INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

City Council Regular Meeting

June 1, 2026
6:00 PM, 20201 E. Jackson Drive
First Floor, Council Chambers
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 Michael Jones, Reverend of Grace Connection Church

THE PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION RESOLUTIONS

1. 26-731 A resolution recognizing Crystal Jeffries, Financial Analyst in the Municipal Services Department, as the ISTAR Award recipient for June 2026. **Item passes 7-0 Res. No. 7220**

PROCLAMATIONS

CITIZEN REQUESTS

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes from the May 4 and May 18 2026 Regular City Council Meetings **Approved**

2. Council action is requested to expend $180,000.00 to Anixter for Itron Meters, and to authorize change orders of up to ten percent (10%) of the authorized amount, for the

Power & Light Department (IPL). **Item passes 7-0**

3. Council action is requested to expend $500,000 to Arkansas Electric Cooperatives for pole-mount and pad-mount transformers and to authorize change orders of up to ten percent (10%) of the authorized amount for the Power & Light Department (IPL). **Approved**

4. Council action is requested to issue a purchase order to Altec Industries Inc. in the amount of $400,827.00 and to authorize change orders of up to ten percent (10%) of the authorized amount, for a DH48 Digger Derrick for Power & Light (IPL). **Approved**

5. Council action is requested to authorize the City Manager to execute a Public Consumption Agreement with the Independence Square Association for a period between June 4, 2026 and October 31, 2026 for an area generally within the boundary of Noland Road, Truman Road, Spring Street and Kansas Avenue. **Item passes 7-0**

RESOLUTIONS

1. 26-725 A resolution appointing Councilmembers to certain boards and commissions as Councilmember Liaisons **Approved Res. No. 7221**

2. 26-726 A resolution reappointing Councilmember Perkins and Councilmember Wiley and appointing Councilmember Atkinson to the Audit and Finance Committee **Approved Res. No. 7222**

3. 26-727 A resolution appointing members to the Board of Directors of the Independence Events Center Community Improvement District. **Approved Res. No. 7223**

4. 26-728 A resolution approving Savers, a secondhand retail store that receives inventory through donations, to be located at 16607 East 23rd Street South in the Hub Drive Tax Increment Financing Redevelopment Plan area. **Item passes 7-0 Res. No. 7224**

5. 26-729 A resolution appointing Jonathan Lotz to the Street Improvement Oversight Committee **Approved Res. No. 7225**

6. 26-730 A resolution reappointing Ron Bruch as the alternate City Representative on the Jackson County Board of Equalization when said board is considering assessments of property within the City of Independence **Approved Res. No. 7226**

7. 26-731 A resolution authorizing acceptance of a grant in the amount of $1,266,750 from the Missouri Department of Transportation for reimbursement of Drug Enforcement Expert (DRE) Conference Fees and overtime programs for the Police Department for Impaired Driving Enforcement and Youth Alcohol Liquor Compliance Checks from October 1, 2026, to September 30, 2027, and authorizing future change orders and/or time extensions for the same project to September 20, 2027. **Approved Res. No. 7227**

8. 26-732 A resolution authorizing acceptance of a grant in the amount of $485,000.00 from the Missouri Department of Transportation to cover attendance at the annual Law Enforcement Traffic Safety and Advisory Council (LETSAC) Conference and Overtime Programs for Hazardous Moving Violations Enforcement from October 1, 2026, to September 30, 2027, and authorizing future change orders, extensions, amendments or addendums for additional funding for the same project to September 20, 2027. **Approved Res. No. 7228**

9. 26-733 A resolution authorizing acceptance of a grant in the amount of $26,000.00 from the Missouri Department of Transportation for reimbursement of overtime for pedestrian safety enforcement programs from October 1, 2026, to September 30, 2027, and authorizing future change orders, extensions, amendments or addendums for additional funding for the same project to September 20, 2027. **Approved Res. No. 7229**

10. 26-734 A resolution authorizing acceptance of a grant in the amount of $20,000.00 from the Missouri Department of Transportation for reimbursement of overtime for Occupant Protection Enforcement Programs from October 1, 2026, to September 30, 2027, and authorizing future change orders, extensions, amendments or addendums for additional funding for the same project to September 20, 2027. **Approved Res. No. 7230**

REGULAR AGENDA

PUBLIC HEARING(S)

1. Fiscal Year 2026-27 Proposed Budget Hearing. ***Full Public Hearing.***

   26-063 **1R** An ordinance adopting the Annual Operating and Capital Budgets of the City of Independence, Missouri, for the Fiscal Year July 1, 2026 - June 30, 2027; estimating the revenues for the fiscal year, appropriating sums for the purposes stated in said Budget, establishing Operating Transfers, designating Fund Balance Allocations, establishing the authorized Table of Organization, and designating those who may make a requisition for encumbrances against appropriations. **1R Read**

ORDINANCES

1. 26-038 **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. 19810**

2. 26-039 **2R** An ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the 33rd and Willis Emergency Stormwater Project (Project No. 131802-19); 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. 19811**

3. 26-040 **2R** An ordinance approving the Noland Fashion Square Tax Increment Financing Redevelopment Plan, establishing a redevelopment area, designating the redevelopment area as a blighted area, making other required findings for the redevelopment plan, designating a developer, approving a redevelopment agreement with the developer and directing staff to implement the redevelopment plan. **2R** **Item passes 7-0 Ord. No. 19812**

4. 26-041 **2R** An ordinance approving Redevelopment Project 1 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 1. **2R** **Item Postponed Indefinitely 7-0**

5. 26-042 **2R** An ordinance approving Redevelopment Project 2 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 2. **2R** **Item Postponed Indefinitely 7-0**

6. 26-043 **2R** An ordinance approving Redevelopment Project 3 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 3. **2R** **Item Postponed Indefinitely 7-0**

7. 26-044 **2R** An ordinance approving Redevelopment Project 4 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 4. **2R** **Item Postponed Indefinitely 7-0**

8. 26-045 **2R** An ordinance approving Redevelopment Project 5 for the Noland Fashion

Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 5. **2R** **Item Postponed Indefinitely 7-0**

9. 26-046 **2R** An ordinance approving Redevelopment Project 6 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 6. **2R** **Item Postponed Indefinitely 7-0**

10. 26-047 **2R** An ordinance approving Redevelopment Project 7 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 7. **2R** **Item Postponed Indefinitely 7-0**

11. 26-048 **2R** An ordinance approving Redevelopment Project 8 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 8. **2R** **Item Postponed Indefinitely 7-0**

12. 26-049 **2R** An ordinance approving Redevelopment Project 9 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 9. **2R** **Item Postponed Indefinitely 7-0**

13. 26-050 **2R** An ordinance approving Redevelopment Project 10 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 10. **2R** **Item Postponed Indefinitely 7-0**

14. 26-051 **2R** An ordinance approving Redevelopment Project 11 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 11. **2R** **Item Postponed Indefinitely 7-0**

15. 26-053 **2R** An ordinance supporting the formation of the Noland Fashion Square Transportation Development District and approving a cooperative agreement. **2R** **Item passes 7-0 Ord. No. 19813**

16. 26-054 **2R** An ordinance approving the petition for amendment of the Noland Fashion Square Community Improvement District, making findings and authorizing certain actions related thereto, including the execution of a cooperative agreement. **2R** **Item passes 7-0 Ord. No. 19814**

17. 26-055 **2R** An ordinance approving a plan for an industrial development project; authorizing the City of Independence, Missouri to issue taxable industrial development revenue bonds in a principal amount not to exceed $75,000,000 in connection with the Noland Fashion Square Redevelopment Project; and authorizing certain documents and actions in connection therewith. **2R** **Item passes 7-0**
Ord. No. 19815

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

ADJOURNMENT

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

City Council Regular Meeting Minutes

May 18, 2026 6:00 PM

20201 E. Jackson Drive
First Floor, Council Chambers
Independence, MO 64057

INVOCATION

1. The Invocation will be given by Reverend Michael Jones of the Grace Connection Church

Reverend Michael Jones of the Grace Connection Church gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Kevin King, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Brice Stewart, Jennie Vaught, John Perkins, Heather Wiley, Cody Atkinson, and Jackie Dorman. Absent – none.

PROCLAMATIONS

A proclamation for Fire Prevention Week was presented to Battalion Chief John Burrell and AMR Battalion Chief Ashley Welcher.

CITIZEN REQUESTS

The item was presented, and discussion followed.

Councilmember Stewart moved to suspend the rules of procedure to allow non-residents to speak. Motion seconded by Councilmember Perkins.
AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins,

Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Motion passes 7-0 allowing non-residents to speak.

Phil LeVota, County Executive, spoke about the parking around the Independence Square.
Jarvis Sackman, Independence Chamber of Commerce, spoke about the Noland Fashion Square.
Mary Wilcox spoke about issues she is having with the Codes Department.

CONSENT AGENDA

Councilmember Perkins moved to approve the Consent Agenda. Motion seconded by Councilmember Dorman.

items pulled for special consideration were resolutions 26-725 and 26-7226 both pulled by Councilmember Perkins.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

The consent agenda, minus resolutions 26-725 and 26-726 passes 7-0

Reports and Recommendations of the City Manager

1. Approval of minutes from the April 8 and April 20 2026 Regular City Council Meetings **Approved**

2. Council action is requested to authorize the City Manager to approve Change Order #1 to the existing emergency repair contract (PO#26001633) with SHEDIGS IT, LLC, for a revised contract amount not to exceed $148,650, and authorizing change orders up to ten percent (10%) of the authorized amount, to complete the Madison Rd Sanitary Sewer Repair as part of the Neighborhood Sanitary Sewer Improvements Project (No. 302004). **Approved**

3. Council action is requested to authorize the City Manager to approve Change Order #4 to the existing design services contract (PO#23001180) with Olsson Associates, for a revised contract amount not to exceed $446,884.75, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Rockwood Storm Drainage Improvements Project (No. 132202). **Approved**

4. Council approval is requested to authorize the City Manager to approve Change Order #1 on the existing contract (PO#26000339) with USIC to expend an additional

$26,000, and authorizing ten percent (10%) of the authorized amount for future change orders by the Sanitary Sewer Division of Municipal Services for utility locating services in the remainder of Fiscal Year 2025-2026. **Approved**

5. Council approval is requested to authorize the City Manager to approve Change Order #2 on the existing contract (PO#26000022) with Davenport Construction to expend an additional $50,000, and authorizing ten percent (10%) of the authorized amount for future change orders, by the Sanitary Sewer Division of Municipal Services for asphalt patch repairs in the remainder of Fiscal Year 2025-2026. **Approved**

6. Council action is requested to expend $250,000.00 to Anixter, for Power Distribution Transformers and to authorize change orders of up to ten percent (10%) of the authorized amount, for the Power & Light Department (IPL). **Approved**

7. Council action is requested to authorize the City Manager to approve Change Order #1 to Purchase Order #26000323 with Midwest Public Risk, for a revised contact amount not to exceed $929,887, for additions in property and/or vehicles to the City's non-utility property insurance policies. **Approved**

RESOLUTIONS

1. 26-722 A resolution amending Article IV as it pertains to Personal Business Leave in the City of Independence Policies and Procedures Manual. **Approved Res. No. 7213**

2. 26-723 A resolution to amend Article VI Separation and Disciplinary Action as it pertains to the Termination language in the City of Independence Policies and Procedures Manual. **Approved Res. No. 7214**

3. 26-724 A Resolution Establishing and Appointing Members to the Nebius Community Advisory Board. **Approved Res. No. 7215**

4. 26-725 A resolution appointing Councilmembers to certain boards and commissions as Councilmember Liaisons **Item Postponed to 6/1/26 7-0**

Councilmember Perkins moved to postpone this item to June 1st, 2026. Motion seconded by Councilmember Wiley.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item is postpones to June 1st 7-0

5. 26-726 A resolution reappointing Councilmember Perkins and Councilmember Wiley and appointing Councilmember Atkinson to the Audit and Finance Committee **Item Postponed to 6/1/26 7-0**

Councilmember Perkins moved to postpone this item to June 1st, 2026. Motion seconded by Councilmember Wiley.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item is postponed to June 1st, 7-0

6. 26-727 A resolution appointing Amber Bauer as a member of the House Authority Commission of the City of Independence, Missouri **Approved Res. No. 7216**

7. 26-728 A resolution appointing Caleb Holder as a member of the Board of Adjustment for the City of Independence, Missouri **Approved Res. No. 7217**

8. 26-729 A resolution appointing Cassie Nave and reappointing Mark Scherer to the Heritage Commission of the City of Independence, Missouri **Approved Res. No. 7218**

9. 26-730 A resolution reappointing Danjela Book, Jennae Segura Brown, and Cassy Pallo as members of the Japanese Sister City Committee of the City of Independence, Missouri **Approved Res. No. 7219**

REGULAR AGENDA

PUBLIC HEARING(S)

1. A full public hearing for a Retail Selling of Intoxicating Liquor License application for Truman Stop located at 11715 E. US Highway 24. ***Full Public Hearing.***

Tom Scannell, Director of Community Development presented this item. Applicant is seeking a license to sell liquor at to the Truman Stop. This business previously had license when it was owned by a previous owner. The new owner is seeking a new license. The business is located within 300 feet of a residential area which causes it to require City Council approval.
No other speakers came forward.

Council action is requested on the application received from Truman Stop for Retail Selling of Intoxicating Liquor of all kinds in the original package that will

be located at 11715 E. US Highway 24. **Item passes 7-0**

Councilmember Atkinson moved to approve the item as presented. Motion seconded by Councilmember Wiley.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

2. A public hearing regarding Noland Fashion Square Tax Increment Financing Redevelopment Plan, Redevelopment Area and Redevelopment Projects. ***Full Public Hearing.***

David Martin with Gilmore and Bell Law Firm presented this item. He offered exhibits 1-8 for the record and discussed the generalities of this project.

3. A public hearing regarding the Petition for Amendment of the Noland Fashion Square Community Improvement District. ***Full Public Hearing.***

Richard Dube, President of Tri-Land Properties, Inc. discussed the proposed development for this area. He also presented a video of the current condition of Noland Fashion Square as well as plans/maps for proposed renovations and businesses. Chief Jimmy Walker discussed the number and type of calls that IFD has responded to this area over the past few years and the issues they've seen. Tom Scannell discussed the dangerous buildings issues found in this location. John Hansen with Managing Director of IR Corporate and Public Finance.

Leigh Williams spoke in favor of this project.

4. A public hearing regarding the Plan for an Industrial Development Project for the Noland Fashion Square Redevelopment Project. ***Full Public Hearing.***

David Martin presented this item as well. This public hearing is about the petition for the amendment of the Noland Fashion Square CID. David offered into the record exhibits 1-5. No one came forward to speak on this item.

ORDINANCES

1. 26-037 2R An ordinance adopting amendments to the Fiscal Year 2025-2026 Budget, which was approved by Ordinance No. 19682; and authorizing the City Manager to issue the purchase order for a total amount of $769,817.00 to Design Mechanical, and authorizing further change orders of up to ten percent (10%) of the authorized amount. 2R **Item passes 7-0 Ord. No. 19809**

This is to replace two HVAC systems at the Commons.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

FIRST READING(S)

1. 26-038 **1R** An ordinance adopting amendments to the Fiscal Year 2025-2026 Budget, which was approved by Ordinance No. 19682. 1R **Read**

2. 26-039 **1R** An ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the 33rd and Willis Emergency Stormwater Project (Project No. 131802-19); 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**

3. 26-040 **1R** An ordinance approving the Noland Fashion Square Tax Increment Financing Redevelopment Plan, establishing a redevelopment area, designating the redevelopment area as a blighted area, making other required findings for the redevelopment plan, designating a developer, approving a redevelopment agreement with the developer and directing staff to implement the redevelopment plan. **1R**

4. 26-041 **1R** An ordinance approving Redevelopment Project 1 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 1. **1R**

5. 26-042 **1R** An ordinance approving Redevelopment Project 2 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 2. **1R**

6. 26-043 **1R** An ordinance approving Redevelopment Project 3 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 3. **1R**

7. 26-044 **1R** An ordinance approving Redevelopment Project 4 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 4. **1R**

8. 26-045 **1R** An ordinance approving Redevelopment Project 5 for the Noland Fashion

Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 5. **1R**

9. 26-046 **1R** An ordinance approving Redevelopment Project 6 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 6. **1R**

10. 26-047 **1R** An ordinance approving Redevelopment Project 7 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 7. **1R**

11. 26-048 **1R** An ordinance approving Redevelopment Project 8 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 8. **1R**

12. 26-049 **1R** An ordinance approving Redevelopment Project 9 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 9. **1R**

13. 26-050 **1R** An ordinance approving Redevelopment Project 10 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 10. **1R**

14. 26-051 **1R** An ordinance approving Redevelopment Project 11 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 11. **1R**

15. 26-053 **1R** An ordinance supporting the formation of the Noland Fashion Square Transportation Development District and approving a cooperative agreement. **1R**

16. 26-054 **1R** An ordinance approving the petition for amendment of the Noland Fashion Square Community Improvement District, making findings and authorizing certain actions related thereto, including the execution of a cooperative agreement. **1R**

17. 26-055 **1R** An ordinance approving a plan for an industrial development project; authorizing the City of Independence, Missouri to issue taxable industrial development revenue bonds in a principal amount not to exceed $75,000,000 in connection with the Noland Fashion Square Redevelopment Project; and authorizing certain documents and actions in connection therewith. **1R**

INFORMATION ONLY

1. Municipal Court Report for the month of April 2026

2. **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 Stewart asked for a status on a resolution the Council passed several months ago regarding the AMI smart meter opt out. He also asked for an update on gaming machines and if we have anything to enforce the ban. City Counselor said it is progressing slowly. He also addressed the issue of parking on the square that a citizen spoke about earlier this evening. He asked if the federal funds would have to be reimbursed if the parking was changed again. City Manager Troy Anderson said he did not know for sure but in all likelihood, we would have to return the funds and bare the costs of the changes.

Councilmember Atkinson discussed some meetings he attended over the past two weeks. One was touring Hope House which is a shelter for victims of domestic violence. The other was meeting with the Director of Artists Helping the Homeless. They provide transitional housing or living space. He also encouraged citizens to download the index now app to report code violations. You can also send photos through this app. Also, the Missouri State Legislature closed business last Friday. He discussed HB3080 concerning historic tax credits that expands the ability to revitalize the city and historic sites. Also HB 3231 concerning the innovation zones within the city.

Councilmember Wiley talked about celebrating employee appreciation week last week. They also celebrated some great employee anniversaries during this time and she thanked staff for their hard work. She attended career day at Mill Creek Elementary. IPD was also present, handing out yo-yos. Last Friday was the annual police memorial. She thanked those who organized it. It was a very beautiful service. Lastly, she, Councilmember Atkinson and a few people from the animal shelter, put together a nonforprofit called the Independence Friends of the Independence Animal Shelter. They were going to have an event on June 7th called Puparazzi but have had issues with getting funding so they are shifting that event and will have an animal welfare townhall meeting .

Councilmember Vaught said it was an honor to attend the police memorial. It is a very emotional ceremony and encouraged everyone to attend next year. She also thanked the officers and their families that serve today.

Councilmember Perkins said the council chambers is really nice and technology is great. He thanked County Executive Phil LeVota for speaking about the parking issues at the square. He also stated that city officials had reached out to County officials for years asking for assistance with this project but was never contacted back. This is not the fault of County Executive LeVota. There are approximately 1400 public parking spaces within two blocks of the county courthouse.

We are moving forward with making our district and entertainment district walkable, bringing people in so they can walk and look at our shops. There were numerous community engagement meetings throughout the years to discuss this and the Truman Connected project.

Mayor King stated he attended a ribbon cutting ceremony for the renovated rehab and skilled nursing unit at the Groves. He also attended the Police Memorial Ceremony. It was very humbling and he thanked all police officers for everything they do for us day in and day out. He also thanked the firefighters and dispatchers and all first responders. He asked that we all remember what Memorial Day is about as the weekend approaches. He attended the 160th anniversary of St. Paul Church on the square. It was very interesting and he is very appreciative to have been invited. He also asked City Manager, Troy Anderson if we could put the economic development policy on a study session agenda.

City Manager Troy Anderson congratulated the council for completing the first meeting in the new chambers.

ADJOURNMENT

Meeting adjourned at 7:49 p.m.

Kevin King

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

May 4, 2026 6:00 PM

20201 E. Jackson Drive
First Floor, Santa Fe and Oregon Conference Rooms
Independence, MO 64057

INVOCATION

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

Laurie Dean Wiley, Congregant at Vision Church KC gave the invocation.

THE PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Kevin King, Presiding Officer of the City Council, called the meeting to order. Upon roll call, the following members were present: Brice Stewart, Jennie Vaught, John Perkins, Heather Wiley, Cody Atkinson, and Jackie Dorman. Absent – None.

PRESENTATION RESOLUTIONS

1. 26-719 A resolution recognizing Jimmy Neely, Right-of-Way Inspector II with Municipal Services, as the ISTAR Award recipient for the month of May. **Item passes 7-0 Res. No. 7210**

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

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

PROCLAMATIONS

1. A Proclamation recognizing May as National Tennis Month

Accepted by Rebecca Falkner Axelrod, USTA Heart of America Executive Director

2. A Proclamation recognizing Historic Preservation Month

Accepted by Mark Scherer

CITIZEN REQUESTS

Bruce Lowrey spoke about the AFS Program
Oswald Baeza spoke on the data center, politics and ethics
Stephanie Robinson spoke on the Switchguard Purchase
Laura Dominik spoke on Resolution 26-721

CONSENT AGENDA

Reports and Recommendations of the City Manager

1. Approval of minutes from the April 8 and April 20 2026 Regular City Council Meetings
   Item Postponed to 5/18/26

Councilmember Perkins moved to postpone the item to May 18th. Motion seconded by Councilmember Wiley.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Motion passes 7-0. Item will be continued to the May 18th meeting.

2. Council action is requested on the change of ownership for a Restaurant Selling of Intoxicating Liquor of all kinds for Tim's Pizza located at 17201 E. US 40 Hwy.
   Approved

3. Council action is requested to authorize the City Manager to approve a construction contract with Superior Bowen Asphalt Co., LLC, for an amount not to exceed $2,178,782.22, and authorizing change orders up to ten percent (10%) of the authorized amount, for the FY 26 Asphalt Overlay Project (No. 112201-14) as part of the Pavement Preventative Maintenance Operations Project (No. 112201). **Approved**

4. Council action is requested to authorize the City Manager to approve Contract

Change Order #2 to the existing construction contract (#500000964) with Turner Construction Company in the amount of $462,627, and authorizing change orders and/or time extensions up to ten percent (10%) of the authorized amount, to relocate a water main for Fire Station #8 as part of the Water Main Replacement Program (No. 9749) and in conjunction with the New and Replacement Fire Stations Project (No. 172402). **Approved**

5. Council action is requested to authorize the City Manager to approve Change Order #1 to the existing design services contract (PO#26000601) with HDR Engineering, Inc., for a revised contract amount not to exceed $721,345, and authorizing change orders up to ten percent (10%) of the authorized amount, for additional engineering services as part of the Upper Adair Interceptor Project (No. 302201). **Approved**

RESOLUTIONS

1. 26-720 A resolution approving and authorizing the City Manager to execute documents related to the restructuring of ownership of the Dogwood Energy Facility and recognizing the formation of a new ownership entity. **Approved Res. No. 7211**

2. 26-721 A resolution directing the City Manager to seek approval of the City Council prior to executing any separation agreement requiring the City to pay any amount that exceeds the City Manager's purchasing authority *(Sponsored by Councilmember Stewart)* **Item passes 7-0 Res. No. 7212**

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

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

REGULAR AGENDA

PUBLIC HEARING(S)

1. A public hearing for the application to rezone the property at 710 S. Hawthorne Ave from R-30/PUD, High Density Residential/Planned Unit Development, to R-6, Single-Family Residential. ***New Information Only.***

Rick Arroyo, Assistant Community Development Director presented this item.

This rezoning was considered by the Planning Commission on March 24th of this year.

The Planning Commission voted in favor of this rezoning.

This is a corrective rezoning for a property at 710 S Hawthorne Ave from a R-30/PUD which is a high density residential zoned district to an R-6 single family home district for the purpose of rehabilitating a single-family home that currently exists on the property.

No new information to provide.

26-036 **2R** An ordinance approving a rezoning from District R-30/PUD (High Density Residential/Planned Unit Development) to District R-6 (Single-Family Residential) for the property located at 710 S. Hawthorne Avenue. **2R Item passes 7-0 Ord. No. 19803**

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

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

Rick Arroyo, Assistant Community Development Director presented this item.

This rezoning was considered by the Planning Commission on February 24th of this year.

The Planning Commission voted in favor of this rezoning.

This is to rezone properties owned by the city generally located near Truman & Noland Road, Lexington & Memorial Drive, and Lexington & Lynn Street to the Historic Downtown Square special zoning District.

The properties included are the old City Hall building with its parking lots, the building across from the circle drive better known as the Napa building and its associated parking lots, the Police station along Memorial Drive and its associated parking lots and police storage lot. There is also a rectangular parking lot south of Lexington Ave along S Lynn Street, included. The Sermon Center and it's associated parking lots are also included.

This special Historic Downtown Square zoning replaces the base C-2 (General Commercial zoning), and I-1 (Industrial zoning) for the Sermon Center to better help these properties conform to the Reshaping the Square Plan which provided a vision for the re-development of the

downtown square.

No new information to provide.

26-029 **2R** An ordinance approving a rezoning from District C-2 (General Commercial) and District I-1 (Industrial) to District HSQ (Historic Square) for the City-owned properties located near Truman Road and Noland Road, Lexington Avenue and Memorial Drive, and Lexington Avenue and Lynn Street. **2R Item passes 7-0 Ord. No. 19804**

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

ORDINANCES

1. 26-032 **2R** An ordinance authorizing the City Manager to execute an Engineer-Procure-Construct (EPC) Agreement with EPC Services Company, for $13,561,176.00, and authorizing change orders of up to ten percent (10%), or $1,356,117.60 of the authorized amount, for the Bly Road Switchyard Construction for the Power & Light Department (IPL); and appropriating $14,917,293.60 from the IPL reserve fund balance to fund this purchase. **2R Item passes 7-0 Ord. No. 19805**

Mayor King asked for clarification as to how this money will be paid back to IPL. IPL Director Joe Hegendeffer stated that the dollars were negotiated in an agreement to be paid back within the first 12 months of the agreement which is October of this year. They will pay capacity payments of the new large load whether they are taking any electricity or not, and will help refund that money. All of these dollars specifically will be repaid within six months of the start date. They have a contractual obligation to repay us starting this October. Even if the project is delayed 6 months, the payments will start in October. The project will be paid back within six months. This is through the IPL fund and will not impact rates at all. Approximately $3.5M will go to the general fund next fiscal year, July 1st 2026 through June 30 next year. Councilmember Atkinson gave several examples of how $3.5M could be used throughout the city and for the benefit of the citizens.

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

2. 26-033 **2R** An ordinance adopting an amendment to the Fiscal Year 2025-2026

budget, which was approved by Ordinance No. 19682. **2R Item passes 7-0 Ord. No. 19806**

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

3. 26-034 **2R** An ordinance finding, determining and declaring the necessity of acquiring right-of-way and temporary construction easements for the Winner Road Complete Streets Project (Project No.112403); authorizing the negotiation and eminent domain proceedings if necessary; approving the plans and specifications for the project; authorizing the use of experts as needed; authorizing and directing the execution of documents and the payment of funds to property owners or others holding property rights, in conjunction with the project. **2R Item passes 7-0 Ord. No. 19807**

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

4. 26-035 **2R** An ordinance granting a permanent underground 10-foot fiber optic cable utility line easement to Unite Private Networks LLC, DBA SERGA, a limited liability company, across the City-owned property located at 14400 Sugar Creek Rd., Sugar Creek, Missouri 64050 (Courtney Bend Water Treatment Plant). **2R Item passes 7-0 Ord. No. 19808**

AYES (7): Councilmember Stewart, Councilmember Vaught, Councilmember Perkins, Councilmember Wiley, Councilmember Atkinson, Mayor King, Councilmember Dorman
NAYS (0): None
ABSENT (0):

Item passes 7-0

FIRST READING(S)

1. 26-037 **1R** An ordinance adopting amendments to the Fiscal Year 2025-2026 Budget, which was approved by Ordinance No. 19682; and authorizing the City Manager to issue the purchase order for a total amount of $769,817.00 to Design Mechanical, and authorizing further change orders of up to ten percent (10%) of the authorized amount. **1R Read**

INFORMATION ONLY

1. Municipal Court Report for March 2026

2. Crackerneck CID Annual Report for FY 2025 and Financial Statement for FY 2024-2025

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 Stewart said he and his daughter participated in the Give'em Hell Harry 5k yesterday. There were 200 participants in this event that started at the Truman Library, going through the Independence Square and ending at the Truman Library. He thanked all of the participants for their work on the event. He also talked about the passing of Ross Capanetto, a retired Deputy with the Jackson County Sheriff's Department.

