12/2026	MSH	Teleconference with J. Hegendeffer (IPL) and Rainbow to review draft EMA; edited draft EMA; correspondence with J. Hegendeffer and D. Healy regarding same.	2.75	365.00	1,003.75
02/12/2026	DLH	Teleconference with J. Hegendeffer and Rainbow to review EMA, edited same.	1.25	365.00	456.25
02/16/2026	MSH	Teleconference with J. Hegendeffer (IPL) and D. Healy to review draft EMA; correspondence with same regarding same.	1.00	365.00	365.00
02/16/2026	DLH	Teleconference with J. Hegendeffer and M. Harward to review draft EMA; correspondence with same regarding same.	1.00	365.00	365.00
02/18/2026	MSH	Teleconference with J. Savitz (Nebius) and J. Hegendeffer (IPL) and D. Healy regarding Nebius Letter of Credit.	0.25	365.00	91.25
02/18/2026	DLH	Teleconference with J. Savitz (Nebius), J. Hegendeffer and M. Harward regarding Nebius Letter of Credit.	0.25	365.00	91.25
02/19/2026	MSH	Teleconference with J. Hegendeffer (IPL), C. Williams (IPP), D. Healy and P. Speake regarding final review of Lease Agreement; correspondence with D. Healy and P. Speake regarding PPA assignment terms and inclusion of lease.	0.50	365.00	182.50
02/19/2026	DLH	Prepared for teleconference regarding Ground Lease, correspondence with P. Speake and M. Harward regarding PPA assignment terms and inclusion of lease, participated in meeting to finalize Ground Lease.	1.00	365.00	365.00
02/19/2026	PMS	Reviewed newly edited Ground Lease in preparation for meeting to finalize same, participated in meeting to finalize Ground Lease.	1.25	365.00	456.25
02/20/2026	PMS	Edited proposed Demolition and Road Use provisions for Bond Lease.	1.00	365.00	365.00
02/22/2026	PMS	Correspondence with J. Hegendeffer, D. Healy and M. Harward regarding edited Demolition and Road Use provisions for Bond Lease.	0.25	365.00	91.25

02/23/2026	MSH	Teleconference with D. Healy and P. Speake regarding lease agreement.	0.25	365.00	91.25
02/23/2026	DLH	Teleconference with M. Harward and P. Speake regarding lease agreement.	0.25	365.00	91.25
02/23/2026	PMS	Teleconference with D. Healy and M. Harward regarding lease agreement.	0.25	365.00	91.25
				Sub-total Fees:	17,246.25

Rate Summary

Matthew S. Harward	7.75	hours at $365.00/hr	2,828.75
Douglas L. Healy	12.00	hours at $365.00/hr	4,380.00
Penny M. Speake	27.50	hours at $365.00/hr	10,037.50
Total hours:	47.25		

Payments

02/13/2026	Payment	40,141.29
02/13/2026	Payment	30,910.00
02/13/2026	Payment	20,075.00
02/13/2026	Payment	16,543.75
02/28/2026	Payment	14,565.00
	Sub-total Payments:	122,235.04

Total Current Billing:	17,246.25
Previous Balance Due:	122,235.04
Total Payments:	-122,235.04
Total Now Due:	**17,246.25**

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: Healy Law Offices, LLC, - 3010 E. Battlefield, Suite A, Springfield, MO 65804	**Munis Vendor ID #** 158693 **Or attach Supplier's W-9 Form**
Purchase Requisition #: P.O. 26000661	**Estimated cost: $** 225,000.00

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 –** Provide legal assistance through MPUA, associated with FERC and SPP filings related to new generation interconnect

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: Appr. attached	Title: Director of Power & Light

City Manager Authorization (Emergency Purchases Only)

Signature:	Date:

Khristina Irvine

From: Joseph Hegendeffer
Sent: Monday, March 9, 2026 8:43 AM
To: Khristina Irvine
Cc: Amy Finch
Subject: RE: Statement number 23304

I approve. Thanks

INDEPENDENCE
POWER & LIGHT

Joe Hegendeffer
Director

O - 816.325.7494
jhegendeffer@indepmo.org

20201 E Jackson Dr.
Independence MO 64057

From: Khristina Irvine <kirvine@indepmo.org>
Sent: Monday, March 9, 2026 8:39 AM
To: Joseph Hegendeffer <jhegendeffer@indepmo.org>
Cc: Amy Finch <afinch@indepmo.org>
Subject: RE: Statement number 23304

Joe forgot we need new approval for the sole source. Thanks!

INDEPENDENCE
POWER & LIGHT

Khristina Irvine
Assistant to the Director

O – 816-325-7434
kirvine@indepmo.org

20201 E. Jackson Dr.
Independence, MO 64057

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a purchase order for $145,651.08, and to authorize change orders up to ten percent (10%) of the authorized amount, to Eagle Eye Power Solution, LLC, for additional equipment for the Eagle Eye Vigilant Battery Monitoring System – monitors, sensors, chargers, installation, etc., for the Power & Light Department (IPL). **Approved**

Recommendations:

Council approval is recommended.

Background:

The Transmission and Distribution Substation Division of IPL is continuing the implementation of the Eagle Eye Vigilant Battery Monitoring System and BC 2500 Battery Chargers with built-in redundancy to meet NERC compliance for 2029. Power & Light would be using the sole source supplier, Eagle Eye Power Solutions, LLC to match existing brands or equipment for compatibility.

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

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $145,651.08. Funding for this equipment is included in the fiscal year 2025-2026 adopted budget, page 343, project account number 0217021-5406-202511, Substation Battery Charger, IPL fund 021.

Council Action:

Department / Contact Power and Light /

REVIEWERS

Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Estimate 413433846
2. Sole - Emergency Source Form Eagle Eye 2-5-2026

EAGLE EYE POWER SOLUTIONS

Eagle Eye Power Solutions, LLC
6306 Eastwood Court
Mequon WI 53092
United States
1-877-805-3377
accounting@eepowersolutions.com

Quote #413433846

Please include this number on all purchase orders.

Date: 2/2/2026

Expires: 5/1/2026

Company City of Independence
PO Box 1019
Independence MO 64051
United States

Prepared For Lee Donner
Email ldonner@indepmo.org
Phone (816) 564-9822

Prepared By Chad Teichmiller
Email chadt@eepowersolutions.com
Phone 414-858-8717

Item #	Product	Quantity	Sales Price	Total Price
1	VIGILANT MONITOR-MV Vigilant Monitor - Voltage Input Range: 95-365VDC	4	$2,350.00	$9,400.00
2	VIGILANT SENSOR Cell/unit sensor for 1.2V - 16V nominal voltages	240	$130.00	$31,200.00
3	VIGILANT HW KIT VIGILANT Hardware Kit - per sensor	240	$20.00	$4,800.00
4	EES VIGILANT INSTALL Complete Installation, Start-Up & Commissioning of Vigilant BMS system Includes: -Eagle Eye certified and guaranteed install -Non-invasive wire routing -Warranty activation -System startup -System commissioning -Initial PM of battery system & charger -Service and commissioning report -Advanced remote support folder creation	4	$7,500.00	$30,000.00

413433846

EAGLE EYE POWER SOLUTIONS

Eagle Eye Power Solutions, LLC
6306 Eastwood Court
Mequon WI 53092
United States
1-877-805-3377
accounting@eepowersolutions.com

Quote #413433846

Please include this number on all purchase orders.

Date: 2/2/2026

Expires: 5/1/2026

Item #	Product	Quantity	Sales Price	Total Price
5	EE-Charger Battery Charger - 208/240VAC 1ph 50/60HZ, 130VDC 64A Output, w/16 iPMs, 16 Slot Chassis, Standard Breakers, Lightning Arrestor, Ground Fault Detection Switch (Default Set to Off), Standard Single Dry Contact, Standard SNMP V2, 10 ft Battery Temperature Sensor Cable, 10 ft Remote DC Voltage Sensing Cable. UL Listed. 5-Year Warranty. BC-250013064-1611111100.	4	$12,871.52	$51,486.08
6	EES SP INSTALL Charger Removal and Disposal BC25000 Charger Installation and Commissioning (Mounting Only) *AC and DC Connections are not included in pricing	4	$4,500.00	$18,000.00
7	SHIPPING & HANDLING Freight cost to ship all 4 Vigilant systems to Missouri Tracking #:	1	$250.00	$250.00
8	SHIPPING & HANDLING Freight cost to ship all 4 chargers to Missouri Tracking #:	1	$515.00	$515.00
			Subtotal	$145,651.08
			Tax (%)	$0.00
			Grand Total	$145,651.08

413433846

Eagle Eye Power Solutions, LLC
6306 Eastwood Court
Mequon WI 53092
United States
1-877-805-3377
accounting@eepowersolutions.com

Quote #413433846

Please include this number on all purchase orders.

Date: 2/2/2026

Expires: 5/1/2026

Considering an Extended Warranty?

Eagle Eye Power Solutions offers extended warranties on most of our products.
Speak to your sales rep for further information.

Did you know that we offer education?

Visit eepowersolutions.com/eeu/ for more information.

Service Installation Pricing Notice:

Quoted pricing for Battery Monitoring System (BMS) and Stationary Power (SP) installations is based on standard weekday installations during normal business hours. BMS pricing is based on the expectation of completing multiple system installations per week to maximize scheduling and travel efficiencies. All pricing assumes typical site conditions, equipment, and materials, and is subject to change following a detailed site survey. Eagle Eye Power Solutions reserves the right to adjust pricing if unique site constraints, limited scheduling flexibility, additional equipment or materials, or unforeseen conditions arise that were not accounted for in the initial quote.

Terms and Conditions:

All quotes and purchase orders are subject to Eagle Eye Power Solutions, LLC (“Eagle Eye”) Standard Terms and Conditions, which are available on request or by visiting https://eepowersolutions.com/standard-terms-and-conditions-of-sale/. The invoice is subject to a 1.5% per month late fee on any past due balance. Non-payments are subject to late fees and liable for legal and collection charges, including court and attorney fees. All credit card transactions are subject to a 3% processing fee on all chargeable items. Customer agrees to be responsible for all applicable sales or use tax. All returns must be authorized by Eagle Eye, received within thirty (30) days from date of delivery, and are subject to a minimum 25% restocking fee. Custom products are not eligible for return. Returns shall not be accepted after the thirty (30)-day return period unless subject to the Limited Warranty provisions. Purchase orders may be e-mailed to sales@eepowersolutions.com. For Phone (Verbal) Orders, please call 1-877-805-3377.

Unless otherwise agreed to in writing Delivery is EXW (Company Facility or Origin) Incoterms® 2020. All shipments will be made on a freight prepaid and add basis unless otherwise agreed upon.

Freight Estimate, if provided, is calculated for shipment to a commercial location in the USA.

On imported goods, product pricing includes any inbound shipping, Brokerage and Customs Fees, duties and import taxes - Product pricing is subject to change in the event that a government-imposed tariff increase alters the duty and tax costs.

Please include quotation number on all purchase orders.

413433846

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: Eagle Eye Power Solutions, LLC 6306 Eastwood Court, Mequon, WI 53092	**Munis Vendor ID #** **Or attach Supplier's W-9 Form**
Purchase Requisition #:	**Estimated cost: $** 145,651.08

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

- ☐ **Licensed or patented** – supplier has a license or patent that makes them the Limited provider.
- ☐ **One-of-a-kind –** there are no competitive alternatives available on the market.
- ☐ **Limited Distributor –** Supplier is the Limited distributor for the region or municipality
- ☑ **Compatibility –** must match existing brand or equipment for compatibility.
- ☐ **Warranty/Replacement part –** for a specific brand or factory authorized warranty services.
- ☐ **Grant** – Requirements for specific goods/services established in the grant language. Attach grant for support.
- ☐ **Unique design** – must meet physical design or quality standards.
- ☐ **Public Utility Services** – Necessary adjustment of utility facilities.
- ☐ **Other** – _____

If this is an emergency purchase, check all that apply and give a brief description of the situation:

- ☐ **Response to a threat to health, welfare or public safety**
- ☐ **Protection of preservation of public property**
- ☐ **Major project's timeline does not allow for normal procedures in order to be completed**

Description – _____

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:

Khristina Irvine

From: Joseph Hegendeffer
Sent: Thursday, February 5, 2026 10:32 AM
To: Amy Finch; Lee Donner; Ricky de Aragon; Khristina Irvine
Cc: Briana Jarvis
Subject: RE: Eagle Eye Battery Monitoring and Chargers

I approve if we have a good place to purchase this out of.

INDEPENDENCE
★ POWER & LIGHT ★

Joe Hegendeffer
Director

O - 816.325.7494
jhegendeffer@indepmo.org

20201 E Jackson Dr.
Independence MO 64057

From: Amy Finch <afinch@indepmo.org>
Sent: Thursday, February 5, 2026 9:55 AM
To: Lee Donner <LDonner@indepmo.org>; Joseph Hegendeffer <jhegendeffer@indepmo.org>; Ricky de Aragon <rdearagon@indepmo.org>; Khristina Irvine <kirvine@indepmo.org>
Cc: Briana Jarvis <BJarvis@indepmo.org>; Amy Finch <afinch@indepmo.org>
Subject: RE: Eagle Eye Battery Monitoring and Chargers

Lee, there is sufficient budget capacity in CIP 202511.

Khristina, in the adopted budget book, page 93 is a sum of all of our FY25-26 Capital Projects, page 378 includes that specific capital project in the IPL list of projects. I'm not sure which one you would normally use on the agenda coversheet fiscal impact section.

Thanks,
Amy

INDEPENDENCE
★ POWER & LIGHT ★

Amy Finch

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve Change Order #2 to Purchase Order (PO) 25001038 to Walter P Moore in the amount of $73,875.00, to include a floodplain study for the replacement of the Rock Creek Trail pedestrian bridge for the Parks and Recreation Department, and authorizing change orders of up to ten percent (10%) of the new revised authorized total amount of the PO of $187,250.00. **Item passes 7-0**

Recommendations:

Council approval is recommended.

Background:

In June 2023, Parks and Recreation staff removed the Rock Creek Trail pedestrian bridge to prevent it from falling into the creek. The bridge had settled over 3 inches due to stream bank erosion and was unsafe for use.

Parks and Recreation staff contracted with Walter P Moore to evaluate the existing bridge for reuse and reinstallation in the same location. Walter P Moore determined the bridge was structurally sound, but the current location would continue to erode.

In April 2025, Purchase Order 25001038 was issued to Walter P Moore for $98,715.00 to prepare design plans and technical specifications for the relocation of the existing bridge to a stable section of the stream and design new headwalls for the bridge.

In November 2025, Change Order #1 was approved to include oversight of geotechnical requirements, bringing the new total to $113,375.

Change Order #2 revises the scope of services to satisfy Federal Emergency Management Agency (FEMA) requirements. This includes creating a corrected effective condition hydraulic model to reflect the construction of the pedestrian bridge crossing assumed to have been completed prior to the date of the effective hydraulic model (November 2009). It modifies the corrected effective condition hydraulic model to create a pre-project condition hydraulic model to incorporate 2018 USGS LiDAR topographic data in the vicinity of the project area, and also modifies the pre-project condition hydraulic model to create a proposed condition hydraulic model.

Walter P Moore will prepare a memorandum documenting the “no-rise” or “no adverse impact” condition associated with the project and complete the floodplain development permit for submittal to the City. This change order also amends the contract to reflect 2026 billing rates.

Approval of this item shall authorize change orders up to an additional ten percent of the new total amount of the purchase order, provided appropriations are available.

Emergency Justification:

Fiscal Impact:
The fiscal impact to the City totals $73,875.00. Funding was included in the FY2025-26 Adopted Budget on page 182, project 592503.

Council Action:

Department / Contact Parks, Recreation and Tourism /

REVIEWERS
Morris Heide
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Walter P Moore - CO #2 - Rock Creek Trail Bridge Detail
2. Walter P Moore - CO #2 - Rock Creek Trail Bridge Scope

Walter P Moore

City of Independence Parks & Recreation
Rock Creek Pedestrian Bridge & Stream Stablization
Amendment No. 3

KDM 3/17/2026

Item of Work	2026 Billing Rates							Tot Labor Costs	Reimb. Expenses	Sub-Consultant Expenses	Total Fee
	Managing Director	Team Director	Sr. Project Manager	Sr. Engineer	Engineer	Graduate Engineer	Sr. GIS Specialist				
	$350	$340	$330	$280	$210	$185	$255				
PHASE 1. Conceptual Design (15%)											
1.01. Pre-design											
~~A. Complete a pre-design walk through with the City to discuss and identify the limits of the project, limits of topography and boundary information needed, and any other site information which may impact the design of the project.~~	0	0	0					$ -			$ -
B. Develop design criteria for the project and prepare design memorandum, if requested.	1	2	2		4			$ 2,530			$ 2,530
1.02. Prepare conceptual plans for two (2) bridge locations and stream bank stabilization, include any topographic features, property owner information, utility service lines and property and easement lines available, as provided by the City.	1	2	1		14			$ 4,300			$ 4,300
1.03. Perform quality assurance review.	2	1	2					$ 1,700			$ 1,700
1.04. Field Check meeting w/ client: prepare for and attend meeting w/ client to review two (2) conceptual plans.	1	1	4					$ 2,010			$ 2,010
1.05. Project Management & Coordination											
A. Correspondence with City on project	4	2	4					$ 3,400			$ 3,400
B. Project progress meetings			1					$ 330			$ 330
SUBTOTAL CONCEPTUAL DESIGN (15%)	9	8	14	0	18	0	0	$14,270	0	0	$ 14,270
Conceptual Design Subtotal - Amendment No. 1 (Minus completed Task 1.01.A)											$ 12,840
SUBTOTAL CONCEPTUAL DESIGN DIFFERENCE											**$ 1,430**
PHASE 2. Preliminary Design (30%)											
2.01. Data Collection.											
~~A. Surveying. The City shall contract with the surveying firm, but the Consulting Engineer will coordinate the field data collection for the project limits as defined.~~											$ -
~~1. Control Surveys.~~			0		0			$ -			$ -
~~2. Field surveys.~~											$ -
~~3. Field locate geotechnical borings (assumes 1 additional trip by Surveyor).~~											$ -
~~B. Geotechnical investigation. The City shall contract with the geotechnical firm to drill exploratory borings at defined locations to determine existing subsurface conditions. The Consulting Engineer will coordinate the drilling locations.~~			0					$ -			$ -
2.02. Prepare preliminary plans.											
A. Cover sheet			0		1			$ 210			$ 210
B. General notes and legend			0		1			$ 210			$ 210
C. Survey reference information and alignment data sheet			0		4			$ 840			$ 840
D. Demolition plan			0		4			$ 840			$ 840
E. Bridge plan		2	1		16			$ 4,370			$ 4,370
F. Bridge abutments			0		8			$ 1,680			$ 1,680
1. Abutment details		1	0		8			$ 2,020			$ 2,020
G. Redi-Rock wall: plan & section		2	1		4			$ 1,850			$ 1,850
1. Wall details		1	0		8			$ 2,020			$ 2,020
H. Erosion and sediment control plan			1		8			$ 2,010			$ 2,010
2.03. Perform quality assurance review.	2	2	4					$ 2,700			$ 2,700
2.04. Develop preliminary opinion of probable project construction costs		2	2		16			$ 4,700			$ 4,700
2.05. Client Meeting: prepare for and attend meeting w/ client to review preliminary plans.	2	2	4					$ 2,700			$ 2,700
2.06. Project Management & Coordination											
A. Correspondence with City on project	2	4	2					$ 2,720			$ 2,720
B. Project progress meetings			2					$ 660			$ 660
SUBTOTAL PRELIMINARY DESIGN (30%)	6	16	17	0	78	0	0	$29,530	$0.00	$0.00	$ 29,530
Preliminary Design Subtotal - Amendment No. 1 (Minus completed Tasks 2.01.A. & B.)											$ 27,205
SUBTOTAL PRELIMINARY DESIGN DIFFERENCE											**$ 2,325**

Walter P Moore

City of Independence Parks & Recreation
Rock Creek Pedestrian Bridge & Stream Stablization
Amendment No. 3

KDM 3/17/2026

Item of Work	*2026 Billing Rates*							Tot Labor Costs	Reimb. Expenses	Sub-Consultant Expenses	Total Fee
	Managing Director $350	Team Director $340	Sr. Project Manager $330	Sr. Engineer $280	Engineer $210	Graduate Engineer $185	Sr. GIS Specialist $255				
PHASE 3. Final Engineering Design (90%)											
3.01. Address City review comments	4	12	4		8			$ 8,480			$ 8,480
3.02. Prepare final plans.											
A. Cover sheet			0					$ -			$ -
B. General notes and legend			0		1			$ 210			$ 210
C. Survey reference information and alignment data sheet			0		1			$ 210			$ 210
D. Demolition plan			0		1			$ 210			$ 210
E. Grading plan	2		1		12			$ 3,550			$ 3,550
F. Bridge plan & profile		2	1		10			$ 3,110			$ 3,110
G. Bridge abutments		1	0		8			$ 2,020			$ 2,020
1. Abutment details		1	0		1			$ 550			$ 550
H. Redi-Rock wall: plan & section		2	1		4			$ 1,850			$ 1,850
1. Wall details			0		1			$ 210			$ 210
I. Erosion and sediment control plan	2		0		2			$ 1,120			$ 1,120
3.03. Prepare Storm Water Pollution Prevention Plan in accordance with City standards	1		1		4			$ 1,520			$ 1,520
3.04. Perform quality assurance review.	2	2	4					$ 2,700			$ 2,700
3.05. Update preliminary opinion of probable project construction costs	2	2	2		8			$ 3,720			$ 3,720
3.06. Client Meeting: prepare for and attend meeting w/ client to review final plans	2	2	4					$ 2,700			$ 2,700
3.07. Project Management & Coordination											
A. Correspondence with City on project	2	2	4					$ 2,700			$ 2,700
B. Project progress meetings			2					$ 660			$ 660
SUBTOTAL FINAL ENGINEERING DESIGN (90%)	17	26	24	0	61	0	0	$35,520	$0.00	$0.00	$ 35,520
Final Design Subtotal - Amendment No. 1											$ 33,130
SUBTOTAL FINAL DESIGN DIFFERENCE											**$ 2,390**
PHASE 4. Final Documents - Plans & Technical Specs (100%)											
4.01. Address City review comments	2	2	2		4			$ 2,880			$ 2,880
4.02. Prepare final documents											
A. Cover sheet			0					$ -			$ -
B. General notes and legend			0					$ -			$ -
C. Survey reference information and alignment data sheet			0					$ -			$ -
D. Demolition plans			0					$ -			$ -
E. Grading plan			0		2			$ 420			$ 420
F. Bridge Plan & Profile			0		2			$ 420			$ 420
G. Bridge Abutments			0		2			$ 420			$ 420
1. Abutment details			0		4			$ 840			$ 840
H. Redi-Rock wall: plan & section			0		2			$ 420			$ 420
1. Wall details			0		4			$ 840			$ 840
I. Erosion and sediment control plan			0		4			$ 840			$ 840
J. Technical Specifications			4		20			$ 5,520			$ 5,520
4.03. Finalize Storm Water Pollution Prevention Plan in accordance with City standards	1		1		2			$ 1,100			$ 1,100
4.04. Perform quality assurance review.	2	2	2					$ 2,040			$ 2,040
4.05. Develop preliminary opinion of probable project construction costs			2		16			$ 4,020			$ 4,020
4.06. Client Meeting: prepare for and / or attend meeting w/ client to provide final plans and specs.			4					$ 1,320			$ 1,320
4.07. Project Management & Coordination											
A. Correspondence with City on project	1	2	4					$ 2,350			$ 2,350
B. Project progress meetings			1					$ 330			$ 330
SUBTOTAL FINAL DOCUMENTS - PLANS & TECHNICAL SPECS (100%)	6	6	20	0	62	0	0	$23,760	$0.00	$0.00	$ 23,760
Final Documents Subtotal - Amendment No. 1											$ 22,070
SUBTOTAL FINAL DOCUMENTS DIFFERENCE											**$ 1,690**

Walter P Moore

City of Independence Parks & Recreation
Rock Creek Pedestrian Bridge & Stream Stablization
Amendment No. 3

KDM 3/17/2026

Item of Work	*2026 Billing Rates*							Tot Labor Costs	Reimb. Expenses	Sub-Consultant Expenses	Total Fee
	Managing Director	Team Director	Sr. Project Manager	Sr. Engineer	Engineer	Graduate Engineer	Sr. GIS Specialist				
	$350	$340	$330	$280	$210	$185	$255				
PHASE 5. Additional Services											
5.03. Project Management & Coordination											
A. Correspondence with City on project			6					$ 1,980			$ 1,980
B. Project progress meetings			4					$ 1,320			$ 1,320
5.04. Hydraulic Analysis											
A. Data Collection and Coordination											
1. Kickoff meeting with client and internal kickoff meetings.	1	2	4	1		3		$ 3,185			$ 3,185
2. Design criteria, regulatory requirements and constraints			0			2		$ 370			$ 370
3. Bridge location evaluation and comparison tables and exhibits	2	4	2			4	4	$ 4,480			$ 4,480
B. Hydraulic Modeling											
1. Duplicate Effective Model		10	2	2		22		$ 8,690			$ 8,690
2. Corrective Effective Model		4	2	2		23	8	$ 8,875			$ 8,875
3. Pre-project Model		3	2	2		12		$ 4,460			$ 4,460
4. Proposed Model		14	5	6		36		$ 14,750			$ 14,750
C. No Rise / No Adverse Impact Certification											
1. Memorandum documenting No Rise / No Adverse Impact		8	2	5		32	10	$ 13,250			$ 13,250
2. Floodplain Development Permit		3	1	2		2		$ 2,280			$ 2,280
3. Address City review comments (1 round)		2	1	1		6		$ 2,400			$ 2,400
SUBTOTAL ADDITIONAL SERVICES	3	50	31	21	0	142	22	$66,040	0	0	**$ 66,040**

AMENDMENT NO. 3 TOTAL	**$ 73,875**

Prepared by: KDM

CITY OF INDEPENDENCE PARKS & RECREATION
ROCK CREEK PEDESTRIAN BRIDGE & STREAM STABILIZATION
AMENDMENT NO. 3

The Consulting Engineer's fee shall be amended for the following additional services:

Phase 1. Conceptual Design

Consulting Engineer's fee for Phase 1. – Conceptual Design shall be amended to reflect 2026 Billing Rates due to unforeseen and unpredictable project delays, not the fault of the Consulting Engineer.

Phase 2. Preliminary Design

Consulting Engineer's fee for Phase 2. – Preliminary Design shall be amended to reflect 2026 Billing Rates due to unforeseen and unpredictable project delays, not the fault of the Consulting Engineer.

Phase 3. Final Engineering Design

Consulting Engineer's fee for Phase 3. – Final Engineering Design shall be amended to reflect 2026 Billing Rates due to unforeseen and unpredictable project delays, not the fault of the Consulting Engineer.

Phase 4. Final Documents – Plans & Technical Specs

Consulting Engineer's fee for Phase 4. – Final Documents – Plans & Technical Specs shall be amended to reflect 2026 Billing Rates due to unforeseen and unpredictable project delays, not the fault of the Consulting Engineer.

Phase 5. Additional Services

5.03. Project Management & Coordination

A. Continued project management and coordination with the City on initial scope and additional services.

B. Attend additional project progress meetings with the client to coordinate additional services.

5.04. Hydraulic Analysis

A. Data Collection and Coordination

1. Walter P Moore will attend up to one kick-off meeting and one project update meeting to present the recommended bridge location and hydraulic results. Attendance by Walter P Moore Water Resources Engineering (WRE) staff is assumed to be virtual for up to one hour per meeting.
2. Walter P Moore will review relevant stormwater design criteria, regulatory requirements and constraints.
3. Walter P Moore will review and make bridge location recommendations. Walter P Moore will prepare draft comparison tables (i.e. water surface elevations, velocities, etc.).

B. Hydraulic Modeling

1. Walter P Moore will review and use the FEMA effective HEC-2 model that was provided by the City. Walter P Moore will import the HEC-2 model into HEC-RAS to create a duplicate effective hydraulic model. Hydrologic modeling is not included in this scope. Walter P Moore assumes that FEMA effective Flood Insurance Study flows will be used.

2. Walter P Moore will create a corrected effective condition hydraulic model to reflect the construction of the pedestrian bridge crossing assumed to have been completed prior to the date of the effective hydraulic model (November 2009). Based on our initial review of the FEMA effective HEC-2 model and Flood Insurance Study, the pedestrian bridge crossing located near the west side of East 25th Street South between South Northern Boulevard and South Sterling Avenue is not included in the effective FEMA data.
3. Walter P Moore will modify the corrected effective condition hydraulic model to create a pre-project condition hydraulic model to incorporate 2018 USGS LiDAR topographic data in the vicinity of the project area.
4. Walter P Moore will modify the pre-project condition hydraulic model to create a proposed condition hydraulic model. Walter P Moore will evaluate up to 2 locations. Walter P Moore understands that it is the City's intent to reuse the existing bridge span. Walter P Moore may propose additional earthwork or stream armoring based on the proposed conditions impacts and to seek to provide no rise compared to effective FEMA 100-year and floodway conditions.

C. No Rise / No Adverse Impact Certification

1. Walter P Moore will prepare a memorandum documenting the "no-rise" or "no adverse impact" condition associated with the project for review and approval by the City, documenting the recommended location for the bridge replacement.
2. Walter P Moore will complete the floodplain development permit for submittal to the City.
3. Walter P Moore will review and address up to one round of comments from the City. More than one round of comments from the City will require additional services.

Schedule

Walter P Moore will endeavor to perform the above scope of work within the following durations:

- Data Collection: 2 weeks
- Hydraulic Modeling: 7 weeks
- No Rise / No Adverse Impact Certification: 3 weeks

Exclusions to Hydraulic Analysis Additional Services

These services are excluded because either the scope is still undefined, the work is not anticipated to be required, or the work is to be provided by others or another group within Walter P Moore from whom you have received a separate proposal. If it becomes necessary for Walter P Moore to provide any of these or other services beyond the scope of our Basic Services and said services are authorized by the Client, Walter P Moore will prepare a contract amendment for the services.

Specifically excluded services include:

A. Surveying. Additional survey is not anticipated. If additional survey is required, a contract amendment will be required.

B. Hydrologic analysis.

C. Condition Letter of Map Revision (CLOMR).

D. Letter of Map Revision (LOMR).

E. Submittals and responses to comments from agencies other than the City of Independence.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a change order to P.O. 26001042 to Allied Power Group, in the amount of $74,400.00 (including an estimated $5,000 for shipping), and authorizing change orders of up to ten percent (10%) of the authorized amount, for additional rotor repairs due to the misalignment of the J-2 substation combustion turbine for the Power & Light Department (IPL). **Approved**

Recommendations:

Council approval is recommended.

Background:

During the previously approved major inspection of the J-2 combustion turbine, a misalignment in the bearings was found. This misalignment of the bearings is the root cause of the damage to the failed stage-1 (stg-1) buckets that were known to exist. Additional, unanticipated damage was found to the stage-2 (stg-2) buckets and other rotating components of the rotor that are currently being repaired by APG.

The bearing alignment is critical to maintaining the tight tolerances at high speeds that gas turbines operate under. The bearing misalignment caused rubbing between the rotating and non-rotating parts. Due to this rubbing, there was more damage than was expected from the initial borescope inspection that alerted staff to the original issues. A failure would be highly detrimental to the turbine and costly to repair. The unit operates frequently due to demand from the Southwest Power Pool (SPP) integrated market.

The additional requested work is based on the findings during the tear down of the rotor in the APG shop. This work will ensure a balanced rotor which is required for continually safe and reliable operation of the unit. The additional scope will include machining surfaces and other precision areas, as well as the replacement of hardware that had to be destroyed for the disassembly of the rotor as well as shipping.

Approval authorizes the Finance Director to approve a change order of $74,400 (including an estimated $5K for shipping) to P.O. 26001042 and to issue additional change orders up to a total of ten (10) percent of the original authorized amount, providing that appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact on the city totals $475,913.09. The original amount of the P.O. was $401,513.09. Funding for the additional rotor repair for the J2 combustion turbine was included in a newly created project that was approved by city council on 12/15/25 and was incorporated into the 2025-2026 fiscal year. This was project account number 0217021-5406-202620-C, J-2 Substation Inspect & Repair, IPL Fund 021.

Council Action:

Department / Contact Power and Light /

REVIEWERS

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

ATTACHMENTS:

1. Quote - Allied Power Group - J2 Rotor Repairs (Combustion Turbine)
2. Sole Source - Allied Power Group - J2 Rotor Repairs (Combustion Turbine)

From: Marty Magby <mmagby@alliedpg.com>
Sent: Monday, March 2, 2026 3:16:16 PM
To: Toby Grogan <tgrogan@indepmo.org>
Cc: Burl Haney <bhaney@alliedpg.com>; Elaine Kaifes <ekaifes@indepmo.org>
Subject: RE: 20162 City of Independence F5LA Rotor - I&A Report

Will do

Thanks

Marty Magby
(316)303-4201

From: Toby Grogan <tgrogan@indepmo.org>
Sent: Monday, March 2, 2026 3:15 PM
To: Marty Magby <mmagby@alliedpg.com>
Cc: Burl Haney <bhaney@alliedpg.com>; Elaine Kaifes <ekaifes@indepmo.org>
Subject: RE: 20162 City of Independence F5LA Rotor - I&A Report

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.
Marty, Burl, Thank you for your time this afternoon. Please proceed with the items labeled (required to maintain rotor schedule) as we assess the remaining items.

Thank You

Toby Grogan
Maintenance Superintendent
1-816-564-4455
tgrogan@indepmo.org

21500 E Truman Road
Independence MO 64056

INDEPENDENCE
POWER & LIGHT

From: Marty Magby <mmagby@alliedpg.com>
Sent: Monday, March 2, 2026 2:52 PM
To: Toby Grogan <tgrogan@indepmo.org>

Cc: Burl Haney <bhaney@alliedpg.com>
Subject: RE: 20162 City of Independence F5LA Rotor - I&A Report

Toby

Below is the spreadsheet based on our call today

- Please authorize APG to proceed with the scope items with cost under the heading "Approval required to maintain rotor schedule"
- Please get approval for the remaining scope items as needed.

Let me know if you have any questions on the spreadsheets below.

Rotor Inspection and Repair

Item	Scope	Price	Unit	Qty	Approved	Approval required to maintain rotor schedule	Additional Items to be evaluated
1	Rotor De-stack & Inspection (items 1-20)	$132,250	per rotor	1	$132,250		
2	Rotor Repair, Assembly & Final Operations (Items 21-46)	$100,700	per rotor	1	$100,700		
3	De-blade/re-blade Individual compressor wheels (stages 1-16)	$5,700	per wheel	0		$0	
4	Thrust runner machining	$14,250	per rotor	0		$0	
5	Male or Female Patch Rings on stages 2 – 15	$2,850	each	9		$25,650	
6	Burnish probe areas and record ERO	$2,850	per location	1			$2,850
7	Stage 1 Female Patch Ring (Fwd. Stub)	$3,800	each	1		$3,800	
8	16 Stage Female Patch Ring (25" Rabbet)	$6,840	each	1		$6,840	
9	Repair Fwd. Coupling Face and Rabbet	$2,850	each	0		$0	
10	Repair Aft Coupling Face and Rabbet	$2,850	each	0		$0	
11	Grind Compressor Wheel Faces	$2,475	per face	0		$0	
12	New Compressor Bolts (1-set)	$34,725	Set	1		$34,725	
13	New Bucket Sealing & Locking hardware	$18,500	Set	0		$0	
14	New marriage bolts	$9,753	Set	2	$9,753	$9,753	
15	Coat bladed compressor wheels (Unstacked)	$35,979	per rotor	1			$35,979
16	Coat the turbine wheels - anti-corrosion (Unstacked)	$18,422	per rotor	1			$18,422
17	Apply anit-rock coating - disc restoration	$27,590	per wheel	0		$0	

N/A	Perform FOD Blending	$4,725	per rotor	1		$4,725	
N/A	Replace 1st Stage to 2nd Stage Turbine Wheel Marriage Bolts	$4,125	Set	1		$4,125	
N/A	Peen & Machine Tach Gear Face & Rabbet	$2,850	Each	2			$5,700
N/A	Machine Dummy Journal	$4,200	each	1		$4,200	
N/A	Machine Distance Piece Rabbet	$3,750	each	2			$7,500
N/A	Grind Distance Piece Fwd Face	$3,750	per face	1			$3,750
N/A	Relocate Axial & Radial Lock Pin Holes	$4,250	per wheel	2			$8,500
N/A	Machine D-Key Slot	$2,750	per wheel	2			$5,500
N/A	Supply Bucket Sealing & Locking Hardware	$9,500	Set	1			$9,500
N/A	Supply Double Extended D-Keys	$6,800	per wheel	2			$13,600
N/A	Inspect & Calibrate Over-Speed Trip Bolt	$7,500	each	1			$7,500
Total Initial Scope Items					$242,703		
Added Scope Items						$93,818	$118,801
Rotor Total						$336,521	$455,322

Stage 2 Buckets						
N/A	Inspection	$8,500	Set	1		$8,500
N/A	Repair	$49,500	Set	1		$49,500
Stage 2 Bucket Total		$58,000		1		$58,000

Current PO Amount	$401,513
Current Project Total W/Required Approvals	$394,521
Project Variance	$6,992

Additional Required Scopes	$44,600
Additional Required Scopes (To be determined, Highly Likely)	$9,450
Additional Optional Scopes	$64,751
Total Additional Scopes	$118,801
Project Total with Additional Scopes	$513,322
Project Variance (All Scopes Selected)	-$111,809

Regards

Thanks

Marty Magby
(316)303-4201

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: Allied Power Group	**Munis Vendor ID #** **Or attach Supplier's W-9 Form**
Purchase Requisition #:	**Estimated cost: $** 401,513.09

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** – TIME - able to complete repairs faster than OEM and allow us to get J-2 into the SPP pool

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 – replace STG-1 buckets unstack restack and balance rotor

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:

From:	Joseph Hegendeffer
To:	Toby Grogan
Cc:	Khristina Irvine; Elaine Kaifes; Lisa Bateman
Subject:	RE: J-2 Major Inspection/ rotor work Sole source
Date:	Friday, October 31, 2025 8:15:03 AM
Attachments:	image002.png image003.png

I approve both of these sole source requests. Thanks

INDEPENDENCE
POWER & LIGHT

Joe Hegendeffer
Director

O - 816.325.7494
C - 816.267.3587
jhegendeffer@indepmo.org

21500 E Truman Rd.
Independence MO 64056

From: Toby Grogan <tgrogan@indepmo.org>
Sent: Thursday, October 30, 2025 8:49 AM
To: Joseph Hegendeffer <jhegendeffer@indepmo.org>
Cc: Khristina Irvine <kirvine@indepmo.org>; Elaine Kaifes <ekaifes@indepmo.org>; Lisa Bateman <lbateman@indepmo.org>
Subject: J-2 Major Inspection/ rotor work Sole source

Good Morning Joe, I have attached two sole source documents for your approval. Both are for the Major Inspection for J-2 funding we are putting in front of the council in two weeks.

Thank You

Toby Grogan
Maintenance Superintendent
1-816-564-4455
tgrogan@indepmo.org
21500 E Truman Road
Independence MO 64056

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a change order to P.O. 26001018 to GE Vernova, in the amount of $474,360.98 and authorizing change orders of up to ten percent (10%) of the authorized amount, for an alignment of the J-2 substation combustion turbine for the Power & Light Department (IPL). **Approved**

Recommendations:

Council approval is recommended.

Background:

During the previously approved major inspection of the J-2 combustion turbine, a misalignment in the bearings was found. This misalignment of the bearings is the root cause of the damage to the failed stage-1 (stg-1) buckets that were slated to be replaced, as well as the unanticipated damage that was discovered to the stage-2 (stg-2) buckets and is being repaired.

The bearing alignment is critical to maintaining the tight tolerances at high speeds that gas turbines operate under. Without proper bearing alignment, the new stg-1 buckets and other rotating components will fail. A failure would be highly detrimental to the turbine and costly to repair. The unit operates frequently due to demand from the Southwest Power Pool (SPP) integrated market.

The requested bearing alignment is required for continual safe and reliable operation of the unit. A bearing alignment will include onsite assembly, bolting up and disassembly of the turbine case and bearing covers by a specialized group from GE Vernova, the original equipment manufacturer and sole source provider.

Approval authorizes the Finance Director to approve a change order of $474,360.98 to P.O. 26001018 and to issue additional change orders up to a total of ten (10) percent of the original authorized amount, provided that appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact on the city totals $2,489,376.31. The original amount of the P.O. was $2,015,015.33. Funding for the additional alignment for the J2 combustion turbine was included in a newly created project that was approved by city council on 12/15/25 and was incorporated into the 2025-2026 fiscal year. This was project account number 0217021-5406-202620-C, J-2 Substation Inspect &Repair, IPL Fund 021.

Council Action:

Department / Contact Power and Light /

REVIEWERS

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

ATTACHMENTS:

1. Quote - GE Vernova - J2 Alignment (Combustion Turbine)
2. Sole Source - GE Vernova - J2 Alignment (Combustion Turbine)

GE Vernova
International LLC

Michelle Williams
Account Manager
GE Vernova Gas Power

600 Galleria Parkway SE
Atlanta, GA 30339

C 314-285-9062
michelle.williams3@gevernova.com

Date: February 9, 2026

Attention: Toby Grogan
City of Independence
Sub J
jgrogan@indepmo.org

Subject: J-2 Bearing Alignment

Valid Through: March 11, 2026

Proposal No.: 1695751-1

Work Scope: GE Vernova International LLC (GEVINT) is pleased to provide the following scope:

Prepare the unit for alignment with a crew consisting of a mechanical field engineer, superintendent, three APM Certified Mechanics, three APM SMEs, and two Journeymen millwrights working seven 12 hour shifts. Perform bearing alignment with a crew of consisting of a mechanical field engineer, superintendent, three APM Certified Mechanics, three APM SMEs, and two On-Site Repair Specialists working five 10 hour shifts. Assume no work on Sundays or holidays.

T&M Rates: Rates per the table below, which includes any applicable discounts:

Service Description	Standard Rate $/hr	Overtime 1 $/hr	Overtime 2 $/hr	Per Diem $/day
Field Engineer/Advisor	$490.50	$735.75	$981.00	$360.00
APM Superintendent	$166.00	$244.40	$299.00	$273.00
APM MW Certified Mechanic (DS)	$112.62	$150.15	$187.69	$273.00
APM MW SME (DS)	$113.39	$151.33	$189.24	$273.00
APM Journeyman (DS)	$109.40	$145.42	$181.38	$127.00
Gas Onsite Repair Specialist	$571.50	$857.25	$1,143.00	$360.00

Labor Pricing: Time & Material Estimate for TA and Craft Labor Support **$ 394,963.48**

Purchases and Rental Pricing: Purchased labor and materials and rentals to be billed at cost plus 30%. Estimate includes consumables and rental for tooling, forklift, office trailers, and portable restrooms. **$ 79,397.50**

TOTAL T&M ESTIMATE $ 474,360.98

Service Request: Please contact Michelle Williams at 314-285-9062, michelle.williams3@gevernova.com and send purchase order to GE Vernova International LLC via the above stated e-mail to schedule services.

T&M Rate Basis: 1. The normal workday and normal workweek are defined as eight (8) consecutive hours and five (5) consecutive normal workdays, respectively, excluding any holidays or weekends All time in excess of the normal workday or normal workweek will be billed at the applicable rate and multiplier as set forth below.

Normal	1.00 x Standard Rate
Overtime 1	1.50 x Standard Rate
Overtime 2	2.00 x Standard Rate
Peak	1.20 x Applicable Rate
<72 hour notice	2.00 x Applicable Rate

2. Overtime 1 applies to billable hours on Saturday and normal workday hours greater than 8 but less than 12 consecutive hours.

3. Overtime 2 applies to billable hours on Sundays, holidays and normal workday hours greater than 12 consecutive hours.

4. Peak multiplier applies to billable hours at the applicable rate from February 26th to May 13th and October 1st to November 25th. When committed 60 days or earlier before start of peak period (date), the peak adder can be waived.

5. Travel time will be charged at the applicable hourly rate (i.e., standard rates times applicable multiplier(s) as set forth in 1 above) on a round trip basis with point of departure based on the location of the GE representative's office/service center.

6. Travel and Living (T&L) for the continental U.S.A. will be billed for all days during the assignment including weekends and travel days by the GEV representative responsible for providing the service, as follows:

T&L-for Field Engineer and Craft	per the table above
Air, train, rental car, or public transportation	Cost plus 30% administrative fee

7. Purchased labor and materials will be billed at cost plus 30%.

8. Consult with your local GE Energy representative to determine any applicable charges for special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates.

9. Minimum billing of 8 hours for all services provided, including standby time.

Payment Terms: Pro rata payment shall become due as work is completed upon receipt of Seller's invoice. Payments by City of Independence are due within thirty (30) days from the receipt of Seller's invoice without any setoff (including, without limitation, setoff under other contracts with Seller or with GE Vernova or its affiliates).

Terms and Conditions: Unless otherwise stated, this Proposal shall be considered Extra Work to and subject to the terms and conditions of the 2026 IPL Major Inspection quote 1695751

Customer Approval: _____ **Date:** _____

Purchase Order No. _____

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: GE Vernova 58 Charles st. cambridge Massachusetts 02141	**Munis Vendor ID #** 109500 **Or attach Supplier's W-9 Form**
Purchase Requisition #:	**Estimated cost: $** 2,015,015.33

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

- ☐ **Licensed or patented** – supplier has a license or patent that makes them the Limited provider.
- ☐ **One-of-a-kind –** there are no competitive alternatives available on the market.
- ☑ **Limited Distributor –** Supplier is the Limited distributor for the region or municipality
- ☑ **Compatibility –** must match existing brand or equipment for compatibility.
- ☑ **Warranty/Replacement part –** for a specific brand or factory authorized warranty services.
- ☐ **Grant** – Requirements for specific goods/services established in the grant language. Attach grant for support.
- ☑ **Unique design** – must meet physical design or quality standards.
- ☐ **Public Utility Services** – Necessary adjustment of utility facilities.
- ☐ **Other** – _____

If this is an emergency purchase, check all that apply and give a brief description of the situation:

- ☐ **Response to a threat to health, welfare or public safety**
- ☐ **Protection of preservation of public property**
- ☐ **Major project's timeline does not allow for normal procedures in order to be completed**

Description – _____
GE is The OEM of the equipment ands has historically done the bulk of IPL on site work.

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:

From: Joseph Hegendeffer
To: Toby Grogan
Cc: Khristina Irvine; Elaine Kaifes; Lisa Bateman
Subject: RE: J-2 Major Inspection/ rotor work Sole source
Date: Friday, October 31, 2025 8:15:03 AM
Attachments: image002.png
image003.png

I approve both of these sole source requests. Thanks

INDEPENDENCE
★ POWER & LIGHT ★

Joe Hegendeffer
Director

O - 816.325.7494
C - 816.267.3587
jhegendeffer@indepmo.org

21500 E Truman Rd.
Independence MO 64056

From: Toby Grogan <tgrogan@indepmo.org>
Sent: Thursday, October 30, 2025 8:49 AM
To: Joseph Hegendeffer <jhegendeffer@indepmo.org>
Cc: Khristina Irvine <kirvine@indepmo.org>; Elaine Kaifes <ekaifes@indepmo.org>; Lisa Bateman <lbateman@indepmo.org>
Subject: J-2 Major Inspection/ rotor work Sole source

Good Morning Joe, I have attached two sole source documents for your approval. Both are for the Major Inspection for J-2 funding we are putting in front of the council in two weeks.

Thank You

Toby Grogan
Maintenance Superintendent
1-816-564-4455
tgrogan@indepmo.org
21500 E Truman Road
Independence MO 64056

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to issue a change order to P.O. 26001155 to Belger Cartage Service, in the amount of $95,101 and authorizing change orders of up to ten percent (10%) of the authorized amount, for crane service during the alignment and reassembly of the J-2 substation combustion turbine for the Power & Light Department (IPL). **Approved**

Recommendations:

Council approval is recommended.

Background:

Belger Cartage is a preferred vendor with a current price agreement. During the previously approved major inspection of the J-2 combustion turbine, a misalignment in the bearings was found. This misalignment of the bearings is the root cause of the damage to the failed stage-1 (stg-1) buckets that were slated to be replaced, as well as the damage that was discovered to the stage-2 (stg-2) buckets and is being repaired.

The bearing alignment is critical to maintaining the tight tolerances at high speeds that gas turbines operate under. Without the proper bearing alignment, the new stg-1 buckets and other rotating components will fail. A failure would be highly detrimental to the turbine and costly to repair. Belger will also assist in the final assembly of the J-2 combustion turbine. The unit operates frequently due to demand from the Southwest Power Pool (SPP) integrated market.

The requested bearing alignment is required for continually safe and reliable operation of the unit. A bearing alignment will include onsite assembly, bolting up and disassembly of the turbine case and bearing covers by a specialized group from GE Vernova, the original equipment manufacturer and sole source provider.

There is remaining funding in the original P.O. of $33,769 that can be put towards this change order for the crane service (quoted at $128,870). Approval authorizes the Finance Director to approve a change order of $95,101 to P.O. 26001155 and to issue additional change orders up to a total of ten (10) percent of the original authorized amount, providing that appropriations are available.

Emergency Justification:

Fiscal Impact:

The fiscal impact on the city totals $194,051. The original amount of the P.O. was $98,950. Funding for the crane service during the alignment and reassembly of the J-2 substation

combustion turbine was included in a newly created project that was approved by city council on 12/15/25 and was incorporated into the 2025-2026 fiscal year. Project account number 0217021-5406-202620-C, J-2 Substation Inspect & Repair, IPL Fund 021.

Council Action:

Department / Contact Power and Light /

REVIEWERS

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

ATTACHMENTS:

1. Quote - Belger Cartage Service - J2 Crane Service after Alignment (Combustion Turbine)

BELGER
Cartage Service, Inc.
A CENTURY OF HEAVY LIFTING

Lenexa Division • 9801 Alden Street, Lenexa, KS 66215 •816-472-0000 • www.Belger.net

Date: Tuesday, March 17, 2026

ESTIMATED CO

Customer: City of Independence

$128,870.00

Project: 2026-05 Outage Terms: Credit Account

We propose to provide Labor, Materials, Tools and Equipment to perform work as directed at:

Scope of Work: Setup 80 Ton Crane on 5/11/26 for Bearing Alignment Work - Begin w/ 100 Ton Crane Hoisting on 5/20/26. Manned 100 Ton Crane to assist IPL with Rotor Install. Schedule 7-12s. Demob on 6/12/26 - Heaviest Lift is 30,000 lbs @ 35 FT

Description of Services	*Quantity*	*Rate*
Mobilization	1	$2,400.00
Setup	1	$875.00
Manned - 40 Ton Hydraulic Crane - 4 hr min	56	$250.00
Overtime Rate	40	$320.00
Doubletime Rate	12	$370.00
Manned - 100 Ton RT - 8 hr min	144	$275.00
Overtime Rate	108	$345.00
Doubletime Rate	36	$395.00
Teardown	1	$875.00
Demobilization	1	$2,400.00

Quotation Based on (12)HRs per Day, (7)Days per Week, for (5) Weeks

Conditions:

1. All pricing is subject the equipment and manpower availability at the time that work is scheduled.
2. Free and clear access is to be provided to Belger Cartage Service, Inc.
3. Pricing is based on all work being performed during our regular business hours of 8:00 am to 4:30 pm Monday through Friday.
4. All times are portal to portal (Belger yard to Belger yard) with a 4 hour minimum charge.
5. Equipment which may be delivered, brought upon or delivered is at the sole risk of the lessee. Belger Cartage Service, Inc. Is hereby relieved from any and all responsibility for damage to any curb, sidewalk, drive, lawn or appurtenance adjacent to the said premises.
6. Cancellations must be received by 4:00 pm Central Time to avoid a 4 hour minimum charge.
7. It is the customer's responsibility to provide accurate weights and dimensions for all components. The proposed use of equipment/crane is subject to change in the event information is received that renders the current proposal ineffective and may change all fees included in this quote.
8. All Electrical and Mechanical disconnect and reconnect is excluded unless noted otherwise in Scope of bid.
9. All machinery moves are set in place only and specifically exclude fine leveling or anchoring of machinery unless noted otherwise in Scope of bid.
10. All crating materials to remain on site and are the responsibility of customer to dispose of.
11. Quotation Valid for 60 Days.
12. ırrier or others will result in additional charges.
13. All charges will be invoice using current rates and actual time.

Thank you for the opportunity to price your work.

Mark Renne
Sales Manager
Belger Cartage Service, Inc.
A Century of Heavy Lifting
Office: (816)472-0000
Direct: (816)898-1205
Email: MRenne@Belger.net
9801 Alden Street
Lenexa, KS 66215
www.belger.net

Proposal Accepted By:

Signature: _____

Name: _____

Company: _____

Date: _____

TERMS and CONDITIONS of AGREEMENT/WORK ORDER

The complete terms and conditions that govern this Agreement are found at found at URL: belger.net and are fully incorporated by reference into this Agreement.

1. THESE TERMS AND CONDITIONS SHALL PREVAIL OVER ALL INCONSISTENT PROVISIONS IN ANY OTHER CONTRACT DOCUMENTS, INCLUDING ANY PURCHASE ORDER ISSUED AT ANY TIME, RELATING TO ANY QUOTE, BID, OR PROPOSAL. Customer shall be conclusively deemed to have accepted the terms and conditions herein, and to have entered into this Agreement with Belger Cartage Service, Inc. (hereinafter "Company or Lessor") This Agreement shall be interpreted in accordance with the laws of the State of Missouri and the laws of the United States of America, including, but not limited to, federal transportation law while the Cargo or Equipment is in transit. However, for any accident occurring outside the State of Missouri, paragraph 3 is deleted and incorporated by reference into this agreement is the state specific Indemnity provision for the state where the accident occurs, which may be found at URL: belger.net .

2. CHANGE IN CONDITIONS. Any changes to the condition of the site or work from the time of the proposal to the time when Company starts the work shall be the responsibility of the Customer. Customer shall immediately notify Company by email of any changes not previously disclosed regarding the setup or site conditions. In the event of an increase in the work, the contract price shall be increased by a fair and reasonable valuation based upon the original contract rates. In either an increase or decrease in work, Customer shall provide an extra work notification to Company. Signing a time sheet is an automatic or extra work notification & serves as authorization of overtime pay.

3. MISSOURI INDEMNIFICATION: IT IS THE PARTIES INTENT THAT THIS PROVISION IS SPECIFICALLY IN COMPLIANCE WITH ALL MISSOURI LAWS, AND TO THE FULLEST EXTENT PERMITTED BY MISSOURI LAW, LESSEE AGREES TO INDEMNIFY, RELEASE, AND SAVE LESSOR, ITS EMPLOYEES AND AGENTS HARMLESS FROM ALL CLAIMS OR LOSS FOR DEATH OR INJURY TO PERSONS INCLUDING LESSOR'S AND LESSEE'S EMPLOYEES, OF ALL LOSS, DAMAGE OR INJURY TO PROPERTY, INCLUDING THE EQUIPMENT, ARISING IN ANY MANNER OUT OF LESSEE'S OPERATION OR USE OF THE EQUIPMENT. IT IS THE PARTIES' INTENT THAT THIS DUTY TO INDEMNIFY IS AS BROAD AS PERMITTED BY MISSOURI LAW. Lessee's duty to indemnify hereunder shall include costs or expenses arising out of claims specified herein, including all court and/or arbitration costs, filing fees, attorneys' fees and costs of settlement. Pursuant to V.A.M.S. 434.100, Lessee shall not be required to indemnify or hold harmless Lessor for Lessor's own negligence or wrongdoing. However, pursuant to V.A.M.S. 434.100 (2) (1) The Lessee shall indemnify and hold harmless Lessor from the Lessee's own negligence or wrongdoing and the negligence or wrongdoing of the Lessee's subcontractors and suppliers of any tier. The Lessee's obligations hereunder shall further not be limited by the amount of its liability insurance and the purchase of such insurance for Lessor shall not operate to waive any of the above obligations. This provision is separate and distinct from any other provision or paragraph in this contract, including any provision or paragraph concerning partial indemnification or procurement of insurance. If this paragraph is declared invalid, then all other paragraphs of this contract shall stand.

4. INSURANCE: To the fullest extent permitted by law and for their own benefit, the Lessor and Lessee agree to purchase, maintain and carry the following insurance coverages prior to beginning work on the job site. The Lessor and the Lessee shall procure and maintain the following coverages: a) worker's compensation and employer's liability insurance, with limits of at least the statutory minimum or $1,000,000, whichever is greater; b) primary non-contributory commercial general liability ("CGL") insurance on an occurrence basis, including bodily injury and property damage coverages with minimum limits of $1,000,000 per occurrence and $2,000,000, in the aggregate; c) excess/umbrella following form non-contributory insurance in the amount of at least $5,000,000; d) Coverage shall include, but not be limited to, coverage for any and all liability of Lessor arising out of any statute, regulation or duty imposed basis, including bodily injury and property damage coverages with m of $1,000,000 per occurrence and $2,000,000, in the aggregate; c) excess/ur following form non-contributory insurance in the amount of at least $5,000,0 Coverage shall include, but not be limited to, coverage for any and all liability arising out of any statute, regulation or duty imposed by law; and e) Lessor an shall provide insurance certificates to the other party when requested. Any ag herein to indemnify and hold another party harmless from any liability, damag are in addition to, and not an alternative to, these insurance provisions and th any of the above coverages shall not operate to waive any of the above indem provisions. To the extent that the either party may perform under this Agreem obtaining the above coverages, such an occurrence shall not operate, in any waiver of the obligation to procure the above insurance.

5. OPERATION AND USE OF EQUIPMENT. Customer specifically agrees that absolutely no control over any person operating or assisting in operating, repa maintaining the leased Equipment. Company may provide an operator and/or with the Equipment. Customer may accept, reject or replace these persons, times, the operator and any assistant is under the Customer's exclusive direc supervision and control and shall be Customer's agent, servant, and employe notwithstanding the fact that Lessor may administer the payroll and other be person or persons. Customer, as the lessee of the Equipment, shall at all tim store and/or operate the Equipment (also referred to as load handling Equipm in a safe and competent fashion and shall be responsible for the actions of a persons involved in the transportation, storage and/or operation of the Equipr transportation, delivery, set-up, use and operation of the Equipment, Custom and through its agents, servants and employees, shall at all times, assume th fulfill all the responsibilities of the; a) A/D director (Assembly/Disassembly di controlling entity, c) Lift Director, d) Lift Planner, e) Site Supervisor, f) Site Saf Crane User and/or LHE User, i) Crane Operator and or LHE Operator, j) Signal Rigger, l) Spotter; and m) Transport Operator, as those terms are defined in 29CFR1926.1400 OSHA), ASME P30.1 Lift Planning and ASME B30.5 Mobile a Locomotive Cranes. Also, Customer shall at all times: (i) comply with all app federal, state and local laws and regulations relating to this Agreement; and place and maintain any and all licenses, permits, and other authorizations re federal, state and local laws. If Company supplies any Lift Plans for use by th and/or the Lift Director, Customer agrees that the Lift Plan are supplied for in purposes only, and the Lift Director is ultimately responsible to review and ap Plan for use. Company is not responsible for any information used in the prep Lift Plan. Customer is solely responsible for the gathering of all information u Plan. Customer hereby guaranties that those agents, servants and employee roles and functions set forth above shall be, at all times, through education, t experience, skill and physical fitness, as necessary, be competent and capal the functions they are assigned. Customer further agrees to use said Equipm accordance with the manufacturer's instructions and agrees not to exceed th manufacturer's rated load capacities for such or similar Equipment. Custom agrees that counter-weight in excess of the manufacturer's specification sha It shall be the duty of Customer to give specific instructions and directions to operating, maintaining, and assembling/disassembling, mobilizing or demobi Leased Equipment.

6. LIMITATION OF LIABILITY. COMPANY'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE PERFORMANCE OR BREACH THEREOF BY COMPANY SHALL IN NO CASE EXCEED THE RENT RECEIVED BY COMPANY FROM CUSTOMER FOR THE EQUIPMENT DURING THE PREVIOUS TWELVE (12) MONTHS ("DAMAGES CAP"). COMPANY SHALL NOT BE LIABLE TO CUSTOMER, UNDER ANY CIRCUMSTANCES, WHETHER PURSUANT TO AGREEMENT, WARRANTY (EXPRESS OR IMPLIED), TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILFUL AND WANTON MISCONDUCT, INTENTIONAL ACTS, OR PRODUCTS AND/OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, LIQUIDATED, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY LIABILITY, LOSS, DAMAGE, COST OR EXPENSE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT, OR BY ANY INADEQUACY THEREOF, OR BY ANY DEFECT THEREIN, OR BY ANY ACT OF OMISSION IN CONNECTION THEREWITH IN EXCESS OF THE DAMAGES CAP.

7. CONDITIONS – GROUND/POWERLINES. The Customer hereby agrees that it assumes all responsibility and shall be solely responsible for the ground conditions and the proper use of supporting materials during the transportation, storage and the placement of the Equipment for operation of the Equipment. "Ground conditions" means the ability of the ground to support the Equipment (including slope, compaction, and firmness). "Supporting materials" means blocking, mats, cribbing, or similar supporting materials or devices. The Equipment must not be assembled or used unless ground conditions are firm, drained, and graded to a sufficient extent so that, in conjunction (if necessary) with the use of supporting materials, the Equipment manufacturer's specifications for adequate support and degree of level of the Equipment are met. The Customer shall ensure that ground preparations necessary to meet the requirements of this paragraph are provided, which includes, but is not limited to, the identification, communication and elimination of hazards in, around and beneath the Equipment set-up area, including below grade. If the work site is inadequate to provide clear passage or to support the operation of heavy equipment, or subsurface conditions necessitate reinforcement and/or relocation of facilities and/or services, all such work and the co-ordination of same required to permit the work to proceed in a timely manner shall be the responsibility of Customer and at Customer's expense. Customer shall perform or have performed all necessary inspections or testing to determine the nature of the ground or soil and its ability to support the Equipment while in operation or otherwise. Suitable ground conditions referenced to herein means ground conditions meeting or exceeding the requirements of AASHTO H-20 / HS-20. If additional towing or pushing of the Equipment is required because of inadequate site conditions, additional costs incurred (including costs of repairing damage to our equipment) will be billed extra at cost plus fifteen (15%) percent. Customer assumes all responsibility to protect the Equipment and persons in or around the Equipment from the danger of power lines. Customer shall not expose the Equipment or any persons in or around such Equipment to the danger of energized power lines. All power lines in the work area shall be identified prior to the work beginning. All power lines are to be de-energized prior to the Equipment being operated in or around such power lines. Customer shall contact the local electric utility or other such authorized entity to arrange to have the power lines de-energized prior to beginning work. Even if power lines are de-energized, Customer shall keep the Equipment clear of such power lines at the distances required by OSHA, ANSI and any other safety regulations or standards. If it is not possible to de-energize power lines, then the Customer shall be responsible for the insulating of any power lines, the grounding of all Equipment and will be required to use safety measures or other equipment designed to prevent electrocution.

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City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to approve an Energy Management Agreement ("EMA") with an initial term beginning August 2027, in a total amount not to exceed $3,472,647, inclusive of an annual escalation rate of 2.55%, with Rainbow Energy Marketing Corporation ("Energy Manager") for oversight, direction, and various services, and authorizing the Interim City Manager to execute the contract on behalf of the City. **Item passes 5-2**

Recommendations:

Staff recommends approval.

Background:

In September 2024, the City of Independence entered into an option agreement for a land lease with UET Ventures LLC to enable the permitting, engineering, procurement and construction of a new power plant at the old Blue Valley Power Plant Site. This was done to stimulate economic growth within the city that had been hindered in the past due to inability to meet large project power demands.

In mid-2025, UET Ventures LLC entered into a private partnership with Exigent Energy to form Independence Power Partners LLC (IPP). This new venture furthered the engineering studies and applicable applications with the Southwest Power Pool to install generating equipment at the site and execute a long-term lease agreement with the City. The lease agreement gave the City and IPL the capability to enter into a PPA with IPP for the capacity and energy produced from this new power plant.

Also, in 2025, the City began negotiations with Nebius, a major data center company, for an Electrical Services Agreement (ESA) facilitating the generation and delivery of power to their data center, which will be located within the Eastgate Commerce Center.

This EMA will allow the Energy Manager to facilitate market and fuel procurement activities to support new generation dispatching consistent with Southwest Power Pool operations.

Emergency Justification:

Fiscal Impact:

The fiscal impact on the City will begin at $55,000 per month, subject to an annual escalation of two and fifty-five hundredths' percent (2.55%) during the initial term, as listed below*. Funding, subject to annual appropriation, will be included in the fiscal year 2027-2028 budget in the month of July 2027 and into the next four fiscal years' budgets (2028 to 2031), account number 0206145.5309, Purchased Power - Operating Supplies, IPL fund 020.

Contract Year	Management Fee
Year 1 - FY 2027-28	$55,000 US Dollars/Month
Year 2 - FY 2028-29	$56,402.50 US Dollars/Month
Year 3 - FY 2029-30	$57,840.76 US Dollars/Month
Year 4 - FY 2030-31	$59,315.70 US Dollars/Month
Year 5 - FY 2031-32	$60,828.25 US Dollars/Month

*Table from Exhibit C of the Energy Mgmt. Agreement.

Council Action:

Department / Contact Power and Light /

REVIEWERS

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

ATTACHMENTS:

1. IPL EMA - Rainbow.Final IPLclean 3-30-26

ENERGY MANAGEMENT AGREEMENT

Dated as of _____

by and between

RAINBOW ENERGY MARKETING CORPORATION

And

THE CITY OF INDEPENEDENCE, MISSOURI

As administered by

INDEPENDENCE POWER & LIGHT

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EXHIBITS

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ENERGY MANAGEMENT AGREEMENT

This Energy Management Agreement (this "Agreement"), dated as of _____, 2026, (the "Effective Date") is between Rainbow Energy Marketing Corporation, a corporation organized and existing under the laws of the State of North Dakota ("Energy Manager") and the City of Independence, Missouri a municipality organized and existing under the laws of the State of Missouri ("hereinafter "City"). This Agreement will be administered by and through City's municipal utility Independence Power & Light (together with City "IPL"). Energy Manager and IPL may be referred to individually as a "Party" and collectively as the "Parties."

PRELIMINARY STATEMENT

WHEREAS, IPL has executed a long-term Power Purchase Agreement ("PPA") with the owners of the Facility (as defined below) as of the Commencement Date (as defined below); and

WHEREAS, Energy Manager is a power marketer in North America and provides energy management services, trades power, and through its affiliates trades natural gas and other energy-related products, and;

WHEREAS, IPL desires to engage Energy Manager to provide, under IPL's oversight and direction the Transition Services, Power Management Services, and Other Services (each as defined below) with respect to IPL's obligations under the PPA; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Rules of Interpretation. All references herein to any third-party agreement or other document of any description shall be construed as of the particular time that such third-party agreement or other document may then have been executed, amended, varied, supplemented or modified. References in the singular shall include references in the plural and vice versa. References to a particular Article, Section, paragraph, subparagraph, or Exhibit shall, unless specified otherwise, be a reference to that Article, Section, paragraph, subparagraph or Exhibit in or to this Agreement. The words "include" and "including" are to be construed to include the phrase "not limited to." Any reference in this Agreement to any Person includes its permitted successors and assigns or to any permitted Person succeeding to its functions. All Exhibits are fully incorporated and part of this Agreement. To the extent of any conflict between the provisions of the body of this Agreement and the provisions of the Implementation Agreement, the provisions of the body of this Agreement shall apply regardless of similar provisions set forth in the Implementation Agreement to the contrary; provided, however, that (i) silence in the provisions of the body of this Agreement as to a matter covered in the Implementation Agreement shall not constitute a conflict, and (ii) silence in the provisions of the body of this Agreement as to a matter covered in the Implementation Agreement shall mean that the provisions of the Implementation Agreement shall control the matter in question.

1.2 Defined Terms. As used in this Agreement, the following capitalized terms have the meanings set forth below and on Exhibit D:

"Affected Party" has the meaning set forth in Section 9.1.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly, (i) controls or owns the first Person, (ii) is controlled or owned by the first Person or

(iii) is under common control or ownership with the first Person, where *"own"* (including, with correlative meanings, the terms "owned by" and "under common ownership with") means ownership of twenty percent (20%) or more of the equity interests or rights to distributions on account of equity of the Person, and *"control"* (including, with correlative meanings, the terms "controlled by" and "under common control with") means the power to direct or cause the direction of the management or policies of the Person, whether through the ownership of voting securities, by contract or otherwise; provided, however, that in no event shall either Party be considered an Affiliate of the other Party.

"Agreement" has the meaning set forth in the first paragraph of this Agreement. "

"Ancillary Services" means those services that the Facility can provide, that are necessary to support the transmission and distribution of Power from point of generation to point of delivery while maintaining reliable operation of the transmission system, such as spinning reserves, non-spinning reserves, replacement reserves, regulation, black-start capability, voltage regulation, regulated capacity or capacity rights, and any other ancillary services, excluding reactive power supply.

"Applicable Law" means any international, federal, state or local laws (including common law and criminal law), codes, statutes, directives, ordinances, by-laws, regulations, rules, judgments, consent orders and agreements with Governmental Authorities, proclamations or delegated or subordinated legislation of any Governmental Authority that are applicable to this Agreement, the Parties hereto or IPL and its assets.

"Applicable Regional Transmission Organization" shall have the meaning set forth in Exhibit D.

"Billing Period" means a Month; provided, that (a) the initial Billing Period shall run from the Effective Date through the end of the Month in which the Effective Date occurs, and

(b) in the event that this Agreement terminates or is terminated on a day other than the last day of a Month, the last Billing Period shall run from the first day of the Month in which such termination occurs through the date of such termination.

"Business Day" means any day on which Federal Reserve member banks in New York City are open for business, excluding Saturdays and Sundays.

"Capacity" means any capacity used to meet resource adequacy or reliability requirements for installed capacity or any other form of capacity rights.

"CEA" has the meaning set forth in Section 7.7(c).

"Claims" has the meaning set forth in Section 11.1.

"Commencement Date" means the earlier of initiation of power sales from the Facility or the commercial operation date of the Facility expected to be on or before [October 15, 2027].

"Confidential Information" has the meaning set forth in Section 13.1.

"Conflicting Agreement" has the meaning set forth in Section 3.4.

"Credit Support Annex" means the Credit Support Annex that is part of the Implementation Agreement.

"Daily Checkout" has the meaning set forth in Exhibit A.

"Defaulting Party" means IPL, in respect of any IPL Event of Default, and Energy Manager, in respect of any Energy Manager Event of Default.

"Design Limits" means the limitations of the Facilities when Dispatched on-line to produce Power as determined by the applicable permits and the engineering specifications of the principal equipment, including the combustion turbines, steam turbines, and generators, as adjusted for ambient conditions or otherwise communicated to Energy Manager by IPL as part of the Operating and Dispatch Procedures. The Design Limits shall include the following: time from start-up to synchronization; time to partial load, including quick load capability; time to full load; shut-down times; decremental capability; minimum down times between the time the Facilities is Dispatched off-line and the next start-up; minimum run times when Dispatched on-line; ramp rates; power factor limitations; permit restrictions; and manufacturers' recommended operating procedures and warranties. The Design Limits shall be provided by IPL from time to time.

"Designated Account" has the meaning set forth in Section 3.5(a).

"Disclosing Party" has the meaning set forth in Section 13.2.

"Dispatch" means a request that the Facilities produce Power issued in accordance with the criteria set forth in Exhibit A.

"Dispatch Model" means the model developed by Energy Manager that reflects the operating efficiencies, limitations, constraints and costs of IPL. The Dispatch Model will be used for purposes of optimizing the Generation Margin (including the revenues from remarketing Fuel), as may be amended by mutual agreement, or by IPL solely with respect to objective operational parameters with notice to Energy Manager.

"Effective Date" has the meaning set forth in the first paragraph of this Agreement.

"Energy Manager" has the meaning set forth in the first paragraph of this Agreement and shall include Energy Manager's successors and permitted assigns.

"Energy Manager Account" means the account of Energy Manager specified in Exhibit B.

"Energy Manager Event of Default" has the meaning set forth in Section 10.1.

"Energy Manager Indemnified Party(ies)" means Energy Manager and its Affiliates, partners, parent companies, and subsidiaries, and their respective members, shareholders, partners, principals, officers, directors, employees, executive committee members, agents and representatives.

"Energy Management Payment" means an amount for each Billing Period that is equal to (A) Power Revenues less the sum of (B) the Monthly Management Fee, and (C) the Fuel Costs, plus (D) any amount associated with revenue sharing per the power purchase agreements dated 5 December 2025 between IPL and Independence Power Partners, LP ("Facility PPA"), without duplication.

"Energy Management Payment Statement" has the meaning set forth in Section 6.2(a).

"Energy Management Statement Date" has the meaning set forth in Section 6.2(c).

"Energy Manager Settlement Date" has the meaning set forth in Section 6.2(c).

"Event of Default" means IPL Event of Default or Energy Manager Event of Default, as applicable.

"Facility" shall have the meaning set forth on Exhibit D.

"Facility Book" means all Related Agreements associated therewith, undertaken in connection with the Services hereunder, indicating, for each transaction, a date, number identifier, price, and volume.

"Facility PPA" has the meaning set forth in the definition of Energy Management Payment.

"FERC" means the Federal Energy Regulatory Commission, or any successor organization.

"Force Majeure" has the meaning set forth in Article IX.

"Fuel" means natural gas unless otherwise agreed upon between IPL and Energy Manager.

"Fuel Costs" means amounts payable to Energy Manager for the purchase of Fuel pursuant to the Implementation Agreement, plus related costs incurred for (i) storage costs, balancing costs, penalty charges and any credits arising under any applicable Related Agreements with respect to fuel transportation, storage, and supply (excluding to the extent incurred through the negligence or willful misconduct of Energy Manager), (ii) variable fuel transportation costs (including losses and taxes), (iii) any Third Party transaction costs applicable to the procurement or transportation of Fuel to the Facility, and (iv) all taxes and charges incurred by Energy Manager

on or in connection with the purchase, use, transportation or delivery of gas, all net of any revenues from remarketed Fuel or transportation and other financial settlements, without duplication.

"Fuel Supplier" means a Third Party under agreement with the Energy Manager to supply Fuel to the Facility.

"Fuel Supply Agreement" means any agreement between Energy Manager and a Third Party for the supply of Fuel to the Facility.

"Generation Margin" means with respect to a particular Billing Period, the amount equal to (i) the Power Revenues attributable to IPL for such Billing Period, , less (ii) Energy Charge as defined in the Facility PPA less (iii) the transmission costs attributable to IPL for such time period, from the Facility..

"Good Industry Practice" means any of the practices, methods, techniques and standards that, at the time of performance of Energy Manager's or IPL's, as applicable, obligations under this Agreement, are commonly used by Persons performing similar tasks or services for natural gas-fired power plants in the United States, and which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, would have been expected to accomplish the desired result. Good Industry Practice is not intended to be limited to the optimum practice to the exclusion of all others, but rather to be the practice then generally accepted, having due regard for, among other things, system reliability, operational limitations of the Facility, contractual obligations, requirements of Governmental Authorities, market prices, operating rules or procedures of transmission operators, reliability councils, or other existing market conditions.

"Governmental Authority" means any international, federal, state, local or municipal government, governmental department, commission, board, bureau, agency or instrumentality, or any judicial, regulatory or administrative body, having jurisdiction as to the matter in question, including the FERC, the Applicable Regional Transmission Organization, and NERC and its applicable Regional Entities.

"HE" means hour ending or hour ended.

"Implementation Agreement" means the 20xx ISDA Master Agreement, PPA, the Lease Agreement, and such other policies as mutually agreed to by the Parties.

"Indemnified Party" has the meaning set forth in Section 11.4.

"Indemnifying Party" has the meaning set forth in Section 11.4.

"Initial Term" has the meaning set forth in Section 2.2(a).

"Interest Rate" means, for the prime rate on corporate loans at large U.S. money center commercial banks as set forth in the Wall Street Journal "Money Rates" table under the heading "Prime Rate", or any successor thereto, on the first date of publication for the applicable Month; provided, however, that the Interest Rate shall never exceed the maximum rate permitted by Applicable Law.

"IPL" has the meaning set forth in the first paragraph of this Agreement and shall include IPL's successors and permitted assignees.

"IPL Account" means the account of IPL specified in Exhibit B.

"IPL Financing" means lending money or extending credit (including pursuant to any letter of credit facility or financing lease) (i) to IPL or any Affiliate of IPL for the construction, term or permanent financing of the Facility (including any re-financings thereof); (ii) to IPL or any Affiliate of IPL for working capital or other business of the Facility (including maintenance, repair, replacement or improvement of the Facility); (iii) to IPL or any Affiliate of IPL for any development financing, bridge financing, credit support, credit enhancement or interest rate protection in connection with the Facility (including any re-financings thereof); (iv) to a purchaser of the Facility in connection with any financing transaction in the form of a "sale-lease back" or synthetic lease involving the purchase of the Facility and related ownership rights from IPL or any Affiliate of IPL, and a lease of the Facility by such purchaser as lessor and IPL (or any Affiliate of IPL) as lessee.

"IPL Indemnified Party(ies)" means IPL and its respective Affiliates, including their respective members, shareholders, partners, principals, officers, directors, employees, agents and representatives.

"IPL Permitted Transferee" has the meaning set forth in Section 16.4(b).

"IPL Representative" means the representative(s) designated by IPL to execute its commercial strategy for the Facility and exercise all of its rights and obligations under this Agreement.

"IPL Settlement Date" has the meaning set forth in Section 6.2(c).

"Losses" means, (i) with respect to the termination of this Agreement pursuant to Section 10.3 or 10.4, and with respect to a Party, an amount determined in a commercially reasonable manner equal to its total losses and costs (or gain, in which case expressed as a negative number) in connection with this Agreement or those terminated transactions, as the case may be, including any loss of bargain, cost of funding or, at the election of such party but without duplication, loss or cost incurred as a result of its terminating, liquidating, obtaining or reestablishing any hedge or related trading position (or any gain resulting from any of them) but does not include a party's legal fees and out-of-pocket expenses incurred in connection with termination this Agreement and (ii) with respect to any other aspect of this Agreement, any and all judgments, losses, liabilities, amounts paid in settlement, damages, fines, penalties, deficiencies, costs, charges, taxes, obligations, demands, fees, interest, losses and expenses (including court costs and reasonable fees of attorneys, accountants and other experts).

"Market Participant" has the meaning set forth in the Applicable Regional Transmission Organization's approved tariff and operating protocols related to the Services.

"Minimum Monthly Fee" means the amount identified for the IPL in Exhibit D.

"MMBTU" means one million British thermal units.

"Month" means a calendar month.

"Monthly Management Fee" has the meaning set forth in Section 6.1(b).

"MW" means megawatt.

"MWh" means megawatt-hour, or one million watt-hours.

"NERC" means the North American Electric Reliability Corporation, or successor organization.

"Non-Defaulting Party" means IPL, in respect of any Energy Manager Event of Default, and Energy Manager, in respect of any IPL Event of Default.

"Non-Disclosing Party" has the meaning set forth in Section 13.2.

"Operating and Dispatch Procedures" means the operating and dispatch procedures set forth in Exhibit A, as may be changed by IPL upon 24-hours prior notice to Energy Manager.

"Optimization Energy" means an amount of Contracted Power available, , from the Facility not required to supply IPL's obligations.

"Other Services" means any other services that Energy Manager and IPL have agreed to in writing hereunder.

"Other Transaction" means any transaction or arrangement between Energy Manager and IPL executed pursuant to this Agreement.

"Parent" has the meaning set forth in Section 16.1.

"Party" has the meaning set forth in the first paragraph of this Agreement.

"Permits" means all consents, licenses, approvals, registrations, permits or other authorizations granted by any Governmental Authority required in respect of, or in relation to, IPL, the Facility or the Services.

"Person" means any individual, partnership, corporation, association, business, trust, limited liability company, Governmental Authority or other legal entity.

"Power" means electric capacity as measured in MW, energy as measured in MWh, and/or any other electric related products or services available for sale from the Facility, including Ancillary Services except reactive power.

"Power Management Services" has the meaning set forth in Exhibit D.

"Power Revenues" means the amounts payable to IPL under any (i) transaction for the sale of Power, including Ancillary Services, and (ii) Other Transactions, with the foregoing net of all costs, fees, penalties and charges arising under applicable Related Agreements for power

transmission (excluding to the extent incurred through the negligence or willful misconduct of Energy Manager).

"Related Agreements" means Power Transmission Agreements with respect to the Facility. A Related Agreement may be between IPL and a Third Party, between Energy Manager and a Third Party, or between Energy Manager and Facility.

"Renewal Term" has the meaning set forth in Section 2.2.

"Replacement Power" means the amount of Power purchased or financially settled by Energy Manager that is equal to the amount obtained by subtracting (a) the sum of (i) the amount of Power actually delivered from the Facility in each hour and (ii) the amount of Power IPL committed to purchase from the Energy Manager and Third Parties in each hour from (b) the amount of Power IPL committed to sell Energy Manager and Third Parties in each hour.

"Risk Management Strategy" means any strategy designed to hedge or mitigate risk, including the magnitude and types of acceptable risks, through risk management transactions, as further described in Section 3.1(b).

"Security Interest" has the meaning set forth in Section 3.5(c).

"MRO" means the Midwest Reliability Organization.

"Services" means, collectively, the Transition Services, Power Management Services, Market Participant for the Facility and any Other Services.

"Settlement Date" means either the Energy Manager Settlement Date or the IPL Settlement Date, as applicable.

"Start O&M Costs" means the start-up costs per start as provided by IPL from time to time.

"Successor Energy Manager" has the meaning set forth in Section 10.5(a).

"Term" has the meaning specified in Section 2.2(a).

"Termination Date" means the date for termination of this Agreement as determined herein.

"Termination (Default) Notice" means a written notice of termination delivered by the Non-Defaulting Party pursuant to Section 10.3.

"Termination Notice" means a written notice of termination delivered by (i) Energy Manager to IPL or (ii) IPL to Energy Manager, pursuant to Section 10.4.

"Third Party" means any Person other than IPL or Energy Manager.

"Transition Period" means portion of the Term commencing on the Effective Date and continuing until the Transition Services are complete.

"Transition Services" has the meaning set forth in Exhibit D.

"Transmission Provider" means any Person that provides transmission or distribution services for the delivery of electric energy from the Facility pursuant to any Power Transmission Agreement.

"U.S. Dollars" means dollars in lawful currency of the United States.

"Variable O&M Costs" means the variable operations and maintenance costs as provided by IPL from time to time.

"Wire Transfer" means a wire transfer payment in immediately available funds.

ARTICLE II.

APPOINTMENT OF ENERGY MANAGER AND TERM

2.1 Appointment. Subject to the terms of this Agreement, as of the Effective Date, IPL appoints Energy Manager, and Energy Manager accepts such appointment, to be the provider of Services to IPL until this Agreement is terminated with respect to IPL and the Facility.

2.2 Initial and Renewal Terms; Effective Date. This Agreement shall commence on the Effective Date and, except as otherwise provided for herein, shall remain in effect for five (5) years from the Commencement Date (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive five (5) year terms (each, a "Renewal Terms" and collectively with the Initial Term, the "Term") provided, however, that nothing in this Section 2.2 shall prevent any party from terminating this Agreement prior to expiration of the Initial Term or any Renewal Term in accordance with Section 10.4.

2.3 Relationship of Parties.

(a) Except as provided in this Section 2.3, Section 3.1(h), or Section 7.8, no Party shall be an agent, partner, joint venturer, or legal representative of any other Party for any purpose whatsoever, and no Party is authorized to assume or create any obligation, liability, or responsibility, expressed or implied, on behalf of or in the name of the other Party or to bind the other Party to any Third Party in any manner whatsoever; provided, however, that Energy Manager may be appointed by IPL as its limited agent solely to the extent IPL reasonably determines that Energy Manager is required to be a limited agent so that Energy Manager may act on IPL's behalf with respect to (i) the Applicable Regional Transmission Organization or other control area operator; and in all other cases the relationship of IPL, on the one hand, with Energy Manager, on the other hand, as set forth in this Agreement is one of independent contractors. If, as contemplated herein, IPL appoints Energy Manager as its limited agent then, such agency appointment shall be limited in scope as set forth above and any fiduciary duty that Energy Manager may have to IPL

that arises out of such appointment is hereby waived and limited to the maximum extent permitted by Applicable Law. Any provision of this Agreement that appears to give IPL a measure of control over the details of the Services shall be deemed to mean that Energy Manager shall follow the provisions hereof in order to accomplish the desires of IPL, but IPL shall look to Energy Manager for results only and shall have no right at any time to direct or supervise Energy Manager's servants or employees in the performance of such work or as to the manner, means, and method in which the Services are performed. No Person employed by Energy Manager or its Affiliates shall be deemed to be an employee, agent or servant of IPL. Further, IPL hereby agrees that it is a sophisticated counterparty capable of assessing the risks and merits of transactions conducted in the Applicable Regional Transmission Organization or other control area operator the Facility is located in.

(b) Energy Manager and its Affiliates are in the business of buying and selling Power and Fuel in the United States for their own account or for the account of others, and nothing in this Agreement shall prohibit Energy Manager and its Affiliates from doing so. Subject to the provisions of Article IV, IPL acknowledges that Energy Manager and its Affiliates may engage in whatever activities they choose, including trading or selling Power and Fuel even in the same geographic region as IPL and in connection with opportunities that may compete directly or indirectly with IPL. Notwithstanding the foregoing, neither Energy Manager nor any of its Affiliates may use information gathered by virtue of the Services provided hereunder or otherwise related to the Facility or to the IPL or its Affiliates' business except to perform such Services and never in any way that would violate such use and the confidentiality restrictions herein, including to take any proprietary commodity trading position (other than pursuant to a Back-to-Back Contract) that is detrimental to a position taken by or on behalf of IPL.

ARTICLE III.

IPL'S RIGHTS AND RESPONSIBILITIES

3.1 IPL Rights and Responsibilities. IPL shall have the sole right and responsibility to:

(a) timely provide Energy Manager with (i) all information reasonably necessary and as requested by Energy Manager to (A) enable Energy Manager to comply with Related Agreements, to the extent it is required to do so, and (B) to minimize scheduling, balancing, overrun, and similar penalties and charges; and (ii) all other information, reports, directives, and operational data reasonably requested by, or required by Energy Manager in connection with the performance of the Services;

(b) execute all agreements or other documentation reasonably necessary for Energy Manager to perform the Services; and

(c) provide an open line of communication such as phone or email between the Facility' control rooms and Energy Manager. IPL retains all rights to all output and attributes of the Facility in accordance with the PPA; Energy Manager retains commercial dispatch authority necessary to perform market optimization and scheduling consistent with Applicable RTO requirements.

3.2 IPL Representatives. IPL shall designate in writing at least one IPL Representative. IPL Representative shall be authorized and empowered to act for and on behalf of IPL as to all obligations of IPL hereunder. IPL may change its IPL Representatives from time-to-time upon one (1) Business Day prior written notice to Energy Manager. Energy Manager shall be entitled to rely upon, and IPL shall be bound by, the oral and written communications, directions, requests and decisions made by IPL Representatives with regard to this Agreement; provided, that such oral communications may not amend the terms of this Agreement.

3.3 Other Energy Management Agreement. During the Term, IPL shall not enter into any agreement with any Third Party for such Third Party to provide services to the Facility substantially similar to the Services provided by Energy Manager hereunder (a "Conflicting Agreement") unless such Conflicting Agreement is intended to act as a replacement of this Agreement.

ARTICLE IV.

OBLIGATIONS OF ENERGY MANAGER/ STANDARD OF PERFORMANCE

4.1 Services Generally.

In performing the Services, Energy Manager shall:

(a) perform the Services with the goal of maximizing the Generation Margin based upon prevailing market conditions and comply with, and ensure that all Services conform to and comply with: (i) Applicable Laws; and (ii) the Energy Management Plans;

(b) meet with IPL as often as may be reasonably requested by IPL; and

(c) maintain sufficient trading capabilities in terms of manpower, infrastructure, support and credit resources in order to perform the Services.

4.2 Standard of Performance of Obligations.

(a) Energy Manager shall perform the Services in accordance with (i) Good Industry Practice, acting as if it were managing the Facility for its own account, (ii) instructions from IPL, and (iii) the terms of this Agreement, and Related Agreements. IPL acknowledges that Energy Manager cannot guarantee and does not represent or warrant that any particular level of revenue or financial performance will be, or can be, achieved through the performance of the Services by Energy Manager or otherwise by virtue of entry into this Agreement. Unless specifically approved by IPL in writing, the Parties acknowledge that speculative trading in connection with this Agreement shall be prohibited and positive Losses incurred by Energy Manager solely as a result of Energy Manager's speculative trading activities shall be borne by Energy Manager exclusively.

(b) Energy Manager shall promptly upon obtaining knowledge thereof, furnish IPL with such knowledge or information (including copies of any notices, correspondence, information

or other communication) that Energy Manager may obtain from the relevant Governmental Authority, or other Person, as relates to or may affect the Facility, IPL or its business, including as may relate to Fuel, Power or the Services, changes in law, rule or regulation and other such knowledge or information that could reasonably be expected to impact the Facility, IPL, or its business.

(c) Energy Manager shall operate in full compliance with Applicable Law, maintain all Permits required by it pursuant to Applicable Law and discharge its liabilities, whether owed to IPL or otherwise, when and as the same become due and payable.Energy Manager shall have no responsibility for obtaining, maintaining, or complying with IPL's Permits, nor shall Energy Manager be deemed the generator owner or generator operator for any purpose.

4.3 Limitation on Authority of Energy Manager.

(a) Except as may be expressly authorized (1) by this Agreement or (2) or in writing by IPL from time-to-time, Energy Manager shall have no authority to:

(i) pledge the credit of IPL in any way in respect of any agreements entered into between Energy Manager and any Third Party;

(ii) with respect to the Facility or the Services provided hereunder, violate any material Permits or Applicable Law;

(iii) sell or otherwise transfer any assets of IPL, or cause any liens or encumbrances on the Facility or any other assets of IPL;

(iv) make any representation or warranty to a Third Party relating to IPL;

(v) settle, compromise (including agreeing to any penalty for any violation of any Applicable Law or Permit), assign, pledge, transfer, release or consent to the compromise, assignment, pledge, transfer or release of, any claim, suit, debt, demand or judgment against or due by IPL, or submit any such claim, dispute or controversy to arbitration or judicial process, or stipulate in respect thereof to a judgment, or consent to do the same;

(vi) engage in any transaction on behalf of IPL not permitted under this Agreement, or otherwise bind IPL in any way;

(vii) knowingly cause IPL to violate the terms of any Related Agreement or any agreement IPL has with any Transmission Provider ; or

(viii) take any action that would cause Energy Manager to be deemed the operator of any or all of the Facility.

(b) IPL shall not have any liability with respect to any breach of subparagraph (a) above, and Energy Manager shall indemnify and hold harmless IPL Indemnified Parties from any Claims or Losses arising in connection with such transactions.

4.4 Energy Manager Affiliates Subcontractors. Notwithstanding any provision of this Agreement to the contrary, Energy Manager shall in all cases remain obligated for the performance of the Services and its obligations under this Agreement regardless of whether such Services or obligations are performed by its Affiliates, third parties, or a subcontractor, including for any breach hereunder or Losses as if Energy Manager were performing the same.

4.5 Limitation of Liability for Certain Transactions. Energy Manager shall have no, and is released from, liability or responsibility related to any claim against IPL that relates to the time period prior to the Effective Date, whether under the Related Agreements or any other agreement between IPL and a Third Party for which Energy Manager is appointed as the limited agent under this Agreement. In addition to the other indemnification obligations arising under this Agreement, IPL shall indemnify and hold harmless Energy Manager Indemnified Parties from and against Claims to the extent such Claims arise out of or result from any Third Party claim existing or arising prior to the Effective Date.

ARTICLE V.
SERVICES

5.1 Transition Services. Subject to the terms of this Agreement and commencing on the Effective Date, Energy Manager shall provide to IPL the Transition Services set forth on Exhibit D during the Transition Period.

5.2 Power Management Services.

(a) Subject to the terms of this Agreement and starting on the Commencement Date, Energy Manager shall provide Power Management Services as set forth on Exhibit D.

(b) Energy Manager agrees to serve and IPL hereby designates Energy Manager, as IPL's sole and exclusive energy manager for purposes of performing Power Management Services in the market during the Initial Term and any Renewal Term(s), as applicable; provided, that IPL agrees to execute and deliver to Energy Manager any and all forms required to permit Energy Manager to perform the functions of a Market Participant on behalf of IPL. IPL and Energy Manager will take any and all actions reasonably necessary to cause such forms to remain in full force and effect for the entire Initial Term, and any Renewal Term(s), of the Agreement.

5.3 Reporting Requirements. In addition to Article VIII below and the provisions for Daily Checkout, at such other times as may be reasonably requested by IPL, Energy Manager shall submit to IPL summary reports of all Other Transactions entered into between IPL and Energy Manager in connection with the Services, including a daily report of mark-to-market exposure, and credit available for transactions, in each case under the Implementation Agreement.

5.4 Other Services. The Parties may mutually agree to Other Services from time-to-time in writing.

ARTICLE VI.
FEES; SETTLEMENT

6.1 Management Fee.

(a) Prior to the Commencement Date, as compensation for all Services rendered hereunder, Energy Manager shall be entitled to payment only for the reasonable out-of-pocket expenses incurred by Energy Manager and approved in advance by IPL in connection with providing the Services, including reimbursement of monthly out of pocket expenses solely related to communications with the Facility.

(b) Commencing on the Commencement Date, as compensation for all Services rendered hereunder, IPL shall pay to Energy Manager a "Monthly Management Fee" as specified in Exhibit D. The Monthly Management Fee shall be prorated for any Billing Period consisting of less than a full Month.

6.2 Financial Settlement and Payment of Energy Management Payment.

(a) By the tenth (10th) Business Day following the Month in which the relevant Services were rendered ("Energy Management Statement Date"), Energy Manager shall render to IPL a statement (the "Energy Management Payment Statement"), which shall be based on actual data to the extent available, setting forth in total for the Billing Period in which the relevant Services were rendered (the "Energy Management Payment").

(b) If an Energy Management Payment Statement provided pursuant to Section 6.2(a) is based on reasonable estimates rather than actual data, Energy Manager shall as soon as practicable recalculate each affected Energy Management Payment Statement to reflect the actual data obtained. Any adjustments to such affected Energy Management Payment Statements shall be included in connection with the next Energy Management Payment Statement due to IPL pursuant to Section 6.2(a).

(c) If the Energy Management Payment for any Billing Period is a negative number, IPL shall Wire Transfer to the Energy Manager Account an amount equal to the entire shortfall by the twenty-fifth (25th) calendar day of the Month following such Billing Period, or if such day is not a Business Day, the next Business Day, (the "IPL Settlement Date"). If the Energy Management Payment for any Billing Period is a positive number, Energy Manager shall by the twenty-fifth (25th) calendar day of the Month following such Billing Period, or, if such day is not a Business Day, the next Business Day (the "Energy Manager Settlement Date") Wire Transfer to the IPL Account the Energy Management Payment. In the event that revenues payable by any payor (including, the Applicable Regional Transmission Organization or any Third Party) are not received by Energy Manager prior to the Energy Manager Settlement Date, Energy Manager shall Wire Transfer such funds to the IPL Account within two (2) Business Days of Energy Manager's receipt of such funds.

(d) If either Energy Manager or IPL fails to pay the entire amount shown to be due to the other Party on any Energy Management Payment Statement when such amount becomes due (other than amounts disputed in good faith by such Party), the owing Party shall pay the other Party interest on the unpaid balance that shall accrue on each calendar day from the due date until the date paid at the Interest Rate. If a Party, in good faith, disputes any part of any Energy

Management Payment Statement, such Party shall provide a written explanation of the basis for the dispute and pay the portion of such Energy Management Payment not disputed no later than the due date as calculated pursuant to this Section. If any amount disputed by such Party is determined to be due to the other Party either by agreement between the Parties or as a result of resolution under Article XV, such amount shall be paid within ten (10) Business days of such determination, along with interest calculated at the Interest Rate from the original due date until the date paid.

(e) Notwithstanding anything in Section 6.2(c) to the contrary, IPL may at any time prior to the Effective Date, to comply with the requirements of the Lenders in connection with a IPL Financing, (i) change the Settlement Date to a date other than the twenty-fifth (25th) calendar day of a Month.

6.3 Payment Netting. In the event Energy Manager and IPL, are each required to pay an amount in the same Month pursuant to this Agreement and the Implementation Agreement, then such amounts with respect to each of Energy Manager and IPL shall be aggregated and Energy Manager and IPL shall discharge their obligations to pay through netting, in which case such Party, if any, owing the greater aggregate amount shall pay to the other Party the difference between the amounts owed. Neither IPL nor Energy Manager waive any rights, setoffs, counterclaims and other remedies and defenses consistent with Article XII (to the extent not expressly herein waived or denied) which such Party has or may be entitled to arising from or out of this Agreement or any transaction under the Implementation Agreement.

ARTICLE VII.

Reserved

ARTICLE VIII.

REPORTS, RECORDS, AUDITS

8.1 Reports. Energy Manager shall provide IPL with such reports relating to or in furtherance of the performance of the Services, as requested by IPL, or that are prescribed by Applicable Law or any Permit. In addition, Energy Manager shall develop and submit the following information to IPL:

(a) Energy Manager shall provide reasonable cooperation in establishment of appropriate links and data access between the systems of IPL and Energy Manager to facilitate reporting and communication to the extent practicable and as required.

(b) As requested by IPL, Energy Manager shall provide:

(i) Gross margin forecasts for IPL. These reports shall be updated as requested by IPL and provide Month-by-Month and peak/off peak detail and other information reasonably requested by IPL.

(ii) Regulatory reports outlining key issues and regulatory changes within IPL's region; provided, however, that Energy Manager shall have no liability for any failure to advise IPL of a specific development that could be deemed to have affected IPL or resulted in IPL's loss of a Permit.

(c) IPL may from time-to-time specify changes to be made to the format or timing of any report required to be submitted to IPL hereunder, and Energy Manager shall use commercially reasonable efforts to comply with any such request. The relevant agreed-upon revised format shall be adopted by Energy Manager with effect from the date of the specified revision and shall apply to the first period to which such report or plan relates commencing after receipt of IPL's notice specifying such changes.

(d) If IPL is required by any Applicable Law, any Permit or IPL agreement or IPL Financing to produce any projection, report or other document relating to the provision of the Services, Energy Manager shall make commercially reasonable efforts to provide such information at the request of IPL.

(e) If Energy Manager is required by any Applicable Law or Permit to produce any projection, report or any other document in connection with the Services, it shall prepare such report timely and shall submit the same to IPL with a reasonable time to permit IPL to comment thereon.

(f) Notwithstanding anything herein to the contrary, upon obtaining knowledge thereof, the Parties shall submit prompt written notice to the other of:

(i) any litigation or material claims, disputes or actions, threatened or filed, concerning the Services;

(ii) any refusal or threatened refusal to grant, renew or extend, or any action pending or threatened that might affect, the granting, renewal or extension of any Permit relating to the Services;

(iii) any dispute with any Governmental Authority relating to the Services;

(iv) all penalties or notices of violation issued by any Governmental Authority relating to the Services;

(v) any material violation of any Applicable Law or Permits, in either case, relating to the Services; and

(vi) any other event or circumstance that could materially adversely affect the performance of the Services.

8.2 Books and Records. Each Party shall maintain in accordance with Good Industry Practice complete, accurate and up-to-date supporting records which are pertinent to the performance of the Parties' respective obligations hereunder, and records of all expenses and costs incurred under this Agreement as such pertain to IPL and the Facility, and payment thereof. Each Party shall ensure that such supporting books and records are segregated and distinguishable from

its own books and records. Each Party shall retain all such books and records for a minimum of five (5) years or, if longer, the relevant period required by Applicable Law.

8.3 Audits.

(a) Subject to Section 8.3(c), IPL and Energy Manager shall be entitled, upon reasonable notice to the other Party, to audit all books, records, invoices, procedures and policies kept and maintained by a Party related to the services provided under this Agreement. If any audit reveals any inaccuracy, the necessary adjustments shall be made and the payments thereof will be made on the next Settlement Date.

(b) Energy Manager shall maintain meter records and other records necessary to reflect all Power generated by the Facility, records relating to the operational history of the Facility, and all other records relating to the Facility with respect to this Agreement and the Services provided thereunder, for a period of at least five (5) years from the date of the creation of such records, unless a longer period is required by Applicable Law. IPL shall be entitled, upon reasonable notice to Energy Manager, to review such records during normal business hours. If any audit reveals any inaccuracy, the necessary adjustments shall be made and the payments thereof will be made on the next Settlement Date.

(c) In the interest of compliance with Applicable Law, and notwithstanding anything to the contrary contained herein, IPL shall not be entitled to receive information possessed by Energy Manager that identifies a Third Party or such Third Party's trading positions if (i) Energy Manager possesses such information as a result of an energy management relationship with such third party or (ii) the disclosure of such information would violate Applicable Law. To the extent that disclosure of information in the possession of Energy Manager otherwise responsive to information sharing obligations under this Agreement is restricted by the forgoing sentence and such information is later disclosed to the public, such as in an EQR filing, then Energy Manager shall promptly disclose such then public information to IPL. Nothwithstanding the foregoing, IPL's audit rights shall not extend to Energy Manager's proprietary trading systems, unrelated portfolio positions, or non-Facility books and records.

8.4 Meetings; Availability. Energy Manager shall meet with a representative of IPL in person or by conference call no less than one (1) time per Month and at such other reasonable times in any Month as IPL may request. During such meetings, Energy Manager shall provide IPL, as requested, with any material information concerning new or significant changes in the Fuel and Power markets applicable to the Facility. Each Party shall make itself available to the other Party through telephone, voicemail, e-mail and/or facsimile during normal business hours, and by telephone, instant messaging, mobile telephone and/or pager during non-business hours. Energy Manager shall also make itself available to IPL through its 24-hour desk.

8.5 NERC Compliance. Nothing contained in this Agreement shall be construed to require IPL to take on any responsibility under the NERC policies and procedures for any obligations of the Facility, or any Generator Owner (GO) or Generator Operator (GOP), as defined by NERC, related to the Facility. IPL shall use commercially reasonable efforts to assist Energy Manager in any audit of the Facility conducted or initiated by NERC; provided, that IPL shall not be required to participate, formally or informally, in any aspect of a NERC audit involving the Facility, unless such audit specifically requires Energy Manager to participate in the audit of the Facility and then only in a manner confined to the specific NERC audit requirements. Nothing

contained in this Agreement shall be construed to make IPL a GO or GOP, or any similar entity, or to make IPL subject to any classification under applicable NERC rules (except to the extent such entities are specifically classified under NERC standards or required to register with NERC) as a result of IPL's execution of this Agreement or Energy Manager's performance of the Services or otherwise

ARTICLE IX.
FORCE MAJEURE

9.1 Definition. "Force Majeure" means any event or circumstance beyond the reasonable control of the claiming Party that prevents performance of its obligations under this Agreement, is not caused by the negligence of the claiming Party, and cannot be avoided or overcome through the exercise of due diligence. Force Majeure Events include, without limitation: acts of God; war, terrorism, insurrection, blockades, riots, civil disturbances, or acts of the public enemy; epidemics and pandemics; natural disasters such as landslides, earthquakes, floods, hurricanes, tornadoes, lightning, fire, washouts, or other extreme weather; fire, explosion, freezing, breakage, or mechanical failure; labor or material shortages, strikes, lockouts, or other labor disputes; sabotage; transmission or distribution constraints; reliability events or emergencies; and orders or restraints of governmental, regulatory, or Applicable Regional Transmission Organization (provided the claiming Party has not sought or supported such order and has reasonably opposed it where appropriate).

9.2 Exclusions. Force Majeure shall not include:

(a) Seller's business decisions or conditions such as cessation of operations, liquidation, bankruptcy, economic downturn, or obsolescence of function or technology, except to the extent due to a qualifying event of Force Majeure.

(b) Inclement weather affecting operation of the Facility or related facilities that does not otherwise meet the definition of "Force Majeure."

(c) Changes in market conditions, governmental action or weather conditions that affect the cost of producing Capacity and Energy at the Facility or affect the price of Capacity and Energy that could be obtained from sources other than the Facility.

(d) Unavailability of Fuel, except to the extent due to a qualifying event of Force Majeure.

(e) Unavailability of equipment, repairs, or spare parts for the Facility, except to the extent due to a qualifying event of Force Majeure.

(f) Inability to obtain, maintain, or renew any permit, or other undue delay in obtaining, maintaining, or renewing any permit, in either case, due to Seller's failure to diligently pursue obtaining, maintaining, or renewing such Permit.

(f) Scheduled maintenance of the Facility.

(g) Orders or restraints of IPL shall not constitute a Force Majeure that excuses IPL's performance of any of its obligations under this Agreement.

9.3 Effect of Force Majeure. No Party shall be considered to be in default in performance of any obligation hereunder if failure of performance shall be due to Force Majeure. A Party shall not, however, be relieved of liability for failure of performance if such failure is due to events arising out of removable or remediable events which it fails to remove or remedy with reasonable dispatch. If a Party is rendered unable to fulfill any obligation by reason of a Force Majeure Event, it shall exercise due diligence to remove such inability with all reasonable dispatch. Notwithstanding the provisions of this Section 9.1, payment for replacement energy, liquidated damages, penalties, assessments, or the like imposed by the Applicable Regional Transmission Organization (or a transaction counterparty, if applicable) due to a Party's nonperformance shall not be excused because of a Force Majeure.

9.4 Procedure for Calling Force Majeure. If one Party wishes to claim relief from the performance of its obligations arising under this Agreement on account of any event or circumstance of Force Majeure (hereinafter, the "Affected Party"), then the Affected Party shall give written notice to the other Party of such event or circumstance as soon as reasonably practicable after becoming aware of such event or circumstance. Each notice of a Force Majeure event served by an Affected Party to the other Party shall specify the event or circumstance of Force Majeure in respect of which the Affected Party is claiming relief and the steps being taken to mitigate and overcome the effects of such event or circumstances. Noncompliance by the Affected Party with the procedure specified herein shall relieve the other Party from accepting the Affected Party's claim until proper notice is so provided. During the continuance of any event or circumstance of Force Majeure in respect of which the Affected Party has claimed relief under this Section 9.1, the Affected Party shall:

(a) continue to perform those of its obligations that are not affected by Force Majeure and use its commercially reasonable efforts to mitigate the effects of such Force Majeure and to remedy any inability to perform its obligations hereunder due to such events as promptly as reasonably practicable; provided, that:

(i) the Affected Party shall not be obliged to take any steps that would not be in accordance with Good Industry Practice or Applicable Laws or that would be beyond its reasonable control; and

(ii) the Affected Party shall not be required to settle any strikes or other labor disputes on terms that are adverse to the Affected Party and not commercially reasonable.

(b) furnish periodic reports to the other Party regarding the progress in overcoming the adverse effects of such event of Force Majeure and setting forth its best, good faith estimate concerning when it will be able to resume the performance of its obligations under this Agreement; and

(c) resume the performance of its obligations under this Agreement as soon as is reasonably practicable after the events of Force Majeure are remedied or cease to exist.

9.5 Performance Suspended. During the continuance of any Force Majeure, the obligations of an Affected Party under this Agreement that are affected by Force Majeure, other than any obligation of either Party to pay money when due under the terms of this Agreement (including, under Article VI), shall be suspended to the extent such condition results in the Affected Party's inability to perform its obligations; provided, however, that IPL shall retain its right to terminate under Section 10.4(a). The obligations of the other Party that correspond to the suspended obligations of the Affected Party shall also be suspended during the duration of the Force Majeure Event.

9.6 End of Force Majeure Event. When the Affected Party is able, or would have been able if it had complied with its obligations under this Article, to resume the performance of all of its obligations under this Agreement affected by the occurrence of an event or circumstance of Force Majeure, then the period of Force Majeure relating to such event or circumstance shall be deemed to have ended.

ARTICLE X.
DEFAULT AND TERMINATION

10.1 Energy Manager Events of Default. The occurrence of any one or more of the following events shall constitute an event of default with respect to Energy Manager (an "Energy Manager Event of Default") under this Agreement:

(a) the failure by Energy Manager to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is received by Energy Manager; or

(b) the failure by Energy Manager to perform any material covenant or agreement set forth in this Agreement (other than as described in Sections 10.1(a), 10.1(c), 10.1(d), and 10.1(f)) and such failure is not cured within fifteen (15) Business Days after written notice is received by Energy Manager; or

(c) Energy Manager shall either (i) fail to maintain in full force and effect any Permit necessary for the performance of the Services hereunder or for the purchase and sale of Power, or (ii) become subject to an order by any Governmental Authority whereby such Governmental Authority revokes or suspends any Permit necessary for the performance of the Services hereunder or for the purchase and sale of Power; or

(d) any representation or warranty of Energy Manager in this Agreement proves to have been incorrect in any material respect (or, if qualified by "materiality" or similar language, in all respects) as of the Effective Date; or

(e) an Event of Default with respect to Energy Manager;

(f) The commencement, with respect to Energy Manager of a bankruptcy, reorganization, moratorium, liquidation or similar insolvency proceeding or other relief under any bankruptcy or insolvency law affecting creditors' rights or a petition is presented or instituted for its winding-up or liquidation; or

(g) a material breach or event of default shall occur with respect to Energy Manager under any other transaction or agreement (other than under the Implementation Agreement) between Energy Manager (on the one hand) and IPL (on the other hand) and, as a result thereof, such other agreement or transaction is terminated or accelerated.

10.2 IPL Events of Default. The occurrence of any one or more of the following events shall constitute an event of default with respect to IPL (a "IPL Event of Default") under this Agreement:

(a) the failure by IPL to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is received by IPL; or

(b) the failure by IPL to perform any material covenant or agreement set forth in this Agreement (other than as described in Sections 10.2(a), 10.2(c), and 10.2(d)) and such failure is not cured within fifteen (15) Business Days after written notice is received by IPL; or

(c) IPL shall either (i) fail to maintain in full force and effect any material Permit necessary to operate the Facility or (ii) become subject to an order by any Governmental Authority whereby such Governmental Authority revokes or suspends any Permit necessary for the operation of the Facility; or

(d) any representation or warranty of IPL in this Agreement proves to have been incorrect in any material respect (or, if qualified by "materiality" or similar language, in all respects) as of the Effective Date; or

(e) an Event of Default with respect to IPL; or

(f) a material breach or event of default shall occur with respect to IPL under any other transaction or agreement (other than under the Implementation Agreement) between Energy Manager (on the one hand) and IPL (on the other hand) and, as a result thereof, such other agreement or transaction is terminated or accelerated.

10.3 Rights of Non-Defaulting Party; Calculations; Payments.

(a) If an Event of Default has occurred and is then continuing, the Non-Defaulting Party shall have the right to: (i) by not more than twenty (20) days' notice to the Defaulting Party, designate in a Termination (Default) Notice the day such notice is effective as a Termination Date with respect to this Agreement and the Implementation Agreement; (ii) suspend performance under this Agreement and the Implementation Agreement; and/or (iii) withhold any payments due to the Defaulting Party under this Agreement and the Implementation Agreement. The Termination (Default) Notice shall specify in reasonable detail the circumstances giving rise to such Termination (Default) Notice.

(b) On or as soon as reasonably practicable following the occurrence of a Termination Date pursuant to this Section 10.3 with respect to this Agreement, the Non-Defaulting Party will calculate in a commercially reasonable manner its Losses with respect to such termination and will provide to the Defaulting Party a statement showing, in reasonable detail, such calculations including all relevant quotations. If the Non-Defaulting Party's Losses are a

positive number, the Defaulting Party will pay such amount to the Non-Defaulting Party, net of amounts payable under the Implementation Agreement. Such amount will be paid by the Defaulting Party on the day that notice of the amount payable is effective, along with interest calculated at the Interest Rate from the Termination Date until the date paid.

10.4 Additional Termination Right.

(a) If IPL or its Affiliates have executed a definitive agreement to sell or otherwise dispose of IPL or its assets during the Initial Term, IPL shall have the right at its sole discretion to terminate this Agreement at any time during the Initial Term without cause and without the occurrence of any event described in Section 10.1 and Section 10.2, by delivering a Termination Notice to Energy Manager, which Termination Notice shall specify a Termination Date, which shall be no less than ninety (90) days following the delivery of the Termination Notice to Energy Manager. Notwithstanding anything to the contrary herein, such Termination Notice may be delivered with less notice so long as there remains sufficient time to remove Energy Manager from its role hereunder with the Applicable Regional Transmission Organization with regard to the Facility prior to the Termination Date. If IPL terminates this Agreement pursuant to this Section 10.4(a), (i) an aggregate amount equal to the sum of the remaining Minimum Monthly Fee payable in the Initial Term and (ii) all amounts due under this Agreement as calculated pursuant to Article VI shall be paid on the Termination Date and on the Termination Date the Parties shall pay to each other amounts due and owing to the other Party under this Agreement with respect to any Services theretofore performed by Energy Manager.

(b) IPL shall have the right at its sole discretion to terminate this Agreement after the Initial Term at any time without cause and without the occurrence of any event described in Section 10.1 and 10.2, by delivering a Termination Notice to Energy Manager, which Termination Notice shall specify a Termination Date, which shall be no less than ninety (90) days following the delivery of the Termination Notice to Energy Manager; provided, however, notwithstanding anything to the contrary herein, if IPL or its Affiliates have executed a definitive agreement to sell or otherwise dispose of IPL or its assets, such Termination Notice may be delivered with less notice so long as there remains sufficient time to remove Energy Manager from its role hereunder with the Applicable Regional Transmission Organization with regard to the Facility prior to the Termination Date. If IPL terminates this Agreement pursuant to this Section 10.4(b), all amounts due under this Agreement as calculated pursuant to Article VI shall be paid on the Termination Date and on the Termination Date the Parties shall pay to each other amounts due and owing to the other Party under this Agreement with respect to any Services theretofore performed by Energy Manager.

(c) IPL shall have the right at its sole discretion to terminate this Agreement at any time after the Effective Date and prior to the Commencement Date by delivering a Termination Notice to Energy Manager, which Termination Notice shall be effective immediately upon receipt of such Termination Notice by Energy Manager.

(d) Energy Manager shall have the right in its sole discretion to terminate this Agreement at any time after the Initial Term without cause and without the occurrence of any event described in Section 10.1 and 10.2, by delivering a Termination Notice to IPL, which Termination Notice shall specify a Termination Date, which shall be no less than sixty (60) days following the delivery of the Termination Notice to IPL, so long as there remains sufficient time to remove Energy Manager from its role hereunder with the Applicable Regional Transmission Organization

with regard to the Facility prior to the Termination Date. If Energy Manager terminates this Agreement pursuant to this Section 10.4(d), all amounts due under this Agreement as calculated pursuant to Article VI shall be paid on the Termination Date and on the Termination Date the Parties shall pay to each other amounts due and owing to the other Party under this Agreement with respect to any Services theretofore performed by Energy Manager.

(e) For the avoidance of doubt and in accordance with Section 16.9 of this Agreement, each Party's rights and remedies pursuant to Article XI (Indemnification) of this Agreement shall survive termination of this Agreement.

(f) If IPL terminates this Agreement for convenience during the Initial Term, IPL shall also pay Energy Manager the net present value of any contractually committed Monthly Management Fees remaining in the Initial Term, calculated using mutually agreed assumptions.

10.5 Successor to Energy Manager. Upon any termination of this Agreement:

(a) Subject to the timing requirements contained in Section 10.4(d), Energy Manager shall use all commercially reasonable efforts to facilitate the transfer of duties to any Person appointed by IPL to provide energy management services in connection with the operation of the Facility (the "Successor Energy Manager") so as not to disrupt the normal operation of the Facility, including but not limited to (i) continuing to provide Services pursuant to the terms of this Agreement upon IPL's request for up to thirty (30) days after the date on which termination of this Agreement with respect to IPL becomes effective and (ii) providing all relevant information, data and records relating to the performance of the Services to the Successor Energy Manager and its representatives and accede to all reasonable requests made by IPL in connection with preparing for taking over the duties and obligations of Energy Manager by the Successor Energy Manager. During the period during which Energy Manager continues to provide Services beyond the Termination Date, Energy Manager will continue to receive the Monthly Management Fee.

(b) Promptly after the Termination Date, Energy Manager shall deliver to (and shall, with effect from termination, hold in trust for and to the order of) IPL or (if so required by IPL by written notice) to the Successor Energy Manager all property in its possession or under its control owned by IPL or licensed to IPL.

10.6 Cooperation Following Termination. Energy Manager shall, upon termination of this Agreement, cooperate with IPL and the Successor Energy Manager and comply with all reasonable requests of IPL, including the execution of documents and other actions to facilitate the replacement by the Successor Energy Manager as energy manager for the Facility; provided, however, that IPL shall pay any reasonable costs incurred by Energy Manager relating thereto. Notwithstanding the foregoing, if such termination was the result of an Energy Manager Event of Default, then Energy Manager shall reimburse IPL for the reasonable costs incurred in connection with the appointment and engagement of the Successor Energy Manager.

ARTICLE XI.
INDEMNIFICATION

11.1 By Energy Manager.

(a) Energy Manager shall indemnify, defend and hold harmless the IPL Indemnified Parties from and against any and all suits, actions, liabilities, legal proceedings, claims, demands, losses, costs and expenses of whatsoever kind or character, including reasonable attorneys' fees and expenses (collectively, "Claims") in respect of personal injury to, or death of, Third Parties and in respect of loss of, or damage to, any Third Party property to the extent that the same arises out of or results from (i) the breach of any representation or warranty made by Energy Manager under this Agreement or the Implementation Agreement, (ii) any failure of Energy Manager to perform its obligations under this Agreement, including to perform the Services in accordance with the standard set forth in Section 4.2, (iii) any gross negligence, willful misconduct, or material breach**,** or tortious acts or omissions by Energy Manager or its subcontractors or their respective agents or employees, or (iv) any fraudulent action, willful misconduct or breach of Applicable Law on the part of Energy Manager or its subcontractors or their respective agents or employees in the performance of their express obligations arising under this Agreement.

(b) Subject to the provisions of Article XII and without limiting the provisions of Section 11.1(a), Energy Manager shall also indemnify, defend and hold harmless the IPL Indemnified Parties from and against any and all regulatory penalties or fines, fees, and expenses (including attorneys' fees and expenses whether at the trial or appellate level) to the extent arising from Energy Manager's violation of any Applicable Law, unless any of the foregoing are the direct result of Energy Manager following the explicit instructions of IPL in which case Energy Manager shall have no obligation to indemnify.

11.2 By IPL.

The obligations of IPL under this Section are subject to and limited by the doctrines of sovereign and official immunity and the limitations of liability set forth in Chapter 537, RSMo, including § 537.610, and shall not be construed as a waiver thereof. Any monetary obligation is subject to annual appropriation by its governing body.

11.3 Concurrent Negligence. **NOTWITHSTANDING SECTIONS 11.1 AND 11.2 ABOVE, WHEN ANY OBLIGATION FOR INDEMNIFICATION RESULTS FROM JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BAD FAITH OF BOTH IPL AND ENERGY MANAGER, SUCH PARTIES' DUTY OF INDEMNIFICATION SHALL BE IN PROPORTION TO EACH SUCH PARTY'S ALLOCABLE SHARE OF JOINT OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BAD FAITH.**

11.4 Cooperation Regarding Claims. If any Party hereto shall receive notice or have knowledge of any claim that may result in a claim for indemnification by any IPL Indemnified Party or any Energy Manager Indemnified Party, as applicable (the "Indemnified Party") against the other Party (the "Indemnifying Party") pursuant to this Agreement, such Indemnified Party shall, as promptly as possible, give the Indemnifying Party notice of such claim, including a reasonably detailed description of the facts and circumstances relating to such claim, and a complete copy of

all notices, pleadings and other papers in its possession related thereto, and in reasonable detail describe the basis for its potential claim for indemnification with respect thereto; provided, that failure promptly to give such notice or to provide such information and documents shall not relieve the Indemnifying Party from the obligation hereunder to respond to or to defend the Indemnified Party failing to give such notice against such claim, unless the failure to provide such notice would give rise to additional liability on the part of the Indemnifying Party, in which case the Indemnifying Party shall not be liable for such additional liability.

11.5 Defense of Third-Party Claims.

(a) The Indemnifying Party shall be entitled, at its option, and expense and with counsel of its selection, to assume and control the defense of any third-party claim, action, suit or proceeding that is subject to any indemnity provided in this Agreement by such Indemnifying Party, subject to the prior approval of the Indemnified Party, which shall not unreasonably be withheld; provided, that the Indemnifying Party gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable costs and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense.

(b) Notwithstanding the provisions of this Section 11.5, unless and until the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party and assumes control of the defense of a claim, suit, action or proceeding in accordance with Section 11.5(a), the Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any claim, action, suit or proceeding by any Third Party alleged or asserted against the Indemnified Party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of the Indemnifying Party hereunder.

(c) Indemnifying Party shall not be entitled to settle or compromise any such claim, suit, action or proceeding without the prior written consent of the Indemnified Party; provided, that after agreeing in writing to indemnify the Indemnified Party, the Indemnifying Party may settle or compromise any claim without the approval of the Indemnified Party so long as such claim is solely for monetary damages that are paid in full by the Indemnifying Party and so long as the Indemnified Party is fully released from liability by the claimant. So long as the Indemnifying Party is fulfilling its obligations pursuant to this Article XI, the Indemnified Party shall not be entitled to settle any such claim, suit, action or proceeding without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) Following the acknowledgment of the indemnification and the assumption of the defense by the Indemnifying Party, the Indemnified Party shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, when and as occurred, unless (i) the employment of counsel by the Indemnified Party has been authorized in writing by the Indemnifying Party and the Indemnifying Party has agreed to pay such fees and expenses, (ii) the Indemnified Party shall have reasonably concluded, upon advice of counsel, that there would be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of such action, or (iii) the Indemnifying Party shall not in fact have employed

independent counsel reasonably satisfactory to the Indemnified Party to assume the defense of such action and shall have been so notified by the Indemnified Party.

ARTICLE XII.
LIMITATION OF LIABILITY

12.1 General Limitations of Liability.

(a) **SUBJECT TO SECTION 16.18 OF THIS AGREEMENT, THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. SUBJECT TO SECTIONS 12.2 AND 12.3, EACH PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, EACH PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED**.

(b) **EXCEPT TO THE EXTENT SUCH AMOUNTS MAY MAKE UP A THIRD PARTY CLAIM FOR INDEMNIFICATION UNDER ARTICLE XI, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, OR OTHERWISE THAT ARISE OUT OF THIS AGREEMENT OR THE IMPLEMENTATION AGREEMENT (EXCEPT AS PROVIDED THEREIN). THE PARTIES FURTHER AGREE THAT THE WAIVERS AND DISCLAIMERS OF LIABILITY, INDEMNITIES, RELEASES FROM LIABILITY, AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS AGREEMENT SHALL SURVIVE TERMINATION OF THIS AGREEMENT, AND SHALL APPLY AT ALL TIMES, WHETHER IN CONTRACT, EQUITY, TORT OR OTHERWISE.**

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(c) **IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.**

12.2 Limitation of IPL's Liability. Energy Manager understands and agrees that, notwithstanding anything to the contrary herein, (a) no claim shall be made against any employee, representative, officer or director, whether past, present or future, of IPL in connection with this Agreement; (b) there shall be absolutely no personal liability or recourse for the payment of any amounts due hereunder, or the performance of any obligations hereunder against any employee, representative, officer or director, whether past, present or future, of IPL, irrespective of any failure to comply with the provisions of this Agreement; (c) Energy Manager shall look solely to the assets of IPL for any breach by IPL; (d) Energy Manager shall have no right to any claim against IPL for any capital contributions from any employee, member, representative, officer or director, whether

past, present or future, of IPL; and (e) the provisions of 12.2(a) through (d) are made expressly for the benefit of employees, shareholders, partners, members, representatives, officers and directors, whether past, present or future, of IPL.

12.3 Limitation of Energy Manager's Liability. IPL understands and agrees that, notwithstanding anything to the contrary herein, except with respect to any guaranty or other credit support provided pursuant to this Agreement or the Implementation Agreement (a) no claim shall be made against any employee, shareholder, partner, member, representative, officer or director, whether past, present or future, of Energy Manager in connection with this Agreement; (b) there shall be absolutely no personal liability or recourse for the payment of any amounts due hereunder, or the performance of any obligations hereunder against any employee, shareholder, partner, member, representative, officer or director, whether past, present or future, of Energy Manager, irrespective of any failure to comply with the provisions of this Agreement; (c) IPL shall have no right to any claim against Energy Manager for any capital contributions from any employee, shareholder, partner, member, representative, officer or director, whether past, present or future, of Energy Manager; and (d) the provisions of 12.3(a) through (c) are made expressly for the benefit of employees, shareholders, partners, members, representatives, officers and directors, whether past, present or future, of Energy Manager.

ARTICLE XIII.
CONFIDENTIALITY

13.1 The Parties recognize that some or all the information provided by a Party to the other Party hereunder, either orally or in writing, is deemed confidential and subject to the restrictions pursuant to Exhibit F of this Agreement.

ARTICLE XIV.
REPRESENTATIONS AND WARRANTIES

14.1 Energy Manager Representations and Warranties. Energy Manager represents and warrants to IPL as of the Effective Date, that:

(a) Organization and Good Standing. Energy Manager is a corporation duly organized, validly existing and in good standing under the laws of the State of North Dakota.

(b) Enforceability. This Agreement constitutes the legal, valid and binding obligation of Energy Manager, except as enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, and (ii) general principles of equity.

(c) Due Authorization. The execution, delivery and performance of this Agreement by Energy Manager has been duly authorized by all requisite action and will not conflict with any provisions of any Applicable Law, or any material agreement or instrument to which it is a party or by which it, its property or assets may be bound or affected, and specifically

that Energy Manager's performance under this Agreement, and the terms of any transactions entered into hereunder, are not subject to the jurisdiction of any state utility or public service commissions.

(d) Permits. Energy Manager has obtained and shall maintain until this Agreement is terminated all Permits required for it to perform the Services.

(e) Litigation. Energy Manager is not a party to any legal, administrative, arbitral, investigatorial or other proceeding or controversy pending or, to its knowledge, threatened, that could materially adversely affect its ability to perform its obligations hereunder.

(f) Experience. Energy Manager has such knowledge and experience in energy commodity trading, marketing, all relevant FERC Tariff, financial and business matters generally and is capable of evaluating the merits and risks of the Services to be provided hereunder, including, but not limited to, Other Transactions, and Related Agreements to be entered into in connection with this Agreement and the Implementation Agreement.

(g) No Reliance. Energy Manager: (i) is not relying upon any representations or warranties of IPL other than those expressly set forth in this Agreement; (ii) is entering into this Agreement as principal and understands that, except as provided herein, IPL is not acting as Energy Manager's advisor, agent, broker or in any other capacity, fiduciary or otherwise; (iii) has entered into this Agreement with a full understanding of the material terms and risks of the same; (iv) has made its decisions (including regarding the suitability thereof) based upon its own judgment and any advice from such advisors as it deemed necessary and not in reliance upon any view expressed by IPL; and (v) has consulted with and is relying on its own advisors with regard to the tax consequences of this Agreement, and, except as expressly provided in this Agreement, is not relying upon any representation of or information obtained from IPL, or any of IPL's agents with respect to taxes.

(h) FERC Authorization. Energy Manager is a power marketer authorized by the FERC to sell wholesale electric power at market-based rates.

(i) Disclaimer of Warranties.

(i) EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE XIV, ENERGY MANAGER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS AGREEMENT OF ANY KIND OR NATURE WHATSOEVER WHETHER EXPRESS, IMPLIED OR STATUTORY, AND SUCH OTHER AND FURTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY ENERGY MANAGER AND WAIVED BY THE OTHER PARTIES TO THIS AGREEMENT.

(ii) EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE XIV, ENERGY MANAGER EXPRESSLY DISCLAIMS AND NEGATES, AND THE OTHER PARTIES TO THIS AGREEMENT HEREBY WAIVES, ANY LIABILITY OR RESPONSIBILITY FOR ANY STATEMENT OR INFORMATION ORALLY OR IN WRITING MADE OR COMMUNICATED TO THE OTHER PARTIES TO THIS AGREEMENT, INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO THE OTHER PARTIES TO THIS AGREEMENT

BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF ENERGY MANAGER OR ANY OTHER AGENT, CONSULTANT OR REPRESENTATIVE.

14.2 IPL Representations and Warranties. IPL represents and warrants to Energy Manager, as of the Effective Date, that:

(a) Organization and Good Standing. IPL is a municipality duly organized, validly existing, and in good standing under the laws of the State of Missouri, and the City has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.

(b) Enforceability. This Agreement constitutes the legal, valid, and binding obligations of IPL, enforceable in accordance with its terms.

(c) Due Authorization. The execution, delivery and performance of this Agreement by IPL has been duly authorized by all authorized actions and will not conflict with any provisions of any Applicable Law.

(d) Litigation. IPL is not a party to any legal, administrative, arbitral, investigatorial or other proceeding or controversy pending or, to its knowledge, threatened, that could materially adversely affect its ability to perform its obligations hereunder. Notwithstanding the foregoing, IPL's sole continuing covenant with respect to this Section shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

(e) No Reliance. IPL: (i) is not relying upon any representations or warranties of Energy Manager other than those expressly set forth in this Agreement; (ii) has entered into this Agreement with a full understanding of the material terms and risks of the same;

(iii) has made its decisions (including regarding the suitability thereof) based upon its own judgment and any advice from such advisors as it deemed necessary and not in reliance upon any view expressed by Energy Manager; and (iv) has consulted with and is relying on its own advisors with regard to the tax consequences of this Agreement, and, except as expressly provided in this Agreement, is not relying upon any representation of or information obtained from Energy Manager, or any of Energy Manager's agents with respect to taxes.

14.3 Disclaimer of Warranties

(i) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IPL MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS AGREEMENT OF ANY KIND OR NATURE WHATSOEVER WHETHER EXPRESS, IMPLIED OR STATUTORY, AND SUCH OTHER AND FURTHER REPRESENTATIONS AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY IPL AND WAIVED BY THE OTHER PARTIES TO THIS AGREEMENT.

(ii) EXCEPT AS EXPRESSLY SET FORTH IN THIS ARTICLE XIV, IPL EXPRESSLY DISCLAIMS AND NEGATES, AND THE OTHER PARTIES TO THIS

AGREEMENT HEREBY WAIVES, ANY LIABILITY OR RESPONSIBILITY FOR ANY STATEMENT OR INFORMATION ORALLY OR IN WRITING MADE OR COMMUNICATED TO THE OTHER PARTIES TO THIS AGREEMENT, INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO THE OTHER PARTIES TO THIS AGREEMENT BY ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, CONSULTANT, OR REPRESENTATIVE OF IPL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE.

ARTICLE XV.
DISPUTE RESOLUTION

15.1 Dispute Notice. If a dispute arises between the Parties, then the aggrieved Party may provide written notice thereof to the other Party, including a detailed description of the subject matter of the dispute.

15.2 Negotiations. Representatives of the Parties shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under Section 15.1.

15.3 Involvement of Senior Executives. If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the Parties may mutually agree, then each Party shall promptly designate its most senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

15.4 Binding Arbitration. If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall be settled exclusively by arbitration, conducted before a panel of three arbitrators, selected in accordance with the American Arbitration Association ("AAA") Complex Commercial Rules then in effect. All meetings and hearings shall be conducted at the AAA office in Springfield, Missouri. Judgement may be entered on the arbitrator's award in any court having jurisdiction; the expense of such arbitration shall be borne equally by the Parties.

15.5 Agency Jurisdiction. Notwithstanding anything to the contrary in Section 10.4, the Parties acknowledge and agree that (i) either Party may seek a preliminary injunction or other provisional judicial remedy if such action is necessary to prevent irreparable harm, in which case, both Parties nonetheless will continue to pursue resolution of the dispute by means of the procedures contained herein; and (ii) a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority.

15.6 Continued Performance. The Parties shall continue to perform under this Agreement during the pendency of any efforts to resolve a dispute under Section 15.1.

ARTICLE XVI.
MISCELLANEOUS

16.1 Severability. The invalidity, in whole or in part, of any Section or provision of this Agreement that is declared or rendered unlawful by any Governmental Authority with jurisdiction over the Parties, or deemed unlawful due to a statutory change, will not otherwise affect the validity of the remainder of such Sections or provisions or the validity of the lawful obligations that remain hereunder.

16.2 Entire Agreement. This Agreement, together with the Implementation Agreement, contains the complete agreement between IPL and Energy Manager with respect to the provision of Services as contained herein and supersedes all other agreements, whether written or oral, with respect to the matters contained therein.

16.3 Amendment. No modification, amendment, or other change to this Agreement will be binding on any Party unless consented to in writing by all Parties; provided, however, that IPL may revise, without the consent of the Energy Manager, the Energy Management Plans, Risk Management Strategies, Execution Strategies and the Operating and Dispatch Procedures with respect to the Facility as described herein.

16.4 Assignment.

(a) This Agreement shall be binding upon the successors and assigns of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Agreement shall run until the Agreement is terminated. Neither Party shall have the authority to make an assignment of this Agreement, in whole or in part, without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, conditioned or delayed.

16.5 Notices. All notices required or provided for in this Agreement shall be in writing and may be delivered in any manner set forth below and will be deemed effective as indicated unless the date of that delivery (or attempted delivery) or that receipt as applicable, is not a Business Day or that communication is delivered (or attempted) or received, as applicable, after the close of business on a Business Day, in which case that communication shall be deemed given and effective on the first following day that is a Business Day:

(i) If delivered by in person or by courier, on the date it is delivered;

(ii) If delivered by electronic mean, the transactions described in this Agreement may be conducted, sent, received, executed, and stored, by electronic means or transmissions. Copies, telecopies, electronic files and other reproductions of original executed documents (or documents executed by electronic means or transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.;

(iii) If sent by certified or registered mail or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted

Any notice shall be delivered to the address set forth below:

If to Energy Manager:
Rainbow Energy Marketing Corporation
918 East Divide Ave
Bismarck, ND 58504
Attn: Contract Administration
Phone: 701-222-2290
Fax: 701-255-7952

If to IPL:
Independence Power & Light
21500 East Truman Road
Independence Missouri 64056
Attention: Joseph Hegendeffer
Phone: 816-325-7494
Email: jhegendeffer@indepmo.org

With a copy to e-mail: citymanager@indepmo.org

16.6 Additional Documents and Actions. Each Party agrees to execute and deliver to the other such additional documents, and take such additional actions, as may be reasonably required by the other to effect the intent of this Agreement.

16.7 Waiver. Failure by any Party to exercise any of its rights under this Agreement shall not constitute a waiver of such rights. No Party shall be deemed to have waived any right resulting from any failure to perform by another Party unless it has made such waiver specifically in writing.

16.8 Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein. The headings are inserted for convenience and are to be ignored for the purposes of construction. The Schedules and Exhibits to this Agreement form part of this Agreement and will be of full force and effect as though they were expressly set forth in the body of this Agreement.

16.9 Survival. Notwithstanding any provisions herein to the contrary, the obligations set forth in Section 3.5 (which shall remain in effect only until the final Energy Management Payment is made), and Articles VI, VIII, XI, XII and any other indemnification obligations set forth in this Agreement shall survive the expiration or termination of this Agreement for a period of twenty-four (24) Months therefrom.

16.10 No Third Party Beneficiary. This Agreement is for the sole and exclusive benefit of the Parties hereto and shall not create a contractual relationship with, or cause of action in favor of, any Third Party.

16.11 Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement.

16.12 Joint Negotiation. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, submission or other event of negotiation, drafting or execution hereof.

16.13 Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER WILL BE GOVERNED BY AND SHALL BE INTERPRETED, CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI, EXCLUSIVE OF ITS CONFLICTS OF LAWS PRINCIPLES.

16.14 Regulatory Filing. Energy Manager may send a letter to FERC outlining the relationship between Energy Manager and IPL hereunder and Energy Manager may make any other regulatory filing that may be required by FERC or may be required in the reasonable opinion of Energy Manager's counsel, including but not limited to, a "Non-Material Change in Status" of Energy Manager's market-based rate authority. With the acknowledgment that Facility control remains with IPL as specified in Section 16.15, IPL agrees to reasonably cooperate with Energy Manager in any such filing. Energy Manager shall provide a copy of such letter and such other regulatory filing, if any, to IPL with sufficient opportunity for IPL to review and comment on such letter prior to its submission to FERC.

16.15 IPL Control. Notwithstanding anything in this Agreement to the contrary, IPL retains and shall retain ultimate decision-making authority and control with respect to the Agreement for purposes of Part II of the Federal Power Act. Energy Manager shall have no Dispatch control over the Facility during any period of the Term, in whether in practice as a result of the performance or undertaking of the Services, or otherwise pursuant to the terms of this Agreement. Nothing in this Section shall limit Energy Manager's authority to execute transactions pursuant to delegated authority under Section 7.9.

16.16 Consent to Jurisdiction. Each Party hereby irrevocably submits to the non-exclusive jurisdiction of the federal and state courts located in KANSAS CITY, MISSOURI in any action, suit or proceeding arising out of or relating to this Agreement or any of the Related Agreements. Each Party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such action, suit or proceeding brought in such a court and any claim that any such action, suit or proceeding brought in such a court has been brought in an inconvenient forum.

16.17 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, RELATED AGREEMENTS, OR ANY OF THE SERVICES CONTEMPLATED HEREBY.

16.18 Specific Performance. The Parties acknowledge and agree that irreparable harm for which monetary damages would not be an adequate remedy would occur in the event of a breach of any of the terms or provisions of this Agreement. Accordingly, the Parties agree that, in addition to other remedies, each of the Parties shall be entitled to specific performance with respect to the provisions of this Agreement referred to above without the necessity of proving the inadequacy of monetary damages as a remedy and to obtain injunctive relief against any such breaches or threatened breaches of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the following Parties have caused this Energy Management Agreement to be duly executed as of the date first written above.

RAINBOW ENERGY MARKETING CORPORATION

By: _____
Name:
Title

THE CITY OF INDEPENDENCE, MISSOURI

By:

Name: _____

Title: _____

[Signature Page to Energy Management Agreement]

EXHIBIT A

OPERATING AND DISPATCH PROCEDURES

1. Communications. Energy Manager will participate in daily calls with plant personnel to discuss the status of each facility and receive information on expected status and operation of each for the next seven (7) days.

   Where access is provided, Energy Manager will monitor output and status for the Facility throughout each day via electronic access to each facility's Plant Information (PI) system. Energy Manager will also receive notification via telephone, email or other means of electronic messaging from plant personnel on changes to resource status.

2. Dispatch. All dispatch of Facility shall be subject to the Design Limits, Good Industry Practice and the equipment manufacturer's then current guidelines and recommendations generally applicable to the Facility generating equipment, and made on a Business Day-ahead basis in accordance with the following procedures ("Dispatch"). The Design Limits shall be provided to IPL from time to time, or as requested in accordance with this Agreement.

   (b) By 7:00 a.m. ET each Business Day, Generator Operator shall transmit to Energy Manager an Availability Notice, setting forth the availability of the Facility for the following Business Day. If Generator Owner fails to transmit the Availability Notice to Energy Manager, the Facility shall be deemed one hundred percent (100%) available for all Hours of the Day covered by the Day-Ahead Dispatch Request.

   (c) By 4:00 p.m. ET each Business Day, Energy Manager shall transmit to Generator Operator a Day-Ahead Dispatch Request setting forth for each Hour of the next Business Day its Dispatch requirements for the Facility.

   (d) During any Business Day covered by a Day-Ahead Dispatch Request, Energy Manager may submit an Intra-Day Dispatch Request for any available capacity of the Facility above the amount requested in the Day-Ahead Dispatch Request.

(e) Energy Manager may not dispatch that portion of the Facility that is undergoing maintenance. Generator Operator shall communicate the Facility' anticipated maintenance schedule to Energy Manager prior to the Commencement Date, and prior to the Term extension, if any.

3. Daily Checkout. At the end of each Business Day, Generator Owner, and Energy Manager will by phone or email confirm all transactions entered into on that day (the "Daily Checkout").

4. Generator Owner shall not revise the Operating and Dispatch Procedures in a manner that materially increases Energy Manager's operational burden or risk without mutual agreement.

EXHIBIT B

ACCOUNTS

Energy Manager Account:

Bank: BNC National Bank
ABA#: 091310754
Acct: 62480
Special Instructions:

IPL Account:

Bank: U M B B a n k N A
ABA#: 101000695
Acct.: 9 8 7 1 5 1 6 5 7 1
Ref:

EXHIBIT C

PRICING STRUCTURE

Monthly Management Fee

Beginning on the Commencement Date, IPL shall pay to Energy Manager a Monthly Management Fee in the amount of Fifty-Five Thousand Dollars (US $55,000), payable monthly in arrears. The Monthly Management Fee shall be subject to an annual escalation of two and fifty-five hundredths percent (2.55%), which shall be applied on each anniversary of the Commencement Date during both the Initial Term and any Renewal Term. Any modification to the Monthly Management Fee other than the foregoing annual escalation must be mutually agreed upon by the Parties in writing.

CONTRACT YEAR	MANAGEMENT FEE
YEAR 1	$55,000 US Dollars/Month
YEAR 2	$56,402.50 US Dollars/Month
YEAR 3	$57,840.76 US Dollars/Month
YEAR 4	$59,315.70 US Dollars/Month
YEAR 5	$60,828.25 US Dollars/Month

EXHIBIT D

IPL SPECIFIC TERMS

I. Generic Definitions.

"Facility" means the generator resource identified as the following:.

Facility: Independence Power Partners, LP owned natural gas generation facility.
Location: Independence, Missouri
Capacity: Up to 262 Megawatt (nameplate) (Average Ambient Conditions)
Heat Rate: approximately 10,914 (btu/kWh) (Average Ambient Conditions)
COD: Q3 2027
Fuel Type: Natural Gas
Configuration: 15 Solar Titan PGM 130 turbines in simple cycle mode
Gas Pipeline Interconnection: Southern Star, REX

"Applicable Regional Transmission Organization" or ("RTO") means the Southwest Power Pool, Inc. ("SPP"), or any successor to its functions.

II. "Transition Services" performed by Energy Manager shall include:

(a) As necessary, establishment and implementation of operational information technology and control area interfaces between Facility and Energy Manager;

(b) establishment as the scheduling coordinator, qualified scheduling entity, or similar entity;

(c) establishment of itself as the primary Market Participant, as described in clause (a) and (b) above, for the Facility to participate in the market;

(d) (A) coordinate with the Applicable Regional Transmission Organization to market power from the Facility in accordance with the Operating and Dispatch Procedures; and (B) manage Power imbalances with the intent of reducing the adverse economic impact of such Power imbalances.

III. "Power Management Services" provided by Energy Manager shall mean:

(a) Develop, negotiate and execute the sale of Power in accordance with the Dispatch Model and existing obligations;

(b) Develop the Dispatch Model;

(c) Execute scheduling of real-time Power transactions; coordinate with the Applicable Regional Transmission Organization on re-Dispatch; manage reliability obligations; and use reasonable efforts to respond to real-time forced outages;

(d) Schedule Power, procuring transmission and transmission transactions, book-out management, and settlements with the market;

(e) Develop other Ancillary Service product bids and offers, as permitted by the market;

(f) Maintain a 24-hour desk and serve as primary contact for communication between the Applicable Regional Transmission Organization and Energy Manager (including Ancillary Services, Power awards, schedule updates, emergency notices, outage, derate submittals and other communications or directions);

(g) Promptly notify IPL by email of all day ahead and real time schedules and other relevant, Applicable Regional Transmission Organization notices;

(h) Energy Manager shall be responsible for procurement of all of the natural gas requirements of the Facility in accordance with the terms of the PPA. Notwithstanding this requirement all costs for natural gas will be billed in accordance with the PPA.

IV. Data and Reports Provided by Energy Manager.

(a) Energy Manager will provide daily reports for all transactions executed or scheduled by Energy Manager, including merchant sales. The format and detail of the information included these reports will be as requested by the IPL.

(b) Energy Manager will provide IPL with a report of monthly gas usage for the Facility.

V. Meter Agent

(a) Energy Manager shall be designated as Meter Agent as defined by SPP.

(b) Energy Manager shall provide IPL electronic access to all meter data available from the Facility including all revenue meters.

(c) IPL shall have auditing rights of meter testing data consistent with this Agreement.

EXHIBIT E

CONFIDENTIALITY

a. Each Party has a binding obligation to maintain the confidentiality of all information it receives from the other Party, either orally or in writing, that the other Party designates as confidential, and shall not disclose such confidential information without the express written consent of the other Party, in whole or in part, to any person other than on a need-to-know basis to staff, affiliates, advisors, regulators, or consultants subject to confidentiality obligations or where required by law in accordance with this Section a. Confidential information shall not include information which (a) the Party can demonstrate was known to it prior to its disclosure by the other Party; (b) is, or later becomes, public knowledge without breach of this Section a by such Party; (c) was received by such Party from a third party without obligation of confidentiality; or (d) is developed by such Party independently from confidential information received from the other Party, as evidenced by appropriate documentation.

b. The Parties recognize that any confidentiality restrictions hereunder must be consistent with their obligations under the Missouri open-meeting laws, Sections 610.010 et seq., RSMo. If disclosure of confidential information in the possession of a Party is required by any jurisdictional authority and/or applicable law, the Party subject to such requirement, to the extent permissible and prior to disclosure, shall provide prompt written notice to the other Party of the request or demand so the Party whose confidential information is subject to disclosure may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. A Party receiving notice of such disclosure requirement may, at its own expense, intervene to prevent disclosure or to seek to obtain confidential treatment for all or a portion of the confidential information required to be disclosed. However, in the absence of a protective order or other remedy or the receipt of a waiver, the Party ordered to disclose may, without liability hereunder, disclose that portion of the confidential information that is legally required to be disclosed.

City of Independence, Missouri Fire Department

&

International Association of Firefighters Local No. 781

Contract

Effective January 1, 2026 through December 31, 2028

Approved by the Council on April 8, 2026

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ARTICLE 1 - STATEMENT OF PRINCIPLES

SECTION 1.1. This Contract is entered into by and between the City of Independence, Missouri (hereinafter referred to as the City) and Local 781 of the International Association of Firefighters AFL-CIO/CLC (hereinafter referred to as the Union) in order to establish a harmonious relationship between the City and its employees.

SECTION 1.2. In order that the public purpose may be best served, the City recognizes the Council's policy and previously recognized right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions that affect them, contribute to the effective conduct of public business, and facilitate and encourage the amicable and just settlement of disputes involving all conditions of employment between the Bargaining Unit and City.

SECTION 1.3. The Union and its members accept the principle that the mission of the Fire Department is to serve and protect the residents of the City of Independence, and to this end pledge their full and faithful efforts putting the interests of the citizens of Independence ahead of their own.

SECTION 1.4. It is agreed that when the expressed provisions of this Contract conflict with any other document, i.e., General Orders, SOP's, Personnel Policies and Procedures of the City of Independence, or Administrative Directives issued by the Fire Chief, this Contract will be controlling. Nothing herein shall restrict the City's right to issue directives not in conflict with this Contract.

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ARTICLE 2 - RECOGNITION

SECTION 2.1. The City recognizes the Union as the sole and exclusive bargaining agency and the Union President or the President's designee as the sole and exclusive bargaining agent for all members of the bargaining unit. Bargaining unit shall consist of all members of the Fire Department with the exception of the Fire Chief, Deputy Chief, Assistant Chiefs, Battalion Chiefs, Emergency Preparedness Manager, Chief Fire Inspector, and Civilian Aides to the aforementioned, Custodians, Mechanics, and office/clerical personnel.

SECTION 2.2. The City Personnel Policies and Procedures as presently written or as amended, or newly adopted Personnel Policies and Procedures shall not take precedence over the provisions of this Contract. When no contradiction exists between provisions of this Contract and the Personnel Policies and Procedures, the provisions of the Personnel Policies will apply.

SECTION 2.3. The City shall not discharge, discriminate against, suspend, discipline, interfere with, or restrain in any way members of Local 781 because of membership in Local 781 or because of lawful protected, concerted activities. The Union shall not discriminate against any member of the Fire Department who refrains or refuses to join the Union.

SECTION 2.4. The Union and its members will at all times respond to emergency and fire calls in a timely response concurrent with acceptable guidelines.

SECTION 2.5. No member while on duty shall for any reason be required to enter another City that is experiencing a labor dispute with its firefighters, but members on duty shall take all reasonable action to protect property within the City Limits threatened by an extraterritorial fire.

SECTION 2.6. If during the term of this Contract new classifications are created which should be included in the unit, the City agrees to meet with the Union and discuss issues as to rank, wages, benefits, and other conditions covered by the Contract applicable to new classifications. If the City and the Union are unable to agree, the matter may be submitted to arbitration under the provisions of Article 22 of this Contract.

SECTION 2.7. The City and Fire Department supervisory personnel shall not make any agreements with individual members or groups of members on matters of pay, hours of work, or any matters inconsistent with any provision of the Contract unless such has been agreed to in writing and in advance by the Union.

SECTION 2.8. For the purposes of this contract, the term "Operations" shall mean all duties conducted by Fire Suppression, Non-Suppression (Prevention), Emergency Medical Services, Hazardous Materials and Rescue duties.

SECTION 2.9. Release of Information. The City shall, upon request, provide to the Union information, statistics, and records reasonably relevant to the Union's performance of its functions in serving as the exclusive bargaining representative of the employees in the bargaining unit. Where such information involves personal or medical data, the City may require the Union to present a signed release from each employee covered by the request.

SECTION 2.10. In the event the City estimates that responding to a single information request will require the production of more than 200 pages of information that is not available in electronic format, and/or will require more than four hours of staff time to research or prepare, the City shall notify the Union of this fact, and the estimated charge for compliance with the request. Research and duplication time will be estimated and charged at $21.00 per hour, and copies shall be estimated and charged at 10 cents per page. In no event shall the Union be charged if the actual cost of research, duplication, and copies is less than $100.00.

SECTION 2.11. The Union shall defend, indemnify, and hold harmless the City in the event that a City employee should file a claim against the City for unauthorized dues deduction or release of information, and such deduction or release was pursuant to information, or a request for information, provided by the Union to the City.

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ARTICLE 3 - PAYROLL DEDUCTIONS

SECTION 3.1. Upon written authorization by an employee and the approval of the Union President, the City will deduct from the wages of each employee who is a member of the Union and who has authorized such deduction, that amount that is certified by the Union as initiation fees, assessments, and Union dues (to be divided between two (2) paychecks) and without unreasonable delay shall be emailed the same to the Union Secretary/Treasurer. These deductions shall be direct deposited into a bank account from the City to the Union.

SECTION 3.2. Upon authorization by an employee, the City will make payroll deductions for the following purposes:

A. United Way
B. Hospital-Medical/Surgical, Dental, and Vision Group Insurance to approved company
C. Credit Union
D. Deferred compensation plans
E. Direct deposits to financial institution of personal choice to include HSA.
F. Independence 76ers
G. IAFF Local 781

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ARTICLE 4 - PROBATION

SECTION 4.1. New Hires.

A. Newly-hired members shall be on a probationary period for one (1) year from date of hire. During the probationary period, they shall receive the basic firefighter training as required by the City, and set out in Articles 27 and 28 of this agreement. Their period of probation may be extended a maximum of one (1) six-month period to allow completion of firefighter training. If extended, the affected member shall be so notified, in writing, as to the specific reasons and areas where improvement is required. Newly-hired members are not eligible to bid on job openings, until completing their probationary period.

B. Newly-hired members shall complete a minimum of 120 hr. (3 week) Training Orientation Period (T.O.P.) and then will be assigned to the Suppression Division in accordance with Section 28.2 of this agreement. For the remainder of their probationary period, newly-hired members will be assigned at the discretion of the Fire Chief.

C. Newly-hired members shall be evaluated periodically per City policy. They may be discharged for any reason satisfactory to the City except that they may not be discharged for engaging in lawful protected, concerted activities.

D. The "just cause" standard shall not apply to the discipline or discharge of newly-hired members, who shall serve as "at-will" employees until their probation is completed. During the last six (6) months of the probationary period a discharged newly-hired member shall be entitled to a statement of the reason(s) for their discharge and the Union shall be provided with a copy. No newly-hired member shall be disciplined for an arbitrary, capricious, or unlawful reason.

E. The probationary period may be extended with or without a delay in the merit increase.

F. After completion of six (6) months employment with the City, newly-hired members shall be allowed to use scheduled leave.

G. Sick leave can be used immediately. One half (1/2) of the annual accrual shall be given at the time of hire.

H. Any newly-hired member (unless specified in writing on their probationary action form) shall have all rights, including those of assignment to positions as permanent members at the completion of their probationary period. If a member is assigned to a position that is currently vacant at the completion of the bid process, they shall be considered permanently assigned at the completion of their new-hire probationary period. The assigned member will retain their bid rights. They shall not be denied permanent assignment after the end of their probationary periods unless they have been notified in writing that their performance in any areas specified is inadequate and they are given the justifications for the decision. Newly-hired members on

probation may be transferred periodically for training purposes, or to fill vacant positions per department policy. No permanently assigned member will be required to transfer to accommodate this unless necessary. Reason(s) for the reassignment must be stated in writing to the affected member(s) and the Union and such decisions shall be subject to the grievance procedure.

SECTION 4.2. Members promoted to higher classifications shall be considered on probation in their new classifications for a period of six (6) months. They may be evaluated per Fire Department policy while on probation. At the completion of the probationary period, they shall be considered permanently classified or, if not found satisfactory, returned to their former classification at their rate of pay they would have been earning if the promotion had not occurred. Denial of permanent classification shall be subject to review through the grievance procedure.

The probationary period for newly promoted members may be extended up to one (1) six-month period to allow additional time to evaluate performance. If extended, the affected member shall be so notified in writing and informed as to the specific reasons and the areas where improvement is required.

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ARTICLE 5 - SALARIES AND BENEFITS

SECTION 5.1. Fire Suppression members working 24 hour on/48 hour off schedule shall receive an adjustment in pay to assure that members of the Bargaining Unit assigned to the Suppression Division receive equalized base pay checks throughout the year.

SECTION 5.2. The Fire Department shall evaluate bargaining unit members to ensure that they meet an acceptable level of performance. The annual rating of bargaining unit members shall consider individual ability and competence and acknowledge the bargaining unit member's accomplishments as well as designate areas for improvement. Upon receiving a satisfactory rating, members not at the top of their pay range shall move to the next step in the pay plan on their respective anniversary dates as outlined below.

A. The base salary for each member of the Bargaining Unit will be as set out below.

July 01, 2026

Position	Increase	Range	A	B	C	D	E	F	G		H		I
FF	5.0%	129	20.4487	20.9599	21.4839	22.5581	23.6860	24.8703	26.1138		27.4195		28.7905
FEO	5.0%	131			23.6860	24.8703	26.1138	27.4195	28.7905		30.2300		31.7415
CAPT	5.0%	133					29.9261	31.4224	32.9936		34.6432		36.3754
24hr INSPECTOR	5.0%	135	23.9046	25.0998	26.3548	27.6725	29.0591	30.5090	32.0344		33.6361		35.3179
8hr INSPECTOR & Community Paramedic	5.0%	835	29.5819	31.0610	32.6140	34.2448	35.9570	37.7548	39.6426		41.6247		43.7060

July 01, 2027

Position	Increase	Range	A	B	C	D	E	F	G		H	I	J
FF	3.0%	129	21.0622	21.5888	22.1285	23.2349	24.3966	25.6164	26.8972		28.2421	29.6542	31.1369
FEO	3.0%	131			24.3966	25.6164	26.8972	28.2421	29.6542		31.1369	32.6937	34.3284
CAPT	3.0%	133					30.8239	32.3651	33.9834		35.6825	37.4666	39.3400
24hr INSPECTOR	3.0%	135	24.6217	25.8528	27.1454	28.5027	29.9278	31.4242	32.9954		34.6452	36.3775	38.1963
8hr INSPECTOR & Community Paramedic	3.0%	835	30.4694	31.9928	33.5925	35.2721	37.0357	38.8875	40.8319		42.8735	45.0171	47.2680

July 01, 2028

Position	Increase	Range	A	B	C	D	E	F	G	H	I	J	K
FF	3.0%	129	21.6941	22.2365	22.7924	23.9320	25.1286	26.3850	27.7043	29.0895	30.5440	32.0712	33.6748
FEO	3.0%	131			25.1286	26.3850	27.7043	29.0895	30.5440	32.0712	33.6748	35.3585	37.1264
CAPT	3.0%	133					31.7486	33.3360	35.0029	36.7530	38.5907	40.5202	42.5462
24hr INSPECTOR	3.0%	135	25.3604	26.6283	27.9598	29.3578	30.8256	32.3669	33.9853	35.6846	37.4688	39.3422	41.3093
8hr INSPECTOR & Community Paramedic	3.0%	835	31.3834	32.9526	34.6002	36.3303	38.1467	40.0541	42.0568	44.1597	46.3676	48.6860	51.1203

B. Newly hired bargaining unit members of the Fire Department shall be placed in the Pay Plan at Step A and proceed through the Pay Plan as follows:

July 01, 2026

Completion of Year	New Hire	1	1.5	2.5	3.5	4.5	5.5	10.5	15.5
Step	A	B	C	D	E	F	G	H	I
Percentage		2.50%	2.50%	5%	5%	5%	5%	5%	5%

July 01, 2027

Completion of Year	New Hire	1	1.5	2.5	3.5	4.5	5.5	10.5	12.5	15.5
Step	A	B	C	D	E	F	G	H	I	J
Percentage		2.50%	2.50%	5%	5%	5%	5%	5%	5%	5%

July 01, 2028

Completion of Year	New Hire	1	1.5	2.5	3.5	4.5	5.5	7.5	10.5	12.5	15.5
Step	A	B	C	D	E	F	G	H	I	J	K
Percentage		2.50%	2.50%	5%	5%	5%	5%	5%	5%	5%	5%

C. Pay following promotions: Newly promoted bargaining unit members will move into the lower pay grade for the rank the member has been promoted to that insures a minimum of a five percent (5%) pay increase. Thereafter, the bargaining unit member will receive one (1) step increase upon successful completion of their probationary period.

D. Paramedic: Each fully qualified Paramedic, shall be paid an additional 5% of their base compensation during the period of this agreement. This amount will be paid on a bi-weekly basis. An individual may elect to cease participation in the active program at which time the 5% differential shall cease. Should that individual maintain the appropriate certification and serve as a paramedic on a shift due to the absence of an active paramedic, the individual shall receive 5% of base compensation for any such shift. Shall the City start a Fire Based EMS transport system or implement any dedicated firefighter-paramedic position(s) to the table of organization, then the Union and the City will automatically enter contract negotiations pertaining to the creation of the new system or position.

E. Hazardous Materials Technician: Each Hazardous Materials Technician permanently assigned at the designated Haz-Mat Station will be paid an additional 4% of base pay during the period assigned. Hazardous Materials Technicians volunteering for the program, but not permanently assigned will be paid an additional 2% of base pay. All Haz-Mat positions shall be filled based on seniority and qualification as a technician. Employees must hold a valid Haz-Mat Tech certification to bid to the Haz-Mat Station. All Department employees must maintain their HazMat Ops certifications.

F. Fire Investigator: Each State Certified Fire Investigator permanently assigned to the Non-Suppression Division will be paid an additional 4% of base pay during the period assigned. Suppression personnel that are State Certified Fire Investigators interested in volunteering for Fire Investigations, but not permanently assigned will be paid an additional 2% of base pay provided that not more than six (6) individuals can receive the additional pay and provided further that not more than 2 shall be on any one shift. Pending Development of SOP language from Labor Management.

SECTION 5.3. The City will pay employees working the 24-hour on/48 hour off duty schedule time-and-one-half on a holiday as per Section 10.6 of this Contract. The City will pay all other employees covered under this Agreement the overtime rate for the time worked on a holiday.

When a weekend holiday is observed on a Friday or a Monday, this section shall apply to the actual holiday, and not to the observed holiday.

SECTION 5.4. Longevity Pay.

Each member shall receive longevity pay as follows:

Every employee covered under this agreement shall receive a longevity increase on their anniversary date (date of hire), equal to one-half percent (0.5%) of the employee's new base pay. "New Base Pay" is defined as every individual employee's hourly rate including all accrued Longevity as of January 1, 2020.

Longevity pay shall be calculated as follows: [new base pay] x .005 = [longevity increase]. Final base pay will be determined as: [new base pay] + [longevity increase] = [final base pay].

No member's longevity pay, or final base pay shall be reduced during the life of this Agreement. Each bargaining unit member shall be compensated for longevity pay beginning with the first payroll following the bargaining unit member's anniversary date.

Longevity pay will be sunset on June 30, 2026. Previous longevity increases will be retained, but no additional longevity increases will be accrued.

Section 5.5. Retention Incentive Pay.

Beginning on July 1, 2026, every employee covered under this agreement shall receive a retention incentive increase on their hire date each year, equal to 0.35% of the employee's base pay. Base pay is defined as the employee's hourly rate including all previously accrued longevity and all accrued retention incentive.

Retention incentive pay shall be calculated as follows: [Base Pay] x .0035 = [Retention Incentive Pay increase]. New base pay will be determined as [Base Pay] + [Retention Incentive Pay increase] = New Base Pay.

No member's longevity and/or retention incentive pay shall be reduced during the life of this agreement. Each bargaining unit member shall be compensated at the New Base Pay rate beginning with the first payroll following the bargaining unit member's anniversary date.

For members hired on or after July 1, 2026, Retention Incentive Pay will begin at the start of the member's third year of service.

SECTION 5.6. Members of this Bargaining Unit are covered by Lagers Pension Plan, which is governed by State Legislation. The current Lagers benefits, which are the L-6 Plan, final average salary of the highest three (3) consecutive years in the last ten (10) years of service and contributory employee participation, will be maintained by the City. Members of the Bargaining Unit shall receive any future benefits of the pension plan provided by the City.

SECTION 5.7. Death and Dismemberment Benefits. The City shall furnish all members life insurance in the amount of one (1) full year's salary for natural death and three (3) full years' salary for accidental death payable in a single payment to the employee's designated beneficiary. The insurance shall also include dismemberment benefits.

SECTION 5.8

A. Medical Benefits. Until new medical insurance plans are introduced, the City will maintain the current plans in effect. The member's contribution shall not exceed twenty (20) percent of the cost of the plan. The City may increase or decrease the member's share of premium cost as necessary, with the condition that the Staywell Health Advisory Committee shall be given a reasonable opportunity to thoroughly review and report to the City Manager its recommendation on any proposed change in premium division to the Staywell plan, and that the Committee recommendation shall be reviewed by the City Council prior to any change being implemented.

The City will maintain the employee Stay Well Advisory Committee. The Union may appoint one (1) Bargaining Unit member to the committee. The Union appointee shall be made by the Executive Board of the Union.

For those employees who select a High Deductible plan with a Health Savings Account, the City through the Staywell Fund, or such other fund as the City may designate, will contribute Six Hundred Dollars ($600) per year to the HSA account of any employee with individual coverage, and One Thousand Two Hundred Dollars ($1,200) per year to the HSA account of any employee with Employee/Spouse, Employee/Child(ren)/ or Employee/Family coverage for OAP2 with Seven Hundred ($700) to the HSA account for any employee with individual coverage and One Thousand Four Hundred Dollars ($1,400) for an employee/Child(ren), Employee/Spouse, or Employee/Family for Local Plus. If the City elects to contribute a higher amount to any HSA account or contribute to any qualifying high deductible plan during the term of this agreement, members' contributions will be adjusted accordingly.

The City Contribution to any HSA account will be made in equal quarterly payment intervals as determined by the City. The City may also elect to make annual lump sum contributions in the amount outlined in the paragraph above. Members must be actively employed in order to be eligible for the City contribution. HSA contributions will be prorated based on an employee's hire date and, where applicable, separation from service. As an example, if a member begins employment in February, they would be eligible for three (3) quarters of the annual contribution or if the City elected annual lump sum contributions, the same employee would be eligible for eleven twelfths (11/12) of the annual contribution.

The City will offer the same active member medical, dental, and vision insurance plans to spouses and dependent children of members killed in the line of duty at one hundred (100%) percent cost covered by the City.

1. The Spouse will be covered for 10 years or until remarriage, whichever comes first.
2. Dependent children will be covered until the age of 26.

B. Retiree Health Care: The City offers retirement health insurance, through the health

insurance program offered to regular fulltime employees, to retirees who are eligible to receive retirement or disability benefits through LAGERS and who otherwise meet the requirements of this section. This will include the early and disability retirement provisions offered by LAGERS. Coverage will include the retiree and dependents, subject to the provisions of the health insurance program. The surviving spouse of a retiree is eligible to continue participation in the retirement health insurance program for themselves and dependent children if receiving a benefit through LAGERS as the surviving spouse of a retiree.

1. For employees hired before January 1, 2009, who within six (6) months of their last day of work start receiving a benefit through LAGERS and have five (5) consecutive years of service with the City, the premium paid will be the same percent as regular fulltime employees determined on a monthly basis. These retirees may delay or suspend receiving the retiree health insurance and may enroll during any open enrollment period or as the result of a COBRA qualifying event following the date they qualify for this insurance.
2. For employees hired on or after January 1, 2009, who within six (6) months of their last day of work, start receiving a benefit through LAGERS and have twenty (20) years of service with the City, the premium paid will be the same percent as regular fulltime employees determined on a monthly basis. These retirees may delay or suspend receiving the retiree health insurance and may enroll during any open enrollment period or as the result of a COBRA qualifying event following the date they qualify for this insurance.
3. Employees hired after July 1, 2018, who within six (6) months of their last day of work start receiving a benefit through LAGERS and have fifteen (15) years of consecutive service with the City, shall receive employee-only coverage with the City paying the same percentage of the premium as it would for a full-time city employee. Employees shall receive this benefit starting from age fifty-five (55) and the benefit will cease at age sixty-five (65) or on the date that they become eligible for Medicare coverage, whichever occurs last. Employees may opt to enroll in employee/spouse, employee/child(ren) or employee/family coverage but they will be responsible for any and all additional premium costs. Employees terminating, who are vested in LAGERS and defer receiving a benefit through LAGERS, are not eligible to participate in the retiree health insurance program when they start receiving a LAGERS benefit.

4. For employees hired on or after January 1, 2009 who start receiving a duty related disability benefit through LAGERS and have fifteen (15) years of service with the City and obtain a physician's statement that indicates but for the duty related disability the employee would have expected to be able to work an additional five (5) years for the City, the premium paid will be the same percent as regular fulltime employees determined on a monthly basis. These retirees may delay or suspend receiving the retiree health insurance and may enroll during any open enrollment period or as the result of a COBRA qualifying event following the date they qualify for this insurance.

SECTION 5.9. For purposes of future wage negotiations, the Union and the City agree to conduct salary and benefit surveys. The following survey and analysis points will be used in conducting said surveys:

A. Comparative Jurisdictions:

- Grandview, MO
- Independence, MO
- Kansas City, KS
- Columbia, MO
- Lee's Summit, MO
- Lenexa, KS
- Olathe, KS
- Shawnee, KS
- Blue Springs, MO (CJCFPD)

B. The survey will examine the rank of Firefighter, Fire Equipment Operator, Fire Captain, and Fire Inspector. The City and Union recognize the agencies in 5.9.A of this contract may call these positions by another title. In the event this occurs, every effort will be made to analyze like positions. If any City on the above list does not pay employees in a relevant classification on an hourly/overtime eligible basis, that group of employees will not be included in the survey. All survey data will consider each position at both the top and the bottom of their pay ranges or steps.

C. For purposes of analysis, the value of salary and benefits will be combined. The benefits used will be as follows:

- Health Insurance (Stay-Well)
- Dental Insurance (Stay-Well)
- FICA
- Lagers (Employer contribution)
- Deferred Compensation (Employer contribution)
- Life Insurance (Employer contribution)

D. The City will prepare the questionnaire of salaries and benefits and provide the Union with a copy for their approval prior to its distribution. The questionnaire will be sent to the Agencies listed in Section 5.8.A of this Agreement no later than 60 days after either party declares in writing its desire to commence negotiations.

SECTION 5.10. Court Time: When any employee covered by this agreement is required to appear in a legal proceeding on behalf of the City on his/her time off, such employee shall receive one-and-one-half (1 1/2) times his/her hourly rate for a minimum of two (2) hours or

for the period the employee is actually required to be present as a witness, whichever is longer.

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ARTICLE 6 - INDEMNITY FOR DAMAGES

Section 6.1. The City will provide employee indemnification on the same basis as such indemnification is provided for other employees of the City.

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ARTICLE 7 - SENIORITY

SECTION 7.1. A member's seniority with the Fire Department shall date from their last date of hire into the bargaining unit. After a newly-hired member has completed their probationary period, their seniority shall be counted from their last date of hire into the bargaining unit and shall include the period spent as a newly-hired member. If more than one (1) member is hired on the same date, seniority will be determined by alphabetical order, based on the member's last name on his or her date of hire.

SECTION 7.2. A member's City seniority shall date from their last date of hire with the City and shall refer to seniority in the context of items covered by the City's Personnel and Policy Manual.

SECTION 7.3. Unless directly specified as rank or City seniority, seniority as referred to in the articles and sections of this Contract shall mean bargaining unit seniority, which shall date from the member's last date of hire into the bargaining unit, except per Section 8.1.

SECTION 7.4. Management recognizes the principle that seniority consideration means giving that member of the bargaining unit who has the most years of service invested in the Fire Department greater consideration than another member with less investment in time

SECTION 7.5. The Fire Department shall establish and maintain a seniority list. The list shall be brought up-to-date on December 1st of each year, posted in each fire station, and made available to each Captain. A copy shall be emailed to the Secretary/Treasurer of Local 781 at the time of distribution. Any objection to the seniority list posted shall be reported via email to the Fire Department within thirty (30) days after being posted or the list shall stand approved for use during the next calendar year. The list shall show rank and seniority date.

SECTION 7.6. Bargaining unit seniority shall prevail regarding the scheduling of vacations, Kelly Days, layoffs, recall/order-in, bidding, transfers, and promotions as provided for in this Contract. This in no way is meant to limit or restrict the application of seniority in any provision of this Contract or in other applicable situations.

SECTION 7.7. Bargaining unit seniority shall be lost where a member is discharged for cause, quits, is absent from work without prior notice for three (3) consecutive working days, fails to return to work from vacations or leaves of absence, is absent from work for any reason for a period of more than one (1) year, or more than two (2) years in the event of an absence resulting from a Workers' Compensation injury.

SECTION 7.8. A member’s Rank Seniority shall be the date on which they accepted their most recent promotion through written documentation. Once having been promoted to a rank, the member will accumulate Rank Seniority according to their total length of employment in that rank, unless broken by resignation, layoff, demotion, or discharge.

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ARTICLE 8 - LAYOFFS-ADMINISTRATIVE DEMOTIONS-REINSTATEMENTS

SECTION 8.1. Elimination of bargaining unit positions

In the event a reduction in force or a reorganization which eliminates a position(s) included in the bargaining unit as defined in Article 2 of this contract is implemented, layoffs and reductions in rank shall be subject to the following provisions:

A. Reduction in rank or force.

A Bargaining-unit member whose position has been eliminated, or who has been displaced (bumped) because a higher bargaining-unit position has been eliminated, shall be assigned to the next lower rank the member previously held that is not occupied by a member with rank seniority greater than theirs. Rank seniority in the reduced rank shall be from the date of original assignment and not the date of reduction. Reduction in force in non-suppression positions shall be by bargaining unit seniority. Any members affected by a reduction in rank or force will not be reduced in pay and will continue in the same pay scale of their previous rank.

B. Layoff

Layoffs shall be by bargaining unit seniority as defined in this Contract. The individual with the least bargaining unit seniority, regardless of rank, shall be the first laid off, and this procedure shall be followed successively.

C. Reinstatement

Those so laid-off or reduced in rank shall be immediately rehired or restored to their previous rank as positions become available within two (2) years of the reduction or layoff and in the reverse order of their layoffs or reductions. They shall not be required to take entrance or promotional examinations, and no new requirements that might make them ineligible for rehire or restoration to rank shall apply. Applicable seniority shall then date from the original hiring or promotion and not the date rehired or restored to rank. No new employee shall be hired or other member promoted to the affected rank until the laid-off or reduced members shall have had the opportunity to be rehired or reinstated to rank.

SECTION 8.2. Elimination of Non-Bargaining Unit Positions.

If a position that is not a part of this bargaining unit as defined by this Contract is eliminated, the employee affected may be assigned to a lower rank within the bargaining unit provided that the member previously held that rank.

SECTION 8.3. Any member transferred temporarily from the Fire Department for the convenience of the City shall retain all Contract rights including wages and fringe benefits.

SECTION 8.4. Members transferred from the Fire Department permanently as a result of reorganization retain a right to recall to the Department for a period of two (2) years.

SECTION 8.5. If any city employee, not protected by this contract, is successfully hired or voluntarily demoted to a bargaining unit position they shall be hired as a Step A New Hire and move through the steps accordingly, as a new hire with the exception of leave accruals.

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ARTICLE 9 - HOURS OF WORK

SECTION 9.1. Fire Operations

The duty hours for Fire Operations shall be an average of forty-nine and one-half (49.5) hours per week based on twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. One full twenty-four (24) hour shift off duty per twenty-seven (27)-day work cycle without compensation shall be granted each member assigned to the Fire Operations Division to accomplish the reduction of scheduled hours to the average of forty-nine and one-half (49.5) hours per week. This shift shall be known as a Kelly Day.

The Kelly Day is the non-compensated time that is used to prevent the member's regular schedule from entering an overtime status in accordance with current FLSA law.

SECTION 9.2. Non-Suppression Divisions

Prevention: Personnel assigned to the Prevention Divisions shall work a forty (40) hour week, or a 24/48 shift in accordance with the following schedules:

A. Schedule A: shall work a five (5) day, forty (40) hour schedule, Monday through Friday, 0800 to 1630 with a 30-minute lunch break.

Schedule B: shall work a four (4) day, ten (10) hour work schedule. The ten-hour work schedule shall be from 0700 to 1730, with a 30-minute lunch break.

Schedule C: shall work a 24/48 work schedule, 27-day cycle, with Kelly Day. The daily work schedule shall be from 0630 to 0630. (Maximum 1 per shift)

Members who have bid a forty (40) hour week Prevention Division position will be permitted to choose "Schedule A" or "Schedule B." Choice of schedules shall be completed by seniority prior to January 1 of each year and no more than one (1) member shall be able to bid the same flex day.

A member selecting "Schedule A" or a member who has been assigned to the Division after January 1st cannot bump a less senior Inspector during that year.

A member selecting "Schedule B" shall revert to "Schedule A" during weeks that include a holiday. Members may trade or be asked to trade their individual flex day or shift with the approval of the member and Division Chief.

A member may only bid "Schedule C" when a vacancy occurs. Members bidding "Schedule C" must meet the requirements outlined in the Fire Investigator SOP.

B. EMS: Personnel assigned to the EMS Division as a Community Paramedic shall work a

forty (40) hour week in accordance with the following schedules:

Schedule A: shall work a five (5) day, forty (40) hour schedule, Monday through Friday, 0800 to 1630 with a 30-minute lunch break.

Schedule B: shall work a four (4) day, ten (10) hour work schedule. The ten-hour work schedule shall be from 0700 to 1730, with a 30-minute lunch break.

A member selecting "Schedule B" shall revert to "Schedule A" during weeks that include a holiday.

Members bidding into the EMS Division must complete assigned training for the specific position and not be eligible to bid out until after 2 years in the division.

C. No Minimum staffing applies to non-suppression positions, however overtime opportunities or flex time may be eligible.

SECTION 9.3. Overtime

A. Any member required to work in excess of their regularly assigned hours of duty shall be compensated at the rate of one and one-half times their regular rate of pay including longevity, incentives and when applicable holiday rate.

B. Overtime shall be computed in accordance with the Fair Labor Standards Act. All hours actually worked, shall be included in the total hours worked for purposes of calculating overtime compensation.

C. In the event an error was made and a member was not hired for overtime in accordance with the provisions of this contract and Fire Department policies, said member shall be offered a replacement opportunity to work, at a time convenient to the member's personal schedule. Replacement time shall be worked within a reasonable period not to exceed two weeks. The member will be compensated at the rate of pay as if they worked on the day that they were not hired.

SECTION 9.4. Recall/Order-In

Any member recalled or ordered in to duty shall be paid for a minimum of three (3) hours.

SECTION 9.5. Minimum Required Members for Operations

A. The City and Union agree that there is a minimum number of members required to

operate the Fire Operations Division. This requisite level shall be, at a minimum, the following crew complement:

Each Pumper Company---3 members on duty (1-Captain, 1-Fire Equipment Operator, 1-Firefighter)

Each Truck Company---3 members on duty (1-Captain, 1-Fire Equipment Operator, 1-Firefighter)

Each Rescue Company---3 members on duty (1-Captain, 1-Fire Equipment Operator, 1–Firefighter)

B. The City recognizes that the current staffed apparatus deployment includes a minimum of 10- Pumpers, 3-Trucks and 2-Rescues. Upon completion of Fire Station 11 an additional company will be added, and any changes will be agreed upon through the Labor Management Committee.

C. In determining minimum staffing for any apparatus, the apparatus may be kept in full service at any time there are three (3) members on duty.

D. At no time will any apparatus be staffed with less than the minimum personnel, except in the execution of their regular duties (for example, when one of the personnel rides with the ambulance to the hospital). This provision applies to both morning and evening roll call.

E. The City will not detail from a company putting that company below minimum staffing to keep another company in service.

F. The complement of each company is established as one more member than the minimum staffing level for that type of company with the exception of Rescues which will be staffed at three (3) members for minimum/maximum staffing purposes.

SECTION 9.6. Minimum Staffing System

The Union agrees that members may work in excess of their regular shifts at a straight time rate to maintain the minimum requisite number of members required per Section 9.5 and strictly subject to the requirements set forth in this section.

Minimum staffing shall be paid at the member's current rate of pay, or if volunteering to work out of position at the bottom step of the higher classification or 5% above the member's final base pay, [whichever is greater], and is subject to the following requirements:

A. That such work is strictly voluntary on the part of the member working who must have placed their name on a voluntary minimum staffing list on the preceding shift or volunteer when contacted.

B. That minimum staffing applies only to the Fire Operations Division and is to be used only to maintain the established minimum number of members on duty as set forth in

Section 9.5.

C. That provisions for volunteering and for making minimum staffing assignments as specified in this and other sections of this Contract and of the Department General Orders are strictly observed.

D. Minimum staffing will not be used to maintain any temporary positions or units unless by written mutual agreement between the City and Union.

E. Volunteers must be qualified to fill MS vacancies.

F. If a tiered down position is available, then it must be selected as follows:

1. Captain position – must select Captain position first then may tier down to FEO or Firefighter, whichever they choose.
2. FEO Position – may select an FEO Position or an Out-of-Position Captain spot, then may tier down to Firefighter.
3. Firefighter Position – may select a Firefighter Position or an Out-of-Position FEO.

If any of the previous requirements are not met, then the pay shall be at the rate of time and one-half as identified in Section 9.3. Members on duty on minimum staffing shall be allowed to go to a store within the district to obtain provisions for the shift. The Company may take the Company's apparatus to accomplish this.

The Union agrees to encourage voluntary minimum staffing and will take no action to interfere with or to discourage volunteering.

SECTION 9.7. Out of Position

It is agreed that all members can be required to temporarily work at the next higher classification above their permanent rank when needed. Compensation for working out-of-position shall be the bottom step of the higher classification or 5% above the member's final base pay (hourly rate for all hours worked out of position), whichever is greater.

At the request of a member who has a bona fide medical reason, the Fire Chief may exclude a member from being required to work out-of-position. Any member being granted such an exclusion by the Fire Chief will detail (lateral) to a company if another member of the same classification is detailed to an out-of-position classification to accommodate such an exclusion.

SECTION 9.8. Members on duty shall be allowed time off duty with pay to vote in accordance with applicable Federal/State statute.

SECTION 9.9.

A. Minimum staffing and overtime opportunities shall be offered in accordance with the seniority/rotation system and ordered-in in reverse order of seniority within a shift and classification.

Members who are ordered-in using reverse seniority for more than ten (10) hours on a shift will rotate to the bottom of the ordered in wheel that will reset on the first day of each fourteen (14) day pay period.

If a member is on scheduled/unscheduled leave, they will be eligible for minimum staffing only prior to ordering-in. Members who volunteer to work will then move to the bottom of the minimum staffing rotation.

B. Following a disaster or critical emergency situation in which time delays may jeopardize the safety of the community or fire personnel, management shall have the right to call in the closest qualified personnel, without regard to the operation of the seniority/rotation system.

SECTION 9.10. Captains may volunteer to work as an Out of Position Shift commander after completion of the "Training Program for Chief Officers" in accordance with SOP 108. While in the training period said Captains will be temporarily assigned to Fire Administration and will be replaced in the suppression division, to fill the vacant position on the member's regularly scheduled shift.

After completion of the Chief Training Officer program, qualified Captains can work as an out of position Shift Commander. In the event Fire Administration elects to use a Captain as an out of position Shift Commander the member will be designated as BC-1 or BC-2. If Fire Administration elects to use a member from the suppression division as BC-1 or BC-2 the City will replace that member, in suppression, using minimum staffing only if the daily staffing level is below minimum set forth in Section 9.5 of this Agreement. If below minimum staffing levels occur mid-shift, the out of position shift commander and/or BC-3 will be returned to staff apparatus, and the city will operate under one (1) Battalion Chief until a replacement can be hired. A member may be disqualified from working out of position as Battalion Chief at the discretion of the Fire Chief with written notification and cause to the Union President.

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ARTICLE 10 - VACATION AND HOLIDAYS

SECTION 10.1. All members working the forty-nine and one-half (49.5) hour per week schedule shall accrue vacation leave for calendar years of service worked as follows:

- 0 through completion of 4 years of service - 5 shifts off duty with pay.
- Start of year 5 through completion of 9 years of service - 6.5 shifts off duty with pay.
- Start of year 10 through completion of 14 years of service - 8 shifts off duty with pay.
- Start of year 15 through separation of service - 9 shifts off duty with pay

Vacations shall be scheduled per Article 26 of this contract.

SECTION 10.2. All members of other divisions shall accrue paid vacation leave credit to the following annual maximum.

- 0 through completion of 4 years of service - 80 hours
- Start of year 5 through completion of 9 years of service - 120 hours
- Start of year 10 through completion of 14 years of service - 160 hours
- Start of year 15 through separation of service - 200 hours

Vacations shall be scheduled per Article 26 of this Contract.

SECTION 10.3. Members may accumulate vacation, holidays and personal leave to a maximum of four (4) times the member's annual accrual of each leave. Compensation for unused vacation and holiday leave shall be paid upon separation from employment on an hour-for-hour basis for every hour accrued to the maximum allowed as follows. In no case can more than two and one-half (2.5) times the members annual accrual of vacation or holiday leave be paid upon termination. The maximum payout of Personal Business leave for members separating in good standing shall be set at seventy-two (72) hours for those working the forty-nine and one-half (49.5) hour week schedules and at sixty (60) hours for those working forty (40) hours per week. Compensation for unused personal business leave shall be paid upon separation only for resignation, retirement, death or layoff.

SECTION 10.4. If a member is transferred, no member's yearly scheduled vacation shall be altered because of such transfer.

In the event a member voluntarily bids for another company or division, their vacation shall not alter any vacation schedule that had been established within that company or division prior to this assignment.

SECTION 10.5. The following days shall be considered holidays for all members of the Bargaining Unit.

- New Years Day
- Presidents Day
- Memorial Day
- Independence Day
- Veterans Day
- Day After Thanksgiving
- Christmas Day
- Martin Luther King Day
- Truman's Birthday
- Juneteenth
- Labor Day
- Thanksgiving Day
- Christmas Eve

and any other day or a part of a day declared a holiday for other City employees.