Councilmember Atkinson discussed the loss of a CSL worker this morning in a tragic accident. The worker was picking up trash along the highway when she was struck by a vehicle. He also discussed the death of an individual that was shot and a child that was struck by a vehicle. He encouraged everyone to reach for love with each other and value life.

Councilmember Wiley thanked the oversight committees for their presentations last week. There will be a community meeting on the status of the Hub Shopping Center development. The meeting will be held on May 16th at the former utilities center on 23rd Street, which is now the Justice Center, on the first floor.

Councilmember Vaught said that she wanted to add her name to on the list for being an AFS Student Parent. She has done this before and it was a great experience.

Councilmember Perkins stated he did the opening remarks for the Federation Garden Club of Missouri. There were about 180 men and women present, and it was a good event. He announced that the Independence Municipal Commons ribbon cutting would be held on May 14th from 2:30 p.m. to 5:00 p.m. The Visit Independence Tourism Summit was today to discuss how we can promote tourism in our city.

Mayor King participated in the Harry Truman birthday celebration. He also gave special thanks to Jeff and Cindy Rogers for their work in the celebration and the 5k run. The 5k was our second annual event and he hopes to see this event grow each year. He also thanked all the volunteers that helped with the event. He recognized Rodney Lapid, Michael Adams and Paul Biesemeyer who are retiring from the City. He thanked them for their dedication and service to

the City. Lastly, he attended an Arbor Day celebration and presented a Proclamation. Independence has earned the 2025 Tree City USA recognition from the Arbor Day Foundation. The first City Council Meeting will occur in the new Council Chambers on May 18th.

ADJOURNMENT

Meeting adjourned at 7:15 p.m.

Kevin King

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

ATTEST:

Suzanne Howard

City Clerk

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to expend $180,000.00 to Anixter for Itron Meters, and to authorize change orders of up to ten percent (10%) of the authorized amount, for the Power & Light Department (IPL). **Item passes 7-0**

Recommendations:

Council approval is recommended.

Background:

Commercial and residential development in the City of Independence has caused the demand for meters to rise dramatically. The Procurement Division issued an Invitation to Bid (ITB) #20044 in 2020 on the e-procurement website, Public Purchase, that the city uses for solicitations. The bid resulted in an award to Anixter Inc. (Anixter). A contract was created for the purchase of meters. A new ITB will be issued for subsequent years.

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

Emergency Justification:

Fiscal Impact:

The fiscal impact on the city is $198,000.00, including contingency. Funding for the Itron Meters is included in the fiscal year 2025-2026 adopted budget, page 312, account number 0206122-5314, Warehouse & Stores - Inventory, 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. Anixter Meters 2500038 Receipt Inquiry by Purchase Order. Receipts from FY 24/24 as illustration for costs for FY 25/26.
2. Anixter - IPL Contract Extension Memo to 6-30-26

Receipt Inquiry by Purchase Order

Vendor Number	Fiscal Year	Purchase Order Number	Line Number	Record Number	Created Date	Ordered Quantity	Quantity Received	Amount Received	Receiving Record Quanitity Invoiced	Fully Invoiced
152329	2025	25000038	1	67084	11/13/2024 12:00:00 AM	1	1	7089.84	0	Y
152329	2025	25000038	1	67539	12/2/2024 12:00:00 AM	1	1	5139.52	0	Y
152329	2025	25000038	1	67760	12/9/2024 12:00:00 AM	1	1	2944.8	0	Y
152329	2025	25000038	1	68039	12/16/2024 12:00:00 AM	1	1	3765.52	0	Y
152329	2025	25000038	1	71054	4/7/2025 12:00:00 AM	1	1	2571.52	0	Y
152329	2025	25000038	1	71055	4/7/2025 12:00:00 AM	1	1	3293.12	0	Y
152329	2025	25000038	1	71055	4/7/2025 12:00:00 AM	1	1	3293.12	0	Y
152329	2025	25000038	1	74926	8/18/2025 12:00:00 AM	1	1	68953.92	0	Y
152329	2025	25000038	1	74926	8/18/2025 12:00:00 AM	1	1	68953.92	0	Y
152329	2025	25000038	1	74927	8/18/2025 12:00:00 AM	1	1	18704	0	Y

Received Comments	Packing Slip Number	Receipt Status	Invoice Quanitity Invoiced	Document Number	POSTEDinv Number	POSTEDinv Status	UNPOSTEDinv Number	UNPOSTEDinv Status	Check Number	Department
MEters 3p 240v 8t 2 sta 50-505-02	Inv#6213875-00	Approved	0	179345	6213875-00	Paid	---	---	283240	610
Meters 9s 13term cl20 50-509-01	Inv#5983104-05	Approved	0	180071	5983104-05	Paid	---	---	283374	610
Meters 163 7term cl200 50-516-01	Inv#5983104-06	Approved	0	180738	5983104-06	Paid	---	---	283560	610
Meter surge protector single p 52-210-05, Surge protectors 52-210-10	Inv#6212875-00	Approved	0	181308	6212875-00	Paid	---	---	283682	610
Meters 1ph 240v cl 10 20 6term 50-504-01	Inv#6213875-02	Approved	0	189051	6213875-01	Paid	---	---	285409	610
Meters 3 wire 120v 50-512-01	Inv#6213875-01	Approved	0	189051	6213875-01	Paid	---	---	285409	610
Meters 3 wire 120v 50-512-01	Inv#6213875-01	Approved	0	189053	6213875-02	Paid	---	---	285409	610
Meters 1 ph 3 w CL 200 50-502-01, 1 ph 3w 50-502-03, 3w 120v 50-512-01	Inv#6414499-01	Approved	0	199159	6414499-00	Paid	---	---	287773	610
Meters 1 ph 3 w CL 200 50-502-01, 1 ph 3w 50-502-03, 3w 120v 50-512-01	Inv#6414499-01	Approved	0	199160	6414499-01	Paid	---	---	287773	610
Meters 3ph 4wire 50-516-01	Inv#6414499-00	Approved	0	199160	6414499-01	Paid	---	---	287773	610

May 20, 2026

To: Briana Jarvis
Re: Purchase Order No. 26000259 (Itron Meters) and Purchase Order No. 26000258 (Power Distribution Transformers)

Briana,

This letter serves to confirm that Wesco International, Inc. ("Wesco") will continue to honor the above-referenced purchase orders through June 30, 2026 (the "Extension Period"), in accordance with the original terms and conditions of the applicable agreements.

Notwithstanding the foregoing, Wesco expressly reserves the right to adjust pricing to account for any new or increased tariffs, duties, freight, or transportation costs incurred during the Extension Period. Such additional costs shall be excluded from the original pricing and will be applied as incurred.

Except as expressly modified herein, all other terms and conditions of the original agreements shall remain in full force and effect.

Please contact me directly with any questions regarding this matter.

Sincerely,

Jim Polster

Jim Polster
Director – Strategic Accounts
Wesco International, Inc.

CC: Emily Strayhall
Adam Owen

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
Council action is requested to expend $500,000 to Arkansas Electric Cooperatives for pole-mount and pad-mount transformers and to authorize change orders of up to ten percent (10%) of the authorized amount for the Power & Light Department (IPL). **Approved**

Recommendations:
Council approval is recommended.

Background:
The Transmission and Distribution Division of Power and Light needs distribution transformers to maintain power distribution to customers. Arkansas Electric has a varied stock of pole and pad-mount transformers that IPL is unable to acquire without extended lead times through IPL's contracted vendor. IPL has had a contract with Arkansas Electric in the past, and they are a known vendor that meets transformer specifications. IPL acquired a Volume Commitment Agreement for guaranteed quarterly delivery of needed transformers. Arkansas Electric's pricing is comparable to IPL's contracted vendors. IPL is currently experiencing about an 18–24-month lead time with contracted vendors.

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

Emergency Justification:

Fiscal Impact:
The fiscal impact on the city is $550,000, including contingency. Funding for the power distribution transformers is included in the fiscal year 2025-2026 approved budget, page 312, account number 0206122-5314, Warehouse & Stores - Inventory, 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. Memorandum for single source transformers
2. Copy of Arkansas Elect Xfmrs 25000298 Receipt Inquiry by Purchase Order. FY 25 receipts to illustrate expenditures for FY26.
3. Power Distribution Transformers - Lead Time from Other Vendors - 26 to 28 Weeks
4. Arkansas Electric VCA Jan 2026-Dec 2026

Memorandum

To: Mayor and Members of the City Council
Cc: City Manager
From: Joseph Hegendeffer, Director, Independence Power & Light
Date: 4/10/2026
Subject: Single Source Justification – Arkansas Electric Cooperative Corporation

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Single Source Justification

Procurement of Distribution Transformers

Arkansas Electric Cooperative Corporation

Due to ongoing supply chain constraints and extended lead times within the electrical equipment manufacturing industry, Independence Power & Light (IPL) conducted outreach to multiple domestic transformer suppliers to identify vendors capable of supporting IPL's operational requirements for recurring quarterly deliveries of distribution transformers.

IPL's operational needs require:

- Reliable quarterly transformer deliveries;
- Guaranteed production allocation sufficient to support system reliability and customer growth;
- Pricing commitments tied to each scheduled delivery tranche; and
- The ability to meet accelerated delivery timelines necessary to maintain adequate inventory levels and support ongoing construction and maintenance activities.

During the solicitation and vendor outreach process, multiple manufacturers and distributors were contacted regarding availability, production schedules, and pricing commitments. While several suppliers expressed general interest in providing transformers, no other domestic supplier was willing or able to:

- Commit contractually to quarterly delivery schedules;
- Guarantee manufacturing allocation for IPL's required delivery cadence;
- Provide firm pricing for each quarterly delivery tranche; or
- Meet IPL's required delivery timelines.

Arkansas Electric Cooperative Corporation was the only identified American supplier capable of meeting IPL's required schedule and operational delivery requirements. Arkansas Electric demonstrated the ability to provide:

- Committed quarterly deliveries;
- Production scheduling aligned with IPL inventory and construction needs;
- Pricing associated with each delivery period; and
- Delivery timelines necessary to support system reliability and avoid operational risk associated with transformer shortages.

Failure to secure a supplier capable of meeting these requirements would expose IPL to increased operational risk, including inadequate inventory levels, delayed service connections, delayed replacement of failed equipment, and potential impacts to system reliability and customer service obligations.

Based on the vendor outreach performed and the critical schedule requirements associated with maintaining utility operations and system reliability, Arkansas Electric Cooperative Corporation is determined to be the only responsive and responsible American supplier capable of meeting IPL's operational delivery requirements within the required timeframe. Therefore, this procurement qualifies as a single source purchase.

Receipt Inquiry by Purchase Order

Vendor Number	Fiscal Year	Purchase Order Number	Line Number	Record Number	Created Date	Ordered Quantity	Quantity Received	Amount Received	Receiving Record Quanitity Invoiced	Fully Invoiced
20832	2025	25000298	1	65222	9/16/2024 12:00:00 AM	1	1	59874	0	Y
20832	2025	25000298	1	69796	2/24/2025 12:00:00 AM	1	1	65490.7	0	Y
20832	2025	25000298	1	69796	2/24/2025 12:00:00 AM	1	1	65490.7	0	Y
20832	2025	25000298	1	69797	2/24/2025 12:00:00 AM	1	1	25956.45	0	Y
20832	2025	25000298	1	70653	3/24/2025 12:00:00 AM	1	1	36331.2	0	Y
20832	2025	25000298	1	73290	6/23/2025 12:00:00 AM	1	1	32416.2	0	Y
20832	2025	25000298	1	73522	6/30/2025 12:00:00 AM	1	1	50100.4	0	Y
20832	2025	25000298	1	73567	7/1/2025 12:00:00 AM	1	1	25956.45	0	Y
20832	2025	25000298	1	73568	7/1/2025 12:00:00 AM	1	1	31134	0	Y
20832	2025	25000298	1	73568	7/1/2025 12:00:00 AM	1	1	31134	0	Y

Received Comments	Packing Slip Number	Receipt Status	Invoice Quanitity Invoiced	Document Number	POSTEDinv Number	POSTEDinv Status	UNPOSTEDinv Number	UNPOSTEDinv Status	Check Number	Department
Transformers 25 KVA pads 15-025-02, 37.5 KVA pads 15-037-02, 50 KVA pads 15-050-02	Inv#03121466	Approved	0	174552	03121466	Paid	---	---	282262	610
Transformers 150 kva 16-150-01, 300 kva 16-300-04	Inv#03137532	Approved	0	185937	03137392	Paid	---	---	284682	610
Transformers 150 kva 16-150-01, 300 kva 16-300-04	Inv#03137532	Approved	0	185938	03137532	Paid	---	---	284682	610
Transformers 167 kva 15-167-02	Inv#03137392	Approved	0	185938	03137532	Paid	---	---	284682	610
Transformers 50 kva padmount 15-050-02	Inv#03140725	Approved	0	187948	03140725	Paid	---	---	285174	610
transformers 75 kva pads 15-075-02, 100 kva pads 15-100-02	Inv#03150905	Approved	0	195219	03150905	Paid	---	---	286814	610
1500 kva 3p pad transformer 16-999-15	Inv#03151980	Approved	0	195584	03151980	Paid	---	---	286978	610
167 kva pad transformers 15-167-02	Inv#03152250	Approved	0	195585	03152251	Paid	---	---	286978	610
150 kva 3p pad transformers 16-150-01	Inv#03152251	Approved	0	195585	03152251	Paid	---	---	286978	610
150 kva 3p pad transformers 16-150-01	Inv#03152251	Approved	0	195586	03152250	Paid	---	---	286978	610

City of Independence

PROJECT REFERENCE: IPL# 16-750-00, IPL# 16-999-00, and IPL# 16-999-15

WEG is pleased to present our quotation for three phase transformers. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to WEG.

Any deviation from the attached bill of material(s), before or after receipt of order, may affect price and delivery. Due to the volatility of the raw materials market, strict interpretation of our quotation validation period must be adhered to. If your quote has expired, please consult your Account Specialist/Product Engineer for a quotation update. The quoted ship weeks will go into effect after all outstanding technical matters have been resolved. **Ship weeks are based on plant loading at time of quotation.** Please verify current ship weeks when placing an order. Please reference our quotation number and item number on all purchase orders and correspondence.

We will gladly provide any additional information that is required. Should you have any questions, please feel free to contact me or your authorized WEG distributor/sales representative. WEG appreciates the opportunity to provide a response to your inquiry, and we look forward to receiving your order.

General Conditions

Validity	From 4/23/2026 through **5/25/2026**
Product(s)	A Variety of Three Phase Transformers
Location	Unit(s) will be manufactured in Washington, Missouri
Prices	**Orders will be subject to escalation prior to shipment. Details of escalation methodology included in below link.** https://weg.us/wp-content/uploads/2022/02/Escalation-notice-Distribution-Transformers-Spot-Term-Contract.pdf
Taxes	Federal, state, local or any other taxes, and tariffs are excluded.
Freight	FOB Destination - freight prepaid and allowed to Independence, MO
Payment	NET 30 days from invoice
Warranty	Standard - 12 months from date of installation, not to exceed 18 months from date of shipment

Quotation Comments

CLARIFICATIONS:

EXCEPTIONS:

WEG Transformers USA
One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 4/23/2026
Quotation Number: 495941713
Item Number: 0010

Customer Line No.:	16-750-00	**Quantity:**	1
Unit Price:	$27,328.00 USD	**Extended Price:**	$27,328.00 USD

Three Phase Pad-Mount Transformer(s)

kVA Rating:	750 kVA	**Model#:**	M0192491-0101
	Mineral Oil Immersed	**Cooling Class:**	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	**Secondary Voltage:**	480Y/277
Primary BIL Rating:	95 kV	**Secondary BIL Rating:**	30 kV
HV Winding Matl:	AL	**LV Winding Matl:**	AL
High Voltage Taps:	N Taps - No Taps		

No Load Loss: 917 Watts @ 85 °C **Load Loss:** 5704 Watts @ 85 °C **Total Loss:** 6621 Watts
Impedance: 5.71 %

{ Tank Enclosure }
Welded Cover /w (1) Handhole(s) - 13x19

Cabinet Depth: 19 inches
Pentahead Security Bolts
Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed Custom* Dimensions
Dead Front Primary Terminations: Wells w/ Removeable Studs
Secondary Terminations: Epoxy Bushings w/ Thread-On 10 Hole Aluminum J Spades w/Spade Support
Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }
Dual sensing Bayonet Fusing (358C14) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield (3),
PRCLF (HTSS232200),

{ Switching }
One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes)
Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,
Liquid Level (SightGauge),
Ground Lugs(2) #8-2/0,
1" Fill Plug w/Schrader Valve
Bayonet Interlock Assembly
2-2 Hole Ground Pads

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.
Shipment: 22 TO 24 WEEKS AFTER RECEIPT OF ORDER

WEG Transformers USA

One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 4/23/2026
Quotation Number: 495941713
Item Number: 0020

Customer Line No.:	16-999-00	**Quantity:**	1
Unit Price:	$34,110.00 USD	**Extended Price:**	$34,110.00 USD

Three Phase Pad-Mount Transformer(s)

kVA Rating:	1000 kVA	**Model#:**	
	Mineral Oil Immersed	**Cooling Class:**	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	**Secondary Voltage:**	480Y/277
Primary BIL Rating:	95 kV	**Secondary BIL Rating:**	30 kV
HV Winding Matl:	AL	**LV Winding Matl:**	AL
High Voltage Taps:	N Taps - No Taps		

No Load Loss: 1052 Watts @ 85 °C **Load Loss:** 7669 Watts @ 85 °C **Total Loss:** 8721 Watts
Impedance: 5.72 %

{ Tank Enclosure }

Welded Cover /w (1) Handhole(s) - 13x19

Cabinet Depth: 19 inches
Pentahead Security Bolts
Steel HV-LV Barrier

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed ANSI Specific except A=7.5" Dimensions
Dead Front Primary Terminations: Wells w/ Removeable Studs
Secondary Terminations: Epoxy Bushings w/ Thread-On 10 Hole Aluminum J Spades w/Spade Support
Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }

Dual sensing Bayonet Fusing (358C14) w/Flapper Valve Bayonet Fuse Holder, STEEL Dripshield (3),
PRCLF (2 x HTSS232150),

{ Switching }

One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes)

Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,
Liquid Level (SightGauge),
Ground Lugs(2) #8-2/0,
Switch interlocked with Bayonets
Schrader valve

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.

Shipment: 26 TO 28 WEEKS AFTER RECEIPT OF ORDER

WEG Transformers USA
One Pauwels Drive, Washington, MO 63090, USA
www.weg.us T: 1-636-239-9300 F: 1-636-239-9395

TECHNICAL SPECS

Date: 4/23/2026
Quotation Number: 495941713
Item Number: 0030

Customer Line No.:	16-999-15	**Quantity:**	1
Unit Price:	$44,633.00 USD	**Extended Price:**	$44,633.00 USD

Three Phase Pad-Mount Transformer(s)

kVA Rating:	1500 kVA	**Model#:**	M0192529-01
	Mineral Oil Immersed	**Cooling Class:**	ONAN
		Frequency:	60 Hz
		Avg. Winding Rise:	65 °C
Primary Voltage:	13200 GrdY/7620	**Secondary Voltage:**	480Y/277
Primary BIL Rating:	95 kV	**Secondary BIL Rating:**	30 kV
HV Winding Matl:	AL	**LV Winding Matl:**	AL
High Voltage Taps:	N Taps - No Taps		

No Load Loss: 1350 Watts @ 85 °C **Load Loss:** 10910 Watts @ 85 °C **Total Loss:** 12260 Watts
Impedance: 5.78 %

{ Tank Enclosure }
Welded Cover /w (1) Handhole(s) - 13x19

Cabinet Depth: 19 inches
Steel HV-LV Barrier
Pentahead Security Bolts

{ Paint Color } GREEN (Munsell 7.0GY3.29/1.5)

{ Bushings } Loop Feed Custom* Dimensions
Dead Front Primary Terminations: Wells w/ Removeable Studs
Secondary Terminations: Epoxy Bushings w/ Non_Removable 10 Hole Brass J Spades w/Spade Support
Neutral: Internally Grounded H0 & Separate X0 Bushing with Grounding Strap

{ Protection }
Dual sensing Bayonet Fusing (358C18) w/Flapper Valve Bayonet Fuse Holder, PLASTIC Dripshield (3),
PRCLF (2 x HTSS232165),

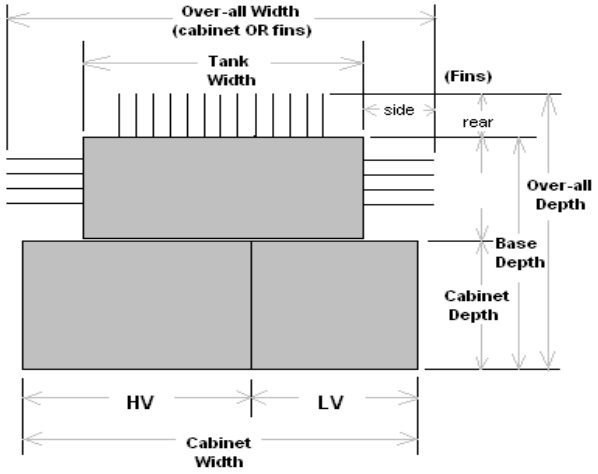
{ Switching }
One ON/OFF Transformer Switch(300 Amps),

{ Additional Notes)
Pressure Relief Valve Viat 302-060-01N, Drain Valve w/ Sampler,
Liquid Level (SightGauge),
Ground Lugs(2) #8-2/0,
1" Fill Plug w/Schrader Valve
Bayonet Interlock Assembly
2-2 Hole Ground Pads

Standards: Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.
Shipment: 26 TO 28 WEEKS AFTER RECEIPT OF ORDER

FOOTPRINT - Preliminary Dimensions; NOT for construction

City of Independence, MO



				Over-All Dimensions			Base Dimensions		Cabinet							
Item	kVA	HV	Secondary Voltage	Over-All Width	Over-All Depth	Cabinet Height	Cabinet Width	Base Depth	Cabinet Depth	HV	LV	Tank Width	Rear Fins	Side Fins	Fluid (gals)	Weight (lbs)
26apr-495941713-0010	750	13200	480	72	55	75	71	52	19	37.4	33.2	60	yes	none	280	6897
26apr-495941713-0020	1000	13200	480	72	55	76	71	52	19	37.4	33.2	57	yes	none	318	7454
26apr-495941713-0030	1500	13200	480	73	63	77	73	54	19	37.4	34.7	61	yes	none	397	9713

Proposal Notes (1/2)

DRAWINGS

Any dimensions sent with this quotation are for indication only, and are not binding.

Please remember to request approval drawings at the time of purchase order if required. Approval drawings can be provided, if needed, four (4-6) weeks after receipt of complete order information depending on the type of unit and quantity of designs ordered. IF APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time does not begin until drawings are returned approved by customer. IF NO APPROVAL DRAWINGS ARE REQUIRED, shipment lead-time will begin after receipt of complete order information. Orders entered “on HOLD for APPROVAL” and NOT released within three (3) weeks after receiving factory approval type drawings are subject to price increases at the time of release.

Record Drawings can be sent two weeks prior to shipment.

TECHNICAL NOTES

This Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to WEG. Any deviations to the specification with be called out in the “Quotation Comments” section. Accuracy and completeness is the sole responsibility of the End User. If any item or service is not listed it is not included nor implied to be. All Items and services not shown or listed will be the responsibility of the Distributor, Contractor, and End User to furnish and/or provide. All Transformers are shipped with our standard Operations and Maintenance manual, unless otherwise indicated.

Impedance (%IZ nominal) and/or losses quoted are subject to the applicable ANSI tolerances. Average sound level shall not exceed NEMA standards. Rubber Goods such as primary elbow connectors, portable insulated standoff bushings, dead-end caps/plugs, as well as items such as hot sticks, hook sticks, padlocks, and special tools unless specified in the BOM, are customer supplied.

SHIPPING NOTES

Quoted lead-times are based on current factory loading and are subject to change. For more information, please consult the factory before placing an order.

Shipment will be made according to the current lead times after complete order information is received by the factory, inclusive of approval/record type drawings when requested at time of order. If additional information or clarifications are required, a delayed response from the customer may affect the ship date(s) of the unit(s). WEG cannot be held accountable for such delays.

Unless otherwise indicated in this proposal, standard delivery terms are F.O.B. WEG Factory, freight prepaid and allowed. Accurate and detailed ship to address and contact information is required at time of purchase order to assure correct shipping and handling. Freight is included in the proposed equipment price with the customer assuming all risk of loss and damage in transit and liable for cost, such as demurrage or detention, after the purchased equipment has left our loading docks or facility.

TERMS

Unless otherwise indicated in this proposal, payment terms are Net thirty (30) days from date of WEG’s invoice. Invoice subject to SERVICE CHARGE if not paid within terms. Subject to credit approval.

Proposal Notes (2/2)

TESTING

This proposal includes standard factory testing. These tests are standard routine test as defined by the latest IEEE C57.12.00 and C57.12.90 standards. Pricing includes WEG "standard" factory tests below:

- Winding Resistance Measurements
- Ratio Test and phase relation
- No-Load Loss and Excitation Current
- Load Losses and Impedance Voltage
- Low Frequency Test
- Applied Voltage on Secondary
- Applied Voltage on Primary (Delta connected only)
- Induced Voltage
- Phase Relation
- Lightning Impulse Testing
- Auxiliary Wiring Dielectric
- Bushing Current Transformer
- Standard Lead Test of Fully Assembled Transformer
- Mechanical Inspection

Accuracy of test equipment is within +/- 3% traceable to national Bureau of Standards and calibrated annually. Additional testing beyond those listed will incur fees per schedule.

Certified test reports can be provided at no additional charge upon indication at time of purchase order placement. Additional testing beyond those listed under "Standard" factory tests are not included in the quoted cost and will incur fees per our "Special Test Prices & Schedule" (copy available upon request). These adders must be identified and added to the Purchase Order description and cost.

CANCELLATION SCHEDULE

If an order cancellation occurs after award, penalties will apply per WEG Cancellation schedule below:

SALES PRICE	STATUS
5%	Order Acknowledged
10%	Order Scheduled
15%	Drawings Issued
30%	Final Material Ordered
40%	Schedules Issued to Plant
50%	Tank Started
65%	Core Started
75%	Coil Started
100%	Core & Coil Assembly, Oven, Tanked, Tested, Final Assembly, Docked, Shipped

TERMS & CONDITIONS OF SALES

Orders must be issued to "WEG Transformers USA, LLC" and are subject to WEG's "Terms & Conditions of Sale". WEG Transformers USA LLC is an ISO certified company. WEG assumes no obligations or liabilities beyond those specified in these proposal notes and the WEG document entitled "Terms & Conditions of Sale" which is available for downloaded on our website www.weg.us or through the link:

https://www.weg.us/wp-content/uploads/2020/12/WEG-TC-Distribution-Transformers.pdf

ARKANSAS ELECTRIC COOPERATIVES, INC.

Reliable · Affordable · Responsible

VOLUME COMMITMENT AGREEMENT

This Volume Commitment Agreement (VCA) is entered into by and between **Arkansas Electric Cooperatives, Inc.** (AECI), a designated distributor of transformers, at 1 Cooperative Way, Little Rock, Arkansas 72209 and Independence Power and Light (Purchaser) (each individually a "Party" and together the "Parties") is subject to the AECI's *Standard Terms and Conditions for the Sale of Goods, Materials, and/or Equipment* (Terms), attached hereto as Attachment A and incorporated herein by referenced.

The Parties hereby agree as follows:

1. **Formation.** This VCA, the Terms and any purchase order issued by Purchaser that is specifically accepted by AECI shall constitute the entire agreement between AECI and Purchaser with respect to the subject matter herein. Any terms or conditions proposed in the purchase order that add to, vary from or conflict with this VCA or the Terms are deemed material and are hereby rejected. In the event of conflict or inconsistency between the Terms and this VCA, the VCA shall control.