For members of the Fire Department working the forty-nine and one-half (49.5) hour week, the holidays designated above shall be accrued as 4 twenty-four (24) hour work shifts off duty each calendar year and shall be added to the accrued vacation time of each member. Additional declared holidays as stated above shall be similarly accrued.

SECTION 10.6. The City agrees that forty-nine and one-half (49.5) hour per week members whose shift begins on a holiday and who actually work the holiday, shall be compensated at the holiday rate established in Section 5.3 of this Contract. Only the member who works the majority of the hours worked on the holiday will receive pay for the holiday and they will receive holiday pay for their entire shift. All 40-hour week members will be paid the holiday rate for each hour worked on the holiday.

SECTION 10.7. A member's vacation shall not be credited to another form of leave without the member's approval.

SECTION 10.8. For use as personal business leave, all members working the forty-nine and one-half (49.5) hour week shall be allowed annually to accrue a maximum of one (1) twenty-four (24) hour shift, and members working forty (40) hours per week shall be allowed twenty-four (24) hours. Members may use any accrued personal business leave they have accrued, and this leave may be taken as scheduled leave.

A member must maintain a positive balance of other accrued leaves when using personal business leave which has not been accumulated. Personal business leave shall be accumulated in increments of two (2) hours per month on the first (1st) of the month for the amount earned during the previous month. In the event that in any year the City Council specifically appropriates funds for the purpose, a member may elect once a year to convert unused personal business leave not to exceed a maximum of twenty-four (24) hours to a cash payment, at the member's current rate of pay. In the event that in any year the City Council specifically appropriates funds for the purpose, members working a forty-nine and one-half (49.5) hour

schedule may also elect to convert to cash forty-eight (48) hours of accumulated and unused vacation leave, at the member's current rate of pay. Such election to convert to cash must be made during the last full week of October. The member making election for pay shall be paid prior to the last day of November.

SECTION 10.9. Newly hired employees may not use personal business leave in the first year of employment with the Fire Department.

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ARTICLE 11 - SICK LEAVE, FAMILY LEAVE, AND BEREAVEMENT LEAVE

SECTION 11.1. Sick leave shall be taken as a matter of right upon the occasion of the disability or illness of the member pursuant to the provisions of this Article and other applicable provisions of this Contract. All members, working the forty-nine and one-half (49.5) hours per week schedule, shall accrue sick leave and family leave at the following rates:

- One half (1/2) of the annual accrual shall be given at the time of hire. The balance shall be accrued on a bi-weekly basis starting on the first day of the sixth (6th) month of employment.
- New Hire (0) through completion of Fourteen (14) years of service – twelve (12) hours per month;
- Start of year fifteen (15) or more years of service - Fourteen (14) hours per month.

SECTION 11.2. All members, working the forty (40) hour per week schedule, shall accrue sick leave and family leave at the following rates:

- New Hire (0) through completion of Fourteen (14) years of service – eight (8) hours per month;
- Start of year fifteen (15) or more years of service – eight and one-half (8.5) hours per month.

SECTION 11.3. The City and the Union agree to establish a pool of time to be used for the purpose of donating leave for use by other bargaining unit members, as set out herein. This pool will be built up from hours bargaining unit members voluntarily donate to the pool from their own accrued leave balances. The leave will be distributed according to the guidelines set out below to bargaining unit members who request to use donated leave and who satisfy the listed criteria. The pool shall be administered by the City's Human Resources Department.

A. Donation

1. During the month of February and the month of August of each year. The time will be withdrawn the following month after donation. Bargaining unit members choosing to contribute to the donated leave program may donate accrued leave in 12-hour increments, up to a maximum of 72 hours donated by any one

employee in a given year. Donation elections may be made by email or in person. At no time after donating leave to the pool may a member take back the hours they have donated.

2. A bargaining unit member who wishes to donate to the leave donation pool will designate the form of leave they wish to donate: sick leave, vacation, or personal business leave.
3. The donation of leave to the pool by a bargaining unit member is strictly voluntary. In the event a member wishes to access the pool and no hours have been donated, no hours will be transferred to the member. In the event the available hours in the pool are exhausted, paid leave to all members receiving donated leave shall stop. By participating in the pool, each bargaining unit member agrees to the terms set out herein, and agrees to hold both the City and the Union harmless for any alleged claims, demands, causes of action, etc., related to the existence or operation of the pool.

B. Application for and Receipt of Donated Leave. Members who are unable to work due to a serious health condition, as defined under the FMLA, may request use of donated leave. All use of donated leave shall be subject to the following criteria, which shall be applied evenhandedly to all members protected under this agreement, without regard to any factor other than those set out below:

1. Members are eligible to receive donated leave only if they have been unable to work for at least thirty (30) calendar days, due to the serious health condition that is causing the need for leave.
2. Members must have exhausted all accrued paid leave of all types before they will be eligible to receive donated leave.
3. Members must have worked for the City for at least one year before they will be eligible to receive donated leave.
4. Members will not accrue any additional sick leave, vacation pay, or personal business days while on donated leave.
5. Individual members will be eligible to receive a maximum of six (6) months of donated leave in any rolling twenty-four (24) month period.
6. There shall be no limit on the number of members who may use donated leave at any given time, so long as each qualifies under the criteria listed above. If all available donated leave is exhausted, payment of donated leave shall cease until after additional donations are received per the process set out above.

SECTION 11.4. Bereavement leave shall be allowed in the case of death within the immediate family of a member, such member shall be entitled to remain absent from duty with pay in order to attend the funeral or memorial services. This leave will not be charged against the member's accumulated sick leave or vacation time or considered for purposes of incentive, per Section 6 of this article.

A. If the services are to be conducted within a radius of four hundred (400) miles or less, leave taken in such cases shall not exceed the balance of the current shift if the member

is on duty at the time of notification of a death in the family, and:

1. a period of one twenty-four (24) hour shift for members working forty-nine and one-half (49.5) hours per week, and
2. three (3) consecutive eight (8) hour shifts for members working forty (40) hours per week.

B. If the services are to be conducted out of a four-hundred-mile radius, such member shall be entitled to remain absent from duty in order to attend such services for a period not to exceed:

1. for members working forty-nine and one-half (49.5) hours, two consecutive regularly-scheduled twenty-four hours shifts, and
2. for members working forty (40) hours per week, five (5) consecutive eight (8) hour shifts.

At no time will any employee who has taken bereavement leave be required to work extra shift(s) without compensation for time missed due to bereavement leave, irrespective of the employee's leave balance.

Immediate family for purposes of this provision shall have the same meaning as applies for family leave allowances, below. Any exceptions to this list for bereavement leave may be granted emergency vacation by the Fire Chief or their designee with at least 24-hours advanced notice.

SECTION 11.5. Family leave shall be allowed for the purpose of attending to immediate family members upon the occasion of their disability or illness. Such leave shall be charged against sick leave accumulation. Immediate family for purposes of this provision and Section 11.4 shall mean: spouse, mother, father, sister, brother, daughter, son, mother/father-in-law, sister/brother-in-law, son/daughter-in- law, grandparents, spouse's grandparents, grandchildren, stepmother/father, stepbrother/sister, half-brother/sister and stepchildren.

SECTION 11.6. Incentives

A. Incentives for not using sick leave will be based on the member's annual sick leave usage as of March 31 of each year.

B. If a member uses seventy-two (72) hours or less, for members working forty-nine and one- half (49.5) hours per week, or twenty-four (24) hours or less for members working forty (40) hours per week, of sick leave in a year and has greater than fifteen (15) years of service at the end of the year, then the forty-nine and one-half (49.5) hours per week member may convert forty-eight (48) hours of accrued sick leave to twenty-four (24) hours of vacation. The forty (40) hour per week member may convert sixteen (16) hours of accrued sick leave to eight (8) hours of vacation.

C. Any member having greater than fifteen (15) years of service and more than 750 hours of sick leave accumulated at the end of a year and has used seventy-two (72) hours or less, for members working forty-nine and one-half (49.5) hours per week, or twenty-four (24) hours or less for members working forty (40) hours per week, of sick leave in

that year shall accrue additional vacation of twenty-four (24) hours, for members working forty-nine and one-half (49.5) hours per week, or eight (8) hours for members working forty (40) hours per week.

D. Any member who uses twenty-four (24) hours or less, for members working forty-nine and one-half (49.5) hours per week, or eight (8) hours or less for members working forty (40) hours per week, of sick leave in a year shall accrue additional vacation of twenty-four (24) hours; for members working forty-nine and one-half (49.5) hours per week, or eight (8) hours for members working forty (40) hours per week.

SECTION 11.7. Members hired on or before February 1, 2021, who separate from the service via resignation, retirement, death or layoff, shall be compensated for accumulated sick leave credit as follows:

- Members working the forty-nine and one-half (49.5) hour per week schedule

  10 through 15 years of service: up to 780 hours

  16 through 25 years of service: up to 1040 hours

  26 or more years of service (or line of duty disability/death): up to 1560 hours

- Members working the forty (40) hour per week schedule

  10 through 15 years of service: up to 520 hours

  16 through 25 years of service: up to 780 hours

  26 or more years of service (or line of duty disability/death): up to 1040 hours

Payment shall be at the Member's rate of pay at the time of separation on an hour-for-hour basis. A Member can elect to take this payment in a lump sum or in bi-weekly installments until the amount of accumulated sick leave is exhausted or for a maximum of thirteen (13) pay periods.

Members hired after February 1, 2021 shall not be eligible to receive sick leave payout upon separation, for any reason. The City shall ensure written communication to IAFF L-781 Principal Officers of eligible members who are not enrolled in the 401A Plan by June 1st of every year along with an active link for members to enroll. Sick leave accrual for these employees shall be capped at 1750 hours for employees scheduled to work 49.5 hours per week, and 1250 hours for employees who work 40 hours per week. For these employees, the City will instead make an annual lump sum contribution to the Member's 401a account on July 1 of each fiscal year, as follows:

- Annual Contribution for 49.5-hour Employees

Firefighter	$625
Fire Equipment Operator	$625
Captain	$625

- Annual Contribution for 40-hour Employees

Captain	$525
Inspector	$525

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

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

Employees who had less than ten full years of service as of the day this Agreement was ratified on January 1, 2021, had a one-time option to elect to be included in the 401a program, in which case they were not eligible for pay out of any sick leave upon retirement and were subject to the sick leave accrual caps set out above but were able to participate fully in the 401a program outlined above, as if they had been hired after February 1, 2021. The election was required to be made in writing (email sufficed), within thirty days after the City Council approved the Work Agreement and was irrevocable. Employees electing to be included under the 401a program were credited for their prior service with respect to the vesting requirements set out above.

Additionally, the City provided an initial contribution toward each employee's 401a account equal to their total years of service at the time of their election to participate in the program, rounded down to the nearest whole number and capped at five. For example, a firefighter with 8.7 years of service on the day he or she elected to participate in the 401a program would no longer be eligible for any sick leave payout on separation but would

participate fully in the 401a program and received an initial contribution from the City in the amount of $3,125 (5 x $625). A firefighter with 3.9 years of service received an initial contribution from the City in the amount of $1,875 (3 x $625).

The initial contribution for any employee eligible to receive such contribution was made in two equal amounts, on July 1, 2021, and July 1, 2022. Going forward all annual contributions will also be made on July 1 of each calendar year. Employees must be on the payroll as of July 1 in any given year to receive the initial or annual contribution payments. There shall be no pro-rating of any such payments for partial years of service. For example, the employee in the first example above would receive $1,562.50 on July 1, 2021 and $1,562.50 on July 1, 2022, and would also receive his or her annual $625 contribution, for a total contribution amount of $2,187.50 each year in 2021 and 2022, and then $625 per year thereafter.

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

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ARTICLE 12 - INJURIES

SECTION 12.1. In all instances, worker's compensation shall be provided by the City for all members' injuries arising in the course and scope of their employment. All incidents, injuries, and reoccurrences of injuries shall be reported to the City without unreasonable delay and pursuant to Department procedures.

SECTION 12.2. Members who suffer disability while on duty shall receive full salary and benefits including accrual of vacation, sick leave, and personal leave days while unable to return to their regular assignment, except as provided for in Section 12.5 of this Article, up to a maximum of fifty-two (52) weeks. Thereafter, members shall be entitled to benefits under the current Worker's Compensation Act. With the exception of statutory waiting periods, it is understood that in the case of a job-connected disability, a member will not be required to use any accumulated leave until after the depletion of Worker's Compensation benefits. However, following the lapse of the fifty-two (52) weeks, a member who is receiving temporary disability payments under the Worker's Compensation Law may, in addition thereto, at the member's election, receive an amount of money equal to the difference between the disability payment and the member's regular salary, up to the amount of the member's accrued leave. A member may elect to use accrued leave or other contract benefits before applying for a disability retirement under the LAGERS Retirement Program. A member who has been placed on disability retirement shall have full protection of LAGERS legislation and other retirement benefits offered by the City.

SECTION 12.3. A job-connected disability shall include any physical or mental disability reasonably associated with or incurred while on duty. This shall include those definitions included in the Worker's Compensation Act and the judicial decisions involving such Act. The City recognizes that disease of the lungs or respiratory tract, hypotension, hypertension, or disease of the heart or cardiovascular system, including carcinoma may be an occupational disease and determined to be a disability due to exposure to smoke, gases, carcinogens, inadequate oxygen, or psychological stress, if a direct causal relationship is established. Any member who is exposed to and contracts any contagious or communicable disease arising out of and in the course of the performance of the member's duty shall be eligible for benefits as an occupational disease. (It is understood that the City will cooperate, to the extent possible, with a member in attempting to establish the direct causal relationship referred to above. This will include making records available and assisting in research.)

SECTION 12.4. It is the purpose of this section to recognize that the City is responsible for those medical services that represent medical practices or practices intended to restore the member to the same or as close as possible to their same physical and/or mental condition that existed prior to a job-connected injury.

Costs incurred for treatment of a job-connected injury by a member's own physician prior to notification to the City are subject to denial by the City. However, due consideration shall be given for emergency care which occurs during off-duty hours.

A physician as used herein is defined as a Doctor of Medicine (M.D.), a Doctor of Osteopathy (D.O.), a Dentist (D.D.S.), or other licensed specialist (including a chiropractor or a qualified individual in the mental health field) upon referral from a doctor as specified above.

Nothing under this Section shall exclude or limit any rights a member may have under Chapter 287 RSMO.

If the injury appears to be of an emergency nature or requires immediate attention, the injured member should be taken to the nearest appropriate hospital whether authorized by the City for treatment or not. The desire of the member regarding the need for immediate treatment and selection of hospital for emergency treatment will be given every reasonable consideration.

SECTION 12.5. After proper convalescence and upon release for modified-duty assignment, a member shall be required to return to work to perform assignments of a modified-duty nature only. The assignments for a member on modified-duty shall be consistent with the member's physical limitations. The member shall remain on the 24/48 work schedule for 45 days, subject to detail. After the completion of 45 days on the 24/48 work schedule, the member will move to the 40-hour work week schedule with a lunch break midday.

SECTION 12.6. All workers' compensation charges for treatment in conformance with this article shall be paid by the City in a timely manner following receipt of a bill. A member shall not suffer bad credit or legal fees in the event the City is late or does not pay the authorized charges.

SECTION 12.7. The City shall not be entitled to a credit for the amount of wages paid to a member during a temporary disability period that exceeds the amount which is allowed by worker's compensation statutes, when determining an award or settlement for a permanent partial or total disability.

SECTION 12.8. For purposes of this article, when an employee is off work and drawing temporary total disability, full pay is defined as eighty percent (80%) of the member's regular straight-time compensation. However, the City will report such compensation to LAGERS at 100% and pay the appropriate percentage on 100%.

SECTION 12.9. For members injured off duty they may be awarded modified duty at the discretion of the Fire Chief. The decision to award/not award modified duty will be communicated with the Union President by the Fire Chief. A member may be denied based on the number of members currently on 40-hour modified duty work week. The member must have a qualifying FMLA (Family Medical Leave Act) event/injury to be considered for modified duty. The member must use six (6) shift days of their accrued leave prior to being eligible for modified duty.

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ARTICLE 13 - LEAVE OF ABSENCE

SECTION 13.1. The City Manager may, upon application through the Fire Chief, grant a member an irrevocable Leave of Absence without pay for a period not to exceed one (1) year, and such grant shall not be unreasonably withheld. The Human Resources Director is authorized to grant a leave of absence not to exceed fifteen (15) days. A member returning from a leave of absence must be able to perform in the position held at the time of such leave. All other leaves of absence must comply with applicable state and federal laws, including veteran's re-employment rights. Absent unusual circumstances, the purpose of a leave of absence shall be for such reasons as poor health, family hardship, and similar circumstances. If the City Manager denies a request for leave of absence without pay, the decision can be appealed through the grievance procedure.

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ARTICLE 14- EMPLOYMENT RIGHTS

SECTION 14.1. Surviving children and the surviving spouse of a deceased member who died of job-related causes shall be granted preferential employment rights with the City. However, the merit system will not be waived for lack of ability to perform in positions open.

SECTION 14.2. Hiring practices within the Fire Department shall be in strict accordance with the merit system as provided for in the City's Personnel Policies and Procedures, as these may be revised from time to time. This shall include the appointment of relatives to current members of the bargaining unit.

Pre-employment medical and physical requirements shall be in strict accordance to standards as established by the City.

SECTION 14.3. The City shall allow up to 2 (two) Union members chosen by the Union President to participate in interviews for the hiring process for new firefighters. The City will cover the cost of hiring replacement staffing (as long as it doesn't cause an order-in) for each member on their regularly scheduled shift if interviews last more than 4 (four) consecutive hours. The city will not cover for cost of trade time, minimum staffing or off duty. It is understood that the City could change to using an alternative method for hiring outside of the Fire Department. In this case, the Union may not have members involved at the discretion of the Fire Chief. It is understood that the City controls all parameters of the hiring process and will provide guidance and training to the participating Union members. This group will not report back to Labor Management.

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ARTICLE 15 - UNION BUSINESS

SECTION 15.1 Union Business shall be allowed for any Union Representative to perform Union functions and attend labor meetings with pay, at the discretion of the Union President. The Union is responsible for providing the staffing and the cost of staffing to replace any Union Representative during their absence from work on Union Business. A member covering staffing for Union Business will not cost the city financially and maintain qualifications for apparatus staffing. The Union Representative must notify the Shift Commander of who will be working Union Business and the timeframe.

SECTION 15.2. The Union President shall be allowed time off with pay for all meetings mutually agreed to by the City and the Union. The Union shall pay for the cost of replacing any Union Representative during their absence from work.

SECTION 15.3. Members of the Union negotiating team shall be allowed time off with pay for all meetings mutually agreed upon by the City and the Union. The Union shall pay for the cost of replacing any Union Representative during their absence from work.

SECTION 15.4. Upon the approval of the Fire Chief, Union officials or designated members may have access to any Fire Department station/facility for the purpose of conducting Union Business so long as that business does not interrupt Fire Department business and/or scheduled activities.

SECTION 15.5. All personnel matters are deemed confidential between the City and the individual employee(s) unless the Union can present an authorization for release of information. Each employee shall be allowed access to City records maintained on that employee. Access is to be allowed within a reasonable time, and at the convenience of the Department and the requesting employee. Requests to access personal records are to be made by the employee through the chain of command. The employee may be accompanied by their representative to review their records.

SECTION 15.6. The Union shall be furnished at no cost copies of Department SOP's and other general information that affects the rules and working conditions of its membership. All individual personnel matters are deemed confidential between the City and the individual employee(s) unless the Union can present an authorization for release of information.

SECTION 15.7. The Department agrees to furnish space for suitable union-furnished bulletin boards in the living quarters of each fire station/facility. These bulletin boards are to be used by the Union, and posting of Union notices, bulletins, etc., shall be limited to these boards. The Union is responsible for all information posted on these bulletin boards. The posting of information that defames individuals, groups, organizations or entities is strictly prohibited. This shall include, but is not limited to, comments directed at a person's race, sex, age, ethnic origin, religion or handicap. This prohibition shall not be applied for the purpose of restricting

the free exchange of ideas between the Union and its members or the Department regarding matters of general interest to the Union, its members and the Department. Any person(s) who posts information that defames others shall be disciplined. Failure to control the information posted on these boards may be cause for removal of the boards.

SECTION 15.8. The Union President or the President's designee shall be allowed up to (8) hours for group orientation talks to all recruits. The Union President is responsible for scheduling this talk through the Fire Chief or their designee.

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ARTICLE 16 - DISCIPLINARY ACTION

SECTION 16.1. Members may be disciplined for just cause, including violation of City or Departmental rules. If a member is brought in off duty for a hearing, then said member shall be paid a minimum of 3 hours or the number of hours needed to complete the hearing at time and half of their rate of pay, whichever is greater. Changes in City or Departmental rules will be addressed through the Labor-Management Committee established herein.

SECTION 16.2. No member shall be subject to any type of final disciplinary action without first receiving a hearing with the Fire Chief or the Chief's designee.

SECTION 16.3. No hearing shall be held unless the member affected and the Union have been notified via email of the time and place of the hearing and the specific offense(s) charged. Union leadership and the member's executive board representative will be notified by email to their outside Union email addresses. No new charges shall be introduced during the disciplinary hearing. This notice must be given at least 72 hours prior to the hearing, and within fourteen (14) calendar days of the Department's obtaining knowledge of the circumstances on which the proposed discipline is based, unless reasonable diligence requires additional time for investigation.

SECTION 16.4. The accused member shall have the right to Union representation and/or an attorney furnished by either the accused or the Union. In the event an attorney will be present on behalf of the Union/accused, the Union will notify the Department Director in advance. The subject of the hearing shall be limited to the charges specified in the notice served per Section 16.2 of this Article. The Fire Chief or the Chief's designee shall determine the guilt or innocence of the accused and the type of disciplinary action to be taken. The decision of the Fire Chief or designee may be delayed no longer than the end of the fourteenth calendar day after the hearing.

SECTION 16.5. Appeals of the decision of the Fire Chief or designee shall be by the grievance procedure per Article 22 of this Contract except that the procedure shall start with step two. The member shall submit the grievance within fourteen (14) calendar days of the date of the decision of the Fire Chief or designee. Any member who wrongfully loses pay or benefits shall immediately be made whole and shall not be required to work minimum staffing or overtime as a remedy.

SECTION 16.6. Discipline, up to dismissal, is designed to be corrective and should be progressive. The progressive levels of discipline are: documented verbal warning, written warning, short-term suspension (24 hours or less), long-term suspension (72 hours or less), and discharge. Violations of departmental disciplinary rules shall be classified as minor (currently A and B in the Code of Conduct), serious (currently C and D in the Code of Conduct), or major (currently E or F in the Code of Conduct). As a rule, discipline for minor violations will begin with documented verbal warning; discipline for serious violations will begin with a written warning;

and discipline for major violations will begin with suspension. The Department Director may impose or recommend discipline greater or lesser than that called for by the progressive discipline system, and may skip or repeat steps, provided that the discipline is consistent with just cause and warranted by aggravating or mitigating circumstances and/or active discipline in the employee's record, which reasons shall be stated in writing and provided to the employee. Discipline for similar offenses shall also be consistent with action taken in like cases within the Department, unless cause for a difference in treatment exists. References to the Departmental Code of Conduct do not constitute agreement to or incorporation of that document. The parties recognize and understand that the Code should be reviewed as needed, which will occur through the Labor-Management Committee established herein

SECTION 16.7. Discipline shall remain active, so as to serve as the basis for further progressive discipline, for the following time periods (which begin to run on the date of the violation): verbal warning, six months; written warning, one year; short-term suspension (24 hours or less), eighteen months; long-term suspension (72 hours or less), two years. In the event, however, discipline is based on conduct by an employee that constitutes prohibited harassment or discrimination, the discipline shall remain active indefinitely in the event the offense is repeated.

SECTION 16.8. Employees shall receive copies of all disciplinary actions placed in their personnel files. Whether or not the discipline is appealed, the member shall have the right to write a letter of explanation in reply, and this shall be permanently attached to and considered a part of the disciplinary record.

SECTION 16.9. The provisions of this Article shall include any transfers made for the benefit or betterment of the department if the transfer is made because of alleged problems caused by the member in their present position. Any member transferred against their will for the benefit or betterment of the department shall upon their written request be given, within 72 hours of their request, a hearing which is subject to the provisions of this Article (routine transfers of newly-hired members shall not be subject to the provisions of this Article). Should any challenge to a non-disciplinary involuntary transfer (due to conflicts or alleged conflicts between personnel, for example) be submitted to arbitration, the issue under review shall be whether the Chief or his or her designee acted in good faith, without discrimination, and exercised reasonable managerial judgment in ordering the transfer.

SECTION 16.10. In cases involving unsatisfactory performance of an employee's duties - if the unsatisfactory performance does not involve negligence, willful neglect, or gross incompetence - Department management shall notify the employee of the shortcomings in his or her job performance, explain the Department's performance expectations, and give the employee a reasonable opportunity to improve his or her performance before initiating the disciplinary process. If it appears that additional training is appropriate, and if such training can reasonably be provided to the employee using the City's in-house resources, the City shall provide and the employee shall willingly and in good faith participate in such training, before any discipline will commence.

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ARTICLE 17 - UNIFORMS, CLOTHING ALLOWANCE AND EQUIPMENT

SECTION 17.1. The City shall pay each member of the Bargaining Unit required to wear the Class B or Class C uniform, including fire inspectors, the annual sum of seven hundred and twenty dollars ($720.00) for the purchase and maintenance of Class B and Class C uniforms. The allowance shall be payable bi-weekly in accordance with City Payroll practices. The City shall pay an additional clothing allowance of the same amount and payable under the same conditions to any member required to purchase and maintain an additional Class B and Class C uniform for the purpose of working out of position if such uniform is required by department or City rules or policies. The member shall furnish all of the Class B and Class C uniforms for their permanent rank except for the coat, required insignias, badges, and patches.

SECTION 17.2. The City shall furnish to each member required to wear the Class B uniform the following:

- One black or navy uniform coat or jacket (evaluated and replace as needed);
- All required badges, patches, and insignias; and
- Any other part of the uniform not required at the effective date of this contract, but subsequently required after the effective date.

The items shall be of the same type and quality presently furnished unless additional requirements are dictated by the City. Members shall be permitted to wear the union patch or logo on uniforms, caps, and jackets.

SECTION 17.3. The City shall furnish each member of the Bargaining Unit required to respond to fire alarms, including fire inspectors, the following National Fire Protection Association (NFPA, recommendation #1971 on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting) rated equipment:

- One (1) top quality firefighter's helmet with protective face shield, liner and chin strap.
- The color code for new issue is to be red for firefighters and fire equipment operators, black for captains, and yellow for newly hired employees;
- Two sets of Personal Protective Equipment (PPE) meeting current NFPA recommendations;
- Two (2) pairs of top quality firefighter's boots with steel insole and toe (one leather, one rubber);
- Two (2) pairs of waterproof, heat resistant, and insulated gloves;
- Two (2) fire resistant firefighting particulate or better hoods; and
- One (1) Self-contained Breathing Apparatus (SCBA) face piece. Two (2) Self-Contained Breathing Apparatus (SCBA) face piece Kevlar head harnesses upon

purchasing new SCBAs. All members shall receive a fit test prior to issuing the SCBA face pieces.

- One (1) pair of safety glasses.

Any other protective clothing or personal equipment that may be recommended by both the City Management and the Safety Committee. Any change to the above list of equipment that the City is required to furnish must be approved in writing by both the City and the Union.

All items furnished by the City shall be replaced by the City with no expense to the member when lost, damaged, or deteriorated. Damaged or deteriorated items will be turned in when replaced if furnished by the City. No intentional abuse or negligence shall be tolerated. During annual gear inspections the member will be notified, if not present, of any items deemed out of service and removed.

SECTION 17.4. Members shall be allowed to wear uniform or protective clothing and equipment for charitable or community functions sponsored by the Union unless specifically disapproved by the Fire Chief. The Union must submit requests for approval to use City uniforms and/or equipment at least two weeks in advance, to allow the Fire Chief to notify the City Manager of the request and obtain any guidance he or she provides. The Fire Chief will respond to timely Union requests in writing as soon as reasonably possible, and in any event at least twenty-four hours before any event.

A member shall be permitted to furnish and use their own protective clothing and equipment (turnout gear) if equal to or superior to that furnished by the City. Questions of quality of privately furnished equipment shall be determined by the Fire Department Safety Committee. Past agreements on non-NFPA approved equipment shall prevail except when required by current NFPA standards to wear NFPA approved equipment. All requests to use non-department issued protective equipment must be submitted in writing, through the chain of command. Department management will provide a written response to all requests within thirty (30) days after receipt.

SECTION 17.5. The City shall insure that each member required to respond to emergency alarms shall have available a positive pressure type self-contained breathing apparatus of at least 30-minute duration. The department shall at all times maintain a ready reserve of filled compressed breathing-air bottles for the breathing apparatus in an amount equal to one (1) per member on duty. They shall be available for immediate use on the apparatus.

There shall be a minimum of one (1) self-contained breathing apparatus for each fire suppression member on duty at all times. Each member will be issued their own standard-sized face mask (to include a voice speaking diaphragm). The face mask will be equipped with

an eyeglass insert for members who furnish a prescription for eyeglasses. The member will provide their own prescription lenses.

The department shall make every effort to maintain a reasonable inventory of air bottles, standard-sized face masks, and parts to afford members with prompt re-issue, re-supply or repair when the need exists. The City will provide the most recent testing records regarding any piece of protective or safety equipment upon request.

The City shall insure that each member required to respond to emergency alarms shall have available a portable trunking radio and voice amplifier. The department shall at all times maintain a ready reserve of radios and amplifiers. They shall be available for immediate use on the apparatus.

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ARTICLE 18 - STANDING COMMITTEES

SECTION 18.1. There shall be a Labor/Management Committee consisting of representatives from Department management and representatives from the Local (up to four representatives for each). This Committee will strive to improve relationships between Labor and Management in all areas, and to ensure that this Agreement is properly administered at all times. The City and the Local shall appoint their respective representatives to this Committee within one month after this Agreement is signed by both parties. Those representatives shall meet promptly thereafter and shall set up a schedule of regular meetings.

A. The parties mutually acknowledge that the purpose of the Labor/Management Committee is to discuss topics of mutual interest on a cooperative basis. The Labor/Management Committee is not a forum for formal collective bargaining.

B. The purpose of regular meetings shall include but is not limited to:

1. Dissemination of information.
2. Discussion of potential methods for improving any aspect of the Department's service, including efficiency of operations and overall working conditions. Any representative to the Committee may present topics for discussion during Committee meetings.
3. Review and discussion of any revisions or potential revisions to City or Departmental policies, work rules, or practices. All new or revised policies, work rules, or practices shall be discussed by the Labor/Management Committee before being implemented, except in cases where failure to immediately implement a policy, work rule, or practice would negatively affect the Department's ability to provide services to the public. Such discussions shall not be pro forma, but shall be meaningful and conducted in good faith, with due consideration of the Local's comments and input.
4. Clarifications as to the application or interpretation of this Agreement, policies, work rules, or practices, not the subject of an active grievance at the time.
5. Resolution of any dispute or problem involving any represented full-time employee or group of employees, on an informal, voluntary basis.
6. Receive and review recommendations from all Committees

SECTION 18.2. The Labor/Management committee may also appoint such advisory subcommittees as they believe would be helpful in fulfilling the mission of the Department.

SECTION 18.3. In addition to regularly scheduled meetings, a request for a special meeting of the Labor/Management Committee may be made by either party at any time. The

Committee shall be convened within ten (10) calendar days after receipt of a written request (including e-mail) by either party.

SECTION 18.4. The City will continue the joint City-Union Fire Department Safety Committee previously established. The Committee will consist of up to four members from each side. The Committee will be headed by co-chairs, one from the Union and one from the city, who shall be appointed by the fire Chief and the Union President. This Committee is to perform the function of the Department Safety Committee and shall be the only Safety Committee recognized for the Fire Department.

A. The Union shall in no way incur liability because of its participation in the Safety Committee. In the case of legal action directed against the City and/or the Safety Committee the City will assume responsibility for the costs of the legal action and of the final judgment.

B. The Safety Committee shall meet once a month except that in the event of a majority vote, meetings may be canceled on a month-to-month basis. Emergency meetings may be called by the Co-chairs with ten (10) days of written notice (including e-mail).

C. The Safety Committee may advise the Labor Management Committee and make recommendations for the correction of any health or safety hazards that are found to exist within the Fire Department.

D. The Safety Committee may review specifications and make recommendations on the specifications for firefighting equipment and apparatus to The Labor Management Committee.

E. The Safety Committee shall investigate and prepare a report of its investigation within 30 days of any accident involving department equipment or personnel. The report shall include its recommendations for correcting any safety problems that may have contributed to the accident.

F. All recommendations and reports of the Safety Committee shall be placed before the Labor Management Committee. The Labor Management Committee decisions shall be reported back to the Safety Committee in writing (including email).

SECTION 18.5. The City will continue the joint City-Union Fire Department EMS (Emergency Medical Service) Committee previously established. The Committee will consist of up to four members from each side. The Committee will be headed by co-chairs, one from the Union and one from the City, who shall be appointed by the Fire Chief and the Union President. This Committee is to perform the function of the Department EMS Committee and shall be the only EMS Committee recognized for the Fire Department. The EMS Committee shall meet once a month except in the event of a majority vote, meetings may be cancelled on a month-to-month basis. Emergency meetings may be called by the Co-chairs with ten (10) days of written notice (including e-mail).

The purpose of regular meetings shall include but is not limited to:

A. EMS Medical Protocols and Scope-of-Practice: Review and propose updates to ensure alignment with current medical standards and practices.

B. Equipment, Medications, Devices, and Technology: Evaluate and recommend EMS tools and resources to enhance field performance and patient care.

C. EMS Education Content and Curriculum: Develop and refine educational materials and training programs for continuous professional development.

D. Initial EMT and Paramedic Education: Oversee and advise on IFD-related aspects of initial training for new EMTs and paramedics.

E. Quality Assessment and Improvement Practices: Strategies for ongoing quality review and enhancement of EMS services.

F. SOP Development and Revision: Contribute to the creation and updates of Standard Operating Procedures specific and/or involving EMS.

G. Medical Research and Pilot Programs: Support and review research projects and pilot initiatives related to EMS operations and care.

H. Additional EMS Matters: Address any EMS-related concerns or projects as needed.

I. Direction from the Labor Management Committee: Undertake specific goals or projects as directed.

J. All recommendations and reports of the EMS Committee shall be placed before the Labor Management Committee. The Labor Management Committee decisions shall be reported back to the EMS Committee in writing (including email).

SECTION 18.6. The City will continue the joint City-Union Fire Department Wellness Committee previously established. The Committee will consist of up to four members from each side. The Committee will be headed by co-chairs, one from the Union and one from the City, who shall be appointed by the Fire Chief and the Union President. This Committee is to perform the function of the Department Wellness Committee and shall be the only Wellness Committee recognized for the Fire Department. The Wellness Committee shall meet once a month except in the event of a majority vote, meetings may be cancelled on a month-to-month basis. Emergency meetings may be called by the Co-Chairs with ten (10) days of written notice (including e-mail).

A. The Wellness Committee shall advise the Labor Management Committee and make recommendations regarding fitness equipment, Missouri Firefighters Critical Illness Pool updates for Cancer/Mental Health Policies, Health and Wellness policy updates, Cancer Prevention, and overall health and wellbeing of the Department.

B. All recommendations and reports of the Wellness Committee shall be placed before the Labor Management Committee. The Labor Management Committee decisions shall be reported back to the Wellness Committee in writing (including email).

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ARTICLE 19 - DETAILING

SECTION 19.1. Detailing is a temporary assignment within the Suppression Division. Members in the Suppression Division will not be detailed to a non-suppression position without prior written agreement between the City and the Union.

SECTION 19.2. Selection for a detail is to be made as established in the Department General Orders or Standard Operating Procedures (SOPS). When a member is to be detailed, the primary determination for selection of the member to be detailed shall be the rank and skills required. If more than one member of the required rank and skills is on duty with the company, department seniority shall govern the selection.

SECTION 19.3. The member being detailed may be required to use their own vehicle, if available. If the member uses their own vehicle they will be reimbursed for mileage.

SECTION 19.4. A detailed member shall be allowed while on duty to go to a store within the company district to obtain provisions for the remainder of the current shift. This may be done en route to the station. If there is no store within the district, the member may go to the nearest store along the direct route of travel to the new district.

SECTION 19.5. A detailed member shall have the option of returning to their own company or remaining with the company to which detailed when relieved from the detail by return of a member, unless an additional detail is required or otherwise directed.

SECTION 19.6. Nothing in this Article shall preclude any assignment or detail necessary to provide emergency medical services or training with a minimum payment of overtime.

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ARTICLE 20 - PROMOTIONS

SECTION 20.1. All promotional examinations must test the ability to perform the work required of the classification in question and must be conducted consistent with the provisions of Article 27.

SECTION 20.2. Promotions to Bargaining Unit positions in the City's Fire Department shall be made by competitive examinations in accordance with the City's Personnel Policies and Procedures Manual and the City Charter and shall be weighted per this Contract. Applicants will be required to fulfill prerequisites for taking the examination (such as obtaining required certifications - refer to Section 27.4), and to demonstrate their ability to operate equipment used by employees in the classification sought. All evaluations of demonstrated abilities will be addressed through the Labor Management Committee prior to implementation.

SECTION 20.3. The following factors and requirements shall be considered in examinations for the classifications specified and given weights in accordance with the below listed percentages. The City shall see that tests are given in a timely and efficient manner.

A. Fire Equipment Operator Requirements - Five (5) years continuous service in the Fire Operations Division as a Firefighter, from date of hire, and in accordance with Article 27 of this Agreement.

Seniority	25%
Written Examination	75%

Management shall assure that all operations personnel are, within the first two (2) years of assignment, given the opportunity to become qualified to operate all pieces of equipment used or operated by fire equipment operators.

B. Fire Captain Requirements - Seven (7) years continuous service on the Fire Department and a minimum of two (2) years of continuous rank seniority as a Fire Equipment Operator, and in accordance with Article 27 of this Agreement.

Seniority	25%
Written Examination	75%

C. Training Officer or Fire Safety Officer Requirements - Ten (10) years continuous service on the Fire Department and at least three (3) years as Captain.

Seniority	25%
Written Examination	75%

Applicants must make seventy percent (70%) or above on the written examination to be eligible for promotion. The pass/fail standard for any written examination provided by this section shall be seventy percent (70%) of the total questions. An applicant who does not score seventy percent (70%) shall have the same right to review their test as provided for in Section 20.4. The written exam will consist of applicable questions from IAFF L-781 Contract, Independence Fire Department Standard Operating Procedures (SOP's), EMS Protocols, Code of Conduct, and questions pertaining to specific job requirements of the Independence Fire Department.

SECTION 20.4. The results of promotional examinations shall be posted no later than three (3) weeks after the exam date. A member shall be allowed to review their completed exam, which shows all weights, prior to posting and at a convenient time within 3 weeks. Promotional examinations may be given the second full week of March and/or the second full week of September. If the eligibility list from March is exhausted as of August 1st of the same year, then a promotional exam will be offered the second full week of September. If the eligibility list from September is exhausted as of February 1st the following year, then a promotional exam will be offered the second week of March. The promotional exams for Fire Equipment Operators and Captains do not have to be offered in conjunction with each other. A member's eligibility will expire one (1) year from the posting of the exam results or upon issuance of a new promotional list, whichever occurs first. Members on duty on exam day will be allowed off duty with pay to take the examinations. Once an exam has been compromised or reasonably believed to have been compromised, then immediately after gaining this information, the Human Resources Director shall destroy the exam in question and obtain a new exam. Any timeline amendments to the section can be agreed on by Labor Management.

SECTION 20.5. Promotions to bargaining unit positions above the rank of firefighter, except by order of the City Manager for demonstrated just cause, shall be made from the current promotional list within ten (10) business days from the date the vacancy occurs. The bargaining unit member promoted shall be assigned to the promotional position no later than the first day of the pay period following the date of the promotion. For the purposes of determining date of rank, the effective date will be the date the vacancy occurred. The effective date of any promotional pay increase will be the first day of assignment to the promotional position. The promotion authorization form will state both the date of rank and assignment date. All promotions shall be in order of numerical ranking from the promotional lists. If multiple vacancies are available, members may choose promotional position assignment based on ranking of the promotional eligibility list and all positions are subject to the bid process. The member with the highest score will be promoted first and so forth down the list until the list is exhausted either by the prescribed limits or until the list is depleted.

SECTION 20.6. The City may create an Arson/Fire Investigator, Fire Safety Officer, or a Training Officer classification in accordance with applicable provisions of this Contract. The City may create a position of City-Wide Safety or Risk Management Officer with right of review over all departments of the City on matters of safety. Nothing contained herein obligates the City to do so.

SECTION 20.7. Any employee declining a promotion shall have his or her name moved to the last position on the roster and will only be eligible for additional consideration at such time as there are no other qualified candidates for consideration, who have not also declined a promotion from the same list. An employee who declines a second time shall be removed from the list.

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ARTICLE 21 - SAVINGS CLAUSE

SECTION 21.1. If any provision of this contract or the application of any provision of this contract should be rendered or declared invalid by any final court decision or by reason of any existing or subsequently enacted state or federal legislation, the remaining provisions of this Contract shall remain in full force and effect.

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ARTICLE 22 - GRIEVANCE-ARBITRATION PROCEDURE

SECTION 22.1. The following procedure will be observed in the handling of grievances and complaints involving the application or interpretation of the terms and provisions of this Contract.

SECTION 22.2. As quickly as possible after the implementation of this Contract, the City will furnish the Union with a list setting forth positions of Supervisors in relation to the work groups of the City's operations that are related to this bargaining unit. The City will promptly notify the Union of any changes in such personnel as may occur from time to time. The Union will furnish the City with a list of its officers and stewards, setting forth the groups that each steward represents. The Union will promptly notify the City of any changes in such personnel as may occur from time to time.

SECTION 22.3. Should any dispute or grievance arise between the City and its bargaining unit members with regard to the application or interpretation of the terms and provisions of this Contract, such dispute or grievance shall be settled in the following manner:

Step 1. Informal

If one or more bargaining unit members should have a grievance or complaint, the bargaining unit member(s) shall attempt to settle the grievance or complaint with their immediate supervisor. The bargaining unit member(s) shall have the option of first discussing the grievance or complaint with their steward and their steward shall be permitted to accompany them in their contact with the immediate supervisor. The immediate supervisor shall have seven (7) calendar days to reach a satisfactory settlement of the grievance after it is presented to the immediate supervisor. If the grievance is not presented to the immediate supervisor within fourteen (14) calendar days of the date on which the cause of the grievance was known to the bargaining unit member or could reasonably be expected to have been known, the matter shall be considered dropped.

Nothing in the above wording will preclude an informal meeting from occurring between a steward and supervisor, without the aggrieved bargaining unit member being present, to discuss a grievance or complaint.

Step 2. Intermediary

If no agreement is reached with the immediate supervisor the grievance shall, within fourteen (14) calendar days thereafter, be reduced to writing and taken up with the director of the department. The complaint of a bargaining unit member shall be filed in writing with the director and shall be disposed of by the director within seven (7) calendar days after filing.

Notice of Appeal to Arbitration or Personnel Board

In cases involving documented verbal warnings or written warnings, if the grievance is not satisfactorily resolved at Step 2, the Union may request a hearing with the Personnel Board. In cases involving suspension or discharge decisions, either party may elect arbitration by the Federal Mediation Conciliation Service (FMCS) in lieu of appeal to the Personnel Board. If the Union wishes to invoke arbitration, it shall so designate in its appeal notice. If the appeal notice does not designate arbitration as the method for resolving a grievance, the City may elect arbitration by notifying the Union of its decision within seven (7) calendar days after receiving the appeal notice.

The Personnel Board or hearing or arbitration must be requested/noticed within fourteen (14) calendar days of receipt of the decision by the department director. Such request shall be filed in writing with the Human Resources Director and state the reason for the appeal and set forth the relief sought.

Step 3. Optional City Manager Review

If notice of intent to arbitrate or notice to submit the matter to the City Personnel Board pursuant to the City's Personnel Policies and Procedure Manual is not delivered within fourteen (14) calendar days, the grievance shall be deemed abandoned. Upon receipt of a request for a Personnel Board hearing or notice of intent to arbitrate, the Human Resources Director shall provide the grievance, the department director's response, and the request/notice to the City Manager, who may intervene within fourteen (14) calendar days of the submission of the request to the Human Resources Director. The City Manager may hold such meetings or initiate such hearings (which may be conducted by a Hearing Officer) as he or she deems appropriate, with the goal of resolving the grievance prior to submission to the Personnel Board or arbitration. The City, Union and the Grievant shall participate in such meetings or hearings in good faith, and shall provide explanations, evidence, and testimony supporting their positions. In cases where the City Manager elects to conduct an optional review, the review process shall be completed within a reasonable period of time, not to exceed thirty (30) calendar days. If the City Manager conducts an optional review, time limits set forth below for setting a Personnel Board hearing or requesting an arbitration panel shall run from the date the City Manager completes his or her review.

Step 4. Appeals

A. Personnel Board

1. Within fourteen (14) calendar days of receipt of the Union's request for a Personnel Board hearing, the Human Resources Director will contact the Personnel Board Members to set a hearing date. The hearing shall be held in a timely manner. Notice of the time and place of the Board hearing on such matter shall be given not less than fourteen (14) calendar days in advance to the Union.

   At least seven (7) days prior to the hearing, the City and the Union shall each provide a list of witnesses and exhibits to the attorney or representative for the other side. The parties shall supplement their witness and exhibit lists three (3)

days prior to the hearing, if they intend to rely on any additional witnesses or exhibits at the hearing. Both sides shall comply in good faith with the obligation to disclose their witnesses and exhibits to the other in advance of the hearing, but this rule shall not be construed or enforced in a manner that would prohibit the introduction of previously undisclosed evidence at the hearing, if either party determines that additional evidence should be presented, after having complied in good faith with the provisions of this subsection.

At the hearing, the parties shall have the right to present testimonial and documentary evidence. Evidentiary rules shall be determined by the Board. Within fourteen (14) calendar days after the hearing, the Board shall render their recommendations regarding disposition of the case in accordance with Section 3.29 of the City Charter.

2. Decision of the Personnel Board - The decision of the Personnel Board shall be subject to the following conditions:

   a. The Personnel Board shall have no power to add to, subtract from or modify any of the terms of this Contract. The Personnel Board shall have no power to establish or change any wage rates.

   b. This provision does not extend to negotiations for amendment of this Contract or for mediation of any disagreements involved in such negotiations.

B. Arbitration.

1. Selection of Arbitrator - Within twenty-one (21) calendar days after notice of intent to arbitrate is delivered, the party seeking arbitration shall submit a request for a list of seven (7) arbitrators from the Federal Mediation Conciliation Service. The parties shall alternately strike one name from such list, with the party striking first determined by a coin toss, until only one name remains. The remaining person shall be accepted by both parties as the arbitrator to hear and decide the dispute. The party requesting arbitration shall notify the arbitrator of their selection and request available dates not later than seven (7) calendar days following selection. The party not requesting arbitration will notify the FMCS of the arbitrator's selection, contact the other party to select a date and time for arbitration, reserve a mutually-agreeable location, and will notify the arbitrator of the date, time, and location of the arbitration.

2. Decision of Arbitrator - The decision of the arbitrator shall be subject to the following conditions:

   a. The arbitrator shall determine the procedural rules of arbitration, and make such orders during the pendency of the proceeding as are necessary to enable the arbitrator to act effectively.

   b. In the resolution of disputes, the arbitrator shall give no weight or consideration to any matter except the language of the Agreement and the

evidence presented by the parties.

c. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Contract. The arbitrator shall have no power to establish or change any wage rates.

d. The decision of the arbitrator shall be final and binding on both parties as to all matters which may arise out of the interpretation or application of this Contract.

e. The arbitrator shall have discretion to reduce or raise the discipline imposed.

f. Decisions of the arbitrator regarding hiring, promotion, termination, layoff, reduction in force, separation, discipline and reprimand of individual bargaining unit members shall be subject to review by the City Manager. Where the arbitrator's decision resolves issues of fact, the City Manager is not authorized to substitute his or her own judgment for the judgment of the arbitrator if the arbitrator's findings of fact are supported by competent and substantial evidence. The City Manager is authorized to reject the arbitrator's decision only when the arbitrator's findings of fact and decision based thereon are clearly contrary to the overwhelming weight of the evidence viewed in its entirety, together with all legitimate inferences which may be reasonably drawn from that evidence, and in the light most favorable to the findings of fact and decision of the arbitrator based thereon. Where the arbitrator's decision is based upon an application or interpretation of law, the City Manager may review the award to determine if it is in violation of constitutional provisions; if it is for any reason unauthorized by law, or if is made upon unlawful procedure without a fair hearing. The City Manager can exercise his or her own judgment on these matters after receiving advice from the City Counselor or an authorized designee. Notwithstanding any of the foregoing, the City Manager may reject the decision of the arbitrator if such rejection results in a disposition more favorable to the bargaining unit member than the decision of the arbitrator.

g. The City and Union agree that the procedure set forth herein shall substitute for the pleading and procedural requirements of the Missouri Uniform Arbitration Act, RS.Mo. 435.350 to 435.470, but that said Act shall otherwise apply. Should the City Manager reject the arbitrator's decision pursuant to (f), above, any appeal of that decision shall be by application for judicial enforcement of the original arbitration award under the Missouri Arbitration Act, but if the City satisfies the requirements of Section 22.3(f), the award shall not be enforced.

h. The costs of the arbitrator shall be shared equally by the City and the Union.

i. This provision does not extend to negotiations for amendment of this Contract or for mediation of any disagreements involved in such negotiations.

SECTION 22.4. Should the Union claim within fourteen (14) calendar days after the discharge of a bargaining unit member that the City acted outside of its rights and responsibilities and that the bargaining unit member was unjustly discharged, the issue shall be adjudicated as a grievance, commencing with Step 2 under Section 22.3. Should the discharge be not sustained on appeal after having been handled as provided in Section 22.3 of this Article, the bargaining unit member shall be returned to service and compensated as determined by the decision in the matter.

SECTION 22.5. The day on which an event occurs shall not be counted toward the number of days allowed. In the event a submission or response is due on a Saturday, Sunday, or holiday, the date due will be the following regular business day. The date of a submission or response is the date on which a hard copy is delivered to the City or Union. E-mail may be substituted for the hard copy if sent to: for the City, the Fire Chief and Director of Human Resources; for the Union, the Union President, Vice President and Secretary/Treasurer.

SECTION 22.6. The department director will, when absent, and may, at any time so desired, appoint another person to act in his/her stead, and such party shall have full power to act in all matters arising under this Article.

SECTION 22.7. Compensation of bargaining unit members - To the extent possible, grievance meetings will be conducted during the grievant(s) regular work schedule, while the grievant is on the clock. One union representative will be compensated at Step 1 and /or Step 2 of the grievance process for actual time spent in grievance meetings if the supervisor or department director decides to meet with the grievant and/or union representative, and the meeting occurs when the union representative is not already on duty. The grievant and one Steward will be compensated at Step 3 of the grievance process if the City Manager decides to conduct a hearing. Grievant(s) who are suspended without pay or terminated will not be compensated for time spent in grievance meetings.

Bargaining unit members shall not be paid for the time spent during Step 4 of the grievance resolution process, except as a witness on behalf of the City. Bargaining unit members will not be compensated when off-duty and required to attend a hearing that is held during normal business hours, except as a witness on behalf of the City. At any point during the grievance resolution process the Union may provide compensation by the use of union business time allowed per Article 15 of this Contract.

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ARTICLE 23 - TRANSFERS AND ASSIGNMENTS

SECTION 23.1. The Fire Chief shall have the authority to reassign members for just cause, without regard to any other provision of this Article. All such reassignments will be accompanied by a written notice, provided to the affected member(s) and to the Union, stating each of the reasons for the transfer, and shall be subject to the grievance procedure.

SECTION 23.2. Two members of the same rank may trade assignments subject to the following:

- **A.** The request must be made in writing and approved through the chain of command. Permission will not be unreasonably denied.
- **B.** Neither member may trade an assignment received as a result of a bid for a period of one year after being assigned.
- **C.** A member trading an assignment shall not be allowed to bid or trade again for one (1) year.
- **D.** In the event either member trading assignments voluntarily separates from service, promotes, or voluntarily demotes to a new position, within one year from the date of the trade, then both positions will be considered vacant and be put up for bid, in accordance with Section 23.3 of this agreement. The bid rights of the remaining member shall be reinstated effective on the date either position is vacated. This provision will remain in effect for one year from the date of the trade. In the event one of the two members separates from service because of a work-related injury or death, this provision will not be invoked.

SECTION 23.3. All assignments in the Fire Department are made by the Fire Chief. No member is guaranteed permanent status or assignment. Vacancies to be filled, including newly created positions in the Fire Department will be opened to the bid procedure, which will be as follows:

- **A.** All vacancies shall be sent via email to the Fire Department within ten (10) work days after the date that the vacancy occurs. The posting shall include the deadline date that bids may be accepted, which shall be ten (10) work days from the date of posting. The position vacated by a successful bidder shall be considered a vacancy and subject to the bid procedure. In the event of a new company being added to Article 9.5.B the bid process will be as follows:

  The Captain positions will be posted, then 3 workdays later the FEO positions will be posted, then 3 workdays after the FEO spots are posted the Firefighter positions will be posted.

- **B.** All members of the rank and qualifications required for the vacant position except

those described in (D) and (E) of this section are eligible to bid for the vacancy. The bid must be in writing and will include the employee's seniority date, the position being bid, and date of current assignments. All bids must be received by Fire Administration personnel before the posted deadline date. Each member is responsible for delivering their bid to Fire Administration. Bids may be submitted by e-mail or in person. If bids are submitted by e-mail, the Deputy Chief of Operations, and Assistant to the Fire Chief must all be copied on the message. The date and time the e-mail is received, as shown by the City's e-mail system shall be considered the date and time delivered. Bidding into a non-suppression position may require additional training/certification as deemed by the Job Description SOP.

C. The member bidding with the most bargaining unit seniority will be the successful bidder and will be assigned to that position. No eligible member will be discouraged in any manner from bidding a position. A member may withdraw their bid only prior to the deadline date.

D. A successful bidder will be ineligible to bid for another position or trade positions for a period of one (1) year unless being again transferred by the department. Any employee who requests to be assigned to a position will be ineligible to bid for another position, or to request additional reassignment for a period of one (1) year following notification of the awarded assignment.

E. Members being promoted will not be allowed to bid, trade positions, or request assignment for a period of ninety (90) days after the effective acceptance date of the promotion. They will be given a temporary assignment until the bid procedure is completed by a vacancy not receiving a bid and then permanently assigned to that vacancy. Members being demoted will not be allowed to bid or trade for a period of one (1) year after the effective date of the demotion without the approval of the Fire Chief.

F. If no eligible bid is received, the Fire Chief may assign a member to fill that vacancy, and the member so assigned will be considered permanently assigned to that position.

G. For legitimate reasons the Fire Chief may decline to post a vacancy for bid or reject a bidder with reasons stated in writing and provided to the affected member(s) and the Union, but such a decision shall be subject to the grievance procedure.

H. In no event shall a member suffer any reduction of pay or benefits when temporarily assigned to a non-suppression division or duties.

SECTION 23.4. Any member, other than a Captain at the top step, who bids or is transferred into the Fire Non-Suppression Division shall be placed in a pay grade of that division nearest that which is equal to their current salary that does not result in a decrease. When a Captain at the top step bids into a Non-Suppression position, they will receive a reduction in pay to that of top Non-Suppression. Employees who transfer to the Non-Suppression Division shall serve a six-month probationary period. Their next step increase shall take place twelve (12) months after the date of their initial transfer. When eligible employees bid out of the Non-Suppression Division, they will move to their respective rank and into the corresponding pay step of the wage schedule for years of service.

SECTION 23.5. Any member who is hired for a bargaining unit position in any non-suppression division is not eligible to bid or transfer to the suppression division but shall remain eligible to apply for and go through the normal City hiring process for positions in the Suppression Division. Such members shall not have any preference during the hiring process. Any member who is successfully hired from a Non-Suppression position into a suppression position shall be hired as a Step A firefighter and move through the steps accordingly, as a new hire.

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ARTICLE 24 - GENERAL PROVISIONS

SECTION 24.1. A member shall have the right to be treated with dignity, respect, and with consistent application and interpretation of the rules pertaining to their job and without discrimination.

SECTION 24.2. The City may give preference to bidders who are paramedic qualified over bidders who are not so qualified, regardless of seniority, for firefighter positions designated as requiring paramedic qualification.

SECTION 24.3. The City shall not lock out members covered by this Contract during its term for any reason whatsoever. The Union and its members pledge full and faithful service during the term of this Contract, and will not engage in any strike, work stoppage, picketing, or other interference with or disruption of the operation of the Fire Department.

Members who engage in such activity are subject to immediate discharge, with a hearing available only on the question of whether they engaged in such conduct.

SECTION 24.4. Management Rights.

The management of the Fire Department and all of its phases and details shall remain vested in the City. Nothing contained in this Contract shall limit the City in any way in the exercise of such management, including the making of reasonable work and safety rules, and such rules relating to its operations as it deems advisable. The making and implementing of rules shall be consistent with this Agreement and applicable law, after discussion with the Local as provided herein. It is understood that this authority shall not be used for the purpose of discriminating against employees because of their membership in the Union. The City shall have the absolute right to determine the number and location of its fire stations and related activities and the equipment assigned and the procedures to be used in fulfilling the mission of the Department.

SECTION 24.5. The parties to this Contract agree not to discriminate against or harass any member because of race, age, color, creed, sex, handicap, or national origin as provided by applicable local, federal, and state law.

SECTION 24.6. The City will send an electronic copy of the final version of this agreement to the Local, in Microsoft Word format, and will maintain an electronic copy of the agreement on the Fire Department web page.

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ARTICLE 25 - WORK AREAS AND DUTIES

SECTION 25.1. All stations shall have adequate heating, air conditioning, lighted parking areas, hot water, sanitary facilities, clean beds and mattresses, a working stove and refrigerator, washer and dryer, dishwasher, PPE gear extractor (except station 8 prior to rebuild), a functional dining table and chairs, a desk, a non-emergency telephone for members' use, and be kept free of pests. Each newly built or renovated station is to include a separate sleeping area for members to include a bed and locker, and locks on bathroom doors.

New and renovated stations shall be constructed with kitchen and other facilities equivalent to those in the existing new and newly renovated stations.

Employee parking spaces shall be provided on a first-come-first serve basis and there shall be no parking spaces reserved on the basis of rank or seniority.

SECTION 25.2. The City agrees to furnish cleaning materials and utensils at each station for adequate cleaning of the station and towels, toilet paper, etc., for the use of the members on duty.

SECTION 25.3. Members shall be permitted to install television sets, cable TV, and telephones at their own cost and expense. Personnel shall not modify any station, nor shall they add or modify wiring or cabling of any kind without express approval from the Fire Chief. All wiring and cabling, and any modifications to any Station, must comply with all applicable building and safety codes.

Members shall be allowed to have privately owned hobby and recreational equipment at the stations (weights, callisthenic items, basketball equipment, horseshoe equipment, ping pong and pool tables, etc.) for use when no work is required. However, use will follow guidelines established by a consensus of City of Independence Risk Management and the Safety Committee.

Kitchen and dining utensils are furnished by the members, and each member is responsible for cleaning and putting away those utensils that the member used.

SECTION 25.4.

A. Training and inspections are a regular and normal part of the duties of employees in the bargaining unit. However, firefighting units will not be required to engage in certain activities under the conditions set forth below, except:

1. Firefighting units shall not be required to make routine fire hydrant inspections or engage in training activities where such inspections or training will require them to get wet when the outside temperature is below 40° F (except in the case of ice rescue training), or the heat index is above 90° F.

2. Outside training activities will not be required of firefighting units during periods of precipitation at the training site or when the temperature is below 40° F (except in the case of ice rescue training), or the heat index is above 90° F.
3. For all training required and sponsored by a regional, national or state entity which can reasonably be expected to occur outside the temperature range set out in paragraph I above, the City shall provide the Union with notice of the activities and training anticipated. Should the training involve significant likelihood of getting wet at Temperatures below 40° F or exposure to heat above 90° F while wearing equipment which increases the risk of heat exhaustion, the Union may request that the training be modified to eliminate the exposure. The City shall cooperate with Union in seeking the modification or rescheduling of the training. Should the City and the Union not be able to obtain modification or rescheduling to resolve the issue, individual members will upon request be excused from participation in that part of the training.

B. The above temperature limitations may be suspended by the City Manager when temperatures above or below the designated limits continue for an unusually long period of time or when the mission of the Fire Department would be impaired by a continued suspension of training or inspection activity. The temperatures mentioned above shall be as measured by the Emergency Operations Center of the City.

SECTION 25.5. A company shall be responsible for cleaning and minor maintenance only on apparatus or vehicles assigned to the Fire Department. Members shall not be required to clean under vehicles/apparatus with hazardous materials, petroleum-based products, or irritants. Members will not be required to do body work or to remove large areas of rust.

SECTION 25.6. All work in stations is the responsibility of the company(s) under the direction of the assigned officer. No one member of a company shall be required to work unless all members of that company are working, unless the members of the company have been assigned specific duties that are to be performed at different times and the affected members agree on the assigned duties. Assigned officers are included in this Section, and their required clerical and record-keeping duties are considered a part of the required work in this Section, but assigned officers shall not take undue advantage of this to avoid actually participating in the work of the company. The work required to place an apparatus back in service and ready to respond again on returning from an alarm is to be performed immediately on returning to the station by all members of the company including the assigned officer.

SECTION 25.7. In stations where more than one company is quartered, the division of routine station cleaning and maintenance work shall be divided between the companies by

agreement among the assigned officers, or by the shift commander if the assigned officers are not in agreement.

SECTION 25.8. Visitors, with the exception of those on City, Fire Department, or Union business, shall not be allowed in stations after 2200 hours. If after one hour of visitation a member on duty at the station objects, the visit shall be terminated for the remainder of the shift. At no time shall non-department persons be allowed in sleeping areas of any station.

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ARTICLE 26 - LEAVE

SECTION 26.1. Scheduled leave shall consist of Kelly Days, vacations, personal days, military leave, and compensatory time. Unscheduled leave shall consist of all other forms of leave.

The Kelly Day is the non-compensated time that is used to prevent the member from entering an overtime situation in accordance with current FLSA law.

SECTION 26.2. Scheduled Leave.

The Fire Chief and the Union may agree to adjust the schedule of vacations pursuant to current SOP 130, so that the first round of picks starts after January I of each year. Such agreement shall be reduced to writing and signed by the Fire Chief and an authorized representative of the Union.

Annual vacation and Kelly Day picks will be selected in the following manner:

A. Fire Operations Division:

Scheduled leave shall be scheduled within the companies subject to the following:

Kelly Days shall be taken in full twenty-four-hour shift increments and suppression members shall be required to take one Kelly Day per twenty-seven (27) day pay cycle.

Vacations and personal leave may be scheduled or canceled in increments of twelve (12) or twenty-four (24) hours. Vacation and personal leave cannot be canceled after 1830 hrs. the calendar day prior to the member's shift being canceled. Scheduling for less than twenty-four (24) hours shall be as follows:

Twelve (12) hours: 06:30 to 18:30; 18:30 to 06:30.

Vacation and personal leave time can be taken in any increments of twelve (12) or twenty-four (24) hours as long as the shift has less than Fourteen (14) members scheduled off on scheduled leave. Only two (2) members per company are allowed to be on scheduled leave at the same time. If the shift is over minimum staffing, then additional members of the company are allowed scheduled leave. Changes to scheduled leave in between normal scheduled shifts may be approved up to 0530 hrs. the day of the shift if staffing is at or above two (2) more than the minimum members required for operations outlined in Article 9 Section 5, excluding the shift commander. Only Fourteen (14) members per shift may be off on scheduled leave on any given shift. No member may schedule leave in excess of the amount that will be accrued at the time leave is taken.

The complement of each company is established as one more member than established in Article 9 as the minimum staffing level for that type of company. For

purposes of scheduling leave, each company is considered to be at full complement even though the full complement may not currently be assigned.

Each member of a company will be given the opportunity to select Kelly Days and two (2) rounds of vacation picks based on bargaining unit seniority. First round Vacation picks will be selected between October 1st and October 10th, Kelly Day picks will be selected between November 1st and November 10th, and the second round of Vacation picks will be selected between December 1st and December 10th.

If no Kelly Day requests are submitted by a member during the second round, the shift commander will assign Kelly Days for any unrequested FLSA cycles.

A "vacation round" is a block of scheduled consecutive days off.

After annual picks are completed, beginning on the first day of the new FLSA calendar year, a member may request any days of scheduled leave on a first-come first-served basis.

Provisions of this section relating to Kelly Day usage may be modified by written agreement of the Union President and the Fire Chief.

B. Other Divisions:
Vacations and personal leave days shall be scheduled in other divisions by seniority. Choices shall be made yearly, monthly, and daily by bargaining unit seniority.

SECTION 26.3. Other leaves.

A. Members shall be granted paid military training leave of absence in accordance with Missouri law without loss of pay or other benefits for a period not to exceed one hundred twenty (120) working hours. Members shall be granted additional unpaid military leave in the event of duty exceeding one hundred twenty (120) hours. A member shall make every effort to give sufficient prior notice to their superior responsible for leave reporting. To receive pay for military leave or monthly meeting, the member's military orders or memo bearing signature of company commander or the company commander's designee must accompany the pay sheet of the pay period in which the leave is taken unless a reason can be given for failure to present a copy of orders prior to the above. Military leave will be taken in increments of one-half (l/2) or full shift as best serves the member's military commitment. If a member takes military leave prior to submitting orders before the end of the pay period in which the leave is taken, the member shall be considered absent without leave until the orders are received, at which time the member will be reimbursed for the leave. Total paid leave will be limited to one hundred twenty (120) working hours per year, but members may substitute accrued leave for unpaid leave. When a member elects to use paid leave to cover unpaid military leave, his or her leave shall not count

toward maximum daily use of scheduled leave.

The City recognizes the reemployment rights of a veteran, but their personnel record must reflect that they do, in fact, have reemployment rights in accordance with federal and state laws with a copy of their orders incorporated in their personnel file.

B. For purposes of reporting sick leave or family leave the following shall apply:
The City may require reasonable medical certification whenever:

1. An Absence exceeds two (2) consecutive shifts (49.5-hour schedule) or three (3) consecutive workdays (40-hour schedule)
2. An excused absence will be defined as FMLA leave or unscheduled leave with medical certification as defined in subsection 5 of this article.
3. The member's annual unexcused sick/family leave usage from Jan. 1 – Dec. 31 exceeds ninety-six (96) hours (49.5-hour schedule) or forty (40) hours (40-hour schedule)
4. The city has evidence of sick/family leave misuse, which must be shared with the Union President during the pre-disciplinary process.
5. Certification from a Doctor, Physician Assistant (PA), or Nurse Practitioner shall state that the member was unable to work (or needed to care for an immediate family member as defined in Section 11.5) and the dates of incapacity but shall not require disclosure of a diagnosis.
6. Failure to provide the requested certification within seven (7) calendar days of the request may result in the leave being designated as unpaid and subject to discipline consistent with Article 16.
7. Taking or attempting to take sick/family leave under false pretenses will be considered a "serious violation" under Article 16.6 of this agreement.

Any member working on minimum staffing in that position shall be sent home when a member returns from sick leave or family leave in accordance with the minimum staffing procedure.

Forty-nine and one-half (49.5) Hour Week - In order to facilitate staffing at morning roll call, members not able to report to duty because of illness or family leave, barring any unusual circumstances, are expected to report to the shift commander phone or online scheduler no later than one (1) hour before their start of duty. Members may report back to duty after twelve (12) hours (1830 hours) and must report by telephone or in person no later than 1730 hours to the shift commander on duty that they will be returning at 1830 hours. It will be the responsibility of the person conducting roll call to ensure all messages have been cleared prior to roll call.

Forty (40) Hour Week - Members not able to report to duty because of illness or family leave, barring any unusual circumstances, are expected to report by telephone or in person and declare same with the supervisor on duty within one hour of the beginning of that member's work shift. Members are encouraged to report this leave prior to the start of their shift.

Trading time between Fire Department employees is an authorized method of being off duty with pay. Trading time must be approved in advance by the shift commander. The proposed substitute must be qualified to perform all the duties potentially required of the scheduled position.

Trading time while working overtime is not allowed. This provision shall not apply to Union Business trades made pursuant to this contract.

The member working will be fully covered by worker's compensation and other insurance benefits normally covering members while on duty.

If the member who is to work for another fails to report for duty or complete the arranged time for any reason, then the member who was originally scheduled for duty shall be considered absent without pay unless other arrangements for the lost time can be made with their superior officer in accordance with the terms of this Contract.

Emergency leave will be granted to a member in those instances where on-the-job injury removes the member's replacement if the member has accrued time available.

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ARTICLE 27 - CAREER DEVELOPMENT PLAN

SECTION 27.1. The Union and the City agree that a Career Development Plan (CDP) is a foundation to meeting the Department's Core Values, Mission Statement and Vision Statement. Both parties further agree that the CDP is essential to the delivery of the highest level of service to the Citizens of this community.

SECTION 27.2. The Union agrees to encourage its members to follow the CDP in order to enhance the level of service delivered. The City and the Union agree that the CDP (except as outlined in Article 28.2) is not mandatory. If an employee decides not to test and attempt promotion, such decision will in no way be held against the member.

SECTION 27.3. The City and the Union agree that every effort will be made by the City to provide training to employees while on duty. In the event an employee is required to attend a training session on a non-scheduled day (any time when the employee is not already on duty) the employee will receive their current rate of pay for time spent in training classes on an hour-for-hour basis.

SECTION 27.4. The City and Union agree that the implementation of the CDP will proceed in accordance with the following schedule:

During the Training Orientation Period (T.O.P.), the Fire Department will provide and the employee will attend the following training:

- NIMS 100,200, and 700 (on-line training)
- Extrication instruction
- Basic inspection training
- Mobile Data Terminal training
- Map study instruction
- Basic report writing
- IFD fire ground operations

After March 1, 2026, all Firefighters taking the exam for Fire Equipment Operator must have successfully completed the following:

- Rescue Operator Course to include apparatus placement, advanced search techniques, advanced extrication training, RIT training, and basic rope operations.
- Pumper Operator course to include pumping, apparatus placement, and basic mechanical inspections.
- Aerial Operations course to include pumping, apparatus placement, aerial operations for a platform and straight stick, and basic mechanical inspection.

- IFD Officer Class which will be offered at least yearly to each shift.
- Members will be required to ride out as Captain for a minimum of 10 documented shifts with Captain qualified supervision.
- Any other classes agreed upon in labor management.

These courses will require a didactic and hands-on portion to consist of no less than four (4) hours a piece for Rescue, Pumper and Aerial Operations course.

Upon signing of this agreement, any member qualified as a Rescue Operator, Pumper Operator, or Aerial Operator will be exempt from the Rescue Operator Course, Pumper Operator Course, and Aerial Operator Course for testing purposes.

After March 1, 2026, all Fire Equipment Operators taking the Captain's promotional test must have successfully completed the following training:

- NIMS 800 (on-line)
- IFD Officer class to include but not limited to Command presence, Personnel Situations, Daily duties, Staffing, Response Matrix, Mobile Data Terminal, Accident and Injury reports, Inspection Course, Fire Report writing, and Investigation Course.

  These courses will require a didactic and hands-on portion to consist of no less than eight (8) hours for the IFD Officer Class which will be offered twice a year for each shift.

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ARTICLE 28 - TRAINING

SECTION 28.1. The City and the Local agree that certain training requirements must be satisfied in order to ensure that the Citizens receive skilled, professional service from the Department. In furtherance of the mutual goal of ensuring personnel receive and participate in proper training, the following provisions will apply:

A. All members of the bargaining unit must be EMT certified as a condition of employment.

B. The department will provide all training necessary to maintain state registry certifications for EMT and Paramedic.

C. Any required training, including state registry training, for EMT or Paramedic certification that that is not offered by the department will be paid for by the department, and the member will be allowed to attend training on duty.

D. Any training conducted by bargaining unit personnel will be conducted by off duty personnel, to the best of the department's ability, in order to reduce the number of companies out of service for training. Any bargaining unit personnel conducting training off duty will be compensated at their regular rate of pay and hours will count towards a member's total hours in their 27 (twenty-seven) day cycle.

E. If the department utilizes any bargaining unit personnel for training or fire investigation, the department will also maintain those certifications as in Section C above.

F. If any other training off duty is required by the department, for certifications or promotions, said training will be compensated at their regular rate of pay for time spent in training by the City per Article 27 of this contract.

SECTION 28.2. A newly hired member will complete a minimum of 120 hr. (3 week) Training Orientation Period (T.O.P.) that covers the Labor/Management agreed upon objectives. Once all T.O.P. objectives have been completed, they shall be released to the Suppression Division for the Recruit Evaluation Period (R.E.P.). The R.E.P. will begin with the newly hired member being assigned to a different Captain for three (3) 27-day cycles. During these 27-day cycles, the newly-hired member will be trained and evaluated on the Labor/Management agreed upon requirements. If the newly-hired member has completed all Labor/Management agreed upon requirements, they can be released to count toward minimum staffing. If they have not completed all requirements, they can be assigned up to two (2) more 27-day evaluation periods.

SECTION 28.3. After completing the R.E.P., newly-hired employees will complete driver training using the following schedule to receive out-of-position Fire Equipment Operator pay:

A. Driver training will be completed on Rescues/Brush trucks within twelve (12) and eighteen (18) months of being hired in accordance with Article 27.4 Rescue Operator Course.

B. Driver training will be completed on Pumpers within eighteen (18) and twenty-four (24) months in accordance with Article 27.4 Pumper Operator Course.

C. Driver training will be completed on all Aerial apparatus within eighteen (18) and twenty-four (24) months in accordance with Article 27.4 Aerial Operator Course.

These timeline requirements can be extended with documentation and agreement between the City and the Union. During the extension the Department will conduct additional driver training.

SECTION 28.4. All training or drills that involve actual burning material will follow all NFPA 1403 guidelines.

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ARTICLE 29 - BEHAVIORAL HEALTH AND PEER SUPPORT

Section 29.1. Recognition and Purpose

The Union recognizes the Peer Support Program (PSP) as a formal resource to provide confidential peer-based support, crisis intervention, and referral for members experiencing occupational or personal stress, including after critical incidents. The PSP shall operate alongside – and not in place of – EAP, clinical services or disciplinary action.

Section 29.2. Program Structure

A. The Peer Support Team (PST) shall be maintained and overseen by The Union.

B. A Behavioral Health Coordinator (employee or contracted) may be designated to coordinate PST activities, maintain a network of qualified clinicians, and liaison with EAP resources.

Section 29.3. Training and Qualifications

Training time shall be considered on duty when scheduled during regular shifts. Training will not interfere with the normal operations of the Department.

Section 29.4. Activation and Access

A. Any employee may self-refer or be referred to PST 24/7.

B. Following a critical incident, access to a Critical Incident Stress Debriefing (CISD) or equivalent intervention within 24-72 hours will be provided, workload permitting.

C. At the discretion of the Chief or his/her designee, on duty employees requesting immediate peer support shall be relieved from assignment as operationally feasible and *on City covered* time for that shift. Peer Support members shall likewise be relieved from assignment as operationally feasible and on *City covered* time for the period necessary to provide immediate peer support to a member of the Department in need. Time spent on the PST will not trigger minimum staffing obligations.

Section 29.5. Confidentiality

A. Peer Support communications are confidential as provided under RSMo §190.1010. Records and communications arising from peer support shall not be released, are not public records, and may only be disclosed as permitted by statute (e.g. imminent threats, mandated reports, admissions of criminal conduct)

B. No supervisor, investigator, or administrator may compel a PST member or participant to disclose protected communications, except permitted by law.

C. Violations of confidentiality by a PST member may result in discipline consistent with §190.1010; however, honoring statutory confidentiality shall not be grounds for discipline.

Section 29.6. Anti-Retaliation

No employee shall be disciplined, discriminated against, or retaliated against for seeking peer support, EAP/clinical care, or for serving on the PST.

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ARTICLE 30 - TERMINATION

SECTION 30.1. This agreement shall become effective on January 1, 2026 and shall terminate on the close of business on December 31, 2028. Either party desiring to negotiate any modifications to this agreement shall give notice of the same at least sixty (60) days prior to December 31, 2028. Failure to do so shall result in this work agreement being automatically renewed for a period of one year. In the event notice of reopening is served, this memorandum shall continue in full force and effect until a new memorandum is signed by the Parties, or until December 31, 2028, whichever is sooner. If no agreement has been reached by December 31, 2028 this agreement may be extended further by mutual written agreement. All such extensions shall not relieve the Parties of their obligation to continue to bargain in good faith.

Upon receipt of the termination notice the City and Union shall meet and confer, negotiate in good faith (bargain collectively) in an effort to come to mutual agreement as to any changes that are to be included.

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IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS CONTRACT ON THE DATE WRITTEN BELOW

City of Independence

By: _____ Date: _____
Lisa Reynolds, Interim City Manager

IAFF, Local No. 781

By: _____ Date: _____
Michael Veit, President

By: _____ Date: _____
Michael Peacock, Vice President

By: _____ Date: _____
Daniel Fuendling, Sec./Treas.

By: _____ Date: _____
Josh Carrick, Ex. Board Mem.

By: _____ Date: _____
Trenton McArthur, Ex. Board Mem.

By: _____ Date: _____
Brad Kidwell, Member Representative

By: _____ Date: _____
Donnie Shook, Member Representative

By: _____ Date: _____
Henry McClendon, Member Representative

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-716 A resolution adopting the 2026 Parks and Recreation Master Plan. **Item passes 6 yes, 0 no, 1 abstain Res. No. 7208**

Recommendations:

Council approval is recommended.

Background:

In 2010 the Parks and Recreation Department completed a Master Plan. The 2010 Plan is outdated and no longer adequately addresses existing and future facility needs, sports tourism opportunities, staffing, operational plans, fee structures, service levels, and other current concerns.

In January 2025, Parks and Recreation staff contracted with Pros Consulting for the development of a new Parks and Recreation Master Plan. This year-long endeavor included the analysis of current and future community demographics. Benchmark data was compiled from Lee's Summit and Springfield Parks and Recreation departments. National Recreation and Park Association national and Midwest regional data was also used.

Pros Consulting conducted in-person and phone interviews with Independence City council members, the Mayor and City Manager, and department staff. Pros Consulting also held focus groups with key stakeholders and conducted a statistically-valid survey, an online community survey and a youth survey. A detailed inventory was taken of all Parks and Recreation parks, trails, and green spaces including amenities, or lack thereof, at each location. Operations and maintenance of each recreation facility were reviewed. Staffing and current levels of service at all sites were analyzed. Department programming was compared with local, regional and national recreation trends. Capital improvement plans, operational budgets and current funding sources were studied.

This data was used to create a strategic action plan designed to be implemented in yearly phases to restore the level of service that Independence residents have requested.

City Council adoption of this Master Plan assures support for the implementation of the 2026 Parks and Recreation Master Plan strategic action plan.

Emergency Justification:

Fiscal Impact:

In order to implement the majority of the recommendations in the Parks and Recreation Master Plan, new funding sources will need to be identified.

Council Action:

Department / Contact Parks, Recreation and Tourism /

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Resolution - Adoption of P&R Master Plan - April 2026
2. Resolution - Adoption of P&R Master Plan - April 2026
3. 2026 Parks & Recreation Master Plan
4. Res. No. 7208

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2026 PARKS AND RECREATION MASTER PLAN

WHEREAS, Independence Parks and Recreation programs and facilities are a cornerstone of a thriving community, vital to improving the quality of life for Independence residents and visitors by providing physical and mental health benefits, social connections, economic vitality, and environmental sustainability, enhancing daily life in immeasurable and lasting ways; and,

WHEREAS, the last Master Plan completed for the Parks and Recreation Department was in 2010 and no longer adequately addresses existing and future facility needs, sports tourism opportunities, appropriate levels of service, and other current parks and recreation challenges; and,

WHEREAS, the 2023 City of Independence Resident Survey conducted by ETC Institute indicates that 66% of Independence residents cited availability of parks and recreation opportunities as an important factor in their decision to live in Independence; and resident satisfaction with City Parks and Recreation programs and facilities has steadily fallen since 2013; and,

WHEREAS, the 2023 City of Independence Resident Survey conducted by ETC Institute recommends focusing on investment in City Parks and Recreation programs and facilities to raise the City's overall satisfaction rating; and,

WHEREAS, in January 2025 the Parks and Recreation Department retained the services of Pros Consulting for the development of the 2026 Parks and Recreation Master Plan; and,

WHEREAS, the scope of services included current and future community profile demographics; current recreation trends; statistically-valid, public, and youth surveys; a detailed park, green space, and facility inventory; a recreation programming analysis; financial analysis; levels of service; and development of a strategic action plan.

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

SECTION 1. The City Council of the City of Independence does adopt the 2026 Parks and Recreation Master Plan.

SECTION 2. The City Council of the City of Independence commends the Parks and Recreation staff for their many hours and hard work put into producing the 2026 Parks and Recreation Master Plan.

SECTION 3. The City Council of the City of Independence commends the members of the public who attended focus group interviews and completed surveys to give valuable feedback that helped shape the 2026 Parks and Recreation Master Plan.

SECTION 4. The City Council directs the City Manager to begin work to implement the recommendations of this adopted 2026 Parks and Recreation Master Plan, using it as a

reference tool to evaluate staffing and projects to be pursued, developed, and constructed.

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

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE 2026 PARKS AND RECREATION MASTER PLAN

WHEREAS, Independence Parks and Recreation programs and facilities are a cornerstone of a thriving community, vital to improving the quality of life for Independence residents and visitors by providing physical and mental health benefits, social connections, economic vitality, and environmental sustainability, enhancing daily life in immeasurable and lasting ways; and,

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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:

_____

City Manager

2026 – 2030



City of Independence

Parks & Recreation Master Plan

INDEPENDENCE
★ PARKS AND RECREATION ★



Child playing at Glendale Park

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ACKNOWLEDGEMENTS

OFFICE OF THE MAYOR AND CITY COUNCIL

Mayor Rory Rowland
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Jennifer Kim, Assistant to the Director
Kimberle Franks, Fiscal Administrator

Thank you.

1 Executive Summary

1.1 Introduction

Independence's parks and recreation system is a valued public asset that contributes to quality of life and community identity. However, years of deferred investment, aging infrastructure, and limited organizational capacity have constrained the system's ability to fully meet current and future needs.

This Parks and Recreation Master Plan provides a clear, fiscally responsible roadmap to modernize and elevate parks and recreation services over the next five years. The plan is implementation-driven, aligning priorities, funding strategies, and standardized practices to ensure progress is achievable and transparent to the community.

The guiding intent of this plan is to protect existing assets, invest strategically, expand access, and position the department to deliver consistent, high-quality services to Independence residents.

1.2 Plan Framework: Vision To Action

The Master Plan is structured around five strategic pillars, each supported by phased actions, funding strategies, and performance expectations. Together, they establish a practical path for Independence Parks and Recreation to transition to a revitalized, forward-looking system.

1.2.1 PILLAR 1: ASSET REVITALIZATION & STEWARDSHIP

PROTECTING PUBLIC INVESTMENT FIRST

Independence will shift from deferred maintenance and reactive investment to a proactive, lifecycle-based approach that improves safety, usability, and community confidence in parks and facilities. Implementation focus areas include:

- An intentional focus on maintaining and modernizing existing parks and facilities before expanding the system.
- A shift from reactive repairs to planned, lifecycle-based reinvestment.
- Prioritizing underutilized spaces for reinvestment rather than new construction where feasible.

1.2.2 PILLAR 2: PROGRAMS THAT REFLECT TODAY'S INDEPENDENCE

SERVING RESIDENTS WHERE THEY ARE TODAY

Programs will be right-sized, inclusive, and responsive to community priorities, focusing on quality over quantity while addressing service gaps for youth, seniors, families, and young adults. Recreation services will focus on these key areas:

- Focus on core community needs, including youth, seniors, families, and underserved populations.
- Emphasize quality and access rather than program volume.
- Avoid duplicating services offered by other sectors by prioritizing instructional, inclusive, and life-skills programming particularly for youth and seniors.

1.2.3 PILLAR 3: CONNECTIVITY, ACCESS & SAFE PUBLIC SPACES

CREATE SAFE AND WELCOMING DESTINATIONS

Parks will function as everyday community spaces, connected physically and socially to the neighborhoods they serve. This can be accomplished through these key focus areas:

- Prioritize investments in underserved neighborhoods, particularly the east-side of Independence.
- Improve safety, visibility, and comfort in parks through Crime Prevention Through Environmental Design ("CPTED") and universal design principles, increased staffing, and community partnerships.

1.2.4 PILLAR 4: ORGANIZATIONAL CAPACITY & OPERATIONAL EXCELLENCE

ALIGNING RESOURCES WITH EXPECTATIONS

Revitalization requires more than new facilities and programs, it requires a modern, well-supported organization capable of consistent service delivery and continuous improvement. To accomplish this, several key focus areas have been identified for the next five years:

- Modernize internal systems, policies, and staffing alignment for consistent oversight and implementation.
- Ensure the department has the capacity to deliver what the community expects through additional staffing, enhanced resources, and strategic community partnerships.
- Shift from informal practices to standardized operations for increased accountability and improved performance.
- Continuously monitor the implementation of master plan strategies through the action plan and report on progress regularly though a scorecard that explains successful outcomes that are accomplished.

1.2.5 PILLAR 5: ECONOMIC VITALITY, FINANCIAL SUSTAINABILITY & STRATEGIC INVESTMENT

RESPONSIBLE GROWTH AND LONG-TERM STABILITY

Independence will manage parks and recreation with a business-minded approach that balances affordability and long-term financial health. Also, Independence's parks, trails, and recreation facilities play a measurable role in attracting employers, retaining residents, and strengthening redevelopment areas. Independence Parks and Recreation should position itself as an integral partner in Independence's overall economic development strategy. By intentionally aligning park investments, programming, and placemaking efforts with economic development goals, the City will benefit from expanded revenue capacity creating a beneficial cycle of reinvestment. Successful outcomes of the key focus areas listed below include greater financial resilience and public trust in reinvestment decisions for the parks and recreation system.

- Manage parks and recreation with a business-minded framework, consistently tracking financial performance and community impact of parks and recreation services.
- Diversify earned income funding sources and explore public-private partnerships and sponsorships.

- Clearly communicate the value and cost of services to the public.
- Position Independence, through a revitalized parks and recreation system and a more competitive position for business development, to attract young professionals and families. Reinvest an appropriate portion of economic gains back into the park system.
- Align park improvements with future redevelopment efforts in key areas of the City.



1.3 Phased Implementation: A Disciplined Five-Year Approach

This parks and recreation master plan is intentionally designed to ensure each pillar and its strategies have clear actions that support the overall vision of the parks and recreation system. Every future investment of public dollars should contribute to the long-term revitalization of the park system.

By aligning strategy with implementation, Independence will be positioned not just to maintain its parks and recreation system, but to elevate it, modernize it, and ensure it remains a cornerstone of community quality of life for decades to come.

Finally, the master plan includes a phased implementation plan that will allow community leadership to consistently evaluate the progress of each master plan strategy, adjust investments accordingly, and maintain fiscal control during all implementation phases. The phases have been summarized below:

SHORT-TERM (1-2 YEARS):

Establish foundational policies, begin planning for long term enhancements, introduce priority programs and services, and accomplish early visible improvements.

MID-TERM (3-5 YEARS):

Scale priority programs to public demand, reinvest in key facilities through additional community engagement and data-driven planning practices, and strengthen partnerships for additional capacity.

LONG-TERM (5+ YEARS):

Sustain improvements, adapt to growth, and position the system for future investment.

2 Community Profile

2.1 Demographics

2.1.1 INTRODUCTION

As a part of the Parks and Recreation Master Plan, the demographics of Independence ("City") were studied to obtain information about the residents to gain a better understanding of population size, age distribution, household income, and cultural diversity. This data is to assist the City and Parks and Recreation as they consider programs, activities, and the other factors that can influence parks and recreation services in the City.

This analysis is reflective of the City's total population and its key characteristics such as age segments, race, ethnicity, income levels, recreational activities and trends. It is important to note that future projections are based on historical patterns.

DEMOGRAPHIC ANALYSIS



2025 TOTAL HOUSEHOLDS **51,631**



2025 TOTAL POPULATION **123,102**



2025 MEDIAN AGE **39.8 YRS. OLD**



2025 MEDIAN HOUSEHOLD INCOME **$63,342**



2025 RACE **71% WHITE ALONE**

METHODOLOGY

The U.S. Census Bureau and the Environmental Systems Research Institute (ESRI), two of the largest research and development organizations dedicated to Geographical Information Systems (GIS) specialize in population projections and market trends. All data was acquired in September 2025, and reflects actual numbers as reported in the 2020 Census as well as estimates for 2020 and 2025 obtained by ESRI. Straight line linear regression was utilized for 2035 and 2040 projections.

The City's boundaries shown below were utilized for this demographic analysis (**Figure 1**).

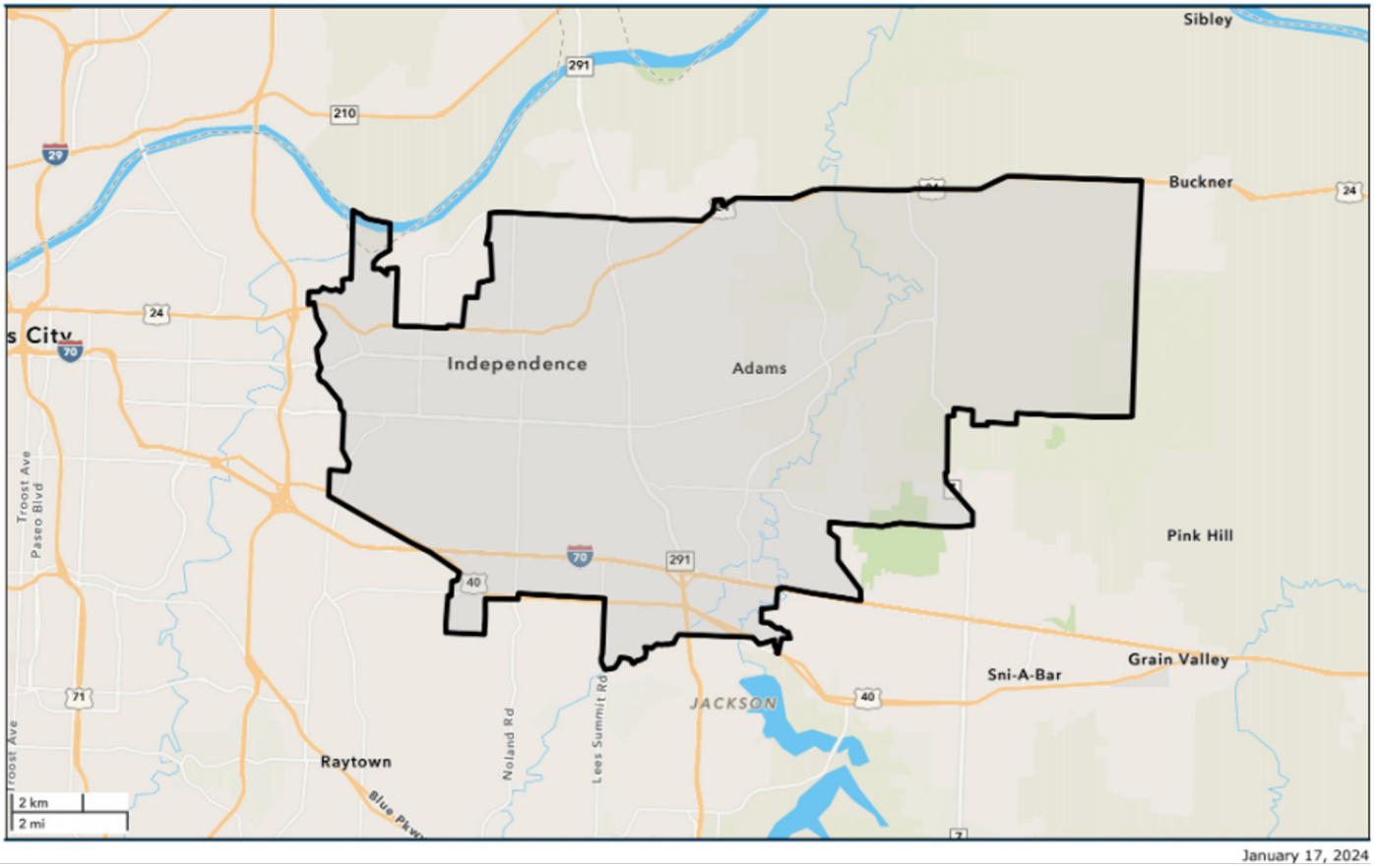


FIGURE 1 INDEPENDENCE CITY BOUNDARIES

2.1.2 SERVICE AREA POPULACE

POPULATION

The graph below (**Figure 2**) portrays the population of the City and the annual population growth rate represented by orange markers for selected years based on census data, estimates, and future projections.

In 2010, the population was 116,830, increasing to 123,028 by the 2020 Census, with an annual growth rate of 0.53%. This growth became negligible by 2025, with the population reaching 123,102 and the annual growth rate dropping to 0.02%. However, the 2030 projection shows a population of 122,789, accompanied by a negative growth rate of -0.05%, indicating a slight population decrease. By 2035, the population is expected to rebound to 125,706, with a stronger growth rate of 0.48%. Finally, by 2040, the population is projected to reach 127,258, with a more modest growth rate of 0.25%.

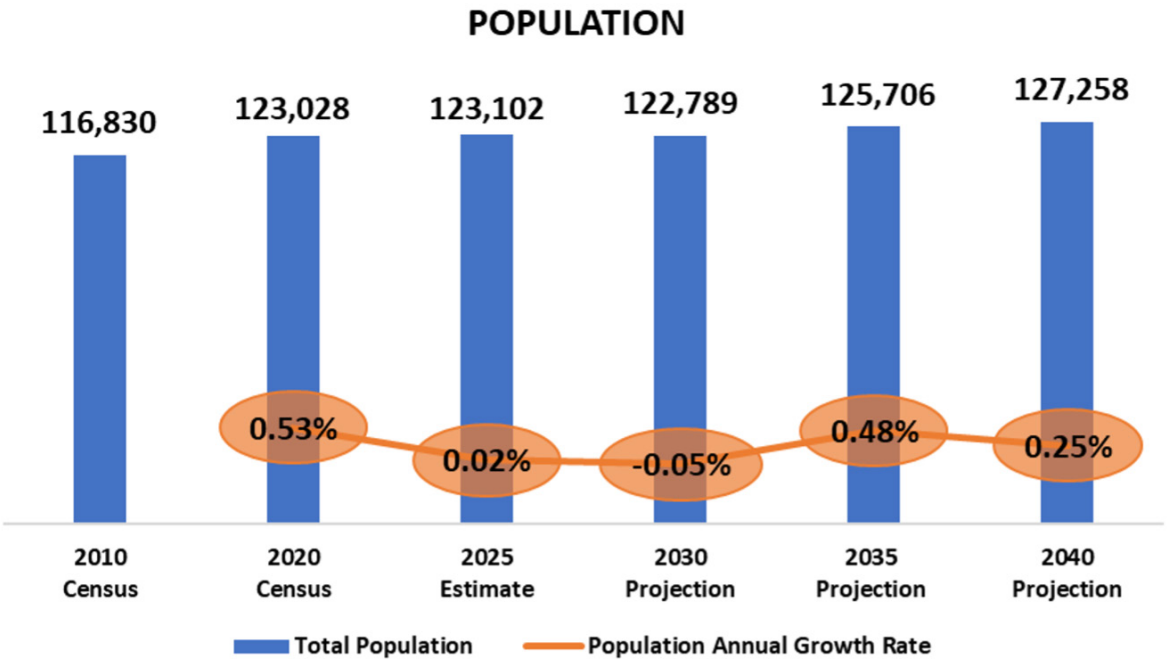


FIGURE 2 TOTAL POPULATION OF INDEPENDENCE

The overall population shows a minor fluctuating pattern over the years. There is growth between 2010 and 2030, but a temporary decline is projected in 2030. This decline is followed by a recovery in population size in 2040. The growth rates correspond to these changes, with negative growth in 2030, followed by recovery, but at a moderate rate as 2035 approaches and again moderate growth of 0.25% in 2040.

This chart reflects both periods of growth and contraction in population size, likely influenced by various factors such as migration, birth rates, and economic changes, which could affect long-term planning for infrastructure, housing, and services as well as operations and facility plans for the future in the park system.

HOUSEHOLDS

In **Figure 3** and starting with 2010, the number of households was 48,742, growing to 51,140 by the 2020 Census, with an annual growth rate of 0.49%. By 2025, the number of households increased to 51,631, although the growth rate slowed to 0.24%. However, a minute increase in the number of households is projected for 2030, with the count increasing to 51,807 and the growth rate at 0.07%. The number of households is expected to recover by 2035, reaching 53,008, with a stronger growth rate of 0.46%. By 2040, the number of households is projected to make another slight increase to 53,800, though the growth rate will slow slightly to 0.30%.

The overall trend in the number of households follows a pattern similar to population growth, with steady increases up to 2025. (**Figure 3**). This demonstrates slight implications for housing demand, urban planning, and community services over the coming years.

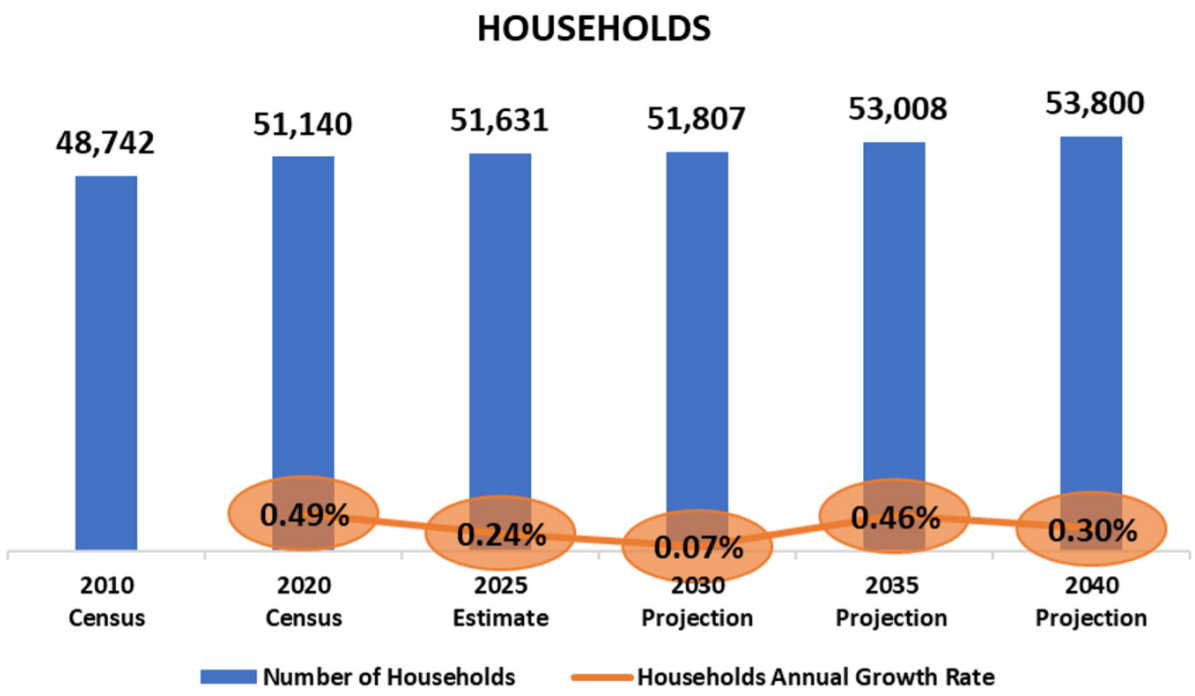


FIGURE 3 TOTAL NUMBER OF HOUSEHOLDS

The charts on population and households reveal a clear correlation between the two metrics over time. The temporary decline in population projected for 2030, followed by recovery, suggests that external factors, such as economic conditions, population patterns, or demographic shifts, may affect both metrics simultaneously. Additionally, the household growth, although it is slightly lower, indicates that while population size affects household numbers, household formation may also depend on factors like household size, housing availability, lifestyle changes, new people coming into the community, and existing residents. There is a strong positive correlation between population growth and household numbers, with similar patterns of growth and contraction reflected in both charts.

AGE SEGMENT

The population of Independence is steadily aging, showing a clear demographic shift toward older residents. **In 2025, the community is relatively balanced**: 21% are under 18, 21% are 18–34 years old, and 57% are in the two age groups where ages range from 35 and older. (**Figure 4**) After 2025, the share of residents aged 55 and older continues to climb (by 4%), while younger adult segments (18–34) experience a steady decline. By 2040, **38% of Independence residents will be age 55 or older**, up from 28% in 2010. This pattern highlights an opportunity, or potential need, for Independence to offer active adult and senior-friendly facilities, wellness programming, and accessible parks, while continuing to offer programs to increase interest in recreation for young families. Key takeaways include:

57% of Residents are 35+	• 2025, balanced but aging population • Marks a demographic turning point
55+ Ages Increase 10% to 2040	• 55+ years old increase by 2040 • Increase is to 38%
Fewer Young Adults	• 18 - 34 age group declines steadily to 2040 • Decline is from 26% in 2010 to 18% in 2040
More Seniors	• 75+ population grows from 8% to 12% • Shows a 50% increase over 30 years

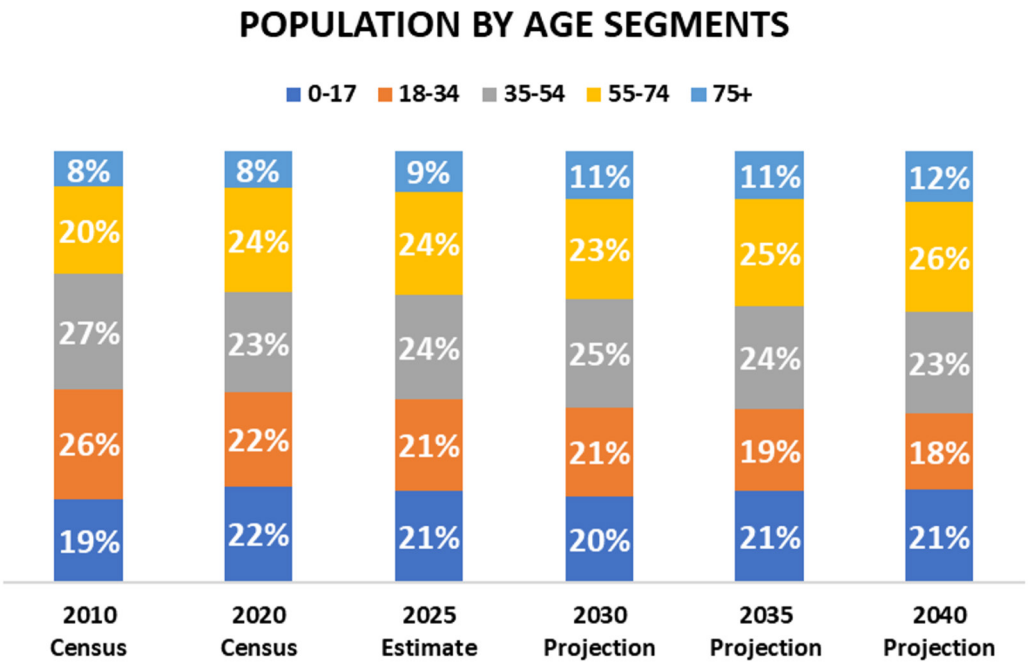


FIGURE 4 INDEPENDENCE POPULATION BY AGE SEGMENTS

RACE AND ETHNICITY DEFINITIONS

The minimum categories for data on race and ethnicity from federal statistics, program administrative reporting, and civil rights compliance reporting are defined as below. The 2010 Census data on race is not directly comparable with data from the 2000 Census and earlier censuses; therefore, caution must be used when interpreting changes in the racial composition of the US population over time. The latest (Census 2010) definitions and nomenclature are used within this analysis.

- **American Indian** – This includes a person having origins in any of the original peoples of North and South America (including Central America), who maintains tribal affiliation or community attachment.
- **Asian** – This includes a person having origins in any of the original peoples of Asia, Southeast Asia, or the Indian subcontinent including for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **Black** – This includes a person having origins in any of the Black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander** – This includes a person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White** – This includes a person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Hispanic or Latino** – This is an ethnic distinction, a subset of a race as defined by the Federal Government. This includes a person of Mexican, Puerto Rican, Cuban, South or Central American, or other Spanish culture or origin, regardless of race.

PLEASE NOTE: THE CENSUS BUREAU DEFINES RACE AS A PERSON'S SELF-IDENTIFICATION WITH ONE OR MORE OF THE FOLLOWING SOCIAL GROUPS: WHITE, BLACK, OR AFRICAN AMERICAN, ASIAN, AMERICAN INDIAN, AND ALASKA NATIVE, NATIVE HAWAIIAN AND OTHER PACIFIC ISLANDER, SOME OTHER RACE, OR A COMBINATION OF THESE. ETHNICITY IS DEFINED WHETHER A PERSON IS OF HISPANIC/LATINO ORIGIN OR NOT. FOR THIS REASON, THE HISPANIC / LATINO ETHNICITY IS VIEWED SEPARATE FROM RACE THROUGHOUT THIS DEMOGRAPHIC ANALYSIS.

RACE

The racial composition of the population in the City is shown from 2010 to 2038. Each segment represents a different racial category, and the chart highlights changes in racial diversity over time.

In 2010, the majority of the population, 86%, identified as White Alone, shows a percentage of significant and steady decreases across the years. By the 2020 Census, the percentage identified as White dropped to 73%, and it is projected to further decline to 59% by 2040, reflecting a more diverse population in the future. The Two or More Races category (dark blue) has been growing significantly, from just 3% in 2010 to 11% by 2020, and it is projected to rise to 18% by 2040, indicating a notable increase in multiracial individuals and families.

Similarly, the Black or African American Alone group (orange) remains relatively stable at around 9-11%, while the Some Other Race category (green) and the Asian Alone category (yellow) show moderate growth. (**Figure 5**) The Some Other Race category (green) is projected to rise from 6% in 2010 to 9% by 2040. The American Indian & Alaska Native Alone (gray) and Native Hawaiian & Other Pacific Islander Alone (light blue) categories remain the smallest segments, with little change over time.

The City is becoming increasingly diverse. The White population drops from 86% in 2010 to a projected 59% in 2040, while all other racial groups grow steadily. The Black or African American population rises from 6% to 11%, the Asian population is steady at 1% until 2040 where is edges up another 1%, and residents identifying as Two or More Races show the largest increase—from 12% to 18%.

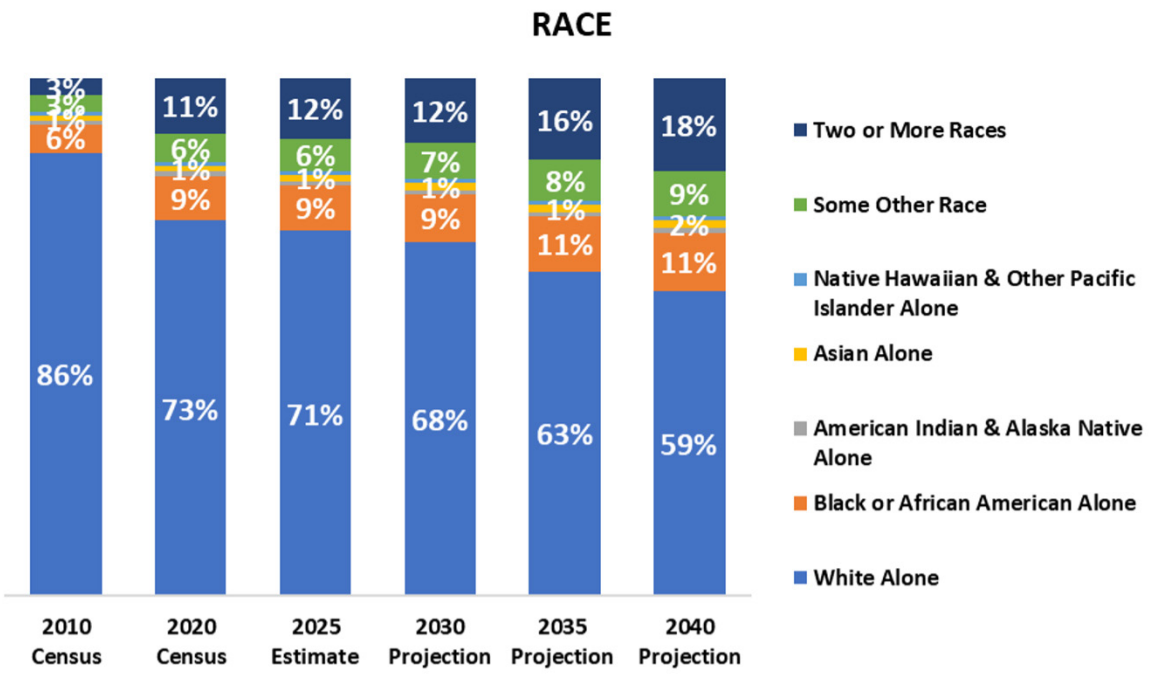


FIGURE 5 RACE

Overall, Independence is evolving from a predominantly White community to a more racially and ethnically diverse city by 2040.

The park system must be mindful of the City's increasing racial and cultural diversity that will occur in the years to come. Programs that reflect racial diversity will need to be evaluated and included in the programs and activities that Independence offers.

ETHNICITY

The Hispanic or Latino population in Independence is steadily increasing and becoming a more significant part of the community. In 2020, residents of Hispanic or Latino origin made up 12% of the total population. (**Figure 6**) That share is projected to rise to 14% by 2025, 15% by 2030, 17% by 2035, and 19% by 2040. Over this 20-year period, the Hispanic population grows by more than half, while the share of all other residents declines 7% from 88% to 81%.

This trend reflects ongoing demographic diversification in Independence, consistent with broader regional and national patterns. The City's growing Hispanic population may contribute to greater cultural variety, community engagement opportunities, and the need for expanded bilingual and multicultural programs and services. The City and the park system should monitor the population to accommodate the growing ethnic and cultural changes.

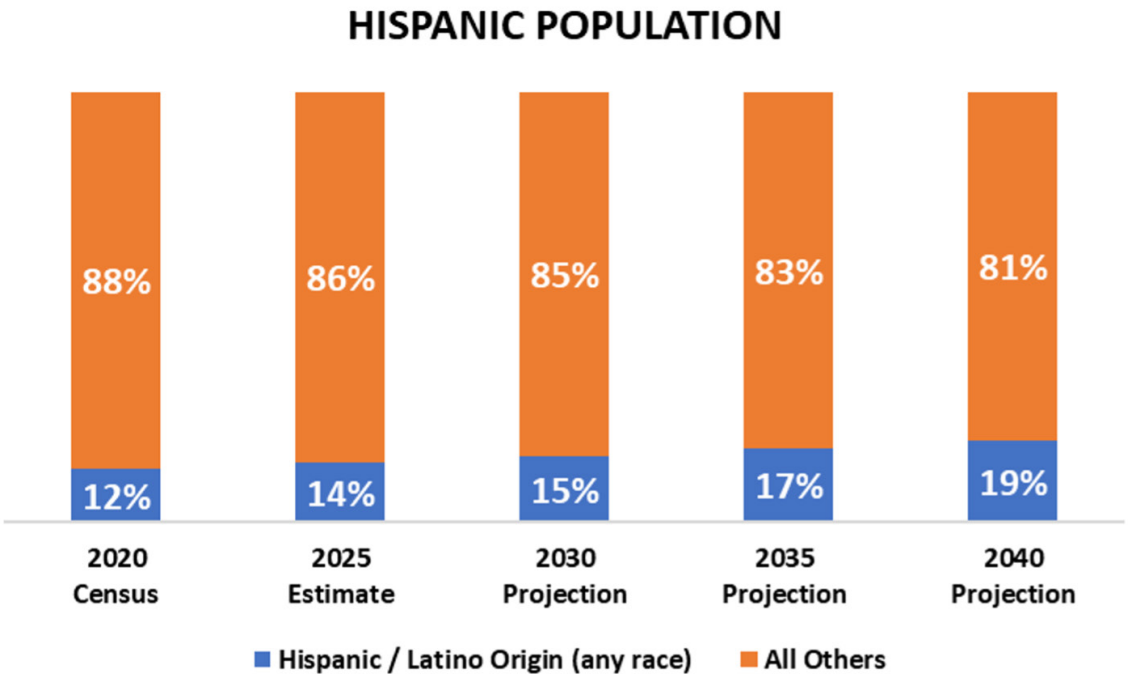


FIGURE 6 HISPANIC POPULATION

HOUSEHOLD INCOME

MEDIAN HOUSEHOLD INCOME

Household income in Independence is projected to rise steadily over the next 15 years. Median household income is expected to grow from about $63,000 in 2025 to nearly $90,000 by 2040. This consistent upward trend suggests improving economic conditions, increased wages, and potentially stronger household purchasing power across the community.

PER CAPITA INCOME

Per capita income represents the average income earned per person which also shows healthy growth during the same period, increasing from about $34,000 in 2025 to just over $47,000 by 2040. (**Figure 7**) While this growth mirrors household income gains, the smaller rate of increase indicates that larger household sizes or uneven income distribution may continue to influence how economic progress is experienced at the individual level.

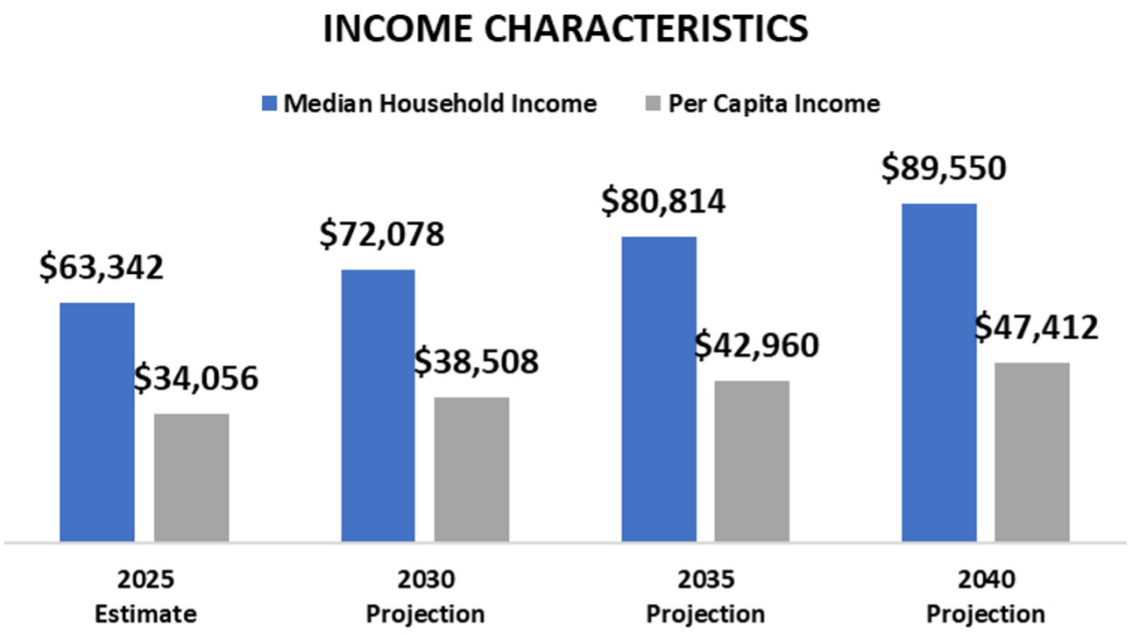


FIGURE 7 INCOME CHARACTERISTICS

Household income plays a significant role in how residents spend money on living expenses and non-essential items. Families with higher incomes often have more flexibility and disposable income to pay for memberships, class fees, sports leagues, and travel programs, allowing them to participate more frequently and in a wider range of activities at park systems. Programs, and recreation facility use for lower-income households may be affected negatively when non-essential expenses are limited due to needed living expenses. Low income residents may rely more on free or low-cost opportunities such as playgrounds, walking trails, and community events which can be subsidized by other revenue sources in the park system.

Median and per capita income are both projected to increase significantly from 2025 to 2040. (41.4% for median income and 39.2% for per capita income). These projected income calculations suggest optimism for households.

COMPARATIVE INCOME

To compare median and per capita income with the state of Missouri and the U.S.A., the graph below shows this data for estimated 2025. (**Figure 8**)

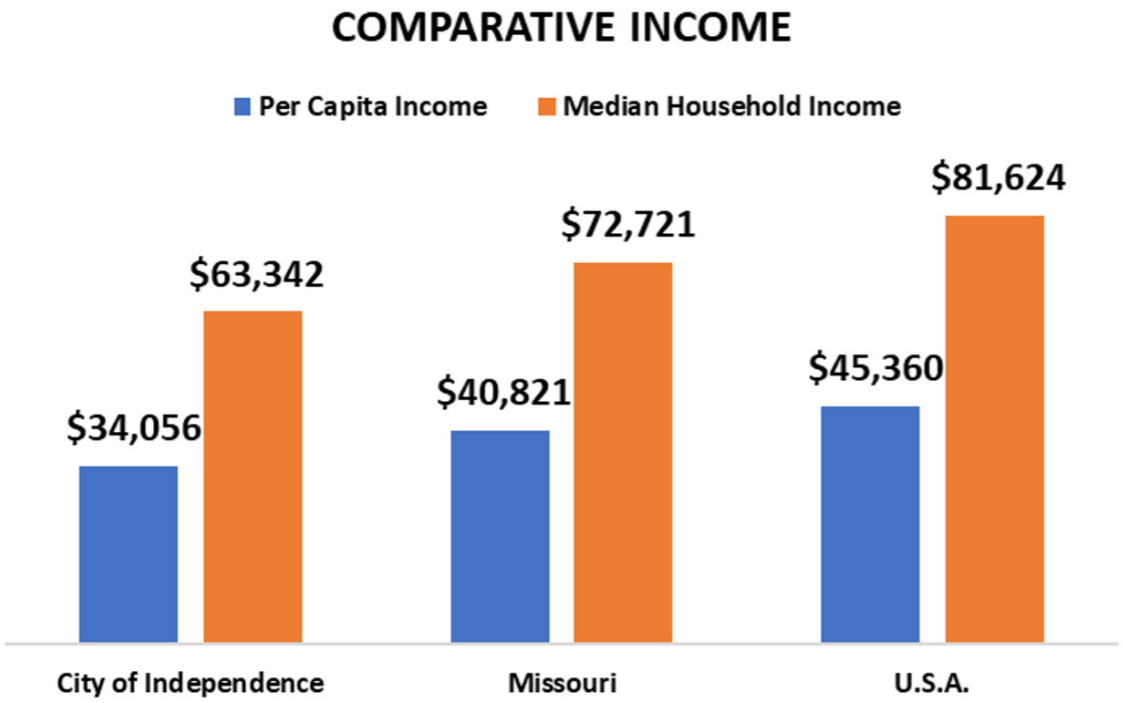


FIGURE 8 COMPARATIVE INCOME

The per capita income and median incomes are considerably lower than the state and nation. In the previous graph for household income, residents of the City are predicted to experience a rise in household income. However, the state and national incomes show that state and national economies and incomes may affect City residents adversely.

Similarly, when looking at median household income, (which represents the midpoint where half of households earn more, and half earn less) Independence is also lower. This discrepancy highlights the gap in household earnings of Independence at both the state and national levels.

This comparison underscores the economic challenges facing Independence. While income levels are growing, as seen in other charts, they remain below average compared to broader state and national data.

Membership fees, program costs, and subsidizing fees will need to be evaluated in an attempt to provide services and programs that are affordable to all income ranges. Cost recovery is largely dependent on fees, and a new center would be greatly affected by revenue that plays a significant role in the financial sustainability of a recreation center.

DEMOGRAPHIC AND TRENDS IMPLICATIONS

The demographic and trends analysis presents data showing how the City's evolving population, income levels, and recreation preferences will directly influence future planning for parks, programs, and facilities. The City's modest but steady population and household growth indicate a stable community base, while the aging trend along with increased racial and ethnic diversity signals a need for inclusive programming with a wide age segment appeal and reflects the cultural backgrounds of new residents. The City's population is becoming increasingly diverse, with the percentage of White residents projected to decline significantly by 2040, while Hispanic/Latino and multiracial segments are expected to grow steadily by up to seven percent by 2040.

Rising median and per capita incomes reflect healthy and improving economic conditions; however, overall earnings remain below state and national averages. This underscores the importance of maintaining affordable access to recreation opportunities. Changes in state or federal economic conditions may impact the local economy and influence the affordability of community center memberships and programs. These factors emphasize the need for a cost-recovery strategy that ensures financial sustainability while keeping services accessible to changing demographics and a broad range of residents.

Future park and facility planning, including consideration of a new community center, should evaluate all aspects of the existing community and look ahead to emerging trends that can guide facility development, recreational programs and activities.

Three takeaways from the data obtained that relates demographically to the city of Independence from 2020 to 2040:

1. Independence is projected to experience minimal population growth, with a temporary decline around 2025 to 2030, followed by projected recovery by 2035. Similarly, household numbers show a steady course of growth. These numbers reflect the overall demographic trends in the City.

2. The racial composition of Independence is becoming more diverse, with the White population decreasing from 86% in 2010 to a projected 58% by 2040. The Hispanic/Latino population is expected to increase 7%, reaching 19% by 2040.

3. Both median household and per capita incomes in Independence are projected to increase significantly by 2040, with median household income expected to reach $89,550 (a 41.37% increase) and per capita income projected to rise to $47,412 (a 39.2% increase).

2.1.3 EAST / WEST SIDE PARKS CONTRAST

The entire City of Independence is served by the Parks and Recreation Department, yet there is a gap in the number of parks on the east and west sides of the City.

AREA POPULATIONS

To demonstrate the east and west service areas, Lee's Summit Road is considered below as the line of differentiation (**Figure 9**). Considering the factors shown in the graphics / maps that follow, it is apparent that currently the number of parks are predominately on the west side of the City. In the sections that follow, 2025 statistics were available and are used.

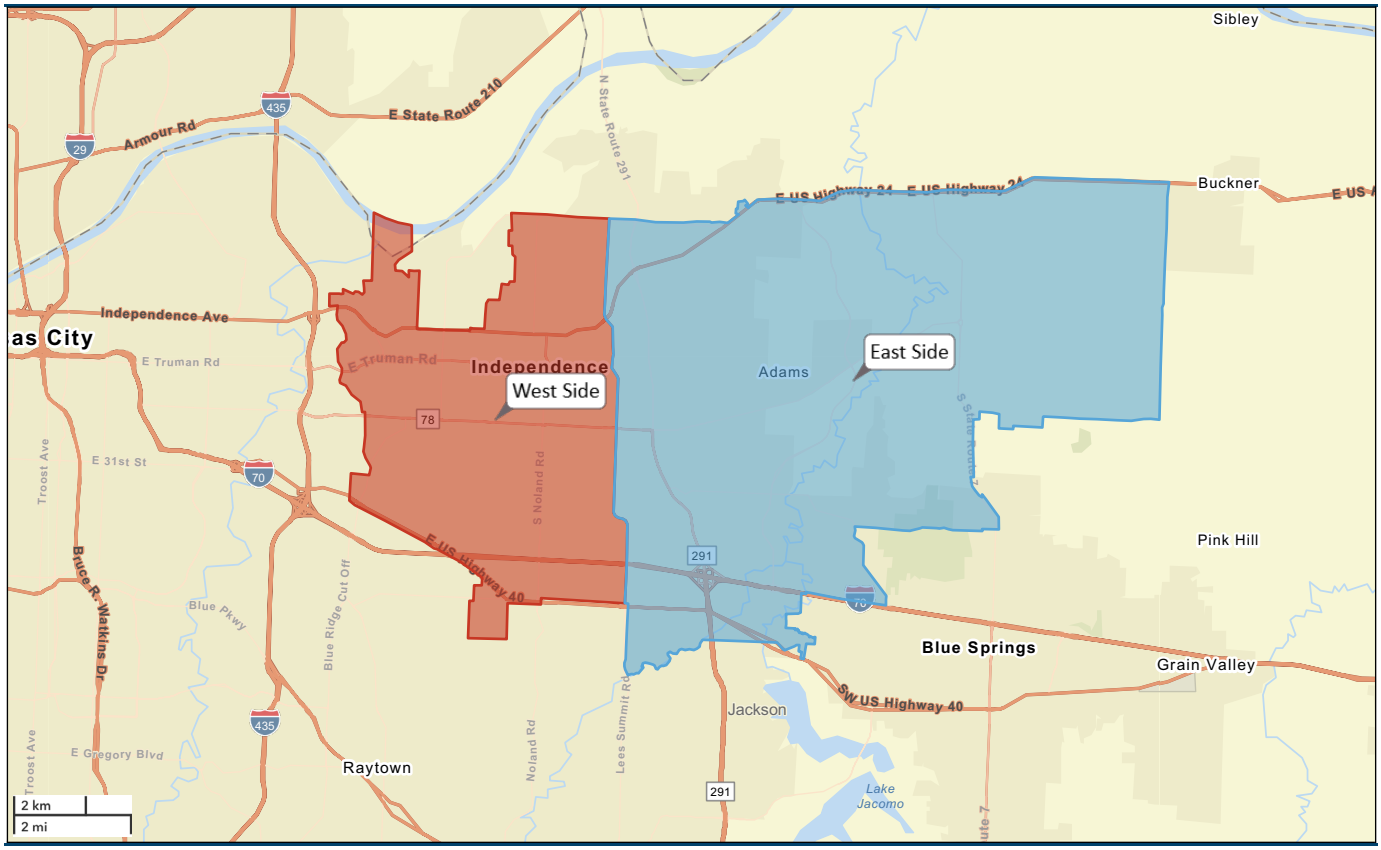


FIGURE 9 INDEPENDENCE POPULATIONS: EAST AND WEST

CITY POPULATION

The City population (**Figure 9** on previous page) on the west side (brown) and the east side (blue) shows a difference in favor of the west side by 15,673 residents while the east side's land area is nearly three times larger (~2.68 times) than the land area on the west side of the City. To demonstrate disparity of "more land / less parks" regarding the east side, the west side area makes up ~27% of the City's total land mass and the east side has ~73% of the total land mass of the City. There are 21 parks on the west side of the City and 4 parks on the east side. The population density map (**Figure 10**) shows the concentration throughout both sides of the City. There is new development and growth in the upper section of the east side and also the mid-city area which is creating a need for more parks and recreation activities in these areas.

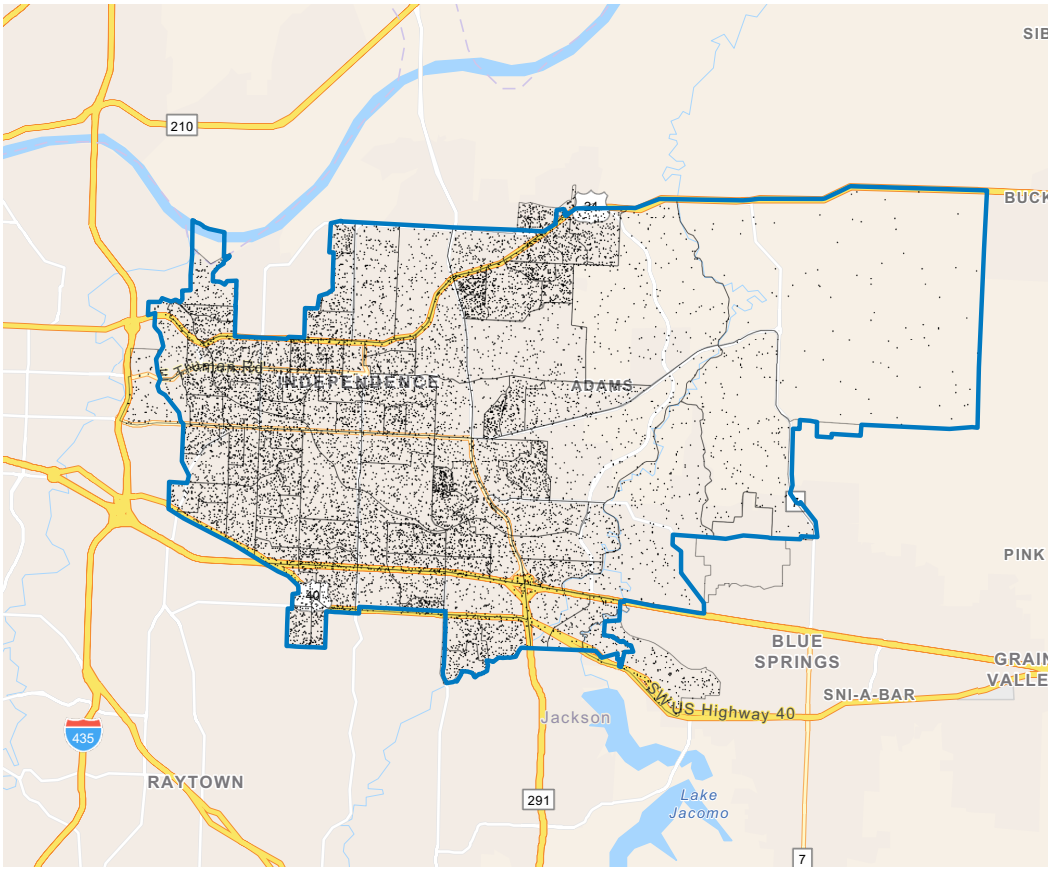


FIGURE 10 POPULATION DENSITY

2.2 Benchmark Analysis

Independence Parks and Recreation identified key operating metrics to benchmark their park system with Lee's Summit, MO and Springfield, MO. Comparisons will be shown with graphics and described in narratives to demonstrate how operating metrics are factored into facilities, programming, budgets, staffing levels and other park system data. Independence selected the benchmark agencies based on their geographic proximity, demographic similarities related to recreational programming, and the physical attributes of their parks.

2.2.1 NATIONAL RECREATION AND PARKS ASSOCIATION

To broaden the benchmark beyond Lee's Summit and Springfield, the *National Recreation and Parks Association (NRPA)* provides park system data in the *NRPA Park Metrics Guide* which is the most comprehensive source of benchmark data and insight for parks and recreation agencies to use and evaluate statistics of park systems throughout the nation. Park and recreation agencies also use the *NRPA Agency Performance Survey* that is prepared annually to self-report data about their park systems.

Where the metrics from Independence align with NRPA data, those references will be cited accordingly. *NRPA* categorizes the data they have for park systems into quartiles for statistical analysis. This method is a way to group data points, such as park information, income, ages, and household size.

2.2.2 PARK DATA

Due to differences in how each park system collects, maintains, and reports data, the benchmark agencies' answers may have details that are not able to be verified through research. The data provided is assumed accurate relative to the metrics used. Any unknown variations may impact program descriptions, financial data, staffing, park amenities and programs. Therefore, overall comparisons must be viewed with some variants in mind. The benchmark data collection for all systems was completed as of July 2025, and it is possible that information in this report may have changed since the original collection time period.

2.2.3 CITY AND PARK DATA

City population and land area can suggest the relative size of the park system. However, the parks in large cities may be landlocked within their park boundaries or limited to acquiring more land for parks. This chapter will present data about the acres of parkland, the amenities and programs present in Independence, and the two benchmark cities.

2.2.4 POPULATION AND PARKLAND

CITY AND PARK DATA

This chart (**Table 1**) shows that the city of Independence has a relatively larger land area (in square miles) and population base compared to Lee's Summit but slightly smaller (7.81%) than Springfield. Independence has slightly less square miles than Springfield while serving a significantly smaller number of residents (~46,0000). Springfield's population density is higher, and its city boundaries cover a slightly larger area.

Benchmark Data: CITY INFORMATION			
Agencies	**Population**	**Number of Parks**	**City Size (square miles)**
Independence Parks and Recreation	**123,102**	**40**	**78 sq. miles**
Lee's Summit Parks and Recreation	104,640	29	66 sq. miles
Springfield Parks and Recreation	169,176	70	83.7 sq. miles

TABLE 1 CITY BENCHMARK INFORMATION

PARKS AND ACRES

Despite their differences in size, Independence is comparable in number of parks with benchmark cities, and the larger benchmark city shows a similar distribution of park sizes.

Springfield has more parks overall (70), while Independence has 11 more parks than Lee's Summit. Independence has the least number of park acres of the two benchmark agencies. With more parks and less acres at Independence than Lee's Summit, the implication may be that Independence has smaller parks than Lee's Summit. From the data, 62% of Independence's parks are smaller than 15 acres, and 52% of Lee's Summit's Parks are under 15 acres. Small parks located throughout a park system may not get the use of larger size community and regional parks with sports fields, green spaces, larger amenities and facilities. However, maintenance must still be provided to keep the small parks well cared for and enjoyable for residents who want a more passive experience.

Independence has considerably more undeveloped and special use parkland (89 acres) than Lee's Summit, (5 acres) and it has more than 13 times the amount of acres left undeveloped than Springfield. This suggests Independence has some parkland that could be used for nature programming or for potential development if a suitable use in their system is found. Springfield's park system appears to be built out with internal land space available for growth. Lee's Summit is nearly the same situation with only 5 acres of undeveloped land. Any park expansion with either of these park systems will have to be from purchasing land elsewhere in the city.

TRAILS

Trails in parks are highly valued by residents and consistently ranked among the most desired park amenity, making them a key feature in a community for enhancing the quality of life (**Table 2**).

Independence maintains a total of 25.95 miles of trails. Lee's Summit offers an extensive trail system with over **4 times more total mileage** than Independence, including 89 miles of paved trails. Springfield also surpasses Independence in total mileage at 54.28 miles.

Benchmark Data: TRAILS		
Agencies	**Miles of Paved Trails**	**Miles of Unpaved Trails**
Independence Parks and Recreation	**21.60**	**4.35**
	Total Trail Miles: 25.95 miles	
Lee's Summit Parks and Recreation	89 miles	3.5 miles
	Total Trail Miles: 92.5 miles	
Springfield Parks and Recreation	40.92 miles	13.36 miles
	54.28 miles	

TABLE 2 TRAIL MILEAGE

NRPA AGENCIES IN THE MIDWEST HAVE 29 MILES OF TRAILS.

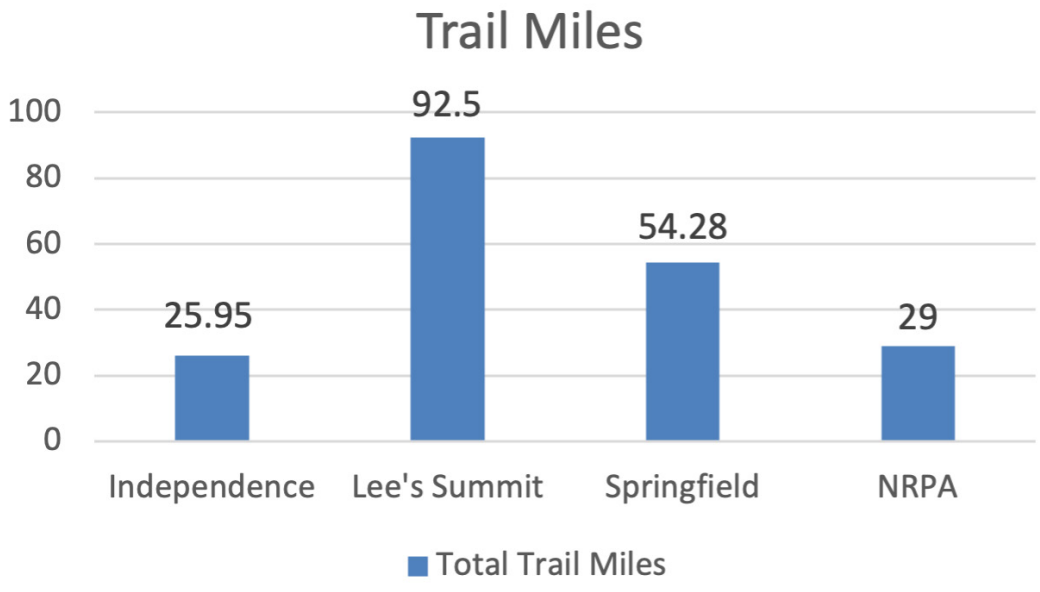


FIGURE 11 TOTAL TRAIL MILEAGE COMPARISON

RECREATION FACILITIES

Recreation facilities in communities (**Table 3**) are an appreciated amenity to residents by providing recreational opportunities that promote health, provide a variety of programs and activities, offer gathering and play spaces for various sports, as well as improving the overall quality of life for people in the community. The indoor recreation facilities for Independence and the two benchmark agencies are shown in the graphic below.

Benchmark Data: Indoor Recreation and Indoor/Outdoor Aquatic Facilities						
Park System	**Number of Rec Facilities**	**Total Square Footage of all Facilities**	**Indoor Aquatic Center / Pools**	**Total Square Foot of Indoor Pool(s) Surface Area**	**Number of Outdoor Aquatic Center(s) / Pool(s)**	**Total Square Foot of Outdoor Pool(s) Surface Area**
Independence Parks and Recreation	4	94,086 sq. ft.	0	0	2 Spray Grounds	Splash Pad Total 5,630 sq. ft.
Lee's Summit	4	160,000 sq. ft.	2	15,000 sq. ft.	1 Outdoor Aquatics and 3 Splash Pads	Outdoor Aquatics 30,000 sq. ft. Splash Pad Total 13,000 sq. ft.
Springfield Parks and Recreation	6	210,240 sq. ft.	2	8,375 sq. ft.	6 pools	43,580 sq. ft.

**Rec Facilities include: Senior Center, Recreation Center, Multi-Generation Center, Community Center.*

TABLE 3 RECREATION AND AQUATIC FACILITIES

SPORTS FIELDS

Sports fields are a very active part of the park system and bring a community together watching and participating in games and tournaments (**Figure 12**). Many types of sports activities take place on the fields where youth and adults enjoy outdoor activities and compete with each other in their community and with teams from other communities.

In this graph, fields and courts have been grouped as:

- **Ballfields**: Baseball and Softball Diamonds
- **Rectangular**: Soccer, Football, Multi-purpose
- **Courts**: Basketball, Tennis, Pickleball

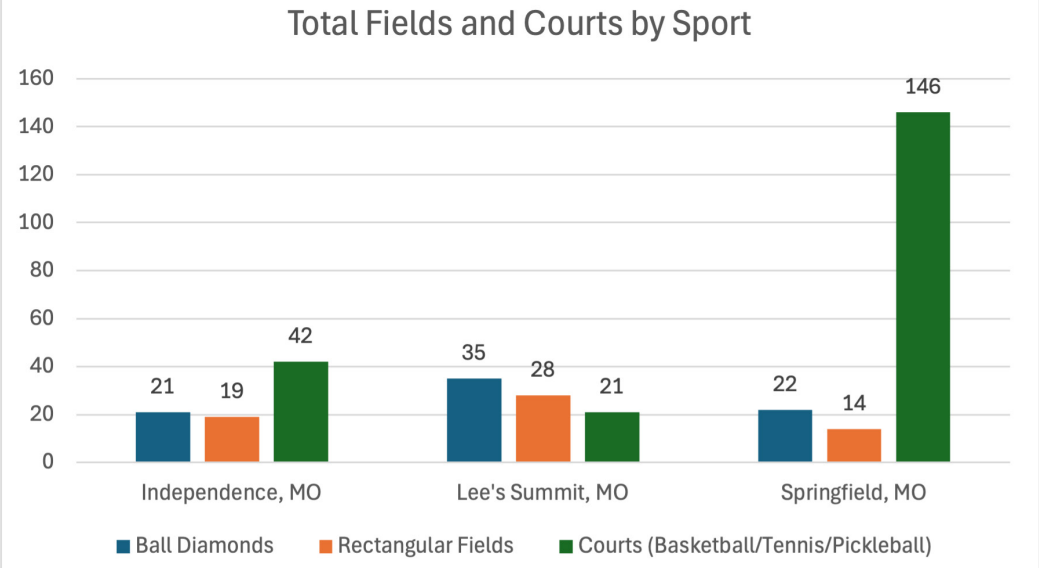


FIGURE 12 TOTAL NUMBER OF FIELDS AND COURTS

Ball Fields

Independence Parks & Recreation has 21 ball fields, which is fewer than Lee's Summit's 35 ball fields. Springfield offers a nearly identical number (**16**), showing that Independence is comparable to Springfield but behind Lee's Summit in baseball and softball field capacity.

Rectangular Fields

Independence provides 19 rectangular fields, which places Independence in the middle of the three agencies ahead of Springfield but below Lee's Summit in multipurpose field space for sports like soccer and football.

Courts

Independence offers double the sports courts (43) when compared to Lee's Summit. Springfield's large number of courts is due in part to the extensive tennis community in the community, as well as leagues, programs, school use and college events.

FIELDS PER 1,000 RESIDENTS

Using *NRPA* statistics as a reference, the information below shows the number of residents per fields for Independence and the two benchmark agencies.

Ballfields: 1 diamond per 6,821 residents	**Independence: 1 diamond per 5,862 residents** Lee's Summit: 1 diamond per 4,018 residents Springfield: 1 diamond per 2,916 residents
Rectangular Fields: 1 field per 7,993 residents	**Independence: 1 field per 6,479 residents** Lee's Summit: 1 field per 13,080 residents Springfield: 1 field per 2,685 residents
Courts: 1 field per 9,742 residents	**Independence: 1 court per 7,694 residents** Lee's Summit: 1 court per 4,983 residents Springfield: 1 court per 1,162 residents

2.2.5 PARKS AND RECREATION FINANCIALS

PARK SYSTEM REVENUE AND EXPENSES

Internally, parks and recreation departments manage, allocate, and track the funding and revenue they earn, use and receive (**Table 4**) in various methods. There are many sources from which parks departments obtain funds. Typically, they receive major external funds from taxes, grants, sponsorships, programs, and partnerships. These finances support operations, maintenance, staffing, programming, capital projects, and long-term planning. The chart below shows 2024 (actual budget from the previous year) and 2025 (budgeted this year) for various revenue sources and their total operating expenses for 2024 and 2025.

Benchmark Data: REVENUE and EXPENSES					
Agencies	**Total Operating Expenses**	**Earned Revenues (event fees, user fees, parking fees, memberships and program fees)**	**Unearned Revenue (sponsorships, grants, partnerships, interest earnings, donations, sales of fixed assets)**	**Tax Revenue (total from sales tax, use tax, property tax levy)**	**All TOTAL Revenue**
Independence Parks and Recreation	**FY '24 Actual** $7,347,144 **FY '25 Budgeted** $8,152,428	**FY '24 Actual** $867,006 **FY '25 Budgeted** $489,600*	**FY '24 Actual** $344,957 **FY '25 Budgeted** $135,805	**FY '24 Actual** $7,425,234 **FY '25 Budgeted** $7,436,736	**FY '24 Actual** $8,637,196 **FY '25 Budgeted** $8,062,141
Lee's Summit Parks and Recreation	**FY '24 Actual** $14,038,302 **FY '25 Budgeted** $14,131,302	**FY '24 Actual** $5,820,022 **FY '25 Budgeted** $6,730,612	**FY '24 Actual** $1,579,862 **FY '25 Budgeted** $750,000	**FY '24 Actual** $10,856,646 **FY '25 Budgeted** $10,910,687	**FY '24 Actual** $18,256,530 **FY '25 Budgeted** $18,391,700
Springfield Parks and Recreation	**FY '24 Actual** $43,729,397 **FY '25 Budgeted** $45,141,439	**FY '24 Actual** $15,883,543 **FY '25 Budgeted** $15,149,942	**FY '24 Actual** $1,413,716 **FY '25 Budgeted** $1,685,000	**FY '24 Actual** $22,691,117 **FY '25 Budgeted** $22,944,335	**FY '24 Actual** $39,938,376 **FY '25 Budgeted** $39,779,277

**The extreme decrease in earned revenue is partially due to the Independence water park closing in 2025.*

TABLE 4 REVENUE AND EXPENSES

NRPA PARK METRICS: FINANCIALS

NRPA Agencies Annual Operational Expenses $11,948,769

Annual Operating Expenditures per capita $196.83

Annual Revenue per Capita $89.28

Independence Annual Operational Expenses $8,152,428

Independence Annual Operating Expenditure per capita $66.22

Annual Revenue per Capita $5.08

Typical cities have a designated amount in their budget of 5% - 7% allocated for parks and recreation.

Independence is considered low with the city allotting no general fund budget for park services.

The City allots 2-2.5% of their general fund budget for Right of Way Mowing and Facility Maintenance.

Among the three agencies, Independence Parks and Recreation operates with the **lowest total operating expenses** and has **modest amounts coming from earned and unearned revenue**.

By comparison, **Lee's Summit and Springfield** operate with significantly higher total expenditures, and in Springfield's total expenditures this reflects a somewhat larger park system as well as a much larger population served by their parks. Both benchmark agencies show **higher earned revenue percentages** than Independence suggesting more aggressive cost-recovery models and a greater emphasis on revenue-producing programs, rentals, and memberships. It is noted that in the 2025 financial year, Independence Parks and Recreation closed their water park causing their earned revenue to dip to nearly half of what it was the previous year.

It is important to recognize that, although Independence shows a lower percentage in the above areas compared to the benchmark agencies, the methods of how financial information is obtained, recorded, and categorized can vary significantly between agencies. As a result, the dollar amounts presented may not offer a fully accurate comparison of how revenue is classified, what costs are considered operating expenses (as opposed to capital investment projects), and how each agency defines and tracks unearned revenue. This also applies to the types of tax revenue utilized within each municipality, which may differ in structure and scope.

PER CAPITA REVENUE

Per capita income is the amount of revenue measured per person within the population for the benchmark cities and Independence in 2025. This chart (**Figure 13**) demonstrated that Springfield, with the largest population and the largest revenue, has the largest amount of per capita revenue. (data shown utilizes earned income for each agency)

Independence has the lowest per capita revenue, and in 2025 they had a substantial decrease in revenue from 2024 ($867,006 in 2024 / $484,600 in 2025) that caused the minimal amount of per capita revenue. For a more comparable amount from Independence, 2024 data of $867,006 would provide a per capita revenue of $7.00. This amount is still extremely low with the reference to the benchmark agencies and the NRPA statistics.

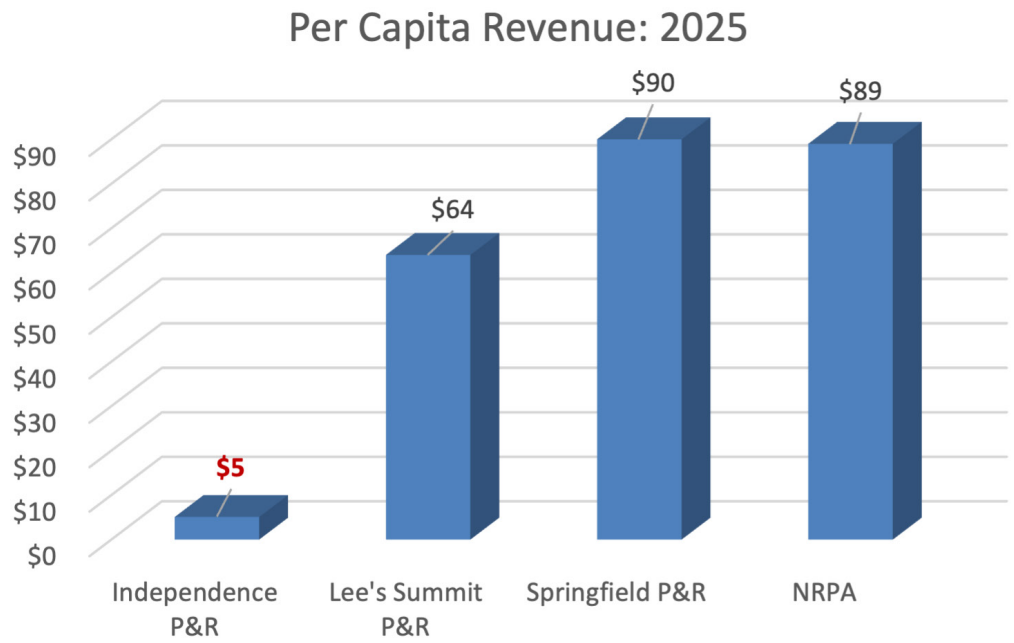


FIGURE 13 2025 PER CAPITA REVENUE

CAPITAL

In FY24, Independence reported no capital spending on non-mobile (stationary) equipment. For FY25, the department has budgeted $300,000 for capital improvements. These figures (**Table 5**) reflect the department's previous year's capital investment strategy and capital spending may have been affected by unforeseen circumstances, re-alignment with internal priorities, project timelines, or available funding sources.

A useful correlation may be drawn by comparing the actual FY24 capital budget to the projected FY25 budget, which can offer insight into expected growth or adjustments in investment priorities for the upcoming fiscal year for the benchmark agencies.

Lee's Summit provided amounts that show a substantial decrease of 85.2% from 2024 to 2025. Springfield's capital budget increased 69.2%. Drastic changes in capital budgets can indicate large projects were started or finished, or that deferred maintenance has been financially addressed.

Benchmark Data: Capital Budget (Actual and Budgeted)						
	Independence Parks and Recreation		Lee's Summit Parks and Recreation		Springfield Parks and Recreation	
Total capital budget (excluding mobile equipment and capital costs over $100,000 not included in operating expenses)	FY24 Actual:	FY25 Budgeted:	FY24 Actual:	FY25 Budgeted:	FY24 Actual:	FY25 Budgeted:
	$0	$300,000	$1,211,956	$1,510,000	$2,862,445	$6,613,000

TABLE 5 CAPITAL BUDGET

MEMBERSHIPS

Memberships at recreation or community centers are a common and important component for revenue generation in parks and recreation systems. Along with fee based programs and day passes they contribute to the earned revenue and financial sustainability of the facility. **Table 6** provides an overview and narratives below provide an overview of membership pricing and how they are structured at Independence and the benchmark agencies.

Revenue Generation: Memberships are an important part of the revenue earned, helping to offset operational costs without relying solely on tax funding.

Cost Recovery: According to *NRPA*, recreation centers typically recover 40–60% of their costs through memberships, fees, and programs.

Independence has the lowest membership fees for both residents and non-residents compared to the benchmark agencies. Calculations in **Table 6** portray the large difference.

Resident Rates: Lee's Summit's annual resident membership rate is about 4.1 times more than Independence's, while Springfield's is roughly 3.8 times more than Independence's rate.

Benchmark Data: ANNUAL MEMBERSHIPS		
Agencies	**Resident (Year)**	**Non-Resident (Year)**
Independence Parks and Recreation	Adult: $70.00 Family: $210.00 Senior: $50.00 Youth (under 18): $70.00	Adult: $100.00 Family: $300.00 Senior: $80.00 Youth (under 18): $100.00
Lee's Summit Parks and Recreation	Adult / Family $360.00 Family - $360 x 4 = $1,440	Adult: N/A Family N/A Senior: Aquatics N/A
Springfield Parks and Recreation	Adult: $389.00 Family: $602.00 Senior: $262.00 Youth (under 18): $183.00	

TABLE 6 ANNUAL MEMBERSHIP RATES

While the amenities of Independence are not truly comparable with those of the two benchmark agencies, the affordability in their services is a detriment to achieving sustainable cost recovery goals. Aging program offerings, outdated facilities, and nominal amenities could be another reason that fees are underpriced and should be evaluated.

AVERAGE COSTS OF RESIDENT MEMBERSHIPS
(Based on NRPA Data and National Averages):

- **Annual resident adult memberships:** Typically range between **$200–$400**.
- **Annual non-resident adult memberships:** Often **$300–$600**.
- **Daily drop-in fees:** Average around **$5–$10** for residents.
- **Family passes:** May range from **$400–$800** annually, depending on amenities included.

SPORTS TOURISM

Recreation is important to the economic impact on a community, and the agencies were asked if they engage in sports tourism. Participating in sports tourism has a financial benefit to businesses and retailers in the community as well as revenue generation that can provide funding to operate and sustain a park system.

Independence has minimal sports tourism with team sports and tournaments in their community or surrounding areas. Lee's Summit also has a modest amount of sports tourism that benefits their system. With its many softball and baseball fields and associated income from registrations, parking, and concessions, Springfield is well positioned to generate meaningful revenue through sports tourism.



Nature hike at George Owens Nature Park"

COST RECOVERY

The actual cost recovery percentages are indicative of the goals set by the park system and possibly the City. Independence recently implemented a 40% cost recovery goal, and they will soon be able to evaluate the costs of services and activities to determine the effect on the increased revenue in their system.

Lee's Summit meets their cost recovery goal of 65%. Also, Springfield has a high cost recovery goal of 75%, and benchmark data shows they recover approximately 58% of costs associated with their recreation services.

**Low cost recovery is a result of several internal financial factors. A common justification for low cost recovery is that agencies choose to subsidize their programs so that low income residents will have access.*

- NRPA data shows that the **typical (median) agency has a cost recovery of around 27.2%** of their operating expenditures via non tax revenue.
- **Cost recovery targets around 30%** or higher are commonly seen in agencies with a strong cost-recovery performance.
- In the Midwest region, the median cost recovery level is 34.4%

2.2.6 PARK OPERATIONS

The benchmark analysis also looked at organizational structures of peer agencies and uses the full time equivalent ("FTE") measurement to capture the number of full time, part time and seasonal staff that are used for service delivery and operations.

EMPLOYEE TYPES AND NUMBERS

Table 7 on the next page provides the number of full time, part time, and seasonal staff for the previous year and this year to date. *Independence's eight seasonal positions were funded but not filled due to a lack of applicants in 2025.*

Benchmark Data: STAFF INFORMATION			
Agencies	**FTEs**	**Total PART TIME Employees**	**Total SEASONAL Employees**
Independence Parks and Recreation	58.5 in 2024 59.5 in 2025	32 in 2024 32 in 2025	0 in 2024 8 in 2025
Lee's Summit Parks and Recreation	45 in 2024 47 in 2025	354 in 2024 303 in 2025	241 in 2024 256 in 2025
Springfield Parks and Recreation	267 in 2024 270 in 2025	561 in 2024 577 in 2025	116 in 2024 94 in 2024

NOTE; To calculate FTEs: add the total hours of service for which the employer pays wages to employees during the year (but not more than 2,080 hours for any employee) and divide that amount by 2,080)

TABLE 7 STAFF (FULL TIME EQUIVALENTS)

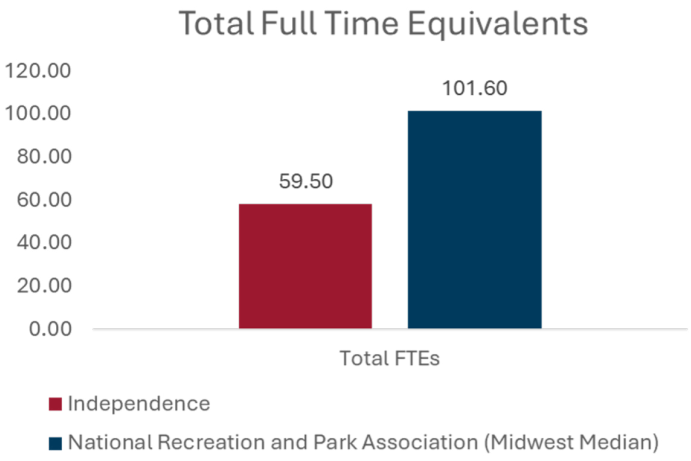


FIGURE 14 TOTAL FTES

Independence has 59.50 employees in their park system that are dedicated to parks, recreation, and administrative responsibilities. This is higher than Lee's Summit but much less than Springfield. The differences in staffing are largely dependent on the type of facilities, amenities, and programs that each agency offers. Additionally, NRPA statistics show that the Midwest area and the median quartile agencies employ 101.60 FTEs. This demonstrates that Independence is undoubtedly understaffed.

KEY TAKEAWAYS

Springfield has a much larger staff overall than Lee's Summit and Independence. All three agencies' staff changed only moderately from year to year in all categories. Independence increased their staff numbers slightly, with seasonal staff positions being the largest increase.

Springfield, by contrast, operates a larger workforce across all staffing categories except for seasonal employees. Their system has a much higher volume of both full-time and part-time employees than Independence, and seasonal staffing is also moderate in number as compared to Lee's Summit but not comparable to Independence which has eight seasonal positions so far in 2025 increasing from 0 last year. All agencies' employee count varies only slightly year to year and could indicate similar park related tasks or a minimal allowance of new employee hiring.

The agencies' staff were not asked about their responsibilities, however for reference NRPA data specifies:

- ***NRPA* Park Metrics show a median of 58 FTEs** for agencies who manage between 251 to 1,000 park acres.
- The Midwest region shows the median of **21.0 park employees per 10,000 residents**.
- **NRPA agencies data also shows how total labor hours are distributed among an agency's variety of responsibilities:**
  - Maintenance and Operations: 48% of total labor hours
  - Programmers 31% of total labor hours
  - Administration: 15% of total labor hours
  - Other: 4% of total labor hours
  - Capital Development: 2% of total labor hours

- **Independence has 59.5 full time equivalents**, indicating the park system is understaffed according to NRPA data about agencies nationwide.
- **Independence**, with 123,102 residents, has **4.83 park employees per 10,000 residents**

- **Lee's Summit has 45 FTE**, indicating the **park system is understaffed** according to NRPA data about agencies nationwide.
- **Lee's Summit**, with 104,640 residents, has **4.30 park employees per 10,000 residents**

- **Springfield has 267 FTEs** indicating the **park system is overstaffed** according to NRPA data about agencies nationwide.
- **Springfield**, with 169,176 residents, has **15.78 park employees per 10,000 residents**

CONTRACTORS

Park systems that hire contractors often do so to increase efficiency, reduce long-term costs, supplement internal staffing capacity, and offer programs and activities that are not in line with the skill set, experience or capacity of in-house programmers. The chart below (**Table 8**) shows that Independence, Lee's Summit, and Springfield all use contractors in their park systems and the duties they perform.

Benchmark Data: Contractor Use						
	Independence Parks and Recreation		**Lee's Summit Parks and Recreation**		**Springfield Parks and Recreation**	
	Use Contractors:	***Tasks/duties:***	***Use Contractors:***	***Tasks/duties:***	***Use Contractors:***	***Tasks/duties:***
Do you use Contractors? If so, for what tasks or duties?	Yes	Fitness Instructors	Yes	Maintenance work (HVAC, electrical)	Yes	Fitness Instructors
		Maintenance work (HVAC, electrical)		Mowing, and park restroom cleaning		Referees / Athletics and Aquatics Lessons
		Lake maintenance		Large tree removal		Personal Training
		Large tree removal		Youth & Adult Instructional		Ice Skating
				Youth & Adult Sports Officials		Hockey Lessons

TABLE 8 CONTRACTORS USED FOR PARKS AND RECREATION OPERATIONS

Similar Tasks Among All Agencies

There is some overlap in the types of tasks contracted by Independence and Lee's Summit. Both cities rely on contractors for maintenance work involving HVAC and electrical systems, which are technical services typically requiring licensed professionals. In addition, both cities outsource large tree removal, an infrequent but highly specialized task that demands heavy equipment and safety precautions. Independence and Springfield both use contractors for fitness instruction, showing that recreation programming for fitness is commonly supplemented by outside professionals rather than staffed in-house.

Specialty or Unique Contractor Tasks

Springfield demonstrates the broadest use of contracted services for programming, employing contractors for not only fitness instruction but they also use contractors for other sports related programming including referees, athletics and aquatics lessons, personal training, ice skating, and hockey lessons. Springfield does not list contractor use for any maintenance tasks. Lee's Summit utilizes sports contractors for youth and adult instruction as well as officials for those sports. Independence is unique in contracting out lake maintenance, a task that is not mentioned by the other cities, indicating a body of water may not be within their park systems.

Overall, while all three agencies contract for operational and programming support, Springfield's use of contractors covers the most programming areas, whereas Independence and Lee's Summit focus more on core operational and sports-related services along with a smaller need for maintenance tasks.

CORE PROGRAMS

PROS Consulting classified programs into *core programs* in order to make a more viable reference to programs that each agency offers. Programs from all agencies that did not fit the classifications are listed on the next page. Names of these programs indicate why they may be individual programs based on a community request, or for a particular occasion, not a routine scheduled program that is fee based for the park system.

Independence should prioritize the core program areas that have been identified as important through the community engagement process and not necessarily what other communities are offering.

Benchmark Data: CORE PROGRAMS			
For reference: programs from Independence and Benchmark Agencies were classified into the 6 core program areas.	**Independence P&R**	**Lee's Summit P&R**	**Springfield P&R**
	Current Offered	**Current Offered**	**Current Offered**
1. Arts and Culture	X	X	
2. Continuing Education and Life Skills	X	X	
3. Nature	X		
4. Senior Programs	X		
5. Special Events	X	X	X
6. Sports and Wellness	X	X	X

TABLE 9 CORE PROGRAMS

CORE PROGRAMS OFFERED: NRPA PARK METRICS

The graph below (**Figure 15**) shows core programming as identified by NRPA Park Metrics and the percentage of agencies that offer the programs.

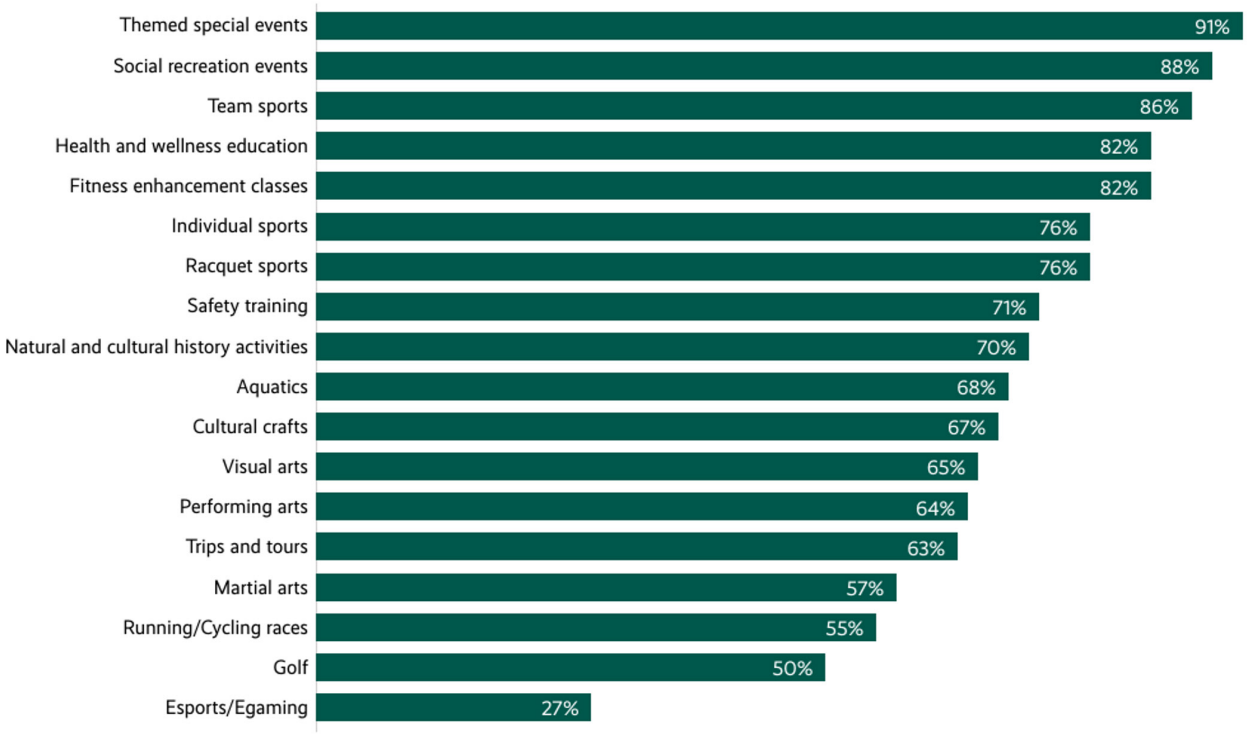


FIGURE 15 NRPA METRICS - CORE PROGRAMS

2.2.7 OVERALL SUMMARY

The benchmark findings highlight both strengths and opportunities for Independence's strategic growth and investment in their system by referencing Lee's Summit, Springfield, and NRPA data.

Independence operates a fiscally constrained park system that lacks the financial capacity to sustain staffing, provide adequate service levels, and properly maintain existing parkland and facilities. The system's low membership fees promote affordability and access for low-income users but limits the revenue potential from subsidized memberships.

Cost recovery should be monitored as the City grows, demographics evolve, and operations adjust to accommodate additional users. While the park system faces ongoing challenges with funding, facility maintenance, potential expansion, and low staff-to-resident ratios, benchmarking provides valuable insight. Comparing Independence to other agencies reveals differences in system size, staffing levels, and program offerings by highlighting both the areas of strength and opportunities for improvement.

Overall, this benchmark analysis provides a reference point for Independence to assess its operations internally, learn from peer agencies, and guide decisions that will produce positive outcomes, enhance sustainability, and improve the park system.

2.3 Key Leadership And Focus Group Interviews

2.3.1 INTRODUCTION

PROCESS

Interviewing the key leaders of groups and organizations in the Independence community that are engaged in some level of recreation services offers valuable insight into the community's needs and desires for indoor recreation space. The interviews consisted of one-on-one discussions with city officials and council members. Key leaders interviewed were actively involved in recreation services and provided a meaningful method of community engagement through their thoughts about the park system in Independence.

The interviewer interacted with participants in a casual and conversational manner when asking the questions to encourage each participant to provide their personal input. The community leaders were given an open opportunity to express their views of the existing park system as well as what recreational activities they felt the community needs and would enjoy the most. Interviewees were also asked about their thoughts about issues within the park system they felt needed improvement or experiences that did not meet their expectations.

METHODOLOGY

The questions used in the interviews encouraged participants to provide informal answers with the flexibility to elaborate freely or ask the interviewer to further explain any of the questions. In general, participants were asked about their usage of the city's facilities and other nearby recreational offerings, overall operations of the park system, if there are programs and facilities they feel should be added or expanded in the community, and their views on how parks and recreation can be financially supported.

There were several focus groups of multiple participants and also many individuals that were interviewed. Individuals chosen were from various backgrounds and are residents of Independence including:

- City Council Members
- Parks Organizations and Groups
- School Officials
- Chamber of Commerce
- Cultural Associations
- Residents

REPORT INFORMATION AND CONTENT

This report presents a summary of the interviews that were conducted individually and in person by PROS Consulting leadership staff. The participants were encouraged to be candid in their responses and were not required to answer any question they were uncomfortable with, unable to answer, or did not want to contribute to.

INTERVIEW QUESTIONS

For reference, the actual questions asked during the interviews are listed below.

1. What types of parks and recreation opportunities are most needed in Independence? This could be something new that Independence does not have today, or something you feel is needed now.

2. Are there any barriers preventing some residents of Independence from using the parks, recreation facilities, and historic sites more frequently? If so, what are they?

3. Do you think most residents feel welcome when they visit an Independence park, recreation facility, or historic site? What can we do to make them feel more welcome?

4. Do you feel safe when you are using Independence parks and trails?

5. Do you feel the efforts by the Parks, Recreation and Historic Sites system to get out the information that citizens need about the services provided is effective in providing information through (social media, City Website, Program Guide, Advertisements, or other means)? How do you want to get information about the park, recreation, and historic site system to you personally?

6. What are the major challenges you foresee for Independence Parks, Recreation, and Historic Sites in the next 5 years? How should Independence Parks, Recreation and Historic Sites respond to those challenges?

7. How would you grade the parks, recreation facilities, and historic sites in terms of 1 being the lowest to 5 being the best in meeting your expectations for a quality experience?

8. What new partnership opportunities should Independence Parks, Recreation, and Historic Sites explore in the future?

9. Are there specific program types that are currently missing that you feel should be provided to residents? If so, what are they?

10. Is access to and preservation of natural areas and open space important for Independence? Do you feel that every resident in Independence should have close-to-home access to nature and open space opportunities in parks?

11. If you could change one thing about Independence Parks, Recreation, and Historic Sites in the next five years, what might that be?

12. If you have a question you would like to see included in the upcoming citizen survey this spring, what would it be?

13. Are there any other questions you have about our process or a comment you would like to make regarding the system or this master plan process?

REPORT COMPOSITION

Notes were taken during the interviews, and seven major themes emerged commonly among the responses. These themes were chosen as the main topics for this summary and are organized by key takeaways and high points. The more prevalent themes are presented as topics, followed by summarized answers. The answers aligning with these themes will be used in other parts of the Independence Parks and Recreation Master Plan to reflect community opinions about the park system.

KEY THEMES

The seven major themes that emerged throughout answers from the interview questions:

1. Community Priorities and Needs

2. Barriers to Access and Use

3. Equity, Access, and Inclusivity

4. Promotion, Visibility, and Branding

5. Maintenance and Long-Term Sustainability

6. Strategic and Capital Needs

7. Key Themes for the Master Plan



Toddler Town at Sermon Center

2.3.2 INTERVIEW SUMMARIES

FOCUS GROUPS

COMMUNITY PRIORITIES AND NEEDS

- Increased focus on youth sports programs and community gathering spaces on the east side of town.
- Greater access to waterways, splash pads, and the outdoor amphitheater for recreational and cultural events.
- Enhanced children's programming like Toddler Town at the Sermon Center, along with senior and teen activities.
- Expansion of disc golf, urban agriculture, and forestry management for underutilized spaces.
- Improved community health initiatives, including better healthy food options and workforce development.
- Emphasis on community pool and shelter houses to boost family and neighborhood engagement.
- More volunteer opportunities to foster community pride and engagement.
- Emphasis on creating multigenerational spaces that accommodate families, seniors, and youth.
- Accessibility improvements to parks and facilities to support a growing, diverse population.

BARRIERS TO ACCESS AND USE

- Limited communication make it hard to find information about available facilities and programs.
- Safety concerns, especially related to homeless individuals and drug use in certain parks.
- Lack of transportation options for youth to reach parks and trails.
- Underutilized parks, public spaces, and other vacant lots could be repurposed for community use.

- Historic sites require maintenance to be more welcoming and usable.
- Challenges for outside organizations to plan community events due to logistical and scheduling challenges.
- Limited public awareness of the historic sites and what they offer.
- Need for clearer signage and better wayfinding to improve navigation within larger parks, to amenities and facilities.
- Gaps in accessibility for individuals with disabilities and the elderly in older facilities.

EQUITY, ACCESS, AND INCLUSIVITY

- Need for more balanced distribution of sports programs across the community, especially for youth on the east side of the city.
- Calls for expanded programs for special needs and youth that are not currently offered.
- Desire for more affordable programming like late-night basketball and low-cost sports and activities.
- Suggestions for community focused urban agriculture and job training to improve community interaction, inclusivity, career awareness, and education.
- Enhanced accessibility standards for community projects and resident involvement including Boy Scout projects and special needs facilities.
- Cultural and arts programming to better represent the diversity of the community and cultural experiences.
- Enhanced outreach to underserved neighborhoods to increase participation and resident involvement.
- Calls for bilingual resources and multicultural events to better represent the community's diversity and cultural experiences of people in the city.

PROMOTION, VISIBILITY, AND BRANDING

- Need for a park guide to list all available services, facilities, and schedule of events.
- More effective use of social media platforms, newsletters, and community publications to promote events and the parks.
- Suggestions to collaborate and partner with local businesses and community centers for broader visibility and increased outreach.
- Historic sites need more consistent updates on social media and websites to notify potential visitors.
- Opportunities for cross-promotion with local events and festivals to highlight park amenities and facilities.
- Enhanced branding strategies to establish a recognizable and positive identity for Independence Parks.
- Digital marketing initiatives to reach younger demographics and tech-savvy residents.

MAINTENANCE AND LONG-TERM SUSTAINABILITY

- Strong need for consistent maintenance and safety improvements across all park buildings and amenities.
- Emphasis on long-term maintenance plans for playgrounds, splash pads, and community centers to keep the parks in good condition for all visitors.
- Enhanced trail system maintenance, and connections to natural areas that are heavily used.
- Focus on clean and safe environments for the enjoyment of all users, building community pride. and reducing vandalism.
- Participate in forestry management and better utilization of underused park areas.
- Infrastructure upgrades for aging facilities and historic sites to prevent further decline.

- Environmentally sustainable practices to minimize the ecological footprint of park operations.
- Emphasis on community-driven clean-up events to engage residents in park upkeep and create ownership.

STRATEGIC AND CAPITAL NEEDS

- Need for upgraded sports fields to attract tournaments and increase economic opportunities.
- Calls for food truck partnerships and outdoor concert venues to enhance revenue and increase visitors attendance.
- Increase the emphasis on building a new community center and upgrade existing recreation facilities.
- Focus on improving sidewalks and parking lots to enhance accessibility and create additional parking.
- Public-private partnerships and grant opportunities need to be pursued as key funding mechanisms.
- Long-term capital planning to ensure sustainable growth, modernization, and provide funding to continue a welcoming look at all parks.
- Support for regional partnerships to share costs, expand services, demonstrate community support.
- Revenue diversification strategies, new sponsorships, event hosting, and research new funding opportunities.

KEY THEMES FOR THE PARK SYSTEM (MASTER PLAN)

- Community Engagement: Boosting awareness and involvement through better marketing.
- Safety and Maintenance: Creating clean, safe, and welcoming parks for all ages.
- Modernization and Growth: Upgrading facilities to match regional standards and resident wants.
- Equity and Access: Ensuring all visitors have equal opportunities to participate and enjoy the parks.
- Sustainability and Long-Term Planning: Maintaining quality facilities effectively for future generations.
- Promotion of Arts and Culture: Expanding amphitheaters, concert venues, and community arts.
- Collaborative Partnerships: Engaging local organizations for shared use, cost efficiencies, and user enjoyment.
- Data-Driven Decision Making: Utilizing community surveys and feedback to guide planning and effective decision making

STAKEHOLDERS

COMMUNITY PRIORITIES AND NEEDS

- Strong desire for a new Community Center, both for sports and community events; some suggest it should include aquatics and indoor facilities for year-round use.
- Realize improved sports tourism opportunities and develop larger and well-maintained facilities, especially for baseball, soccer, and regional tournaments.
- Water recreation is highly desired, with many referencing the closure of Adventure Oasis and the limited access of public swimming pools in the city.
- Enhanced trails and walking paths are frequently mentioned and needed for community access and connectivity, including better maintenance.
- High demand for pickleball courts, especially as the sport continues to grow in popularity, and mention of indoor and outdoor courts.
- Suggestions for nature programming and improved camping facilities to encourage outdoor recreation.

- Upgrading tired and aging parks to modern standards, increase appeal, and make them more inviting and accessible.
- Emphasis on additional inclusive programming for teens and adults aged 18–55, who currently are restricted in the lack of dedicated recreational opportunities.
- Interest in regional park improvements to create destination parks that draw visitors from outside the community for programming, events, and activities.

BARRIERS TO ACCESS AND USE

- Safety concerns are a consistent barrier, particularly around certain trails and parks with homeless individuals.
- Some park locations are not easily accessible due to poor sidewalk infrastructure or busy highways limiting safe pedestrian use.
- Transportation limitations for low-income residents are known to restrict access to parks and facilities.
- Admission costs for certain programs and facilities may be a limiting factor for some residents.
- Outdated and poorly maintained facilities have discouraged people from visiting since some buildings are losing appeal and have unkept conditions, particularly at certain historic sites and playgrounds.
- Communication gaps in promoting park amenities and program availability prevents residents from being aware of what is offered.
- Seasonal accessibility issues like snow removal on trails and playground care during winter months limits year-round use.
- Some parks are located in remote or underdeveloped areas, making them less attractive for residents to visit.
- Limited restroom facilities and the cleanliness of existing ones that are nearly unusable for families.

EQUITY, ACCESS, AND INCLUSIVITY

- Calls for parks on the east side of the city, which is currently underserved compared to the west side.
- There is a desire for programs for all age groups, specifically for teens and adults aged 18–55, who currently have fewer recreational options.
- Improving ADA accessibility is important at historic sites and parks to ensure inclusive access for all community members.
- More attention toward future program offerings including health, wellness, and sports activities for the underserved and culturally diverse parts of the community.
- Ensuring that historic sites are both accessible and well-maintained to promote inclusivity in city history and promotion of tourism.
- Suggestions for free or discounted entry for low-income families and seniors to ensure equitable access.
- Expanding multi-language signage and program guides to reach non-English speaking residents.
- Emphasizing family-oriented activities and events to bring diverse groups together in community spaces.
- Community-based programs that celebrate cultural diversity, such as international festivals and themed community days.

PROMOTION, VISIBILITY, AND BRANDING

- Stronger marketing efforts are needed, including better use of social media, city websites, and program guides.
- Suggestions for a more comprehensive strategy to communicate with seniors and new residents who may not be familiar with available services in the parks.
- Collaboration with tourism boards to promote historic sites and regional events.

- Some respondents felt that tourism and historic site promotion are disconnected and need a more unified strategy and outreach.
- Improved digital platforms that allow real-time updates on events, program availability, and facility reservations.
- Improved wayfinding signage in parks and along trails to help visitors navigate and explore more easily.
- Increased community outreach through local schools, libraries, and community centers to promote park programs and activities.
- More interactive community engagement, such as pop-up events, farmers markets, and community-led park clean-up days.
- Co-branding opportunities with local businesses and organizations to increase visibility and encourage sponsorships.

MAINTENANCE AND LONG-TERM SUSTAINABILITY

- Many parks are described as "tired" and in need of revitalization, with calls for better maintenance and safety improvements.
- Funding for upkeep is a major concern, with references to the aging system needs and budget constraints.
- Some respondents suggest closing underutilized parks to reallocate resources to more popular and well-kept sites.
- Historic site preservation is seen as critical, with funding and maintenance cited as ongoing challenges.
- Several interviewees mentioned the importance of quality over quantity, suggesting that fewer well-maintained parks might serve the community better.
- Trail maintenance is frequently cited as an area needing improvement, particularly bridges and trail surfaces.
- Better lighting and security measures in parks to ensure safety and deter vandalism.
- Sustainable landscaping and green infrastructure to reduce maintenance costs and improve environmental impact.
- Upgraded playground equipment and restroom facilities to enhance usability and resident experience.

STRATEGIC AND CAPITAL NEEDS

- A new recreation/community center is identified as a top capital need, especially to host sports tournaments and large community events.
- Improve trail connectivity and expansion, particularly in underserved areas of the city.
- Calls for capital investment in historic sites to preserve and enhance their use for tourism and community engagement.
- Suggestions for public-private partnerships to fund new developments and improvements, particularly for developing sports complexes.
- Long-term funding strategies like municipal bonds and leveraging grants for site improvements were frequently mentioned.
- Calls for a strategic plan that clearly outlines priorities for park development, maintenance, and program expansion.
- Assessment of underused properties for potential sale or repurposing to fund new projects.
- Expansion of aquatic facilities, either with a new splash pad or renovated swimming pools.
- Development of a regional sports complex to attract tournaments and generate revenue.

KEY THEMES FOR THE PARK SYSTEM THAT CAN BE USED IN THE MASTER PLAN

- Focus on community connectivity through trails, green spaces, and gathering places.
- Shift towards regional tourism and sports tourism as a means of economic growth.

- Equitable distribution of park services, ensuring underserved areas have access to quality recreational opportunities.
- Emphasis on community safety and revitalization to make parks more inviting and welcoming.
- Prioritization of youth and adult programming to expand recreational offerings across all age groups.
- Developing public-private partnerships to sustain long-term projects without burdening the city budget.
- Commitment to sustainable practices in park maintenance and new development.
- Strategic assessment of existing parks to identify those that can be enhanced, repurposed, or decommissioned.
- Integration of historic site promotion as part of the broader parks system growth strategy.

ADDITIONAL EMERGING TOPICS IDENTIFIED

- Historic Site Tourism: Opportunities for expanding cemetery tourism and regional marketing of existing historic assets.
- Cultural Programming: The rise in popularity of community theater and cultural events highlights a need for more cultural amenities and activities within the park system.
- Communication Gaps: Persistent lack of awareness about existing facilities and services indicates the need for improved outreach throughout the community.
- Economic Development through Sports Tourism: Strategic investments in sports facilities could bring economic gains through tournaments, field rentals, and regional events.

ORGANIZATIONS AND RESIDENTS

COMMUNITY PRIORITIES AND NEEDS

- Strong need for water recreation facilities, especially following the closure of the water park. Residents consistently mention a lack of aquatic options.
- Youth sports and family activities are highly requested, with calls for better-maintained fields, turf upgrades, and more inclusive playgrounds.
- Interest in community centers with modern amenities for indoor recreation, fitness, and community events.
- Residents express concerns over the condition of sports fields, particularly dirt infields that are not competitive with nearby cities like Lee's Summit and Liberty Parks.
- The McCoy Park Variety-KC inclusive playground for physically challenged children is underutilized due to lack of promotion and community awareness.
- Calls for more activities for children and families that encourage local use rather than traveling to nearby communities.
- Inclusive park designs that support disabled and elderly community members, along with better maintained paths and accessible spaces.
- Enhanced playgrounds and modern equipment to keep children engaged and encourage outdoor play.
- Outdoor concerts and community events to increase community engagement and recreational opportunities for all residents.

BARRIERS TO ACCESS AND USE

- Safety concerns in certain parks, with mentions of vandalism, homelessness, and the presence of unsupervised teens.
- Transportation barriers are noted due to the lack of availability to bus lines, making access to certain parks difficult for low-income families.

- Limited awareness of available parks and programs, with some residents unaware of facilities like McCoy Park Variety-KC inclusive playground.
- Lack of restroom facilities and proper maintenance discourage longer stays in parks.
- Vandalism and misuse of certain parks lead to community hesitancy to visit, especially after hours.
- Fields that remain unlocked and unmonitored after hours, resulting in damage and severe littering.
- Not enough walking-distance parks for those without transportation, highlighting a need for more neighborhood-centered green spaces.
- Operating hours and security concerns at facilities like Mill Creek Park are mentioned as barriers to safe and secure use.
- Marketing and communication gaps prevent residents from learning about parks and events.

EQUITY, ACCESS, AND INCLUSIVITY

- Emphasis on inclusive parks and playgrounds, ensuring spaces are accessible for disabled and elderly residents.
- Regional disparities are evident, with parks concentrated on the west side of town and limited access in the east.
- ADA accessibility improvements are suggested for historic sites and older playgrounds to allow all residents to enjoy the amenities.
- Suggestions for transportation options to connect underserved communities to larger regional parks and community centers.
- Calls for more multi-language communication and signage to ensure non-English speaking residents are informed about programming, events and activities.
- Community-oriented programs that cater to immigrants and marginalized groups for more cultural interaction.
- Enhanced pathway connectivity for safer pedestrian access to parks and recreation sites.
- Outreach to underserved communities to ensure equitable access to recreational programs and facilities.
- More park features for teenagers and adults, such as fitness zones and interactive activities.

PROMOTION, VISIBILITY, AND BRANDING

- Residents feel that social media efforts are fragmented, with a heavy reliance on Facebook, leaving out non-users.
- Calls for better cross-platform marketing, including Nextdoor, email updates, and more interactive websites.
- Suggestions for improved digital engagement through interactive maps, live event updates, and mobile-friendly websites.
- Enhanced community outreach and education about existing parks, facilities, and historic sites to boost awareness.
- Better promotion of special amenities, such as the McCoy Park Variety-KC inclusive playground and certain historic sites.
- Increased visibility of community events that take place in parks to attract more local residents.
- Coordinated tourism and historic site marketing, with suggestions to create partnerships with local hotels and visitor centers.
- Community engagement at local events like farmers' markets and city fairs to spread park system awareness.
- Suggestions for park-specific branding to create a unique identity for each major park in the city.

MAINTENANCE AND LONG-TERM SUSTAINABILITY

- Community members are concerned about the maintenance of parks and fields, with many citing poor upkeep of playgrounds and athletic fields.
- Calls for better security and lighting in parks to prevent vandalism and ensure community safety.
- Suggestions for upgrading old playground equipment and improving restroom facilities.
- Closing underutilized parks and focusing on enhancing high-use areas for sustainability.
- Some parks, such as Mill Creek, are noted for vandalism and lack of proper management.
- Security measures are needed to reduce after-hours misuse of fields and prevent property damage.
- Regular maintenance schedules and increased staff training to ensure fields and playgrounds are in good condition for all users.
- Better funding for historic site preservation, with mentions of poor maintenance affecting community use.
- Emphasis on sustainable practices in maintenance and operations to reduce long-term repair/replacement costs.