2. **Term.** This VCA is effective from January 1, 2026 and will expire on December 31, 2026 (Term).

3. **Termination.** This VCA can be terminated at any time by either Party with 90 days' written notice, subject to the Purchaser Penalties (Section 9) if the VCA is terminated by Purchaser and AECI Penalties (Section 10) if the VCA is terminated by AECI.

4. **Volume Commitment.** AECI agrees to sell up to the Commitment Amount and Purchaser agrees to buy at least 95% of the Commitment Amount (Threshold Amount) and up to the Commitment Amount, of transformers during the Term of the VCA. The Parties agree to the Commitment Amount and Threshold Amount for each product line as set forth in Table 1. The Commitment Amount shall mean the maximum number of each product line for which AECI is obligated to produce for Purchaser. The Threshold Amount is the minimum amount of each product line the Producer is committed to buy from AECI and that AECI is obligated to deliver to Purchaser without penalty.

TABLE 1

		1PH Poles	**1PH Pads**	**3PH**
January 1, 2026 December 31 2026	*Commitment Amount*	[enter 50 quantity, if none enter "0")	[enter 5 quantity, if none enter "0")	[enter 5 quantity, if none enter "0")
	Threshold Amount = 95% Commitment Amount	[enter quantity, equal to 95% of Commitment Amount)	[enter quantity, equal to 95% of Commitment Amount)	[enter quantity, equal to 95% of Commitment Amount)

5. **Monthly Slot Quantities.** Monthly Slot Quantities shall be derived by dividing the Commitment Amount by 12, unless otherwise specified by Purchaser. AECI, at its sole discretion, shall determine the maximum monthly quantity that could be sold to Purchaser (Monthly Slot Quantities) based on required Lead Time and Shipping Commitments, as set

forth in the attached Schedule 1. AECI reserves the right, in its sole discretion, to determine for each week the quantity of transformers that can be delivered to Purchaser.

6. **Requirement for Purchase Order.** Purchaser must issue a Purchase Order (PO), subject to AECI's written acceptance pursuant to the Terms, no later than the required Lead Time as indicated in Schedule 1.

    a. PO quantities shall be no less than Threshold Amount but no more than the Commitment Amount of the Monthly Slot Quantity allocated to Purchaser. Any quantity ordered for each product line that exceeds the available Commitment Amount applicable to the Monthly Slot Quantity will be automatically applied to future month, unless otherwise specified on the PO, but in no event shall AECI be obligated to deliver, for any product line, an amount above the Commitment Amount for the applicable year.

    b. If Purchaser does not place a PO by the Lead Time specified in Schedule 1, AECI shall notify Purchaser and allow for a 1-week (7 calendar days, including holidays) grace period. If Purchaser does not order sufficient quantities of product to consume the available slots allocated to Purchaser within the 1-week grace period, Purchaser will relinquish the applicable slots, without implication for future POs or slots and AECI will not be obligated to deliver any product above the amounts accepted by PO to the Purchaser for that Slot Month.

7. **Pricing.** Pursuant to the Terms, prices are established in AECI's Quote. Prices for products under this VCA shall be adjusted quarterly on January 1, July 1, April 1, and October 1.

8. **Shipping Commitment.** AECI will take all reasonable commercial efforts to ship the Monthly Slot Quantity no later than the Shipping Commitment Date outlined in Schedule 1, provided that the PO (i) was accepted by AECI through written confirmation, and (ii) meets the requirements set forth above. All shipping dates are approximate and are dependent upon (i) prompt receipt by AECI of all information necessary to fulfill Purchaser's order; (ii) Purchaser's compliance with this VCA, (iii) manufacturer production capacity, component and material availability, and (iv) other terms in this VCA and the Terms, including but not limited to force majeure.

9. **Purchaser Penalties.** If Purchaser fails to purchase or fails to place a PO(s) to purchase the Threshold Amount, a penalty shall be charged to Purchaser's account, on a quarterly basis, in an amount equal to the number of units by which the Purchaser has failed to purchase below the Threshold Amount times 25% of the average unit selling price in effect at the end of each applicable quarter. PO's canceled by Purchaser and products returned by Purchaser shall be considered Purchasers failure to purchase for purposes of this Section. For the avoidance of doubt the Purchaser Penalty will be calculated as of March 31, June 30, September 30, December 31 of each calendar year.

10. **AECI Penalties.** Subject to the Terms, including but not limited to Force Majeure events, and the terms and conditions of this VCA, if AECI fails to deliver the sum total of units in approved PO's during the preceding quarter, AECI shall pay Purchaser, in the form of a credit to Purchaser's account, a penalty of 25% of the average selling price for each unit. For the avoidance of doubt the AECI Penalty will be calculated as of March 31, June 30, September 30, December 31 of each calendar year.

11. **Force Majeure.** Force majeure under this VCA is governed by the Terms and Conditions as defined in Attachment A.

12. **Emergency Response Plan.**

a. AECI shall make best efforts to prioritize emergency orders over existing slotted orders. Purchaser shall have the option to count their emergency orders towards their Commitment Amount. If Purchaser decides not to apply emergency orders towards their Commitment Amount, AECI shall have the right to adjust the AECI Commitment down by the number of units designated as emergency orders which will not be subject to the AECI Penalties as previously defined. Due to the nature of the emergency, Purchaser hereby acknowledges that third party emergency orders will take precedence over Purchaser existing POs and Shipping Commitments that are not emergency orders; provided, however that AECI shall promptly notify Purchaser of any third-party emergency orders that will take precedence over existing POs and Shipping Commitments.

b. AECI will quantify the impact of emergency relief efforts to its production schedule and will modify the Shipping Commitments in Schedule 1 by an amount of time equal to the time spent satisfying the emergency orders. By way of example, if Purchaser issues a PO for emergency order that require two weeks for AECI to process, then AECI shall extend the Shipping Commitments for all accepted POs by two weeks.

13. Amendment. This VCA, Schedule 1, and any PO that has been issued and accepted may be amended or modified only by signed written mutual agreement. Schedule 1 and POs may only be amended four (4) weeks prior to the Lead Time as indicated in Schedule 1.

[SIGNATURES ON THE FOLLOWING PAGE]

The foregoing has been AGREED AND APPROVED, in its entirety, by:

ARKANSAS ELECTRIC COOPERATIVES, INC.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

PURCHASER [Independence Power and Light]

Signature: Phillip A. Camerlynck Jr.

Printed Name: Phillip A. Camerlynck JR.

Title: Warehouse Superintendent

Date: 1-01-2026

SCHEDULE 1

[MONTHLY SLOT QUANTITIES]

PO Due Date	Shipping Commitment Date	Pole Mounts	Pad Mounts	3-Phase Pad Mounts
9/15/25	Jan-26			
10/15/25	Feb-26			
11/15/25	Mar-26	50		
12/15/25	Apr-26			
1/15/26	May-26			
2/15/26	Jun-26			
3/15/26	Jul-26			
4/15/26	Aug-26			
5/15/26	Sep-26			5
6/15/26	Oct-26			
7/15/26	Nov-26			
8/15/26	Dec-26			

2026 Commitment Total			
2026 Threshold Amount			

ATTACHEMENT A
[AECI TERMS & CONDITIONS]

Any applicable policies, procedures, and programs (collectively "Rules") are otherwise available on AECI's website at https://aecc.com/aecc-and-aeci-terms-and-conditions/aeci-terms-and-conditions/ (AECI Terms and Conditions – Electric Cooperatives of Arkansas). These Rules may hereafter be revised, from time to time, by AECI, by posting revisions on the Website without notice and such revisions shall be binding on both Purchaser and AECI upon posting.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:
Council action is requested to issue a purchase order to Altec Industries Inc. in the amount of $400,827.00 and to authorize change orders of up to ten percent (10%) of the authorized amount, for a DH48 Digger Derrick for Power & Light (IPL). **Approved**

Recommendations:
Council approval is recommended.

Background:
IPL Transmission & Distribution division is requesting the purchase of a DH48 Digger Derrick. The existing Digger Derrick is a 2015 model with 81,859 miles and 10,662 hours and is being replaced as part of a 10-year equipment replacement plan. This purchase order will be issued to Altec Industries Inc. using Sourcewell contract 110421-ALT.

Approval of this item authorizes the Finance Director 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 on the City is $400,827.00. Funding for the DH48 Digger Derrick is included in the fiscal year 2025-26 adopted budget, page 343, project account number 0217021-5405-202614-C, of which $389,000 is available as part of the Fleet Vehicle & Equipment 10-Year Replacements, IPL Fund 021. A supplemental appropriation ordinance for an amount of $11,827.00 is requested for approval on item 26-038 to cover the funding gap.

Council Action:

Department / Contact Power and Light /

REVIEWERS
Khristina Irvine
Joseph Hegendeffer
Melissa Cabrera

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. City of Independence (MO) Sourcewell Quote DH48E 1971212-2
2. Quote 1971212-2 City of Independence DH48E Reg Cab (2)

Altec Industries, Inc.

Quote Number: 1971212-2
Opportunity Number: 26188480
Sourcewell Contract #: 110421-ALT
Date: 4/16/2026

Quoted for: City of Independence (MO)
Altec Account Manager: Neil Alley

REFERENCE ALTEC MODEL		Sourcewell Price
DH50	**50' Fully Hydraulic derrick, rear mount**	**$329,955**

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	DH50-E	50' Electric / Hydraulic Derrick, Rear Mount (DH50E)	$5,451
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	RADIO	RADIO REMOTE CONTROLS (Required with Platfrom)	$16,414
2	ISG	Inverter Storage Inside of Body Compartment with Guard	$866
3	DRING	D-ring for Mounting On Body (per D-ring)	$169
4	POP1	Plastic Outrigger Pad, 24" x 24" x 1" (Pair)	$1,194
5	VSE-W	Wilton Vise Utility 6.5 Jaw with 5.5 Opening Pipe Jaws with Replaceable Jaws and Swivel Base	$568
6	PTO-HM	PTO Hour Meter Digital with 10,000 Hour Display	$182
7	SPOT6	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote	$2,132
8	PSWI2	Inverter with minimum 3000W 120V @ 25A pure sine wave output, hardwired to outlets and 12VDC input.	$3,766
9	VRI	120 Volt GFCI Receptacle, Includes Weather-Resistant Enclosure	$730
10	VRC	12 Volt Receptacle (Cigarette Lighter Style), Weatherproof	$419
11	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Plug Next to Pintle Hook	$475
12	RBS	Rubber Belted Step	$546
13	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	$843
14	VCAM	Backup Camera System	$1,313
15	SL	COMPARTMENT LIGHTS in Body Compartments - Strip LED (Per Compartment)	$1,551
16	CH	Cone Holder, Fold Over Post Style	$415
		SOURCEWELL OPTIONS TOTAL:	$361,846

(B.) **OPEN MARKET ITEMS** *(Customer Requested)*

1	UNIT	DH48 ILO DH50	-$114
2	UNIT & HYDRAULIC ACC	Two-Speed Front Bumper Winch, Tamp	$20,841
3	BODY	Custom Body Options, Modeled After Stock Body	$3,357
4	BODY & CHASSIS ACC	25x25x3 pad holders, Sigh Rods, 10lb Fire Ext	$221
5	ELECTRICAL	Dual Mini Light Bars, 42in Directional Light Bar	$2,696
6	FINISHING		$0
7	CHASSIS	Custom Reg Cab Chassis ILO Stock	$8,159
8	OTHER		$0
		OPEN MARKET OPTIONS TOTAL:	$35,160

SUB-TOTAL FOR UNIT/BODY/CHASSIS: **$397,006.00**
Delivery to Customer: **$3,821.00**
Estimated Taxes (Delivery non-taxable):
FET:
CA Doc/Admin/Tire Fees:
Extended Warranty:

TOTAL FOR UNIT/BODY/CHASSIS: **$400,827.00**

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

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

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

PAINT COLOR: White to match chassis, unless otherwise specified
WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty
TO ORDER: To order, please contact the Altec Account Manager listed above.
CHASSIS: Per Altec Commercial Standard
DELIVERY: TBD Based on availability, FOB Customer Location
TERMS: Net 30 days
BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.
TRADE-IN: Please ask your Altec Account Manager for more information

April 16, 2026
Our 97th Year

Ship To:
CITY OF INDEPENDENCE (MO)
1920 COUNTY RD 90
INDEPENDENCE, MN 55359
US

Bill To:
CITY OF INDEPENDENCE (MO)
1920 COUNTY RD 90
INDEPENDENCE, MN 55359
United States

Attn: JOSH BAILEY
Phone:
Email: jbailey@indepmo.org

Altec Quotation Number: 1971212 - 2
Account Manager: Neil T Alley
Technical Sales Rep: Caela Lynn Ashford

Item	Description	Qty	Price Unit
1.	ALTEC Model DH48E Hydraulic Derrick, built in accordance with Altec standard specifications and to include the following features: **A.** Maximum Sheave Height: 48.5 ft **B.** Maximum Horizontal Reach : 38.9 ft **C.** Maximum Digging Radius: 27.6 ft **D.** Articulation: 80 degrees above horizontal to 20 degrees below horizontal **E.** Winch: 15,000 pound bare drum capacity turntable winch with 8.625 diameter drum to comply with ANSI 10.31 Section 4.10.4 for synthetic rope or 15,000 pound bare drum capacity boom tip winch. High torque hydraulic motor drives a self-locking worm gear winch. Counterbalance valves on motor provide reliable load holding **F.** Insulated: 46 kV and below **G.** Hydraulic Overload Protection System: activates when unit is exposed to overload condition. System prevents actuation of all functions that could add to the overload condition including: -Boom Lower -Intermediate Boom Extend -Third Stage Boom Extend -Winch Raise -Auger Dig System automatically resets when overload condition is relieved. **H.** Load Indicator Gauge: located at the main control panel, displays the percentage of total allowable lifting capacity being utilized. By use of this gauge, the operator is aware of the hydraulic and structural design rating of the derrick and proximity to the limits during operation. **I.** Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive. **J.** Continuous rotation including planetary drive rotation gearbox. With booms horizontal and fully extended, unit is able to rotate a 500 lbs load on winch line at boom tip up a 5 degree slope. **K.** Electronic CAN Controls: Intuitive electronic controls with superior metering. Includes a diagnostic port which by connecting a handheld service tool, provides troubleshooting code readouts and the ability to calibrate function speeds and control sensitivity. Electric controls eliminate the risk of high pressure hose leaks near the operator and leak points are minimized throughout the machine.	1	

Item	Description	Qty	Price
L.	Indicator Light Panel at Control Station(s): indicators for hot oil, change hydraulic oil filter, Rotafloat active (if equipped), and check system light with diagnostic capabilities		
M.	Proportional Hydraulic Control System: Closed Center Hydraulic control valve for boom, winch, digger and pole guide functions are operated and controlled by electro-proportional pressure reducing valves which provides full metering and feathering characteristics.		
N.	Manual override of electronically controlled boom, winch, and digger functions at the main control valve		
O.	Standard/Low Speed Selector: Operator can select standard or low function speed operation. When in standard mode, each function operates at normal speeds. When in low speed, the maximum operational speed of each function is slower providing finer feathering capability. The function is separate from engine throttle control.		
P.	Remote Control Retrofitable: Control system includes single quick connect plug for quick and easy installation of radio remote control system in the field upon request (if not already equipped).		
Q.	Hydraulic System: Closed Center hydraulic system with maximum flow of 50 gpm for simultaneous operation of multiple functions. Flow is provided by a variable displacement, pressure compensated, piston pump. This 'flow on demand' system optimizes the overall system efficiency. System is designed with compensators in each valve section for smooth transitions between functions. Maximum system pressure is 3000 psi. Because flow is provided by a single source (piston pump), maximum flow is available to any combination of functions including simultaneous operation of the boom and digger/winch functions and flow combining is not necessary.		
R.	System pressure gauges mounted on main control stations.		
S.	Passive zone rating system with visual light indicators to show instability of unit (only when mounted on single axle chassis)		
T.	Transferable Hydraulic Pole Guides and Steel Boom Flares at the boom tip with adjustable alignment guides. Pole guides are hydraulically powered and proportional for open, close, and tilt which provides superior performance.		
U.	Pole Guide Tilt Interlock: Prevents the upper boom from extending when the transferrable guides are attached to the intermediate boom until the proximity sensors detect that the guides are tilted all the way up and out of the way.		
V.	Fiberglass Boom Tip with provisions for platform attachment.		
W.	Two-part load line attachment point on intermediate boom.		
X.	Full capacity fiberglass upper boom is round and is fabricated using a Centrifically Cast process that provides a smooth surface finish inside and out that is easy to clean and is highly resistant to damage.		
Y.	Boom Stow Protection System: A proximity switch on main boom detects the boom support as the boom is being stored and limits the boom down function to avoid excessive down force into the stow.		
Z.	Auger Stow Protection: Limits the upward travel of the auger as it reaches the top of the auger stow latch to prevent an overstow condition.		
AA.	Outrigger/Boom Interlock System: Prevents boom from being unstowed until outriggers have been at least partially deployed.		
AB.	Back-up Alarm, installed		
AC.	Manuals: Two (2) Operator's and Maintenance/Parts Manuals. One(1) in printed format and one(1) in electronic format available at connect.altec.com containing instructional markings indicating hazards inherent in the operation of an aerial device		
AD.	Painted white with Altec Powder Coat Paint Process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and		

Item	Description	Qty	Price
	corrosion. Paint is electro-statically applied to the inside as well as outside of all fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection. **AE.** Unit meets or exceeds ANSI 10.31-2006. Unit serial number placard clearly states compliance. **AF.** Unit is designed and manufactured in facilities that are certified to meet ISO 9001 requirements.		
2.	Electric-Hydraulic Control System: Closed Center hydraulic system with maximum flow of 50 gpm for simultaneous operation of multiple functions **A.** Flow is provided by a variable displacement, pressure compensated, piston pump. **B.** This 'flow on demand' system optimizes the overall system efficiency. **C.** System is designed with compensators in each valve section for smooth transitions between functions. **D.** Maximum system pressure is 3000 psi. **E.** Because flow is provided by a single source (piston pump), maximum flow is available to any combination of functions including simultaneous operation of the boom and digger/winch functions and flow combining is not necessary.	1	
3.	Rear Mount Over Rear Axle for DH	1	
4.	168 - Rear Mount Traditional Control Seat, installed on curb side of turntable, includes single control station	1	
5.	Three position throttle integrated into keypad at operator control station.	1	
6.	31 - Foot throttle. Included when Altec Opti-View Control Seat is selected.	1	
7.	No hard wired upper controls and NO TOOL CIRCUIT at boom tip	1	
8.	Radio Remote Lower Controls (Traditional/Hetronic)	1	
9.	Radio Remote Control Layout: CLOCKWISE, push lever to Right rotates boom Clockwise	1	
10.	118 - Docking Station for Radio Remote Control (FA Install)	1	
11.	Combined Use Capacity Chart, Installed on Radio Remote	1	
12.	Visual HOP Indicators on Turntable	1	
13.	8 - Turntable Winch	1	
14.	11 - Normal winch speed (15,000 lbs)	1	
15.	94 - Digger, Two-Speed Mechanical Shift, 12,000 ft-lbs, includes all of the components necessary to operate digger, installed	1	
16.	2.50 in Hex Output Shaft With 2.50 in Hex Extension Shaft	1	
17.	88 - Digger - right-hand storage, viewing from boom tip - streetside for rear and corner mount, curbside for behind cab mount - normal. Includes Auger Overstow Protection System	1	

Item	Description	Qty	Price
18.	Dedicated digger shake command that provides rapid dig/clean reversing function for quick and convenient auger cleaning.	1	
19.	Platform Tubes Installed at Boom Tip	1	
20.	176 - ANSI use criteria, Platform use or combined Digger Derrick/Platform use	1	
21.	Standard Pole Guides for 18.00 in Dia Pole Maximum	1	
22.	No Derrick Tong Protectors	1	
23.	119 - Jib - Fiberglass, 4.8 foot material handling, two (2) piece telescopic, extends from 3.6 feet to 4.8 feet, manual articulation. Requires Option Code 128	1	
24.	128 - Jib Bracket - required for Code 119, 120, 121, or 122 jibs, has four (4) pinning positions on turntable winch or three (3) pinning positions on boom tip winch providing manual articulation, only one (1) Option Code 128 bracket is required for any one (1) or more jib options	1	
25.	Hydraulic Side Load Protection: relieves overload conditions by allowing rotation system to back drive.	1	
26.	Zone Rating System	1	
27.	450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units	1	
28.	450 - Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary outriggers on select units, includes: **A.** Maximum Spread: 153 inches measured from centerline of shoe pins **B.** Penetration at maximum extension: 6.5 inches (for standard installation on a 40 inch frame height) **C.** Standard Shoe Dimensions: 14 x 15.25 inches **D.** Hydraulic Outrigger Control Valves **E.** Outrigger/Unit Selector Control: Reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped. **F.** Outrigger motion alarms **G.** Outrigger Interlocks: Will not allow the unit to be operated until the outriggers have been at least partially deployed.	1	
29.	Powder coat unit Altec White.	1	
	Unit & Hydraulic Acc.		
30.	Jib Storage Brackets for 4.2 Ft & 4.8 Ft Jibs Curbside on the front outrigger leg/boomstow.	1	
31.	Bullet Teeth Auger 18 Inch DIA With 2-1/2 In Hex x 104 Inch L (Painted Black)	1	
32.	Winch Rope For Turntable Winch 130 Ft Long x 1.13 Inch Dia	1	
33.	Load Line Swivel Hook 5 Ton (Crosby)	1	

Item	Description	Qty	Price
34.	DH Series Derrick Subbase (Rigid)	1	
35.	Subbase Blocks	1	
36.	Insert Center Section Storage Stop at Custom Depth Center section to have a divider that runs the length of the subbase, splitting it in half. - SS section to be 86" deep - CS section to be 120" deep	1	
37.	Insert Subbase Side Tube Storage Stop for Both Tubes at Custom Depth SS tube to be 86" - CS tube to be 98"	1	
38.	Long Tool Storage in Rear Pedestal	1	
39.	Subbase Storage with Drop Down Door (Paddle Latch) At Rear Notched for Tool Storage, 7 Inch High Notch to be for center section, offset to streetside.	1	
40.	60 Gallon Reservoir, Sight/Temperature Gauge, SAE Fittings	1	
41.	Hydraulic Oil, HVI-22 with Ultraviolet Dye (Standard)	75	
42.	Pump - Right-Hand Rotation 95CC Pressure Compensated (Automatic Transmission)	1	
43.	Hot Shift PTO (for Automatic Transmission)	1	
44.	Altec PTO/Transmission Functionality with Winch Recovery for Allison Automatic Transmissions: -Once the PTO switch is on and transmission is in first, neutral, or reverse the PTO will engage. -Once the Parking Brake is engaged and the transmission is in a near stationary condition (i.e., below 5 mph) the transmission will be forced into neutral. -PTO will disengage when RPM limits are exceeded (chassis speed of approximately 5 mph).	1	
45.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
46.	Front Hydraulic Winch, Braden AHGU5, 20,000 LB, Two Speed, Braden Bumper Package, CS Extended Shaft, Tool Box. Includes emergency stop switch mounted near winch, with indicator light in cab. Two-speed switch in cab and on front bumper.	1	
47.	Winch Cable, IWRC 6 X 36, 1/2 Inch Dia, 200 Ft L	1	
48.	Quick Hook 10 Ton	1	
49.	Winch Control for Front Bumper on E-Series, Base Selection, Includes Keypad at Bumper with Front Bumper Winch Pay-In/Payout, Engine Start/Stop, Engine Throttle and Station-Select, Non-Meterable	1	

Item	Description	Qty	Price
50.	Winch Control for Front Bumper on E-Series Derricks, Adds Joystick at Bumper, Meterable	1	
51.	Winch/Capstan Control on E-Series Derricks, Additional Control with Joystick in Cab, Meterable	1	
52.	Altec recommends any connection made to the tool circuit be done with Non-Conductive hose. If ordering a Hose reel, Altec recommends ordering a hose reel with Non-Conductive hose. The lower tool circuit hoses may be, or become, conductive. Death or serious injury could occur if the unit becomes energized while lower tool circuit is in use.	1	
53.	Install Tool Circuit For Hose Reel Below Rotation (Male Pressure, Female Return)	1	
54.	50 Ft Non-Conductive Hose Kit, Orange, Includes Quick Disconnects And Dust Caps (Male Pressure, Female Return) (Industry Preferred)	1	
55.	Set Of 8 Ft Non-Conductive Hoses And Couplings For Hydraulic Tools	1	
56.	Hydraulic Pole Tamper, 3 Ft Handle, with Valve (Stanley #TA54103) (Requires 3-9 GPM, 1000-2000 PSI)	1	
57.	Hydraulic Hose Reel, Spring Loaded, Hannay N616 Series, 50 Ft Hose Capacity (Bottom Payout) Install between the rear pole rack uprights, payout to the rear from the bottom of the reel.	1	
58.	Locking Dog Storage Bracket SS rear corner of tailshelf.	1	
59.	Flow Divider, Optional for Variable Tool Control - for installation of tools at tailshelf	1	
60.	Unit Installation Components.	1	
	Body		
61.	Altec Body	1	
62.	Steel Body	1	
63.	Body Is To Be Built In Accordance With The Following Altec Standard Specifications: **A.** Basic Body Fabricated From A40 Grade 100% Zinc Alloy Coated Steel. **B.** All Doors Are Full, Double Paneled, Self-Sealed With Built-In Drainage For Maximum Weather-Tightness. Stainless Steel Hinge Rods Extend Full Length Of Door. **C.** Heavy-Gauge Welded Steel Frame Construction. **D.** Integrated Door Header Drip Rail At Top For Maximum Weather Protection. **E.** Fender Panels Are Either Roll Formed Or Have Neoprene Fenderettes Mechanically Fastened. **F.** Steel Treated For Improved Primer Bond And Rust Resistance. **G.** Automotive Type Non-Porous Door Seals Fastened To The Door Facing. **H.** B-Line Channel Installed In Compartments	1	

Item	Description	Qty	Price
64.	Smooth Galvanneal Steel Floor	1	
65.	Bobtail Service Line With Step (BSLS)	1	
66.	Finish Paint Body Altec White	1	
67.	Undercoat Body	1	
68.	144" Estimated Body Length (Engineering To Determine Final Length)	1	
69.	94" Body Width	1	
70.	46" Body Compartment Height	1	
71.	18" Body Compartment Depth	1	
72.	5.5 Inch Drop-In Wood Cargo Retaining Board At Rear Of Body	1	
73.	5.5 Inch Drop-In Wood Cargo Retaining Board At Top Of Side Access Step	1	
74.	Curbside Smooth Compartment Tops	1	
75.	Streetside Smooth Compartment Tops	1	
76.	Adhesive Strip Lighting (LED) Around Top And Sides Of Compartment Door Facings	7	
77.	Stainless Steel Rotary Paddle Latches With Keyed Locks	7	
78.	All Locks Keyed Alike Including Accessories (Preferred Option)	1	
79.	Standard Master Body Locking System	7	
80.	Gas Prop Rigid Door Holders On All Vertical Doors	1	
81.	Chains On All Horizontal Doors	1	
82.	One Chock Holder On Each Side of Body With Retaining Lip In Fender Panel	1	
83.	Hotstick Shelf Extending Full Length Of Body On Streetside	1	
84.	Two Hotstick Brackets On Streetside	1	
85.	Standard Drop-Down Hotstick Door For One (1) Shelf On Streetside, Stainless Steel Slam Paddle Latch With Keyed Lock	1	
86.	1st Vertical (SS) - Adjustable Shelf With Removable Dividers On 4" Centers	3	
87.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
88.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
89.	2nd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
90.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
91.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	

Item	Description	Qty	Price
92.	3rd Vertical (SS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
93.	1st Horizontal (SS) - Fixed Shelf With Removable Dividers On 4 Inch Centers	1	
94.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	1	
95.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	4	
96.	1st Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	1	
97.	1st Vertical (CS) - Inverter Storage Inside Of Body Compartment With Guard, Louvered Panel On Rear Wall To Ventilate Compartment, And Provisions For Remote GFCI Receptacle (Mounted On Bottom Shelf Unless Otherwise Specified)	1	
98.	2nd Vertical (CS) - Gripstrut Access Steps With Two (2) Sloped Grab Handles	1	
99.	3rd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Left Wall	2	
100.	3rd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Rear Wall	2	
101.	3rd Vertical (CS) - Locking Swivel Hooks On An Adjustable Rail - Right Wall	2	
102.	1st Horizontal (CS) - Adjustable Shelf With Removable Dividers On 8" Centers	1	
103.	34" L Steel Tailshelf, Width To Match Body	1	
104.	3" Fixed Steel Retaining Rail On Sides And Rear Of Tailshelf With Corner Wash-Out	1	
105.	Smooth Galvanneal Steel Tailshelf	1	
	Body and Chassis Accessories		
106.	Dock Bumpers (Pair), Rectangular, installed at Rear Frame Rail at the furthest point back	1	
107.	Set of Safety Chain D-Rings	1	
108.	Swivel Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL), 11-Bolt T-Mount (T-125 Style)	1	
109.	Underride Protection Bumper, Installed at Rear	1	
110.	Relocate Chassis Supplied Glad Hands, Standard Hoses Cap and tie up at rear.	1	
111.	Rubber Belted Step, Steel, Mounted Beneath Side Access Steps (Installed to Extend Approx. 2 inches Outward)	1	
112.	Compartment Top Access Step from Body Floor	1	
113.	Riding Seat Access Step	1	
114.	Pole Rack, Two Pole Capacity with Hand Ratchet Tie Binders, Removable at Rear	1	

Item	Description	Qty	Price
	Streetside pole rack - Rear rack height to be adjustable - Include ratchet binders and straps. - All ratchet binders to be accessible from the ground.		
115.	Secondary Boom Saddle for Offset Stowing of Derrick Due to Pole Rack	1	
116.	Mounting Brackets for Lights, Located on Lower Boom Rest	1	
117.	Lower Boom Rest	1	
118.	Plastic Outrigger Pad, 24 x 24 x 1 with Handle (Reforge/Industry Preferred)	4	
119.	Outrigger Pad Holder, 25 L x 25 W x 5 H Fits 24.5 x 24.5 x 4 and Smaller Pads Bolt-On Bottom, Washout Holes with 3/4 Inch Lip Retainer, Steel	1	
120.	Pendulum Retainers for Outrigger Pad Holders	4	
121.	Wheel Chocks Rubber with Metal Hairpin Handle 9.75 L x 7.75 W x 5 H (Pair) (Industry Preferred)	1	
122.	Mud Flaps with Altec Logo (Pair)	1	
123.	Fold Over, Post Style Cone Holder (Holds up to four 15 x15 large cones), Outrigger Mount, Street Side Mount on SS front outrigger leg.	1	
124.	Cup Dispenser Ship Loose	1	
125.	Water Cooler Bracket for 3 Or 5 Gallon Water Coolers (Wire Type)	1	
126.	10 LB Fire Extinguisher with Heavy Duty Bracket Shipped Loose (Amerex #B456)	1	
127.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1	
128.	Slope Indicator Assembly (Pair) for Machine with Outrigger	1	
129.	D-Rings for mounting on Body or Pedestal, Weld On Install on backside of inboard rear pole rack upright, accessible from the ground and in line with ratchet strap.	1	
130.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
131.	Vise, Utility, 6.5 Jaw with 6.0 Opening Pipe Jaws with Replaceable Jaws and Swivel Base	1	
132.	Vise Mounting Bracket, V-Style with Retainer Pin and 10 x 10 Mounting Plate Curbside rear of tailshelf,.	1	
133.	Sight Rods, Nylon, 36 inches, Fluorescent Orange (Pair), Mounted on Front Bumper Winch	1	

Item	Description	Qty	Price
134.	Additional Body/Chassis Accessory 3/8" thick x 1-1/4" tall flat bar installed between the boomstow uprights, approximately 18" from the top to store pre-form wire.	1	
	Electrical Accessories		
135.	Compartment Lights Wired to Dash Mounted Master Switch in Chassis Cab	1	
136.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
137.	Strobe Light Option Amber LED mini light bar. - Install one (1) on each light tube, outboard of Go-lights. - Ref North American Signal MMBLEDLPR3-C/A	2	
138.	4-Corner Strobes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Round Lights At Rear, Class II (Permit May Be Required)	1	
139.	Strobe Lights Wired Battery Hot	1	
140.	Directional Light Bar, Amber, LED, 42 Inches Long (Federal Signal #MPSUSM42-8A-30) (Altec/Stock Preferred) Centered on the rear of the tailshelf, just below the floor. - Include a protective eyebrow.	1	
141.	Remote Spot Light, LED, Permanent Mount, With Programmable Wireless Remote (Go-Light #30004ST) One (1) on each light tube.	2	
142.	Dual Tone Backup Alarm With Outrigger Motion Alarm	1	
143.	Altec Standard Multi-Point Grounding System	6	
144.	Grounding Lug, Copper, U-Shaped, Threaded CS front and rear.	2	
145.	Altec Backup Camera System, 7 Inch Color LCD Monitor, Heated Infrared Camera With Day/Night Sensor And Audio **A.** 7 Inch Color LCD Monitor With LED Backlighting And Proximity Indicators **B.** 2 Inputs With Independent Triggers **C.** Heated Infrared Camera With Day/Night Sensor And Audio **D.** Mirror/Normal View **E.** IP68 Rated **F.** Wide Viewing Angle (104 Degrees Horizontal x 78 Degrees Vertical) **G.** 20 Meter Cable Assembly	1	
146.	Install Backup Camera Monitor at the Overhead	1	
147.	PTO Hour Meter, Digital, With 10 000 Hour Display	1	

Item	Description	Qty	Price
148.	Trailer Receptacle, 7-Way (Blade Type) Installed At Rear	1	
149.	Relocate Trailer Receptacle Supplied With Chassis	1	
150.	Altec Standard Trailer Plug Wiring	1	
151.	Electric Trailer Brake Controller	1	
152.	Altec Modular Panel System (AMPS) - Includes Mounting Panel And Accessory Switches	1	
153.	Inverter with Minimum 3000W, 120V @ 25A, Pure Sine Wave Output, Hardwired to Outlets and 12VDC Input. Features Include Surge Ratings at 9000W for 1ms, 6000W for 0.1s and 4/0 AWG 12V Wiring. Install in bottom of 1st vertical CS.	1	
154.	Inverter Wired Battery Hot with Switch in Chassis Cab	1	
155.	Mounting Bracket For Inverter Mounted At Bottom Of Body Compartment Or Storage Box	1	
156.	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure Install above inverter enclosure.	2	
157.	Electrical Cord Reel, Retractable, Includes 50 Ft Of 12-3 Cord, Ball Stop, And Receptacle Install at rear of flatbed, inboard of hydraulic hose reel. - Payout to rear.	1	
158.	Electrical Receptacle, 12 Volt (Cigarette Lighter Style), Weatherproof Install in the steel frame under the bench seat.	1	
159.	Electrical Receptacle, 12 Volt (Cigarette Lighter Style), Non-Weatherproof Install in dash of chassis cab, in close proximity to OEM switches. - Not to interfere with having a cup in the cup holders.	1	
160.	Pre-Wire Power Distribution Module (PDM-10), 10 Accessory Circuits, CAN Signals, Installed	1	
161.	Install Remote Engine Start/Stop System in Final Assembly	1	
162.	Controls Installed At Tailshelf, Outrigger Controls, Includes E-Stop, E-Series	1	
163.	One Emergency Stop Located at Ground Level Installed at the Rear of the Vehicle	1	
164.	Install Outrigger Interlock System In Final Assembly	1	
165.	Install Altec Telematics Control Unit (TCU) (Domestic and Carrier-Neutral), Includes In-Cab Antenna	1	

Item	Description	Qty	Price
	Finishing Details		
166.	Front and Rear Frame Mounted and Under Body Mounted Components (With the Exception of Rust Resistant Components) Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
167.	Powder Coat Unit Altec White	1	
168.	Finish Paint Body Accessories Above Body Floor Altec White	1	
169.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
170.	Placard, Engine Block Heater	1	
171.	Safety and Instructional Decals English	1	
172.	Vehicle Height Placard Installed In Cab DEPS 002	1	
173.	HVI-22 Hydraulic Oil Placard	1	
174.	Dielectric Test Unit According to ANSI Requirements	1	
175.	Stability Test Unit According to ANSI Requirements	1	
176.	Focus Factory Build	1	
177.	Delivery Of Completed Unit	1	
178.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
179.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
	Chassis		
180.	Altec Supplied Chassis	1	
181.	Chassis	1	
182.	2027 Model Year	1	
183.	International HV607	1	
184.	Dual Rear Wheel	1	
185.	Set Back Axle	1	
186.	4x2	1	
187.	Chassis Cab	1	
188.	Regular Cab	1	
189.	Chassis Without Front Frame Extensions	1	

Item	Description	Qty	Price
190.	Air Horn Under Cab	1	
191.	Low-Profile Hood	1	
192.	AM/FM Radio	1	
193.	Block Heater	1	
194.	Driver Controlled Locking Differential	1	
195.	Glad Hands, Hoses and Connections (Supplied by Chassis OEM)	1	
196.	Trailer Air Brake Package	1	
197.	Cruise Control	1	
198.	Air Conditioning	1	
199.	Power Door Locks	1	
200.	Power Windows	1	
201.	Tilt Steering Wheel	1	
202.	120 Clear CA (Round To Next Whole Number)	1	
203.	GVWR 39,000 LBS	1	
204.	16,000 LBS Front GAWR	1	
205.	23,000 LBS Rear GAWR	1	
206.	Spring Suspension	1	
207.	Cummins L9	1	
208.	Diesel	1	
209.	330 HP Engine Rating	1	
210.	Allison 3500 RDS Automatic Transmission (Left and Right Side PTO Openings Only)	1	
211.	15SXJ - International 50 Gallon Fuel Tank Non-Polished (Under Cab Left Hand)	1	
212.	15WCN - International 5 Gallon DEF Tank (Under Cab Left Hand)	1	
213.	07BLV - International Exhaust (Right-Horizontal-Undercab-Horizontal) (Cummins Engine Only)	1	
214.	No CARB Clean Idle Certification Required	1	
215.	EPA Clean Idle Certification	1	
216.	EPA Emissions	1	
217.	315/80R22.5 Front Tire	1	

Item	Description	Qty	Price
218.	11R22.5 Rear Tire	1	
219.	Air Brakes	1	
220.	Park Brake In Rear Wheels	1	
221.	Battery Under Cab Left Hand	1	
222.	12XBM - International PTO Throttle Wiring For Cummins B6.7 and L9	1	
223.	16XJV - International Dash Cutout for Switch Panel	1	
224.	International - 12THT Fan Drive - Horton Drivemaster Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed	1	
225.	International - Disallow Regen while in PTO mode (13WEV)	1	
226.	International - Electric Brake Controller Wiring With Combined Stop/Turn Signal Heavy Duty Tail Light Wiring At EOF (08HAH)	1	
227.	International - Trailer Auxiliary Feed Circuit For Trailer ABS (08TKK)	1	
228.	International Heavy Duty Tail Light Wiring (08HAB)	1	
229.	International Transmission Dipstick Tube Enters Curbside of Transmission (13WGH)	1	
230.	International - Pre-Wire Chassis with Cab Pass-Thru (8HBE)	1	
231.	Vinyl Bucket Seat	1	
232.	Air Ride Drivers Seat	1	
	Additional Pricing		
233.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
234.	Federal Excise Tax Item: If provided, Quote subtotal is an Estimate only. Final determined at invoicing. FET Exempt	1	
	Miscellaneous		
235.	Non-CARB Registered State	1	
	Fleet Services		
236.	Altec Insights for E-Series Derricks: Lifetime access to Altec Insights, which provides safety and performance insights for E-Series Derrick models. This content is managed and delivered through your Altec Connect account and includes options for email and text message notifications. Access is for the first owner, non-transferrable, and non-refundable. Terms and exclusions apply (e.g., Terms and Conditions, and Warranty).	1	

Item	Description	Qty	Price

Unit / Body / Chassis Total	**400,827.00**
Additional Total	**0.00**
FET Total	**0.00**
Total	**400,827.00**

Altec Industries, Inc.

BY _____

Caela Lynn Ashford

*Pricing in this quote does not include potential cost impacts related to the EPA emission regulations scheduled to take effect in calendar year 2027 for all medium and heavy duty engines. **Chassis OEM's anticipate these regulatory changes may result in additional increases estimated between $15,000 and $25,000.**

Notes:

1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Estimated Delivery: 18-24 months after receipt of order PROVIDING:
A. Customer supplied chassis (if applicable) is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

3 This quotation is valid until MAY 29,2026. After this date, please contact Altec Industries, Inc. for a possible

extension.

4 F.O.B. - Customer Site

5 Interest charge of 1/2% per month to be added for late payment.

6 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

9 Any payment made by a credit card may be subject to a surcharge fee.

10 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

11 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

13 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches,

pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

14 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

15 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

16 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and it's subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

17 RECOMMENDED OPTIONS AND ACCESSORIES: These options are not included in the quote total price. Selected options will change the quote total. Any options added after initial order will be re-quoted.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

Council action is requested to authorize the City Manager to execute a Public Consumption Agreement with the Independence Square Association for a period between June 4, 2026 and October 31, 2026 for an area generally within the boundary of Noland Road, Truman Road, Spring Street and Kansas Avenue. **Item passes 7-0**

Recommendations:

Council approval is recommended.

Background:

The Public Consumption Agreement is a temporary arrangement between the City of Independence and the Independence Square Association allowing controlled public consumption of alcohol within specific areas of the Independence Square from June 4 through October 31, 2026. Per the agreement, the City waives certain open-container and premises-based alcohol restrictions, but only within the defined boundaries of the Square and only when the Association meets all required conditions. The boundaries include public areas of the Independence Square, which are the streets, sidewalks, and public lots from the eastern right-of-way line of Spring Street to the western right-of-way line of Noland Road and from the southern right-of-way line of Truman Road to the northern right-of-way line of Kansas. This would include the Uptown Market.

The agreement creates two ways alcohol can be carried and consumed in public: during Association-organized events and during weekly allowable hours, which are Thursday at 4:00 PM through Sunday at 1:30 AM. Events require advance notice and a Traffic Control Plan. Allowable hours permit patrons to walk between businesses with drinks on sidewalks and crosswalks but not in open streets. Both include enforcement tools like wristbands, non-glass containers (unless approved as part of an event), and adequate restrooms and security.

To ensure safety and accountability, the Association must provide cleanup, designate points of contact, maintain substantial liability insurance, pay for off-duty police as needed, and comply with all non-waived laws. The City retains the right to immediately terminate any event or the allowable hours if the Association fails to follow the agreement, and standard legal terms apply.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Charlie Dissell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Public Consumption Agreement LEK 5.15.26

PUBLIC CONSUMPTION AGREEMENT

This Agreement ("Agreement") made and executed on this _____ day of _____, 2026, between the City of Independence, a municipal corporation ("City") and the Independence Square Association ("Association"), a _____. In exchange for the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

1. **Public Consumption Allowed**
    a. Pursuant to City Code Section 2.01.021(C)(7) and (D)(4), during the period of June 4, 2026, through October 31, 2026 ("Waiver Period"), the City hereby waives City Code Sections 2.01.018 and 2.01.021(A) as specified in this Agreement. Such waiver shall apply only with compliance of the conditions listed herein.
    b. This Agreement shall apply only to the public areas of the Independence Square, that being the streets, sidewalks, and public lots from the eastern right-of-way line of Spring Street to the western right-of-way line of Noland Road and from the southern right-of-way line of Truman Road to the northern right-of-way line of Kansas and including the Uptown Market ("Public Areas").

2. **Events**
    a. City Code Sections 2.01.018 and 2.01.021(A) are waived during specific events ("Event(s)") organized or sponsored by the Association during the Waiver Period within the Public Areas. Such waiver does not waive any public consumption laws during the Waiver Period unless an Event is ongoing and in compliance with this Agreement.
    b. The Association shall notify the Community Development Director of all Events at least one week in advance of such Event. The Association shall include all necessary information for the City to ensure the public health, safety, and wellness is protected, including hours, location, and expected participation at the Event; a listing of bars and vendors who will participate in the Event; the Association's point of contact for the Event; and whether public consumption of alcoholic beverages is expected.
    c. The Association shall submit a Traffic Control Plan (TCP) for approval to the Director of Municipal Services at least two weeks in advance of an Event for approval. After approval, the Director of Municipal Services shall be notified at least one week in advance of an Event to determine whether streets should be closed for the Event. If barricades are required to close streets, the Association shall be responsible for paying the cost associated with the barricades.
    d. The Association shall ensure that all public consumption of alcoholic beverages under this Agreement shall be in compliance with this Agreement, in that only persons who are issued Event wristbands and cups may consume alcoholic beverages as provided in this Agreement. No glass containers shall be allowed, unless a specific Event calls for the use of glass and is approved by the Community Development Director.
    e. The Association shall ensure that adequate restroom facilities are available during an Event.

3. **Allowable Hours.**
    a. During the hours of 4:00 PM on Thursday through 1:30 AM on Sunday ("Allowable Hours") during the Waiver Period, City Code Sections 2.01.018 and 2.01.021 are waived only to the extent that persons are allowed to remove alcoholic beverages from premises licensed to sell alcoholic beverages by the drink within the Public Areas and that persons are allowed to consume and drink any alcoholic beverage on public sidewalks, crosswalks, and public parks within the Public Areas.
    b. Such waiver does not waive any public consumption laws during the Waiver Period unless the Association is in compliance with this Agreement.
    c. This Agreement does not authorize persons to consume alcoholic beverages within non-barricaded public streets during Allowable Hours.
    d. The Association shall ensure that all public consumption of alcoholic beverages under this Agreement during Allowable Hours shall be in compliance with this Agreement. No glass containers shall be allowed.
    e. The Association shall ensure that adequate restroom facilities are available during Allowable Hours.

4. **Conditions**
    a. The Association agrees to designate a point of contact for the duration of the Waiver Period. Such point of contact shall act as the responsible agent and shall communicate and comply with City officials and law enforcement as may be necessary to ensure public health, safety, and wellness. The Association may designate alternative points of contact during the Waiver Period but shall do so only after notifying the Community Development Director in writing. The Association shall provide name, phone number, and email address for each point of contact.
    b. The Association shall provide clean up at all times during and after the Allowable Hours and during and after Events to ensure that the public areas where alcoholic beverages were consumed are clean and free of debris and trash.
    c. The Association shall ensure that all laws other than those waived in this Agreement shall be complied with. This Agreement does not allow persons under 21 years of age to consume alcoholic beverages.
    d. The Association shall provide for adequate law enforcement coverage during each Event and Allowable Hours. The Association shall pay to the City the cost of utilizing off-duty City of Independence police officers for security during the Event and Allowable Hours.
    e. The Association shall be responsible for any damage to public streets, sidewalks, public infrastructure, and public lots during the Allowable Hours or an Event.
    f. During the Waiver Period, the Association shall provide general liability insurance coverage in the amounts of $3,600,000 for all claims arising out of a single accident or occurrence, including personal injury, death, and property damage, and $550,000 for any one person in a single accident or occurrence, including personal injury, death, and property damage. The Association shall maintain such coverage during the Waiver Period and shall supply a certificate of insurance evidencing such insurance at the City's request. The City and its

officers, officials, employees, and agents shall be named as additional insureds. The insurance requirements herein shall not and shall not be construed to waive any sovereign immunity or any other immunity or defense available.

g. The Association shall indemnify and hold harmless the City and its officers, officials, employees, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorney's fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or to others, arising during Allowable Hours or from an Event.

5. **Termination.**
   a. The City reserves the right to terminate this Agreement and to terminate any Event or the Allowable Hours for noncompliance with this Agreement without prior written notice to the Association. If the City terminates an Event or the Allowable Hours, the Association shall immediately close the Event or Allowable Hours, whichever is appliable.

6. General Terms and Conditions
   a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions and agreements. This Agreement may not be modified by either party except in writing and signed by both Parties.
   b. Assignment. The Association shall not assign this Agreement.
   c. Conditions. The City makes no warranty or representation concerning the condition of the Public Areas or their suitability for use by the Association during the Allowable Hours or for Events. The Association shall not make any modification or alteration to the Public Areas without the prior written consent of the City.
   d. Applicable Law. The laws of the state of Missouri shall apply to the interpretation and enforcement of this Agreement, without giving effect to the state's conflict of laws principles. The Parties to this Agreement consent to the exclusive jurisdiction of the Circuit Court of Jackson County Missouri to resolve any and all conflicts that arise from this Agreement or are contemplated by this Agreement.
   e. Severability. The agreements and covenants contained herein are severable, and in the event any portion thereof is held to be invalid or unenforceable by any court of competent jurisdiction, this Agreement shall continue in full force and effect and shall be interpreted as if such invalid agreement or covenant were not contained herein.
   f. Waiver. Any waiver by either party of any breach of any term or condition of this Agreement shall not operate as a waiver of any other breach of such term or condition or of any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any provision hereof, nor constitute nor be deemed a waiver of release of any other party for anything arising out of, connected with, or based upon this agreement.

CITY OF INDEPENDENCE

_____

Name: Troy Anderson

Title: City Manager

INDEPENDENCE SQUARE ASSOCIATION

_____

Name:

Title:

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-725 A resolution appointing Councilmembers to certain boards and commissions as Councilmember Liaisons **Approved Res. No. 7221**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Resolution Apptg Councilmember Liaisons Updated 2026
2. Res. No. 7221

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING COUNCILMEMBERS TO CERTAIN BOARDS AND COMMISSIONS AS COUNCILMEMBER LIAISONS

WHEREAS, Section 2.10(10) of the Independence City Charter permits the City Council to create boards, commissions, or committees as determined necessary; and

WHEREAS, on February 20th, 2023, the Independence City Council formally adopted the 2023-24 Independence Action Plan ("Action Plan") via Resolution No. 6902; and

WHEREAS, Section 1.2 of the Action Plan encourages the City of Independence to "[b]roaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders" to more effective advise the City and engage the public"; and,

WHEREAS, Strategic Plan Section 6 High Performance Organization states, "[w]e operate as an ethical high-performance organization, anticipating future needs, utilizing best practices, and striving for continuous improvement."; and,

WHEREAS, on January 2, 2024, the Independence City Council formally adopted Resolution No. 6975, establishing rules, process, and procedures for all Boards, Commissions, and Committees; and,

WHEREAS, on July 15, 2024, the Independence City Council formally adopted Resolution No. 7020, appointing Council members to certain Boards and Commissions as Councilmember Liaisons, and;

WHEREAS, a change in the committees requiring councilmember liaisons has occurred; and

WHEREAS, due to newly elected city councilmembers, a change in the assignment of liaisons is required; and

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual(s) to the listed Boards, Commissions and Committees as follows:

City Council Committee Liaison Assignments

Board/Commission	**Councilmember**
Industrial Development Authority	Atkinson
Public Utility Advisory Board	Dorman
Board of Adjustment	Atkinson
Advisory Board of Health	King
Human Relations Commission	Dorman
Personnel Board	Vaught
Sustainability Commission	Atkinson
Heritage Commission	Perkins
Square Advisory Board	Perkins
GO Bond Advisory Committee	Perkins

Board of Ethics	King
Japanese Sister City Committee	King
Tree Commission	Atkinson
Truman Award Commission	King
Public Safety Tax Oversight Committee	Stewart
Storm Water Control Oversight Committee	Stewart
Street Improvement Oversight Committee	Stewart
Board of Building & Engineering Appeals	Stewart
Park Commission	Vaught
World Cup	Vaught
Animal Welfare Committee	Wiley
Planning Commission	Wiley
TIF Commission	Wiley
Independence Arts Council	Wiley

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

Councilmember Liaisons
For Boards & Commissions
5/18/26 SH

BILL NO. 26.725

RESOLUTION NO. 7221

A RESOLUTION APPOINTING COUNCILMEMBERS TO CERTAIN BOARDS AND COMMISSIONS AS COUNCILMEMBER LIAISONS

WHEREAS, Section 2.10(10) of the Independence City Charter permits the City Council to create boards, commissions, or committees as determined necessary; and

WHEREAS, on February 20th, 2023, the Independence City Council formally adopted the 2023-24 Independence Action Plan ("Action Plan") via Resolution No. 6902; and

WHEREAS, Section 1.2 of the Action Plan encourages the City of Independence to "[b]roaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders" to more effective advise the City and engage the public"; and,

WHEREAS, Strategic Plan Section 6 High Performance Organization states, "[w]e operate as an ethical high-performance organization, anticipating future needs, utilizing best practices, and striving for continuous improvement."; and,

WHEREAS, on January 2, 2024, the Independence City Council formally adopted Resolution No. 6975, establishing rules, process, and procedures for all Boards, Commissions, and Committees; and,

WHEREAS, on July 15, 2024, the Independence City Council formally adopted Resolution No. 7020, appointing Council members to certain Boards and Commissions as Councilmember Liaisons, and;

WHEREAS, a change in the committees requiring councilmember liaisons has occurred; and

WHEREAS, due to newly elected city councilmembers, a change in the assignment of liaisons is required; and

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby appoints the following individual(s) to the listed Boards, Commissions and Committees as follows:

City Council Committee Liaison Assignments

Board/Commission	**Councilmember**
Industrial Development Authority	Atkinson
Public Utility Advisory Board	Dorman
Board of Adjustment	Atkinson
Advisory Board of Health	King
Human Relations Commission	Dorman
Personnel Board	Vaught
Sustainability Commission	Atkinson
Heritage Commission	Perkins
Square Advisory Board	Perkins
GO Bond Advisory Committee	Perkins

Councilmember Liaisons
For Boards & Commissions
5/18/26 SH

Board of Ethics	King
Japanese Sister City Committee	King
Tree Commission	Atkinson
Truman Award Commission	King
Public Safety Tax Oversight Committee	Stewart
Storm Water Control Oversight Committee	Stewart
Street Improvement Oversight Committee	Stewart
Board of Building & Engineering Appeals	Stewart
Park Commission	Vaught
World Cup	Vaught
Animal Welfare Committee	Wiley
Planning Commission	Wiley
TIF Commission	Wiley
Independence Arts Council	Wiley

PASSED THIS 1st DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Simonne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-726 A resolution reappointing Councilmember Perkins and Councilmember Wiley and appointing Councilmember Atkinson to the Audit and Finance Committee **Approved Res. No. 7222**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Res for Perkins, Wiley and Atkinson 2026
2. Res. No. 7222

Audit and Finance Committee
Reappt/Appt Perkins, Wiley, and Atkinson

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING COUNCILMEMBER PERKINS AND COUNCILMEMBER WILEY AND APPOINTING COUNCILMEMBER ATKINSON TO THE AUDIT AND FINANCE COMMITTEE.

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 2746, passed on the 24th day of November, 1986, create the Audit and Finance Committee within and for the City of Independence, Missouri, said resolution also repealing Resolution No. 2312 and Resolution No. 2093; and,

WHEREAS, the City Council of the City of Independence, Missouri, did make certain changes to the provisions for the Audit and Finance Committee by the passage of Resolution No. 3168 on February 27, 1989, Resolution No. 3338 on December 19, 1989 and Resolution No. 5723 on January 3, 2012; and,

WHEREAS, the expiration of three terms has created vacancies; and,

WHEREAS, the City Council deems it advisable to reappoint Councilmember Perkins and Councilmember Wiley and appoint Councilmember Atkinson because of their qualities of leadership, temperance, judgment, and interest in the area of assisting the external auditor and City Management Analyst in their work and to see that the best financial interest of the City are served; and,

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

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

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

Name	Term Expiration
John Perkins	6/30/2028
Heather Wiley	6/30/2028
Cody Atkinson	6/30/2028

PASSED THIS ___ DAY OF MAY 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

Audit and Finance Committee
Reappt/Appt Perkins, Wiley, and Atkinson

BILL NO. 26-726

RESOLUTION NO. 7222

A RESOLUTION REAPPOINTING COUNCILMEMBER PERKINS AND COUNCILMEMBER WILEY AND APPOINTING COUNCILMEMBER ATKINSON TO THE AUDIT AND FINANCE COMMITTEE.