STRATEGIC AND CAPITAL NEEDS

- Residents express a strong desire for a new community center that includes a swimming pool, indoor recreation, and multi-purpose event spaces.
- Improved sports facilities, including turf fields and upgraded playgrounds, are identified as key investments by the community.
- Strategic partnerships with businesses, school districts, and local organizations to fund projects and share resources.
- Suggestions for public-private partnerships to support large-scale projects like regional sports complexes and aquatics centers.
- Long-term strategic planning to identify priority areas for development and focus resources effectively.
- Grant opportunities and sponsorships to help fund major capital improvements and park expansions.
- Modernizing existing recreation centers like the Sermon Center, which is currently in disrepair.
- Development of new aquatic facilities to replace the closed water park and an indoor aquatics center that would offer year-round swimming.
- Emphasis on public input and community surveys to guide future development and ensure alignment with residents' needs.

KEY THEMES FOR THE PARK SYSTEM THAT CAN BE USED IN THE MASTER PLAN

- Focus on safety, accessibility, and maintenance to improve community confidence and usage.
- Enhanced community engagement through more inclusive programs for all ages and demographics.
- Strategic investments in sports and aquatics to draw tourism and boost local recreational use.
- Better marketing and promotion strategies to increase awareness of park amenities and events.
- Sustainable maintenance practices to preserve parks for long-term community benefit.
- Equitable access to parks across all regions, ensuring underserved areas receive appropriate development.
- Strong emphasis on public-private partnerships to bridge funding gaps and expand services.

- Trail connectivity and pedestrian pathways to link neighborhoods to key parks and recreation centers.
- Expansion of cultural and community events that highlight local heritage and community pride.

2.3.3 EMERGING TOPICS

COMMENTS OF MERIT

Utilizing all answers from every group interviewed, certain topics emerged as underlying and common themes among many responses. These topics are shown below.

COMMUNITY ENGAGEMENT AND VOLUNTEERISM:

- Many respondents indicated a desire for more volunteer involvement in park maintenance and programming. Some mentioned the need for Boy Scout projects and community-led initiatives to enhance park facilities and promote a sense of ownership.

SPORTS TOURISM AND ECONOMIC DEVELOPMENT:

- There were multiple comments about the missed opportunities for sports tourism in Independence. Several interviewees pointed out that the city could benefit from better-maintained sports fields and larger sports complexes to host local practices, games, regional tournaments, and draw visitors to the parks and city.

CULTURAL PROGRAMMING AND ARTS INTEGRATION:

- A few responses highlighted the need for more cultural programming, such as outdoor concerts, theater productions, and music festivals.
- Communities like Blue Springs were referenced as successful models for integrating arts into parks and public spaces.

EXPANDED HISTORICAL TOURISM:

- Independence's historical sites were seen as underutilized for tourism and economic development. Some participants suggested better marketing and strategic partnerships to promote the city's unique historical significance.

ENHANCED ACCESSIBILITY AND INCLUSIVITY:

- The need for more inclusive parks that accommodate children with special needs and mobility challenges was mentioned. Improvements for ADA compliance and better transportation access to parks were also noted as critical for expanding use.

TRAIL CONNECTIVITY AND EXPANSION:

- Interviewees expressed interest in better trail connectivity, particularly linking parks and natural areas to residential neighborhoods. Expanding walking and biking paths to create a seamless network was seen as a major opportunity for community health and recreation.

HOMELESSNESS AND PUBLIC SAFETY CONCERNS:

- Several comments referred to issues with homelessness in parks, which was seen as a deterrent for park usage. Respondents suggested more consistent enforcement of park rules, as well as designated park rangers to address safety concerns.

ADVENTURE OASIS AND WATER-BASED RECREATION:

- The closure of Adventure Oasis was frequently mentioned, and many saw the loss as a significant gap in water-based recreation. There were suggestions for either reopening it or replacing it with a more sustainable water attraction.

SPECIALIZED PROGRAMMING FOR TEENS AND YOUNG ADULTS:

- Numerous responses pointed out the lack of recreation opportunities for teenagers and young adults. Programs like late-night basketball, expanded sports leagues, and workforce development activities were suggested to fill this gap.

MARKETING AND PROMOTION STRATEGIES:

- Several interviewees emphasized the need for improved marketing strategies to increase awareness of park programs and facilities. Suggestions included enhanced social media presence, community resource guides, and stronger partnerships with local schools and libraries.



Santa Fe Trail Park Tennis Courts

2.4 Community Surveys

2.4.1 STATISTICALLY VALID NEEDS ASSESSMENT

ETC Institute administered a needs assessment survey (**Appendix A**) for Independence during the summer of 2025. The purpose of the survey was to help determine park and recreation priorities for the community.

METHODOLOGY

ETC Institute mailed a survey packet to a random sample of households throughout the City of Independence. Each survey packet contained a cover letter, a copy of the survey, and a postage-paid return envelope. Residents who received the survey were given the option of returning the survey by mail or completing it online.

After the surveys were mailed, the ETC Institute followed up with residents to encourage participation. To prevent people who were not residents of Independence from participating, everyone who completed the survey online was required to enter their home address prior to submitting their survey. ETC Institute then matched the addresses entered online with the addresses originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not included in the final database for this report.

The goal was to receive 800 completed surveys from households within the City of Independence. This goal was exceeded, with 802 completed surveys collected. The overall results for the sample of 802 residents have a precision of at least +/-3.5% at the 95% level of confidence.

MAJOR FINDINGS

Use of Facilities: Eighty-two percent (82%) of respondents report visiting Independence parks and/or recreation facilities during the past 12 months. Most respondents (61%) rated those facilities as either “excellent” (10%) or “good” (51%).

Barriers to Facility Use: Respondents were asked to indicate all of the reasons that prevent them and members of their household from visiting Independence parks and recreation facilities more often. The top three barriers were they do not feel safe using parks/facilities (40%), lack of features they want to use (27%), and use of other City, State, private facilities (25%).

Program Participation: Thirty-five percent (35%) of respondents report participating in programs or events offered by Independence Parks and Recreation in the past 12 months. Most respondents (77%) rated these programs or events as either “excellent” (22%) or “good” (55%).

Barriers to Participation: Respondents were asked to identify why they do not participate in these programs or events more often. The top three barriers to participation they indicated were that they do not know what is offered (61%), too busy/not interested (20%), and lack of quality programs (11%).

Communication Methods: The three ways respondents most often learn about Independence’s parks and recreation facilities, programs, and events are social media (71%), city website (41%), and neighborhood mailer (40%). The three ways they would most prefer are social media (66%), neighborhood mailer (35%), and emails from the department (34%).

RECREATION FACILITIES/AMENITIES: PRIORITIES FOR FACILITY INVESTMENTS

The Priority Investment Rating (PIR) was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed in recreation and parks investments. The Priority Investment Rating (PIR) equally weighs (1) the importance that residents place on amenities/facilities and (2) how many residents have unmet need for the amenity/facility.

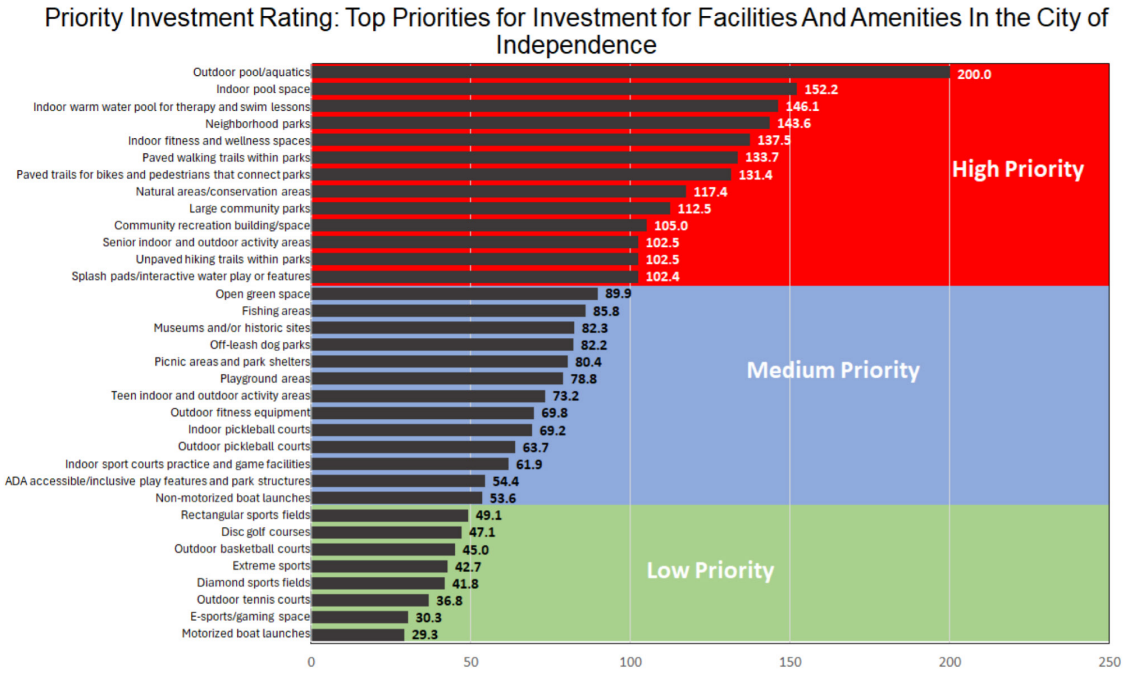


FIGURE 16 PRIORITY INVESTMENT RATINGS: FACILITIES AND AMENITIES

Based on the Priority Investment Rating (PIR), the following amenities/facilities were rated as high priorities for investments:

- Outdoor pool/aquatics (PIR=200)
- Indoor pool space (PIR=152.2)
- Indoor warm water pool for therapy and swim lessons (PIR=146.1)
- Neighborhood parks (PIR=143.6)
- Indoor fitness and wellness spaces (PIR=137.5)
- Paved walking trails within parks (PIR=133.7)
- Paved trails for bikes and pedestrians that connect parks (PIR=131.4)
- Natural areas/conservation areas (PIR=117.4)
- Large community parks (PIR=112.5)
- Community recreation building/space (PIR=105)
- Senior indoor and outdoor activity areas (PIR=102.5)
- Unpaved hiking trails within parks (PIR=102.5)
- Splash pads/interactive water play or features (PIR=102.5)

PRIORITIES FOR PROGRAMMING INVESTMENTS

Based the Priority Investment Rating (PIR), the following activities/programs were rated as high priorities for investment:

- Special events (PIR=200)
- Adult fitness and wellness programs (PIR=187.5)
- Life skill programs (PIR=155.9)
- Water fitness programs (PIR=154.4)
- Nature programs/environmental education (PIR=146.6)
- Programs for seniors (PIR=144.3)
- Programs that promote local history (PIR=135.8)
- Adult art/dance/performing arts (PIR=110.8)
- Water-based recreation programs (PIR=107.5)
- Youth learn to swim programs (PIR=103.4)
- Dog park programs (PIR=100)

The chart below shows the Priority Investment Rating for each of the 28 programs assessed on the survey.

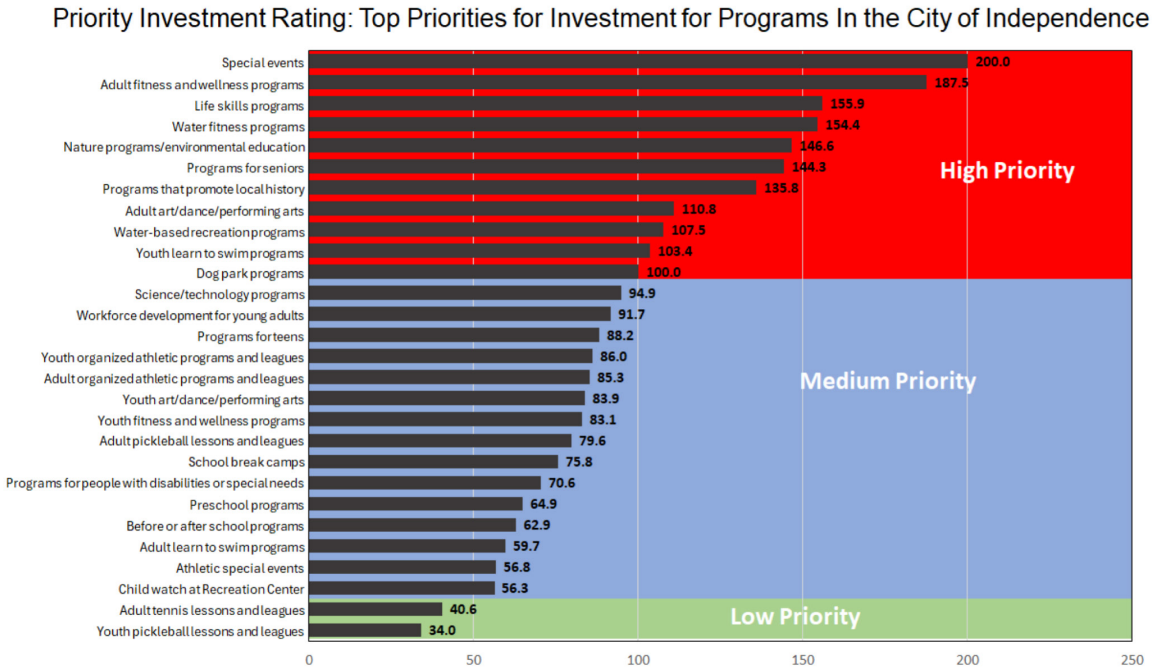
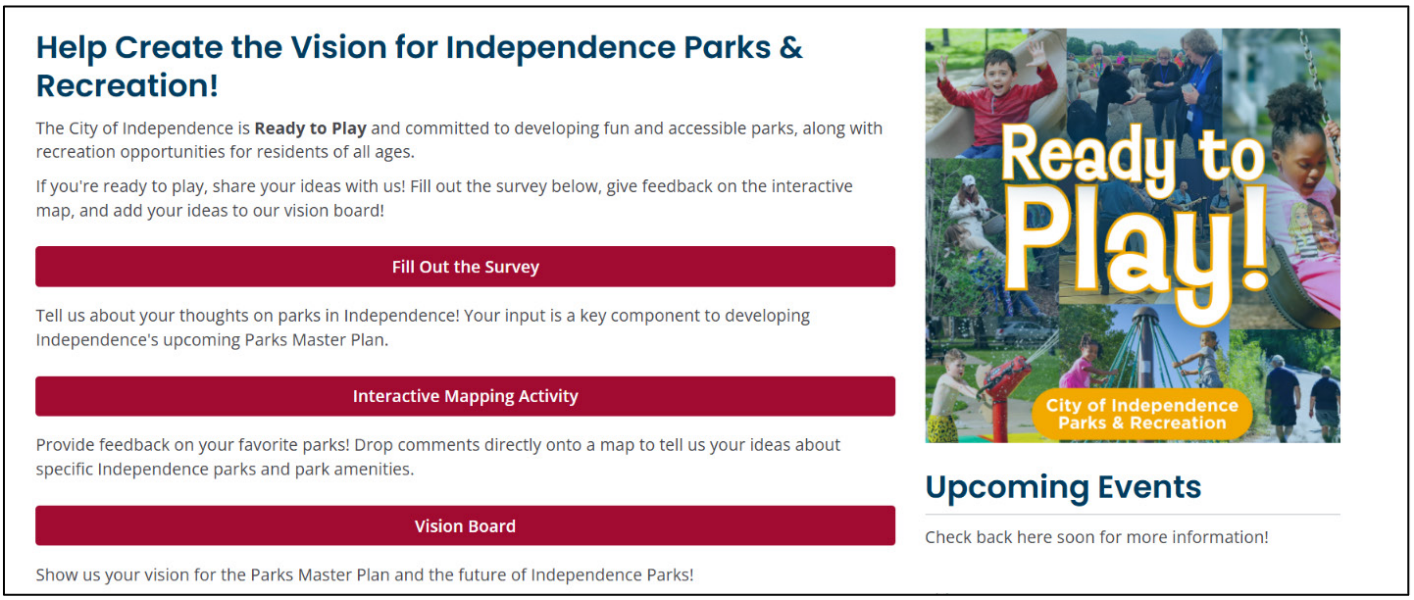


FIGURE 17 PRIORITY INVESTMENT RATING: PROGRAMS

2.4.2 ONLINE SURVEY AND PUBLIC FORUM (SOCIAL PINPOINT)

In April of 2025, Independence launched a project website for the master plan. The goal of the website, hosted through Social Pinpoint, was to provide ongoing updates to the community on the progress of the master plan and crowdsource input from the community on parks and recreation priorities. The website was "live" to the community through December of 2025 and also included features such as an online survey (available online from April – mid-November), an interactive social mapping activity, and a community vison board.

During this time, the website saw 1,092 total visits and had 288 total contributions to the survey, mapping activity and vision board.



2.4.3 YOUTH SURVEY

EXECUTIVE SUMMARY

Both an online survey and in-person or handwritten surveys were collected in the summer of 2025 (**Appendix B**) to gain a better understanding of the characteristics, preferences, and satisfaction levels of Independence youth for the Independence Parks and Recreation Department's ("Department") 2025 Master Plan. The survey responses were able to give insight into what activities youth in and around the City participate in, why youth do not participate in Department services and how youth prefer to receive information about parks and recreation services.

There were a few key takeaways from the survey. Survey respondents had the most interest in learning more about activities geared towards food or cooking, video games, swimming, camping/outdoors, or the arts. Additionally, respondents expressed that their top three favorite things to do at a park are visiting the playground, relaxing, and swimming.

Finally, data was collected that may help the Department reach these youth participants. For example, 67% of respondents said that they have not participated in Department programs in the past. The main reason respondents have not participated is because they are not aware of the programs being offered (57% of respondents). To mitigate this, respondents clarified that they prefer social media and word of mouth to find out about these programs and activities.

Additionally, over half of respondents said they primarily attend parks or facilities when with their parents, indicating that participants may be easier to reach if you can reach their parents.

METHODOLOGY

Survey responses were collected online through SurveyMonkey and in-person at various Independence events for just over six weeks, from August through September 2025 and the Department received a total of 107 responses.

At the same time, survey respondents had the option to skip certain questions, which led to some questions having a high number of skipped responses. However, each question was analyzed individually, meaning that skipped responses were not considered.

Please note the language used in this document is not always word for word with the survey. Some questions or responses were shortened for the sake of brevity.

DEMOGRAPHICS

Demographically, the survey was conducted by youth respondents ages 8 through 17. Ages 11 and 12 had the highest representation among survey respondents. More than 73% of respondents indicated that they live in Independence. Lastly, there was a wide range of responses for which school youth attend. The school that had the highest representation was Fort Osage High School, followed by Home School.

COMMUNICATIONS AND MARKETING

The top responses on how youth want to learn about future Department programs and activities included TikTok (20%), Word of Mouth (16%), Instagram (16%), and Facebook (16%). This indicates that the Department should enhance social media marketing to create engaging content that connects with Independence youth to improve awareness of services offered.

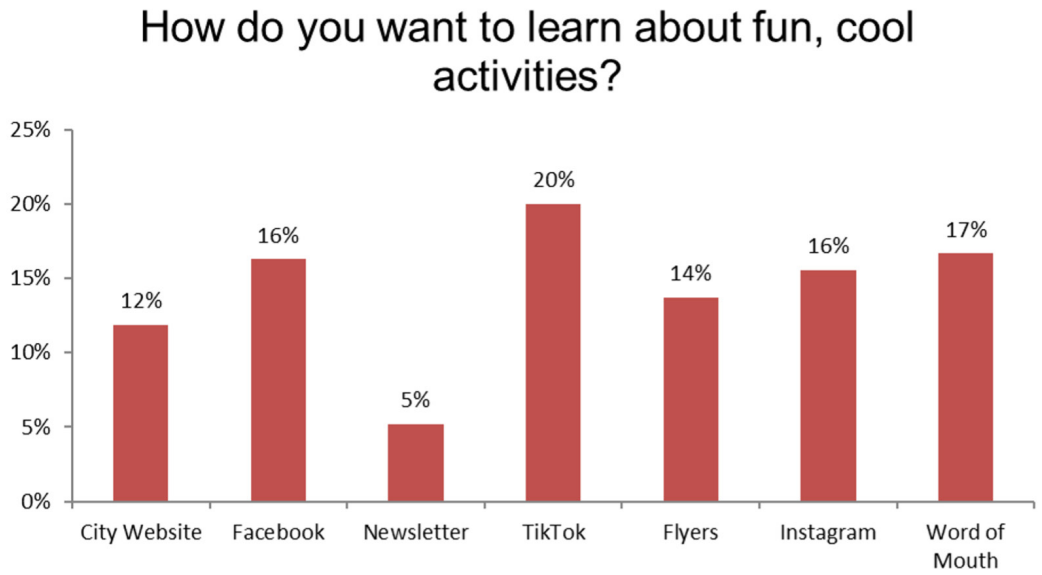


FIGURE 18 YOUTH SURVEY - COMMUNICATIONS AND MARKETING

Also, 67% of respondents stated that they have not participated in Department programs or events in the past. More than half of respondents stated the main reason is because they are not aware of programs that the Department offers.

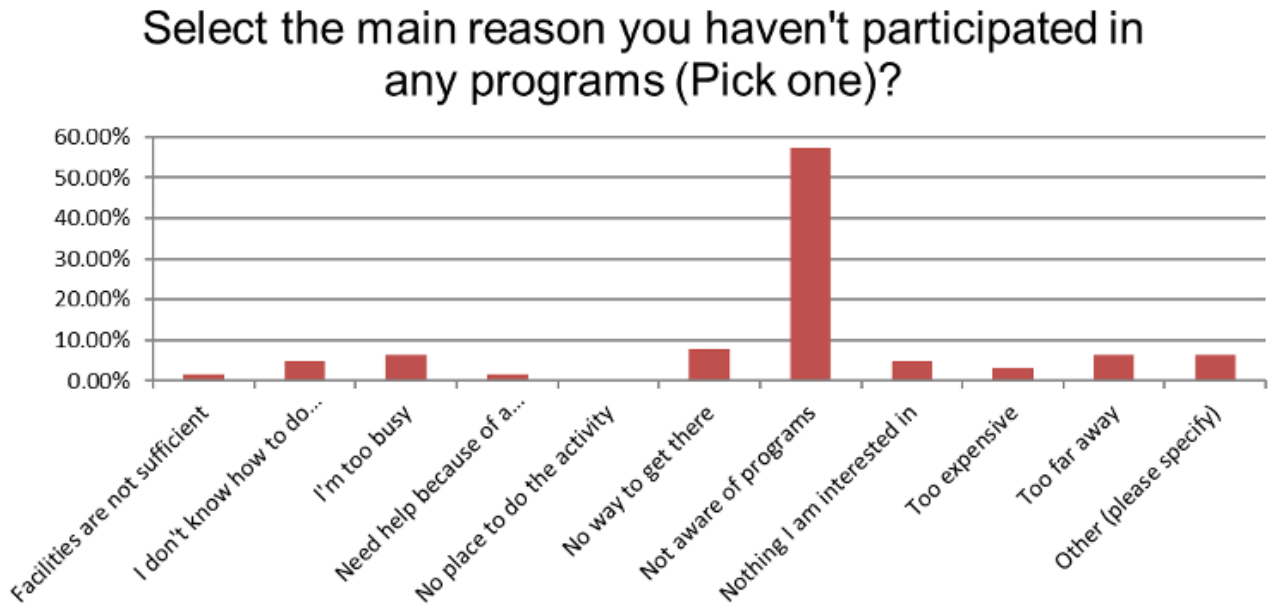


FIGURE 19 YOUTH SURVEY - PARTICIPATION IN PROGRAMS

YOUTH ACTIVITY PARTICIPATION

Independence youth were asked about activities that they participate in or wanted to learn more about. The top five activities were Food/Cooking, Video Games, Swimming, Camping/Outdoor Activities, and Watching Movies.

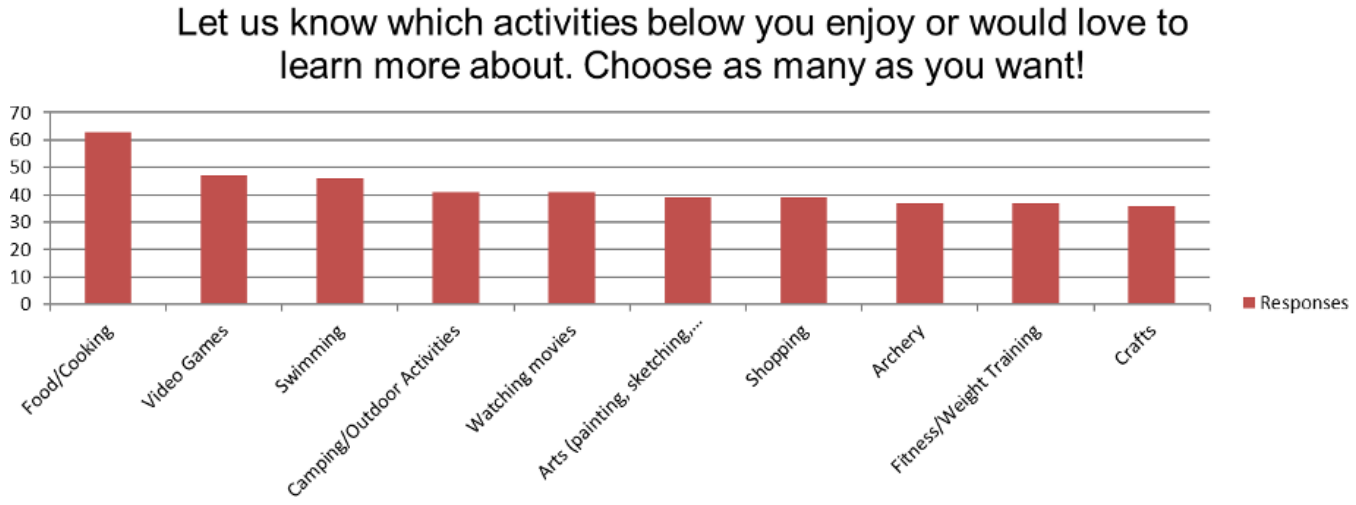


FIGURE 20 YOUTH SURVEY - ACTIVITIES YOUTH WOULD LIKE TO LEARN MORE ABOUT

When asked about their top three favorite things to do at a park, youth responded with Playground Fun, Relax and Chill, and Swim.

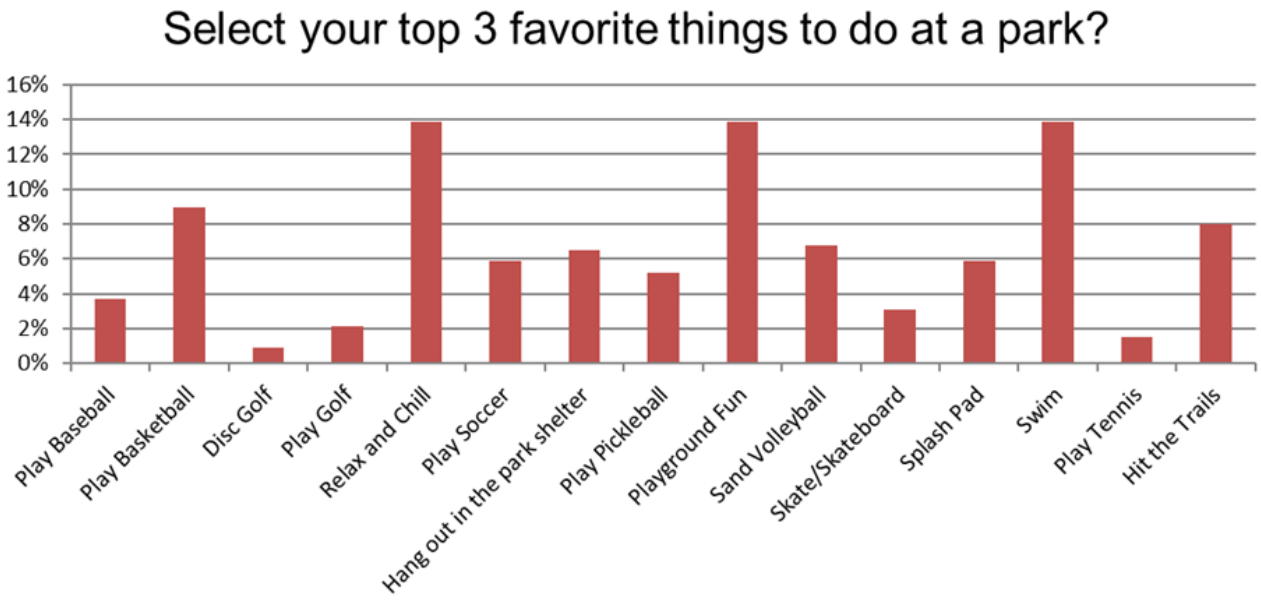


FIGURE 21 YOUTH SURVEY - FAVORITE THINGS TO DO AT A PARK

TRANSPORTATION METHODS

More than half of respondents selected “Parents drive me” as the top way that they get to a park or facility. And most youth are with parents or friends when visiting a park or facility.

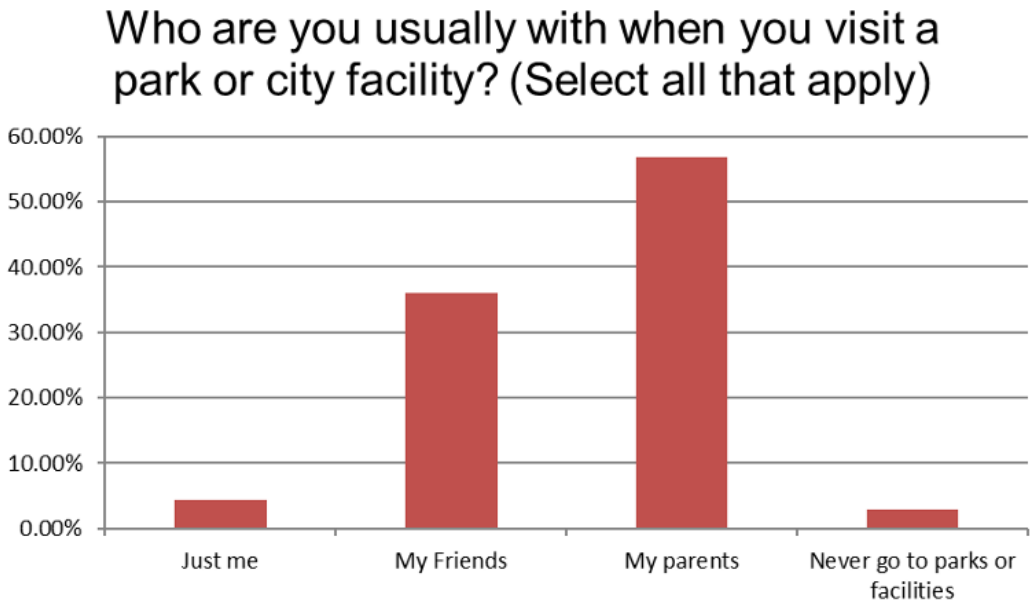


FIGURE 22 YOUTH SURVEY - WHO YOUTH VISIT PARKS WITH

SUMMARY

Overall, the results of the youth survey point to several opportunities for the Department. Strengthening marketing and outreach through youth-focused social media platforms, as well as parent and family communication channels, will help address the awareness gap. Program development should prioritize high-interest activities like cooking, gaming, outdoor recreation, swimming, and arts-based programming while creating low-barrier, drop-in opportunities to attract first-time participants. Continued youth engagement through surveys or focus groups will ensure that programs remain responsive to evolving interests, while investments in park amenities for play, relaxation, and family activities will help create welcoming spaces for youth and their families.



Storytelling at George Owens Nature Park

3 Existing And Future Parks, Facilities, And Amenities

3.1 Parks And Open Space Conditions

In March 2025, the consulting team assessed the City of Independence's parks and recreation facilities. The inventory list (**Appendix C**) shows all parks, green spaces, trails, and areas maintained by the Parks and Recreation Department. These assessments provided insight into the existing features, conditions, sizes, ages, and current maintenance levels of each park and facility.

The findings revealed a wide range in the age and condition of the playgrounds and equipment. Through this assessment, the team discovered that many parks and facilities have equipment that has exceeded its recommended lifespan. This facility inventory outlines the condition and age of each park, playground, feature, or facility, along with the status of its equipment.

Recommendations to renew and replace aging equipment annually will help maintain a safe and enjoyable park system. Park infrastructure, such as parking lots, trails, and recreational equipment, should also undergo regular maintenance and periodic updates to ensure optimal conditions for users.

Accessibility, as defined in this inventory, refers to physical locations or features that meet the requirements of the Americans with Disabilities Act (ADA). Listing accessibility for each park ensures that individuals with disabilities have equal access and opportunities. Examples include ramps at curbs, handrails, universally accessible equipment or structures, and properly graded parking lots and sidewalks.

METHODOLOGY

Inventory and assessment of each park visited included evaluation of the conditions exhibited on the site of various program elements and site features. Park program elements and site feature conditions were rated using a differential scale of Good/Fair/Poor. The definition for each of these condition ratings is as follows:

RATING SYSTEM

Assessment Rating Definition:

Good – The park facility improvements are 10-years old or less and provide the user with safe facilities and equipment. The facility meets the ADA Guidelines in place at the time of development. Overall, the park provides the user with an enjoyable recreation experience.

Fair – The park facility improvements are 20-years old or less and most of the facilities and equipment are in a reasonable condition. Some equipment and facilities are dated and do not provide the user with an enjoyable experience. In addition, there are portions of the facility and equipment that do not meet the current ADA Guidelines. Overall portions of the park facilities need updating.

Poor – The park facility improvements are 20-years or older and do not provide the users with safe facilities and equipment. Most of the equipment and facilities have reached or surpassed their lifespan and the recreation value is minimal. There are numerous issues where the current facilities are not ADA compliant. Overall, the majority if not all the facilities need renovation and replacement.

Program elements and site features contained within individual assessments indicate various constructed elements or activities supported on site. Specific examples of program elements and features include picnic areas, playgrounds, shelters or pavilions, ball fields, sport courts, etc. Each facility was evaluated relative to amenities/activities offered, location, condition, accessibility, and potential for future improvements and/or expansion. Additional information was gathered pertaining to facility sizes, maintenance, and level of usage. A photographic inventory was assembled for each facility to document findings. The inventory and analysis for each facility are included in **Appendix C**.

3.2 Park Classifications

In 1996, the National Recreation and Park Association (NRPA) published the Park, Open Space, and Greenway Guidelines, which have since served as a national standard to help communities define their own level of service based on current and future population needs.

A system-wide level of service approach is used to inventory major park facilities and amenities also including indoor recreation square footage, creating measurable performance indicators. This approach supports benchmarking against peer communities and past performance, helping to track progress and identify needs over time.

Independence's level of service may also include amenities not covered by national standards, reflecting local culture, demographics, and community priorities.

These classifications, combined with public input, guide the City and consulting team in aligning services with community needs and shaping recommendations based on existing assets and projected growth.

The following park classifications are based on NRPA standards and incorporate design best practices to ensure optimal use of newly developed properties.

POCKET PARK "MINI PARK"

A pocket park, also sometimes referred to as "mini park," should be up to a half of an acre; however, some mini parks are determined by need and potential benefits, not just by size. Mini parks are also used to repurpose land, enhance landscaping/charm, and preserve a cultural heritage location. Mini parks typically serve up to a quarter-mile radius and predominantly passive use.

- Size of park: Up to one half of an acre (usable area measured)
- Service radius: 0.25-mile radius

- Site Selection: In densely populated areas, downtown districts, along greenways, and where opportunities exist to beautify or capture local cultural heritage
- Length of stay: One half of an hour experience or less
- Amenities: One amenity (e.g., playground, picnic area, gazebo, public art); no restrooms; play area for ages 2-5 with some shaded elements; no reservable shelters; no non-producing/unused amenities; benches next to small play area or enhanced landscaping. Amenities are ADA compliant
- Landscape Design: Appropriate design to enhance the park theme/use/experience
- Revenue facilities: none
- Land usage: 100 percent passive
- Programming: Typically, none
- Maintenance Standards: Provide the highest-level maintenance with available funding
- Signage: Interpretive; cultural heritage, historical
- Parking: Typically, not required
- Lighting: Security or landscape lighting
- Naming: Consistent with the City's ordinances for naming of parks, or may be named after a prominent or historic person, event, or natural landmark
- Other: Customized to meet the needs of densely populated area; safety design meets established Crime Prevention through Environmental Design ("CPTED") standards; integrated color scheme throughout

NEIGHBORHOOD PARK

A neighborhood park should be 0.5 to 10 acres; however, some neighborhood parks are determined by use and facilities offered and not by size alone. The service radius for a neighborhood park is one half mile or six blocks. Neighborhood Parks should have safe pedestrian access for surrounding residents; parking may or may not be included but if included accounts for less than ten cars and provides ADA access. Neighborhood Parks serve the recreational and social focus of the adjoining neighborhoods and contribute to a distinct neighborhood identity.

- Size of park: one half to 10 acres (usable area measured). Preferred size is at least three acres
- Service radius: 0.5-mile radius
- Site Selection: On a local or collector street. If near an arterial street, provide natural or artificial barrier. Where possible, next to a school. Encourage location to link subdivisions and linked by trails to other parks
- Length of stay: One hour experience or less
- Amenities: One signature amenity (e.g., major playground, spray ground park, sport court, gazebo); no restrooms unless necessary for signature amenity; may include one non-programmed sports field; playgrounds for ages 2-5 and 5-12 with some shaded elements; no reservable shelters; loop trails; one type of sport court; no non-producing/unused amenities; benches, small picnic shelters next to play areas. Amenities are ADA compliant
- Landscape Design: Appropriate design to enhance the park theme/use/experience
- Revenue facilities: none
- Land usage: 85 percent active/15 percent passive
- Programming: Typically, none but a signature amenity may be included which is programmed
- Maintenance Standards: Provide the highest-level maintenance with available funding.
- Signage: Directional signage and facility/amenity regulations to enhance user experience
- Parking: Design should include a widened on-street parking area adjacent to park. The goal is to maximize usable park space. As necessary, provide 5-10 spaces within the park including handicap spaces. Traffic calming devices encouraged next to park
- Lighting: Security or amenity only. Lighting on dual system with 50 percent of lights off at a set time and 50 percent on all night for security
- Naming: Consistent with the City's ordinances for naming of parks, or may be named after a prominent or historic person, event, or natural landmark

- Other: Customized to demographics of neighborhood; safety design meets established CPTED standards; integrated color scheme throughout

COMMUNITY PARK

Community Parks are intended to be accessible to multiple neighborhoods and should focus on meeting community-based recreational needs, as well as preserving unique landscapes and open spaces. Community Parks are generally larger in scale than neighborhood parks, but smaller than regional parks and are designed typically for residents who live within a three-mile radius. When possible, the park may be developed adjacent to a school. Community Parks provide recreational opportunities for the entire family and often contain facilities for specific recreational purposes: athletic fields, swimming pool, tennis courts, extreme sports amenity, recreation center, loop trails, picnic areas, reservable picnic shelters, sports courts, permanent restrooms, large turfed and landscaped areas and a playground or spray ground. Passive outdoor recreation activities such as meditation, quiet reflection, and wildlife watching also take place at Community Parks.

Community Parks generally range from 10 to 100 acres depending on the size of a community. Community Parks serve a larger area – radius of one to three miles and contain more recreation amenities than a Neighborhood Park.

- Size of park: 10 to 70 acres normally. Can be up to 100 acres (usable area measured needs to be up to 70 acres).
- Service radius: One to three-mile radius
- Site Selection: On two collector streets minimum and preferably one arterial street. If near arterial street, provide natural or artificial barrier. Minimal number of residences abutting site. Preference is streets on four sides, or three sides with school or municipal use on fourth side. Encourage trail linkage to other parks
- Length of stay: Two to three hours experience
- Amenities: Four signature amenities at a minimum: (e.g., trails, sports fields, large shelters/ pavilions, community playground for ages 2-5 and 5-12 with some shaded elements, recreation center, pool or family aquatic center, sports courts, water feature); public restrooms, ample parking, and security lighting. Amenities are compliant with ADA. Sport Fields and Sport Complexes are typical at this park.
- Revenue facilities: One or more (e.g., pool, sports complex, pavilion)
- Land usage: 65 percent active and 35 percent passive
- Programming: Minimum of four essential program services (e.g., sports, day camps, aquatics)
- Maintenance Standards: Provide the highest-level maintenance with available funding
- Parking: Sufficient to support the amenities; occupies no more than 10 percent of the park. Design should include a widened on-street parking area adjacent to the park. The goal is to maximize usable park space. Traffic calming devices encouraged within and next to the park
- Lighting: Amenity lighting includes sport field light standards. Security lighting on dual system with 50 percent of lights off at a set time and 50 percent on all night for security
- Signage: Directional signage and facility/ amenity regulations to enhance user experience. May include kiosks in easily identified areas of the facility
- Landscape Design: Appropriate design to enhance the park theme/use/experience. Enhanced landscaping at park entrances and throughout park
- Naming: Consistent with the City's naming right ordinance, may be named after a prominent or historic person, event, or natural landmark
- Other: Strong appeal to surrounding neighborhoods; integrated color scheme throughout the park; partnerships developed with support groups, schools and other organizations; loop trail connectivity; linked to Regional Park, trail or recreation facility; safety design meets established CPTED standards. Telephone/ Cable TV/Fiberoptics conduit.

REGIONAL PARK

A regional park serves a large area of several communities, residents within a city, city or county, or across multiple counties. Depending on activities within a regional park, users may travel as many as 60 miles for a visit. Regional parks include recreational opportunities such as soccer, softball, golf, boating, camping, conservation-wildlife viewing and fishing. Although regional parks usually have a combination of passive areas and active facilities, they are likely to be predominantly natural resource-based parks.

A common size for a regional park is 100 to 1,000 acres but some parks can be up to 5,000 acres in size. This depends upon the size of the community and land availability. A regional park focuses on activities and natural features not included in most types of parks and often based on a specific scenic or recreational opportunity. Facilities could include those found in a Community Park and have specialized amenities such as an art center, amphitheater, boating facility, golf course, or natural area with interpretive trails. Regional parks can and should promote tourism and economic development. Regional parks can enhance the economic vitality and identity of the entire region.

- Size of park: 70 to 1,000+ acres
- Service radius: Three mile and greater radius, depending upon experiences
- Site Selection: Prefer location which can preserve natural resources on-site such as wetlands, streams, and other geographic features or sites with significant cultural or historic features. A significantly large parcel of land. Access from public roads capable of handling anticipated traffic.
- Length of stay: All day experience
- Amenities: 10 to 12 amenities to create a signature facility (e.g., golf course, tennis complex, sports complex, lake, regional playground, 3+ reservable picnic shelters, camping, outdoor recreation/extreme sports, recreation center, pool, gardens, trails, zoo, specialty facilities); public restrooms, concessions, restaurant, ample parking, special event site. Sport Fields and Sport Complexes are typical at this park.
- Revenue facilities: More than two; park designed to produce revenue to offset operational costs
- Land usage: Up to 50 percent active/50 percent passive
- Programming: More than four recreation experiences per age segment with at least four core programs provided
- Maintenance Standards: Provide the highest-level maintenance with available funding
- Parking: Sufficient for all amenities. Traffic calming devices encouraged within and next to park
- Lighting: Amenity lighting includes sport field light standards. Security lighting on dual system with 50 percent of lights off at a set time and 50 percent on all night for security
- Signage: Directional signage and facility/amenity regulations to enhance user experience, can include kiosks in easily identified areas of the facility
- Landscape Design: Appropriate design to enhance the park theme/use/experience. Enhanced landscaping at park entrances and throughout park
- Naming: Consistent with the City's naming ordinance, may be named after a prominent or historic person, event, or natural landmark
- Other: Safety design may meet CPTED safety standards; integrated color scheme throughout the park; linked to major trails systems, public transportation available, concessions, food and retail sales available, dedicated site managers on duty. Telephone/Cable TV/Fiberoptics conduit.

SPECIAL RECREATION AREAS/PARKS/ FACILITIES

Special Use facilities are those spaces that do not fall within a typical park classification. A major difference between a Special Use facility and other parks is that they usually serve a single purpose whereas other park classifications are designed to offer multiple recreation opportunities. It is possible for a Special Use facility to be located inside another park. Special Use facilities generally fall into three categories:

Historic/Cultural/Social Sites – unique local resources offering historical, educational, and cultural opportunities. Examples include historic downtown areas, commercial zones, plaza parks, performing arts parks, arboretums, display gardens, performing arts facilities, indoor theaters, churches, and amphitheaters. These sites are frequently located in Community or Regional Parks.

Golf Courses – nine and 18-hole complexes with ancillary facilities such as club houses, driving ranges, program space and learning centers. These facilities are highly maintained and support a wide age level of males and females. Programs are targeted for daily use play, tournaments, leagues, clinics and special events. Operational costs come from daily play, season pass holders, concessions, driving range fees, earned income opportunities and sale of pro shop items

Indoor Recreation facilities – specialized or single purpose facilities. Examples include community centers, senior centers and community theaters. These are frequently located in Community or Regional Parks.

Outdoor Recreation facilities – Examples include aquatic parks, disc golf, skateboard, BMX, and dog parks, which may be in a park.

- Size of park: Depends upon facilities and activities included. Their diverse character makes it impossible to apply acreage standards
- Service radius: Depends upon facilities and activities included. Typically serves special user groups while a few serve the entire population
- Site Selection: Given the variety of potential uses, no specific standards are defined for site selection. As with all park types, the site itself should be located where it is appropriate for its use.
- Length of stay varies by facility
- Amenities: varies by facility
- Revenue facilities: Due to nature of certain facilities, revenue may be required for construction and/or annual maintenance. This should be determined at a policy level before the facility is planned and constructed
- Land usage: varies by facility
- Programming: varies by facility
- Maintenance Standards: Provide the highest-level maintenance with available funding
- Parking: On-street or off-street parking is provided as appropriate. Design should include a widened on-street parking area adjacent to the park. The goal is to maximize usable park space. As necessary, provide five to 10 spaces within the park including handicap spaces. Traffic calming devices encouraged next to park
- Lighting: Security or amenity only. Lighting on dual system with 50 percent of lights off at a set time and 50 percent on all night for security
- Signage: Directional signage and facility/amenity regulations to enhance user experience
- Landscape Design: Appropriate design to enhance the park theme/use/experience
- Naming: Follows City ordinance for naming or may be named after a prominent or historic person, event, or natural landmark
- Other: Integrated color scheme throughout the park; safety design meets established CPTED standards. Telephone/Cable TV/Fiberoptics conduit as appropriate.

GREENBELT/TRAILS

Greenbelts/Trails/Paseos are recognized for their ability to connect people and place and often include either paved or natural trails. Trails can also be loop trails in parks. Linking neighborhoods, parks, recreation facilities, attractions, and natural areas with a multi-use trail fulfills two guiding principles simultaneously: protecting natural areas along river and open space areas and providing people with a way to access and enjoy them. Multi-use trails also offer a safe, alternative form of transportation; provide substantial health benefits, habitat enhancements for plants and wildlife, and unique opportunities for outdoor education and cultural interpretation.

- Size: Typically, at least 30-foot width of unencumbered land for a Greenbelt or Paseo. May include a trail to support walk, bike, run, equestrian type activities.

Typically, an urban trail is 10-foot wide to support pedestrian and bicycle uses. In open space areas, trails include 2 feet of decomposed granite on both sides of the trail for walkers and cyclists. Trails incorporate signage to designate where a user is located and where the trails connect in the city.

- Equestrian uses can occur in both urban and open space settings by adding 10 more feet of space to separate equestrian usage from pedestrian/bike usage. In urban settings, equestrian use includes five foot of decomposed granite plus a five-foot landscaped separation from the pedestrian/bike trail. In open space settings, equestrian use includes five foot of harrowed soil plus a five-foot natural separation from the pedestrian/bike trail
- Site Selection: Located consistent with approved Trails Master Plan
- Amenities: Parking and restrooms at major trailheads. May include small parks along the trail
- Maintenance standards: Demand based maintenance with available funding
- Lighting: Security lighting at trailheads and high use areas. Lighting on dual system with 50 percent of lights off at a set time and 50 percent on all night for security
- Signage: Mileage markers at half mile intervals. Interpretive kiosks as deemed appropriate
- Landscape Design: Coordinated planting scheme in urban areas. Limited or no planting in open space areas
- Other: Connectivity to parks or other City attractions and facilities is desirable

WATERWAY CORRIDORS

Waterway Corridors are land adjacent to and including the course of a river or creek. Waterway corridors typically include the width in which the river meanders at a minimum. These corridors are mostly undeveloped due to being within a floodplain but may include natural or paved trails. In some instances, the corridor may have access points for public and/or private outfitters and individuals interested in traveling on the water. Corridors are also known within cities to include parks and open space that have been developed as a destination with amenities and viewing areas. Grasslands under power line corridors are one example; creek areas are another. Open Space contain natural resources that can be managed for recreation and natural resource conservation values such as a desire to protect wildlife habitat, water quality and endangered species. Open Space also can provide opportunities for nature based, unstructured, low-impact recreational opportunities such as walking and nature viewing.

CONSERVATION AREAS

Conservation areas are land that is protected with defined purposes and/or limitations on development. Conservation areas can include land with architectural, historical or environmental interests that have been identified as important to preserve. Architectural conservation describes the material, historical, and/or design integrity of structures and the process by which the heritage is prolonged through carefully planned restoration and use. Historical conservation seeks to preserve buildings, landscapes, and artifacts that are of historical significance. Environmental conservation is the protection of land, resources, natural flora and fauna. Environmental conservation can also be the preservation of land for natural beauty, wildlife habitats and wildlife migration.

3.3 Level Of Service Analysis

3.3.1 INTRODUCTION

A level of service analysis has been conducted based on the park sites, trails, open space, amenities, and indoor and outdoor facilities offered by Independence.

Level of Service (LOS) standards serve as guidelines that delineate service areas based on population, which support investment decisions related to parks, facilities, and amenities. These standards are periodically updated to align with industry trends and changes in community demographics, as well as community needs.

The park facility standards are assessed by drawing from a variety of resources. These included market trends, demographic data, community input, stakeholder feedback, and general observations. The standards are based on population figures for 2025 and 2030, representing the latest estimates available during the analysis. The National Recreation and Park Association's ("NRPA") "Park Metrics" database, which collects parks and recreation inventory data from agencies across the county, has also been included in the analysis. Finally, the existing level of service was derived from an analysis of Independence offerings and does not include other types of providers that might be present in the City. This information enabled the customization of standards specifically for Independence. In certain instances, parks, trails, facilities, or amenities have the same number for current and recommended levels of service. This is due to Independence having a quantity that is higher than the regional benchmark.

Finally, these LOS standards should be regarded as a reference point. They should be supplemented by practical wisdom and context-specific judgment, considering the unique needs and circumstances of the community. By applying these standards to Independence's population, any discrepancies or excesses in park and facility offerings become evident.

3.3.2 FINDINGS

According to the Level of Service analysis (**Appendix J**), Independence has several current and 5-year forecasted needs for parkland, trails, outdoor facilities, and indoor recreation space. Based on the 2025 population (123,102), current needs exist in these categories:

Parkland: Currently, Independence has 6.88 acres per 1,000 residents. According to National Recreation and Park Association ("NRPA") Park Metrics, the median average for populations between 100,000 and 250,000 is 9 acres per 1,000 people. To get to a recommended service level of 7.40 acres per 1,000 people, Independence currently needs 64.24 developed park acres.

Paved and Unpaved Trails: Independence has 25.30 paved trail miles and 4.35 unpaved trail miles, totaling 29.65 miles, in its current inventory. This is close to the NRPA median average (29) for populations between 100,000 and 250,000 people. Based on a recommended service level of .18 paved and .04 unpaved trail miles per 1,000 residents, Independence has a current need for .57 unpaved trail miles.

Outdoor Facilities: According to recommended levels of service, Independence has a need for outdoor pools (2).

Indoor Recreation Space: Independence has a current need of 56,867 square feet for indoor recreation/community space and 61,551 square feet for indoor aquatic space.

INDOOR SPECIAL USE FACILITIES

In addition to parkland, trails, and indoor and outdoor facilities and amenities, the Independence Parks and Recreation Department also manages several indoor special use facilities that include historic sites, Cable Dahmer Arena (through contracted management services), Woodlawn Cemetery offices and shop, George Owens Nature Park Dewitt Center and Park Lodge, as well as the Park Maintenance Shop. Below is an overview of the special use and support facilities that the Department currently operates.



Learning about reptiles at George Owens Nature Park

SPECIAL USE AND RECREATION FACILITIES				
Site	**Type**	**Location**	**District**	**Square Feet**
1827 Log Courthouse	City Tourism Site	107 W. Kansas	1	1,600
Bingham Waggoner Estate	City Tourism Site	313 W. Pacific	1	20,320
Cable Dahmer Arena	City Arena	19100 E. Valley View Pkwy.	3	182,308
Chicago & Alton RR Depot	City Tourism Site	318 W. Pacific	1	2,100
Historic Fire House #1	City Tourism Site	223 N. Main	1	1,200
MO Model RR Museum	City Tourism Site	312 W. Pacific	1	13,439
Nat. Frontier Trails Museum	City Tourism Site	416 W Maple Ave	1	15,350
Pioneer Spring Cabin	City Tourism Site	312 W. Pacific	1	575
Truman Depot	City Tourism Site	600 S Grand Ave	1	2,400
Vaile Mansion	City Tourism Site	1500 N Liberty	1	14,000
Woodlawn Cemetery (office & shop)	City Greenspace	701 S. Noland Rd.	2	3,150
		Special Use Recreation Facilities		**256,442**
Adventure Oasis	City Recreation Facility	2100 S. Hub Dr.	2	8,369
George Owens Nature Park Dewitt Center	City Recreation Facility	1601 S. Speck Road	2	6,750
George Owens Nature Park Lodge	City Recreation Facility	1601 S. Speck Road	2	3,517
Independence Uptown Market	City Recreation Facility	201 W. Truman Rd.	1	14,406
The Palmer Center	City Recreation Facility	218A N. Pleasant St.	1	22,320
Roger T. Sermon Community Center	City Recreation Facility	201 N. Dodgion Ave.	1	51,943
Truman Memorial Building (not including lower level)	City Recreation Facility	416 W. Maple	1	28,850
		Recreation/Community Facilities		**136,155**

3.3.3 KEY FOCUS AREAS

According to the Statistically Valid 2025 Community Needs Survey, there are several “high” priority areas that residents identified. Among these are additional developed park acres, paved and unpaved trails, splash pads and outdoor pools, as well as indoor recreation and aquatic space.

Independence should consider adapting to current changing trends and demographics when strategically addressing investment into specific parks, trails, and facilities or amenities. These steps are recommended to develop a strategy on investing resources into current and future community priorities.

- Evaluate utilization trends and overall conditions of the facility or amenity: Identify how the facility is being used by tracking usage patterns including frequencies, peak times, and user demographics. Also, develop an annual cost to maintain for each facility and amenity type. Using this data, create a facility condition index that identifies facilities and amenities with low utilization, high maintenance costs, or those that are nearing the end of their life to prioritize for reassessment.
- Analyze community demand and market trends: Use this data to ensure that removal or repurposing specific facilities or amenities does not disproportionately impact underserved areas of the city.
- Consider using a more qualitative approach to the level of service analysis. Instead of achieving a specific standard for quantity, consider whether the community has the right level of access, or if the facility or amenity has the right functionality or relevance to that neighborhood’s needs. For example, underused ball diamonds could be converted to rectangular fields in specific parks.
- Engage the community and specific neighborhoods through surveys, focus groups, and on-site workshops to help build an understanding of expectations for specific parks, facilities and amenities.

- Finally, once all the necessary data has been collected, decide on one of three approaches:
  - Upgrading or repurposing facilities and amenities to serve current and emerging priorities
  - Converting underutilized assets into more flexible, multiuse spaces
  - Removing unused or failing facilities and amenities and reinvest operational and capital funds on other park system needs

3.3.4 SUMMARY

Independence's level of service analysis evaluated the city's parks, trails, and recreation facilities to understand how well they meet community needs now and in the future. The analysis used population projections for 2025 and 2030, along with input from residents, stakeholders, and market data, to set local standards for parks and amenities. These standards serve as flexible guidelines to help identify where the city may have too much or too little of certain facilities. Overall, Independence has several needs, particularly with developed park acreage, aquatic facilities and indoor recreation space.

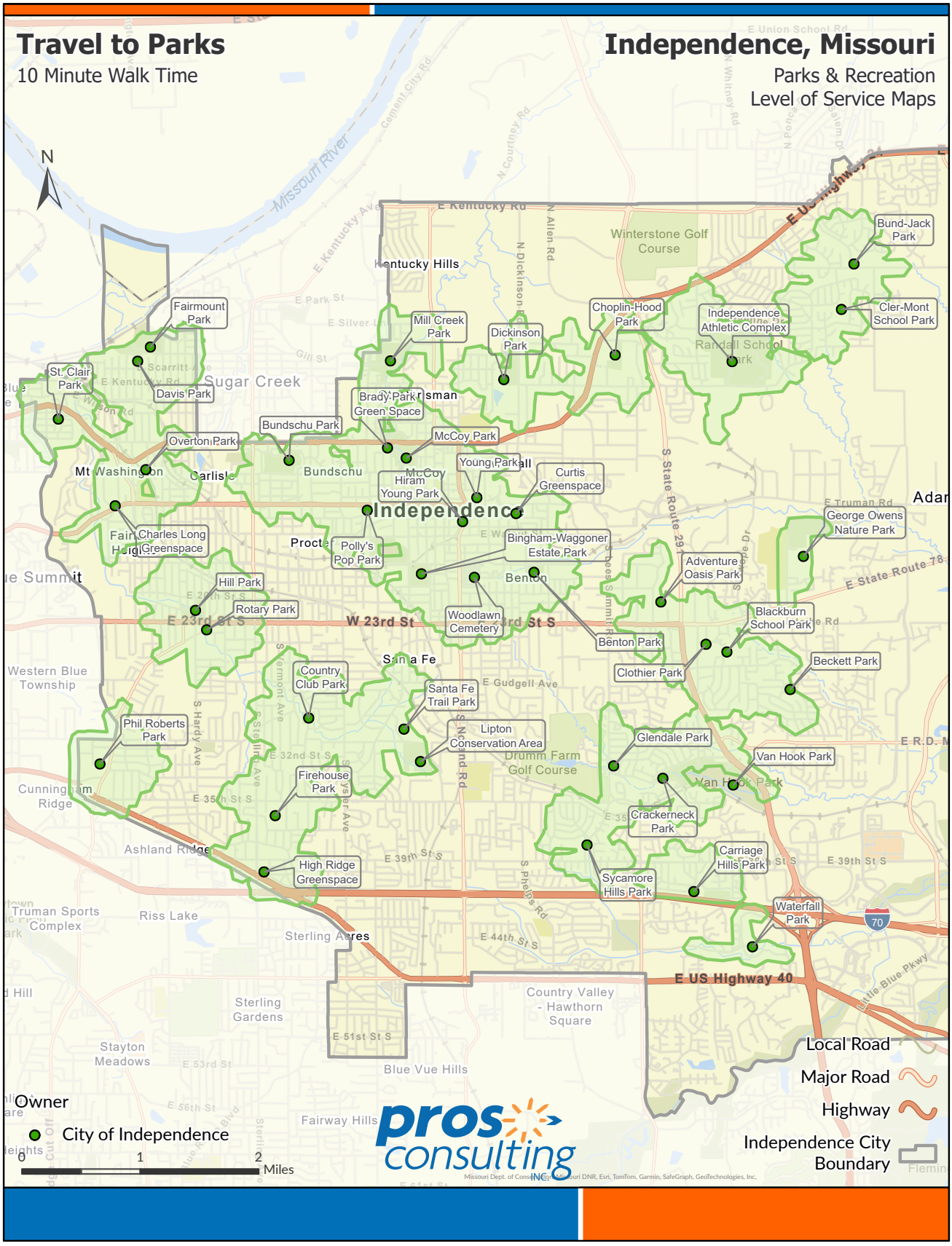
To stay aligned with changing trends and demographics, Independence should evaluate facility use, analyze costs and conditions, and engage the community before deciding whether to upgrade, repurpose, or remove certain facilities and amenities. For indoor facilities, similar steps are recommended including tracking usage and rethinking underutilized spaces to accommodate changing recreation needs in the community.



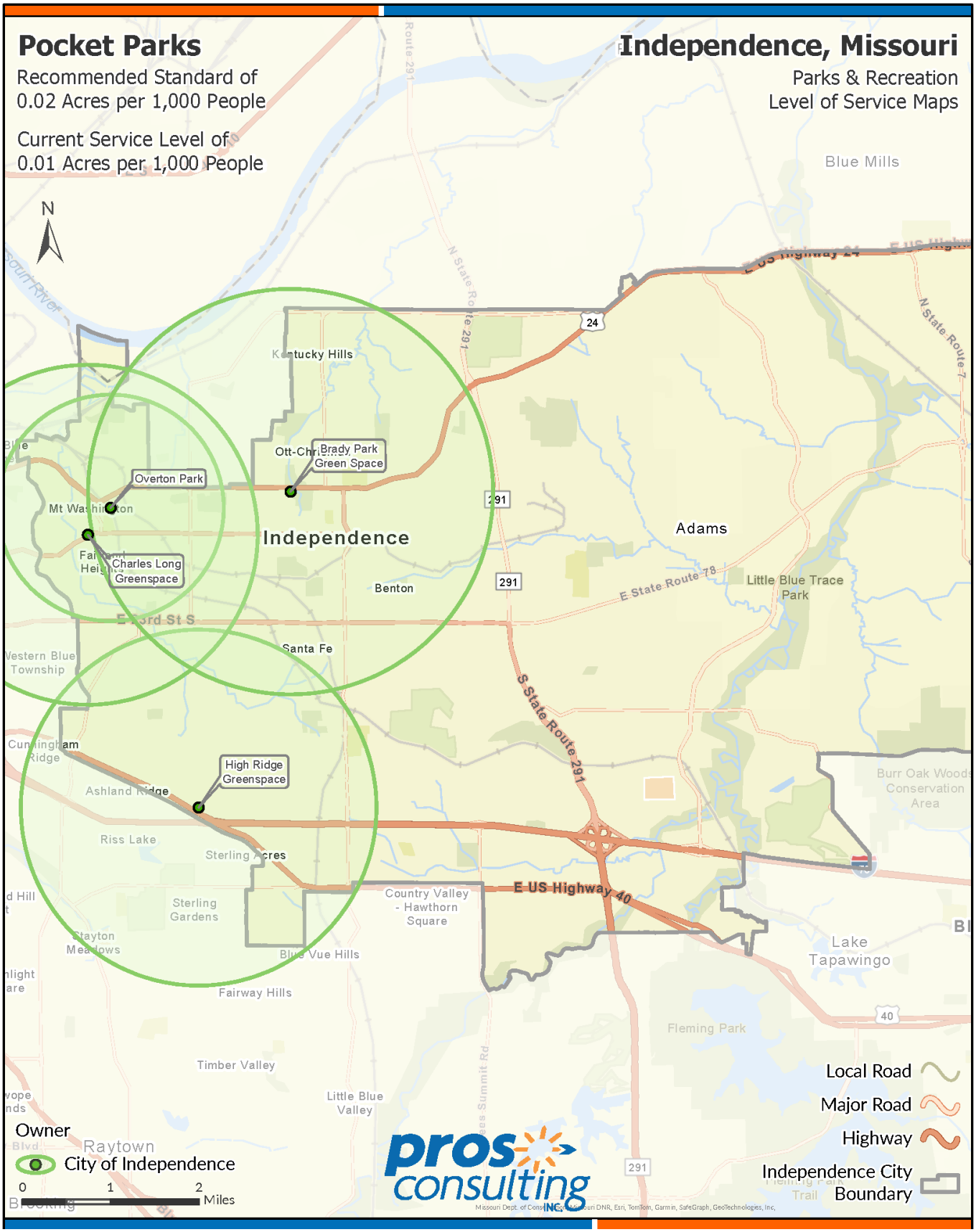
Glendale Park Playground

3.4 Mapping

3.4.1 10 MINUTE WALK TIME TO PARKS

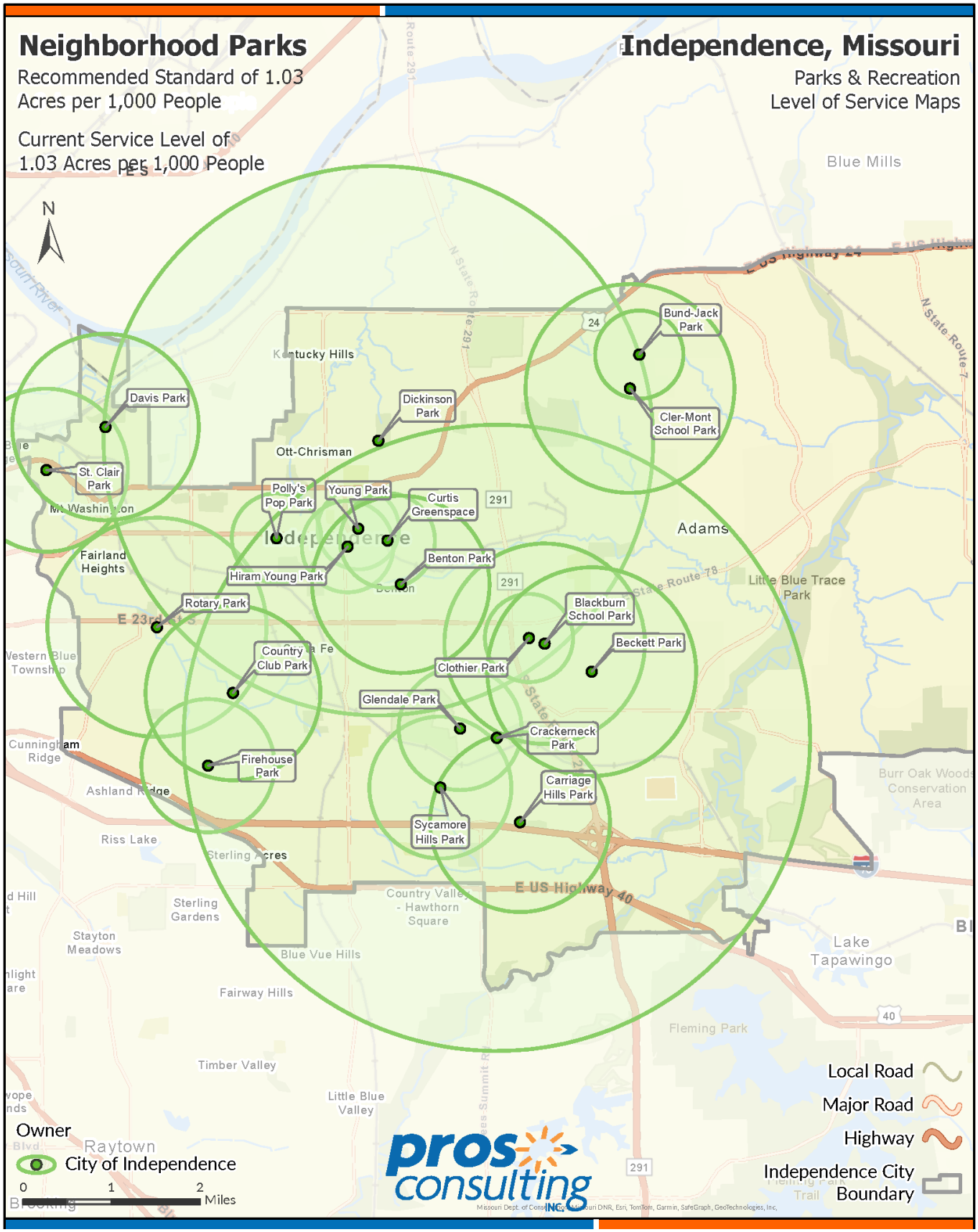


3.4.2 POCKET PARKS

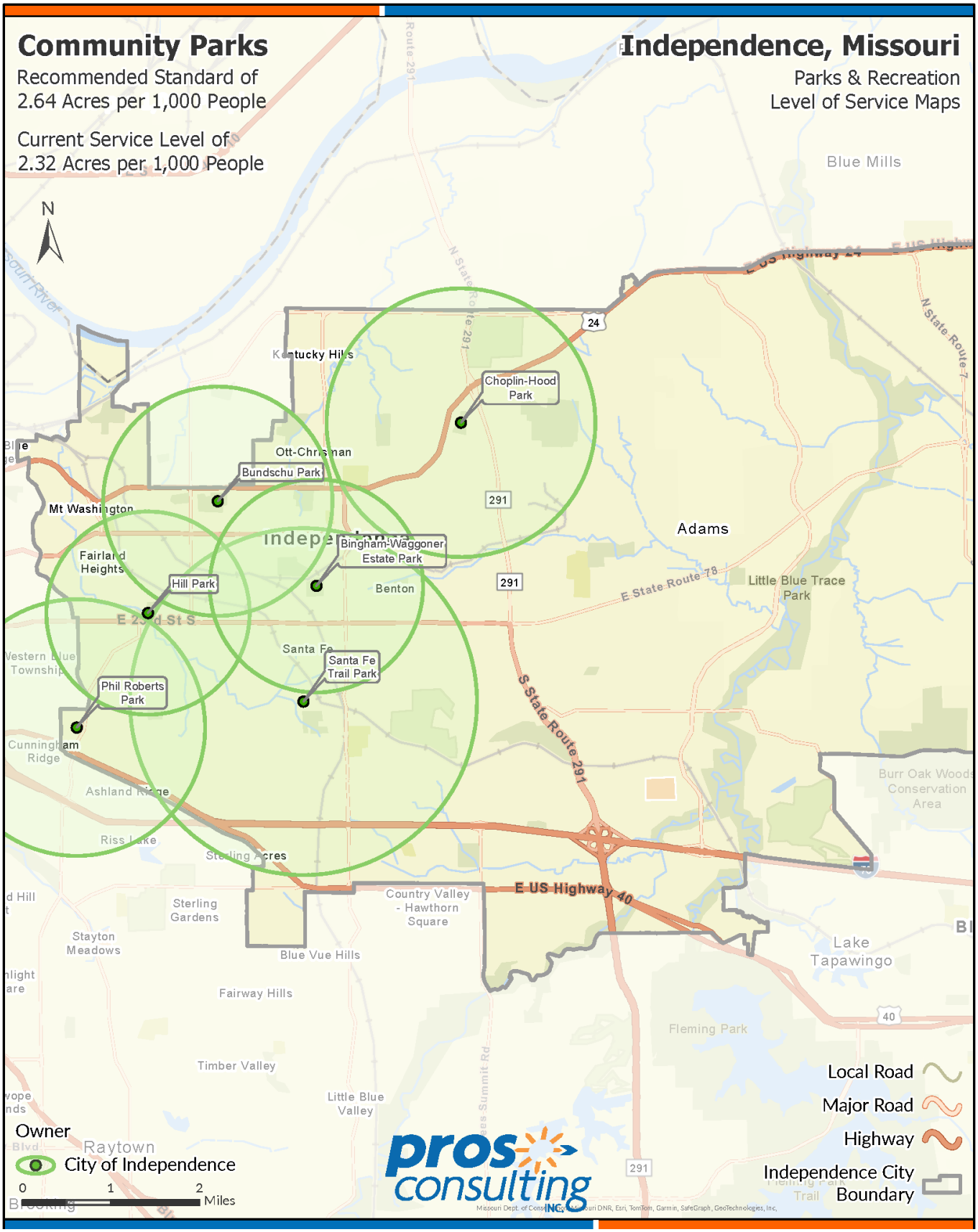


3.4.3 NEIGHBORHOOD PARKS

Independence's current service level of 1.03 acres of neighborhood parks per 1,000 people has been established as the recommended standard for the City's population projections and level of service needs.

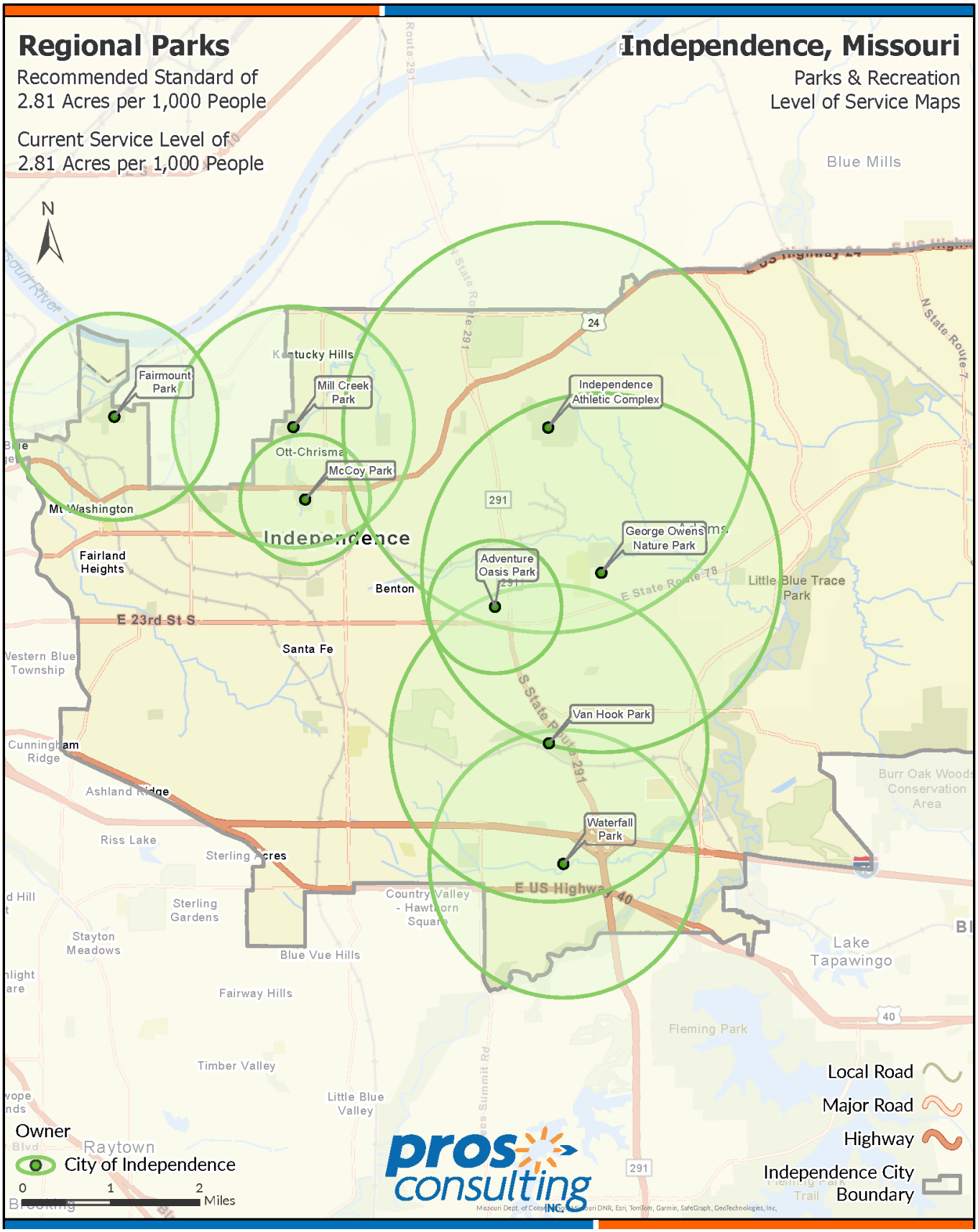


3.4.4 COMMUNITY PARKS

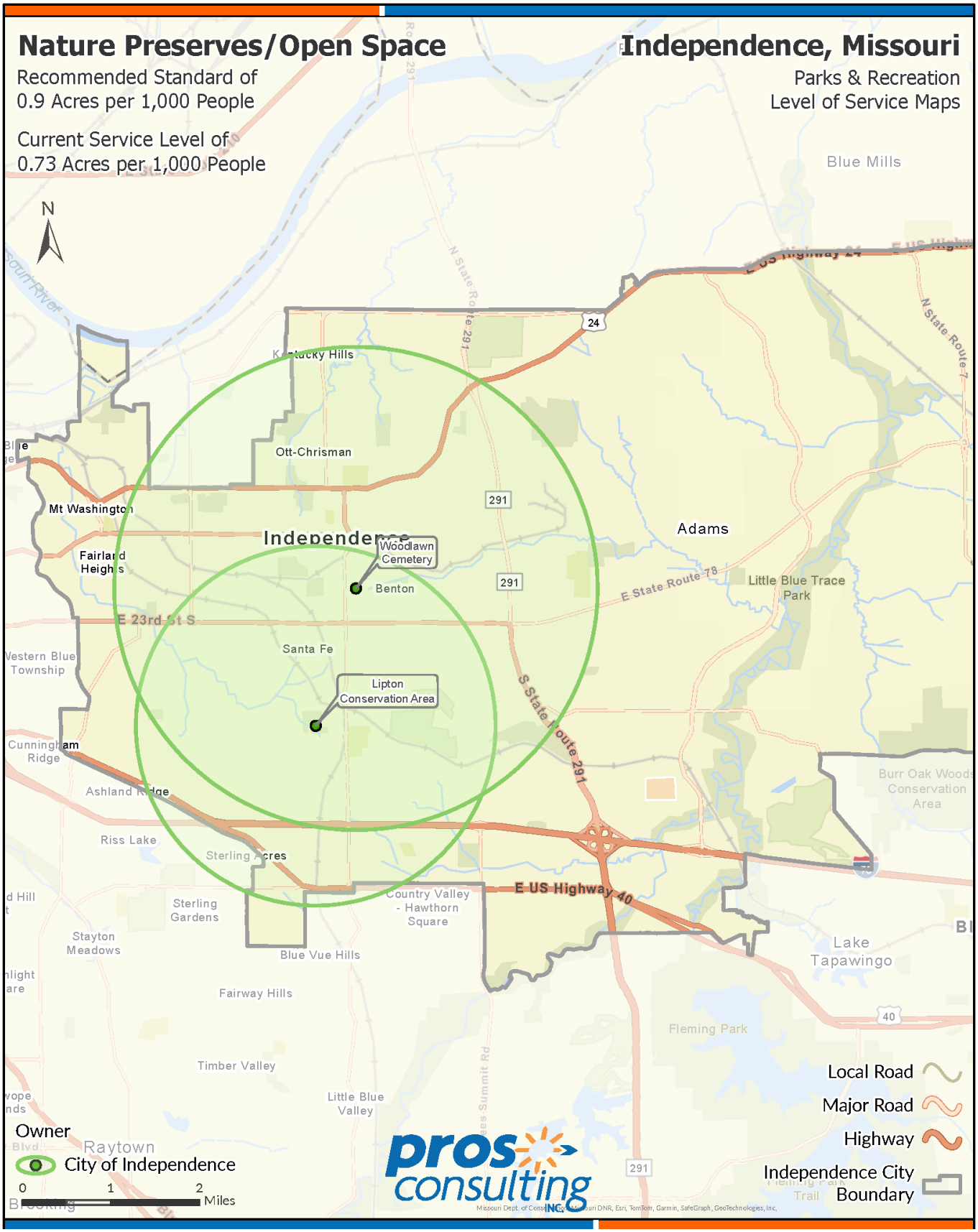


3.4.5 REGIONAL PARKS

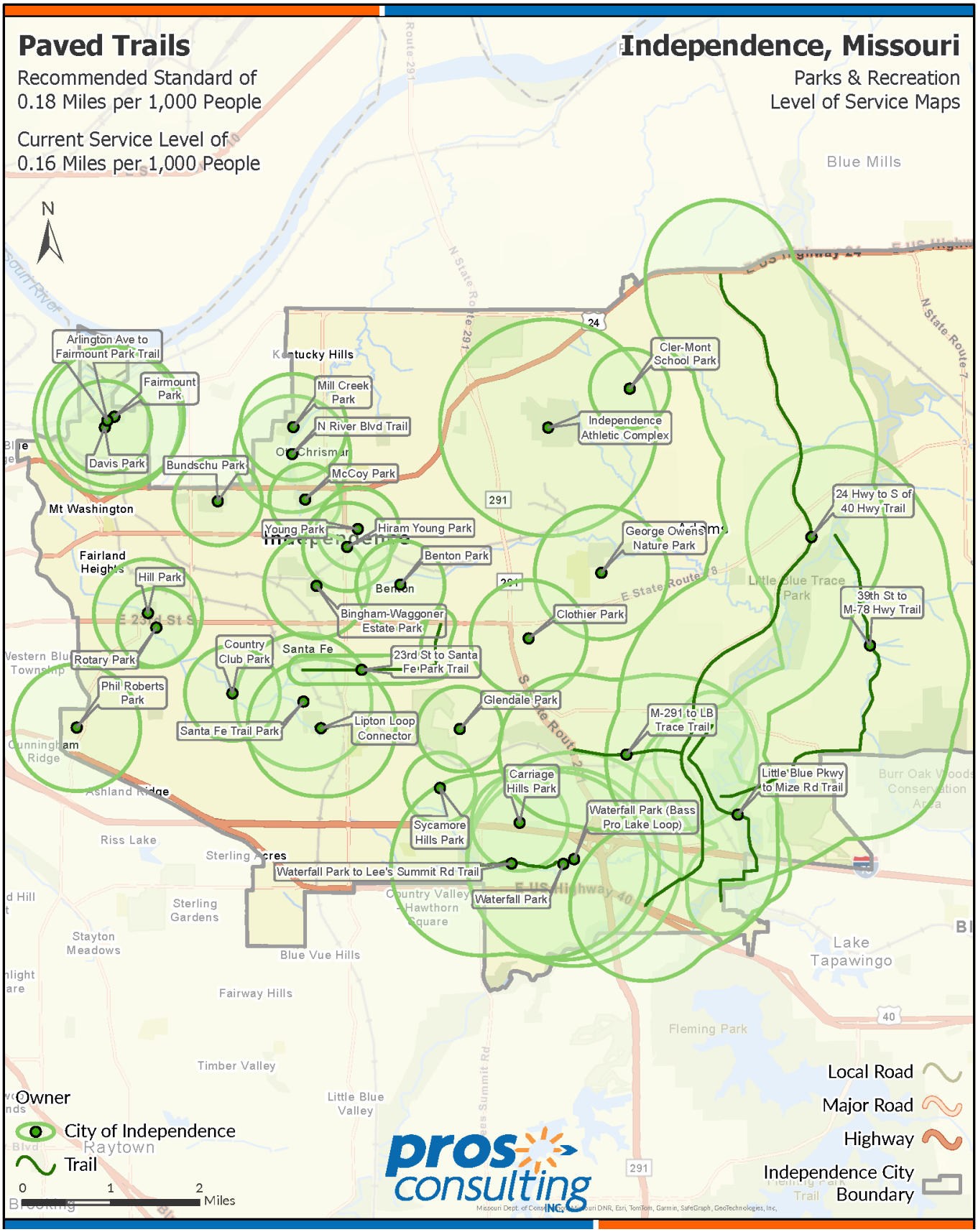
Independence's current service level of 2.81 acres of regional parks per 1,000 people has been established as the recommended standard for the City's population projections and level of service needs.



3.4.6 NATURE PRESERVES/OPEN SPACE

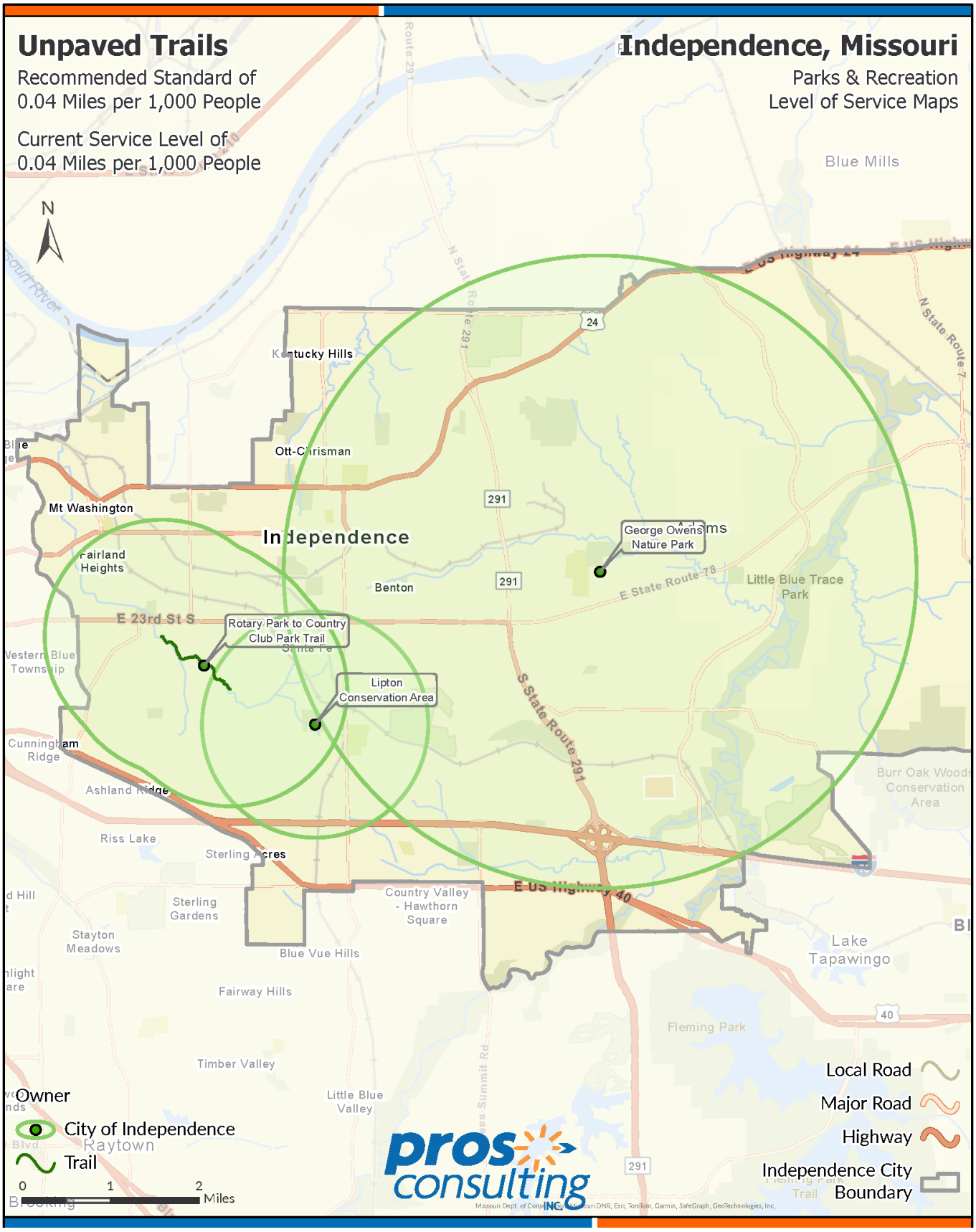


3.4.7 PAVED TRAILS

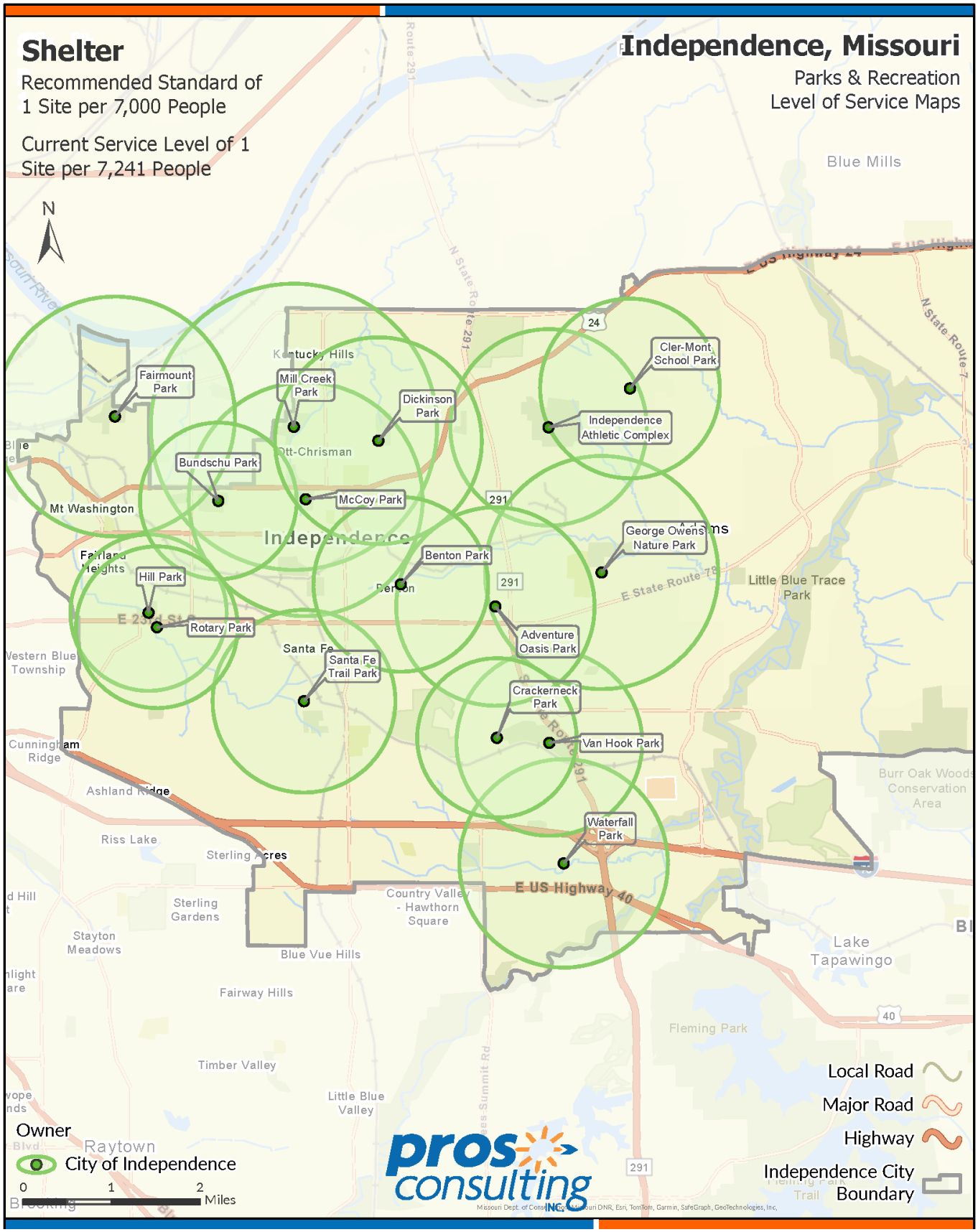


3.4.8 UNPAVED TRAILS

Independence's current service level of .04 miles of unpaved trails per 1,000 people has been established as the recommended standard for the City's population projections and level of service needs.

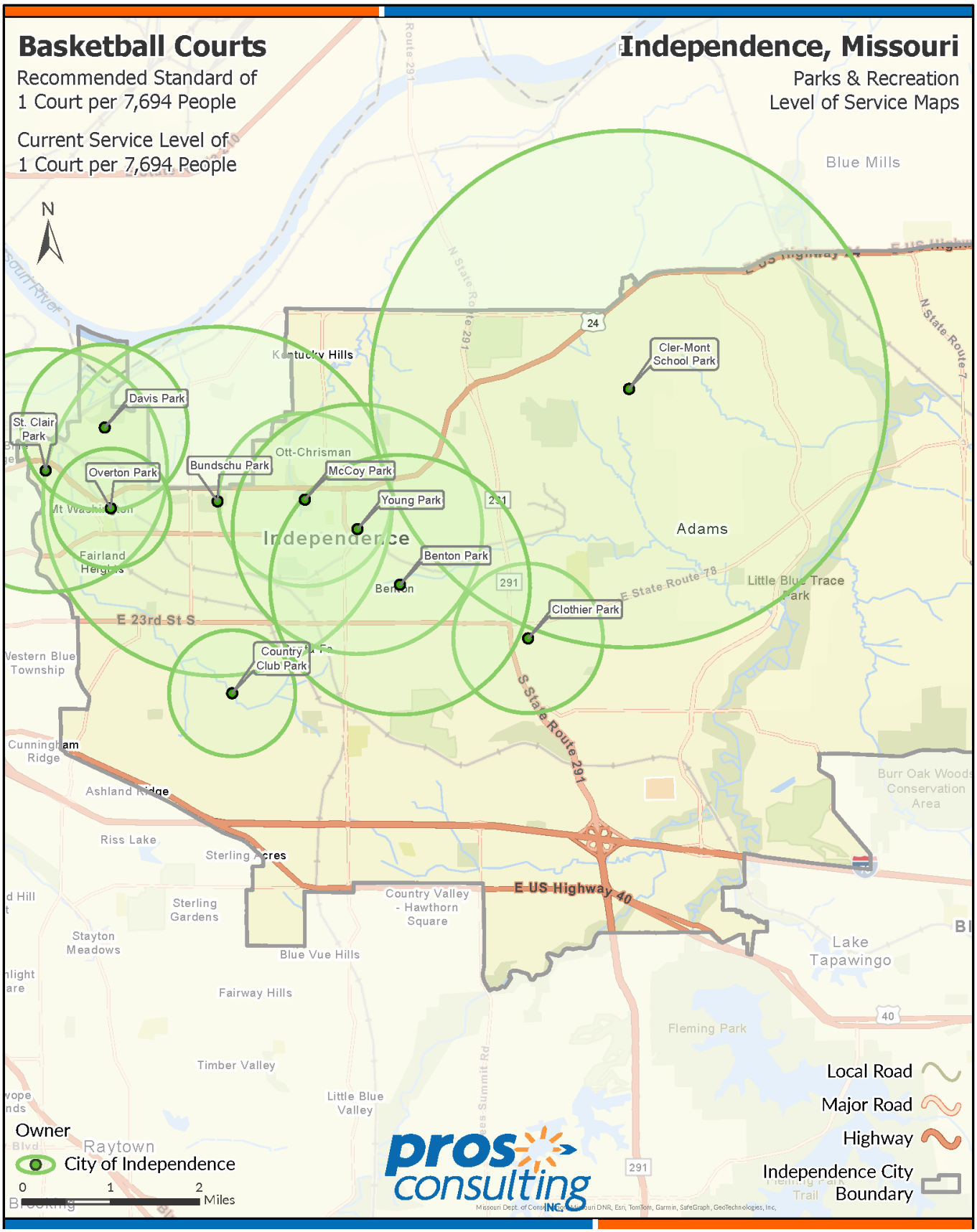


3.4.9 SHELTERS



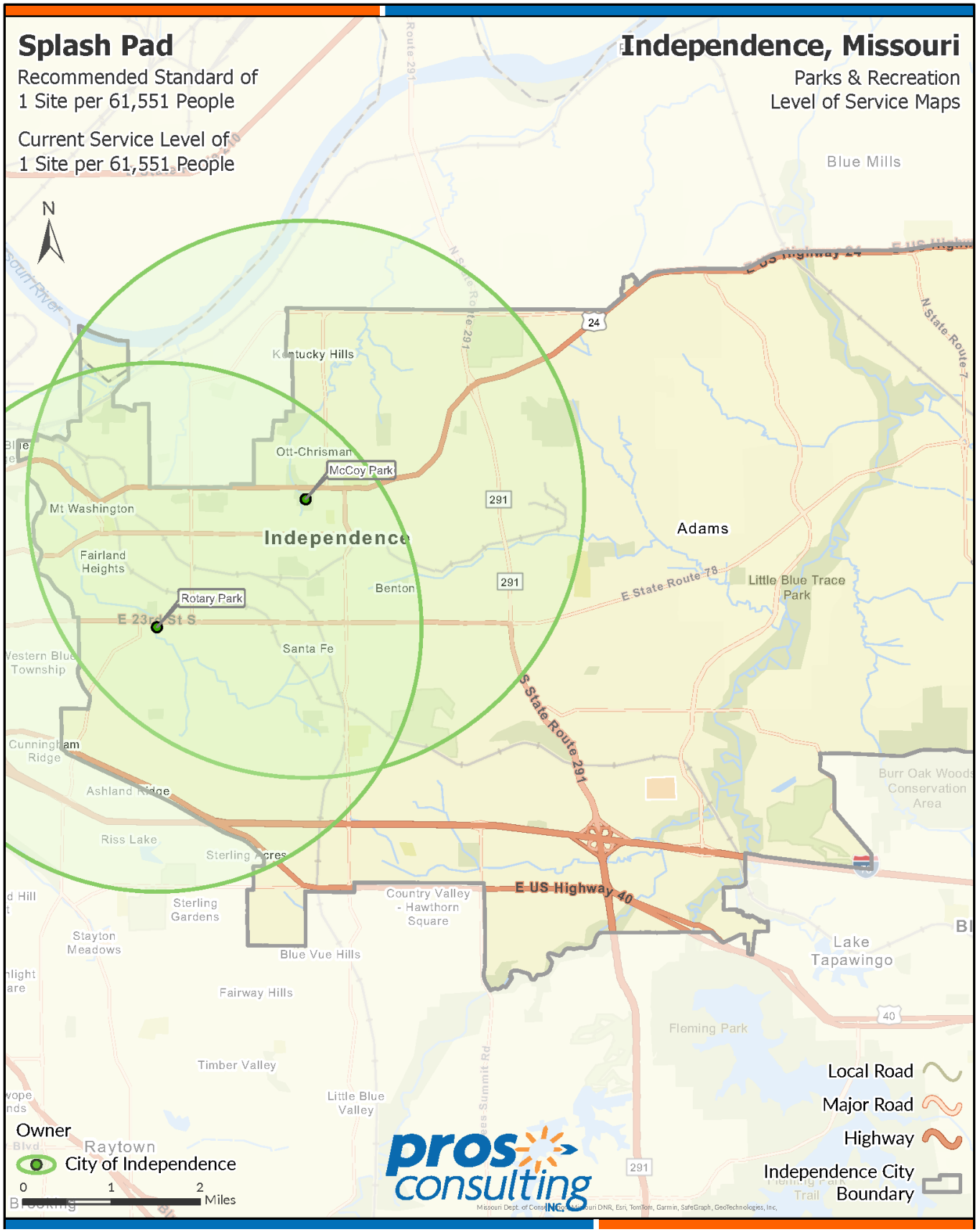
3.4.10 BASKETBALL COURTS

Independence's current service level of 1 basketball court per 7,694 people has been established as the recommended standard for the City's population projections and level of service needs.

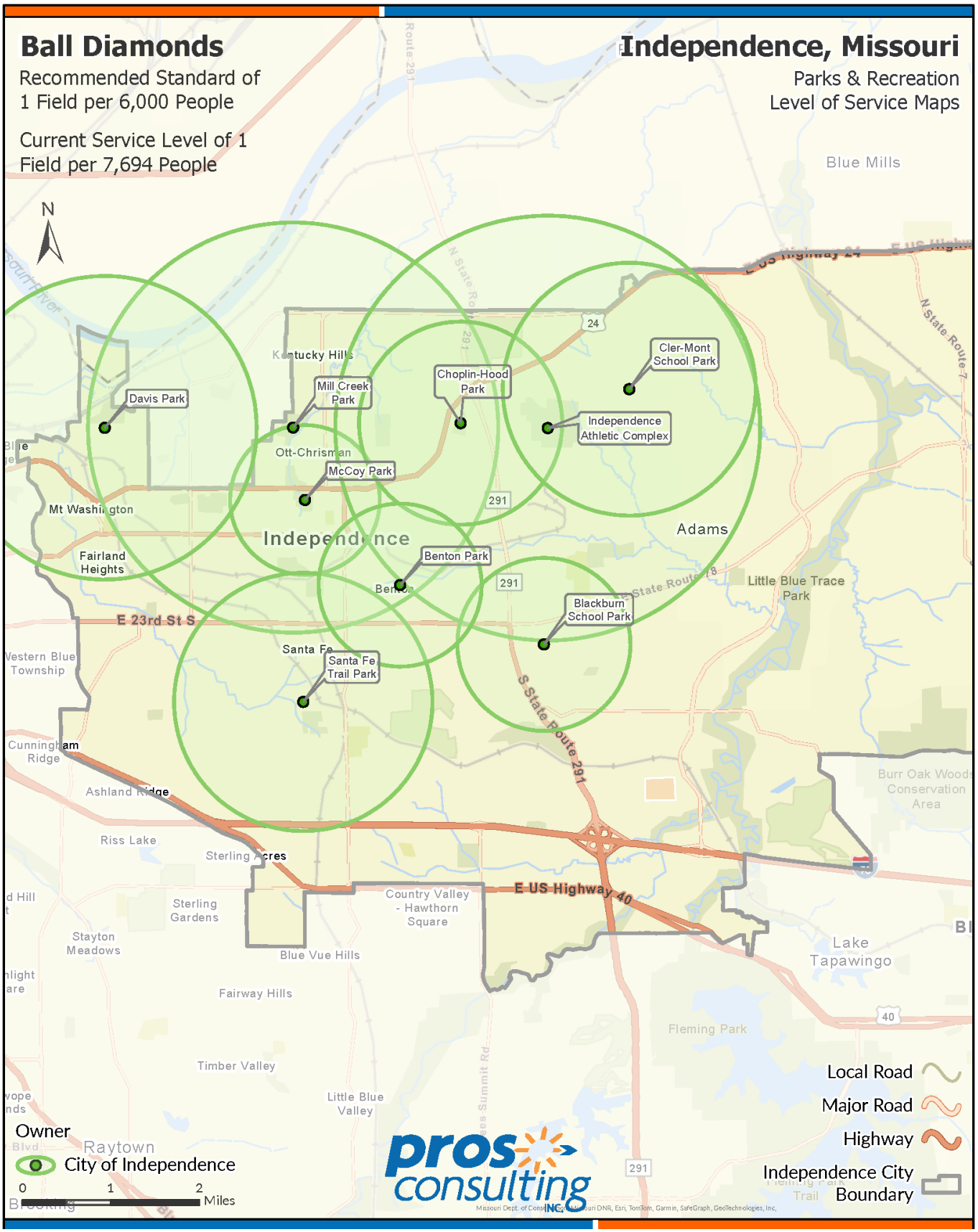


3.4.11 SPLASH PAD

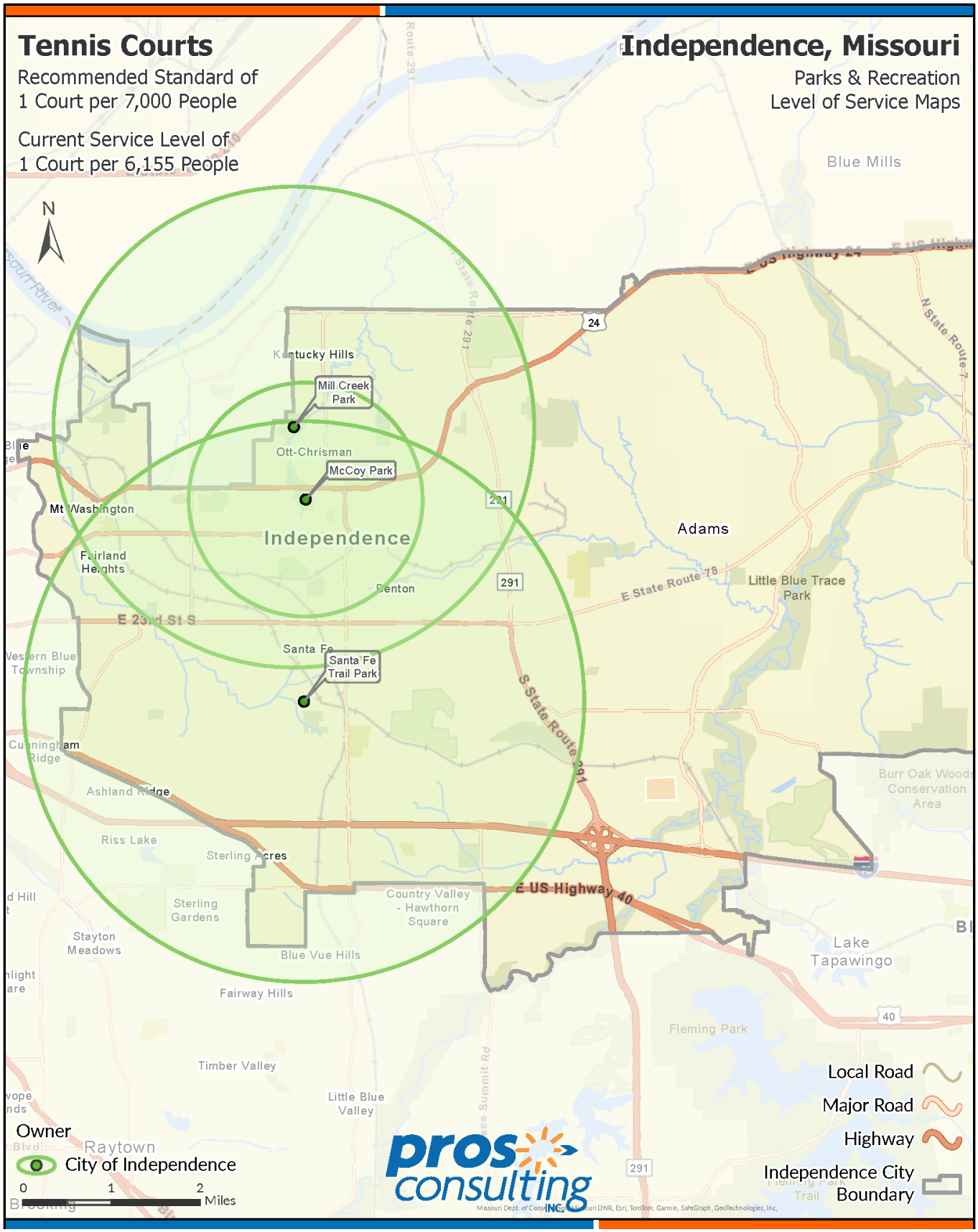
Independence's current service level of 1 splash pad per 61,551 people has been established as the recommended standard for the City's population projections and level of service needs.



3.4.12 BALL DIAMONDS

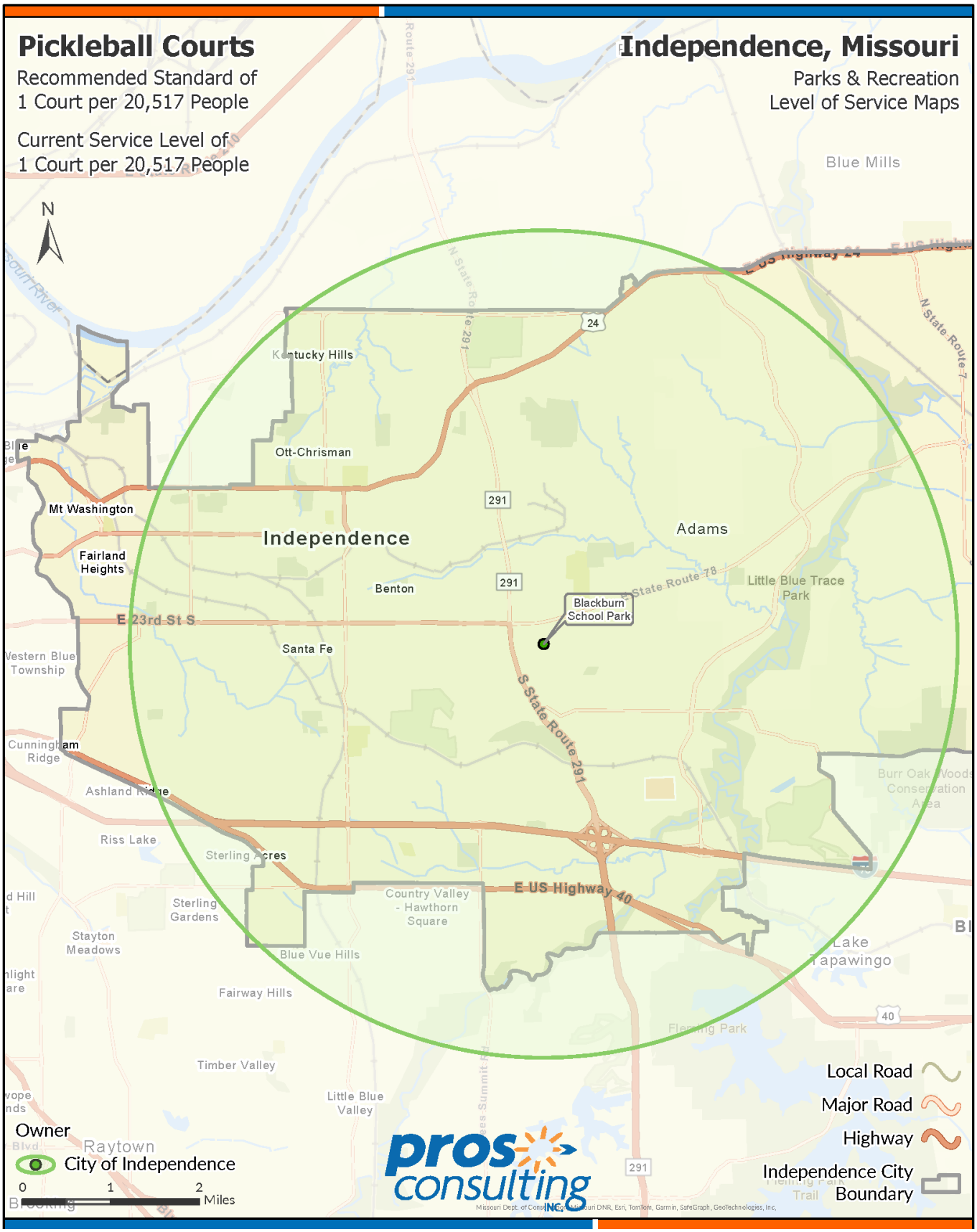


3.4.13 TENNIS COURTS



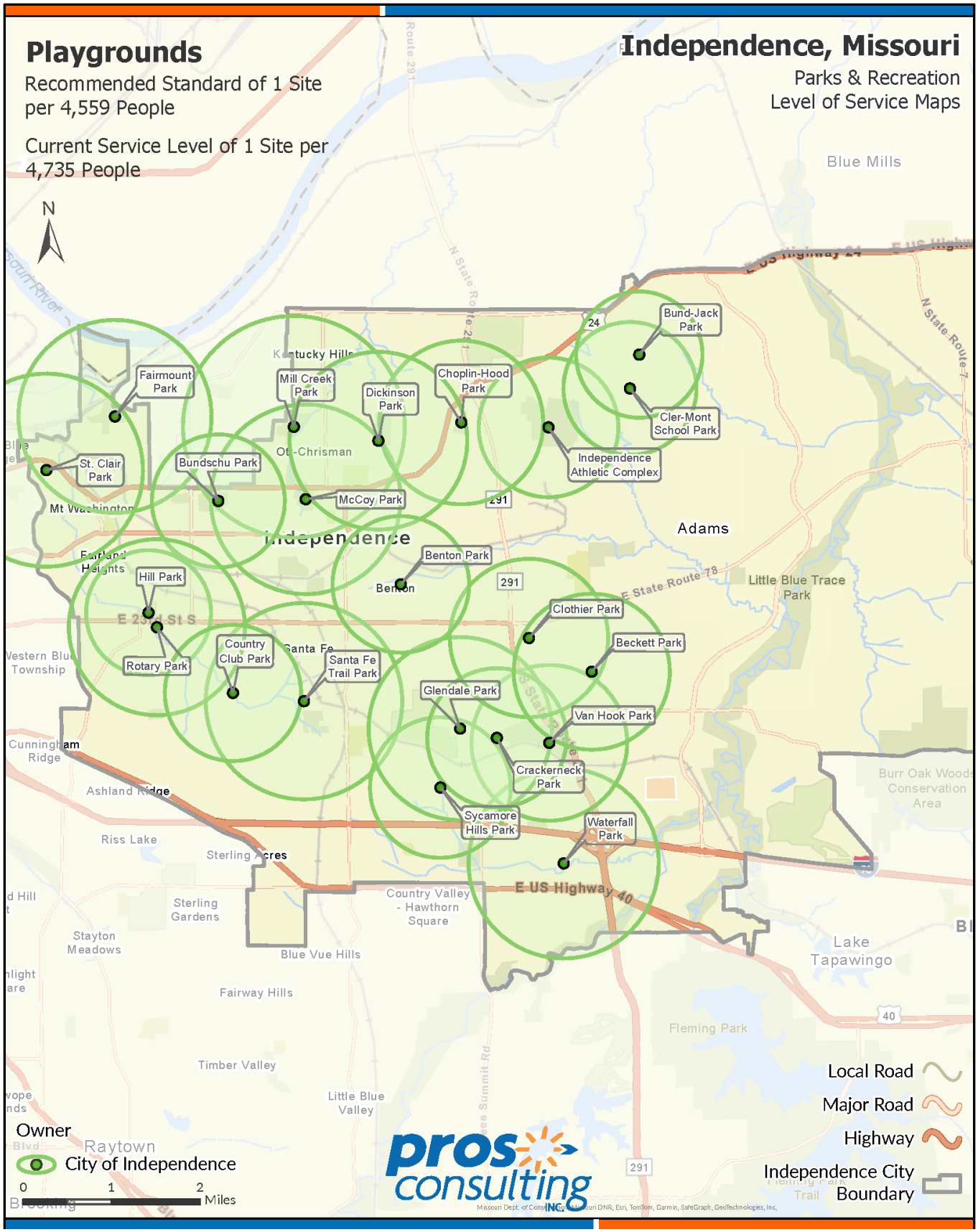
3.4.14 PICKLEBALL COURTS

Independence's current service level of 1 pickleball court per 20,517 people has been established as the recommended standard for the City's population projections and level of service needs.



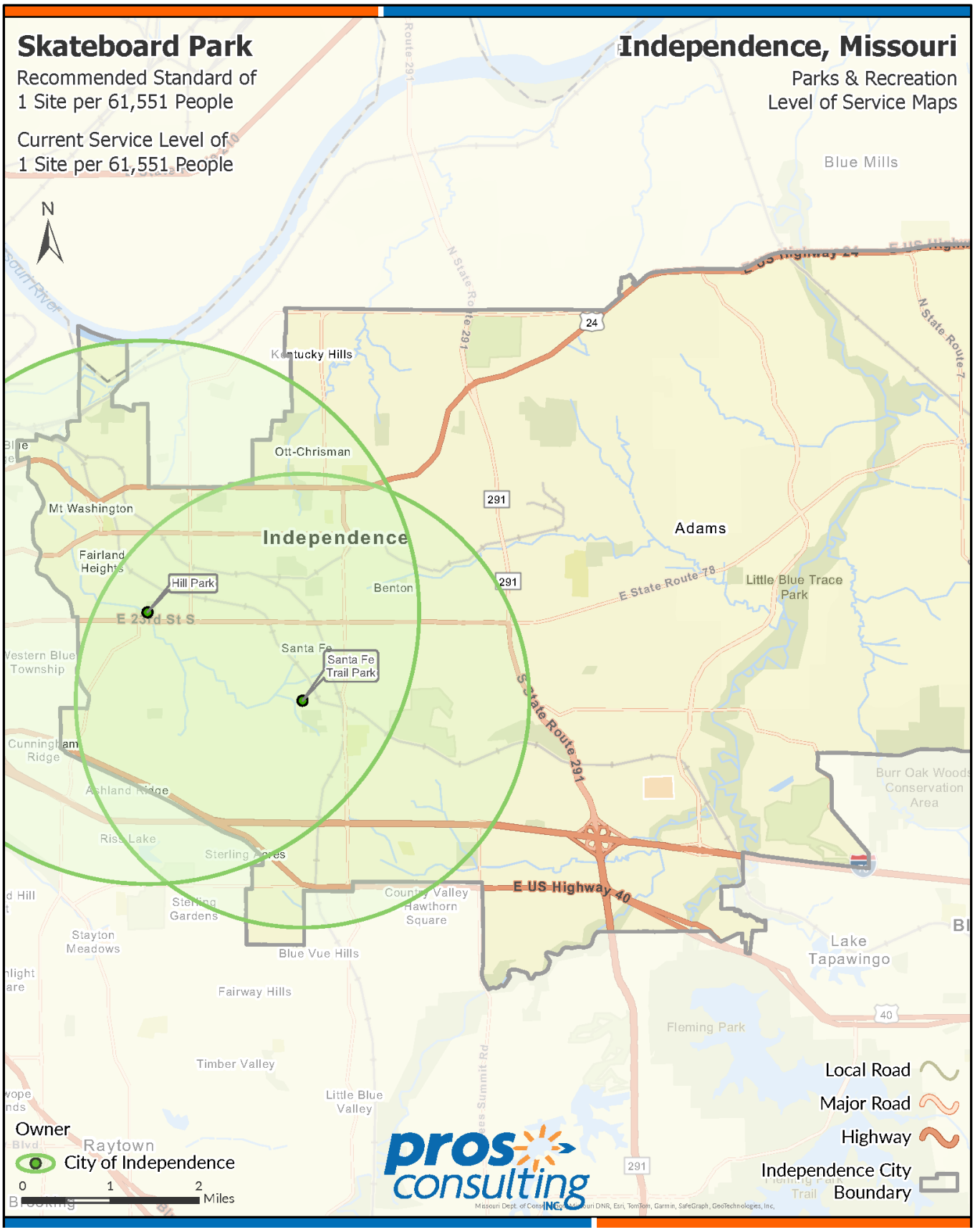
3.4.15 PLAYGROUNDS

Independence's current service level of 1 playground per 4,735 people has been established as the recommended standard for the City's population projections and level of service needs.



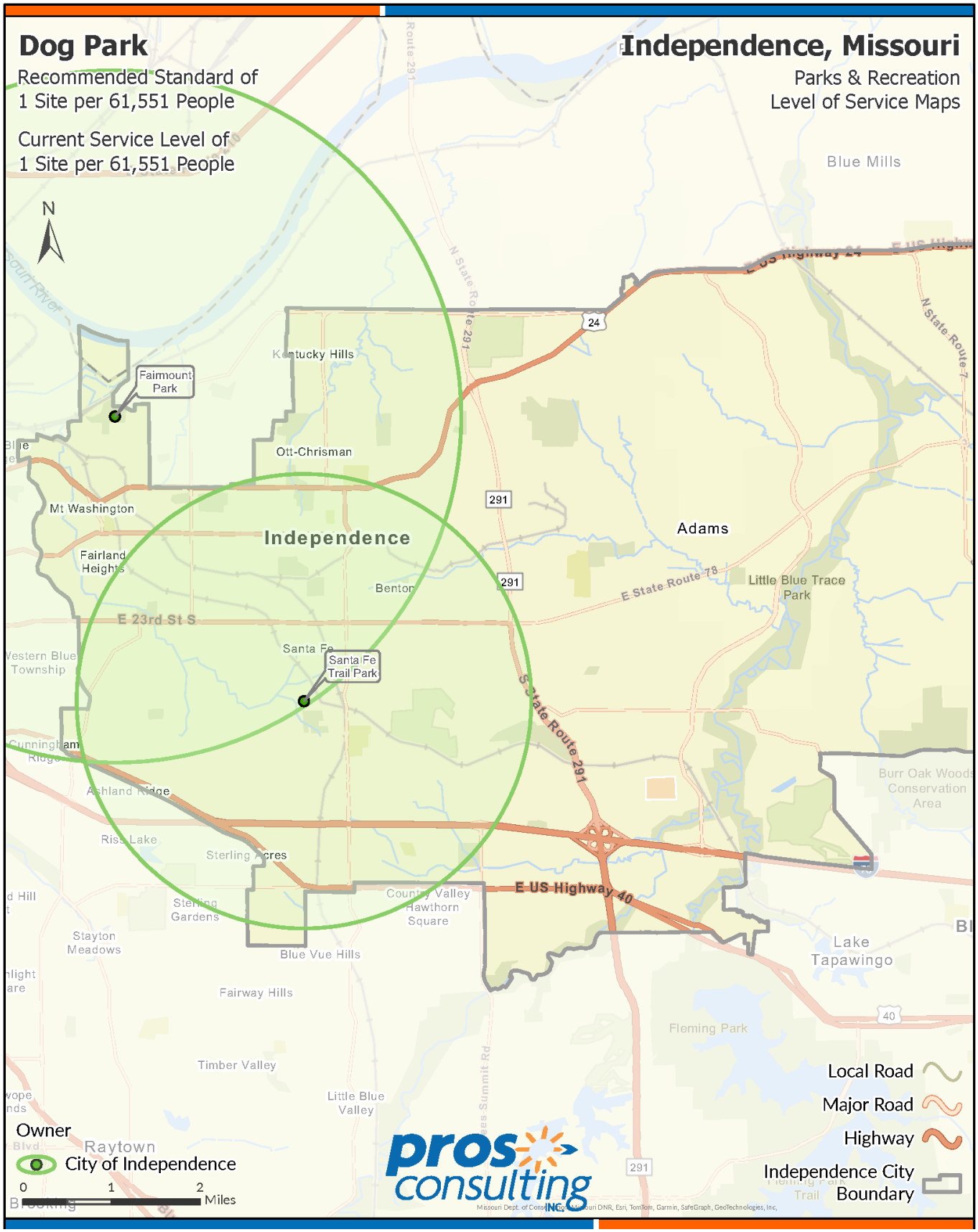
3.4.16 SKATEBOARD PARK

Independence's current service level of 1 skateboard park per 61,551 people has been established as the recommended standard for the City's population projections and level of service needs.

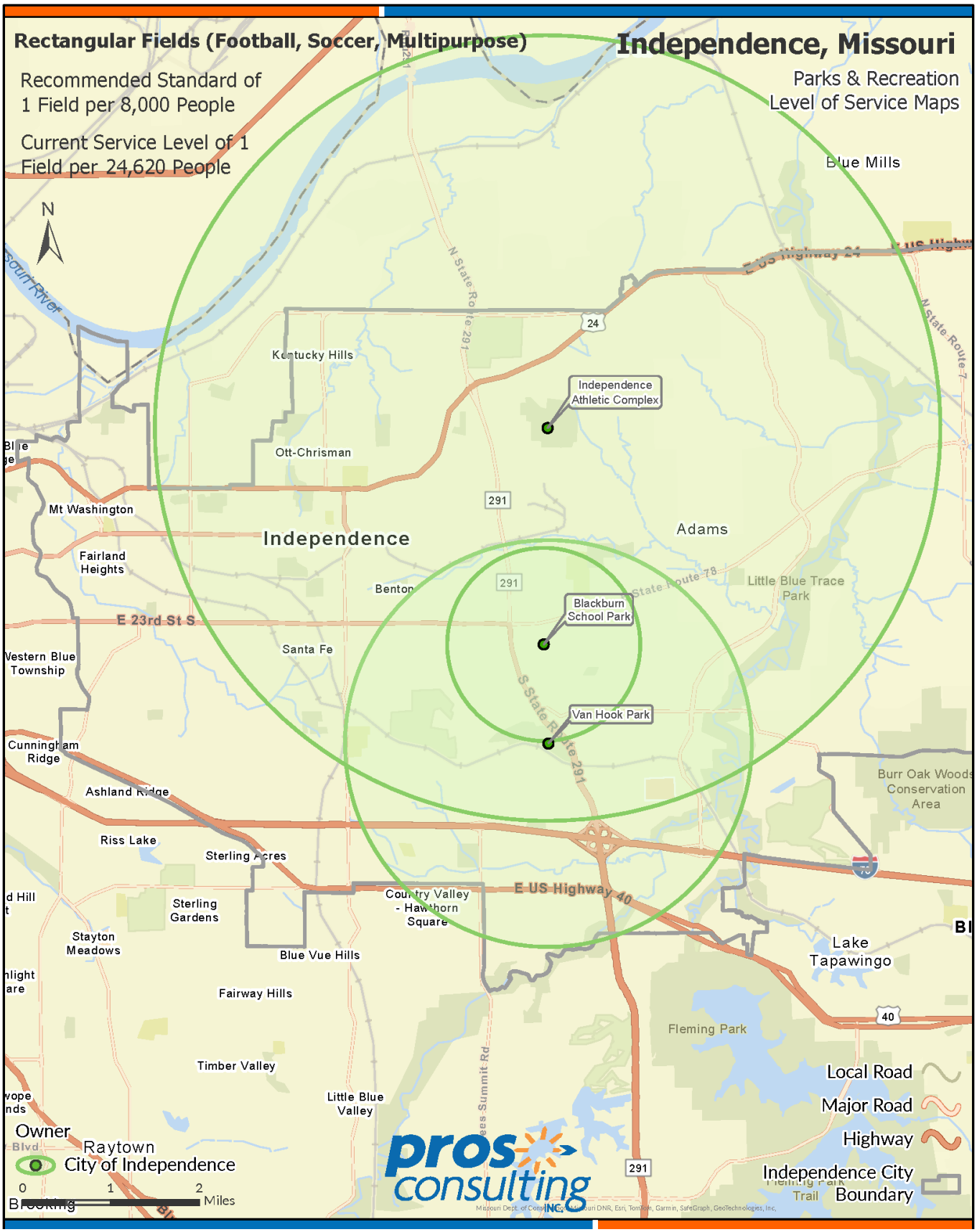


3.4.17 DOG PARK

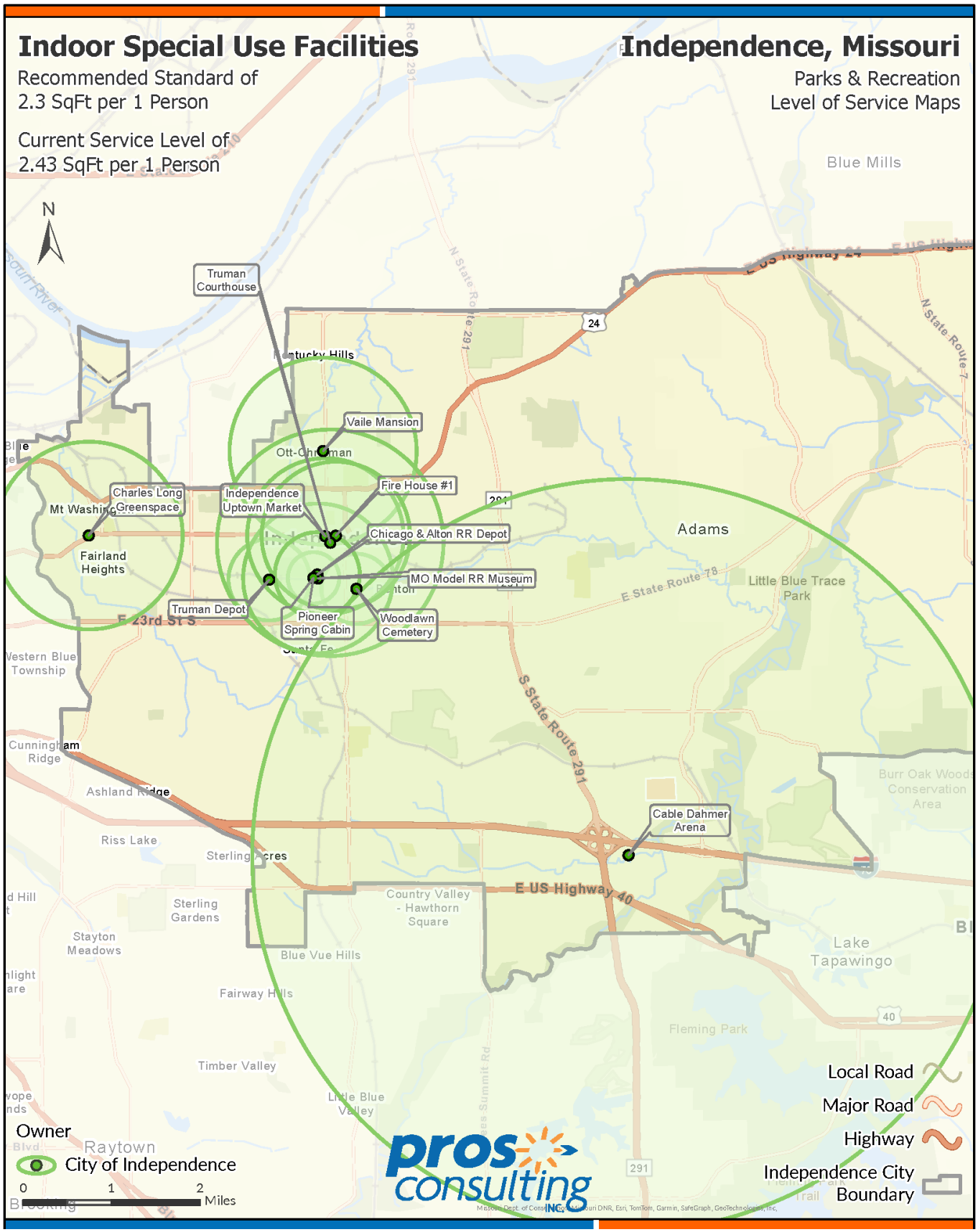
Independence's current service level of 1 dog park per 61,551 people has been established as the recommended standard for the City's population projections and level of service needs.



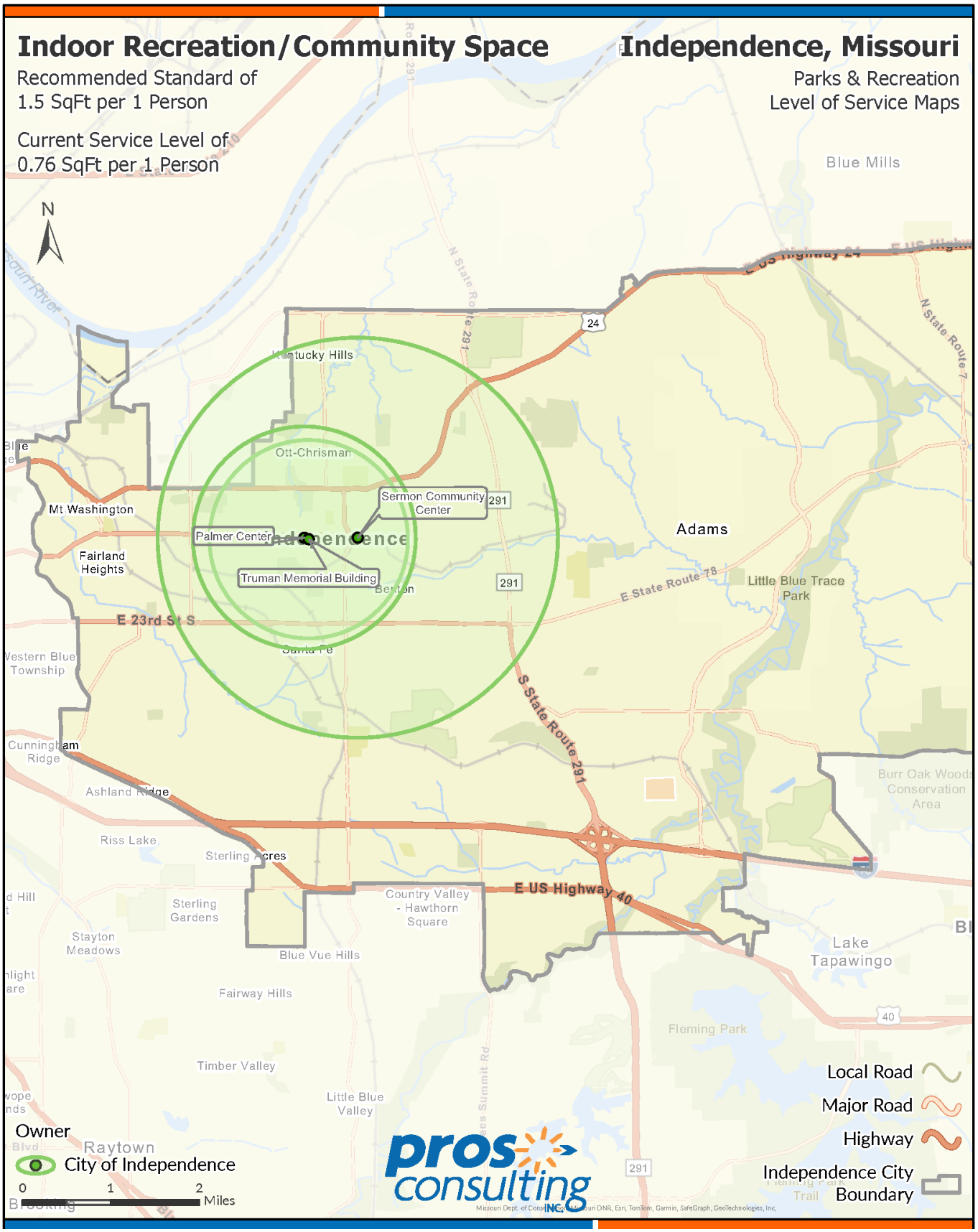
3.4.18 RECTANGULAR FIELDS



3.4.19 INDOOR SPECIAL USE FACILITIES



3.4.20 INDOOR RECREATION/COMMUNITY SPACE



4 Programs, Services, and Operations

4.1 Recreation Trends Analysis

4.1.1 LOCAL SPORT AND LEISURE MARKET POTENTIAL

MARKET POTENTIAL INDEX (MPI)

The following charts show the potential sports and leisure market data for the city of Independence service area, as provided by ESRI. A Market Potential Index (MPI) measures the probable demand for a product or service within the City. The MPI shows the likelihood that an adult resident of the target area will participate in certain activities when compared to the U.S. national average. The national average is 100; therefore, numbers below 100 would represent lower than average participation rates, and numbers above 100 would represent higher than average participation rates. The service area is compared to the national average in four categories: general sports, fitness, outdoor activity, and commercial recreation.

It should be noted that MPI metrics are only one data point used to help determine community trends; thus, programmatic decisions should not be based solely on MPI metrics.

As seen in the charts that follow, sport and leisure trends are most prevalent for residents within the area of Independence. The activities are listed in ascending order, from lowest to highest MPI score. High index numbers (100+) are significant because they demonstrate a greater potential that residents within the service area will actively participate in offerings provided by the city of Independence Parks and Recreation.

The MPI reveals a moderately engaged community with a broad but slightly below-average participation rate across most recreation categories when compared to national norms. While no single category demonstrates overwhelmingly high demand, several activities—such as freshwater fishing, canoeing/kayaking, swimming, walking for exercise, and golf—approach or exceed the national average, indicating strong pockets of interest. Conversely, lower MPI scores in areas like soccer, rock climbing, and certain cultural or niche activities suggest limited engagement or access. Overall, the data highlights a community with diverse recreational preferences, leaning toward accessible, low-impact, and family-friendly activities. The MPI provides a useful target for aligning recreation planning and programming with the likelihood of participation, helping the City identify both strengths to build on and gaps to address in its service offerings.

GENERAL SPORTS MARKET POTENTIAL

The General Sports MPI chart, comparing Independence to the state and national average, shows that local interest in most sports is slightly below the national average. Independence scores highest in Volleyball (MPI 101), nearly matching the national average, followed closely by Football (100), Softball (97), and Baseball (95). Lower MPI scores appear in Tennis (79), Soccer (84), and Pickleball (88), indicating less community engagement in these activities. Overall, the data suggests Independence has a market that aligns with national averages for a range of sports.

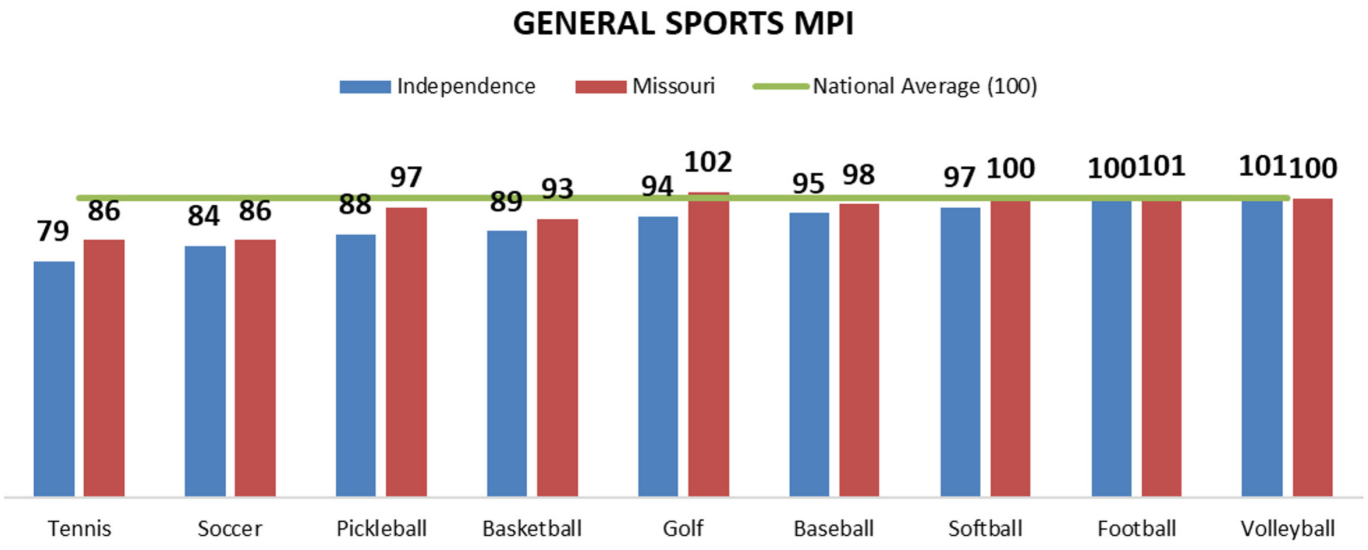


FIGURE 23 GENERAL SPORT MARKET POTENTIAL INDEX

FITNESS

The Fitness MPI chart indicates that Independence residents engage in fitness activities at slightly below-average levels compared to the national average. The strongest participation is in Swimming (MPI 102). Other fitness pursuits such as Marathon/Triathlon (MPI 99) and Walking for Exercise (MPI 97) come close to national averages, while Pilates (MPI 80), Jogging/Running (MPI 83), Kickboxing (MPI 85), and Zumba (MPI 85) show scores well below national averages. Overall, the data reflects a community with a modest market for a variety of fitness activities.

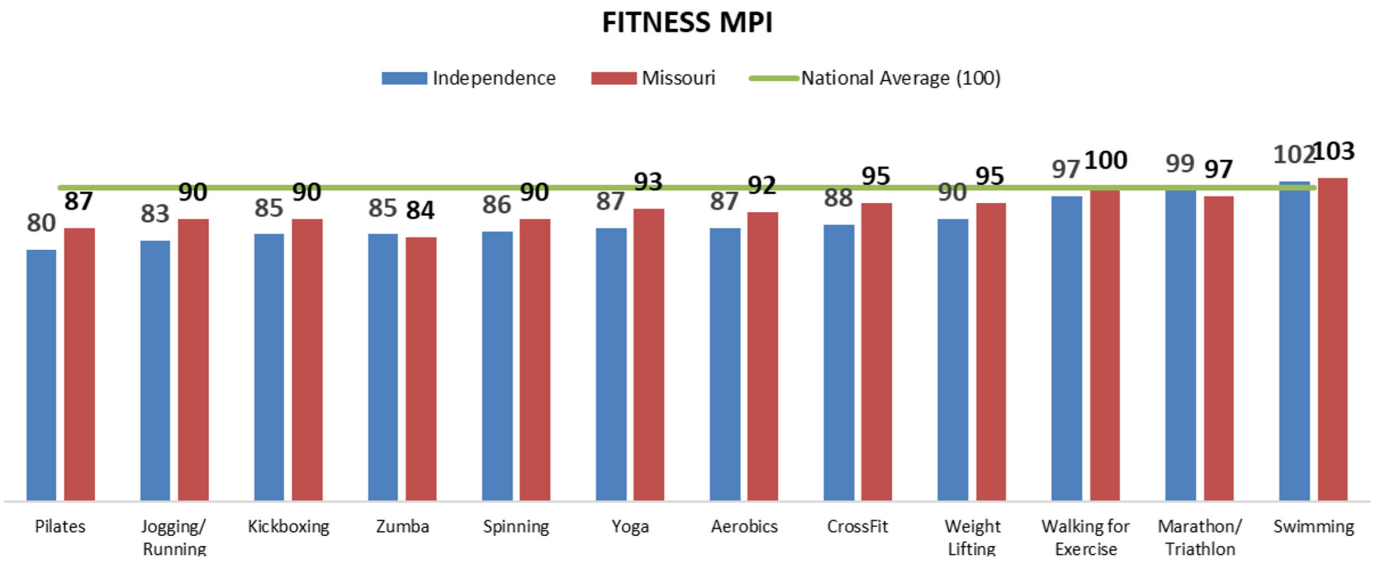


FIGURE 24 FITNESS MARKET POTENTIAL INDEX

OUTDOOR ACTIVITY

Independence's market potential for outdoor activities shows several that are above national MPI averages including Fishing (MPI 122), Archery (MPI 116), Canoeing/Kayaking (MPI 108), and Horseback Riding (MPI 104). This indicates a strong interest in outdoor adventure related activities.

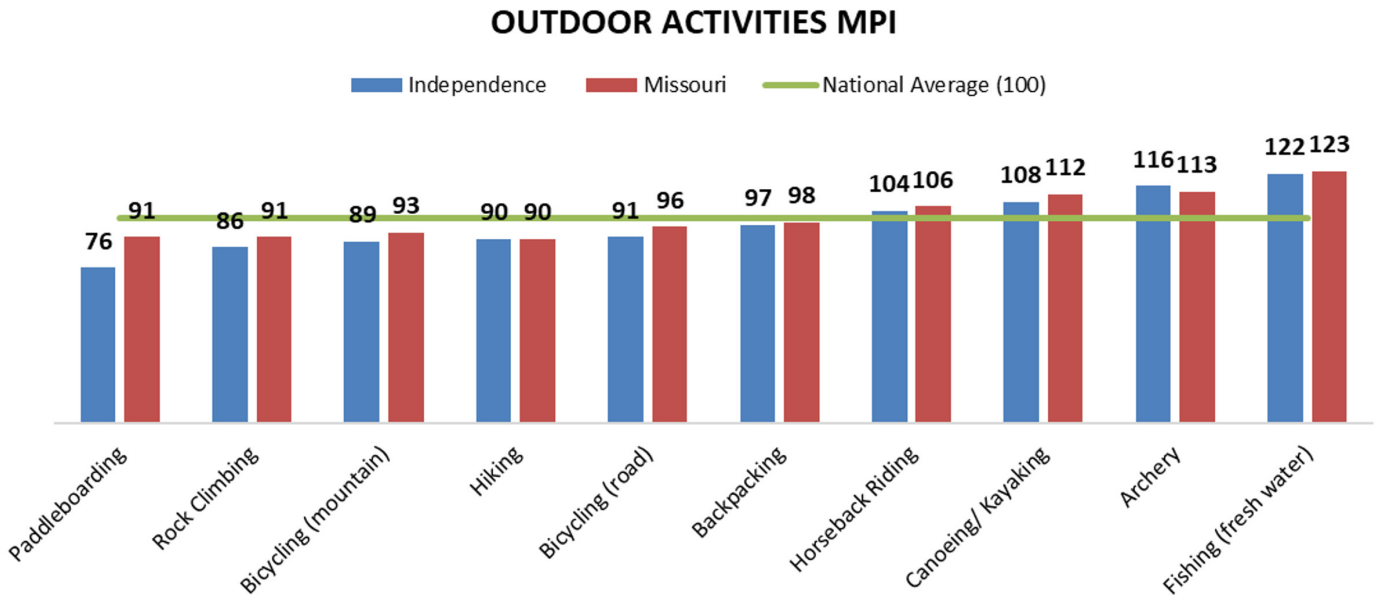


FIGURE 25 OUTDOOR ACTIVITIES MARKET POTENTIAL INDEX

COMMERCIAL RECREATION

Independence also shows a strong interest in several commercial recreation options which sheds light on the other ways residents may spend their leisure time outside of opportunities offered by Independence Parks and Recreation. Did Photo Album/Scrapbooking (MPI 111), Played Video/ Electronic Game (Console) (MPI 107), Visited a Zoo (MPI 106), Visited an Indoor Water Park (MPI 104), and Went Overnight Camping (MPI 104) are the top scoring activities.

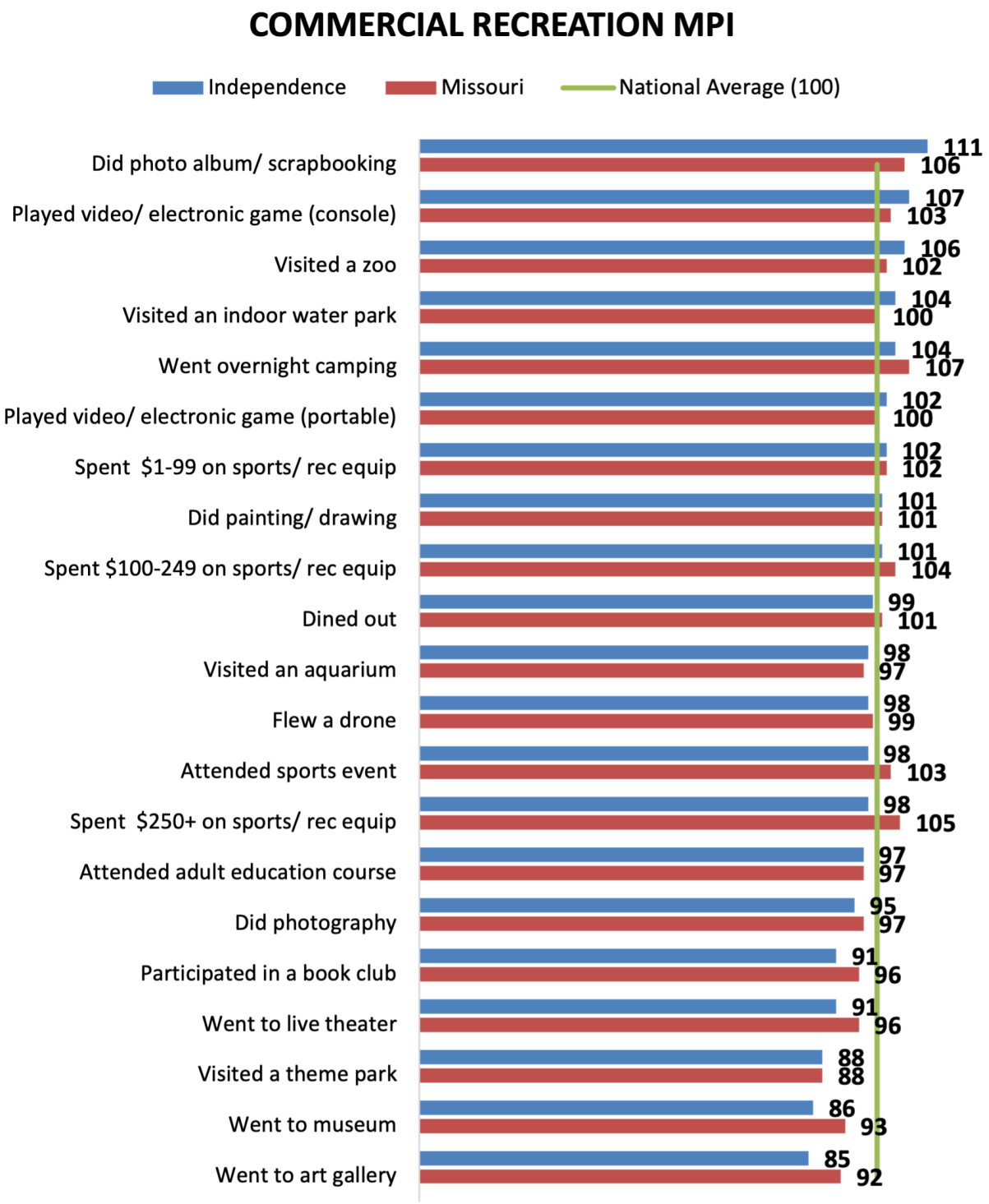


FIGURE 26 COMMERCIAL RECREATION MARKET POTENTIAL INDEX

NATIONAL PARTICIPATION TRENDS

Additional national participation trends in recreation, as explained by the Sports & Fitness Industry Association can be found in **Appendix E**.

4.2 Recreation Program Analysis

4.2.1 EXECUTIVE SUMMARY

Recreation programs and services form the essential foundation of park and recreation systems. The goal of the program assessment is to understand current recreation program and activity offerings, as well as recommendations for additional programming to meet community needs and priorities identified throughout stakeholder engagement.

The recommendations within this report align with the Independence Parks and Recreation Department's ("IPR") overall mission and vision within the parks and recreation master plan update. These practices have been proven to lead to improved planning, better service delivery, and enhanced community satisfaction. Streamlining processes can make for smoother daily operations. Additionally, improved data analysis and strategic planning for recreation programming lead to more informed decision-making and better program execution.

The program findings and comments are based on a review of information provided by IPR staff, including program descriptions, pricing strategies, and cost recovery. The purpose of this assessment is to guide future program planning and help IPR align recreation offerings with community needs, priorities, operational capacity, and financial sustainability.

4.2.2 SNAPSHOT OF CURRENT PROGRAMS

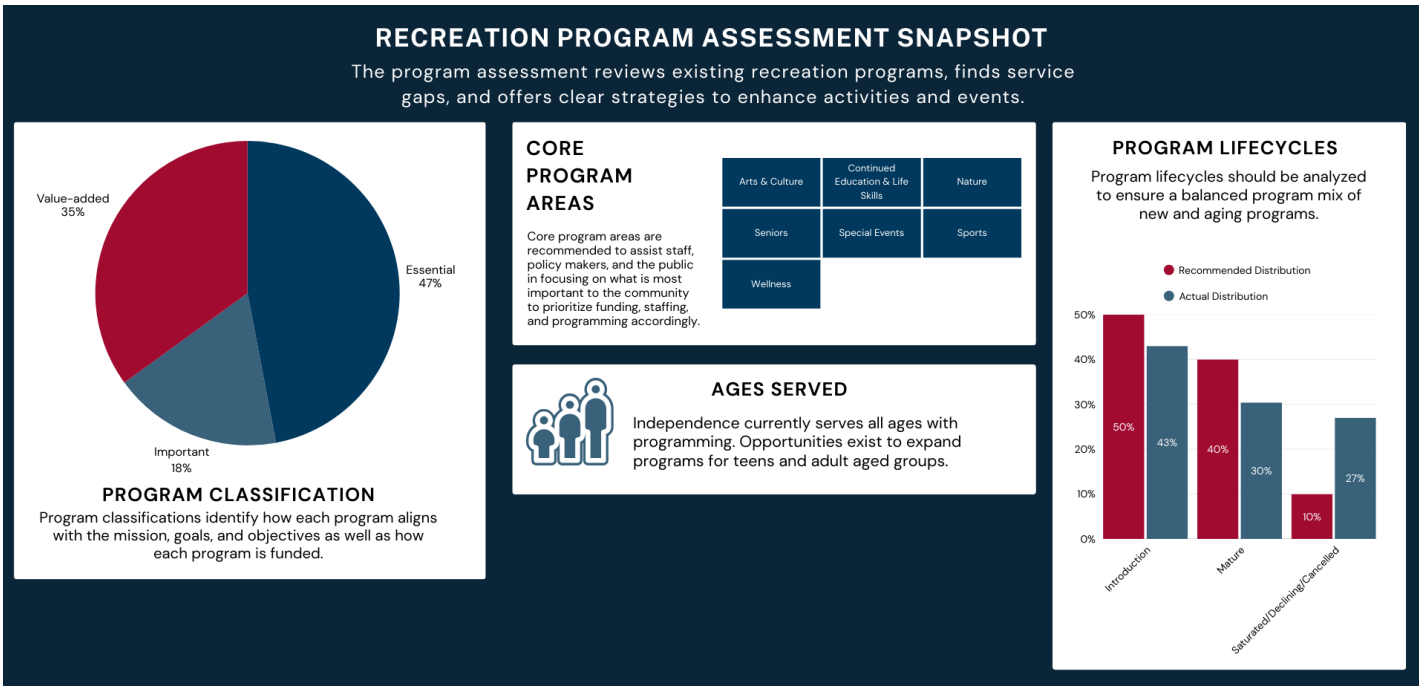


FIGURE 27 RECREATION PROGRAM ASSESSMENT SNAPSHOT – DATA SHOWING THE STATUS OF CURRENT IPR PROGRAMMING



Farmers Market at Independence Uptown Market

This snapshot provides a visual summary of key findings from the recreation program assessment data. Nearly half of Independence's programming is classified as essential. Core program areas have a wide age segment appeal, however there are opportunities for IPR to expand programs for school aged children, teens and older adult age groups. Finally, the lifecycle analysis shows a moderate concentration of programs in the introduction stages, however, more than 25% of programs are classified in the saturated, declining, or cancelled stages which means several programs need to be analyzed to determine whether they are the right type of investment for the department going forward.

4.2.3 COMMUNITY PROFILE

Independence, MO is projected to see very modest population and household growth through 2038, at a slower rate than surrounding communities and the U.S. overall. The city's population will essentially remain stable, with minor dips and rebounds, while household counts will grow slightly faster due to smaller average household sizes. This means IPR may face slower demand growth for new facilities compared to nearby cities, but aging demographics and smaller households will drive demand for senior services, life skills programs, and intergenerational offerings.

Independence's greatest growth will be in children and seniors, especially ages 65+. IPR should balance investments by expanding youth/family services while also scaling up senior-focused, accessible, and intergenerational programming to meet the needs of an aging population.

Additionally, Independence will continue to diversify in race and ethnicity over the next 10 plus years. IPR should ensure that offerings adapt to and match the community. IPR should look for ways to further engage diverse neighborhoods through partnerships that can expand recreation services to underserved areas of the City.

Finally, Independence has per capita and median household income levels that are below Missouri and US averages. IPR should develop a financial assistance program for critical or essential services to create more accessibility to health and wellness programming.

4.2.4 PROGRAM STRENGTHS, CHALLENGES, AND OPPORTUNITIES

As a part of a workshop with the IPR team in the winter of 2025, several programming strengths, challenges, and opportunities were identified that have provided a foundation for recreation programming recommendations.

Strengths	Challenges	Opportunities
Opportunities to build on nature and senior programming and expand sports, wellness, and arts/culture programming.	Many facilities are outdated and require modernization	Modernize facilities and reinvest in underutilized spaces for flexible, multipurpose use
Emerging partnership opportunities with schools, nonprofits, and community organizations	Communication gaps – residents struggle to find program information	Build a stronger brand identity and expand outreach through digital, print, and partnerships
Dedicated staff and volunteers, especially at Palmer Center	Safety concerns with unhoused, drug use, and vandalism in parks	Create safer, more welcoming spaces with ambassadors, security improvements, and social service partnerships
Affordable, inclusive, and introductory recreation offerings	Equity gaps – underserved east side neighborhoods, low-income areas, and residents with special needs	Prioritize capital investments in underserved neighborhoods and expand ADA-friendly facilities
Strong history and identity with unique cultural and historic assets	Limited teen, young adult, and adaptive programming	Develop more intergenerational, youth, and workforce-related programs
Established system of trails and natural assets	Inadequate infrastructure: sidewalks, parking, and dated facilities	Expand trail connectivity, improve access to nature, and promote parks as health assets
Growing participation in select programs (e.g., youth sports, senior meals, homeschool programming)	Heavy reliance on limited city funding and strained staff capacity	Diversify funding through cost recovery, partnerships, sponsorships, and grants
Community pride in local theater, special events, and social activities	Perceptions of disparities in recreation services between east and west Independence	Reinvest across neighborhoods and celebrate community identity through arts and history

TABLE 10 RECREATION PROGRAM STRENGTHS, CHALLENGES, AND OPPORTUNITIES

4.2.5 KEY AREAS OF FOCUS

Recreation program findings for IPR highlight several urgent priorities for strengthening service delivery and access across the community. Key needs include modernizing aging facilities, expanding inclusive and intergenerational programming, and addressing service gaps in youth, adaptive, and wellness offerings. To ensure access, the IPR must prioritize outreach and investment in underserved neighborhoods, particularly on the east side and in low-income areas. Addressing safety concerns, homelessness, and perceptions of unwelcomeness is critical to creating welcoming and inclusive public spaces.

Improving communication and branding is also essential; the department should invest in clearer messaging, stronger marketing efforts, and more intentional promotion of community identity and successes. Long-term sustainability requires a proactive lifecycle maintenance plan, stable community leadership, and diverse funding sources. Finally, strengthening partnerships with schools, libraries, nonprofits, and businesses, while shifting from a quantity-based model to one focused on program quality and impact, will be key to building a parks and recreation system that fosters community pride, resilience, and economic vitality.

Focus Area	Summary of Key Findings
Facilities & Modernization	Many facilities are outdated; need upgrades, lifecycle maintenance, and reinvestment in underutilized spaces.
Access	Gaps in service for east-side neighborhoods, low-income communities, and residents with special needs; call for more ADA-friendly design and inclusive programming.
Teen & Young Adult Engagement	Limited programs for teens, college-aged, and early 20s residents; desire for social, flexible, and culturally relevant offerings.
Youth Sports Strategy	Growing competition with travel leagues; department's strength lies in inclusive, introductory, and skill-based recreational sports.
Safety & Welcoming Spaces	Concerns about unhoused, drug use, and vandalism create unwelcoming environments; residents want safer, more inviting spaces.
Communication & Branding	There is a lack of marketing and visibility compared to peer cities; need for stronger outreach, storytelling, and promotion of assets and achievements.
Partnerships & Collaboration	Strong demand for collaboration with schools, libraries, nonprofits, and businesses to expand programming and support capital improvements.
Funding & Sustainability	Current reliance on limited city funds is unsustainable; need diversified funding sources, cost recovery strategies, and willingness-to-pay models.
Trails & Connectivity	Desire for improved trail connections, sidewalk access, and walkable neighborhood parks.
Strategic Direction & Leadership	Community and staff want clearer priorities, stronger department identity, and consistent city leadership to guide long-term planning.

TABLE 11 RECREATION PROGRAM FOCUS AREAS

4.2.6 COMMUNITY PROGRAM TRENDS AND PRIORITIES

DEMOGRAPHICS AND RECREATION TRENDS

As detailed in the demographics and recreation trends analysis, IPR will experience shifts in its population's age segments over the next fifteen years. In the next five years, older adults aged 55 and over are projected to increase to make up 35% of the population.

These age shifts will change the demand for certain types of recreation offerings. As detailed in the recreation trends analysis, Independence shows a strong market potential for outdoor recreation, including fishing, canoeing/kayaking, and archery. Independence also shows a market potential for electronic gaming, which scores above the national average. Other activities to note are swimming and golf which align with the national average.

COMMUNITY SURVEY

A statistically valid community survey was administered by the ETC Institute in the spring of 2025. The survey analysis reveals top priorities for investment for programs and activities through a Priority Investment Rating (PIR). The top priorities for investment, based on the number of households that have a need for specific programming and how well their needs are currently being met, were special events, adult fitness and wellness programs, life skills programs, and water fitness programs. Also, close behind were nature programs/environmental education, programs for seniors, and programs that promote local history.

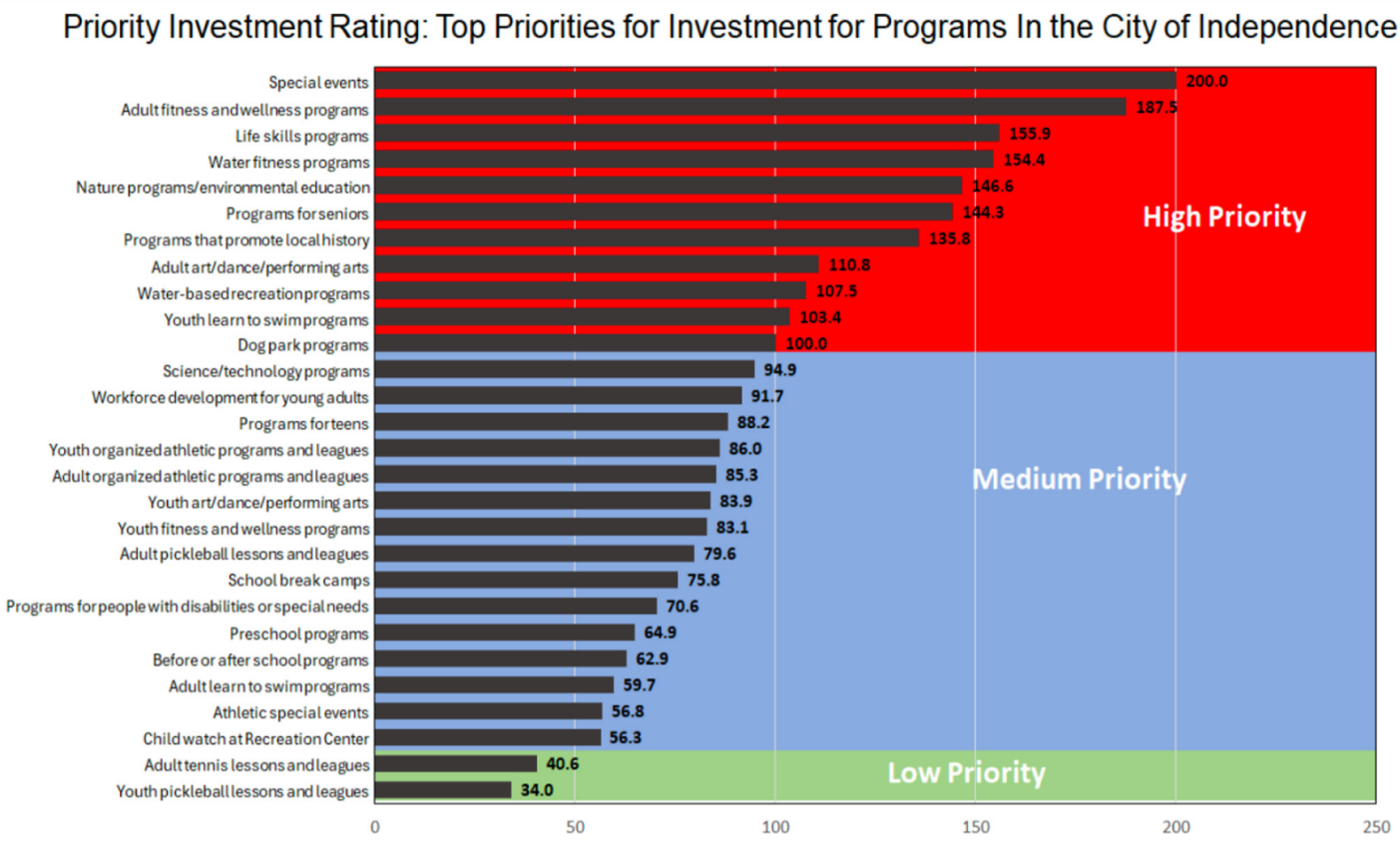


FIGURE 28 ETC INSTITUTE'S PRIORITY INVESTMENT RATINGS FOR PROGRAMS FROM THE 2025 COMMUNITY SURVEY

4.2.7 CORE PROGRAM AREAS

EXISTING CORE PROGRAM AREAS

Arts & Culture	Continuing Education & Life Skills	Nature Programs
Senior Programs	Special Events	Sports & Wellness

The following core program areas, descriptions, and outcomes for IPR were identified during the data collection phase of the program assessment.

Arts & Culture A variety of planned activities and events focused on promoting, preserving, and celebrating artistic expression. Programs aim to engage diverse audiences, foster creativity, and enrich community life through various art forms, particularly performing arts, visual arts, music, and crafts.

Sports & Wellness A variety of fitness programs and services to enhance the physical, mental, social, and emotional health of individuals in the community. Supports well-being and fosters social connections within community spaces. Create recreational athletic opportunities for youth through retired adults in an indoor and outdoor park setting.

Special Events Large scale events to bring the larger community together as a whole and create opportunities to expand community with neighbors, businesses, non-profits and other community organizations for individuals that live or work in Independence. Events designed to engage the community and provide enriching experiences. Events are often seasonal or themed and can range from small gatherings to large-scale functions.

Continuing Education / Life Skills Continuing education refers to learning activities undertaken after initial education, either for professional development or personal enrichment, while life skills encompass a broader set of competencies needed for daily living and well-being.

Senior Programming Programs specifically for people 60 and over that promote health, wellbeing, and enriched quality of life through fitness, nutrition, social, education, and travel programs and activities.

Nature Programming Wide range of hands-on activities and programs with the goal of making children, adults and families comfortable in nature. Activities are not limited to environmental education, outdoor education but also activities not necessarily connected to nature and the outdoors.

CORE PROGRAM RECOMMENDATIONS

Based on community feedback and trends, new and adapted core program areas of focus have been outlined below for IPR with some key, measurable outcomes for consideration.

ACTIVE ADULT PROGRAMMING

The 55 and over, or older adult population, have a wide variety of interests and abilities that should be accounted for in future recreation program planning. Programs should focus on digital use and resources, social engagement, creative expression, and health and wellness. These age segments will be programmed for through the recommended core program areas including Aquatics, Arts and Culture, Community and Special Events, Continuing Education and Life Skills, Fitness and Wellness, Nature Education and Outdoor Adventure, Sports, and Youth and Family Out-of-school Enrichment.

Resources such as the National Recreation and Park Association's "Healthy Aging Framework"[1] or the AARP's "Livable Communities"[2] can provide ideas and structure on how to build this core program area with appropriate and relevant programming for Independence's active and aging residents.

1 https://storymaps.arcgis.com/stories/7a552bba1dcd4172b6c566b5fa9d90af
2 https://www.aarp.org/livable-communities/archives/livable-communities-public-health/

Core Program Area Title	Description	Key, Measurable Outcomes
Aquatics	Provide safe, engaging, and inclusive aquatics programs that promote water safety, physical fitness, and recreational enjoyment for all ages and skill levels.	• Ensure that swim lesson participants demonstrate improved water safety skills. • Introduce at least three new aquatics programs annually.
Arts and Culture	Provide diverse and accessible art and culture programs that celebrate creativity, heritage, and community engagement across all ages and backgrounds.	• Number of programs offered annually • Attendance by age group • Participant satisfaction ratings
Community and Special Events	Create vibrant, inclusive, and memorable special events that strengthen community bonds, celebrate local culture, and provide diverse entertainment and recreational opportunities.	• Event attendance • Economic impact (e.g., vendor revenue) • Community satisfaction and participation surveys
Continuing Education/ Life Skills	Continuing education refers to learning activities undertaken after initial education, either for professional development or personal enrichment, while life skills encompass a broader set of competencies needed for daily living and well-being.	• Number of programs offered annually • Attendance by age group • Participant satisfaction ratings
Fitness and Wellness	Promote a healthy and active community by offering diverse and accessible fitness and wellness programs that support physical, mental, and emotional well-being for all ages and fitness levels.	• Program attendance and frequency • Percent of programs at capacity • Fitness assessment or self-reported health
Nature Education and Outdoor Adventure	Inspire a deep connection to nature and foster personal growth through diverse outdoor education and adventure programs that promote environmental stewardship, physical activity, and lifelong learning.	• Number of environmental/outdoor programs • Youth participation in nature-based activities • Pre/post program surveys
Sports	Provide comprehensive and inclusive sports programs that foster physical development, teamwork, and a lifelong love of sports while promoting positive values such as sportsmanship, discipline, and respect.	• Player registration and retention rates • Number of volunteer coaches • Participant skill or knowledge growth
Youth and Family Out-of-School Enrichment	Structured, engaging opportunities for children, youth, and families during out-of-school hours, including afterschool, evening, weekend, holiday break, and summer programs.	• Program enrollment by age and season • Access for low-income families • Academic or social-emotional outcomes

TABLE 12 RECOMMENDED CORE PROGRAM AREAS AND OUTCOMES

Recreation programming plays a vital role in fostering an age-friendly community. By designing indoor and outdoor spaces that are accessible and welcoming, and by offering programs that promote health, wellness, lifelong learning, and social engagement, communities can better serve older adults across a range of interests, abilities, and age groups. It is also important to consider transportation options to ensure easy access to key gathering places and recreation facilities. Finally, reducing social isolation through inclusive gathering spaces, regular community events, and opportunities to connect can help strengthen community bonds and support healthy aging.

AQUATICS PROGRAMMING

Even though IPR's outdoor aquatic center has permanently closed, aquatics programming remains an essential long-term core program area for the community. Aquatic recreation supports multiple priority service outcomes including health and wellness, water safety, and family recreation, and continues to be one of the most consistently requested program types in national and local recreation trends. In the near term, IPR can continue meeting community needs by expanding partnerships. This includes coordinating learn-to-swim programs with adjacent municipal pools, school district facilities, and private swim schools.

Long-term, Independence has an opportunity to re-establish aquatics as a true anchor of its recreation system through the development of an indoor aquatic center that supports year-round programming. An indoor facility would dramatically expand IPR's capacity to offer learn-to-swim lessons, therapeutic and rehabilitation programs, aquatic fitness, lifeguard training, youth and adult swim teams, family recreation, and adaptive programs. It would also reduce weather-related cancellations, stabilize revenue, and extend reach to residents who rely on structured swim instruction or low-impact exercise as part of their health and wellness routines. Pairing an indoor aquatic center with a future community center would ultimately create a sustainable foundation for aquatics as a core program area.

ARTS AND CULTURE PROGRAMMING

According to the statistically valid survey, adult art, dance, and performing arts was identified as a high priority investment opportunity for Independence. Youth art, dance, and performing arts was identified as a medium priority in the same survey. IPR should add programs and classes using multiple mediums such as drawing, painting, sculpting, varied genres of music performance and appreciation, and differing styles of dance. Classes can be geared specifically toward adults, youth, or families. Also, IPR currently has partnership agreements with a few theater groups that provide programming in the Sermon Center. However, these agreements lack specific details and measurable outcomes for each side. Similar to other program areas, Independence should apply the partnership principles detailed in section 4.2.9 to all agreements that may or may not be fully developed or executed. Independence should use caution when making decisions on which specific user groups to provide additional resources to so that other core program areas are not forgotten or under-resourced.

COMMUNITY AND SPECIAL EVENTS

Community and special events are a priority for the Independence community as evident in the community survey results. IPR provides special events that range from smaller, more targeted events to large-scale, community wide activities that require a significant amount of department resources and investment. This core program area should be further defined to allow staff and officials to make strategic decisions on how resources are allocated depending on the type of event and who it serves. This is particularly important to addressing outside or third party requests for event support from other organizations.

IPR should consider a tiered approach to decision making on how support is provided and events are planned in the future. This approach can help smaller, low-cost events move forward more quickly while larger, resource-heavy events will require more advanced planning.

Finally, IPR should consistently track department expenses and resources that are allocated to special events to ensure that future partnerships are mutually beneficial and that these outside requests do not negatively impact core recreation services that must be provided with limited funding.

The following page is an example of a tiered approach for decision-making on community events.

Tier	Event Size / Type	City Services Required	Budget Threshold	Examples
Tier 1	Under 200 people, small park events, neighborhood gatherings	Up to 2 services, no road closures	Up to $500	Small concerts, picnics, youth events
Tier 2	200–500 people, moderate complexity	Up to 5 services, 1–2 closures	Up to $3,500	Car shows, holiday programs
Tier 3	500–1,000 people, high complexity	Up to 6 services, 3–4 closures	Up to $10,000	Runs, festivals, large park programs
Tier 4	1,000+ people or any event with alcohol, major town-wide event	7+ services, major closures	$50,000+	Parades, multi-day festivals

TABLE 13 EXAMPLE OF TIERED APPROACH ON DECISION MAKING FOR COMMUNITY EVENTS

CONTINUING EDUCATION AND LIFE SKILLS

Continuing education refers to learning activities undertaken after initial education, either for professional development or personal enrichment, while life skills encompass a broader set of competencies needed for daily living and well-being.

Independence should expand this core program area to include different levels for skill progression and to reach underserved target audiences.

FITNESS AND WELLNESS

IPR should focus fitness and wellness programming on a growing wellness trend geared toward social workouts. Community centers are creating programming that integrates social, mental, and physical health in one total experience. Some strategies to enhance the social workout experience include:

- Creating individualized experiences through enhanced equipment and additional personal training opportunities.
- Developing a more comprehensive wellness experience that caters to a wide range of preferences from strength training to yoga, Pilates, and wellness coaching.
- Offering technology to participants for personalized health assessments and incorporating it into health and fitness programming.
- Add group-based programs that blend fitness with social interaction, such as yoga socials, wellness workshops, or fitness mixers for adults and active seniors.
- While technology enhances the wellness experience through automation and by providing ample data to improve wellness plans, maintaining strong relationships between trainers, program instructors and participants remains crucial for long-term engagement and accountability.
- Finally, park spaces provide flexible, low-cost opportunities to host:
  - Pop-up fitness events, like boot camps, tai chi in the park, or seasonal walking/running clubs.
  - Wellness trails that incorporate guided meditations, QR codes for mobile workouts, or outdoor fitness circuits.
  - Drop-in or league-based sports programs for adults, such as pickleball, walking soccer, or ultimate frisbee, paired with social hours or wellness education.

NATURE EDUCATION AND OUTDOOR ADVENTURE

Nature Education and Outdoor Adventure programming in Independence should be anchored by the George Owens Nature Park, serving as the hub for environmental education, outdoor exploration, and community-based stewardship initiatives. Through a coordinated mix of hands-on nature education, guided outdoor adventures, and experiential learning opportunities, this program area can inspire residents of all ages to build a deeper connection to the natural environment while supporting physical activity, curiosity, and lifelong learning.

Programming should leverage the Nature Park's existing assets, trails, habitats, exhibits, and staff expertise, while expanding outward into parks, schools, neighborhoods, and community spaces to reach audiences who may not traditionally engage with nature-based programming. Mobile nature programs, school partnerships, and pop-up outdoor classrooms can extend the Nature Park's reach, reduce barriers to participation, and strengthen community awareness of Independence's natural resources. Positioned as both an educational destination and a community connector, the George Owens Nature Park can play a central role in advancing environmental stewardship, youth development, and inclusive outdoor recreation throughout the city.

YOUTH AND FAMILY OUT OF SCHOOL ENRICHMENT

IPR should enhance its current engagement with youth and teens or young adults. These activities should include out of school programming with added opportunities that could be housed within one of their community centers.

- An interactive game wall in the gym could help create gamified challenges for older youth and teens.
- IPR could explore adding a dedicated maker space with access to instruction, technology, equipment, and supplies for different skilled trades that are focused on tech, art and design, music, and carpentry.
- Partner with local media professionals, universities, or technology companies to offer workshops and training in video production, podcasting, social media management, and coding.
- Lastly, another partnership opportunity includes enrichment programming geared toward the various arts, which could be another draw for young adults.

Continuing Education and Life Skills programming is absent for preschool and elementary ages, leaving out critical years for enrichment and early development. For this reason, this core program area should have a more defined focus toward youth and family enrichment and introduce programs such as literacy and STEM or STEAM exploration, cooking basics, and school-break day camps, delivered in partnership with schools, libraries, and nonprofits.

YOUTH SPORTS

Independence should clearly define its role in youth sports to ensure programs are consistent, inclusive, and accessible for youth across the community. This begins with establishing a citywide philosophy for recreational youth sports that emphasizes instruction, skill development, affordability, and broad participation rather than early specialization or exclusivity. A clear definition of this philosophy will help align City-run programs, partner organizations, and volunteers around shared goals and expectations for youth sports experiences in Independence.

As part of this approach, Independence should clarify where it serves as a direct provider versus a facilitator or partner. Independence should continue to function as the lead organizer for recreational leagues, ensuring equitable access, consistent quality, and safe play environments.

For more competitive pathways, Independence's role should focus on coordination, facility support, and partnerships with independent leagues and regional organizations rather than direct management. In adaptive and inclusive sports, Independence should take a leadership role by convening partners, reducing barriers to participation, and ensuring programs are available to individuals of all abilities.

To support quality and consistency across all youth sports offerings, Independence should develop a coaching standards and training pipeline that applies to both City-run and partner programs. This pipeline should include volunteer onboarding, background checks and safety training, and sport-specific skill development, while reinforcing a shared philosophy focused on positive youth development. Over time, this structure will help create a consistent experience for participants regardless of sport or league.

Finally, Independence should establish clear developmental pathways that allow participants to progress from introductory and beginner programs to recreational leagues and competitive opportunities as interest and skill levels evolve. Ongoing evaluation of participation data should be used to identify and address gaps in service, particularly for girls' sports, low-income youth, and underserved neighborhoods. By defining its role and expectations in youth sports, Independence can create a more cohesive system that supports lifelong participation, equity, and positive outcomes.

SHIFT TO QUALITY OVER QUANTITY

While IPR offers a wide range of parks, facilities, and programs, many facilities are aging, underutilized, or stretched thin for services. Rather than expanding the number of offerings, the department should prioritize reinvesting in existing spaces to modernize infrastructure, enhance accessibility, and improve the overall participant experience. This approach includes consolidating underperforming sites, upgrading high-impact facilities, and tailoring programs to align more closely with community needs and expectations. By emphasizing quality over quantity, IPR can create a more sustainable system that delivers meaningful, well-maintained, and impactful recreation opportunities, building resident pride and ensuring long-term relevance.

4.2.8 PROGRAM STRATEGIES, STANDARDS AND PERFORMANCE MANAGEMENT

Program standards should be established as a part of the program development process to ensure consistency of services. A focused approach should be applied to quality assurance for all services and how they are planned, implemented, and evaluated.

Quality standards should include expectations for staff training, staff performance evaluations, the condition of the program space, condition of supplies and equipment used for activities, and adhering to risk management policies and practices.



Also, defined and consistent customer service standards ensure that staff are maintaining a safe, quality, and positive experience for participants. Important standards are applied to the customer's journey from the point of deciding to register for a program or activity, through the registration process, participation, and, finally, evaluation of the customer's experience after the program or activity has been completed. Staff should always be mindful of consistent communication with the customer through the completion of the program or activity as well as ways that the customer experience can be enhanced.

PROGRAM DEVELOPMENT AND RESOURCE GUIDE

IPR should create a Program Development and Resource Guide that outlines a consistent program development process that can assist programming staff with service delivery standards for both in-house and contracted programs. This includes a worksheet that staff would fill out when proposing a new program or update to a current program. The worksheet outlines critical program details including projected expenses that are used to establish the program fee. The worksheet also asks for information related to program outcomes, marketing tactics, and whether a similar program is offered elsewhere within the community. An example worksheet has been provided in **Appendix D**.

Also, as a part of the program development process, IPR should consider comparing planned programs and prioritizing resources using additional data points, such as potential partnership or sponsorship opportunities, market competition, and the program's priority investment ranking from the community needs assessment survey. This additional analysis will help staff make an informed, objective case to the public when a program that is in decline, but beloved by a few, is retired. A strong case is made for resources to be allocated to the program/service if it has a high priority ranking, appropriate cost recovery, good age segment appeal, good partnership potential, and strong market conditions.

PROGRAM STANDARDS AND PERFORMANCE MANAGEMENT RECOMMENDATIONS

- Establish consistent standards for service delivery, staff training, program conditions, and risk management to ensure consistent quality.
- Apply customer service standards and maintain consistent communication to enhance the customer experience from registration to post-program evaluation.
- Use performance measures and HR standards, including training and reviews, to ensure effective program delivery and staff skill development.

DATA COLLECTION FOR RECREATION PROGRAM MANAGEMENT

IPR can streamline recreation program management data collection through their current recreation management software, RecTrac, by using a more automated workflow that minimizes staff time and produces key data for informed decision making.

- IPR should first determine the key data points that they would like to regularly analyze. Some best practices for metrics include program participation, financial performance such as the cost recovery percentage of each program, customer feedback, operational metrics such as instructor or staff hours per program, and key marketing insights including social media or email campaign effectiveness.

- RecTrac has features that can assist with the automated data collection for many of these key data points.
- Custom RecTrac reports can be automatically generated for program participation trends, waitlist to enrollment conversion, facility utilization, and revenue vs. cost recovery per program.
- RecTrac can also send post program surveys via email after program completion. Software such as SurveyMonkey or Google Forms linked through RecTrac can help capture satisfaction scores and feedback for reporting purposes.
- Finally, there are online dashboards, some that are free to use such as Google's Looker Studio, which can be created using the data collected through RecTrac that can provide real-time updates on program performance for monthly or quarterly reports.

PROGRAM LIFECYCLE

A program lifecycle analysis involves reviewing each program offered by IPR to determine the stage of growth or decline for each. This provides a way of informing strategic decisions about the overall mix of programs managed by IPR to ensure that an appropriate number of programs are "fresh" and that few programs, if any, need to be discontinued. This analysis is not based on strict quantitative data, but rather, it is based on staff members' knowledge of their programs. **Figure 30** shows the percentage distribution of the various lifecycle categories of the IPR's programs. These percentages were obtained by comparing the number of programs in each individual stage with the total number of programs listed by staff members.

It is recommended to have fifty to sixty percent of all programs within the beginning stages because it provides IPR with an avenue to energize its programmatic offerings. These stages ensure the pipeline for new programs is there prior to programs transitioning into the Mature stage.

The Mature stage anchors a program portfolio, and it is recommended to have forty percent of programs within the Mature category to achieve a stable foundation.

It is a natural progression for programs to eventually evolve into saturation and decline stages. However, if programs reach these stages rapidly, it could be an indication that the quality of the programs does not meet expectations, or there is not as much of a demand for the programs. As programs enter the Decline Stage, they must be closely reviewed and evaluated for repositioning or elimination. When this occurs, IPR should modify these programs to begin a new lifecycle within the Introductory Stage or replace the existing programs with innovative programs based upon community needs and trends.

PROGRAM LIFECYCLE RECOMMENDATIONS

- Conduct an annual review of all programs to determine their stages of growth or decline and adjust the portfolio as needed to maintain balance and innovation.
- Aim for 50-60% of programs in the beginning stages to energize offerings and ensure a pipeline for future mature programs.
- Implement annual performance metrics for each core program area to track participation growth, customer retention, and the introduction of new programs, fostering innovation and alignment with community needs and trends.

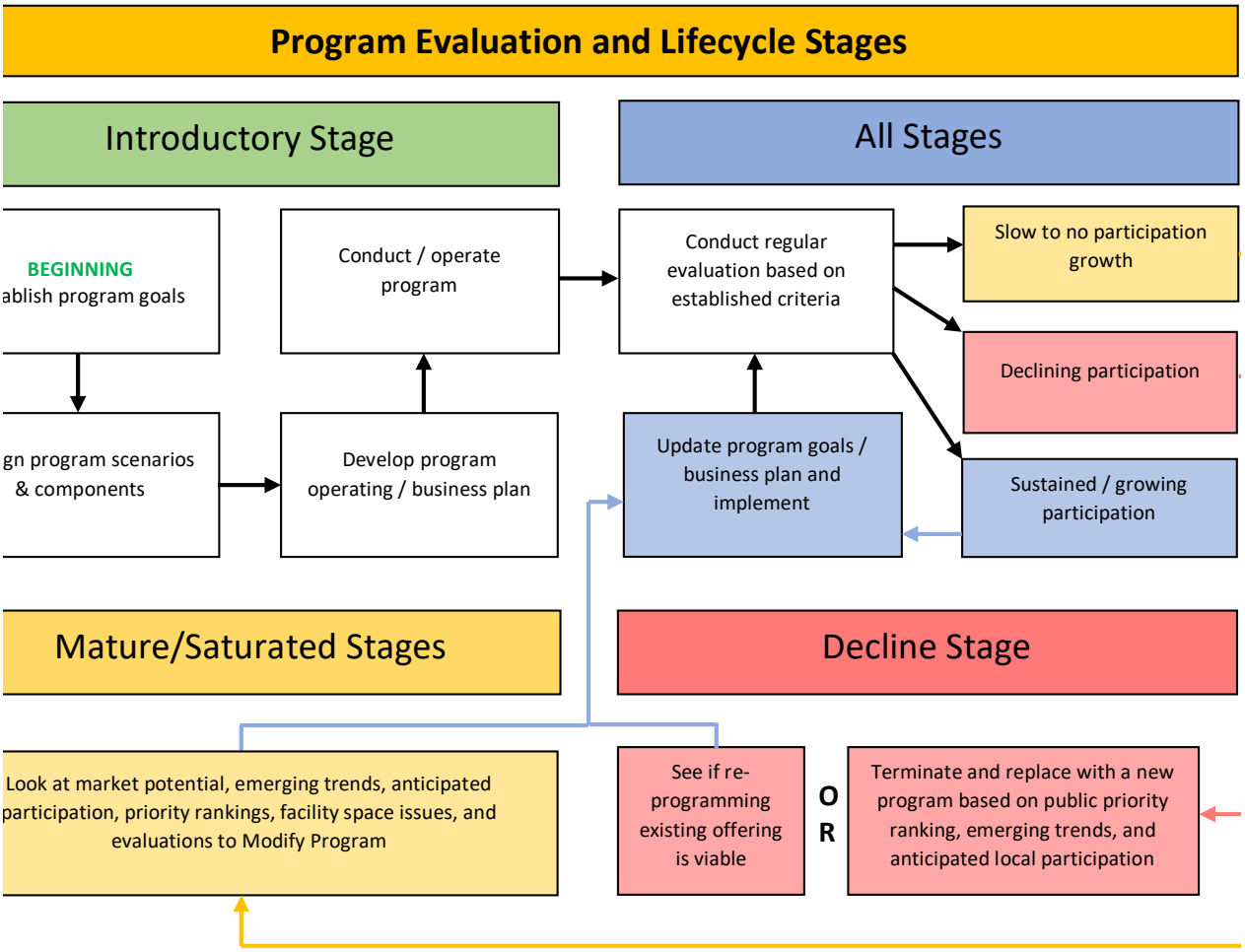


FIGURE 29 PROGRAM EVALUATION PROCESS

Lifecycle Stage	Description	Actual Program Distribution		Recommended Distribution
Introduction	New program; modest participation	20.3%	42.4%	50-60% total
Take-Off	Rapid participation growth	5.1%		
Growth	Moderate, but consistent population growth	17.1%		
Mature	Slow participation growth	30.4%	30.4%	40% total
Saturation	Minimal to no participation growth; extreme competition	15.8%	24.7%	0-10% total
Decline	Decline participation	8.9%		
Cancelled	Cancelled programs	2.5%	2.5%	

FIGURE 30 PROGRAM LIFECYCLE BREAKDOWN

Staff should complete a Program Lifecycle Analysis, using the process in **Figure 29**, on an annual basis and ensure that the percentage distribution closely aligns with the desired performance. Furthermore, IPR could include annual performance measures for each core program area to track participation growth, customer retention, and percentage of new programs as an incentive for innovation and alignment with community trends.