WHEREAS, the City Council of the City of Independence, Missouri, did pursuant to Resolution No. 2746, passed on the 24th day of November, 1986, create the Audit and Finance Committee within and for the City of Independence, Missouri, said resolution also repealing Resolution No. 2312 and Resolution No. 2093; and,

WHEREAS, the City Council of the City of Independence, Missouri, did make certain changes to the provisions for the Audit and Finance Committee by the passage of Resolution No. 3168 on February 27, 1989, Resolution No. 3338 on December 19, 1989 and Resolution No. 5723 on January 3, 2012; and,

WHEREAS, the expiration of three terms has created vacancies; and,

WHEREAS, the City Council deems it advisable to reappoint Councilmember Perkins and Councilmember Wiley and appoint Councilmember Atkinson because of their qualities of leadership, temperance, judgment, and interest in the area of assisting the external auditor and City Management Analyst in their work and to see that the best financial interest of the City are served; and,

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

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

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

Name	Term Expiration
John Perkins	6/30/2028
Heather Wiley	6/30/2028
Cody Atkinson	6/30/2028

PASSED THIS 1st DAY OF ~~MAY~~ June 2026 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Jeannie Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-727 A resolution appointing members to the Board of Directors of the Independence Events Center Community Improvement District. **Approved Res. No. 7223**

Recommendations:

Council approval is recommended.

Background:

The Independence Events Center Community Improvement District (the District) was established on December 20, 2007, under the Missouri Community Improvement District Act, sections 67.1401 to 67.1571 of the Revised Statutes of Missouri. The District was created to levy taxes for the purpose of funding public improvements and services within the District.

The District was established to be governed by a five-member board appointed by the City Council. Three of the members must be City employees. All renewal terms are four years. This resolution appoints Tameka Bryant, Independence Center General Manager, to a term ending December 19, 2027, Sarah Carnes, Mid-Continent Public Library Director of Legal Services to a term ending December 19, 2029, and reappointing Morris Heide, Parks and Recreation Director to a term ending December 19, 2029.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Parks, Recreation and Tourism /

REVIEWERS

Morris Heide
Melissa Cabrera
Jeremy Cover
Lisa Reynolds

Susanne Holland

ATTACHMENTS:

1. IEC CID Board Appointments Bryant, Carnes, Heide 6-2026
2. Res. No. 7223

RESOLUTION BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING MEMBERS TO THE BOARD OF DIRECTORS OF THE INDEPENDENCE EVENTS CENTER COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the Independence Events Center Community Improvement District (the "District") was formed by Ordinance No. 16905 of the City Council of the City of Independence, Missouri (the "City"); and

WHEREAS, Board members of the District are to be appointed by the Mayor, subject to the consent of the City Council; and,

WHEREAS, the Mayor and City Council desire to make appointments to the Board of Directors as set forth herein;

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

SECTION 1. The following appointments to the Board of Directors are hereby made by the Mayor, with the consent of the City Council:

a. Tameka Bryant, General Manager for Independence Center, is appointed to fill a term ending December 19, 2027.

b. Sarah Carnes, Director of Legal Services for Mid-Continent Public Library, is appointed to fill a term ending December 19, 2029.

c. Morris Heide, City of Independence Parks and Recreation Director, is reappointed to fill a term ending December 19, 2029.

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

4901-3896-7462.1

REVIEWED BY:

_____

City Manager

RESOLUTION BILL NO. 26-727

RESOLUTION NO. 7223

A RESOLUTION APPOINTING MEMBERS TO THE BOARD OF DIRECTORS OF THE INDEPENDENCE EVENTS CENTER COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, the Independence Events Center Community Improvement District (the "District") was formed by Ordinance No. 16905 of the City Council of the City of Independence, Missouri (the "City"); and

WHEREAS, Board members of the District are to be appointed by the Mayor, subject to the consent of the City Council; and,

WHEREAS, the Mayor and City Council desire to make appointments to the Board of Directors as set forth herein;

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

SECTION 1. The following appointments to the Board of Directors are hereby made by the Mayor, with the consent of the City Council:

a. Tameka Bryant, General Manager for Independence Center, is appointed to fill a term ending December 19, 2027.

b. Sarah Carnes, Director of Legal Services for Mid-Continent Public Library, is appointed to fill a term ending December 19, 2029.

c. Morris Heide, City of Independence Parks and Recreation Director, is reappointed to fill a term ending December 19, 2029.

PASSED THIS 1st DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Howard
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

THE CITY OF INDEPENDENCE MISSOURI

4901-3896-7462.1

REVIEWED BY:



City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-728 A resolution approving Savers, a secondhand retail store that receives inventory through donations, to be located at 16607 East 23rd Street South in the Hub Drive Tax Increment Financing Redevelopment Plan area. **Item passes 7-0 Res. No. 7224**

Recommendations:

Council approval is recommended, with a condition that the donation area of such Savers be located indoors at all times with no donation collection activity being conducted outdoors, provided that cars waiting to deposit donations may form a line outdoors so long as street traffic is not obstructed.

Background:

On June 20, 2023, the City Council adopted Ordinance No. 19449, approving the Hub Drive Tax Increment Financing Redevelopment Plan. Section 3.11 of the Redevelopment Agreement executed between the City and the developer specifies that, unless expressly approved in writing by the City, secondhand stores that receive inventory through donations, among other uses, are not permitted within the Redevelopment Area. This restriction was established in response to concerns regarding the condition and appearance of similar stores in the vicinity, particularly issues arising from donations being left outdoors, which resulted in the accumulation and spread of debris.

On April 16, 2026, Richard Dube of Tri-Land Properties submitted a request for approval to locate a Savers store, classified as a secondhand store receiving donated inventory, at 16607 East 23rd Street South, within the Hub Drive Tax Increment Financing Redevelopment Plan Area. The proposed Savers store would utilize an indoor, drive-through facility for accepting donations from the public, ensuring that no donation activities occur outdoors.

On May 13, 2026, Tri-Land Properties hosted a neighborhood meeting to provide an update on redevelopment progress within the Hub Shopping Center and to introduce the Savers proposal. During this meeting, no objections were raised to those who were in attendance.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact City Manager /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. HUB_Savers Resolution
2. Attachment #1 - The Hub Shopping Center - Development Plan - Alts. A B C - (3.30.2026)
3. Attachment #2 - The HUB - Savers - 04.15.26
4. Attachment #3 - Page 8 Savers LOI (Donation Drop Off Plan)
5. Attachment #4 - Savers KS & MO Locations 4.15.2026
6. Attachment #5 - May 13 TriLand theHub.Invite_9x6 PRINT
7. Attachment #6 - May 13 Meeting Notification Buffer Map
8. Res. No. 7224

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPROVING SAVERS, A SECONDHAND RETAIL STORE THAT RECEIVES INVENTORY THROUGH DONATIONS, TO BE LOCATED AT 16607 EAST 23RD STREET SOUTH IN THE HUB DRIVE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AREA

WHEREAS, on June 20, 2023, the City Council of the City of Independence approved Ordinance No. 19449, an ordinance approving the Hub Drive Tax Increment Financing Redevelopment Plan; and,

WHEREAS, Section 3.11 of the Redevelopment Agreement executed by the City and the developer relating to the approved Hub Drive Tax Increment Financing Redevelopment Plan states that, unless approved in writing by the City, a secondhand store that receives its inventory through donations, among other uses, shall not be permitted within the Redevelopment Area; and,

WHEREAS, on April 16, 2026, Richard Dube with Tri-Land Properties requested approval for Savers, a secondhand store that receives its inventory through donations, to be located at 16607 East 23rd Street South and within the Hub Drive Tax Increment Financing Redevelopment Plan Area; and,

WHEREAS, the proposed Savers store will utilize an indoor drive-through area for the acceptance of donations from the public, and no donation activity will occur outdoors; and,

WHEREAS, on May 13, 2026, Tri-Land Properties hosted a neighborhood meeting to provide an update on progress within the Hub Drive Tax Increment Financing Redevelopment Plan and to introduce the Savers proposal, where no objections were raised.

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

Section 1. The proposal to locate Savers, a secondhand store that receives its inventory through donations, at 16607 East 23rd Street South and within the Hub Drive Tax Increment Financing Redevelopment Plan Area, is hereby approved.

Section 2. Such approval is conditioned upon the donation area of such Savers being located indoors at all times with no donation collection activity being conducted outdoors, provided that cars waiting to deposit donations may form a line outdoors so long as street traffic is not obstructed.

PASSED THIS ____ DAY OF JUNE 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

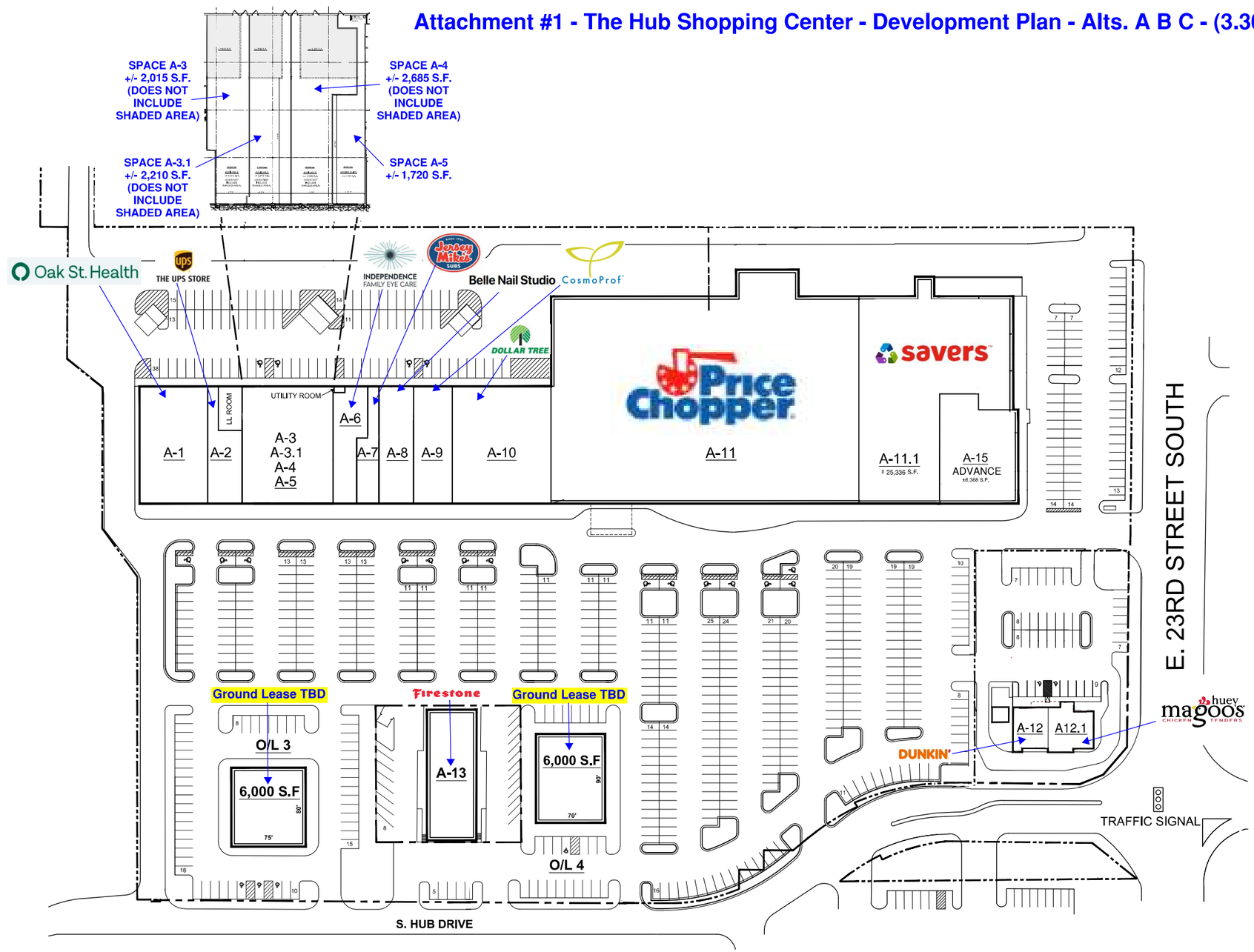
APPROVED AS TO FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

Attachment #1 - The Hub Shopping Center - Development Plan - Alts. A B C - (3.30.2026)



THE HUB
SHOPPING CENTER

INDEPENDENCE, MISSOURI

BUILDING AREA - ALL ADDRESSES: E. 23RD STREET SOUTH, INDEPENDENCE, MO

ROOM NAME	ADDRESS	TENANT	+/-AREA
A-1	16659	OAK STREET HEALTH	8,400 S.F.
A-2	16657	THE UPS STORE	2,880 S.F.
A-3	16647	AVAILABLE	2,015 S.F.
A-3.1	16643	AVAILABLE	2,210 S.F.
A-4	16641	AVAILABLE	2,685 S.F.
A-5		AVAILABLE	1,720 S.F.
A-6	16637	INDEPENDENCE EYE CARE	3,435 S.F.
A-7	16635	JERSEY MIKE'S	2,124 S.F.
A-8	16631	BELLE NAIL STUDIO	4,200 S.F.
A-9	16627	COSMO PROF	4,778 S.F.
A-10	16615	DOLLAR TREE	12,161 S.F.
A-11	16611	PRICE CHOPPER	69,678 S.F.
A-11.1	16607	SAVERS	25,336 S.F.
A-13	16675	FIRESTONE	6,600 S.F.
A-15	16605	ADVANCE AUTO PARTS	8,388 S.F.
		LANDLORD / UTILITY ROOI	3,004 S.F.
TOTAL BUILDING AREA			159,614 S.F.
OUTLOTS (O/L)			
A-12	16703	AVAILABLE	1,570 S.F.
A-12.1		AVAILABLE	2,151 S.F.
O/L 3		AVAILABLE	6,000 S.F.
O/L 4		AVAILABLE	6,000 S.F.
TOTAL BUILDING AREA			15,721 S.F.

01.28.26



SAVERS

Existing Advance Auto Parts /
Proposed Future Development

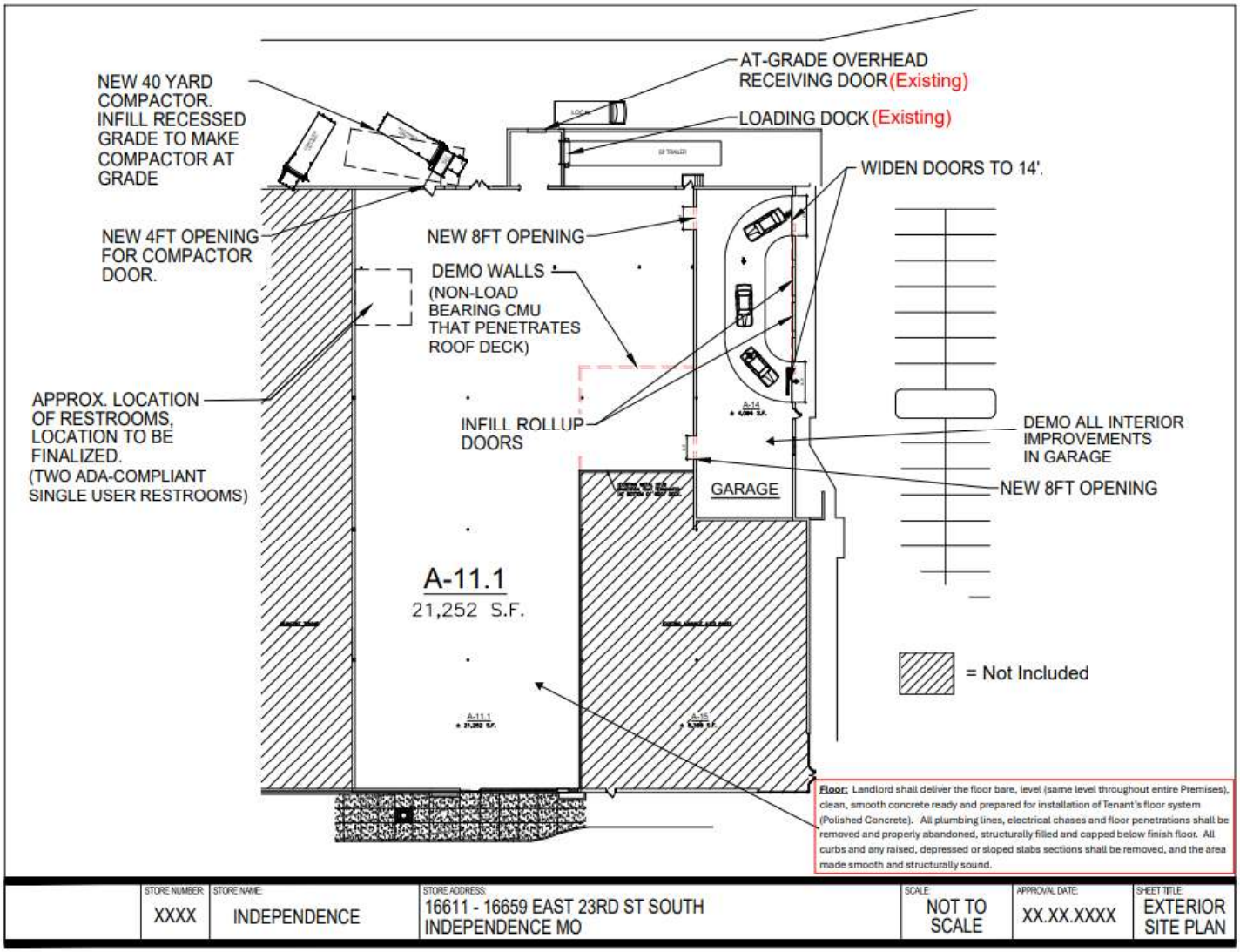
SAVERS

The HUB Shopping Center
Independence, MO



View from East 23rd Street

Exhibit C


NEW 40 YARD COMPACTOR. INFILL RECESSED GRADE TO MAKE COMPACTOR AT GRADE
AT-GRADE OVERHEAD RECEIVING DOOR (Existing)
LOADING DOCK (Existing)
WIDEN DOORS TO 14'.
NEW 4FT OPENING FOR COMPACTOR DOOR.
NEW 8FT OPENING
DEMO WALLS (NON-LOAD BEARING CMU THAT PENETRATES ROOF DECK)
APPROX. LOCATION OF RESTROOMS, LOCATION TO BE FINALIZED. (TWO ADA-COMPLIANT SINGLE USER RESTROOMS)
INFILL ROLLUP DOORS
DEMO ALL INTERIOR IMPROVEMENTS IN GARAGE
NEW 8FT OPENING
GARAGE
A-11.1
21,252 S.F.
= Not Included
Floor: Landlord shall deliver the floor bare, level (same level throughout entire Premises), clean, smooth concrete ready and prepared for installation of Tenant's floor system (Polished Concrete). All plumbing lines, electrical chases and floor penetrations shall be removed and properly abandoned, structurally filled and capped below finish floor. All curbs and any raised, depressed or sloped slabs sections shall be removed, and the area made smooth and structurally sound.
STORE NUMBER: XXXX
STORE NAME: INDEPENDENCE
STORE ADDRESS: 16611 - 16659 EAST 23RD ST SOUTH INDEPENDENCE MO
SCALE: NOT TO SCALE
APPROVAL DATE: XX.XX.XXXX
SHEET TITLE: EXTERIOR SITE PLAN

savers
SHOP. REUSE. REIMAGINE.

THE HUB SHOPPING CENTER

1. **Lee's Summit**
   901 E Langsford Rd
   Lee's Summit, MO 64063

2. **Overland Park**
   5441 W 95th St
   Overland Park, KS 66207

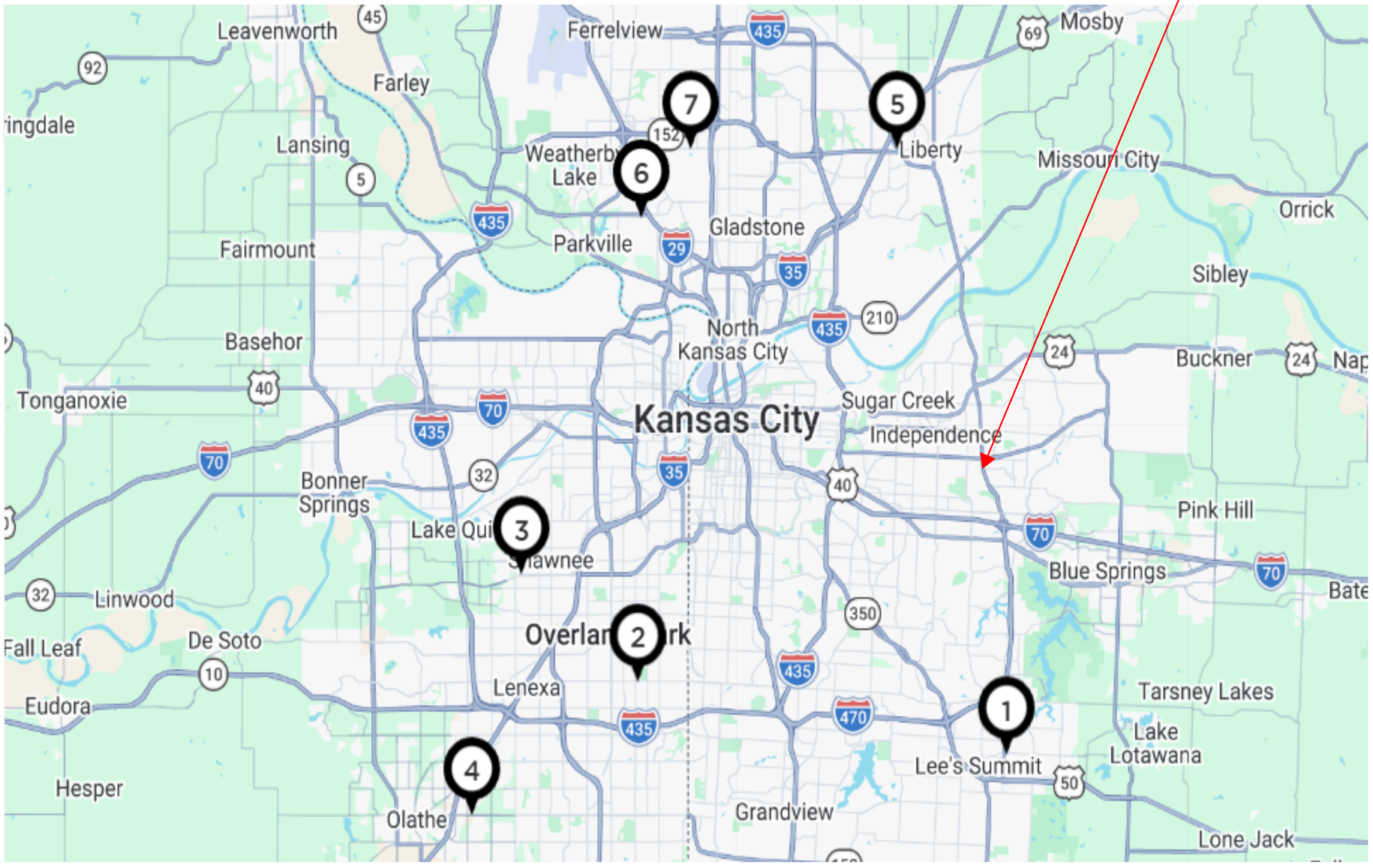
3. **Shawnee KS**
   13233 Shawnee Mission Pkwy
   Shawnee, KS 66216

4. **Olathe**
   13509 S Mur-Len Rd #125a
   Olathe, KS 66062

5. **Liberty**
   300 S State Route 291
   Liberty, MO 64068

6. **Tremont**
   6236 N Chatham Ave
   Kansas City, MO 65151

7. **N. Kansas City**
   2251 NW Barry Road
   Kansas City, MO 64154





THE HUB SHOPPING CENTER

TRI-LAND™ PROPERTIES, INC.



Please join us for a community meeting on the status of The Hub shopping center redevelopment. Tri-Land will review what has been accomplished since the project began in November 2023, where the center stands today, and what lies ahead for The Hub.

The founder and president of Tri-Land Properties, Richard Dube, will discuss plans to attract new tenants, reposition and reconfigure current outlots, and address future construction. Come ready to contribute to the discussion with your questions and concerns.

Tri-Land is recognized nationally for successfully repositioning obsolete shopping centers.

YOU'RE INVITED

The Hub Shopping Center
Community Information Event

Wednesday, May 13
6:00 P.M. - 8:00 P.M.

RSVP for the event
to Linda O'Leary at
loleary@trilandproperties.com
or call (708) 531-8221.

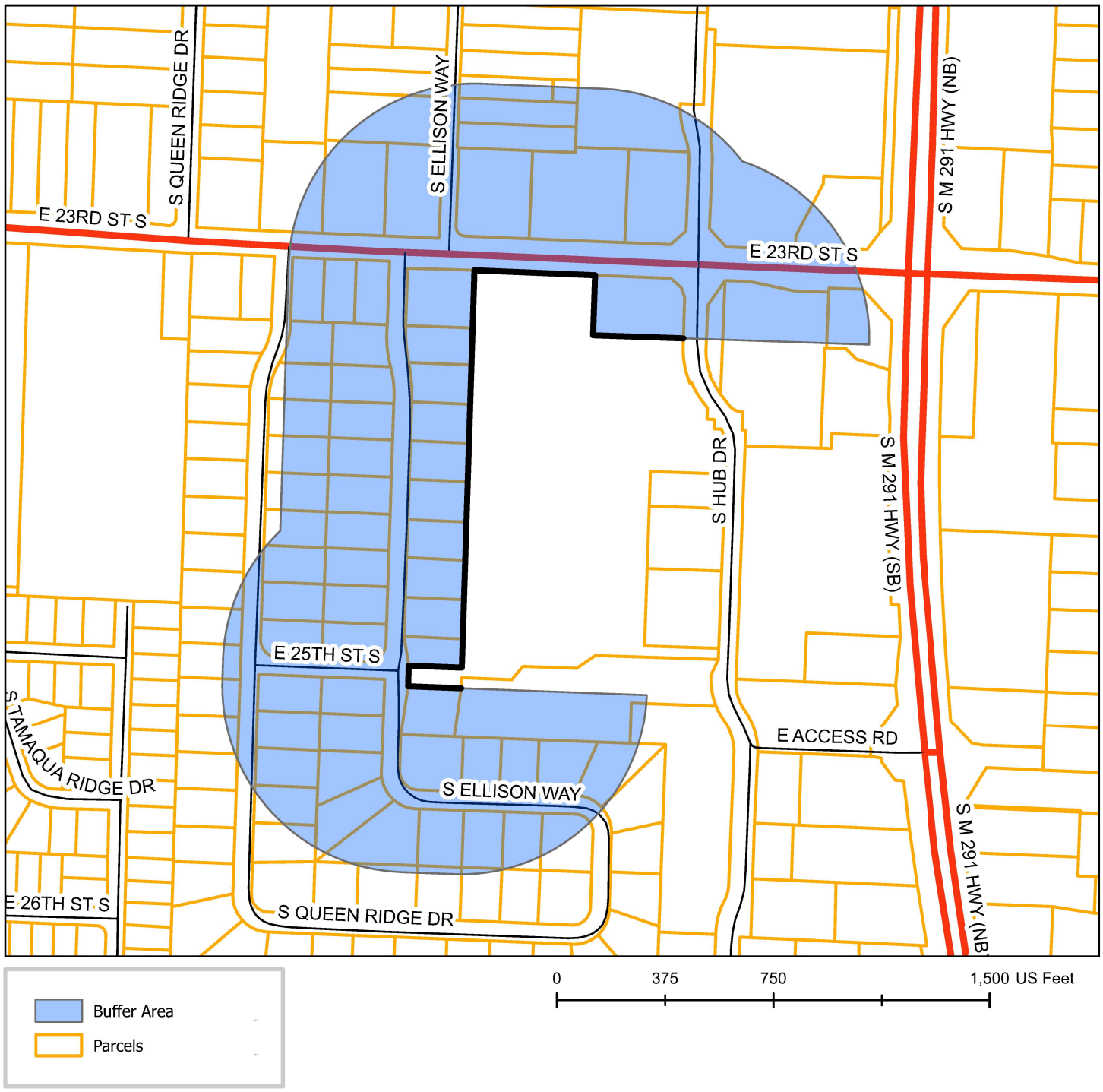
Justice Center
(formerly Independence Utility Center)
17221 E 23rd Street
Independence, MO 64057

THE HUB SHOPPING CENTER | TRI-LAND™ PROPERTIES, INC.

Buffer Map

INDEPENDENCE
COMMUNITY DEVELOPMENT

Hub Drive Shopping Center



HUB Amend Resolution
05/13/2026 – CD

BILL NO. 26-128

RESOLUTION NO. 7224

A RESOLUTION APPROVING SAVERS, A SECONDHAND RETAIL STORE THAT RECEIVES INVENTORY THROUGH DONATIONS, TO BE LOCATED AT 16607 EAST 23RD STREET SOUTH IN THE HUB DRIVE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AREA

WHEREAS, on June 20, 2023, the City Council of the City of Independence approved Ordinance No. 19449, an ordinance approving the Hub Drive Tax Increment Financing Redevelopment Plan; and,

WHEREAS, Section 3.11 of the Redevelopment Agreement executed by the City and the developer relating to the approved Hub Drive Tax Increment Financing Redevelopment Plan states that, unless approved in writing by the City, a secondhand store that receives its inventory through donations, among other uses, shall not be permitted within the Redevelopment Area; and,

WHEREAS, on April 16, 2026, Richard Dube with Tri-Land Properties requested approval for Savers, a secondhand store that receives its inventory through donations, to be located at 16607 East 23rd Street South and within the Hub Drive Tax Increment Financing Redevelopment Plan Area; and,

WHEREAS, the proposed Savers store will utilize an indoor drive-through area for the acceptance of donations from the public, and no donation activity will occur outdoors; and,

WHEREAS, on May 13, 2026, Tri-Land Properties hosted a neighborhood meeting to provide an update on progress within the Hub Drive Tax Increment Financing Redevelopment Plan and to introduce the Savers proposal, where no objections were raised.

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

Section 1. The proposal to locate Savers, a secondhand store that receives its inventory through donations, at 16607 East 23rd Street South and within the Hub Drive Tax Increment Financing Redevelopment Plan Area, is hereby approved.

Section 2. Such approval is conditioned upon the donation area of such Savers being located indoors at all times with no donation collection activity being conducted outdoors, provided that cars waiting to deposit donations may form a line outdoors so long as street traffic is not obstructed.

PASSED THIS 1st DAY OF JUNE 2026 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Simone Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-729 A resolution appointing Jonathan Lotz to the Street Improvement Oversight Committee **Approved Res. No. 7225**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. J Lotz App Res 2026
2. Res. No. 7225

Street Improvement Oversight Committee
Appt. J. Lotz
6/1/26 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION APPOINTING JONATHAN LOTZ TO THE STREET IMPROVEMENT OVERSIGHT COMMITTEE

WHEREAS, the City Council of the City of Independence, pursuant to Resolution No. 4530, passed on the 20th day of July, 1998, created the Street Improvement Oversight Committee within and for the City of Independence, Missouri; and,

WHEREAS, by passage of Resolution 4538, on September 8, 1998, the City Council named the first seven members of the Street Improvement Oversight Committee; and,

WHEREAS, due to a resignation of office, a vacancy has been created; and

WHEREAS, the City Council deems it advisable to appoint Jonathan Lotz to said Street Improvement Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting public education regarding street projects, and appropriate expenditure of the City's Capital Improvement Sales Tax; and,

WHEREAS, said individual is qualified to serve, according to the Charter and ordinances of this City, and the Council wishes to affirm the individual appointment; and,

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

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

Name	Address	Term Expires
Jonathan Lotz	1326 S. Kings Highway	10/1/2028

PASSED THIS _____ DAY OF JUNE 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

Street Improvement Oversight Committee
Appt. J. Lotz
6/1/26 SH

BILL NO. 260-729

RESOLUTION NO. 7225

A RESOLUTION APPOINTING JONATHAN LOTZ TO THE STREET IMPROVEMENT OVERSIGHT COMMITTEE

WHEREAS, the City Council of the City of Independence, pursuant to Resolution No. 4530, passed on the 20th day of July, 1998, created the Street Improvement Oversight Committee within and for the City of Independence, Missouri; and,

WHEREAS, by passage of Resolution 4538, on September 8, 1998, the City Council named the first seven members of the Street Improvement Oversight Committee; and,

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WHEREAS, the City Council deems it advisable to appoint Jonathan Lotz to said Street Improvement Oversight Committee because of their qualities of leadership, temperance, judgment, and interest in promoting public education regarding street projects, and appropriate expenditure of the City's Capital Improvement Sales Tax; and,

WHEREAS, said individual is qualified to serve, according to the Charter and ordinances of this City, and the Council wishes to affirm the individual appointment; and,

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

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

Name	Address	Term Expires
Jonathan Lotz	1326 S. Kings Highway	10/1/2028

PASSED THIS 1st DAY OF JUNE 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

Kevin King
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:

26-730 A resolution reappointing Ron Bruch as the alternate City Representative on the Jackson County Board of Equalization when said board is considering assessments of property within the City of Independence **Approved Res. No. 7226**

Recommendations:

Background:

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Council and Board /

REVIEWERS

Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Bruch Reappt Res 2026
2. Res. No. 7226

Jackson County Board of Equalization

Reappointment Bruch

6/1/26 SH

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION REAPPOINTING RONALD BRUCH AS THE ALTERNATE-CITY REPRESENTATIVE ON THE JACKSON COUNTY BOARD OF EQUALIZATION WHEN SAID BOARD IS CONSIDERING ASSESSMENTS OF PROPERTY WITHIN THE CITY OF INDEPENDENCE

WHEREAS pursuant to Section 138.015 RSMo, the City Council of the City of Independence, Missouri, has the authority to appoint a representative of the Board of Equalization of Jackson County when the Board considers the assessment of property within the City of Independence and,

WHEREAS, the City Council deems it advisable to reappoint Ronald Bruch as the Alternate-City Representative to serve on the Jackson County Board of Equalization; and,

WHEREAS, said individual(s) are duly qualified to serve, according to the Charter and ordinances of this City;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Jackson County Board of Equalization for the indicated term or until duly succeeded by another person properly appointed and qualified:

Name	Address	Term Expires
Ronald Bruch	3024 Viking Ct.	4/30/2028

PASSED THIS _____ DAY OF JUNE 2026 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

_____
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

Jackson County Board of Equalization

Reappointment Bruch

6/1/26 SH

BILL NO. 26-730

RESOLUTION NO. 7226

A RESOLUTION REAPPOINTING RONALD BRUCH AS THE ALTERNATE-CITY REPRESENTATIVE ON THE JACKSON COUNTY BOARD OF EQUALIZATION WHEN SAID BOARD IS CONSIDERING ASSESSMENTS OF PROPERTY WITHIN THE CITY OF INDEPENDENCE

WHEREAS pursuant to Section 138.015 RSMo, the City Council of the City of Independence, Missouri, has the authority to appoint a representative of the Board of Equalization of Jackson County when the Board considers the assessment of property within the City of Independence and,

WHEREAS, the City Council deems it advisable to reappoint Ronald Bruch as the Alternate-City Representative to serve on the Jackson County Board of Equalization; and,

WHEREAS, said individual(s) are duly qualified to serve, according to the Charter and ordinances of this City;

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

SECTION 1. That the City Council of the City of Independence, Missouri, hereby reappoints the following individual(s) to the Jackson County Board of Equalization for the indicated term or until duly succeeded by another person properly appointed and qualified:

Name	Address	Term Expires
Ronald Bruch	3024 Viking Ct.	4/30/2028

PASSED THIS 1st DAY OF JUNE 2026 BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI, AS FOLLOWS:

Kevin King

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

ATTEST:

Susanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-731 A resolution authorizing acceptance of a grant in the amount of $1,266,750 from the Missouri Department of Transportation for reimbursement of Drug Enforcement Expert (DRE) Conference Fees and overtime programs for the Police Department for Impaired Driving Enforcement and Youth Alcohol Liquor Compliance Checks from October 1, 2026, to September 30, 2027, and authorizing future change orders and/or time extensions for the same project to September 20, 2027. **Approved Res. No. 7227**

Recommendations:

Council approval is recommended.

Background:

The Missouri Department of Transportation, Office of Highway Safety will fund enforcement activities for education and enforcement projects related to traffic problems. This grant (Project #27-ENF_AL-03-022) of $1,266,750.00 will fund overtime for DWI Enforcement programs. The Police Department will have year-round Wolf Pack enforcement periods. Enforcement will focus on areas where habitual DWI arrests have been made and where alcohol-related crashes have occurred. It will also fund Youth Alcohol Liquor Compliance Checks, as well as the Highway Safety Enforcement Campaigns which target impaired drivers. The grant award also includes funding for up to three (3) officers to attend the DRE National Conference. All of these programs will be conducted during the time period of October 1, 2026 and September 30, 2027.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $1,266,750.00. A future supplemental appropriation ordinance will formally adopt revenues and expenditures prior to the eligible grant period.

Council Action:

Department / Contact Police Department /

REVIEWERS

Dennea Leap
Jason Petersen
Doug Brinkley
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. DWI Enforcement Grant Res
2. 2026-27 MODOT DWI Enforcement Grant Contract_260513_150926
3. Res. No. 7227

BILL NO. _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $1,266,750.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF DRE CONFERENCE FEES AND OVERTIME PROGRAMS FOR THE POLICE DEPARTMENT FOR IMPAIRED DRIVING ENFORCEMENT AND YOUTH ALCOHOL LIQUOR COMPLIANCE CHECKS FROM OCTOBER 1, 2026, TO SEPTEMBER 30, 2027, AND AUTHORIZING FUTURE CHANGE ORDERS AND/OR TIME EXTENSIONS FOR THE SAME PROJECT TO SEPTEMBER 20, 2027.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement of DRE Conference fees and overtime programs for the Police Department for impaired driving enforcement and youth alcohol liquor compliance checks in the amount of One Million Two Hundred Sixty-Six Thousand Seven Hundred Fifty and NO/100 Dollars ($1,266,750.00) from October 1, 2026, through September 30, 2027; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #27-ENF_AL-03-022) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of One Million Two Hundred Sixty-Six Thousand Seven Hundred Fifty and NO/100 Dollars ($1,266,750.00 for DRE Conference fees and overtime programs for the Police Department from October 1, 2026, through September 30, 2027, to provide enforcement with an emphasis on impaired driving enforcement and youth alcohol liquor compliance checks, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 3. That the City Manager is hereby authorized to approve future change order, extensions, amendments or addendums for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

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

CONTRACT

Form HS-1 **Revision Reason:** Wording **Version:** 2 05/06/2026

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Name of Grantee
Independence Police Dept.

Grantee County
Jackson

Grantee Address
223 N. Memorial Dr.

Independence, MO 64050-2836

Telephone	Fax
816-325-7300	816-325-7316

Project Title: Impaired Driving Enf/Youth Alcohol Enf
Project Number: 27-ENF_AL-03-022
Project Category: Impairment Enforcement
Program Area: Impaired Driving Countermeasures

Funding Source: 154 AL / 20.607

Type of Project: Initial
Started: 10/01/2026

Federal Funds Benefiting

State:	
Local:	$1,266,750.00
Total:	$1,266,750.00

Source of Funds

Federal:	$1,266,750.00
State:	
Local:	$0.00
Total:	$1,266,750.00

Contract Period
Effective: 10/01/2026
Through: 09/30/2027

Prepared By
Wilson, Scott

Subrecipient Authorizing Official **Date**
5-13-2026

Subrecipient Project Director **Date**

MHTC Authorizing Official **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of $1,266,750.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than $10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total $10,000 or more but less than $100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total $100,000 or more must:
    1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
    2. post a notice of the proposed purchase in a public area of the Subrecipient's office; and
    3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. Make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.321)
9. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible. Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a value of $10,000 or more. The MHTC will notify the subrecipient when an item of original cost of $10,000 or more (and tracked by the MHTC as inventory) is no longer being tracked and may be disposed of. Subrecipient must keep and maintain equipment until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official . Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends $1,000,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than $1,000,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (*https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf*) by reporting to FSRS.gov for each sub-grant awarded:

A. Name of the entity receiving the award;

B. Amount of the award;

C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
E. Unique entity identifier (generated by *SAM.gov*);
F. The names and total compensation of the five most highly compensated officers of the entity if :
   A. the entity in the preceding fiscal year received-
      a. 80 percent or more of its annual gross revenues in Federal awards;
      b. $25,000,000 or more in annual gross revenues from Federal awards; and
   B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.

D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   2. the period during which the Recipient retains ownership or possession of the property.

I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. **COMPLIANCE**: The Subrecipient must comply with the following Statutes or Rules:
   1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
   2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
   3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
   4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
   5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.
   6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

X. **PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. **INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:
   1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.

XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.

XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over $10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

Section	Assistance Listing #	Program Title
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace.
   2. The Subrecipient's policy of maintaining a drug-free workplace.
   3. Any available drug counseling, rehabilitation, and employee assistance programs.
   4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
   5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.

E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination.
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXIII. RESTRICTION ON STATE LOBBYING
(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal .

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended , debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over $5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total $500,000 or more.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, the subrecipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately- owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include: mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

XXXI. CERTIFICATION ON CONFLICT OF INTEREST

(Applies to subrecipients as well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

A. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
   1. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
   2. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

B. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

A. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

B. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

C. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

XXXII. TRAVEL REQUIREMENTS

Any travel awarded in this agreement must follow these guidelines:

A. All costs should fall at or below CONUS rates for the location travelled to.

B. Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.

C. Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.

D. Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.

E. Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering MHTC-funded courses must adhere to the following standard elements required for training contracts:

A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.

B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.

C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:

1. Title of the class
2. Date(s) and location of class
3. Printed Name and signature of attendees (unless otherwise prohibited)
4. Name of agency/organization of each attendee

D. To ensure the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.

E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
5. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. **SOBRIETY CHECKPOINTS**

   Unless otherwise prohibited by state statute or appropriation,

   a) The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
   b) Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
   c) Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: https://mobilization.rejis.org.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

Independence Missouri consistently ranks 3rd in disabling and fatal traffic crashes in Missouri. Independence crashes involving alcohol and drug impairment continue to cause around 5% of fatal and disabling crashes statewide. Independence PD participates in National Traffic Safety Campaigns as well as conducts weekly saturation patrols to combat impaired Driving. Independence PD also maintains a strong Youth Alcohol Program keeping nearly 170 establishments to a 97 to 98% compliance rating.

Per the FY24-26 Triennial Highway Safety Plan, substance-impaired drivers contributed to 22% of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs has increased significantly over the past decade. With recreational marijuana now legal in Missouri, there are concerns this trend will continue.

Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 81.7% of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Depending on the jurisdiction, impaired driving offenses in Missouri are prosecuted differently. Prosecutors and judges may not always be aware of the severity of the impaired driving problem or how to best provide treatment for an offender.

From 2022 to 2025, the Independence Police Department investigated 9,271 crashes. It was determined alcohol and or drug impairment was involved in 215 of these crashes which resulted in 15 fatality and 200 disabling injury crashes. These crashes killed 16 people and caused 298 disabling injuries. (LETS 5 reports)

The following data shows where Independence ranks compared to other cities in Missouri for impaired related fatalities and disabling injury crashes. (2022 to 2024 - MSHP static reports)

- Total Crashes
4th in the state - 6,704 (2.2%)

- Fatal Crashes
4th in the state - 57 (4.3%)

- Disabling Injury Crashes
4th in the state - 241 (3.2%)

Alcohol/Drug Impaired Crash Data:

- Alcohol & Drug Involved Crashes
3rd in the state - 323 (3.6%)

- Alcohol & Drug Fatal Crashes
3rd in the state - 9 (5.3%)

- Alcohol & Drug Disabling Injury Crashes
3rd in the state - 37 (5.4%)

An important item to include is the location of Independence in Missouri. Independence is located in Jackson County Missouri which, currently and historically, ranks #1 in all alcohol & drug related crashes, fatal crashes and disabling injury crashes from 2022 to 2024.

From 2022 to 2024, the top four "high crash" locations in Independence were;

1st - MO-291 Hwy & Gudgell St

2nd - MO-291 Hwy & Frontage Rd

3rd - MO-291 Hwy & Salisbury Rd

4th - Noland Rd & 35th St

Youth Alcohol: Underage drinking and the sales of alcohol to minors continue to cause problems in Independence. Alcohol and drug impairment were contributing factors in 17 serious injury or fatal crashes from 2022 to 2024. Youth alcohol compliance checks continue to keep the citizens safe from underage drinking and protect the youth from the illegal purchasing of alcohol in Independence.

From 2022 to 2024, an average of 2,379 purchases were attempted in Independence. The compliance rate increased from 97% to 98.6%. In 2025, the compliance rate dropped back to 97.9% which showed a reduction in compliance checks directly affected the compliance rating.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average alcohol-involved fatality target of 232.6 by December 31, 2026.

Additional Goals:

- Participate in national impaired driving campaigns

- Participate in statewide quarterly impaired driving enforcement campaigns

- Develop and implement a high visibility impaired driving enforcement plan involving saturation patrols and other approved methods

- Conduct youth alcohol enforcement consisting of compliance checks, surveillance, and follow-up visits.

An additional goal is to reach a department-high of 600 DWI arrests in 2026. Independence PD averaged around 300 DWI arrests per year dating back to 2016. In 2024, Independence PD officers arrested 461 impaired drivers. In 2025, Independence PD officers arrested 571 impaired drivers.

Three to five officers and one supervisor will be assigned to each saturation project in areas where DWI arrests have been made and where alcohol related crashes have occurred. This operation will be scheduled year-round on Wednesdays, Thursdays, Fridays and Saturday nights from 6:00 p.m. to 12:00 a.m. or 7:00 p.m. to 3:00 a.m. and target holidays when the occurrence of alcohol related crashes increase, to include during statewide mobilization campaigns.

Additionally, monthly waves of enforcement will be conducted on Wednesday and Thursday nights from 6:00 p.m. to 12:00 a.m. The times will vary from 4:00 p.m. to 5:00 a.m. any day of the week. These waves will supplement the weekend saturations by officers working individually or in smaller teams so that additional DWI enforcement can fill in gaps where there was no DWI enforcement coverage during the week. With the popularity of weeknight pool, bowling, poker, and other entertainment activities associated with the consumption of alcohol, these additional waves of enforcement will be beneficial to our goal of reducing alcohol related crashes.

Large-scale saturations will be employed approximately eight to ten times a year. They will consist of ten to twenty officers with two to three supervisors conducting saturation patrols in a determined location with a BAT van deployed for processing impaired drivers. These efforts will be accompanied by press releases advising the impending enforcement and results .

I-70, MO-12 (Truman Rd), MO-291, MO-78 (23rd St), US-24, Noland Rd, Lee's Summit Rd, Sterling Ave, and US-40 Hwy top the list of alcohol related crash locations and will be the primary focus of DWI enforcement operations.

While compiling statistics from 2024 and 2025 DWI arrests, it was shown that DWI arrests occur every day of the week. After the COVID-19 pandemic, funding allowed Independence PD officers to conduct saturations weekly from Wednesdays through Saturdays. The hours for Wednesday and Thursdays were 6:00 p.m. to 12:00 a.m. The hours for Friday and Saturdays were 7:00 p.m. to 3:00 a.m. The following numbers represent the percentage of DWI arrests that occurred on these days in 2024 and 2025 (total of 946):

Wednesdays - 12.5% (119)
Thursdays - 13.8% (131)
Fridays - 16.3% (155)
Saturdays - 22.1% (210)
Sundays - 14.2% (135)

Underage confidential informants (C.I.s) supervised by police officers will be used to conduct approximately thirty (30) or more compliance checks a year. The goal is to conduct fifteen (15) to twenty (20) checks for liquor-by-drink locations and approximately thirty (30) or more checks for package liquor establishments. Additional follow-up compliance checks will be attempted for establishments with reported violations and/or complaint locations. Additional compliance checks, surveillance, and follow-ups will be conducted as funds and staffing allow.

One lead officer plus four (4) to twelve (12) officers and one supervisor working in teams of two will take part in these compliance checks. Each team will utilize between one and three paid C.I.'s assigned to each team. Each operation will be scheduled for eight (8) to ten (10) hours, depending on the number of violations. These operations will be scheduled year-round with special focus on weekends, holidays, prom, homecomings, and graduations and school breaks. The goal of conducting liquor compliance checks is to reduce the availability of alcohol sales to youth in our community.

An expansion of the "Cops in Shops" program will place additional plainclothes officers in retail alcohol outlets posing as store employees or customers in a collaborative effort to prevent illegal underage alcohol purchases and to prevent adults from purchasing alcohol for minors. Previous communication with retailers indicates nearly half of all Independence package liquor establishments wish to participate in this voluntary program.

During the calendar year of 2025, the Independence Police Department conducted twenty-four (24) total compliance checks, with just over 3,100 attempted purchases. All 180 licensed establishments were checked multiple times, resulting in the City of Independence compliance rate of 97.9%.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce a safety belt policy for all employees/personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	Yes
12 If YES, please explain.	

Independence PD hired an Administrative Assistant II, in June of 2024. In May of 2025, the department was notified had been arrested for stealing by an outside agency. A brief survey of her time sheet revealed she entered a Grant Overtime Shift on her time sheet and never logged into a computer to complete any work. She was investigated and multiple time entries for the months of May 2025 and April 2025 were questioned. City Hall and Finance staff were advised and the decision was made not to voucher any entry for from the months of April and May of 2025. She was terminated from the department in June of 2025.

13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

In December of 2023, the City of Independence switched payroll systems which changed and delayed tracking of monthly spending. Grant activities were stopped to cover unexpected balances which helped but also located over-spending. Officers also received a nearly 20% raise across the department which affected projected spending habits.

15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No

16	Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	
18	What is the location of your project (City, County, or Counties)?	City of Independence
19	What is your organization type?	Enforcement Agency
20	If answered OTHER, please explain.	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

21	Total number of DWI violations written by your agency.	484
22	Total number of speeding citations written by your agency.	6901
23	Total number of HMV citations written by your agency.	8653
24	Total number of child safety/booster seat citations written by your agency.	45
25	Total number of safety belt citations written by your agency.	934
26	Total number of warnings issued.	1553

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

27	Total number of traffic crashes.	6704
28	Total number of traffic crashes resulting in a fatality.	57
29	Total number of traffic crashes resulting in a serious injury.	241
30	Total number of speed-related traffic crashes.	1032
31	Total number of speed-related traffic crashes resulting in a fatality.	26
32	Total number of speed-related traffic crashes resulting in a serious injury.	95
33	Total number of alcohol-related traffic crashes.	323
34	Total number of alcohol-related traffic crashes resulting in a fatality.	9
35	Total number of alcohol-related traffic crashes resulting in a serious injury.	37
36	Total number of unbuckled fatalities.	17

37 Total number of unbuckled serious injuries. 45

Enter your agency's information below.

38 Total number of commissioned law enforcement officers. 199

39 Total number of commissioned patrol and traffic officers. 112

40 Total number of commissioned law enforcement officers available for overtime enforcement. 199

41 Total number of vehicles available for enforcement. 75

42 Total number of radars/lasers. 46

43 Total number of in-car video cameras. 75

44 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

16 PBTs

45 Total number of Breath Instruments. 6

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

46 Identify primary enforcement locations.

I-70, I-470, MO-291, MO-78 (23rd St.), MO-12 (Truman Rd.), US-40 HWY, US-24 HWY, Noland Rd., Lee's Summit Rd., Sterling Ave.

47 Enter the number of enforcement periods your agency will conduct each month. 30

48 Enter the months in which enforcement will be conducted.

All months of the fiscal year.

49 Enter the days of the week in which enforcement will be conducted.

All days of the week.

50 Enter the time of day in which enforcement will be conducted.

4:00 p.m. to 5:00 a.m. with an emphasis from 6:00 p.m. to 3:00 a.m.

51 Enter the number of officers assigned during the enforcement period. 40

52 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state MIBRS, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives established to meet the project Goals, such as:
- Enforcement activities (planned activities compared with actual activities)
- Programs (number and success of programs held compared to planned programs, evaluations if available)
- Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
- Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
- Public awareness activities (media releases, promotion events, or education materials produced or purchased)
- Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

- Quarterly evaluations will be conducted to show the breakdown of DWI arrests conducted by grant officers and DWI arrests by day of the week.

- Monthly tracking of spending and statistics will be used to evaluate the project.

- Annual crash data, impaired driving arrests, and liquor violations will also be analyzed to determine the impact of this project.

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	Impaired Driving Enforcement (Including Supervisors, Officers, Dispatchers, Detention and Administrative Personnel). Approximately 6,206 Hours.	1.00	$900,000.00	$900,000.00	$0.00	$900,000.00
	Overtime and/or Fringe	Youth Alcohol Enforcement (Including Supervisors, Officers, Minors (CI's), and Administrative Personnel). Approximately 1,965 Hours	1.00	$285,000.00	$285,000.00	$0.00	$285,000.00
	Overtime and/or Fringe	Highway Safety Campaigns (Holiday Impaired, Spring Impaired, DSOGPO). Approximately 517 Hours.	1.00	$75,000.00	$75,000.00	$0.00	$75,000.00
					$1,260,000.00	**$0.00**	**$1,260,000.00**
Training							
	Professional Development	DRE National Conference	3.00	$2,250.00	$6,750.00	$0.00	$6,750.00
					$6,750.00	**$0.00**	**$6,750.00**
				Total Contract	**$1,266,750.00**	**$0.00**	**$1,266,750.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
WORD	Word	WP Sign Up Form Octob	01/30/2026
WORD	Word	YA Year-End Summary 2(	01/30/2026
WORD	Word	TSU Allotted Hrs 2026.dc	02/02/2026
PDF	PDF Document	26-27 DWI App Signed.p(	02/13/2026
PDF	PDF Document	City Authorization Form-S	03/18/2026

Impaired Driving Enforcement Traffic Grant
MoDot
05-05-26-jb

BILL NO. 26-731

RESOLUTION NO. 1227

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $1,266,750.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF DRE CONFERENCE FEES AND OVERTIME PROGRAMS FOR THE POLICE DEPARTMENT FOR IMPAIRED DRIVING ENFORCEMENT AND YOUTH ALCOHOL LIQUOR COMPLIANCE CHECKS FROM OCTOBER 1, 2026, TO SEPTEMBER 30, 2027, AND AUTHORIZING FUTURE CHANGE ORDERS AND/OR TIME EXTENSIONS FOR THE SAME PROJECT TO SEPTEMBER 20, 2027.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement of DRE Conference fees and overtime programs for the Police Department for impaired driving enforcement and youth alcohol liquor compliance checks in the amount of One Million Two Hundred Sixty-Six Thousand Seven Hundred Fifty and NO/100 Dollars ($1,266,750.00) from October 1, 2026, through September 30, 2027; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #27-ENF_AL-03-022) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of One Million Two Hundred Sixty-Six Thousand Seven Hundred Fifty and NO/100 Dollars ($1,266,750.00 for DRE Conference fees and overtime programs for the Police Department from October 1, 2026, through September 30, 2027, to provide enforcement with an emphasis on impaired driving enforcement and youth alcohol liquor compliance checks, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 3. That the City Manager is hereby authorized to approve future change order, extensions, amendments or addendums for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

Impaired Driving Enforcement Traffic Grant
MoDot
05-05-26-jb

PASSED THIS 1st DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:
Jeanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-732 A resolution authorizing acceptance of a grant in the amount of $485,000.00 from the Missouri Department of Transportation to cover attendance at the annual Law Enforcement Traffic Safety and Advisory Council (LETSAC) Conference and Overtime Programs for Hazardous Moving Violations Enforcement from October 1, 2026, to September 30, 2027, and authorizing future change orders, extensions, amendments or addendums for additional funding for the same project to September 20, 2027. **Approved Res. No. 7228**

Recommendations:

Council approval is recommended.

Background:

The Missouri Department of Transportation, Highway Safety Division will fund enforcement activities for education and enforcement projects related to traffic problems and LETSAC conference fees. This contract (Project #27-SC*-02-018) of $485,000.00 will fund Hazardous Moving Violation projects during the time period of October 1, 2026 through September 30, 2027.

The Police Department will be required to conduct enforcement targeting offenders committing hazardous moving violations (speeding, following too close, improper lane use and failing to yield the right of way). The officers will be assigned to specific high-accident locations to conduct this enforcement and will also participate in enforcement on red light running, I-70 aggressive driving, KC Operation Impact, as well as Operation Lifesaver with the Union Pacific Police Department, which targets violators who fail to stop for railroad crossing gates or signals.

Emergency Justification:

Fiscal Impact:

The total fiscal impact to the City is $485,000.00. A future supplemental appropriation ordinance will formally adopt revenues and expenditures prior to the eligible grant period.