PROGRAM CLASSIFICATION

Conducting a classification of services analysis informs how each program serves the overall organization mission, the goals and objectives of each core program area, and how the program should be funded with tax dollars and/or user fees and charges. Where a program or service is classified depends upon alignment with the organizational mission, how the public perceives a program, legal mandates, financial sustainability, personal benefit, competition in the marketplace, and access by participants. Program classifications can also help to determine the most appropriate management, funding, and marketing strategies.

With assistance from staff, a classification of programs and services was conducted for all the recreation programs offered by IPR. The results presented in **Figure 31** represent the current classification distribution of recreation program services. All IPR programs should be assigned cost recovery goal ranges, through an IPR pricing policy, for the different classifications or core program areas.

PROGRAM CLASSIFICATION			
Factors	**Essential**	**Important**	**Value-Added**
Public interest; Legal Mandate; Mission Alignment	High public expectation	High public expectation	High individual and interest group expectation
Financial Sustainability	Free, nominal or fee tailored to public needs, Requires public funding	Fees cover some direct costs, Requires a balance of public funding and a cost recovery target	Fees cover most direct and indirect costs, Some public funding as appropriate
Benefits (health, safety, protection of assets, etc.)	Substantial public benefit (negative consequence if not provided)	Public and individual benefit	Primarily individual benefit
Competition in the Market	Limited or no alternative providers	Alternative providers unable to meet demand or need	Alternative providers readily available
Access	Open access by all	Open access or Limited access to specific users	Limited access to specific users
Best Practice Cost Recovery Goal	0 - 50%	50% - 75%	75% - 100%+
Program Distribution	47%	18%	35%

FIGURE 31 PROGRAM CLASSIFICATION DISTRIBUTION

The program classification analysis shows that 47% of IPR's offerings fall into the "Essential" category, 18% are considered "Important," and 35% are "Value-Added." The highest share of programs being Essential indicates that nearly half of all services are those with the strongest public expectation, substantial community benefit, and few, if any, alternative providers. These programs are generally open and accessible to all residents, supported by public funding, and provide critical health, safety, and quality-of-life benefits that would negatively impact the community if not offered. For community members, this means that IPR plays a vital role in ensuring equitable access to foundational services such as youth development, senior support, and safety-focused programs. For the department, it underscores the responsibility to sustain and protect these core offerings, even when cost recovery is limited, as they are central to its mission of serving the broad public good.

AGE SEGMENT ANALYSIS

An age segment analysis examines the distribution of recreation programs across different age groups to determine which populations are being served and where gaps may exist. This analysis is an essential tool for program planning, as it helps align recreation offerings with community demographics, interests, and evolving needs. For IPR, this analysis supports informed decision-making about resource allocation, program development, and strategic outreach.

IPR's age segment analysis was conducted across its core program areas to identify primary (P) and secondary (S) age markets for each category. While each core area, such as Nature Programming, Senior Programming, Arts & Culture and Special Events (et.al.), has the potential to engage multiple age groups, understanding the predominant users helps IPR evaluate whether its programming is balanced and inclusive. A more detailed analysis at the individual program level can provide deeper insight into specific participation trends and opportunities.

IPR's programming has a wide age segment appeal, however there are opportunities for more programming to cater to preschool and elementary aged individuals.

	Ages Served							
Core Program Area	**Preschool (5 and Under)**	**Elementary (6-12)**	**Teens (13-17)**	**Adult (18-34)**	**Adult (35-50)**	**Adult (51-69)**	**Adult (70+)**	**All Ages Programs**
Arts & Culture	S	P	P	P	P	P	P	P
Continuing Education / Life Skills			S	P	P	P	P	
Nature	P	P	P	P	P	P	P	P
Senior Programs				S	S	P	P	
Special Events	P	P	P	P	P	P	P	P
Sports & Wellness	P	P	P	P	P	P	P	

FIGURE 32 AGES SERVED BY CURRENT CORE PROGRAM AREAS

ALTERNATIVE PROVIDER ANALYSIS

Performing an alternative service provider and market definition analysis for recreational programming can offer several benefits to IPR to help the organization operate more efficiently, offer higher-quality programs, and best serve the needs of the community.

- Understanding the alternative service providers in the market allows IPR to identify gaps in existing services and potentially offer new or improved programs to meet the needs of the community more effectively.
- Identifying gaps in the market can also present opportunities for IPR to develop new revenue streams through innovative programs or partnering with private providers for mutually beneficial outcomes.
- By analyzing the market, IPR can identify potential cost-saving opportunities by either collaborating with existing providers or outsourcing certain services, thus optimizing resource allocation.
- Analyzing alternative providers helps the department benchmark its own programs against those offered by competitors, leading to the enhancement of program quality and diversity.
- Through consistent market analysis, IPR can prioritize its resources based on identified needs and demands, ensuring that investments are directed towards areas where they are most needed and likely to have the greatest impact.

- By offering programs that align with community interests and preferences, IPR can create greater engagement and satisfaction among residents, leading to increased utilization of recreational facilities and services.
- Insights gained from the analysis can inform the department's strategic planning process, helping to set clear objectives and priorities for future programming initiatives.

Comparative of Programming	Location	Arts & Culture	Continuing Ed. / Life Skills	Facility Rentals	Nature Programs	Senior Programs	Sports & Wellness	Special Events
Similar Providers								
Anytime Fitness	15904 E 23rd St S, Independence, MO 64055						x	
9Round Kickboxing Fitness	19321 E US 40 Hwy, Suite K, Independence, MO 64055						x	
APEX Sports Hub	19310 E 50th Terrace, Independence, MO 64055						x	
Blue Springs Fieldhouse	425 NE Mock Ave, Blue Springs, MO 64014						x	
Burr Oak Woods Nature Center	1401 NW Park Rd, Blue Springs, MO 64015				x			
DNA Community Center	17902 N Whitney Rd, Independence, MO 64058							
Fairmount Community Center	217 S Cedar Ave, Independence, MO 64053		x			x		
Genesis Health Clubs	3850 S Crackerneck Rd, Independence, MO 64055						x	
Jackson County Shrine Club	120 S Pleasant St, Independence, MO 64050			x				x
Jazzercise	17201 E US 40 Hwy, Independence, MO 64055						x	
KC Elite Fieldhouse	500 N Main St, Independence, MO 64050						x	
Lakeside Nature Center	4701 E Gregory Blvd, Kansas City, MO 64132				x			
Mallinson Vineyard and Hall	3029 N River Blvd, Sugar Creek, MO 64050			x				x
Martha Lafite Thompson Nature Sanctuary	407 N La Frenz Rd, Liberty, MO 64068				x			
Missouri Department of Conservation	200 Unity Circle North, Suite 2A, Lee's Summit, MO 64086				x			
Planet Fitness	4545 B South Noland Rd, Independence, MO 64055						x	
Self-Propelled Fitness	109 W Lexington Ave, Independence, MO 64050						x	
Storybook Theatre	14300 E US 40 Hwy, Independence, MO 64050	x						
Studio on Main	123 S Main St, Independence, MO 64050	x					x	
The Luxe Event Space	200 N Liberty St, Independence, MO 64050			x				x
The City House	210 W Truman Rd, Independence, MO 64050			x				x
The Delaware Event Space	125 S Main St, Independence, MO 64050			x				x
The Farmhouse KC Venue	17221 E 32nd St S, Independence, MO 64055			x				x
The Higher Event Space	17601 E US 40 Hwy, Suite D, Independence, MO 64055			x				
The Pavilion Event Space	14831 E US 40 Hwy, Kansas City, MO 64136			x				x
The Rhapsody Wedding & Reception Venue	2322 E R D Mize Rd, Independence, MO 64057			x				x
Vesper Hall	400 NW Vesper St, Blue Springs, MO 64014		x			x		

FIGURE 33 SIMILAR RECREATION PROVIDERS IN INDEPENDENCE

Many alternative providers in and around Independence are private organizations. This further highlights the need for strong parks and recreation facilities that can offer alternative programming opportunities focused on inclusivity, affordability, and wide demographic appeal. For instance, IPR can support the need for youth sports programs by providing non-competitive, instructional programs that build skills for children in a variety of sports. This will continue to build interest in youth sports that eventually feeds into the more advanced programs that other organizations oversee within the community.

Other recommendations include:

- Avoid duplicating oversaturated private markets and shift toward unique experiences and educational programming.
- Expand arts, culture, and life skills offerings to serve all ages and strengthen community engagement.
- Develop age-targeted strategies such as creating more programs for seniors, teens, and those that create an intergenerational interest. These age segments are traditionally underserved and present major growth opportunities.
- Leverage city parks and facilities to host public-focused events rather than just rentals.

Finally, below is an overview of gaps and overlaps within current core program areas in and around the Independence community.

Program Area	Notes
Arts & Culture	Primarily small venues or niche providers.
Continuing Education and Life Skills	Limited large-scale or private sector involvement.
Facility Rentals	Market is saturated; dominated by private event venues.
Nature Programs	Strong presence by conservation and nature centers.
Senior Programs	Services are limited and largely concentrated at Vesper Hall and Fairmount Community Center.
Sports and Wellness	Highly saturated; most providers are private fitness or sports clubs.
Special Events	Many venues support events, but programming-driven events may be lacking.

TABLE 14 GAPS AND OVERLAPS FOR CURRENT CORE PROGRAM AREAS

MACMILLAN MATRIX

IPR has many leisure and recreation opportunities available to residents offered by IPR and other providers in the local government, non-profit, and private sectors. With limited resources, IPR cannot realistically provide all recreation opportunities at a high level. Leadership should continuously assess its services to ensure they are not duplicating a program or activity that is already addressing a need in the community.

The MacMillan Matrix (**Figure 34**) is a tool that can help staff determine if specific program areas are the right strategic investment for IPR.

MacMillan Matrix		High Program Attractiveness		Low Program Attractiveness	
		Other Organizations Cover This	Few Other Organizations Cover This	Other Organizations Cover This	Few Other Organizations Cover This
Good Fit with Mission and Abilities	**Strong** Competitive Position	Affirm this program and negotiate functions with other organizations.	Grow in order to provide this service to the community.	Collaborate to share the load or help to find resources.	"Soul of the Organization" - find support for this or limit its scope.
	Weak Competitive Position	Give this away quickly.	Decide with other organizations who should do this.	Give this to other oraganizations, supportively.	Collaborate to share the load or give it away.
Poor Fit with Mission and Abilities		Give this away quickly.		Give this away systematically.	

FIGURE 34 MACMILLAN MATRIX FOR PROGRAM INVESTMENT DECISIONS

Based on the analysis of current program data, available facilities, recreation trends, similar recreation providers, and community input, **Figure 33** provides an example of how the MacMillan Matrix can be used to determine the best investment for future recreation program resources.

MacMillan Matrix		High Program Attractiveness	
		Other Organizations Cover This	Few Other Organizations Cover This
Good Fit with Mission and Abilities	**Strong** Competitive Position	Adult fitness & wellness (focus on inclusivity, introductory, affordable programs)	Youth life skills & continuing education (literacy, STEM, day camps, enrichment)
	Weak Competitive Position	Competitive/Advanced Youth Sports Leagues (Travel and club teams dominate; position for inclusive/rec leagues)	Rentals (mainstream revenue, maintain cost recovery, don't expand)
Poor Fit with Mission and Abilities		Give this away quickly.	

FIGURE 35 EXAMPLE USE OF MACMILLAN MATRIX FOR INDEPENDENCE PROGRAMMING

CREATING MORE CAPACITY FOR PROGRAMMING

IPR and its programming will benefit from a sustained effort toward building capacity to address the limitations of space and staffing. There are five key operational areas crucial to a park and recreation department's success.

Policy/Procedure: This involves establishing clear guidelines and protocols to achieve desired outcomes for park and recreation services, ensuring adherence to approved plans, policies, and standards.

Management: This focuses on effectively organizing, coordinating, and supervising all departmental activities to fulfill defined goals. It encompasses staff roles, responsibilities, and overall workflow.

Resources: This entails managing the department's resources, including finances, equipment, inventory, staff expertise, and information, to ensure their efficient utilization for optimal functioning.

Technology: This emphasizes leveraging technology like software, tools, and equipment to enhance efficiency in park operations. This can involve utilizing digital platforms for communication, work order tracking, or resource management.

Communications: This covers both internal and external communication strategies. It involves effectively disseminating information regarding park operations, promoting services and programs, and keeping the community informed about capital projects.

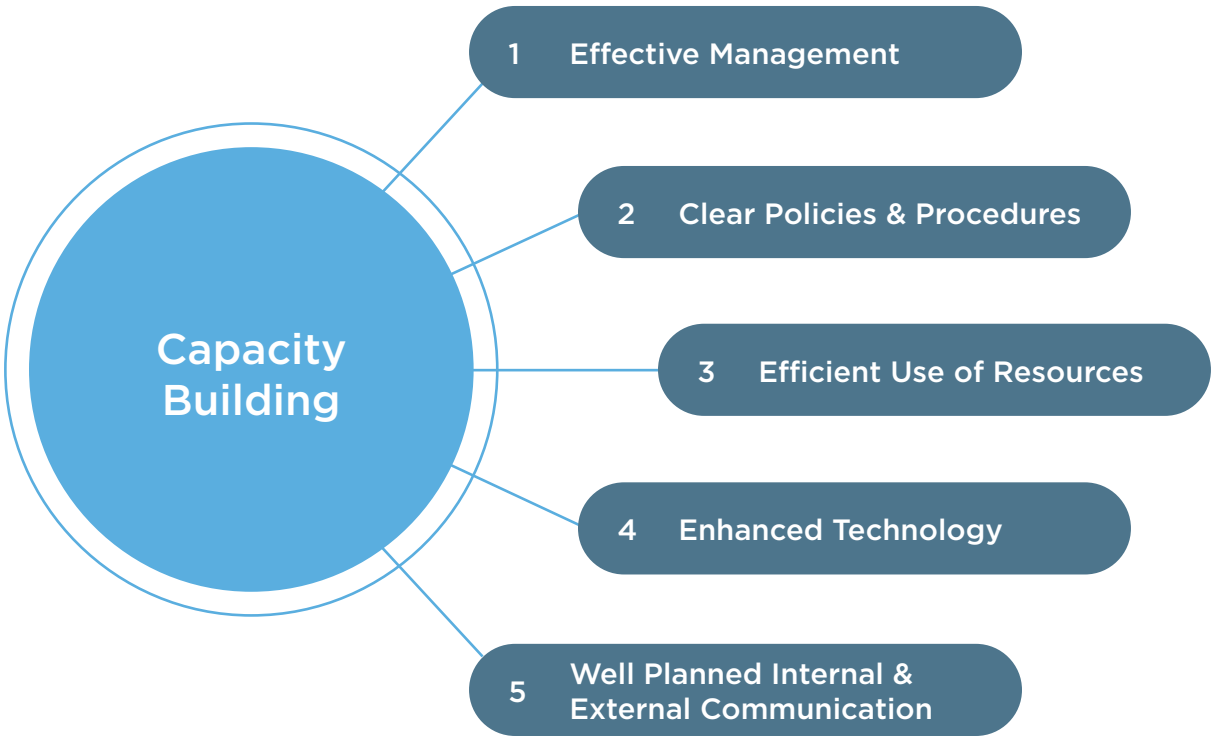


FIGURE 36 BUILDING ORGANIZATIONAL CAPACITY

IPR can adopt several strategic approaches that help strengthen the preceding key operational areas.

- **Ensure a staffing plan is established before planning additional programs. Falling short on staff will have a direct effect on program capacity and may leave some activities unsupervised or cancelled altogether.**
- Consider partnering with additional community organizations to host programs. Leveraging partnerships with local schools, community and private organizations can provide access to additional volunteers and spaces for programming, which can extend the range and reach of recreational activities. Utilizing these external venues during off-peak hours or through collaborative agreements can help mitigate space constraints without significant capital investment. Also, volunteers with specific skills and interests can help fill a need for program instructors.
- The use of enhanced technology can help with staff efficiency through automated tasks and allow staff to be used in different, potentially more effective ways.
  - Streamline operations such as recruitment, training, and employee management through cloud software that brings together all necessary human resources functions.
  - Systems that tie together program registration and facility usage data with financial performance data, can make analysis more efficient for budgeting, and reporting with accuracy.
  - Automate marketing campaigns, content creation, and audience engagement. Software that brings all marketing functions under one umbrella and that also provides real time engagement metrics can save staff a lot of time on this important recreational programming function.
  - Design and manage recreational programs and events. For example, new technology can help with research and data analysis to determine participation trends to recognize adjustments or enhancements that need to be made to offerings.
  - Lastly, new technology can help in counting visitors, monitoring building systems, surveilling facilities, providing security, planning building improvements, and saving energy. This can save valuable time while providing more data for informed operational decisions.

CREATE A FRONT-LINE-FOCUSED ORGANIZATIONAL STRUCTURE

Build an efficient, front-line-focused organizational structure by streamlining internal processes, prioritizing resources for staff who directly serve residents, and aligning leadership support to strengthen day-to-day service delivery. This approach ensures that the department operates with greater clarity, responsiveness, and accountability, while putting community experience at the center of its operations.

In practice, this suggests:

- **Efficiency**: Reducing layers of bureaucracy, clarifying roles, and streamlining processes so staff spend less time on internal hurdles and more time serving the community.
- **Front-line-focused**: Prioritizing positions and support for the staff who interact directly with residents (program instructors, maintenance crews, customer service, event coordinators), ensuring they have the tools, training, and authority to deliver high-quality service.
- **Organizational structure**: Rebalancing or restructuring departments, divisions, or reporting lines so that leadership supports operations rather than pulling resources away from them, with clearer accountability and stronger communication channels.

In short, it is about creating a leaner, service-oriented organization that puts community-facing staff and resident experience at the center, while aligning management and support systems to back them up effectively.

4.2.9 VOLUNTEERS AND PARTNERSHIPS

Another way to expand capacity for additional recreation programming is through effective volunteer management and partnership strategies. Below are best practices for each.

BEST PRACTICES IN VOLUNTEER MANAGEMENT

In developing a volunteer policy, some best practices that the IPR should be aware of include:

- Involve volunteers in cross-training to expose them to various organizational functions and increase their skill. This can also increase their utility, allowing for more flexibility in making work assignments, and can increase their appreciation and understanding of the IPR.
- Ensure a Volunteer Coordinator (a designated program staff member with volunteer management responsibility) and associated staff stay fully informed about the strategic direction of the agency overall, including strategic initiatives for all divisions. Periodically identify, evaluate, or revise specific tactics the volunteer services program should undertake to support the larger organizational mission.
- A key part of maintaining the desirability of volunteerism in the agency is developing a good reward and recognition system. The consultant team recommends using tactics like those found in frequent flier programs, wherein volunteers can use their volunteer hours to obtain early registration at programs, or discounted pricing at certain programs, rentals or events, or any other department function. Identify and summarize volunteer recognition policies in a Volunteer Policy document.
- Regularly update volunteer position descriptions. Include an overview of the volunteer position lifecycle in the Volunteer Manual, including the procedure for creating a new position.
- Add end-of-lifecycle process steps to the Volunteer Manual to ensure that there is formal documentation of resignation or termination of volunteers. Also include ways to monitor and track reasons for resignation/termination and perform exit interviews with outgoing volunteers when able.
- In addition to the number of volunteers and volunteer hours, categorization and tracking volunteerism by type and extent of work, is important:
    - Regular volunteers: Those volunteers whose work is continuous, provided their work performance is satisfactory and there is a continuing need for their services.
    - Special event volunteers: Volunteers who help with a particular event with no expectation that they will return after the event is complete.
    - Episodic volunteers: Volunteers who help with a particular project type on a recurring or irregular basis with no expectation that they will return for other duties.
    - Volunteer interns: Volunteers who have committed to work for the agency to fulfill a specific higher-level educational learning requirement.
    - Community service volunteers: Volunteers who are volunteering over a specified period to fulfill a community service requirement.

IPR should encourage employees to volunteer in the community. Exposure of staff to the community in different roles (including those not related to parks and recreation) will raise awareness of the agency and its volunteer program. It also helps staff understand the role and expectations of a volunteer if they can experience it for themselves.



Softball at Mill Creek Park

POLICY RECOMMENDATIONS FOR PUBLIC/PRIVATE PARTNERSHIPS

The recommended policies and practices for public/private partnerships that may include businesses, private groups, private associations, or individuals who desire to make a profit from use of the IPR's facilities or programs are detailed below. These can also apply to partnerships where a private party wishes to develop a facility on park property, to provide a service on publicly owned property, or who has a contract with the agency to provide a task or service on the agency's behalf at public facilities. These unique partnership principles are as follows:

- Upon entering into an agreement with a private business, group, association or individual, the IPR staff and political leadership must recognize that they must allow the private entity to meet their financial objectives within reasonable parameters that protect the mission, goals and integrity of the IPR.
- As an outcome of the partnership, the IPR must receive a designated fee that may include a percentage of gross revenue dollars less sales tax on a regular basis, as outlined in the contract agreement.
- The working agreement of the partnership must establish a set of measurable outcomes to be achieved, as well as the tracking method of how those outcomes will be monitored by the agency. The outcomes will include standards of quality, financial reports, customer satisfaction, payments to the agency, and overall coordination with IPR for the services rendered.
- Depending on the level of investment made by the private contractor, the partnership agreement can be limited to months, a year or multiple years.
- If applicable, the private contractor will provide a working management plan annually that they will follow to ensure the outcomes desired by the IPR. The management plan can and will be negotiated, if necessary. Monitoring the management plan will be the responsibility of both partners. The agency must allow the contractor to operate freely in their best interest, if the outcomes are achieved, and the terms of the partnership agreement are adhered to.
- The private contractor cannot lobby agency advisory or governing boards for renewal of a contract. Any such action will be cause for termination. All negotiations must be with the IPR Director or their designee.
- The agency has the right to advertise for private contracted partnership services or negotiate on an individual basis with a bid process based on the professional level of the service to be provided.
- If conflicts arise between both partners, the highest-ranking officers from both sides will try to resolve the issue before going to each partner's legal counsels. If none can be achieved, the partnership shall be dissolved.

PARTNERSHIP OPPORTUNITIES

IPR currently has a strong network of recreation program partners. Therefore, the following recommendations are both an overview of existing partnership opportunities available to the IPR, as well as a suggested approach to organizing partnership pursuits. This is not an exhaustive list of all potential partnerships that can be developed, but this list can be used as a reference tool for the agency to develop its own priorities in partnership development. The following five areas of focus are recommended:

1. Operational Partners: Other entities and organizations that can support the efforts of the IPR to maintain facilities and assets, promote amenities and park usage, support site needs, provide programs and events, and/or maintain the integrity of natural/cultural resources through in-kind labor, equipment, or materials.

2. Vendor Partners: Service providers and/or contractors that can gain brand association and notoriety as a preferred vendor or supporter of the IPR in exchange for reduced rates, services, or some other agreed upon benefit.

3. Service Partners: Nonprofit organizations and/or friends' groups that support the efforts of the agency to provide programs and events, and/or serve specific constituents in the community collaboratively.

4. Co-Branding Partners: Private, for-profit organizations that can gain brand association and notoriety as a supporter of the IPR in exchange for sponsorship or co-branded programs, events, marketing and promotional campaigns, and/or advertising opportunities.

5. Resource Development Partners: A private, nonprofit organization with the primary purpose to leverage private sector resources, grants, other public funding opportunities, and resources from individuals and groups within the community to support the goals and objectives of the agency on mutually agreed strategic initiatives.

BEST PRACTICE FOR ALL PARTNERSHIPS

All partnerships developed and maintained by the IPR should adhere to common policy requirements. These include:

- Each partner will meet with or report to the IPR staff on a regular basis to plan and share activity-based costs and equity invested.
- Partners will establish measurable outcomes and work through key issues to focus on for the coming year to meet the desired outcomes.
- Each partner will focus on meeting a balance of equity agreed to and track investment costs accordingly.
- Measurable outcomes will be reviewed quarterly and shared with each partner, with adjustments made as needed.
- A working partnership agreement will be developed and monitored together on a quarterly or as-needed basis.
- Each partner will assign a liaison to serve each partnership agency for communication and planning purposes.

4.2.10 PERFORMANCE MEASURES

Performance measures are vital gauges for parks and recreation programs. They cut through guesswork, revealing what truly resonates with the community. For example, participation numbers paint a clear picture of program popularity, while satisfaction surveys illuminate areas for improvement with service delivery. By tracking outcomes linked to core programming, IPR can pinpoint their programs' impact and justify their value to stakeholders. Ultimately, performance measures guide data-driven decisions, ensuring resources are directed toward programs that bring the most benefit to the community.

For recreation staff and IPR leadership, key performance indicators ("KPIs") foster accountability and transparency, facilitating a clear understanding of individual and team contributions towards IPR goals. Regular monitoring and reporting on KPIs create a culture of continuous improvement and performance excellence. Staff can align their efforts with strategic priorities, focusing on initiatives that yield the highest community benefits. Additionally, KPIs enable leadership to recognize and reward outstanding performance, promote professional development, and cultivate a motivated workforce dedicated to enhancing the quality of life of the community through exceptional recreation programming.

HUMAN RESOURCE STANDARDS

Human resource standards are crucial for park and recreation programs because they ensure qualified, trained staff. This means recreation programs are led by competent instructors who can deliver safe and effective activities. Standards also promote fair treatment of staff, fostering a positive work environment that attracts and retains skilled employees. Ultimately, strong HR practices underpin successful recreation programs, benefiting both staff and the community they serve.

Specific standards that were analyzed, such as training and performance reviews, contribute to this goal. For example, a variety of training courses ensures staff have the wide range of skills and knowledge necessary to lead programs effectively, while performance reviews help identify areas for improvement and promote accountability toward continuous improvement and IPR goals.

For instance, by understanding staff strengths and areas for improvement, IPR can tailor training and professional development to address specific needs within recreation programming. Continued learning is one of the main drivers for staff motivation and a positive work culture. Also, encouraging open communication between staff and management will help ensure constructive feedback on employee performance is directly applied to program planning, execution, and customer services.

Additionally, performing regular quality assurance observations of contracted programs ensures that these instructors align with IPR expectations and standards for community recreation.

Performance evaluations and quality assurance observations are in and of themselves time and resource intensive requirements. Further, they must be completed by senior staff or director level leadership. This requirement should be planned and accounted for accordingly in workload assessments and staffing. As the current IPR leadership staff is at capacity, additional staffing should be explored to free up leadership to fulfill expert level tasks such as this.

4.2.11 ENHANCE CUSTOMER SERVICE AND RESIDENT EXPERIENCE

Enhance customer service and resident experience by building a culture of hospitality and accountability across all staff levels.

Strategies:

- **Training & Standards:** Implement ongoing customer service training focused on hospitality, inclusivity, and conflict resolution; establish clear service standards that staff are expected to meet.
- **Empowerment:** Provide front-line staff with the tools, information, and authority needed to resolve issues quickly and positively without unnecessary escalation.
- **Feedback Loops:** Create easy ways for residents to share feedback, both online and in person, and ensure that input is reviewed regularly to improve services and recognize staff successes.
- **Visibility & Presence:** Increase positive staff visibility in parks and facilities through ambassador programs, greeters, or on-site staff presence to create welcoming environments.

This shift not only strengthens trust and satisfaction among residents but also builds community pride and reinforces the value of Independence Parks and Recreation as a vital public service.

4.2.12 PROGRAM FINANCIALS

PRICING STRATEGIES

Pricing strategies are one mechanism that IPR can use to influence cost recovery and can help balance revenue generation with accessible pricing, allowing the Department to offset the added costs of expanding programming by adding staffing or third-party contractors without overwhelming existing staff resources. IPR currently uses a mixture of pricing strategies including pricing by Cost Recovery Goals but these are not consistent across the various core program areas. The most consistently used strategies include competition, by cost recovery goals, and by customer's ability to pay.

Core Program Area	Age Segment	Family / Household Status	Residency	Weekday / Weekend	Prime / Non-Prime Time	Group Discounts	By Location	By Competition (Market Rate)	By Cost Recovery Goals	By Customer's Ability to Pay
Sports & Wellness	x	x	x					x	x	x
Arts & Culture	x						x	x	x	x
Special Events							x	x	x	x
Senior Programs			x					x	x	x
Continuing Education / Life Skills	x						x	x	x	
Nature Programs								x	x	

FIGURE 37 PRICING STRATEGIES CURRENTLY USED FOR CORE PROGRAM AREAS

Moving forward, IPR should consider researching any untapped pricing strategies and the impact they could have on cost recovery goals. For instance, IPR could build their marketing budget by adding a marketing fee that is built into the overall fee for those programs that require more extensive promotions. This fee can eventually help to offset the costs for supplies, services, and personnel required for marketing and promotions.

Also, differential pricing such as weekday/weekend and prime time/non-prime time pricing could incentivize usage during off-peak times with lower prices and maximize revenue generation during periods of high demand. While this strategy is already being utilized by some core program areas, it is not consistently utilized across all.

These other pricing strategies can help balance revenue generation with accessible pricing, allowing IPR to expand programming without overwhelming existing staff resources.

- Offering different prices based on age (e.g., youth, adults, seniors) can encourage participation across demographics. Seniors may receive lower fees, which can boost overall participation, while certain youth and adult programs that are in higher demand typically have higher rates and can generate more revenue to subsidize other services.
- Providing discounts for group registrations (e.g., sports teams, classes) can encourage larger participation with minimal marketing or outreach, reducing per-user administrative efforts while increasing total revenue.
- Setting fees in line with local competition ensures that IPR remains competitive. This can maximize participation while aligning fees with what people are willing to pay, ensuring services are not being undervalued, thus increasing revenue to reinvest in staff and other resources.

FINANCIAL ASSISTANCE FOR RECREATION PROGRAMMING

IPR seeks to ensure that all members of the community can participate in recreation programs and activities, regardless of their financial circumstances.

Fundamental to increasing program access is providing and supporting programs and amenities that serve all ages, abilities, and interests in the community. Following the previously outlined program strategy objectives will help to better ensure programs are evenly distributed.

Establishing an IPR scholarship fund for discounted recreational programming and facility access can significantly enhance access to recreation offerings for the Independence community. Further, IPR should consider including the following measures in a scholarship policy:

- Identify specific populations in the city through demographic data to understand their needs and financial barriers. Where appropriate, tailor scholarship programming to specific populations such as youth, seniors, as well as low-income families.
- Provide income-based discounted rates for residents facing financial limitations. U.S. Federal Poverty Guidelines can be used to determine the appropriate percentage of fee discounts.
- Provide discounts for services for low-income residents.
- Offer alternative payment options and alternative payment methods to accommodate different financial circumstances.
- Implement community outreach and education with residents to raise awareness of available programs and services and help with accessing services.
- Ensure that measures are implemented to guarantee the confidentiality of all applicant information.
- Ensure that partnerships with private or non-profit organizations that use facilities and do not have customers that qualify for need based assistance – such as private, non-profit sports associations- cover the full costs of park use accordingly.

Also, leveraging the resources of a non-profit or establishing a Park Foundation can create a conducive form of community support and philanthropic endeavors. IPR can tap into resources beyond its operational budget. A foundation can spearhead fundraising efforts, seeking donations from local businesses, individuals, and organizations committed to promoting wellness and community inclusivity. These contributions can be restricted funds specifically for a scholarship fund, ensuring that financial barriers do not hinder access to IPR offerings. Additionally, the foundation can manage the allocation and distribution of scholarships, ensuring transparency and fairness in the selection process.

COST RECOVERY

IPR's current implementation of cost recovery is inconsistent across all services. Cost recovery targets should be identified for each core program area at a minimum, and for specific programs or events when realistic. The previously identified core program areas would serve as an effective breakdown for tracking cost recovery metrics including administrative costs. Theoretically, staff should review how programs are grouped for similar cost recovery and subsidy goals to determine if current practices still meet management outcomes.

The following section provides more details on steps 2 & 3.

Determining cost recovery performance and using it to make informed pricing decisions involves a three-step process:

1. Classify all programs and services based on the public or private benefit they provide (as completed in the previous section).
2. Conduct a Cost-of-Service Analysis to calculate the full cost of each program.
3. Establish a cost recovery percentage, through IPR policy, for each program or program type based on the outcomes of the previous two steps and adjust program prices accordingly.

UNDERSTANDING THE FULL COST OF SERVICE

To develop specific cost recovery targets, full cost of accounting needs to be created for each class or program that accurately calculates direct and indirect costs. Cost recovery goals are established once these numbers are in place, and IPR's program staff should be trained on this process. A Cost-of-Service Analysis should be conducted on each program, or program type, that accurately calculates direct (i.e., program-specific) and indirect (i.e., comprehensive, including administrative overhead) costs. Completing a Cost-of-Service Analysis not only helps determine the true and full cost of offering a program, but it also provides information that can be used to price programs based upon accurate delivery costs.

The methodology for determining the total Cost-of-Service involves calculating the total cost for the activity, program, or service, then calculating the total revenue earned for that activity. Costs (and revenue) can also be derived on a per unit basis. Program or activity units may include:

- Number of participants
- Number of tasks performed
- Number of consumable units
- Number of service calls
- Number of events
- Required time for offering program/service

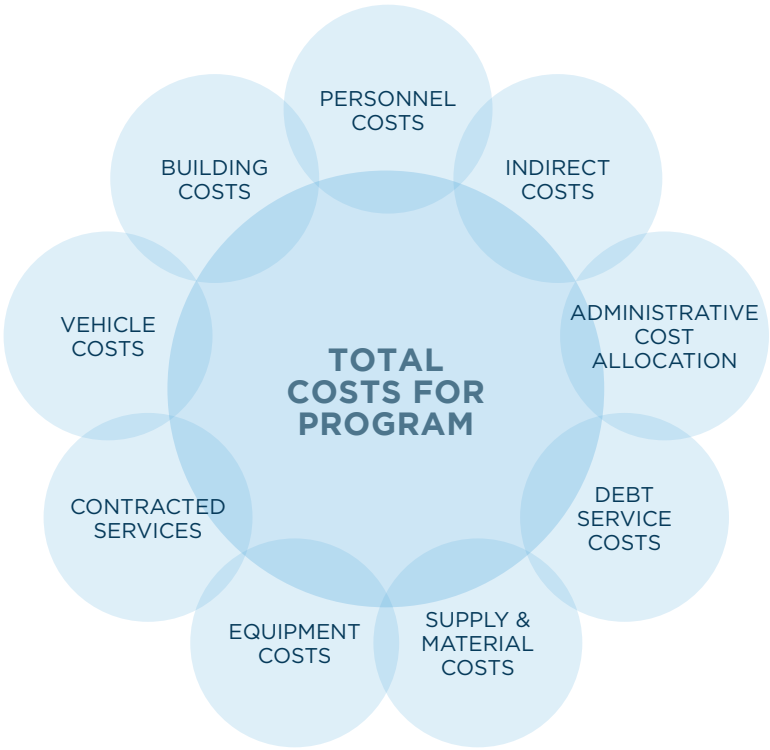


FIGURE 38 TOTAL COSTS FOR A PROGRAM

Agencies use Cost-of-Service Analysis to determine what financial resources are required to provide specific programs at specific levels of service. Results are used to determine and track cost recovery as well as to benchmark different programs provided by the agency between one another. Cost recovery goals are established once Cost-of-Service totals have been calculated. Program staff should be trained in the process of conducting a Cost-of-Service Analysis and the process should be undertaken on a regular basis.



Toddler Town at Sermon Center

Overall, the department should rebalance cost recovery expectations by program area, ensuring that high-performing areas help sustain mission-driven but lower-return services. A transparent cost recovery policy will also build community understanding of where subsidies are intentional and where revenues are maximized.

Below are some strategic recommendations for ways in which IPR can improve their cost recovery performance, by core program area.

ESTABLISHING COST RECOVERY TARGETS

Cost recovery targets should reflect the degree to which a program provides a public versus individual good. Programs providing public benefits (i.e., Essential Services) should be subsidized more by IPR; programs providing individual benefits (i.e., Important or Value-Added Services) should seek to recover costs and/or generate revenue for other services.

The graphic below outlines potential cost recovery targets for IPR services based on how they are classified.



FIGURE 39 RECOMMENDED COST RECOVERY TARGETS BASED ON SERVICE CLASSIFICATIONS

Finally, the table below outlines strategic recommendations for pricing and cost recovery for the new core program areas as described in section 4.2.7.

Core Program Area	Strategic Recommendations
Aquatics	Rebuild aquatics as a core program area for Independence by maintaining interim access to water-based programming through partnerships while planning a long-term aquatic programming solution that supports year-round community needs.
Arts & Culture	Introduce premium/ticketed events to capture additional earned revenue.
Community & Special Events	Continue leveraging sponsorships, vendor fees, and partnerships.
Continuing Education and Life Skills	Expand programs to include skill progression and update program pricing and cost recovery goals accordingly.
Fitness & Wellness	Adjust pricing structures for classes based on skill level; expand revenue-generating programs (personal training, small-group fitness); explore partnerships with health providers/employers to subsidize access.
Nature Education & Outdoor Adventure	Expand fee-based programs (guided hikes, nature camps, workshops); increase rentals in natural areas; pursue conservation grants to offset costs while maintaining affordability.
Youth & Family Out of School Enrichment	Define recovery targets (e.g., 75-100%); charge modest fees for workforce/skill-based programs; subsidize foundational youth offerings through school, library, and employer partnerships.
Sports	Focus on instructional sports programming and lower fees for introductory sports programs. Leagues should align with market rate but provide scholarship opportunities.

TABLE 15 CORE PROGRAM AREAS PRICING RECOMMENDATIONS

4.2.13 PROGRAM MARKETING AND COMMUNICATIONS

Effective marketing and communication are essential to the success of recreation programs. They not only drive participation but also help build community awareness, foster trust, and promote the value of services offered. Analyzing these practices helps ensure that messaging strategies are efficient, inclusive, and aligned with both community needs and IPR's mission. Strategic communication can amplify the impact of programming, strengthen partnerships, and increase customer satisfaction and engagement.

IPR has a solid foundation in traditional outreach and print-based communication, but the department should modernize and expand its digital strategies to better reach today's residents. Streamlining program information into a centralized, easy-to-navigate online hub, increasing the frequency and quality of social media content, and restoring broader school-based outreach would significantly improve visibility. A unified marketing strategy, consistent across sites, integrated across channels, and supported by both print and digital, will help the department build stronger community connections, expand participation, and reinforce its identity as a resident-first service provider.

STRENGTHS IN MARKETING & OUTREACH

- **Multi-channel communication:** Use of newsletters (Palmer Post), flyers, printed calendars, and online postings ensures information reaches different demographics.
- **Palmer Post newsletter:** Distributed six times per year with both mailed and on-site copies, providing consistent communication with seniors and engaged community members.
- **Event visibility:** Flyers, occasionally boosted social media posts, and paid advertising for craft and special events provide promotional lift for specific programs.
- **Recreation catalogue revival:** Plans to bring back a recreation catalog will improve visibility by consolidating offerings and highlighting seasonal opportunities.
- **Partnership-based advertising:** Advertising through Ft. Osage Schools maintains some access to families despite the reduction in school-based promotion.

AREAS FOR IMPROVEMENT

- **Inconsistent digital presence:** Social media activity is limited to occasional posts, with low engagement and reach; more consistent, interactive content is needed.
- **Website navigation challenges:** Residents struggle to find program information in one central, user-friendly location, reducing accessibility.
- **Fragmented marketing approach:** Marketing plans vary by site, leading to inconsistencies in tone, brand identity, and visibility across the system.
- **Loss of school system advertising:** Discontinuing ads in Independence schools reduces a key communication channel to families.
- **Limited frequency of outreach:** With Palmer Post only going out six times a year, many residents may miss time-sensitive opportunities.
- **Past channels not leveraged:** Advertising through utility bills, once a strong outreach tool, is no longer used, removing a direct way to reach households.

According to the Needs Assessment Survey, Social Media, the City Website, and the neighborhood mailer are the current methods by which people are learning about program and facility offerings. Meanwhile, the three ways they would most prefer are social media, neighborhood mailer, and emails from the department. The table below outlines several recommendations that can enhance program marketing in all the primary marketing areas.

Marketing Channel	What's Working	Improvement Areas
Website & Online Calendar	Hosts monthly calendars, menus, and class schedules; central location for program info	Redesign for easier navigation; add searchable filters by program type/age; ensure mobile optimization
Email & Mobile Alerts	Provides timely updates for events and registrations (through website and social posts)	Develop an opt-in e-newsletter; expand reach beyond Palmer Post to younger demographics
Social Media (Facebook/Instagram)	Occasional boosted posts for events and classes; broad potential reach	Increase posting frequency; use tailored content per platform; add interactive features like polls and stories
Print (Palmer Post, Flyers, Catalog)	Palmer Post newsletter well-established; flyers effective for events; catalog relaunch will provide comprehensive overview	Expand Palmer Post digital distribution; include QR codes on flyers; integrate storytelling into catalog (staff highlights, impact stories)
Recreation Catalog (Seasonal)	Returning as a comprehensive program guide for residents	Ensure both print and digital formats; distribute through schools, libraries, and community partners
School-Based Advertising	Ft. Osage partnership still provides youth/family outreach	Re-establish presence in Independence schools (explore non-paid content partnerships)
Utility Bill Inserts (Past)	Historically effective direct-to-household outreach	Reintroduce quarterly seasonal updates to reach all households
Paid Media & Partnerships	Used for craft events; past advertising in community venues	Expand paid promotion to high-demand programs; consider partnerships with local influencers, businesses, and media outlets

TABLE 16 MARKETING AND COMMUNICATIONS ANALYSIS

WEBSITE

As IPR looks to make future enhancements to the website and overall user experience, staff should consider implementing accessibility guidelines and new technology to improve usability. Overall user experience looks at several factors including accessibility, customer experience, and usability. IPR should also regularly analyze website metrics that track user behavior and can identify areas for overall improvement.

In addition, as a part of overall updates to Title II of the Americans with Disabilities Act ("ADA"), the Department of Justice released updated regulations for all state and local government web and mobile content to meet Web Content Accessibility Guidelines ("WCAG") Version 2.1, Levels A and AA. IPR should work with City communications and legal representatives to understand full digital compliance requirements for content, design, programming, and procedural updates that are necessary.

IPR should continue to utilize website analytics to track user behavior and regularly identify other areas for improvement.

Additionally, to enhance the customer experience and streamline recreation program administration, IPR should invest in improved software with automation features for repetitive tasks like program setup, pricing updates, and roster and waitlist management. Automation could also simplify communication with participants through customizable online forms, reminders, and confirmation emails. Using a single, integrated software platform is essential to avoid customer confusion and encourage program registration.

However, while automation reduces administrative time, staff oversight remains necessary. Designating one staff member to manage and optimize IPR's software will help maximize the technology's potential, though additional staffing may be required to support these improvements.

SOCIAL MEDIA

Social media strategies play a critical role in telling the story of a recreation agency. The right content can increase program participation and overall community awareness of IPR services. IPR currently uses several platforms to promote programs and events, update the community on park planning efforts, and highlight staff and volunteer initiatives.

While this will be a challenge due to current staffing levels, IPR should work with city staff and partners to continue a focus on high-quality photos and videos that highlight parks, facilities, programs, and their users. IPR should consider online events and challenges, live video, and partnerships with local influencers to drive more traffic to its social media channels. Additionally, maintaining a consistent posting schedule can ensure that fresh content is always being pushed out to the community. A periodic social media audit is recommended to provide IPR with a sound understanding on how social media impacts its programming. The audit can also show insights on how IPR is engaging with their audiences and how effective the platforms are at raising awareness of recreation services.

There are several components and benefits to a social media audit that are highlighted below.

- Take inventory of the platforms that are in use and whether you need them by developing Key Performance Indicators.
- Define goals for each platform to ensure multiple platforms are not pushing out the same type of content.
- Ensure branding and messaging are consistent across all platforms.
- Understand how to use social media analytics to determine where your social media traffic is coming from. Google analytics is another tool to inform IPR about website and social media users.
- Understand the demographics and preferences on content type of IPR social media followers and tailor the messaging to the right audience.
- Identify the top performing social media posts and build on this success with future social media campaigns.

Marketing and Communications Recommendations

- Create a marketing plan aligned with IPR goals and annually update marketing strategies to reflect community needs. Focus on high-quality word-of-mouth, social media, and website enhancements, using inclusive and accessible communication methods.
- Enhance the online user experience by streamlining navigation and automate tasks to enhance customer satisfaction and operational efficiency.
- Ensure consistent branding and messaging across all platforms, regularly assess unmet community needs, and educate staff on marketing principles to boost program participation and community engagement.

MARKETING PLAN

The best practice is to have a specific recreation marketing plan that is in line with IPR goals and objectives in communications. A marketing plan must be built upon and integrated with supporting plans and directly coordinate with organization vision and priorities. The plan should also provide specific guidance as to how IPR's identity and brand is to be consistently portrayed across the multiple methods and deliverables used for communication. Below are the essential pieces to an effective marketing plan:

- **Know the audience:** Understand the community demographics and who IPR is trying to reach along with their needs and interests and how they will best receive messaging. IPR should also regularly assess the unmet needs or gaps in recreation services throughout the community.
- **Define the goals that will drive specific marketing strategies:** Some goals can include increasing program participation, boosting IPR brand awareness, or improving community engagement for more informed decision making.
- **Create the right message:** Focus on the benefits and positive outcomes of the program. Emphasize the factors that make the program or service stand out from others in the community.
- **Use the right tools and channels:** Depending on the demographic and area, some channels may not resonate with community members. For instance, traditional media can reach a wider audience, but it may not be the main source for IPR's target market. Additionally, partnerships with other community organizations can help IPR get messaging to the right audience by sharing resources. By ensuring the right method is used, IPR will maximize resources for marketing and communications and see positive results with engagement.
- **Monitor goals and strategies regularly:** IPR should build in methods to measure the impact of the marketing plan and specific strategies to ensure necessary adjustments can be made with communications.

Currently, IPR has two full time communications position that oversee parks communications and most of the marketing for recreation programming falls on the limited parks and recreation staffing. Enhancing marketing efforts will be a challenge with minimal staff time to allocate to the responsibilities. There are some approaches that will help maximize staff time.

- Identify the programs that bring the most value or have the highest participation and prioritize marketing efforts for these.
- Automate social media posts with low-cost content management platforms, such as Hootsuite.
- Use email marketing tools to automate regular program update emails to IPR's customer database.
- Collaborate with local civic organizations to share marketing resources such as print materials or distribution lists.
- Use online design tools that can create professional-looking marketing materials with minimal design experience and in a fraction of the time it would take a printing or design vendor.
- Use larger programs and events or popular public spaces as an opportunity to cross-promote programs and events.

MARKETING TRAINING

Educating program staff on marketing principles can lead to increased awareness of services and overall participation, a stronger connection with the community, and enhanced program partnerships. Simply put, marketing training empowers program staff to take more ownership over their programs. This is a time and resource intensive activity and should be planned accordingly in staffing projections.

4.2.14 CONCLUSION

PROGRAM ASSESSMENT SUMMARY AND ACTION PLAN

IPR serves as a vital community asset, offering a diverse range of programs that promote health, wellness, cultural enrichment, and social connection. This assessment highlights many strengths, including strong senior programming, cost-effective services compared to peer providers, and programming that reflects community values. However, challenges remain in aligning offerings with shifting demographics, addressing facility needs, closing service gaps for underserved groups, and strengthening operational capacity.

Demographic trends point to simultaneous growth in youth and senior populations, reinforcing the need for expanded intergenerational, family, and wellness-oriented services. At the same time, a decline in young adults underscores the importance of flexible, socially relevant programming that retains engagement from this age group. Program and facility access is another critical issue, particularly for east-side neighborhoods, residents with special needs, and families with limited financial resources. Additionally, IPR's current capacity is stretched due to aging infrastructure, staffing limitations, and inconsistent pricing policies, making sustainability and innovation difficult without strategic reinvestment.

Looking ahead, IPR must focus on modernizing facilities, enhancing access to core programs, building new partnerships, and implementing consistent quality assurance standards. By shifting from a quantity-driven model to one that emphasizes quality, sustainability, and alignment with community priorities, IPR can strengthen resident trust, broaden participation, and ensure its long-term role as a cornerstone of community well-being and pride.

By addressing these priorities through the recreation programming goals and actions outlined in section 6.1.5, IPR can foster a culture of continuous improvement, align program staff efforts with strategic priorities, and ultimately enhance the quality of program offerings for the community.

4.3 Operational and Maintenance Review

4.3.1 INTRODUCTION

The operational review examines the Parks and Recreation system and services of current levels of service, maintenance, and staffing in relation to present goals, objectives, and directives. Findings from this analysis will be used in developing a vision to provide recommendations related to level of programs, services, maintenance, and staffing for an organizational alignment with community needs, future goals, and desired outcomes.

The process of the review began with a site tour and data review followed by a workshop with Independence staff representing all areas of services to obtain context and insights from the employees' perspective.

The objective is to analyze and provide guidance on current practices, future staffing needs, improved operational efficiencies, policy development, technology improvements and marketing/ communication opportunities. This will help position Independence better to enhance internal operations and successfully implement the Plan.

A review of existing plans, policies and standards/procedures found that there are several areas within operations in which documented practices are needed. As part of the analysis, additional recommended plans, policies and standards that will assist the Department in achieving the outcomes identified from the planning process were identified.

OPERATIONAL REVIEW

The sections below detail the analysis of current operational and maintenance practices. The analysis is centered on sustainability, efficiency, and organizational alignment in the five areas of operation that can build capacity and effectiveness. The analysis was a high-level review that identifies the current internal operating strengths, challenges, and opportunities. Findings from this analysis are used to determine priorities for parks and recreation facilities and programming. Recommendations will be based on future goals, objectives, and desired outcomes from the plan to ensure Independence is positioned well to continue operations and implement the overall Master Plan.

4.3.2 PLANS, POLICIES AND STANDARDS INVENTORY

Independence staff were asked to take an inventory of the plans, policies and procedures that were in place at the time of the analysis. The table below shows the recommended best practices, Independence's practice, and where there is or is not alignment with essential plans, policies, and standards.

Plans		
Best Practice	**Independence Implementation**	**Recommendations / Assessment**
Business Plans for facilities and operations	No	Develop business plans for major facilities and program areas to guide cost recovery, staffing, and long-term sustainability.
Recreation Plan	Yes – 2010 Master Plan	Update the recreation plan to reflect current trends, community needs, and program lifecycle assessments.
Marketing Plan	No	Create a marketing and communications plan to strengthen branding, outreach, and program participation.
Site Development Plans	No	Implement site-specific development plans to guide capital investments, phasing, and alignment with community priorities.
Maintenance Management Plan	No	Establish a formal maintenance management plan with standards, staffing, and cost estimates to improve consistency across parks.
Trails and Greenways Plan	Yes – 2010 Parks Master Plan / Transportation Plan	Update and expand trail/greenway plans to align with current connectivity, mobility, and recreation demand.
Emergency Action Plan	Yes – COOP Plan	Ensure department-specific emergency procedures are clearly outlined and coordinated with citywide emergency management.
Policies		
Best Practice	**Independence Implementation**	**Recommendations / Assessment**
Park Rules & Regulations	Yes – City Code (needs updates)	Update to address modern issues (e.g., metal detecting, drones, e-bikes) and ensure consistent enforcement.
Land Acquisition & Use Policy	Yes – Donation Policy	Expand policy to include acquisition priorities, easements, conservation partnerships, and appraisal requirements.
Land Management Policy	No	Develop a policy to guide natural resource stewardship, invasive species control, and conservation practices.
Purchasing Policy	Yes – Finance Dept Procurement	Ensure Parks-specific purchasing thresholds and needs (seasonal, urgent repairs) are accommodated.

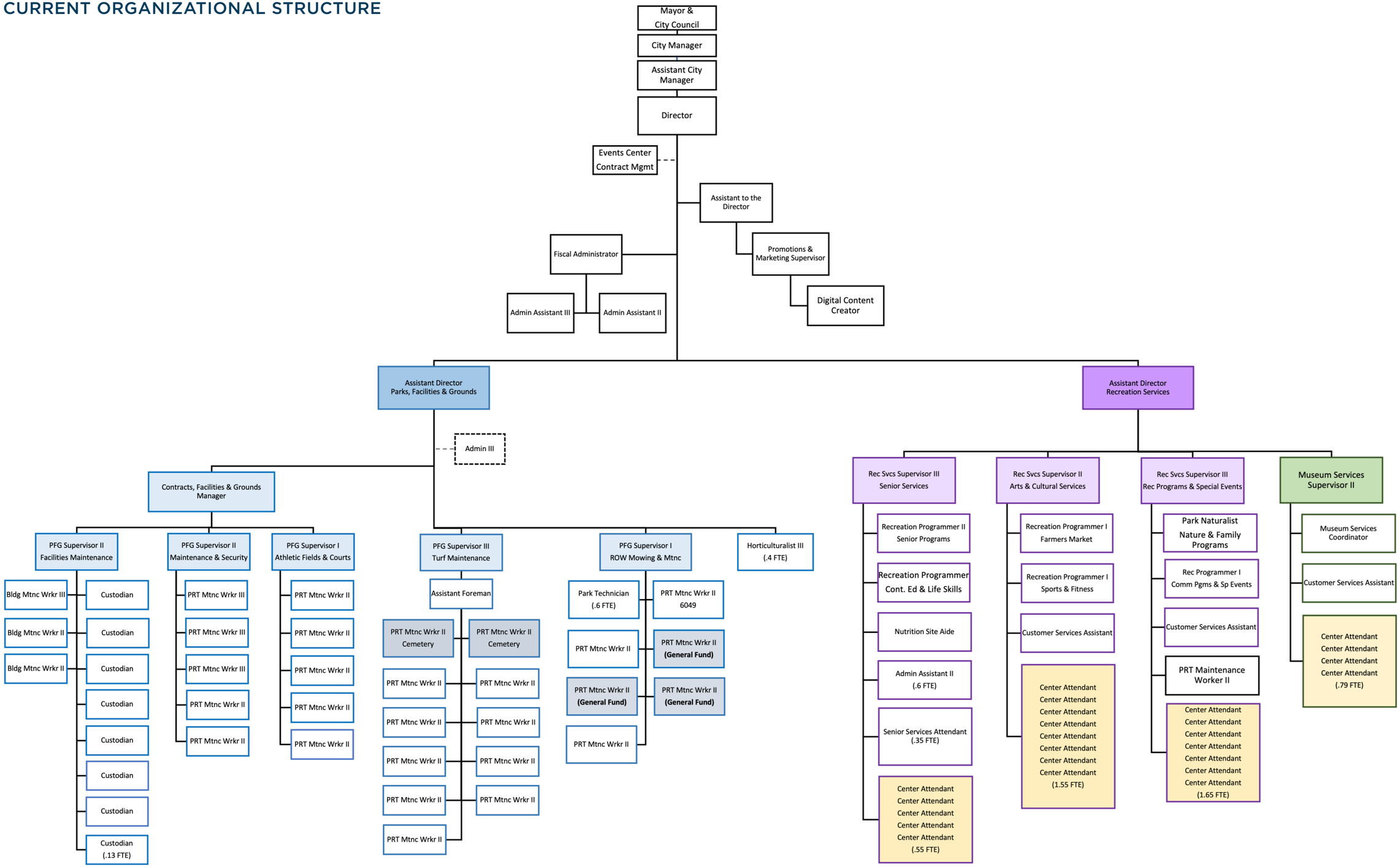
Pricing Policy	No	Develop a formal Cost Recovery & Pricing Philosophy tied to community benefit tiers.
Refund Policy	Yes – only for rentals	Broaden to cover all programs and memberships for fairness and transparency.
Cost Recovery Policy	No	Develop a cost recovery framework linked to pricing policy to balance affordability and sustainability.
Facility Use Policy	Yes – but not standardized	Standardize across all facilities to improve fairness, transparency, and customer experience.
Partnership Policy	No – case by case	Create a standardized partnership framework with criteria for decision-making, risk-sharing, and performance evaluation.
Sponsorship Policy	No	Develop sponsorship guidelines and inventory to support funding diversification.
Volunteer Policy	No	Create a structured volunteer program with orientation, risk management, and recognition practices.
Special Event Policy	Yes – Citywide Permit	Expand into a Parks-specific event policy with cost recovery, staffing, and risk guidelines.
Memorial Policy	Yes – Tree & Bench Program (needs updates)	Add language on long-term maintenance, removal, and replacement responsibilities.
Communications Policy	Yes – City Communications Team	Tailor a Parks-specific addendum for program promotion, branding, and lead time management.
Naming Rights Policy	No	Create a policy to leverage sponsorship and philanthropy opportunities while ensuring consistency and transparency.
Procedures/Standards		
Best Practice	**Independence Implementation**	**Recommendations / Assessment**
Recreation Program Development Standards	No	Establish formal criteria for new program design, evaluation, and lifecycle management.
Recreation Program Standards	No	Implement quality standards for delivery, instructor ratios, accessibility, and evaluation.
Employee Handbook/ Manual	No – only partial for attendants	Develop a comprehensive manual for all staff types (FT, PT, seasonal).
Maintenance Standards	No	Develop clear maintenance standards by asset type (playgrounds, trails, athletic fields, restrooms) for consistency.
Facility Standards	No	Establish facility standards for safety, accessibility, and service levels.
Marketing Standards & Brand Style Guide	No	Create a style guide for branding, print, and digital communication.
Office Standard Operating Procedures (SOPs)	No	Standardize office procedures to improve efficiency and consistency across staff.
Marketing Procedures	No	Develop processes for program promotion, lead times, digital vs. print balance.
Performance Evaluation Procedure	Yes – Citywide	Ensure Parks staff evaluations include unique performance metrics tied to recreation outcomes.
Onboarding Procedure	Yes – City HR	Add Parks-specific onboarding elements (customer service, safety, community engagement).
Training Standards	No	Create an annual training calendar for certifications, customer service, and technical skills.
Customer Print Materials	No	Establish guidelines for program guides, brochures, and signage.

TABLE 17 PLANS, POLICIES, AND PROCEDURES



Playground at Santa Fe Trail Park

4.3.3 CURRENT ORGANIZATIONAL STRUCTURE



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4.3.4 STAFF FOCUS GROUPS

The Consulting Team conducted a workshop with staff in March of 2025 to establish context for the operational review through the employees' perspective which included interviews, site tours, and document review. Employees were asked questions on operational strengths, challenges, and priorities. The discussions helped to identify key actions to build operational capacity and enhance service delivery.

DESIRED OUTCOMES FROM THE MASTER PLAN PROCESS

- **Modernization of Facilities:** Many facilities are outdated and require significant investment in maintenance and upgrades.
- **Clarity and Direction:** Resolve questions surrounding the 2010 plan, the community center study, and the city's long-term priorities.
- **Equity and Inclusion:** Ensure the plan addresses the diversity of the community (geographically and socioeconomically), especially across east and west Independence.
- **Sustainable Funding and Cost Recovery:** Establish clear policies for cost recovery and diversify funding sources beyond the general fund.
- **Nature-Based and Sustainable Programming:** Leverage natural areas with low-maintenance landscaping and expand nature programming.
- **Trail Connectivity and Access:** Emphasize a comprehensive trails plan and better park connectivity.
- **Unique Park Identities:** Move toward parks with individual character and amenities tailored to surrounding neighborhoods.
- **Strategic Collaboration:** Strengthen ties with the police department (e.g., addressing homelessness) and other partners.

PARKS AND RECREATION NEEDS

- **Staffing:** Rebuild staffing levels, especially in programming and outreach roles; explore job shadowing and internship opportunities.
- **Maintenance and Capital Planning:** Reverse the trend of declining maintenance funding; prioritize planned and preventive maintenance.
- **Youth and School-Based Programming:** Increase out-of-school time programs (camps, afterschool), and partner more with schools and libraries.
- **Business Planning for Programs:** Assess programs for effectiveness and cost recovery; consider creating business plans for program areas.

BARRIERS TO SUCCESS

- Current city policies and requirements create bottlenecks with service delivery and adapting to market and industry trends.
- There is a need for more consistent advocacy and relationship building from City leadership and community partnerships.
- Reduced staffing has made reporting and administrative work a significant challenge.
- Outdated technology and information systems such as RecTrac/WebTrac are not user-friendly.

SYSTEM CHALLENGES

- Communicate clearly how parks are funded (levy, sales tax, general fund); create visuals to explain trends and cost increases.
- Develop a strategy to highlight the value of parks and recreation to City leadership, including success stories and economic impact data.
- Consolidate department structures, improve efficiency, and define priorities between historic sites, museums, right of way and facilities and parks services.

TOP PRIORITIES FOR CHANGE

- Shift to quality over quantity in facilities and services.
- Rebalance parks and recreation department focus away from historic sites, right of way, and facilities and more toward resident parks and recreation priorities.
- Build an efficient, front-line-focused organizational structure.
- Reinvest in underutilized spaces and identify key projects to drive visible change.
- Improve community experience through better customer service, quality programs and facility conditions.
- Manage more within a business mindset.

4.3.5 POLICY AND PROCEDURE MANAGEMENT

Policy and procedure management covers the operational systems and procedures to run facilities and programs effectively. Some of the key focus areas of this area include:

- Standard Operating Procedures should be updated and developed to ensure consistency and efficiency for facility scheduling, rentals, recreation programming and maintenance tasks.
- Use agreements should include clear requirements, termination clauses and performance standards. Agreements should be standardized for consistent legal, risk management, and operational terms.
- Develop consistent maintenance, program, and customer service standards.
  - Develop clear maintenance standards by asset type (playgrounds, trails, athletic fields, restrooms) for consistency.
  - Establish facility standards for safety, accessibility, and service levels.
- Create a standardized partnership framework with criteria for decision-making, risk-sharing, and performance evaluation.
- Develop sponsorship guidelines and inventory to support funding diversification.
- Update park use policies or ordinances to address modern issues (e.g., metal detecting, drones, e-bikes) and ensure consistent enforcement.
- Expand policy to include acquisition priorities, easements, conservation partnerships, and appraisal requirements.
- Develop a policy to guide natural resource stewardship, invasive species control, and conservation practices.
- Develop processes for program promotion, lead times for marketing materials, and establish a digital vs. print balance for the Department's community engagement efforts.

4.3.6 ORGANIZATIONAL MANAGEMENT

Organizational management defines the staffing structure, roles, and workforce needs. Considerations have been developed to enhance efficiency and effectiveness for operations and management.

DISTRIBUTION OF FULL TIME EQUIVALENTS AND PERSONNEL FUNDING

According to the National Recreation and Park Association's ("NRPA") Park Metrics for communities between 100,000 to 250,000, 48% of parks and recreation personnel are dedicated to operations and maintenance, 31% to recreation programming, 15% to administration, and 4% to other responsibilities. Independence currently allocates approximately 75% of its FTEs to parks, facility, and right of way maintenance responsibilities. The other 25% goes to recreation programming, administration, and other responsibilities. When comparing national benchmarks for similar size communities, Independence's 2025 FTE allocation indicates a larger imbalance between maintenance and recreation responsibilities than is typical and will likely continue to limit parks and recreation's ability to provide quality recreation programming to the community if this trend continues.

Additionally, NRPA Park Metrics show that 56% of parks and recreation operating budgets are allocated to personnel services. The remainder is divided amongst operating expenses (38%), capital expenses (4%), and others (2%). In fiscal year 2025, Independence allocated approximately 55% of its operating budget to personnel services and the remainder to internal services (Human Resources, Finance, Technology Services, etc.) (15%), professional services (7%), equipment (1%), and other operating expenses (22%). Independence's operating budget is under the national benchmark and the attention to increasing the operational budget for personnel services should be prioritized.

STAFFING LEVELS

Compared to adjacent regional communities as well as the National Recreation and Parks Association Park Metrics with similar population numbers, Independence is significantly understaffed in terms of Full Time Equivalents ("FTEs") at 59.50 as of the last fiscal year 2025. Independence should put forward a sustained effort of closing this gap in FTEs over the next five years to make and maintain the necessary improvements to operations and service delivery that are recommended in the master plan.

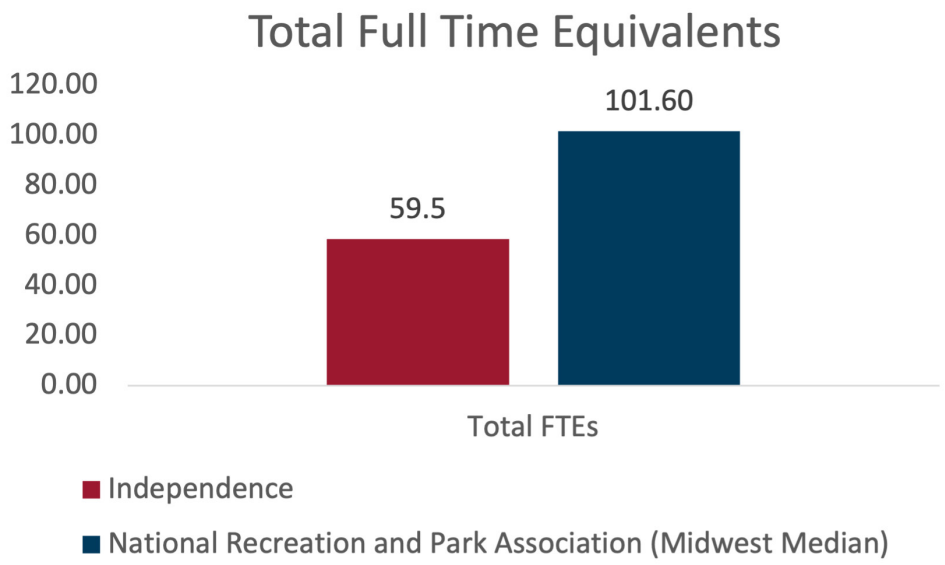


FIGURE 40 TOTAL FULL TIME EQUIVALENT COMPARISON BETWEEN INDEPENDENCE AND NRPA PARK METRICS

OTHER DEPARTMENTAL FUNCTIONS AND RESPONSIBILITIES

The Parks and Recreation Department is also responsible for right of way (ROW) maintenance including mowing and tree care, city-wide facility management including maintenance, repairs, and custodial services, and the management of the National Frontier Trails Museum and historic sites. These functions are supported by the General Fund for ROW maintenance and Facilities Management. The museum and historic sites are funded by the Tourism Fund. The Department is also responsible for oversight of Cable Dahmer Arena which is run by a separate management company. Funding for maintenance to the Arena comes from the Events Center Community Improvement District. Interestingly, Independence Parks and Recreation experienced a reduction of 8.7 FTEs in 2025 but was still taking on the other departmental responsibilities for the city.

- As explained in the following sections, Independence Parks and Recreation is drastically understaffed compared to peer agencies and the organizational structure and responsibilities need to be recalibrated to allow for parks and recreation to focus limited staffing on its core services. It is recommended that parks and recreation staffing be focused on parks and recreation properties, facilities, and amenities in the future such as what is within the parks, designated recreation facilities, as well as greenways. Responsibilities such as right of way mowing, tree maintenance and management of historic sites should be transitioned to other City departments better positioned to provide the necessary time and resources to care for these spaces.

FUNCTIONAL ORGANIZATIONAL STRUCTURE

A functional organizational structure can help Independence by creating clarity around roles and responsibilities and more efficiency and consistency with communication channels. The functional structure organizes staff by key areas such as administration, maintenance, and programming. It streamlines communication, decision-making and reduces a duplication of efforts. And, lastly, this type of a structure can reveal where full-time positions are needed and link staff directly to service delivery outcomes.

Currently, Independence has three divisions: Parks, Facilities, and Grounds; Recreation; and Administration. There are opportunities to make the Department's structure more functional by refining clarity, efficiency, role alignment, and strategic capacity.

- Break down larger teams and create additional lead positions. For instance, there is likely cross-over between Building Maintenance Worker and Custodian responsibilities and more clarity can be provided on specific functions.
- Independence's Right of Way Mowing and Maintenance and Turf Maintenance should be reconfigured to focus attention on Natural Resource Management including horticulture, landscaping, arboriculture, and turf maintenance for areas outside of athletic fields. The part-time horticulture position should be moved into this division and transitioned to full time reporting to the Natural Resources Supervisor. This division will require other specialized positions such as an Arborist who would oversee the park system's tree inventory.
- Balance staffing levels and responsibilities: Independence can create crew leads or coordinators for field operations under each Maintenance Supervisor. Also, Independence should consider more full-time support roles for the Recreation Division that can serve under each Recreation Supervisor to increase year-round service consistency. Lastly, each division should have dedicated administrative and customer service support.

- Right of way mowing and tree care management responsibilities should be transitioned to Public Works and Power & Light as these departments are better positioned to regularly care for these particular public spaces. Parks and Recreation should focus on parks, facilities, and greenways that are better aligned with this department's core services and mission for the City.
- Functional teams should be created based on current and not past needs. Independence should consider adding a planning and performance management role to help facilitate consistent performance measurement and improvement. This role can help collect and analyze necessary data from the various service areas of the Department to help with future strategic initiatives.
- Key performance indicators (KPIs) should be developed for all positions to ensure each team member understands the individual and team contributions that they are expected to make toward overall agency goals. These KPIs should be regularly reviewed and reported on to ensure they are aligned with strategic priorities and services that have the highest community benefit. KPIs also provide a way for agencies to reward outstanding performance, promote professional development, and create a culture of continuous improvement.
- A Leadership Team consisting of representation from each service area or division should meet regularly to plan major Department projects and initiatives.
- Independence should also consider a position that specifically oversees grants, alliances, partnerships, and sponsorships (GAPS) and serves within the administrative division but works with parks and recreation on specific opportunities.
- Lastly, administrative support should be centralized but provide specific support to all service areas. This area or division should focus on standardizing processes, data management and analysis, and enhancing customer service to the community.



Toddler Town at Sermon Center



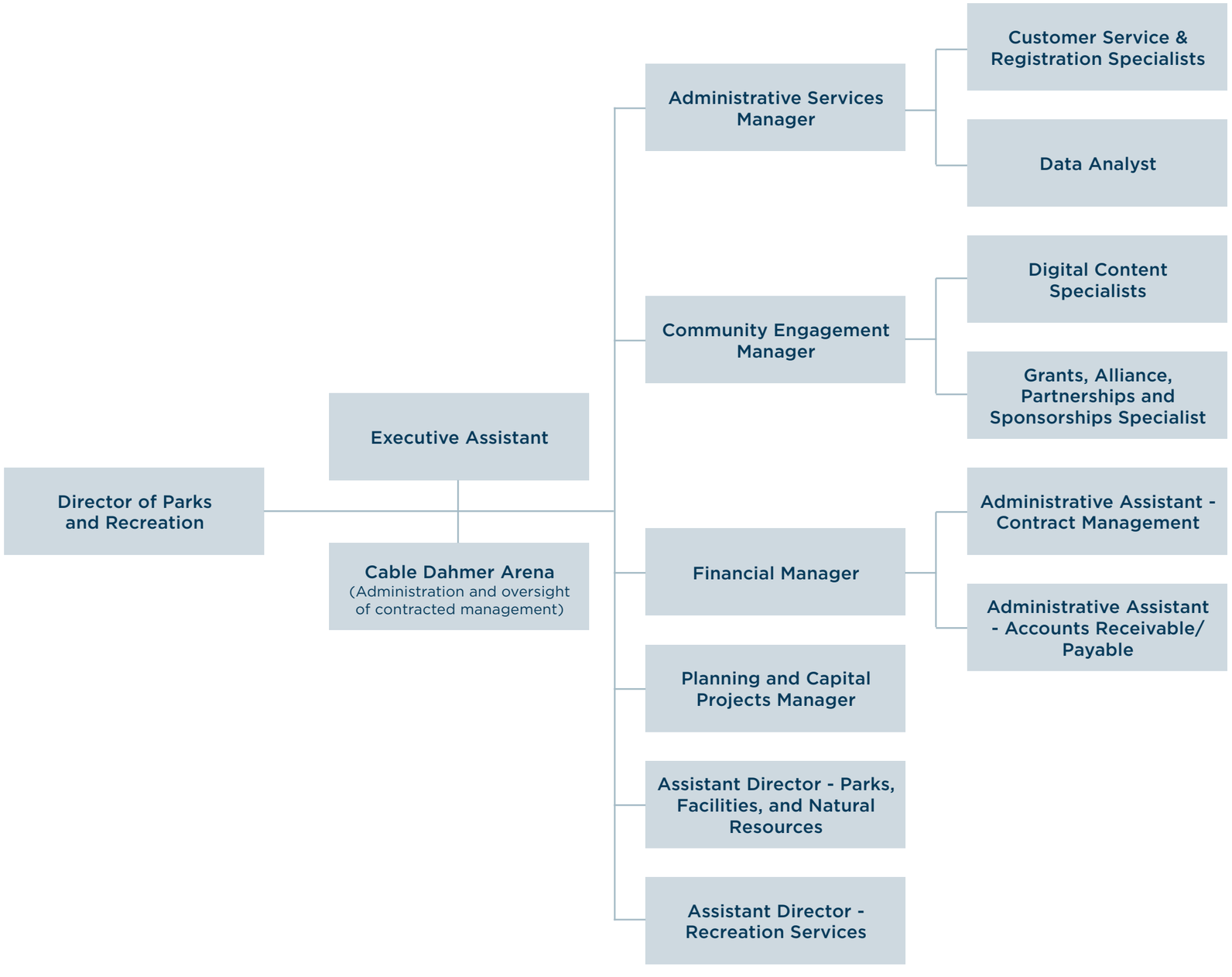
Spirit of Independence Concert Band Performance

RECOMMENDED ORGANIZATIONAL STRUCTURE

The following recommended organizational structure can fit within the current FTE count of 59.5 but be expanded as additional services are brought online, particularly for the front-line responsibilities.

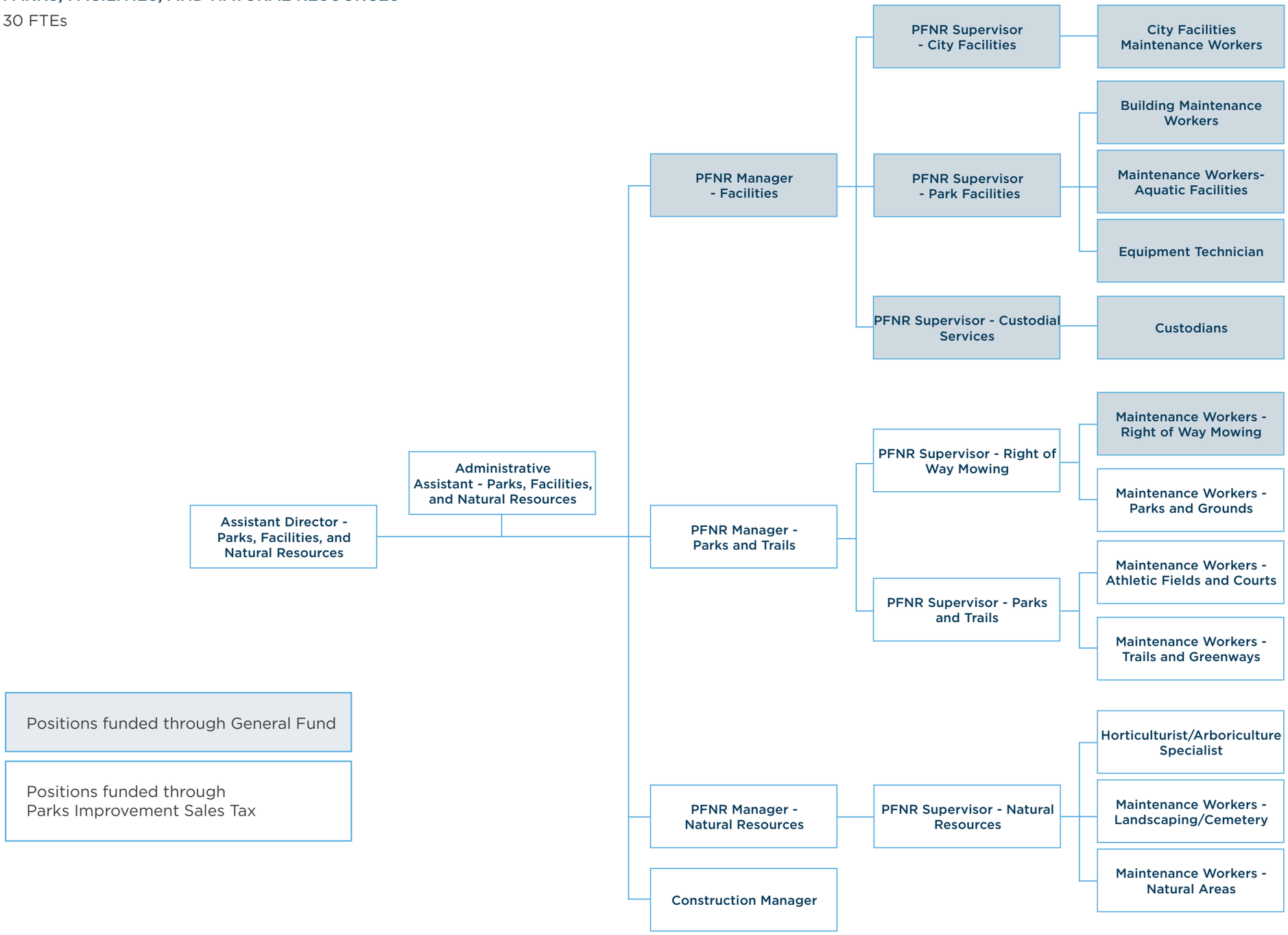
ADMINISTRATION

12 FTEs



PARKS, FACILITIES, AND NATURAL RESOURCES

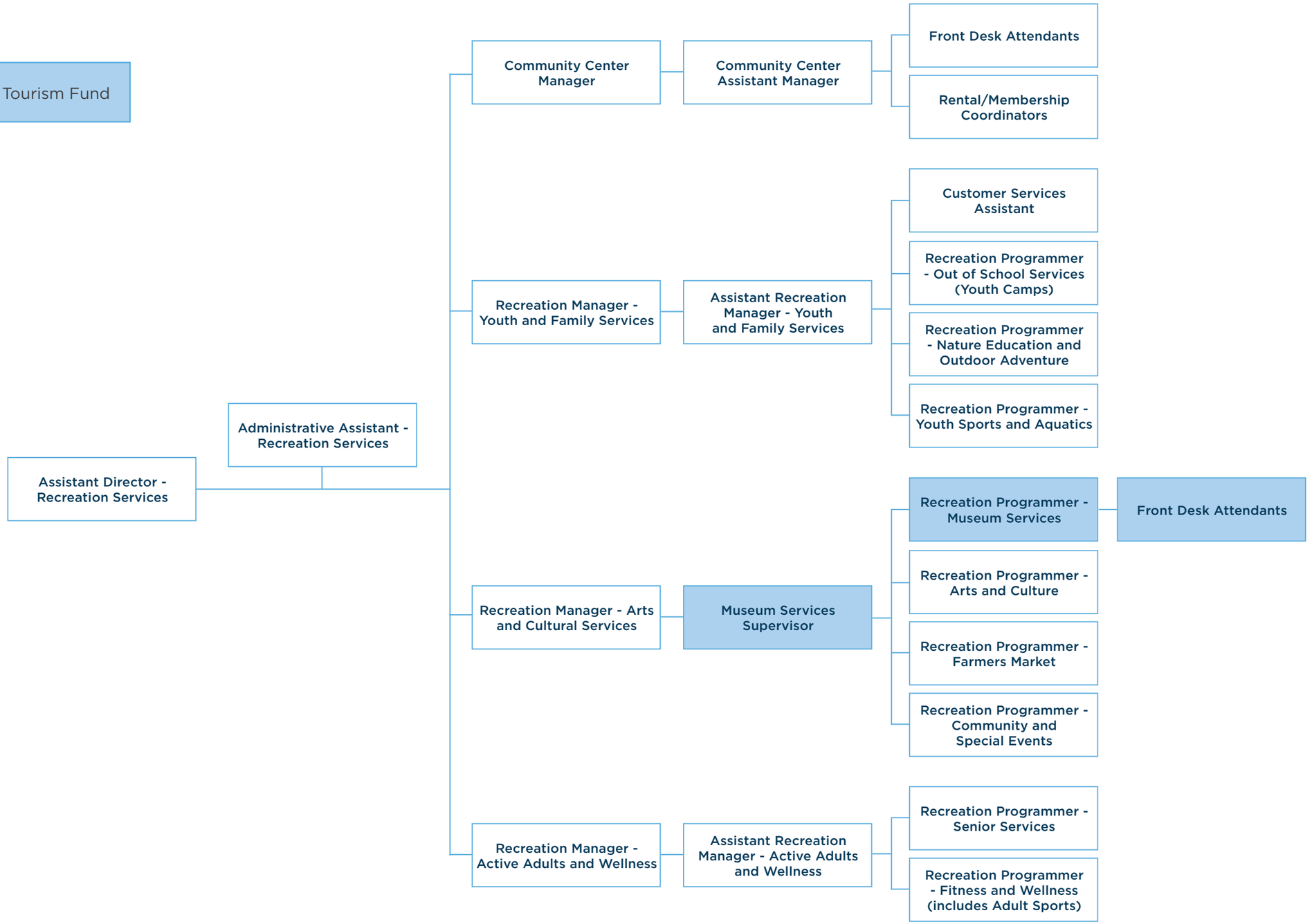
30 FTEs



RECREATION

18 FTEs

Positions funded through Tourism Fund



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4.3.7 RESOURCE MANAGEMENT

Resource management refers to the financial framework for sustaining and growing operations and the community. Independence should focus on the areas outlined below to ensure parks, facilities, and programming can adapt to growing demand.

- Prioritize facility upgrades at parks, facilities, and amenities with a focus on safety, infrastructure and user experience.
- Increase the Parks and Recreation Department's operating budget to achieve $100 per capita by 2031. This equates to an operating budget of $12,162,900 or an increase of 49% from fiscal year 2025 ($8,152,428).
- Maximize facility use by consistently analyzing and adapting to utilization trends.
- Create a lifecycle replacement plan for equipment and infrastructure and prioritize attention on deferred maintenance items.
- Schedule preventive and reactive maintenance consistently across parks.
- Apply consistent design and maintenance standards (**Appendix I**) across all parks and facilities.
- Ensure Parks-specific purchasing thresholds and needs (seasonal, urgent repairs) are accommodated.
- Expand into a formal Cost Recovery & Pricing Philosophy tied to community benefit tiers.
- Broaden the Cost Recovery & Pricing Philosophy to cover all programs and memberships for fairness and transparency.
- Establish and maintain consistent, diversified funding sources for operations.

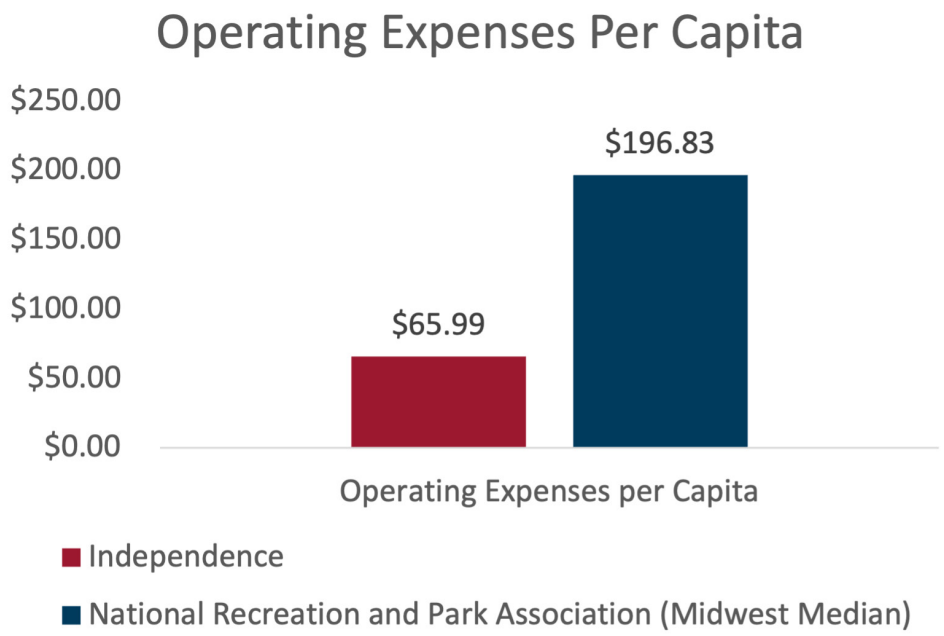

FIGURE 41 OPERATING EXPENSES PER CAPITA COMPARISON BETWEEN INDEPENDENCE AND NRPA PARK METRICS

4.3.8 TECHNOLOGY MANAGEMENT

Independence has some systems in place that support operations and decision-making. However, implementation is inconsistent across the parks and recreation department and there are some improvements that should be made to improve internal coordination, data management, as well as service delivery that are described below.

- Independence should assess all current hardware and software that is used for maintenance and recreation management to identify gaps in service needs and define the outcomes that the Department wants to achieve from enhancing information systems. The assessment should look at both internal staffing and external customer needs. It should also map current workflows to identify bottlenecks.
- Future software should provide fully automated and cloud-based features for both recreation and maintenance management for optimal scheduling, data management, reporting, customer interaction, and internal and external coordination.
- Independence should provide the necessary staff training on any technology that is implemented and ensure at least one designated staff member becomes a "power user" of each software type to maximize the software's capabilities.
- Staff should integrate data from maintenance and recreation management software for informed, data-driven decisions.

4.3.9 COMMUNICATIONS MANAGEMENT

Communications management consists of the internal and external engagement with stakeholders that support parks and recreation services. Some ways that communications can be enhanced include:

- Develop internal communication protocols and cross-collaboration within the department for scheduling, maintenance, and project updates.
- Create a public engagement strategy to educate the community on the true cost of recreation services that will help with future fee increase discussions. Also, provide consistent, transparent updates on park planning and projects that educate the community about funding sources
- Collect and act on user feedback data regularly.
- Create a customer journey map to visualize and document the end to end experience that a customer has with parks and recreation facilities and programming from initial awareness, through registration and service delivery to post-engagement follow-up.
- Create a marketing and communications plan to strengthen branding, outreach, and program participation.
- Create a style guide for branding, print, and digital communication.
- Develop processes for program promotion, lead times, and a digital vs. print balance with marketing materials.

Snow removal by Park Staff



4.3.10 SUMMARY

The operational and maintenance review for Independence highlights the need for modernized systems, sustainable funding, and a more efficient, structured approach to service delivery. The review identifies outdated or missing policies and limited staffing as barriers to success. Independence currently lacks many foundational plans and procedures which are essential to guide long-term growth and service improvements.

Key themes for operations and maintenance include the need for a functional organizational structure that aligns roles and responsibilities to service outcomes, increases staffing, particularly for maintenance management and recreation services, and provides clearer administrative support to all areas of the Department. Recommendations stress the importance of shifting the department's focus from quantity of services offered to quality to improve the customer experience, reinvesting in underutilized spaces, and enhancing internal collaboration and communications.

5 Financials

5.1 Funding Strategies

5.1.1 OVERVIEW

Public recreation faces a constant challenge securing reliable funding for projects, programs, daily operations, and ongoing maintenance. While traditional funding sources exist, they can be subject to change. To ensure a sustainable future, it is crucial to diversify funding streams and actively seek new opportunities.

Developing a dynamic funding strategy is key. This strategy should consider different levels, from overall departmental needs to specific facilities and core programs. While the process of identifying and securing new funding can be time-consuming, the long-term benefits are significant. Additional and non-traditional sources can provide a critical boost for ongoing operational costs.



Build a birdhouse event at George Owens Nature Park

5.1.2 EXISTING FUNDING FOR INDEPENDENCE PARKS AND RECREATION

Independence Parks and Recreation currently relies on the following funding sources for operations and capital improvements.

Property Tax Levy	Quarter-cent Parks & Recreation Sales Tax	Grants
Reservations & Permits	Sponsorships	User Fees

5.1.3 ADDITIONAL FUNDING SOURCES

USER FEES

Fees And Charges

Independence should position its fees and charges to be market-driven and based on surrounding public, private, and non-profit facilities. The potential outcome of revenue generation is consistent with national trends relating to public park and recreation sports facilities, which can generate a majority of all the operating expenditures. Fees include admissions, memberships, programs, rentals, etc.

Implications for Independence: This approach could cover a substantial portion of operating costs for specific value-added and individualized services. Independence will need to ensure inclusive access for low-income visitors and this can be done through an enhanced scholarship or financial aid program. Also, Independence should take a policy-driven approach to establishing user fees that will provide staff and City officials with a basis for how fees are established and which groups should receive discounted rates or fee waivers. The policy should also determine the required cost recovery levels for various services, as suggested in the plan's program assessment. Lastly, non-resident rates should be included in future pricing policy discussions for certain types of programs.

Reservations And Permits

This revenue source comes from the right to reserve specific public spaces or property for a set amount of time. The reservation rates are usually set and apply to multipurpose rooms for various gatherings, hardcourts, sports fields, and other types of facilities for special activities.

Implications for Independence: Charging for space reservations (e.g., sports fields, multipurpose rooms) creates a dedicated revenue stream while managing usage efficiently. Clear policies and competitive pricing will be essential to balance revenue goals with public accessibility. Independence should take the same market and policy driven approach to reservations as suggested for fees and charges including non-resident rates.

EXTERNAL FUNDING

Corporate Sponsorships

This revenue-funding source allows corporations to invest in the development or enhancement of new spaces or renovation of existing amenities/facilities in park systems. Sponsorships are also universally used for programs and events.

Implications for Independence: Independence is currently implementing this strategy for recreation programs and events. Sponsorships can also provide significant funding for capital improvements and larger amounts could be overseen and managed by the Truman Heartland Community Foundation or a future Park Foundation.

However, care must be taken to align sponsors with the Independence mission and values to avoid a negative perception from the public. A sponsorship agreement should be created for each opportunity that protects all parties involved and clearly outlines terms.

Foundations/Gifts

Traditionally, these dollars are raised from tax-exempt, non-profit organizations established with private donations in promotion of specific causes, activities, or issues. They offer a variety of means to fund capital projects, including capital campaigns, gifts catalogs, fundraisers, endowments, sales of items, etc. This funding source can be used for operations and capital costs.

Implications for Independence: Partnering with foundations can provide grants or endowments for operations and capital costs.

This funding source is versatile but requires strong grant-writing and fundraising efforts. Independence should explore a partnership with the Truman Heartland Community Foundation to ensure future success. The Community Foundation could be an option to manage gifts and large-scale donations as well as take the lead role in planning future special fundraisers.

Partnerships

Partnerships are joint development funding sources or operational funding sources between two separate agencies, such as two government entities, a non-profit and a governmental entity, or a private business and a governmental entity. Two partners jointly develop revenue producing park and recreation facilities and share risk, operational costs, responsibilities, and asset management, based on the strengths and weaknesses of each partner.

Implications for Independence: A partner could co-develop facilities and amenities such as a pickleball facility, play areas, or other rental facility upgrades, enhancing amenities without straining park resources and generating revenue for a reinvestment back into the park system. Partnerships should be regularly evaluated to ensure that they align with the Independence mission and priorities. Partnership agreements should be specific to private, public and non-profit organizations. The funding source could be used for either operations or capital development. The goal is to make partnerships as equitable as possible and not create a sense of entitlement. Agreement terms should focus on meeting the outcomes desired by both partners.

Private Donations

Private Donations may also be received in the form of funds, land, facilities, recreation equipment, art, or in-kind services. Donations from local and regional businesses as sponsors for tournaments, events or spaces should be pursued.

Implications for Independence: Donations from individuals or businesses can provide financial or in-kind support for events or specific projects. Regular communication with donors is critical to maintaining these relationships and ensuring long-term support.

Volunteerism

The revenue source is an indirect revenue source in that people donate time to assist the organization in providing a product or service on an hourly basis. This reduces the organization's cost in providing the service plus it builds advocacy into the system. According to independentsector.org the value of a volunteer hour is worth $33.49. This monetary value can be used for matching money for some state and federal grants.

Implications for Independence: Volunteer efforts reduce costs and build community support. Independence should develop a Volunteer Policy which provides a comprehensive framework for managing volunteers. The policy outlines volunteer management procedures and emphasizes volunteer support, recognition, and maintaining a respectful work environment.

Independence should create a volunteer coordinator position, either on-staff or in a volunteer role, which oversees several types of volunteers related to parks and recreation responsibilities including event management, invasive species removal, general park clean-up, and tree planting efforts. The program assessment outlines some other best practices with volunteer management that Independence can consider for enhancing its engagement with future volunteers.

Irrevocable Remainder Trusts

An Irrevocable Remainder Trust allows a donor to place assets (e.g., cash, stocks, real estate) in a trust that generates income for the donor or designated beneficiaries during their lifetime or a specified term. After the income period ends, the remaining trust assets (the "remainder") are donated to a charitable organization, such as a city's parks department or a nonprofit supporting local parks and natural resources.

Implications for Independence: This strategy can come in the form of land conservation, a park endowment for park maintenance and programming, or enhancements and expansion for park properties and a trail system.

Land Trust

Typically, a non-profit that acquires, holds, and stewards land for conservation, parks, recreation, or community use. Land trusts can acquire land outright through purchase or donation, accept conservation easements that protect land in perpetuity, partner with cities to manage parkland, and leverage philanthropy, grants and tax incentives to fund land acquisition and stewardship.

Implications for Independence: Independence could partner with an existing land trust in Missouri such as the Missouri Land Trust Coalition and some other regional trusts in the Kansas City area like the Heartland Conservation Alliance.

FRANCHISE/LICENSES

Advertising Sales

This revenue source is for the sale of tasteful and appropriate advertising on park and recreation related items such as print materials, on scoreboards, dasher boards and other visible products or services that are consumable or permanent and expose the product or service to many people.

Implications for Independence: Tasteful advertising on signage or within events and programs can provide a steady revenue stream without detracting from the park's aesthetic. This must be carefully managed to ensure public approval and brand alignment.

Catering Permits And Services

This is a license to allow caterers to work in the park and recreation system on a permit basis with a set fee or a percentage of food sales returning to Independence.

Implications for Independence: Allowing caterers to operate in the park under permit agreements provides revenue from events while supporting local businesses. This is particularly valuable for weddings or corporate events at pavilions or future facilities.

Concession Management

This funding source is from retail sales or rentals of soft goods, hard goods, or consumable items. There may be opportunities where Independence could either contract for the service and receive a set amount of the gross percentage or the full revenue dollars that incorporates a profit after expenses.

Implications for Independence: Concession sales, such as food, beverages, or equipment rentals, provide an opportunity for profit sharing or direct revenue. Contracting out services ensures consistent offerings without increasing park staff workload.

Interlocal Agreements

Contractual relationships entered between two or more local units of government and/or between a local unit of government and a non-profit organization for the joint usage/development of sports fields, regional parks, or other facilities.

Implications for Independence: These agreements could support funding, resource sharing, environmental conservation, recreational programming, and community engagement. Agreements could be explored with Independence's school districts or Jackson County to enhance parks and recreation services.

Leases

This includes options where developers / agencies lease space from municipal-owned land through a subordinate lease that pays out a set dollar amount plus a percentage of gross dollars for recreation enhancements. These could include recreation centers and ice arenas.

Implications for Independence: Leasing land or facilities to private operators could generate revenue for specific enhancements. This reduces operational costs for the City while ensuring facility use. Leases can often require oversight of private operators.

Naming Rights

Many municipalities have turned to selling the naming rights for new buildings or renovation of existing buildings and parks for the development cost associated with the improvement.

Implications for Independence: Selling naming rights for new or renovated amenities could fund significant capital costs. The naming right value is determined by impression points of the specific business or organization in a given period, such as a year.

Pouring Rights

Some private soft drink companies execute agreements with organizations for exclusive pouring rights within their facilities. A portion of the gross sales goes back to the organization. This comes from vending machines and soft drink serve stations.

Implications for Independence: Exclusive agreements with beverage companies could bring in consistent revenue from vending machines and concessions. This strategy is most viable for high-traffic facilities or events.

Grants

Grants can be an essential funding source as part of a greater overall funding strategy for capital projects and some for specific services. For most, grants are seen as an opportunity of free money, increased credibility of fiscal stewardship, increased access to valuable data, and the ability to point to past grants awarded in future applications.

Platforms such as Grant Gopher and Intrumentl provide databases that can be searched for national, regional, and state specific grants for parks and recreation. Also, Missouri has The Grant Portal for sports and recreation facility grants.

It is also suggested that Independence regularly track organizations such as the National Parks and Recreation Association, Missouri Department of Natural Resources, and Missouri Parks and Recreation Association for funding opportunities for park projects and recreation programming. Lastly, depending on the project and need certain types of infrastructure or transportation funding can support trails, pedestrian and bike infrastructure, greenways, or shared-use paths.

It is important for Independence to understand each grant's requirements. In many instances, agencies look at the pros and cons of each individual grant to understand the cost-benefit ratio. Consider the following to determine Independence's potential level of success:

- If it is a matching grant, are the necessary funds committed from the City for the match requirement?
- What is the overall time commitment expected from staff for grant administration, reporting, and implementation?
- What is the level of competition?
- How well does the Independence project or service meet the application requirements?
- Is there an opportunity to renew the grant or will Independence fund the project for the long term?
- What are the reporting requirements and length of time given for the overall project?

Below is a brief description of a few potentially impactful grant opportunities.

MISSOURI LAND AND WATER CONSERVATION FUND

This provides funding for acquisition and development of public outdoor recreation facilities. There is a 50% local match that is required for grants up to $500,000.

MISSOURI RECREATIONAL TRAILS PROGRAM

Projects can include motorized and non-motorized trail development and require a 20% local match for grants up to $250,000.

OUTDOOR RECREATION INFRASTRUCTURE GRANT PROGRAM

A reimbursement grant of up to $100,000 through the Missouri Department of Conservation for enhancing public access and opportunities for citizen engagement in conservation-related outdoor recreation.

OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM (ORLP)

This matching grant is funded through the U.S. Department of the Interior, National Park Service for cities with park projects in underserved communities. The grant helps to create new outdoor spaces or renovate existing parks with the goal of connecting people to outdoors.

CDBG FUNDING

Funding is received in accordance with the Community Development Block Grant (CDBG) Programs national objectives as established by the U.S Department of Housing and Urban Development. Funding may be applied to such programs as Infrastructure Improvements, Public Facility and Park Improvements, Human Service Enhancements, Lead-Based Paint Education and Reduction, Housing Education Assistance, and Economic Development and Anti-poverty strategies.

TAX SUPPORT

Local Option Sales And Use Tax

Voters can approve up to a one-half cent sales tax that is dedicated to funding parks.

Implications for Independence: Independence currently has a quarter-cent parks improvement sales tax for capital improvements. The City should strategically consider proposing an increase to this tax to address deferred maintenance, future capital improvements, as well as matching dollars for potential grants. The City will need to coordinate this alongside its other departmental needs.

Property Taxes

The city can dedicate a portion of its property tax revenue to fund parks and natural resources, either through the general levy or a special parks levy.

Implications for Independence: An appropriate level of property taxes provide a reliable and recurring source of funding. Public approval will be required if structured as a special levy. This would require careful justification and transparency.

Park Dedication Fees

Park Dedication Fees or Park Impact Fees are governed locally through an impact fee ordinance. These fees are designed to ensure that as new development occurs, there are adequate parks, open spaces, and recreational facilities to serve the growing population.

Implications for Independence: The City has considered this funding source in the past but is not currently implementing it. Given the growth potential, particularly on the east side of the city, Independence should strongly consider implementing an ordinance that dedicates funding to park development needs in areas of new development. As an example, nearby Lee's Summit requires developers to dedicate parkland or pay a fee, with a set standard of 6 park acres per 1,000 residents.

Community Improvement Districts

According to Missouri Law (Chapter 67; 67.1521), a city can create a CID where property owners in a defined area agree to additional property taxes to fund specific services or improvements, such as park enhancements.

Implications for Independence: Special Service Districts could provide targeted funding for specific parks or natural areas; however, it requires property owner consent. It would also require defining the district, holding a public hearing, passing a city ordinance, and (for any tax) getting voter approval within the district. Other Missouri cities already use this tool successfully for parks, beautification, and public spaces.

Conservation Easements And Land Value Tax Adjustments

This strategy provides tax incentives or abatements for landowners who place their property under conservation easements.

Implications for Independence: Encourages preservation of natural areas without an upfront city expenditure. Conservation easements require collaboration with landowners and conservation organizations.

Local Hotel/Motel Tax

Missouri law also allows cities to impose a lodging tax, with revenues used to promote local tourism, including improvements to parks and trails. These taxes range from 3-7%.

Implications for Independence: This strategy supports parks and recreation as part of tourism promotion and has a minimal impact on residents as the tax is paid by visitors. The revenue potential depends on the city's lodging market size. The tax requires voter approval and could be a valid source of revenue for the park system since Independence currently markets itself as a tourist destination because of its historic assets and arena.

Stormwater Utility Fees

The City charges based on impervious surface area to fund stormwater management, which can include natural area preservation and park infrastructure improvements.

Implications for Independence: Stormwater utility fees encourage sustainable development while funding green infrastructure in parks. This strategy may face opposition if perceived as an additional tax on residents and businesses.

Lease Of Development Rights Below The Ground Along Trails

Lease land for fiber optics, utilities alongside trails to support trail operations.

Implication for Independence: As Independence adds trails to the system including connectivity trails, opportunities may develop. The City should look at these on a case-by-case basis. Should this funding source materialize, the City should develop a policy to direct city officials and staff.

5.1.4 RECOMMENDATIONS

Independence should focus on enhancing financial sustainability and meeting community recreational needs through a diverse set of funding strategies. Critical actions for successful implementation of the funding strategies include:

- Regularly assessing and aligning funding strategies with Independence's mission and community needs. Ensure that partnerships, sponsorships, and grants are in harmony with the organization's values and goals.
- Actively pursuing a mix of funding sources to reduce dependence on any single channel. Continuously explore new opportunities and adapt strategies to changing economic and community landscapes.
- Improving coordination and messaging with key community partners, such as a Community Foundation, to increase public awareness of fundraising initiatives and missions. Foster open communication with the community to build understanding and support for various funding mechanisms.
- Regularly evaluating the performance of partnerships, sponsorships, and other revenue-generating initiatives to ensure they remain effective and aligned with Independence's objectives. Adapt strategies based on the outcomes of evaluations to optimize financial outcomes.
- Streamlining processes and utilizing software tools for efficient management of sponsorships, volunteer programs, and grant applications. Implement sound policies and standards for volunteer programs, ensuring consistent oversight from operational staff.
- Developing formal policies that provide a foundation for direction to staff and drive pricing strategies as well as earned income and partnership development.

- Embracing innovation in funding models, such as exploring Public-Private Partnerships (P3), to finance large-scale projects without straining the city budgets. Stay abreast of industry trends and be prepared to adapt strategies based on emerging opportunities.
- Utilizing data and feedback to continuously improve funding strategies, ensuring they remain effective and responsive to the evolving needs of the community.

The successful implementation of these strategies will contribute to the long-term well-being of the community and the continued growth and improvement of Independence Parks and Recreation.

5.2 Capital Improvement Plan

Independence has completed several recent park improvements over the past few years that have energized and activated their park system. However, there are still aging amenities that have reached their lifecycle and will need to be replaced. The projects identified in the Capital Improvement Plan ("CIP") are beyond the scope of Independence's normal maintenance and operating budget, covering non-routine major maintenance such as replacement, refurbishing, renovations, etc. While the period of focus is five years, in some cases an extended lookout for 10 years was used to identify larger projects to ensure Independence continues to keep pace by anticipating future needed improvements and development.

5.2.1 APPROACH TO THE CAPITAL IMPROVEMENT PROJECTS

The approach to updating the CIP is a three-tier plan that acknowledges the current fiscal realities, potential changes to current funding, acquiring alternative funding sources, and the importance of continued community support. Each tier is defined below and reflects different assumptions about available resources.



Sustainable Projects prioritize spending within existing needs that impact the safety, enjoyment, and increased access. The intention of this tier is to make the most of the existing resources with the primary goal being for the department to maintain the current level of service. The actions associated with this fiscally responsible approach address current maintenance needs and anticipated maintenance at existing parks and facilities and will be funded through existing funding sources and alternative funding when available.

Expanded Services Projects describes the extra services or capital improvement that should be undertaken when additional funding is available. This includes strategically enhancing existing capital assets that would require additional operational or capital funding. In coordination with the City Manager's Office, Mayor, Council, and Park Commission, the Parks and Recreation Department should evaluate and analyze potential sources of additional revenue, including but not limited to partnerships, naming rights, increased recreation and program revenues, grants, and capital bond funding, if appropriate, when existing debt service is retired in the future.

Visionary Projects represents the complete set of services and facilities identified by the community. It is a long-range look at the level of service and lifecycle replacement to address future needs and deficiencies. In this Master Plan, the Visionary Projects address aging facilities to make improvements in operational effectiveness and the overall sustainability of the park and recreation system as well as new facilities. Funding for visionary projects would be derived from partnerships, private investments, and capital bond funding, if appropriate, when existing debt service is retired in the future.

This fiscally responsible approach to the Capital Improvement Projects comes from the City's monitoring of existing financial and capital asset conditions. The Independence system has matured, and the city needs to replace older playgrounds, shelters, sports courts, and infrastructure throughout the park system. In addition, Independence's population is expected to increase over the next ten years, placing more demand on the existing parks and recreation system and level of service. These factors have important budgetary implications. Over the past several years, Independence has experienced an increase in maintenance and operation demands. Once parks age, they will be more labor intensive by design and condition, and liability issues will become a significant maintenance and operation concern. Furthermore, as parks age, they may not meet the public's expectations for recreational use or aesthetics. This will have a causal effect on the heavy use of new parks and facilities, requiring them to experience increased maintenance needs.

5.2.2 SUSTAINABLE PROJECTS

SUSTAINABLE PROJECTS (Priority to Address)					5 - Year Allocation				
Park Name	**Address**	**Facility / Amenity / Infrastructure**	**Project Recommendations**	**Estimated Total Project Cost**	**2027**	**2028**	**2029**	**2030**	**2031**
Beckett Park	2701 S. Cherokee St.	Infrastructure	New Concrete Walks	$30 K					$30 K
		Amenity	Replace Grills	$5 K	$5 K				
		Infrastructure	Poured in Place / synthetic turf playground surfacing (4,500 Sq. Ft.)	$60 K			$60 K		
		Infrastructure	Paved loop trail	$60 K				$60 K	
		Amenity	Aerial Play Structure	$80 K			$80 K		
		Infrastructure	Accessible Entry From Street	$50 K	$50 K				
Benton Park	707 S Crane St.	Infrastructure	New Concrete Walks and Connections	$60 K	$60 K				
Bund-Jack Park	1001 N. Jackson Dr.	Infrastructure	Poured in Place / synthetic turf playground surfacing (3,000 Sq. Ft.	$60 K			$60 K		
		Infrastructure	Sidewalk Along Street	$50 K	$50 K				
Carriage Hills Park	16841 E. 41st St.	Amenity	New Playground	$180 K		$180 K			
		Infrastructure	Refurbished Loop Trail	$60 K			$60 K		
Clothier Park	17201 E Medical Center Pkwy	Amenity	Add sidewalk connections to all amenities from loop trail	$25 K	$25 K				
		Infrastructure	Remove restroom (Porta-Poty)						
		Amenity	New Playground	$400 K					$400 K
		Infrastructure	Refurbished Loop Trail	$60 K		$60 K			
Country Club Park	2930 S. Norton Ave.	Infrastructure	Refurbished Loop Trail (Connect Playground and Update Connection to Rotary Park)	$60 K		$60 K			
		Infrastructure	New Playground	$600 K				$600 K	
		Infrastructure	Add sidewalk connections to the playground and re-surface the connection to Rotary Park)	$80 K				$80 K	
Crackerneck Park	16820 E. Crackerneck Rd.	Infrastructure	Unpaved Hiking Trail	$10 K					$10 K
		Amenity	Fitness Area	$50 K					$50 K
		Infrastructure	Remove restrooms	$60 K	$60 K				
		Infrastructure	New Nature Playground	$800 K					$800 K
		Infrastructure	Site Furniture	$30 K		$30 K			
Davis Park	221 N Arlington Ave.	Infrastructure	Refurbished Parking lot (13,479 Sq. Ft.)	$100 K		$100 K			
		Amenity	Refurbished loop trail and add more connections	$80 K			$80 K		

SUSTAINABLE PROJECTS (Priority to Address) *continued*					5 - Year Allocation				
Park Name	**Address**	**Facility / Amenity / Infrastructure**	**Project Recommendations**	**Estimated Total Project Cost**	**2027**	**2028**	**2029**	**2030**	**2031**
Dickinson Park	1700 Dickinson Rd.	Infrastructure	Refurbished Fishing Lake (With Amenities)	$400 K				$400 K	
		Infrastructure	Remove restrooms	$60 K	$60 K				
		Infrastructure	Loop Trail (Add connections to larger park context)	$100 K			$100 K		
Firehouse Park	11305 E 36th St S.	Infrastructure	Add Signage	$60 K		$60 K			
Glendale Park	16010 E. Crackerneck Rd.	Amenity	Pickleball Courts	$200 K	$425 K				
		Infrastructure	Replace upper playground and and Poured in Place / synthetic turf surfacing (3,200 Sq. Ft.)	$200 K			$200 K		
		Infrastructure	Refurbished Loop Trail	$50 K				$50 K	
Hiram Young Park	215 E. Lexington Ave.	Infrastructure	Site Furniture	$30 K	$30 K				
Rotary Park	10615 E 24th St S.	Infrastructure	Refurbish Loop Trail	$60 K		$60 K			
		Infrastructure	Poured in Place / synthetic turf playground surfacing (4,500 Sq. Ft.)	$75 K					$75 K
		Infrastructure	Refurbished Splash Pad	$75 K	$75 K				
St. Clair Park	433 S Farley Terrace	Amenity	Site Furniture	$50 K			$50 K		
		Amenity	New Playground	$400 K				$400 K	
		Infrastructure	New Loop Trail and sidewalk	$75 K					$75 K
Sycamore Hills Park	3700 S Haden Dr.	Infrastructure	Replace playground and Poured in Place / synthetic turf surfacing (2,400 Sq. Ft.)	$215 K	$215 K				
		Infrastructure	Sidewalk connections to picnic area	$25 K	$25 K				
Young Park	405 N Dodgion St.	Infrastructure	New Loop Trail and Connections	$60 K			$60 K		
		Amenity	New Playground	$600 K		$600 K			
		Infrastructure	Refurbished Basketball Court	$25 K	$25 K				
Total Neighborhood Parks				$6,035,000					
Bingham-Waggoner Estate Park	313 W Pacific Ave.	Infrastructure	New Loop Trail	$80 K					
		Infrastructure	New Signage	$100 K					
Bundschu Park	11400 E 9th St S.	Infrastructure	Refurbished Loop Trail	$60 K					
		Infrastructure	Re-surfacing Sport Courts	$60 K					
		Amenity	Replace Furniture	$50 K					
Choplin-Hood Park	15919 E. Cogan Ln.	Infrastructure	Refurbish Sport Field and fencing	$100 K					
		Infrastructure	Refurbished Loop Trail	$60 K					
Hill Park	2201 S. Maywood Ave.	Infrastructure	Refurbished Loop Trail	$60 K					
		Infrastructure	Masterplan	$20 K					
		Infrastructure	Poured in Place / synthetic turf playground surfacing (3,000 sq. ft.)	$60 K					
Phil Roberts Park	3250 S Blue Ridge Blvd.	Infrastructure	Landscaping Buffer From Road	$50 K					
		Infrastructure	Refurbish Loop Trail (Add connections to larger park context)	$100 K					
Santa Fe Trail Park	2900 S Santa Fe Rd.	Infrastructure	Refurbished Restrooms	$100 K					
		Infrastructure	New Site Furniture	$40 K					
		Infrastructure	Convert Half (6) of Tennis to Pickleball Courts (Re-surface)	$100 K					
Total Community Parks				$1,040,000					

SUSTAINABLE PROJECTS (Priority to Address) *continued*					5 - Year Allocation				
Park Name	**Address**	**Facility / Amenity / Infrastructure**	**Project Recommendations**	**Estimated Total Project Cost**	**2027**	**2028**	**2029**	**2030**	**2031**
Adventure Oasis Park	2100 S. Hub Dr.		Masterplan	$20 K	$20 K				
Fairmount Park	300 N. Home Ave.	Infrastructure	Masterplan (Connecting to Davis Park)	$20 K		$20 K			
		Infrastructure	Unpaved Hiking Trails	$20 K			$20 K		
		Infrastructure	Poured in Place / synthetic turf playground surfacing (5,500 sq. ft.)	$60 K					$60 K
George Owens Nature Park & Education Center	1601 Speck Rd.	Infrastructure	Mountain Biking Trails	$10 K		$10 K			
		Infrastructure	Lodge Updates	$200 K			$200 K		
Independence Athletic Complex	17800 E Salisbury Rd.		Site and Restroom repairs/ repaving 2026 and 2027 - $250k (upper in 2026) / $250k (lower in 2027)	$500 K	$250 K	$250 K			
McCoy Park	800 N Bess Truman Pkwy.	Infrastructure	Re-furbish splashpad	$60 K					
		Amenity	ADA field surfacing replacement	$200 K	$200 K				
Mill Creek Park	1799 N River Blvd.	Amenity	Shade Around Fields	$200 K		$60 K			
		Infrastructure	New Playground	$600 K	$600 K				
		Infrastructure	New Loop Trail / Pedestrian Connections	$60 K	$200 K				
		Infrastructure	Spectator Space for Viewing	$10 K			$200 K		
Van Hook Park	16820 E 34th St S.		Masterplan	$20 K			$20 K		
Waterfall Park	4501 S Bass Pro Dr.	Infrastructure	New Fishing Piers (2 Additional)	$150 K		$10 K			
Total Regional Parks				$2,130,000					
Total Park Inventory				$10.18 M	$2.23 M	$1.73 M	$1.99 M	$1.86 M	$2.51 M

TABLE 18 SUSTAINABLE PROJECTS



Playground at Glendale Park

5.2.3 EXPANDED SERVICES PROJECTS

EXPANDED SERVICES (Improving What We Have)					5 - Year Allocation					10 - Year Allocation				
Park Name	**Address**	**Facility / Amenity / Infrastructure**	**Project Recommendations**	**Estimated Total Project Cost (Anticipate a 5-10% escalation of estimate for future years)**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**
Beckett Park	2701 S. Cherokee St.	Infrastructure	Shelter	$300,000		$300,000								
		Infrastructure	Unpaved Hiking Trail	$10,000				$10,000						
Benton Park	707 S Crane St.	Infrastructure	Re-surface Sports Court	$25,000	$25,000									
		Infrastructure	New Shelter	$80,000					$80,000					
Bund-Jack Park	1001 N. Jackson Dr.	Infrastructure	Dedicated Parking	$300,000						$300,000				
		Infrastructure	Pavillion	$300,000										$300,000
Carriage Hills Park	16841 E. 41st St.	Amenity	Shelter	$300,000								$300,000		
		Infrastructure	Dog Park	$100,000				$100,000						
Clothier Park	17201 E Medical Center Pkwy.	Infrastructure	New Shelter	$80,000										$80,000
		Infrastructure	Expand basketball court	$50,000	$50,000									
Country Club Park	2930 S. Norton Ave.	Infrastructure	Re-furbished Parking lot (8,500 Sq. Ft.)	$100,000		$100,000								
Crackerneck Park	16820 E. Crackerneck Rd.	Infrastructure	Add shade around playground	$200,000						$200,000				
Davis Park	221 N Arlington Ave.	Amenity	Basketball court	$100,000				$100,000						
		Amenity	Multi-Use Sport Field	$200,000	$200,000									
		Amenity	Pickleball Courts	$200,000		$200,000								
Dickinson Park	1700 Dickinson Rd.	Infrastructure	Unpaved Hiking Trails	$10,000	$10,000									
		Infrastructure	Re-furbished Parking lot (13,000 Sq. Ft.)	$50,000	$50,000									
Firehouse Park	11305 E 36th St S.	Infrastructure	Walking Path	$50,000							$50,000			
		Infrastructure	Site Furniture	$50,000								$100,000		
		Infrastructure	Accessible Dock	$100,000										
Glendale Park	16010 E. Crackerneck Rd.	Infrastructure	Re-furbished Parking lot (4,400 Sq. Ft.)	$200,000										$200,000
		Amenity	Splash Pad	$300,000									$300,000	
		Amenity	Shelter	$200,000									$200,000	
St. Clair Park	S Farley Terrace	Infrastructure	Dedicated Parking	$800,000							$800,000			
		Infrastructure	Shade	$200,000								$200,000		
Sycamore Hills Park	3700 S Haden Dr.	Amenity	Shade	$200,000				$200,000						
Young Park	405 N Dodgion St.	Infrastructure	Dedicated Parking	$400,000		$400,000								
Total Neighborhood Parks				$4,905,000										
Adventure Oasis Park	2100 S. Hub Dr.	Infrastructure	Demolish Existing Facility (Except bath House)	$200,000	$200,000									
Fairmount Park	300 N. Home Ave.	Infrastructure	Re-furbish Loop Trail (Add connections to larger park context)	$100,000				$100,000						
		Infrastructure	New Shelter	$200,000										$200,000
George Owens Nature Park & Education Center	1601 Speck Rd.	Amenity	New Loop Trail Connections	$50,000				$50,000						
		Infrastructure	Re-furbished fishing lake amenities	$80,000			$80,000							
		Infrastructure	Unpaved Hiking Trail Expansions	$10,000			$10,000							
Mill Creek Park	1799 N River Blvd.	Infrastructure	Re-furbished All Parking lots (120,000 Sq. Ft.)	$1,000,000	$500,000	$500,000								
		Infrastructure	Re-furbished Sport Courts	$80,000					$80,000					
Waterfall Park	4501 S Bass Pro Dr.	Infrastructure	Loop Trail Connections	$200,000									$200,000	
Total Regional Parks				$1,920,000										

EXPANDED SERVICES (Improving What We Have) *continued*					5 - Year Allocation					10 - Year Allocation				
Park Name	**Address**	**Facility / Amenity / Infrastructure**	**Project Recommendations**	**Estimated Total Project Cost (Anticipate a 5-10% escalation of estimate for future years)**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**
Bingham-Waggoner Estate Park	313 W Pacific Ave.	Amenity	Art Walk Installation	$50,000				$50,000						
		Amenity	Add Site Furniture	$50,000				$50,000						
		Infrastructure	Event Space	$200,000									$200,000	
Bundschu Park	11400 E 9th St S.	Infrastructure	Unpaved Hiking Trails	$10,000				$10,000						
		Infrastructure	Re-furbished Parking lot (8,000 Sq. Ft.)	$80,000						$80,000				
		Facility	Disc Golf Course	$20,000							$20,000			
Choplin-Hood Park	15919 E. Cogan Ln.	Infrastructure	Re-furbished Parking lot (South - 4,700 Sq. Ft.)	$50,000		$50,000								
		Amenity	Pump Track	$100,000							$100,000			
		Infrastructure	Masterplan	$20,000		$20,000								
Hill Park	2201 S. Maywood Ave.	Infrastructure	Re-furbish All Parking lots (31,500 Sq. Ft.)	$200,000		$200,000								
		Amenity	New Skate Park Facility	$600,000			$600,000							
		Infrastructure	Combine Playground and Shelter	$20,000							$20,000			
Phil Roberts Park	3250 S Blue Ridge Blvd.	Infrastructure	Re-furbish parking lot (7,000 Sq. Ft.)	$60,000						$60,000				
		Infrastructure	Unpaved Hiking Trails	$10,000						$10,000				
		Infrastructure	New Site Furniture	$30,000							$30,000			
Santa Fe Trail Park	2900 S Santa Fe Rd.	Infrastructure	New Shelter	$100,000								$100,000		
		Amenity	New Loop Trail	$80,000									$80,000	
Total Community Parks				$1,680,000										
Central Mission Building & Campus RV Park	500 W Pacific Ave.	Infrastructure	Re-furbished Sports Fields	$200,000	$200,000									
Lipton Conservation Area	W 31st St.	Infrastructure	Re-gravel hiking trail	$20,000	$20,000									
Total Special Use Parks/Open Space Parks				$220,000										
Total Park Inventory				$8,725,000	$1,255,000	$1,470,000	$690,000	$670,000	$160,000	$650,000	$1,070,000	$700,000	$980,000	$780,000

TABLE 19 EXPANDED SERVICES PROJECTS

5.2.4 VISIONARY PROJECTS

VISIONARY PROJECTS (Developing New Opportunities)					5 - Year Allocation					10 - Year Allocation				
Park Name	**Address**	**Facility / Amenity / Infrastructure**	**Project Recommendations**	**Estimated Total Project Cost (Anticipate a 5-10% escalation of estimate for future years)**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**
Carriage Hills Park	16841 E. 41st St.	Amenity	New Playground	$600,000					$600,000					
Dickinson Park	1700 Dickinson Rd.	Amenity	New Nature Playground	$600,000						$600,000				
Glendale Park	16010 E. Crackerneck Rd.	Amenity	Splash Pad	$400,000						$400,000				
Bundschu Park	11400 E 9th St S.	Facility	Restroom Facility	$600,000					$600,000					
Choplin-Hood Park	15919 E. Cogan Ln.	Amenity	Splashpad	$600,000						$600,000				
Adventure Oasis Park	2100 S. Hub Dr.	Infrastructure	Outdoor Aquatics Facility	$30,000,000		$30,000,000								
Fairmount Park	300 N. Home Ave.	Amenity	New Nature Playground	$600,000					$600,000					
George Owens Nature Park & Education Center	1601 Speck Rd.	Infrastructure	RV Park	$100,000					$100,000					
Independence Athletic Complex	17800 E Salisbury Rd.	Amenity	Athletic Complex Masterplan	$25,000,000				$25,000,000						
Central Mission Building & Campus RV Park	500 W Pacific Ave.	Infrastructure	Recreation Center Outdoor Event and RV Park	$30,000,000			$30,000,000							
Total Park Inventory				$88,500,000	$0	$30,000,000	$30,000,000	$25,000,000	$1,900,000	$1,600,000	$0	$0	$0	$0

TABLE 20 VISIONARY PROJECTS

5.2.5 GENERAL PARK LIFECYCLE RECOMMENDATIONS

General Project Recommendations (For Community Parks At A Minimum)

- Park Lifecycle (Equipment and Infrastructure)
  - Parking / Trails / Sidewalks (10-15 years)
  - Playgrounds (20 years)
  - Restrooms (20 years)
  - Furniture (5-10 years)
- Furniture Standards (Re-furbish and Replacement)
  - Benches
  - Trash Receptacles
  - Grills
  - Lighting
  - Drinking Fountains
  - Security Lighting
- ADA Standards for all Incoming Projects/Retrofits
- Sidewalk Minimums (10-12′ Width) Concrete
- Eliminating restrooms (Neighborhood Parks and Lower; Unless Splash pad present)
- Color Scheme For Parks
- Create Signage Standards (Re-furbish Signage)

General Trail Recommendations

- Maintain Walking Paths
- Trail System Connections
  - Trailhead Amenities At Access Points
- Heart Health Trails With Equipment and Shade



Youth Soccer at Independence Athletic Complex

6 Master Plan Implementation



Baseball Field at Independence Athletic Complex

6.1 Strategic Action Plan

6.1.1 FINANCES AND CAPITAL IMPROVEMENTS

FINANCIAL ACTION PLAN (OG- Ongoing/ST - Short term 1-2 years/MT- Mid term 3-5 years/LT - Long term 5+ years)

Vision for Finances: Build a sustainable and diversified funding framework that enhances community assets, creates partnerships, and supports growth in parks and recreation services.

Goal 1.0: Expand Independence's financial management practices and tools to ensure efficient resource allocation, enhance cost recovery, and support the expansion of recreational programming and facilities.			Who?	When?	Cost			Priority Level			Source for Strategy						Status (% Completion)
					Low (<$50,000)	Medium ($50,000 - $250,000)	High (> $250,000)	Low	Medium	High	Community Survey	Level of Service	Staff/ Data	Focus Groups/ Stakeholders	Consulting Assessments	Best Practice	
1.1	**Strategy:**	Develop financial key performance indicators for parks and recreation services that are shared with leadership for a data-driven decision making.	Morris	OG	●					●					●	●	○
1.2	**Strategy:**	Create an earned income policy that provides guidance on where parks and recreation revenue is directed.	Kimberle	ST	●					●						●	○
1.3	**Strategy:**	Create a pricing policy to align with programming and operations plan goals and strategies.	Erika	ST	●					●						●	○
1.4	**Strategy:**	Conduct a cost of service model and further define cost recovery practices by type of service.	Erika	ST	●					●						●	○
1.5	**Strategy:**	Develop a long-term funding plan for operations through diversified funding sources and sound business practices.	Kimberle	ST	●					●						●	○
1.6	**Strategy:**	Develop a capital investment plan that ensures proper funding is available for future Parks and Recreation improvements and amenities.	Kimberle	ST	●					●						●	○
1.7	**Strategy:**	5%-10% of asset value should be invested into asset and capital budget for continued maintenance.	Kimberle	ST			●			●	●				●		○
1.8	**Strategy:**	Update contracts and agreements with agencies on an annual or bi-annual basis to include performance standards and consistent operational terms and conditions.	Jennifer	MT	●				●						●	●	○
1.9	**Strategy:**	Develop a partnership policy that is driven by cost of service model.	Erika	ST	●				●							●	○
1.10	**Strategy:**	Increase General Fund budget for parks and recreation specific operations by .5-1% every year over the next five years.	CMO	MT			●			●	●						○
1.11	**Strategy:**	Increase operating budget per capita from $65.99 to $100 by 2031. (Equates to $12,162,900 for operating budget which is the national median average for similar size cities)	CMO	MT			●			●	●				●		○
1.12	**Strategy:**	Create a lifecycle replacement plan for all facilities, amenities, equipment and infrastructure.	Mike	ST	●					●	●					●	○
1.13	**Strategy:**	Identify non-core functions for outsourcing and streamline operational planning.	Morris	OG	●				●							●	○
1.14	**Strategy:**	Launch fully automated online registration and payment system with the appropriate recreation management software.	Erika	ST		●			●							●	○
1.15	**Strategy:**	Increase 1/4 cent sales tax to 3/4 cent sales tax for parks and facility improvements by 2031.	CMO	MT			●			●	●				●		○
1.16	**Strategy:**	Establish a park impact fee and a land dedication ordinance on new development to help support the needs for neighborhood parks in underserviced areas of the city for acquiring new parks and making the improvements to the site once purchased.	Morris/ CMO	MT		●				●		●			●		○
1.17	**Strategy:**	Formalize a sponsorship policy that allows for corporate sponsorship opportunities including naming rights.	Candi	ST	●				●							●	○
1.18	**Strategy:**	Develop a Park and Heritage Foundation to maximize opportunities for additional funding through grants, private donations, and endowments.	Morris	LT	●			●								●	○
1.19	**Strategy:**	Revisit bond referendum for future major capital improvements including a downtown Community Center.	CMO	LT			●			●	●				●		○
1.20	**Strategy:**	Create business plans for all revenue generating facilities and amenities.	Erika	OG	●				●						●	●	○

6.1.2 OPERATIONS AND MANAGEMENT

OPERATIONS AND MANAGEMENT ACTION PLAN (OG- Ongoing/ST - Short term 1-2 years/MT- Mid term 3-5 years/LT - Long term 5+ years) *Vision for Operations and Management: Foster a high-performing and responsive team that is driven by organizational growth, consistent improvement, and exceptional service to the community.*																		
Goal 1.0: Expand the organizational capacity of parks and recreation.			**Who?**	**When?**	**Cost**			**Priority Level**			**Source for Strategy**						**Status (% Completion)**
					Low (<$50,000)	**Medium ($50,000 - $250,000)**	**High (> $250,000)**	**Low**	**Medium**	**High**	**Community Survey**	**Level of Service**	**Staff/ Data**	**Focus Groups/ Stakeholders**	**Consulting Assessments**	**Best Practice**	
1.1	**Strategy:**	Create a functional organizational chart to identify gaps in labor and further define roles/responsibilities. Maximize staffing structure and efficiencies to address underserved areas of operations with adequate funding (e.g., additional maintenance and programming staff).	Morris	ST	●					●						●	○
1.2	**Strategy:**	Increase total FTEs for parks and recreation management from 58.50 to national median average 102 over the next five years.	Morris	MT			●			●			●			●	○
1.3	**Strategy:**	Consider the development of a five-year staffing plan to proactively plan for any staff changes that might happen in the future and update annually.	Morris	MT	●				●							●	○
1.4	**Strategy:**	Create dedicated administrative and customer service positions for parks and recreation divisions.	Jennifer	MT	●				●				●			●	○
1.5	**Strategy:**	Create a planning and performance management position to collect and analyze data to inform future strategies.	Kimberle	ST	●				●				●			●	○
1.6	**Strategy:**	Increase staff proficiency in parks and recreation management and governmental business acumen.	Mike & Erika	OG	●					●						●	○
1.7	**Strategy:**	Evaluate current technology systems through a needs assessment to identify areas for improvement, automation, and new customer services to improve the operational efficiencies and user experience.	Mike & Erika	ST	●					●			●			●	○
1.8	**Strategy:**	Balance and expand volunteer opportunities throughout the community. Set up a grants, alliances, partnership, and sponsorship position or division to go after earned income opportunities.	PLT*	LT	●			●								●	○

Goal 2.0: Pursue sustainable and innovative solutions that respond to Independence's evolving recreation needs and future priorities.			**Who?**	**When?**	**Cost**			**Priority Level**			**Source for Strategy**						**Status (% Completion)**
					Low (<$50,000)	**Medium ($50,000 - $250,000)**	**High (> $250,000)**	**Low**	**Medium**	**High**	**Community Survey**	**Level of Service**	**Staff/ Data**	**Focus Groups/ Stakeholders**	**Consulting Assessments**	**Best Practice**	
2.1	**Strategy:**	Train 1-2 staff members to be "power users" of specific software systems and to train other staff members on how to use the software.	Jennifer	ST	●				●				●			●	○
2.2	**Strategy:**	Increase automated and cloud-based features for both recreation and maintenance management for optimal scheduling, data management, reporting, customer interaction, and internal and external coordination.	PLT	ST		●			●				●			●	○
2.3	**Strategy:**	Develop consistent maintenance, program, and customer service standards.	Mike & Erika	ST	●					●						●	○
2.4	**Strategy:**	Develop a maintenance management plan that outlines park maintenance standards, frequencies, and workload allocation	Mike	ST	●					●						●	○
2.5	**Strategy:**	Analyze facility utilization for indoor spaces to identify facility capacity for future, additional services.	Erika	ST	●					●						●	○

**PLT - Park Leadership Team*

OPERATIONS AND MANAGEMENT ACTION PLAN (OG- Ongoing/ST - Short term 1-2 years/MT- Mid term 3-5 years/LT - Long term 5+ years)

Vision for Operations and Management: Foster a high-performing and responsive team that is driven by organizational growth, consistent improvement, and exceptional service to the community.

Goal 3.0: Expand partnerships to support year-round and affordable programming and generate supplemental funding for facility improvements and program growth.			Who?	When?	Cost			Priority Level			Source for Strategy						Status (% Completion)
					Low (<$50,000)	Medium ($50,000 - $250,000)	High (> $250,000)	Low	Medium	High	Community Survey	Level of Service	Staff/ Data	Focus Groups/ Stakeholders	Consulting Assessments	Best Practice	
3.1	Strategy:	Develop and update interlocal agreements with schools to guide future use of facilities.	PLT	ST	●				●							●	○
3.2	Strategy:	Collaborate with private partners, nonprofits, and local businesses for programming, sponsorships and volunteers	Erika	ST	●					●						●	○

Goal 4.0: Implement a comprehensive communication plan that standardizes internal protocols and educates the public on parks, recreation, policies and procedures.			Who?	When?	Cost			Priority Level			Source for Strategy						Status (% Completion)
					Low (<$50,000)	Medium ($50,000 - $250,000)	High (> $250,000)	Low	Medium	High	Community Survey	Level of Service	Staff/ Data	Focus Groups/ Stakeholders	Consulting Assessments	Best Practice	
4.1	Strategy:	Create a marketing and communications plan to strengthen branding, outreach, and program participation.	Candi	ST	●					●	●					●	○
4.3	Strategy:	Create public engagement strategy to educate the community on the true cost of recreation services that will help with future fee increase discussions. Also, provide consistent, transparent updates on park planning and projects that educate the community about funding sources	PLT	ST	●				●		●					●	○
4.4	Strategy:	Create a customer journey map to visualize and document the end to end experience that a customer has with parks and recreation facilities and programming from initial awareness, through registration and service delivery to post-engagement follow-up.	Erika	ST	●				●							●	○
4.5	Strategy:	Create a style guide for branding, print, and digital communication.	Candi	ST	●					●						●	○
4.6	Strategy:	Develop processes for program promotion, lead times, and a digital vs. print balance with marketing materials.	Candi	ST	●					●						●	○
4.7	Strategy:	Develop internal communication protocols for scheduling, maintenance, and project updates.	Jennifer	ST	●					●						●	○

Goal 5.0: Establish consistency in parks and recreation management and service delivery through sound policies and standard operating procedures.			Who?	When?	Cost			Priority Level			Source for Strategy						Status (% Completion)
					Low (<$50,000)	Medium ($50,000 - $250,000)	High (> $250,000)	Low	Medium	High	Community Survey	Level of Service	Staff/ Data	Focus Groups/ Stakeholders	Consulting Assessments	Best Practice	
5.1	Strategy:	Standard Operating Procedures should be updated and developed to ensure consistency and efficiency for facility scheduling, rentals, recreation programming and maintenance tasks.	Jennifer	OG	•					●						●	○
5.2	Strategy:	Use agreements should include clear requirements, termination clauses and performance standards. Agreements should be standardized for consistent legal, risk management, and operational terms.	PLT	OG	•					●						●	○
5.3	Strategy:	Create a standardized partnership framework with criteria for decision-making, risk-sharing, and performance evaluation.	Erika	ST	•					●						●	○
5.4	Strategy:	Update park use policies or ordinances to address modern issues (e.g., metal detecting, drones, e-bikes) and ensure consistent enforcement.	PLT	MT	•				●							●	○
5.5	Strategy:	Expand land acquisition policy to include acquisition priorities, easements, conservation partnerships, and appraisal requirements	PLT	ST	•				●							●	○
5.6	Strategy:	Develop a policy to guide natural resource stewardship, invasive species control, and conservation practices	Jeff	MT	•			●								●	○

6.1.3 PARKS AND FACILITIES

PARKS & FACILITIES ACTION PLAN (OG- Ongoing/ST - Short term 1-2 years/MT- Mid term 3-5 years/LT - Long term 5+ years)

Vision for Parks & Facilities: Build and maintain a high-quality park system that meets the evolving needs of the community through strategic reinvestment and visionary planning.

Goal 1.0: Address community priorities through consistent and sustained park, trail, and facility investments.			Who?	When?	Cost			Priority Level			Source for Strategy						Status (% Completion)
					Low (<$50,000)	Medium ($50,000 - $250,000)	High (> $250,000)	Low	Medium	High	Community Survey	Level of Service	Staff/ Data	Focus Groups/ Stakeholders	Consulting Assessments	Best Practice	
1.1	Strategy:	Prioritize facility upgrades at parks, facilities, and amenities with a focus on safety, infrastructure and user experience.	Willie	OG			●			●	●			●	●	●	○
1.2	Strategy:	Maximize facility use by consistently analyzing and adapting to utilization trends.	Erika	OG	●				●							●	○
1.3	Strategy:	Create a lifecycle replacement plan for equipment and infrastructure and prioritize attention on deferred maintenance items.	Mike	ST	●					●					●	●	○
1.4	Strategy:	Schedule preventive maintenance consistently across parks, facilities and amenities through a computerized maintenance management system (CMMS).	Mike	ST	●				●							●	○
1.5	Strategy:	Apply consistent design and maintenance standards across all parks and facilities.	Mike	ST	●				●							●	○
1.6	Strategy:	Conduct facility condition assessments and develop a facility reinvestment plan based on return on investment, community priorities, and usage data.	PLT	MT	●					●		●			●		○
1.7	Strategy:	Eliminate deferred maintenance for high investment priorities first as identified in community survey.	PLT	MT			●			●	●		●	●	●		○
1.8	Strategy:	Invest in specific parks, facilities, and amenities as identified in park assessments based on the level of service needs, community priorities from statistically valid survey, usage trend data, recreation trend data, and service gaps.	Mike & Erika	MT			●			●		●	●		●		○
1.9	Strategy:	Transition right of way maintenance for roadside trails to public works.	CMO	MT	●				●				●		●		○
1.10	Strategy:	Repurpose underutilized indoor/outdoor spaces into flexible community use spaces.	Mike & Erika	MT			●	●			●				●		○
1.11	Strategy:	Integrate ADA and universal design standards into all capital projects and retrofits.	Willie	MT		●			●							●	○
1.12	Strategy:	Prioritize investments and new amenities in underserved east-side neighborhoods.	PLT	LT			●		●				●	●	●		○
1.13	Strategy:	Install lighting, increase security patrols, and enhance visibility of staff in priority parks and facilities.	Mike	ST			●			●	●		●	●		●	○
1.14	Strategy:	Create signage standards and refurbish entry, wayfinding and regulatory signage throughout parks	Mike	ST		●		●							●	●	○
1.15	Strategy:	Manage inappropriate park use and encampments that deter the public from using parks and trails for the safety of all users of the parks.	CMO	OG		●				●	●		●	●			○
1.16	Strategy:	Redesign existing parks that are past their useful life with updated park equipment to re-establish use and safety in each park.	PLT	ST			●			●					●	●	○
1.17	Strategy:	Increase trail use, safety and links to neighborhoods that supports the health and wellness of users of the trails to make Independence residents more healthy.	PLT	OG	●			●			●					●	○
1.18	Strategy:	Implement remainder of Athletic Complex master plan and upgrade park facilities and amenities.	CMO/PLT	LT			●			●					●		○
1.19	Strategy:	Create recognition for City with upgraded playgrounds and spraygrounds - potential bond	CMO	MT			●		●						●		○

6.1.4 RECREATION PROGRAMMING

RECREATION PROGRAMMING ACTION PLAN (OG- Ongoing/ST - Short term 1-2 years/MT- Mid term 3-5 years/LT - Long term 5+ years)

Vision for Recreation Programming: Create experiences for Independence residents to maintain active, healthy, and connected lives through inclusive and innovative recreation programming and community events.

Goal 1.0: Expand programming to include a comprehensive range of new and enhanced activities in the areas of Aquatics, Arts and Culture, Active Adults, Fitness, Health, and Wellness; Community Special Events; Youth and Teen Services, Youth Sports, and Nature Education and Outdoor Adventure.			Who?	When?	Cost			Priority Level			Source for Strategy						Status (% Completion)
					Low (<$50,000)	Medium ($50,000 - $250,000)	High (> $250,000)	Low	Medium	High	Community Survey	Level of Service	Staff/ Data	Focus Groups/ Stakeholders	Consulting Assessments	Best Practice	
1.1	Strategy:	Introduce out of school camps and early learning, literacy, science, technology, engineering, arts, and math programs in partnership with schools and libraries.	Rosie	ST	●					●	●		●	●	●		○
1.2	Strategy:	Launch flexible drop-in programs, social events, and senior-youth mentorship opportunities.	Cheryl	ST	●			●							●		○
1.3	Strategy:	Create customized rental packages (e.g., esports for teens, clubs for seniors); enhance multipurpose room design and access.	Marshall & Laak	MT	●				●						●		○
1.4	Strategy:	Define role in inclusive, skill-based youth sports; develop coaching pipeline and clear recreational-to-competitive pathways for girls, boys, and adults.	Rosie	MT	●				●		●		●	●			○
1.5	Strategy:	Create a coordinating structure for youth sports operations and partnerships. Consider forming a non-profit youth sports commission with a governing board to coordinate scheduling, policy alignment, and collaboration among leagues to maximize resource development and facility use.	Erika	LT	●				●					●	●		○
1.6	Strategy:	Integrate sports facilities and programming in City's overall tourism plan. Develop a specific sports tourism strategy to promote use of Athletic Complex and any future facilities.	PLT	LT		●			●								○
1.7	Strategy:	Expand fitness and wellness programming to create more experiences that integrate social, mental and physical health benefits. Prioritize programming for active adults.	Rosie	ST	●					●	●				●		○
1.8	Strategy:	Add a dedicated maker space with access to instruction, technology, equipment, and supplies for different skilled trades that are focused on tech, art and design, music, and carpentry.	Erika	MT		●			●						●		○
1.9	Strategy:	Partner with local media professionals, universities, or technology companies to offer workshops and training in video production, podcasting, social media management, and coding.	Erika	MT	●				●						●		○
1.1	Strategy:	Develop more events and programming that promote the arts and culture/historic programming, particularly for youth.	Melissa & Rosie	MT		●				●	●			●			○
1.11	Strategy:	Regularly analyze the program strategy as outlined in recreation program assessment to position Independence to address community demand and maximize available resources.	Erika	OG	●					●			●			●	○
1.12	Strategy:	Enhance program development, marketing, business development, and customer service program training for all recreation staff.	Erika	OG		●				●							○
1.13	Strategy:	Rebuild aquatics as a core program area for Independence by maintaining interim access to water-based programming through partnerships while planning a long-term aquatic programming solution that supports year-round community needs.	Erika/PLT	MT		●				●	●	●	●	●	●	●	○
1.14	Strategy:	Develop a tiered approach to decision making on how support is provided and community events are planned in the future. Make sure parks and recreation is recoginized.	Jeff & Candi	ST	●					●	●		●		●		○

6.1.5 LAND MANAGEMENT

LAND MANAGEMENT ACTION PLAN (OG- Ongoing/ST - Short term 1-2 years/MT- Mid term 3-5 years/LT - Long term 5+ years)

Vision for Parks & Facilities: Build and maintain a high-quality park system that meets the evolving needs of the community through strategic reinvestment and visionary planning.

Goal 1.0: Address community priorities through consistent and sustained park, trail, and facility investments.			Who?	When?	Cost			Priority Level			Source for Strategy						Status (% Completion)
					Low (<$50,000)	Medium ($50,000 - $250,000)	High (> $250,000)	Low	Medium	High	Community Survey	Level of Service	Staff/ Data	Focus Groups/ Stakeholders	Consulting Assessments	Best Practice	
1.1	**Strategy:**	Implement downtown community center feasibility study for future community center, indoor aquatics, and outdoor event and recreation space priorities.	Morris	LT	●					●					●	●	○
1.2	**Strategy:**	Create business plans for potential indoor recreation sites (i.e., Central Mission Community-Christ/RV Park, Pacific Ave.)	Pros	ST	●					●						●	○
1.3	**Strategy:**	Divest from or offload certain properties - school sites, neighborhood parks (underutilized west side properties), historic sites	Morris & Mike/CMO	MT	●					●		●	●	●	●		○
1.4	**Strategy:**	Transition right of way maintenance for roadside trails to public works.	CMO	MT	●				●				●		●		○

7 Conclusion

Independence's parks and recreation system stands at a defining moment. This Master Plan is not simply a vision for what could be, it is a practical roadmap for what must happen next to protect public assets, strengthen neighborhoods, and improve the quality of life for residents.

The plan prioritizes reinvestment in existing parks and facilities, expands access to programs that reflect today's community, and positions parks and recreation as a visible, reliable, and valued public service that is integral to Independence's infrastructure and economic development goals. Most importantly, it emphasizes action, connecting long-term goals to phased strategies, clear accountability, and measurable outcomes.

At the same time, this plan is clear about what it will take to achieve successful outcomes. Simply put, revitalization requires resources. Independence cannot achieve higher service quality, safer and more welcoming parks, modern facilities, or equitable access without a meaningful increase in funding, staffing, and overall organizational capacity. Continued underinvestment will limit progress, while continued strategic reinvestment will unlock it.

Ultimately, this Master Plan provides City leadership with a disciplined framework for making those strategic investments, emphasizing fiscal responsibility, transparency, and long-term sustainability. By phasing actions over time, prioritizing what matters most, and regularly measuring progress, Independence can move forward in a targeted direction that will benefit its residents.

Ultimately, with sustained leadership, community partnerships, and strategic investment, Independence Parks and Recreation can ascend over the next five years from simply trying to maintain what exists to delivering a revitalized system that reflects the pride, potential, and future of the community it serves.



2025
City of Independence, MO
Parks and Recreation
Needs Assessment Survey
Findings Report

ETC INSTITUTE



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1 Executive Summary

2025 City of Independence Needs Assessment Survey Executive Summary

Overview

ETC Institute administered a needs assessment survey for the City of Independence during the Spring of 2025. This survey will be used to gather input to help determine amenities, facilities, programs, activities, parks, and recreation priorities in our community.

Methodology

ETC Institute mailed a survey packet to a random sample of households in Independence. Each survey packet contained a cover letter, a copy of the survey, and a postage-paid return envelope. Residents who received the survey were given the option of returning the survey by mail or completing it online at independence.communitysurvey.us.

After the surveys were mailed, ETC Institute followed up with residents to encourage participation. To prevent people who were not residents of Independence from participating, everyone who completed the survey online was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered online with the addresses that were originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not included in the final database for this report.

The goal was to collect a minimum of 800 surveys from residents. The goal was met with 802 surveys collected. The overall results for the sample of 802 surveys has a precision of at least +/- 3.5 at the 95% level of confidence.

This report contains the following:

- Charts showing the overall results of the survey (Section 2)
- Priority Investment Rating (PIR) identifies priorities for facilities, amenities, programs, and activities (Section 3)
- Benchmarks comparing data from Independence to national averages (Section 4)
- Importance-Satisfaction analysis that sets priorities for City services (Section 5)
- Tabular data showing the overall results for all questions on the survey (Section 6)
- Survey instrument (Section 7)

The major findings of the survey are summarized in the following pages.

Major Findings

Use of Facilities. Eighty-two percent (82%) of respondents report visiting Independence parks and/or recreation facilities during the past 12 months. Most respondents (61%) rated those facilities as either “excellent” (10%) or “good” (51%).

Barriers to Facility Use. Respondents were asked to indicate all of the reasons that prevent them and members of their household from visiting Independence parks and recreation facilities more often. The top three barriers were they do not feel safe using parks/facilities (40%), lack of features they want to use (27%), and use of other City, State, private facilities (25%).

Program Participation. Thirty-five percent (35%) of respondents report participating in programs or events offered by Independence Parks and Recreation in the past 12 months. Most respondents (77%) rated these programs or events as either “excellent” (22%) or “good” (55%).

Barriers to Participation. Respondents were asked to identify why they do not participate in these programs or events more often. The top three barriers to participation they indicated were that they don’t know what is offered (61%), too busy/not interested (20%), lack of quality programs (11%).

Communication Methods. The three ways respondents most often learn about Independence’s parks and recreation facilities, programs, and events are social media (71%), city website (41%), and neighborhood mailer (40%). The three ways they would most prefer are social media (66%), neighborhood mailer (35%), and emails from the department (34%).

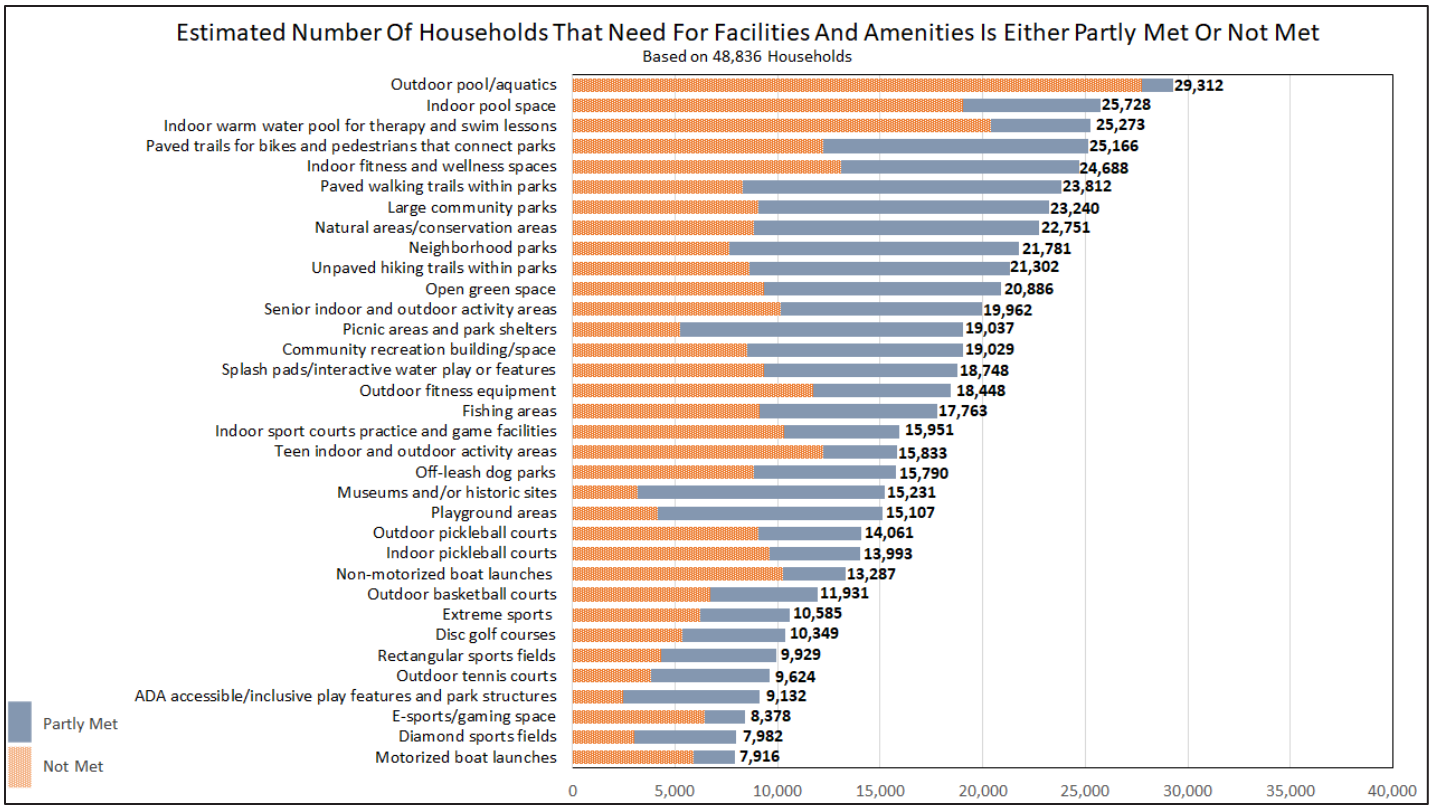
Recreation Facilities/Amenities Needs and Priorities

Amenity/Facility Needs: Respondents were asked to identify if their household had a need for 34 facilities/amenities and to rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest “unmet” need for various facilities/amenities.

The three amenities/facilities with the highest percentage of households that have an unmet need:

1. Outdoor pool/aquatics
2. Indoor pool space
3. Indoor warm water pool for therapy and swim lessons

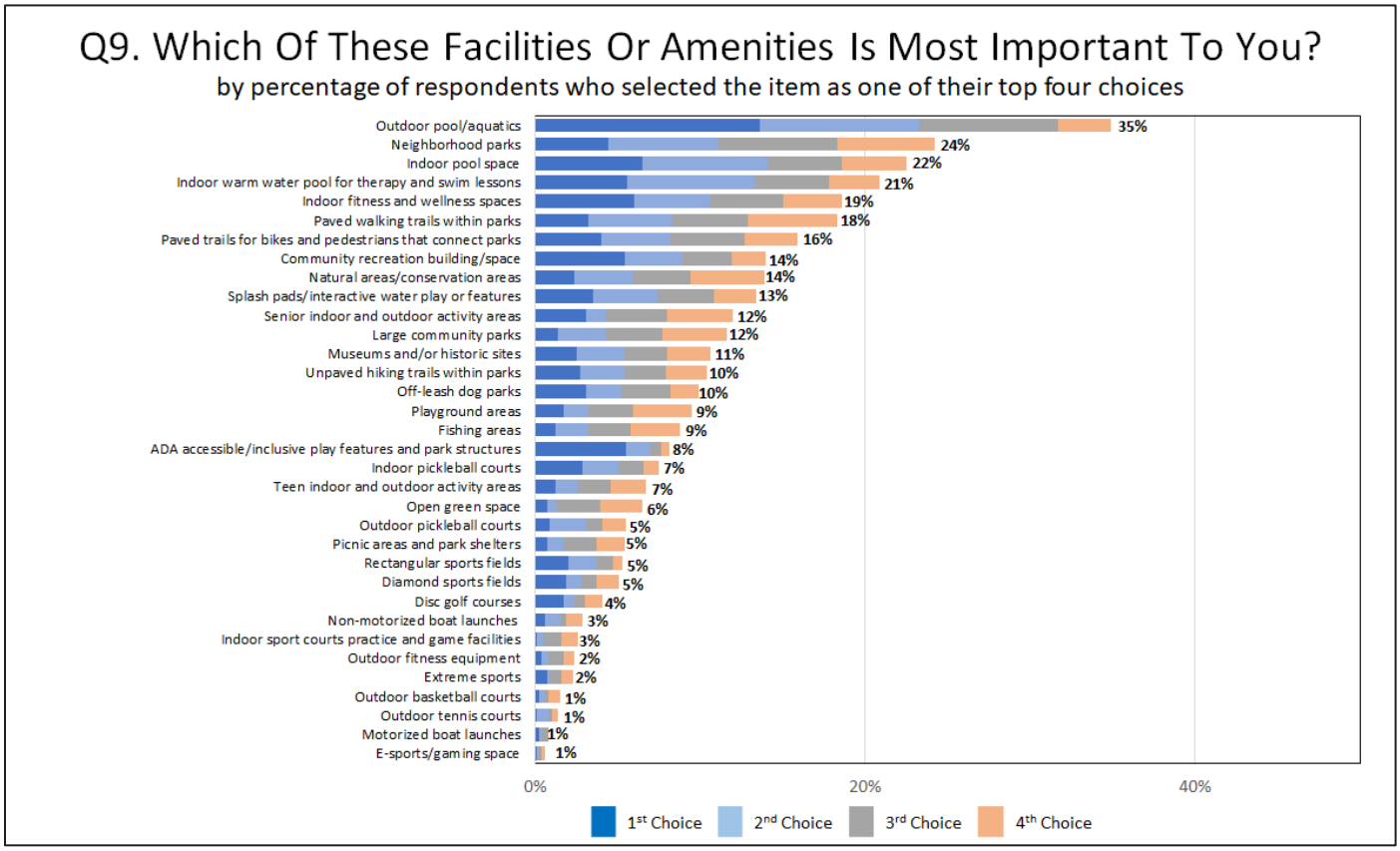
The number of households that have unmet needs for each of the 34 facilities/amenities assessed is shown in the chart below.



Amenities/Facilities Importance: In addition to assessing the needs for each amenity/facility, ETC Institute also assessed the importance that residence placed on each item. Based on the sum of respondents top four choices, these were the four amenities/facilities ranked most important to residents:

1. Outdoor pool/aquatics
2. Neighborhood parks
3. Indoor pool space
4. Indoor warm water pool for therapy and swim lessons

The percentage of residents who selected each amenity/facility as one of their top four choices is shown in the chart on the following page.

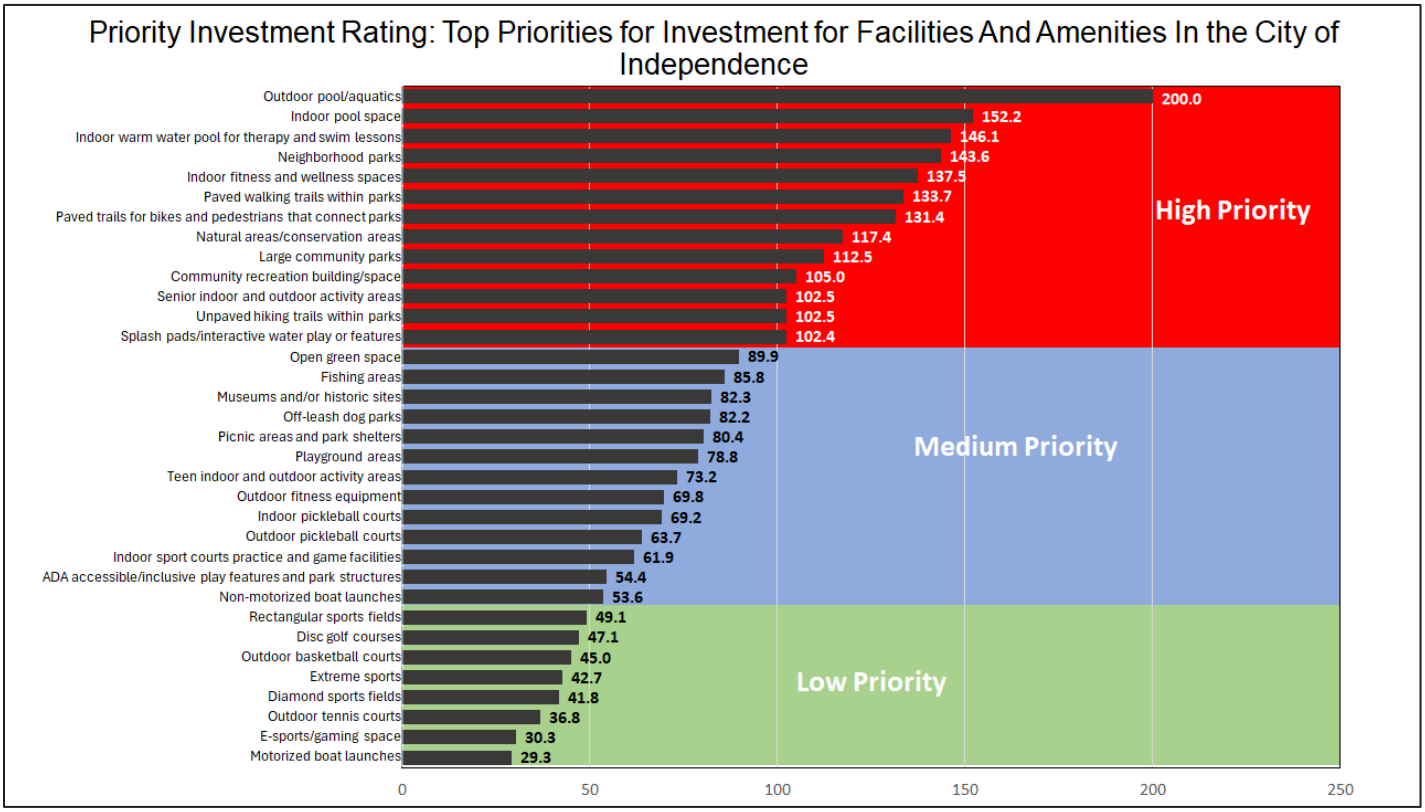


Priorities for Facility Investments: The **Priority Investment Rating (PIR)** was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed in recreation and parks investments. The Priority Investment Rating (PIR) equally weighs (1) the importance that residents place on amenities/facilities and (2) how many residents have unmet need for the amenity/facility. [Details regarding the methodology for this analysis are provided in Section 3 of this report.]

Based on the Priority Investment Rating (PIR), the following amenities/facilities were rated as high priorities for investments:

- Outdoor pool/aquatics (PIR=200)
- Indoor pool space (PIR=152.2)
- Indoor warm water pool for therapy and swim lessons (PIR=146.1)
- Neighborhood parks (PIR=143.6)
- Indoor fitness and wellness spaces (PIR=137.5)
- Paved walking trails within parks (PIR=133.7)
- Paved trails for bikes and pedestrians that connect parks (PIR=131.4)
- Natural areas/conservation areas (PIR=117.4)
- Large community parks (PIR=112.5)
- Community recreation building/space (PIR=105)
- Senior indoor and outdoor activity areas (PIR=102.5)
- Unpaved hiking trails within parks (PIR=102.5)
- Splash pads/interactive water play or features (PIR=102.5)

The chart below shows the Priority Investment Rating for each of the 34 amenities/facilities assessed on the survey.



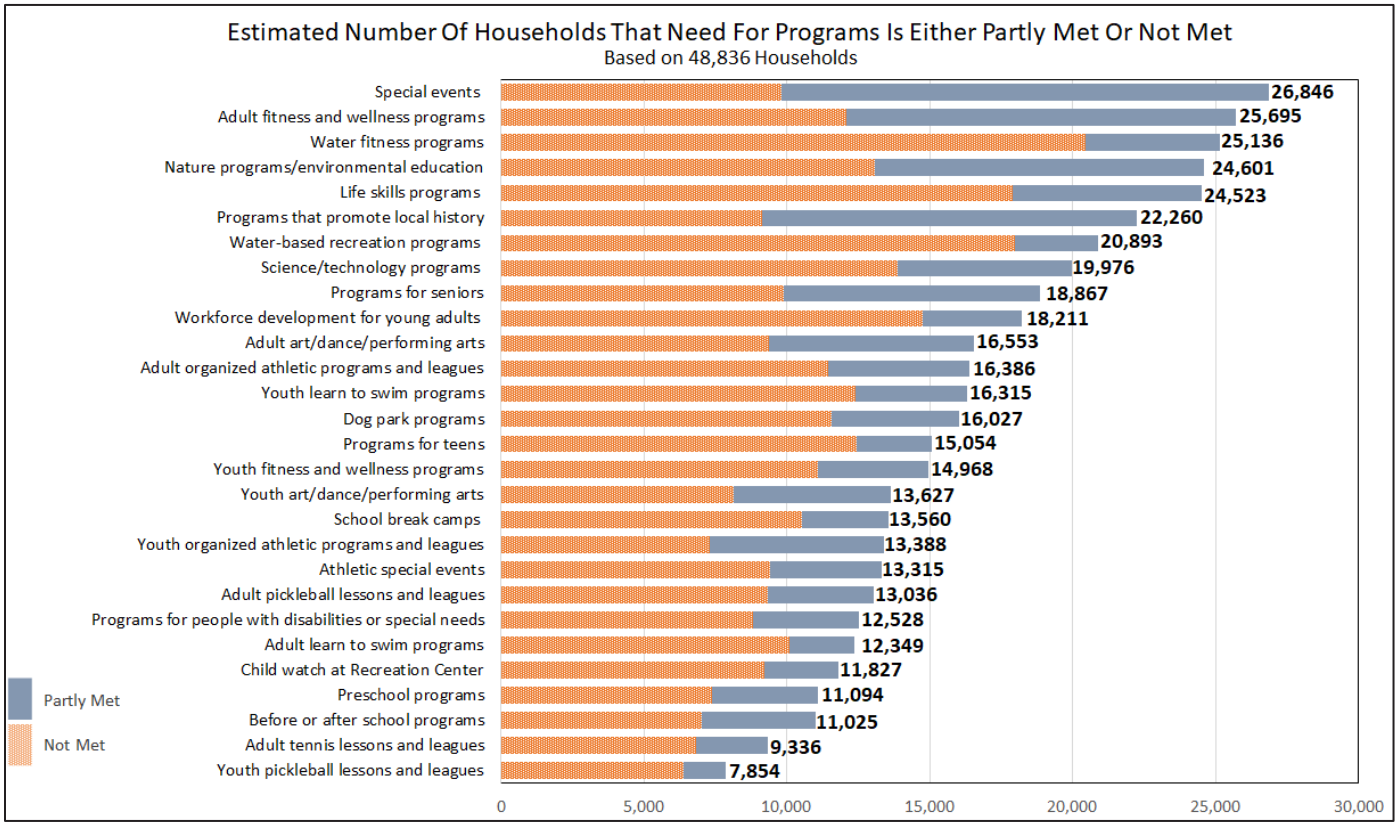
Recreation Program/Activity Needs and Priorities

Program Needs: Respondents were asked to identify if their household had a need for 28 recreation programs and activities and to rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest "unmet" need for various programs.

The three programs with the highest number of households that have an unmet need:

1. Special events
2. Adult fitness and wellness programs
3. Water fitness programs

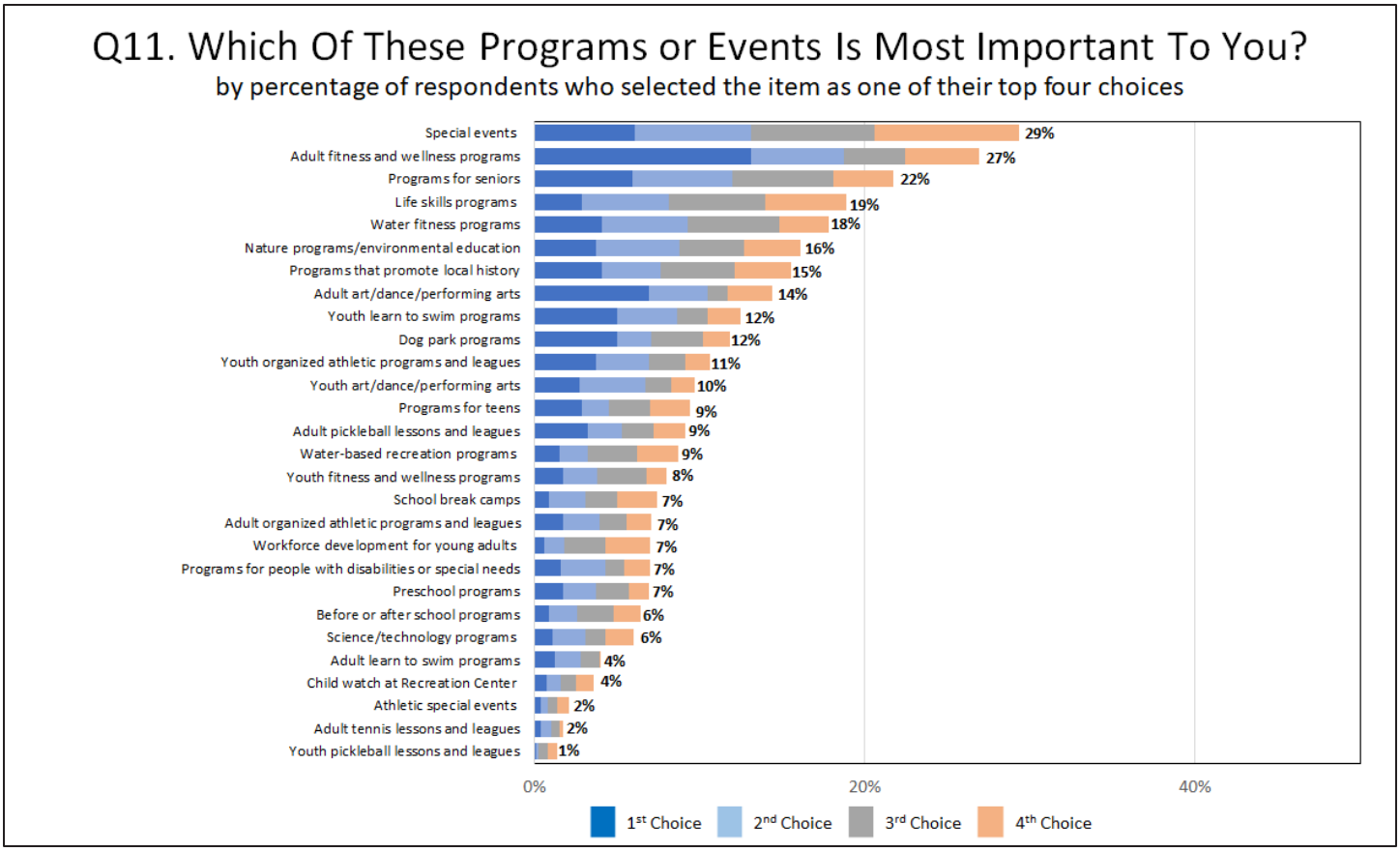
The estimated number of households that have unmet needs for each of the 28 programs assessed is shown in the chart below.



Programs Importance: In addition to assessing the needs for each program, ETC Institute also assessed the importance that residents placed on each item. Based on the sum of respondents' top four choices, these were the four programs ranked most important to residents:

1. Special events
2. Adult fitness and wellness programs
3. Programs for seniors
4. Life skill programs

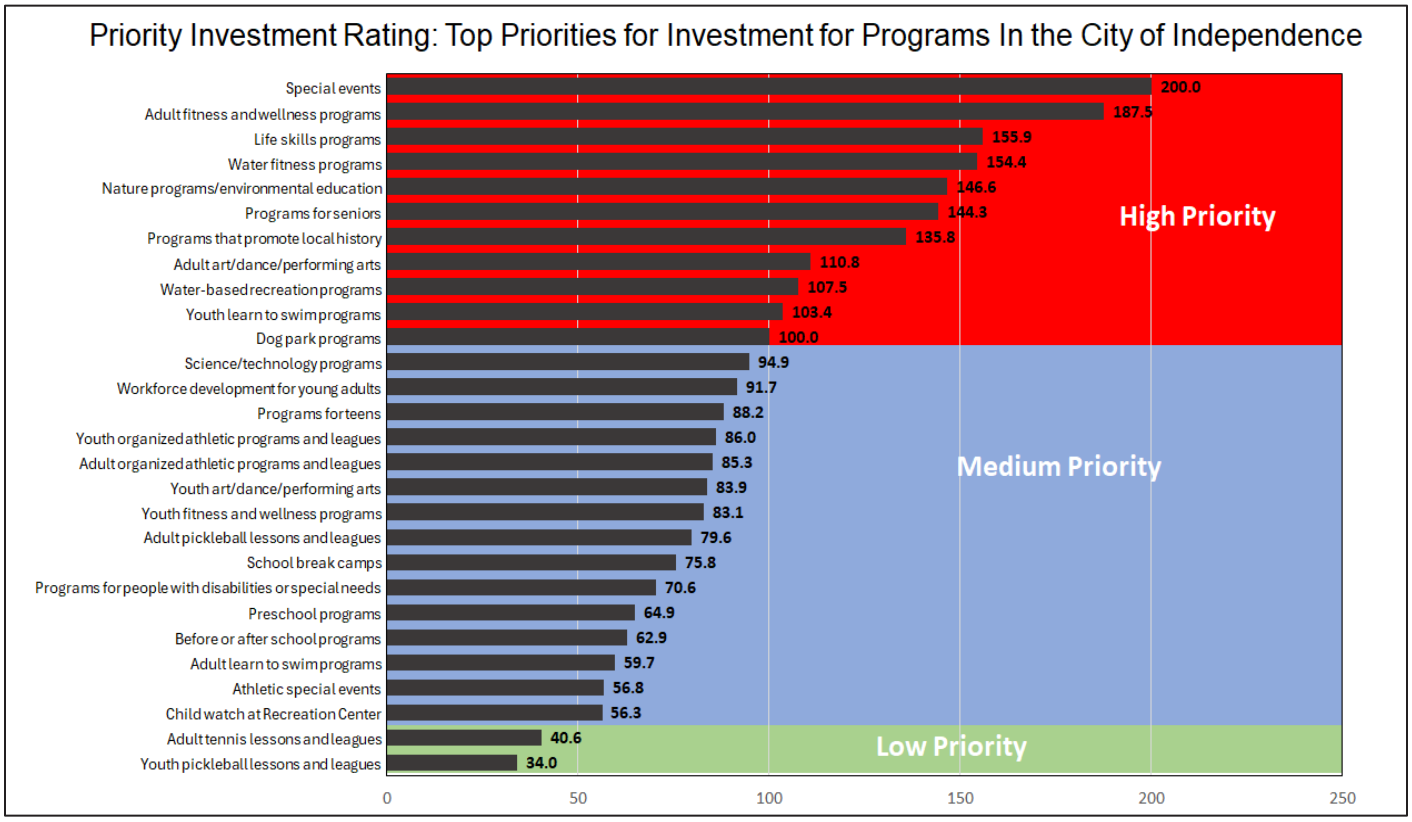
The percentage of residents who selected each program as one of their top four choices is shown in the chart below.



Based the Priority Investment Rating (PIR), the following activities/programs were rated as high priorities for investment:

- Special events (PIR=200)
- Adult fitness and wellness programs (PIR=187.5)
- Life skill programs (PIR=155.9)
- Water fitness programs (PIR=154.4)
- Nature programs/environmental education (PIR=146.6)
- Programs for seniors (PIR=144.3)
- Programs that promote local history (PIR=135.8)
- Adult art/dance/performing arts (PIR=110.8)
- Water-based recreation programs (PIR=107.5)
- Youth learn to swim programs (PIR=103.4)
- Dog park programs (PIR=100)

The chart below shows the Priority Investment Rating for each of the 28 programs assessed on the survey.

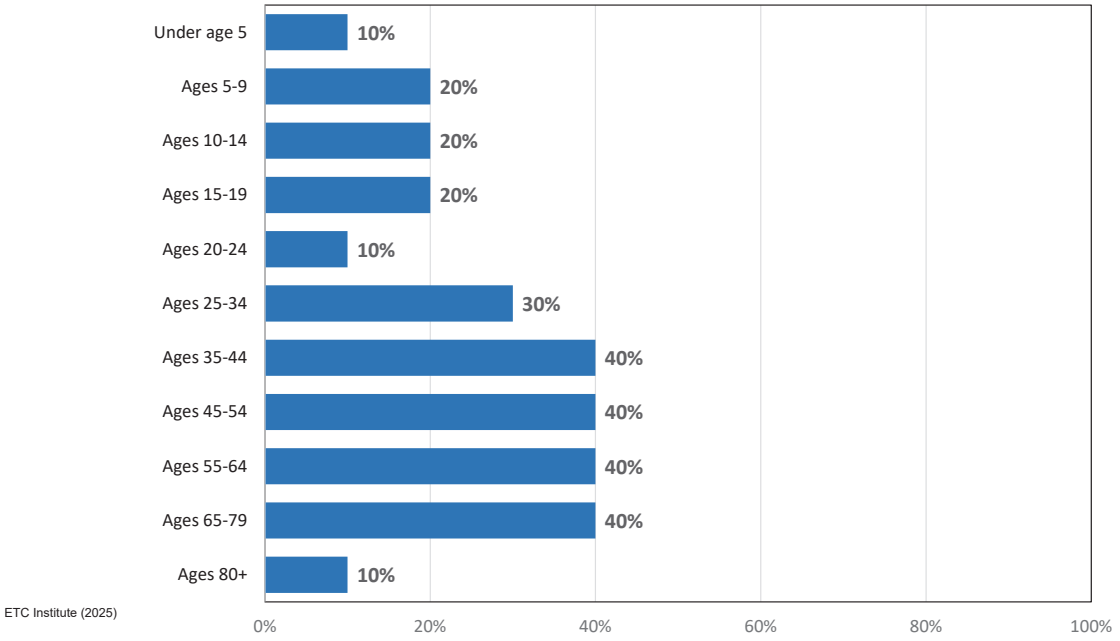




2 Charts and Graphs

Q1. Counting yourself, how many people in your household are...

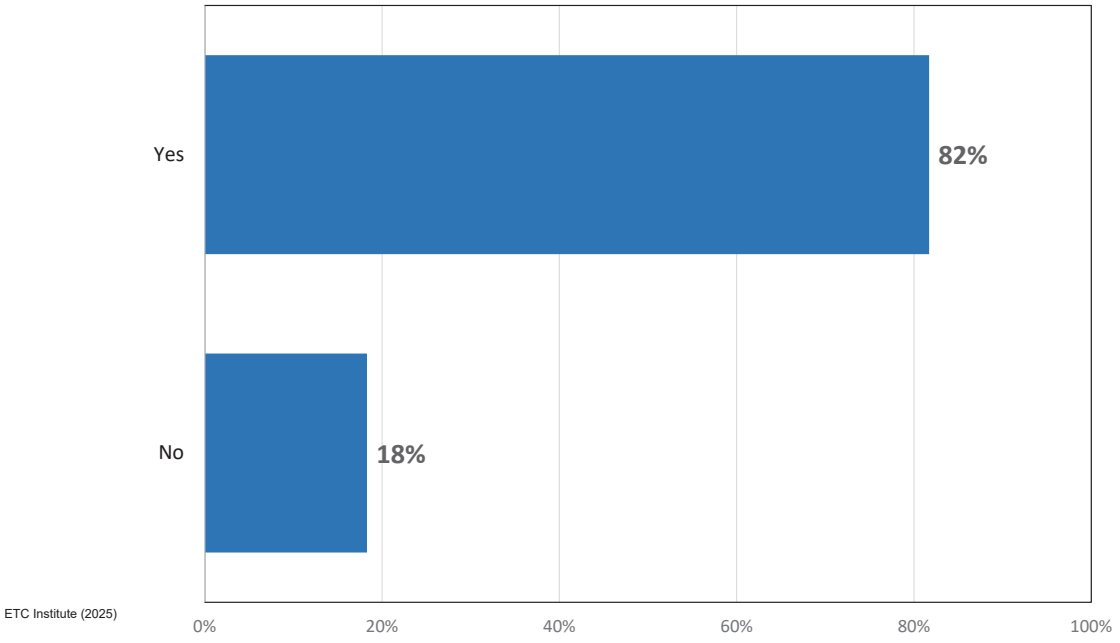
by percentage of respondents



ETC Institute (2025)

Q2. Have you or any members of your household visited any parks or recreation facilities offered by the City of Independence in the last year?

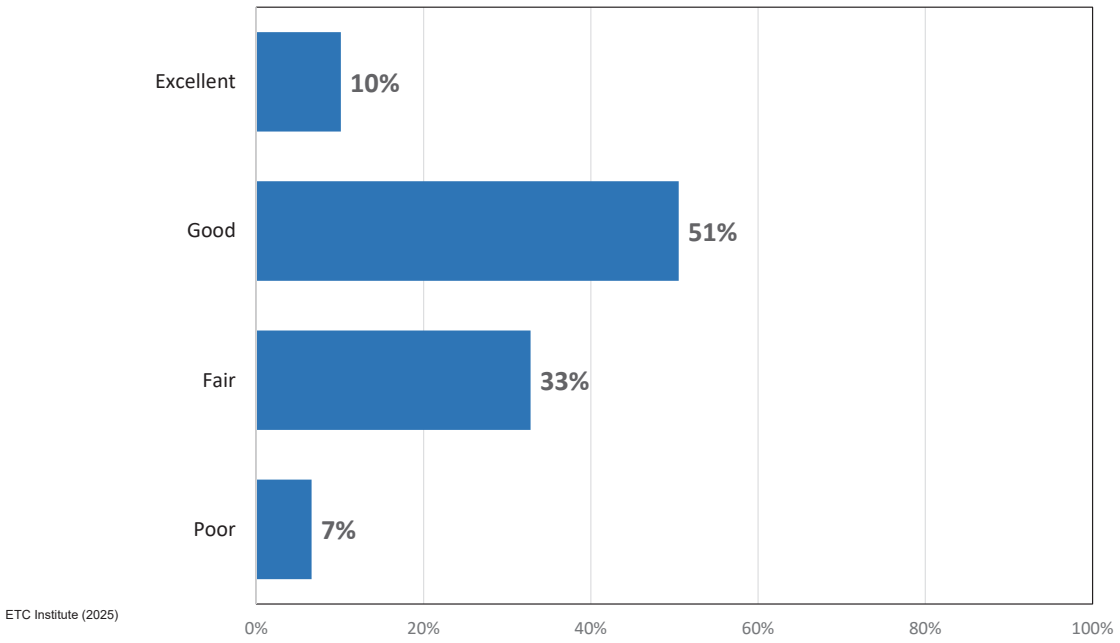
by percentage of respondents



ETC Institute (2025)

Q2a. Overall quality of the parks and recreation facilities you have visited.

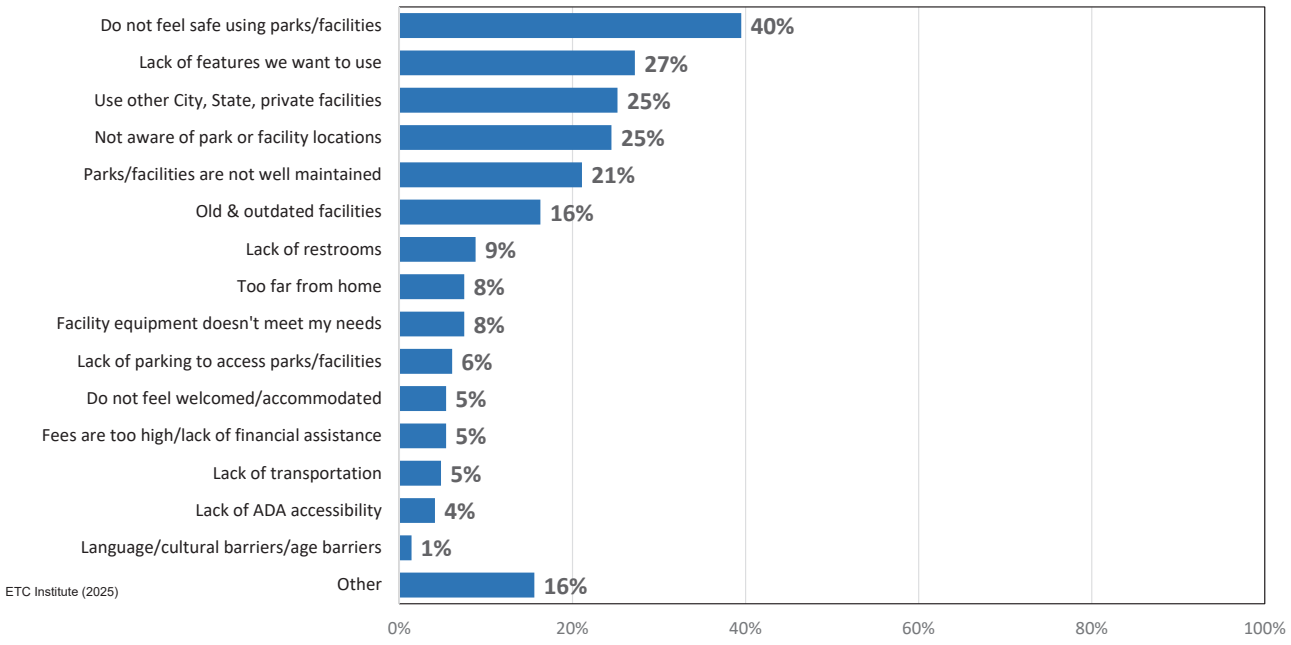
by percentage of respondents (excluding “not provided”)



ETC Institute (2025)

Q2b. If your household has NOT visited any parks and recreation facilities in the last year, please CHECK ALL the following reasons why you did NOT visit.