Council Action:

Department / Contact	Police Department /

REVIEWERS

Dennea Leap
Jason Petersen
Doug Brinkley
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. HMV Enforcement Grant Res
2. 2026-27 MODOT HMV Grant Contract_260513_151154
3. Res. No. 7228

BILL NO. _____

ORDINANCE NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $485,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT FOR LETSAC CONFERENCE FEES AND AN OVERTIME PROGRAM FOR HAZARDOUS MOVING VIOLATIONS ENFORCEMENT FROM OCTOBER 1, 2026, TO SEPTEMBER 30, 2027, AND AUTHORIZING FUTURE CHANGE ORDERS, EXTENSIONS, AMENDMENTS OR ADDENDUMS FOR ADDITIONAL FUNDING FOR THE SAME PROJECT TO SEPTEMBER 20, 2027.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement for LETSAC Conference fees and an overtime program for hazardous moving violations enforcement in the amount of Four Hundred Eighty-Five Thousand and 00/100 Dollars ($485,000.00) from October 1, 2026, through September 30, 2027; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #27-SC*-02-018) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Four Hundred Eighty-Five Thousand and 00/100 Dollars ($485,000.00) for LETSAC Conference fees and an overtime program from October 1, 2026, through September 30, 2027, to provide enforcement with an emphasis on hazardous moving violations, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 3. That the City Manager is hereby authorized to approve future change orders, extensions, amendments or addendums for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

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

CONTRACT

Form HS-1 **Revision Reason:** Wording **Version:** 2 05/06/2026

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Name of Grantee
Independence Police Dept.

Grantee County
Jackson

Grantee Address
223 N. Memorial Dr.

Independence, MO 64050-2836

Telephone	Fax
816-325-7300	816-325-7316

Contract Period

Effective: 10/01/2026

Through: 09/30/2027

Project Title: HMV Enforcement
Project Number: 27-SC*-02-018
Project Category: Speed Management
Program Area: State and Community Programs

Funding Source: 402 / 20.600

Type of Project: Initial
Started: 10/01/2026

Federal Funds Benefiting

State:	
Local:	$485,000.00
Total:	$485,000.00

Source of Funds

Federal:	$485,000.00
State:	
Local:	$0.00
Total:	$485,000.00

Prepared By
Wilson, Scott

Subrecipient Authorizing Official **Date**

Subrecipient Project Director **Date** 5-13-2026

MHTC Authorizing Official **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of $485,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than $10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total $10,000 or more but less than $100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total $100,000 or more must:
    1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
    2. post a notice of the proposed purchase in a public area of the Subrecipient's office; and
    3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. Make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.321)
9. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible. Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a value of $10,000 or more. The MHTC will notify the subrecipient when an item of original cost of $10,000 or more (and tracked by the MHTC as inventory) is no longer being tracked and may be disposed of. Subrecipient must keep and maintain equipment until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official . Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends $1,000,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than $1,000,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (*https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf*) by reporting to FSRS.gov for each sub-grant awarded:

A. Name of the entity receiving the award;

B. Amount of the award;

C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
E. Unique entity identifier (generated by *SAM.gov*);
F. The names and total compensation of the five most highly compensated officers of the entity if :
   A. the entity in the preceding fiscal year received-
      a. 80 percent or more of its annual gross revenues in Federal awards;
      b. $25,000,000 or more in annual gross revenues from Federal awards; and
   B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.

D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   2. the period during which the Recipient retains ownership or possession of the property.

I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:
   1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
   2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
   3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
   4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
   5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.
   6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

X. PRODUCTION & DEVELOPMENT COSTS Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. INDEMNIFICATION Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:
   1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.

XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.

XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over $10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

Section	Assistance Listing #	Program Title
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
1. The dangers of drug abuse in the workplace.
2. The Subrecipient's policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation, and employee assistance programs.
4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
a. Abide by the terms of the statement.
b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.

E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
a. Taking appropriate personnel action against such an employee, up to and including termination.
b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal .

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended , debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over $5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total $500,000 or more.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, the subrecipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately- owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

XXXI. CERTIFICATION ON CONFLICT OF INTEREST

(Applies to subrecipients as well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

A. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
   1. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
   2. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

B. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

A. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

B. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

C. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

XXXII. TRAVEL REQUIREMENTS

Any travel awarded in this agreement must follow these guidelines:

A. All costs should fall at or below CONUS rates for the location travelled to.

B. Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.

C. Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.

D. Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.

E. Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering MHTC-funded courses must adhere to the following standard elements required for training contracts:

A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.

B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.

C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:

1. Title of the class
2. Date(s) and location of class
3. Printed Name and signature of attendees (unless otherwise prohibited)
4. Name of agency/organization of each attendee

D. To ensure the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.

E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
5. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. **SOBRIETY CHECKPOINTS**

   Unless otherwise prohibited by state statute or appropriation,

   a) The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.

   b) Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.

   c) Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: https://mobilization.rejis.org.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

EXECUTIVE SUMMARY

Independence Missouri consistently ranks 3rd in disabling and fatal traffic crashes in Missouri. Independence crashes involving speed continue to cause around 5.5% of fatal and disabling crashes statewide. Independence PD officers conduct hazardous moving enforcement operations for hazardous moving, red light violations, and I-70 & I-470 enforcement on a daily basis. Operations are targeted at high crash locations and high violation locations on major roadways in the city of Independence.

PROBLEM IDENTIFICATION

Per the FY 24-26 Triennial Highway Safety Plan, during the last 5 years, no behavior on Missouri roadways has contributed to traffic fatalities as frequently as speed and aggressive driving. From 2017-2021, there were 2,547 fatalities involving a speeding or aggressive driver, accounting for 53% of all traffic fatalities. Speed and aggressive driving are cited in fatal crash reports as a contributing circumstance more than twice as often as impaired driving, and feedback and citation data from law enforcement agencies indicate speeds are up significantly during the last 3 years.

From 2022-2024, Independence Police Officers investigated 6,704 traffic crashes, of which two hundred forty-one (241) were disabling injury crashes and fifty-seven (57) were fatal crashes. Motorists are accustomed to driving at least five (5) to ten (10) miles per hour over the speed limit in almost every driving condition. Many are driving ten (10) to twenty (20) miles per hour over the speed limit throughout the City of Independence. This, coupled with following too closely on a regular basis, results in traffic crashes and injuries. Speeding was a contributing factor in 1,032 crashes during this same time-frame. Speed was also a factor in ninety-five (95) disabling injury crashes and twenty-six (26) fatal crashes.

The City of Independence has a large number of retail businesses around a major shopping center and a large medical hospital campus bordered by an interstate highway, two major state highways and a primary city street. This greatly adds to the traffic flow into this area resulting in an increased amount of traffic congestion and traffic crashes. At this same interchange, the Independence Event Center (indoor multipurpose arena with a 7,000-person capacity) increases the already existing traffic problem. Independence also has a large shopping district stretching four (4) miles through the center of the city along Noland Road. Noland Road is consistently a "High-Crash" location. Aggressive drivers become involved in road-rage which results in even more serious consequences.

In 2025, two hundred fifty-nine (259) traffic crashes occurred along the seven (7) mile stretch of Interstate-70 in Independence. This resulted in one hundred and five (105) injury crashes and three (3) fatal crashes. Enforcement efforts on Interstate-70 were increased from Traffic Grant officers working most weekday mornings from 4:00-6:00 a.m. This effort had a noticeable impact in the reduction of crashes around those hours on Interstate 70. Of the two hundred fifty-nine (259) crashes, forty-eight (48) showed "speed" or "too fast for conditions" to be a contributing factor. Eighty-five (85) were indicated as "following too close" and forty (40) were marked as "improper lane use". These types of violations are consistent with aggressive driving.

Additional statistics from 2025 showed city wide, two hundred thirty-two (232) traffic crashes were listed with "violation signal/sign" as the contributing factor. Ninety-one (91) of these crashes resulted with injuries and five (5) resulted in fatal crashes. Red light violations are in direct correlation to aggressive drivers who are notorious for also speeding, tailgating and cutting off other motorists.

In 2025, Independence PD officers working a combination of HMV grants to include HMV, I-70, and Red Light, arrested sixty-three (63) impaired drivers. This enforcement effort assisted in a ten-year high of 484 DWI arrests department-wide.

The following statistics show where the City of Independence ranks compared to other cities in Missouri for speed related fatalities and serious injury crashes:

Speed Related Crashes - 1,032 - 3.2% (4th in the state)
Speed Related Disabling Injury Crashes - 95 - 5.3% (3rd in the state)
Speed Related Fatal Crashes - 26 - 5.8% (3rd in the state)

The top four "high-crash" locations in Independence are:

1. MO-291 Hwy & Gudgell St

2. MO-291 Hwy & Frontage Rd

3. MO-291 Hwy & Salisbury Rd

4. Noland Rd & 35th St

This information was gathered through LETS-5 (MOCARS) reports and MSHP static reports.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average fatality target of 897.6 by December 31, 2026.

Based on a goal of 0 serious injuries by 2040, Missouri is setting a five-year average serious injury target of 4,486.1 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average speed related fatality target of 293.8 by December 31,2026.

The goal of the Independence Police Department is to develop and implement a plan that focuses on hazardous moving violations (such as speeding, following too closely, driving too fast for conditions, red-light running, improper lane changes, and failure to yield) at high crash locations and corridors.

Officers assigned to the HMV - High Crash Roadways project who are trained in speed measuring devices will be assigned to specific high crash locations. Officers will target hazardous moving violations such as speeding, following too close, improper lane use, and failing to yield the right of way. Officers will be required to monitor traffic and make contact with all observed traffic violators. Enforcement in the form of traffic citations will be suggested for any violations observed. There will also be a zero tolerance for seat belt violations and child restraint violations. Officers assigned to the Traffic Safety Unit will target the following major roadways, I-70, I-470, US-24 Hwy, US-40 Hwy, MO-12 Hwy, MO-78, MO-291, Sterling Ave, Noland Rd, Lees Summit Rd, and 39th St. Officers will also conduct enforcement in locations that may present themselves as a short-term or newly identified problem area.

The Traffic Safety Unit will specifically target I-70 to curb aggressive driving. We have identified that tailgating and improper lane use contribute greatly to the crashes along this major stretch of the interstate in our city as stated in the Problem Identification section. Excessively high speeds have become commonplace with the lower traffic numbers near the onset of COVID -19 pandemic. We have not observed a decrease in speeds even with more traffic as most people return to a semblance of normal work and school schedules. A robust enforcement plan with appropriate messaging via social media and press releases will help to make the public more aware of the problem and curb aggressive driving. We will also participate in the aggressive driving campaigns which are coordinated by MoDOT Kansas City District.

Officers will work alone and in teams to saturate areas where aggressive drivers accelerate through red lights or commit violations in conjunction with red light violations. Officers will target red light running violations along major streets and highways. We will also participate with the Union Pacific Railroad Police Department in Operation Lifesaver targeting violators who fail to stop for railroad crossing gates or signals and the KC Operation Impact regional coalition enforcement days.

Officers assigned to the Traffic Safety Unit are provided with an allotment of hours monthly to enforce hazardous moving violations. Driving campaigns are also staffed by members of the Traffic Safety Unit as well as patrol officers through monthly sign-up sheets. Aggressive driving enforcement is strongly encouraged with an emphasis on driving education to reduce traffic crashes.

In 2025, Independence police officers issued 8,927 citations while working MoDOT-funded HMV and STEP traffic grants. 4,663 hazardous moving violations were cited and 4,247 non-moving violations were cited.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce a safety belt policy for all employees/personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	Yes
12 If YES, please explain.	

Independence PD hired an Administrative Assistant II, , in June of 2024. In May of 2025, the department was notified had been arrested for stealing by an outside agency. A brief survey of her time sheet revealed she entered a Grant Overtime Shift on her time sheet and never logged into a computer to complete any work. She was investigated and multiple time entries for the months of May 2025 and April 2025 were questioned. City Hall and Finance staff were advised and the decision was made not to voucher any entry for from the months of April and May of 2025. She was terminated from the department in June of 2025.

13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

In December of 2023, the City of Independence switched payroll systems which changed and delayed tracking of monthly spending. Grant activities were stopped to cover unexpected balances which helped but also located over-spending. Officers also received a nearly 20% raise across the department which affected projected spending habits.

15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No

16	Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	
18	What is the location of your project (City, County, or Counties)?	City of Independence
19	What is your organization type?	Enforcement Agency
20	If answered OTHER, please explain.	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

21	Total number of DWI violations written by your agency.	484
22	Total number of speeding citations written by your agency.	6901
23	Total number of HMV citations written by your agency.	8653
24	Total number of child safety/booster seat citations written by your agency.	45
25	Total number of safety belt citations written by your agency.	934
26	Total number of warnings issued.	1553

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

27	Total number of traffic crashes.	6704
28	Total number of traffic crashes resulting in a fatality.	57
29	Total number of traffic crashes resulting in a serious injury.	241
30	Total number of speed-related traffic crashes.	1032
31	Total number of speed-related traffic crashes resulting in a fatality.	26
32	Total number of speed-related traffic crashes resulting in a serious injury.	95
33	Total number of alcohol-related traffic crashes.	323
34	Total number of alcohol-related traffic crashes resulting in a fatality.	9
35	Total number of alcohol-related traffic crashes resulting in a serious injury.	37
36	Total number of unbuckled fatalities.	17

37 Total number of unbuckled serious injuries. 45

Enter your agency's information below.

38 Total number of commissioned law enforcement officers. 199

39 Total number of commissioned patrol and traffic officers. 112

40 Total number of commissioned law enforcement officers available for overtime enforcement. 112

41 Total number of vehicles available for enforcement. 75

42 Total number of radars/lasers. 46

43 Total number of in-car video cameras. 75

44 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

16 PBTs

45 Total number of Breath Instruments. 6

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

46 Identify primary enforcement locations.

I-70, I-470, MO-291, MO-78 (23rd St.), MO-12 (Truman Rd.), US-40 HWY, US-24 HWY, Noland Rd., Lee's Summit Rd., Sterling Ave., 35th St., 39th St.

47 Enter the number of enforcement periods your agency will conduct each month. 30

48 Enter the months in which enforcement will be conducted.

All months of the fiscal year.

49 Enter the days of the week in which enforcement will be conducted.

All days of the week.

50 Enter the time of day in which enforcement will be conducted.

4:00 a.m. to 12:00 a.m.

51 Enter the number of officers assigned during the enforcement period. 40

52 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state MIBRS, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

- Monthly tracking of spending and statistics will be used to evaluate the project.

- Annual crash data and citations will be analyzed to determine the impact of this project.

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	HMV High-Crash Roadways (Supervisors, Officers, Dispatchers, and Administrative Personnel). Approximately 2,241 Hours.	1.00	$325,000.00	$325,000.00	$0.00	$325,000.00
	Overtime and/or Fringe	I-70 Aggressive Driving Enforcement (Supervisors, Officers, Dispatchers, and Administrative Personnel). Approximately 724 Hours.	1.00	$105,000.00	$105,000.00	$0.00	$105,000.00
	Overtime and/or Fringe	Red-Light Enforcement (Supervisors, Officers, Dispatchers, and Administrative Personnel). Approximately 344 Hours.	1.00	$50,000.00	$50,000.00	$0.00	$50,000.00
					$480,000.00	**$0.00**	**$480,000.00**
Training							
	Professional Development	L.E.T.S.A.C.	5.00	$1,000.00	$5,000.00	$0.00	$5,000.00
					$5,000.00	**$0.00**	**$5,000.00**
				Total Contract	**$485,000.00**	**$0.00**	**$485,000.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
WORD	Word	Large Scale HMV Sign U	02/02/2026
WORD	Word	TSU Allotted Hrs 2026.dc	02/02/2026
PDF	PDF Document	26-27 HMV App Signed.p	02/13/2026
PDF	PDF Document	City Authorization Form-S	03/18/2026

Hazardous Moving Violations Enforcement Traffic Grant
MoDot
05-05-26-jb

BILL NO. 26c-732

RESOLUTION NO. 7228

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $485,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT FOR LETSAC CONFERENCE FEES AND AN OVERTIME PROGRAM FOR HAZARDOUS MOVING VIOLATIONS ENFORCEMENT FROM OCTOBER 1, 2026, TO SEPTEMBER 30, 2027, AND AUTHORIZING FUTURE CHANGE ORDERS, EXTENSIONS, AMENDMENTS OR ADDENDUMS FOR ADDITIONAL FUNDING FOR THE SAME PROJECT TO SEPTEMBER 20, 2027.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement for LETSAC Conference fees and an overtime program for hazardous moving violations enforcement in the amount of Four Hundred Eighty-Five Thousand and 00/100 Dollars ($485,000.00) from October 1, 2026, through September 30, 2027; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #27-SC*-02-018) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Four Hundred Eighty-Five Thousand and 00/100 Dollars ($485,000.00) for LETSAC Conference fees and an overtime program from October 1, 2026, through September 30, 2027, to provide enforcement with an emphasis on hazardous moving violations, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 3. That the City Manager is hereby authorized to approve future change orders, extensions, amendments or addendums for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

Hazardous Moving Violations Enforcement Traffic Grant
MoDot
05-05-26-jb

PASSED THIS 1st DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-733 A resolution authorizing acceptance of a grant in the amount of $26,000.00 from the Missouri Department of Transportation for reimbursement of overtime for pedestrian safety enforcement programs from October 1, 2026, to September 30, 2027, and authorizing future change orders, extensions, amendments or addendums for additional funding for the same project to September 20, 2027. **Approved Res. No. 7229**

Recommendations:

Council approval is recommended.

Background:

The Missouri Department of Transportation, Office of Highway Safety will fund enforcement activities for education and enforcement projects related to traffic problems. This grant (Project #27-PS-02-001) of $26,000.00 will fund an overtime program to conduct pedestrian and bicyclist safety enforcement during the time period of October 1, 2026 and September 30, 2027.

Officers will target "high-crash" locations or areas of increased pedestrian and bicycle traffic and make contact with observed traffic violators. An emphasis will be placed on raising pedestrian and cyclist awareness of roadway dangers and to provide knowledge of state laws and municipal ordinances to help protect road users. The overall goal is to reduce the number of traffic crashes resulting in pedestrian fatalities.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $26,000.00. A future supplemental appropriation ordinance will formally adopt revenues and expenditures prior to the eligible grant period.

Council Action:

Department / Contact Police Department /

REVIEWERS

Dennea Leap
Jason Petersen
Doug Brinkley
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Acceptance of PSE Grant Res
2. 2026-27 MODOT PSE Grant Contract_260513_151026
3. Res. No. 7229

BILL NO. _____

ORDINANCE NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $26,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF OVERTIME FOR PEDESTRIAN SAFETY ENFORCEMENT PROGRAMS FROM OCTOBER 1, 2026, TO SEPTEMBER 30, 2027, AND AUTHORIZING FUTURE CHANGE ORDERS, EXTENSIONS, AMENDMENTS OR ADDENDUMS FOR ADDITIONAL FUNDING FOR THE SAME PROJECT TO SEPTEMBER 20, 2027.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement of overtime for Pedestrian Safety Enforcement programs in the amount of Twenty-Six Thousand and NO/100 Dollars ($26,000.00) from October 1, 2026, through September 30, 2027; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #27-PS-02-001) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Twenty-Six Thousand and NO/100 Dollars ($26,000.00) for overtime programs for the Police Department from October 1, 2026, through September 30, 2027, to provide enforcement with an emphasis on pedestrian and cyclist safety violations, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments, or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 3. That the City Manager is hereby authorized to approve future change orders, extensions, amendments or addendums for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

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

CONTRACT

Form HS-1 **Revision Reason:** Wording **Version:** 2 05/06/2026

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: Pedestrian Safety Enforcement
Project Number: 27-PS-02-001
Project Category: Pedestrian/Bicycle Safety
Program Area: State and Community Programs
Funding Source: 402 / 20.600

Name of Grantee
Independence Police Dept.

Type of Project: Initial
Started: 10/01/2026

Grantee County
Jackson

Federal Funds Benefiting

State:	
Local:	$26,000.00
Total:	$26,000.00

Grantee Address
223 N. Memorial Dr.
Independence, MO 64050-2836

Telephone	Fax
816-325-7300	816-325-7316

Source of Funds

Federal:	$26,000.00
State:	
Local:	$0.00
Total:	$26,000.00

Contract Period
Effective: 10/01/2026
Through: 09/30/2027

Prepared By
Wilson, Scott

Subrecipient Authorizing Official **Date**
5-15-2026

Subrecipient Project Director **Date**

MHTC Authorizing Official **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of $26,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than $10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total $10,000 or more but less than $100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total $100,000 or more must:
    1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
    2. post a notice of the proposed purchase in a public area of the Subrecipient's office; and
    3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. Make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.321)
9. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible. Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a value of $10,000 or more. The MHTC will notify the subrecipient when an item of original cost of $10,000 or more (and tracked by the MHTC as inventory) is no longer being tracked and may be disposed of. Subrecipient must keep and maintain equipment until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official . Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends $1,000,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than $1,000,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (*https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf*) by reporting to FSRS.gov for each sub-grant awarded:

A. Name of the entity receiving the award;

B. Amount of the award;

C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
E. Unique entity identifier (generated by *SAM.gov*);
F. The names and total compensation of the five most highly compensated officers of the entity if:
   A. the entity in the preceding fiscal year received-
      a. 80 percent or more of its annual gross revenues in Federal awards;
      b. $25,000,000 or more in annual gross revenues from Federal awards; and
   B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.

D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   2. the period during which the Recipient retains ownership or possession of the property.

I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. **COMPLIANCE**: The Subrecipient must comply with the following Statutes or Rules:
   1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
   2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
   3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
   4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
   5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.
   6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

X. PRODUCTION & DEVELOPMENT COSTS Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. INDEMNIFICATION Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:
   1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.

XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.

XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over $10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

Section	Assistance Listing #	Program Title
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace.
2. The Subrecipient's policy of maintaining a drug-free workplace.
3. Any available drug counseling, rehabilitation, and employee assistance programs.
4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:

a. Abide by the terms of the statement.
b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.

E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:

a. Taking appropriate personnel action against such an employee, up to and including termination.
b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over $5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total $500,000 or more.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, the subrecipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately- owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

XXXI. CERTIFICATION ON CONFLICT OF INTEREST

(Applies to subrecipients as well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

A. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
   1. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
   2. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

B. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

A. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

B. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

C. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

XXXII. TRAVEL REQUIREMENTS

Any travel awarded in this agreement must follow these guidelines:

A. All costs should fall at or below CONUS rates for the location travelled to.

B. Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.

C. Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.

D. Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.

E. Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering MHTC-funded courses must adhere to the following standard elements required for training contracts:

A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training . The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.

B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.

C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:

1. Title of the class
2. Date(s) and location of class
3. Printed Name and signature of attendees (unless otherwise prohibited)
4. Name of agency/organization of each attendee

D. To ensure the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.

E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal , disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
5. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. **SOBRIETY CHECKPOINTS**

   Unless otherwise prohibited by state statute or appropriation,

   a) The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.

   b) Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.

   c) Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: https://mobilization.rejis.org.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

Since 2022, Independence PD has investigated twenty-three (23) pedestrian fatal crashes. These crashes occur on major roadways, all hours of the day. With this funded targeted enforcement at high pedestrian areas and educational encounters, we intend to severely impact pedestrian involved fatal crashes. Reducing pedestrian involved fatal crashes below five per year, is a realistic and obtainable goal.

Per the FY24-26 Triennial Highway Safety Plan, walking and bicycle riding are essential modes of transportation for many Missourians. Many Missourians do not have access to a personal vehicle, are not physically capable of driving, simply decide not to drive, or delay licensure. Many of the urban areas like St. Louis, Kansas City, Springfield, and Columbia have growing pedestrian and bicyclist networks.

Motor vehicle crashes involving pedestrians and bicyclists account for 13% of Missouri' s traffic fatalities and have increased by 44% since 2012. When a non-motorized user is involved in a traffic crash, the potential for injury or death is significant. For example, from 2017-2021, pedestrian involved crashes comprised just 1% of all crashes but accounted for 11.6% of all traffic fatalities and 6.1% of all serious injuries in Missouri.

From 2017-2021, pedestrian fatalities were most prevalent in urban areas (77%) and at night (73%). Pedestrian fatalities occurred at a higher rate amongst black Missourians when compared to other races, particularly in urban areas. There is also a higher frequency of pedestrian fatalities between July and December compared to other times of the year. Most pedestrians killed in Missouri traffic crashes are between the ages of 20 and 69, with ages 30-59 representing the largest portion.

Missouri is also monitoring trends in crashes involving other non-motorized road users, such as (but not limited to) electric bicycles, scooters, personal mobility assistance devices, and utility vehicles. As more people are utilizing these modes of transportation, crashes involving these vulnerable road users are also increasing.

From 2022-2024, the City of Independence investigated 6,704 crashes, of which two hundred forty-one (241) were disabling injury crashes and fifty-seven (57) were fatality crashes. One hundred thirty-one (131) of these crashes involved one hundred thirty-six (136) pedestrians. Of these crashes, seventeen (17) were fatal crashes.

This statistic became extremely noticeable when looking at crashes in the year 2023. During the year of 2023, the Independence Police Department's Accident Investigation Unit investigated thirty-eight (38) serious injury and/or fatal crashes. Twenty-six (26) of these crashes resulted in a fatality. Nine (9) of the twenty-six (26) fatalities, were to the pedestrian involved in the crash.

These fatal crashes were primarily occurring on MO-78 (23rd St) or US-40 Hwy. Time of day and clothing of the pedestrian were factors in the crash as well as pedestrians crossing mid-block without any type of signal or protection from traffic.

As we started 2024, four pedestrians were struck before the end of January. Two of the four died as a result from the crash.

Crash data shows the following locations are the "high-crash" locations involving pedestrians:

- US-40 Hwy & 36th St.

- 23rd St & Vermont Ave.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goals:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average pedestrian fatality target of 110.4 by December 31, 2026.

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average bicyclist fatality target of 13.6 by December 31, 2026.

Our project goal is to raise pedestrian and cyclist awareness of roadway dangers and provide knowledge of state laws and municipal ordinances to help protect road users. Officers will patrol areas saturated with pedestrian and cyclist traffic and target violations. Officers will strive for two contacts per hour and enforce municipal ordinances through citations or written warnings .

Though our goal is to reach zero fatalities each year, we must focus on statistical data and aim enforcement and visibility efforts at designated problem areas. By focusing on these identified problem areas, we should create a safer environment for pedestrian and cyclist traffic as well as increase law enforcement visibility for drivers as well .

Our goal is to create an additional funding source through MoDOT for pedestrian and cyclist enforcement with a greater goal of reducing crashes by education, enforcement and engineering.

PROJECT DESCRIPTION

The City of Independence has multiple municipal ordinances written for "Pedestrian Right-of-Way and Duties." Officers will work alone or in teams with enforcement efforts targeting "high-crash" locations or increased pedestrian traffic as designated. Officers will monitor pedestrian and cyclist traffic and make contact with observed traffic violators in the form of "pedestrian checks" or "traffic stops."

Officers should follow a zero-tolerance enforcement for observed public liquor violations. Officers will also utilize the time of the contact to educate pedestrians or cyclists on Independence municipal ordinances. Officers will encourage proper safety equipment and hand out available equipment if it is readily available. In December of 2025, MoDOT funded the purchase of 250 reflective sashes to be handed out during enforcement to emphasize safety and provide reflective material to pedestrians who are ill-equipped.

Officers will voluntarily sign up for this detail through monthly sign-up sheets. Sign-up sheets will break enforcement efforts into five blocks and shall be split by the fifteenth of each month. Splitting shifts will allow for enforcement efforts to be conducted consistently throughout the month by officers who sign up. Standards and expectations will be listed on the Traffic Grant Requirement sign-up sheet. Officers will sign up for four-hour shifts to be worked from 5:00 a.m. to 11:00 p.m.

SUPPLEMENTAL INFORMATION

	Question	Answer
	You must answer the following questions.	
1	Does your agency have and enforce a safety belt policy for all employees/personnel?	Yes
2	Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3	Does your agency report racial profiling data annually?	Yes
4	Does your agency report to MOCARS?	Yes
5	Does your agency report MIBRS information annually?	Yes
6	Please explain any NO answer(s) to questions 1-5:	
7	Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8	If NO, please explain.	
9	Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10	If YES, please explain.	
11	Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	Yes
12	If YES, please explain.	