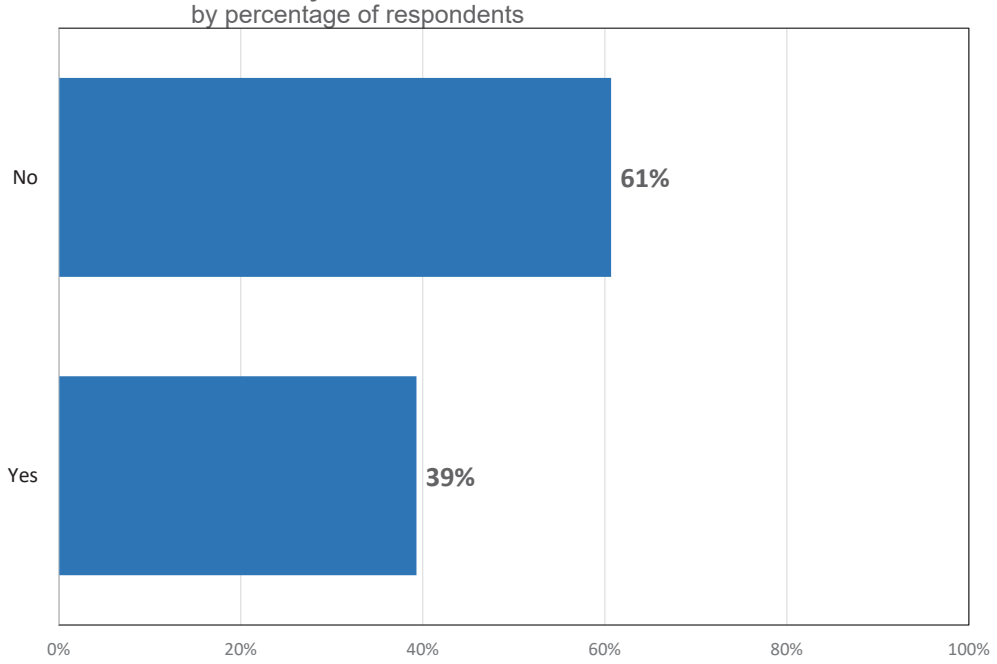
by percentage of respondents



ETC Institute (2025)

Q3. Have you or any members of your household visited any City-owned museums and attractions in the City of Independence in the last year?

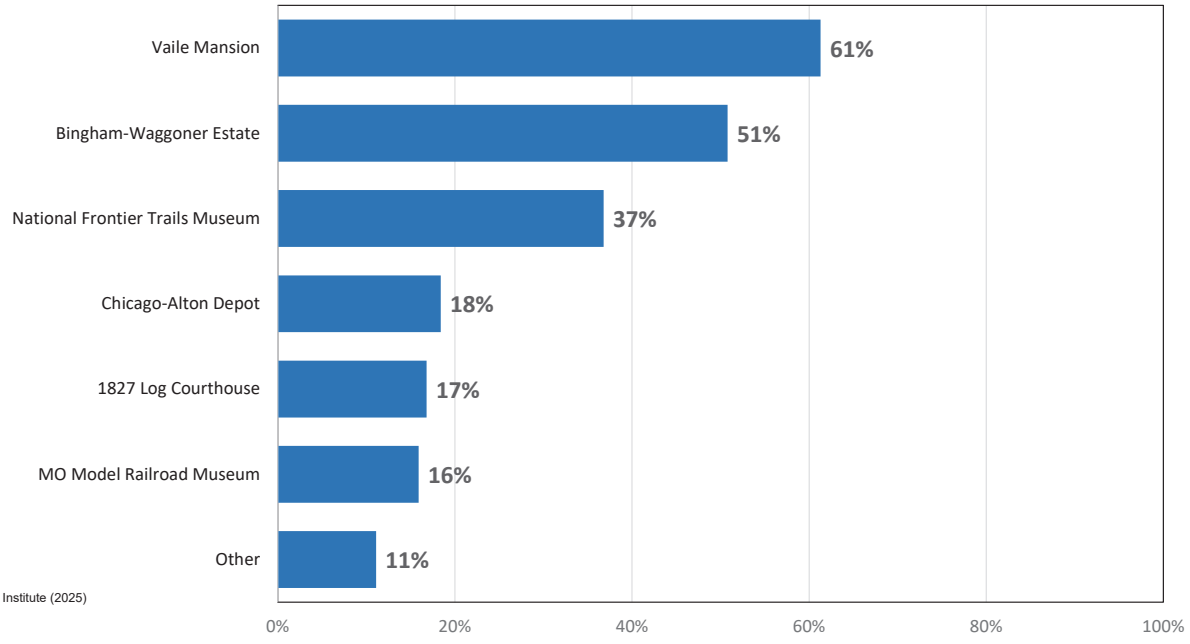
by percentage of respondents



ETC Institute (2025)

Q3a. Please CHECK ALL the City-owned museums and attractions you or members of your household have visited.

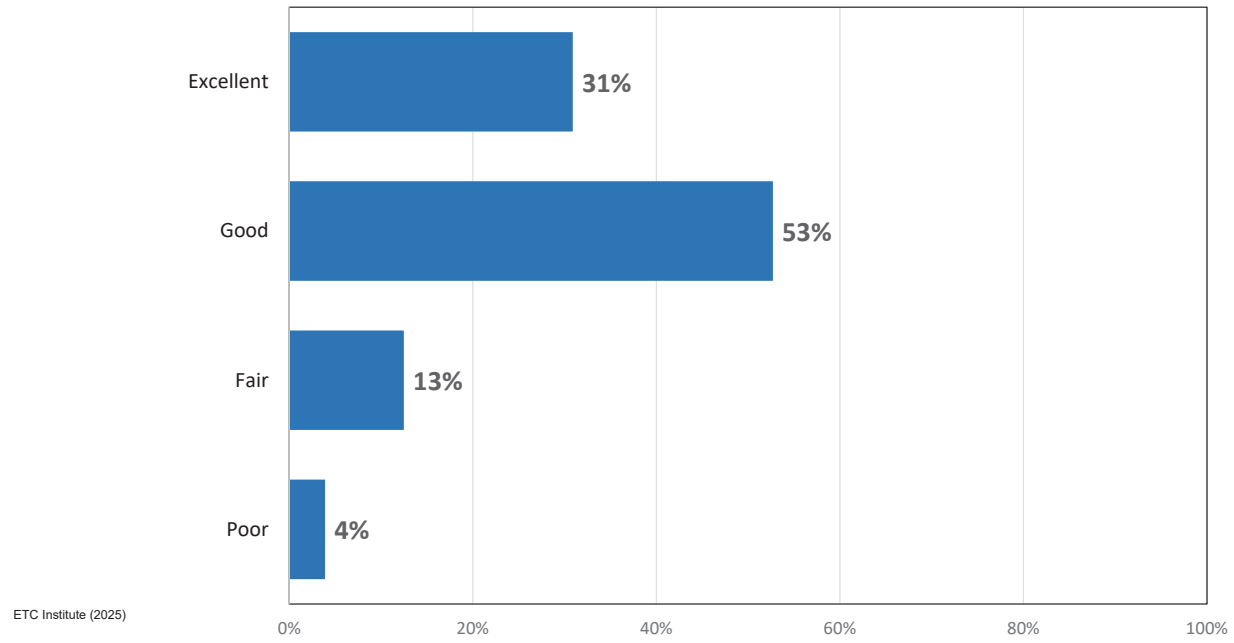
by percentage of respondents



ETC Institute (2025)

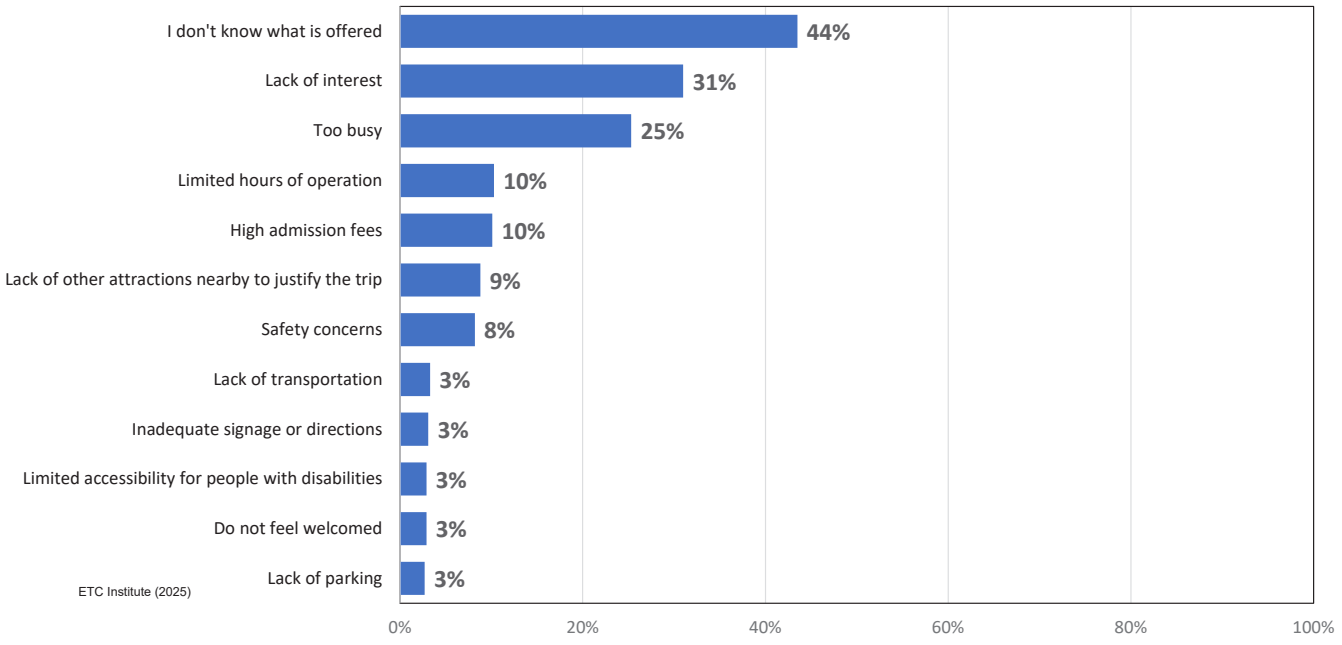
Q3b. Overall quality of the historic sites you have visited.

by percentage of respondents (excluding “not provided”)



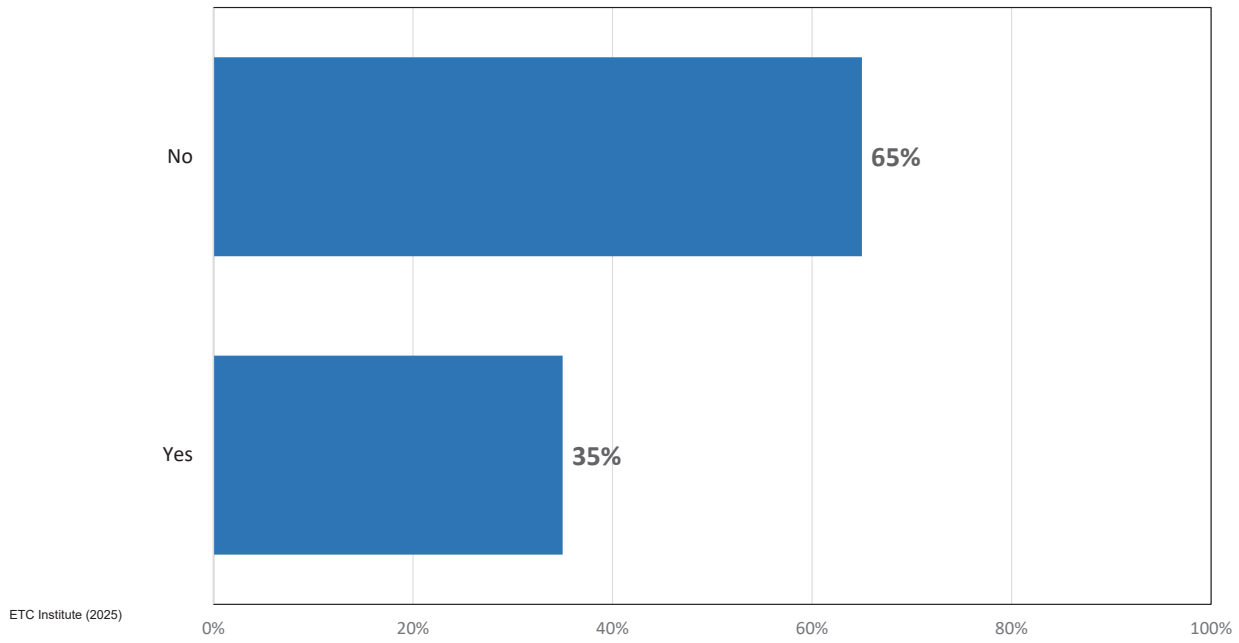
Q3c. If your household has NOT visited any of the City-owned museums and attractions in the last year, please CHECK ALL of the following reasons why you did NOT visit.

by percentage of respondents



Q4. Have you or any members of your household participated in any parks and recreation programs or events offered in the past year?

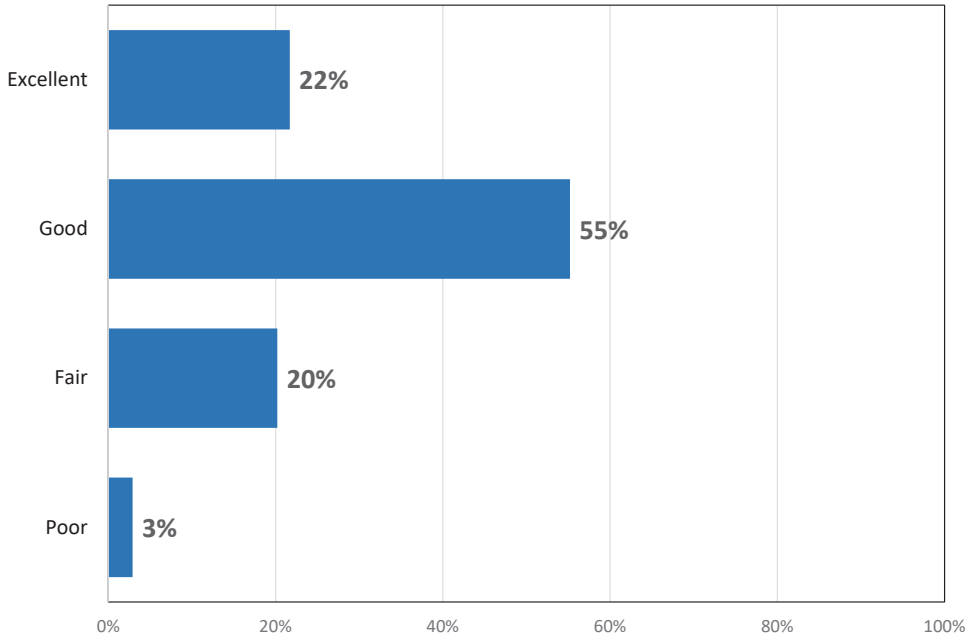
by percentage of respondents



ETC Institute (2025)

Q4a. Overall quality of the programs or events you have participated in.

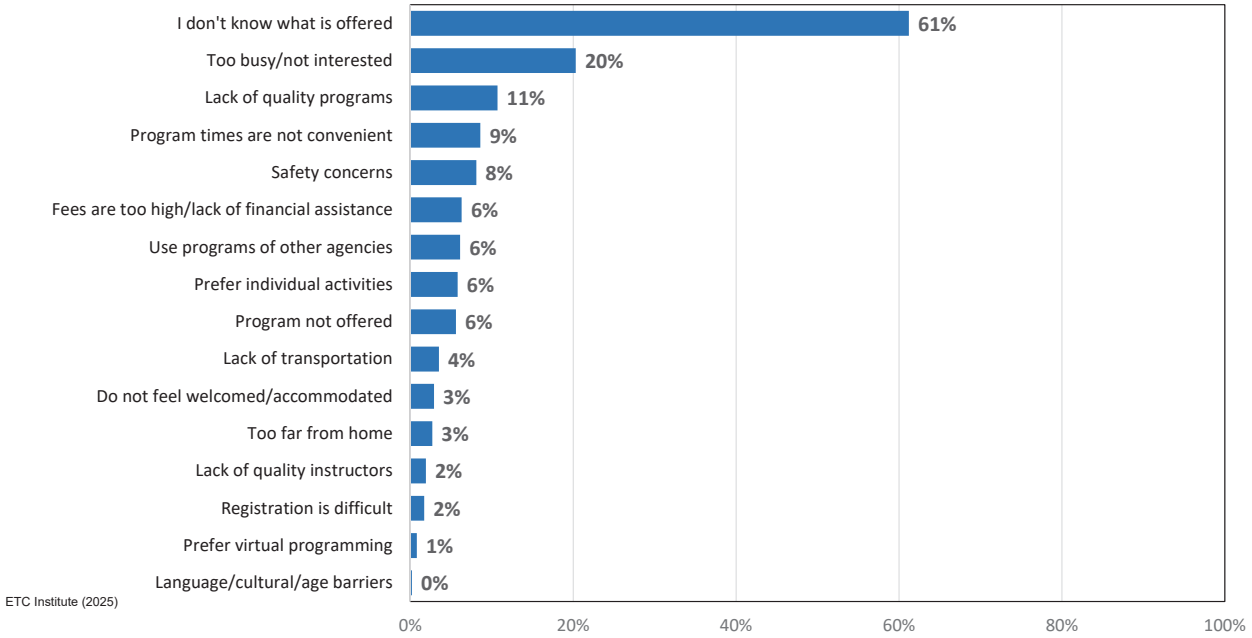
by percentage of respondents (excluding “not provided”)



ETC Institute (2025)

Q4b. If your household has NOT participated in any parks and recreation programs or events during the past year, please CHECK ALL the following reasons why you have NOT participated.

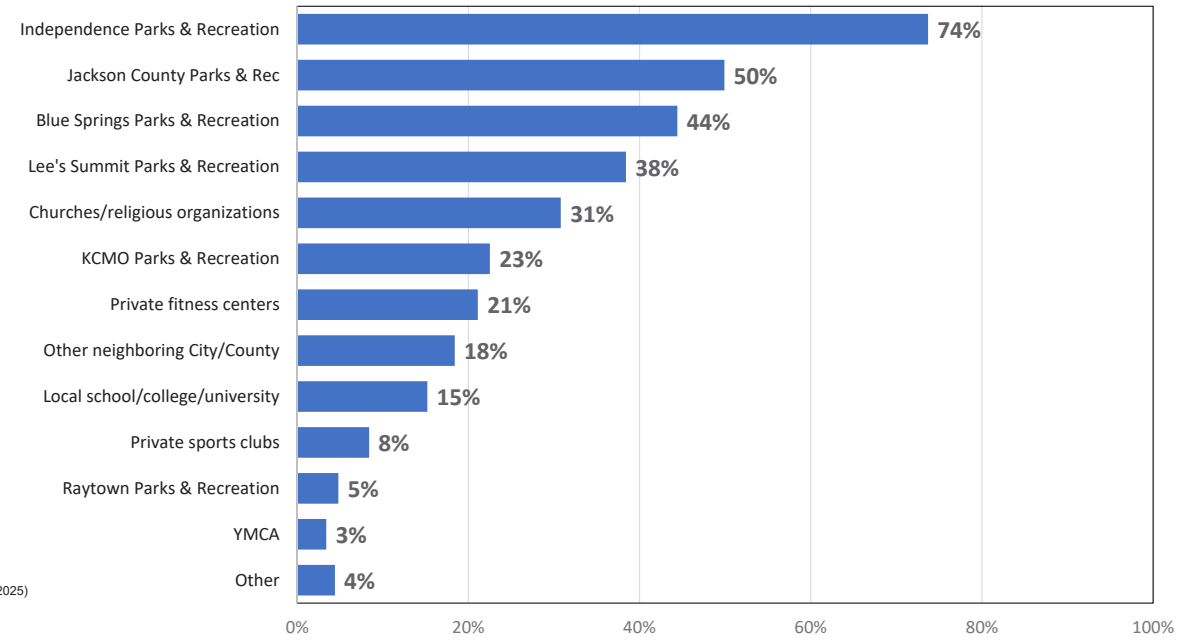
by percentage of respondents (excluding "not provided")



ETC Institute (2025)

Q5. Please CHECK ALL of the providers listed below that you or members of your household use for parks, recreation facilities, historic sites, recreation programs, or events.

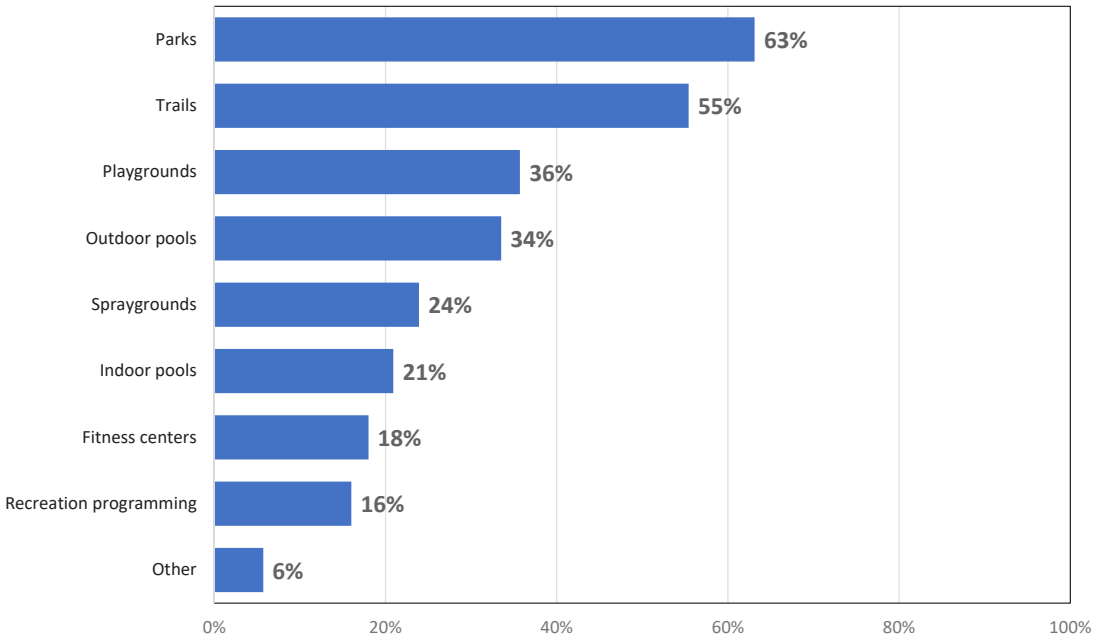
by percentage of respondents



ETC Institute (2025)

Q5a. Please CHECK ALL of the parks and recreation activities or amenities you take part in that are OUTSIDE of Independence.

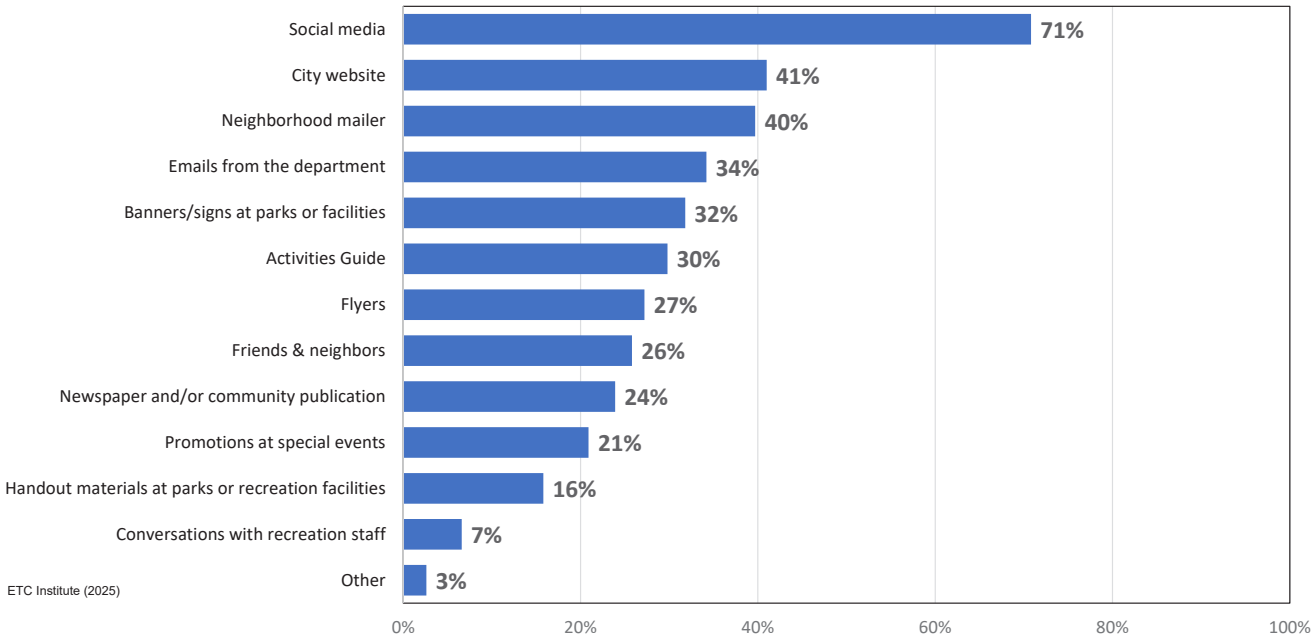
by percentage of respondents



ETC Institute (2025)

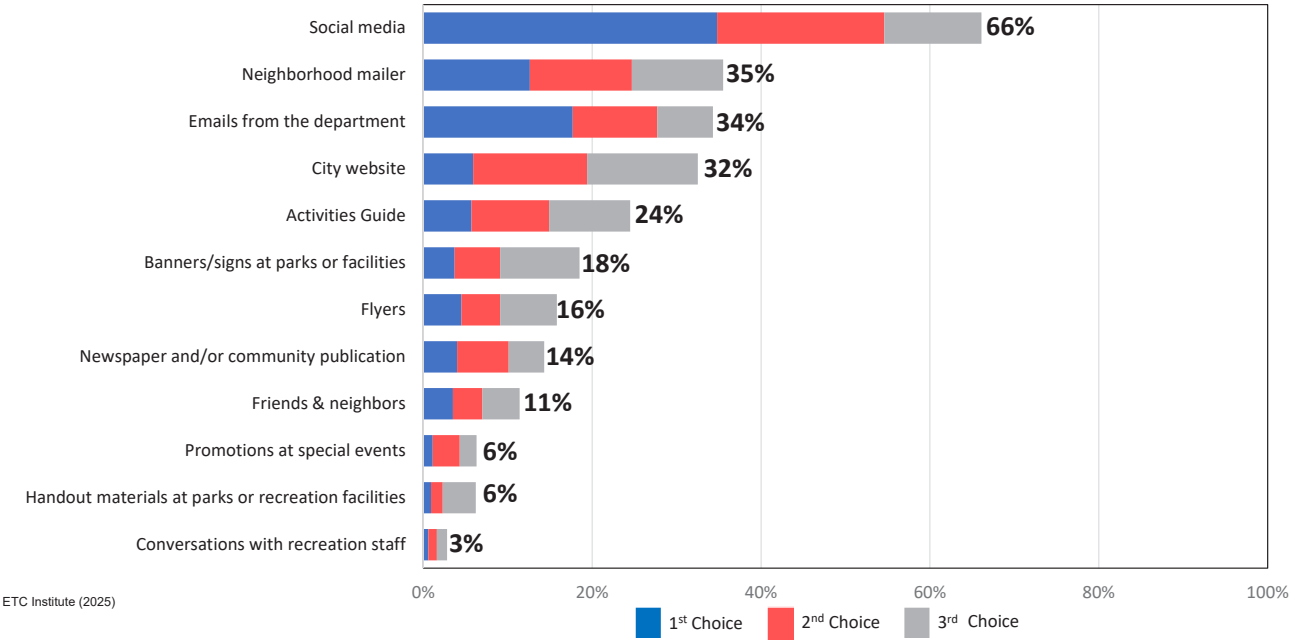
Q6. Please CHECK ALL the ways you currently learn or would like to learn about the Parks and Recreation Department programs, activities, and events.

by percentage of respondents



Q7. Most preferred ways to learn about the Parks and Recreation Department programs, activities, and events.

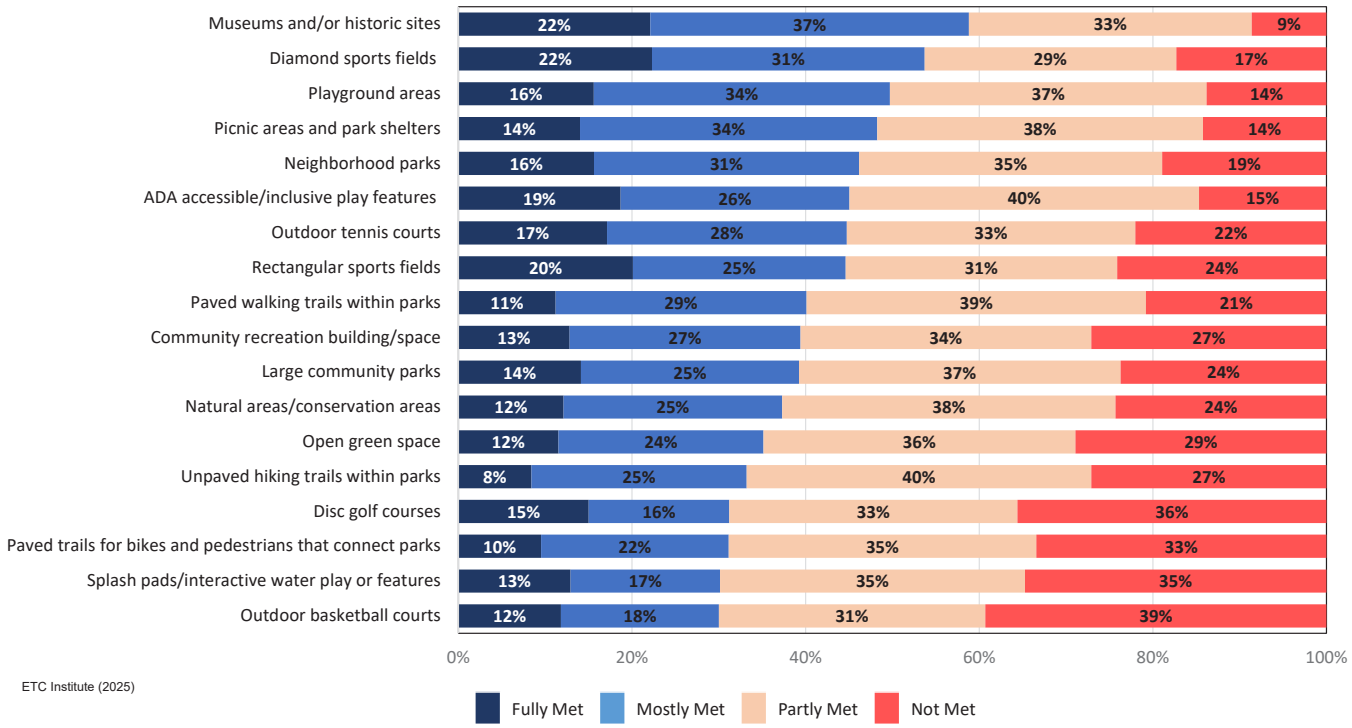
by percentage of respondents who selected the item as one of their top three choices



ETC Institute (2025)

Q8. How Well Your Needs Are Being Met For Each Of These Facilities Or Amenities

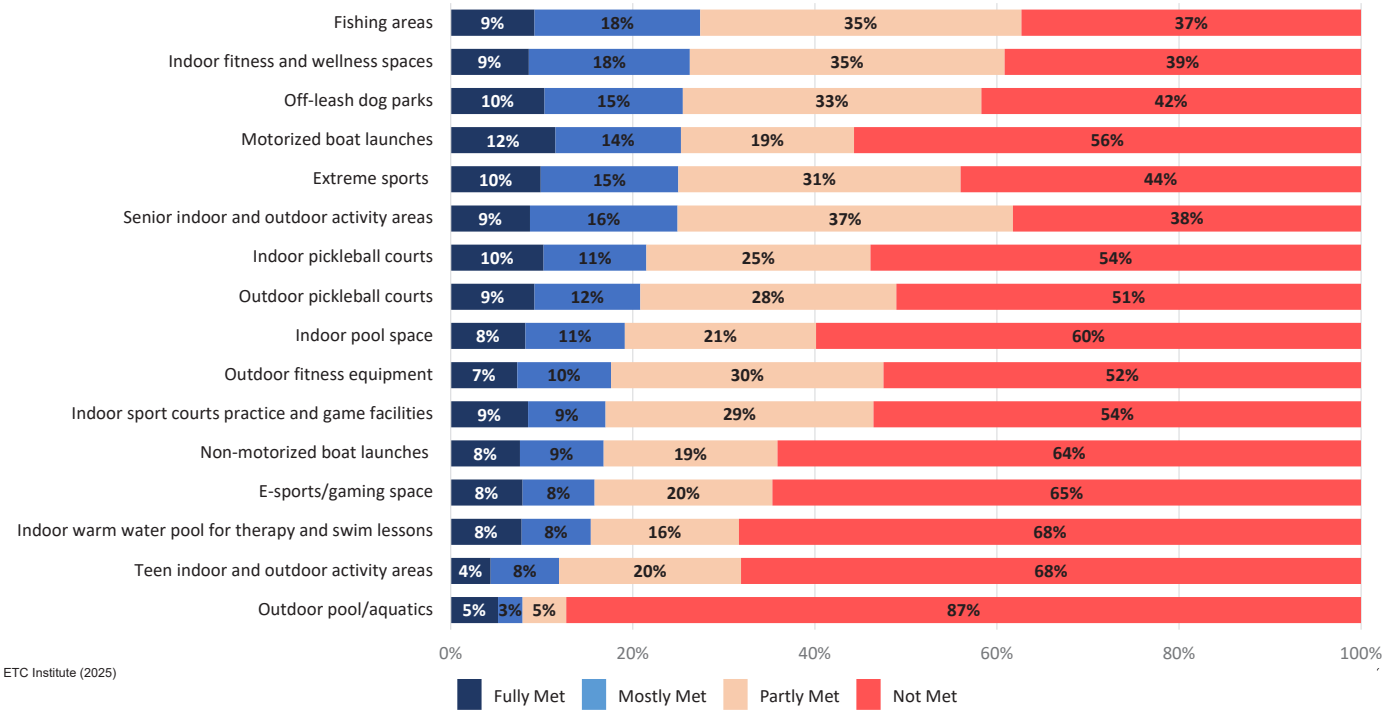
by percentage of respondents (excluding without "no need")



ETC Institute (2025)

Q8. How Well Your Needs Are Being Met For Each Of These Facilities Or Amenities: Cont.

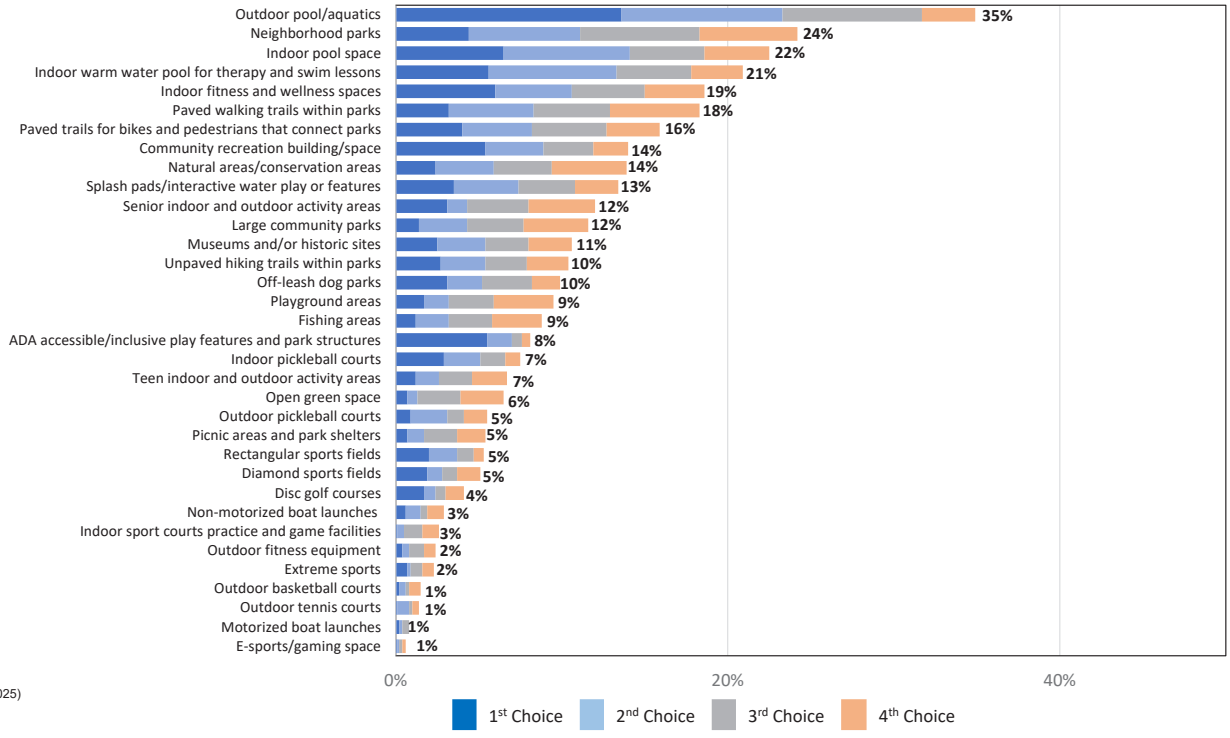
by percentage of respondents (excluding without "no need")



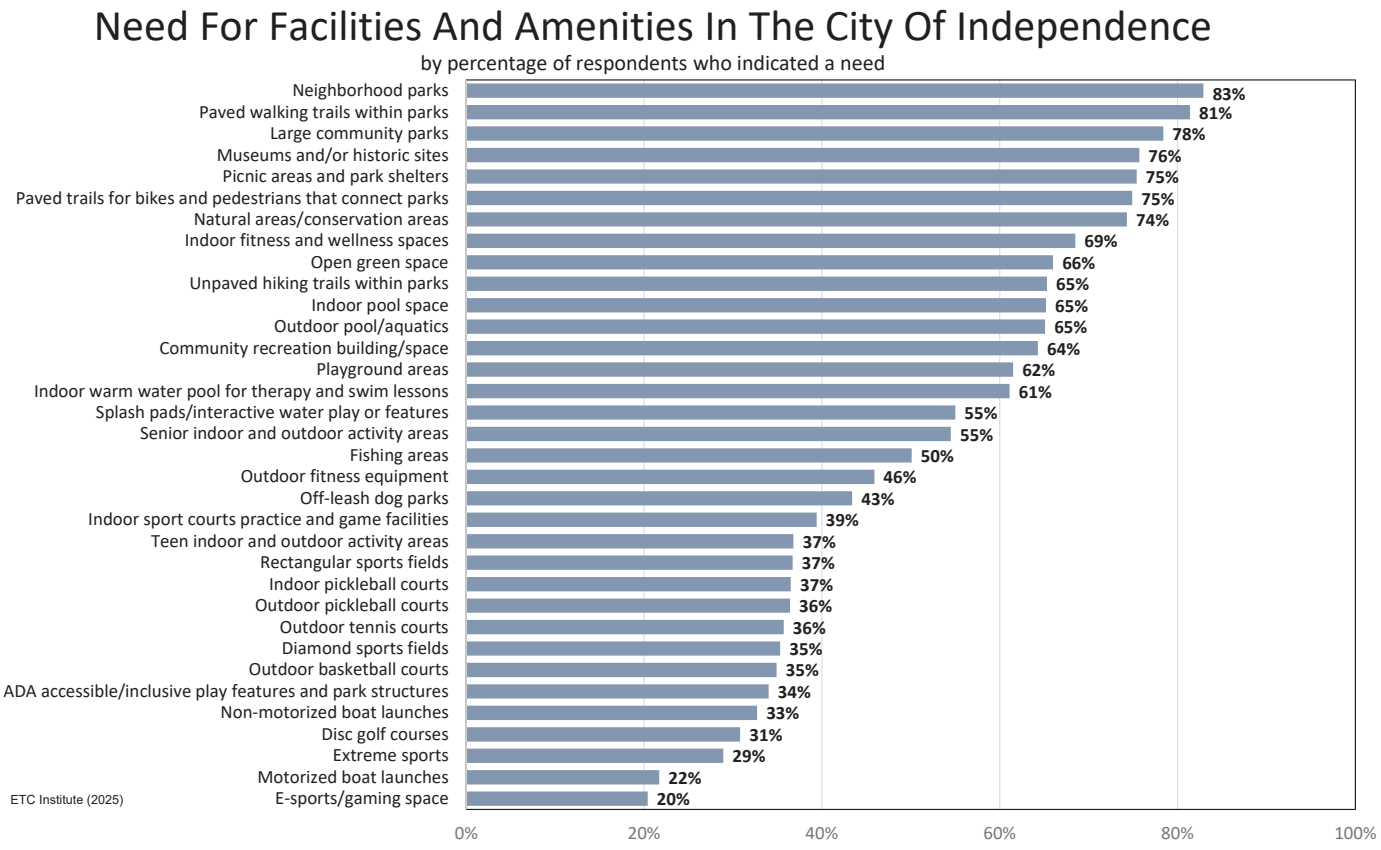
ETC Institute (2025)

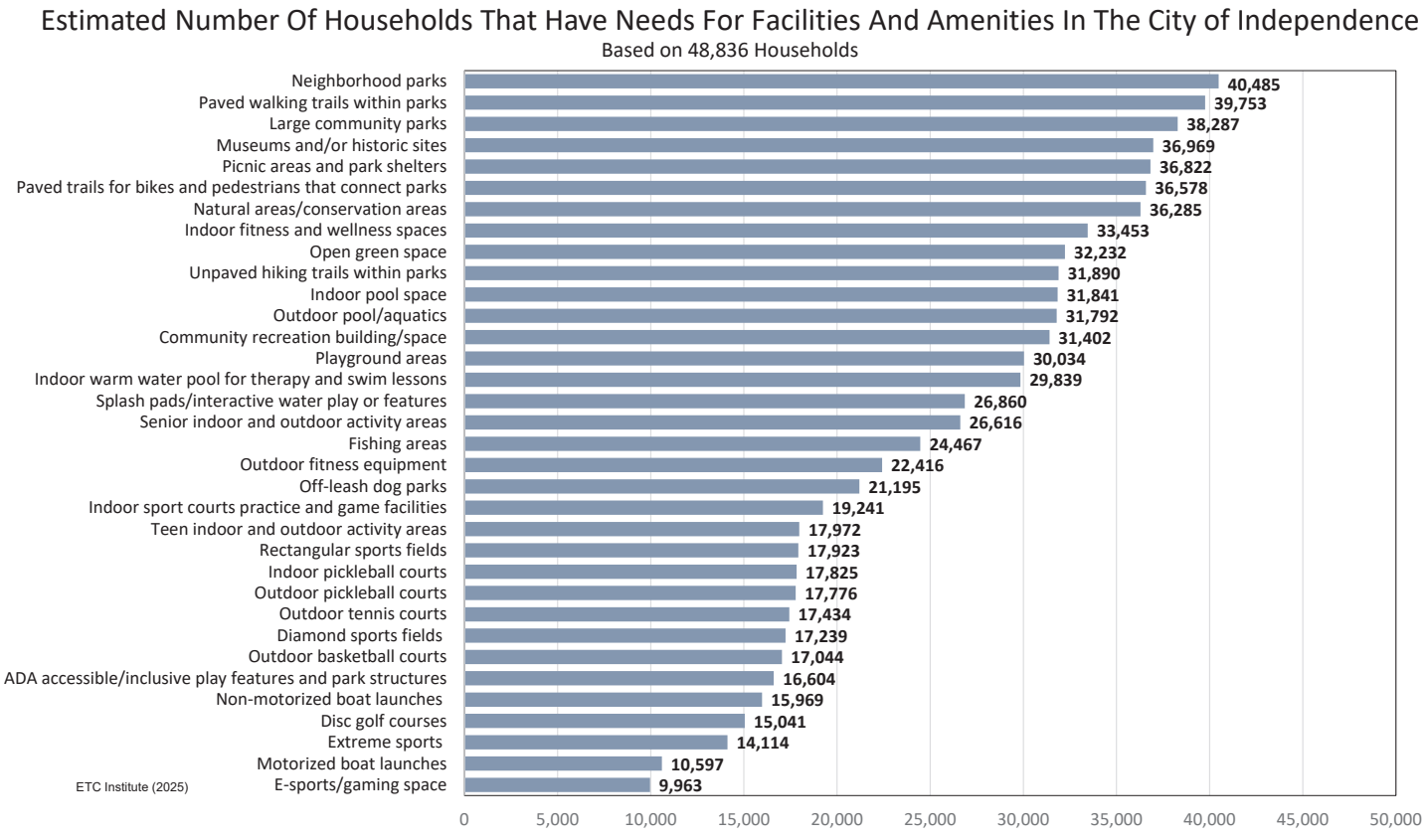
Q9. Which Of These Facilities Or Amenities Is Most Important To You?

by percentage of respondents who selected the item as one of their top four choices



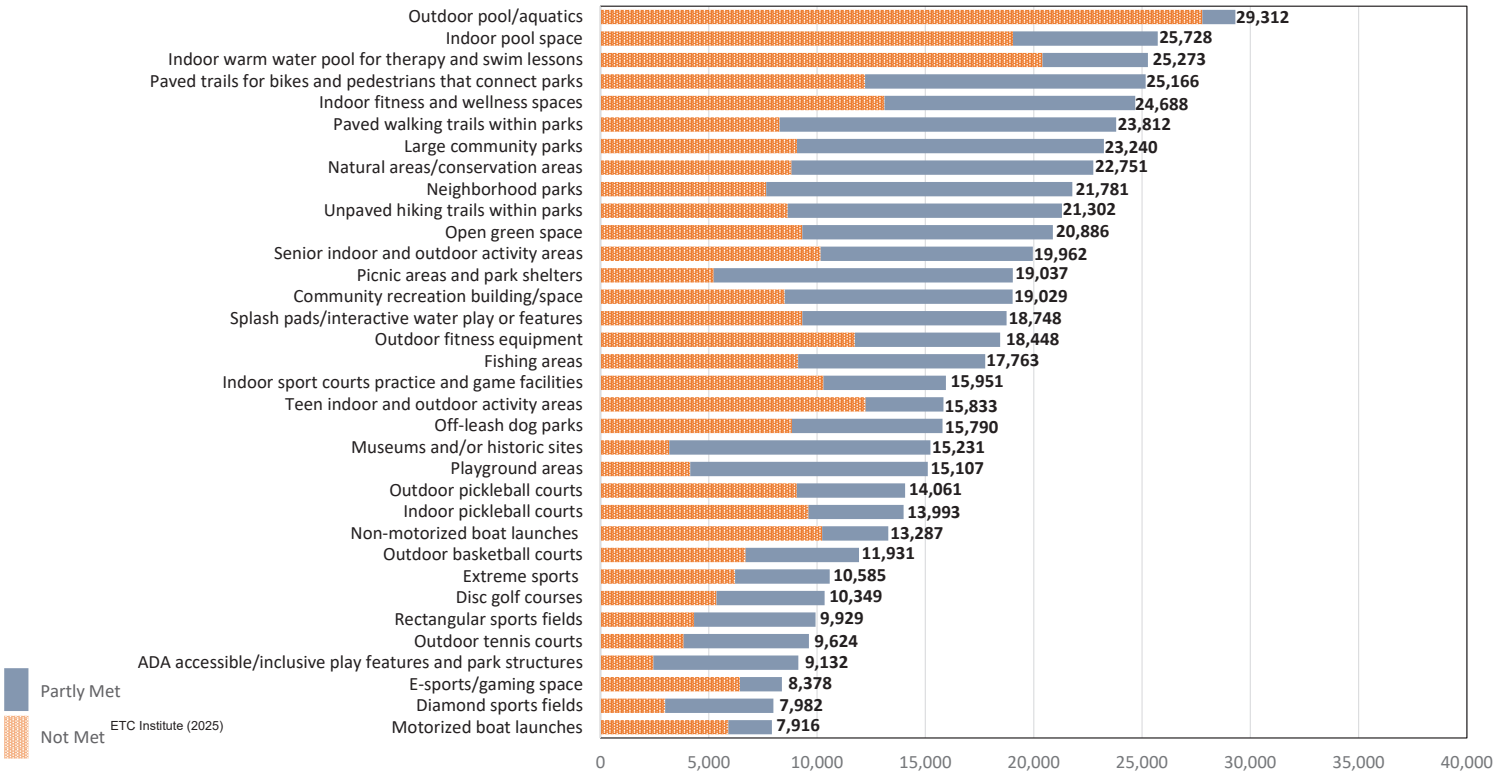
ETC Institute (2025)


Need For Facilities And Amenities In The City Of Independence
by percentage of respondents who indicated a need
Neighborhood parks 83%
Paved walking trails within parks 81%
Large community parks 78%
Museums and/or historic sites 76%
Picnic areas and park shelters 75%
Paved trails for bikes and pedestrians that connect parks 75%
Natural areas/conservation areas 74%
Indoor fitness and wellness spaces 69%
Open green space 66%
Unpaved hiking trails within parks 65%
Indoor pool space 65%
Outdoor pool/aquatics 65%
Community recreation building/space 64%
Playground areas 62%
Indoor warm water pool for therapy and swim lessons 61%
Splash pads/interactive water play or features 55%
Senior indoor and outdoor activity areas 55%
Fishing areas 50%
Outdoor fitness equipment 46%
Off-leash dog parks 43%
Indoor sport courts practice and game facilities 39%
Teen indoor and outdoor activity areas 37%
Rectangular sports fields 37%
Indoor pickleball courts 37%
Outdoor pickleball courts 36%
Outdoor tennis courts 36%
Diamond sports fields 35%
Outdoor basketball courts 35%
ADA accessible/inclusive play features and park structures 34%
Non-motorized boat launches 33%
Disc golf courses 31%
Extreme sports 29%
Motorized boat launches 22%
E-sports/gaming space 20%
ETC Institute (2025)
0%
20%
40%
60%
80%
100%


Estimated Number Of Households That Have Needs For Facilities And Amenities In The City of Independence
Based on 48,836 Households
Neighborhood parks 40,485
Paved walking trails within parks 39,753
Large community parks 38,287
Museums and/or historic sites 36,969
Picnic areas and park shelters 36,822
Paved trails for bikes and pedestrians that connect parks 36,578
Natural areas/conservation areas 36,285
Indoor fitness and wellness spaces 33,453
Open green space 32,232
Unpaved hiking trails within parks 31,890
Indoor pool space 31,841
Outdoor pool/aquatics 31,792
Community recreation building/space 31,402
Playground areas 30,034
Indoor warm water pool for therapy and swim lessons 29,839
Splash pads/interactive water play or features 26,860
Senior indoor and outdoor activity areas 26,616
Fishing areas 24,467
Outdoor fitness equipment 22,416
Off-leash dog parks 21,195
Indoor sport courts practice and game facilities 19,241
Teen indoor and outdoor activity areas 17,972
Rectangular sports fields 17,923
Indoor pickleball courts 17,825
Outdoor pickleball courts 17,776
Outdoor tennis courts 17,434
Diamond sports fields 17,239
Outdoor basketball courts 17,044
ADA accessible/inclusive play features and park structures 16,604
Non-motorized boat launches 15,969
Disc golf courses 15,041
Extreme sports 14,114
Motorized boat launches 10,597
E-sports/gaming space 9,963
ETC Institute (2025)
0
5,000
10,000
15,000
20,000
25,000
30,000
35,000
40,000
45,000
50,000

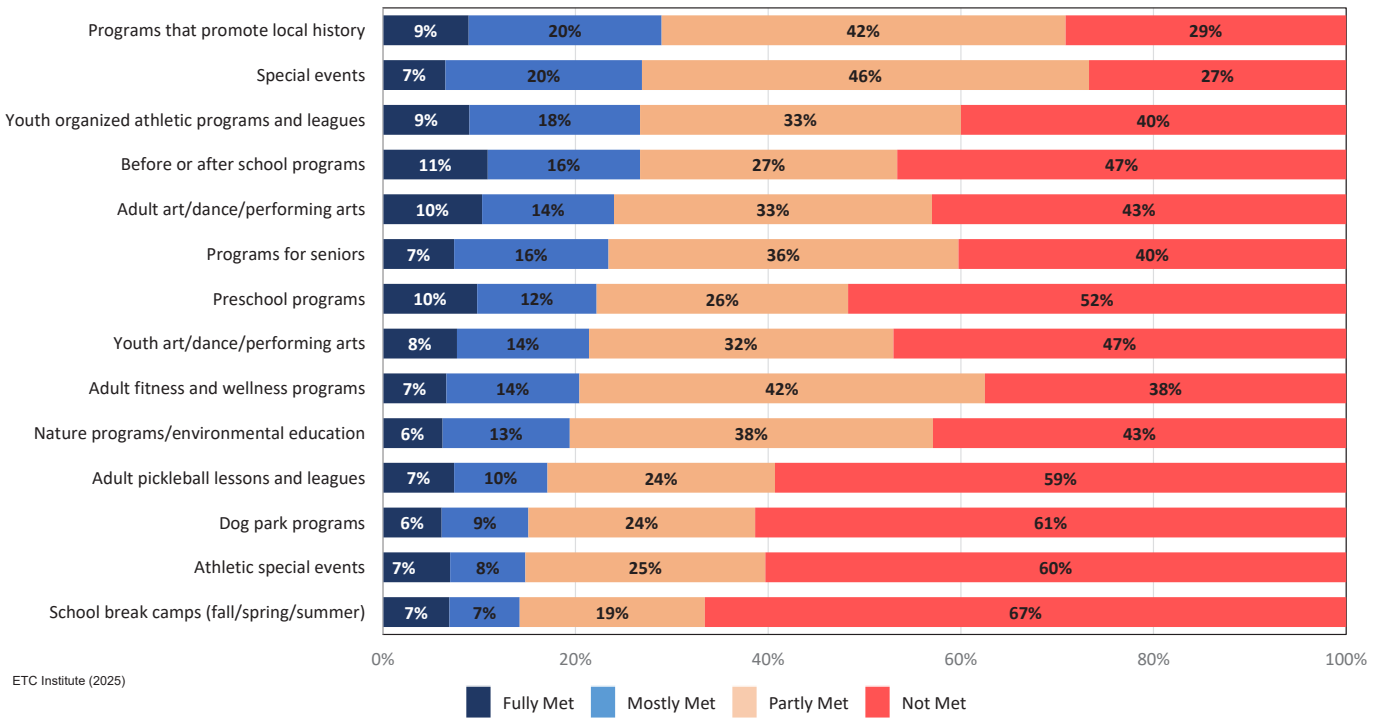
Estimated Number Of Households That Need For Facilities And Amenities Is Either Partly Met Or Not Met

Based on 48,836 Households



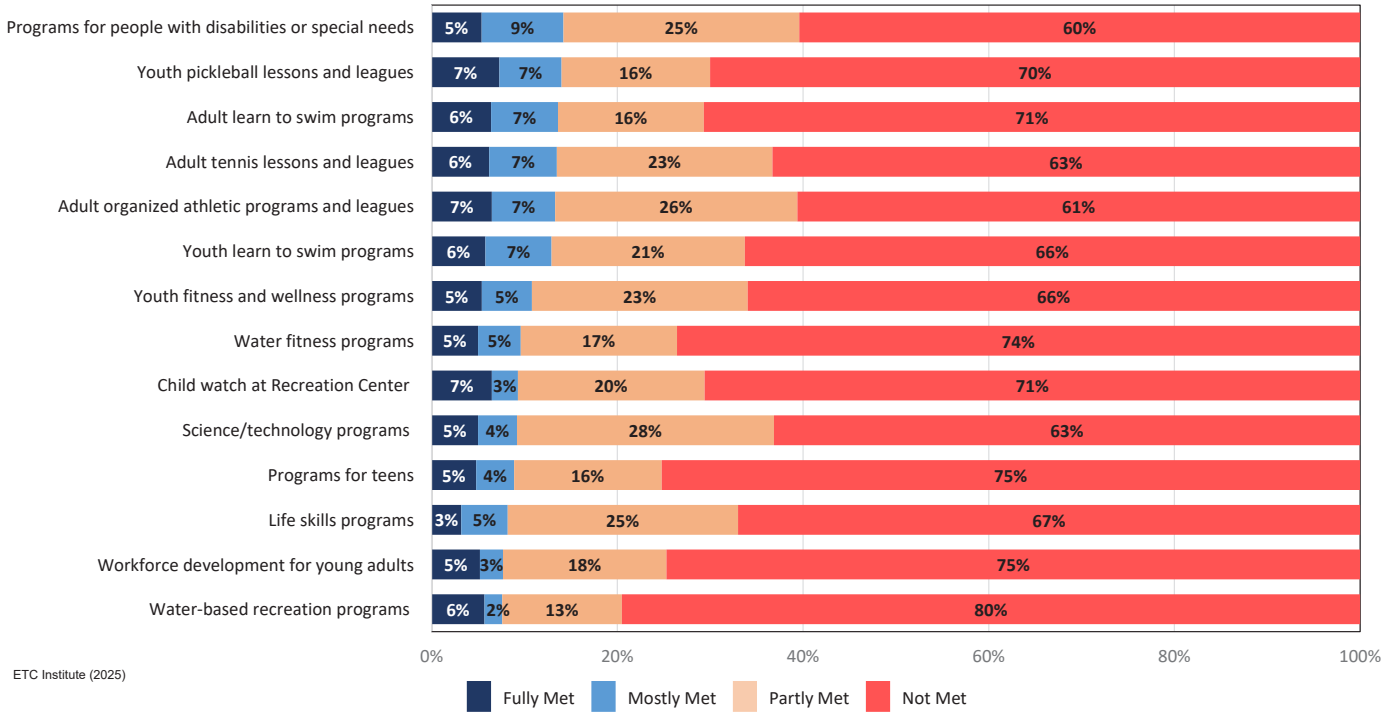
Q10. How Well Your Needs Are Being Met For Each Of These Programs

by percentage of respondents (excluding without “no need”)



Q10. How Well Your Needs Are Being Met For Each Of These Programs: Cont.

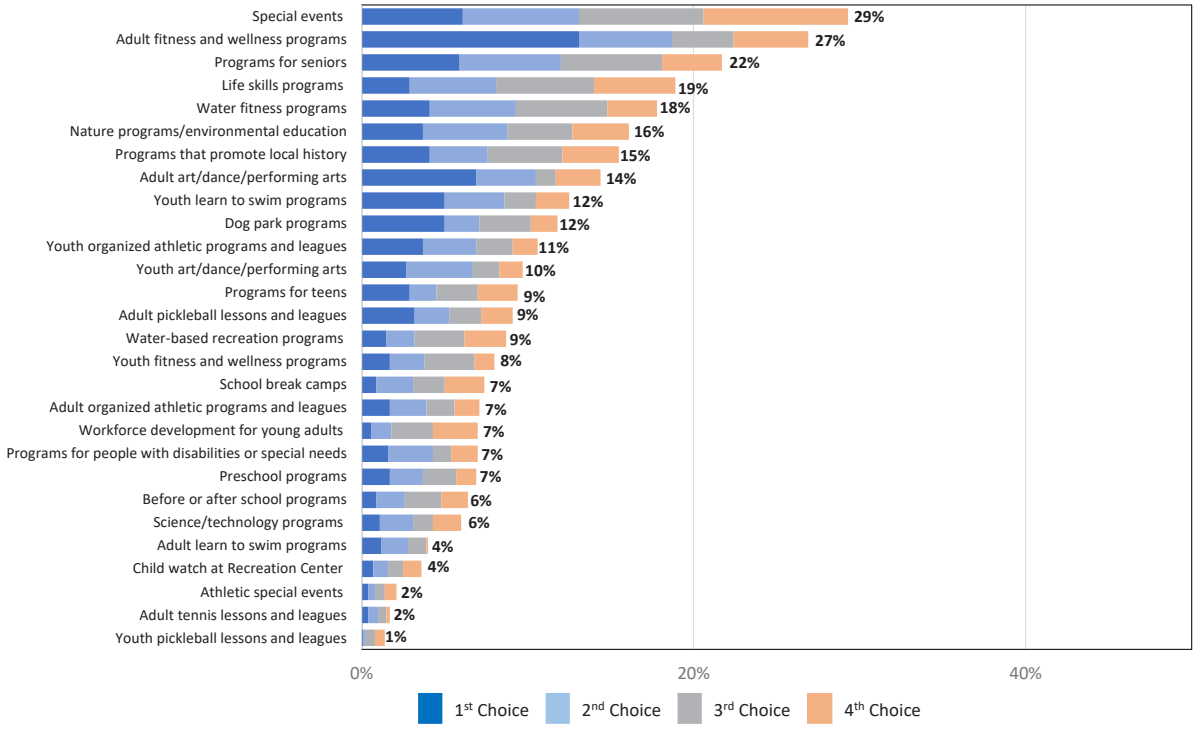
by percentage of respondents (excluding without "no need")

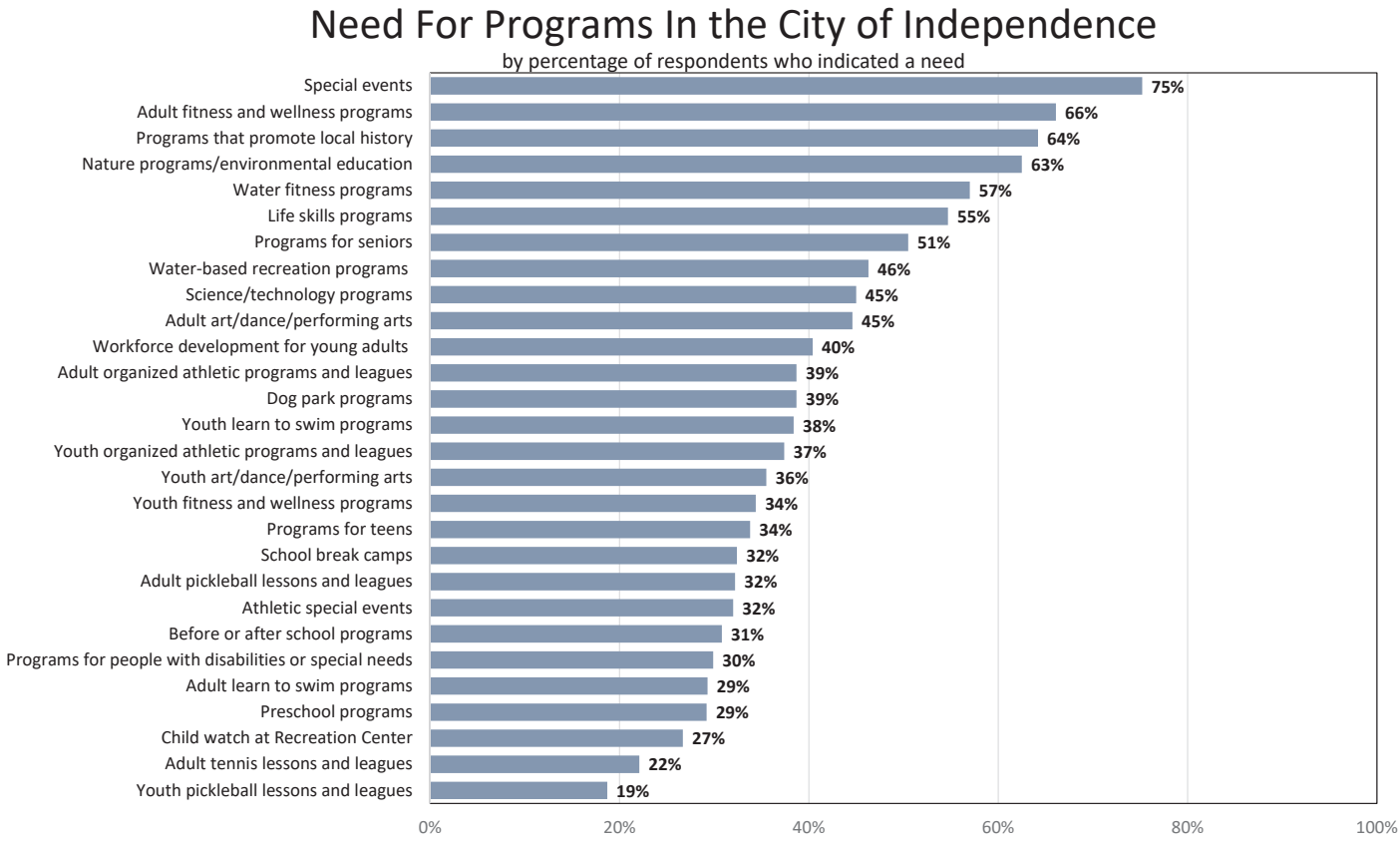


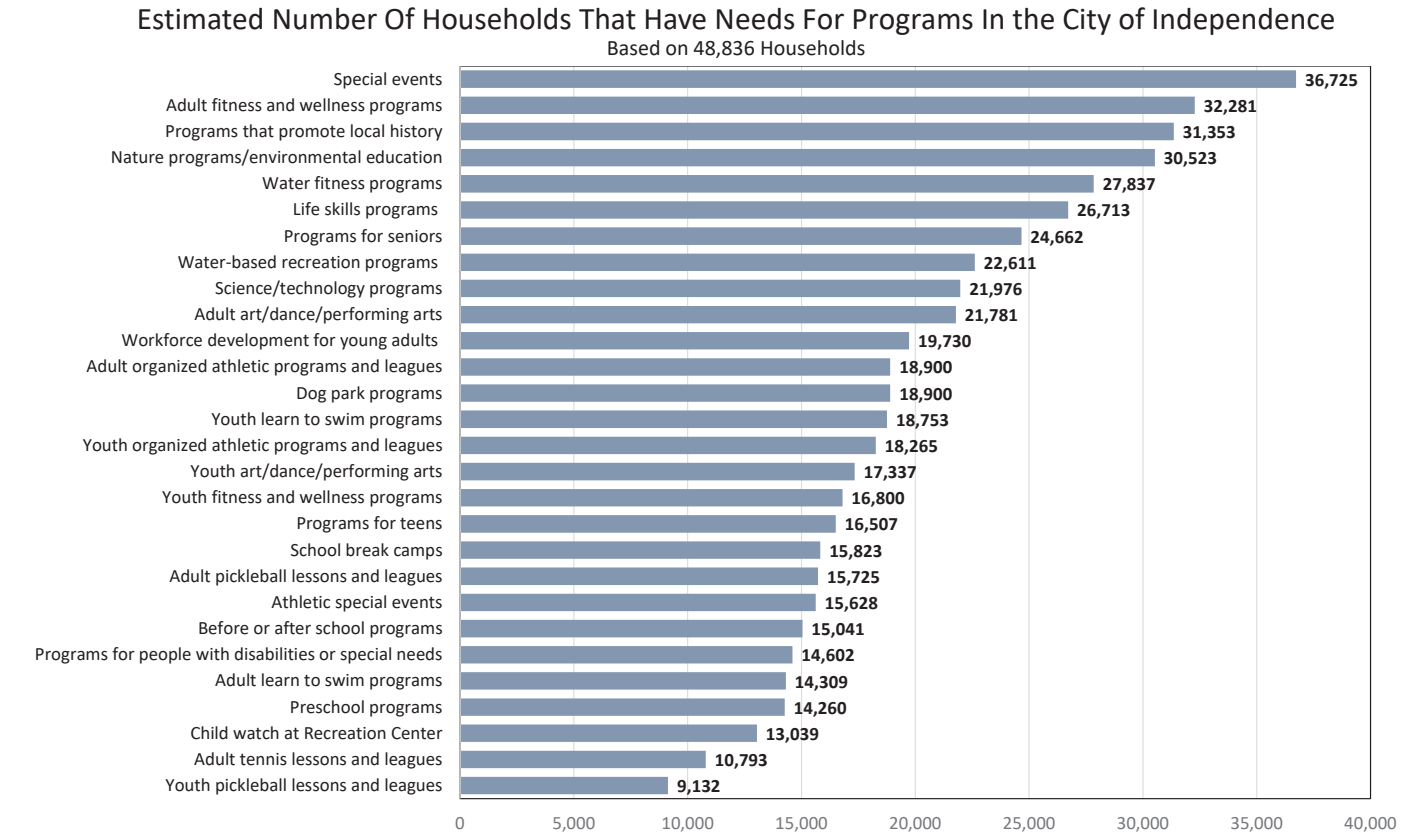
ETC Institute (2025)

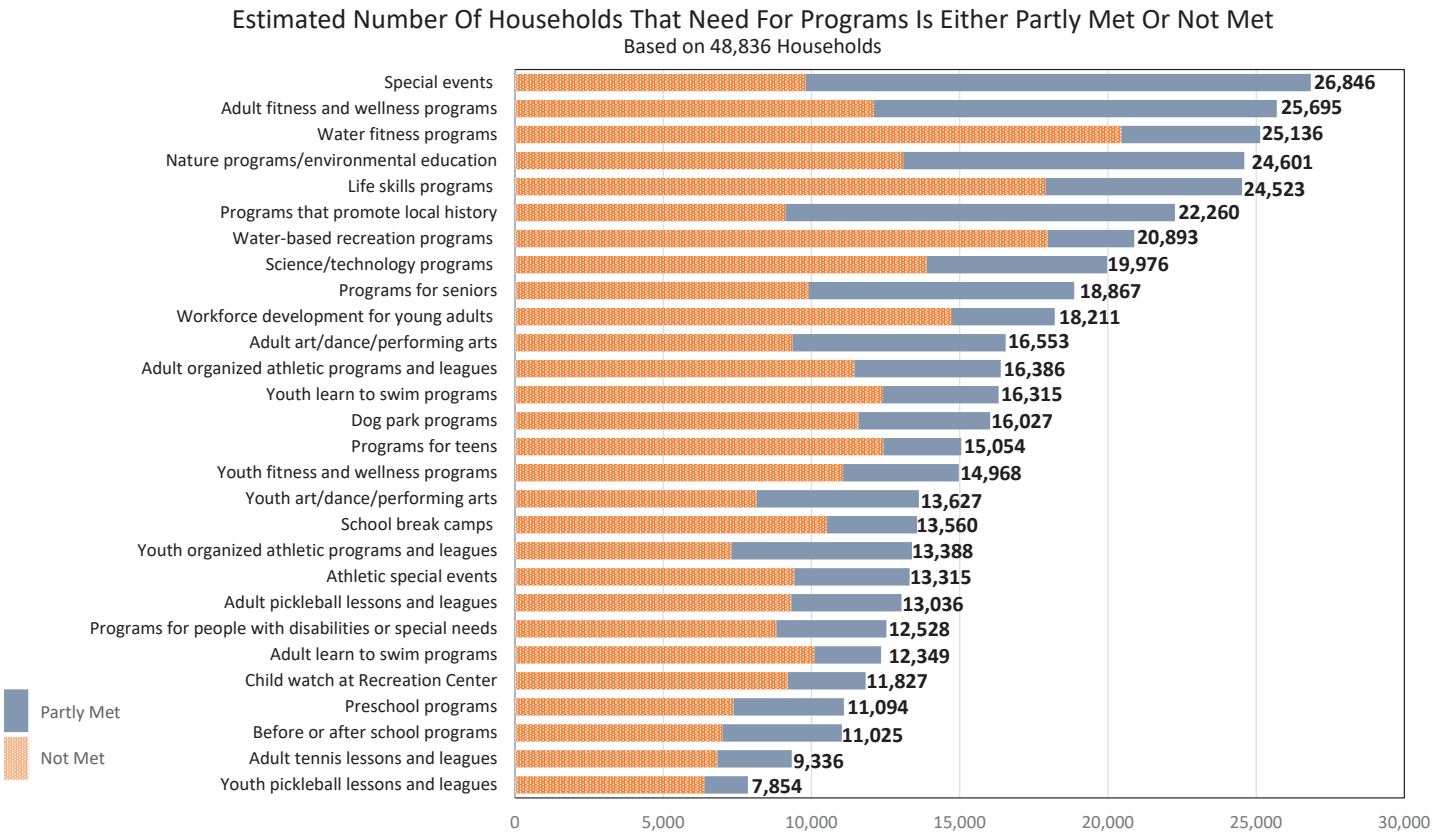
Q11. Which Of These Programs or Events Is Most Important To You?

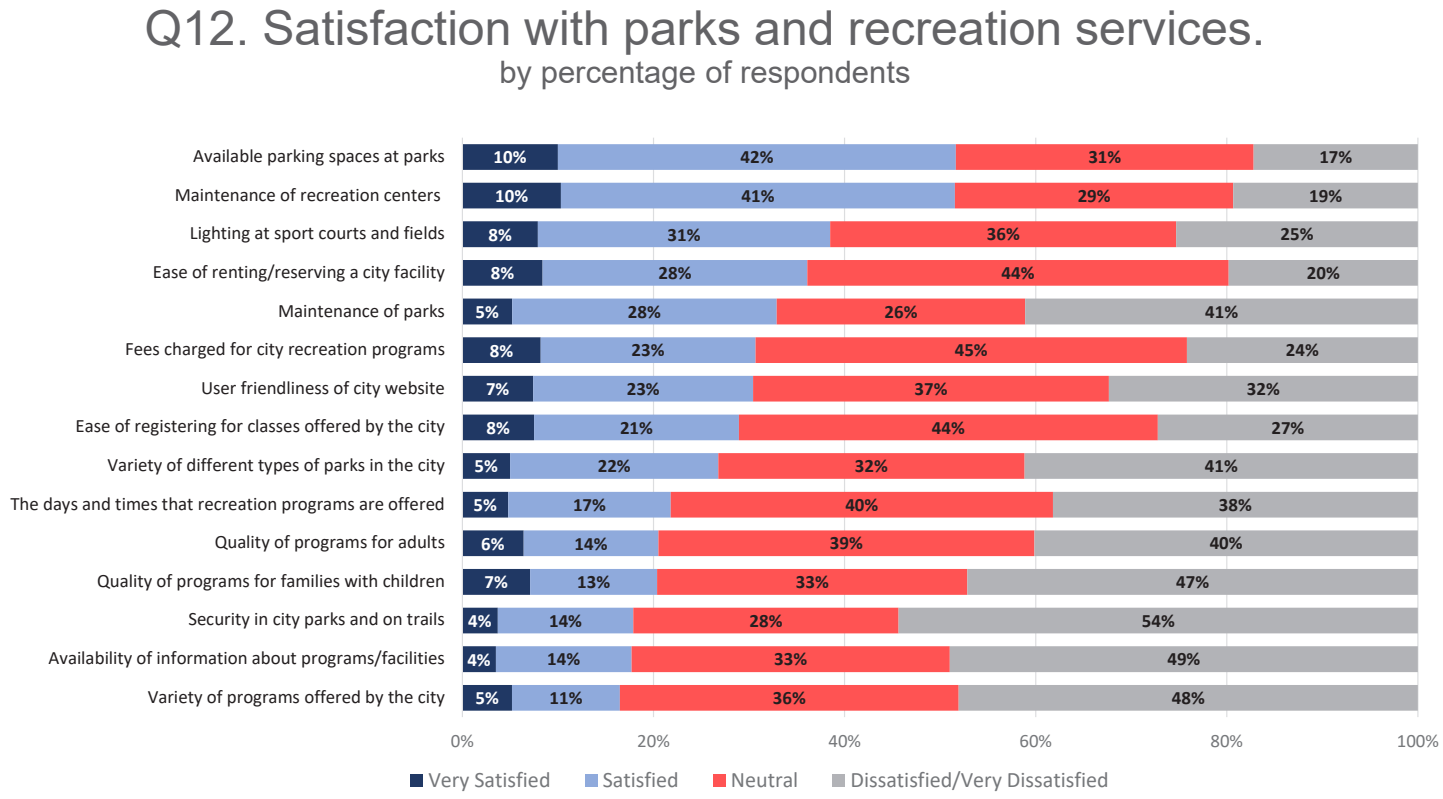
by percentage of respondents who selected the item as one of their top four choices




Need For Programs In the City of Independence
by percentage of respondents who indicated a need
Special events 75%
Adult fitness and wellness programs 66%
Programs that promote local history 64%
Nature programs/environmental education 63%
Water fitness programs 57%
Life skills programs 55%
Programs for seniors 51%
Water-based recreation programs 46%
Science/technology programs 45%
Adult art/dance/performing arts 45%
Workforce development for young adults 40%
Adult organized athletic programs and leagues 39%
Dog park programs 39%
Youth learn to swim programs 38%
Youth organized athletic programs and leagues 37%
Youth art/dance/performing arts 36%
Youth fitness and wellness programs 34%
Programs for teens 34%
School break camps 32%
Adult pickleball lessons and leagues 32%
Athletic special events 32%
Before or after school programs 31%
Programs for people with disabilities or special needs 30%
Adult learn to swim programs 29%
Preschool programs 29%
Child watch at Recreation Center 27%
Adult tennis lessons and leagues 22%
Youth pickleball lessons and leagues 19%
0%
20%
40%
60%
80%
100%

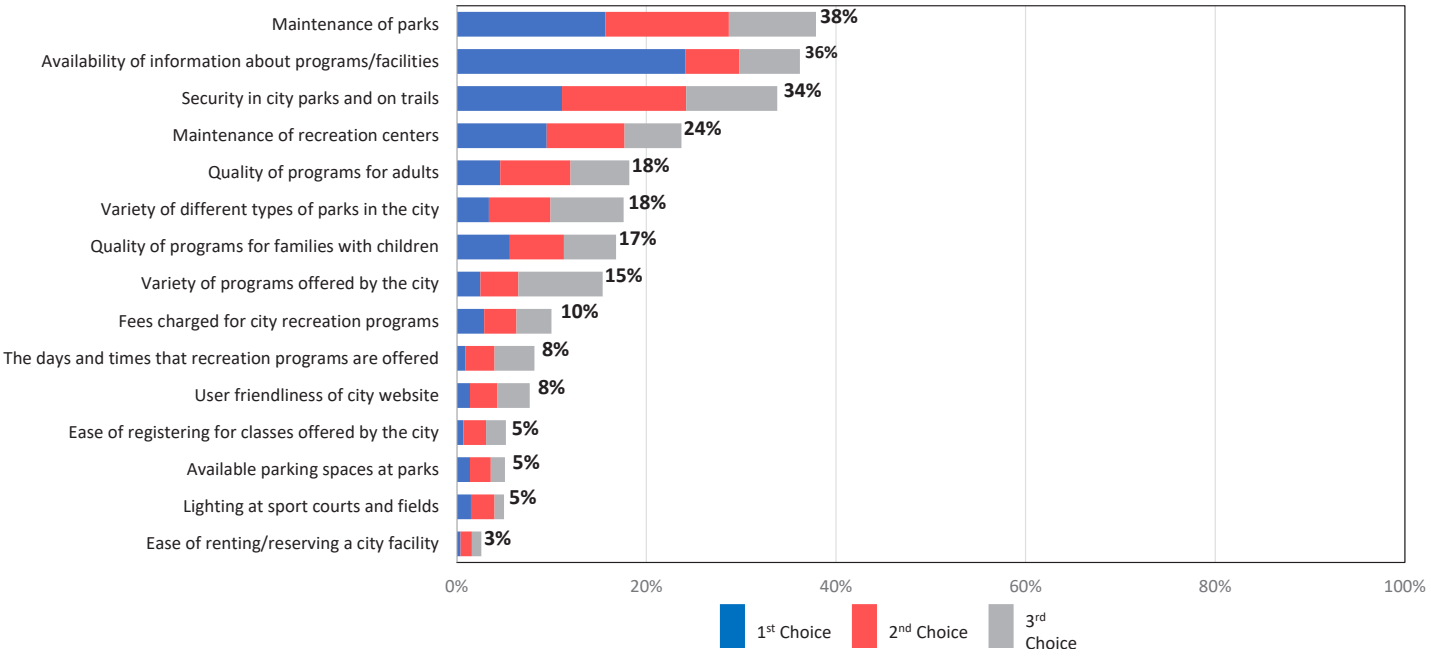

Estimated Number Of Households That Have Needs For Programs In the City of Independence
Based on 48,836 Households
Special events 36,725
Adult fitness and wellness programs 32,281
Programs that promote local history 31,353
Nature programs/environmental education 30,523
Water fitness programs 27,837
Life skills programs 26,713
Programs for seniors 24,662
Water-based recreation programs 22,611
Science/technology programs 21,976
Adult art/dance/performing arts 21,781
Workforce development for young adults 19,730
Adult organized athletic programs and leagues 18,900
Dog park programs 18,900
Youth learn to swim programs 18,753
Youth organized athletic programs and leagues 18,265
Youth art/dance/performing arts 17,337
Youth fitness and wellness programs 16,800
Programs for teens 16,507
School break camps 15,823
Adult pickleball lessons and leagues 15,725
Athletic special events 15,628
Before or after school programs 15,041
Programs for people with disabilities or special needs 14,602
Adult learn to swim programs 14,309
Preschool programs 14,260
Child watch at Recreation Center 13,039
Adult tennis lessons and leagues 10,793
Youth pickleball lessons and leagues 9,132
0
5,000
10,000
15,000
20,000
25,000
30,000
35,000
40,000


Estimated Number Of Households That Need For Programs Is Either Partly Met Or Not Met
Based on 48,836 Households
Special events 26,846
Adult fitness and wellness programs 25,695
Water fitness programs 25,136
Nature programs/environmental education 24,601
Life skills programs 24,523
Programs that promote local history 22,260
Water-based recreation programs 20,893
Science/technology programs 19,976
Programs for seniors 18,867
Workforce development for young adults 18,211
Adult art/dance/performing arts 16,553
Adult organized athletic programs and leagues 16,386
Youth learn to swim programs 16,315
Dog park programs 16,027
Programs for teens 15,054
Youth fitness and wellness programs 14,968
Youth art/dance/performing arts 13,627
School break camps 13,560
Youth organized athletic programs and leagues 13,388
Athletic special events 13,315
Adult pickleball lessons and leagues 13,036
Programs for people with disabilities or special needs 12,528
Adult learn to swim programs 12,349
Child watch at Recreation Center 11,827
Preschool programs 11,094
Before or after school programs 11,025
Adult tennis lessons and leagues 9,336
Youth pickleball lessons and leagues 7,854
Partly Met
Not Met
0
5,000
10,000
15,000
20,000
25,000
30,000


Q12. Satisfaction with parks and recreation services.
by percentage of respondents
Available parking spaces at parks 10% 42% 31% 17%
Maintenance of recreation centers 10% 41% 29% 19%
Lighting at sport courts and fields 8% 31% 36% 25%
Ease of renting/reserving a city facility 8% 28% 44% 20%
Maintenance of parks 5% 28% 26% 41%
Fees charged for city recreation programs 8% 23% 45% 24%
User friendliness of city website 7% 23% 37% 32%
Ease of registering for classes offered by the city 8% 21% 44% 27%
Variety of different types of parks in the city 5% 22% 32% 41%
The days and times that recreation programs are offered 5% 17% 40% 38%
Quality of programs for adults 6% 14% 39% 40%
Quality of programs for families with children 7% 13% 33% 47%
Security in city parks and on trails 4% 14% 28% 54%
Availability of information about programs/facilities 4% 14% 33% 49%
Variety of programs offered by the city 5% 11% 36% 48%
0%
20%
40%
60%
80%
100%
Very Satisfied
Satisfied
Neutral
Dissatisfied/Very Dissatisfied

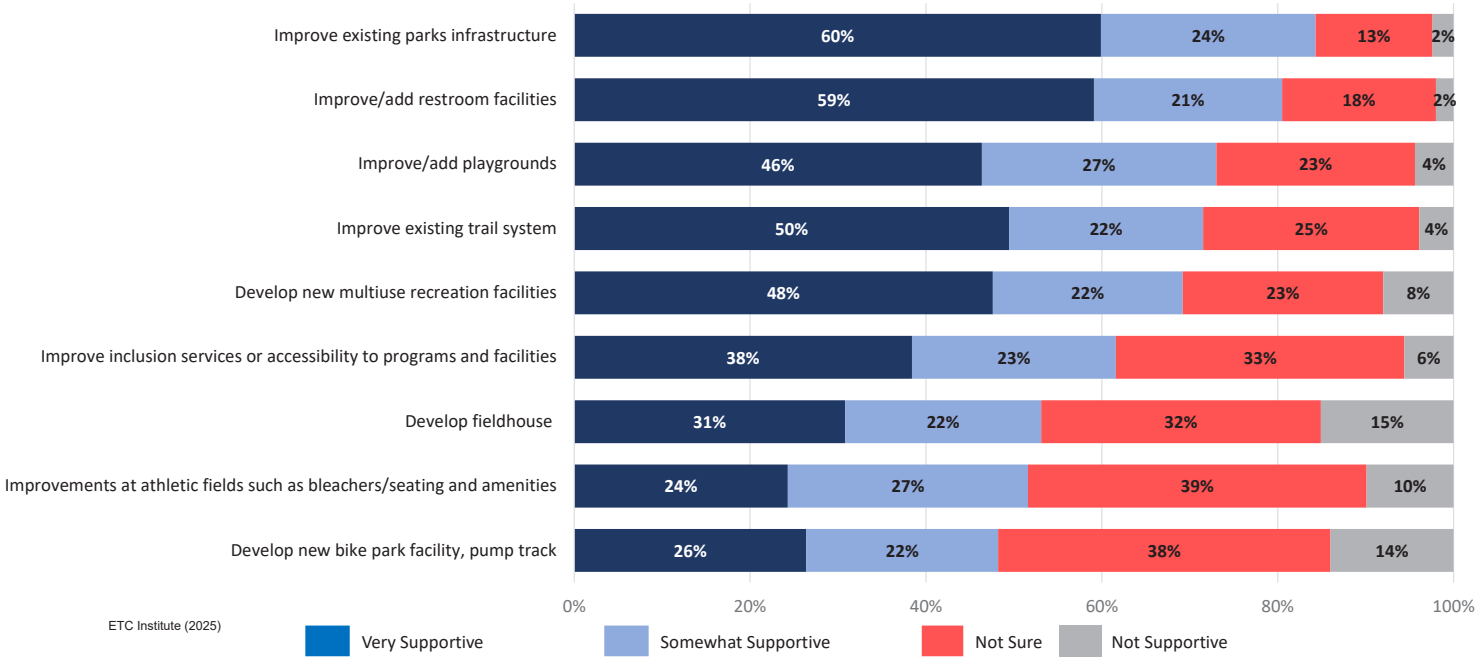
Q13. Services that should receive the MOST EMPHASIS over the next five years.

by percentage of respondents who selected the item as one of their top three choices



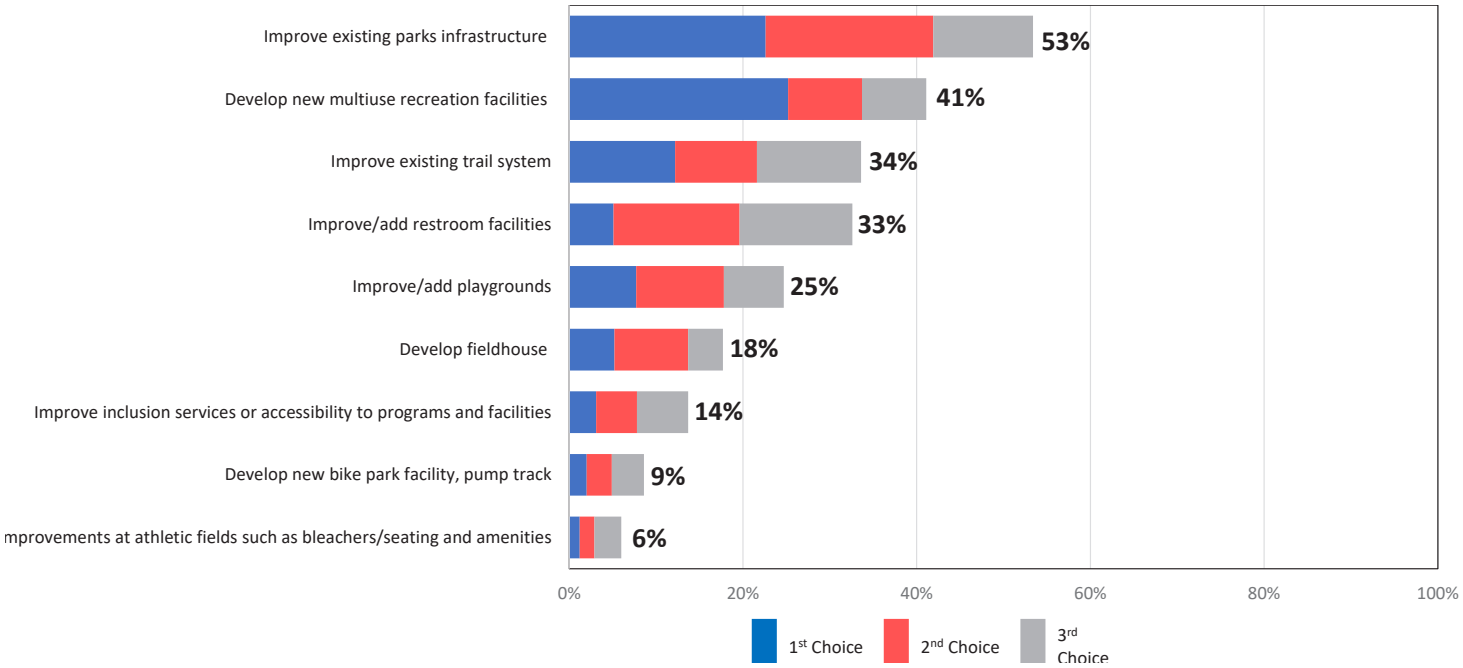
Q14. Support For Actions To Improve The Parks And Recreation

by percentage of respondents



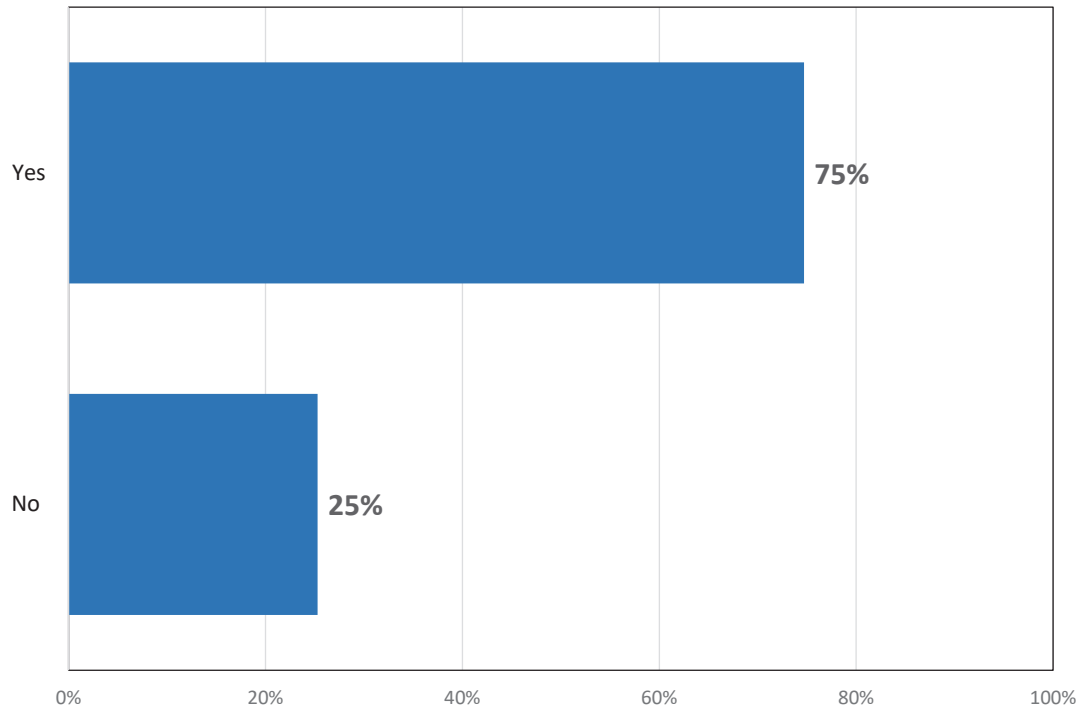
Q15. Potential Improvements That Are Most Important To You And Your Household.

by percentage of respondents who selected the item as one of their top three choices



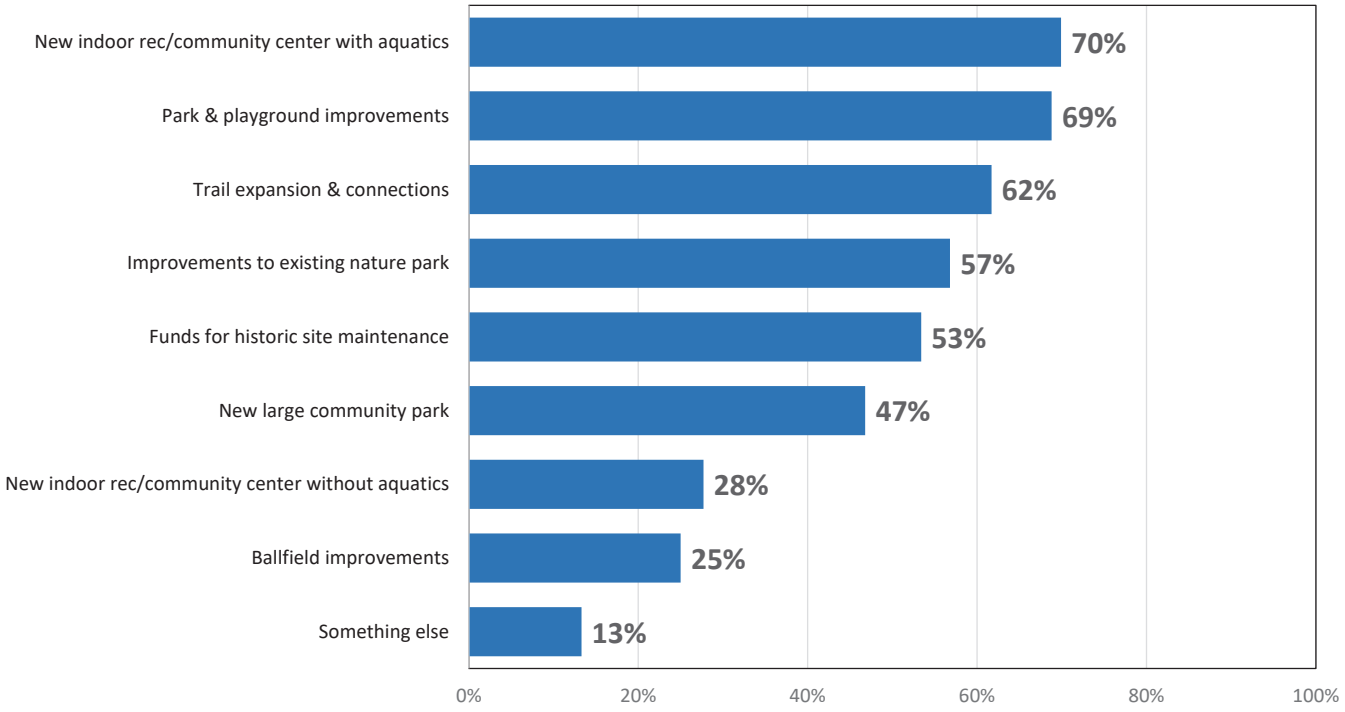
Q16. Would you be willing to support a General Obligation bond to support improvements to parks and recreation facilities and programs?

by percentage of respondents (excluding “not provided”)



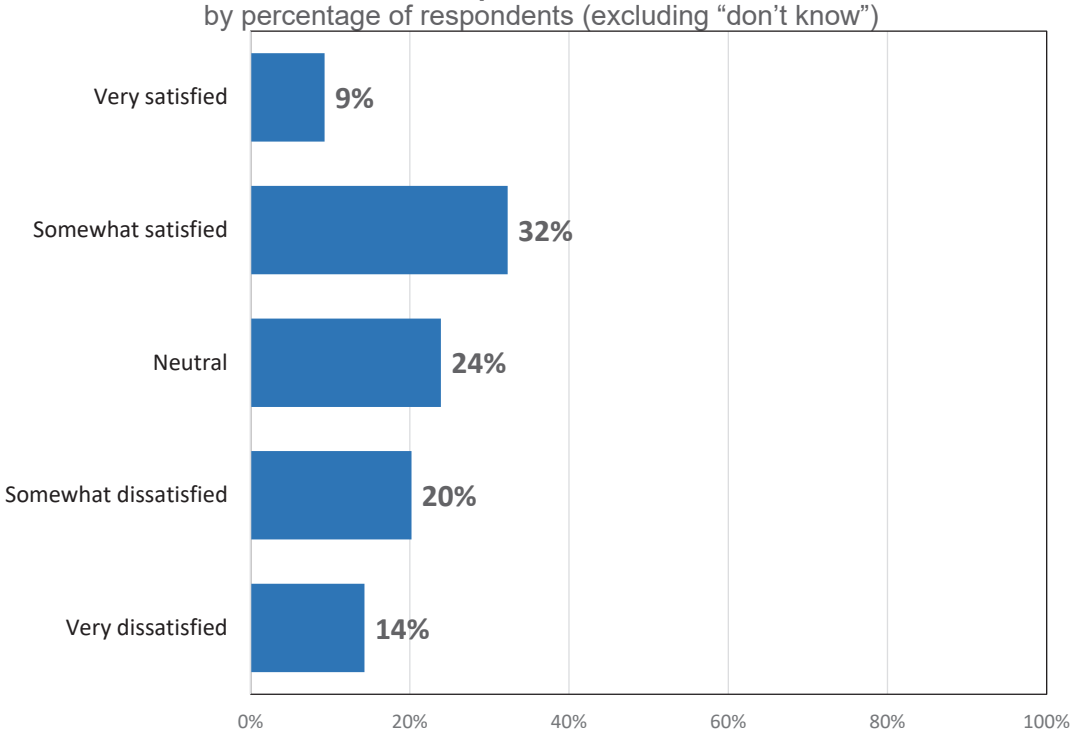
Q16a. Check ALL improvements you would support.

by percentage of respondents who answered “yes” to Question 16



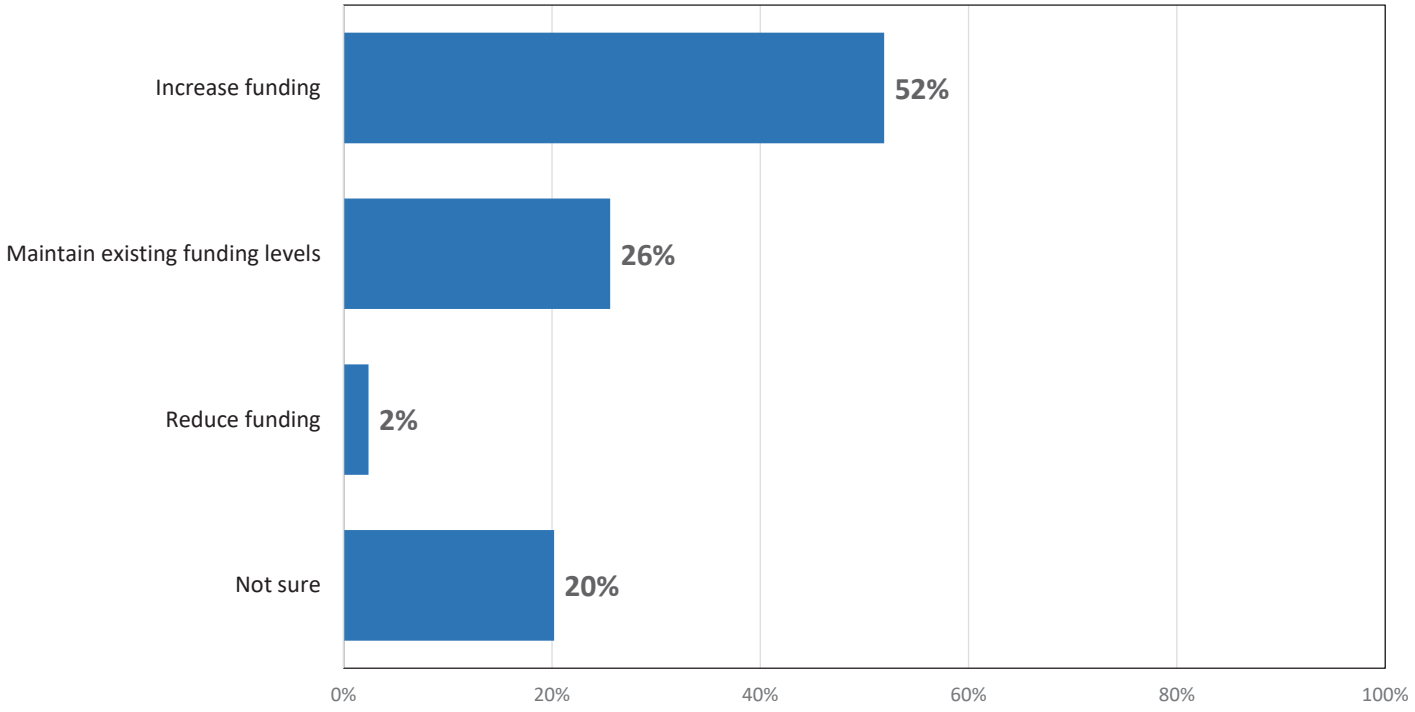
Q17. Please rate your satisfaction with the overall value your household receives from the City of Independence Parks and Recreation Department.

by percentage of respondents (excluding “don’t know”)



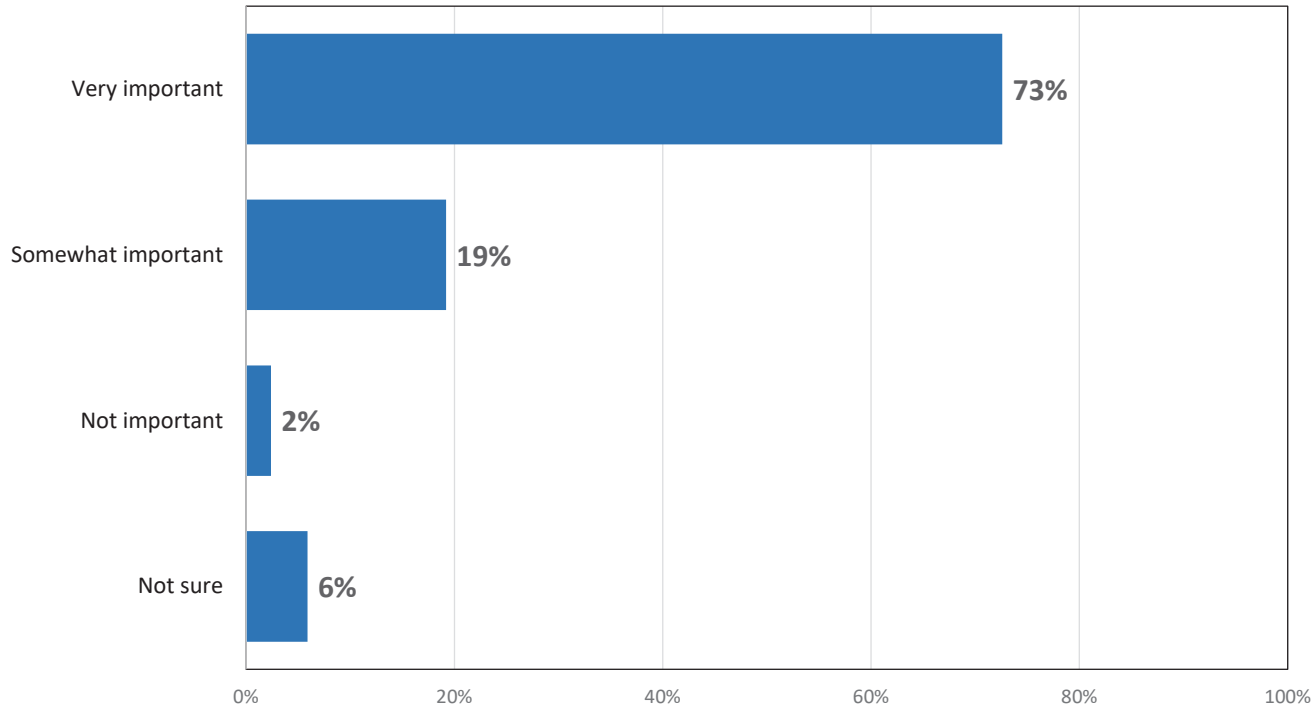
Q18. How would you want the City to fund future parks, recreation, trails and open space needs?

by percentage of respondents (excluding “don’t know”)



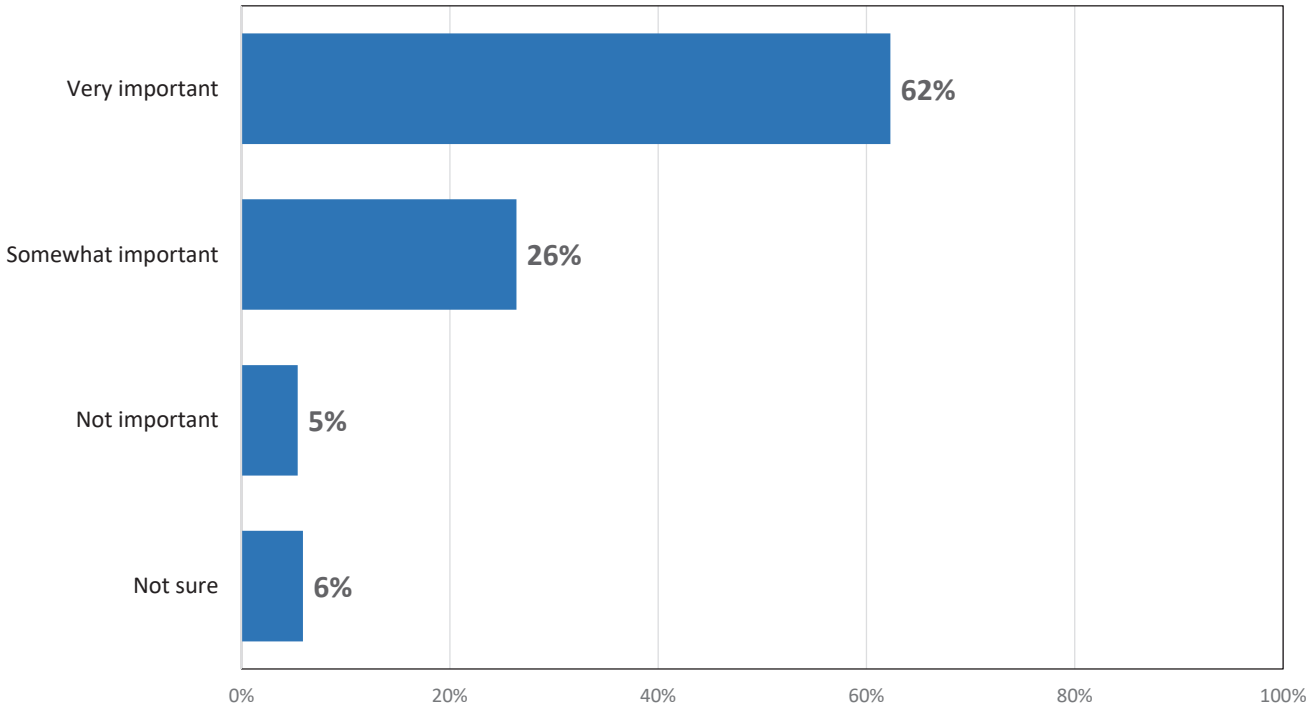
Q19. How important do you feel it is for the City of Independence to provide high quality parks and recreation programs and facilities?

by percentage of respondents (excluding “don’t know”)



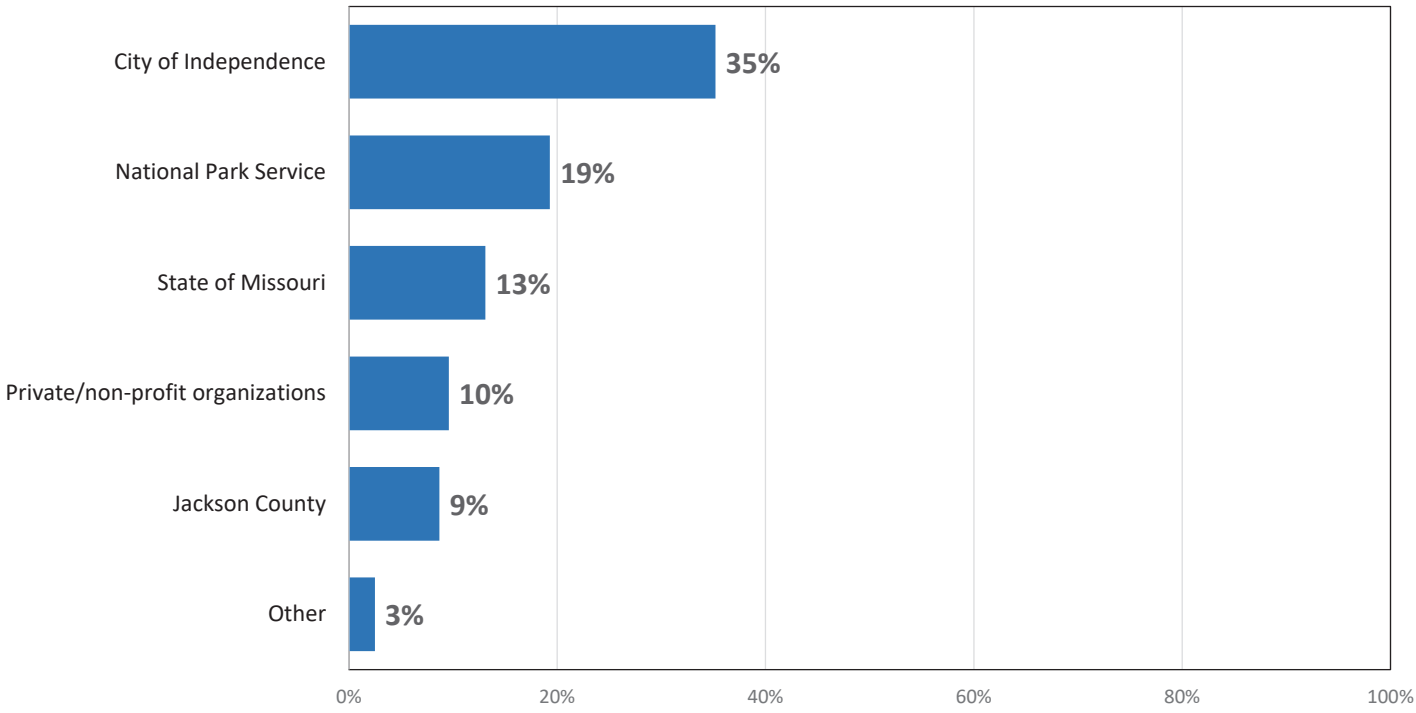
Q20. How important are historic sites to the City of Independence?

by percentage of respondents (excluding “don’t know”)



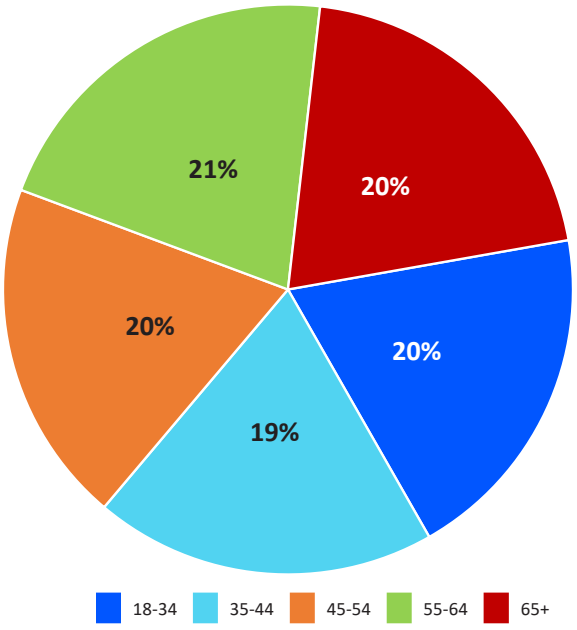
Q21. Who do you believe should own and maintain historic sites in the City of Independence?

by percentage of respondents (excluding “don’t know”)



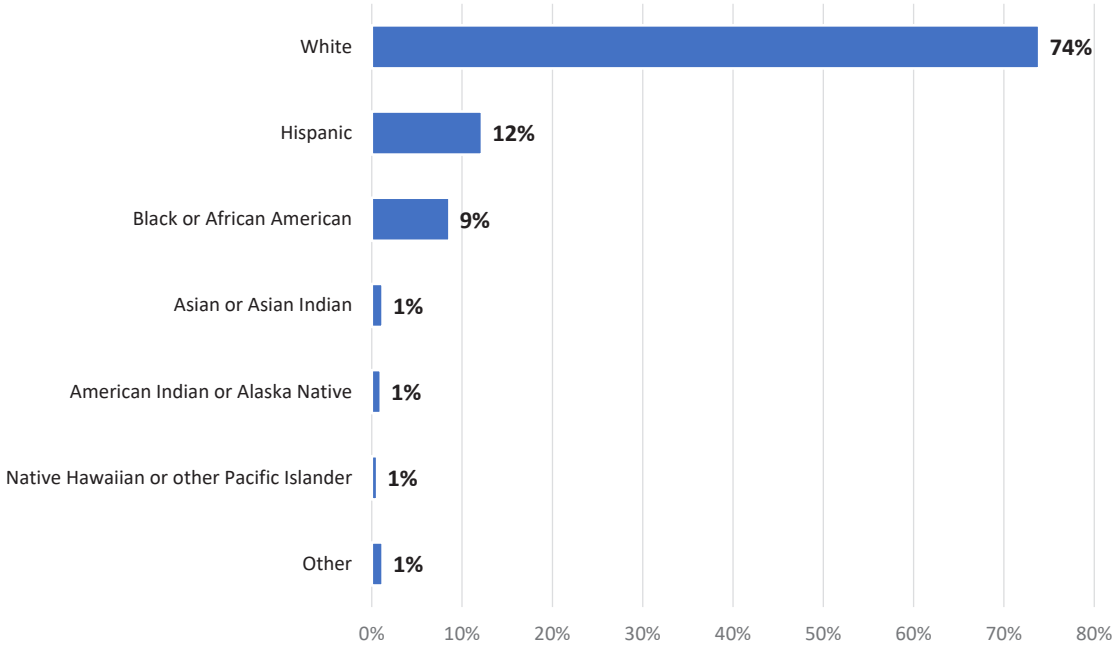
Q22. What Is Your Age?

by percentage of respondents (excluding not provided)



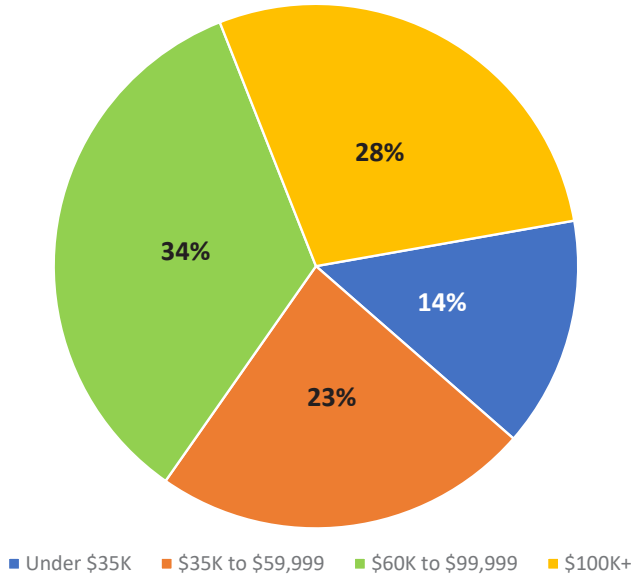
Q23. Which of the following best describes your race/ethnicity?

by percentage of respondents (excluding not provided)



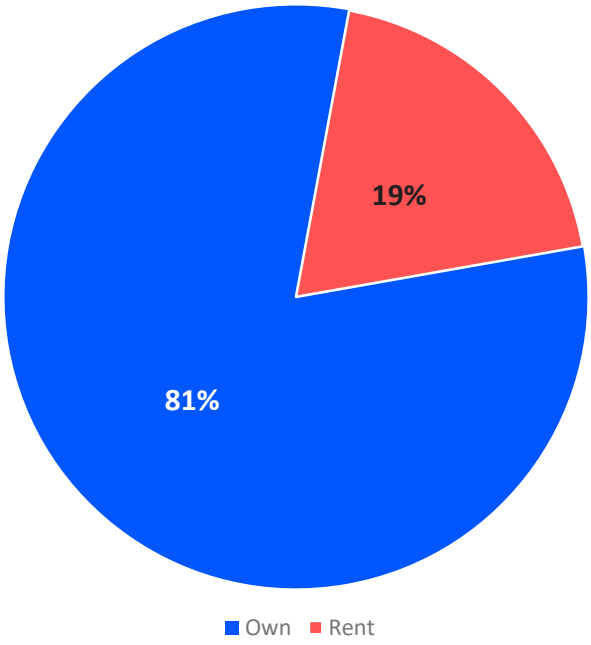
Q24. Your annual household income.

by percentage of respondents (excluding not provided)



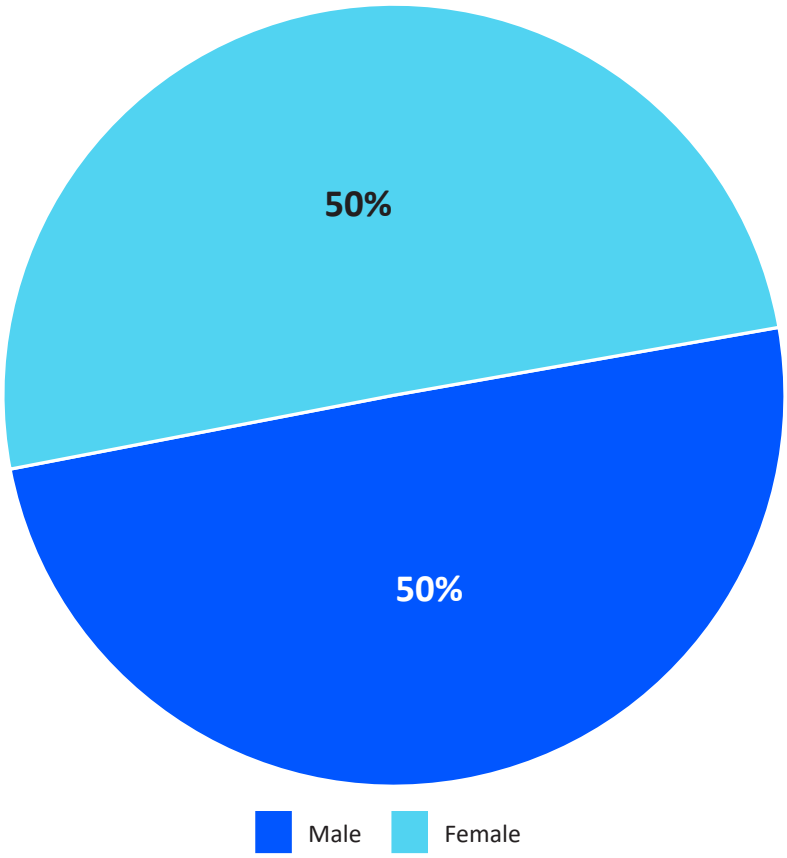
Q25. Do you own or rent your current residence?

by percentage of respondents (excluding not provided)



Q26. What Is Your Gender?

by percentage of respondents (excluding not provided)





Priority Investment Rating

Independence, Missouri
Priority Investment Ratings

The **Priority Investment Rating (PIR)** was developed by ETC Institute to provide governments with an objective tool for evaluating the priority that should be placed on parks and recreation investments. The Priority Investment Rating was developed by ETC Institute to identify the facilities and programs residents think should receive the highest priority for investment. The priority investment rating reflects the importance residents place on items (sum of top 4 choices) and the unmet needs (needs that are only being partly or not met) for each facility/program relative to the facility/program that rated the highest overall. Since decisions related to future investments should consider both the level of unmet need and the importance of facilities and programs, the PIR weights each of these components equally.

The PIR reflects the sum of the Unmet Needs Rating and the Importance Rating as shown in the equation below:

PIR = UNR + IR

For example, suppose the Unmet Needs Rating for playgrounds is 26.5 (out of 100) and the Importance Rating for playgrounds is 52 (out of 100), the Priority Investment Rating for playgrounds would be 78.5 (out of 200).

How to Analyze the Charts:

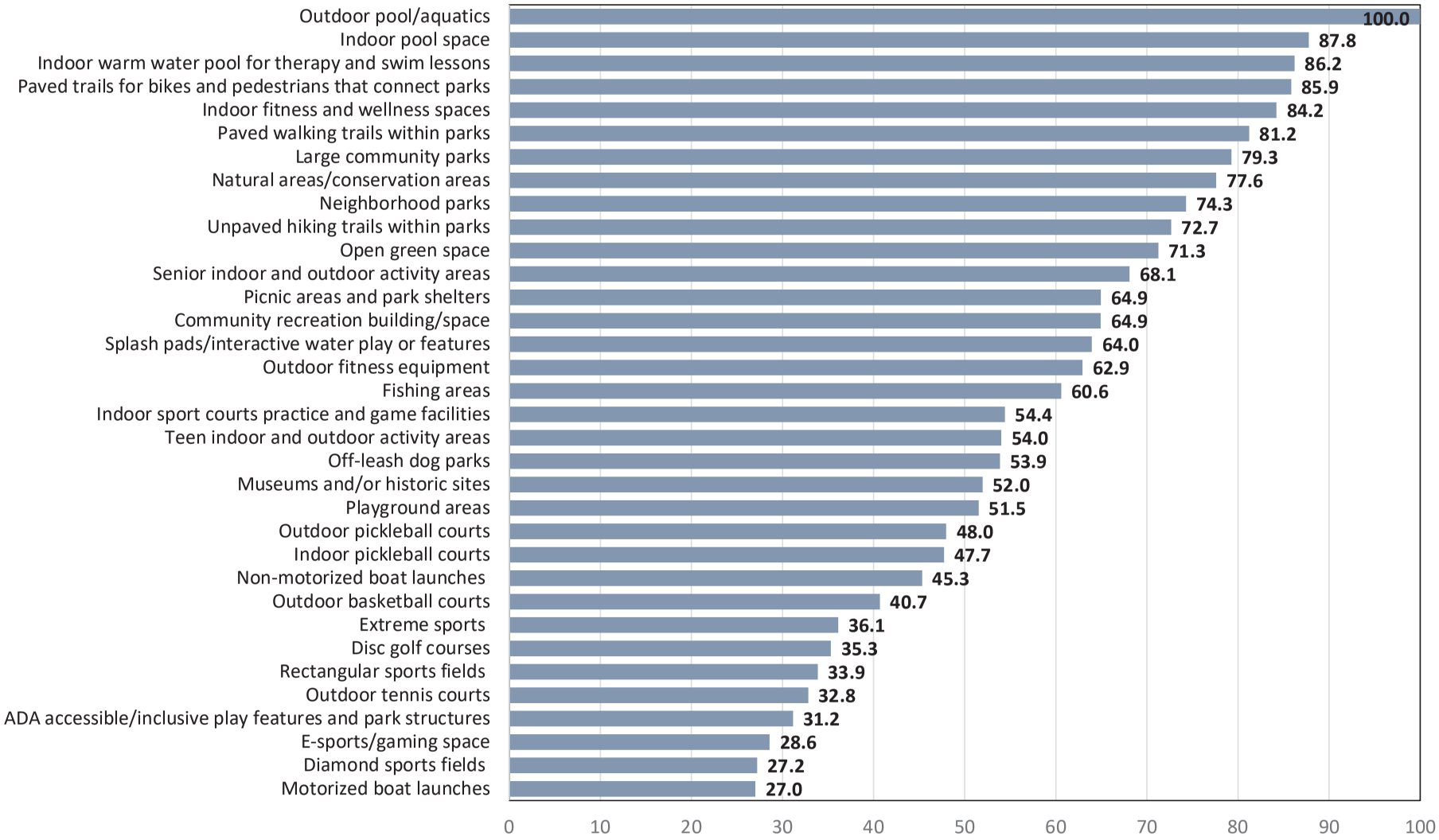
- **High Priority Areas** are those with a PIR of at least 120. A rating of 100 or above generally indicates there is a relatively high level of unmet need and residents generally think it is important to fund improvements in these areas. Improvements in this area are likely to have a positive impact on the greatest number of households.
- **Medium Priority Areas** are those with a PIR of 60-119. A rating in this range generally indicates there is a medium to high level of unmet need or a significant percentage of residents generally think it is important to fund improvements in these areas.
- **Low Priority Areas** are those with a PIR below 60. A rating in this range generally indicates there is a relatively low level of unmet need and residents do not think it is important to fund improvements in these areas. Improvements may be warranted if the needs of very specialized populations are being targeted.

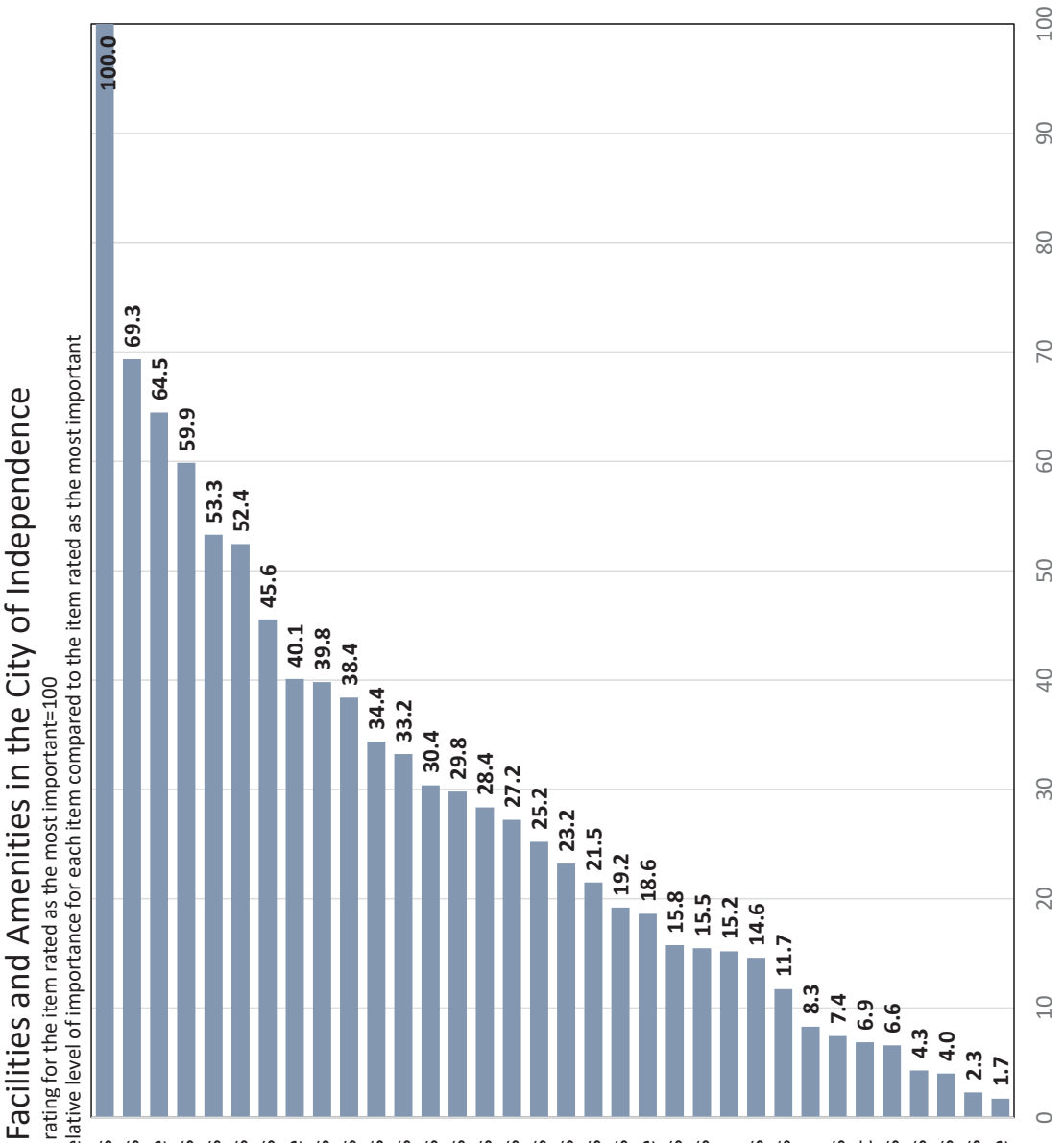
The following pages show the Unmet Needs Rating, Importance Rating, and Priority Investment Rating for facilities and programs.

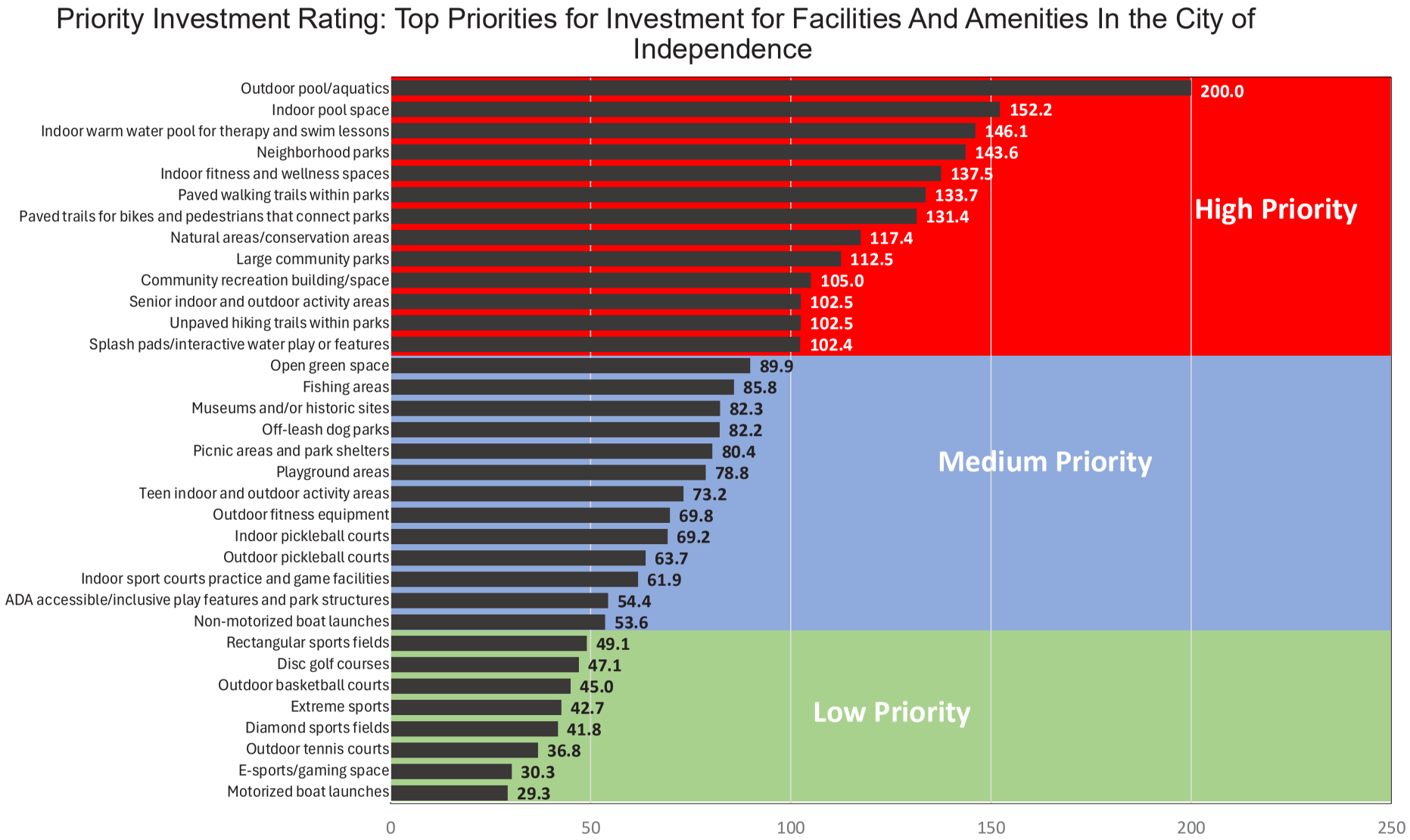
Unmet Needs Rating for Facilities and Amenities in the City of Independence

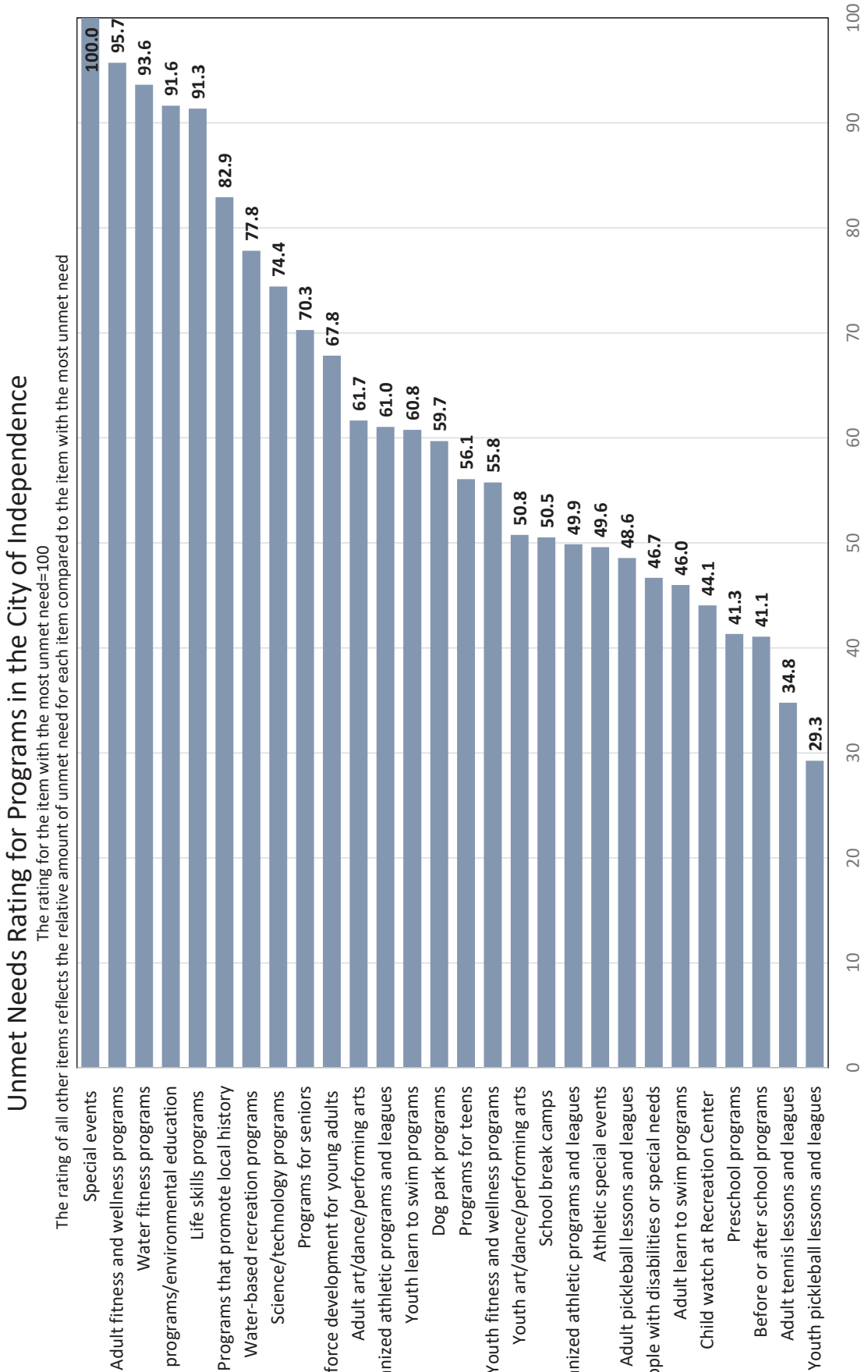
The rating for the item with the most unmet need=100

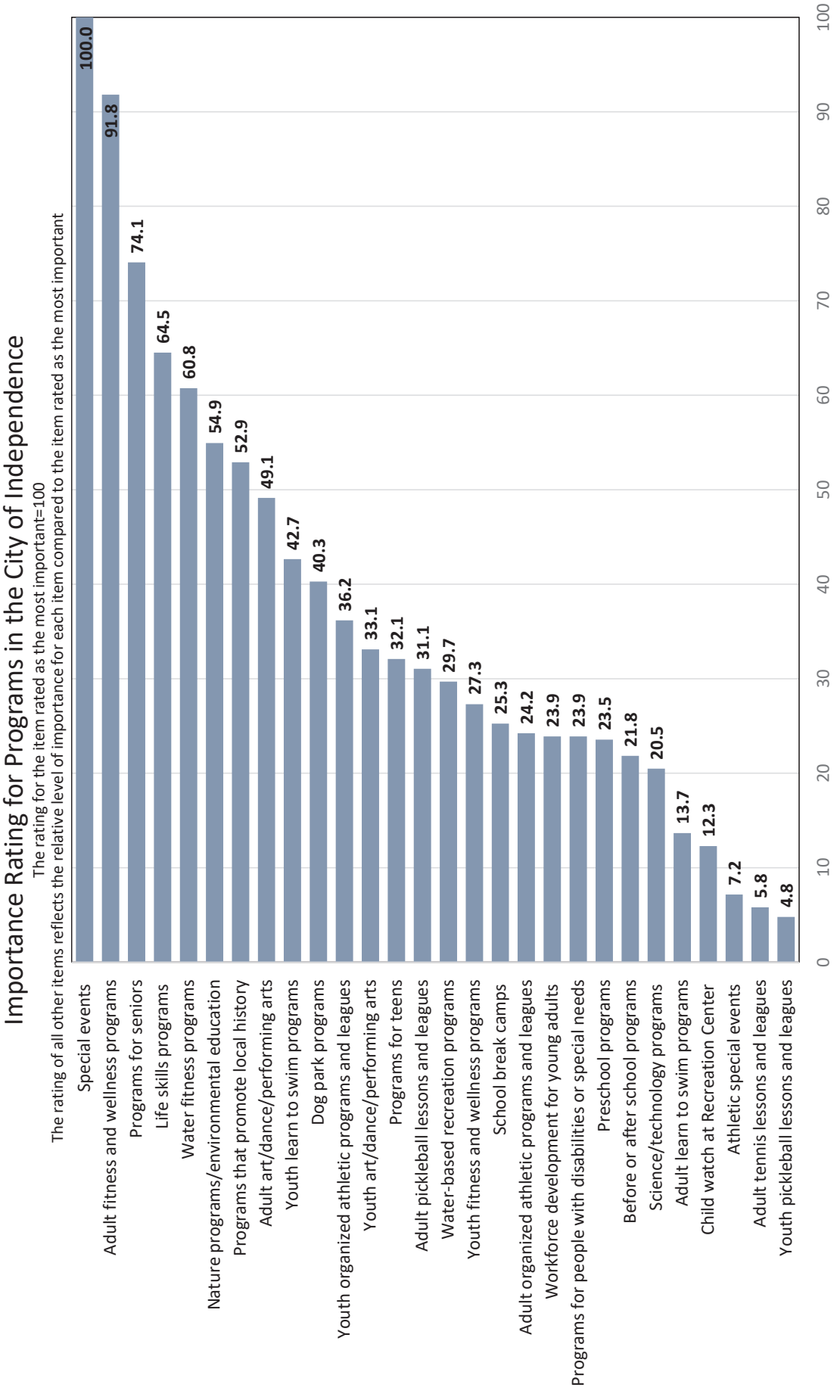
The rating of all other items reflects the relative amount of unmet need for each item compared to the item with the most unmet need

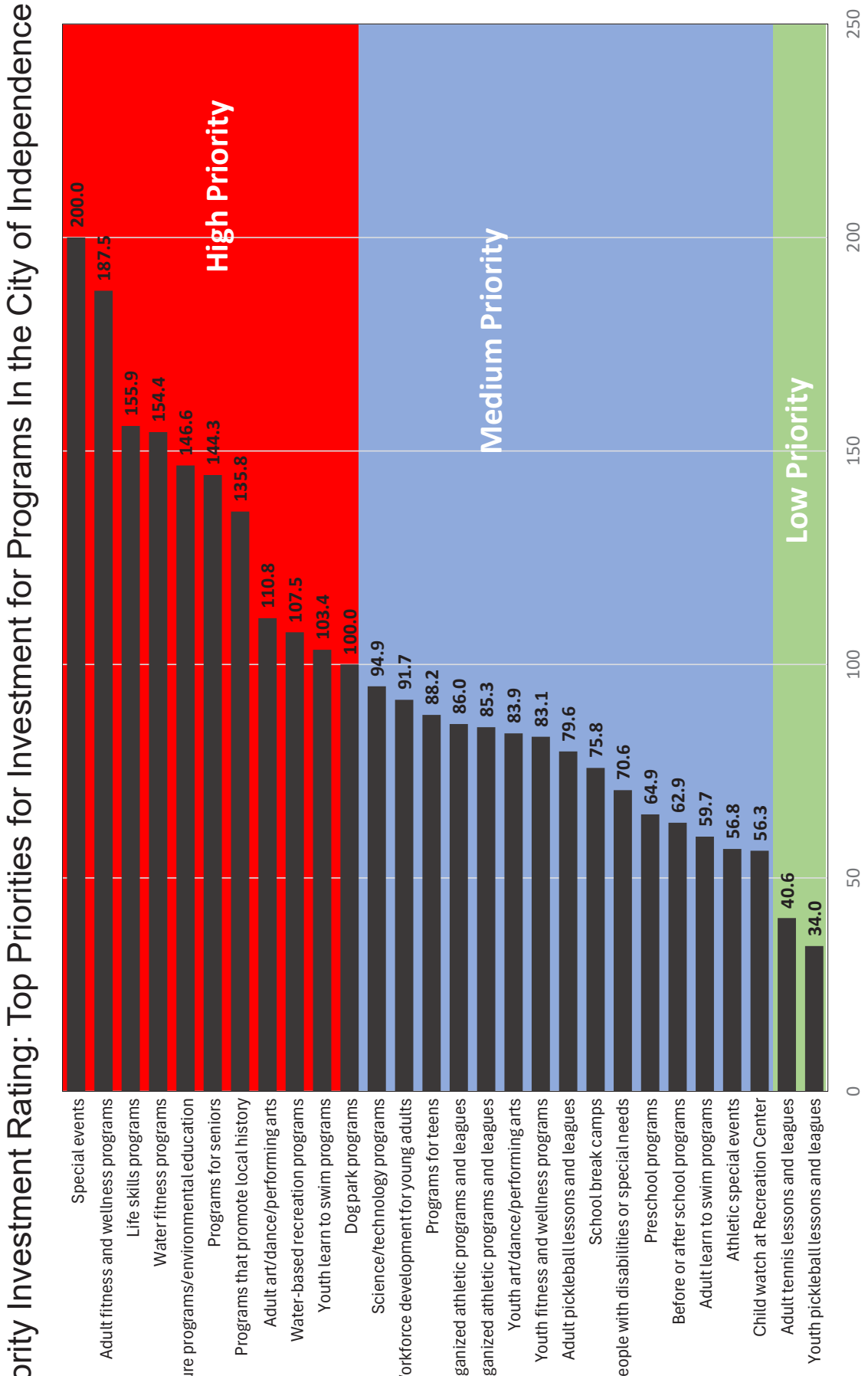



Importance Rating for Facilities and Amenities in the City of Independence
The rating for the item rated as the most important=100
The rating of all other items reflects the relative level of importance for each item compared to the item rated as the most important
Outdoor pool/aquatics 100.0
Neighborhood parks 69.3
Indoor pool space 64.5
Indoor warm water pool for therapy and swim lessons 59.9
Indoor fitness and wellness spaces 53.3
Paved walking trails within parks 52.4
Paved trails for bikes and pedestrians that connect parks 45.6
Community recreation building/space 40.1
Natural areas/conservation areas 39.8
Splash pads/interactive water play or features 38.4
Senior indoor and outdoor activity areas 34.4
Large community parks 33.2
Museums and/or historic sites 30.4
Unpaved hiking trails within parks 29.8
Off-leash dog parks 28.4
Playground areas 27.2
Fishing areas 25.2
ADA accessible/inclusive play features and park structures 23.2
Indoor pickleball courts 21.5
Teen indoor and outdoor activity areas 19.2
Open green space 18.6
Outdoor pickleball courts 15.8
Picnic areas and park shelters 15.5
Rectangular sports fields 15.2
Diamond sports fields 14.6
Disc golf courses 11.7
Non-motorized boat launches 8.3
Indoor sport courts practice and game facilities 7.4
Outdoor fitness equipment 6.9
Extreme sports 6.6
Outdoor basketball courts 4.3
Outdoor tennis courts 4.0
Motorized boat launches 2.3
E-sports/gaming space 1.7
0
10
20
30
40
50
60
70
80
90
100


Priority Investment Rating: Top Priorities for Investment for Facilities And Amenities In the City of Independence
Outdoor pool/aquatics 200.0
Indoor pool space 152.2
Indoor warm water pool for therapy and swim lessons 146.1
Neighborhood parks 143.6
Indoor fitness and wellness spaces 137.5
Paved walking trails within parks 133.7
Paved trails for bikes and pedestrians that connect parks 131.4
Natural areas/conservation areas 117.4
Large community parks 112.5
Community recreation building/space 105.0
Senior indoor and outdoor activity areas 102.5
Unpaved hiking trails within parks 102.5
Splash pads/interactive water play or features 102.4
Open green space 89.9
Fishing areas 85.8
Museums and/or historic sites 82.3
Off-leash dog parks 82.2
Picnic areas and park shelters 80.4
Playground areas 78.8
Teen indoor and outdoor activity areas 73.2
Outdoor fitness equipment 69.8
Indoor pickleball courts 69.2
Outdoor pickleball courts 63.7
Indoor sport courts practice and game facilities 61.9
ADA accessible/inclusive play features and park structures 54.4
Non-motorized boat launches 53.6
Rectangular sports fields 49.1
Disc golf courses 47.1
Outdoor basketball courts 45.0
Extreme sports 42.7
Diamond sports fields 41.8
Outdoor tennis courts 36.8
E-sports/gaming space 30.3
Motorized boat launches 29.3
High Priority
Medium Priority
Low Priority
0
50
100
150
200
250


Unmet Needs Rating for Programs in the City of Independence
The rating for the item with the most unmet need=100
The rating of all other items reflects the relative amount of unmet need for each item compared to the item with the most unmet need
Special events 100.0
Adult fitness and wellness programs 95.7
Water fitness programs 93.6
Nature programs/environmental education 91.6
Life skills programs 91.3
Programs that promote local history 82.9
Water-based recreation programs 77.8
Science/technology programs 74.4
Programs for seniors 70.3
Workforce development for young adults 67.8
Adult art/dance/performing arts 61.7
Adult organized athletic programs and leagues 61.0
Youth learn to swim programs 60.8
Dog park programs 59.7
Programs for teens 56.1
Youth fitness and wellness programs 55.8
Youth art/dance/performing arts 50.8
School break camps 50.5
Youth organized athletic programs and leagues 49.9
Athletic special events 49.6
Adult pickleball lessons and leagues 48.6
Programs for people with disabilities or special needs 46.7
Adult learn to swim programs 46.0
Child watch at Recreation Center 44.1
Preschool programs 41.3
Before or after school programs 41.1
Adult tennis lessons and leagues 34.8
Youth pickleball lessons and leagues 29.3
0
10
20
30
40
50
60
70
80
90
100

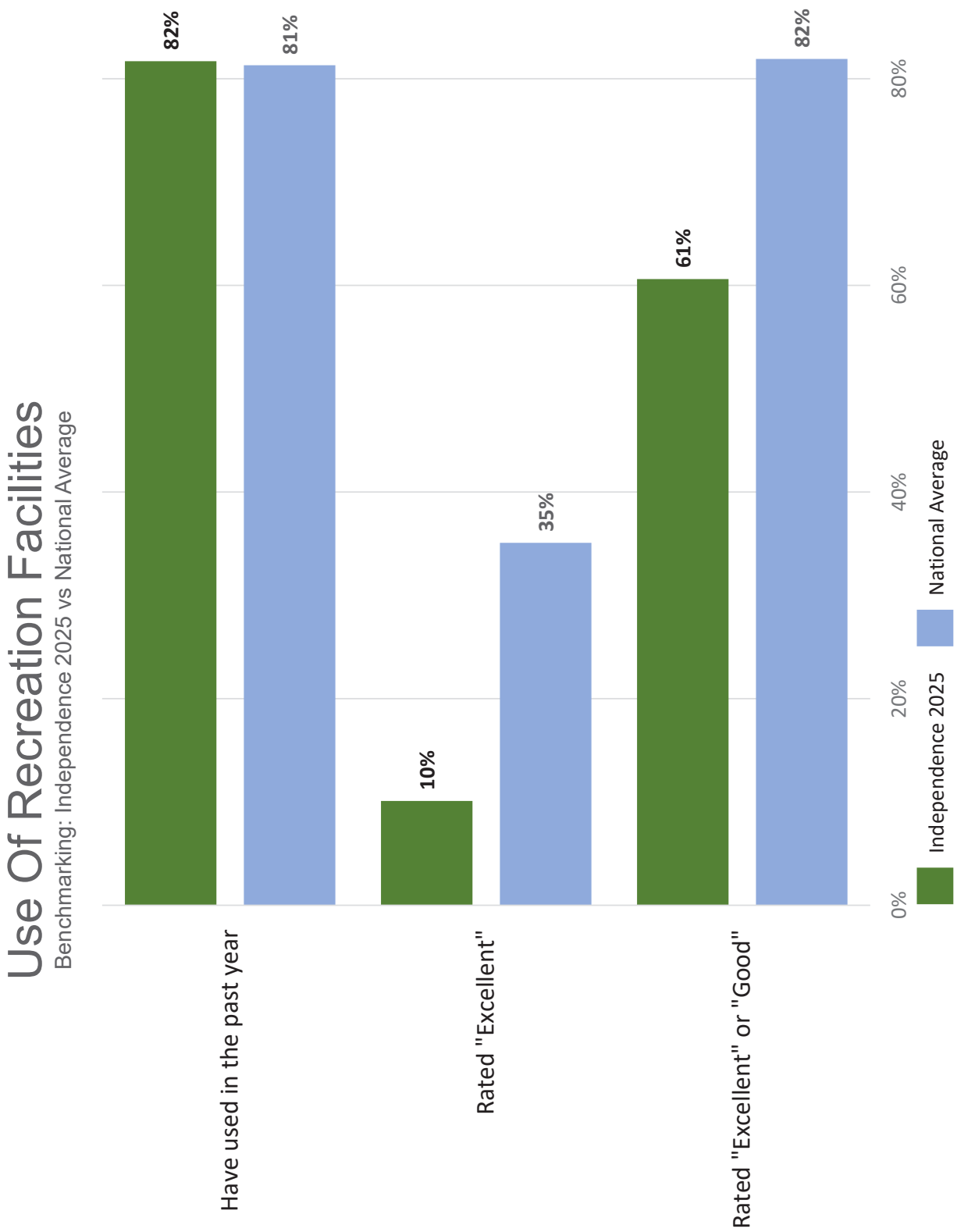

Importance Rating for Programs in the City of Independence
The rating for the item rated as the most important=100
The rating of all other items reflects the relative level of importance for each item compared to the item rated as the most important
Special events 100.0
Adult fitness and wellness programs 91.8
Programs for seniors 74.1
Life skills programs 64.5
Water fitness programs 60.8
Nature programs/environmental education 54.9
Programs that promote local history 52.9
Adult art/dance/performing arts 49.1
Youth learn to swim programs 42.7
Dog park programs 40.3
Youth organized athletic programs and leagues 36.2
Youth art/dance/performing arts 33.1
Programs for teens 32.1
Adult pickleball lessons and leagues 31.1
Water-based recreation programs 29.7
Youth fitness and wellness programs 27.3
School break camps 25.3
Adult organized athletic programs and leagues 24.2
Workforce development for young adults 23.9
Programs for people with disabilities or special needs 23.9
Preschool programs 23.5
Before or after school programs 21.8
Science/technology programs 20.5
Adult learn to swim programs 13.7
Child watch at Recreation Center 12.3
Athletic special events 7.2
Adult tennis lessons and leagues 5.8
Youth pickleball lessons and leagues 4.8
0
10
20
30
40
50
60
70
80
90
100

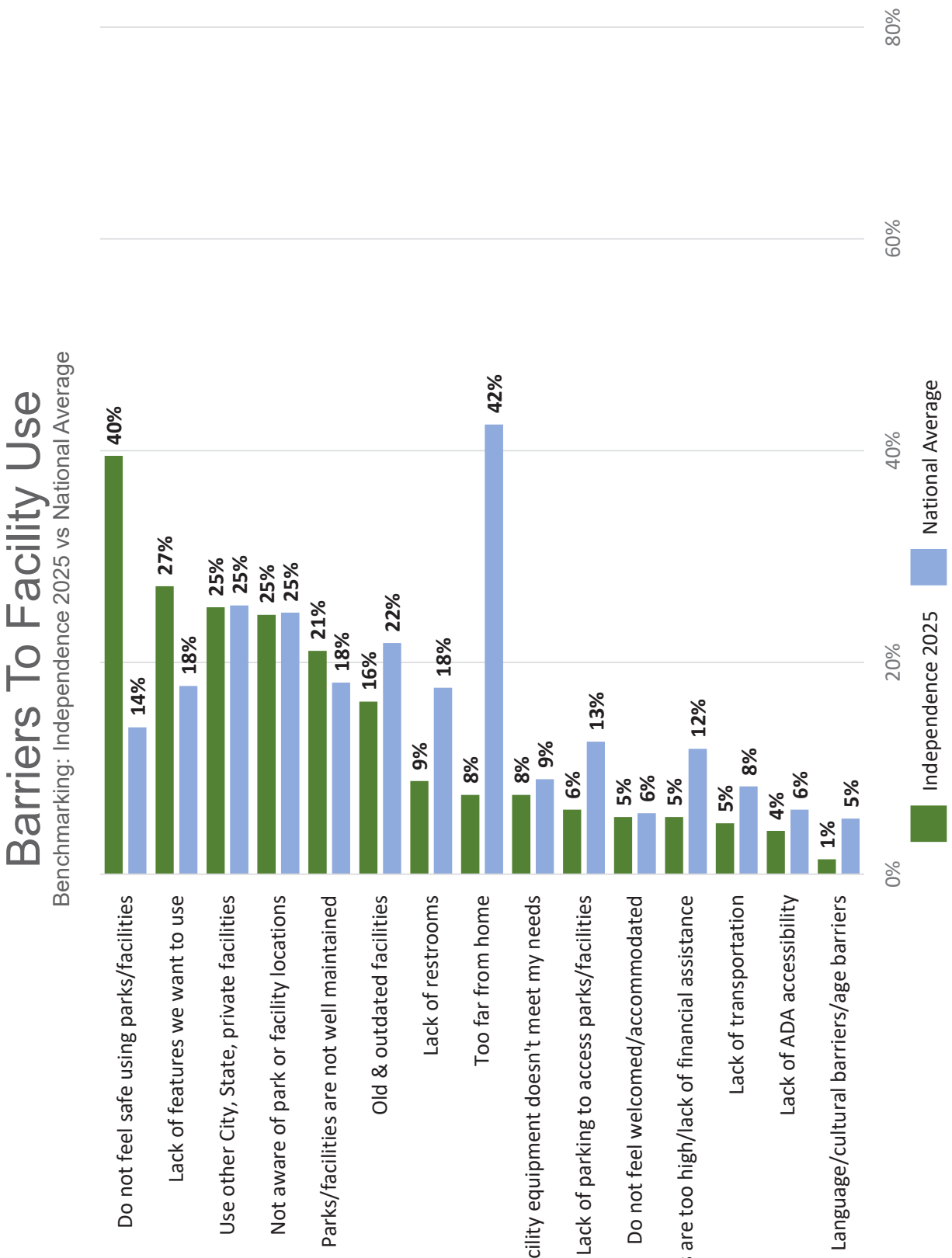

Priority Investment Rating: Top Priorities for Investment for Programs In the City of Independence
High Priority
Medium Priority
Low Priority
Special events 200.0
Adult fitness and wellness programs 187.5
Life skills programs 155.9
Water fitness programs 154.4
Nature programs/environmental education 146.6
Programs for seniors 144.3
Programs that promote local history 135.8
Adult art/dance/performing arts 110.8
Water-based recreation programs 107.5
Youth learn to swim programs 103.4
Dog park programs 100.0
Science/technology programs 94.9
Workforce development for young adults 91.7
Programs for teens 88.2
Youth organized athletic programs and leagues 86.0
Adult organized athletic programs and leagues 85.3
Youth art/dance/performing arts 83.9
Youth fitness and wellness programs 83.1
Adult pickleball lessons and leagues 79.6
School break camps 75.8
Programs for people with disabilities or special needs 70.6
Preschool programs 64.9
Before or after school programs 62.9
Adult learn to swim programs 59.7
Athletic special events 56.8
Child watch at Recreation Center 56.3
Adult tennis lessons and leagues 40.6
Youth pickleball lessons and leagues 34.0
0
50
100
150
200
250

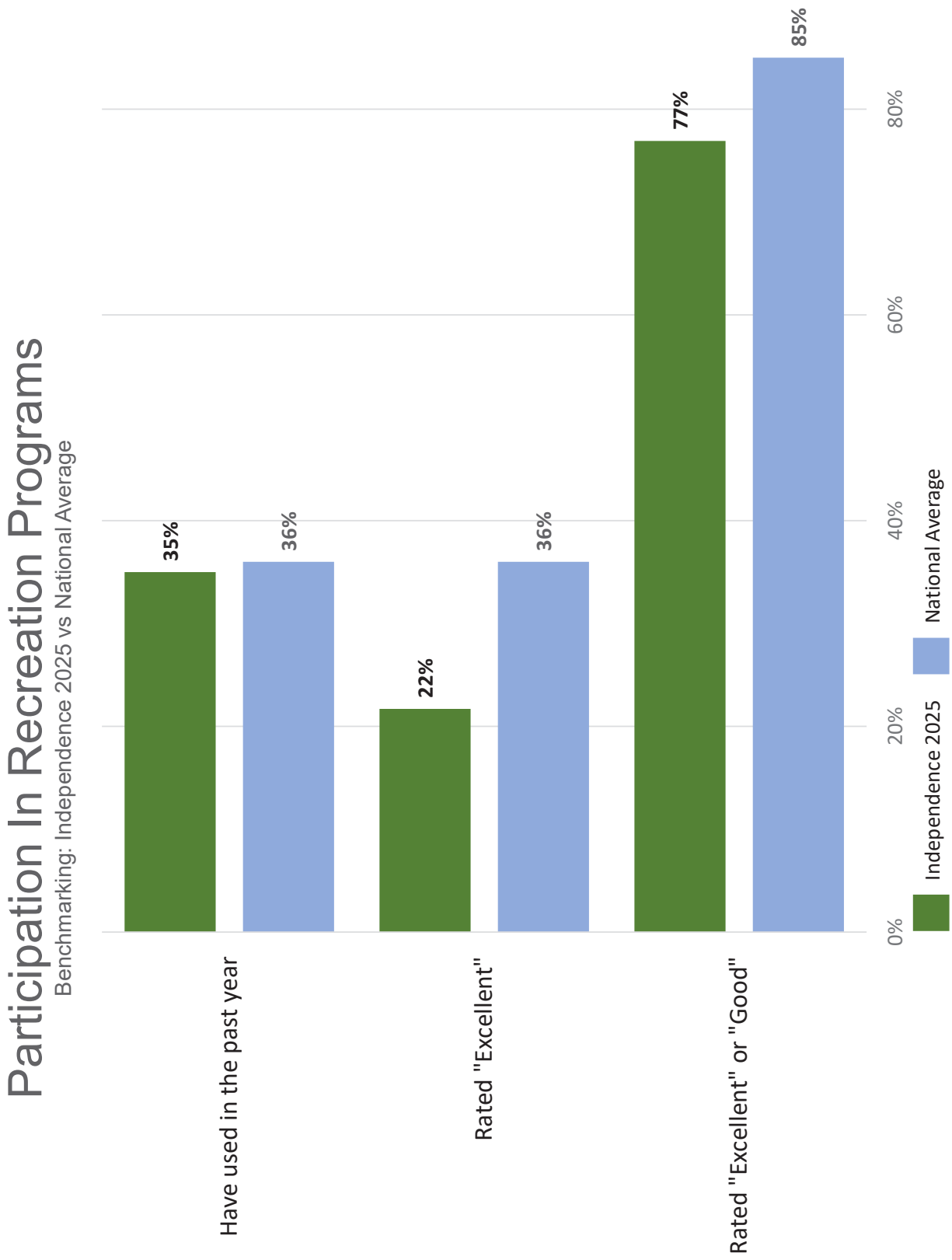
4 National Benchmarks

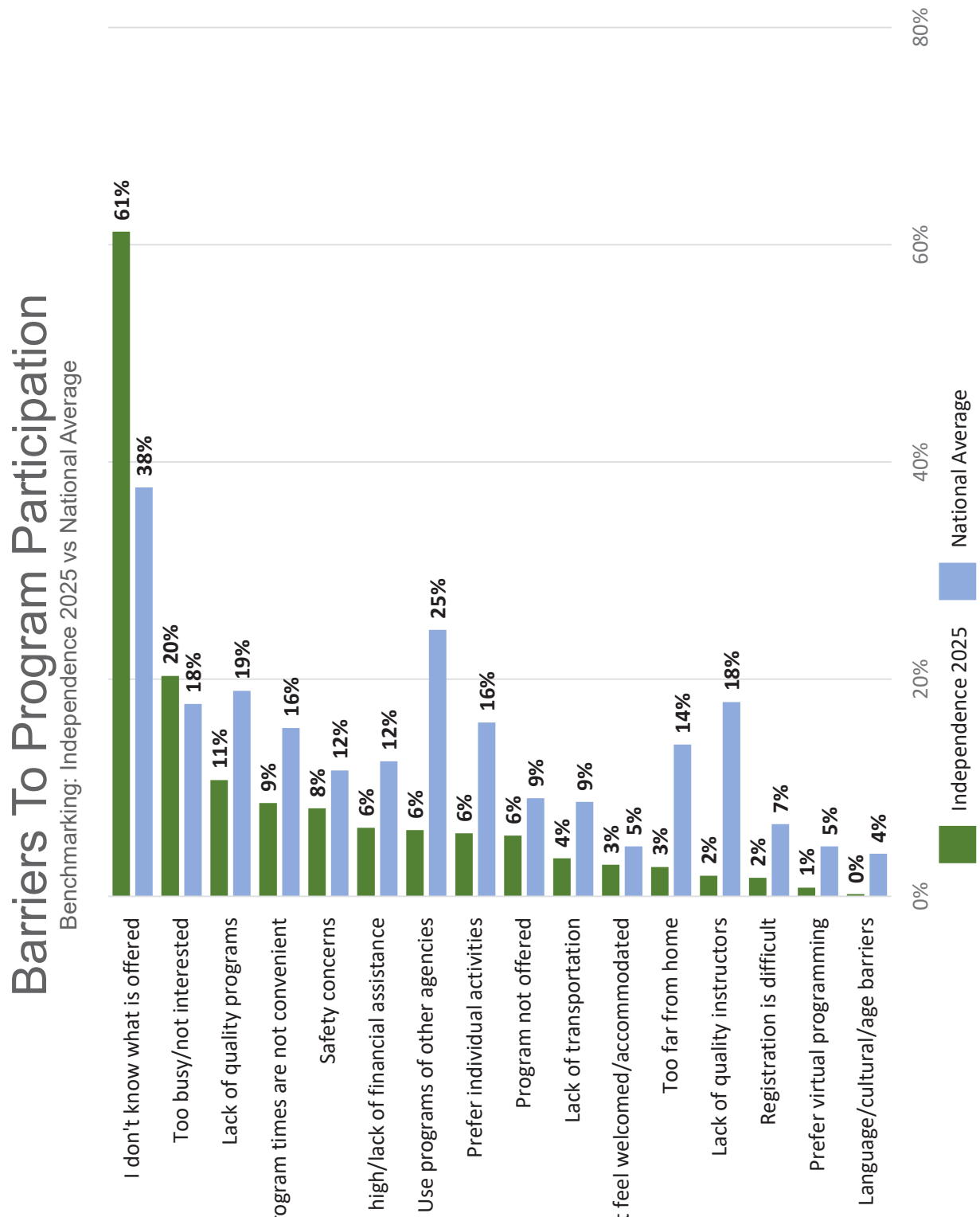
National Benchmarks

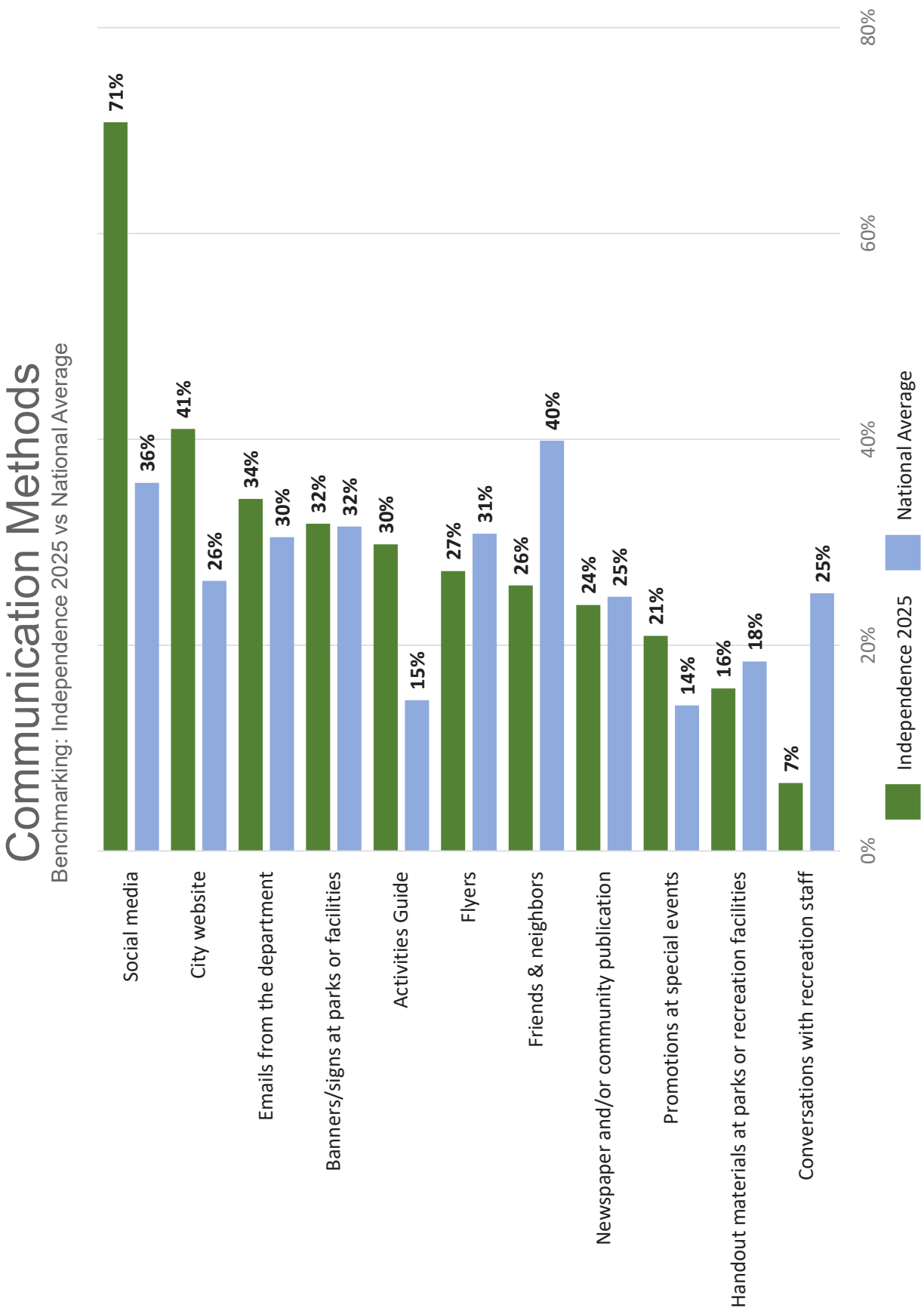
Note: The benchmarking data contained in this report is protected intellectual property. Any reproduction of the benchmarking information in this report by persons or organizations not directly affiliated with City of Santa Monica is not authorized without written consent from ETC Institute.

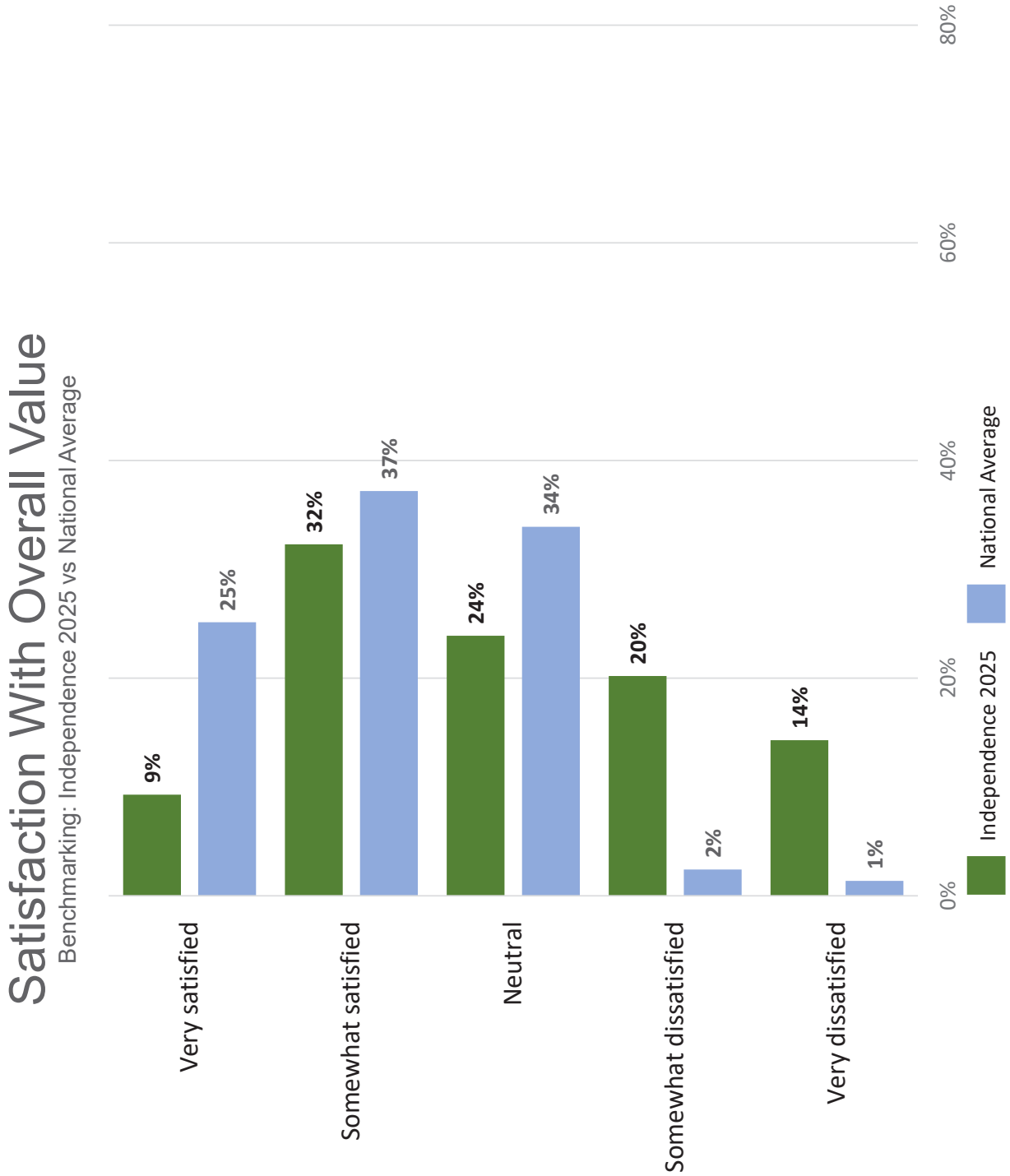

Use Of Recreation Facilities
Benchmarking: Independence 2025 vs National Average
82%
81%
10%
35%
61%
82%
Have used in the past year
Rated "Excellent"
Rated "Excellent" or "Good"
0%
20%
40%
60%
80%
Independence 2025
National Average


Barriers To Facility Use
Benchmarking: Independence 2025 vs National Average
0%
20%
40%
60%
80%
Independence 2025
National Average
Do not feel safe using parks/facilities
40%
14%
Lack of features we want to use
27%
18%
Use other City, State, private facilities
25%
25%
Not aware of park or facility locations
25%
25%
Parks/facilities are not well maintained
21%
18%
Old & outdated facilities
16%
22%
Lack of restrooms
9%
18%
Too far from home
8%
42%
Facility equipment doesn't meet my needs
8%
9%
Lack of parking to access parks/facilities
6%
13%
Do not feel welcomed/accommodated
5%
6%
Fees are too high/lack of financial assistance
5%
12%
Lack of transportation
5%
8%
Lack of ADA accessibility
4%
6%
Language/cultural barriers/age barriers
1%
5%


Participation In Recreation Programs
Benchmarking: Independence 2025 vs National Average
35%
36%
22%
36%
77%
85%
0%
20%
40%
60%
80%
Have used in the past year
Rated "Excellent"
Rated "Excellent" or "Good"
Independence 2025
National Average


Barriers To Program Participation
Benchmarking: Independence 2025 vs National Average
0%
20%
40%
60%
80%
Independence 2025
National Average
I don't know what is offered
61%
38%
Too busy/not interested
20%
18%
Lack of quality programs
11%
19%
Program times are not convenient
9%
16%
Safety concerns
8%
12%
Fees are too high/lack of financial assistance
6%
12%
Use programs of other agencies
6%
25%
Prefer individual activities
6%
16%
Program not offered
6%
9%
Lack of transportation
4%
9%
Do not feel welcomed/accommodated
3%
5%
Too far from home
3%
14%
Lack of quality instructors
2%
18%
Registration is difficult
2%
7%
Prefer virtual programming
1%
5%
Language/cultural/age barriers
0%
4%


Communication Methods
Benchmarking: Independence 2025 vs National Average
0%
20%
40%
60%
80%
Independence 2025
National Average
Social media
71%
36%
City website
41%
26%
Emails from the department
34%
30%
Banners/signs at parks or facilities
32%
32%
Activities Guide
30%
15%
Flyers
27%
31%
Friends & neighbors
26%
40%
Newspaper and/or community publication
24%
25%
Promotions at special events
21%
14%
Handout materials at parks or recreation facilities
16%
18%
Conversations with recreation staff
7%
25%


Satisfaction With Overall Value
Benchmarking: Independence 2025 vs National Average
0%
20%
40%
60%
80%
Independence 2025
National Average
9%
25%
32%
37%
24%
34%
20%
2%
14%
1%
Very satisfied
Somewhat satisfied
Neutral
Somewhat dissatisfied
Very dissatisfied

5 Importance-Satisfaction Analysis

Importance-Satisfaction Analysis
Independence, MO

Overview

Today, City officials have limited resources which need to be targeted to activities that are of the most benefit to their citizens. Two of the most important criteria for decision making are (1) to target resources toward services of the highest importance to citizens; and (2) to target resources toward those services where citizens are the least satisfied.

The Importance-Satisfaction (IS) rating is a unique tool that allows public officials to better understand both of these highly important decision-making criteria for each of the services they are providing. The Importance-Satisfaction rating is based on the concept that public agencies will maximize overall customer satisfaction by emphasizing improvements in those areas where the level of satisfaction is relatively low, and the perceived importance of the service is relatively high.

Methodology

The rating is calculated by summing the percentage of responses for items selected as the first, second, and third most important services for the City to provide. The sum is then multiplied by 1 minus the percentage of respondents who indicated they were positively satisfied with the City's performance in the related area (the sum of the ratings of 4 and 5 on a 5-point scale excluding "Don't Know" responses). "Don't Know" responses are excluded from the calculation to ensure the satisfaction ratings among service categories are comparable. [IS=Importance x (1-Satisfaction)].

Example of the Calculation: Respondents were asked to identify the city services they think are most important for the City to provide. Thirty-six percent (36.2%) of respondents selected availability of information about programs/facilities as one of the most important services for the City to provide.

With regard to satisfaction, 26.8% of respondents surveyed rated the City's overall performance on availability of information about programs/facilities, as a "4" or "5" on a 5-point scale (where "5" means "Very Satisfied") excluding "Don't Know" responses. The I-S rating for availability of information about programs/facilities was calculated by multiplying the sum of the most important percentages by 1 minus the sum of the satisfaction percentages. In this example 36.2% was multiplied by 73.2% (1-0.268). This calculation yielded an I-S rating of 0.2650 which ranked first out of 15 major service categories.

The maximum rating is 1.00 and would be achieved when 100% of the respondents select an item as one of their top three choices to emphasize over the next two years and 0% indicate they are positively satisfied with the delivery of the service.

The lowest rating is 0.00 and could be achieved under either of the following two situations:

- If 100% of the respondents were positively satisfied with the delivery of the service
- If none (0%) of the respondents selected the service as one for the three most important areas for the City to emphasize over the next two years.

Interpreting the Ratings

Ratings that are greater than or equal to 0.20 identify areas that should receive significantly more emphasis over the next two years. Ratings from 0.10 to 0.20 identify service areas that should receive increased emphasis. Ratings less than 0.10 should continue to receive the current level of emphasis.

- Definitely Increase Emphasis (IS>=0.20)
- Increase Current Emphasis (0.10<=IS<0.20)
- Maintain Current Emphasis (IS<0.10)

The results for the City of Independence are provided on the following pages.

2025 Importance-Satisfaction Rating
Independence, Missouri
Major Categories of Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Very High Priority (IS >.20)						
Availability of information about programs/facilities	36%	2	27%	9	0.2650	1
Maintenance of parks	38%	1	31%	6	0.2626	2
Security in city parks and on trails	34%	3	30%	7	0.2352	3
High Priority (IS .10-.20)						
Quality of programs for adults	18%	5	18%	13	0.1494	4
Variety of different types of parks in the city	18%	6	21%	11	0.1399	5
Quality of programs for families with children	17%	7	22%	10	0.1314	6
Variety of programs offered by the city	15%	8	17%	15	0.1286	7
Maintenance of recreation centers	24%	4	52%	1	0.1145	8
Medium Priority (IS <.10)						
The days and times that recreation programs are offered	8%	10	20%	12	0.0653	9
Fees charged for city recreation programs	10%	9	39%	3	0.0615	10
User friendliness of city website	8%	11	33%	5	0.0517	11
Available parking spaces at parks	5%	13	18%	14	0.0420	12
Lighting at sport courts and fields	5%	14	29%	8	0.0356	13
Ease of registering for classes offered by the city	5%	12	52%	2	0.0252	14
Ease of renting/reserving a city facility	3%	15	36%	4	0.0166	15

Note: The I-S Rating is calculated by multiplying the "Most Important" % by (1-'Satisfaction' %)

Most Important %: The "Most Important" percentage represents the sum of the first, second, and third most important responses for each item. Respondents were asked to identify the items they thought should be the City's top priorities.

Satisfaction %: The "Satisfaction" percentage represents the sum of the ratings "5" and "4" excluding 'don't knows.' Respondents ranked their level of satisfaction with each of the items on a scale of 5 to 1 with "5" being Very Satisfied and "1" being Very Dissatisfied.

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6 Tabular Data

Q1. Counting yourself, how many people in your household are...

	Mean	Sum
Under age 5	0.1	114
Ages 5-9	0.2	140
Ages 10-14	0.2	152
Ages 15-19	0.2	131
Ages 20-24	0.1	83
Ages 25-34	0.3	238
Ages 35-44	0.4	328
Ages 45-54	0.4	280
Ages 55-64	0.4	310
Ages 65-79	0.4	277
Ages 80+	0.1	45

Q2. Have you or any members of your household visited any parks or recreation facilities offered by the City of Independence in the last year?

Q2. Have your household members visited any City parks or recreation facilities in last year	Number	Percent
Yes	655	81.7 %
No	147	18.3 %
Total	802	100.0 %

Q2a. Please rate the overall quality of the parks or facilities you have visited.

Q2a. Overall quality of parks or facilities you have visited	Number	Percent
Excellent	66	10.1 %
Good	330	50.4 %
Fair	214	32.7 %
Poor	43	6.6 %
Not provided	2	0.3 %
Total	655	100.0 %

WITHOUT “NOT PROVIDED”

Q2a. Please rate the overall quality of the parks or facilities you have visited. (without "not provided")

Q2a. Overall quality of parks or facilities you have visited	Number	Percent
Excellent	66	10.1 %
Good	330	50.5 %
Fair	214	32.8 %
Poor	43	6.6 %
Total	653	100.0 %

Q2b. If your household has NOT visited any parks and recreation facilities in the last year, please CHECK ALL the following reasons why you did NOT visit.

Q2b. Reasons why your household members have not visited any parks & recreation facilities in last year	Number	Percent
Use other City, State, private facilities	37	25.2 %
Too far from home	11	7.5 %
Not aware of park or facility locations	36	24.5 %
Parks/facilities are not well maintained	31	21.1 %
Old & outdated facilities	24	16.3 %
Lack of features we want to use	40	27.2 %
Lack of parking to access parks/facilities	9	6.1 %
Do not feel safe using parks/facilities	58	39.5 %
Facility equipment doesn't meet my needs	11	7.5 %
Lack of ADA accessibility	6	4.1 %
Do not feel welcomed/accommodated	8	5.4 %
Lack of transportation	7	4.8 %
Lack of restrooms	13	8.8 %
Language/cultural barriers/age barriers	2	1.4 %
Fees are too high/lack of financial assistance	8	5.4 %
Other	23	15.6 %
Total	324	

Q3. Have you or any members of your household visited any City-owned museums and attractions in the City of Independence in the last year?

Q3. Have your household members visited any City-owned museums & attractions in last year	Number	Percent
Yes	315	39.3 %
No	487	60.7 %
Total	802	100.0 %

Q3a. Please CHECK ALL the City-owned museums and attractions you or members of your household have visited.

Q3a. City-owned museums & attractions your household members have visited	Number	Percent
National Frontier Trails Museum	116	36.8 %
MO Model Railroad Museum	50	15.9 %
Bingham-Waggoner Estate	160	50.8 %
1827 Log Courthouse	53	16.8 %
Vaile Mansion	193	61.3 %
Chicago-Alton Depot	58	18.4 %
Other	35	11.1 %
Total	665	

Q3b. Please rate the overall quality of the historic sites you have visited.

Q3b. Overall quality of historic sites you have visited	Number	Percent
Excellent	96	30.5 %
Good	164	52.1 %
Fair	39	12.4 %
Poor	12	3.8 %
Not provided	4	1.3 %
Total	315	100.0 %

WITHOUT "NOT PROVIDED"

Q3b. Please rate the overall quality of the historic sites you have visited. (without "not provided")

Q3b. Overall quality of historic sites you have visited	Number	Percent
Excellent	96	30.9 %
Good	164	52.7 %
Fair	39	12.5 %
Poor	12	3.9 %
Total	311	100.0 %

Q3c. If your household has NOT visited any of the City-owned museums and attractions in the last year, please CHECK ALL of the following reasons why you did NOT visit.

Q3c. Reasons why your household members have not visited City-owned museums & attractions in last year	Number	Percent
Lack of parking	13	2.7 %
Limited accessibility for people with disabilities	14	2.9 %
Inadequate signage or directions	15	3.1 %
High admission fees	49	10.1 %
Limited hours of operation	50	10.3 %
Lack of interest	151	31.0 %
Lack of other attractions nearby to justify the trip	43	8.8 %
I don't know what is offered	212	43.5 %
Safety concerns	40	8.2 %
Do not feel welcomed	14	2.9 %
Lack of transportation	16	3.3 %
Too busy	123	25.3 %
Total	740	

Q4. Have you or any members of your household participated in any parks, and recreation programs or events offered in the past year?

Q4. Have your household members participated in any parks & recreation programs or events offered in past year	Number	Percent
Yes	281	35.0 %
No	521	65.0 %
Total	802	100.0 %

Q4a. Please rate the overall quality of the programs or events you have participated in.

Q4a. Overall quality of programs or events you have participated in	Number	Percent
Excellent	60	21.4 %
Good	153	54.4 %
Fair	56	19.9 %
Poor	8	2.8 %
Not provided	4	1.4 %
Total	281	100.0 %

WITHOUT "NOT PROVIDED"

Q4a. Please rate the overall quality of the programs or events you have participated in. (without "not provided")

Q4a. Overall quality of programs or events you have participated in	Number	Percent
Excellent	60	21.7 %
Good	153	55.2 %
Fair	56	20.2 %
Poor	8	2.9 %
Total	277	100.0 %

Q4b. If your household has NOT participated in any parks and recreation programs or events during the past year, please CHECK ALL the following reasons why you have NOT participated.

Q4b. Reasons why your household members have not participated in any parks & recreation programs or events during past year	Number	Percent
I don't know what is offered	319	61.2 %
Use programs of other agencies	32	6.1 %
Lack of quality instructors	10	1.9 %
Lack of quality programs	56	10.7 %
Prefer individual activities	30	5.8 %
Too far from home	14	2.7 %
Program times are not convenient	45	8.6 %
Safety concerns	42	8.1 %
Prefer virtual programming	4	0.8 %
Fees are too high/lack of financial assistance	33	6.3 %
Do not feel welcomed/accommodated	15	2.9 %
Program not offered	29	5.6 %
Registration is difficult	9	1.7 %
Lack of transportation	18	3.5 %
Too busy/not interested	106	20.3 %
Language/cultural/age barriers	1	0.2 %
Parking issues	16	3.1 %
Lack of new program offerings	55	10.6 %
Total	834	

Attachment 1 2023

Q5. Please CHECK ALL of the providers listed below that you or members of your household use for parks, recreation facilities, historic sites, recreation programs, or events.

Q5. All providers your household members use for parks, recreation facilities, historic sites, recreation programs, or events	Number	Percent
Independence Parks & Recreation	538	67.1 %
KCMO Parks & Recreation	164	20.4 %
Blue Springs Parks & Recreation	324	40.4 %
Lee's Summit Parks & Recreation	280	34.9 %
Raytown Parks & Recreation	35	4.4 %
Jackson County Parks & Rec	364	45.4 %
Other neighboring City/County	134	16.7 %
Private sports clubs	61	7.6 %
Private fitness centers	154	19.2 %
Local school/college/university	111	13.8 %
YMCA	25	3.1 %
Churches/religious organizations	225	28.1 %
Other	32	4.0 %
None of these	72	9.0 %
Total	2519	

WITHOUT “NONE”

Q5. Please CHECK ALL of the providers listed below that you or members of your household use for parks, recreation facilities, historic sites, recreation programs, or events. (without "none")

Q5. All providers your household members use for parks, recreation facilities, historic sites, recreation programs, or events	Number	Percent
Independence Parks & Recreation	538	73.7 %
Jackson County Parks & Rec	364	49.9 %
Blue Springs Parks & Recreation	324	44.4 %
Lee's Summit Parks & Recreation	280	38.4 %
Churches/religious organizations	225	30.8 %
KCMO Parks & Recreation	164	22.5 %
Private fitness centers	154	21.1 %
Other neighboring City/County	134	18.4 %
Local school/college/university	111	15.2 %
Private sports clubs	61	8.4 %
Raytown Parks & Recreation	35	4.8 %
Other	32	4.4 %
YMCA	25	3.4 %
Total	2447	

Q5a. Please CHECK ALL of the parks and recreation activities or amenities you take part in or use that are OUTSIDE of Independence.

Q5a. All parks & recreation activities or amenities you take part in or use that are outside of Independence	Number	Percent
Parks	506	63.1 %
Playgrounds	286	35.7 %
Trails	444	55.4 %
Fitness centers	144	18.0 %
Indoor pools	168	20.9 %
Outdoor pools	269	33.5 %
Spraygrounds	192	23.9 %
Recreation programming	128	16.0 %
Other	46	5.7 %
Total	2183	

Q6. From the following list, please CHECK ALL the ways you currently learn or would like to learn about the Parks and Recreation Department programs, activities, and events.

Q6. Ways you currently learn or would like to learn about Parks & Recreation Department programs, activities, & events	Number	Percent
Banners/signs at parks or facilities	255	31.8 %
Conversations with recreation staff	53	6.6 %
Emails from the department	274	34.2 %
Flyers	218	27.2 %
Friends & neighbors	207	25.8 %
Handout materials at parks or recreation facilities	127	15.8 %
Newspaper and/or community publication	192	23.9 %
Promotions at special events	168	20.9 %
Activities Guide	239	29.8 %
Social media	568	70.8 %
City website	329	41.0 %
Neighborhood mailer	318	39.7 %
Other	21	2.6 %
Total	2969	

Q7. Which THREE of the sources of communication from the list in Question 6 do you MOST PREFER TO get information about the Parks and Recreation Department programs, activities, and events?

Q7. Top choice	Number	Percent
Banners/signs at parks or facilities	30	3.7 %
Conversations with recreation staff	5	0.6 %
Emails from the department	142	17.7 %
Flyers	36	4.5 %
Friends & neighbors	28	3.5 %
Handout materials at parks or recreation facilities	7	0.9 %
Newspaper and/or community publication	32	4.0 %
Promotions at special events	9	1.1 %
Activities Guide	46	5.7 %
Social media	279	34.8 %
City website	47	5.9 %
Neighborhood mailer	101	12.6 %
None chosen	40	5.0 %
Total	802	100.0 %

Q7. Which THREE of the sources of communication from the list in Question 6 do you MOST PREFER TO get information about the Parks and Recreation Department programs, activities, and events?

Q7. 2nd choice	Number	Percent
Banners/signs at parks or facilities	43	5.4 %
Conversations with recreation staff	8	1.0 %
Emails from the department	80	10.0 %
Flyers	37	4.6 %
Friends & neighbors	28	3.5 %
Handout materials at parks or recreation facilities	11	1.4 %
Newspaper and/or community publication	49	6.1 %
Promotions at special events	26	3.2 %
Activities Guide	74	9.2 %
Social media	159	19.8 %
City website	108	13.5 %
Neighborhood mailer	97	12.1 %
None chosen	82	10.2 %
Total	802	100.0 %

Q7. Which THREE of the sources of communication from the list in Question 6 do you MOST PREFER TO get information about the Parks and Recreation Department programs, activities, and events?

Q7. 3rd choice	Number	Percent
Banners/signs at parks or facilities	75	9.4 %
Conversations with recreation staff	10	1.2 %
Emails from the department	53	6.6 %
Flyers	54	6.7 %
Friends & neighbors	35	4.4 %
Handout materials at parks or recreation facilities	31	3.9 %
Newspaper and/or community publication	34	4.2 %
Promotions at special events	16	2.0 %
Activities Guide	77	9.6 %
Social media	92	11.5 %
City website	105	13.1 %
Neighborhood mailer	87	10.8 %
None chosen	133	16.6 %
Total	802	100.0 %

Q7. Which THREE of the sources of communication from the list in Question 6 do you MOST PREFER TO get information about the Parks and Recreation Department programs, activities, and events? (top 3)

Q7. Top choice	Number	Percent
Banners/signs at parks or facilities	148	18.5 %
Conversations with recreation staff	23	2.9 %
Emails from the department	275	34.3 %
Flyers	127	15.8 %
Friends & neighbors	91	11.3 %
Handout materials at parks or recreation facilities	49	6.1 %
Newspaper and/or community publication	115	14.3 %
Promotions at special events	51	6.4 %
Activities Guide	197	24.6 %
Social media	530	66.1 %
City website	260	32.4 %
Neighborhood mailer	285	35.5 %
None chosen	40	5.0 %
Total	2191	

Q8. A variety of recreation facilities and amenities are listed below that are already offered in the community or may be offered in the future. Please indicate how well your needs for each facility or amenity are met on a scale of 4 to 1, where 4 means your needs are "Fully Met" and 1 means your needs are "Not Met" at all.

(N=802)

	Fully met	Mostly met	Partly met	Not met	No need
Q8-1. ADA accessible/inclusive play features & park structures	6.4%	9.0%	13.7%	5.0%	66.0%
Q8-2. Community recreation building/ space	8.2%	17.1%	21.6%	17.5%	35.7%
Q8-3. Diamond sports fields (e.g., baseball, softball)	7.9%	11.1%	10.2%	6.1%	64.7%
Q8-4. Rectangular sports fields (e.g., soccer, football, lacrosse)	7.4%	9.0%	11.5%	8.9%	63.3%
Q8-5. Disc golf courses	4.6%	5.0%	10.2%	11.0%	69.2%
Q8-6. Extreme sports (e.g., skate/bike parks/pump tracks)	2.9%	4.4%	9.0%	12.7%	71.1%
Q8-7. Indoor fitness & wellness spaces	5.9%	12.1%	23.7%	26.8%	31.5%
Q8-8. Indoor pickleball courts	3.7%	4.1%	9.0%	19.7%	63.5%
Q8-9. Indoor pool space	5.4%	7.1%	13.7%	39.0%	34.8%
Q8-10. Indoor warm water pool for therapy & swim lessons	4.7%	4.6%	10.0%	41.8%	38.9%
Q8-11. Indoor sport courts practice & game facilities	3.4%	3.4%	11.6%	21.1%	60.6%
Q8-12. Outdoor fitness equipment	3.4%	4.7%	13.7%	24.1%	54.1%
Q8-13. Outdoor basketball courts	4.1%	6.4%	10.7%	13.7%	65.1%
Q8-14. Outdoor pickleball courts	3.4%	4.2%	10.2%	18.6%	63.6%
Q8-15. Outdoor pool/aquatics	3.4%	1.7%	3.1%	56.9%	34.9%
Q8-16. Splash pads/interactive water play or features	7.1%	9.5%	19.3%	19.1%	45.0%
Q8-17. Outdoor tennis courts	6.1%	9.9%	11.8%	7.9%	64.3%

Q8. A variety of recreation facilities and amenities are listed below that are already offered in the community or may be offered in the future. Please indicate how well your needs for each facility or amenity are met on a scale of 4 to 1, where 4 means your needs are "Fully Met" and 1 means your needs are "Not Met" at all.

	Fully met	Mostly met	Partly met	Not met	No need
Q8-18. Neighborhood parks	13.0%	25.3%	28.9%	15.7%	17.1%
Q8-19. Large community parks	11.1%	19.7%	29.1%	18.6%	21.6%
Q8-20. Off-leash dog parks	4.5%	6.6%	14.2%	18.1%	56.6%
Q8-21. Open green space	7.6%	15.6%	23.7%	19.1%	34.0%
Q8-22. Motorized boat launches	2.5%	3.0%	4.1%	12.1%	78.3%
Q8-23. Non-motorized boat launches (e.g., paddleboards, canoes, kayaks)	2.5%	3.0%	6.2%	20.9%	67.3%
Q8-24. Fishing areas	4.6%	9.1%	17.7%	18.7%	49.9%
Q8-25. Natural areas/conservation areas	9.0%	18.7%	28.6%	18.1%	25.7%
Q8-26. Museums and/or historic sites	16.7%	27.8%	24.7%	6.5%	24.3%
Q8-27. Paved trails for bikes & pedestrians that connect parks	7.1%	16.2%	26.6%	25.1%	25.1%
Q8-28. Paved walking trails within parks	9.1%	23.6%	31.8%	17.0%	18.6%
Q8-29. Unpaved hiking trails within parks	5.5%	16.2%	25.9%	17.7%	34.7%
Q8-30. Picnic areas & park shelters	10.6%	25.8%	28.3%	10.7%	24.6%
Q8-31. Playground areas	9.6%	20.9%	22.4%	8.5%	38.5%
Q8-32. eSports/gaming space	1.6%	1.6%	4.0%	13.2%	79.6%
Q8-33. Teen indoor & outdoor activity areas	1.6%	2.7%	7.4%	25.1%	63.2%
Q8-34. Senior indoor & outdoor activity areas	4.7%	8.9%	20.1%	20.8%	45.5%
Q8-35. Other	0.4%	0.4%	0.6%	3.7%	94.9%

WITHOUT "NO NEED"

Q8. A variety of recreation facilities and amenities are listed below that are already offered in the community or may be offered in the future. Please indicate how well your needs for each facility or amenity are met on a scale of 4 to 1, where 4 means your needs are "Fully Met" and 1 means your needs are "Not Met" at all. (without "no need")

(N=802)

	Fully met	Mostly met	Partly met	Not met
Q8-1. ADA accessible/inclusive play features & park structures	18.7%	26.4%	40.3%	14.7%
Q8-2. Community recreation building/ space	12.8%	26.6%	33.5%	27.1%
Q8-3. Diamond sports fields (e.g., baseball, softball)	22.3%	31.4%	29.0%	17.3%
Q8-4. Rectangular sports fields (e.g., soccer, football, lacrosse)	20.1%	24.5%	31.3%	24.1%
Q8-5. Disc golf courses	15.0%	16.2%	33.2%	35.6%
Q8-6. Extreme sports (e.g., skate/bike parks/pump tracks)	9.9%	15.1%	31.0%	44.0%
Q8-7. Indoor fitness & wellness spaces	8.6%	17.7%	34.6%	39.2%
Q8-8. Indoor pickleball courts	10.2%	11.3%	24.6%	53.9%
Q8-9. Indoor pool space	8.2%	10.9%	21.0%	59.8%
Q8-10. Indoor warm water pool for therapy & swim lessons	7.8%	7.6%	16.3%	68.4%
Q8-11. Indoor sport courts practice & game facilities	8.5%	8.5%	29.4%	53.5%
Q8-12. Outdoor fitness equipment	7.3%	10.3%	29.9%	52.4%
Q8-13. Outdoor basketball courts	11.8%	18.2%	30.7%	39.3%
Q8-14. Outdoor pickleball courts	9.2%	11.6%	28.1%	51.0%
Q8-15. Outdoor pool/aquatics	5.2%	2.7%	4.8%	87.4%
Q8-16. Splash pads/interactive water play or features	12.9%	17.2%	35.1%	34.7%
Q8-17. Outdoor tennis courts	17.1%	27.6%	33.2%	22.0%

WITHOUT "NO NEED"

Q8. A variety of recreation facilities and amenities are listed below that are already offered in the community or may be offered in the future. Please indicate how well your needs for each facility or amenity are met on a scale of 4 to 1, where 4 means your needs are "Fully Met" and 1 means your needs are "Not Met" at all. (without "no need")

	Fully met	Mostly met	Partly met	Not met
Q8-18. Neighborhood parks	15.6%	30.5%	34.9%	18.9%
Q8-19. Large community parks	14.1%	25.1%	37.0%	23.7%
Q8-20. Off-leash dog parks	10.3%	15.2%	32.8%	41.7%
Q8-21. Open green space	11.5%	23.6%	35.9%	28.9%
Q8-22. Motorized boat launches	11.5%	13.8%	19.0%	55.7%
Q8-23. Non-motorized boat launches (e. g., paddleboards, canoes, kayaks)	7.6%	9.2%	19.1%	64.1%
Q8-24. Fishing areas	9.2%	18.2%	35.3%	37.3%
Q8-25. Natural areas/conservation areas	12.1%	25.2%	38.4%	24.3%
Q8-26. Museums and/or historic sites	22.1%	36.7%	32.6%	8.6%
Q8-27. Paved trails for bikes & pedestrians that connect parks	9.5%	21.6%	35.4%	33.4%
Q8-28. Paved walking trails within parks	11.2%	28.9%	39.1%	20.8%
Q8-29. Unpaved hiking trails within parks	8.4%	24.8%	39.7%	27.1%
Q8-30. Picnic areas & park shelters	14.0%	34.2%	37.5%	14.2%
Q8-31. Playground areas	15.6%	34.1%	36.5%	13.8%
Q8-32. eSports/gaming space	7.9%	7.9%	19.5%	64.6%
Q8-33. Teen indoor & outdoor activity areas	4.4%	7.5%	20.0%	68.1%
Q8-34. Senior indoor & outdoor activity areas	8.7%	16.2%	36.8%	38.2%
Q8-35. Other	7.3%	7.3%	12.2%	73.2%

Q9. Which FOUR facilities/amenities from the list in Question 8 are MOST IMPORTANT to your household?

Q9. Top choice	Number	Percent
ADA accessible/inclusive play features & park structures	44	5.5 %
Community recreation building/space	43	5.4 %
Diamond sports fields (e.g., baseball, softball)	15	1.9 %
Rectangular sports fields (e.g., soccer, football, lacrosse)	16	2.0 %
Disc golf courses	14	1.7 %
Extreme sports (e.g., skate/bike parks/pump tracks)	6	0.7 %
Indoor fitness & wellness spaces	48	6.0 %
Indoor pickleball courts	23	2.9 %
Indoor pool space	52	6.5 %
Indoor warm water pool for therapy & swim lessons	45	5.6 %
Indoor sport courts practice & game facilities	1	0.1 %
Outdoor fitness equipment	3	0.4 %
Outdoor basketball courts	2	0.2 %
Outdoor pickleball courts	7	0.9 %
Outdoor pool/aquatics	109	13.6 %
Splash pads/interactive water play or features	28	3.5 %
Outdoor tennis courts	1	0.1 %
Neighborhood parks	35	4.4 %
Large community parks	11	1.4 %
Off-leash dog parks	25	3.1 %
Open green space	6	0.7 %
Motorized boat launches	2	0.2 %
Non-motorized boat launches (e.g., paddleboards, canoes, kayaks)	5	0.6 %
Fishing areas	10	1.2 %
Natural areas/conservation areas	19	2.4 %
Museums and/or historic sites	20	2.5 %
Paved trails for bikes & pedestrians that connect parks	32	4.0 %
Paved walking trails within parks	26	3.2 %
Unpaved hiking trails within parks	22	2.7 %
Picnic areas & park shelters	6	0.7 %
Playground areas	14	1.7 %
eSports/gaming space	1	0.1 %
Teen indoor & outdoor activity areas	10	1.2 %
Senior indoor & outdoor activity areas	25	3.1 %
None chosen	76	9.5 %
Total	802	100.0 %

Q9. Which FOUR facilities/amenities from the list in Question 8 are MOST IMPORTANT to your household?

Q9. 2nd choice	Number	Percent
ADA accessible/inclusive play features & park structures	12	1.5 %
Community recreation building/space	28	3.5 %
Diamond sports fields (e.g., baseball, softball)	7	0.9 %
Rectangular sports fields (e.g., soccer, football, lacrosse)	14	1.7 %
Disc golf courses	6	0.7 %
Extreme sports (e.g., skate/bike parks/pump tracks)	2	0.2 %
Indoor fitness & wellness spaces	37	4.6 %
Indoor pickleball courts	18	2.2 %
Indoor pool space	61	7.6 %
Indoor warm water pool for therapy & swim lessons	62	7.7 %
Indoor sport courts practice & game facilities	3	0.4 %
Outdoor fitness equipment	3	0.4 %
Outdoor basketball courts	3	0.4 %
Outdoor pickleball courts	18	2.2 %
Outdoor pool/aquatics	78	9.7 %
Splash pads/interactive water play or features	31	3.9 %
Outdoor tennis courts	6	0.7 %
Neighborhood parks	54	6.7 %
Large community parks	23	2.9 %
Off-leash dog parks	17	2.1 %
Open green space	5	0.6 %
Motorized boat launches	2	0.2 %
Non-motorized boat launches (e.g., paddleboards, canoes, kayaks)	7	0.9 %
Fishing areas	16	2.0 %
Natural areas/conservation areas	28	3.5 %
Museums and/or historic sites	23	2.9 %
Paved trails for bikes & pedestrians that connect parks	34	4.2 %
Paved walking trails within parks	41	5.1 %
Unpaved hiking trails within parks	22	2.7 %
Picnic areas & park shelters	8	1.0 %
Playground areas	12	1.5 %
eSports/gaming space	1	0.1 %
Teen indoor & outdoor activity areas	11	1.4 %
Senior indoor & outdoor activity areas	10	1.2 %
None chosen	99	12.3 %
Total	802	100.0 %

Q9. Which FOUR facilities/amenities from the list in Question 8 are MOST IMPORTANT to your household?

Q9. 3rd choice	Number	Percent
ADA accessible/inclusive play features & park structures	5	0.6 %
Community recreation building/space	24	3.0 %
Diamond sports fields (e.g., baseball, softball)	7	0.9 %
Rectangular sports fields (e.g., soccer, football, lacrosse)	8	1.0 %
Disc golf courses	5	0.6 %
Extreme sports (e.g., skate/bike parks/pump tracks)	6	0.7 %
Indoor fitness & wellness spaces	35	4.4 %
Indoor pickleball courts	12	1.5 %
Indoor pool space	36	4.5 %
Indoor warm water pool for therapy & swim lessons	36	4.5 %
Indoor sport courts practice & game facilities	9	1.1 %
Outdoor fitness equipment	7	0.9 %
Outdoor basketball courts	2	0.2 %
Outdoor pickleball courts	8	1.0 %
Outdoor pool/aquatics	67	8.4 %
Splash pads/interactive water play or features	27	3.4 %
Outdoor tennis courts	2	0.2 %
Neighborhood parks	58	7.2 %
Large community parks	27	3.4 %
Off-leash dog parks	24	3.0 %
Open green space	21	2.6 %
Motorized boat launches	3	0.4 %
Non-motorized boat launches (e.g., paddleboards, canoes, kayaks)	3	0.4 %
Fishing areas	21	2.6 %
Natural areas/conservation areas	28	3.5 %
Museums and/or historic sites	21	2.6 %
Paved trails for bikes & pedestrians that connect parks	36	4.5 %
Paved walking trails within parks	37	4.6 %
Unpaved hiking trails within parks	20	2.5 %
Picnic areas & park shelters	16	2.0 %
Playground areas	22	2.7 %
eSports/gaming space	2	0.2 %
Teen indoor & outdoor activity areas	16	2.0 %
Senior indoor & outdoor activity areas	30	3.7 %
None chosen	121	15.1 %
Total	802	100.0 %

Q9. Which FOUR facilities/amenities from the list in Question 8 are MOST IMPORTANT to your household?

Q9. 4th choice	Number	Percent
ADA accessible/inclusive play features & park structures	4	0.5 %
Community recreation building/space	17	2.1 %
Diamond sports fields (e.g., baseball, softball)	11	1.4 %
Rectangular sports fields (e.g., soccer, football, lacrosse)	5	0.6 %
Disc golf courses	9	1.1 %
Extreme sports (e.g., skate/bike parks/pump tracks)	6	0.7 %
Indoor fitness & wellness spaces	29	3.6 %
Indoor pickleball courts	7	0.9 %
Indoor pool space	31	3.9 %
Indoor warm water pool for therapy & swim lessons	25	3.1 %
Indoor sport courts practice & game facilities	8	1.0 %
Outdoor fitness equipment	6	0.7 %
Outdoor basketball courts	6	0.7 %
Outdoor pickleball courts	11	1.4 %
Outdoor pool/aquatics	26	3.2 %
Splash pads/interactive water play or features	21	2.6 %
Outdoor tennis courts	3	0.4 %
Neighborhood parks	47	5.9 %
Large community parks	31	3.9 %
Off-leash dog parks	14	1.7 %
Open green space	21	2.6 %
Non-motorized boat launches (e.g., paddleboards, canoes, kayaks)	8	1.0 %
Fishing areas	24	3.0 %
Natural areas/conservation areas	36	4.5 %
Museums and/or historic sites	21	2.6 %
Paved trails for bikes & pedestrians that connect parks	26	3.2 %
Paved walking trails within parks	43	5.4 %
Unpaved hiking trails within parks	20	2.5 %
Picnic areas & park shelters	14	1.7 %
Playground areas	29	3.6 %
eSports/gaming space	2	0.2 %
Teen indoor & outdoor activity areas	17	2.1 %
Senior indoor & outdoor activity areas	32	4.0 %
None chosen	192	23.9 %
Total	802	100.0 %

Q9. Which FOUR facilities/amenities from the list in Question 8 are MOST IMPORTANT to your household? (top 4)

Q9. Top choice	Number	Percent
ADA accessible/inclusive play features & park structures	65	8.1 %
Community recreation building/space	112	14.0 %
Diamond sports fields (e.g., baseball, softball)	40	5.0 %
Rectangular sports fields (e.g., soccer, football, lacrosse)	43	5.4 %
Disc golf courses	34	4.2 %
Extreme sports (e.g., skate/bike parks/pump tracks)	20	2.5 %
Indoor fitness & wellness spaces	149	18.6 %
Indoor pickleball courts	60	7.5 %
Indoor pool space	180	22.4 %
Indoor warm water pool for therapy & swim lessons	168	20.9 %
Indoor sport courts practice & game facilities	21	2.6 %
Outdoor fitness equipment	19	2.4 %
Outdoor basketball courts	13	1.6 %
Outdoor pickleball courts	44	5.5 %
Outdoor pool/aquatics	280	34.9 %
Splash pads/interactive water play or features	107	13.3 %
Outdoor tennis courts	12	1.5 %
Neighborhood parks	194	24.2 %
Large community parks	92	11.5 %
Off-leash dog parks	80	10.0 %
Open green space	53	6.6 %
Motorized boat launches	7	0.9 %
Non-motorized boat launches (e.g., paddleboards, canoes, kayaks)	23	2.9 %
Fishing areas	71	8.9 %
Natural areas/conservation areas	111	13.8 %
Museums and/or historic sites	85	10.6 %
Paved trails for bikes & pedestrians that connect parks	128	16.0 %
Paved walking trails within parks	147	18.3 %
Unpaved hiking trails within parks	84	10.5 %
Picnic areas & park shelters	44	5.5 %
Playground areas	77	9.6 %
eSports/gaming space	6	0.7 %
Teen indoor & outdoor activity areas	54	6.7 %
Senior indoor & outdoor activity areas	97	12.1 %
None chosen	76	9.5 %
Total	2796	

Q10. A variety of recreation programs and activities are listed below that are already offered in the community or may be offered in the future. Please indicate how well your needs for each program or activity are met on a scale of 4 to 1, where 4 means your needs are "Fully Met" and 1 means your needs are "Not Met" at all.

(N=802)

	Fully met	Mostly met	Partly met	Not met	No need
Q10-1. Adult art/dance/performing arts	4.6%	6.1%	14.7%	19.2%	55.4%
Q10-2. Adult fitness & wellness programs	4.4%	9.1%	27.8%	24.8%	33.9%
Q10-3. Adult learn to swim programs	1.9%	2.1%	4.6%	20.7%	70.7%
Q10-4. Adult organized athletic programs & leagues	2.5%	2.6%	10.1%	23.4%	61.3%
Q10-5. Adult pickleball lessons & leagues	2.4%	3.1%	7.6%	19.1%	67.8%
Q10-6. Adult tennis lessons & leagues	1.4%	1.6%	5.1%	14.0%	77.9%
Q10-7. Youth art/dance/performing arts	2.7%	4.9%	11.2%	16.7%	64.5%
Q10-8. Youth fitness & wellness programs	1.9%	1.9%	8.0%	22.7%	65.6%
Q10-9. Youth learn to swim programs	2.2%	2.7%	8.0%	25.4%	61.6%
Q10-10. Youth organized athletic programs & leagues	3.4%	6.6%	12.5%	15.0%	62.6%
Q10-11. Youth pickleball lessons & leagues	1.4%	1.2%	3.0%	13.1%	81.3%
Q10-12. Preschool programs	2.9%	3.6%	7.6%	15.1%	70.8%
Q10-13. Before or after school programs	3.4%	4.9%	8.2%	14.3%	69.2%
Q10-14. School break camps (fall/spring/ summer)	2.2%	2.4%	6.2%	21.6%	67.6%
Q10-15. Programs for teens	1.6%	1.4%	5.4%	25.4%	66.2%
Q10-16. Programs for seniors	3.7%	8.1%	18.3%	20.3%	49.5%
Q10-17. Programs for people with disabilities or special needs	1.6%	2.6%	7.6%	18.1%	70.1%
Q10-18. Dog park programs	2.4%	3.5%	9.1%	23.7%	61.3%

Q10. A variety of recreation programs and activities are listed below that are already offered in the community or may be offered in the future. Please indicate how well your needs for each program or activity are met on a scale of 4 to 1, where 4 means your needs are "Fully Met" and 1 means your needs are "Not Met" at all.

	Fully met	Mostly met	Partly met	Not met	No need
Q10-19. Life skills programs (e.g., culinary, sewing, crocheting, public speaking, car repair)	1.7%	2.7%	13.6%	36.7%	45.3%
Q10-20. Nature programs/environmental education	3.9%	8.2%	23.6%	26.8%	37.5%
Q10-21. Programs that promote local history	5.7%	12.8%	26.9%	18.7%	35.8%
Q10-22. Science/technology programs (i. e., kids outdoor science programs, computer classes)	2.2%	1.9%	12.5%	28.4%	55.0%
Q10-23. Water fitness programs	2.9%	2.6%	9.6%	41.9%	43.0%
Q10-24. Water-based recreation programs (e.g., sailing, kayaking)	2.6%	0.9%	6.0%	36.8%	53.7%
Q10-25. Workforce development for young adults (e.g. financial literacy, environmental stewardship, job readiness, youth development & leadership)	2.1%	1.0%	7.1%	30.2%	59.6%
Q10-26. Athletic special events (e.g., cross-country or running races)	2.2%	2.5%	8.0%	19.3%	68.0%
Q10-27. Special events (e.g., concerts, movies, farmers market & cultural events)	4.9%	15.3%	34.9%	20.1%	24.8%
Q10-28. Child watch at Recreation Center (while working out in center)	1.7%	0.7%	5.4%	18.8%	73.3%
Q10-29. Other	0.4%	0.0%	0.5%	1.9%	97.3%

WITHOUT "NO NEED"

Q10. A variety of recreation programs and activities are listed below that are already offered in the community or may be offered in the future. Please indicate how well your needs for each program or activity are met on a scale of 4 to 1, where 4 means your needs are "Fully Met" and 1 means your needs are "Not Met" at all. (without "no need")

(N=802)

	Fully met	Mostly met	Partly met	Not met
Q10-1. Adult art/dance/performing arts	10.3%	13.7%	33.0%	43.0%
Q10-2. Adult fitness & wellness programs	6.6%	13.8%	42.1%	37.5%
Q10-3. Adult learn to swim programs	6.4%	7.2%	15.7%	70.6%
Q10-4. Adult organized athletic programs & leagues	6.5%	6.8%	26.1%	60.6%
Q10-5. Adult pickleball lessons & leagues	7.4%	9.7%	23.6%	59.3%
Q10-6. Adult tennis lessons & leagues	6.2%	7.3%	23.2%	63.3%
Q10-7. Youth art/dance/performing arts	7.7%	13.7%	31.6%	47.0%
Q10-8. Youth fitness & wellness programs	5.4%	5.4%	23.2%	65.9%
Q10-9. Youth learn to swim programs	5.8%	7.1%	20.8%	66.2%
Q10-10. Youth organized athletic programs & leagues	9.0%	17.7%	33.3%	40.0%
Q10-11. Youth pickleball lessons & leagues	7.3%	6.7%	16.0%	70.0%
Q10-12. Preschool programs	9.8%	12.4%	26.1%	51.7%
Q10-13. Before or after school programs	10.9%	15.8%	26.7%	46.6%
Q10-14. School break camps (fall/spring/ summer)	6.9%	7.3%	19.2%	66.5%
Q10-15. Programs for teens	4.8%	4.1%	15.9%	75.3%
Q10-16. Programs for seniors	7.4%	16.0%	36.3%	40.2%
Q10-17. Programs for people with disabilities or special needs	5.4%	8.8%	25.4%	60.4%
Q10-18. Dog park programs	6.1%	9.0%	23.5%	61.3%

WITHOUT "NO NEED"

Q10. A variety of recreation programs and activities are listed below that are already offered in the community or may be offered in the future. Please indicate how well your needs for each program or activity are met on a scale of 4 to 1, where 4 means your needs are "Fully Met" and 1 means your needs are "Not Met" at all. (without "no need")

	Fully met	Mostly met	Partly met	Not met
Q10-19. Life skills programs (e.g., culinary, sewing, crocheting, public speaking, car repair)	3.2%	5.0%	24.8%	67.0%
Q10-20. Nature programs/environmental education	6.2%	13.2%	37.7%	42.9%
Q10-21. Programs that promote local history	8.9%	20.0%	41.9%	29.1%
Q10-22. Science/technology programs (i. e., kids outdoor science programs, computer classes)	5.0%	4.2%	27.7%	63.2%
Q10-23. Water fitness programs	5.0%	4.6%	16.8%	73.5%
Q10-24. Water-based recreation programs (e.g., sailing, kayaking)	5.7%	1.9%	12.9%	79.5%
Q10-25. Workforce development for young adults (e.g. financial literacy, environmental stewardship, job readiness, youth development & leadership)	5.2%	2.5%	17.6%	74.7%
Q10-26. Athletic special events (e.g., cross-country or running races)	7.0%	7.8%	24.9%	60.3%
Q10-27. Special events (e.g., concerts, movies, farmers market & cultural events)	6.5%	20.4%	46.4%	26.7%
Q10-28. Child watch at Recreation Center (while working out in center)	6.5%	2.8%	20.1%	70.6%
Q10-29. Other	13.6%	0.0%	18.2%	68.2%

Q11. Which FOUR programs from the list in Question 10 are MOST IMPORTANT to your household?

Q11. Top choice	Number	Percent
Adult art/dance/performing arts	55	6.9 %
Adult fitness & wellness programs	105	13.1 %
Adult learn to swim programs	10	1.2 %
Adult organized athletic programs & leagues	14	1.7 %
Adult pickleball lessons & leagues	26	3.2 %
Adult tennis lessons & leagues	3	0.4 %
Youth art/dance/performing arts	22	2.7 %
Youth fitness & wellness programs	14	1.7 %
Youth learn to swim programs	40	5.0 %
Youth organized athletic programs & leagues	30	3.7 %
Youth pickleball lessons & leagues	1	0.1 %
Preschool programs	14	1.7 %
Before or after school programs	7	0.9 %
School break camps (fall/spring/summer)	7	0.9 %
Programs for teens	23	2.9 %
Programs for seniors	47	5.9 %
Programs for people with disabilities or special needs	13	1.6 %
Dog park programs	40	5.0 %
Life skills programs (e.g., culinary, sewing, crocheting, public speaking, car repair)	23	2.9 %
Nature programs/environmental education	30	3.7 %
Programs that promote local history	33	4.1 %
Science/technology programs (i.e., kids outdoor science programs, computer classes)	9	1.1 %
Water fitness programs	33	4.1 %
Water-based recreation programs (e.g., sailing, kayaking)	12	1.5 %
Workforce development for young adults (e.g. financial literacy, environmental stewardship, job readiness, youth development & leadership)	5	0.6 %
Athletic special events (e.g., cross-country or running races)	3	0.4 %
Special events (e.g., concerts, movies, farmers market & cultural events)	49	6.1 %
Child watch at Recreation Center (while working out in center)	6	0.7 %
None chosen	128	16.0 %
Total	802	100.0 %

Q11. Which FOUR programs from the list in Question 10 are MOST IMPORTANT to your household?

Q11. 2nd choice	Number	Percent
Adult art/dance/performing arts	29	3.6 %
Adult fitness & wellness programs	45	5.6 %
Adult learn to swim programs	13	1.6 %
Adult organized athletic programs & leagues	18	2.2 %
Adult pickleball lessons & leagues	17	2.1 %
Adult tennis lessons & leagues	5	0.6 %
Youth art/dance/performing arts	32	4.0 %
Youth fitness & wellness programs	17	2.1 %
Youth learn to swim programs	29	3.6 %
Youth organized athletic programs & leagues	26	3.2 %
Youth pickleball lessons & leagues	1	0.1 %
Preschool programs	16	2.0 %
Before or after school programs	14	1.7 %
School break camps (fall/spring/summer)	18	2.2 %
Programs for teens	13	1.6 %
Programs for seniors	49	6.1 %
Programs for people with disabilities or special needs	22	2.7 %
Dog park programs	17	2.1 %
Life skills programs (e.g., culinary, sewing, crocheting, public speaking, car repair)	42	5.2 %
Nature programs/environmental education	41	5.1 %
Programs that promote local history	28	3.5 %
Science/technology programs (i.e., kids outdoor science programs, computer classes)	16	2.0 %
Water fitness programs	42	5.2 %
Water-based recreation programs (e.g., sailing, kayaking)	14	1.7 %
Workforce development for young adults (e.g. financial literacy, environmental stewardship, job readiness, youth development & leadership)	10	1.2 %
Athletic special events (e.g., cross-country or running races)	3	0.4 %
Special events (e.g., concerts, movies, farmers market & cultural events)	56	7.0 %
Child watch at Recreation Center (while working out in center)	7	0.9 %
None chosen	162	20.2 %
Total	802	100.0 %

Q11. Which FOUR programs from the list in Question 10 are MOST IMPORTANT to your household?

Q11. 3rd choice	Number	Percent
Adult art/dance/performing arts	10	1.2 %
Adult fitness & wellness programs	30	3.7 %
Adult learn to swim programs	9	1.1 %
Adult organized athletic programs & leagues	14	1.7 %
Adult pickleball lessons & leagues	15	1.9 %
Adult tennis lessons & leagues	4	0.5 %
Youth art/dance/performing arts	13	1.6 %
Youth fitness & wellness programs	24	3.0 %
Youth learn to swim programs	15	1.9 %
Youth organized athletic programs & leagues	18	2.2 %
Youth pickleball lessons & leagues	5	0.6 %
Preschool programs	16	2.0 %
Before or after school programs	18	2.2 %
School break camps (fall/spring/summer)	15	1.9 %
Programs for teens	20	2.5 %
Programs for seniors	49	6.1 %
Programs for people with disabilities or special needs	9	1.1 %
Dog park programs	25	3.1 %
Life skills programs (e.g., culinary, sewing, crocheting, public speaking, car repair)	47	5.9 %
Nature programs/environmental education	31	3.9 %
Programs that promote local history	36	4.5 %
Science/technology programs (i.e., kids outdoor science programs, computer classes)	10	1.2 %
Water fitness programs	44	5.5 %
Water-based recreation programs (e.g., sailing, kayaking)	24	3.0 %
Workforce development for young adults (e.g. financial literacy, environmental stewardship, job readiness, youth development & leadership)	20	2.5 %
Athletic special events (e.g., cross-country or running races)	5	0.6 %
Special events (e.g., concerts, movies, farmers market & cultural events)	60	7.5 %
Child watch at Recreation Center (while working out in center)	7	0.9 %
None chosen	209	26.1 %
Total	802	100.0 %

Q11. Which FOUR programs from the list in Question 10 are MOST IMPORTANT to your household?

Q11. 4th choice	Number	Percent
Adult art/dance/performing arts	22	2.7 %
Adult fitness & wellness programs	36	4.5 %
Adult learn to swim programs	1	0.1 %
Adult organized athletic programs & leagues	12	1.5 %
Adult pickleball lessons & leagues	15	1.9 %
Adult tennis lessons & leagues	2	0.2 %
Youth art/dance/performing arts	11	1.4 %
Youth fitness & wellness programs	10	1.2 %
Youth learn to swim programs	16	2.0 %
Youth organized athletic programs & leagues	12	1.5 %
Youth pickleball lessons & leagues	5	0.6 %
Preschool programs	10	1.2 %
Before or after school programs	13	1.6 %
School break camps (fall/spring/summer)	19	2.4 %
Programs for teens	19	2.4 %
Programs for seniors	29	3.6 %
Programs for people with disabilities or special needs	13	1.6 %
Dog park programs	13	1.6 %
Life skills programs (e.g., culinary, sewing, crocheting, public speaking, car repair)	39	4.9 %
Nature programs/environmental education	27	3.4 %
Programs that promote local history	27	3.4 %
Science/technology programs (i.e., kids outdoor science programs, computer classes)	14	1.7 %
Water fitness programs	24	3.0 %
Water-based recreation programs (e.g., sailing, kayaking)	20	2.5 %
Workforce development for young adults (e.g. financial literacy, environmental stewardship, job readiness, youth development & leadership)	22	2.7 %
Athletic special events (e.g., cross-country or running races)	6	0.7 %
Special events (e.g., concerts, movies, farmers market & cultural events)	70	8.7 %
Child watch at Recreation Center (while working out in center)	9	1.1 %
None chosen	286	35.7 %
Total	802	100.0 %

Q11. Which FOUR programs from the list in Question 10 are MOST IMPORTANT to your household? (top 4)

Q11. Top choice	Number	Percent
Adult art/dance/performing arts	116	14.5 %
Adult fitness & wellness programs	216	26.9 %
Adult learn to swim programs	33	4.1 %
Adult organized athletic programs & leagues	58	7.2 %
Adult pickleball lessons & leagues	73	9.1 %
Adult tennis lessons & leagues	14	1.7 %
Youth art/dance/performing arts	78	9.7 %
Youth fitness & wellness programs	65	8.1 %
Youth learn to swim programs	100	12.5 %
Youth organized athletic programs & leagues	86	10.7 %
Youth pickleball lessons & leagues	12	1.5 %
Preschool programs	56	7.0 %
Before or after school programs	52	6.5 %
School break camps (fall/spring/summer)	59	7.4 %
Programs for teens	75	9.4 %
Programs for seniors	174	21.7 %
Programs for people with disabilities or special needs	57	7.1 %
Dog park programs	95	11.8 %
Life skills programs (e.g., culinary, sewing, crocheting, public speaking, car repair)	151	18.8 %
Nature programs/environmental education	129	16.1 %
Programs that promote local history	124	15.5 %
Science/technology programs (i.e., kids outdoor science programs, computer classes)	49	6.1 %
Water fitness programs	143	17.8 %
Water-based recreation programs (e.g., sailing, kayaking)	70	8.7 %
Workforce development for young adults (e.g. financial literacy, environmental stewardship, job readiness, youth development & leadership)	57	7.1 %
Athletic special events (e.g., cross-country or running races)	17	2.1 %
Special events (e.g., concerts, movies, farmers market & cultural events)	235	29.3 %
Child watch at Recreation Center (while working out in center)	29	3.6 %
None chosen	128	16.0 %
Total	2551	

Q12. Please rate your satisfaction on a scale of 5 to 1, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following recreation and parks services provided by the Parks and Recreation Department.

(N=802)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know/ not applicable
Q12-1. Availability of information about programs/ facilities	3.0%	12.2%	28.6%	24.9%	17.1%	14.2%
Q12-2. Available parking spaces at parks	8.0%	33.3%	24.9%	10.5%	3.2%	20.1%
Q12-3. Ease of registering for classes offered by City	4.0%	11.5%	23.4%	9.6%	5.0%	46.5%
Q12-4. Ease of renting/ reserving a City facility	4.0%	13.2%	21.1%	5.7%	3.7%	52.2%
Q12-5. Fees charged for City recreation programs	4.4%	12.0%	24.1%	8.6%	4.2%	46.8%
Q12-6. Lighting at sport courts & fields	3.9%	15.0%	17.7%	9.9%	2.5%	51.1%
Q12-7. Maintenance of parks	4.2%	22.6%	21.2%	22.2%	11.2%	18.6%
Q12-8. Maintenance of recreation centers (Palmer Center, George Owens Nature Park, Independence Uptown Market, & Sermon Center)	7.9%	31.4%	22.2%	10.3%	4.4%	23.8%
Q12-9. Quality of programs for adults	3.7%	8.2%	22.9%	16.7%	6.7%	41.6%
Q12-10. Quality of programs for families with children	3.1%	5.9%	14.3%	14.6%	6.2%	55.9%
Q12-11. Security in City parks & on trails	2.7%	10.6%	20.7%	23.7%	16.8%	25.4%
Q12-12. Days & times that recreation programs are offered	2.7%	9.7%	22.8%	15.8%	6.0%	42.9%

Q12. Please rate your satisfaction on a scale of 5 to 1, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following recreation and parks services provided by the Parks and Recreation Department.

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied	Don't know/ not applicable
Q12-13. User friendliness of City website	5.2%	16.2%	26.2%	16.1%	6.6%	29.7%
Q12-14. Variety of different types of parks in City	3.9%	17.0%	24.9%	23.2%	8.9%	22.2%
Q12-15. Variety of programs offered by City	3.4%	7.4%	23.2%	22.9%	8.5%	34.7%

WITHOUT "DON'T KNOW"

Q12. Please rate your satisfaction on a scale of 5 to 1, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following recreation and parks services provided by the Parks and Recreation Department. (without "don't know/not applicable")

(N=802)

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q12-1. Availability of information about programs/facilities	3.5%	14.2%	33.3%	29.1%	19.9%
Q12-2. Available parking spaces at parks	10.0%	41.7%	31.2%	13.1%	4.1%
Q12-3. Ease of registering for classes offered by City	7.5%	21.4%	43.8%	17.9%	9.3%
Q12-4. Ease of renting/ reserving a City facility	8.4%	27.7%	44.1%	12.0%	7.8%
Q12-5. Fees charged for City recreation programs	8.2%	22.5%	45.2%	16.2%	8.0%
Q12-6. Lighting at sport courts & fields	7.9%	30.6%	36.2%	20.2%	5.1%
Q12-7. Maintenance of parks	5.2%	27.7%	26.0%	27.3%	13.8%
Q12-8. Maintenance of recreation centers (Palmer Center, George Owens Nature Park, Independence Uptown Market, & Sermon Center)	10.3%	41.2%	29.1%	13.6%	5.7%
Q12-9. Quality of programs for adults	6.4%	14.1%	39.3%	28.6%	11.5%
Q12-10. Quality of programs for families with children	7.1%	13.3%	32.5%	33.1%	14.1%
Q12-11. Security in City parks & on trails	3.7%	14.2%	27.8%	31.8%	22.6%

WITHOUT "DON'T KNOW"

Q12. Please rate your satisfaction on a scale of 5 to 1, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following recreation and parks services provided by the Parks and Recreation Department. (without "don't know/not applicable")

	Very satisfied	Satisfied	Neutral	Dissatisfied	Very dissatisfied
Q12-12. Days & times that recreation programs are offered	4.8%	17.0%	40.0%	27.7%	10.5%
Q12-13. User friendliness of City website	7.4%	23.0%	37.2%	22.9%	9.4%
Q12-14. Variety of different types of parks in City	5.0%	21.8%	32.1%	29.8%	11.4%
Q12-15. Variety of programs offered by City	5.2%	11.3%	35.5%	35.1%	13.0%

Attachment: 249

Q13. Which THREE of the items from the list in Question 12 should receive the MOST EMPHASIS over the next five years?

Q13. Top choice	Number	Percent
Availability of information about programs/facilities	193	24.1 %
Available parking spaces at parks	11	1.4 %
Ease of registering for classes offered by City	6	0.7 %
Ease of renting/reserving a City facility	3	0.4 %
Fees charged for City recreation programs	23	2.9 %
Lighting at sport courts & fields	12	1.5 %
Maintenance of parks	126	15.7 %
Maintenance of recreation centers (Palmer Center, George Owens Nature Park, Independence Uptown Market, & Sermon Center)	76	9.5 %
Quality of programs for adults	37	4.6 %
Quality of programs for families with children	45	5.6 %
Security in City parks & on trails	89	11.1 %
Days & times that recreation programs are offered	7	0.9 %
User friendliness of City website	11	1.4 %
Variety of different types of parks in City	27	3.4 %
Variety of programs offered by City	20	2.5 %
None chosen	116	14.5 %
Total	802	100.0 %

Q13. Which THREE of the items from the list in Question 12 should receive the MOST EMPHASIS over the next five years?

Q13. 2nd choice	Number	Percent
Availability of information about programs/facilities	46	5.7 %
Available parking spaces at parks	18	2.2 %
Ease of registering for classes offered by City	19	2.4 %
Ease of renting/reserving a City facility	10	1.2 %
Fees charged for City recreation programs	27	3.4 %
Lighting at sport courts & fields	20	2.5 %
Maintenance of parks	104	13.0 %
Maintenance of recreation centers (Palmer Center, George Owens Nature Park, Independence Uptown Market, & Sermon Center)	66	8.2 %
Quality of programs for adults	59	7.4 %
Quality of programs for families with children	46	5.7 %
Security in City parks & on trails	105	13.1 %
Days & times that recreation programs are offered	25	3.1 %
User friendliness of City website	23	2.9 %
Variety of different types of parks in City	52	6.5 %
Variety of programs offered by City	32	4.0 %
None chosen	150	18.7 %
Total	802	100.0 %

Q13. Which THREE of the items from the list in Question 12 should receive the MOST EMPHASIS over the next five years?

Q13. 3rd choice	Number	Percent
Availability of information about programs/facilities	51	6.4 %
Available parking spaces at parks	12	1.5 %
Ease of registering for classes offered by City	17	2.1 %
Ease of renting/reserving a City facility	8	1.0 %
Fees charged for City recreation programs	30	3.7 %
Lighting at sport courts & fields	8	1.0 %
Maintenance of parks	74	9.2 %
Maintenance of recreation centers (Palmer Center, George Owens Nature Park, Independence Uptown Market, & Sermon Center)	48	6.0 %
Quality of programs for adults	50	6.2 %
Quality of programs for families with children	44	5.5 %
Security in City parks & on trails	77	9.6 %
Days & times that recreation programs are offered	34	4.2 %
User friendliness of City website	27	3.4 %
Variety of different types of parks in City	62	7.7 %
Variety of programs offered by City	71	8.9 %
None chosen	189	23.6 %
Total	802	100.0 %

Q13. Which THREE of the items from the list in Question 12 should receive the MOST EMPHASIS over the next five years? (top 3)

Q13. Top choice	Number	Percent
Availability of information about programs/facilities	290	36.2 %
Available parking spaces at parks	41	5.1 %
Ease of registering for classes offered by City	42	5.2 %
Ease of renting/reserving a City facility	21	2.6 %
Fees charged for City recreation programs	80	10.0 %
Lighting at sport courts & fields	40	5.0 %
Maintenance of parks	304	37.9 %
Maintenance of recreation centers (Palmer Center, George Owens Nature Park, Independence Uptown Market, & Sermon Center)	190	23.7 %
Quality of programs for adults	146	18.2 %
Quality of programs for families with children	135	16.8 %
Security in City parks & on trails	271	33.8 %
Days & times that recreation programs are offered	66	8.2 %
User friendliness of City website	61	7.6 %
Variety of different types of parks in City	141	17.6 %
Variety of programs offered by City	123	15.3 %
None chosen	116	14.5 %
Total	2067	

Q14. The following is a list of actions the department could take to improve its parks and recreation system. Please indicate your support for each potential action below.

(N=802)

	Very supportive	Somewhat supportive	Not sure	Not supportive	Not provided
Q14-1. Develop new multiuse recreation facilities (Community Center)	47.6%	21.6%	22.8%	8.0%	0.0%
Q14-2. Develop fieldhouse (indoor sports fields facility)	30.8%	22.3%	31.8%	15.1%	0.0%
Q14-3. Improve existing parks infrastructure (e.g., benches, shade structures, water fountains, picnic tables, grills, wi-fi)	59.9%	24.4%	13.3%	2.4%	0.0%
Q14-4. Improve/add playgrounds	46.4%	26.7%	22.6%	4.4%	0.0%
Q14-5. Improve/add restroom facilities	59.1%	21.4%	17.5%	2.0%	0.0%
Q14-6. Develop new bike park facility, pump track	26.4%	21.8%	37.8%	14.0%	0.0%
Q14-7. Improvements at athletic fields such as bleachers/seating & amenities	24.3%	27.3%	38.5%	9.9%	0.0%
Q14-8. Improve existing trail system (increasing connectivity/accessibility)	49.5%	22.1%	24.6%	3.9%	0.0%
Q14-9. Improve inclusion services or accessibility to programs & facilities	38.4%	23.2%	32.8%	5.6%	0.0%
Q14-10. Other	7.5%	0.4%	1.0%	0.7%	90.4%

WITHOUT "NOT PROVIDED"

Q14. The following is a list of actions the department could take to improve its parks and recreation system. Please indicate your support for each potential action below. (without "not provided")

(N=802)

	Very supportive	Somewhat supportive	Not sure	Not supportive
Q14-1. Develop new multiuse recreation facilities (Community Center)	47.6%	21.6%	22.8%	8.0%
Q14-2. Develop fieldhouse (indoor sports fields facility)	30.8%	22.3%	31.8%	15.1%
Q14-3. Improve existing parks infrastructure (e.g., benches, shade structures, water fountains, picnic tables, grills, wi-fi)	59.9%	24.4%	13.3%	2.4%
Q14-4. Improve/add playgrounds	46.4%	26.7%	22.6%	4.4%
Q14-5. Improve/add restroom facilities	59.1%	21.4%	17.5%	2.0%
Q14-6. Develop new bike park facility, pump track	26.4%	21.8%	37.8%	14.0%
Q14-7. Improvements at athletic fields such as bleachers/seating & amenities	24.3%	27.3%	38.5%	9.9%
Q14-8. Improve existing trail system (increasing connectivity/accessibility)	49.5%	22.1%	24.6%	3.9%
Q14-9. Improve inclusion services or accessibility to programs & facilities	38.4%	23.2%	32.8%	5.6%
Q14-10. Other	77.9%	3.9%	10.4%	7.8%

Q15. Which THREE improvements from the list in Question 14 are MOST IMPORTANT to your household?

Q15. Top choice	Number	Percent
Develop new multiuse recreation facilities (Community Center)	202	25.2 %
Develop fieldhouse (indoor sports fields facility)	42	5.2 %
Improve existing parks infrastructure (e.g., benches, shade structures, water fountains, picnic tables, grills, wi-fi)	181	22.6 %
Improve/add playgrounds	62	7.7 %
Improve/add restroom facilities	41	5.1 %
Develop new bike park facility, pump track	16	2.0 %
Improvements at athletic fields such as bleachers/seating & amenities	10	1.2 %
Improve existing trail system (increasing connectivity/ accessibility)	98	12.2 %
Improve inclusion services or accessibility to programs & facilities	25	3.1 %
None chosen	125	15.6 %
Total	802	100.0 %

Q15. Which THREE improvements from the list in Question 14 are MOST IMPORTANT to your household?

Q15. 2nd choice	Number	Percent
Develop new multiuse recreation facilities (Community Center)	68	8.5 %
Develop fieldhouse (indoor sports fields facility)	68	8.5 %
Improve existing parks infrastructure (e.g., benches, shade structures, water fountains, picnic tables, grills, wi-fi)	155	19.3 %
Improve/add playgrounds	81	10.1 %
Improve/add restroom facilities	116	14.5 %
Develop new bike park facility, pump track	23	2.9 %
Improvements at athletic fields such as bleachers/seating & amenities	14	1.7 %
Improve existing trail system (increasing connectivity/ accessibility)	75	9.4 %
Improve inclusion services or accessibility to programs & facilities	38	4.7 %
None chosen	164	20.4 %
Total	802	100.0 %

Q15. Which THREE improvements from the list in Question 14 are MOST IMPORTANT to your household?

Q15. 3rd choice	Number	Percent
Develop new multiuse recreation facilities (Community Center)	59	7.4 %
Develop fieldhouse (indoor sports fields facility)	32	4.0 %
Improve existing parks infrastructure (e.g., benches, shade structures, water fountains, picnic tables, grills, wi-fi)	92	11.5 %
Improve/add playgrounds	55	6.9 %
Improve/add restroom facilities	104	13.0 %
Develop new bike park facility, pump track	30	3.7 %
Improvements at athletic fields such as bleachers/seating & amenities	25	3.1 %
Improve existing trail system (increasing connectivity/ accessibility)	96	12.0 %
Improve inclusion services or accessibility to programs & facilities	47	5.9 %
None chosen	262	32.7 %
Total	802	100.0 %

Q15. Which THREE improvements from the list in Question 14 are MOST IMPORTANT to your household? (top 3)

Q15. Top choice	Number	Percent
Develop new multiuse recreation facilities (Community Center)	329	41.0 %
Develop fieldhouse (indoor sports fields facility)	142	17.7 %
Improve existing parks infrastructure (e.g., benches, shade structures, water fountains, picnic tables, grills, wi-fi)	428	53.4 %
Improve/add playgrounds	198	24.7 %
Improve/add restroom facilities	261	32.5 %
Develop new bike park facility, pump track	69	8.6 %
Improvements at athletic fields such as bleachers/seating & amenities	49	6.1 %
Improve existing trail system (increasing connectivity/ accessibility)	269	33.5 %
Improve inclusion services or accessibility to programs & facilities	110	13.7 %
None chosen	125	15.6 %
Total	1980	

Q16. Would you be willing to support a General Obligation bond to support improvements to parks and recreation facilities and programs?

Q16. Would you be willing to support a General Obligation bond to support improvements to parks & recreation facilities & programs	Number	Percent
Yes	528	65.8 %
No	179	22.3 %
Not provided	95	11.8 %
Total	802	100.0 %

WITHOUT "NOT PROVIDED"

Q16. Would you be willing to support a General Obligation bond to support improvements to parks and recreation facilities and programs? (without "not provided")

Q16. Would you be willing to support a General Obligation bond to support improvements to parks & recreation facilities & programs	Number	Percent
Yes	528	74.7 %
No	179	25.3 %
Total	707	100.0 %

Q16a. If "yes" to Question 16, please check ALL the improvements you would support:

Q16a. Improvements to parks & recreation facilities & programs you would support	Number	Percent
Ballfield improvements	132	25.0 %
Trail expansion & connections	326	61.7 %
Park & playground improvements	363	68.8 %
New large community park	247	46.8 %
New indoor rec/community center with aquatics	369	69.9 %
New indoor rec/community center without aquatics	146	27.7 %
Improvements to existing nature park	300	56.8 %
Funds for historic site maintenance	282	53.4 %
Something else	70	13.3 %
Total	2235	

Q17. Please rate your satisfaction with the overall value your household receives from the City of Independence Parks and Recreation Department.

Q17. Your satisfaction with overall value your household receives from City Parks & Recreation Department	Number	Percent
Very satisfied	67	8.4 %
Somewhat satisfied	233	29.1 %
Neutral	172	21.4 %
Somewhat dissatisfied	146	18.2 %
Very dissatisfied	103	12.8 %
Don't know	81	10.1 %
Total	802	100.0 %

WITHOUT “DON’T KNOW”

Q17. Please rate your satisfaction with the overall value your household receives from the City of Independence Parks and Recreation Department. (without "don't know")

Q17. Your satisfaction with overall value your household receives from City Parks & Recreation Department	Number	Percent
Very satisfied	67	9.3 %
Somewhat satisfied	233	32.3 %
Neutral	172	23.9 %
Somewhat dissatisfied	146	20.2 %
Very dissatisfied	103	14.3 %
Total	721	100.0 %

Q18. Based on your perception of value in Question 17, how would you want the City to fund future parks, recreation, trails and open space needs?

Q18. How would you want City to fund future parks, recreation, trails & open space needs	Number	Percent
Increase funding	416	51.9 %
Maintain existing funding levels	205	25.6 %
Reduce funding	19	2.4 %
Not sure	162	20.2 %
Total	802	100.0 %

Q19. How important do you feel it is for the City of Independence to provide high quality parks and recreation programs and facilities?

Q19. How important is it for City to provide high quality parks & recreation programs & facilities	Number	Percent
Very important	582	72.6 %
Somewhat important	154	19.2 %
Not important	19	2.4 %
Not sure	47	5.9 %
Total	802	100.0 %

Q20. How important are historic sites to the City of Independence?

Q20. How important are historic sites to City of Independence	Number	Percent
Very important	500	62.3 %
Somewhat important	212	26.4 %
Not important	43	5.4 %
Not sure	47	5.9 %
Total	802	100.0 %

Q21. Who do you believe should own and maintain the historic sites in the City of Independence?

Q21. Who should own & maintain historic sites in City of Independence	Number	Percent
National Park Service	155	19.3 %
State of Missouri	105	13.1 %
Jackson County	70	8.7 %
City of Independence	282	35.2 %
Private/non-profit organizations	77	9.6 %
Other	20	2.5 %
Not provided	93	11.6 %
Total	802	100.0 %

Q22. What is your age?

Q22. Your age	Number	Percent
18-34	154	19.2 %
35-44	153	19.1 %
45-54	154	19.2 %
55-64	166	20.7 %
65+	161	20.1 %
Not provided	14	1.7 %
Total	802	100.0 %

WITHOUT “NOT PROVIDED”

Q22. What is your age? (without "not provided")

Q22. Your age	Number	Percent
18-34	154	19.5 %
35-44	153	19.4 %
45-54	154	19.5 %
55-64	166	21.1 %
65+	161	20.4 %
Total	788	100.0 %

Q23. Which of the following best describes your race/ethnicity?

Q23. Your race/ethnicity	Number	Percent
Asian or Asian Indian	10	1.2 %
Black or African American	69	8.6 %
American Indian or Alaska Native	8	1.0 %
White	593	73.9 %
Native Hawaiian or other Pacific Islander	5	0.6 %
Hispanic	98	12.2 %
Other	10	1.2 %
Total	793	

Q23-7. Self-describe your race/ethnicity:

Q23-7. Self-describe your race/ethnicity	Number	Percent
Multi-racial	2	25.0 %
Mixed	2	25.0 %
Mediterranean	1	12.5 %
Brazilian	1	12.5 %
Caucasian, Spainish, African, Asian	1	12.5 %
Native American	1	12.5 %
Total	8	100.0 %

Q24. Which of the following best describes your total annual household income?

Q24. Your total annual household income	Number	Percent
Under $35K	99	12.3 %
$35K to $59,999	163	20.3 %
$60K to $99,999	240	29.9 %
$100K+	197	24.6 %
Not provided	103	12.8 %
Total	802	100.0 %

WITHOUT "NOT PROVIDED"

Q24. Which of the following best describes your total annual household income? (without "not provided")

Q24. Your total annual household income	Number	Percent
Under $35K	99	14.2 %
$35K to $59,999	163	23.3 %
$60K to $99,999	240	34.3 %
$100K+	197	28.2 %
Total	699	100.0 %

Q25. Do you own or rent your current residence?

Q25. Do you own or rent your current residence	Number	Percent
Own	642	80.0 %
Rent	154	19.2 %
Not provided	6	0.7 %
Total	802	100.0 %

WITHOUT "NOT PROVIDED"

Q25. Do you own or rent your current residence? (without "not provided")

Q25. Do you own or rent your current residence	Number	Percent
Own	642	80.7 %
Rent	154	19.3 %
Total	796	100.0 %

Q26. Your gender:

Q26. Your gender	Number	Percent
Male	390	48.6 %
Female	394	49.1 %
I prefer to self-identify	3	0.4 %
Not provided	15	1.9 %
Total	802	100.0 %

WITHOUT “NOT PROVIDED”

Q26. Your gender: (without "not provided")

Q26. Your gender	Number	Percent
Male	390	49.6 %
Female	394	50.1 %
I prefer to self-identify	3	0.4 %
Total	787	100.0 %

7 Survey Instrument

Dear Resident,

We want to hear from you. The Parks and Recreation Department is conducting a survey to help determine priorities for parks, trails, recreation facilities and programming, and city-owned museums and historic sites over the next several years. These contribute significantly to the quality of life in Independence, and your opinions are very important.

We appreciate your time and realize this survey will take approximately 15-20 minutes to complete. Each question is important. The time you invest in completing this survey will aid the City of Independence in taking a resident-driven approach to recreation planning to enhance our community for all residents.

You have been randomly selected.

Your responses will remain confidential and be reported in group form only. Please return your completed survey within the next two weeks using the enclosed postage-paid envelope addressed to ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061.

If you prefer, you can take the survey online at **independence.communitysurvey.us**.

If you have any questions, please contact ETC Institute's project manager Ryan Murray at *ryan.murray@etcinstitute.com* or at 913-254-4598.

Please don't miss this opportunity to have your voice heard and help us meet the recreational needs of all community members.

Sincerely,



Morris Heide, CPRP, AFO
Director of Parks and Recreation
City of Independence, Missouri
PRT@indepmo.org

2025 City of Independence Parks and Recreation Needs Assessment Survey

The City of Independence would like your input to help determine parks and recreation priorities for the city. This survey will take 15-20 minutes to complete. When you are finished, please return your survey in the enclosed postage-paid, return-reply envelope. If you prefer, you can complete the survey online at ***independence.communitysurvey.us***. We greatly appreciate and value your time!

---

1. Please complete this survey with all household members in mind. Counting yourself, how many people in your household are...

Under age 5: ____	Ages 15-19: ____	Ages 35-44: ____	Ages 65-79: ____
Ages 5-9: ____	Ages 20-24: ____	Ages 45-54: ____	Ages 80+: ____
Ages 10-14: ____	Ages 25-34: ____	Ages 55-64: ____	

2. Have you or any member of your household visited any parks or recreation facilities offered by the City of Independence in the last year?

____(1) Yes *[Answer Q2a.]* ____(2) No *[Go to Q2b.]*

2a. Please rate the overall quality of the parks or facilities you have visited.

____(4) Excellent ____(3) Good ____(2) Fair ____(1) Poor

2b. If your household has NOT visited any parks and recreation facilities in the last year, please CHECK ALL the following reasons why you did NOT visit. *[Check ALL that apply.]*

____(01) Use other city, state, private facilities
____(02) Too far from home
____(03) Not aware of park or facility locations
____(04) Parks/Facilities are not well maintained
____(05) Old and outdated facilities
____(06) Lack of features we want to use
____(07) Lack of parking to access parks/facilities
____(08) Do not feel safe using parks/facilities
____(09) Facility equipment doesn't meet my needs
____(10) Lack of ADA accessibility
____(11) Do not feel welcomed/accommodated
____(12) Lack of transportation
____(13) Lack of restrooms
____(14) Language/Cultural barriers/age barriers
____(15) Fees are too high/lack of financial assistance
____(16) Other: _____

3. Have you or any member of your household visited any City-owned museums and attractions in the City of Independence in the last year?

____(1) Yes *[Answer Q3a-b.]* ____(2) No *[Go to Q3c.]*

3a. Please CHECK ALL the City-owned museums and attractions you or members of your household have visited. *[Check ALL that apply.]*

____(1) National Frontier Trails Museum
____(2) MO Model Railroad Museum
____(3) Bingham-Waggoner Estate
____(4) 1827 Log Courthouse
____(5) Vaile Mansion
____(6) Chicago-Alton Depot
____(7) Other: _____

3b. Please rate the overall quality of the historic sites you have visited.

____(4) Excellent ____(3) Good ____(2) Fair ____(1) Poor

3c. If your household has NOT visited any of the City-owned museums and attractions in the last year, please CHECK ALL of the following reasons why you did NOT visit. *[Check ALL that apply.]*

____(01) Lack of parking
____(02) Limited accessibility for people with disabilities
____(03) Inadequate signage or directions
____(04) High admission fees
____(05) Limited hours of operation
____(06) Lack of interest
____(07) Lack of other attractions nearby to justify the trip
____(08) I don't know what is offered
____(09) Safety concerns
____(10) Do not feel welcomed
____(11) Lack of transportation
____(12) Too busy

4. Have you or any member of your household participated in any parks, and recreation programs or events offered in the past year?

____(1) Yes *[Answer Q4a.]* ____(2) No *[Answer Q4b.]*

4a. Please rate the overall quality of the programs or events you have participated in.

____(4) Excellent ____(3) Good ____(2) Fair ____(1) Poor

4b. If your household has NOT participated in any parks and recreation programs or events during the past year, please CHECK ALL the following reasons why you have NOT participated. *[Check ALL that apply.]*

____(01) I don't know what is offered
____(02) Use programs of other agencies
____(03) Lack of quality instructors
____(04) Lack of quality programs
____(05) Prefer individual activities
____(06) Too far from home
____(07) Program times are not convenient
____(08) Classes are full
____(09) Safety concerns
____(10) Prefer virtual programming
____(11) Fees are too high/lack of financial assistance
____(12) Do not feel welcomed/accommodated
____(13) Program not offered
____(14) Registration is difficult
____(15) Lack of transportation
____(16) Too busy/not interested
____(17) Language/Cultural/Age barriers
____(18) Parking issues
____(19) Lack of new program offerings

5. Please CHECK ALL of the providers listed below that you or members of your household use for parks, recreation facilities, historic sites, recreation programs, or events. *[Check ALL that apply.]*

____(01) Independence Parks and Recreation
____(02) KCMO Parks and Recreation
____(03) Blue Springs Parks and Recreation
____(04) Lee's Summit Parks and Recreation
____(05) Raytown Parks and Recreation
____(06) Jackson County Parks + Rec
____(07) Other neighboring city/county
____(08) Private sports clubs
____(09) Private fitness centers
____(10) Local school/college/university
____(11) YMCA
____(12) Churches/religious organizations
____(13) Other: _____
____(14) None of these

5a. Please CHECK ALL of the parks and recreation activities or amenities you take part in or use that are OUTSIDE of Independence. *[Check ALL that apply.]*

____(1) Parks
____(2) Playgrounds
____(3) Trails
____(4) Fitness centers
____(5) Indoor pools
____(6) Outdoor pools
____(7) Spraygrounds
____(8) Recreation programming
____(9) Other: _____

6. From the following list, please CHECK ALL the ways you currently learn or would like to learn about the Parks and Recreation Department programs, activities, and events. *[Check ALL that apply.]*

____(01) Banners/signs at parks or facilities
____(02) Conversations with recreation staff
____(03) Emails from the department
____(04) Flyers
____(05) Friends and neighbors
____(06) Handout materials at parks or recreation facilities
____(07) Newspaper and/or community publication
____(08) Promotions at special events
____(09) Activities Guide
____(10) Social media
____(11) City Website
____(12) Neighborhood mailer
____(13) Other: _____

7. Which THREE of the sources of communication from the list in Question 6 do you MOST PREFER TO get information about the Parks and Recreation Department programs, activities, and events? *[Write in your answers below using the numbers from the list in Question 6.]*

1st: ____ 2nd: ____ 3rd: ____

8. A variety of recreation facilities and amenities are listed below that are already offered in the community or may be offered in the future. Please indicate how well your needs for each facility or amenity are met on a scale of 4 to 1, where 4 means your needs are "Fully Met" and 1 means your needs are "Not Met" at all. If you do not have a need for one of the items listed, please circle "9" for "No Need."

	Facilities and Amenities	Fully Met	Mostly Met	Partly Met	Not Met	No Need
01.	ADA accessible/inclusive play features and park structures	4	3	2	1	9
02.	Community recreation building/space	4	3	2	1	9
03.	Diamond sports fields (e.g., baseball, softball)	4	3	2	1	9
04.	Rectangular sports fields (e.g., soccer, football, lacrosse)	4	3	2	1	9
05.	Disc golf courses	4	3	2	1	9
06.	Extreme sports (e.g., skate/bike parks/pump tracks)	4	3	2	1	9
07.	Indoor fitness and wellness spaces	4	3	2	1	9
08.	Indoor pickleball courts	4	3	2	1	9
09.	Indoor pool space	4	3	2	1	9
10.	Indoor warm water pool for therapy and swim lessons	4	3	2	1	9
11.	Indoor sport courts practice and game facilities	4	3	2	1	9
12.	Outdoor fitness equipment	4	3	2	1	9
13.	Outdoor basketball courts	4	3	2	1	9
14.	Outdoor pickleball courts	4	3	2	1	9
15.	Outdoor pool/aquatics	4	3	2	1	9
16.	Splash pads/interactive water play or features	4	3	2	1	9
17.	Outdoor tennis courts	4	3	2	1	9
18.	Neighborhood parks	4	3	2	1	9
19.	Large community parks	4	3	2	1	9
20.	Off-leash dog parks	4	3	2	1	9
21.	Open green space	4	3	2	1	9
22.	Motorized boat launches	4	3	2	1	9
23.	Non-motorized boat launches (e.g., paddleboards, canoes, kayaks)	4	3	2	1	9
24.	Fishing areas	4	3	2	1	9
25.	Natural areas/conservation areas	4	3	2	1	9
26.	Museums and/or historic sites	4	3	2	1	9
27.	Paved trails for bikes and pedestrians that connect parks	4	3	2	1	9
28.	Paved walking trails within parks	4	3	2	1	9
29.	Unpaved hiking trails within parks	4	3	2	1	9
30.	Picnic areas and park shelters	4	3	2	1	9
31.	Playground areas	4	3	2	1	9
32.	E-sports/gaming space	4	3	2	1	9
33.	Teen indoor and outdoor activity areas	4	3	2	1	9
34.	Senior indoor and outdoor activity areas	4	3	2	1	9
35.	Other (explain): _____	4	3	2	1	9

9. Which FOUR facilities/amenities from the list in Question 8 are MOST IMPORTANT to your household? *[Write in your answers below using the numbers from the list in Question 8, or circle "NONE."]*

1st: ____ 2nd: ____ 3rd: ____ 4th: ____ NONE

10. A variety of recreation programs and activities are listed below that are already offered in the community or may be offered in the future. Please indicate how well your needs for each program or activity are met on a scale of 4 to 1, where 4 means your needs are "Fully Met" and 1 means your needs are "Not Met" at all. If you do not have a need for one of the items listed, please circle "9" for "No Need."

	Programs and Activities	Fully Met	Mostly Met	Partly Met	Not Met	No Need
01.	Adult art/dance/performing arts	4	3	2	1	9
02.	Adult fitness and wellness programs	4	3	2	1	9
03.	Adult learn to swim programs	4	3	2	1	9
04.	Adult organized athletic programs and leagues	4	3	2	1	9
05.	Adult pickleball lessons and leagues	4	3	2	1	9
06.	Adult tennis lessons and leagues	4	3	2	1	9
07.	Youth art/dance/performing arts	4	3	2	1	9
08.	Youth fitness and wellness programs	4	3	2	1	9
09.	Youth learn to swim programs	4	3	2	1	9
10.	Youth organized athletic programs and leagues	4	3	2	1	9
11.	Youth pickleball lessons and leagues	4	3	2	1	9
12.	Preschool programs	4	3	2	1	9
13.	Before or after school programs	4	3	2	1	9
14.	School break camps (fall/spring/summer)	4	3	2	1	9
15.	Programs for teens	4	3	2	1	9
16.	Programs for seniors	4	3	2	1	9
17.	Programs for people with disabilities or special needs	4	3	2	1	9
18.	Dog park programs	4	3	2	1	9
19.	Life skills programs (e.g., culinary, sewing, crocheting, public speaking, car repair)	4	3	2	1	9
20.	Nature programs/environmental education	4	3	2	1	9
21.	Programs that promote local history	4	3	2	1	9
22.	Science/technology programs (i.e., kids outdoor science programs, computer classes)	4	3	2	1	9
23.	Water fitness programs	4	3	2	1	9
24.	Water-based recreation programs (e.g., sailing, kayaking,)	4	3	2	1	9
25.	Workforce development for young adults (e.g. financial literacy, environmental stewardship, job readiness, youth development and leadership)	4	3	2	1	9
26.	Athletic special events (e.g., cross-country or running races)	4	3	2	1	9
27.	Special events (e.g., concerts, movies, farmers market and cultural events)	4	3	2	1	9
28.	Child watch at Recreation Center (while working out in center)	4	3	2	1	9
29.	Other (explain): _____	4	3	2	1	9

11. Which FOUR programs from the list in Question 10 are MOST IMPORTANT to your household? [Write in your answers below using the numbers from the list in Question 10, or circle "NONE."]

1st: ____ 2nd: ____ 3rd: ____ 4th: ____ NONE

12. Please rate your satisfaction on a scale of 5 to 1, where 5 means "Very Satisfied" and 1 means "Very Dissatisfied," with the following recreation and parks services provided by the Parks and Recreation Department.

	How satisfied are you with...	Very Satisfied	Satisfied	Neutral	Dissatisfied	Very Dissatisfied	Don't Know / Not Applicable
01.	Availability of information about programs/facilities	5	4	3	2	1	9
02.	Available parking spaces at parks	5	4	3	2	1	9
03.	Ease of registering for classes offered by the city	5	4	3	2	1	9
04.	Ease of renting/reserving a city facility	5	4	3	2	1	9
05.	Fees charged for city recreation programs	5	4	3	2	1	9
06.	Lighting at sport courts and fields	5	4	3	2	1	9
07.	Maintenance of parks	5	4	3	2	1	9
08.	Maintenance of recreation centers (Palmer Center, George Owens Nature Park, Independence Uptown Market, and Sermon Center)	5	4	3	2	1	9
09.	Quality of programs for adults	5	4	3	2	1	9
10.	Quality of programs for families with children	5	4	3	2	1	9
11.	Security in city parks and on trails	5	4	3	2	1	9
12.	The days and times that recreation programs are offered	5	4	3	2	1	9
13.	User friendliness of city website	5	4	3	2	1	9
14.	Variety of different types of parks in the city	5	4	3	2	1	9
15.	Variety of programs offered by the city	5	4	3	2	1	9

13. Which THREE of the items from the list in Question 12 should receive the MOST EMPHASIS over the next five years? *[Write in your answers below using the numbers from the list in Question 12, or circle "NONE."]*

1st: ____ 2nd: ____ 3rd: ____ NONE

14. The following is a list of actions the department could take to improve its parks and recreation system. Please indicate your support for each potential action by circling the corresponding number to the right.

	Types of Improvements	Very Supportive	Somewhat Supportive	Not Sure	Not Supportive
01.	Develop new multiuse recreation facilities (Community Center)	4	3	2	1
02.	Develop fieldhouse (indoor sports fields facility)	4	3	2	1
03.	Improve existing parks infrastructure (e.g., benches, shade structures, water fountains, picnic tables, grills, wi-fi)	4	3	2	1
04.	Improve/add playgrounds	4	3	2	1
05.	Improve/add restroom facilities	4	3	2	1
06.	Develop new bike park facility, pump track	4	3	2	1
07.	Improvements at athletic fields such as bleachers/seating and amenities	4	3	2	1
08.	Improve existing trail system (increasing connectivity/accessibility)	4	3	2	1
09.	Improve inclusion services or accessibility to programs and facilities	4	3	2	1
10.	Other: _____	4	3	2	1

15. Which THREE improvements from the list in Question 14 are MOST IMPORTANT to your household? *[Write in your answers below using the numbers from the list in Question 14, or circle "NONE."]*

1st: ____ 2nd: ____ 3rd: ____ NONE

16. Would you be willing to support a General Obligation bond to support improvements to parks and recreation facilities and programs?

____(1) Yes *[Answer Q16a.]* ____(2) No *[Go to Q17.]*

16a. If yes, please check ALL the improvements you would support:

____(1) Ballfield improvements
____(2) Trail expansion and connections
____(3) Park and playground improvements
____(4) New large community park
____(5) New indoor rec/community center with aquatics
____(6) New indoor rec/community center without aquatics
____(7) Improvements to existing nature park
____(8) Funds for historic site maintenance
____(9) Something else: _____

17. Please rate your satisfaction with the overall value your household receives from the City of Independence Parks and Recreation Department.

____(5) Very Satisfied ____(3) Neutral ____(1) Very Dissatisfied
____(4) Somewhat Satisfied ____(2) Somewhat Dissatisfied ____(9) Don't Know

18. Based on your perception of value in Question 17, how would you want the City to fund future parks, recreation, trails and open space needs?

____(4) Increase funding ____(3) Maintain existing funding levels ____(2) Reduce funding ____(1) Not sure

19. How important do you feel it is for the City of Independence to provide high quality parks and recreation programs and facilities?

____(4) Very Important ____(3) Somewhat Important ____(2) Not Important ____(1) Not Sure

20. How important are historic sites to the City of Independence?

____(4) Very Important ____(3) Somewhat Important ____(2) Not Important ____(1) Not Sure

21. Who do you believe should own and maintain the historic sites in the City of Independence?

____(1) National Park Service
____(2) State of Missouri
____(3) Jackson County
____(4) City of Independence
____(5) Private/non-profit organizations
____(6) Other: _____

DEMOGRAPHICS: To ensure that the people who respond to this survey accurately represent the residents, please provide the demographic information listed below.

22. What is your age? _____ years

23. Which of the following best describes your race/ethnicity? *[Check all that apply.]*

____(01) Asian or Asian Indian
____(02) Black or African American
____(03) American Indian or Alaska Native
____(04) White
____(05) Native Hawaiian or other Pacific Islander
____(06) Hispanic
____(99) Other: _____

24. Which of the following best describes your total annual household income?

____(1) Under $35,000
____(2) $35,000 to $59,999
____(3) $60,000 to $99,999
____(4) $100,000 or more

25. Do you own or rent your current residence? ____(01) Own ____(02) Rent

26. Your gender: ____(1) Male ____(2) Female ____(3) I prefer to self-identify: _____

27. Would you be willing to participate in future surveys sponsored by the City of Independence?

____(1) Yes *[Please answer Question 27a.]* ____(2) No

27a. Please provide your contact information.

Mobile Phone Number: _____ Email Address: _____

This concludes the survey. Thank you for your time!

Please return your completed survey in the enclosed postage-paid envelope addressed to:
ETC Institute, 725 W. Frontier Circle, Olathe, KS 66061

Your responses will remain completely confidential. The information to the right will ONLY be used to help identify the level of need in your area. Thank you!

Agenda Packet 269

INDEPENDENCE
PARKS AND RECREATION

Youth Survey



Hey there! If you are between the ages of 10-17 - we need your help!

The Independence Parks and Recreation Department wants to improve its parks, programs, and facilities for kids, tweens, and teens in our community.]ust fill out the questions below and help us shape the future of your parks department.

1. Do you live in Independence? Yes No

2. Which school do you attend? _____

3. How old are you? _____

4. How do you want to learn about fun, cool activities? Circle your top 3 options

a. City Website
b. Facebook
c. Flyers
d. Instagram
e. Newsletter
f. TikTok
g. Word of Mouth

5. Let us know which activities below you enjoy or would love to learn more about. Choose as many as you want!

a. Archery
b. Arts (painting, sketching, etc.)
c. Baseball
d. Basketball
e. Biking
f. BMX Biking
g. Board Games
h. Camping/Outdoor Activities
i. Choir/Singing
j. Church Youth Group
k. Computer Games/Internet
l. Crafts
m. Cross Country/Running/Track
n. Dance (show choir, tap, ballet, etc.)
o. Disc Golf
p. Drama (Theatre/Musicals)
q. Esports
r. Food/Cooking
s. Football/Flag Football
t. Golf
u. Hiking/Nature Hikes
v. Hockey
w. Ice Skating
x. Kayaking/Canoeing/Paddleboarding
y. Lacrosse
z. Martial Arts
aa. Mountain Biking
bb. Pickleball
cc. Playground
dd. Playing an instrument
ee. Remote Control Cars/Boats
ff. Rock Climbing
gg. Rugby
hh. Shopping
ii. Softball
jj. Swimming
kk. Tennis
ll. Video Games
mm. Volleyball
nn. Walking
uu. Watching movies
vv. Fitness/Weight Training
ww. Other: _____

6. What are your top four activities from the list above? (use the letter from above)

1. _____ 2. _____ 3. _____ 4. _____

INDEPENDENCE
PARKS AND RECREATION

Youth Survey



7. Have you participated in any Independence Parks & Recreation programs/events in the past?

Yes No

8. If you haven't participated in any programs, why not (Pick one)?

- Facilities are not sufficient
- I don't know how to do the activity
- I'm too busy
- Need help because of a disability
- No place to do the activity
- No way to get there
- Not aware of programs
- Nothing I am interested in
- Too expensive
- Too far away
- Other: _____

9. How do you get to a park or city facility? (Choose all that apply)

- Bike
- Uber/Lyft
- Carpool with friends
- Drive by myself
- Parents drive me
- Skateboard/Roller Blade
- Walk
- Teleport (Just kidding)

10. Who are you **usually** with when you visit a park or city facility?

- Just me
- My Friends
- My parents
- Never go to parks or facilities

11. Circle your top 3 favorite things to do at a park?

- Play Baseball
- Play Basketball
- Disc Golf
- Play Golf
- Relax and Chill
- Play Soccer
- Hang out in the park shelter
- Play Pickleball
- Playground Fun
- Sand Volleyball
- Skate/Skateboard
- Splash Pad
- Swim
- Play Tennis
- Hit the Trails

12. Please check all of the following you have at home.

- ☐ Computer
- ☐ Internet (Wi-Fi)
- ☐ Smartphone
- ☐ Tablet
- ☐ Television
- ☐ Video Game System



Facility Inventory

EXISTING SUMMARY AND LIFECYCLE

In March 2025, the team conducted an assessment of the City of Independence's parks and recreation facilities. The following inventory list showcases all parks, green spaces, trails, and areas maintained by the Parks and Recreation Department. These assessments provided insight into the existing features, conditions, sizes, ages, and current maintenance levels of each park and facility.

The findings revealed a wide range in the age and condition of the playgrounds and equipment. Through this assessment, our team discovered that many parks and facilities have equipment that has exceeded its recommended lifespan. This facility inventory outlines the condition and age of each park, playground, feature, or facility, along with the status of its equipment.

Recommendations to renew and replace aging equipment annually will help maintain a safe and enjoyable park system. Park infrastructure—such as parking lots, trails, and recreational equipment—should also undergo regular maintenance and periodic updates to ensure optimal conditions for users.

Accessibility, as defined in this inventory, refers to physical locations or features that meet the requirements of the Americans with Disabilities Act (ADA). Listing accessibility for each park ensures that individuals with disabilities have equal access and opportunities. Examples include ramps at curbs, handrails, universally accessible equipment or structures, and properly graded parking lots and sidewalks.



FIGURE 1.1 - Workout equipment at Rotary Park



FIGURE 1.2 - Trail at Benton Park



FIGURE 1.3 - Playground at Choplin-Hood Park



FIGURE 1.4 - Restroom at Mccoy Park

ANALYSIS OF FACILITY AMENITIES AND CONDITIONS

Good – The park facility improvements are 10-years old or less and provide the user with safe facilities and equipment. The facility meets the ADA Guidelines in place at the time of development. Overall, the park provides the user with an enjoyable recreation experience.

Fair – The park facility improvements are 20-years old or less and most of the facilities and equipment are in a reasonable condition. Some equipment and facilities are dated and do not provide the user with an enjoyable experience. In addition, there are portions of the facility and equipment that do not meet the current ADA Guidelines. Overall portions of the park facilities need updating.

Poor – The park facility improvements are 20-years or older and do not provide the users with safe facilities and equipment. Most of the equipment and facilities have reached or surpassed their lifespan and the recreation value is minimal. There are numerous issues where the current facilities are not ADA compliant. Overall, the majority if not all the facilities need renovation and/or replacement.

FACILITY INVENTORY

Name of Site: Adventure Oasis Waterpark

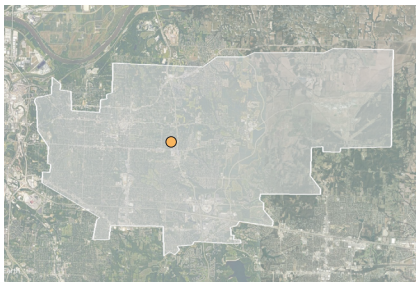
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

2100 S. Hub Dr. Independence, MO 64050

This water attraction is located near East 23rd Street and M-291 Highway, close to downtown Independence.



2. GENERAL SITE DESCRIPTION:

Size: 9.5 acres
Classification: Regional Park (Closed)

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Restrooms (Poor Condition)
Signage (Good Condition)
Walking Path (Fair Condition)
Pool Facilities (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The water park is centrally located within Independence and has signage and walkways from the parking lot.

Opportunities: The now closed waterpark has an opportunity to develop a new indoor/outdoor aquatics facility or utilize this area for new park development. The large parking lot and building could be used for an alternative use.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- The site has a parking lot that is accessible with a ramp and stairs up to the main entrance.

6. GENERAL NOTES:

Active/Passive: Active

7. PHOTO INVENTORY:





Entrance to water park, stair and ramp access.


Walkway to entrance from parking lot.


Cracking in pool wall.


Damaged piping.


Damaged walking bridge concrete.


Cracking in pool wall.

FACILITY INVENTORY

Name of Site: Beckett Park

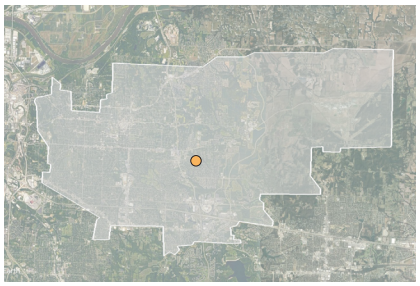
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

2701 S. Cherokee St. Independence, MO 64057

This park is located east of M-291 Highway and just north of Interstate 70.



2. GENERAL SITE DESCRIPTION:

Size: 6.9 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Playground (Good Condition)
Signage (Fair Condition)
Walking Path (Fair Condition)
(2) Picnic Tables (Fair Condition)
(2) grills (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The amenities in Beckett Park are well-kept, there is an ample amount of space for flexible programming.

Opportunities: There is a need for an accessible entry, as currently there is only a steep staircase to the park directly from the street. There is also a need for better pedestrian walkways along the street.

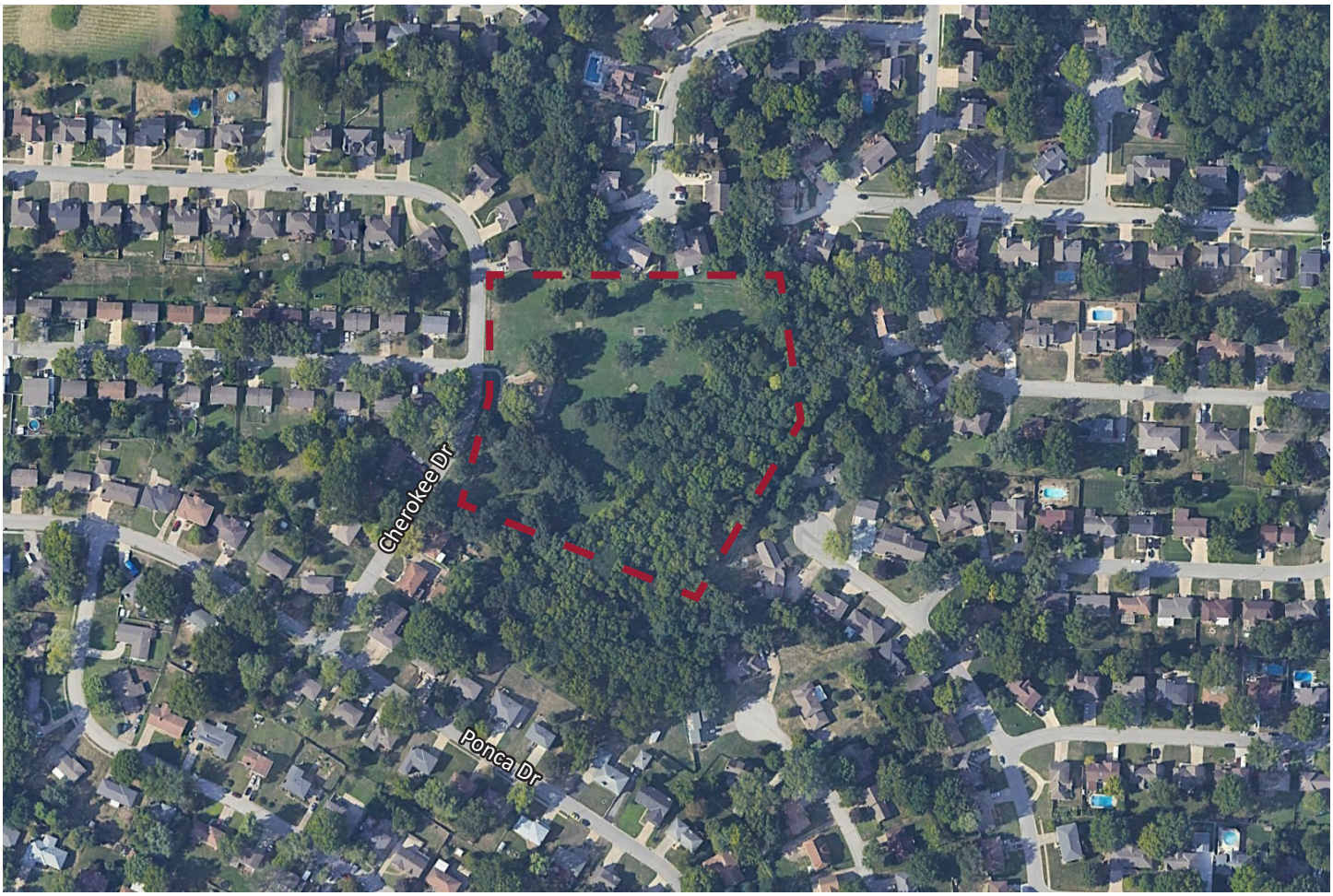
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 4 (Low Accessibility)
- The park is accessed only by stairs along the road. Once in the park there is a sidewalk around the playground but no other accessible paths around the park or amenities.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.


Stair access into the park, connection from the street.


Lawn and playground structures.


Relationship of the playground and lawn to the street.


Playground structures with mulch surfacing material.


Typical benches in fair condition.

FACILITY INVENTORY

Name of Site: Benton Park

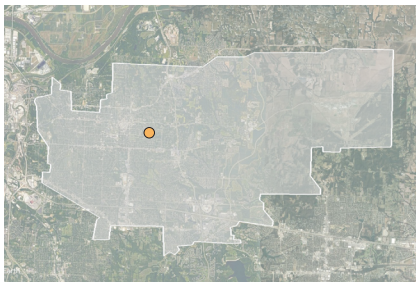
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

707 S Crane St, Independence, MO 64050

This neighborhood park sits just west of M-291 Highway near Woodlawn Cemetery.



2. GENERAL SITE DESCRIPTION:

Size: 6.5 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Basketball Courts (2 Full Size) (Fair Condition)
Shelter (Poor Condition)
Playgrounds (Poor Condition)
Signage (Fair Condition)
Walking Path (.3 Miles) (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park has fair connectivity to the surrounding neighborhoods.

Opportunities: Pedestrian walkways need improvements as some of them are cracked or overgrown. There is also ample space for more amenities.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 2 (Moderate Accessibility)
- The park has accessible paths navigating higher elevations by the playground down to the baseball field. The elevation change in this park makes universal accessibility challenging to navigate all areas in the park. Access to the park is from on street parking and is connected by one ramp off of Crane street, connecting the asphalt trail.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Signage and playground in aging condition.



Walking path around playground.



Benches and lawn space.



Walkways and basketball courts in aging condition.



Park shade structure connected by path.



Park walkways (asphalt material).

FACILITY INVENTORY

Name of Site: Bingham-Waggoner Park

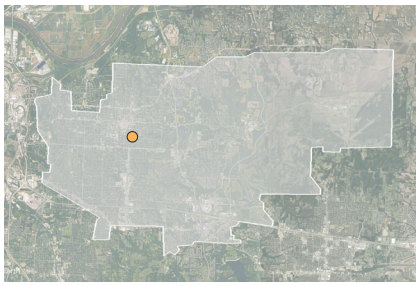
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

313 W Pacific Ave, Independence, MO 64050

This park is located just south of downtown Independence.



2. GENERAL SITE DESCRIPTION:

Size: 15.5 acres
Classification: Community Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Signage (Poor Condition)
Walking Path (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: At the Bingham-Waggoner Estate, walking paths provide easy access to the estate, museum, and information building. There is ample tree canopy coverage providing shade along the walking trail.

Opportunities: There is an opportunity to refurbish the walking trail and plaques (National Park Service Plaques) as they are in poor condition or missing information.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 3 (Moderate Accessibility)
- The park space on the southern side of the site is accessible from a sidewalk off of Linden Ave and from the parking lot in the center of the park. The loop path is accessible with elevation change that makes access challenging in areas.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Entrance drive and signage directing traffic to parking.



Entry walkway and view of historic house.



Trail in the park.



Auxiliary maintenance and museum buildings.



Bridge to park portion of estate in fair condition.



Signage/trail markers.

FACILITY INVENTORY

Name of Site: Blackburn School Park

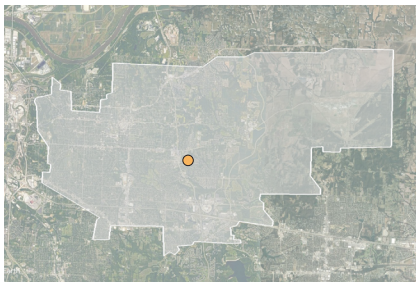
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

17302 E. Rd Mize Rd, Independence, MO 64057

This park is located on school property near the intersection of M-78 and M-291 Highway.



2. GENERAL SITE DESCRIPTION:

Size: 7.1 acres
Classification: Special-Use (School)

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Baseball Field (Fair Condition)
Pickleball Courts (Poor Condition)
Signage (Fair Condition)
Walking Path (Poor Condition)
Sport field (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park has an ample amount of open lawn space for soccer or other open programming.

Opportunities: There is an opportunity to provide more seating options, especially around the loop trail. The condition of the walking trail and pickleball courts are poor and could use some improvements/ updates. There is an opportunity to return this area to the school district for maintenance.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 2 (Moderate Accessibility)
- The park is accessed by parking lots and sidewalks with ramps. Sidewalks lead to all amenities but the practice field, with some elevation change from the parking lots down to the pickleball courts and field.

6. GENERAL NOTES:

-Walking trail is maintained by the school district.

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.


Soccer field and walkway to pickleball courts.


Practice field with soccer goals.


Pickleball court has cracking in the surface.


Park sidewalk.


Baseball field.

FACILITY INVENTORY

Name of Site: Brady Park Greenspace

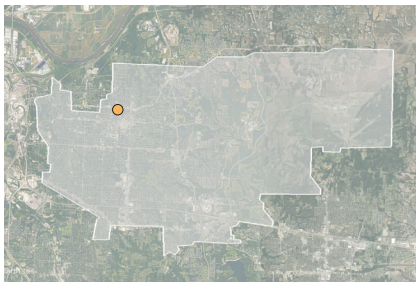
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

900 N. Delaware Ave, Independence, MO 64050

This site is located near McCoy Park along US-24 Highway.



2. GENERAL SITE DESCRIPTION:

Size: 3.8 acres
Classification: Neighborhood Park (Greenspace)

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Signage (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The greenspace has connections to adjacent park and neighborhoods.

Opportunities: The space is in need of improvements including a trail, seating, lighting, etc.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 4 (low Accessibility)
- The site has no dedicated parking, other than on-street parking. There is a sidewalk along Charles Street and Delaware Street with no other circulation access in the greenspace.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.


Primary street connection.


Open green space.


Underpass trail connecting to Mill Creek.


Sidewalk along greenspace boundary.


Additional view of open space.

FACILITY INVENTORY

Name of Site: Bund-Jack Park

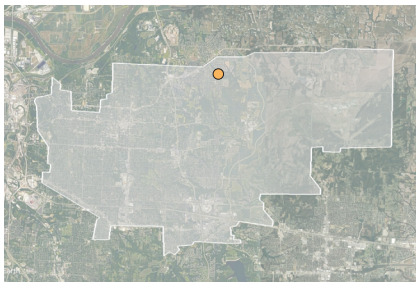
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

1001 N. Jackson Dr, Independence, MO 64056

This site is located in northeast Independence along Bundschu Road.



2. GENERAL SITE DESCRIPTION:

Size: 1.23 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Picnic Tables (Fair Condition)
Playgrounds (Good Condition)
Walking Path (Good Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The amenities are relatively new and the location is quiet and does not see much traffic.

Opportunities: There is opportunity to add sidewalks closer to street and add on-street parking. In addition, accessibility options could be considered to accommodate for the grade change between the park and street.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 4 (Low Accessibility)
- The park has no dedicated parking, making access difficult. There is sidewalk access off of N Jackson Drive with a sloped sidewalk down to a playground and picnic spaces.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Walkway access from the street directly to playground.



Walkways in the park.



Picnic tables and trash cans.



Sloped open space.



Playground structure.



No sidewalk or on-street parking stalls, makes access difficult.

FACILITY INVENTORY

Name of Site: Bundschu Park

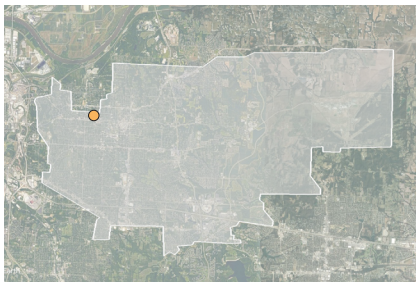
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

11400 E 9th St S, Independence, MO 64054

The park sits near the NW corner of the Independence city limit. The park shelter can be accessed via E 9th St. and sits just south of US-24 Highway.



2. GENERAL SITE DESCRIPTION:

Size: 19 acres
Classification: Community Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Basketball Courts (4 Full Size)(Fair Condition)
BBQ Grills (2) (Poor Condition)
Picnic Shelter (Fair Condition)
Picnic Tables (6) (Fair Condition)
Playground (Fair Condition)
Signage (Fair Condition)
Walking Path (.2 miles) (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: Bundschu Park has an ample amount of parking, in addition to a long and wide loop trail connecting the playground, picnic shelter, and basketball courts.

Opportunities: There are opportunities to improve accessible routes and refurbish pavement sections in the trail.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 3 (Moderate Accessibility)
- The park has a parking lot with ramp access into the site from sidewalks. It has a wide loop trail around a playground, pavilion, and green space. There is also a sidewalk with stair access down to basketball courts, with a wooded area in the northern area of the park.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.



Parking lot lacking parking stripes.



Play structure with mulch surface.



Basketball courts with some seating (not pictured).



Stairs and sidewalk leading to parking lot.



Open space adjacent to playground structures.

FACILITY INVENTORY

Name of Site: Carriage Hills Park

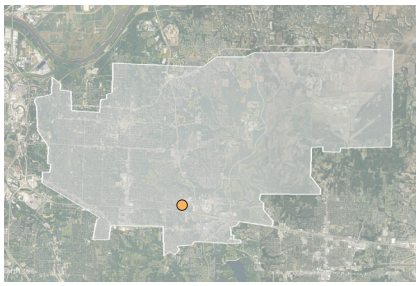
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

16841 E. 41st St. Independence, MO 64055
16900 E. 40th Ter. S. Independence, MO 64055

This park is located in south Independence and is near Interstate 70. With a smaller greenspace across the street and closer to the Interstate.



2. GENERAL SITE DESCRIPTION:

Size: 9.2 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Signage (Fair Condition)
Walking Path (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park contains an asphalt walking trail surrounded by trees and greenspace making for a nice neighborhood amenity.

Opportunities: There is opportunity for additional programming elements for either passive or active use, and a trail connection between the park space and separate greenspace.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- The park is accessed from on-street parking and has a wide asphalt loop trail.

(Separate greenspace) Rating: 5 (low Accessibility)
- No sidewalk or park access

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.


Primary trail walkway.


Information kiosk, maintained by neighbors.



Park signage.


Dog clean up station along walkway.


Trail loop walkway and open space.

FACILITY INVENTORY

Name of Site: Charles Long Greenspace

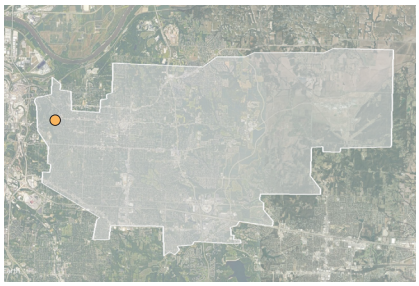
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

9300 E. Truman Rd, Independence, MO 64053

The site sits at the intersection of S Brookside Ave and E Truman Rd.



2. GENERAL SITE DESCRIPTION:

Size: .45 acres
Classification: Pocket Park (Greenspace)

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Picnic Tables (Poor Condition)
Signage (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The space is quaint and easily accessible. It has some picnic tables and a few stone half walls that could be used as seating.

Opportunities: There is a need to refurbish concrete amenities, in addition to pavement and walkways.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 5 (Low Accessibility)
- There is parallel parking on site with a sidewalk that leads to stairs.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Non-connecting sidewalk/walkway.



Green space and vegetation.



Access drive.



Concrete picnic table.



Small memorial site.

FACILITY INVENTORY

Name of Site: Choplin-Hood Park

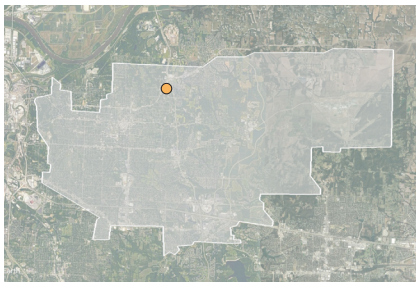
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

15919 N. Trail Ridge Dr., Independence, MO 64050
16068 E. Cogan Ln, Independence, MO 64050

This site is located near the intersections of US-24 and M-291 Highways with entrances located off of Trail Ridge Road and 291 highway.



2. GENERAL SITE DESCRIPTION:

Size: 17 acres
Classification: Community Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Baseball field (Poor Condition)
Playground (Poor Condition)
Signage (Fair Condition)
Walking Path (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park is located directly next to a neighborhood cul-de-sac and has a trail connecting a baseball field, basketball court, and playground.

Opportunities: There is a fence and gate limiting access to the park. There is also an opportunity to add more benches or seating elements along the trail.

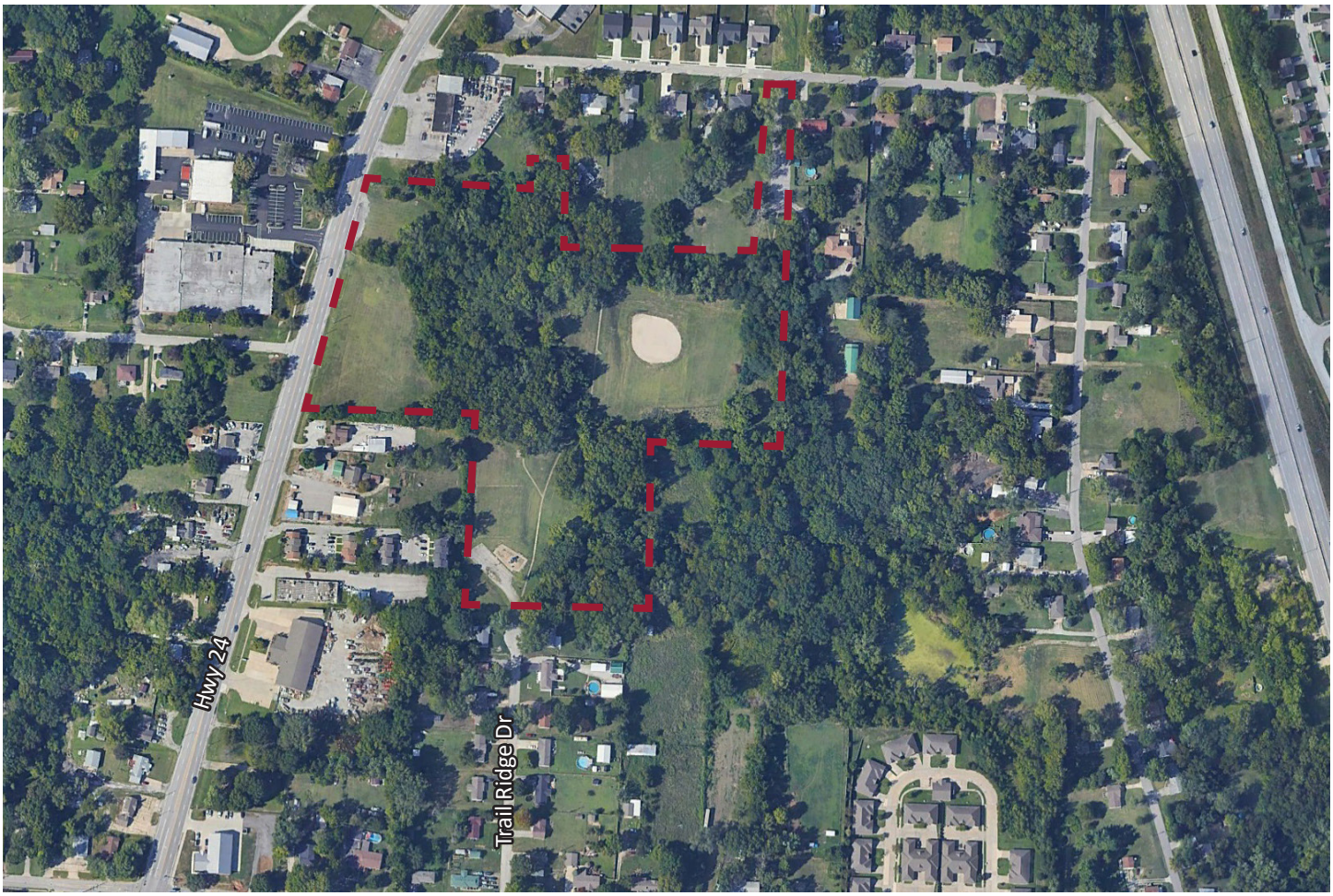
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 3 (Moderate Accessibility)
- There is a parking lot with ramp access into the site from sidewalks. It has an aging sidewalk that runs from the parking area to the practice baseball field.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.


Playground structure.


Walkway to south half of park.


Walking path.


Baseball practice field in north half of park.


Parking lot, located off of cul-de-sac.

FACILITY INVENTORY

Name of Site: Cler-Mont School Park

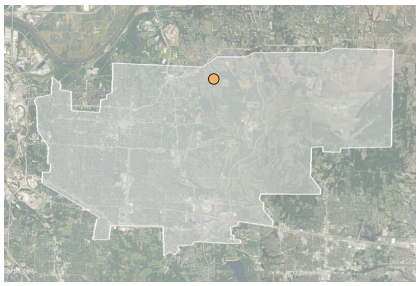
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

19009 E. Susquehanna Ridge, Independence, MO 64056

This park is located in the northeast area of Independence, off of Susquehanna Ridge Road.



2. GENERAL SITE DESCRIPTION:

Size: 6.8 acres
Classification: Special-Use Park (School)

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Basketball Court (4) (Poor Condition)
Baseball field (Poor Condition)
Shelters (Fair Condition)
Picnic Tables (Fair Condition)
Playground (Fair Condition)
Signage (Fair Condition)
Walking Path (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park has recreation amenities and serves the school and surrounding residential area.

Opportunities: This park has opportunities to update its equipment and amenities to continue to serve the surrounding area. There is an opportunity to return this area to the school district for maintenance.

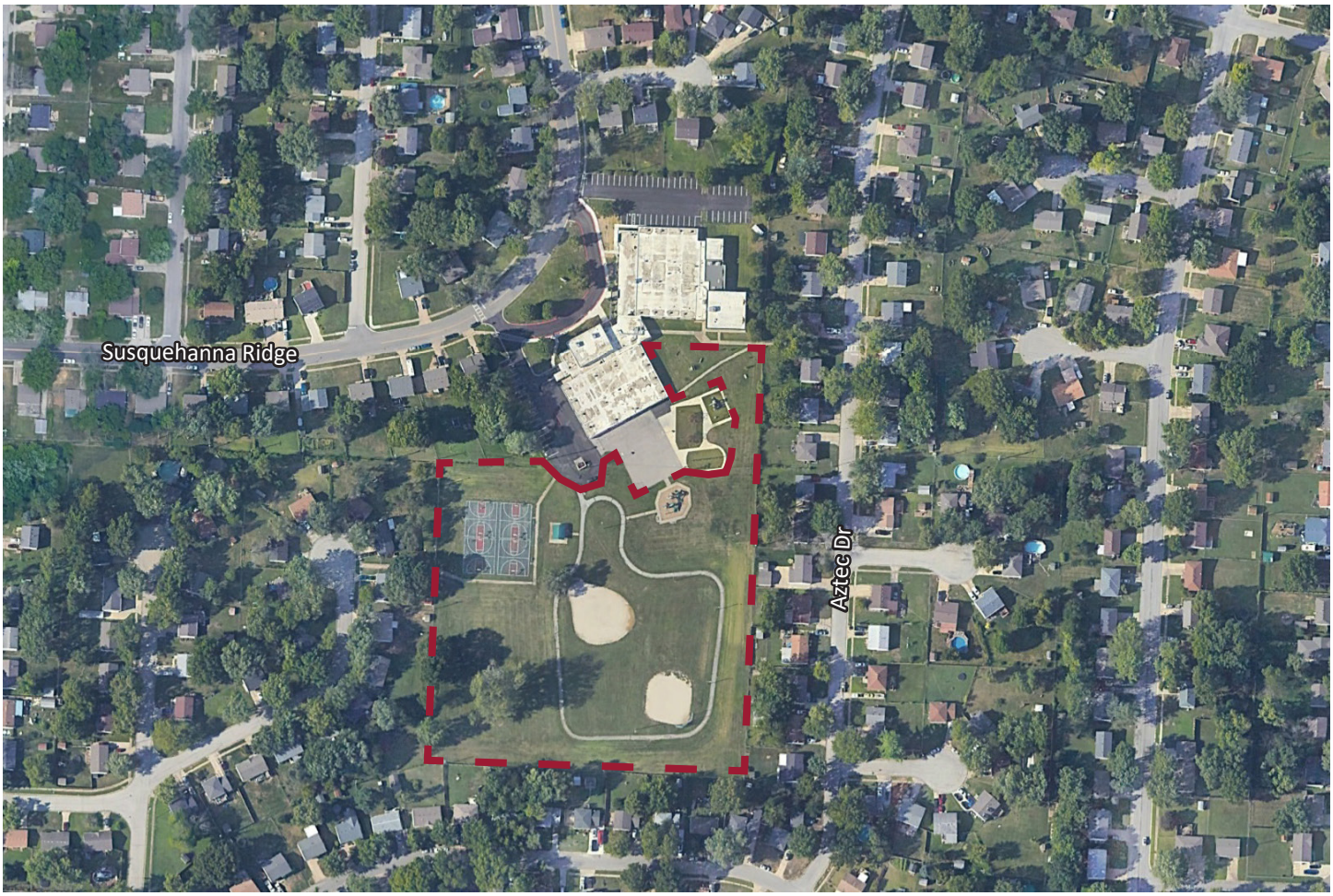
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 2 (Moderate Accessibility)
- The school parking lot gives access to this park with sidewalks to the courts and a loop trail around the practice fields.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Shade structure located near the baseball field and basketball courts.



Playground structure adjacent to elementary school "black top"/recess area.



Playground structure.



Baseball field.



Lawn space near park.



Path in the park.

FACILITY INVENTORY

Name of Site: Clothier Park

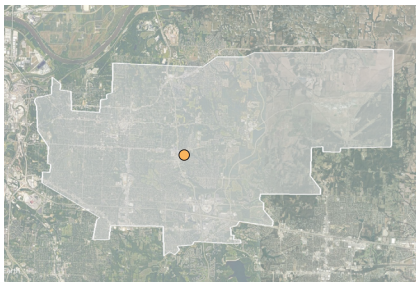
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

17201 E Medical Center Pkwy, Independence, MO 64057

This park is located near M-78 and M-291 Highway, sitting just south of 23rd Street.



2. GENERAL SITE DESCRIPTION:

Size: 2.2 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Basketball Half-Court (Fair Condition)
Picnic Tables (Fair Condition)
Playgrounds (Fair Condition)
Restrooms (Porta-Potty) (Poor Condition)
Signage (Fair Condition)
Walking Path (Fair Condition)
Outdoor Gym (Good Condition)
Cornhole (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park has a wide array of amenities like the outdoor gym, and is easily accessible by car and easy to park parallel on the street.

Opportunities: Improvement of trail quality/conditions could be considered, and connections to dedicated seating areas.

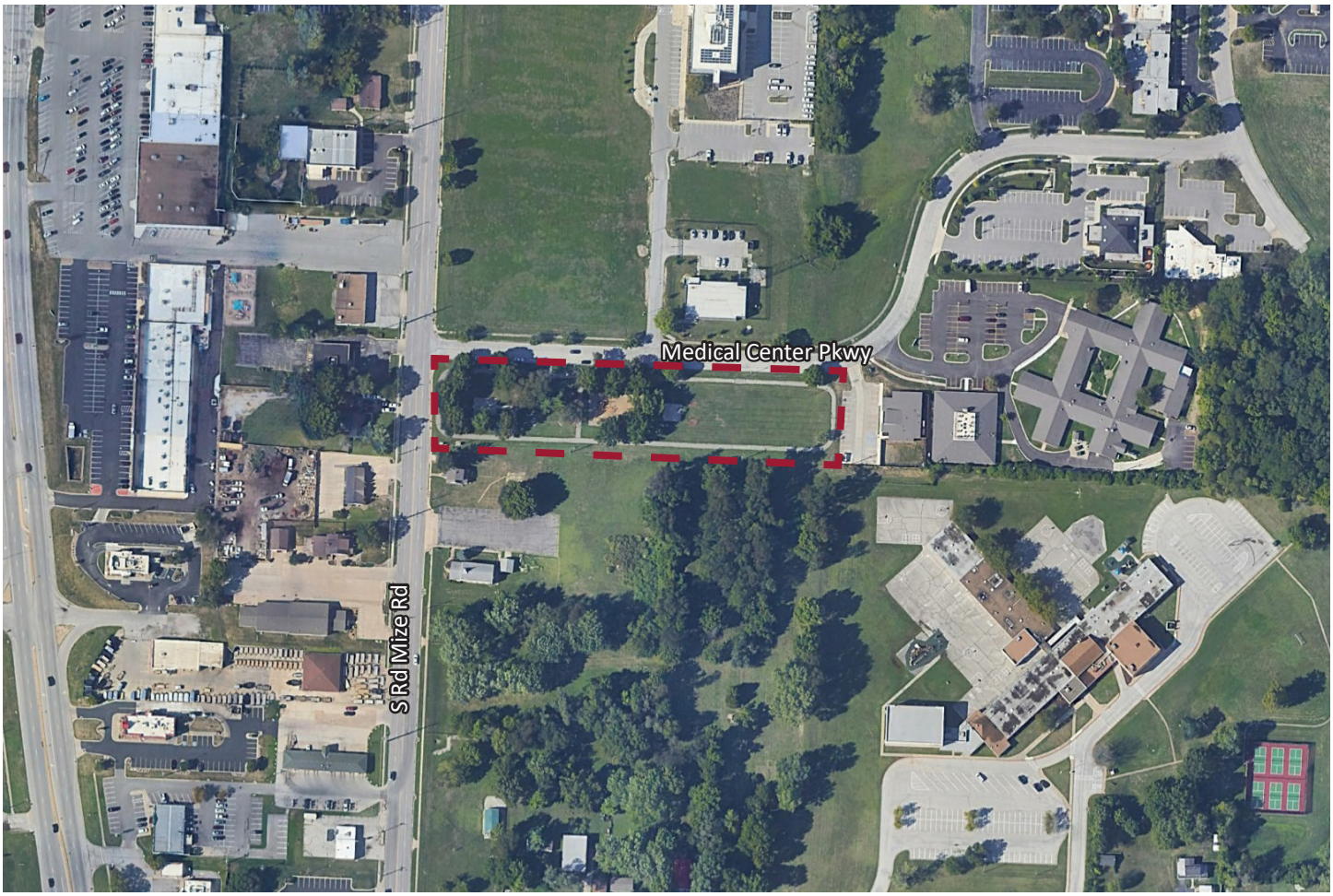
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- There is a parking lot with ramp access into the site from sidewalks. It has loop trail that connects the park amenities.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Loop trail on park perimeter.



Playground structure.



Outdoor workout equipment with artificial turf surfacing.



Single-hoop basketball court.



Cornhole yard game.



Standard park lighting and picnic tables.

FACILITY INVENTORY

Name of Site: Country Club Park

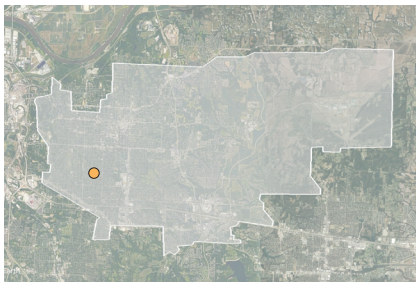
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

2930 S. Norton Ave, Independence, MO 64052

This park is situated is the middle of a residential area with a parking lot and entrance off of Norton Avenue, and a walking path connecting to Rotary Park.



2. GENERAL SITE DESCRIPTION:

Size: 6.5 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Playground (Fair Condition)
Signage (Fair Condition)
Walking Path (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park has a lot of healthy vegetation and a welcoming entry bridge.

Opportunities: There is an opportunity to refurbish the loop trail and make better access to the playground space.

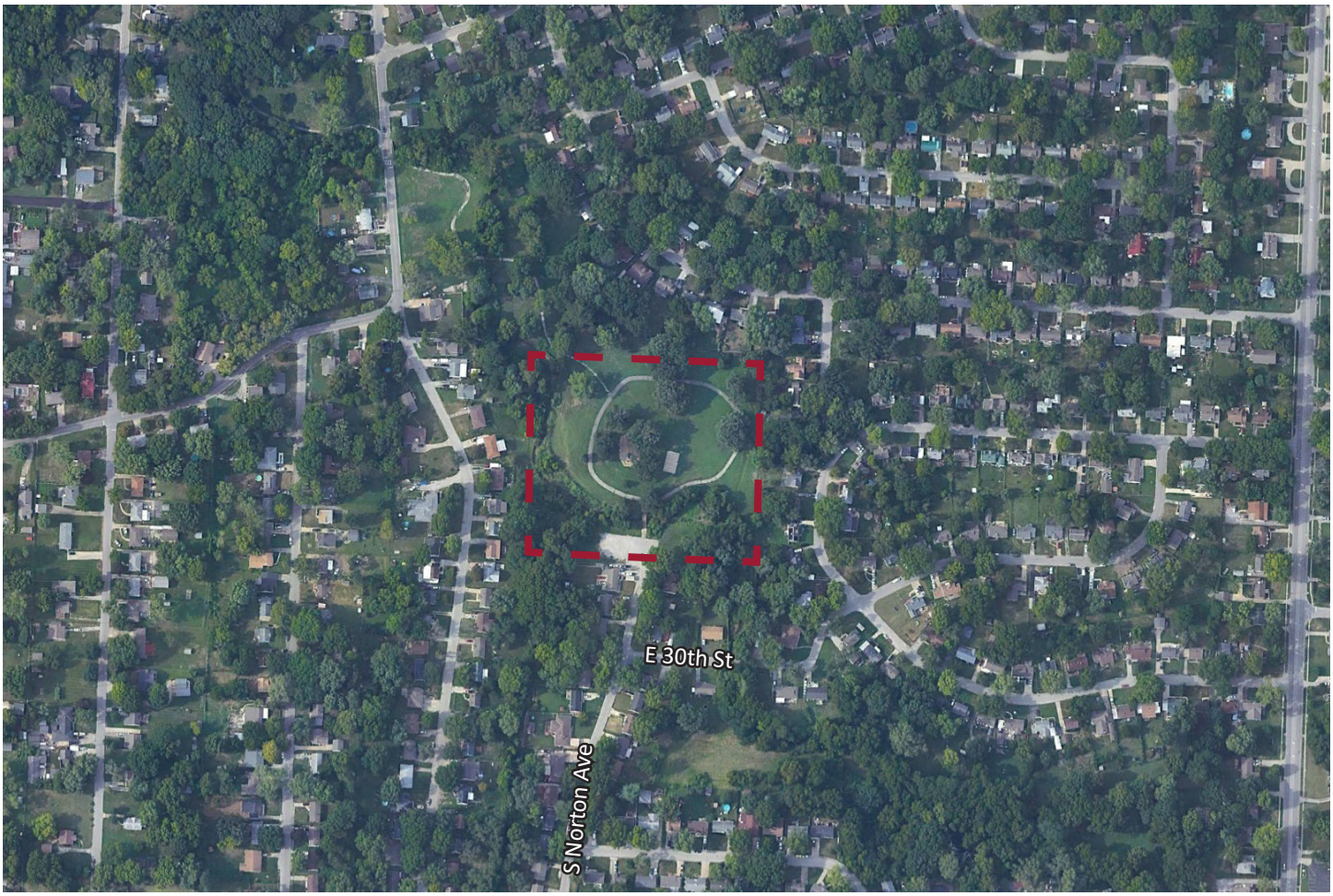
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 2 (Moderate Accessibility)
- There is a parking lot with bridge access into the site with a loop trail. The park is lacking a sidewalk from the loop trail to the playground sidewalk.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Entry bridge from parking lot.



Parks and Recreation signage.



Park loop trail.



Playground structure.



Playground with mulch surfacing and sidewalk.



Trail connecting to Rotary Park.

FACILITY INVENTORY

Name of Site: Crackerneck Park

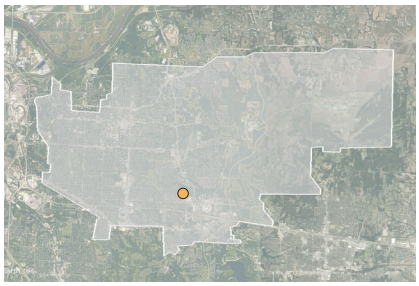
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

16820 E. Crackerneck Rd, Independence, MO 64055

This park is located in the southern area of Independence and abuts a railroad line.



2. GENERAL SITE DESCRIPTION:

Size: 6.9 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

BBQ Grills (Fair Condition)
Picnic Shelters (Fair Condition)
Picnic Tables (Fair Condition)
Playgrounds (Fair Condition)
Restrooms (Poor Condition)
Signage (Poor Condition)
Walking Path (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park is easy to access via car and has fair picnic amenities.

Opportunities: There is a need to expand the trail throughout the lawn and wooded space as well as improve signage. In addition, the parking lot could be refurbished with new asphalt and parking strips.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 2 (Moderate Accessibility)
- There is a parking lot with direct access with ramps to the shelter, playground, and restroom facility.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Playground structure.



Picnic shelter.



Steep grade change from playground.



Picnic tables under shelter.



Excess lawn space.



Public restrooms nearby.

FACILITY INVENTORY

Name of Site: Curtis Greenspace

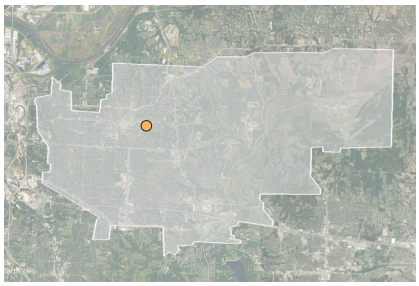
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

700 E. Lexington Ave, Independence, MO 64050

Curtis Greenspace is located just south of Truman Road and runs along the railroad line.



2. GENERAL SITE DESCRIPTION:

Size: 1.7 acres
Classification: Neighborhood Park (Greenspace)

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Signage (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park is a small lawn space with adjacency to neighborhoods.

Opportunities: There is opportunity to improve accessibility from the street. In addition, an opportunity exists for on-street parking options.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 5 (low Accessibility)
- The site has no dedicated parking, other than on-street parking. There is no park access or circulation within the site and the heavy slopes makes accessibility difficult.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.


Sloped green space.


High grade change from street level.


Green space connection to the neighborhood.


Woodland barrier for green space.


Adjacency to neighborhood.

FACILITY INVENTORY

Name of Site: Davis Park

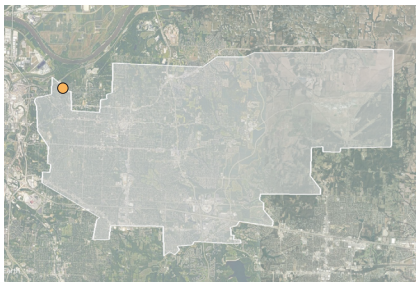
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

221 N Arlington Ave, Independence, MO 64053

The site located at the northwest corner of Independence city limits. It is adjacent to Fairmount Park and bounded by Norledge Ave. and E Scarritt Ave.



2. GENERAL SITE DESCRIPTION:

Size: 5.9 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Basketball half-court (Poor Condition)
Baseball fields (2) (Poor Condition)
Signage (Poor Condition)
Walking path (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: Davis Park is easily accessible with a two-way drive and parking lot with a walking trail.

Opportunities: There is an opportunity to refurbish the parking lot and improve walking trail connections. Additionally, the basketball court is located in the parking lot so relocating or denoting the space with parking stripes would be an improvement.

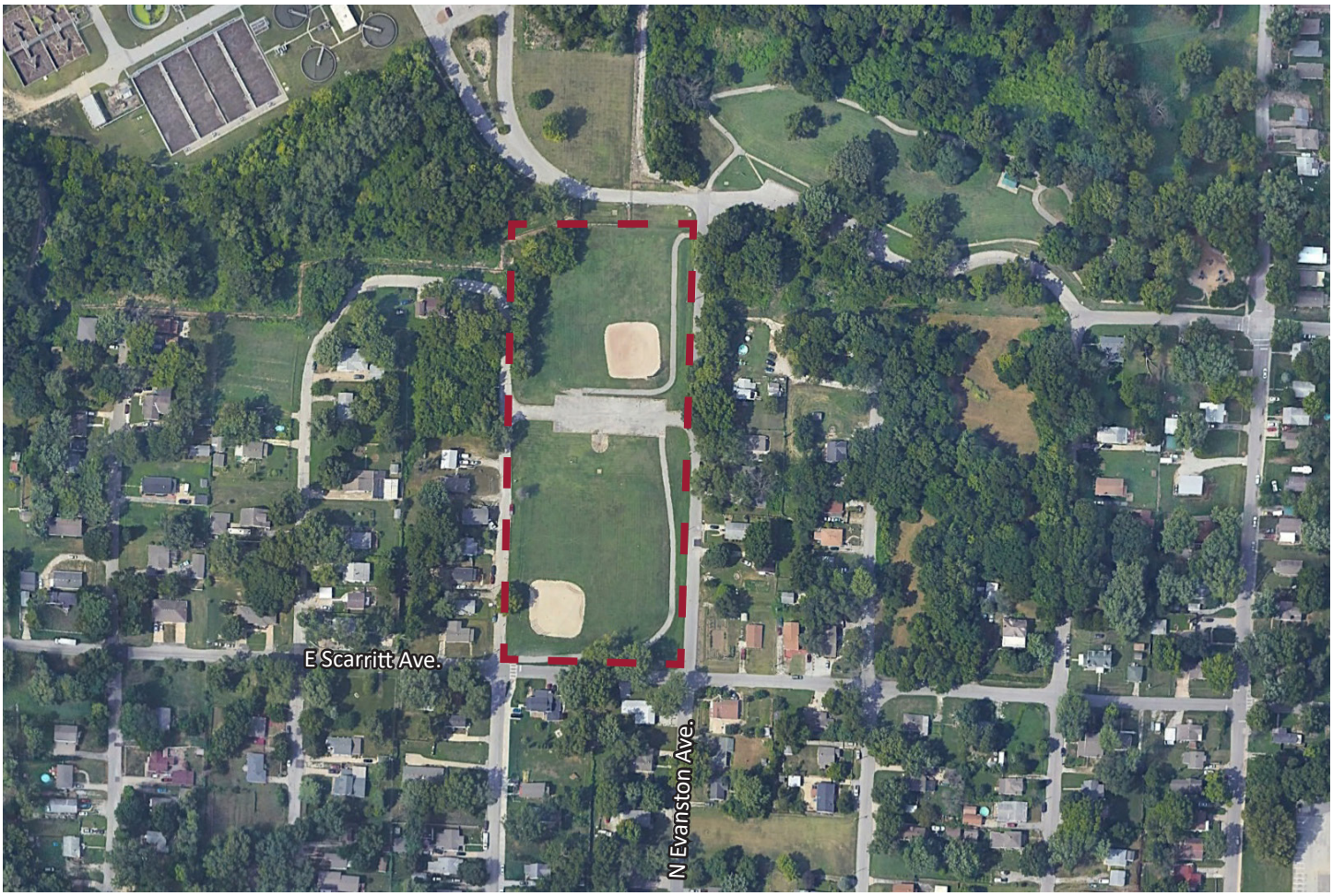
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 2 (Moderate Accessibility)
- There is a parking lot bisecting two practice fields and a trail that connects the park amenities to other park trails.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.



Baseball practice field.



Entry drive to parking lot.



Entrance to Davis Park from Fairmount Park.



Trailhead through park.



Additional view of parking lot.

FACILITY INVENTORY

Name of Site: Dickinson Park

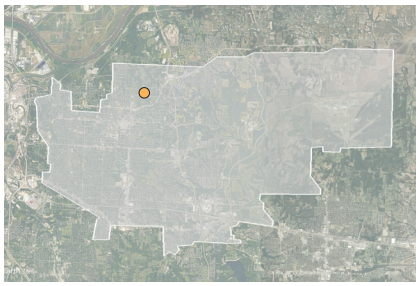
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

1700 Dickinson Rd. Independence, MO 64050 (Dickinson Park)
1500 N Emery DR. Independence, MO 64050 (Dickinson Park Pond)

Dickinson Park is located in the northwest area of Independence and is just north of US-24 Highway.



2. GENERAL SITE DESCRIPTION:

Size: 44.1 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Picnic Shelter (Fair Condition)
Picnic Tables (Fair Condition)
Playground (Fair Condition)
Restrooms (Fair Condition)
Signage (Fair Condition)
Walking Path (Fair Condition)
Fishing Lake (Poor Condition)
Grill (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park has plenty of parking and open space with flexible programming. Additionally, the pond provides an important opportunity for residents to engage water.

Opportunities: There is an opportunity to improve the connectivity of walkways to the different amenities, as well as an opportunity to develop the accessibility to and around the fishing pond. Playground and signage improvements are needed to improve recreational opportunities. Additionally, a more accessible playground surfacing is needed.

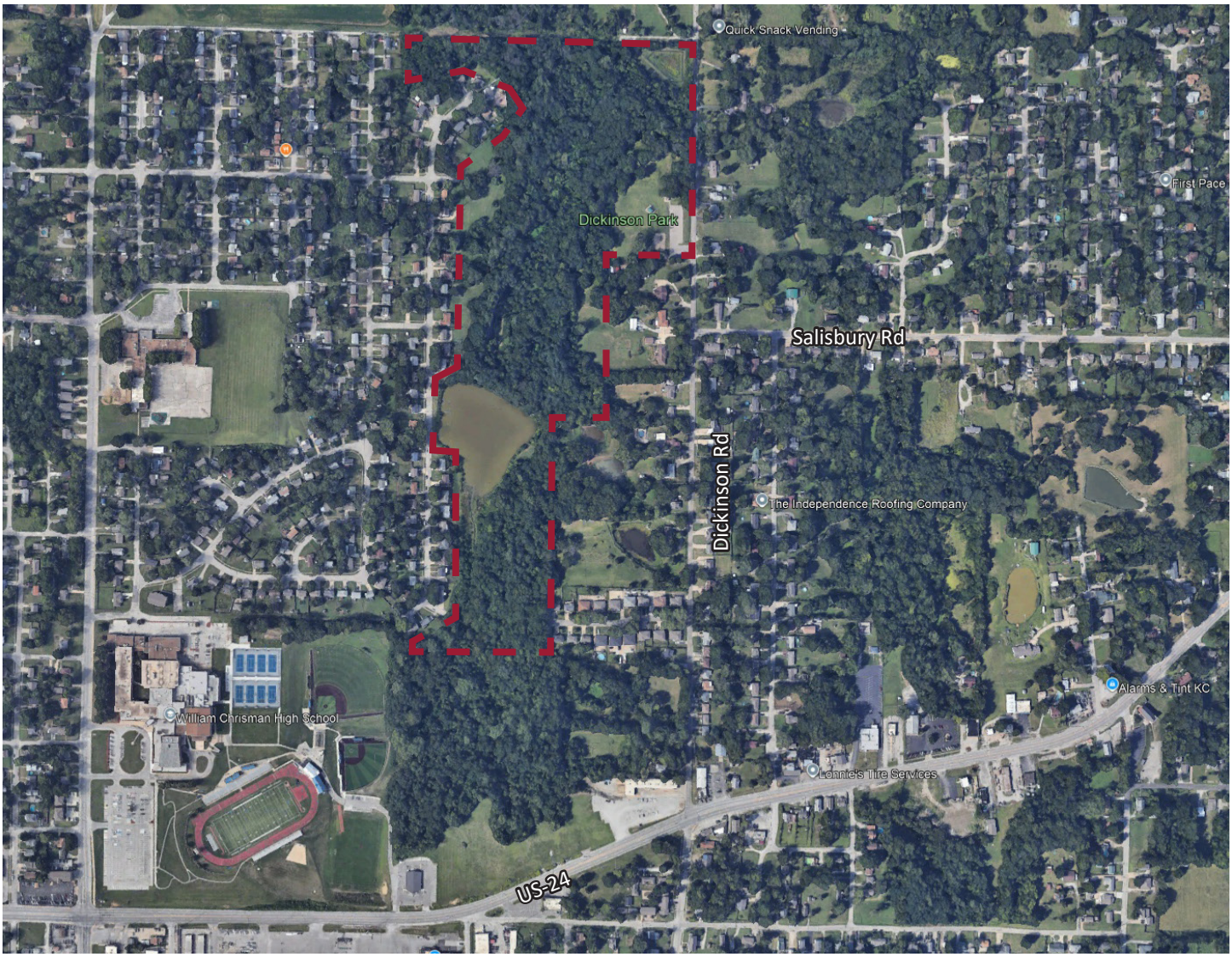
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 4 (Moderate Accessibility)
- The site has a parking lot with ramp access to sidewalks traversing a small section of the site with a shelter, restrooms, and a playground. A large portion of the park is not acceptable by path. The pond is only accessed by Emery Street with no sidewalk access.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.


Park playground.


New wooden fence between parking lot and playground.


Playground structure.


Park loop trail entrance.


Shelter with a few picnic tables.

FACILITY INVENTORY

Name of Site: Fairmount Park

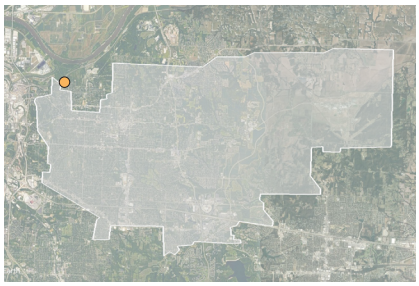
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

300 N. Home Ave., Independence, MO 64053

The site sits in the NW corner of Independence's city limit. It can be accessed along Norledge Ave. Sitting adjacent to a railroad along its north side.



2. GENERAL SITE DESCRIPTION:

Size: 27.5 acres
Classification: Regional Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Picnic Shelters (Fair Condition)
Picnic Tables (Fair Condition)
Playgrounds (Fair Condition)
Signage (Fair Condition)
Walking Path (Fair Condition)
Dog Park (Fair Condition)
Grill (Fair Condition)
Restroom (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: There is available on-street parking and loop trail connections to entry points and park amenities.

Opportunities: There is opportunity to develop more picnic shelters and update the playground structure to re-vamp the park for the region. The playground surfacing should be updated to a poured-in-place or rubber surfacing to be more accessible.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 4 (Moderate Accessibility)
- The park has a parking lot with sidewalk access. The trail circulation around the park has heavy slopes making accessibility difficult. The dog park is accessed by an asphalt trail with minimal parking. The remaining park space is woodland and not accessible.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Playground structure.



Signage and walkways.



Picnic shelter.



Park loop trail has lots of shade and topography changes.



Parks and Recreation signage.



Picnic tables near playground.

FACILITY INVENTORY

Name of Site: Firehouse Park

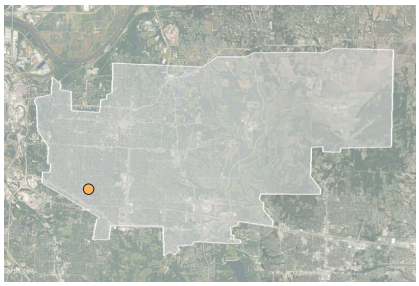
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

11305 E 35th St S, Independence, MO 64052

This site is located just South of 35th street along the Independence Fire Department #5.



2. GENERAL SITE DESCRIPTION:

Size: 5.1 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Signage (Poor Condition)
Fishing Lake (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The fishing pond makes for a nice neighborhood amenity, however improvements are needed to make it more usable.

Opportunities: There is an opportunity to take advantage of the pond as it is a unique condition when compared to the other parks. One consideration could be to develop a boardwalk to wrap around parts of the edge of the pond and dredge the pond to create more depth.

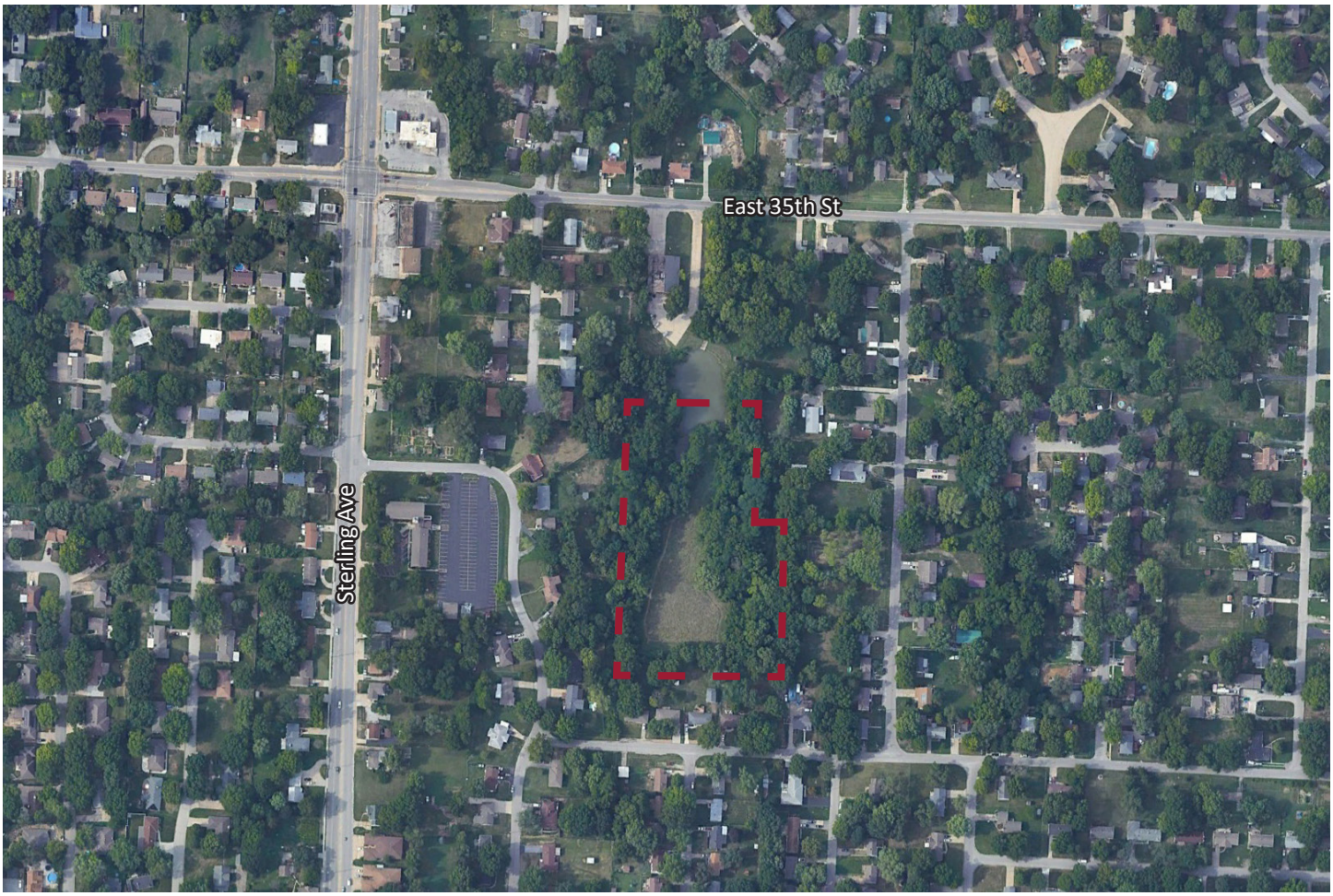
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 5 (low Accessibility)
- The site has little dedicated parking near the fire department. There is no circulation access around the pond.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parking area behind fire station.



Dense plantings acting as a boundary.



Concrete channel directed into the pond.



Signage and vegetation boundary.



Pond behind the fire station.



Steep grade change at the edge of the pond.

FACILITY INVENTORY

Name of Site: George Owens Nature Park

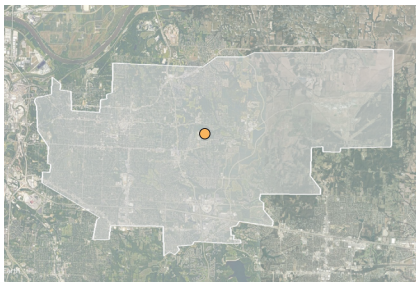
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

1601 S. Speck Rd., Independence, MO 64057

The site sits near the center of the city. The park can be accessed via Speck Rd. and is located just north of M-78 Highway.



2. GENERAL SITE DESCRIPTION:

Size: 75.1 acres
Classification: Regional Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Picnic Shelters (Fair Condition)
Picnic Tables (Fair Condition)
Restrooms (Fair Condition)
Signage (Good Condition)
Walking Path (Fair Condition)
Nature Center (Fair Condition)
Group Camp Area (Fair Condition)
Fishing Lakes (Fair Condition)
Cornhole (Fair Condition)
Horseshoe Pitches (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: George Owens Nature Park has plenty of programmed trails and spaces, maintained by the park. The site provides a lot of recreational amenities not found in other area parks.

Opportunities: There is an opportunity to design more dedicated nature trails with signage and mile markers. This park also provides users with environmental learning opportunities which should be capitalized on with future improvements.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 2 (Moderate Accessibility)
- The site has a parking lot leading to the main buildings. Trails and amenities are located around the site, some of which do not have direct sidewalk access.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Nature trails are located throughout the site



Permeable walking path up to Dewitt Center.



Outdoor space at the Lodge.



Shelter located in the nature reserve.



Picnic tables near pond.



Entry drive turn-around at the Lodge.

FACILITY INVENTORY

Name of Site: Glendale Park

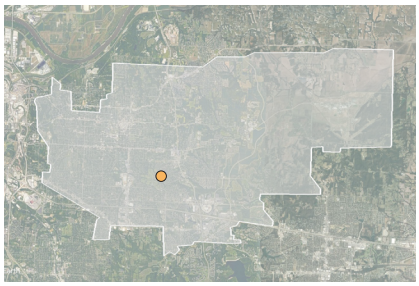
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

16010 E. Crackerneck Rd, Independence, MO 64055

This park is located along Lee's Summit Road in the southern area of Independence.



2. GENERAL SITE DESCRIPTION:

Size: 3.2 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Picnic Tables (Fair Condition)
Playground (South) (Good Condition)
Playground (North) (Fair Condition)
Restrooms (Poor Condition)
Signage (Fair Condition)
Walking Path (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: Glendale Park has plenty of open space and a loop trail. In addition, it has two playground structures, with restrooms nearby.

Opportunities: There is an opportunity to use some of the lawn space for sport courts or more natural planting areas. The restrooms are in poor condition and should be removed, given the short usage time frame of this facility. Trail resurfacing and additional connections to amenities are needed throughout the park.

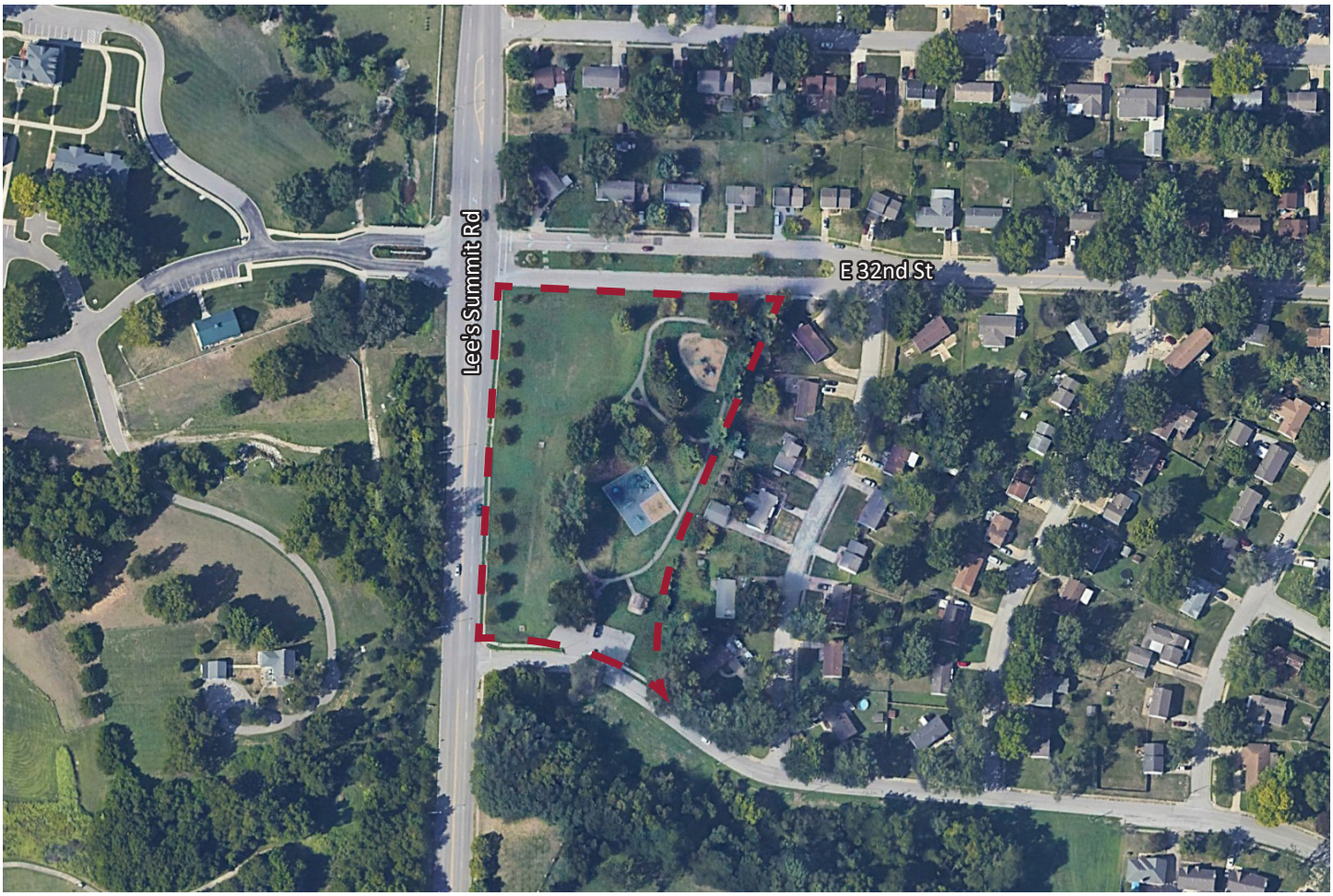
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 2 (Moderate Accessibility)
- The park has a parking lot with direct access to sidewalks with ramps to a shelter, playgrounds, and restroom facility. A perimeter sidewalk and a trail within the park are accessible, with some amenities not accessible to all users.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.


Southern playground structure.


Northern playground structure.


Loop trail around park.


Glider swing could use an accessible path.


Picnic table area.

FACILITY INVENTORY

Name of Site: High Ridge Greenspace

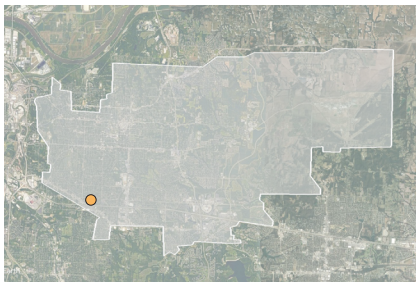
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

11301 E. 40th St. S, Independence, MO 64052

This site is located along the southern edge of Independence, near US-40 Highway.



2. GENERAL SITE DESCRIPTION:

Size: 0.22 acres
Classification: Pocket Park (Greenspace)

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

No amenities present.

4. STRENGTHS AND OPPORTUNITIES:

Strengths: This space has easy access from the neighborhood.

Opportunities: This area can make for a small pocket park with programming or returned to neighborhood property.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 5 (low Accessibility)
- The site has no dedicated parking, other than on the street. There is no circulation access around the greenspace.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Relationship to the neighborhood.



No park amenities.



No dedicated parking area or signage.

FACILITY INVENTORY

Name of Site: Hill Park

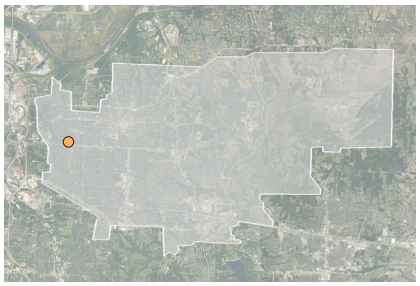
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

2201 S. Maywood Ave., Independence, MO 64052

The site sits on the west side of the city. It is bounded by East 20th St., M-78 Highway, and S Maywood Avenue.



2. GENERAL SITE DESCRIPTION:

Size: 21.1 acres
Classification: Community Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Picnic Shelters (Fair Condition)
Picnic Tables (Fair Condition)
Playground (Fair Condition)
Signage (Fair Condition)
Walking Path (Poor Condition)
Skate Park (Poor Condition)
Grills (Poor Condition)
Restroom (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: Hill Park has unique character with the steep rocky cliff that creates two distinct spaces connected by the old stone stairway. The amenities are in fair condition with signage and trails.

Opportunities: There is opportunity to upgrade the park equipment and utilize the skate park area for an improved skating facility.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 2 (Moderate Accessibility)
- The site has parking lots in the southern portion of the site, a smaller parking area near the cemetery, and a parking area near the skate park. The loop trail throughout the site creates access to amenities.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Trail and sidewalks connecting amenities in the park.



Old stone structure at the park high point.



Skate park with access from the loop trail.



Picnic table and playground structure.



Shelter with picnic tables.



Bridge across small creek into other half of the park.

FACILITY INVENTORY

Name of Site: Hiram Young Park

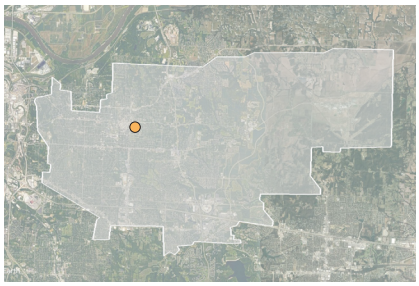
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

215 E. Lexington Ave, Independence, MO 64050

This park is located in downtown Independence and sits along Noland Road.



2. GENERAL SITE DESCRIPTION:

Size: 1.4 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Benches (Fair Condition)
Signage (Good Condition)
Walking Path (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: This is a nice use of park space near downtown for passive use and a loop trail for circulation.

Opportunities: There is a need to improve seating opportunities for pedestrians along the trail. Additional opportunities for interpretative signage or monuments exists allowing for more usage of the park.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 2 (Moderate Accessibility)
- The site has on street parking for access, with a loop trail around the park and seating.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Sidewalk in the park.



Sidewalk in the park.



Sidewalk up to plaza space.



Un-programmed space.



Park signage.



Plaza space with stone benches.

FACILITY INVENTORY

Name of Site: Independence Athletic Complex

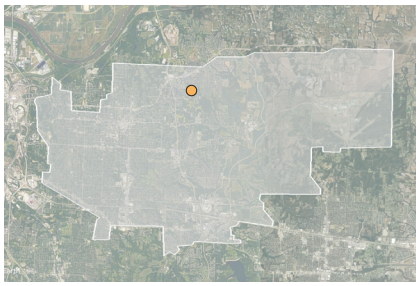
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

17800 E Salisbury Rd, Independence, MO 64056

The site sits north of the center of the city along Salisbury Rd.



2. GENERAL SITE DESCRIPTION:

Size: 165 acres
Classification: Regional Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Picnic Shelters (Fair Condition)
Picnic Tables (Fair Condition)
Playgrounds (Fair Condition)
Restrooms (Fair Condition)
Signage (Fair Condition)
Walking Path (Fair Condition)
Soccer Fields (Fair Condition)
Baseball Fields (Fair Condition)
Multipurpose field (Fair Condition)
Softball Fields (Fair Condition)
Football Field (Fair Condition)
Grills (Fair Condition)
Concession Stand (Fair Condition)
Football Fields (4) (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: This site has 8 full size (adult) soccer fields, 2 baseball fields, 3 softball fields, and 4 football fields. With a focus on sports and space for parking it makes for a well rounded athletic complex.

Opportunities: The large site with sports fields has an opportunity to expand parking and field layout for a one sport oriented athletic complex. Additional focus should be given to implementing the long term master plan developed for the park.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 3 (Moderate Accessibility)
- The site has parking throughout, with access to trails and sidewalks that lead to playing fields. The asphalt parking and trails are lacking some accessible paths from all parts of the park.

6. GENERAL NOTES:

Active/Passive: Active

7. PHOTO INVENTORY:





Directional parking lot signage.



Cave ventilation units fenced off.



Playground structure.



Parks and Recreation signage.



Trails connecting amenities and fields in the park.



Restrooms and baseball field.

FACILITY INVENTORY

Name of Site: Lipton Conservation Area

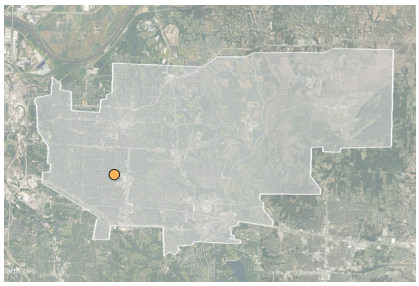
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

201 W 31st St, Independence, MO 64055

This site is located near Santa Fe Trail Park just off of Noland Road.



2. GENERAL SITE DESCRIPTION:

Size: 43.2 acres
Classification: Conservation Area

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Walking Path (Poor Condition)
Signage (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The conservation area has an existing trail network.

Opportunities: The area could use improvements to trail conditions or pedestrian signage/ trail heads. The Conservation Department has made an offer to transfer ownership.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 4 (Moderate Accessibility)
- The site has a small circle drive for parking with a gravel trail throughout the conservation area with some heavy slopes and erosion conditions making for difficult circulation.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Lipton trail head signage and primary entrance.


Secondary trail entrance.


Entry drive has no signage near secondary trail entrance.


Gravel trail.


Trail shows signs of erosion in some places and makes for an uneven surface.


Trail lacks signage or markers.

FACILITY INVENTORY

Name of Site: McCoy Park

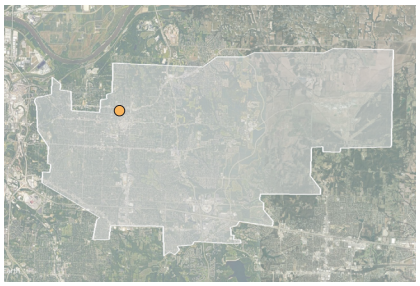
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

800 N Bess Truman Parkway, Independence, MO 64050

The site is located just north of downtown Independence. It is bound by US-24 Highway, N Spring St.; and accessed by W College St. It is bisected by Bess Truman Pkwy and a small drainage channel.



2. GENERAL SITE DESCRIPTION:

Size: 26 acres
Classification: Regional Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

BBQ Grills (Fair Condition)
Picnic Shelters (Good Condition)
Picnic Tables (Good Condition)
2- (Variety KC) Inclusive Playgrounds (Good Condition)
1- Play-field (Good Condition)
Restrooms (Fair Condition)
Signage (Fair Condition)
Walking Path (Fair Condition)
Grills (Fair Condition)
Splash Pad (Poor Condition)
Pickleball/Tennis Courts (Fair Condition)
Horseshoes (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: McCoy Park has amenities that are well maintained; most programming is already well established in the form of playgrounds, sport courts, a splash pad, and horseshoe pits.

Opportunities: There is an opportunity to improve the quality of drives and parking lots as some lack proper parking stripes and curbs. Additional focus should be given on the splash pad upgrades and improvements.

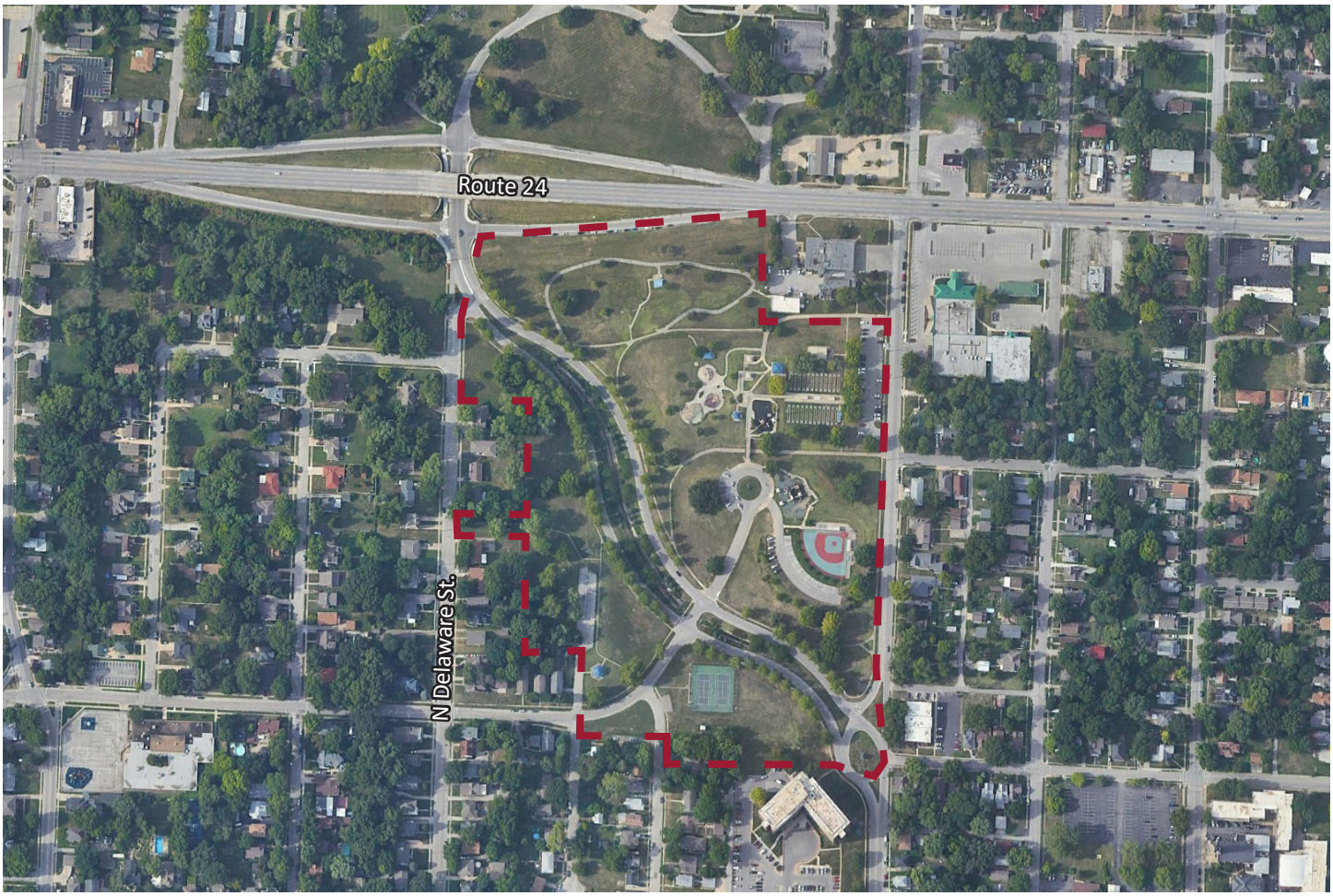
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- The site has parking lots that lead to accessible sidewalks and trails that lead to all park amenities all of which are universally accessible for park users.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Universally accessible play area.



Picnic shelter with ample picnic tables.



Horseshoe pits.



Terraced portions of the park with easy to access stairs and ramps.



Primary lawn area for open use.



Splash pad area.

FACILITY INVENTORY

Name of Site: Mill Creek Park

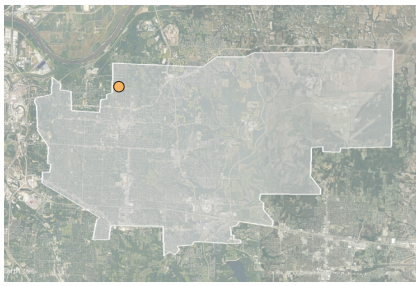
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

1717 N River Blvd, Independence, MO 64050

The site sits in the NW portion of the Independence city limit. It is bounded by W Jones St. and Kemper Ave.; it is bisected by Mill Creek Dr.



2. GENERAL SITE DESCRIPTION:

Size: 44.9 acres
Classification: Regional Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Baseball fields (Fair Condition)
BBQ Grills (Fair Condition)
Picnic Shelters (Fair Condition)
Picnic Tables (Fair Condition)
Playgrounds (Fair Condition)
Restrooms (Fair Condition)
Signage (Fair Condition)
Walking Path (Poor Condition)
Tennis Courts (Fair Condition)
Concessions Stand (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: Mill Creek Park has multiple sport fields that are well maintained with parking and play opportunities.

Opportunities: There are opportunities to improve connectivity of walkways and pedestrian signage. Other improvements can focus on playground equipment and surfacing, making these more accessible to users.

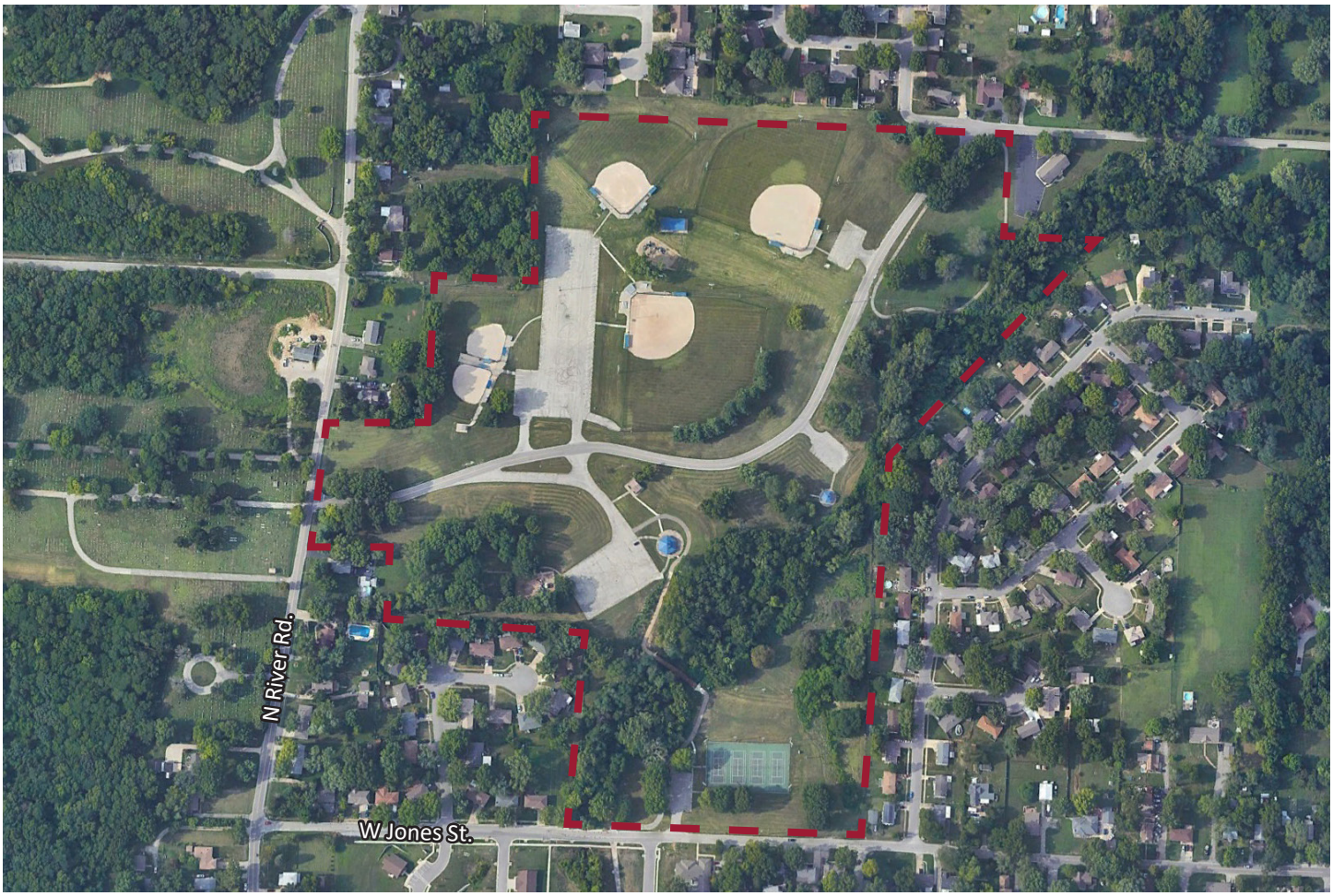
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 3 (Moderate Accessibility)
- The site has parking lots and sidewalks that lead to some of the park amenities. Not all areas of the park are connected by trail or have universal access.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Playground with benches.



Baseball field and bleachers.



Restroom facilities.



Additional playground structure.



Baseball field.



Parks and Recreation signage.

FACILITY INVENTORY

Name of Site: Overton Park

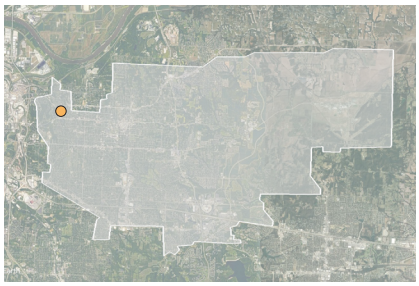
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

824 S Overton Ave, Independence, MO 64053

The park is located along E 9th Street and takes up less than half an acre. It has a one hoop basketball court, one bench, and signage.



2. GENERAL SITE DESCRIPTION:

Size: 0.26 acres
Classification: Pocket Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Basketball Court (Half Court) (Fair Condition)
Signage (Fair Condition)
Walking Path (Good Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: Overton Park is a small pocket park with a half basketball court, making for a nice amenity in the neighborhood.

Opportunities: There is an opportunity to provide amenities that feed into the basketball court, with benches or a water fountain.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- The site has on-street parking with access to the basketball court from a sidewalk.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.


Basketball court.


Sidewalk running along E 9th street.

FACILITY INVENTORY

Name of Site: Phil Roberts Park

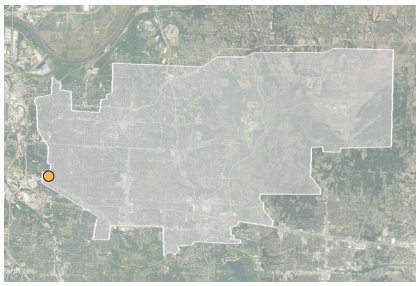
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

3250 S. Blue Ridge Blvd, Independence, MO 64052

The site is located along Blue Ridge Blvd and shares the space with a small cemetery.



2. GENERAL SITE DESCRIPTION:

Size: 10.9 acres
Classification: Community Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Picnic Tables (Poor Condition)
Signage (Fair Condition)
Walking Path (Poor Condition)
Pitcher Cemetery (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: Phil Roberts Park is easily accessible and has plenty of parking with direct trail access. There is also a lot of natural areas providing ample shade to users.

Opportunities: There is an opportunity to refurbish seating elements to make them more cohesive as they are currently mismatched. There is also a need for trail lighting and improved sight lines.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 2 (Moderate Accessibility)
- There is a parking lot connecting a loop trail and access to benches and a picnic table. Trail access ends with a gravel trail that is not considered accessible to other parts of the site.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Loop trail.



Parks and Recreation signage.



Walkway to an un-programmed concrete pad.



Chain link fence alongside trail adjacent to street.



Benches along loop trail.



Picnic table connected to bench along the loop trail.

FACILITY INVENTORY

Name of Site: Polly's Pop Park

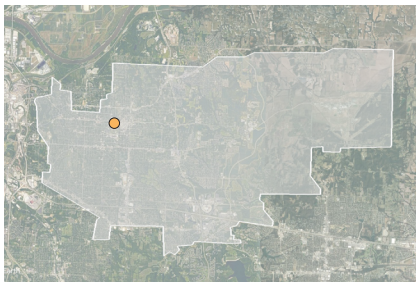
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

204 N River Blvd, Independence, MO 64050

The site is located directly adjacent to the intersection at W Truman Rd and N River Blvd. It is located behind a convenience store on the corner.



2. GENERAL SITE DESCRIPTION:

Size: 2 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

No amenities.

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park has plenty of open space ready for programming. It has decent connectivity to surrounding development.

Opportunities: There is an opportunity for playground equipment, sport courts, yard games, splash pad park, etc.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 5 (low Accessibility)
- The site has no dedicated parking, other than on-street parking. There is a perimeter sidewalk along Truman Road and River Boulevard, with no other park access.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Lawn space from the sidewalk.



Open greenspace.



Slight grade change to a low point.



Open greenspace.



Large drain at the low point in the topography.



Space behind adjacent convenience store.

FACILITY INVENTORY

Name of Site: Rotary Park

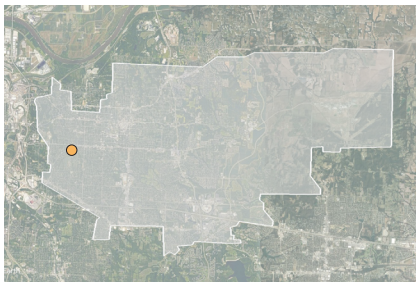
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

10615 E 24th St S, Independence, MO 64052

The site is located on the west side of Independence city limits. It is adjacent to Nova Center School and the intersection at Westport Rd. and E 24th St.



2. GENERAL SITE DESCRIPTION:

Size: 11.1 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Picnic Shelters (Fair Condition)
Picnic Tables (Fair Condition)
Playground (Good Condition)
Restrooms (Fair Condition)
Signage (Fair Condition)
Walking Path (Poor Condition)
Splash Pad (Poor Condition)
Outdoor Exercise Equipment (Good Condition)
Grill (Good Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: Easily accessible via car with ample parking. It also has a trail connecting to another park allowing for an alternative entry via trail.

Opportunities: The park has a dead-end parking lot so there is an opportunity to provide a turnaround to make it easier to get in and out of the parking lot. There is also an opportunity for better signage to indicate the parks connection via the trail. Improvements to the splash pad and trail are also needed to draw more users to the park.

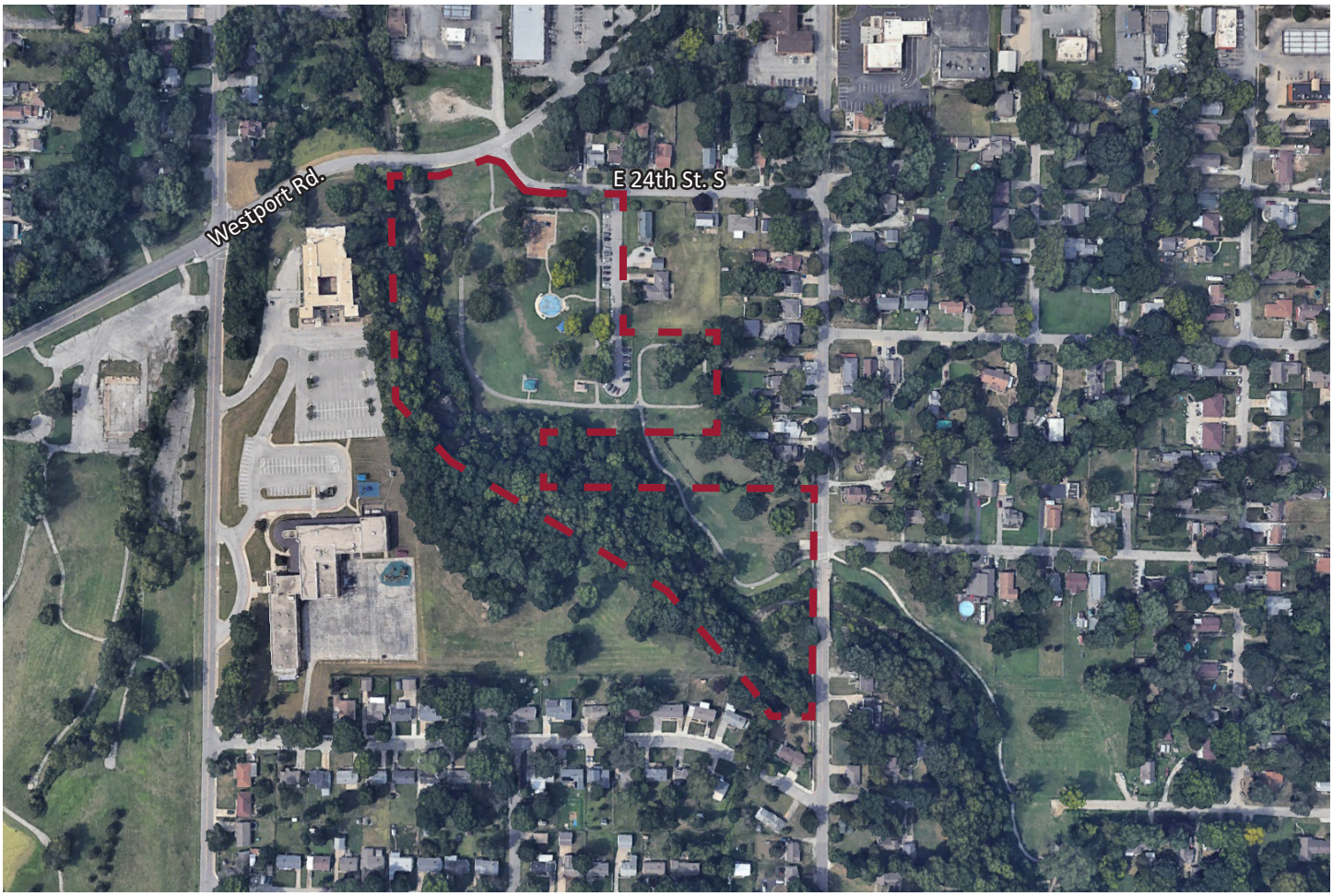
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- There is a parking lot connecting a loop trail and sidewalks to all amenities.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.



Workout equipment.



Playground structure.



Shelter with a few tables.



Restroom facility.



Small splash pad.

FACILITY INVENTORY

Name of Site: Santa Fe Trail Park

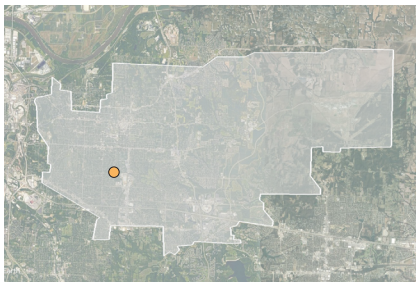
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

2731 S Santa Fe Rd., Independence, MO 64052

The site sits just SW from downtown Independence. It is bounded by W 31st St. and Santa Fe Rd. within a single-family neighborhood. It is also adjacent to a railroad line in Independence.



2. GENERAL SITE DESCRIPTION:

Size: 41.5 acres
Classification: Community Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Tennis Court (Fair Condition)
BBQ Grills (Poor Condition)
Picnic Shelters (Fair Condition)
Picnic Tables (Fair Condition)
Playground 1 (North) (Fair Condition)
Playground 2 (South) (Under Replacement)
Restrooms (Poor Condition)
Signage (Fair Condition)
Walking Path (Fair Condition)
Dog Park (Fair Condition)
Skate Park (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: Santa Fe Trail park has ample parking and accessibility. Multiple amenities including a dog park, tennis courts, ball fields, and playgrounds make this a dynamic park.

Opportunities: There are opportunities to better connect the baseball fields, tennis courts, and dog park with pedestrian paths.

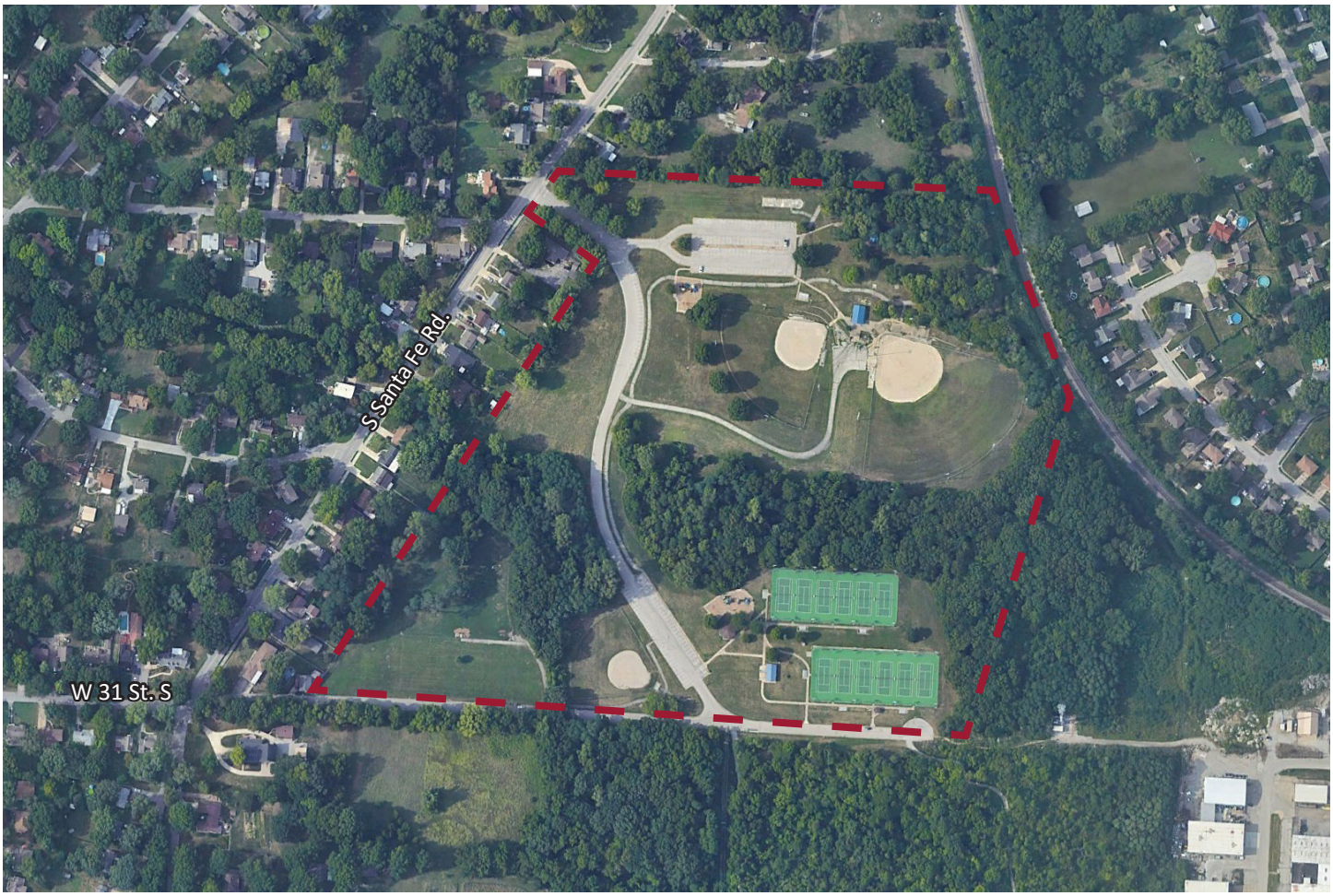
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 3 (Moderate Accessibility)
- There is a parking lot bisecting the site, providing sidewalks and trails to all amenities, not all of which are universally accessible. Heavy slopes in the park also make traversing the trails difficult in areas.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.



Entry drive along baseball field.



Sidewalks and trails have elevation changes in the practice field location.



Shelter with picnic tables.



Tennis courts and southern playground structure.



Small and large breed dog park fenced in.

FACILITY INVENTORY

Name of Site: St. Clair Park

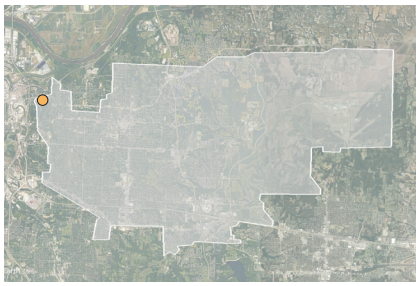
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

433 S Farley Terrace, Independence, MO 64053

The site sits in a residential area just south of Winner Rd along S Farley Terrace.



2. GENERAL SITE DESCRIPTION:

Size: 2.5 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Playgrounds (Fair Condition)
Signage (Fair Condition)
Walking Path (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: This neighborhood park has a small playground sitting at the bottom of a sloped hill and open greenspace.

Opportunities: There is an opportunity to add more shade options and improve the quality of the trail leading to the playground.

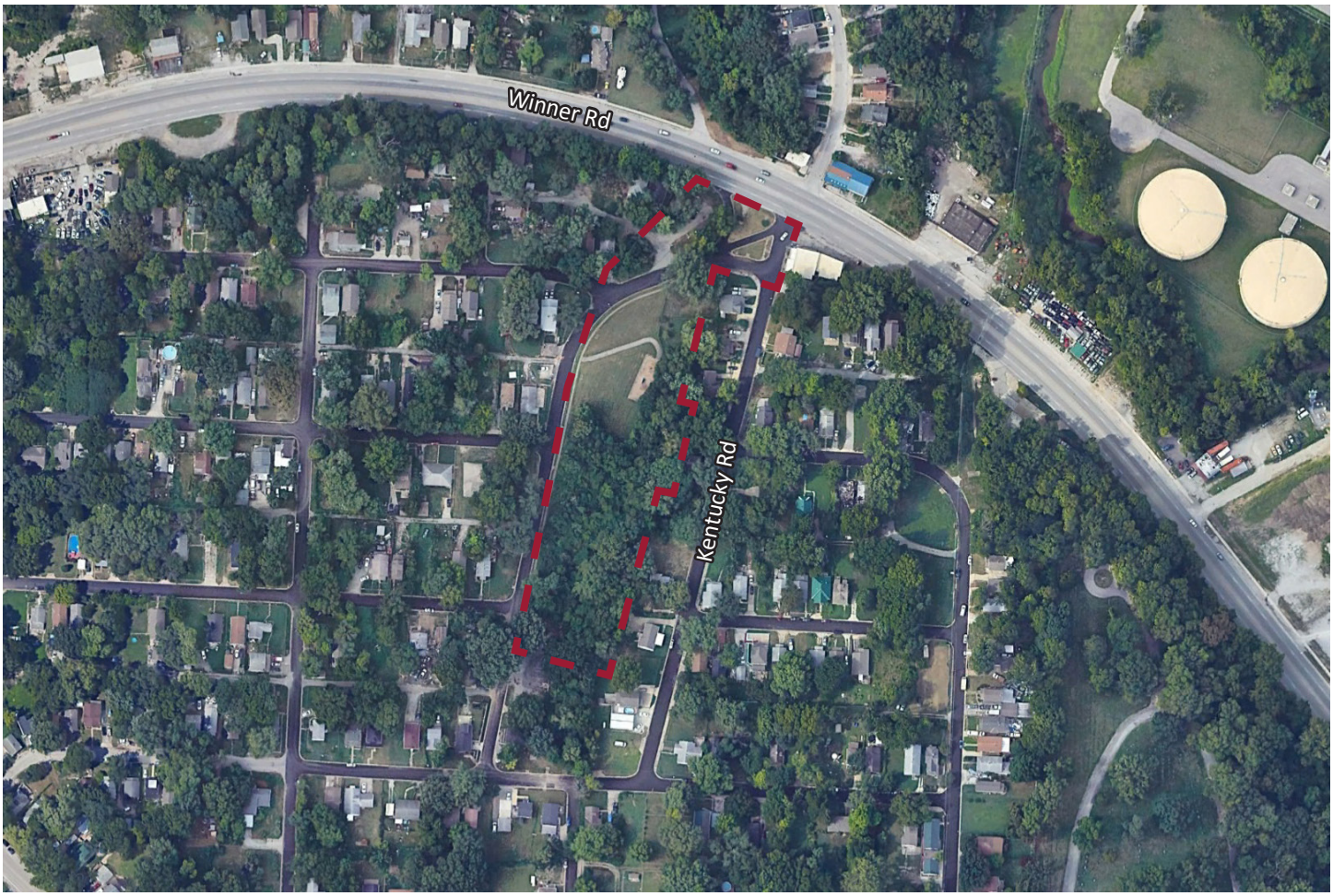
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 4 (Moderate Accessibility)
- There is no dedicated parking, with a sidewalk running along the road with no ramp access. The trail in the park is asphalt with a large elevation change from the road down to the playground.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parks and Recreation signage.


Hill leading down to trail around playground.


Playground with wrap around sidewalk.


Top of hill alongside street.


Open lawn space near dense vegetation.


Trail leading down hill to the playground.

FACILITY INVENTORY

Name of Site: Sycamore Hills Park

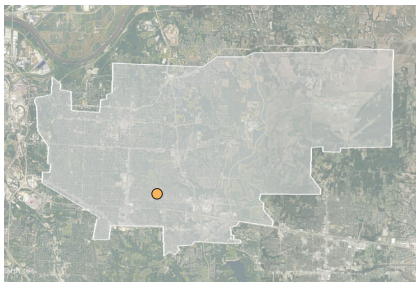
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

3700 S Haden Dr, Independence, MO 64055

The park sits within a residential area just north of East 39th St and connects to the Sycamore Hills Elementary School.



2. GENERAL SITE DESCRIPTION:

Size: 2.8 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Picnic Tables (Poor Condition)
Playgrounds (Fair Condition)
Signage (Fair Condition)
Walking Path (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park has playground equipment and benches with a pedestrian bridge over a small creek and wooded area.

Opportunities: The loop trail quality could be improved and the playground surfacing can be improved with a poured-in-place or rubber surfacing.

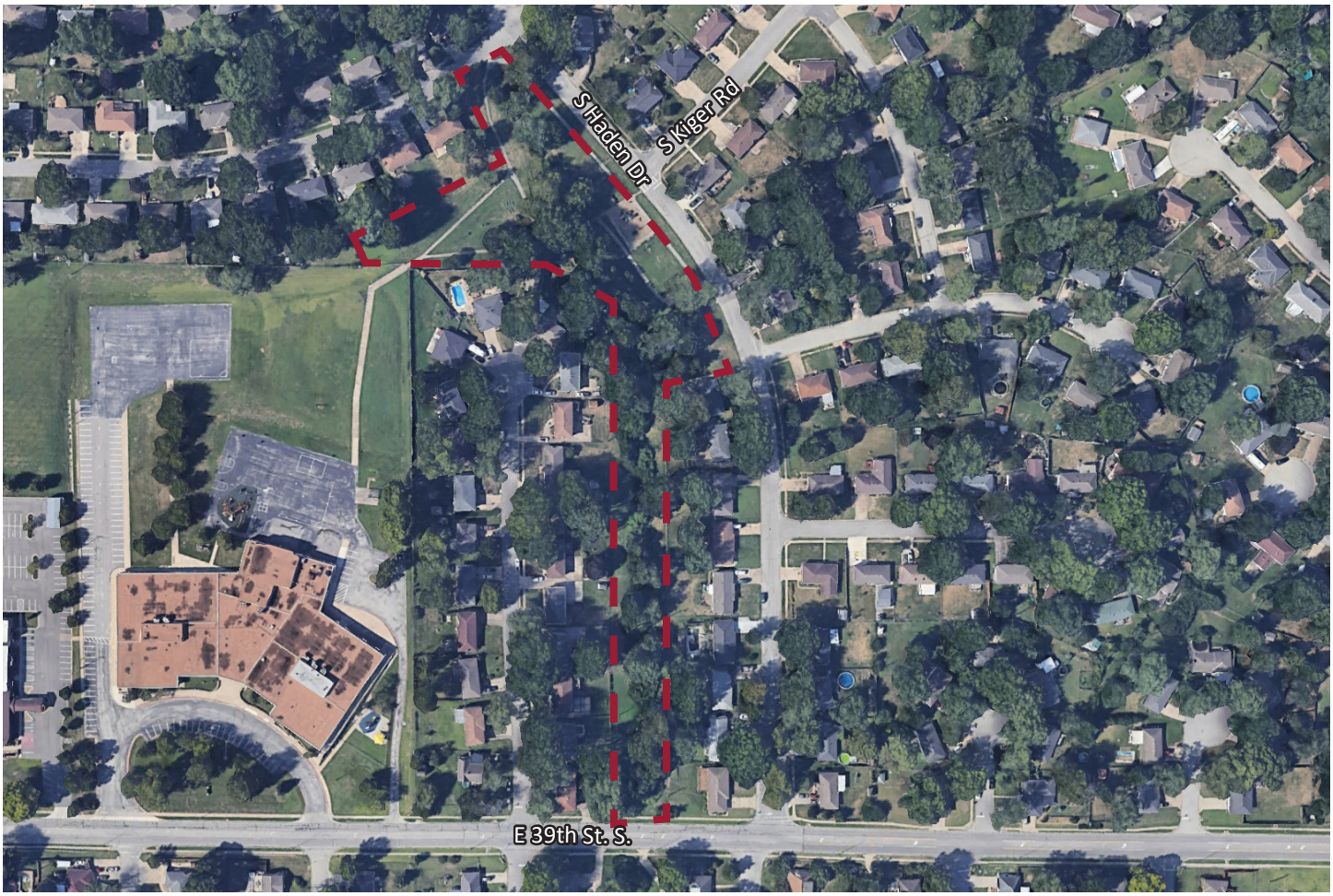
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- There is no dedicated parking, other than on-street parking. There is sidewalk access into the park from the neighborhood with a ramp from the street. The loop trail in the park is asphalt, surrounding the playground and connecting up the site to the adjacent school sidewalk.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Pedestrian bridge leading over creek.



Playground equipment with mulch bed material.



Lawn space with a picnic table.



Loop trail leading around the creek.



Loop trail entry from the street.



Trail with typical pedestrian lighting implements.

FACILITY INVENTORY

Name of Site: Vaile Mansion

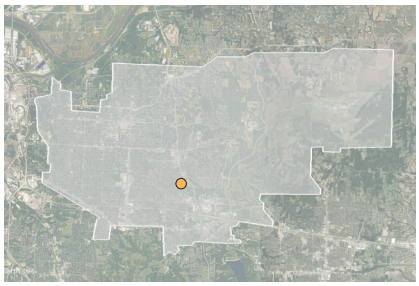
Date Completed: September, 2025

Completed By: Avery Nichols

1. SITE LOCATION:

1500 N. Liberty St., Independence, MO 64050

The Vaile Mansion Museum is located on North Liberty Street near downtown Independence.



2. GENERAL SITE DESCRIPTION:

Size: 3.8 acres
Classification: Historic Site

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Signage (Fair Condition)
Fence (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The 3 story museum displays a traditional lawn and landscape with an outdoor seating area.

Opportunities: This historic site has the opportunity to re-furbish some of the outdoor amenities such as the fencing located along North Liberty Street, as well as an opportunity for new seating in the outdoor courtyard area.

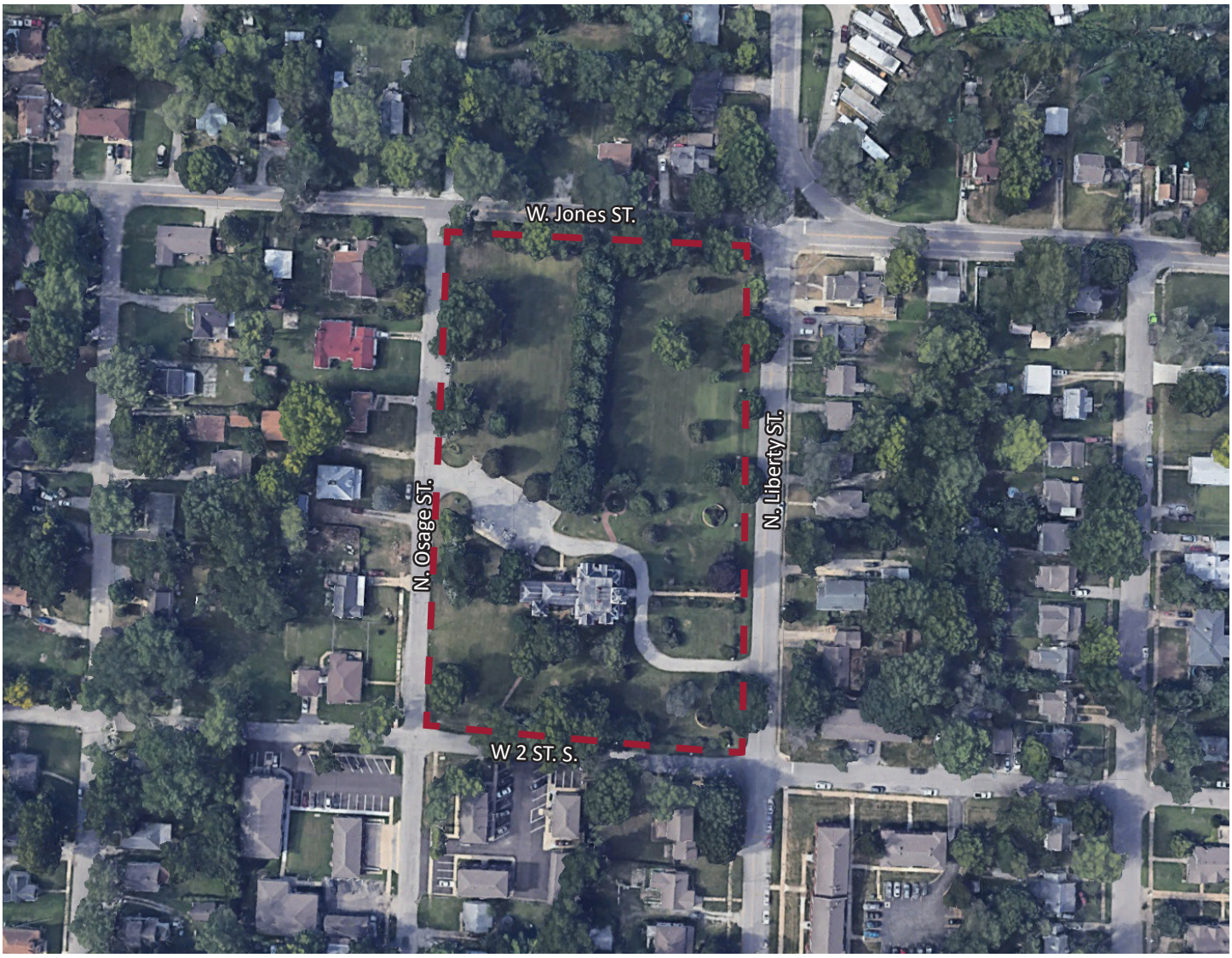
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 2 (Moderate Accessibility)
- The site has a new sidewalk along West 2nd Street South and Jones Street that creates accessible entry into the site, but lacks perimeter sidewalks along Liberty and Osage Street. There is a parking lot on site creating entry into the museum with stairs.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:



FACILITY INVENTORY

Name of Site: Van Hook Park

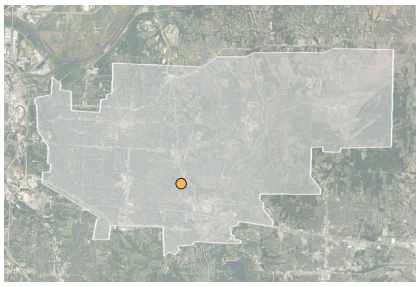
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

3231 S Shrank Rd., Independence, MO 64055

The site sits just south of the center of the Independence city limit. It is located between Crackerneck Rd. and M-291 Hwy.



2. GENERAL SITE DESCRIPTION:

Size: 113.8 acres
Classification: Regional Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

(4) Fields (Poor Condition)
Restrooms (Portapotty) (Poor Condition)
Signage (Poor Condition)

Note: This park sits on an old landfill site that limits the use of its amenities due to the trash.

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park has a lot of space for events and future programming.

Opportunities: There is an opportunity to refurbish existing fields and facilities while adding pedestrian trails and amenities. There is also opportunity to develop playground spaces or other sport courts.

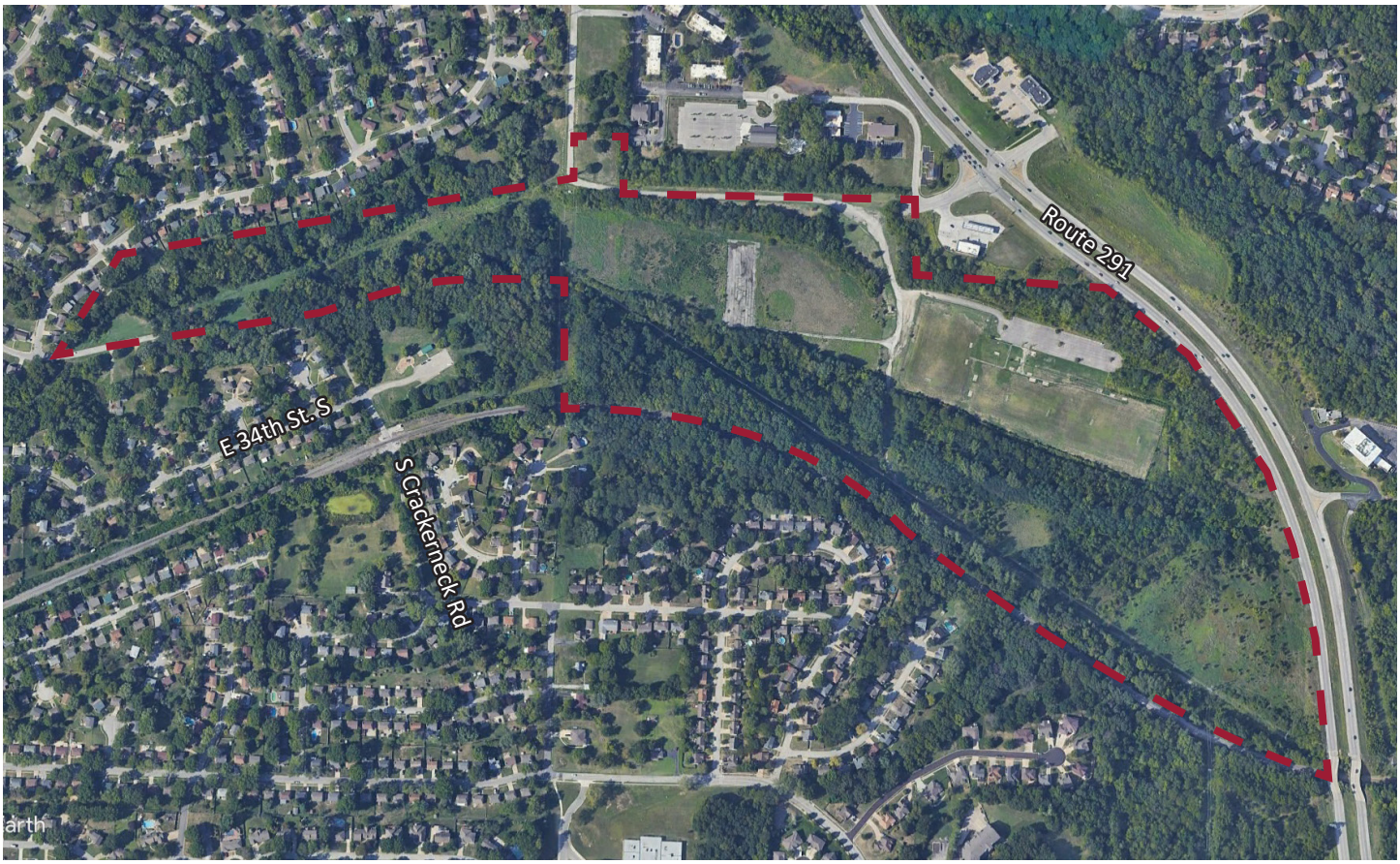
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 4 (Low Accessibility)
- Access to the site is currently closed due to declining site conditions. Sidewalk access on site from the parking lots are not considered ADA accessible.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Gate access from primary drive.



Primary drive seen in Google street view.



Restroom facilities seen on Google street view. (Permanently Closed)



Soccer fields seen from Google street view.

FACILITY INVENTORY

Name of Site: Waterfall Park

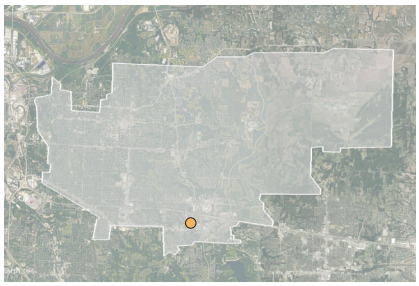
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

4501 S Bass Pro Dr, Independence, MO 64055

The site is located south of the center of the Independence city limit. It is located along Bass Pro Dr. and is adjacent to a Bass Pro Shop as a part of a connected campus.



2. GENERAL SITE DESCRIPTION:

Size: 49.6 acres
Classification: Regional Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Picnic Shelters (Fair Condition)
Picnic Tables (Fair Condition)
Playgrounds (Good Condition)
Restrooms (Fair Condition)
Signage (Fair Condition)
Walking Path (Fair Condition)
Cornhole (Fair Condition)
Grill (Fair Condition)
Fishing Pier (Good Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park has ample parking and mature trees that shade play amenities and a shelter for gatherings. The site has easy access via Bass Pro Dr. It has a unique amenity with an overlook platform on the lake.

Opportunities: There are opportunities to improve some of the walking path sections as well as improving the quality of the restroom facility.

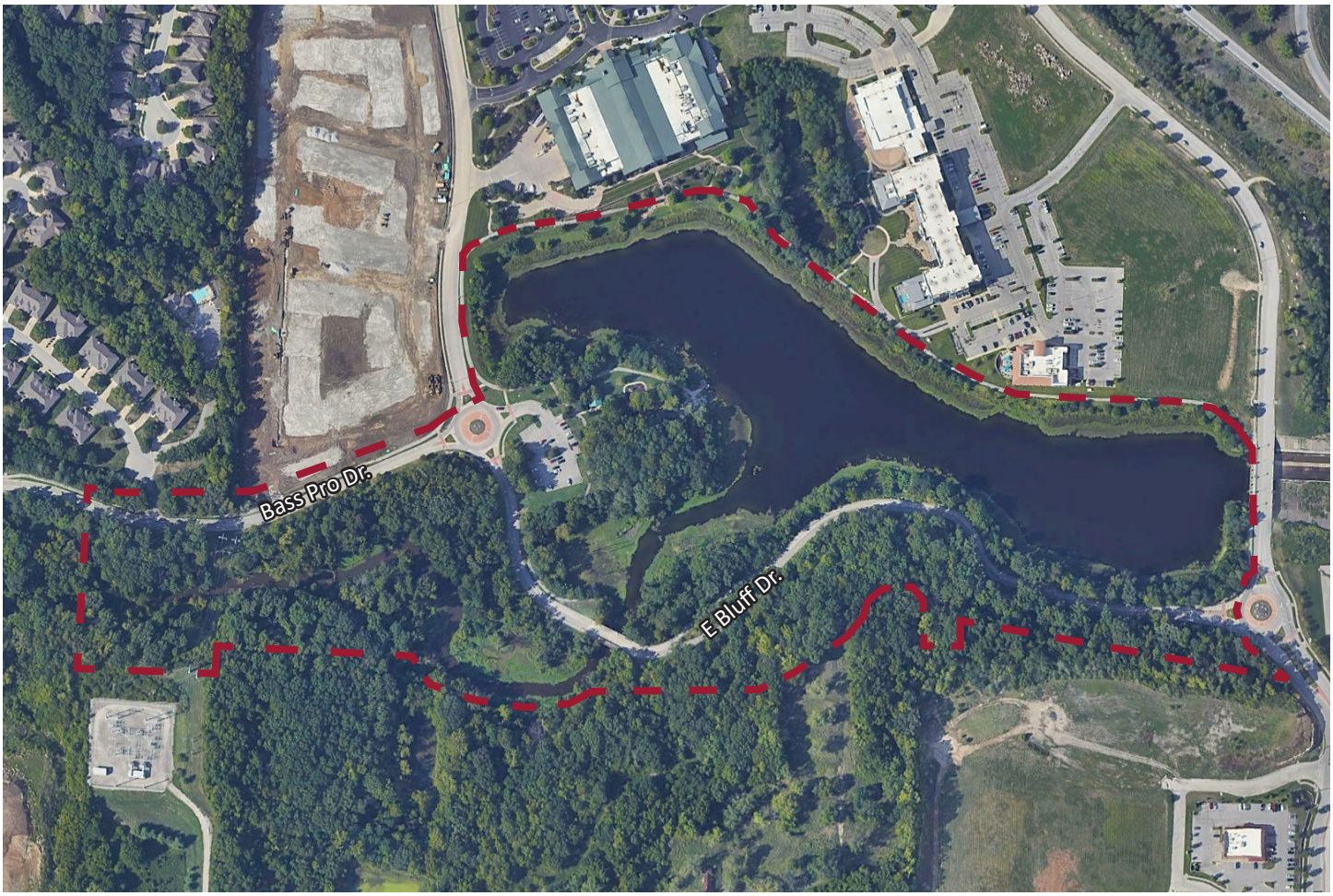
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- There is a parking lot with ramp access into the site from sidewalks that also connect to a loop trail. There is a loop trail within the park that connects the park amenities and a loop trail around the lake that creates access to nearby attractions.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Parking lot with planting islands.



Trail through tree grove.



Loop trail around the playground and shelter to the lake and observation deck.



Restroom facility near the parking lot and playground.



Sidewalk to the playground structures.



Shelter with picnic tables.

FACILITY INVENTORY

Name of Site: Woodlawn Cemetery

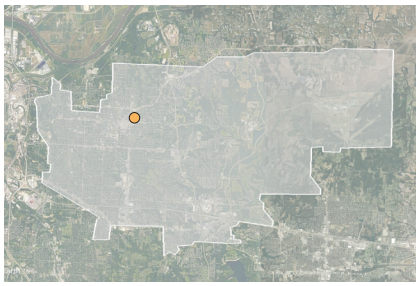
Date Completed: September, 2025

Completed By: Avery Nichols

1. SITE LOCATION:

701 S. Noland Rd. Independence, MO 64050

This site is centrally located near downtown Independence.



2. GENERAL SITE DESCRIPTION:

Size: 43 acres
Classification: Special-Use

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Cemetery (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: This is a centrally located cemetery near downtown Independence, with an access road throughout the site.

Opportunities: The unique classification of this park does not allow for other programming uses, improvements can be made to the road within the site.

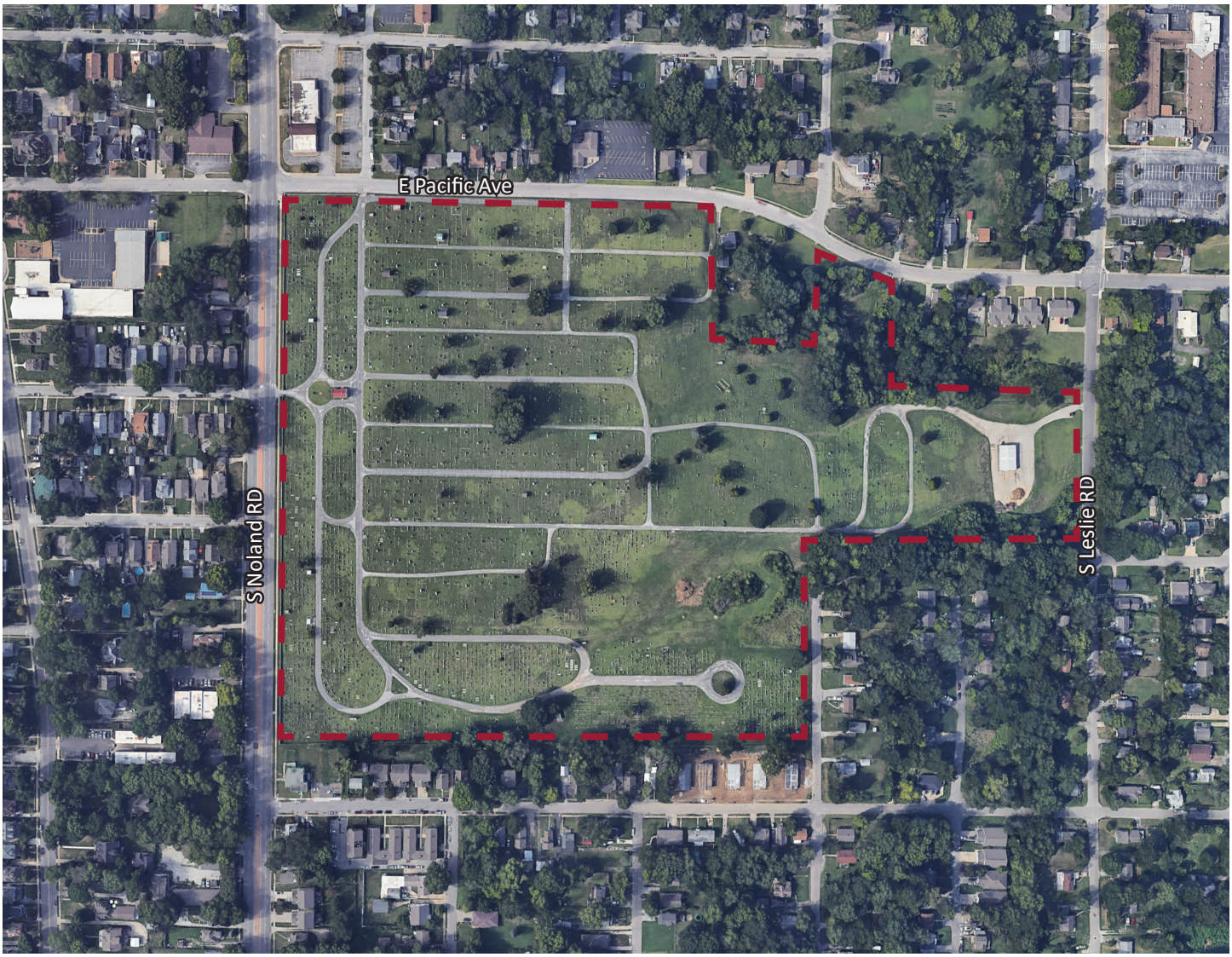
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 5 (Low Accessibility)
- Access to and through the site is by road.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Sexton Office near entrance.



View of headstones in cemetery.



Road sign and asphalt road near entrance.



View of cemetery layout and elevation condition.



Road and curb near headstones.



Cemetery view.

FACILITY INVENTORY

Name of Site: Young Park

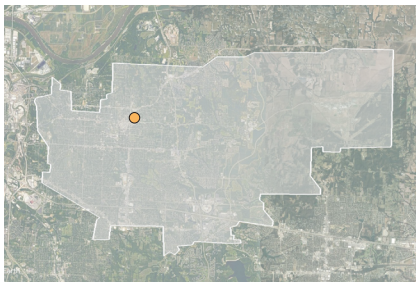
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

405 N Dodgion St, Independence, MO 64050

The site sits northeast of downtown Independence, near the intersection of Noland Road and Truman Road.



2. GENERAL SITE DESCRIPTION:

Size: 1.5 acres
Classification: Neighborhood Park

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Basketball Court (Poor Condition)
Small Playground (Fair Condition)
Signage (Fair Condition)
Walking Path (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The park is adjacent to residential homes and has play amenities and a trail that weaves through some natural planting areas.

Opportunities: There is an opportunity to make better connections to the nearby apartments. The park can also be improved with a refurbished sport court and a new playground.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 3 (Moderate Accessibility)
- This park has no dedicated parking, with some on-street parking. There is access into the park from the street with a ramp leading to a sidewalk and loop trail around the park amenities.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Park access from the street.



Two basketball courts with surrounding sidewalk.



Playground equipment.



Open lawn with large elevation change down to street level.



Sidewalks leading to open lawn.



Stairway up to open lawn.

FACILITY INVENTORY

Name of Site: 39th Street - Off Street Trail

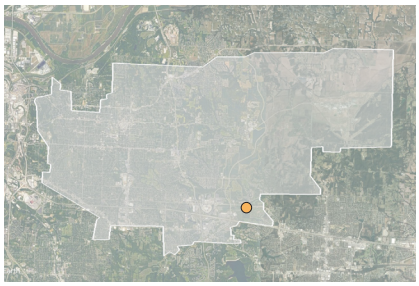
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

Little Blue Pkwy to Rd Mize Rd - Independence, MO 64057

This trail is located along E 39th Street stretching from Little Blue Parkway to Rd Mize Rd.



2. GENERAL SITE DESCRIPTION:

Size: 1.5 Miles
Classification: Off-Street Trail

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Walking Path (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The trail can fit multiple users at once and is located along the Southeastern portion of the city.

Opportunities: There is a need for signage along the trail for pedestrians. The space along the trail can also support amenities in the future such as shade and seating.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- This trail provides accessible sidewalks along the route.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Trail near Little Blue Parkway.



Bridge condition along 39th.



Looking West on the South side of 39th street.



Trail has roads that don't continue through, using road blocks.



Asphalt paving along the trail.



Sidewalk along the North side of 39th street.

FACILITY INVENTORY

Name of Site: Fairmount Connector Trail

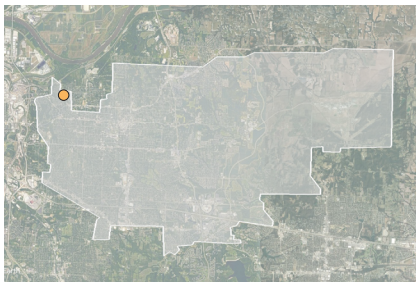
Date Completed: November, 2025

Completed By: Avery Nichols

1. SITE LOCATION:

Arlington Avenue to Fairmount Park, Independence MO 64053

This trail is located in northeast Independence and runs from Fairmount Park to the intersection of US Highway 24 and Huttig Avenue.



2. GENERAL SITE DESCRIPTION:

Size: .5 Miles
Classification: Linear Trail

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Walking Path (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: This is a wide trail connecting a large park space, running through a residential area and along the railroad line.

Opportunities: There is a need for signage along the trail for pedestrians and the trail can be improved with a plaza terminus near the intersection of US highway 24 and Huttig avenue.

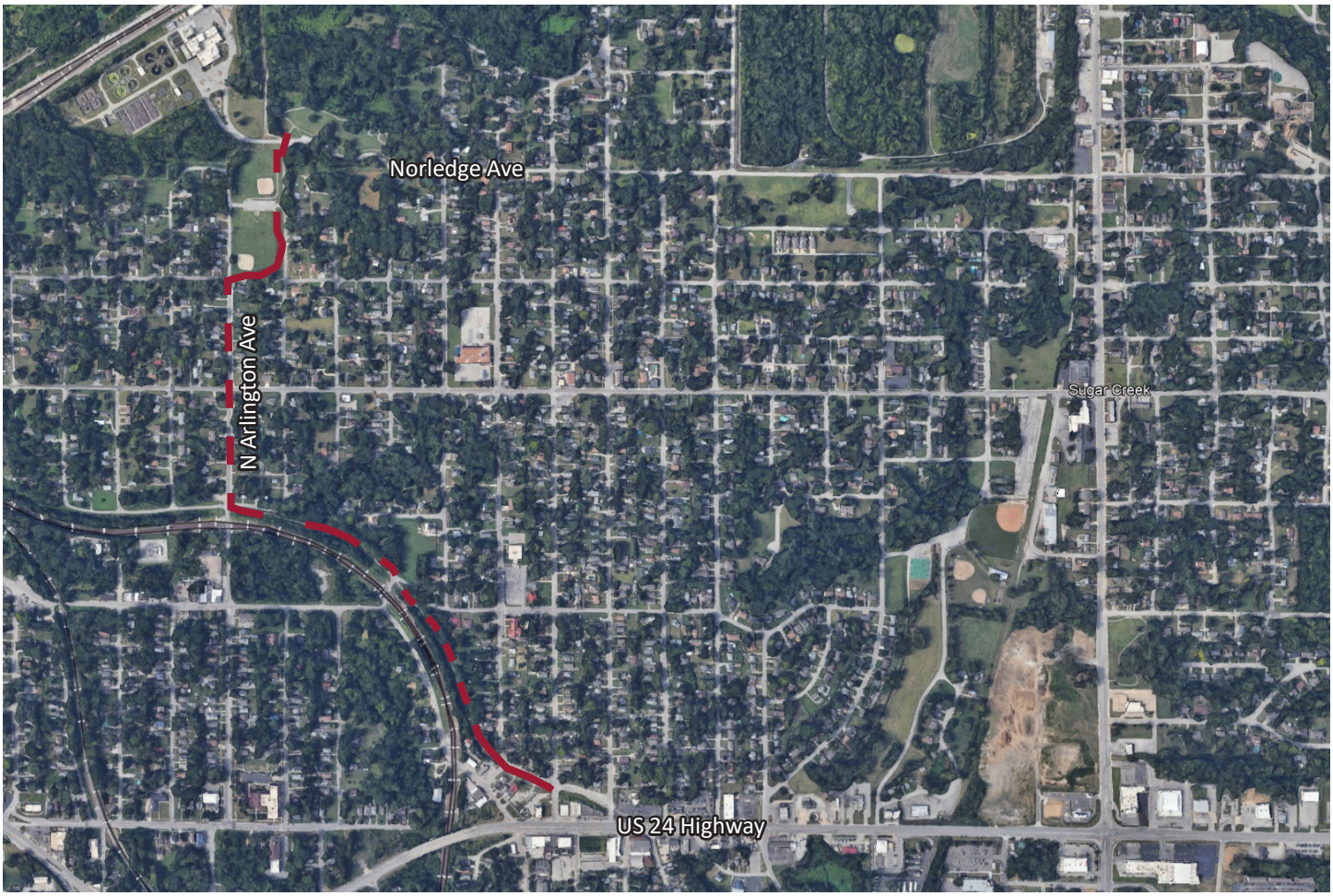
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- This trail provides accessible sidewalks along the route.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:



FACILITY INVENTORY

Name of Site: Hidden Valley Rd/RD Mize Rd Off-street Trail

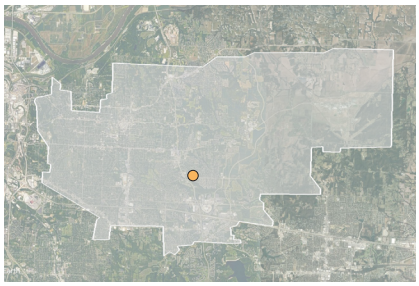
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

M-291 Highway to Little Blue Trace Trail, Independence, MO 64057

This trail runs along Hidden Valley Road and Rd Mize Rd from M-291 Hwy to Little Blue Parkway.



2. GENERAL SITE DESCRIPTION:

Size: 2.1 miles
Classification: Off-street Trail

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Signage (Poor Condition)
Walking Path (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The trail has a grass median for most of the stretch which provides separation from the street.

Opportunities: There is opportunity to expand the grass median to some stretches of the trail that do not currently have one. Otherwise, there is opportunity for more signage or pedestrian crossing signals at some intersections.

5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- This trail provides accessible sidewalks along the route.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Trail has a vegetated buffer in some areas.



Intersection has pedestrian signals and crosswalks.



Some stretches of trails are newly poured concrete.



Some stretches have no median between trail and street making for close proximity to traffic.



Refurbished crosswalk corner.



Similar conditions with trail running along roadway traffic.

FACILITY INVENTORY

Name of Site: Jackson Drive Off-street Trail

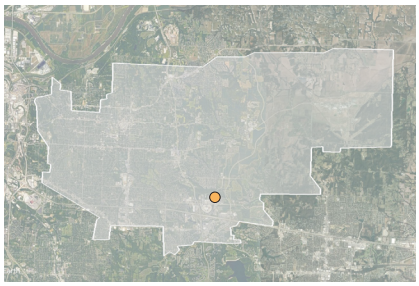
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

39th St to M-78 Hwy, Independence, MO 64057

This trail follows along side Jackson Dr and connects 39th St to M-78 Highway.



2. GENERAL SITE DESCRIPTION:

Size: 1.5 miles
Classification: Off-street Trail

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Signage (Poor Condition)
Walking Path (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The trail has pedestrian signals at each intersection it reaches.

Opportunities: There is potential to add more planting to the existing grass median.

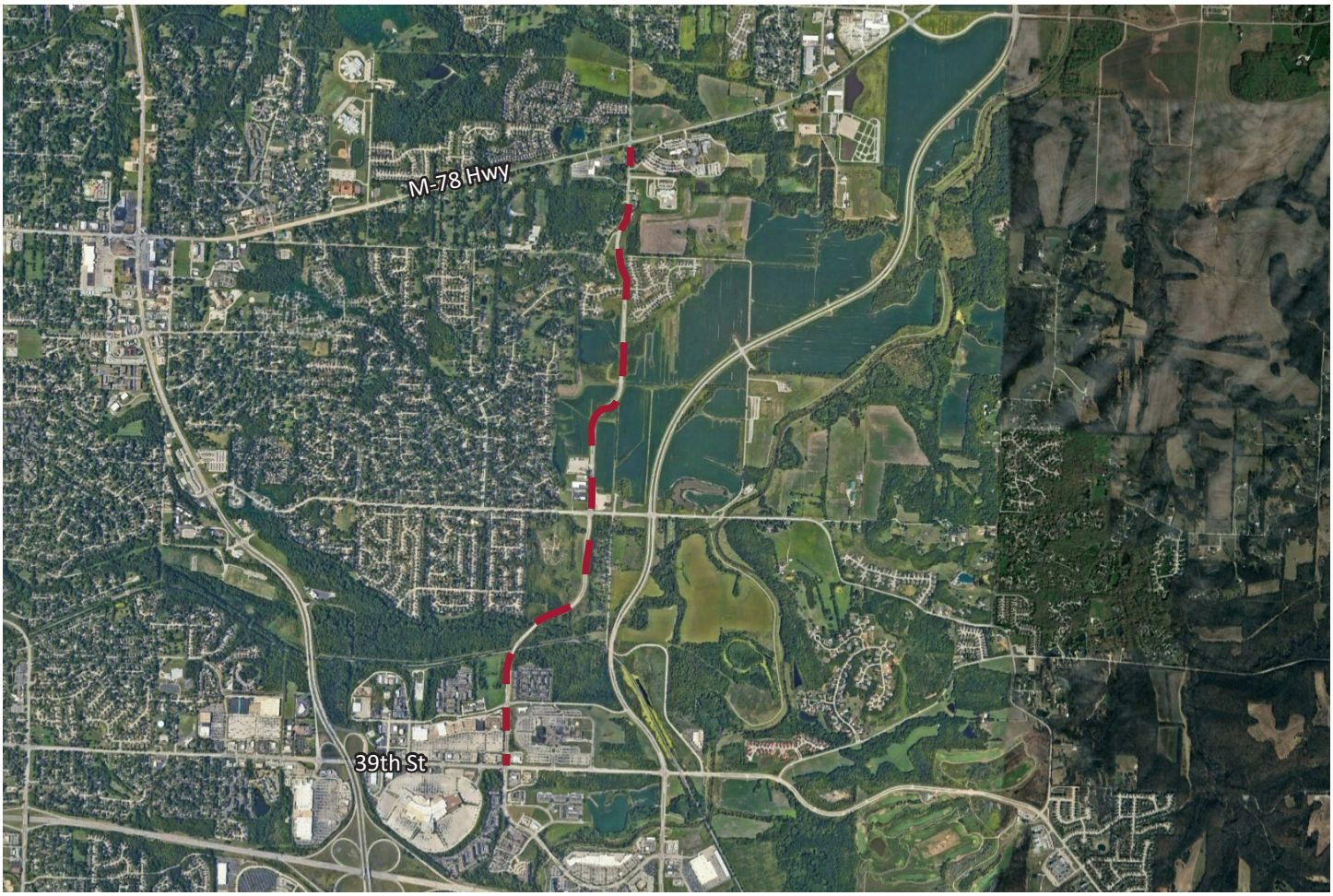
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- This trail provides accessible sidewalks along the route.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Jackson Dr trail "entry" at intersection with pedestrian signals.



Trail along retaining wall.



Trail crossing over bridge.



Most stretches of trail have little signage or planting in medians.



Trail conditions for a majority of the trail length.

FACILITY INVENTORY

Name of Site: Little Blue Pkwy Off-street Trail

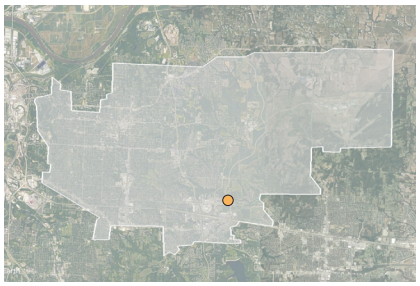
Date Completed: March, 2015

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

24 Hwy to south of 40 Hwy, MO 64055

This trail runs along Little Blue Parkway in the southern area of Independence.



2. GENERAL SITE DESCRIPTION:

Size: 8.6 miles
Classification: Off-street Trail

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Signage (Poor Condition)
Walking Path (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The trail is a concrete and asphalt material through stretches and has dedicated crosswalks across major roadways.

Opportunities: There is opportunity to improve trail conditions, pedestrian signage, and provide more crosswalk signals and signage across streets that do not have those amenities.

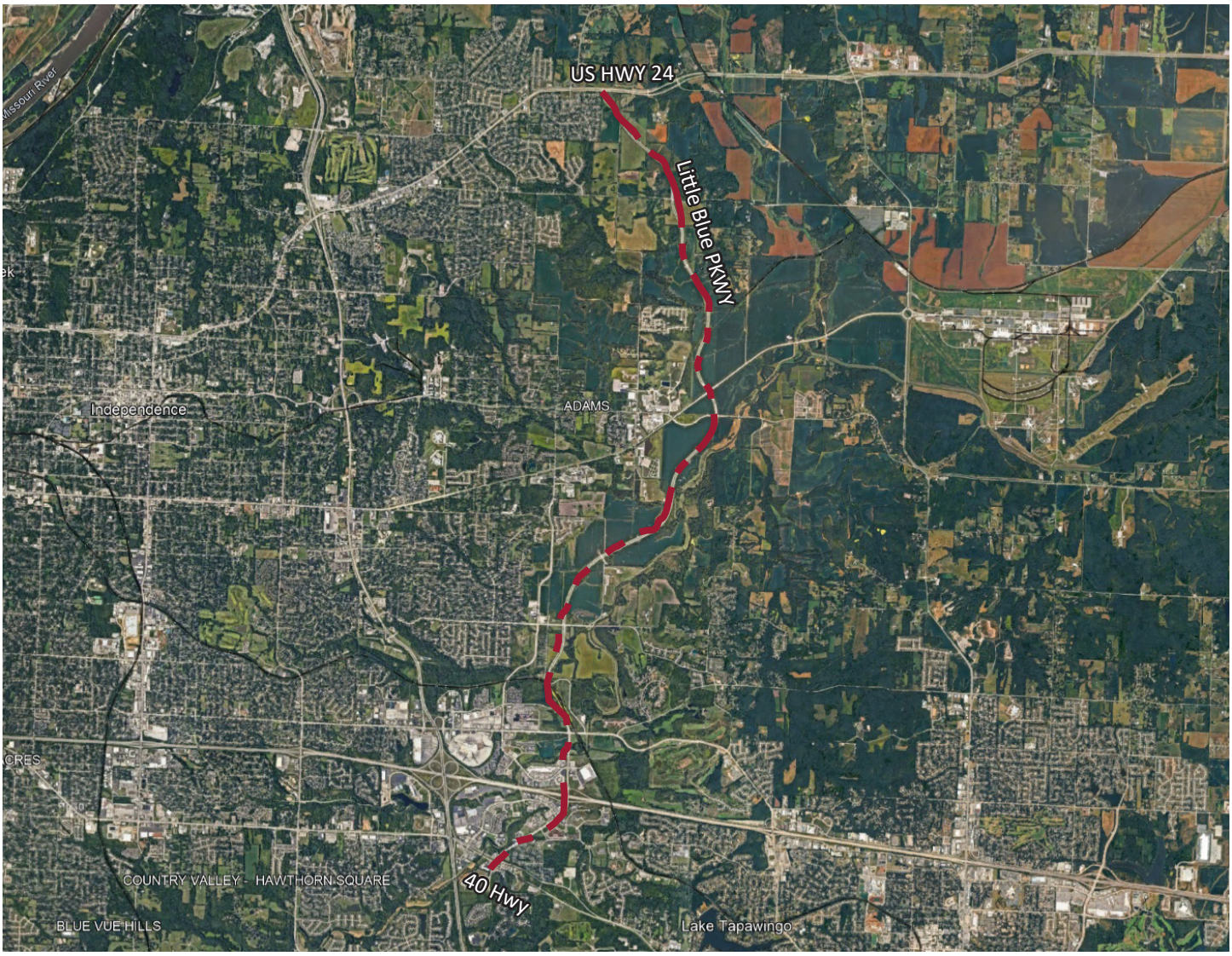
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- This trail provides accessible sidewalks along the route.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





Sidewalk at crosswalk.



Trail along roadway.



Trail located near development along Little Blue Pkwy.



Trail lacks pedestrian signage or seating.



Trail condition near road.



Trail extends across a bridge with barriers between street and trail.

FACILITY INVENTORY

Name of Site: McCoy Off-street Trail

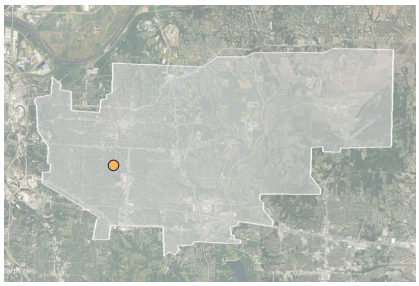
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

23rd St to Santa Fe Trail Park, MO 64055

This trail runs along Santa Fe Road to 23rd street.



2. GENERAL SITE DESCRIPTION:

Size: 0.77 miles
Classification: Off-street Trail

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Signage (Poor Condition)
Walking Path (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: The trail is a part of the city's three historic trails and provides access to a large park.

Opportunities: There is an opportunity to improve the trail conditions along the road with a planted median or change in material to help define separation between the trail and the road.

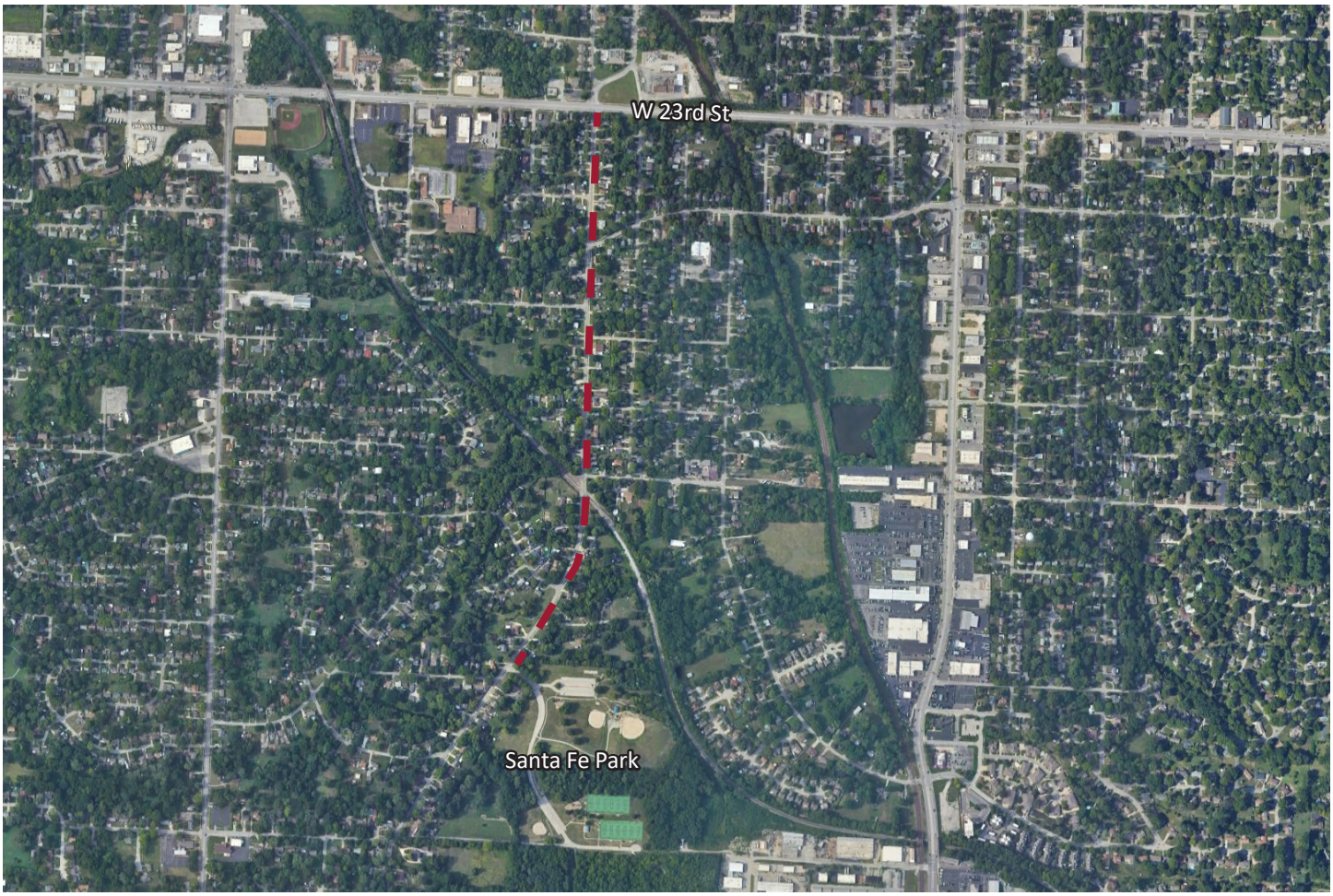
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- This trail provides accessible sidewalks along the route.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





McCoy Off-Street trail entrance at Santa Fe Trail Park entry drive.



Leads primarily through residential neighborhoods and has minimal signage and other amenities.



Portions of trail have retaining walls.



Railroad crossing for street and trail.



Historic trail signage.



Portion of trail with no planted median.

FACILITY INVENTORY

Name of Site: Mill Creek Trail to McCoy Park

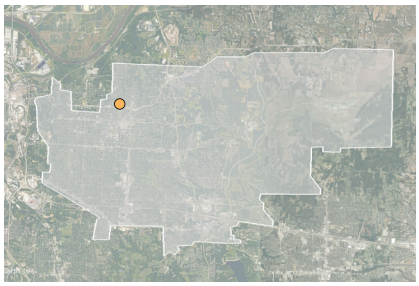
Date Completed: March, 2025

Completed By: Avery Nichols and Bennet McCoy

1. SITE LOCATION:

1799 N River Blvd, Independence, MO 64050

This trail sits between Mill Creek Park and McCoy Park and connects the two through residential neighborhoods. Trail easement is on privately owned property.



2. GENERAL SITE DESCRIPTION:

Size: 0.5 miles
Classification: Linear Trail

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Signage (Poor Condition)Walking
Path (Fair Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: This is a width walking path with signage through the backside of neighborhoods, connecting the two parks.

Opportunities: There is an opportunity to improve signage or marking of the trail, making it more apparent to pedestrians.

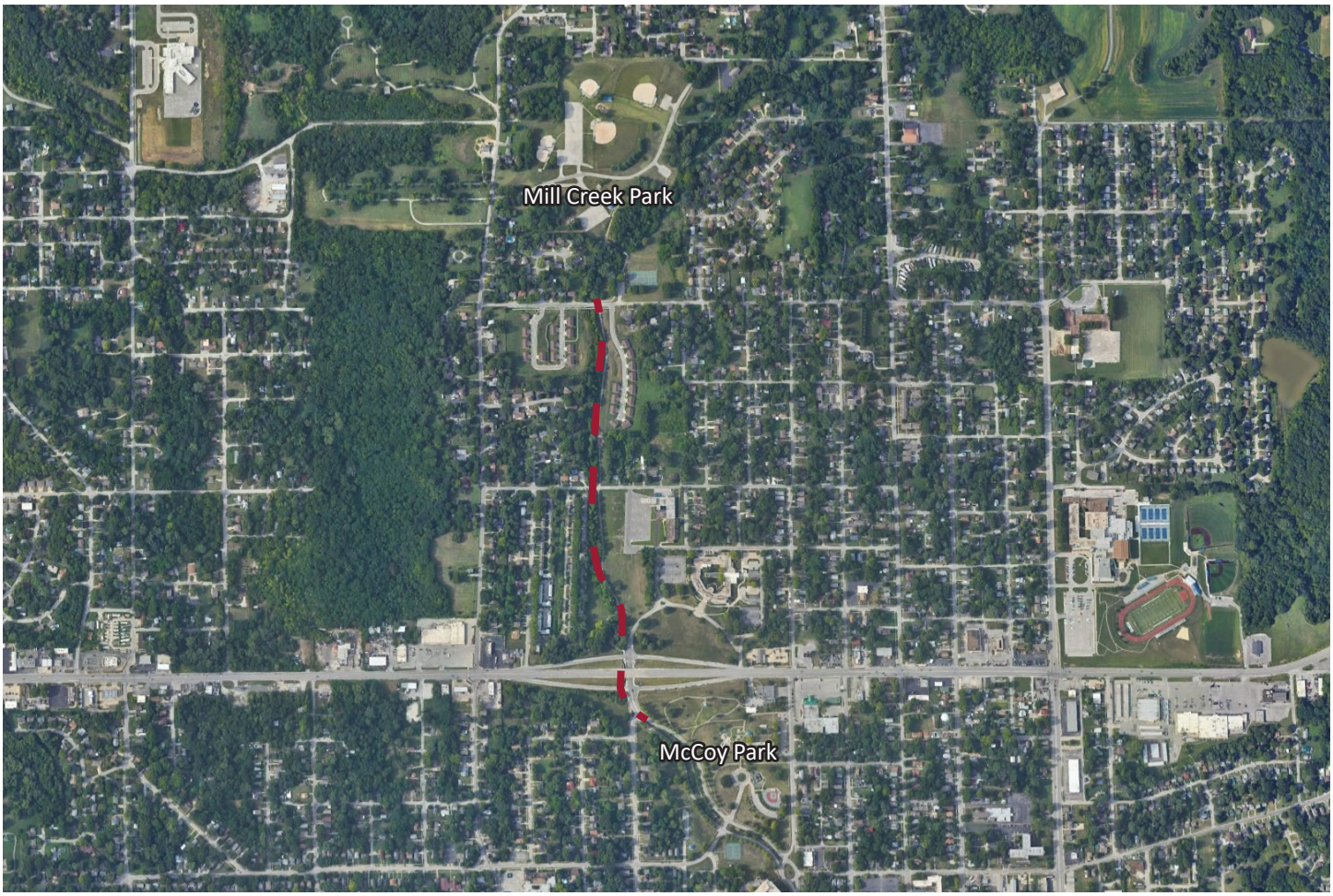
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 1 (High Accessibility)
- This trail provides accessible sidewalks along the route.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:





National Park Service signage.



Trail conditions have some cracking and lack some pedestrian amenities.



Cross walk with a lack of pedestrian crossing signals.



Mill Creek Trail connecting to McCoy Park.



National Park Service Trail signage.



Adjacent street conditions.

FACILITY INVENTORY

Name of Site: Rock Creek Connector Trail

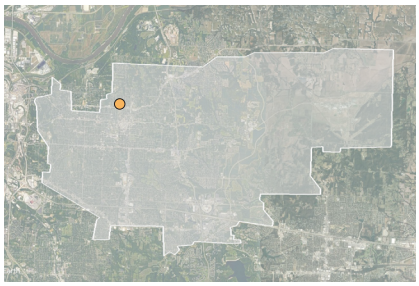
Date Completed: November, 2025

Completed By: Avery Nichols

1. SITE LOCATION:

Rotary Park to Country Club Park, Independence, MO 64050

This trail runs between Country Club Park and Rotary Park on the west side of Independence.



2. GENERAL SITE DESCRIPTION:

Size: 1.25 miles (Un-paved)
Classification: Off-Street Trail

3. INVENTORY OF FACILITY AMENITIES AND CONDITIONS:

Path (Poor Condition)

4. STRENGTHS AND OPPORTUNITIES:

Strengths: This natural trail utilizes stretches of road and sidewalk to connect paths, but is predominately an un-paved trail.

Opportunities: There is an opportunity to improve signage or marking of the trail, making it more apparent to pedestrians.

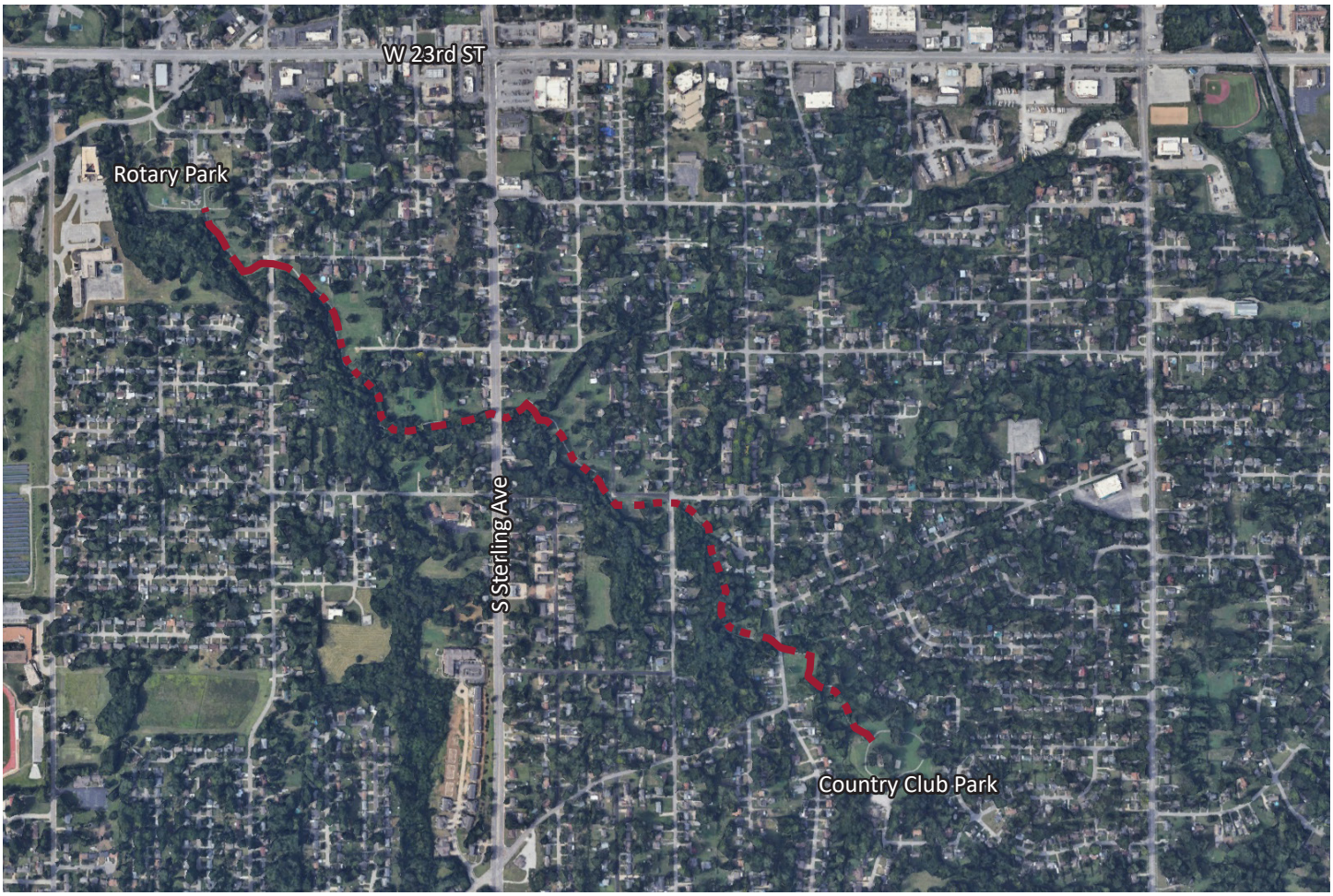
5. ACCESSIBILITY RATING (SCALE 1 TO 5): 1 = High Accessibility | 5 = Low Accessibility

Rating: 5 (Low Accessibility)
- This trail does not provide an ADA accessible trail material for all users to traverse the route.

6. GENERAL NOTES:

Active/Passive: Passive

7. PHOTO INVENTORY:



APPENDIX D: PROGRAM DEVELOPMENT WORKSHEET

Program Development Worksheet (Step 1)

INDEPENDENCE
PARKS AND RECREATION

Program Identification

Program/ Event Idea *(Name or Concept):* _____ **Date** _____

Supervisor(s) _____

Strategic Plan Alignment: _____

Internal Factors

Age Segment:	Primary	Secondary
	Select	Select

Community Need	Notes:
Select	

Classification:	Essential Community	Essential Individual	Important Community	Important Individual	Value-Added Community	Value-Added Community
Cost Recovery Range:	0-20%	20-40%	40-60%	60-80%	80-100%	100% & Up

Core/ Non-Core	Core/ Non-Core
	Select

Core Program Area:
Select

Market - Similar Providers

Number of Competitors: _____

Competitive Pricing	Notes:
Select	

Growth Potential:	Notes:
Select	

Partnership/ Sponsorship

Potential Partnership/ Sponsorship/ Grants:	Notes:
Select	

Potential Partners/ Sponsors:	Names of Potential Partners/Sponsors/Grantors	Notes
Potential Partners:		
Service Delivery Partner		
Service Enhancement Partner		
Other		

Marketing & Promotion Methods (Step 2A)

INDEPENDENCE
★ PARKS AND RECREATION ★

Program Idea *(Name or Concept):* _____ **Date** _____

Core Program Area: _____ **Supervisor** _____

Marketing Methods	Preferred Method	Content Developed & Delivered	Promotion Launch Date	Promotional Cost
Activity Guide				
Digital Sign				
Email Notification				
Event Website				
Flyers - Public Places				
Friends & Neighbors Groups				
Newspaper Ad				
Newspaper Article				
Radio				
School Flyer/Newsletter				
Social Media				
Staff Promotion @ Events				
Television				
Municipal Website				

Pricing Calculation Worksheet (Step 3)

INDEPENDENCE
★ PARKS AND RECREATION ★

Program Idea *(Name or Concept):* _____ **Date** _____

Core Program Area: Select **Supervisor** _____

A: Calculate Direct Costs

(These are expenses tied directly to delivering the program)

Direct Cost Items	Description	Estimated Costs	Actual Costs
Staff Wages	LSE, training, screenings, facilitators, aides		
Supplies & Materials	Consumables used in program (incl. clothing)		
Equipment	Rental or purchase		
Transportation	Vehicle rental, mileage reimbursement		
Facility Use (if applicable)	Rental or internal usage allocation		
Contracted Services	Entertainment, instructors, refs, etc.		
Admission/Tickets/Entry Fees	Field trips, special events, lodging		
Marketing Costs	Costs from Marketing Tab		
Other (specify):			
	TOTAL DIRECT COSTS (A)		

B: Indirect Costs

(Percentage of overhead expenses that support the program)

Indirect Cost Items	Description	Estimated Costs	Costs Included
Administration/ Operational	staff, technology, bank fees	15%	15%
Maintenance & Utilities	Facility use upkeep, electricity, HVAC	10%	10%
Other (specify):			
	Total Indirect Cost Percentage (B)	25%	25%

C: Add Direct Costs and Multiply by Indirect Cost Percentage

Cost Item	Cost
Direct Costs (A)	$0.00
Indirect Cost Percentage (B)	25%
	$0.00
Total Service Costs	$0.00

Participant Fee Calculation	
Total Service Cost	$0.00
Minimum # of Participants	24
Cost per Resident Participant	$0.00
Non-Resident Rate	$ 25.00
Cost per Non-Resident Participant	$25.00

D: Add ACTUAL Direct Costs, Multiply by Total Indirect Cost Percentage, Calculate Cost Recovery

Cost Item	Cost
Actual Direct Costs (A)	$0.00
Indirect Cost Percentage (B)	25%
	$0.00
Actual Total Service Costs (C)	$0.00

Cost Recovery Calculation	
Total Revenue	
Actual Direct Costs (C)	$0.00
Difference	$0.00
Cost Recovery	#DIV/0!

APPENDIX E: NATIONAL RECREATION TRENDS

NATIONAL TRENDS IN RECREATION

METHODOLOGY

The Sports & Fitness Industry Association's (SFIA*) Sports, Fitness & Leisure Activities Topline Participation Report 2024* was utilized in evaluating the following trends:

- National Recreation Participatory Trends
- Core vs. Casual Participation Trends

The study is based on findings from surveys conducted in 2023 by the Sports Marketing Surveys USA (SMS), resulting in a total of 18,000 online interviews. Surveys were administered to all genders, ages, income levels, regions, and ethnicities to allow for statistical accuracy of the national population. A sample size of 18,000 completed interviews is considered by SFIA to result in a high degree of statistical accuracy. A sport with a participation rate of five percent has a confidence interval of plus or minus 0.32 percentage points at a 95 percent confidence level. Using a weighting technique, survey results are applied to the total U.S. population figure of 306,931,382 people (ages six and older).

The purpose of the report is to establish levels of activity and identify key participatory trends in recreation across the U.S. This study looked at 124 different sports/activities and subdivided them into various categories including: sports, fitness, outdoor activities, aquatics, and other recreational activities.

OVERALL PARTICIPATION

Approximately 242 million people ages six and over reported being active in 2023, which is a 2.2% increase from 2022 and the greatest number of active Americans in the last 6 years. **(Figure 42)** This is an indicator that Americans are continuing to make physical activity more of a priority in their lives. Outdoor activities continue to thrive; recreation facilities have reopened. Fitness at home continues to be popular and team sports are slowly reaching pre-pandemic participation levels. The chart below depicts participation levels for active and inactive (those who engage in no physical activity) Americans over the past 6 years.

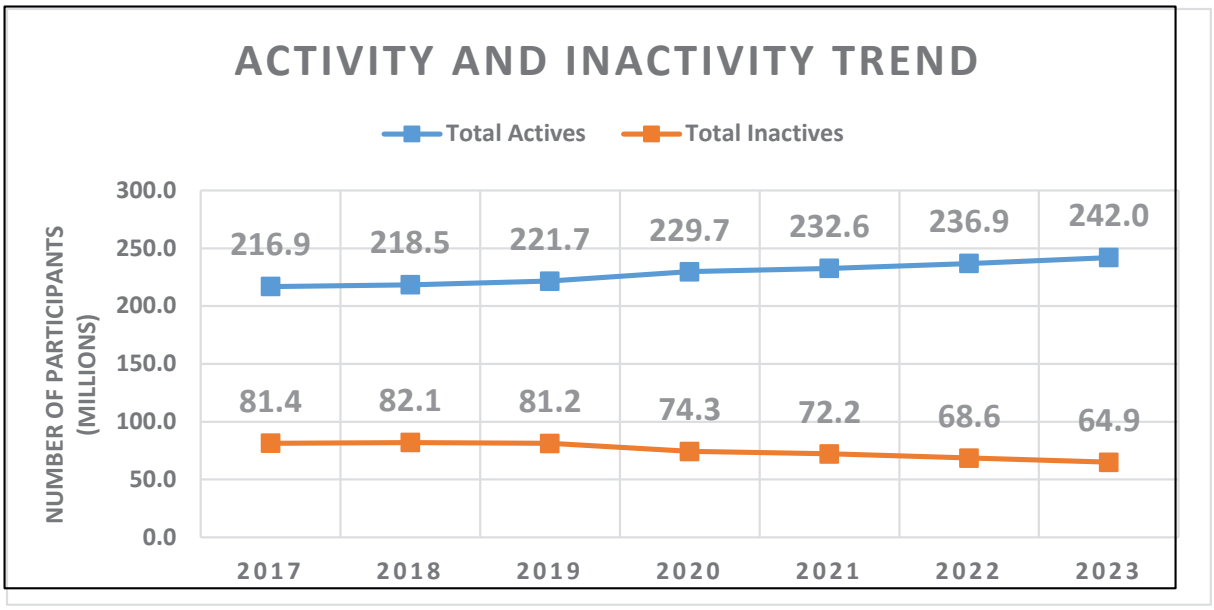


Figure 42 - Active vs. Nonactive Trend

CORE VS. CASUAL PARTICIPATION

In addition to overall participation rates, SFIA further categorizes active participants as either core or casual participants based on frequency of participation. **(Figure 43)** Core participants have higher participatory frequency than casual participants. The thresholds that define casual versus core participation may vary based on the type

of each individual activity. For instance, core participants engage in most fitness activities more than fifty times per year, while for sports, the threshold for core participation is typically 13 times per year.

In each activity, core participants are more committed and tend to be less likely to switch to other activities or become inactive (engage in no physical activity) than casual participants. This may also explain why activities with more core participants tend to experience less pattern shifts in participation rates than those with larger groups of casual participants. Increasing for the sixth straight year, 165 million people were considered CORE participants in 2023.

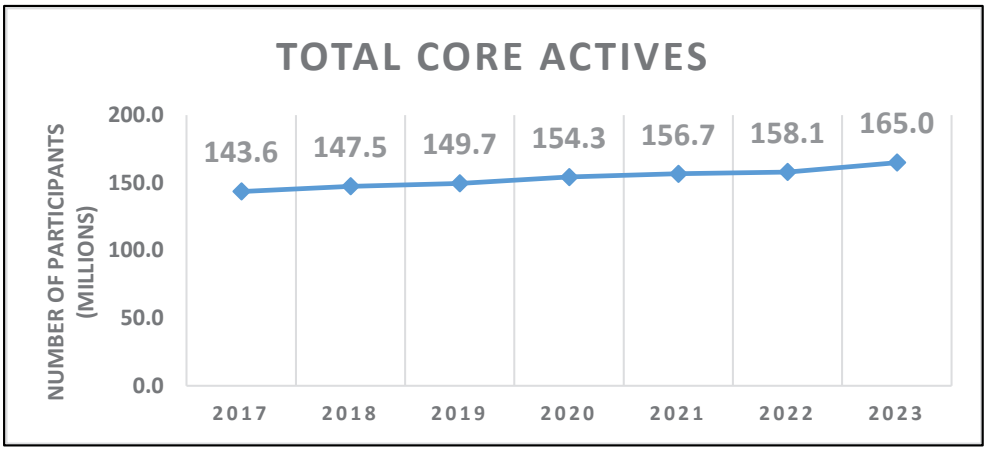


Figure 43 - Total Core Actives

Participation by Generation

The following chart shows 2023 participation rates by generation. **(Figure 44)** Fitness sports continue to be the go-to means of exercise for Boomers, Gen X, and Millennials. Over half of the Gen X, Millennials, and Gen Z generation participated in one type of outdoor activity. Team sports were heavily dominated by generation Gen Z and nearly a third of Gen X also participated in individual sports such as golf, trail running, triathlons, and bowling.

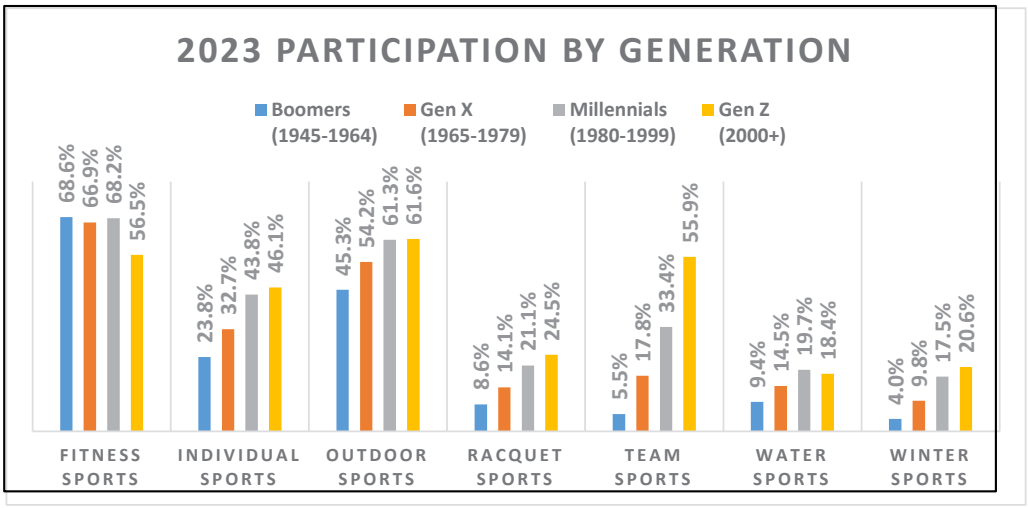


Figure 44 - Participation by Generation

HIGHLIGHTS

Pickleball continues to be the fastest growing sport in America by reaching 13.6 million participants in 2023 which is a 223.5% growth since 2020. The growth of pickleball participants (13.6 million) has nearly reached the size of outdoor soccer participants (14.1 million). Following the popularity of pickleball, every racquet sport except table tennis has also increased in total participation during 2023.

Group, full-body workout activities such as tai chi, barre, and Pilates saw the biggest increase in participation this past year. Americans continued to practice yoga, workout with kettlebells, and started indoor climbing, while others took to the hiking trail. The waterways traffic had increases in participation in all activities in the past year.

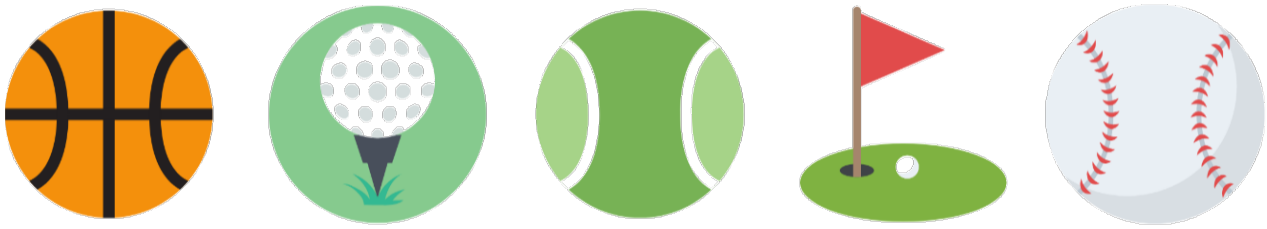
Over two-thirds (67.8%) of Americans participated in fitness sports followed by over half (57.3%) of Americans participated in outdoor sports. Total participation for fitness, team, outdoor, racquet, water and winter sports are higher than their pre-pandemic participation rates. Individual sports are the only category still not at their pre-pandemic participation levels (45% in 2019 currently at 42.1% in 2023).

NATIONAL TRENDS IN GENERAL SPORTS

PARTICIPATION LEVELS

The top sports most heavily participated in the United States were basketball (29.7 million), golf (26.6 million), and tennis (23.8 million) which have participation figures well more than the other activities within the general sports category. Playing golf at an entertainment venue (18.5 million) and baseball (16.7 million) round out the top five.

The popularity of basketball, golf, and tennis can be attributed to the ability to compete with a small number of participants. This coupled with an ability to be played outdoors and/or properly distanced helps explain their popularity during the COVID-19 pandemic. Basketball's overall success can also be attributed to the limited amount of equipment needed to participate and the limited space requirements necessary, which make basketball the only traditional sport that can be played at most American dwellings as a drive-way pickup game. Golf continues to benefit from its wide age segment appeal and is considered a life-long sport. In addition, target type game venues or golf entertainment venues have increased drastically (99%) as a 5-year trend, using golf entertainment (e.g., Top Golf) as a new alternative to breathe life back into the game of golf.



BASKETBALL	GOLF	TENNIS	GOLF VENUE	BASEBALL
29.7 MILLION	26.6 MILLION	23.8 MILLION	18.5 MILLION	16.7 MILLION

FIVE-YEAR TREND

Since 2018, pickleball (311.5%), golf - entertainment venues (99.0%), and tennis (33.6%) have shown the largest increase in participation. Similarly, outdoor soccer (23.4%) and basketball (22.7%) have also experienced significant growth. Based on the five-year trend from 2018-2023, the sports that are most rapidly declining in participation include roller hockey (-28.7%), rugby (-28.7%), and ultimate frisbee (-23.0%).

ONE-YEAR TREND

The most recent year shares some similarities with the five-year trends; with pickleball (51.8%) and golf - entertainment venues (18.8%) experiencing some of the greatest increases in participation this past year. Other top one-year increases include court volleyball (13.3%), ice hockey (9.6%), and cheerleading (8.3%).

Sports that have seen moderate 1-year increases, but 5-year decreases are cheerleading (8.3%), track and field (5.8%), lacrosse (5.5%) and slow-pitch softball (5.3%). This could be a result of coming out of the COVID-19 pandemic and team program participation on the rise. Like their 5-year trend, roller hockey (-9.6%), sand/beach volleyball (-5.1%), and rugby (-4.6%) have seen decreases in participation over the last year.

CORE VS. CASUAL TRENDS IN GENERAL SPORTS

General sport activities, basketball, court volleyball, and slow pitch softball have a larger core participant base (participate 13+ times per year) than casual participant base (participate 1-12 times per year). Due to the COVID-19 pandemic, most activities showed a decrease in their percentage of core participants, but these percentages for core users are slowly reaching their pre-pandemic levels.

NATIONAL TRENDS IN GENERAL FITNESS

PARTICIPATION LEVELS

Overall, national participatory trends in fitness have experienced growth in recent years. Many of these activities have become popular due to an increased interest among Americans to improve their health and enhance quality of life by engaging in an active lifestyle. The most popular general fitness activities in 2023 were those that could be done in multiple environments such as at home, gym or in a virtual class setting. The activities with the most participation were walking for fitness (114.0 million), treadmill (54.8 million), free weights (53.9 million), running/jogging (48.3 million), and yoga (34.2 million).



WALKING FOR FITNESS	TREADMILL	FREE WEIGHTS	RUNNING/ JOGGING	YOGA
114.0 MILLION	54.8 MILLION	53.9 MILLION	48.3 MILLION	34.2 MILLION

FIVE-YEAR TREND

Over the last five years (2018-2023), the activities growing at the highest rate were trail running (48.7%), Pilates training (30.6%), barre (21.6%) and yoga (19.1%). Over the same period, the activities that have undergone the biggest decline in participation include group stationary cycling (-34%), cross-training style workout (-29.5%) and traditional/road triathlons (-19.8%).

ONE-YEAR TREND

In the last year, fitness activities with the largest gains in participation were group-related, slow, intentional movements activities, tai chi (16.3%), Pilates training (15.0%), and barre (12.9%). This 1-year trend is another indicator that participants feel safe returning to group-related activities. Trail running (12.3%) also saw a moderate increase indicating trail connectivity continues to be important for communities to provide. In the same span, fitness activities that had the largest decline in participation were boxing/MMA for fitness (-14.4%), traditional/road triathlons (-2.4%) and weight/resistant machines (-1.9%).

CORE VS. CASUAL TRENDS IN GENERAL FITNESS

Participants of walking for fitness are mostly core users (participating 50+ times) and have seen a 1.3% growth in the last five years.

NATIONAL TRENDS IN OUTDOOR/ADVENTURE RECREATION

PARTICIPATION LEVELS

Results from the SFIA report demonstrate rapid growth in participation regarding outdoor/adventure recreation activities. Much like general fitness activities, these activities encourage an active lifestyle, can be performed individually, and are not as limited by time constraints. In 2023, the most popular activities, in terms of total participants include day hiking (61.4 million), freshwater fishing (42.6 million), road bicycling (42.2 million), camping (38.6 million), and wildlife viewing (21.1 million).



DAY HIKING	FRESHWATER FISHING	ROAD BICYCLING	CAMPING	WILDLIFE VIEWING
61.4 MILLION	42.6 MILLION	42.2 MILLION	38.6 MILLION	21.1 MILLION

FIVE-YEAR TREND

From 2018-2023, camping (40.7%), birdwatching (33.0%), skateboarding (37.3%), BMX bicycling (29.7%), and day hiking (28.4%) have undergone large increases in participation. The five-year trend also shows that only two activities declined in participation, adventure racing (-18.4) and backpacking overnight (-5.2%).

ONE-YEAR TREND

The one-year trend shows most activities have grown in participation from the previous year, with the most rapid growth being indoor climbing (10.0%), BMX bicycling (6.7%), fly fishing (5.8%), and adventure racing (5.5%). Over the last year, the only activities that underwent decreases in participation were road bicycling (-3.0), overnight backpacking (-2.2%), RV camping (-2.0%), and skateboarding (-1.1%).

CORE VS. CASUAL TRENDS IN OUTDOOR / ADVENTURE RECREATION

Although most outdoor activities have experienced participation growth in the last five years, it should be noted that all outdoor activities participation, besides adventure racing, mostly consist primarily of casual users.

NATIONAL TRENDS IN AQUATICS

PARTICIPATION LEVELS

Swimming is deemed a lifetime activity, which is why it continues to have such strong participation. In 2023, fitness swimming remained the overall leader in participation (28.2 million) amongst aquatic activities.



FITNESS SWIMMING	AQUATIC EXERCISE	SWIMMING ON A TEAM
28.2 MILLION	11.3 MILLION	3.3 MILLION

FIVE-YEAR TREND

Assessing the five-year trend, all three aquatic activities saw moderate increases in participation.

ONE-YEAR TREND

In 2023, all aquatic activities saw moderate increases in participation which can be asserted to facilities and programs returning to pre-COVID-19 pandemic levels. Swimming on a team (14.6%) saw the highest percentage increase in participation.

CORE VS. CASUAL TRENDS IN AQUATICS

All activities in aquatic trends have undergone an increase in casual participation (1-49 times per year) over the last five years.

NATIONAL TRENDS IN WATER SPORTS / ACTIVITIES

PARTICIPATION LEVEL

The most popular water sports / activities based on total participants in 2023 were recreational kayaking (14.7 million), canoeing (10.0 million), and snorkeling (7.5 million). It should be noted that water activity participation tends to vary based on regional, seasonal, and environmental factors. A region with more water access and a warmer climate is more likely to have a higher participation rate in water activities than a region that has a long winter season or limited water access. Therefore, when assessing trends in water sports and activities, it is important to understand that fluctuations may be the result of environmental barriers which can influence water activity participation.



RECREATIONAL KAYAKING	CANOEING	SNORKELING	JET SKIING	STAND-UP PADDLING
14.7 MILLION	10.0 MILLION	7.5 MILLION	5.8 MILLION	4.1 MILLION

FIVE-YEAR TREND

Over the last five years, surfing (38.9%), recreational kayaking (33.7%), stand-up paddling (19.6%) and rafting (19.0%) were the fastest growing water activities. From 2018-2023, activities declining in participation were water boardsailing/windsurfing (-7.8%), water skiing (-6.8%), snorkeling (-4.2%) and sea/touring kayaking (-0.2%).

ONE-YEAR TREND

In 2023, zero activities saw a decrease in participation. Activities which experienced the largest increases in participation include scuba diving (15.2%), sailing (12.9%), and rafting (12.7%).

CORE VS. CASUAL TRENDS IN WATER SPORTS/ACTIVITIES

As mentioned previously, regional, seasonal, and environmental limiting factors may influence the participation rate of water sports and activities. These factors may also explain why all water-based activities have drastically more casual participants than core participants, since frequencies of activities may be constrained by uncontrollable factors.

GENERAL SPORTS

National Core vs Casual Participatory Trends - General Sports								
Activity	Participation Levels						% Change	
	2018		2022		2023		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Basketball	**24,225**	**100%**	**28,149**	**100%**	**29,725**	**100%**	**22.7%**	**5.6%**
Casual (1-12 times)	9,335	39%	13,000	46%	14,405	48%	**54.3%**	**10.8%**
Core(13+ times)	14,890	61%	15,149	54%	15,320	52%	**2.9%**	**1.1%**
Golf (9 or 18-Hole Course)	**24,240**	**100%**	**25,566**	**100%**	**26,565**	**100%**	**9.6%**	**3.9%**
Tennis	**17,841**	**100%**	**23,595**	**100%**	**23,835**	**100%**	**33.6%**	**1.0%**
Golf (Entertainment Venue)	**9,279**	**100%**	**15,540**	**100%**	**18,464**	**100%**	**99.0%**	**18.8%**
Baseball	**15,877**	**100%**	**15,478**	**100%**	**16,655**	**100%**	**4.9%**	**7.6%**
Casual (1-12 times)	6,563	41%	7,908	51%	8,934	54%	**36.1%**	**13.0%**
Core (13+ times)	9,314	59%	7,570	49%	7,722	46%	**-17.1%**	**2.0%**
Soccer (Outdoor)	**11,405**	**100%**	**13,018**	**100%**	**14,074**	**100%**	**23.4%**	**8.1%**
Casual (1-25 times)	6,430	56%	7,666	59%	8,706	59%	**35.4%**	**13.6%**
Core (26+ times)	4,975	44%	5,352	41%	5,368	41%	**7.9%**	**0.3%**
Pickleball	**3,301**	**100%**	**8,949**	**100%**	**13,582**	**100%**	**311.5%**	**51.8%**
Casual (1-12 times)	2,011	61%	6,647	74%	8,736	74%	**334.4%**	**31.4%**
Core(13+ times)	1,290	39%	2,302	26%	4,846	26%	**275.7%**	**110.5%**
Football (Flag)	**6,572**	**100%**	**7,104**	**100%**	**7,266**	**100%**	**10.6%**	**2.3%**
Casual (1-12 times)	3,573	54%	4,573	64%	4,624	64%	**29.4%**	**1.1%**
Core(13+ times)	2,999	46%	2,531	36%	2,642	36%	**-11.9%**	**4.4%**
Core Age 6 to 17 (13+ times)	1,578	24%	1,552	22%	1,661	22%	**5.3%**	**7.0%**
Volleyball (Court)	**6,317**	**100%**	**6,092**	**100%**	**6,905**	**100%**	**9.3%**	**13.3%**
Casual (1-12 times)	2,867	45%	2,798	46%	3,481	50%	**21.4%**	**24.4%**
Core(13+ times)	3,450	55%	3,293	54%	3,425	50%	**-0.7%**	**4.0%**
Badminton	**6,337**	**100%**	**6,490**	**100%**	**6,513**	**100%**	**2.8%**	**0.4%**
Casual (1-12 times)	4,555	72%	4,636	71%	4,743	73%	**4.1%**	**2.3%**
Core(13+ times)	1,782	28%	1,855	29%	1,771	27%	**-0.6%**	**-4.5%**
Softball (Slow Pitch)	**7,386**	**100%**	**6,036**	**100%**	**6,356**	**100%**	**-13.9%**	**5.3%**
Casual (1-12 times)	3,281	44%	2,666	44%	2,939	46%	**-10.4%**	**10.2%**
Core(13+ times)	4,105	56%	3,370	56%	3,417	54%	**-16.8%**	**1.4%**
Soccer (Indoor)	**5,233**	**100%**	**5,495**	**100%**	**5,909**	**100%**	**12.9%**	**7.5%**
Casual (1-12 times)	2,452	47%	3,144	57%	3,411	57%	**39.1%**	**8.5%**
Core(13+ times)	2,782	53%	2,351	43%	2,498	43%	**-10.2%**	**6.3%**
Football (Tackle)	**5,157**	**100%**	**5,436**	**100%**	**5,618**	**100%**	**8.9%**	**3.3%**
Casual (1-25 times)	2,258	44%	3,120	57%	3,278	58%	**45.2%**	**5.1%**
Core(26+ times)	2,898	56%	2,316	43%	2,340	42%	**-19.3%**	**1.0%**
Core Age 6 to 17 (26+ times)	2,353	46%	2,088	38%	2,130	38%	**-9.5%**	**2.0%**
Football (Touch)	**5,517**	**100%**	**4,843**	**100%**	**4,949**	**100%**	**-10.3%**	**2.2%**
Casual (1-12 times)	3,313	60%	3,201	66%	3,301	67%	**-0.4%**	**3.1%**
Core(13+ times)	2,204	40%	1,642	34%	1,648	33%	**-25.2%**	**0.4%**
Gymnastics	**4,770**	**100%**	**4,569**	**100%**	**4,758**	**100%**	**-0.3%**	**4.1%**
Casual (1-49 times)	3,047	64%	3,095	68%	3,315	70%	**8.8%**	**7.1%**
Core(50+ times)	1,723	36%	1,473	32%	1,443	30%	**-16.3%**	**-2.0%**
Volleyball (Sand/Beach)	**4,770**	**100%**	**4,128**	**100%**	**3,917**	**100%**	**-17.9%**	**-5.1%**
Casual (1-12 times)	3,261	68%	2,977	72%	2,769	71%	**-15.1%**	**-7.0%**
Core(13+ times)	1,509	32%	1,152	28%	1,148	29%	**-23.9%**	**-0.3%**
Track and Field	**4,143**	**100%**	**3,690**	**100%**	**3,905**	**100%**	**-5.7%**	**5.8%**
Casual (1-25 times)	2,071	50%	1,896	51%	2,093	54%	**1.1%**	**10.4%**
Core(26+ times)	2,072	50%	1,794	49%	1,811	46%	**-12.6%**	**0.9%**
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline:	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution:	Evenly Divided between Core and Casual Participants (45-55%)		Moderate Amount of Participants (56-74%)		Majority Amount of Participants (75% or greater)			

Figure 45 General Sports Participatory Trends

National Core vs Casual Participatory Trends - General Sports								
Activity	Participation Levels						% Change	
	2018		2022		2023		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Cheerleading	**3,841**	**100%**	**3,507**	**100%**	**3,797**	**100%**	**-1.1%**	**8.3%**
Casual (1-25 times)	2,039	53%	2,092	60%	2,360	62%	**15.7%**	**12.8%**
Core(26+ times)	1,802	47%	1,415	40%	1,438	38%	**-20.2%**	**1.6%**
Racquetball	**3,480**	**100%**	**3,521**	**100%**	**3,550**	**100%**	**2.0%**	**0.8%**
Casual (1-12 times)	2,407	69%	2,583	73%	2,694	76%	**11.9%**	**4.3%**
Core(13+ times)	1,073	31%	938	27%	855	24%	**-20.3%**	**-8.8%**
Ice Hockey	**2,447**	**100%**	**2,278**	**100%**	**2,496**	**100%**	**2.0%**	**9.6%**
Casual (1-12 times)	1,105	45%	1,209	53%	1,458	58%	**31.9%**	**20.6%**
Core(13+ times)	1,342	55%	1,068	47%	1,038	42%	**-22.7%**	**-2.8%**
Softball (Fast Pitch)	**2,303**	**100%**	**2,146**	**100%**	**2,323**	**100%**	**0.9%**	**8.2%**
Casual (1-25 times)	1,084	47%	1,002	47%	1,123	48%	**3.6%**	**12.1%**
Core(26+ times)	1,219	53%	1,144	53%	1,201	52%	**-1.5%**	**5.0%**
Wrestling	**1,908**	**100%**	**2,036**	**100%**	**2,121**	**100%**	**11.2%**	**4.2%**
Casual (1-25 times)	1,160	61%	1,452	71%	1,589	75%	**37.0%**	**9.4%**
Core(26+ times)	748	39%	585	29%	532	25%	**-28.9%**	**-9.1%**
Ultimate Frisbee	**2,710**	**100%**	**2,142**	**100%**	**2,086**	**100%**	**-23.0%**	**-2.6%**
Casual (1-12 times)	1,852	68%	1,438	67%	1,523	67%	**-17.8%**	**5.9%**
Core(13+ times)	858	32%	703	33%	563	33%	**-34.4%**	**-19.9%**
Lacrosse	**2,098**	**100%**	**1,875**	**100%**	**1,979**	**100%**	**-5.7%**	**5.5%**
Casual (1-12 times)	1,036	49%	999	53%	1,129	53%	**9.0%**	**13.0%**
Core(13+ times)	1,061	51%	876	47%	850	47%	**-19.9%**	**-3.0%**
Squash	**1,285**	**100%**	**1,228**	**100%**	**1,315**	**100%**	**2.3%**	**7.1%**
Casual (1-7 times)	796	62%	816	66%	927	70%	**16.5%**	**13.6%**
Core(8+ times)	489	38%	413	34%	387	29%	**-20.9%**	**-6.3%**
Roller Hockey	**1,734**	**100%**	**1,368**	**100%**	**1,237**	**100%**	**-28.7%**	**-9.6%**
Casual (1-12 times)	1,296	75%	1,065	78%	938	76%	**-27.6%**	**-11.9%**
Core(13+ times)	437	25%	303	22%	298	24%	**-31.8%**	**-1.7%**
Rugby	**1,560**	**100%**	**1,166**	**100%**	**1,112**	**100%**	**-28.7%**	**-4.6%**
Casual (1-7 times)	998	64%	758	65%	729	66%	**-27.0%**	**-3.8%**
Core(8+ times)	562	36%	408	35%	384	35%	**-31.7%**	**-5.9%**
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline:	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution:	Evenly Divided between Core and Casual Participants (45-55%)		Moderate Amount of Participants (56-74%)		Majority Amount of Participants (75% or greater)			

Figure 46 General Sports Participatory Trends, Continued

GENERAL FITNESS

National Participatory Trends - General Fitness								
Activity	Participation Levels						% Change	
	2018		2022		2023		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Walking for Fitness	111,001	100%	114,759	100%	114,039	100%	2.7%	-0.6%
Casual (1-49 times)	36,139	33%	38,115	33%	38,169	33%	5.6%	0.1%
Core(50+ times)	74,862	67%	76,644	67%	75,871	67%	1.3%	-1.0%
Treadmill	53,737	100%	53,589	100%	54,829	100%	2.0%	2.3%
Casual (1-49 times)	25,826	48%	26,401	49%	27,991	51%	8.4%	6.0%
Core(50+ times)	27,911	52%	27,189	51%	26,837	49%	-3.8%	-1.3%
Free Weights (Dumbbells/Hand Weights)	51,291	100%	53,140	100%	53,858	100%	5.0%	1.4%
Casual (1-49 times)	18,702	36%	22,428	42%	23,238	43%	24.3%	3.6%
Core(50+ times)	32,589	64%	30,712	58%	30,619	57%	-6.0%	-0.3%
Running/Jogging	49,459	100%	47,816	100%	48,305	100%	-2.3%	1.0%
Casual (1-49 times)	24,399	49%	23,776	50%	24,175	50%	-0.9%	1.7%
Core(50+ times)	25,061	51%	24,040	50%	24,129	50%	-3.7%	0.4%
Yoga	28,745	100%	33,636	100%	34,249	100%	19.1%	1.8%
Casual (1-49 times)	17,553	61%	20,409	61%	20,654	60%	17.7%	1.2%
Core(50+ times)	11,193	39%	13,228	39%	13,595	40%	21.5%	2.8%
Stationary Cycling (Recumbent/Upright)	36,668	100%	32,102	100%	32,628	100%	-11.0%	1.6%
Casual (1-49 times)	19,282	53%	15,424	48%	15,901	49%	-17.5%	3.1%
Core(50+ times)	17,387	47%	16,678	52%	16,728	51%	-3.8%	0.3%
Weight/Resistant Machines	36,372	100%	30,010	100%	29,426	100%	-19.1%	-1.9%
Casual (1-49 times)	14,893	41%	12,387	41%	11,361	39%	-23.7%	-8.3%
Core(50+ times)	21,479	59%	17,623	59%	18,065	61%	-15.9%	2.5%
Free Weights (Barbells)	27,834	100%	28,678	100%	29,333	100%	5.4%	2.3%
Casual (1-49 times)	11,355	41%	13,576	47%	14,174	48%	24.8%	4.4%
Core(50+ times)	16,479	59%	15,103	53%	15,159	52%	-8.0%	0.4%
Elliptical Motion/Cross-Trainer	33,238	100%	27,051	100%	27,062	100%	-18.6%	0.0%
Casual (1-49 times)	16,889	51%	14,968	55%	13,898	51%	-17.7%	-7.1%
Core(50+ times)	16,349	49%	12,083	45%	13,164	49%	-19.5%	8.9%
Dance, Step, & Choreographed Exercise	22,391	100%	25,163	100%	26,241	100%	17.2%	4.3%
Casual (1-49 times)	14,503	65%	17,096	68%	18,179	69%	25.3%	6.3%
Core(50+ times)	7,888	35%	8,067	32%	8,063	31%	2.2%	0.0%
Bodyweight Exercise	24,183	100%	22,034	100%	22,578	100%	-6.6%	2.5%
Casual (1-49 times)	9,674	40%	9,514	43%	10,486	46%	8.4%	10.2%
Core(50+ times)	14,509	60%	12,520	57%	12,092	54%	-16.7%	-3.4%
High Impact/Intensity Training	21,611	100%	21,821	100%	21,801	100%	0.9%	-0.1%
Casual (1-49 times)	11,828	55%	12,593	58%	12,559	58%	6.2%	-0.3%
Core(50+ times)	9,783	45%	9,228	42%	9,242	42%	-5.5%	0.2%
Trail Running	10,010	100%	13,253	100%	14,885	100%	48.7%	12.3%
Casual (1-25 times)	8,000	80%	10,792	81%	12,260	82%	53.3%	13.6%
Core(26+ times)	2,009	20%	2,461	19%	2,625	18%	30.7%	6.7%
Rowing Machine	12,096	100%	11,893	100%	12,775	100%	5.6%	7.4%
Casual (1-49 times)	7,744	64%	7,875	66%	8,473	66%	9.4%	7.6%
Core(50+ times)	4,352	36%	4,017	34%	4,302	34%	-1.1%	7.1%
Stair Climbing Machine	15,025	100%	11,677	100%	12,605	100%	-16.1%	7.9%
Casual (1-49 times)	9,643	64%	7,569	65%	8,075	64%	-16.3%	6.7%
Core(50+ times)	5,382	36%	4,108	35%	4,530	36%	-15.8%	10.3%
Pilates Training	9,084	100%	10,311	100%	11,862	100%	30.6%	15.0%
Casual (1-49 times)	5,845	64%	7,377	72%	8,805	74%	50.6%	19.4%
Core(50+ times)	3,238	36%	2,935	28%	3,057	26%	-5.6%	4.2%
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline:	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution:	Evenly Divided between Core and Casual Participants (45-55%)		Moderate Amount of Participants (56-74%)		Majority Amount of Participants (75% or greater)			

Figure 47 General Fitness Participatory Trends

National Participatory Trends - General Fitness								
Activity	Participation Levels						% Change	
	2018		2022		2023		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Cross-Training Style Workout	13,338	100%	9,248	100%	9,404	100%	-29.5%	1.7%
Casual (1-49 times)	6,594	49%	4,281	46%	4,391	47%	-33.4%	2.6%
Core(50+ times)	6,744	51%	4,968	54%	5,013	53%	-25.7%	0.9%
Boxing/MMA for Fitness	7,650	100%	9,787	100%	8,378	100%	9.5%	-14.4%
Casual (1-12 times)	4,176	55%	6,191	63%	5,003	60%	19.8%	-19.2%
Core(13+ times)	3,473	45%	3,596	37%	3,375	40%	-2.8%	-6.1%
Martial Arts	5,821	100%	6,355	100%	6,610	100%	13.6%	4.0%
Casual (1-12 times)	1,991	34%	3,114	49%	3,481	53%	74.8%	11.8%
Core(13+ times)	3,830	66%	3,241	51%	3,130	47%	-18.3%	-3.4%
Stationary Cycling (Group)	9,434	100%	6,268	100%	6,227	100%	-34.0%	-0.7%
Casual (1-49 times)	6,097	65%	3,925	63%	3,783	61%	-38.0%	-3.6%
Core(50+ times)	3,337	35%	2,344	37%	2,444	39%	-26.8%	4.3%
Cardio Kickboxing	6,838	100%	5,531	100%	5,524	100%	-19.2%	-0.1%
Casual (1-49 times)	4,712	69%	3,958	72%	3,929	71%	-16.6%	-0.7%
Core(50+ times)	2,126	31%	1,573	28%	1,596	29%	-24.9%	1.5%
Boot Camp Style Cross-Training	6,695	100%	5,192	100%	5,434	100%	-18.8%	4.7%
Casual (1-49 times)	4,780	71%	3,691	71%	4,003	74%	-16.3%	8.5%
Core(50+ times)	1,915	29%	1,500	29%	1,432	26%	-25.2%	-4.5%
Barre	3,532	100%	3,803	100%	4,294	100%	21.6%	12.9%
Casual (1-49 times)	2,750	78%	3,022	79%	3,473	81%	26.3%	14.9%
Core(50+ times)	782	22%	781	21%	821	19%	5.0%	5.1%
Tai Chi	3,761	100%	3,394	100%	3,948	100%	5.0%	16.3%
Casual (1-49 times)	2,360	63%	2,139	63%	2,748	70%	16.4%	28.5%
Core(50+ times)	1,400	37%	1,255	37%	1,200	30%	-14.3%	-4.4%
Triathlon (Traditional/Road)	2,168	100%	1,780	100%	1,738	100%	-19.8%	-2.4%
Triathlon (Non-Traditional/Off Road)	1,589	100%	1,350	100%	1,363	100%	-14.2%	1.0%
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline:	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution:	Evenly Divided between Core and Casual Participants (45-55%)		Moderate Amount of Participants (56-74%)		Majority Amount of Participants (75% or greater)			

Figure 48 General Fitness Participatory Trends, Continued

OUTDOOR/ADVENTURE RECREATION

National Participatory Trends - Outdoor / Adventure Recreation								
Activity	Participation Levels						% Change	
	2018		2022		2023		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Hiking (Day)	47,860	100%	59,578	100%	61,444	100%	28.4%	3.1%
Casual (1-7 times)	37,238	78%	44,154	74%	45,336	74%	21.7%	2.7%
Core(8+ times)	10,622	22%	15,424	26%	16,108	26%	51.6%	4.4%
Fishing (Freshwater)	38,998	100%	41,821	100%	42,605	100%	9.2%	1.9%
Casual (1-7 times)	21,099	54%	23,430	56%	23,964	56%	13.6%	2.3%
Core(8+ times)	17,899	46%	18,391	44%	18,641	44%	4.1%	1.4%
Bicycling (Road)	39,041	100%	43,554	100%	42,243	100%	8.2%	-3.0%
Casual (1-25 times)	20,777	53%	23,278	53%	22,520	53%	8.4%	-3.3%
Core(26+ times)	18,264	47%	20,276	47%	19,723	47%	8.0%	-2.7%
Camping	27,416	100%	37,431	100%	38,572	100%	40.7%	3.0%
Casual (1-7 times)	20,611	75%	28,459	76%	29,060	75%	41.0%	2.1%
Core(8+ times)	6,805	25%	8,972	24%	9,513	25%	39.8%	6.0%
Wildlife Viewing (>1/4 mile of Vehicle/Home)	20,556	100%	20,615	100%	21,118	100%	2.7%	2.4%
Camping (Recreational Vehicle)	15,980	100%	16,840	100%	16,497	100%	3.2%	-2.0%
Casual (1-7 times)	9,103	57%	10,286	61%	9,801	59%	7.7%	-4.7%
Core(8+ times)	6,877	43%	6,553	39%	6,695	41%	-2.6%	2.2%
Birdwatching (>1/4 mile of Vehicle/Home)	12,344	100%	15,818	100%	16,423	100%	33.0%	3.8%
Fishing (Saltwater)	12,830	100%	14,344	100%	15,039	100%	17.2%	4.8%
Casual (1-7 times)	7,636	60%	9,151	64%	9,904	66%	29.7%	8.2%
Core(8+ times)	5,194	40%	5,192	36%	5,135	34%	-1.1%	-1.1%
Backpacking Overnight	10,540	100%	10,217	100%	9,994	100%	-5.2%	-2.2%
Bicycling (Mountain)	8,690	100%	8,916	100%	9,289	100%	6.9%	4.2%
Casual (1-12 times)	4,294	49%	4,896	55%	5,434	58%	26.5%	11.0%
Core(13+ times)	4,396	51%	4,020	45%	3,854	41%	-12.3%	-4.1%
Skateboarding	6,500	100%	9,019	100%	8,923	100%	37.3%	-1.1%
Casual (1-25 times)	3,989	61%	6,469	72%	6,504	73%	63.0%	0.5%
Core(26+ times)	2,511	39%	2,559	28%	2,418	27%	-3.7%	-5.5%
Fishing (Fly)	6,939	100%	7,631	100%	8,077	100%	16.4%	5.8%
Casual (1-7 times)	4,460	64%	4,993	65%	5,417	67%	21.5%	8.5%
Core(8+ times)	2,479	36%	2,638	35%	2,659	33%	7.3%	0.8%
Archery	7,654	100%	7,428	100%	7,662	100%	0.1%	3.2%
Casual (1-25 times)	6,514	85%	6,202	83%	6,483	85%	-0.5%	4.5%
Core(26+ times)	1,140	15%	1,227	17%	1,179	15%	3.4%	-3.9%
Climbing (Indoor)	5,112	100%	5,778	100%	6,356	100%	24.3%	10.0%
Roller Skating, In-Line	5,040	100%	5,173	100%	5,201	100%	3.2%	0.5%
Casual (1-12 times)	3,680	73%	3,763	73%	3,840	74%	4.3%	2.0%
Core(13+ times)	1,359	27%	1,410	27%	1,361	26%	0.1%	-3.5%
Bicycling (BMX)	3,439	100%	4,181	100%	4,462	100%	29.7%	6.7%
Casual (1-12 times)	2,052	60%	2,792	67%	3,130	70%	52.5%	12.1%
Core(13+ times)	1,387	40%	1,389	33%	1,332	30%	-4.0%	-4.1%
Climbing (Traditional/Ice/Mountaineering)	2,541	100%	2,452	100%	2,568	100%	1.1%	4.7%
Climbing (Sport/Boulder)	2,184	100%	2,452	100%	2,544	100%	16.5%	3.8%
Adventure Racing	2,215	100%	1,714	100%	1,808	100%	-18.4%	5.5%
Casual (1 time)	581	26%	236	14%	405	22%	-30.3%	71.6%
Core(2+ times)	1,634	74%	1,478	86%	1,403	78%	-14.1%	-5.1%
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline:	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution:	Evenly Divided between Core and Casual Participants (45-55%)		Moderate Amount of Participants (56-74%)		Majority Amount of Participants (75% or greater)			

Figure 49 Outdoor/Adventure Participatory Trends

National Participatory Trends - Aquatics								
Activity	Participation Levels						% Change	
	2018		2022		2023		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Swimming (Fitness)	27,575	100%	26,272	100%	28,173	100%	2.2%	7.2%
Casual (1-49 times)	18,728	68%	18,827	72%	20,620	73%	10.1%	9.5%
Core(50+ times)	8,847	32%	7,445	28%	7,553	27%	-14.6%	1.5%
Aquatic Exercise	10,518	100%	10,676	100%	11,307	100%	7.5%	5.9%
Casual (1-49 times)	7,391	70%	8,626	81%	9,298	82%	25.8%	7.8%
Core(50+ times)	3,127	30%	2,050	19%	2,009	18%	-35.8%	-2.0%
Swimming on a Team	3,045	100%	2,904	100%	3,327	100%	9.3%	14.6%
Casual (1-49 times)	1,678	55%	1,916	66%	2,280	69%	35.9%	19.0%
Core(50+ times)	1,367	45%	988	34%	1,047	31%	-23.4%	6.0%
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline:	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution:	Evenly Divided between Core and Casual Participants (45-55%)		Moderate Amount of Participants (56-74%)		Majority Amount of Participants (75% or greater)			

Figure 50 Aquatic Participatory Trends

WATER SPORTS/ACTIVITIES

National Participatory Trends - Water Sports / Activities								
Activity	Participation Levels						% Change	
	2018		2022		2023		5-Year Trend	1-Year Trend
	#	%	#	%	#	%		
Kayaking (Recreational)	11,017	100%	13,561	100%	14,726	100%	33.7%	8.6%
Canoeing	9,129	100%	9,521	100%	9,999	100%	9.5%	5.0%
Snorkeling	7,815	100%	7,376	100%	7,489	100%	-4.2%	1.5%
Casual (1-7 times)	6,321	81%	6,005	81%	6,086	81%	-3.7%	1.3%
Core(8+ times)	1,493	19%	1,371	19%	1,403	19%	-6.0%	2.3%
Jet Skiing	5,324	100%	5,445	100%	5,759	100%	8.2%	5.8%
Casual (1-7 times)	3,900	73%	4,151	76%	4,490	78%	15.1%	8.2%
Core(8+ times)	1,425	27%	1,294	24%	1,269	22%	-10.9%	-1.9%
Stand-Up Paddling	3,453	100%	3,777	100%	4,129	100%	19.6%	9.3%
Sailing	3,754	100%	3,632	100%	4,100	100%	9.2%	12.9%
Casual (1-7 times)	2,596	69%	2,633	72%	3,117	76%	20.1%	18.4%
Core(8+ times)	1,159	31%	999	28%	984	24%	-15.1%	-1.5%
Rafting	3,404	100%	3,595	100%	4,050	100%	19.0%	12.7%
Surfing	2,874	100%	3,692	100%	3,993	100%	38.9%	8.2%
Casual (1-7 times)	1,971	69%	2,444	66%	2,655	66%	34.7%	8.6%
Core(8+ times)	904	31%	1,248	34%	1,338	34%	48.0%	7.2%
Water Skiing	3,363	100%	3,040	100%	3,133	100%	-6.8%	3.1%
Casual (1-7 times)	2,499	74%	2,185	72%	2,302	73%	-7.9%	5.4%
Core(8+ times)	863	26%	855	28%	832	27%	-3.6%	-2.7%
Scuba Diving	2,849	100%	2,658	100%	3,063	100%	7.5%	15.2%
Casual (1-7 times)	2,133	75%	2,012	76%	2,374	78%	11.3%	18.0%
Core(8+ times)	716	25%	646	24%	689	22%	-3.8%	6.7%
Kayaking (White Water)	2,562	100%	2,726	100%	2,995	100%	16.9%	9.9%
Wakeboarding	2,796	100%	2,754	100%	2,844	100%	1.7%	3.3%
Casual (1-7 times)	1,900	68%	2,075	75%	2,119	75%	11.5%	2.1%
Core(8+ times)	896	32%	679	25%	725	25%	-19.1%	6.8%
Kayaking (Sea/Touring)	2,805	100%	2,642	100%	2,800	100%	-0.2%	6.0%
Boardsailing/Windsurfing	1,556	100%	1,391	100%	1,434	100%	-7.8%	3.1%
Casual (1-7 times)	1,245	80%	1,103	79%	1,162	81%	-6.7%	5.3%
Core(8+ times)	310	20%	288	21%	272	19%	-12.3%	-5.6%
NOTE: Participation figures are in 000's for the US population ages 6 and over								
Participation Growth/Decline:	Large Increase (greater than 25%)		Moderate Increase (0% to 25%)		Moderate Decrease (0% to -25%)		Large Decrease (less than -25%)	
Core vs Casual Distribution:	Evenly Divided between Core and Casual Participants (45-55%)		Moderate Amount of Participants (56-74%)		Majority Amount of Participants (75% or greater)			

Figure 51 Water Sports/Activities Participatory Trends

APPENDIX F: PROGRAM LIFECYCLES

A program lifecycle analysis is important because it ensures a recreation department offers a balanced mix of innovative, stable, and legacy programs. Maintaining a portfolio with roughly 50–60% of programs in the early stages (Introduction, Take-Off, Growth) keeps the programming dynamic and responsive to evolving community interests, while approximately 40% in the Mature stage provides a dependable core of well-established, high-performing offerings. Programs in the Saturation or Decline stages should be evaluated for improvement, repurposing, or replacement.

More than 27% of IPR programs fall within the Saturation and Decline stages or have been cancelled for various reasons. Also, the percentage of programs (42.4%) that fall within the Introduction, Take-Off, and Growth stages is below the recommended distribution of 50-60% of the overall programming portfolio. These two percentages indicate that there are several programs that either need to be re-evaluated for relevancy to the community or entirely replaced by new programming that has been identified as a priority in this report. The core program areas with the majority of programming in the Saturated and Decline stages are Senior Programs and Sports & Wellness.

LIFECYCLE STAGE OF PROGRAM								
Core Program Area	Program	**Introduction** New program; modest participation	**Take-Off** Rapid participation growth	**Growth** Moderate, but consistent participation growth	**Mature** Slow participation growth	**Saturated** Minimal to no participation growth; extreme competition	**Decline** Declining participation	**No Go** Cancelled Programs
Art & Culture	School Letter Writing Program			X				
Art & Culture	Traveling Trunk Outreach				X			
Art & Culture	Lecturer Series							
Art & Culture	Live Action Oregon Trail Event							
Art & Culture	Evening at the Museum							
Art & Culture	Field Trips			X				
Arts & Culture	Theatre Performances				X			
Arts & Culture	Children's Theatre Beginners Workshops				X			
Arts & Culture	Theatre Creation Camps	X						
Arts & Culture	Spray & Celerate	X						
Arts & Culture	Love Craft	X						
Arts & Culture	Make & Take: Fall Décor	X						
Arts & Culture	Pickup Chess				X			
Arts & Culture	Popsicles in the Park			X				
Arts & Culture	April Fools Joke Trail	X						
Arts & Culture	Family Game Time / Fun in the Park	X						
Arts and Culture	Bridge						X	
Arts and Culture	Duplicate Bridge				X			
Cont'd Ed & Life Skills	Floral Workshop	X						
Cont'd Ed & Life Skills	Sustainable Garden Workshop	X						
Nature	Hummingbird Festival				X			
Nature	Xmas Trees andPpinecones			X				
Nature	Tree Identification	X						
Nature	Basics of Mammology	X						
Nature	Senior Bird Bingo						X	
Nature	Nature Walk with a Naturalist			X				
Nature	Leaf and Flower Pressing	X						
Nature	GONP Feeding Day				X			
Nature	Let's Build a Squirrel Feeder	X						
Nature	Let's Build an Oreole Feeder			X				
Nature	Let's Build a Bluebird House		X					
Nature	Winter Seed Sowing		X					
Nature	GONP bird Survey	X						
Nature	GONP Young Foresters	X						
Nature	GONP Native Plant Academy	X						
Nature	Upcycling Alluminum soda cans	X						
Nature	GONP Fishin' Friends	X						
Nature	UV Nighthike	X						
Nature (Free)	Let's talk about: Backyard Birding			X				
Nature (Free)	Let's talk about: Bats			X				
Nature (Free)	Let's talk about: Bison				X			
Nature (Free)	Let's talk about: Camping				X			
Nature (Free)	Let's talk about: Endangered Species			X				
Nature (Free)	Let's talk about: Fish of Missouri				X		X	
Nature (Free)	Let's talk about: hiking				X			

TABLE 21 LIFECYCLE STAGES OF PROGRAMS

LIFECYCLE STAGE OF PROGRAM								
Core Program Area	Program	**Introduction** New program; modest participation	**Take-Off** Rapid participation growth	**Growth** Moderate, but consistent participation growth	**Mature** Slow participation growth	**Saturated** Minimal to no participation growth; extreme competition	**Decline** Declining participation	**No Go** Cancelled Programs
Nature (Free)	Let's talk about: Hummingbirds		X					
Nature (Free)	Let's talk about: insects			X				
Nature (Free)	Let's talk about: mammology			X				
Nature (Free)	Let's talk about: Migratory Birds (summer, winter)		X					
Nature (Free)	Let's talk about:Native Animals of Missouri			X				
Nature (Free)	Let's talk about: Pollinators and Bees			X				
Nature (Free)	Let's talk about: Reptiles and Amphibians				X			
Nature (Free)	Let's talk about: Scavengers				X			
Nature (Free)	Let's talk about: Spooky Crawly Critters		X					
Nature (Free)	Let's talk about: Taxonomy			X				
Nature (Free)	Let's talk about: The Forest			X				
Nature (Free)	Let's talk about: Turkeys!		X					
Nature (Free)	Let's talk about: Water as a Resource			X				
Senior Programs	Wake Up Workout					X		
Senior Programs	Stretch and Tone					X		
Senior Programs	Line Dance					X		
Senior Programs	SilverSneakers Classic						X	
Senior Programs	SilverSneakers Yoga						X	
Senior Programs	Zumba Gold						X	
Senior Programs	Tai Chi for Arthritis					X		
Senior Programs	Fitness Room					X		
Senior Programs	Gym Walking/Open Gym					X		
Senior Programs	Beginner Pickleball				X			
Senior Programs	Open Play Pickleball				X			
Senior Programs	Drop-In Only Pickleball				X			
Senior Programs	60+ Pickleball Tournament					X		
Senior Programs	Health and Information Fair				X			
Senior Programs	Senior's Christmas Celebration				X			
Senior Programs	Scamboree				X			
Senior Programs	New Theatre Trips				X			
Senior Programs	Branson Overnight Trip				X			
Senior Programs	Day Trips				X			
Senior Programs (Free)	Arts & Culture	X						
Senior Programs (Free)	Art in You					X		
Senior Programs (Free)	Bingo				X			
Senior Programs (Free)	Chatterbox				X			
Senior Programs (Free)	Coffee & Guided Chat	X						
Senior Programs (Free)	Color Your Way						X	
Senior Programs (Free)	Cover to Cover Book Group					X		
Senior Programs (Free)	Ice Cream Social			X				
Senior Programs (Free)	Karaoke	X						
Senior Programs (Free)	Mental Stimulation Games				X			
Senior Programs (Free)	Open Music Jam			X				
Senior Programs (Free)	Project Linus Quilters				X			
Senior Programs (Free)	Stitch in Time						X	
Senior Programs (Free)	Community Resource & Information Referral					X		
Senior Programs (Free)	Aging Mastery Program				X			

LIFECYCLE STAGE OF PROGRAM								
Core Program Area	Program	**Introduction** New program; modest participation	**Take-Off** Rapid participation growth	**Growth** Moderate, but consistent participation growth	**Mature** Slow participation growth	**Saturated** Minimal to no participation growth; extreme competition	**Decline** Declining participation	**No Go** Cancelled Programs
Senior Programs (Free)	Chronic Disease Self-Management				X			
Senior Programs (Free)	Chronic Pain Self-Management				X			
Senior Programs (Free)	Fall Prevention				X			
Senior Programs (Free)	General Education Presentations	X						
Senior Programs (Free)	Health Education Presentations	X						
Senior Programs (Free)	Health Screenings			X				
Senior Programs (Free)	Recreation Facilities: Computer Lab					X		
Senior Programs (Free)	Recreation Facilities: Game Room					X		
Senior Programs (Free)	Recreation Facilities: Library					X		
Senior Programs (Free)	Additional Celebratory & Social Events	X						
Senior Programs (Free)	Special Events: Holiday Celebrations				X			
Senior Programs (Free)	Volunteer Program			X				
Senior Programs (Free)	Wellness: Daily Lunch			X				
Senior Programs (Free)	Wellness: Harvester's Box				X			
Senior Programs (Free)	Wellness: Home Delivered Meals					X		
Senior Programs (Free)	Wellness: Motivation & Movement					X		
Senior Programs (Free)	Wellness: Pavement Pounders	X						
Senior Programs (Free)	PEPPI - Peer Exercise Program				X			
Special Events	Festival of Color Youth Art Show					X		
Special Events	Best Little Arts & Crafts Show				X			
Special Events	Jigsaw Puzzle Competition	X						
Special Events	Community Rummage Sale	X						
Special Events	May the Force Be With You					X		
Special Events	Independence Night Market	X						
Special Events	Schools Back Bingo	X						
Special Events	Garden Faire						X	
Special Events	Winter Holiday Bingo	X						
Special Events	Santas Village		X					
Special Events	Galentines Day	X						
Special Events	Annual Winter Trail - Holiday Cutouts				X			
Special Events	Annual Winter Solstice Torch Lit Hike				X			
Special Events	Sky High Kite Festival		X					
Special Events	Independence Day Fireworks Celebration				X			
Special Events	Enchanted Forest						X	
Special Events	Cultural Heritage Skateboard Competition				X			
Special Events	Hummingbird Festival (3 day)			X				
Special Events	Dragon Fly Dayz (2 day)				X			
Special Events	Family Fishing Day				X			
Sports & Wellness	Barre Above				X			
Sports & Wellness	Extreme Boot Camp				X			
Sports & Wellness	Tone & Tighten			X				
Sports & Wellness	TRX Suspension Training					X		
Sports & Wellness	Yoga				X			
Sports & Wellness	Zumba*			X		X		
Sports & Wellness	Turbo Kick Live					X		
Sports & Wellness	Barre Blast						X	
Sports & Wellness	Tai Chi Chuan: The Essentials						X	

LIFECYCLE STAGE OF PROGRAM								
Core Program Area	Program	**Introduction** New program; modest participation	**Take-Off** Rapid participation growth	**Growth** Moderate, but consistent participation growth	**Mature** Slow participation growth	**Saturated** Minimal to no participation growth; extreme competition	**Decline** Declining participation	**No Go** Cancelled Programs
Sports & Wellness	Kaero Kickboxing							X
Sports & Wellness	Xtreme Hip Hop Aerobics							X
Sports & Wellness	Cat Yoga							X
Sports & Wellness	Pickleball for Beginners						X	
Sports & Wellness	Fitness Memberships				X			
Sports & Wellness	Woodcarvers Club					X		
Sports & Wellness	Quilters Club					X		
Sports & Wellness	Toddler Town				X			
Sports & Wellness	Farmers Market - Summer				X			
Sports & Wellness	Farmers Market - Winter					X		
Sports & Wellness	Soccer - SAI (Soccer Assocation of Independence)			X				
Sports & Wellness	Softball - IGSA (Independence Girls Soccer Assocation)			X				
Sports & Wellness	Baseball - Queen City						X	
Sports & Wellness	Football - Pop Warner				X			
Sports and Wellness	Table Tennis					X		
Sports and Wellness	Pickleball Court Rentals	X						
Sports and Wellness	18+ Pickleball Tournament							X

APPENDIX G: PROGRAM CLASSIFICATION

Program classifications categorize recreation offerings based on how closely they align with an organization's mission and how services should be funded, whether through tax support, user fees, or other revenue sources. This analysis is a valuable planning tool that guides decision-making related to pricing, subsidy levels, resource allocation, and program priorities.

ARTS & CULTURE

CLASSIFICATION OF PROGRAM For each Program, place an 'X' to indicate if it is an Essential, Important, or Value-Added program.			
Program	Essential Mostly PUBLIC good / Part of the Mission / Serves majority of the Community / Highest Level of Subsidy offered / "This program MUST be offered"	Important Mix of PUBLIC and PRIVATE good / Important to the community / Serves the broad community / Some level of subsidy offered / "This program SHOULD USUALLY be offered"	Value-Added Mostly PRIVATE good / Enhanced Community Offering / Serves niche groups / Limited to no subsidy / "This program is NICE to offer"
Theatre Performances		X	
Children's Theatre Beginners Workshops			X
Theatre Creation Camps			X
Bridge			x
Duplicate Bridge			x
Spray & Celerate			X
Love Craft			X
Make & Take: Fall Décor			X
School Letter Writing Program			X
Traveling Trunk Outreach	X		
Lecturer Series			x
Live Action Oregon Trail Event		X	
Evening at the Museum			X
Field Trips	X		

TABLE 22 ARTS & CULTURE

CONTINUING EDUCATION / LIFE SKILLS

CLASSIFICATION OF PROGRAM For each Program, place an 'X' to indicate if it is an Essential, Important, or Value-Added program.			
Program	Essential Mostly PUBLIC good / Part of the Mission / Serves majority of the Community / Highest Level of Subsidy offered / "This program MUST be offered"	Important Mix of PUBLIC and PRIVATE good / Important to the community / Serves the broad community / Some level of subsidy offered / "This program SHOULD USUALLY be offered"	Value-Added Mostly PRIVATE good / Enhanced Community Offering / Serves niche groups / Limited to no subsidy / "This program is NICE to offer"
Floral Workshop			X
Sustainable Garden Workshop		X	

TABLE 23 CONTINUING EDUCATION / LIFE SKILLS

RENTALS

CLASSIFICATION OF PROGRAM For each Program, place an 'X' to indicate if it is an Essential, Important, or Value-Added program.			
Program	Essential Mostly PUBLIC good / Part of the Mission / Serves majority of the Community / Highest Level of Subsidy offered / "This program MUST be offered"	Important Mix of PUBLIC and PRIVATE good / Important to the community / Serves the broad community / Some level of subsidy offered / "This program SHOULD USUALLY be offered"	Value-Added Mostly PRIVATE good / Enhanced Community Offering / Serves niche groups / Limited to no subsidy / "This program is NICE to offer"
Sermon Center Gymnasium rentals		X	
Sermon Center medium room rentals		X	
Park Shelters/Pavilions		X	
Uptown Market Rentals	X		
GONP - Lodge Rentals			X
GONP - Pavilion Rentals			X
GONP - Campground Rentals			X

TABLE 24 RENTALS

NATURE PROGRAMS

CLASSIFICATION OF PROGRAM For each Program, place an 'X' to indicate if it is an Essential, Important, or Value-Added program.			
Program	**Essential** Mostly PUBLIC good / Part of the Mission / Serves majority of the Community / Highest Level of Subsidy offered / "This program MUST be offered"	**Important** Mix of PUBLIC and PRIVATE good / Important to the community / Serves the broad community / Some level of subsidy offered / "This program SHOULD USUALLY be offered"	**Value-Added** Mostly PRIVATE good / Enhanced Community Offering / Serves niche groups / Limited to no subsidy / "This program is NICE to offer"
Winter Seed Sowing		x	
GONP bird Survey			x
GONP Young Foresters			x
GONP Native Plant Academy			x
Upcycling Alluminum Cans			x
GONP Fishin' Friends			x
UV Nighthike			x
Let's talk about: Backyard Birding	x		
Let's talk about: Bats	x		
Let's talk about: Bison	x		
Let's talk about: Camping	x		
Let's talk about: Endangered Species	x		
Let's talk about: Fish of Missouri	x		
Let's talk about: hiking	x		
Let's talk about: Hummingbirds	x		
Let's talk about: insects	x		
Let's talk about: mammology	x		
Let's talk about: Migratory Birds (summer, winter)	x		
Let's talk about:Native Animals of Missouri	x		
Let's talk about: Pollinators and Bees	x		
Let's talk about: Reptiles and Amphibians	x		
Let's talk about: Scavengers	x		
Let's talk about: Spooky Crawly Critters	x		
Let's talk about: Taxonomy	x		
Let's talk about: The Forest	x		
Let's talk about: Turkeys!	x		
Let's talk about: Water as a Resource	x		

TABLE 25 NATURE PROGRAMS

SENIOR PROGRAMS

CLASSIFICATION OF PROGRAM For each Program, place an 'X' to indicate if it is an Essential, Important, or Value-Added program.			
Program	**Essential** Mostly PUBLIC good / Part of the Mission / Serves majority of the Community / Highest Level of Subsidy offered / "This program MUST be offered"	**Important** Mix of PUBLIC and PRIVATE good / Important to the community / Serves the broad community / Some level of subsidy offered / "This program SHOULD USUALLY be offered"	**Value-Added** Mostly PRIVATE good / Enhanced Community Offering / Serves niche groups / Limited to no subsidy / "This program is NICE to offer"
Arts & Culture: Project Linus Quilters		X	
Arts & Culture: Stitch in Time			X
Continuing Education & Life Skills: Community Resource & Information Referral	X		
Continuing Education & Life Skills: Evidence-Based Education like Aging Mastery Program, Chronic Disease Self-Management, & Chronic Pain Self-Management	X		
Continuing Education & Life Skills: Fall Prevention	X		
Continuing Education & Life Skills: General Education Presentations	X		
Continuing Education & Life Skills: Health Education Presentations	X		
Continuing Education & Life Skills: Health Screenings	X		
Recreation Facilities: Computer Lab	X		
Recreation Facilities: Game Room	X		
Recreation Facilities: Library		X	
Special Events: Additional Celebratory & Social Event Activities	X		
Special Events: Holiday Celebrations	X		
Volunteer Program	X		
Wellness: Daily Lunch	X		
Wellness: Harvester's Box	X		
Wellness: Home Delivered Meals	X		
Wellness: Motivation & Movement		X	
Wellness: Pavement Pounders			X
Wellness: PEPPI - Peer Exercise Program Promotes Independence	X		

TABLE 26 SENIOR PROGRAMS

SENIOR PROGRAMS (CONT.)

CLASSIFICATION OF PROGRAM For each Program, place an 'X' to indicate if it is an Essential, Important, or Value-Added program.			
Program	**Essential** Mostly PUBLIC good / Part of the Mission / Serves majority of the Community / Highest Level of Subsidy offered / "This program MUST be offered"	**Important** Mix of PUBLIC and PRIVATE good / Important to the community / Serves the broad community / Some level of subsidy offered / "This program SHOULD USUALLY be offered"	**Value-Added** Mostly PRIVATE good / Enhanced Community Offering / Serves niche groups / Limited to no subsidy / "This program is NICE to offer"
Wake Up Workout	X		
Stretch and Tone	X		
Line Dance	X		
SilverSneakers Classic	X		
SilverSneakers Yoga	X		
Zumba Gold		X	
Tai Chi for Arthritis	X		
Fitness Room			X
Gym Walking/Open Gym	X		
Beginner Pickleball		x	
Open Play Pickleball		x	
Drop-In Only Pickleball		x	
60+ Pickleball Tournament			X
Health and Information Fair	X		
Senior's Christmas Celebration	X		
Scamboree	X		
New Theatre Trips			X
Branson Overnight Trip			X
Day Trips			X
Arts & Culture: Additional Arts & Culture Programming	X		
Arts & Culture: Art in You	X		
Arts & Culture: Bingo	X		
Arts & Culture: Chatterbox	X		
Arts & Culture: Coffee & Guided Chat	X		
Arts & Culture: Color Your Way			X
Arts & Culture: Cover to Cover Book Group		X	
Arts & Culture: Ice Cream Social	X		
Arts & Culture: Karaoke		X	
Arts & Culture: Mental Stimulation Games	X		
Arts & Culture: Open Music Jam	X		

SPECIAL EVENTS

CLASSIFICATION OF PROGRAM For each Program, place an 'X' to indicate if it is an Essential, Important, or Value-Added program.			
Program	**Essential** Mostly PUBLIC good / Part of the Mission / Serves majority of the Community / Highest Level of Subsidy offered / "This program MUST be offered"	**Important** Mix of PUBLIC and PRIVATE good / Important to the community / Serves the broad community / Some level of subsidy offered / "This program SHOULD USUALLY be offered"	**Value-Added** Mostly PRIVATE good / Enhanced Community Offering / Serves niche groups / Limited to no subsidy / "This program is NICE to offer"
Hummingbird Festival (3 day)	x		
Dragon Fly Dayz (2 day)	x		
Family Fishing Day	x		
Festival of Color Youth Art Show		X	
Community Rummage Sale		X	
Best Little Arts & Crafts Show		X	
Jigsaw Puzzle Competition			X
May the Force Be With You	X		
Independence Night Market	X		
Schools Back Bingo			X
Garden Faire		X	
Winter Holiday Bingo			X
Santas Village		X	
Galentines Day			X
Independence Day Fireworks Celebration	X		
Enchanted Forest	X		
Cultural Heritage Skateboard Competition	X		

TABLE 27 SPECIAL EVENTS

SPORTS & WELLNESS

CLASSIFICATION OF PROGRAM For each Program, place an 'X' to indicate if it is an Essential, Important, or Value-Added program.			
Program	**Essential** Mostly PUBLIC good / Part of the Mission / Serves majority of the Community / Highest Level of Subsidy offered / "This program MUST be offered"	**Important** Mix of PUBLIC and PRIVATE good / Important to the community / Serves the broad community / Some level of subsidy offered / "This program SHOULD USUALLY be offered"	**Value-Added** Mostly PRIVATE good / Enhanced Community Offering / Serves niche groups / Limited to no subsidy / "This program is NICE to offer"
Barre Above			X
Extreme Boot Camp			X
Barre Blast			X
Tone & Tighten			X
Zumba			X
Yoga			X
TRX Suspension Training			X
Turbo Kick Live			X
Farmers Market	X		
Toddler Town		X	
Fitness Memberships		X	
Woodcarvers Club			X
Quilters Club			X
Table Tennis			X
18+ Pickleball Tournament			x
Pickleball Court Rentals			X
Soccer - SAI (Soccer Assocation of Independence)	X		
Softball - IGSA (Independence Girls Soccer Assocation)	X		
Baseball - Queen City	X		
Football - Pop Warner			

TABLE 28 SPORTS & WELLNESS

APPENDIX H: ANCILLARY SERVICES

Ancillary services refer to supplementary offerings that support and enhance the core recreational programs provided by the Department. These services offer added value to residents, drive community engagement, and contribute to the department's financial sustainability. Tracking their performance helps identify opportunities for optimization, expansion, or alignment with community needs.

Ancillary Services				
Services	FY 21	FY 22	FY 23	Difference (%)
Sermon Center Rentals				
Number of Rentals*	157	187	182	16%
Revenue	$19,439.50	$29,748.00	$43,974.00	126%
Shelter Reservations**				
Number of Rentals	160	119	106	-34%
Revenue	$5,995.00	$4,735.00	$5,375.00	-10%
Pavilion Reservations**				
Number of Rentals	325	312	314	-3%
Revenue	$27,800.00	$30,075.00	$32,560.00	17%
George Owens - Lodge Rentals				
Number of Rentals	45	51	39	-13%
Revenue				
George Owens - Pavilion Rentals				
Number of Rentals	17	23	24	41%
Revenue				
George Owens - Campground Rentals				
Number of Rentals	25	15	11	-56%
Revenue				
Total Rental Revenue	**$7,974**	**$12,020**	**$9,025**	**13%**
Palmer Center Rentals				
Number of Rentals	7	4	6	-14%
Revenue	$1,354.00	$1,404.00	$3,428.00	153%

TABLE 29 ANCILLARY SERVICE PARTICIPATION AND FINANCIAL DATA PROVIDED BY INDEPENDENCE STAFF

*COVID-19 regulations gradually decreasing.

**Reservation fees increased in FY22/23.

Some key insights from IPR include:

- Sermon Center rental revenue increased 126% between 2021 and 2023.
- Shelter reservations and revenue decreased between 2021 – 2023 but rebounded slightly between 2022-2023.
- The number of Pavilion rentals decreased between 2021 – 2023, however the revenue increased by 17% due to increased fees.
- George Owens' rental revenue increased between 2021-2023 by 13% but saw dip in revenue between 2022-2023 by 25%.

APPENDIX I: MAINTENANCE STANDARDS

Maintenance standards are organized by three Levels of Service. Maintenance standards can change by season and month depending on the type of park area level of use. Standards shall be calculated by time and equipment proposed for all parks in the system.

This format provides guidance in terms of understanding the required work activities and elements in a descriptive manner that then can be quantified numerically. Following are descriptions of the levels of service and both qualitative and quantitative maintenance standards proposed for all parks in the system.

MAINTENANCE STANDARDS

Three maintenance levels are generally defined. The difference between levels is frequency of maintenance as determined by ability. Maintenance Standards have these 3 general characteristics.

- **Level 1 Maintenance** – High profile areas where the entire area is visible to foot traffic such as entrances to community centers, signature facilities, and areas where funding permits a higher level of maintenance. Example of maintenance activities include Mowing and edging twice per week, 95 percent turf coverage at start of season with 5 percent weeds and 0 percent bare area, edging once per week, tree pruning cycle once annually, litter pickup twice per week.
- **Level 2 Maintenance** – Moderate to heavy use typical of most parks. Example maintenance activities include Mowing and edging once per week, 88 percent turf coverage at start of season with 8 percent weeds and 4 percent bare area, tree pruning cycle every seven years, litter pickup once per week.
- **Level 3 Maintenance** – Typical for low usage parks or when funding is limited. Example maintenance activities include Mowing and edging every 10 days, 80 percent turf coverage at start of season with 20 percent weeds, edging once per week or every 2 weeks in off-season, tree pruning cycle every 10 years, litter pickup every other week.

  In areas where turf does not impact quality of experience (i.e., dog parks) or non-landscaped open space areas, demand-based maintenance is provided according to funding availability.

LEVEL ONE MAINTENANCE STANDARDS AND DEFINITIONS FOR PARKS

- Turf Maintenance – high profile areas (small areas, entire area visible to foot traffic)
  - Mowing will occur 2 times/week
  - Mowing heights
    - 2 ½” during warm season (day time highs consistently above 75 degrees)
  - Edging of all turf perimeters will occur 1 time/week
  - 95% turf coverage
  - 3% weed infestation for existing areas (all efforts should be made to keep new areas 100% weed free)
  - 2% bare area
  - Remove grass clippings if visible
  - Aerate 1 time/year (additionally if needed)
  - Inspect thatch layer regularly and remove as needed

- Test soil and water annually
    - Additional testing will occur if deemed necessary
- Soil moisture will be consistent
    - No wet areas
    - No dry areas
    - Firm enough for foot and mower traffic
    - Apply wetting agents to assist in uniform soil moisture
    - Hand water as needed
- Inspect daily for insects, disease, and stress and respond to outbreaks within 24 hours
- Fertilize 3 times per year
- Top dress/over seed once a year

- Tree and Shrub Maintenance
    - Prune/trim trees and shrubs as dictated by species twice annually during spring and fall
    - Remove sucker growth annually
    - Test soil annually to ensure application of appropriate nutrients as needed
    - Apply fertilizer to plant species according to their optimum requirements as needed or yearly
    - Inspect regularly for insects and diseases. Respond to outbreaks within 48 hours
    - Place 2” of organic mulch around each tree within a minimum 18” ring
    - Place 2” of organic mulch around shrub beds to minimize weed growth
    - Remove hazardous limbs and plants immediately upon discovery
    - Remove dead trees and plant material immediately unless located within an environmental area
    - Remove or treat invasive plants within 5 days of discovery
    - Flower bed maintenance done yearly
    - Fertilize once a year
    - Pond maintenance is done yearly and inspect weekly

    - Water features maintained weekly
    - Invasive plant removal annually
- Storm Cleanup
    - Inspect drain covers at least twice monthly, before rain and immediately after flooding
    - Remove debris and organic materials from drain covers immediately
    - Maintain water inlet height at 100% of design standard
- Irrigation Systems
    - Inspect irrigation systems at least once per month or computer monitors as necessary
    - Initiate repairs to non-functioning systems within 24 hours of discovery
    - Back flow testing done annually
- Litter Control
    - Pick up litter and empty containers at least once daily or as needed
    - Remove leaves and organic debris once a week or as necessary
- Playground Maintenance
    - Audit each playground to ensure compliance with the current version of ASTM Performance Standard F1487 and the Consumer Product Safety Commission "Handbook for Public Playground Safety" used by the Certified Playground Safety Inspector program through the National Recreation and Park Association.
    - Complete low-frequency playground inspections at least bi-monthly or as required. All low-frequency inspections are to be completed by a Certified Playground Safety Inspector (CPSI). Complete safety-related repairs immediately, and initiate other repairs within 48 hours of discovery
    - Complete high-frequency inspections at least weekly
    - Grooming surface three times weekly, nine months a year
- Hard Surface Maintenance
    - Remove debris and glass immediately upon discovery
    - Remove sand, dirt, and organic debris from walks and hard-court surfaces weekly
    - Remove trip hazards from pedestrian areas immediately upon discovery
    - Paint fading or indistinct instructional / directional signs annually
    - Blow grass clippings after mowing around hard surfaces
    - Remove grass growing in cracks as needed
- Outdoor Court Maintenance
    - Inspect tennis and basketball courts at least once monthly. Complete all repairs within

48 hours of discovery.

  - Repaint lines at least once each year
  - Replace basketball nets when frayed, broken, or removed
  - Maintain basketball goal posts, backboards, rims, tennis net posts, fencing, and hardware to original design specifications

- Trail Maintenance
  - Inspect hard and soft surface trails at least once monthly
  - Remove dirt, sand, and organic debris from hard surfaces at least once weekly
  - Remove organic debris from soft surfaces at least once weekly
  - Maintain a uniform 3 to 4" depth of compacted material on soft surface trails at all times
  - Graffiti removed weekly
  - Remove overhanging branches within 84" of the trail surface at least twice annually
  - Mechanically or chemically control growth 24" on either side of the trails
  - Inspect signs, benches, and other site amenities at least once monthly. Complete repairs within 10 days of discovery
  - Inspect and make necessary repairs to lighting systems at least once monthly
  - Repair / replace bulbs to maintain lighting levels to design specifications at all times
- Site Amenity Maintenance
  - Inspect benches, trash containers, picnic tables and grills, bicycle racks, flag poles, drinking fountains, and other site amenities at least monthly. Complete repairs within 24 hours of discovery
  - Cleaning, scrub and power wash of amenities twice yearly
  - Inspect daily for insects, disease, and stress and respond to outbreaks within 24 hours
- Athletic fields grounds maintenance (Baseball, Soccer, Softball and Rugby)
  - Fields that are dedicated to softball, baseball, soccer and rugby only
  - Use mower capable of "striping" the turf
  - Mowing will occur twice weekly
  - Mowing heights
    - 2" during cool season (day time highs consistently below 75 degrees)
  - Edging of field perimeters will occur twice monthly

- 95% turf coverage at the start of every season
- 80% turf coverage after play begins
- 5% weed infestation
- No bare areas at the start of every season
- 15% bare and weak areas will be acceptable after play begins
- Apply pre-germinated seed to heavily worn areas after every tournament
- Remove grass clippings if visible
- Aerate 3 times annually
- Spot aerate high use areas as needed
- Inspect thatch layer regularly and remove as needed
- Test soil and water annually
  - Additional testing will occur if deemed necessary
- Soil moisture will be consistent
  - No wet areas
  - No dry areas
  - Firm enough for foot and mower traffic
  - Apply wetting agents to assist in uniform soil moisture
  - Hand water as needed
- Inspect daily for insects, disease and stress and respond to outbreaks within 24 hours
- Fertilize monthly
- Aerate and over seed yearly

- Fence and Gate Maintenance
  - Inspect fences, gates and bollards at least twice annually. Complete safety-related repairs immediately. Complete other repairs within 48 hours of discovery
  - Annually free fence of debris
- Sign Maintenance
  - Inspect sign lettering, surfaces, and posts at least once monthly
  - Repair / replace signs to maintain design and safety standards within 24 hours of discovery
  - Clean signs twice a year
  - Cut back plant material annually or more if needed

- Pest Control
    - If the Department has an Integrated Pest Management Program (IPM) policy, address problem areas and inspected monthly and remedied immediately upon discovery
- Vandalism and Graffiti Removal
    - Initiate repairs immediately upon discovery. Document and photograph damage as necessary
- Picnic Shelters
    - Reserved units cleaned and litter removed prior to and after each reservation
    - Minor repairs are made immediately upon discovery
    - Non-reserved units are cleaned weekly by power washing, or as necessary
- Lighting Security/Area
    - Foot-candle levels will be maintained to preserve original design
    - Inspect once monthly
    - Repairs/bulb replacement will be completed within 24 hours of discovery
- Broken Equipment Standard
    - Broken equipment shall be repaired immediately, as staff is capable and parts are available when noticed or reported
    - If staff cannot repair, the broken equipment will be signed and roped off with emergency tape indicating that the amenity is broken, not to be used and if and when it will be repaired
- Lifecycle Replacement
    - The Department should develop a lifecycle replacement program that must be built into the Capital Improvement Program based on contractor and product specifications
- Concession Standards (outdoor)
    - Concession facilities cleaned, wiped down, and sanitized before opening
    - Electrical appliances checked for compliance and repaired if damaged
    - Lights checked and repaired as needed
    - Concession operating permits secured before opening
    - Appliances cleaned thoroughly before opening
    - Prices for concessions will be posted
    - Cash registers tested to ensure they work properly
    - Circuit breakers tested prior to opening
    - Cleaning and sanitization supplies on hand before opening
    - Pick up debris daily
- Closing Concession Standards (outdoor)

- Equipment cleaned thoroughly
- Supplies removed and discarded
- Electricity should be turned off
- Refrigerators and cables turned off and sealed
- Facility floors, sinks, and counters cleaned thoroughly
- Hoses cleaned and drained
- Kitchen cleaned thoroughly
- Inspections of standards will occur monthly

- Restrooms
  - Restrooms cleaned twice per day unless contracted
  - Restrooms inspected hourly
  - Restrooms locked/unlocked daily
  - Replace waterless urinal cartridges monthly
  - Leaks dealt with immediately and were repaired within 24 hours of discovery
- Open Space Standard
  - Maintain natural appearance to open space areas
  - Remove trees and branches that pose a hazard to the users of the area
  - Respond to disease and insect outbreaks within 24 hours of identification
  - Inspect areas monthly
  - Remove and clean dump sites within 48 hours of identification
  - Post and maintain appropriate signage for each individual area
  - Implement strategies to assist in reducing the stand of non-native invasive plants by 5% annually
  - No large branches or debris will be allowed in parks and along perimeters

LEVEL TWO MAINTENANCE STANDARDS FOR PARKS

Maintenance standards can change by season and month depending on the park and level of use. Standards will be calculated by time and equipment needed to develop the required operation budgets. The difference between Level 1 and Level 2 standards is the frequency rate.

- Turf Maintenance
  - Mowing will occur once weekly
  - Mowing heights
    - 2½" during cool season (day time highs consistently below 75 degrees)
  - Edging of all turf perimeters will occur weekly during season and every 2 weeks in off-season
  - 88% turf coverage

- 8% weed infestation
- 4% bare area will be acceptable after play begins
- Remove grass clippings if visible
- Aerate once annually in low use areas
- Aerate twice annually in high use areas (additional if needed)
- Inspect thatch layer regularly and remove as needed
- Test soil and water annually
  - Additional testing will occur if deemed necessary
- Soil moisture will be consistent
  - No wet areas
  - No dry areas
  - Firm enough for foot and mower traffic
  - Apply wetting agents to assist in uniform soil moisture
  - Hand water as needed
- Inspect weekly for insects, disease, and stress and respond to outbreaks within 24 hours
- Fertilize twice yearly

- Tree and Shrub Maintenance
  - Prune/trim trees and shrubs as dictated by species at least once annually
  - Apply fertilizer to plant species only if plant health dictates
  - Remove sucker growth as needed
  - Inspect regularly for insects and diseases. Respond to outbreaks within 48 hours
  - Place 2” of organic mulch around each tree within a minimum 18” ring
  - Place 2” of organic mulch around shrub beds to minimize weed growth
  - Remove hazardous limbs and plants immediately upon discovery
  - Remove dead trees and plant material within 30 days of discovery
  - Remove or treat invasive plants yearly
- Storm Cleanup
  - Inspect drain covers at least once monthly and immediately after flooding occurs
  - Remove debris and organic materials from drain covers every other month
  - Inspect and clean drains before forecasted storms begin
  - Maintain water inlet height at 100% of design standard
  - Invasive plant removal once a year or as needed

- Drain system maintenance done once a year

- Irrigation Systems
  - Inspect irrigation systems a minimum of once per month and as necessary
  - Initiate repairs to non-functioning systems within 48 hours of discovery
  - Annual back flow inspection done yearly
- Litter Control
  - Pick up litter and empty containers at least every other day or as needed
  - Remove leaves and organic debris once a week
- Playground Maintenance
  - Audit each playground to ensure compliance with the current version of ASTM Performance Standard F1487 and the Consumer Product Safety Commission "Handbook for Public Playground Safety"
  - Complete low-frequency playground inspections at least bi-monthly or as required. All low-frequency inspections are to be completed by a Certified Playground Safety Inspector (CPSI). Complete safety-related repairs immediately and initiate other repairs within 48 hours of discovery
  - Complete high-frequency inspections at least weekly
  - Grooming surface two times weekly
- Hard Surface Maintenance
  - Remove debris and glass immediately upon discovery
  - Remove sand, dirt, and organic debris from walks, lots, and hard surfaces every 30 days
  - Remove trip hazards from pedestrian areas immediately upon discovery
  - Paint fading or indistinct instructional/directional signs every other year
  - Remove grass in the cracks monthly
- Outdoor Court Maintenance
  - Inspect basketball courts at least once monthly. Complete repairs within 10 days of discovery
  - Repaint lines at least once every 2 years
  - Replace basketball nets within 10 days when frayed, broken, or removed
  - Maintain basketball goal posts, backboards, rims, fencing and hardware to original design specifications. Complete repairs within 10 days of discovery
- Trail Maintenance
  - Inspect hard and soft surface trails at least once monthly
  - Remove dirt, sand and organic debris from hard surfaces at least once monthly
  - Remove organic debris from soft surfaces at least once monthly
  - Maintain a uniform 2-4" depth of compacted material on soft surface trails

    - Mechanically or chemically control growth 24” on either side of the trails
    - Remove overhanging branches within 84” of the trail surface at least once annually
    - Inspect signs, benches, and other site amenities at least once monthly. Complete repairs within 10 days of discovery
- Site Amenity Maintenance
    - Inspect benches, trash containers, picnic tables, grills, bicycle racks, drinking fountains, and other site amenities at least monthly. Complete repairs within 5 days of discovery
    - Cleaning and washing annually
    - Inspect daily for insects, disease, and stress and respond to outbreaks within 24 hours
- Athletic Field Grounds Maintenance (baseball, soccer, softball, and rugby)
    - Fields that are dedicated to soccer, baseball, softball and rugby only
    - Mowing will occur twice weekly
    - Mowing heights
        - 2 ½” during cool season (day time highs consistently below 75 degrees)
        - 3” during warm season (daytime highs consistently above 75 degrees)
    - Edging of all field perimeters will occur once monthly
    - 80% turf coverage at the start of every season
    - 65% turf coverage after play begins
    - 20% weed infestation
    - 5% bare area at the start of every season
    - 15% bare and weak areas will be acceptable after play begins
    - Remove grass clippings if visible
    - Aerate once annually
    - Inspect thatch layer regularly and remove as needed
    - Test soil and water annually
        - Additional testing will occur if deemed necessary
        - Soil moisture will be consistent
    - No wet areas
    - No dry areas
    - Firm enough for foot and mower traffic
    - Inspect weekly for insects, disease, and stress, and respond to outbreaks within 24 hours
- Fence and Gate Maintenance

- Inspect fences, gates, and bollards at least once annually. Complete safety-related repairs immediately, and complete other repairs within 5 days of discovery
- Clean debris annually

- Sign Maintenance
  - Inspect sign lettering, surfaces, and posts at least once every 3 months
  - Repair/replace signs to maintain design and safety standards within 5 days of discovery
  - Clean sign once a year
- Pest Control
  - In accordance with the Department's Integrated Pest Management Program (IPM), inspect problem areas monthly and remedy immediately upon discovery
- Vandalism and Graffiti Removal
  - Initiate repairs immediately upon discovery. Document and photograph damage as necessary
- Picnic Shelters
  - Reserved units cleaned and litter removed prior to and after each reservation
  - Minor repairs are made immediately upon discovery
  - Non-reserved units are cleaned bi-weekly, or as necessary
- Lighting Security/Area
  - Inspect quarterly
  - Repairs/bulb replacement will be completed within 72 hours of discovery
- Restrooms
  - Restrooms cleaned daily unless contracted
  - Restrooms inspected every three hours
  - Restrooms locked/unlocked daily
  - Replace waterless urinal cartridges monthly
  - Leaks dealt with immediately and were repaired within 24 hours of discovery

LEVEL THREE MAINTENANCE STANDARDS FOR PARKS

Maintenance Standards can change by season and month depending on the type of park and level of use. Standards will be calculated by time and equipment needed to develop required operation budgets.

- Turf Maintenance
  - Mowing will occur once every 10 days
  - Mowing heights
    - 2½" during cool season (day time highs consistently below 75 degrees)
  - 50% turf coverage

- Up to 50% weed coverage for existing
- Up to 20% bare area
- Safety of hazard only action

MAINTENANCE ITEMS FOR WATER PARKS

The Department shall establish and implement a maintenance program to assure safe and enjoyable water park conditions.

The Department shall establish and administer programs for all areas of the water parks. These should be maintained in good condition in conformance with the Department's minimum standards. The policies that will govern minimum standards for maintenance operations include but are not limited to:

- Customer Service
  - Safety and directional signs are properly positioned
  - Entrance is clearly visible with appropriately placed road signs to access the water park
  - Entrance is well landscaped with a "Welcome To" sign in place
  - Parking lot is clean and well maintained
  - Parking lot has designated handicapped slots
  - Area surrounding water park is neatly groomed and landscaped
  - Maintenance building is neat and clean
- Buildings and structures
  - Bathhouse and restrooms floors should be disinfected daily
  - Pool decks should be rinsed daily
  - Buildings and structures shall be maintained in good repair at all times in a fashion which is consistent with fire and safety codes and regulations.
  - Tools, supplies and equipment will be organized in an orderly fashion
  - Chemical storage shall be reported to the Department on an annual basis as part of SARA III reporting requirements. All chemicals shall be stored in a fashion consistent with local/state storage recommendations.
- Restrooms shall be checked at least hourly on a daily basis and maintained in a manner to provide clean and sanitary facilities. Soap, towels, toilet issue, etc., shall be provided in adequate quantities at all times.
- Water Park
  - Check the operation of the recirculation pump and motor daily
  - Check the operation of the disinfectant and pH chemical feeder daily
  - Check the filter operation, read the pressure gauges, and backwash, if necessary, daily
  - For all closed filters, manually release the air daily
  - Skimmer strainer baskets must be cleaned daily

    - Clean the bottom of the pool and manually skim debris from the surface daily
    - Measure and record the chlorine or bromine residual and the pH at least twice a day
- The staff shall keep true, accurate, and complete records of water park maintenance, chemical applications, and safety inspections
- Planters (All areas planted with ornamental plants, and having a definable border)
    - Planters shall be maintained free of trash and debris such as (e.g., paper, drinking cans, bottles, fallen limbs and leaves, etc.)
    - Planters shall be maintained free of weeds or grass by mechanical, manual or chemical means
    - Plant material (e.g., trees, shrubbery and ground covering) in planters shall be trimmed for protection from wind, insect damage, and appearance
    - Various planting areas throughout the facility will be cultivated, weeded, pruned, and fertilized regularly, with at least 2 replanting programs for annuals scheduled yearly
- Irrigation (All equipment required to irrigate all areas of the property)
    - Repair or replace all heads, valves, control equipment, wiring and pipe as needed to maintain the proper operation of the irrigation system on an ongoing basis
- Fences (All fences, chain links, walls, or barbed wire on or within boundaries of the property)
    - Repair all broken or damaged fencing as necessary
    - Immediately repair or replace all fences, gates and locking devices as needed for the protection of the water park
- Parking, Sidewalks and Hardscape
    - All sidewalks, patios, and concrete paths must be kept edged. Edging around valve boxes, meter boxes, backflow preventers, etc., shall be done as needed to ensure there is no obstruction of play or maintenance from growth around these areas
    - Any change in the physical characteristics of the water park or the modification of any portion of the grounds or structures, shall only be undertaken with the direct approval of the Department
    - Trash and refuse shall be collected daily and removed from the property as necessary to ensure minimal problems from refuse odors, insects, etc.
- Park Amenities and Slides
    - All slides are inspected daily for problems. Slides are waxed on a yearly basis
    - All in-park amenities are inspected daily and repaired as need
    - Sand in play areas are raked daily as it applies to play areas and volleyball areas
    - Picnic areas washed down daily and tables inspected for repairs before park opens to visitors
    - Lazy river painted and repaired yearly as needed
    - Park pool painted and striped on a yearly basis
    - All tubes are inspected weekly

DOG PARKS MAINTENANCE

- Mow park at least once a week at 3 inches
- Pick up trash daily in parking lots
- Clean restroom at least once a week
- Inspect signage on how to use the park properly
- Move dog areas every two weeks to keep areas from getting beat down
- Grade parking lot monthly or as needed
- Inspect fencing on a weekly basis
- Inspect safety lighting on a weekly basis



Child playing at Independence Day Celebration

Level of Service Standards

Current Inventory		Current LOS			Metrics				Recommended Standard			Current Needs			5-Year Forecasted Needs		
Item	City of Independence	Service Level Based on Current Population			2025 NRPA Park Metrics Median Metric by Jurisdiction Population 100,000 to 250,000			2025 Survey Needs Assessment Priority	Recommended Service Levels for Study Area			Assessment	Additional Need		Assessment	Additional Need	
PARKLAND (ACRES)																	
Pocket Parks	1.71	0.01	acres per	1,000					0.02	acres per	1,000	Need Exists	0.75	Acres	Need Exists	0.75	Acres
Neighborhood Parks	127.10	1.03	acres per	1,000				High	1.03	acres per	1,000	Meets Standard	-	Acres	Meets Standard	-	Acres
Community Parks	285.30	2.32	acres per	1,000				High	2.64	acres per	1,000	Need Exists	39.69	Acres	Need Exists	38.86	Acres
Regional Parks	346.40	2.81	acres per	1,000					2.81	acres per	1,000	Meets Standard	-	Acres	Meets Standard	-	Acres
Nature Preserves/Open Space	86.20	0.70	acres per	1,000				High	0.90	acres per	1,000	Need Exists	24.59	Acres	Need Exists	24.31	Acres
Total Developed Park Acres	**846.71**	**6.88**	**acres per**	**1,000**	**9**	**acres per**	**1,000**		**7.40**	**acres per**	**1,000**	**Need Exists**	**64.24**	**Acres**	**Need Exists**	**61.93**	**Acres**
TRAILS (MILES)																	
Paved Trails	20.10	0.16	miles per	1,000	29 miles of trails			High	0.18	miles per	1,000	Need Exists	2.06	Miles	Need Exists	2.00	Miles
Unpaved Trails	4.35	0.04	miles per	1,000				High	0.04	miles per	1,000	Need Exists	0.57	Miles	Need Exists	0.56	Miles
OUTDOOR FACILITIES																	
Shelter	18	1	site per	6,839				Medium	1	site per	7,000	Meets Standard	-	Sites	Meets Standard	-	Sites
Rectangular Fields (Football, Soccer, Multipurpose)	19	1	field per	6,479	1	field per	7,993	Low	1	field per	8,000	Meets Standard	-	Fields	Meets Standard	-	Fields
Ball Diamonds	16	1	field per	7,694	1	field per	6,821	Low	1	field per	7,000	Need Exists	2	Fields	Need Exists	2	Fields
Basketball Courts	16	1	court per	7,694	1	court per	9,742	Low	1	court per	7,694	Meets Standard	-	Courts	Meets Standard	-	Courts
Tennis Courts	20	1	court per	6,155	1	court per	8,587	Low	1	court per	7,000	Meets Standard	-	Courts	Meets Standard	-	Courts
Pickleball Courts	6	1	court per	20,517	1	court per	19,822	Medium	1	court per	20,517	Meets Standard	-	Courts	Meets Standard	-	Courts
Playgrounds	26	1	site per	4,735	1	site per	5,000	Medium	1	site per	4,735	Meets Standard	-	Sites	Meets Standard	-	Sites
Dog Park	2	1	site per	61,551	1	site per	76,509	Medium	1	site per	61,551	Meets Standard	-	Sites	Meets Standard	-	Sites
Skateboard Park	2	1	site per	61,551	1	site per	109,934	Low	1	site per	61,551	Meets Standard	-	Sites	Meets Standard	-	Sites
Splash Pad	2	1	site per	61,551	1	site per	61,418	High	1	site per	61,551	Meets Standard	-	Sites	Meets Standard	-	Sites
Outdoor Pool	-	1	site per	-	1	site per	59,897	High	1	site per	60,000	Need Exists	2	Sites	Need Exists	2	Sites
INDOOR RECREATION SPACE (SQ. FT.)																	
Indoor Recreation/Community Space	127,786	1.04	SF per	person	1	site per	Community Center - 58,027 Recreation Center - 57,200	High	1.50	SF per	person	Need Exists	56,867	Sq. Ft.	Need Exists	56,398	Sq. Ft.
Indoor Special Use Facilities	253,292	2.06	SF per	person					2.30	SF per	person	Need Exists	29,843	Sq. Ft.	Need Exists	29,123	Sq. Ft.
Indoor Aquatic Space	-	-	SF per	person	1	site per	Aquatic Center - 109,454	High	0.50	SF per	person	Need Exists	61,551	Sq. Ft.	Need Exists	61,395	Sq. Ft.

2025 Estimated Population	**123,102**
2030 Estimated Population	**122,789**

TABLE 30 LEVEL OF SERVICE STANDARDS

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Child playing at Glendale Park

INDEPENDENCE
MISSOURI

BILL NO. 26-716

RESOLUTION NO. 7208

A RESOLUTION ADOPTING THE 2026 PARKS AND RECREATION MASTER PLAN

WHEREAS, Independence Parks and Recreation programs and facilities are a cornerstone of a thriving community, vital to improving the quality of life for Independence residents and visitors by providing physical and mental health benefits, social connections, economic vitality, and environmental sustainability, enhancing daily life in immeasurable and lasting ways; and,

WHEREAS, the last Master Plan completed for the Parks and Recreation Department was in 2010 and no longer adequately addresses existing and future facility needs, sports tourism opportunities, appropriate levels of service, and other current parks and recreation challenges; and,

WHEREAS, the 2023 City of Independence Resident Survey conducted by ETC Institute indicates that 66% of Independence residents cited availability of parks and recreation opportunities as an important factor in their decision to live in Independence; and resident satisfaction with City Parks and Recreation programs and facilities has steadily fallen since 2013; and,

WHEREAS, the 2023 City of Independence Resident Survey conducted by ETC Institute recommends focusing on investment in City Parks and Recreation programs and facilities to raise the City's overall satisfaction rating; and,

WHEREAS, in January 2025 the Parks and Recreation Department retained the services of Pros Consulting for the development of the 2026 Parks and Recreation Master Plan; and,

WHEREAS, the scope of services included current and future community profile demographics; current recreation trends; statistically-valid, public, and youth surveys; a detailed park, green space, and facility inventory; a recreation programming analysis; financial analysis; levels of service; and development of a strategic action plan.

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

SECTION 1. The City Council of the City of Independence does adopt the 2026 Parks and Recreation Master Plan.

SECTION 2. The City Council of the City of Independence commends the Parks and Recreation staff for their many hours and hard work put into producing the 2026 Parks and Recreation Master Plan.

SECTION 3. The City Council of the City of Independence commends the members of the public who attended focus group interviews and completed surveys to give valuable feedback that helped shape the 2026 Parks and Recreation Master Plan.

SECTION 4. The City Council directs the City Manager to begin work to implement the recommendations of this adopted 2026 Parks and Recreation Master Plan, using it as a

reference tool to evaluate staffing and projects to be pursued, developed, and constructed.

PASSED THIS 8th 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:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-717 A resolution authorizing the Interim City Manager to submit the Missouri Department of Transportation State Transit Assistance Program application for FY 2027 and to execute an agreement with the Missouri Highways and Transportation Commission for the Public Transit Operating Assistance Grant for the period July 1, 2026, through June 30, 2027. **Approved Res. No. 7209**

Recommendations:

Council approval is recommended.

Background:

Transit operating assistance from the Missouri Highways and Transportation Commission is a program offered to cities and agencies providing public transit service in their respective service areas. This resolution would authorize the Interim City Manager to submit the State Transit Assistance Program application for FY 2027 and execute any agreement necessary to receive funding.

The City has received these funds for several years, with the annual allocation dependent on the level of State funding available. Historically, the amount awarded through this program has ranged from $11,000 to $115,000, with approximately $63,000 received last year.

Emergency Justification:

Fiscal Impact:

The funding received from the State of Missouri will offset any transit-related costs.

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. CD.Transit Assistance Resolution FY 2027
2. COI MoDOT Transit Assistance Program FY 2027 Application
3. Res. No. 7209

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT THE MISSOURI DEPARTMENT OF TRANSPORTATION STATE TRANSIT ASSISTANCE PROGRAM APPLICATION FOR FY 2027 AND TO EXECUTE AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE PUBLIC TRANSIT OPERATING ASSISTANCE GRANT FOR THE PERIOD JULY 1, 2026, THROUGH JUNE 30, 2027.

WHEREAS, the transit operating assistance from the Missouri Highways and Transportation Commission is a program offered to cities and agencies providing public transit service in their respective service areas; and

WHEREAS, the program requires the submittal of an application and ultimately the execution of an agreement.

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

SECTION 1. That the Interim City Manager of the City of Independence, Missouri, shall be and is hereby authorized to submit the Missouri Department of Transportation State Transit Assistance Program application for FY 2027 and to execute in the name and on behalf of said City a certain agreement with the Missouri Highways and Transportation Commission providing for public transit assistance for the purpose of supporting public transit service for the period of July 1, 2026 through June 30, 2027, to be reimbursed to the City of Independence, Missouri for the operation of IRIS micro-transit service.

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

Application

Missouri State Transit Assistance Program
FY2027
July 1, 2026 through June 30, 2027
For Public Transportation Only

DUE April 1, 2026

Agency Legal Name: City of Independence

DBA (if applicable): _____

Street Address: 20201 E Jackson Drive

Mailing Address: 20201 E Jackson Drive

City: Independence State: MO Zip + 4 Code: 64057

Grant Contact Person - Name: Tom Scannell

Grant Contact Person – Email: tscannell@indepmo.org

Grant Contact Person – Work Phone: 816-325-7830

Grant Contact Person – Alt Phone: _____

Eligibility Criteria: (Check All That Apply):

(If operating both urbanized and rural transit service, submit separate applications)

☒	A City
☐	A City Transit Authority
☐	A City Utilities Board
☐	An Interstate Transit Authority (as defined in 94.600 RSMo)
☐	An Intrastate Transportation Authority
☐	A recipient / direct recipient of FTA Sec. 5307 urbanized formula funds
☐	A sub-recipient of FTA Section 5311 non-urbanized formula funds

Total transportation operating costs for **Public Transportation Services.** If your agency applies for **MEHTAP funding do not include** information for Seniors or Individuals with Disabilities.

Calendar Year	**2023**	**2024**	**2025**
Transit Operating Costs for Public Transportation Service.	1768061	1928039	1916397
Annual Passenger Ridership in Missouri (unlinked Trips for calendar years)	257535	266256	147163
Service Area Population	123011	123011	123011
Amount of Annual Local Effort or Tax Support for Transit	1363061	1270568	1313000

Requested Amount: 600,000

Attach agency transportation related budget for the state fiscal year supporting requested amount.

Description of local financial effort or local tax support for applicants' public transit service:

The local support for transportation come from the City's General Fund.

Agency's Missouri Transit Service Area Population: Urbanized: 123011 Rural:

Description of Calendar Year 2025 Public Transit Service in Missouri

Days of Transit Operation:	Monday thru Saturday
Weekday Hours of Operation:	6 am to 6 pm
Saturday Hours of Operation:	6 am to 6 pm
Sunday Hours of Operation:	N/A

Applicant Agency Authorized Signature:	Date:
	3-18-26

Please submit authorizing resolution or city ordinance.

(Version February 2026)

BILL NO. 26-717

RESOLUTION NO. 7209

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO SUBMIT THE MISSOURI DEPARTMENT OF TRANSPORTATION STATE TRANSIT ASSISTANCE PROGRAM APPLICATION FOR FY 2027 AND TO EXECUTE AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE PUBLIC TRANSIT OPERATING ASSISTANCE GRANT FOR THE PERIOD JULY 1, 2026, THROUGH JUNE 30, 2027.

WHEREAS, the transit operating assistance from the Missouri Highways and Transportation Commission is a program offered to cities and agencies providing public transit service in their respective service areas; and

WHEREAS, the program requires the submittal of an application and ultimately the execution of an agreement.

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

SECTION 1. That the Interim City Manager of the City of Independence, Missouri, shall be and is hereby authorized to submit the Missouri Department of Transportation State Transit Assistance Program application for FY 2027 and to execute in the name and on behalf of said City a certain agreement with the Missouri Highways and Transportation Commission providing for public transit assistance for the purpose of supporting public transit service for the period of July 1, 2026 through June 30, 2027, to be reimbursed to the City of Independence, Missouri for the operation of IRIS micro-transit service.

PASSED THIS 8th 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:

Susanne Howard
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

THE CITY OF INDEPENDENCE MISSOURI

REVIEWED BY:



Interim City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-020 **2R** An ordinance amending Chapter 12 of the Code of Ordinances of the City of Independence, Missouri, by adding a new article prohibiting the sale of certain intoxicating Kratom derivatives and restricting the sale of Kratom products to persons twenty-one years of age or older. *(Sponsored by Mayor Rowland)* **2R** **Item passes 7-0 Ord. No. 19796**

Recommendations:

Council approval is recommended.

Background:

The market has recently seen an emergence of chemically processed products containing high concentrations of isolated alkaloids, specifically 7-Hydroxymitragynine (7-OH) and Pseudoindoxyl, which are distinct from the natural plant and produce potent psychoactive and intoxicating effects similar to opioids. These specific "intoxicating derivatives" pose significant health and public safety concerns distinct from traditional Kratom use.

Therefore, it is necessary to protect public health by prohibiting the sale of these specific intoxicating derivatives entirely, while simultaneously restricting access to standard Kratom products to adults twenty-one (21) years of age or older.

This ordinance, sponsored by Mayor Rowland, was discussed at the City Council Study Session held on February 9, 2026.

Emergency Justification:

Fiscal Impact:

There is no fiscal impact.

Council Action:

Department / Contact Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Kratom Ordinance 2-18-26
2. Kratom Ordinance 2-18-26
3. Ord. No. 19796

Introduced by Mayor Rowland
3/2/26

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES OF THE CITY OF INDEPENDENCE, MISSOURI, BY ADDING A NEW ARTICLE PROHIBITING THE SALE OF CERTAIN INTOXICATING KRATOM DERIVATIVES AND RESTRICTING THE SALE OF KRATOM PRODUCTS TO PERSONS TWENTY-ONE YEARS OF AGE OR OLDER

WHEREAS, the plant *Mitragyna speciosa*, commonly known as Kratom, has been traditionally used for various purposes; and,

WHEREAS, the market has recently seen an emergence of chemically processed products containing high concentrations of isolated alkaloids, specifically 7-Hydroxymitragynine (7-OH) and Pseudoindoxyl, which are distinct from the natural plant and produce potent psychoactive and intoxicating effects similar to opioids; and,

WHEREAS, these specific "intoxicating derivatives" pose significant health and public safety concerns distinct from traditional Kratom use; and,

WHEREAS, the City Council determines it necessary to protect public health by prohibiting the sale of these specific intoxicating derivatives entirely, while simultaneously restricting access to standard Kratom products to adults twenty-one (21) years of age or older.

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

Section 1. That Chapter 12, Offenses and Penalties, of the Code of Ordinances, City of Independence, Missouri, is hereby amended by adding a new Article, to read as follows:

ARTICLE 10. KRATOM REGULATIONS

Section 12.10.010 Definitions. For the purposes of this Article, the following words and phrases shall have the meanings defined below:

1. **"Prohibited Kratom Derivative"** means any product containing alkaloids derived from the plant *Mitragyna speciosa* (Kratom) that have been isolated, extracted, or chemically modified to produce a potent intoxicating effect, specifically including:
    a) 7-Hydroxymitragynine (7-OH) in concentrations exceeding that found naturally in the raw plant material;
    b) Pseudoindoxyl;

c) Any synthetic isomer or derivative of Mitragynine intended to produce psychoactive effects.

2. **"Kratom Product"** means any product, including food, beverages, or dietary supplements, containing any part of the leaf of the plant *Mitragyna speciosa* or an extract thereof, provided it does not contain a "Prohibited Kratom Derivative" as defined above.

3. **"Person"** means any individual, corporation, partnership, Limited Liability Company, or other business entity.

4. **"Sell" or "Sale"** means to transfer, give, exchange, or barter for any consideration.

Section 12.10.020 Ban on Sale of Prohibited Kratom Derivatives. It shall be unlawful for any person, retailer, or business entity to sell, provide, distribute, or offer for sale any Prohibited Kratom Derivative within the corporate boundaries of the City. This prohibition applies to sales to persons of any age.

Section 12.10.030 Sale of Kratom Products to Persons Under 21 Prohibited. It shall be unlawful for any person, retailer, or business entity to sell, provide, or distribute any Kratom Product to any person under the age of twenty-one (21) years.

Section 12.10.040 Proof of Age Required for Kratom Products. It shall be a specific requirement of this Article that any person selling Kratom Products must verify the age of the purchaser by inspecting a valid government-issued photo identification card containing the bearer's date of birth.

Section 12.10.050 Possession of Prohibited Kratom Derivatives. It shall be unlawful for any person to possess any Prohibited Kratom Derivative within the corporate boundaries of the City.

Section 12.10.060 Purchase or Possession of Kratom Products by Persons Under 21. It shall be unlawful for any person under the age of twenty-one (21) years to purchase, attempt to purchase, or possess any Kratom Product within the corporate boundaries of the City.

Section 12.10.070 Penalty. Any person or entity violating any provision of this Article shall be deemed guilty of an ordinance violation and, upon conviction thereof, shall be punished as provided in City Code Section 12.08.001, which allows for a fine of up to $500.00 and incarceration for a term not to exceed six months. Each separate sale or violation shall constitute a separate offense.

Section 12.10.080 Business Licenses. For any Person who holds or applies for a business license pursuant to Chapter 5 of the City Code and is found to have violated any provision of this Article, said business license shall be subject to denial, suspension, or revocation, pursuant to City Code Section 5.01.023.

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 MARCH 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

Introduced by Mayor Rowland
3/2/26

BILL NO. _____

ORDINANCE NO. _____

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WHEREAS, the plant *Mitragyna speciosa*, commonly known as Kratom, has been traditionally used for various purposes; and,

WHEREAS, the market has recently seen an emergence of chemically processed products containing high concentrations of isolated alkaloids, specifically 7-Hydroxymitragynine (7-OH) and Pseudoindoxyl, which are distinct from the natural plant and produce potent psychoactive and intoxicating effects similar to opioids; and,

WHEREAS, these specific "intoxicating derivatives" pose significant health and public safety concerns distinct from traditional Kratom use; and,

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c) Any synthetic isomer or derivative of Mitragynine intended to produce psychoactive effects.

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Section 12.10.070 Penalty. Any person or entity violating any provision of this Article shall be deemed guilty of an ordinance violation and, upon conviction thereof, shall be punished as provided in City Code Section 12.08.001, which allows for a fine of up to $500.00 and incarceration for a term not to exceed six months. Each separate sale or violation shall constitute a separate offense.

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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 MARCH 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

Introduced by Mayor Rowland
3/2/26

BILL NO. 26-020

ORDINANCE NO. 19796

AN ORDINANCE AMENDING CHAPTER 12 OF THE CODE OF ORDINANCES OF THE CITY OF INDEPENDENCE, MISSOURI, BY ADDING A NEW ARTICLE PROHIBITING THE SALE OF CERTAIN INTOXICATING KRATOM DERIVATIVES AND RESTRICTING THE SALE OF KRATOM PRODUCTS TO PERSONS TWENTY-ONE YEARS OF AGE OR OLDER

WHEREAS, the plant *Mitragyna speciosa*, commonly known as Kratom, has been traditionally used for various purposes; and,

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WHEREAS, these specific "intoxicating derivatives" pose significant health and public safety concerns distinct from traditional Kratom use; and,

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Section 1. That Chapter 12, Offenses and Penalties, of the Code of Ordinances, City of Independence, Missouri, is hereby amended by adding a new Article, to read as follows:

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Section 12.10.010 Definitions. For the purposes of this Article, the following words and phrases shall have the meanings defined below:

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    a) 7-Hydroxymitragynine (7-OH) in concentrations exceeding that found naturally in the raw plant material;
    b) Pseudoindoxyl;

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Section 12.10.070 Penalty. Any person or entity violating any provision of this Article shall be deemed guilty of an ordinance violation and, upon conviction thereof, shall be punished as provided in City Code Section 12.08.001, which allows for a fine of up to $500.00 and incarceration for a term not to exceed six months. Each separate sale or violation shall constitute a separate offense.

Section 12.10.080 Business Licenses. For any Person who holds or applies for a business license pursuant to Chapter 5 of the City Code and is found to have violated any provision of this Article, said business license shall be subject to denial, suspension, or revocation, pursuant to City Code Section 5.01.023.

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 8th DAY OF ~~MARCH~~ 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:

26-025 **2R** An Ordinance finding, determining, and declaring the necessity of acquiring General Utility Easements for the 39th Street & Independence Center Signal Design portion of the Traffic System Improvements Project (Project No. 112602); 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** **Item passes 7-0 Ord. No. 19797**

Recommendations:

Council approval is recommended.

Background:

This project will make improvements to the pedestrian and ADA accessibility at the intersection of 39th Street and Independence Center Access Drive, and replace aged signal structures at this location.

This is a budgeted capital project.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is estimated at approximately $5,000. Funding for the Traffic System Improvements Project (No. 112602) is included in the Fiscal Year 2025-2026 adopted budget, on page 245, in account number 112602-C-0517051-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover

Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. 39th Street & Independence Center Signal Design Easement Ordinance
2. Project Location - 39th & Independence Center
3. Ord. No. 19797

BILL NO._____

ORDINANCE NO._____

AN ORDINANCE FINDING, DETERMINING, AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS FOR THE 39th STREET & INDEPENDENCE CENTER SIGNAL DESIGN PORTION OF THE TRAFFIC SYSTEM IMPROVEMENTS PROJECT (PROJECT NO. 112602); 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 general utility easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the 39th Street & Independence Center Signal Design portion of the Traffic System Improvements Project (No.112602), 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 39th Street & Independence Center Signal Design portion of the Traffic System Improvements Project (No. 112602) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings general utility easements 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

A General Utility Easement, being part of Tract “D” of the Plat of Survey recorded in book 8, page 49 of the Jackson County Records and being located in part of the Northeast Quarter of

Section 20, Township 49 North, Range 31 West in the City of Independence, Jackson County, Missouri, being more particularly described as follows:

Commencing at the southeast corner of said Tract "D", and being a point on the north right-of-way line of 39th Street, as now established, thence along said north right-of-way line, North 87°50'16" West, 25.00 feet; thence leaving said north right-of-way line, North 47°09'44" East, 35.36 feet, to a point on the east line of said Tract "D"; thence along said east line, South 02°09'44" West, 25.00 feet, to the Point of Beginning and contains 313 square feet, more or less.

Tract 2:

A General Utility Easement, being part of Lot 5, INDEPENDENCE CENTER, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded Plat thereof, being more particularly described as follows: Beginning at the northeast corner of said Lot 5; thence along the east line of said Lot 5, South 02°10'41" West, 25.00 feet; thence leaving said east line, North 42°49'47" West, 35.35 feet, to a point on the south right-of-way line of 39th Street, as now established; thence along said south right-of-way line, South 87°50'16" East, 25.00 feet, to the Point of Beginning and contains 313 square feet, more or less.

Tract 3:

A General Utility Easement, being part of Lot 6B, of the Replat of Lot 6, INDEPENDENCE CENTER, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described as follows: Beginning at the northeast corner of said Lot 6B; thence along the east line of said Lot 6B, South 02°10'41" West, 20.00 feet; thence leaving said east line, North 87°50'16" West, 70.00 feet, to a point on the westerly line of said Lot 6B; thence along said westerly line, North 02°10'41" East, 20.00 feet, to a point on the south right-of-way line of 39th Street, as now established; thence along said south right-of-way line, South 87°50'16" East, 70.00 feet, to the Point of Beginning and contains 1,400 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 general utility easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction and grading easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements 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 general utility 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

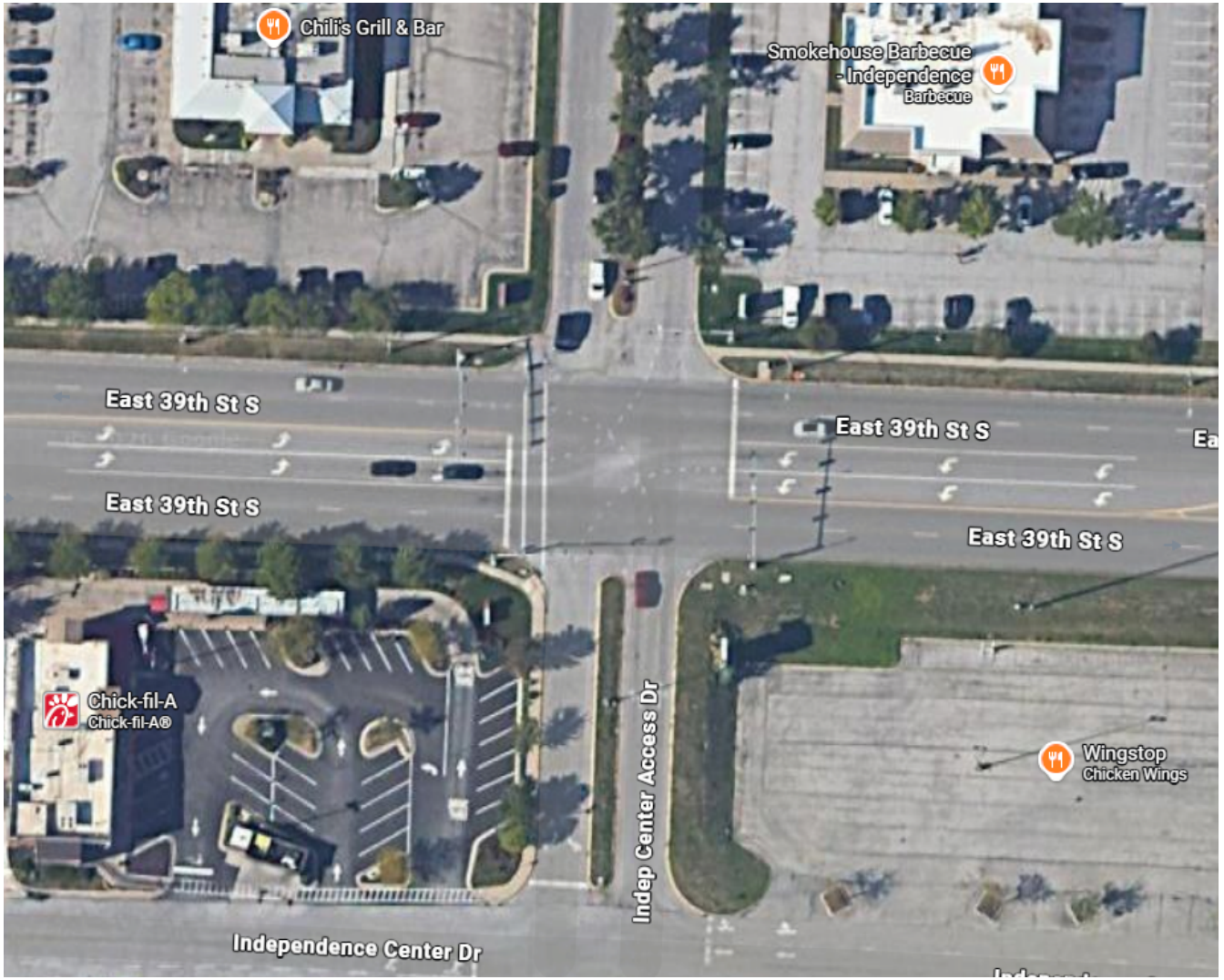
APPROVED – FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

Project Location:
39th Street & Independence Center Access Drive Signal Design
Project No. 112602



BILL NO. 26-025

ORDINANCE NO. 19797

AN ORDINANCE FINDING, DETERMINING, AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS FOR THE 39th STREET & INDEPENDENCE CENTER SIGNAL DESIGN PORTION OF THE TRAFFIC SYSTEM IMPROVEMENTS PROJECT (PROJECT NO. 112602); 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 general utility easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the 39th Street & Independence Center Signal Design portion of the Traffic System Improvements Project (No.112602), 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 39th Street & Independence Center Signal Design portion of the Traffic System Improvements Project (No. 112602) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings general utility easements 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:

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Tract 2:

A General Utility Easement, being part of Lot 5, INDEPENDENCE CENTER, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded Plat thereof, being more particularly described as follows: Beginning at the northeast corner of said Lot 5; thence along the east line of said Lot 5, South 02°10'41" West, 25.00 feet; thence leaving said east line, North 42°49'47" West, 35.35 feet, to a point on the south right-of-way line of 39th Street, as now established; thence along said south right-of-way line, South 87°50'16" East, 25.00 feet, to the Point of Beginning and contains 313 square feet, more or less.

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A General Utility Easement, being part of Lot 6B, of the Replat of Lot 6, INDEPENDENCE CENTER, a subdivision in the City of Independence, Jackson County, Missouri, according to the recorded plat thereof, being more particularly described as follows: Beginning at the northeast corner of said Lot 6B; thence along the east line of said Lot 6B, South 02°10'41" West, 20.00 feet; thence leaving said east line, North 87°50'16" West, 70.00 feet, to a point on the westerly line of said Lot 6B; thence along said westerly line, North 02°10'41" East, 20.00 feet, to a point on the south right-of-way line of 39th Street, as now established; thence along said south right-of-way line, South 87°50'16" East, 70.00 feet, to the Point of Beginning and contains 1,400 square feet, more or less.

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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 general utility easements all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS 8th 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 – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-026 **1R** 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. **1R**

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 ends 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 the City will receive an estimated $800,000 in CDBG program funds and $400,000 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 – $160,000.00 (Cost Center 6601) (Maximum 20% of allocation)
2. Housing - Property Maintenance Code Compliance – $195,000.00 (Account 6604.5226.102)
3. Minor Home Repair – $339,919.03 (Account 6604-5226-602)
4. Public Services (social services and assistance programs) – $120,000.00 (Maximum 15% of allocation) (Cost Center 6603.5226)

HOME
1. Program Administration – $40,000.00 (Cost Center 6802) (Maximum 10% of allocation)
2. Community Housing Development Organization (CHDO) – $60,000.00 (Account 6805.5406.700)
3. CHDO Operating Funds – $20,000.00 (Account 6805.5226.700) (Maximum 5% of allocation)
4. Single & Multi-Family Housing Projects – $280,000.00 (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. Ordinance -Word
2. Ordinance
3. 2026-2030 Consolidated Plan & 2026-27 AAP_Draft_Redacted
4. 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 $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,

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	$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.

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. _____

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.

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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,

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	$160,000.00
Housing - Code Compliance	$195,000.00
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Public Services	$120,000.00
Total	$814,919.03

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

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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

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

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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

Mr. Tom Scannell
City of Independence Community Development Director
111 E. Maple Ave.
Independence, MO, 64050
Phone: 816.325.7830
Email: cdbg@indepmo.org

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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.

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

DRAFT

Alternate Data Source Name:

2017-2021 CHAS

Data Source Comments:

DRAFT

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

DRAFT

	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:

DRAFT

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

DRAFT

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.

DRAFT

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

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.

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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

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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.

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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.

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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:

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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

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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:

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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 (HMIS #913), Hillcrest Jackson (#984), Community Services League Rapid Rehousing (HMIS #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.

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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.

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.

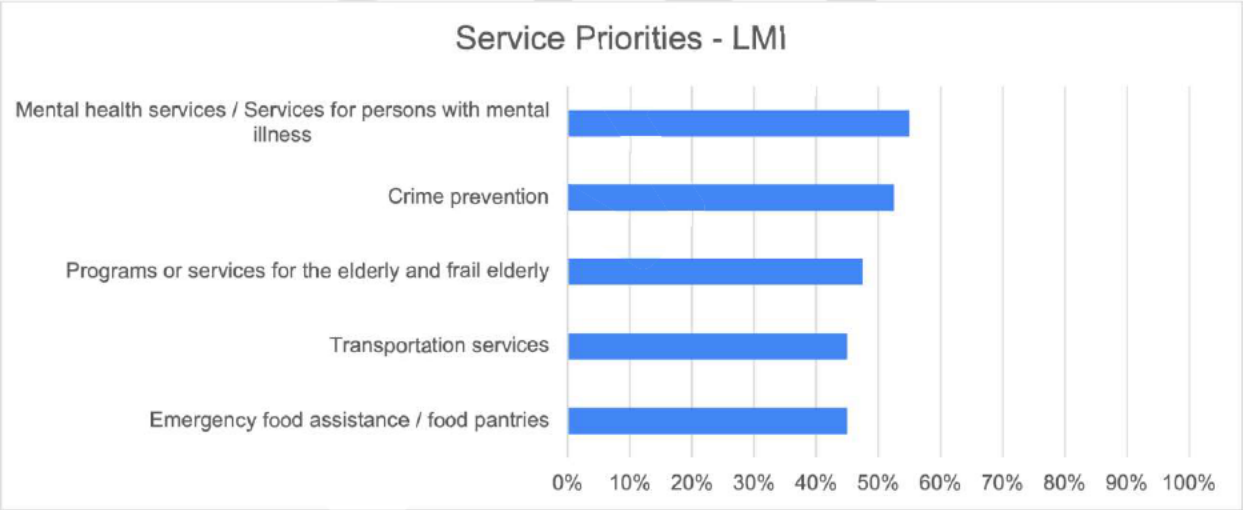
Childcare services were identified as a key workforce barrier as well as preschool, afterschool, and summer programs for youth. Childcare should be co-located with training programs.

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%***

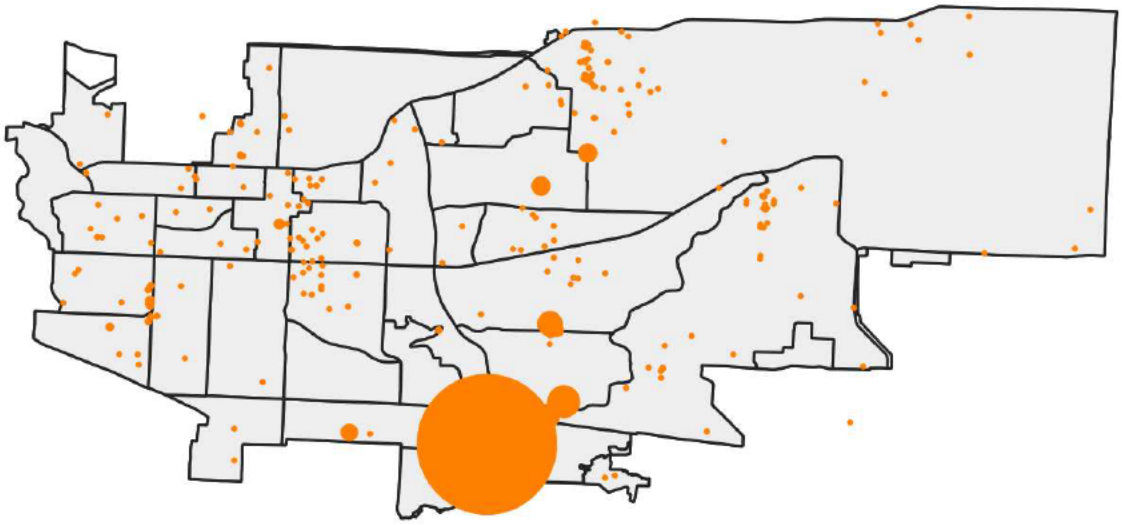
Table 28 – Unit Size by Tenure

Alternate Data Source Name:

2019-2023 American Community Survey

Data Source Comments:

DRAFT



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%***

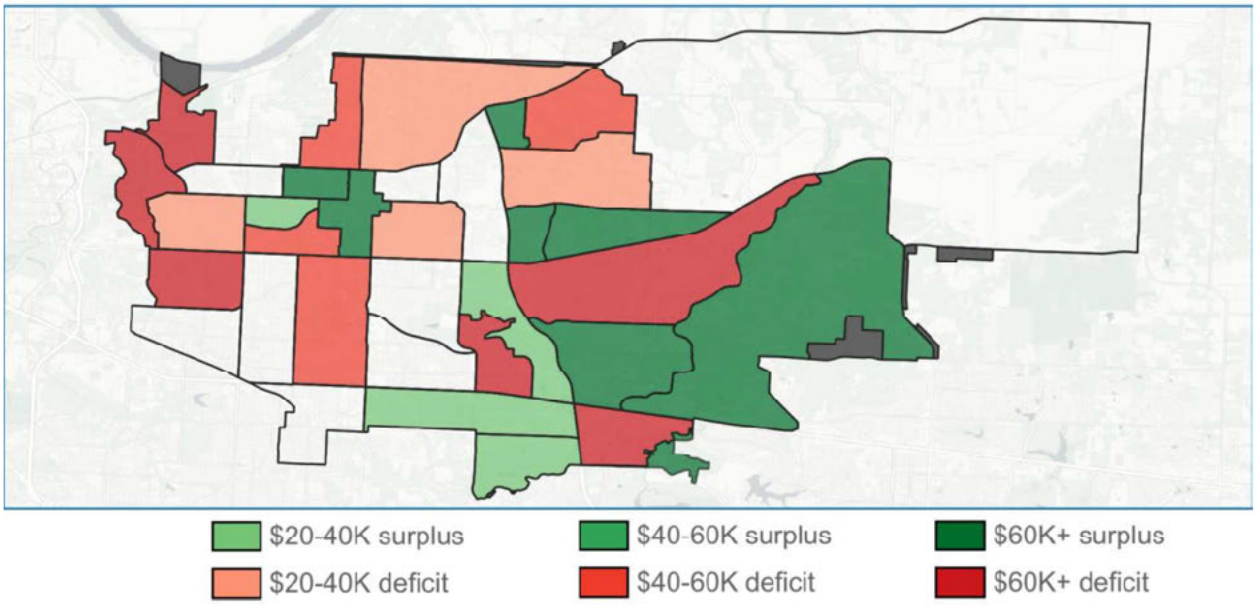
Table 30 - Rent Paid

Alternate Data Source Name:

2019-2023 American Community Survey

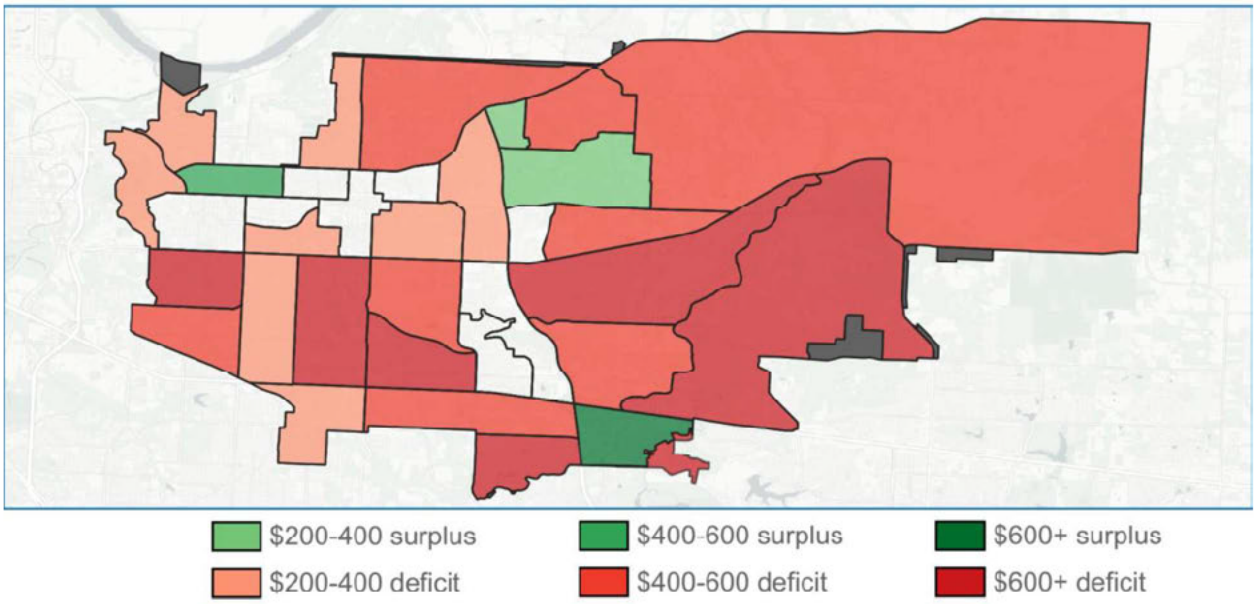
Data Source Comments:

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

DRAFT

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:

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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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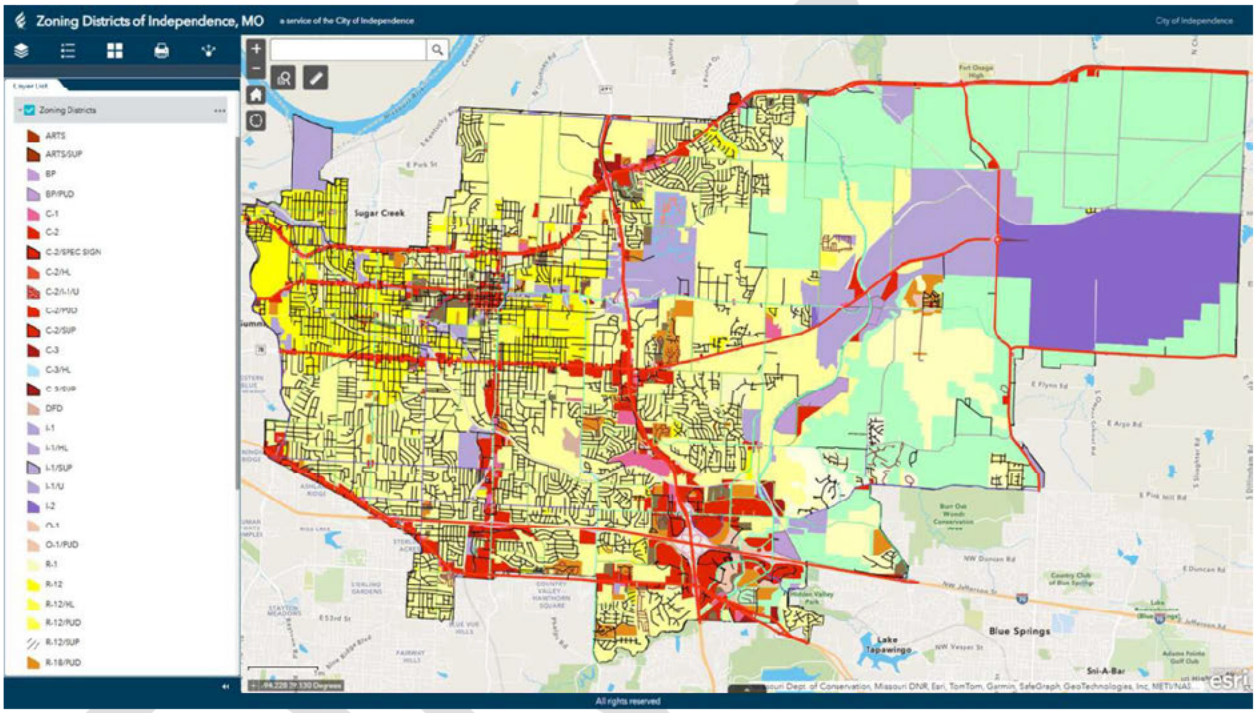
example, redevelopment in historic districts or commercial corridors may favor higher-end units or market-rate housing over affordable or workforce housing.

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.

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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

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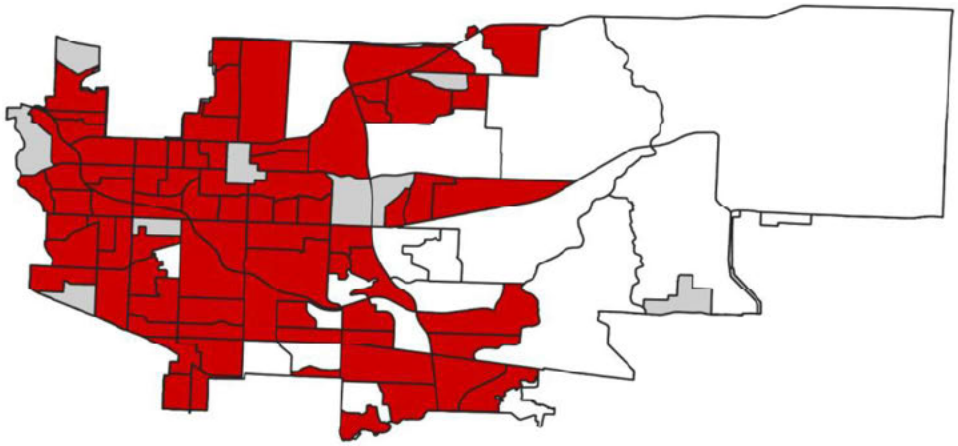
development investments throughout the city as required, subject to funding limitations and CDBG program requirements. Public service activities are eligible to all low- and moderate-income residents served through partnerships with non-profit organizations. Housing related activities are expended throughout 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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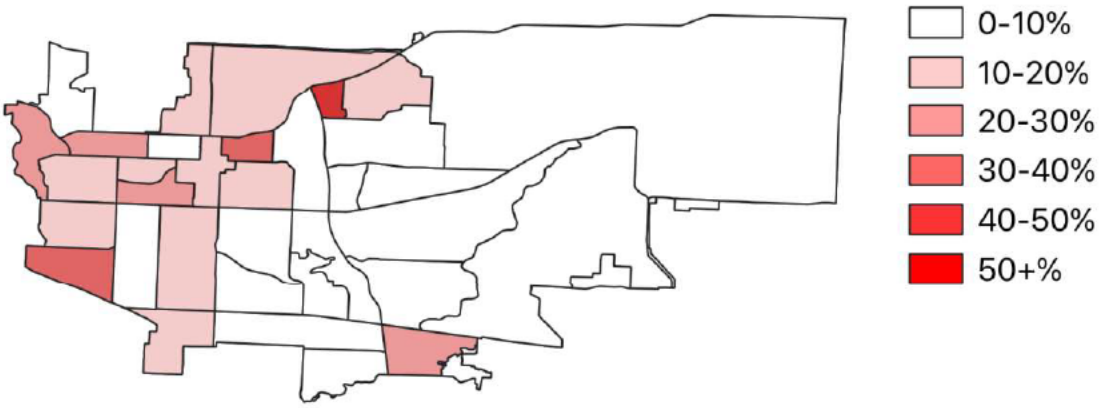
How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

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.

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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.

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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.

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	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.

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	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

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CITIZEN PARTICIPATION

Column

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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

Online survey: https://bit.ly/IndependenceHousingSurvey

Scan for Online Survey

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 Marksth	
online 03	Marikate Sears	Truman
online 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
MISSOURI
A GREAT AMERICAN STORY

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.)				
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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.)				
6.)				
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10.)				

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.

THE EXAMINER

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

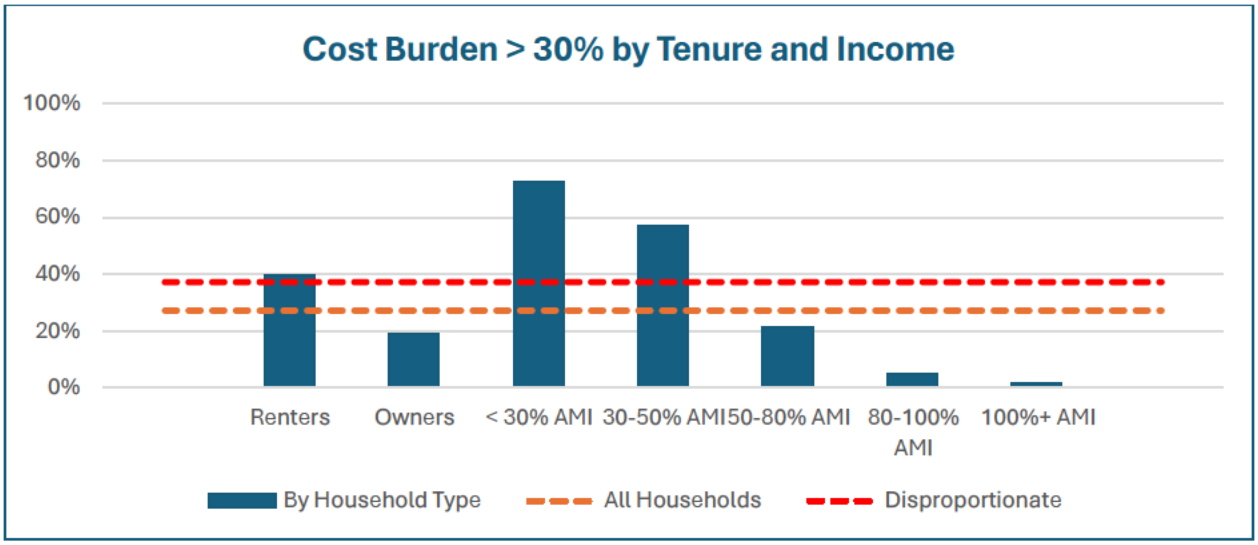
Table 6: Household Problems (Any) by Age

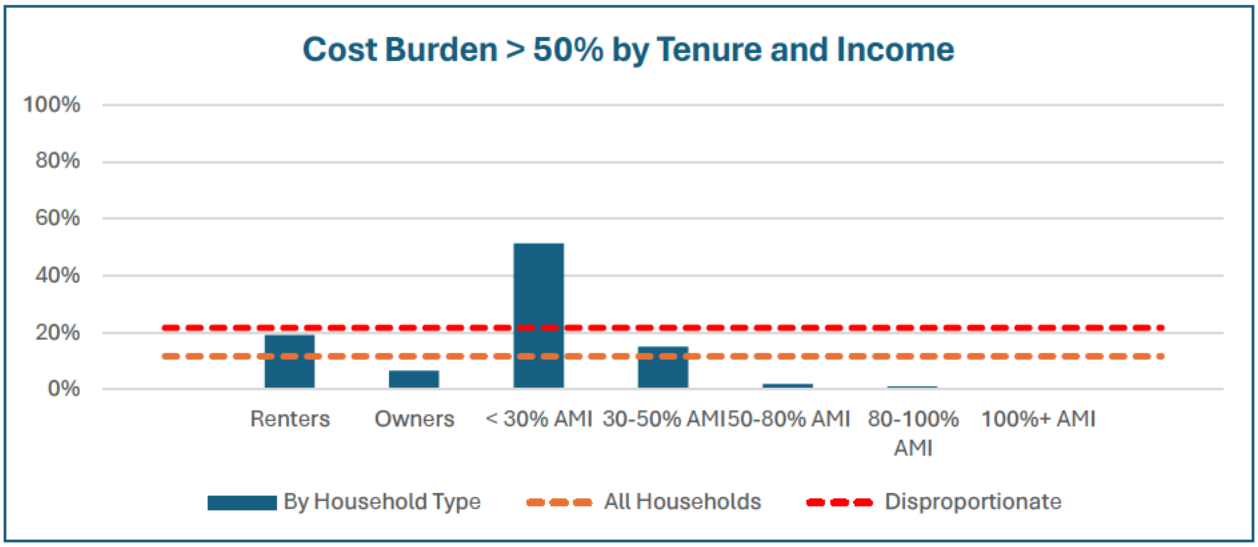
	Elderly	Frail Elderly	No Elderly	All
Housing Problems	3,255	2,115	9,965	15,335

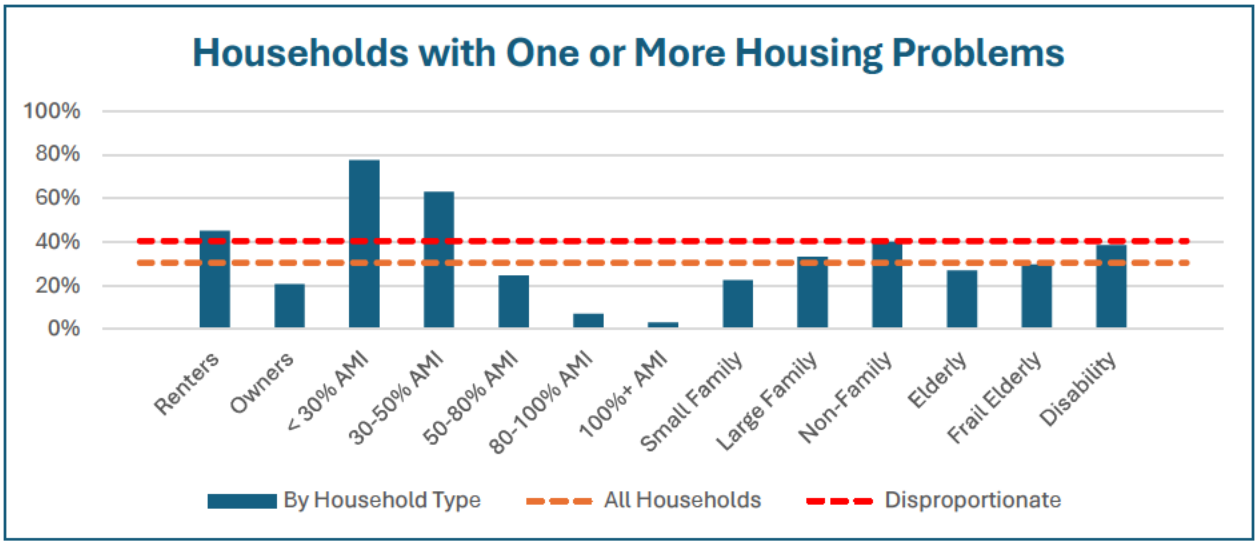
Note: the above table indicates households with one or more elderly members, one or more frail elderly members, or households with no elderly members.

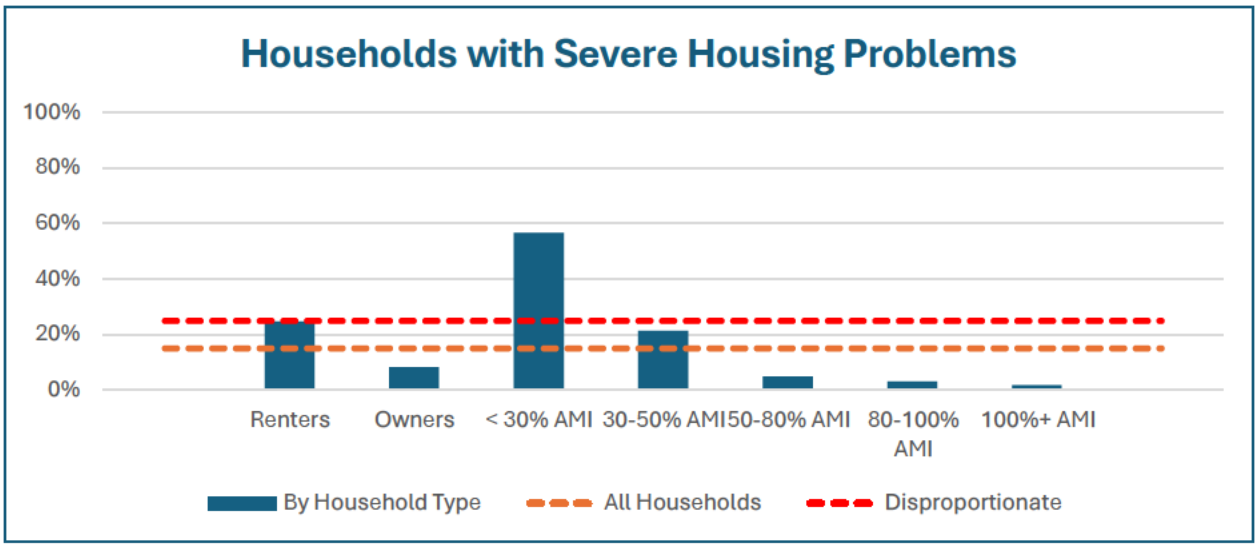
Table 7: Housing Problems (Any) by Disability Status

	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

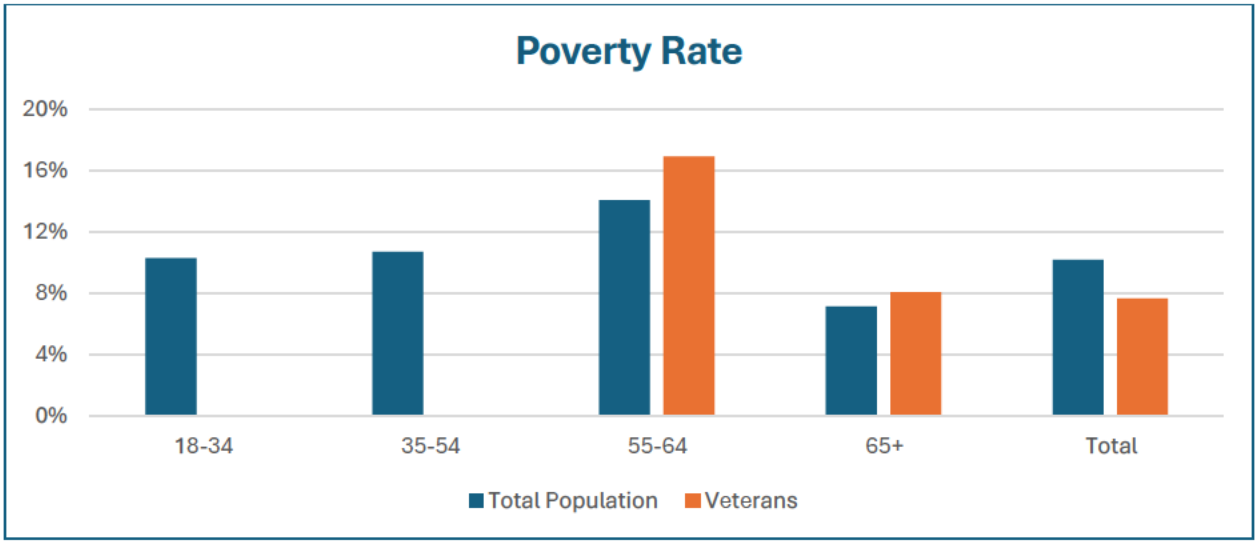
Name	# Units	Population
Canterbury Court Apartments	4	
Fairmount Plaza Apartments	57	Elderly
Grandview Estates 542c Risk Share	32	Family
Hawthorne Place	745	Family
Hawthorne Place Apartments	743	
Heritage House	166	Elderly
Independent Residential Services	13	Disabled
Maple Avenue Apartments	64	
Maple 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

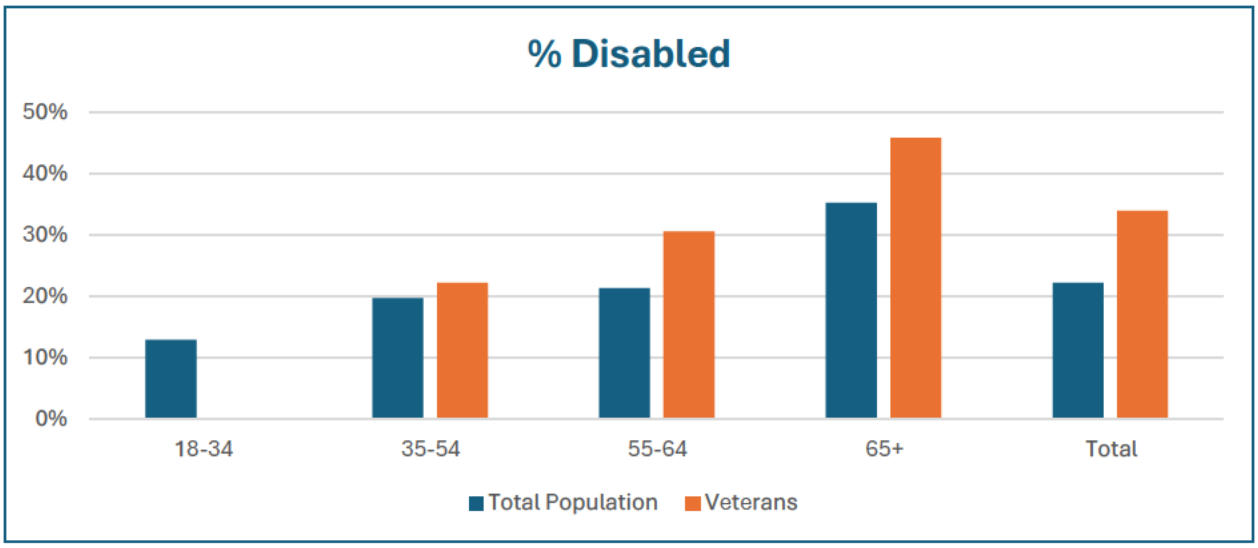
Special Neighbors	12	Disabled
Sterling Creek Apartments	48	
Sterling Plaza	54	Elderly
Sunrise House Apartment	18	Disabled
Walnut Duplex	2	

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

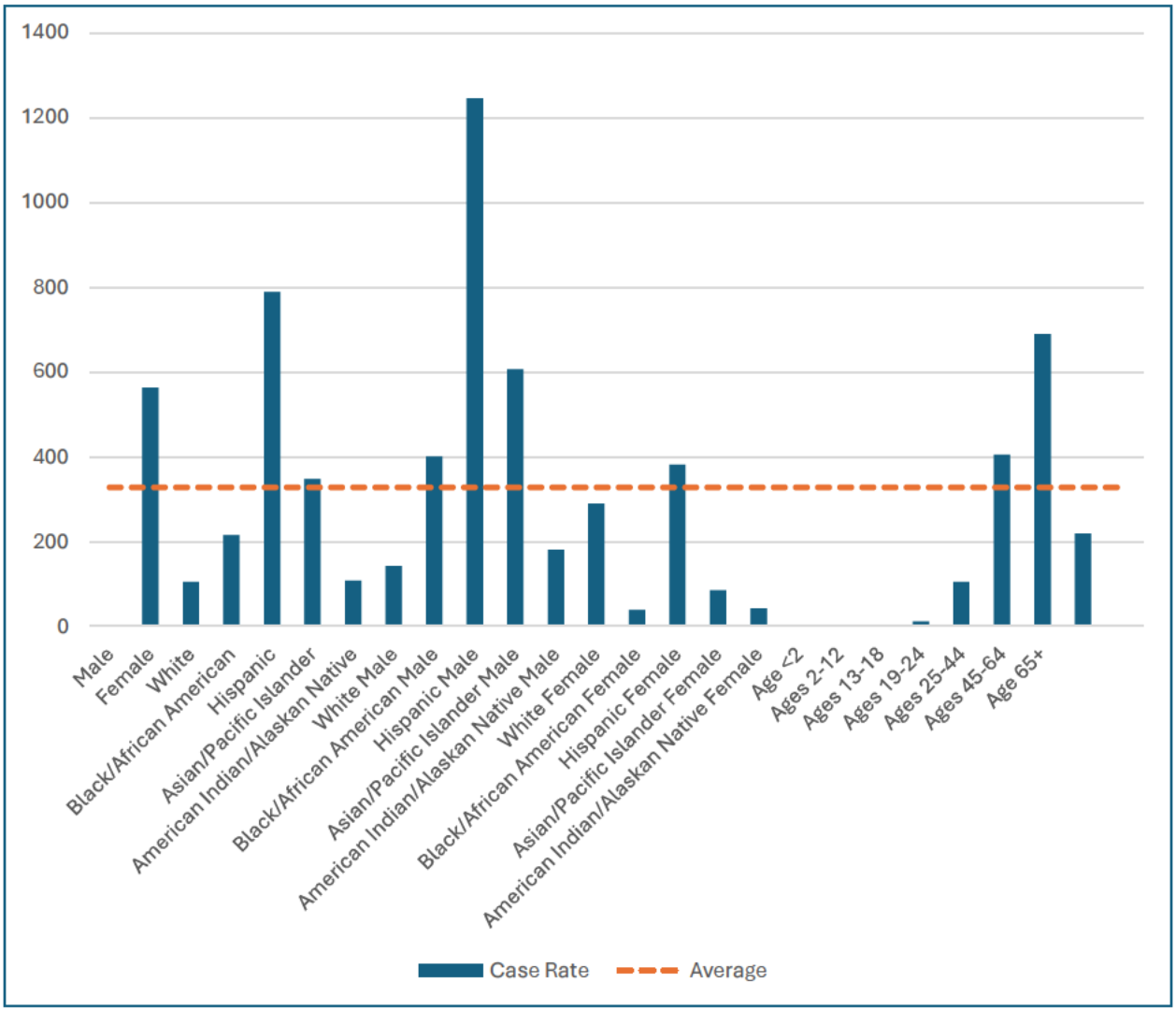



% Disabled
50%
40%
30%
20%
10%
0%
18-34
35-54
55-64
65+
Total
Total Population
Veterans

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.

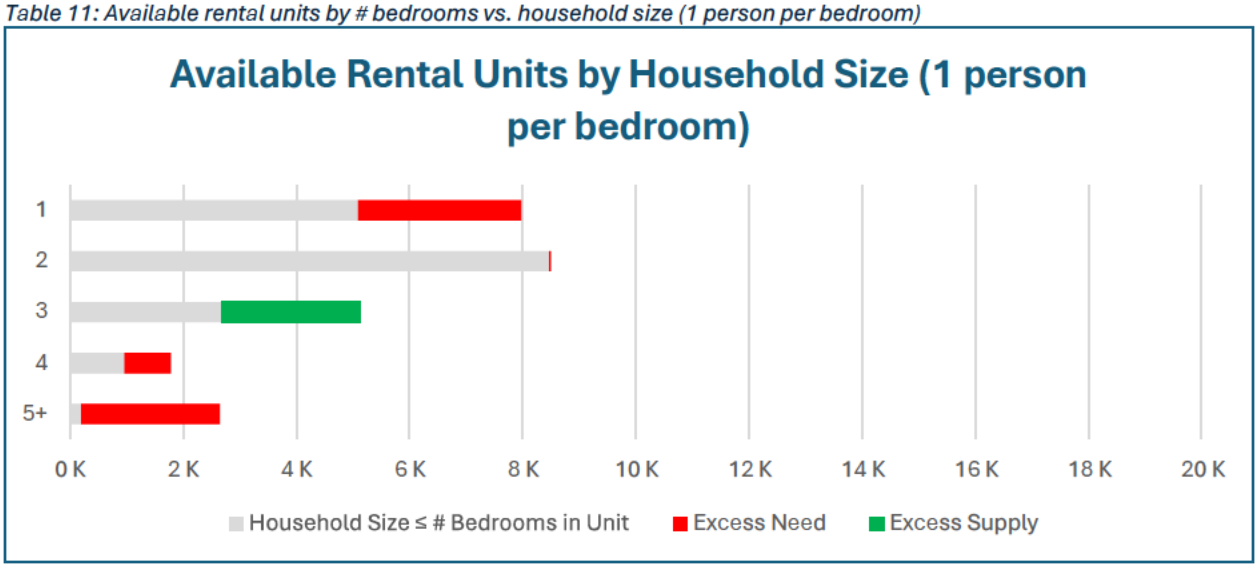
As the family structure of the household is unknowable, we examine the rental data under two different assumptions:

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.

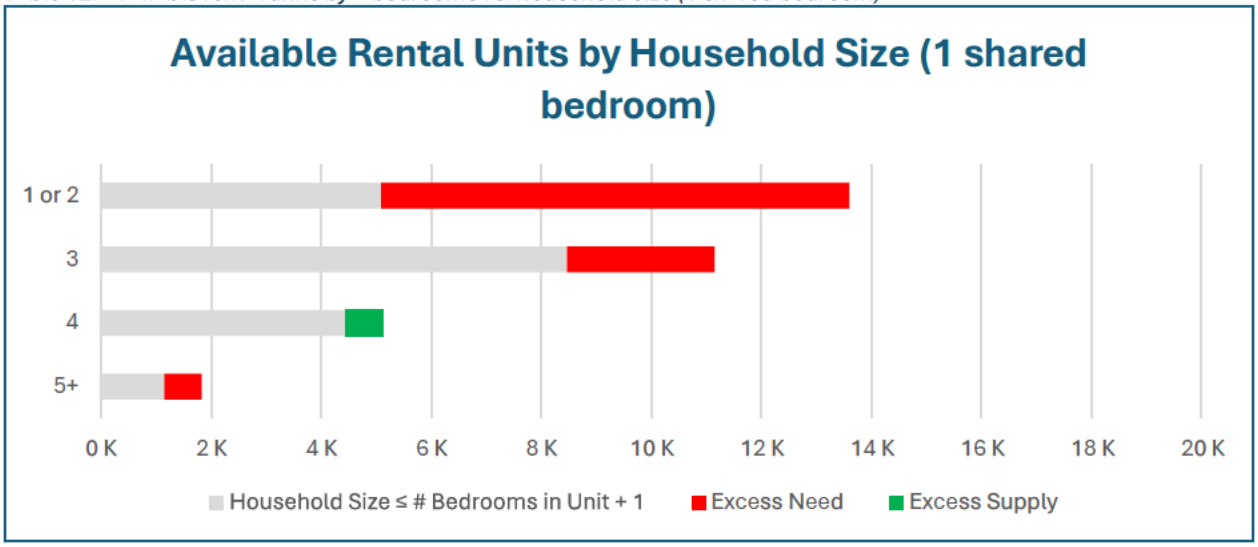
We see in general that there is room for smaller units in both the rental and ownership markets. Additionally, if we use the HUD definition for overcrowding of more than one person per bedroom, there is a need for 4+ bedroom rental units to accommodate larger households.

Table 11: Available rental units by # bedrooms vs. household size (1 person per bedroom)



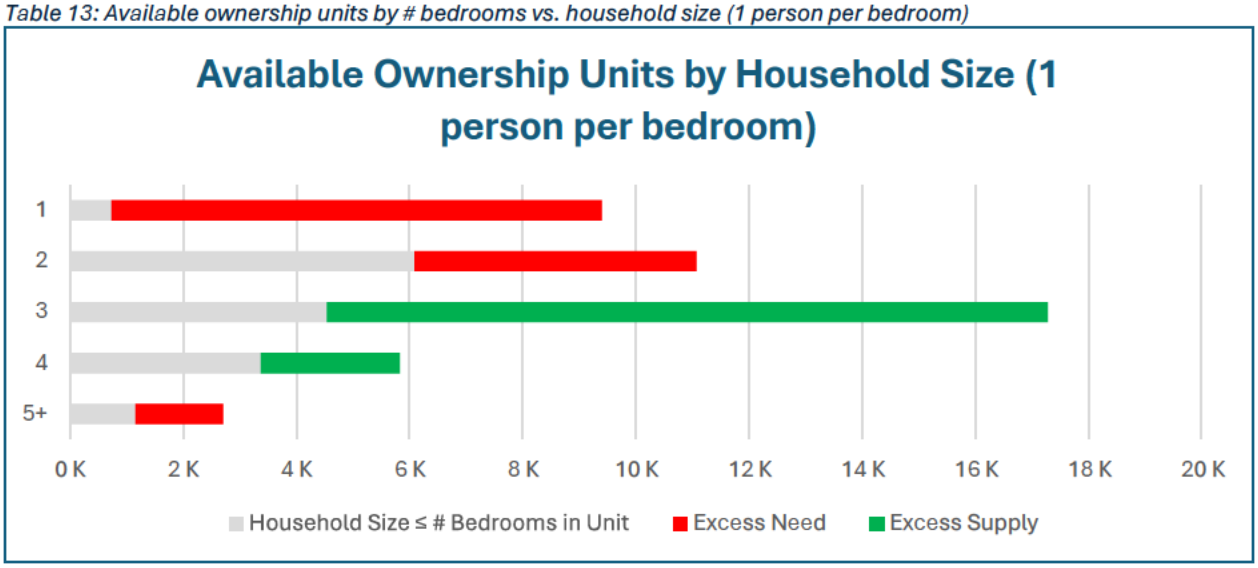
Household Size	Households	Units	Total Need	Excess Need	Excess Supply
1	7,971	5,091	7,971	2,880	0
2	5,621	8,468	8,501	33	0
3	2,647	5,129	2,680	0	2,449
4	1,778	957	1,778	821	0
5+	1,822	194	2,643	2,449	0

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.

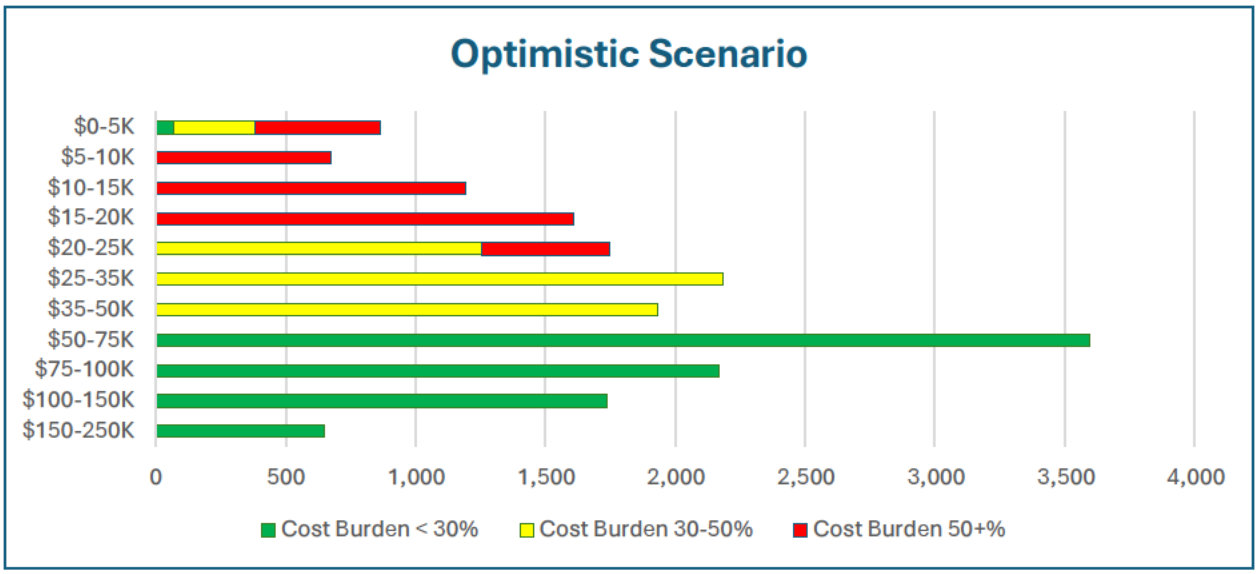
The visualizations show what would happen under a unit allocation scenario optimized to minimize the number of cost burdened and severely cost burdened households. This assumes we could easily reallocate all units in Independence based on rent and household income. It does not consider factors such as 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:

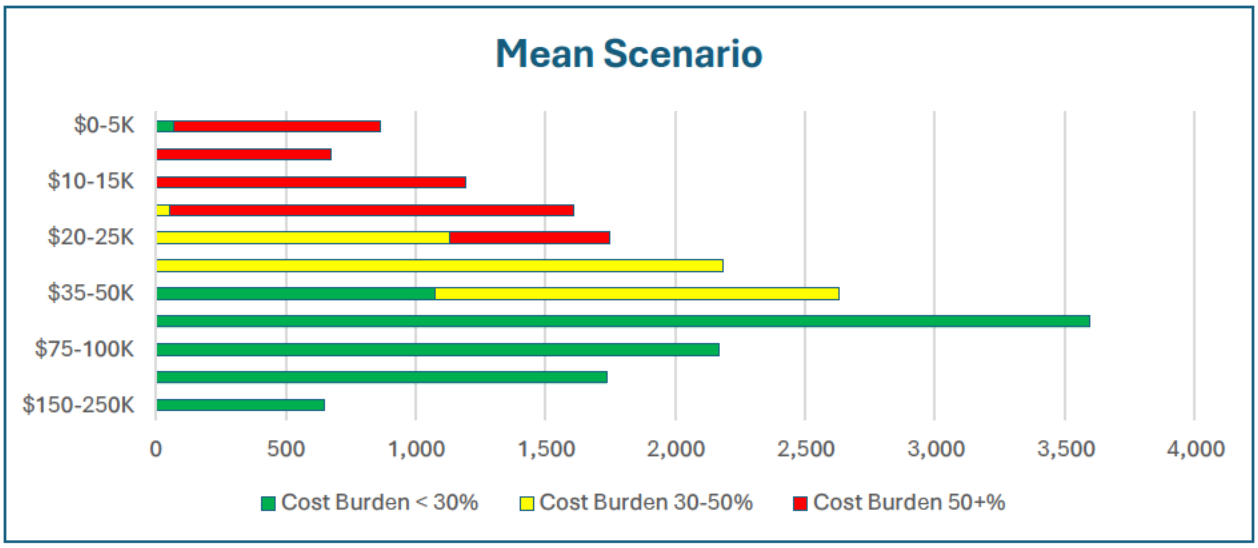
- The *optimistic scenario* assumes that all renters make the maximal income for their band, and all units are charging the minimum rent for their band.
- The *pessimistic scenario* assumes that all renters make the minimum income for their band, and all units are charging the maximum rent for their 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.

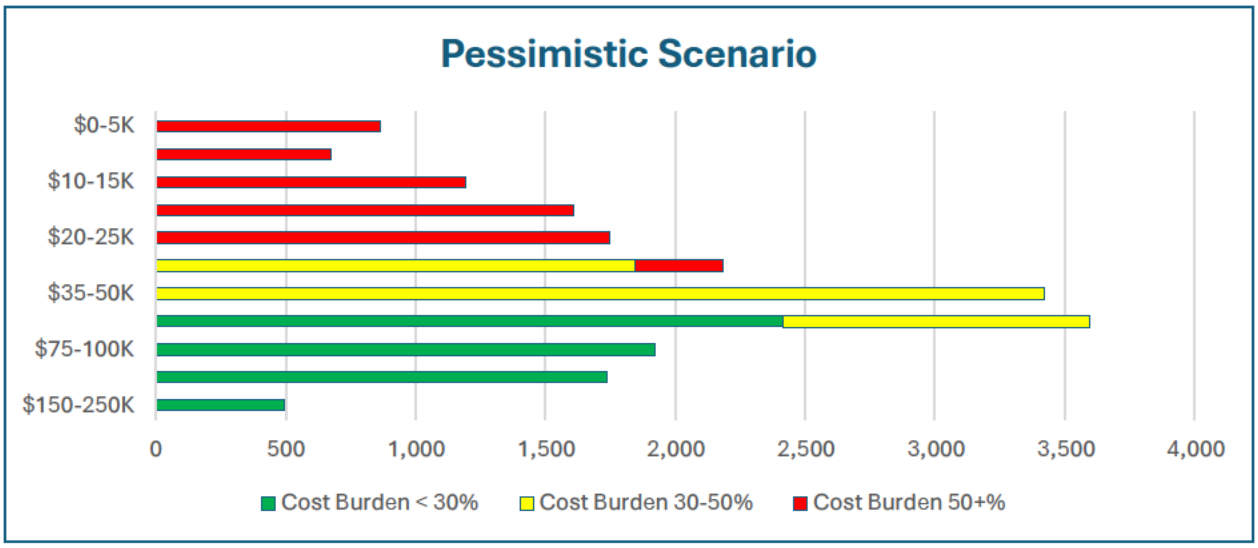
Independence clearly has a need for more affordable housing, especially for households with incomes less than $50k/yr.



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

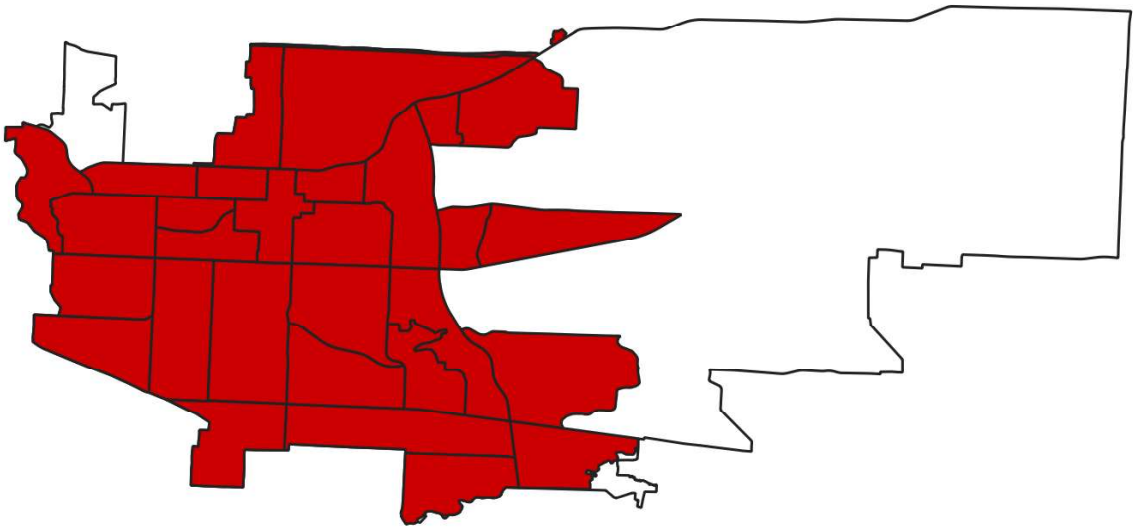
Table 15: Units by Rent

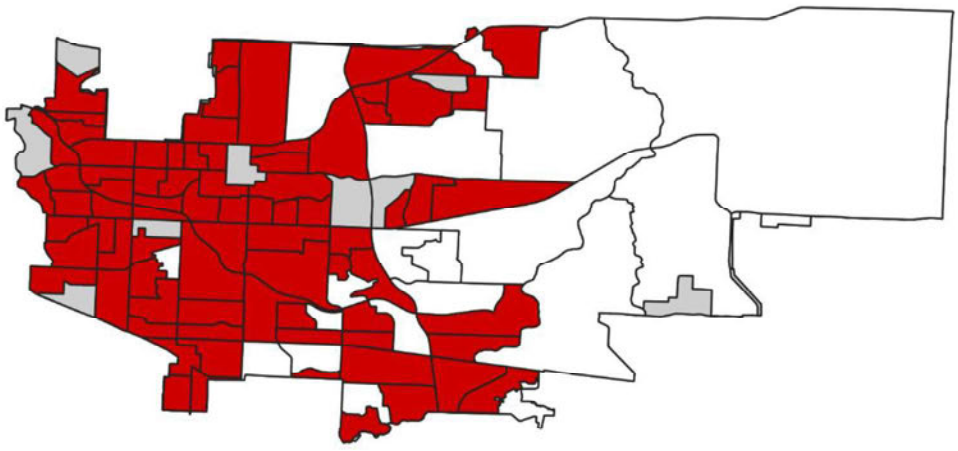
Rent	Units		Rent	Units
$0-99	70		$650-699	784
$100-149	0		$700-749	950
$150-199	108		$750-799	710
$200-249	202		$800-899	2,328
$250-299	194		$900-999	2,332
$300-349	171		$1000-1249	4,763
$350-399	205		$1250-1499	3,105
$400-449	240		$1500-1999	1,956
$450-499	225		$2000-2499	262
$500-549	123		$2500-2999	9
$550-599	292		$3000-3499	0
$600-649	408		$3500-5000	10

Appendix B: Maps

CDBG Eligible Tracts / Block Groups

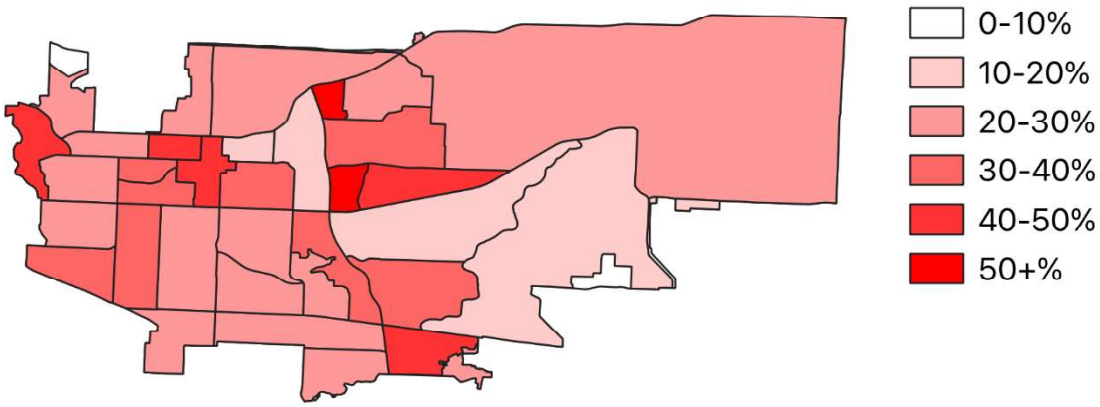
Census tracts and Block Groups that have at least 50% of households with income less than 80% of HAMFI. Household income taken from 2019-2023 ACS, HAMFI taken from 2023 HUD calculations.



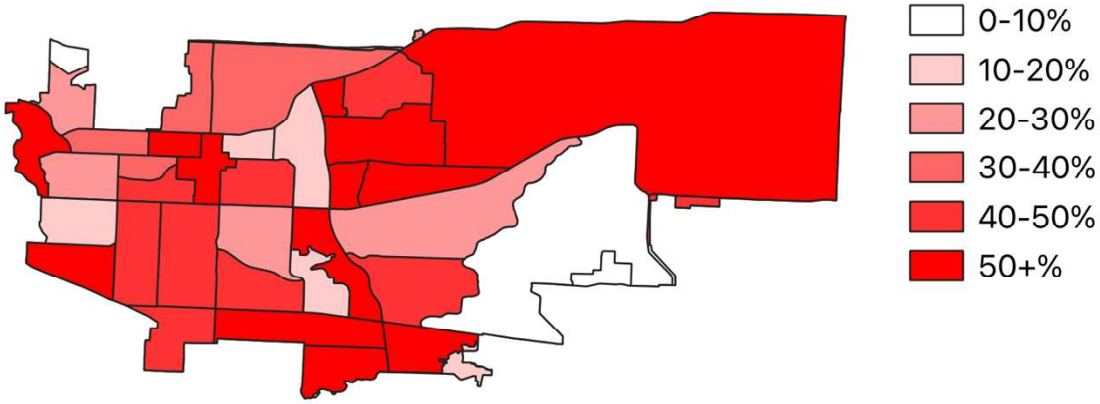


Housing Problems

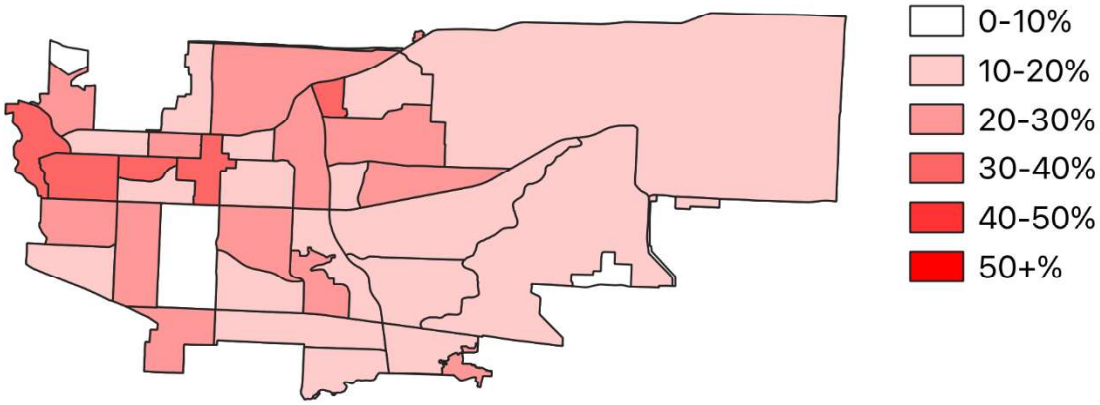
All Households



Renter Households

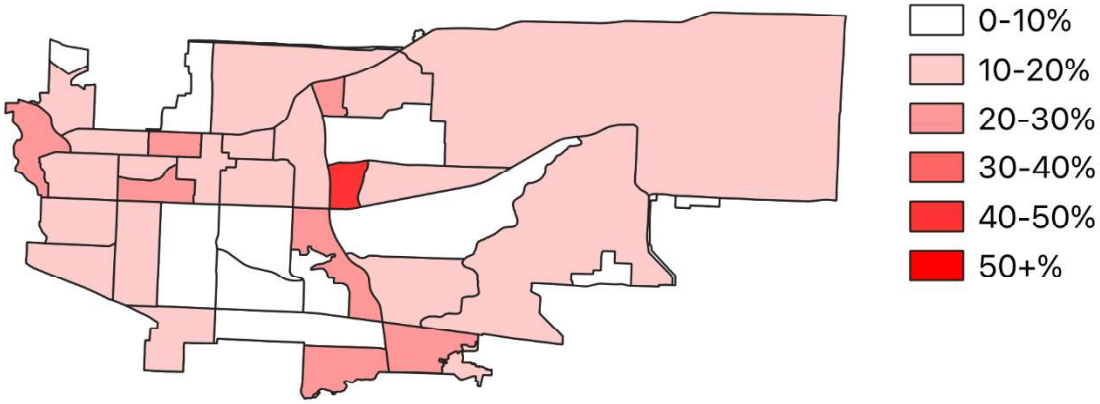


Homeowner Households

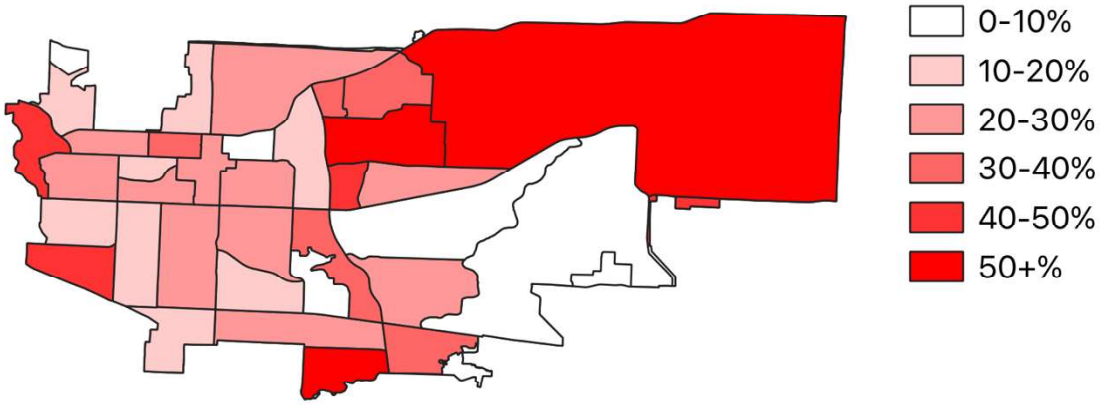


Severe Housing Problems

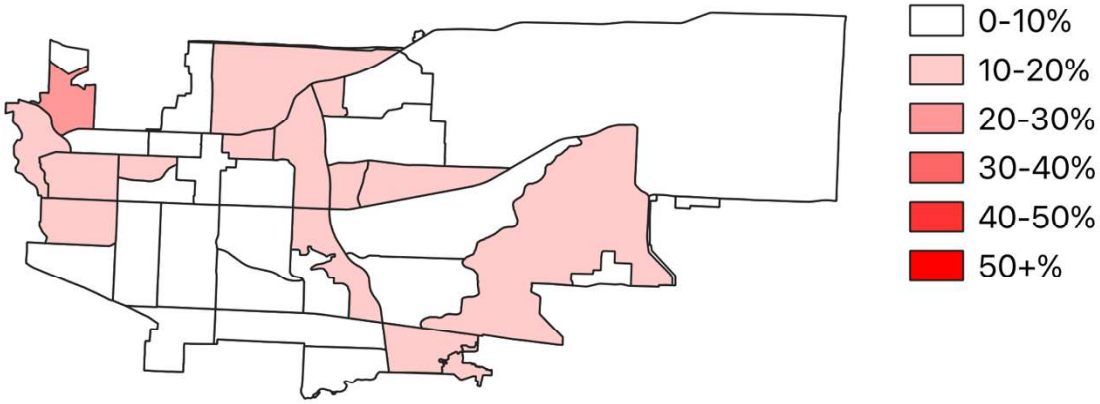
All Households



Renter Households

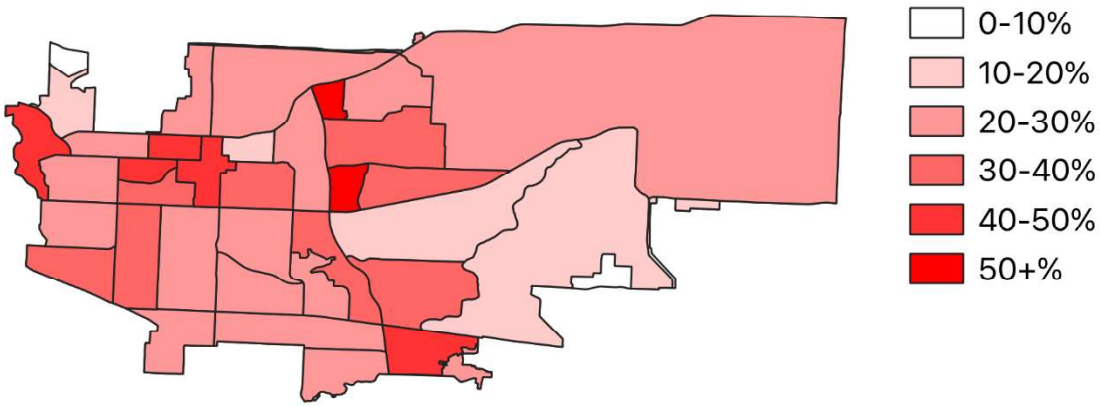


Homeowner Households

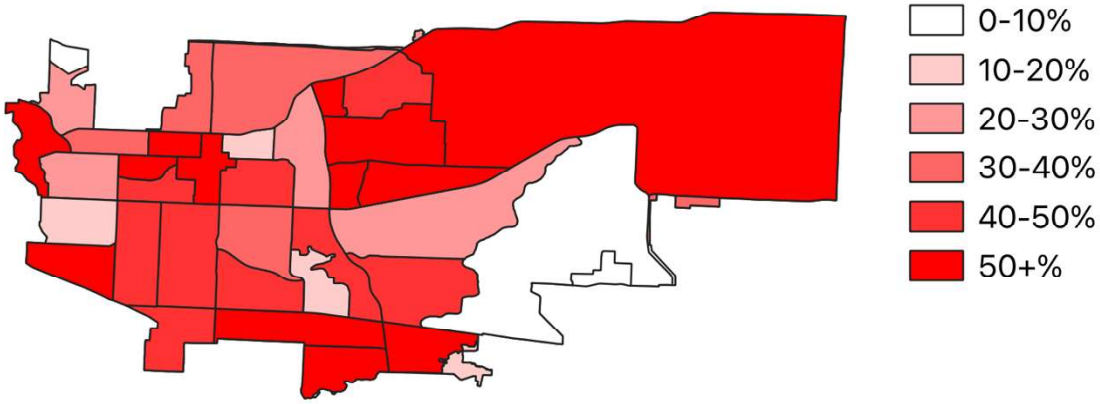


Cost Burden > 30%

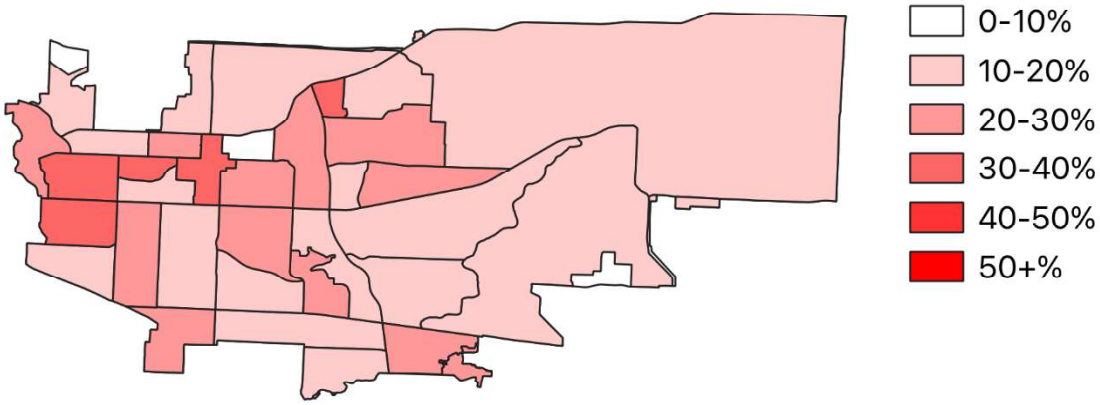
All Households



Renter Households

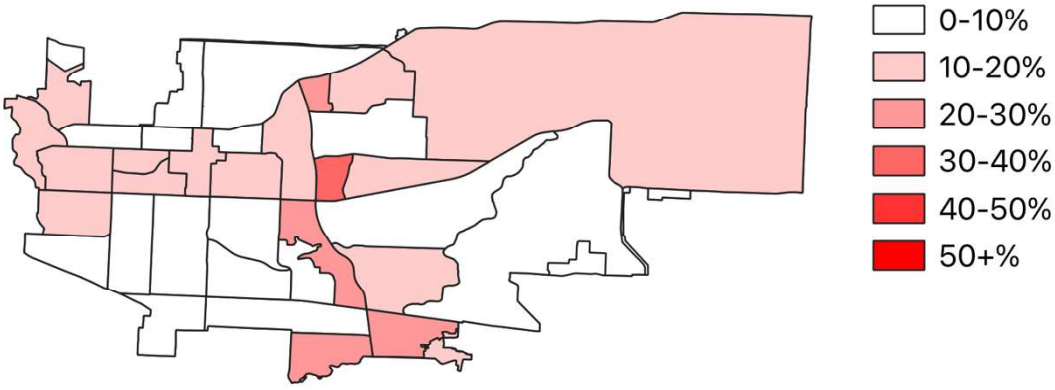


Homeowner Households

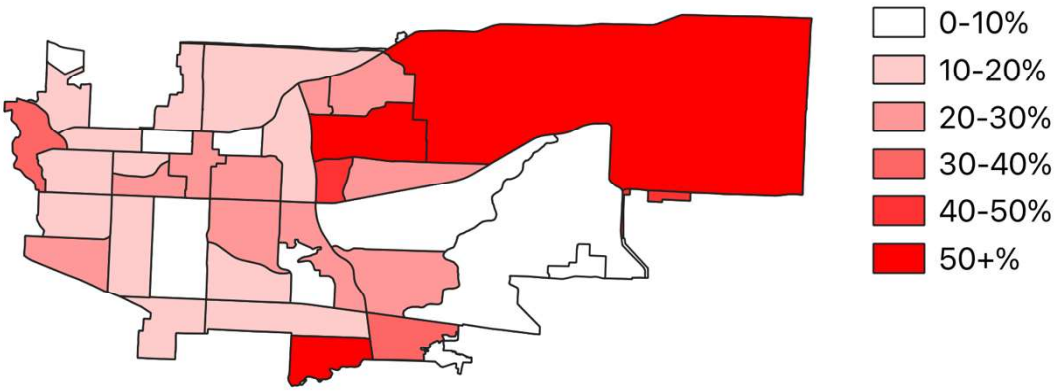


Cost Burden > 50%

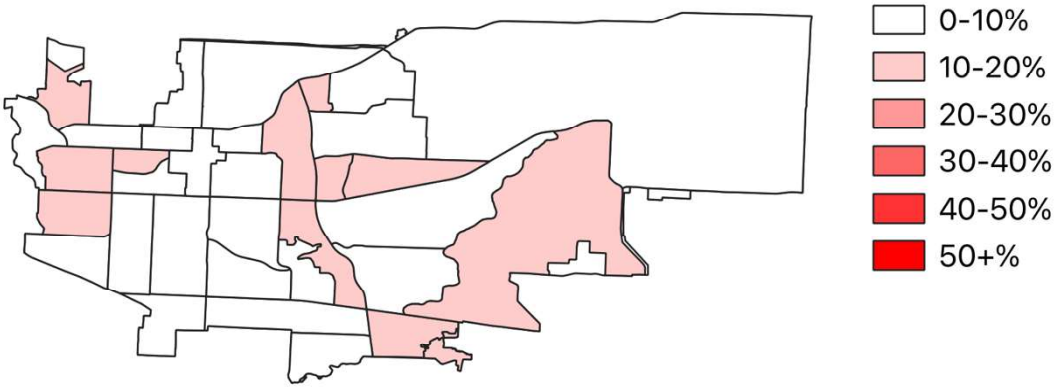
All Households



Renter Households

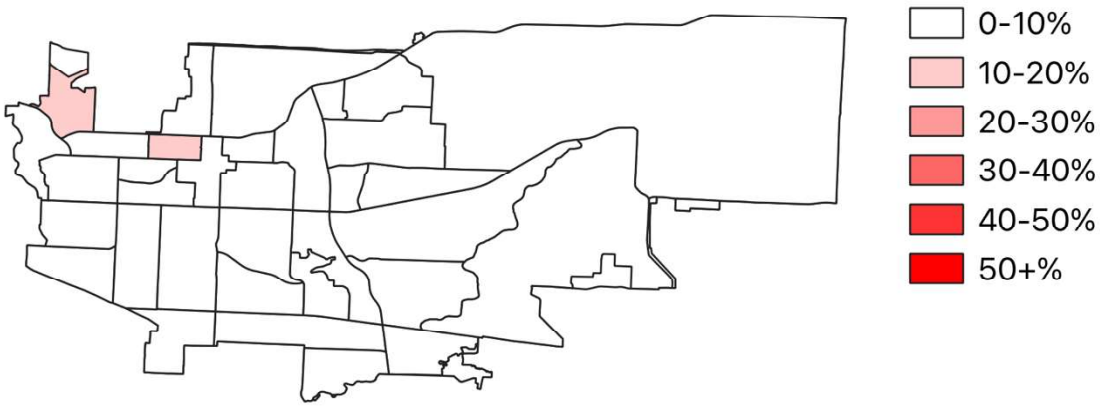


Homeowner Households

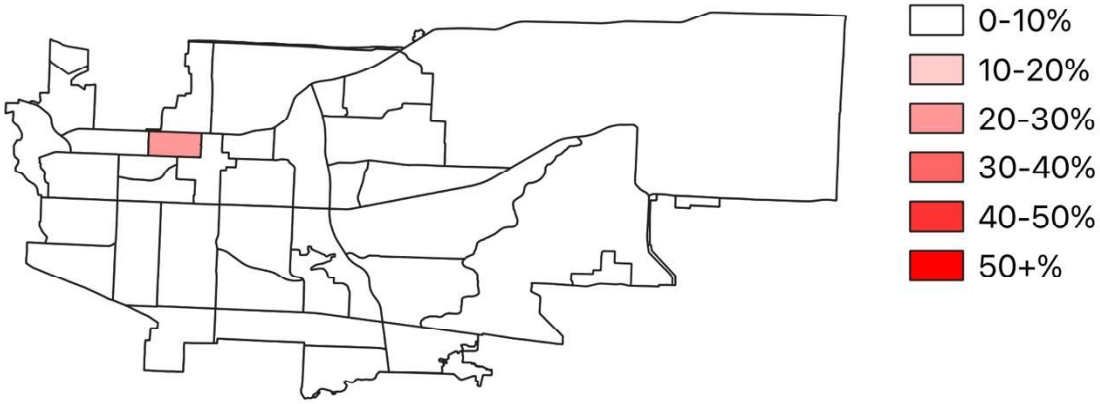


Substandard Housing

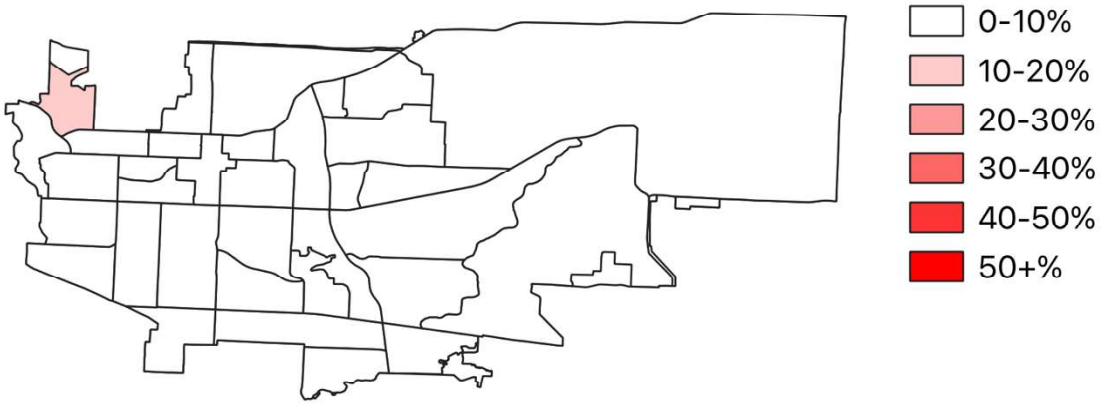
All Households



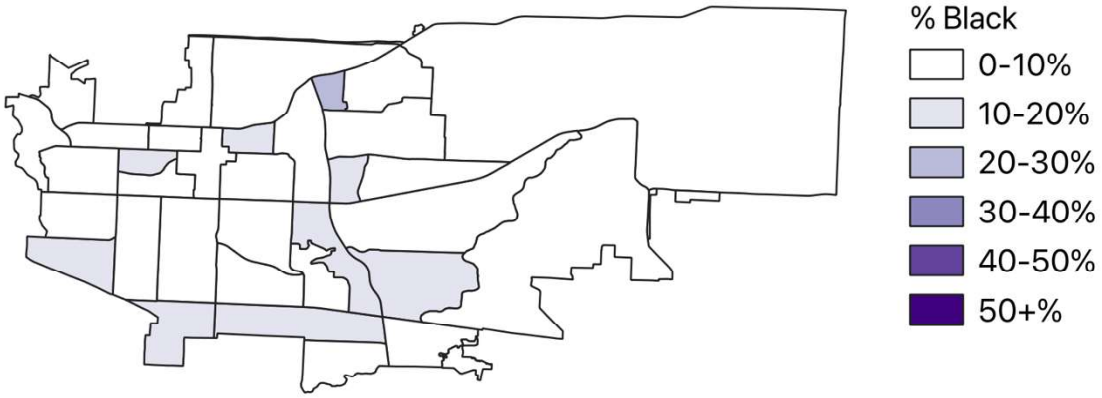
Renter Households

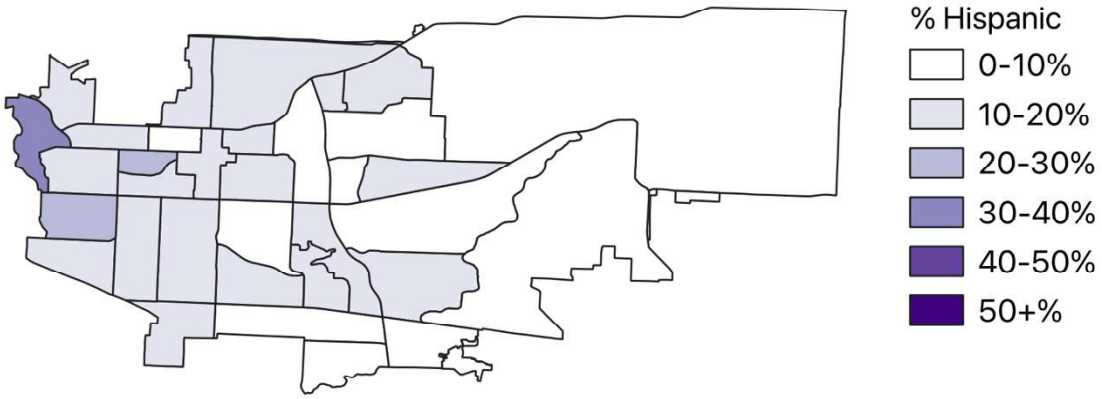


Homeowner Households

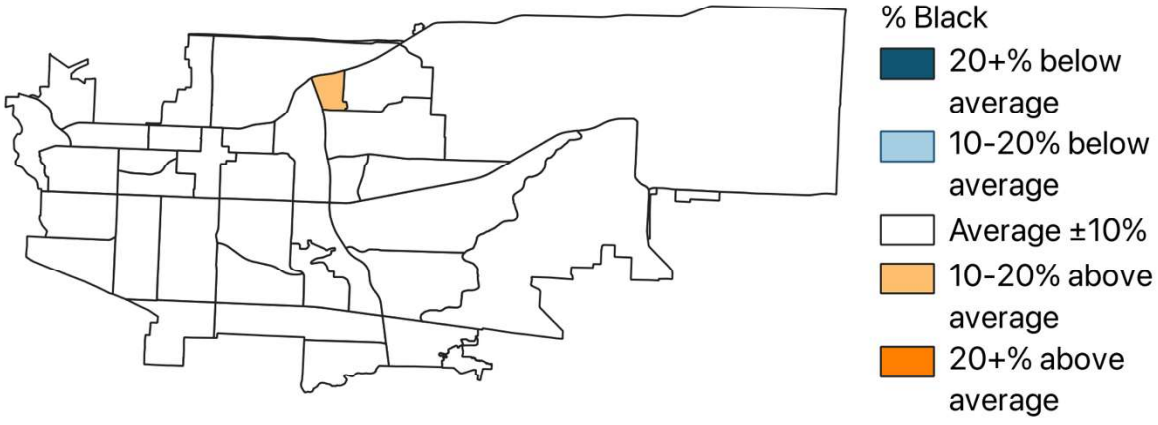


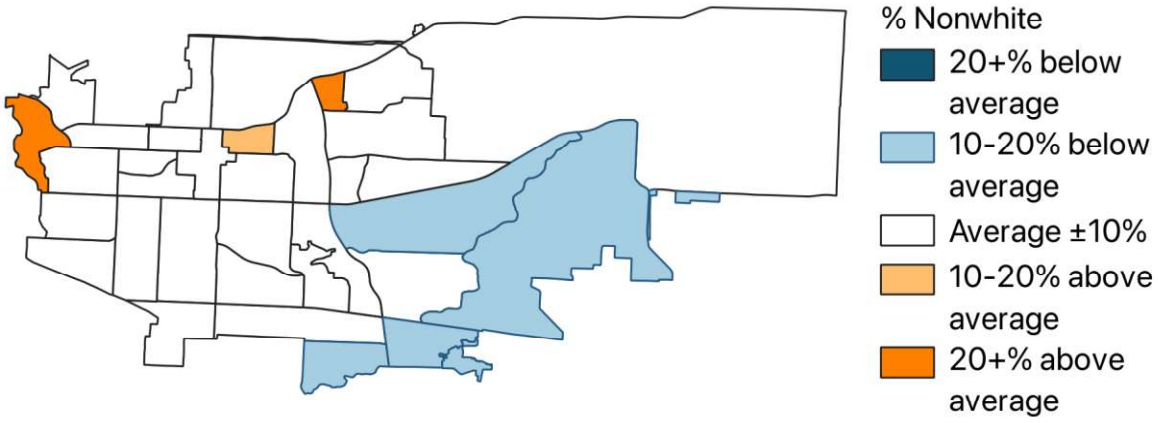
Demographics – percentage of population

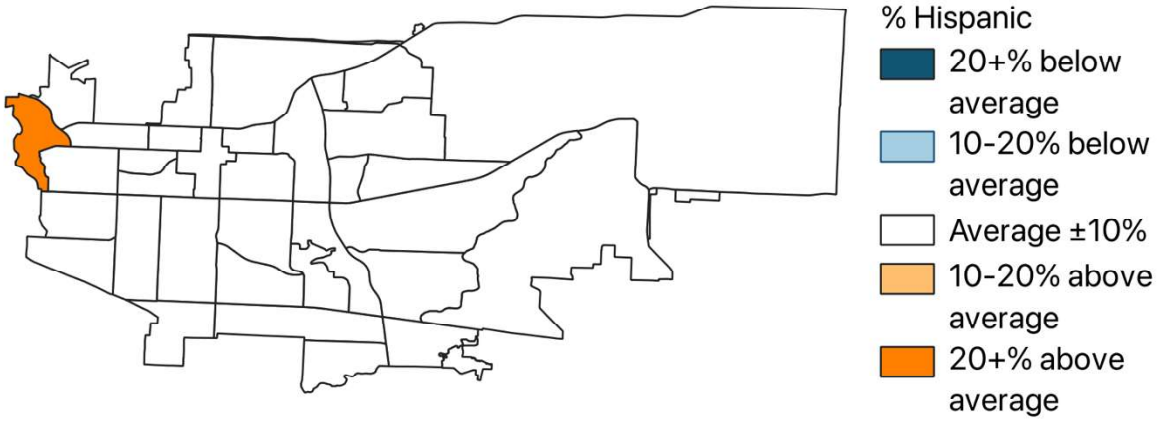




Demographics – concentration

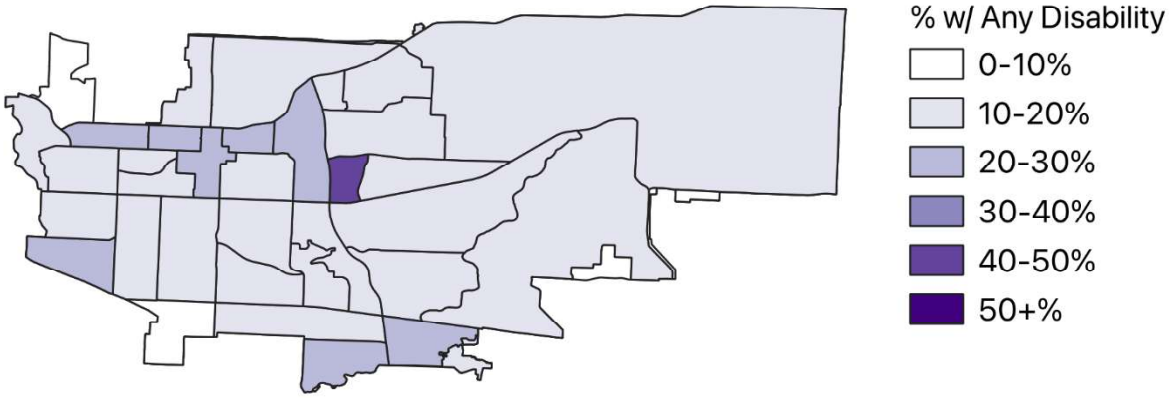




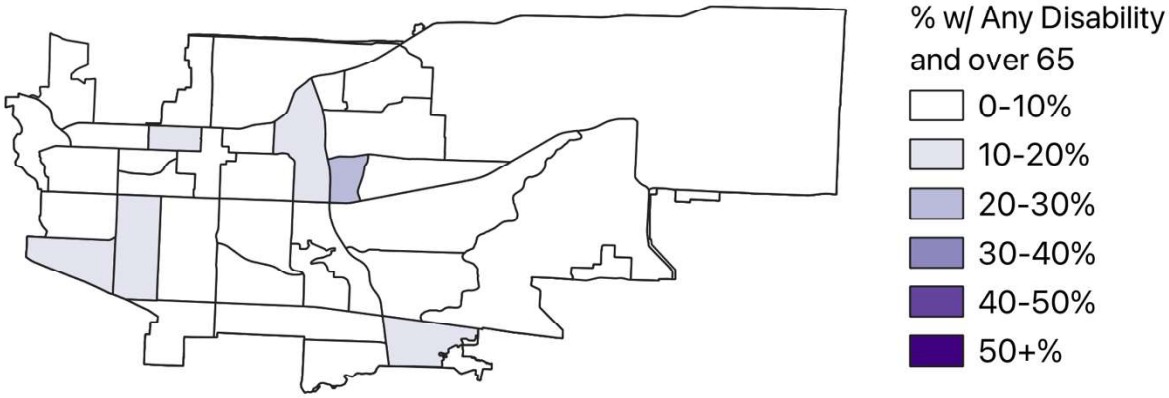


Disability (any)

All Ages

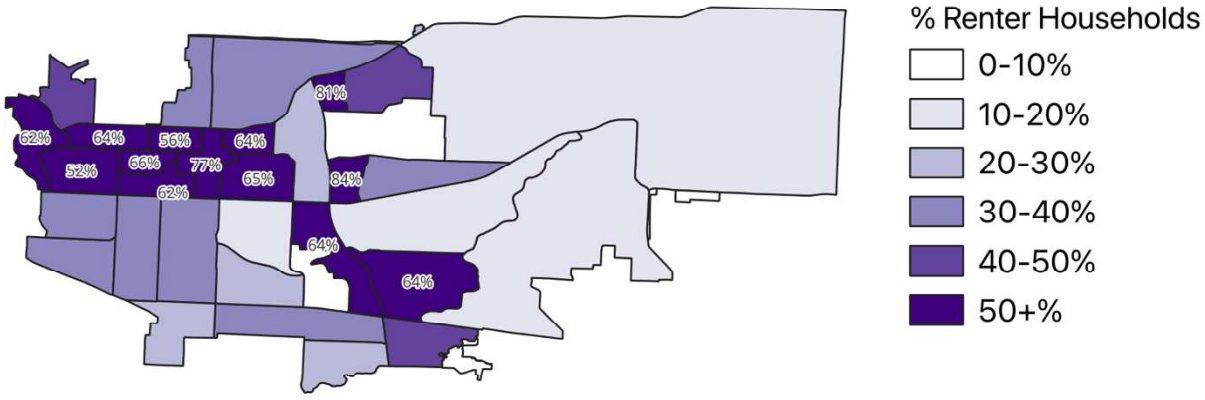


Seniors

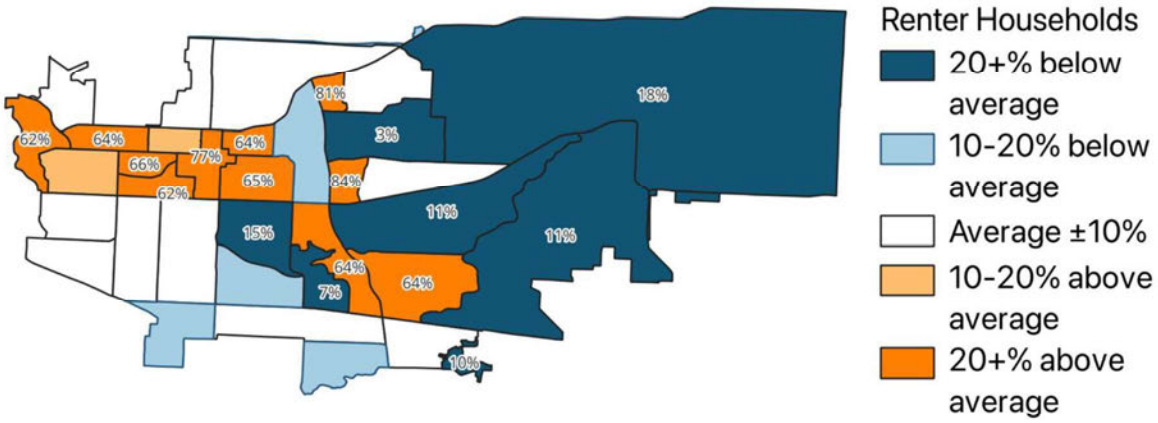


Tenure

Renters households as a percentage of all households.

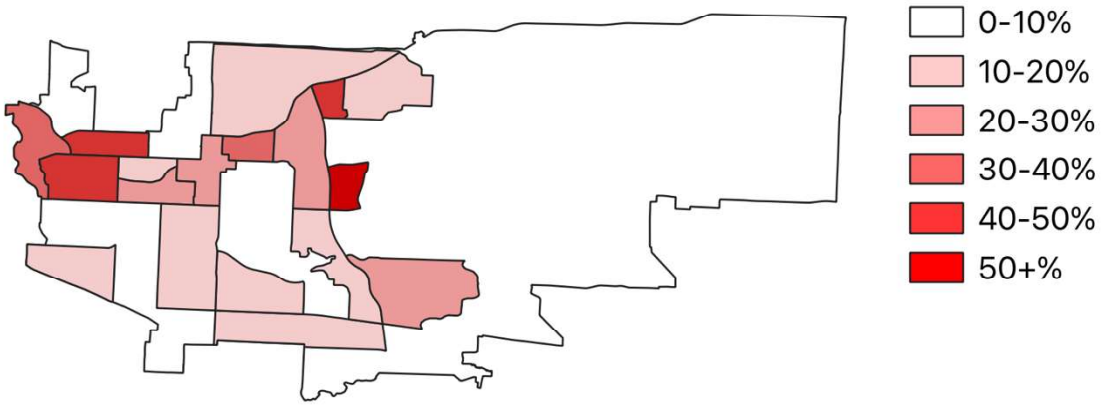


Tracts with concentrations of rental units or homeownership compared to the citywide average.



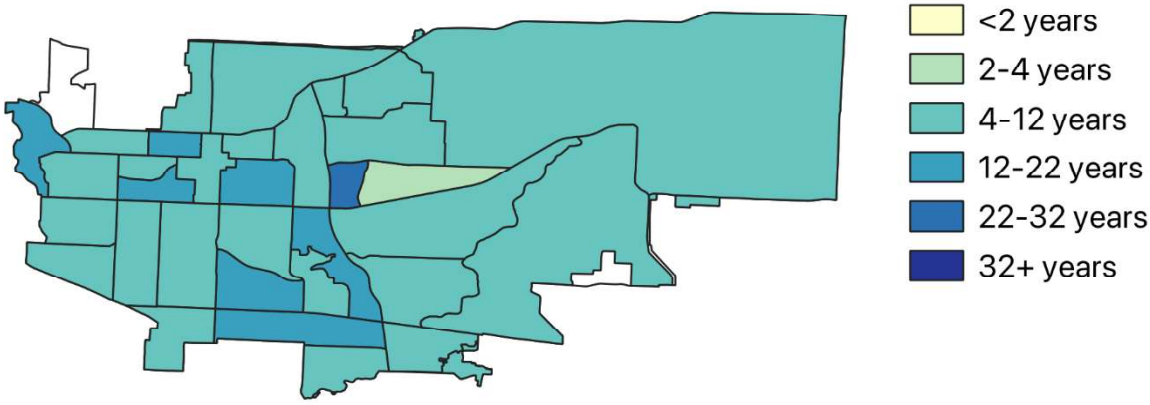
Increase in the percent of rental units by census tract. These appear to be the result of investors buying single-family units and converting them to rentals, rather than new

construction of apartment complexes.

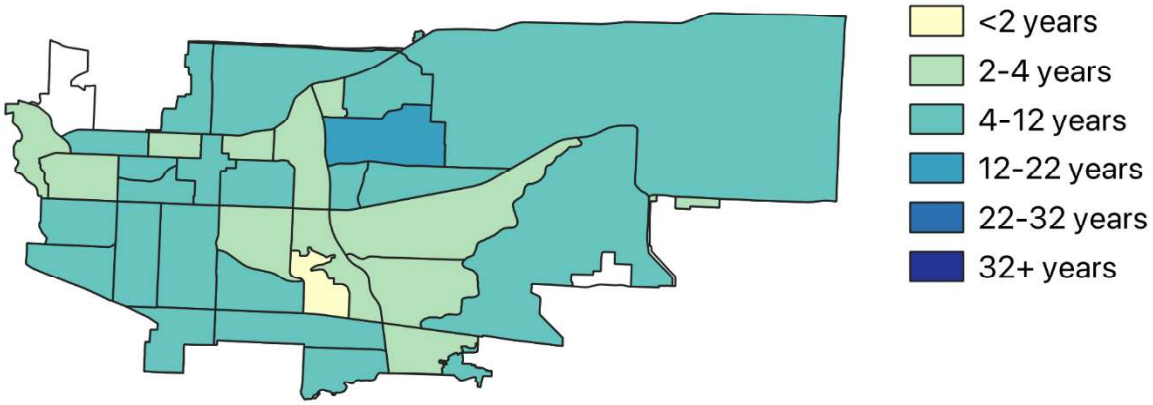


Years at current residence

Owners



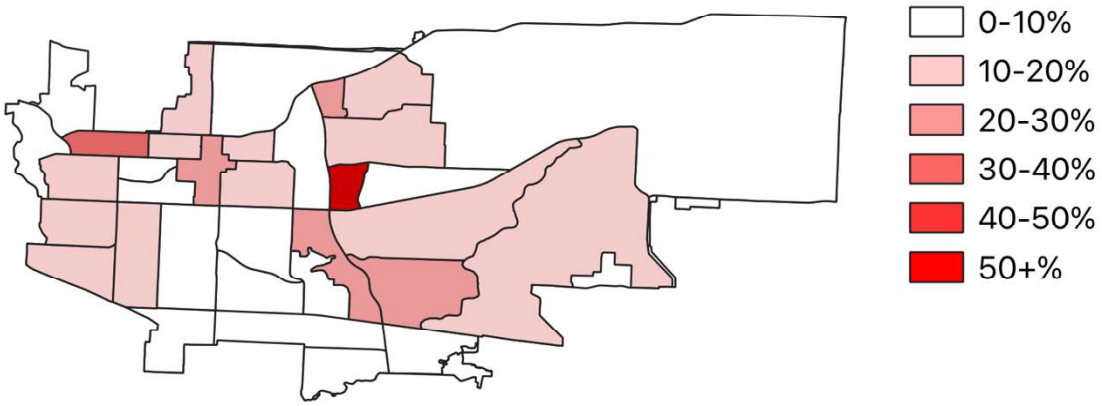
Renters



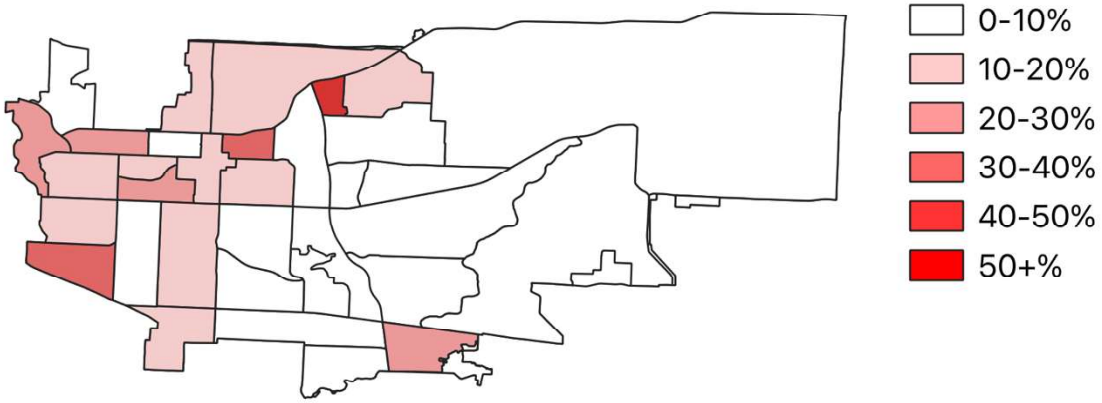
Income

Unemployment rate

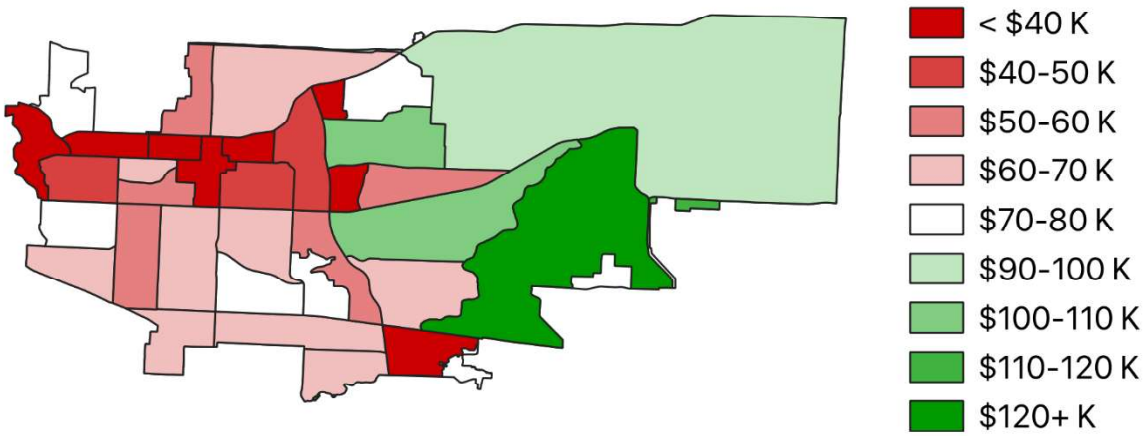
(note, legend is wrong. It should be in 5% increments.)



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.

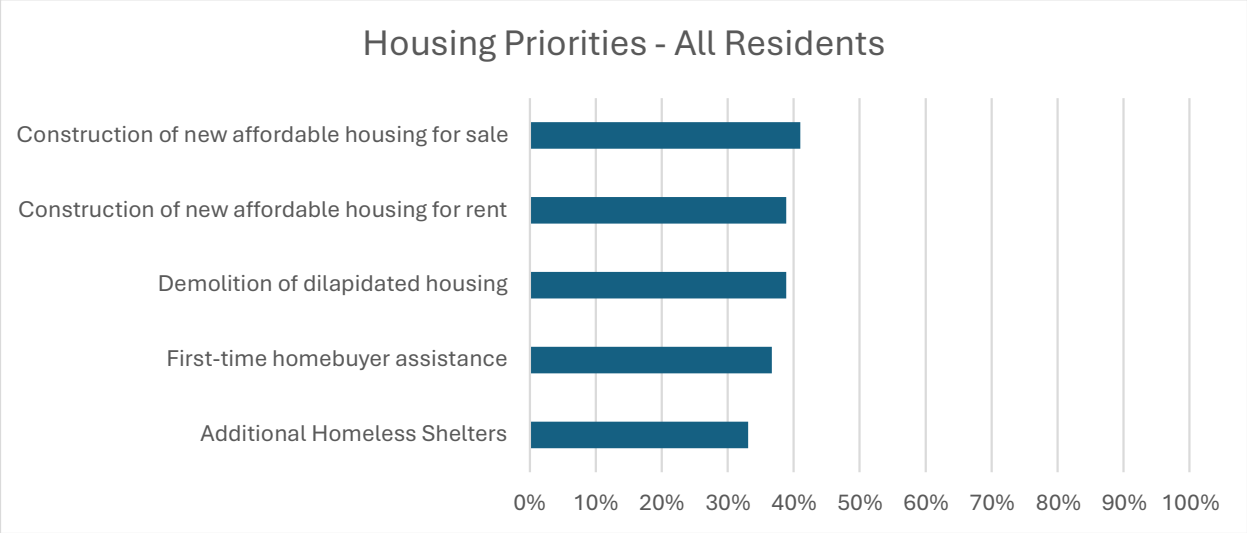
Housing Priorities

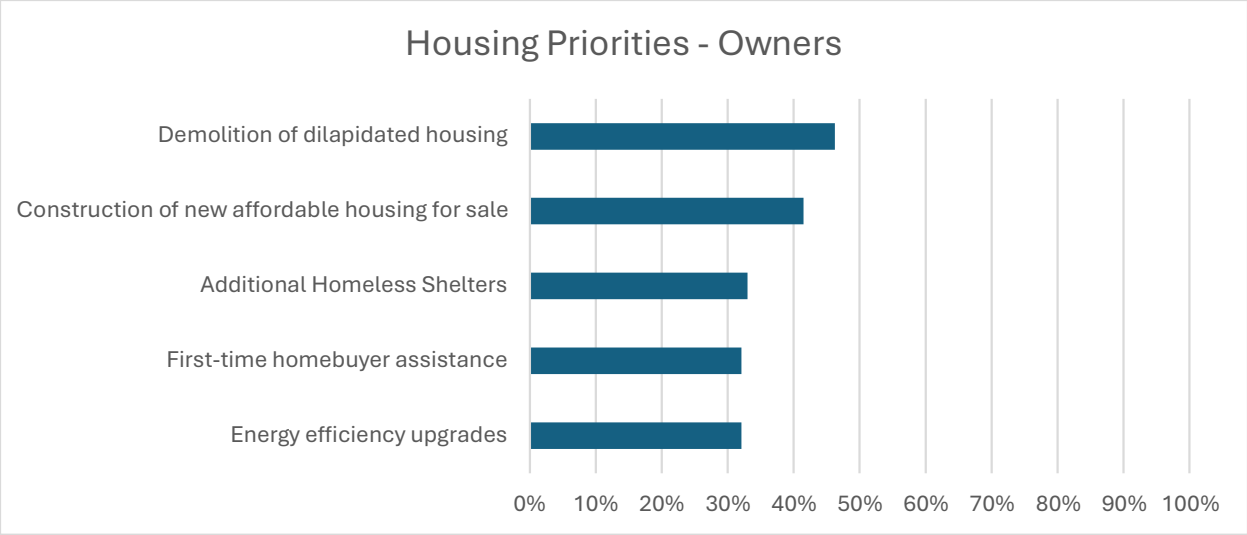
The top five housing priorities identified in the survey were:

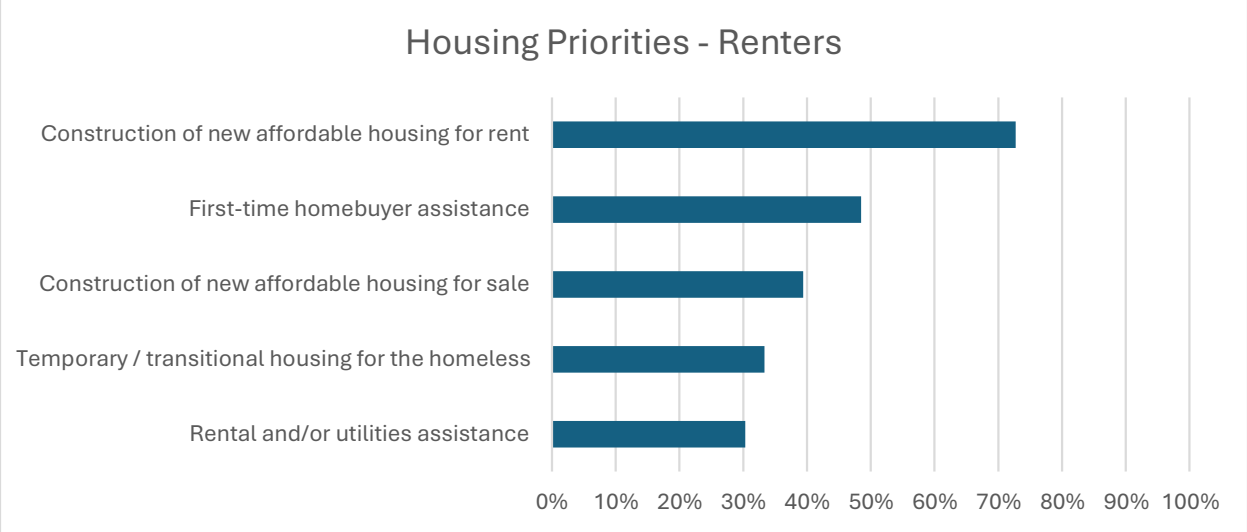
- Construction of new affordable housing for sale
- Construction of new affordable housing for rent
- Demolition of dilapidated housing
- First-time homebuyer assistance
- Additional homeless shelters

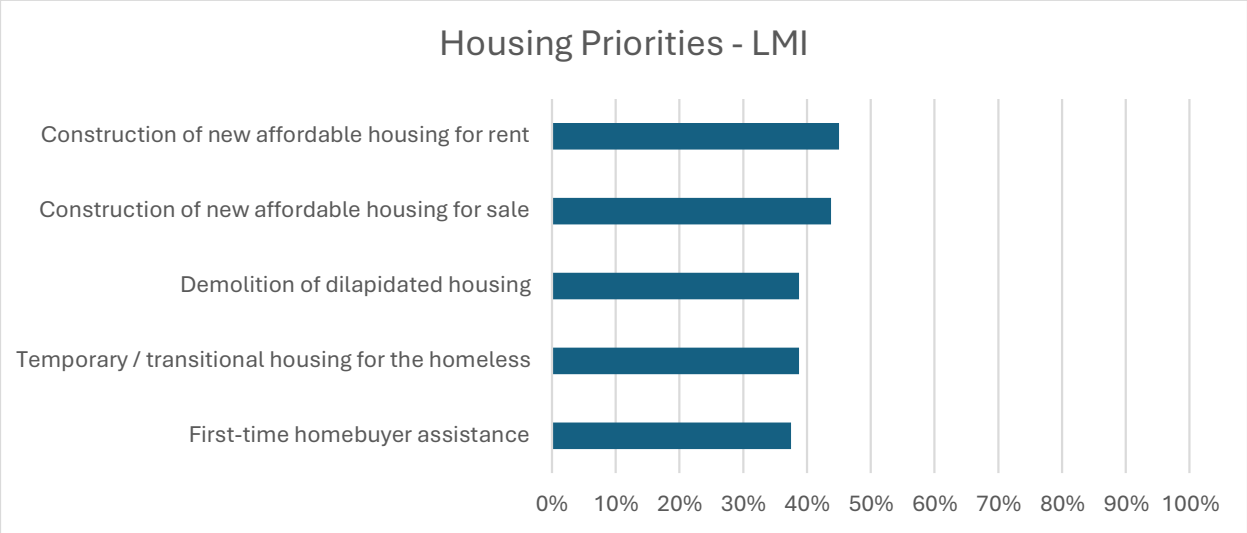
However, the priorities varied a good deal depending on the income and homeownership status of the respondent. While all groups listed construction of new affordable housing for sale and first-time homebuyer assistance in their top five priorities, renters and LMI households were far more likely to name 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
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%


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
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%


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
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%

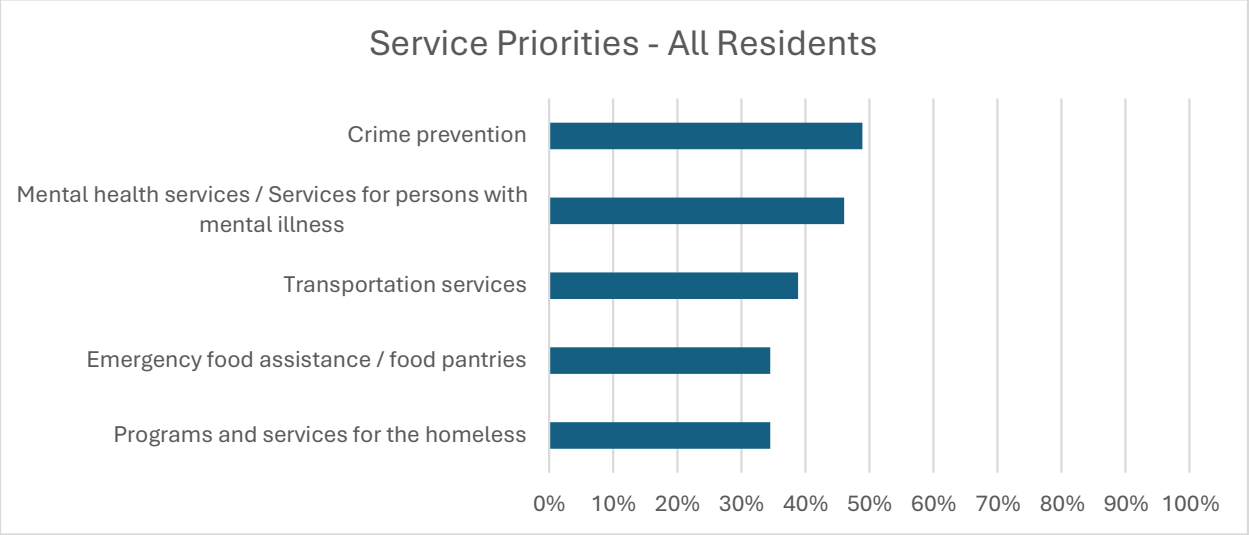
Community Service Priorities

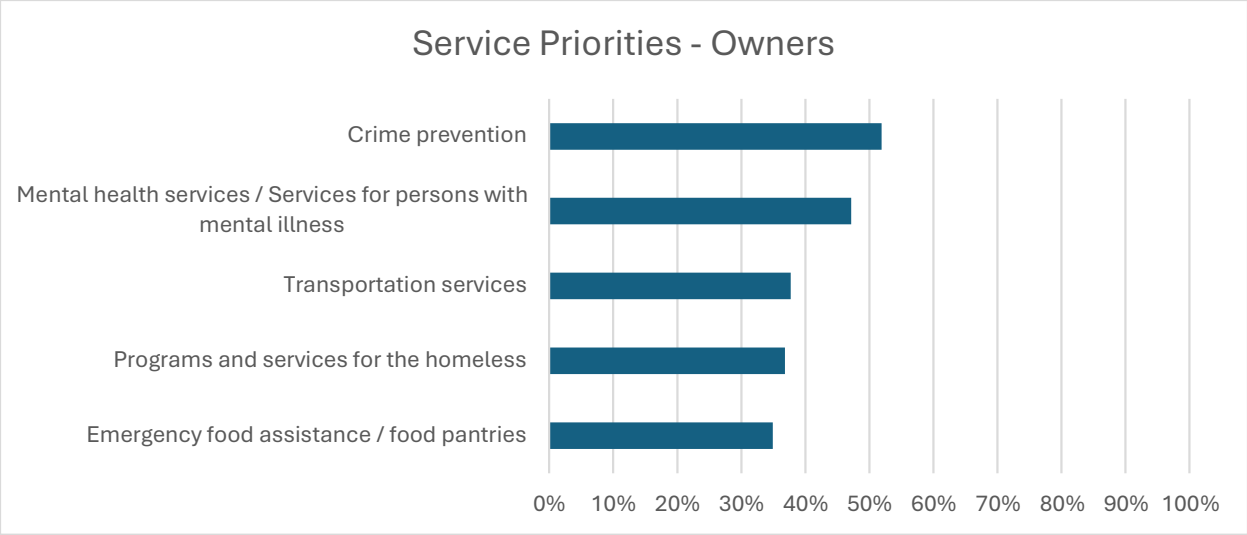
The top five housing priorities identified in the survey were:

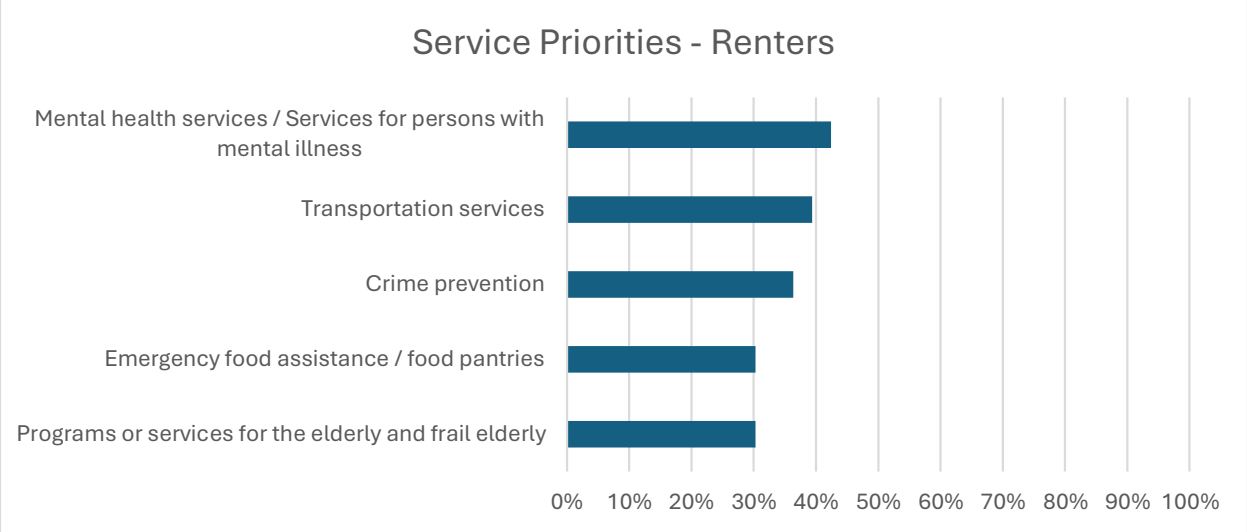
- Crime prevention
- Mental health services
- Transportation services
- Emergency food assistance
- Programs and services for the homeless

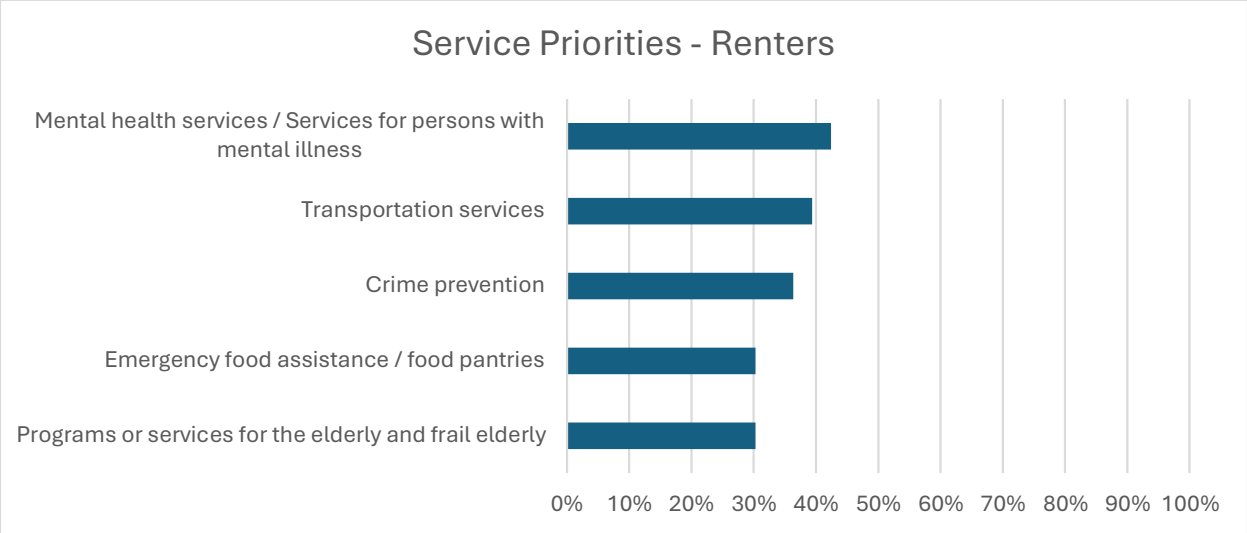
There was much more overlap between populations in the chosen priorities. The main difference was the ordering of the top five, not which items made it in the top five.

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
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%


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
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%

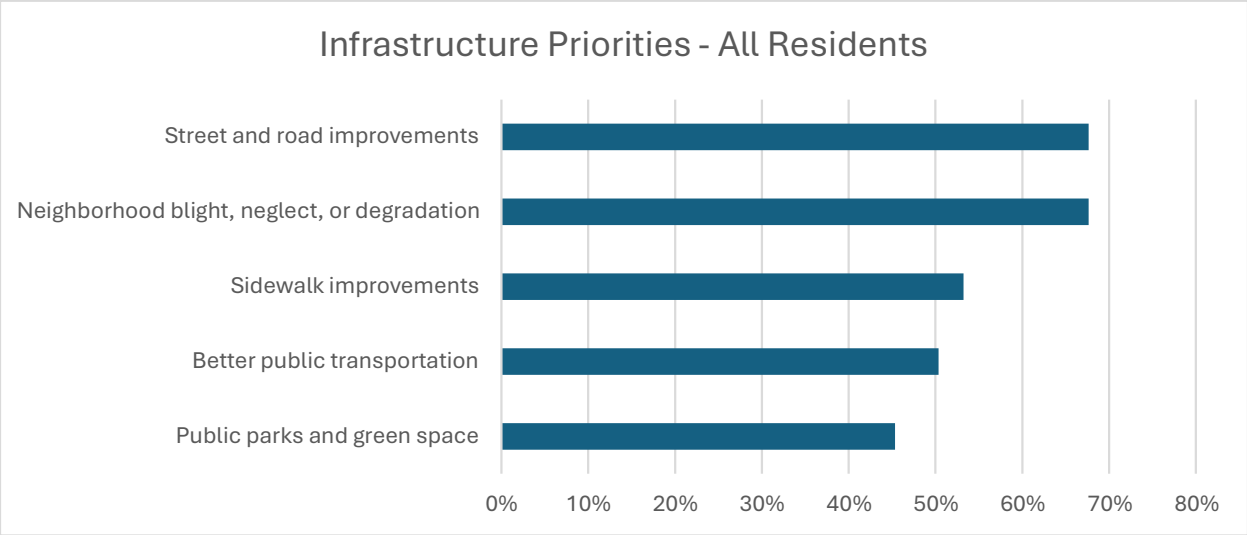

Service Priorities - Renters
Mental health services / Services for persons with mental illness
Transportation services
Crime prevention
Emergency food assistance / food pantries
Programs or services for the elderly and frail elderly
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%

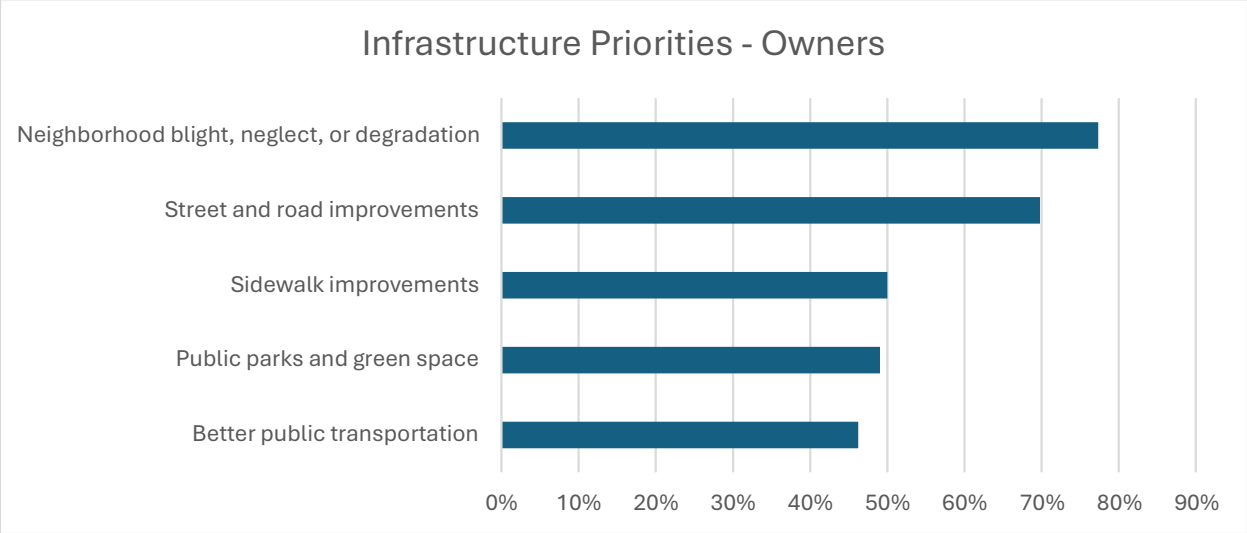
Infrastructure priorities

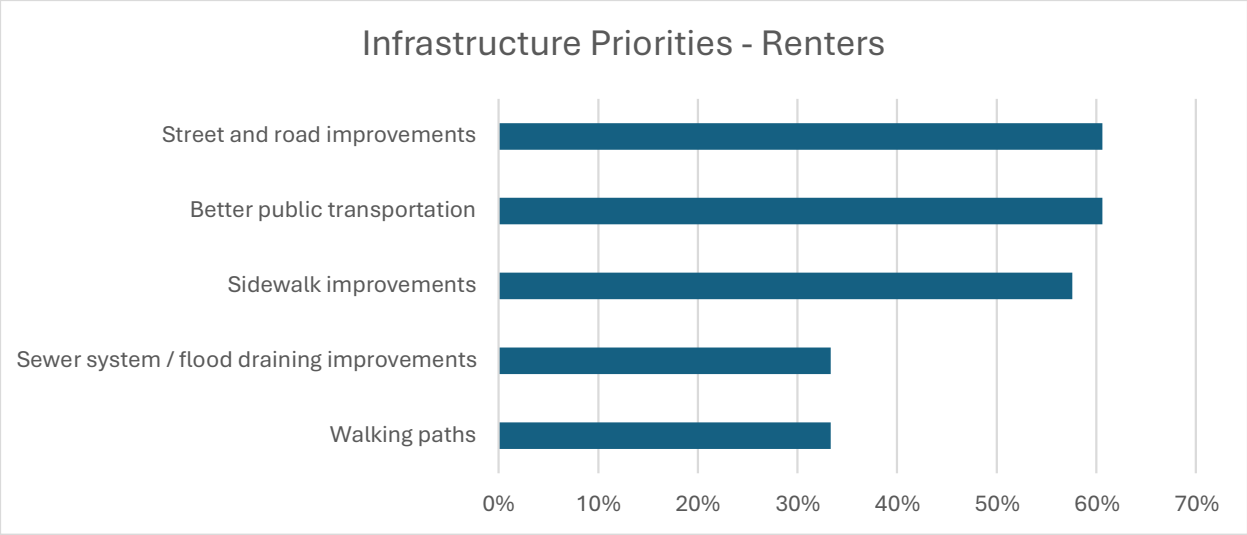
The top five housing priorities identified in the survey were:

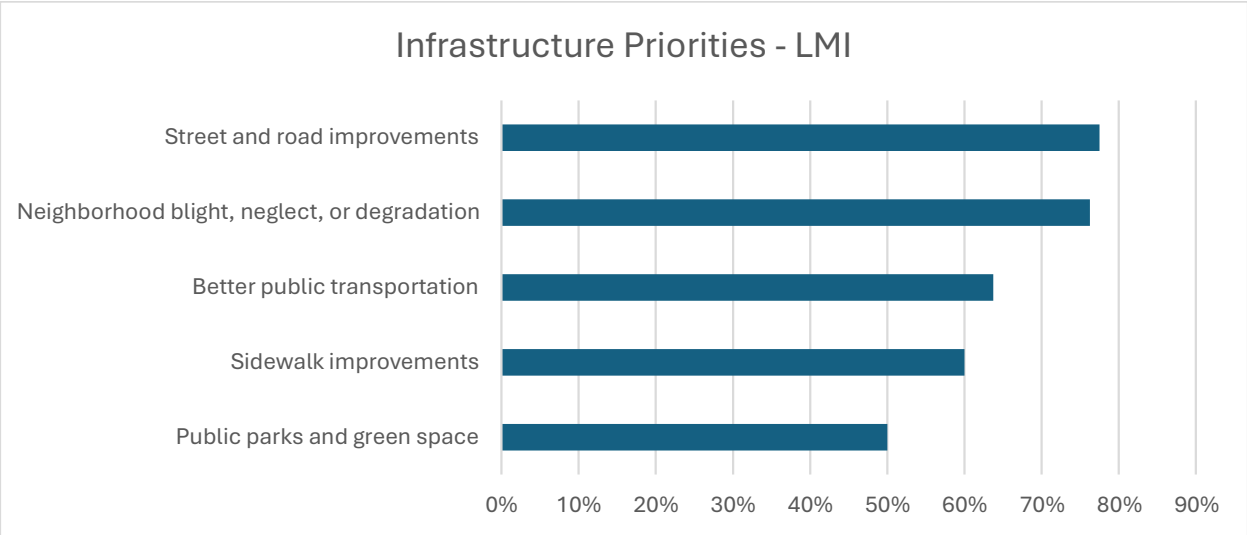
- Street and road improvements
- Neighborhood blight, neglect, or degradation
- Sidewalk improvements
- Better public transportation
- Public parks and green space

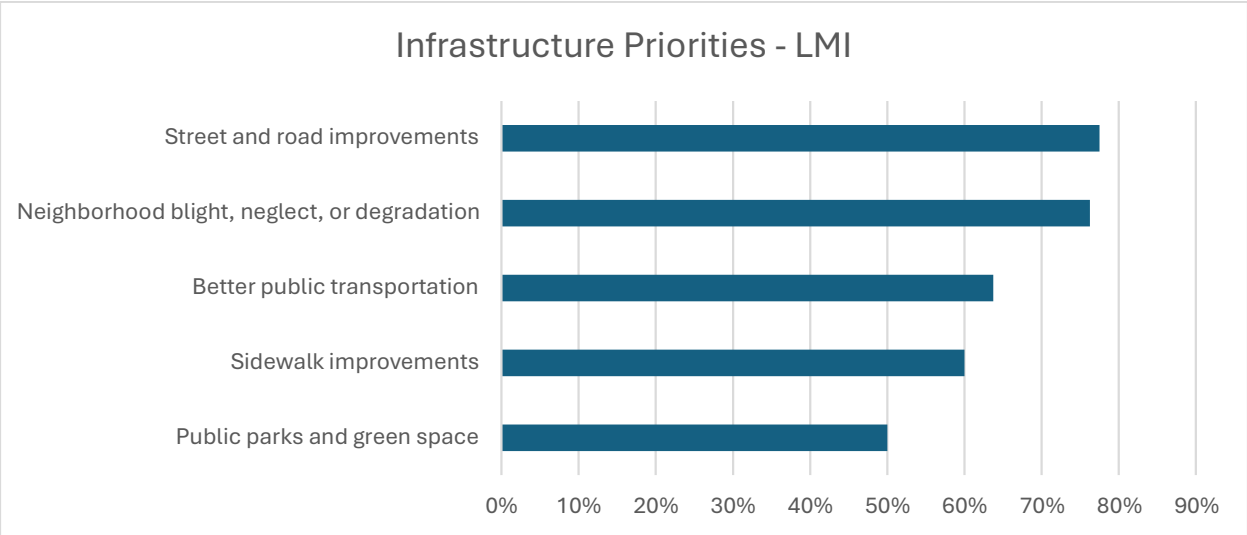
As with community services, there was much more agreement between subpopulations on the infrastructure priorities. Renters were more likely to include walking paths and sewer system/flood draining improvements in their priorities, and less likely to include blight, but otherwise the priorities of all groups are very similar.






Infrastructure Priorities - Renters
Street and road improvements
Better public transportation
Sidewalk improvements
Sewer system / flood draining improvements
Walking paths
0%
10%
20%
30%
40%
50%
60%
70%


Infrastructure Priorities - LMI
Street and road improvements
Neighborhood blight, neglect, or degradation
Better public transportation
Sidewalk improvements
Public parks and green space
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%


Infrastructure Priorities - LMI
Street and road improvements
Neighborhood blight, neglect, or degradation
Better public transportation
Sidewalk improvements
Public parks and green space
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%

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 **1R** An ordinance authorizing the acceptance of a monetary donation to George Owens Nature Park (GONP) to establish a butterfly garden. **1R**

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 **1R** 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. **1R**

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:

26-029 **1R** 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. **1R**

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.

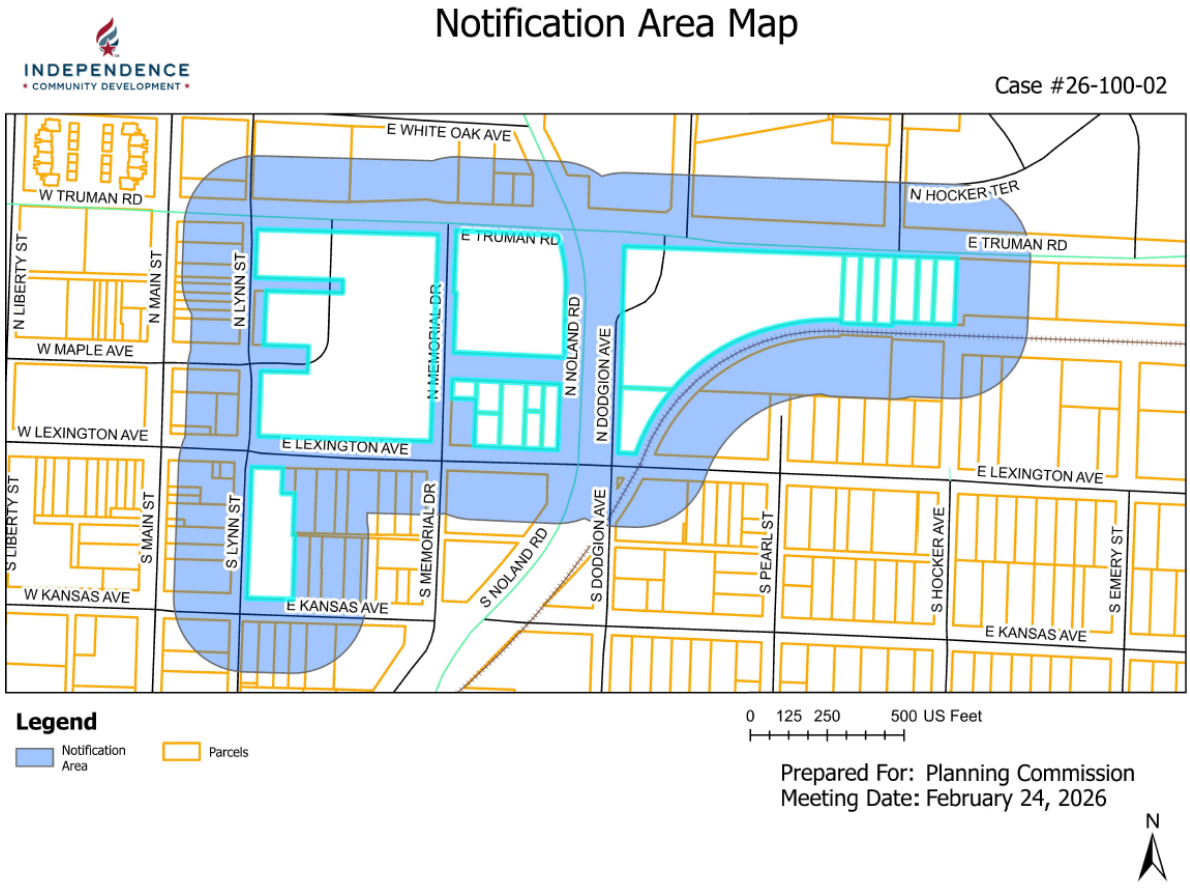
A formal public hearing on this rezoning will be held on **February 24, 2026** by the Independence Planning Commission at 6:00 p.m. The meeting will also be streamed on City 7 and YouTube. The City Council is scheduled to consider action on this request at its 6:00 p.m. meeting on April 20, 2026.

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



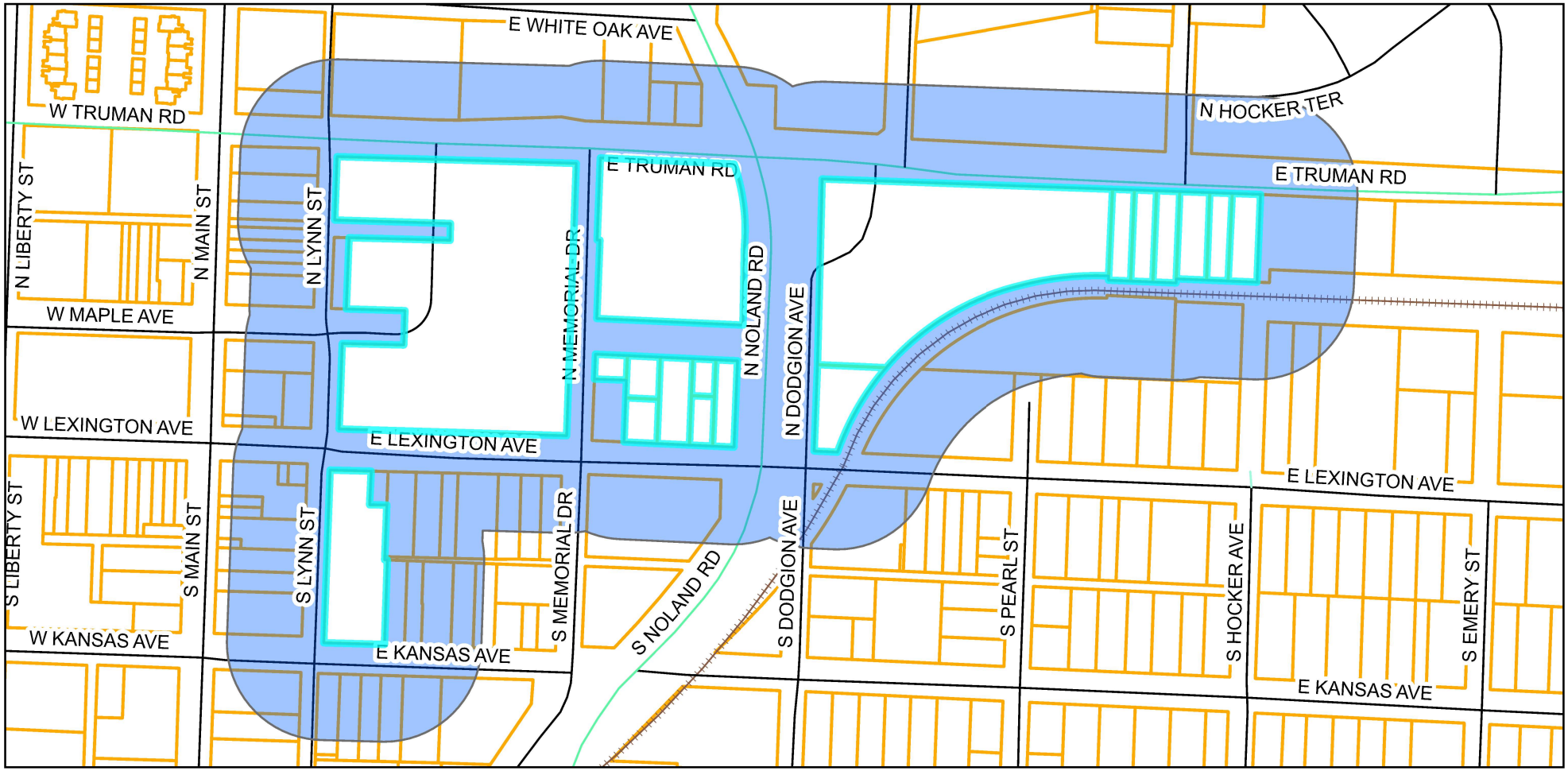
Property Address	Property Owner	Owner Address	City	State	ZIP Code
201 S MAIN ST	VITALE ROSEMARY-TRUSTEE	PO BOX 7027	OVERLAND PARK	KS	66207
101 S MAIN ST	CARL ADRIAN F & SUNA	15800 E 28TH STREET CT S	INDEPENDENCE	MO	64055
211 N MAIN ST	211 MAIN STREET	116 S PLEASANT ST	INDEPENDENCE	MO	64050-3638
107 S 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

INDEPENDENCE
COMMUNITY DEVELOPMENT

Notification Area Map

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

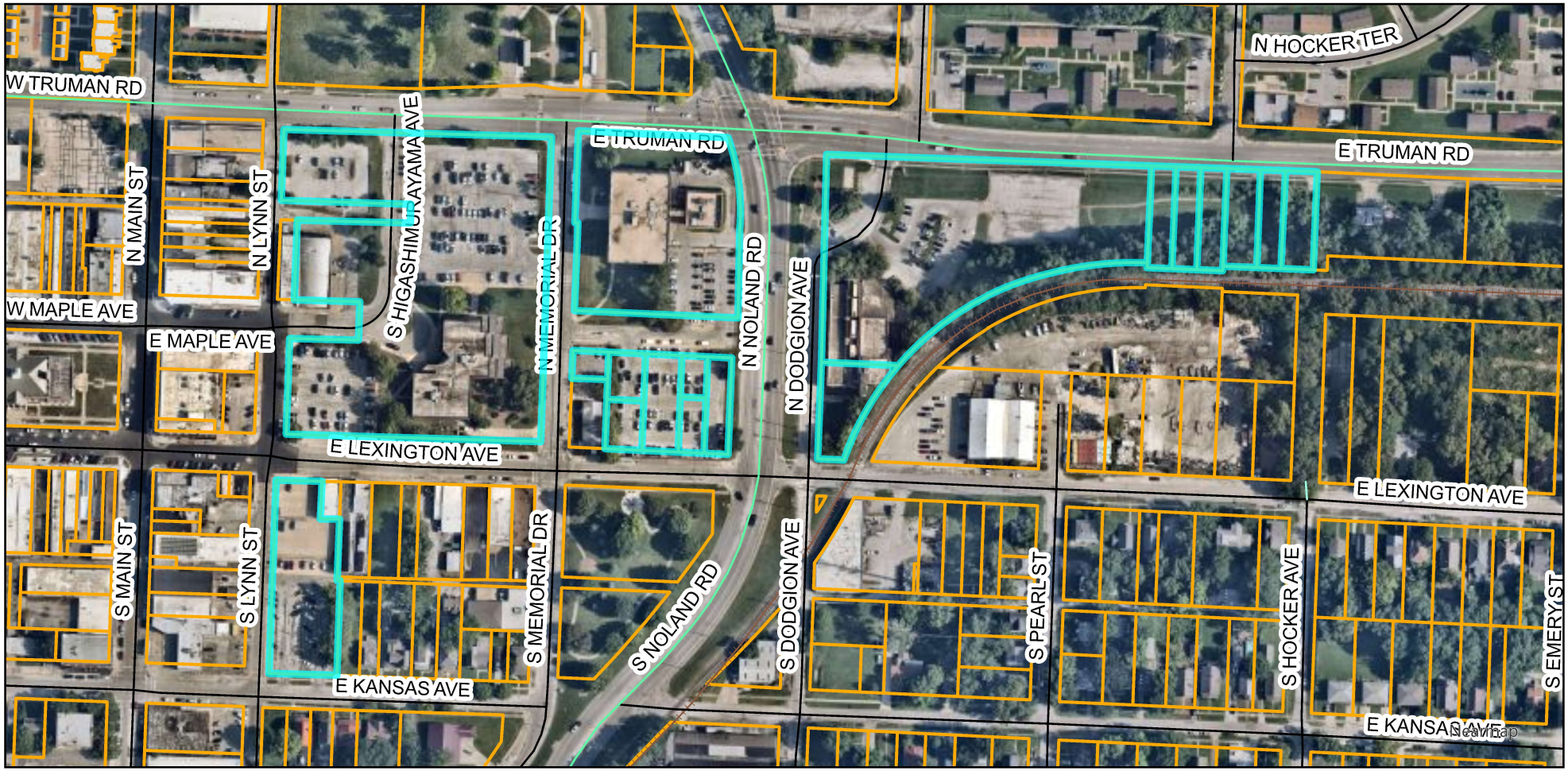
03/12/28

Commission Expiration Date

INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Aerial Imagery

Case #26-100-02



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

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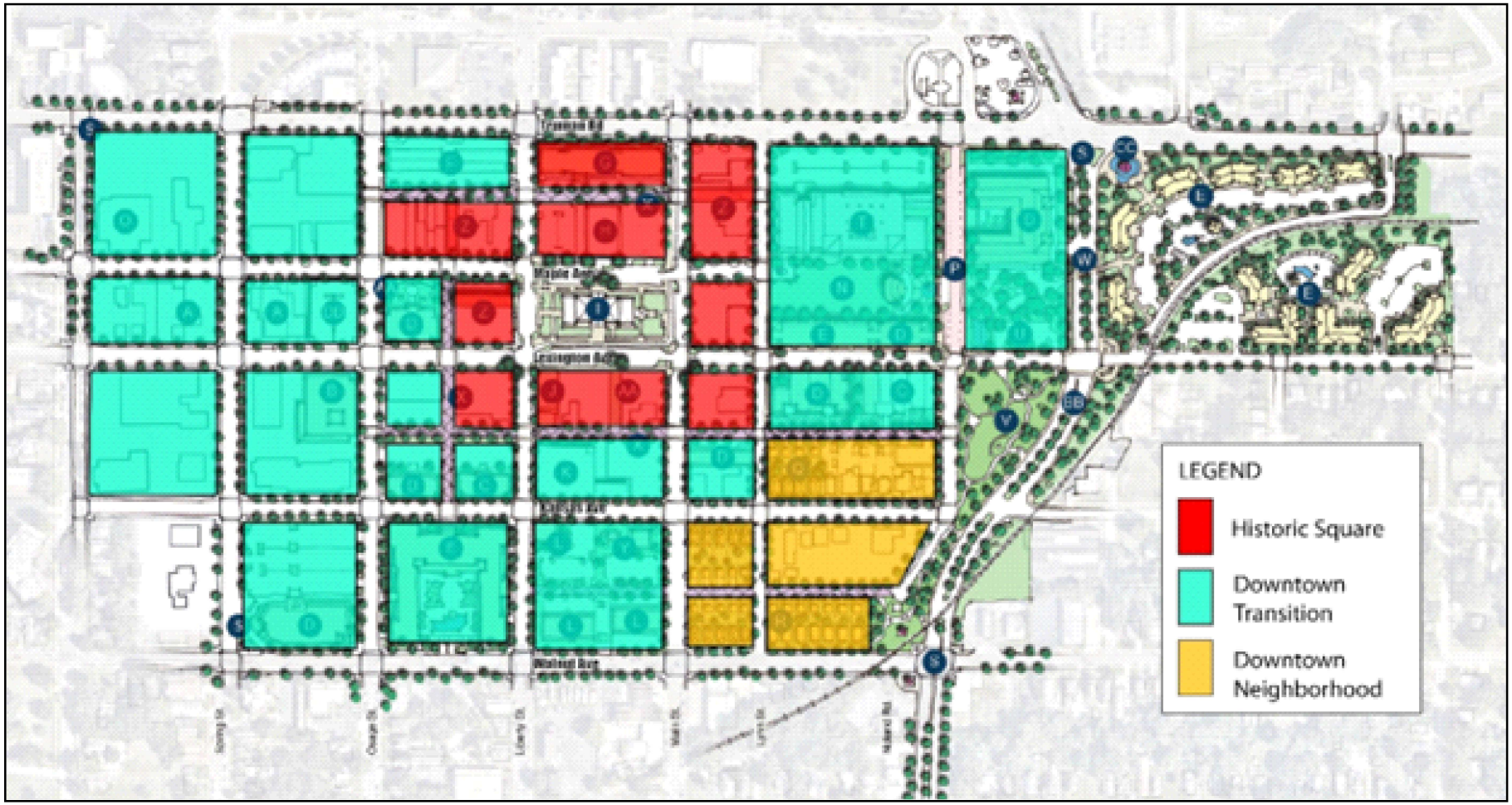
INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

HSQ Sub-District Map

Case #26-100-02



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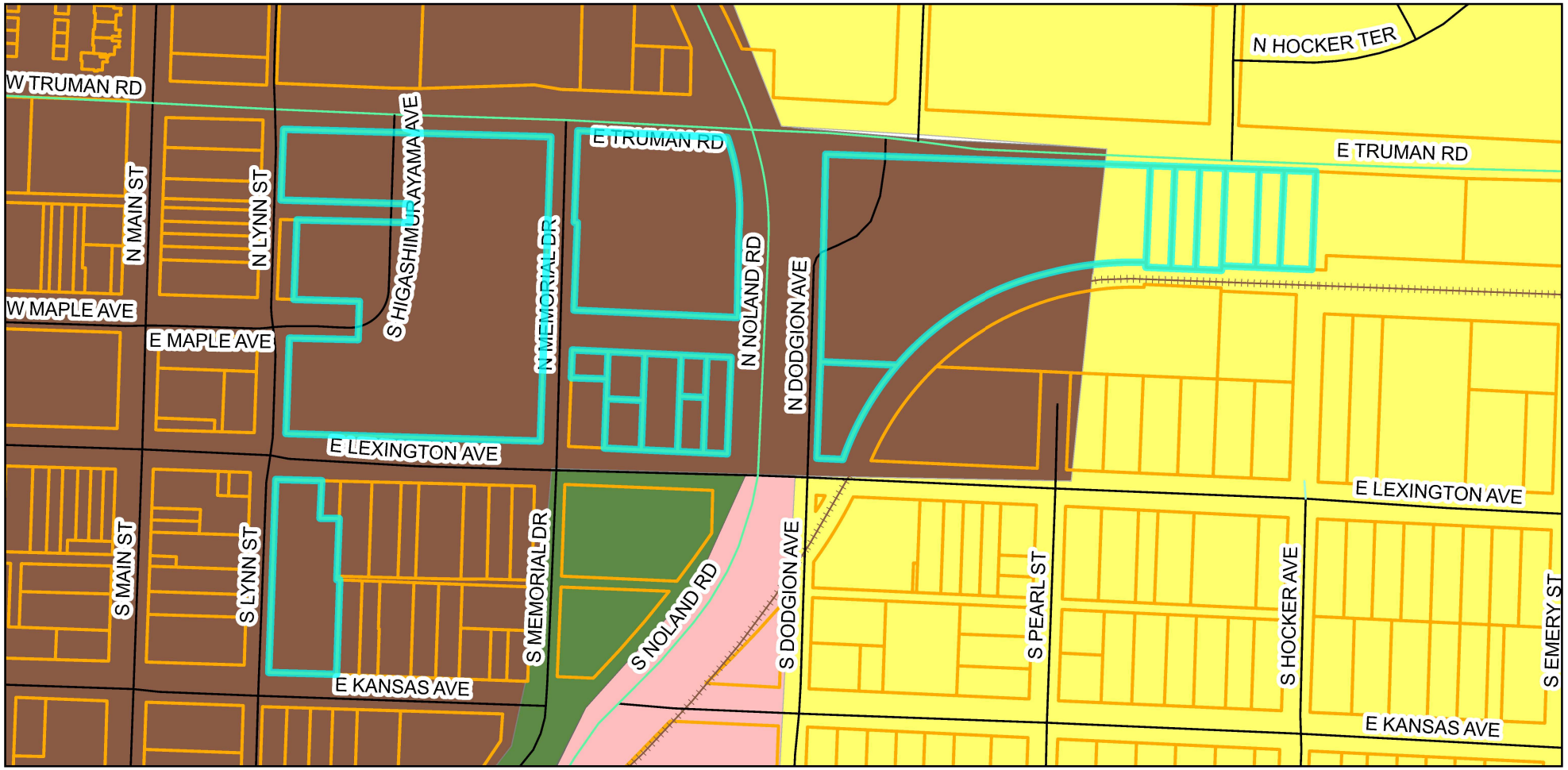
INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

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
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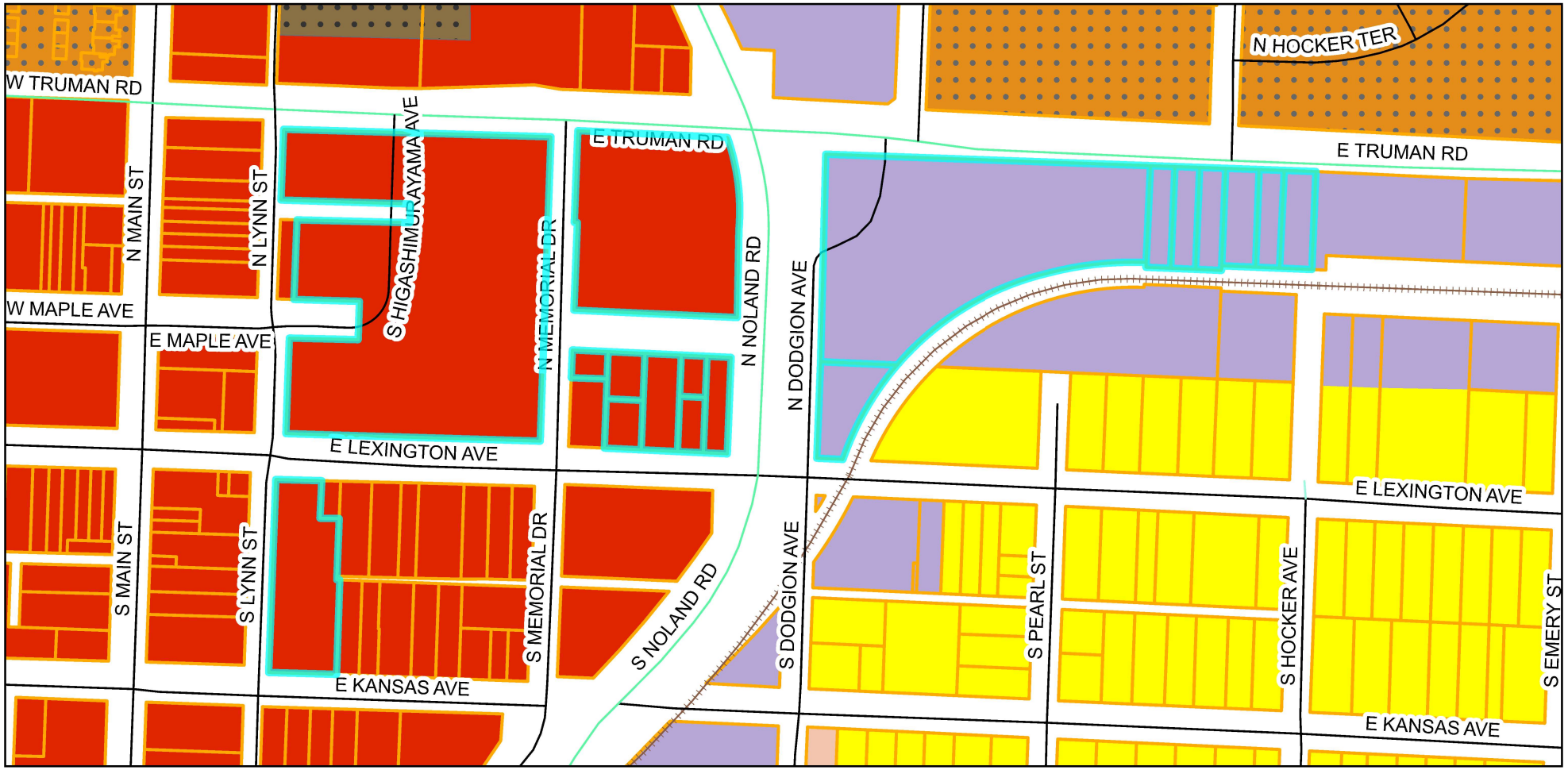
INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

Zoning Map

Case #26-100-02



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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

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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:

26-030 **1R** 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. **1R**

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.

[remainder of page intentionally left blank]

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

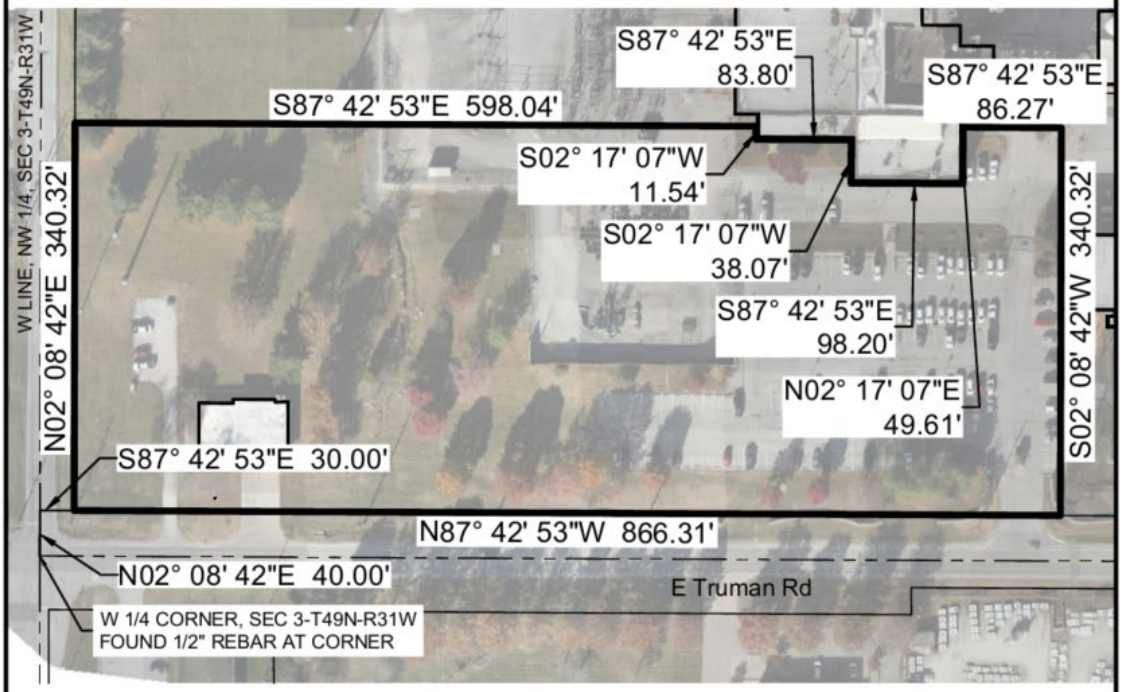
EXHIBIT A-1

Depiction of Land

PAGE 1 of 1

EXHIBIT A
PHASE 1

2026.03.23
SCALE 1"=150'



PHASE 1 DESCRIPTION

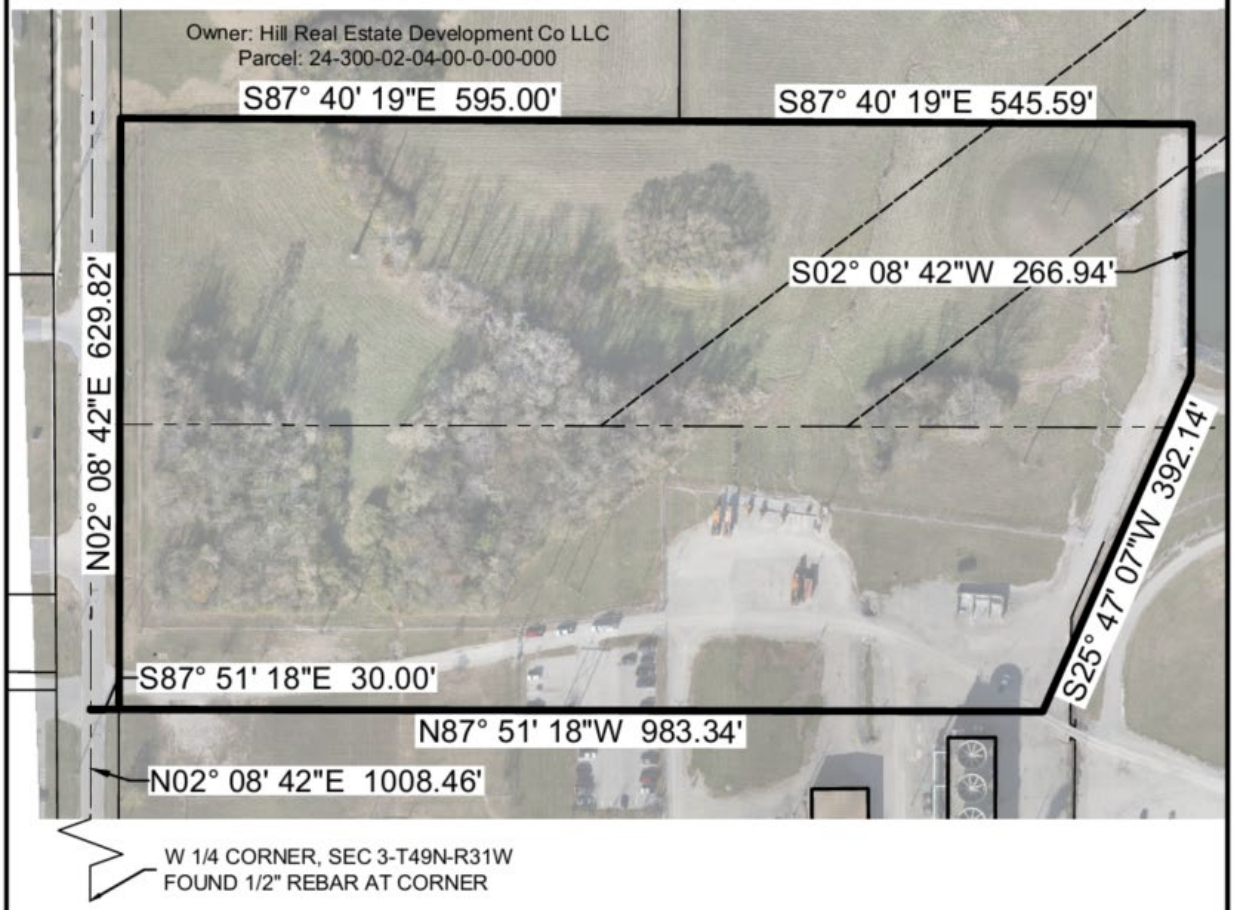
All that portion of the northwest quarter of Section 3, Township 49 North, Range 31 West, Jackson County, Missouri, being a portion of the land conveyed to the City of Independence in Corporation Warranty Deed at Book 639, Page 232 and more particularly described as follows:
Commencing at the west quarter 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'



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

Description 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:
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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.

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;
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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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PHASE 2 DESCRIPTION

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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: _____

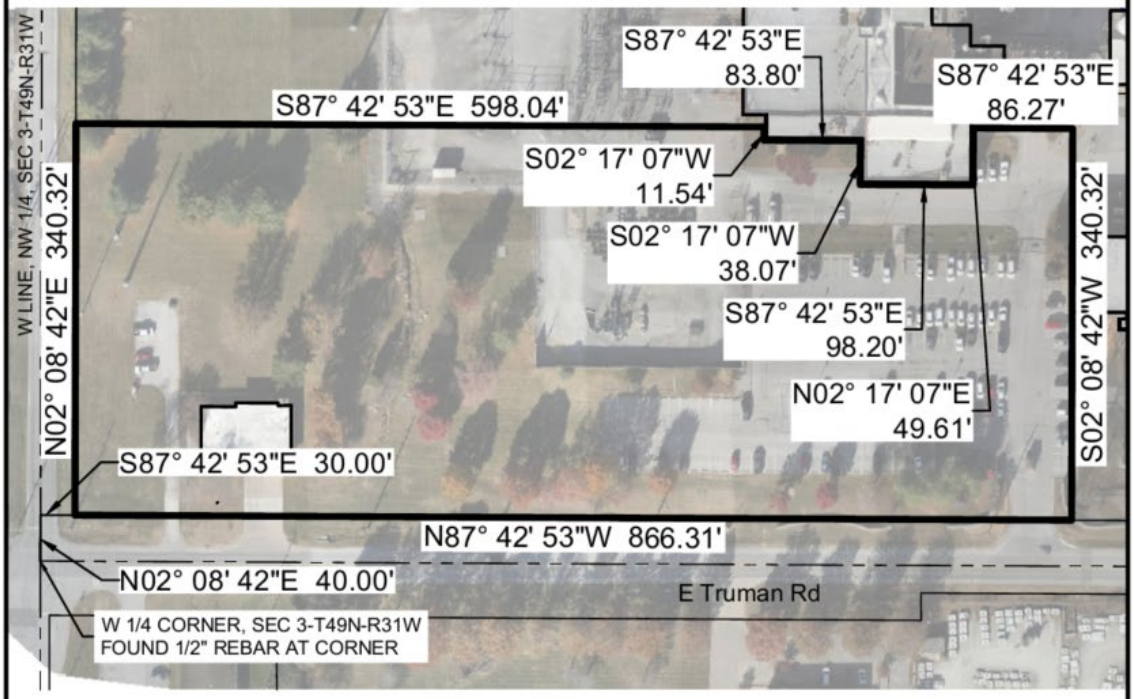
EXHIBIT A

Depiction of Land

PAGE 1 of 1

EXHIBIT A
PHASE 1

2026.03.23
SCALE 1"=150'



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.

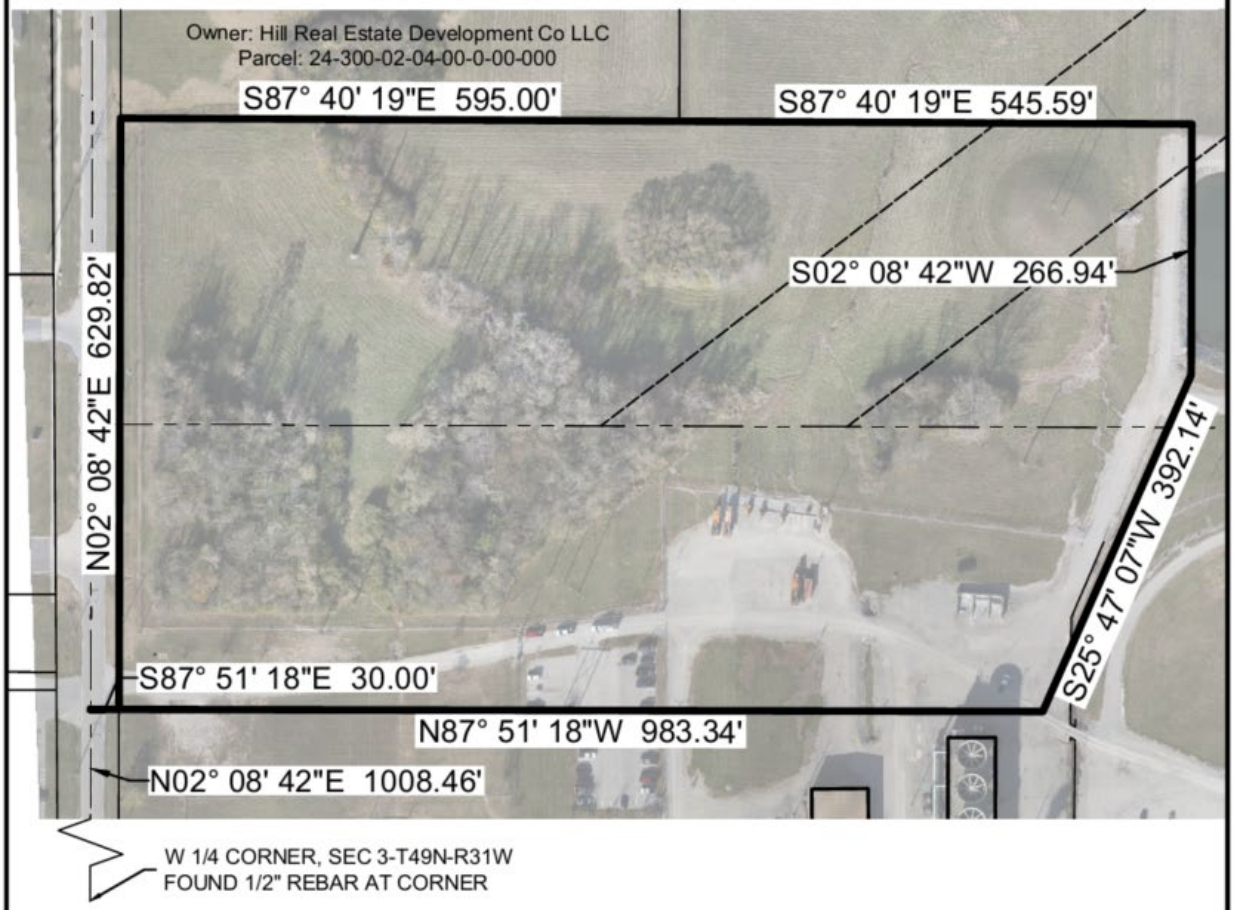
SITEPOINT
A Division of NorthPoint Development
3315 N Oak Trafficway
Kansas City, MO 64116
816.888.7380
sitepoint@northpointkc.com

Exhibit A-1

PAGE 1 of 1

EXHIBIT A
PHASE 2

2026.03.20
SCALE 1"=200'



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;
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

106597533.29

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

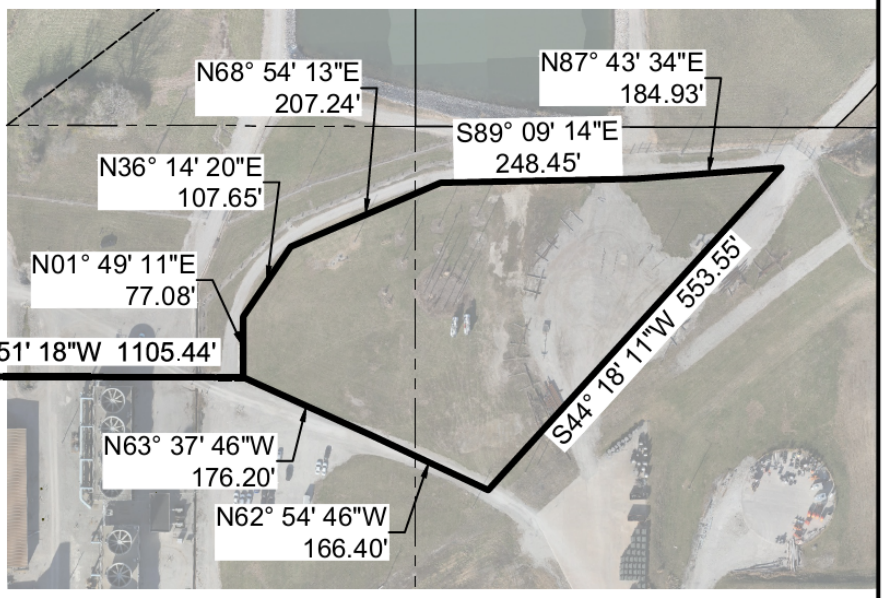
Depiction of Licensed Premises

(Labeled as "Laydown Yard")

PAGE 1 of 1

EXHIBIT A
LAYDOWN YARD

2026.03.20
SCALE 1"=200'



W 1/4 CORNER, SEC 3-T49N-R31W
FOUND 1/2" REBAR AT CORNER

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

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

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. 1.16.014. Continuing confidentiality.
- Sec. 1.16.015. Subsequent representation of private interests.
- Sec. 1.16.016. Prior participation in the negotiation, awarding or administration of contracts.
- Sec. 1.16.017. Prohibited interest in discretionary contracts.

DIVISION 4. - PERSONS DOING BUSINESS WITH THE CITY
- Sec. 1.16.018. Business with the City.
- Sec. 1.16.019. Prohibited and permitted contacts.
- Sec. 1.16.020. Disclosure of contact with City official or employee.
- Sec. 1.16.021. Political contributions.
- Sec. 1.16.022. Rescission of approval.
- Sec. 1.16.023. Prohibited actions by lobbyist compensated by the City.

DIVISION 5. - FINANCIAL DISCLOSURE
- Sec. 1.16.024. ~~Statement of purpose.~~Financial Interest Statement.
- ~~Sec. 1.16.025. Persons required to file disclosure form.~~

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~~Sec. 1.16.026. Filing of reports.~~
~~Sec. 1.16.027. Responsibilities of City Clerk.~~
~~Sec. 1.16.028. Penalties.~~
~~Sec. 1.16.029. Penalties specific to candidates for elected office.~~

DIVISION 6 – CAMPAIGN FINANCE
~~Sec. 1.16.030. Statement of purpose.~~
Sec. 1.16.031. Compliance with State and Federal law.
~~Sec. 1.16.032. Primary and general elections.~~

DIVISION 7. - BOARD OF ETHICS
Sec. 1.16.033. Structure of the Board of Ethics.
Sec. 1.16.034. Jurisdiction and powers.
Sec. 1.16.035. Requests for Advisory Opinions.
Sec. 1.16.036. Complaints.
Sec. 1.16.037. City Counselor's Office.
Sec. 1.16.038. Board of Ethics procedures.
Sec. 1.16.039. Hearing ~~rules~~procedure.
Sec. 1.16.040. Disposition.
Sec. 1.16.041. ~~Procedure for Handling~~ Frivolous Complaints.
Sec. 1.16.042. Finality of Opinions ~~and Findings~~.
Sec. 1.16.043. Public records and open meetings.

DIVISION 8. - ADMINISTRATIVE PROVISIONS
Sec. 1.16.044. Other obligations.
Sec. 1.16.045. Distribution and training.
Sec. 1.16.046. Severability.
Sec. 1.16.047—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~~, 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

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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

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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.

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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.

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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.

(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.*

(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~~:

(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

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

COUNCIL EDITS

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.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: Feb 1, 2026 - Feb 26, 2026
Mailing Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050		
Physical Address: 111 EAST MAPLE, INDEPENDENCE, MO 64050	County: Jackson County	Circuit: 16
Telephone Number:	Fax Number:	
Prepared by: Dawna Cordon	E-mail Address:	
Municipal Judge:		

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	546	24,894	11,011
B. Cases (citations/informations) filed	35	1,287	340
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	8	14
3. court/bench trial - NOT GUILTY	1	1	2
4. plea of GUILTY in court	25	901	182
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	262	0
6. dismissed by court	0	75	14
7. *nolle prosequi*	2	112	57
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	28	1,359	269
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	553	24,822	11,070
E. Trial de Novo and/or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)	
1. # Issued during reporting period	1,176
2. # Served/withdrawn during reporting period	527
3. # Outstanding at end of reporting period	29,122

IV. PARKING TICKETS	
1. # Issued during period	0
☐ Court staff does not process parking tickets	

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: Independence Municipal	Reporting Period: Feb 1, 2026 - Feb 26, 2026

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines - Excess Revenue	$105,844.00
Clerk Fee - Excess Revenue	$11,513.46
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	$354.98
Bond forfeitures (paid to city) - Excess Revenue	$370.00
Total Excess Revenue	$118,082.44
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines - Other	$43,142.25
Clerk Fee - Other	$2,970.77
Judicial Education Fund (JEF) ☐ Court does not retain funds for JEF	$0.00
Peace Officer Standards and Training (POST) Commission surcharge	$1,207.03
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	$8,606.05
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	$91.58
Law Enforcement Training (LET) Fund surcharge	$2,418.50
Domestic Violence Shelter surcharge	$4,853.00
Inmate Prisoner Detainee Security Fund surcharge	$2,421.50
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) - Other	$4,210.00
Total Other Revenue	$69,920.68

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Bad Check Fee	$125.00
Court Automation	$8,449.13
Law Enf Arrest-Local	$3,867.50
Total Other Disbursements	$12,441.63
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	$200,444.75
Bond Refunds	$7,556.00
Total Disbursements	$208,000.75

Municipal Division Summary Reporting

16th Judicial Circuit - Jackson County - Independence Municipal Division

I. COURT INFORMATION

Reporting Period:			
February	2026	Court activity occurred in reporting period: Yes	
Clerk's Physical Address:		**Mailing Address:**	**Vendor**
111 East Maple Independence, MO 64051		PO Box 1019 Independence, MO 64051	Incode (Tyler Technologies)
Telephone Number:		**Fax Number:**	
(816) 325-7235			
Prepared by:		**Prepared by E-mail Address:**	**Municipal Judge(s) Active During Reporting Period:**
Dawna Cordon		dawna.cordon@courts.mo.gov	Garry L Helm,Susan G. Watkins

II. MONTHLY CASELOAD INFORMATION		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month		8,592	78,415	43,697
B. Cases (citations / informations) filed				
C. Cases (citations / informations) disposed				
	1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
	2. court / bench trial - GUILTY	0	0	0
	3. court / bench trial - NOT GUILTY	0	0	0
	4. plea of GUILTY in court	0	0	0
	5. violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	107	39
	6. dismissed by court	0	0	6
	7. nolle prosequi	1	14	11
	8. certified for jury trial (not heard in the Municipal Division)	0	0	0
	9. TOTAL CASE DISPOSITIONS	1	121	56
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) – C9]		8,591	78,294	43,641
E. Trial de Novo and / or appeal applications filed		0	0	0

Municipal Division Summary Reporting

Court Information	Municipality: 16th Judicial Circuit - Jackson County - Independence Municipal Division	Reporting Period: February - 2026

III. WARRANT INFORMATION (pre- & post-disposition)		IV. PARKING TICKETS	
1. # Issued during reporting period:	241	Does court staff process parking tickets? Yes	
2. # Served/withdrawn during reporting period:	494	1. # Issued during reporting period:	0
3. # Outstanding at end of reporting period:	36,140		

V. DISBURSEMENTS	
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)	
Fines – Excess Revenue	$6,605.00
Clerk Fee – Excess Revenue	$695.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Excess Revenue	$0.00
Bond forfeitures (paid to city) – Excess Revenue	$1,460.00
Total Excess Revenue	**$8,760.00**
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)	
Fines – Other	$12,736.62
Clerk Fee – Other	$706.00
Judicial Education Fund (JEF) Court does not retain funds for JEF: Yes	
Peace Officer Standards and Training (POST) Commission surcharge	$119.00
Crime Victims Compensation (CVC) Fund surcharge – Paid to State	$837.47
Crime Victims Compensation (CVC) Fund surcharge – Paid to City/Other	$0.00
Law Enforcement Training (LET) Fund surcharge	$230.00
Domestic Violence Shelter surcharge	$462.00
Inmate Prisoner Detainee Security Fund surcharge	$236.50
Restitution	$0.00
Parking ticket revenue (including penalties)	$0.00
Bond forfeitures (paid to city) – Other	$4,980.00
Total Other Revenue	**$20,307.59**
Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Copies, certified copies, records checks	$132.00
Total Other Disbursements	**$132.00**
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	**$29,199.59**
Bond Refunds	$1,950.00
Total Disbursements	**$31,149.59**

PAVILIONS AT HARTMAN HERITAGE COMMUNITY IMPROVEMENT DISTRICT

FYE 6/30/2027 BUDGET

Budget Messages:

The Pavilions at Hartman Heritage Community Improvement District was established by the City Council for the City of Independence, Missouri on July 7, 2025 by Ordinance No. 19691. The District was formed for the purpose of providing funding for the improvements, formation costs and operating/adminitrative costs of the District. The District's sole sources of revenue is a 1% CID sales and use tax, the collection of the CID sales tax is anticipated to commence on January 1, 2026

		FYE 6/30/2027* (proposed)		FYE 6/30/2026* (proposed)
FUNDS AVAILABLE:				
Cash on Hand (Beginning of Fiscal Year)	$	20,000		N/A
ESTIMATED REVENUE:				
CID Sales/Use Tax (1% effective 1/1/2026)	$	240,000	$	20,000
Developer Advances	$	-	$	30,000
TOTAL ESTIMATED FUNDS AVAILABLE & REVENUE:	$	260,000	$	50,000
ESTIMATED EXPENDITURES:				
Costs of Formation of the District	$	-	$	30,000
District Administrative Costs	$	5,000	$	-
City Reimbursable Costs	$	-	$	-
Interest on Improvements Costs	$	-		
Improvements Costs	$	240,000	$	-
TOTAL ESTIMATED EXPENDITURES:	$	245,000	$	30,000
FUNDS AVAILABLE:				
- Cash on Hand End of Fiscal Year	$	15,000	$	20,000

* Estimated values.

NEW TOWN AT HARMONY
COMMUNITY IMPROVEMENT DISTRICT

ANNUAL BUDGET
YEAR ENDING JUNE 30, 2026

PRELIMINARY BUDGET
YEAR ENDING JUNE 30, 2027

BUDGET MESSAGE

May 7, 2018 the City of Independence, Missouri (the "City") approved Ordinance No. 18879 (the "Ordinance"), which established the New Town at Harmony Community Improvement District (the "District") as a political subdivision of the State of Missouri pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

The Ordinance provided that the District be established for the sole purpose of funding various public improvements within the District boundaries (the ***"Project"***), which public improvements are anticipated to be made in connection with the development, operation and maintenance of a mixed-use development containing residential, commercial/retail, senior living and hospitality/entertainment uses. Specifically, the District is proposed to provide funding for the following items: 1) pedestrian or shopping malls and plazas; 2) community gathering spaces; 3) parks, lawns, trees, and any other landscape; 4) sidewalks, trails, streets, ramp, traffic signs; 5) utilities, drainage, water, storm and sewer systems; 5) streetscape, lighting, trash receptacles, marquees, walls, and barriers; and 6) accompanying grading, site work, blasting, or other related infrastructure or site improvements in connection with items 1) through 6).

The Board of Directors of the District have not imposed a sales and use tax (the ***"CID Sales Tax"***) to date, however the CID does have the authority to impose a sales and use tax at the rate of one percent (1%) on the receipts from the sale at retail of all eligible tangible personal property or taxable services within its boundaries pursuant to the CID Act.

On July 9, 2025, the Board of Directors of the District approved Resolution 25-____ imposing a special assessment (the "CID Special Assessment") based upon the square footage of each lot that has been issued an occupancy permit.

In fiscal year ending June 30, 2026, the District anticipates no CID sales tax revenues and special assessment revenues of $-0-. The District expects expenditures as follows. Project cost reimbursement of $-0- administration expense. The District expects to issue Certificates during the following fiscal year.

In fiscal year ending June 30, 2027, the District anticipates no CID sales tax revenues and special assessment revenues of $50,000. The District expects expenditures as follows. Project cost reimbursement of $-0- administration expense of $8,600. The District expects to issue Certificates during the fiscal year in the amount of $500,000.

NEW TOWN AT HARMONY COMMUNITY IMPROVEMENT DISTRICT
Preliminary Budget
FISCAL YEAR END June 30, 2027

	Proposed 2027 Budget
Income	
Interest	0.00
CID Special Assessment	50,000.00
Total Income	50,000.00
Expense	
Operational Expenses	
Administration	7,500.00
Banking Fees	100.00
Legal Fees	1,000.00
Total Operational Expenses	8,600.00
Developer Reimbursement	0.00
Total Expense	8,600.00
Net Income	**41,400.00**

Beginning Balance	**$ -**
Ending Balance	**$ 41,400.00**

Obligation Outstanding	Balance 7/1/2025	Issued in FYE 2026	Retired in FYE 2026	Balance 6/30/2026
Certificate No.1	$ -	$ 500,000	$ -	**$ 500,000.00**
Total	**$ -**	**$ 500,000**	**$ -**	**$ 500,000.00**

Note: Legal and Administrative costs will be paid by the Developer until such time as the CID has revenues to pay.

NEW TOWN AT HARMONY COMMUNITY IMPROVEMENT DISTRICT
Annual Budget
FISCAL YEAR END June 30, 2026

	2026 Budget
Income	
Interest	0.00
CID Special Assessment	0.00
Total Income	0.00
Expense	
Operational Expenses	
Administration	0.00
Banking Fees	0.00
Legal Fees	0.00
Total Operational Expenses	0.00
Developer Reimbursement	0.00
Total Expense	0.00
Net Income	**0.00**

Beginning Balance	$ -
Ending Balance	$ -

Obligation Outstanding	Balance 7/1/2024	Issued in FYE 2025	Retired in FYE 2025	Balance 6/30/2025
Certificate No.1	$ -	$ -	$ -	$ -
Total	**$ -**	**$ -**	**$ -**	**$ -**

Note: Legal and Administrative costs will be paid by the Developer until such time as the CID has revenues to pay.

NEW TOWN AT HARMONY COMMUNITY IMPROVEMENT DISTRICT
Budget to Actual
FISCAL YEAR END June 30, 2025

	Actual FYE 2025	FYE 2025 Budget
Income		
CID Special Assessment	0.00	0.00
Total Income	0.00	0.00
Expense		
Operational Expenses		
Administration	0.00	0.00
Banking Fees	0.00	0.00
Legal Fees	0.00	0.00
Total Operational Expenses	0.00	0.00
Developer Reimbursement	0.00	0.00
Total Expense	0.00	0.00
Net Income	**0.00**	**0.00**

Beginning Balance	$ -
Ending Balance	$ -