Independence PD hired an Administrative Assistant II, in June of 2024. In May of 2025, the department was notified had been arrested for stealing by an outside agency. A brief survey of her time sheet revealed she entered a Grant Overtime Shift on her time sheet and never logged into a computer to complete any work. She was investigated and multiple time entries for the months of May 2025 and April 2025 were questioned. City Hall and Finance staff were advised and the decision was made not to voucher any entry for from the months of April and May of 2025. She was terminated from the department in June of 2025.

13	Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
14	If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

In December of 2023, the City of Independence switched payroll systems which changed and delayed tracking of monthly spending. Grant activities were stopped to cover unexpected balances which helped but also located over-spending. Officers also received a nearly 20% raise across the department which affected projected spending habits.

15	Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No

16	Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	
18	What is the location of your project (City, County, or Counties)?	City of Independence
19	What is your organization type?	Enforcement Agency
20	If answered OTHER, please explain.	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

21	Total number of DWI violations written by your agency.	484
22	Total number of speeding citations written by your agency.	6901
23	Total number of HMV citations written by your agency.	8653
24	Total number of child safety/booster seat citations written by your agency.	45
25	Total number of safety belt citations written by your agency.	934
26	Total number of warnings issued.	1553

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

27	Total number of traffic crashes.	6704
28	Total number of traffic crashes resulting in a fatality.	57
29	Total number of traffic crashes resulting in a serious injury.	241
30	Total number of speed-related traffic crashes.	1032
31	Total number of speed-related traffic crashes resulting in a fatality.	26
32	Total number of speed-related traffic crashes resulting in a serious injury.	95
33	Total number of alcohol-related traffic crashes.	323
34	Total number of alcohol-related traffic crashes resulting in a fatality.	9
35	Total number of alcohol-related traffic crashes resulting in a serious injury.	37
36	Total number of unbuckled fatalities.	17

37 Total number of unbuckled serious injuries. 45

Enter your agency's information below.

38 Total number of commissioned law enforcement officers. 199

39 Total number of commissioned patrol and traffic officers. 112

40 Total number of commissioned law enforcement officers available for overtime enforcement. 199

41 Total number of vehicles available for enforcement. 75

42 Total number of radars/lasers. 46

43 Total number of in-car video cameras. 75

44 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

16 PBT's

45 Total number of Breath Instruments. 6

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

46 Identify primary enforcement locations.

I-70, I-470, MO-291, MO-78 (23rd St.), MO-12 (Truman Rd.), US-40 HWY, US-24 HWY, Noland Rd., Lee's Summit Rd., Sterling Ave., Crysler Ave., 35th St., 39th St.

47 Enter the number of enforcement periods your agency will conduct each month. 30

48 Enter the months in which enforcement will be conducted.

All months of the fiscal year.

49 Enter the days of the week in which enforcement will be conducted.

All days of the week.

50 Enter the time of day in which enforcement will be conducted.

5:00 a.m. to 12:00 a.m. with an emphasis on early morning and evening hours when vision for pedestrians is more contributory to traffic crashes.

51 Enter the number of officers assigned during the enforcement period. 8

52 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state MIBRS, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

- Quarterly evaluations will be conducted to show the breakdown of pedestrian and bicycle violations issued by grant officers .

- Monthly tracking of spending and statistics will be used to evaluate the project.

- Annual crash data, known high pedestrian areas, and citations will be analyzed to determine the impact of this project.

- We will monitor violations per month on an annual basis to look for trends or patterns .

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	Pedestrian Safety Enforcement (Officers, Supervisors, Administrative Personnel). Approximately 179 Hours.	1.00	$26,000.00	$26,000.00	$0.00	$26,000.00
					$26,000.00	**$0.00**	**$26,000.00**
				Total Contract	**$26,000.00**	**$0.00**	**$26,000.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
WORD	Word	Ped Safety February 202	02/09/2026
PDF	PDF Document	Ped Safety Ordinances.p	02/09/2026
PDF	PDF Document	26-27 PSE App Signed.p	02/13/2026
PDF	PDF Document	City Authorization Form-S	03/18/2026

Pedestrian Safety Enforcement Traffic Grant
MoDot
05-05-26-jb

BILL NO. 26-733

RESOLUTION NO. 7229

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $26,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF OVERTIME FOR PEDESTRIAN SAFETY ENFORCEMENT PROGRAMS FROM OCTOBER 1, 2026, TO SEPTEMBER 30, 2027, AND AUTHORIZING FUTURE CHANGE ORDERS, EXTENSIONS, AMENDMENTS OR ADDENDUMS FOR ADDITIONAL FUNDING FOR THE SAME PROJECT TO SEPTEMBER 20, 2027.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement of overtime for Pedestrian Safety Enforcement programs in the amount of Twenty-Six Thousand and NO/100 Dollars ($26,000.00) from October 1, 2026, through September 30, 2027; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #27-PS-02-001) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Twenty-Six Thousand and NO/100 Dollars ($26,000.00) for overtime programs for the Police Department from October 1, 2026, through September 30, 2027, to provide enforcement with an emphasis on pedestrian and cyclist safety violations, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments, or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 3. That the City Manager is hereby authorized to approve future change orders, extensions, amendments or addendums for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

Pedestrian Safety Enforcement Traffic Grant
MoDot
05-05-26-jb

PASSED THIS 1st DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Jasmine Hound
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-734 A resolution authorizing acceptance of a grant in the amount of $20,000.00 from the Missouri Department of Transportation for reimbursement of overtime for Occupant Protection Enforcement Programs from October 1, 2026, to September 30, 2027, and authorizing future change orders, extensions, amendments or addendums for additional funding for the same project to September 20, 2027. **Approved Res. No. 7230**

Recommendations:

Council approval is recommended.

Background:

The Missouri Department of Transportation, Office of Highway Safety will fund enforcement activities for education and enforcement projects related to traffic problems. This grant (Project #27-M2HVE-05-004) of $20,000.00 will fund overtime programs to conduct occupant safety device enforcement as well as the Highway Safety Click It or Ticket and the Child Passenger Safety Campaigns, which target violators who fail to wear seat belts or use child restraint systems during the time period of October 1, 2026 and September 30, 2027.

Officers will monitor traffic on major roadways and known high-crash locations and make contact with observed traffic violators with an emphasis on occupant safety devices. The overall goal of the program is to increase safety for drivers in Independence and spread awareness of the dangers associated with failing to wear safety devices while driving.

Emergency Justification:

Fiscal Impact:

The fiscal impact to the City is $20,000.00. A future supplemental appropriation ordinance will formally adopt revenues and expenditures prior to the eligible grant period.

Council Action:

Requesting Council approval for this item.

Department / Contact Police Department /

REVIEWERS

Dennea Leap
Jason Petersen
Doug Brinkley
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Acceptance of OCCP Grant Res (1)
2. 2026-27 MODOT OCCP Grant Contract_260513_151109
3. Res. No. 7230

BILL NO. _____

ORDINANCE NO. _____

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $20,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF OVERTIME FOR OCCUPANT PROTECTION ENFORCEMENT PROGRAMS FROM OCTOBER 1, 2026, TO SEPTEMBER 30, 2027, AND AUTHORIZING FUTURE CHANGE ORDERS, EXTENSIONS, AMENDMENTS OR ADDENDUMS FOR ADDITIONAL FUNDING FOR THE SAME PROJECT TO SEPTEMBER 20, 2027.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement of overtime for occupant protection enforcement programs in the amount of Twenty Thousand and NO/100 Dollars ($20,000.00) from October 1, 2026, through September 30, 2027; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #27-M2HVE-05-004) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Twenty Thousand and NO/100 Dollars ($20,000.00) for overtime programs for the Police Department from October 1, 2026, through September 30, 2027, to provide enforcement with an emphasis on occupant safety device violations, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments, or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 3. That the City Manager is hereby authorized to approve future change orders, extensions, amendments or addendums for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

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

CONTRACT

Form HS-1 **Revision Reason:** Wording **Version:** 2 05/06/2026

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: Occupant Protection Enforcement
Project Number: 27-M2HVE-05-004
Project Category: 405b Low HVE
Program Area: Occupant Protection

Funding Source: 405b / 20.616

Name of Grantee
Independence Police Dept.

Type of Project: Initial
Started: 10/01/2026

Grantee County
Jackson

Grantee Address
223 N. Memorial Dr.

Independence, MO 64050-2836

Telephone	Fax
816-325-7300	816-325-7316

Federal Funds Benefiting

State:	
Local:	$20,000.00
Total:	$20,000.00

Source of Funds

Federal:	$20,000.00
State:	
Local:	$0.00
Total:	$20,000.00

Contract Period
Effective: 10/01/2026
Through: 09/30/2027

Prepared By
Wilson, Scott

Subrecipient Authorizing Official **Date**

5-13-2026

Subrecipient Project Director **Date**

MHTC Authorizing Official **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of $20,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than $10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total $10,000 or more but less than $100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total $100,000 or more must:
    1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
    2. post a notice of the proposed purchase in a public area of the Subrecipient's office; and
    3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. Make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.321)
9. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible. Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a value of $10,000 or more. The MHTC will notify the subrecipient when an item of original cost of $10,000 or more (and tracked by the MHTC as inventory) is no longer being tracked and may be disposed of. Subrecipient must keep and maintain equipment until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official . Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends $1,000,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than $1,000,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (*https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf*) by reporting to FSRS.gov for each sub-grant awarded:

A. Name of the entity receiving the award;

B. Amount of the award;

C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
E. Unique entity identifier (generated by *SAM.gov*);
F. The names and total compensation of the five most highly compensated officers of the entity if:
   A. the entity in the preceding fiscal year received-
      a. 80 percent or more of its annual gross revenues in Federal awards;
      b. $25,000,000 or more in annual gross revenues from Federal awards; and
   B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(Applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.

D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
   1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   2. the period during which the Recipient retains ownership or possession of the property.

I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. **COMPLIANCE**: The Subrecipient must comply with the following Statutes or Rules:
   1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
   2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).
   3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
   4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.
   5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.
   6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

X. PRODUCTION & DEVELOPMENT COSTS

Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. INDEMNIFICATION

Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:
   1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.

XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and /or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.

XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over $10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

Section	Assistance Listing #	Program Title
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace.
   2. The Subrecipient's policy of maintaining a drug-free workplace.
   3. Any available drug counseling, rehabilitation, and employee assistance programs.
   4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
   5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
   a. Abide by the terms of the statement.
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.

E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
   a. Taking appropriate personnel action against such an employee, up to and including termination.
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal .

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions:

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
    b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over $5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total $500,000 or more.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, the subrecipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately- owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

XXXI. CERTIFICATION ON CONFLICT OF INTEREST

(Applies to subrecipients as well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

A. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
   1. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
   2. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

B. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

A. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

B. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .

C. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

XXXII. TRAVEL REQUIREMENTS

Any travel awarded in this agreement must follow these guidelines:

A. All costs should fall at or below CONUS rates for the location travelled to.

B. Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.

C. Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.

D. Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.

E. Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering MHTC-funded courses must adhere to the following standard elements required for training contracts:

A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.

B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.

C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:

1. Title of the class
2. Date(s) and location of class
3. Printed Name and signature of attendees (unless otherwise prohibited)
4. Name of agency/organization of each attendee

D. To ensure the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.

E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.
5. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. **SOBRIETY CHECKPOINTS**

   Unless otherwise prohibited by state statute or appropriation,

   a) The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.

   b) Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.

   c) Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: https://mobilization.rejis.org.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

Independence Missouri consistently ranks 4th in unbuckled disabling and fatal traffic crashes in Missouri. Crash data in Independence evaluating "known use" crashes from 2022 to 2024, showed 11.2% of drivers failed to wear safety belts. This contributed to 45 disabling crashes and 17 unbuckled fatal crashes. Independence PD maintains a seat belt violation as a "primary" traffic stop violation. This project will fund occupant protection enforcement.

PROBLEM IDENTIFICATION

Per the FY24-26 Triennial Highway Safety Plan, during 2017-2021, 64.9% of drivers and occupants killed in crashes in Missouri were unrestrained. The percent of unrestrained teens killed is even higher at 71.6% while pickup truck drivers and occupants are even higher yet at 76.6%.

Missouri's observed seat belt use rate of 88.9% in 2022 is below the national average of 91.6%. Teen seat belt use is of particular concern coming in at just 71.8%, approximately 17% lower than the state average. Furthermore, seat belt use remains lowest amongst males, on non-highways, and in rural areas, particularly southeast and northeast Missouri. If everyone in Missouri buckled up, an estimated 250 lives would be saved each year.

From 2022-2024, the City of Independence investigated 6,704 crashes, of which two hundred forty-one (241) were disabling injury crashes and fifty-seven (57) were fatality crashes. It was determined that seat belts or appropriate safety seats were not used in four hundred fifty-one (451) of those crashes. Among these crashes, seventeen (17) resulted in fatalities. Forty-five (45) crashes resulted in disabling injuries.

In 2025, Independence PD officers issued 934 traffic citations for the violation of "no seat belt" and 45 "child restraint" violations.

The following shows where the City of Independence ranks compared to other cities in Missouri for unbuckled fatalities and serious injury crashes:

- Unbuckled Crashes - 451 - 3.6% (4th in the state)

- Unbuckled Fatal Crashes - 17 - 3.4% (4th in the state)

- Unbuckled Disabling Injury Crashes - 45 - 4.6% (4th in the state)

The top four "high-crash" locations in Independence are as follows:

1. MO-291 Hwy & Gudgell St.
2. MO-291 Hwy & Frontage Rd.
3. MO-291 Hwy & Salisbury Rd.
4. Noland Rd & 35th St.

GOALS/OBJECTIVES

As outlined in the FY24-26 Triennial Highway Safety Plan, Core Performance Measure Goal:

Based on a goal of 0 fatalities by 2030, Missouri is setting a five-year average unrestrained fatality target of 324.4 by December 31, 2026.

Other Performance Measure Goal:

Missouri's goal is to increase statewide observed seat belt use of front seat outboard occupants in passenger vehicles 1 percentage point annually from the 2022 calendar base year rate of 88.9% to 93.0% by December 31, 2026.

Project Goals:

- Participate in the national Click It or Ticket campaign;

- Develop and implement an enforcement plan that will focus on non-use of occupant protection devices as required by state statute or local ordinances.

Through enforcement and public awareness, we would like to significantly reduce the number of safety belt non-use crashes in the City of Independence.

PROJECT DESCRIPTION

The City of Independence has an established "primary" seat belt ordinance. Officers will work alone or in teams with enforcement efforts targeting major roadways and known high-crash locations. Officers will monitor traffic and make contact with observed traffic violators with emphasis on occupant safety devices. There will be "zero-tolerance" for seat belt and child restraint violations. We will also participate in the Click it or Ticket (CIOT) national enforcement mobilization.

It is the goal of the Independence Police Department to increase safety for drivers in Independence and spread awareness of the dangers associated with failing to wear safety devices while driving. Officers will also target teenage drivers in an effort to eliminate non-use habits early in life.

Officers will work an allotment of hours between 5:00 a.m. and 11:00 p.m. Officers will use a sign-up sheet who wish to participate in this enforcement effort. Sign-up sheets will break enforcement efforts into five 6-hour blocks.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions.	
1 Does your agency have and enforce a safety belt policy for all employees/personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to MOCARS?	Yes
5 Does your agency report MIBRS information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Does your agency have adequate manpower to fully perform the activities, expend the funds requested, and to submit vouchers on a monthly and/or quarterly basis in this application?	Yes
8 If NO, please explain.	
9 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
10 If YES, please explain.	
11 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	Yes
12 If YES, please explain.	

Independence PD hired an Administrative Assistant II, in June of 2024. In May of 2025, the department was notified had been arrested for stealing by an outside agency. A brief survey of her time sheet revealed she entered a Grant Overtime Shift on her time sheet and never logged into a computer to complete any work. She was investigated and multiple time entries for the months of May 2025 and April 2025 were questioned. City Hall and Finance staff were advised and the decision was made not to voucher any entry for from the months of April and May of 2025. She was terminated from the department in June of 2025.

13 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	

In December of 2023, the City of Independence switched payroll systems which changed and delayed tracking of monthly spending. Grant activities were stopped to cover unexpected balances which helped but also located over-spending. Officers also received a nearly 20% raise across the department which affected projected spending habits.

15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No

16	Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17	If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	
18	What is the location of your project (City, County, or Counties)?	Independence
19	What is your organization type?	Enforcement Agency
20	If answered OTHER, please explain.	

Please use the most current 12-months of data available for answering questions 18-23. INCLUDE ALL OF YOUR AGENCY'S STATISTICS, NOT JUST THOSE ISSUED DURING GRANT ACTIVITY.

21	Total number of DWI violations written by your agency.	484
22	Total number of speeding citations written by your agency.	6901
23	Total number of HMV citations written by your agency.	8653
24	Total number of child safety/booster seat citations written by your agency.	45
25	Total number of safety belt citations written by your agency.	934
26	Total number of warnings issued.	1553

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

27	Total number of traffic crashes.	6704
28	Total number of traffic crashes resulting in a fatality.	57
29	Total number of traffic crashes resulting in a serious injury.	241
30	Total number of speed-related traffic crashes.	1032
31	Total number of speed-related traffic crashes resulting in a fatality.	26
32	Total number of speed-related traffic crashes resulting in a serious injury.	95
33	Total number of alcohol-related traffic crashes.	323
34	Total number of alcohol-related traffic crashes resulting in a fatality.	9
35	Total number of alcohol-related traffic crashes resulting in a serious injury.	37
36	Total number of unbuckled fatalities.	17

37 Total number of unbuckled serious injuries. 45

Enter your agency's information below.

38 Total number of commissioned law enforcement officers. 199

39 Total number of commissioned patrol and traffic officers. 112

40 Total number of commissioned law enforcement officers available for overtime enforcement. 199

41 Total number of vehicles available for enforcement. 75

42 Total number of radars/lasers. 46

43 Total number of in-car video cameras. 75

44 Total number of PBTs and/or oral fluid testing devices. Please indicate the number of each type of instrument.

16 PBTs

45 Total number of Breath Instruments. 6

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

46 Identify primary enforcement locations.

I-70, I-470, MO-291, MO-78 (23rd St.), MO-12 (Truman Rd.), US-40 HWY, US-24 HWY, Noland Rd., Lee's Summit Rd., Sterling Ave., Crysler Ave., 35th St., 39th St.

47 Enter the number of enforcement periods your agency will conduct each month. 30

48 Enter the months in which enforcement will be conducted.

May of 2027 during the Click it or Ticket national occupant protection enforcement campaign.

49 Enter the days of the week in which enforcement will be conducted.

All days of the week during the campaign.

50 Enter the time of day in which enforcement will be conducted.

Enforcement will be targeted between 5:00 a.m. and 11:00 p.m. with an emphasis on daytime hours to focus on visible safety belt and child restraint violations.

51 Enter the number of officers assigned during the enforcement period. 10

52 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state MIBRS, Racial Profiling, and MOCARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract
6. Accomplishing the Objectives established to meet the project Goals, such as:
   - Enforcement activities (planned activities compared with actual activities)
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

- Evaluations will be conducted to show the breakdown of seat belt violations and child restraint violations issued by grant officers during the CIOT campaign.

- Tracking of spending and statistics will be used to evaluate the project.

ADDITIONAL FUNDING SOURCES

N/A

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and/or Fringe	Highway Safety Click It or Ticket Campaign - (Supervisors, Officers, and Administrative Personnel). Approximately 137 Hours.	1.00	$20,000.00	$20,000.00	$0.00	$20,000.00
					$20,000.00	**$0.00**	**$20,000.00**
				Total Contract	**$20,000.00**	**$0.00**	**$20,000.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
WORD	Word	OCCP January 2025.doc	02/04/2026
PDF	PDF Document	26-27 Occp App Signed.p	02/13/2026
WORD	Word	IPD Safety Belt Ordinanc	02/16/2026
PDF	PDF Document	City Authorization Form-S	03/18/2026

Occupant Protection Enforcement Traffic Grant
MoDot
05-05-26-jb

BILL NO. 26-734

RESOLUTION NO. 7230

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT IN THE AMOUNT OF $20,000.00 FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF OVERTIME FOR OCCUPANT PROTECTION ENFORCEMENT PROGRAMS FROM OCTOBER 1, 2026, TO SEPTEMBER 30, 2027, AND AUTHORIZING FUTURE CHANGE ORDERS, EXTENSIONS, AMENDMENTS OR ADDENDUMS FOR ADDITIONAL FUNDING FOR THE SAME PROJECT TO SEPTEMBER 20, 2027.

WHEREAS, the City Council of the City of Independence, Missouri, finds it in the best interests of the City to make an effort to create and maintain as safe an atmosphere as possible for the motoring public; and,

WHEREAS, the Missouri Department of Transportation, Highway Safety Division, has offered a grant to the City of Independence for reimbursement of overtime for occupant protection enforcement programs in the amount of Twenty Thousand and NO/100 Dollars ($20,000.00) from October 1, 2026, through September 30, 2027; and,

WHEREAS, the City Council does wish to accept this grant and has concluded the grant conditions can be met;

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

SECTION 1. That the City Council hereby directs the City Manager of the City of Independence, Missouri, to accept the grant (Project #27-M2HVE-05-004) from the Missouri Department of Transportation and sign a contract for reimbursement to the City in the amount of Twenty Thousand and NO/100 Dollars ($20,000.00) for overtime programs for the Police Department from October 1, 2026, through September 30, 2027, to provide enforcement with an emphasis on occupant safety device violations, a copy of which is attached hereto, incorporated by reference thereto, and made a part hereof as though fully set out herein.

SECTION 2. That the City Manager is further authorized to approve future change orders, extensions, amendments, or addendums to this contract without Council approval, for an extension of time for completing the terms of this contract or for the receipt of additional funding for this project, provided there are no changes in the responsibilities to the City and provided each and every such change order, extension, amendment or addendum is approved by the City Manager, does not add more than 90% to the length of the contract or more than 50% to the original funding, is identified as being authorized by this ordinance and a copy is filed with the City Clerk.

SECTION 3. That the City Manager is hereby authorized to approve future change orders, extensions, amendments or addendums for any increased funding under the terms of the previous section provided a copy of that action is also provided to the Finance Department.

Occupant Protection Enforcement Traffic Grant
MoDot
05-05-26-jb

PASSED THIS 1st DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Simone Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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• Bucket Truck Service
OWNER
CHRIS SMITH
816-716-5987

Federal Job # TAP-3001(006)

Amended Notice to Contractors

The City of Lee's Summit, Missouri is requesting Bids for the construction of City Project # 106 – Douglas Complete Street Improvements. This amended Notice to Contractors is meant to correct the bid opening date and on-the-job trainee hours.

Bids will be received electronically submitted via QuestCDN (www.QuestCDN.com until 2:00 PM local time on June 1, 2026, (originally published as May 27, 2026) and at that time will be publicly opened and read via Microsoft Teams teleconferencing (see Bid Docs. on QuestCDN for Microsoft Teams access).

The proposed work includes: Reconstructing approximately 0.75 miles of Douglas Street between SE 2nd Street and NE Chipman Road. The project also includes construction of a 10' shared-use path, 5' sidewalk, street lighting, storm sewer, curb and gutter, waterline replacement and tree planting.

The eBidDoc number is **10172385** . A fee of $22 will be required to obtain the Bidding Documents files. An additional fee of $20 is required for Contractors who submit a bid for the Work. QuestCDN will electronically notify potential bidders that downloaded plans when Addenda are posted. It is the responsibility of bidders to download addenda from the QuestCDN website.

A pre-bid conference was held at 2:00 PM local time on May 13, 2026 via Microsoft Teams teleconferencing (see Bid Docs. on QuestCDN for Microsoft Teams access). All bidders were encouraged to attend the pre-bid meeting.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

The City of Lee's Summit, Missouri hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 from the current version of the Missouri Standard Specifications for Highway Construction, including all revisions. The contractor questionnaire must be on file 7 days prior to bid opening.

Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

A certified or cashier's check or a bid bond in the amount of 5% shall be submitted with each proposal.

The City of Lee's Summit, Missouri reserves the right to reject any or all bids.

The DBE Goal for this project is 0% and On-the-job trainee hours will be 1,000 hours (originally published as 1 hour).

No 2nd tier subcontracting will be allowed on this project.

Published in the Examiner, May 19, 2026

4567150

PUBLIC NOTICE

NOTICE OF NAME CHANGE

Public notice is hereby given that by order of the Circuit Court of Jackson County, Missouri, Case No. 2616-FC01390, dated April 29, 2026, the name of Audra Hope Stanton was changed to Audra Hope Thomas.

Published in the Examiner, May 12, 19, 26, 2026

4547840

PUBLIC NOTICE

To Whom it May Concern: Notice is hereby given that by an order of the Circuit Court of the County of Jackson, MO, Division No. 40, Case No. 2616-FC01225 made entered on the record on 04/28/2026, the name of Alysa Marie Schoolcraft was changed to Theodore James Schoolcraft.

Published in the Examiner, May 12, 19, 26, 2026

4548080



PUBLIC HEARING
CITY OF INDEPENDENCE
PROPOSED BUDGET

A budget hearing will be conducted by the City Council for all interested citizens of the City of Independence, Missouri for the purpose of discussing the proposed annual budget for the July 1, 2026 – June 30, 2027, fiscal year.

The hearing will be held on June 1, 2026, at 6:00 p.m. in the City Council Chambers at Independence Municipal Commons, 20201 E Jackson Dr, Independence, Missouri. The meeting will also be streamed on YouTube.

All interested citizens will have the opportunity to give written and oral comments. The proposed budget may be examined after May 11, 2026, between 9:00 a.m. and 5:00 p.m. weekdays, except holidays, at the City Clerk's Office, Independence Municipal Commons, 20201 E Jackson Dr. The document will also be posted on the City's website – independencemo.gov/budget.

CITY OF INDEPENDENCE
Alex Morgan, Budget Manager
Equal Opportunity
Employer/Contractor/MFD

Date of Publication: May 19, 2026

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-063 **1R** An ordinance adopting the Annual Operating and Capital Budgets of the City of Independence, Missouri, for the Fiscal Year July 1, 2026 - June 30, 2027; estimating the revenues for the fiscal year, appropriating sums for the purposes stated in said Budget, establishing Operating Transfers, designating Fund Balance Allocations, establishing the authorized Table of Organization, and designating those who may make a requisition for encumbrances against appropriations. **1R Read**

Recommendations:

Council approval is recommended.

Background:

In accordance with Section 8.2 of the City Charter, the City Manager's Proposed Budget for the 2026-2027 fiscal year was submitted to the Mayor and City Council on May 11, 2026. An official public hearing is scheduled on June 1, 2026. The total appropriation for the operating and capital budget is $532,677,302. The total General Fund budget appropriation is $92,386,036, including the transfers out for capital projects and to the Animal Shelter Use Tax Fund.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact City Manager /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Proposed budget ordinance FY27
2. 2026-27-proposed-budget-book REVISED 5.29

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE ANNUAL OPERATING AND CAPITAL BUDGETS OF THE CITY OF INDEPENDENCE, MISSOURI, FOR THE FISCAL YEAR JULY 1, 2026 - JUNE 30, 2027, ESTIMATING THE REVENUES FOR SAID FISCAL YEAR; APPROPRIATING SUMS FOR THE PURPOSES STATED IN SAID BUDGET, ESTABLISHING OPERATING TRANSFERS, DESIGNATING FUND BALANCE ALLOCATIONS, ESTABLISHING THE AUTHORIZED TABLE OF ORGANIZATION, AND DESIGNATING THOSE WHO MAY MAKE A REQUISITION FOR ENCUMBRANCES AGAINST APPROPRIATIONS.

WHEREAS, in accordance with Section 8.5 of the City Charter, the City Council does hereby adopt the Budget for the 2026-27 Fiscal Year, including estimates of revenues to be received and appropriations for authorized expenditures; and,

WHEREAS, said appropriations and authorizations are not in excess of the estimate of revenues from property taxes, other authorized charges and fees and other available resources set forth in said Budget; and,

WHEREAS, the City Council has held a Public Hearing for public comment and input on June 1, 2026 for the July 1, 2026 - June 30, 2027, Proposed Annual Budget as required by Section 8.4 of the City Charter;

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

SECTION 1. That the statements and schedules hereinafter set forth are hereby adopted for the purposes as set forth in the Budget for the City of Independence, Missouri, for the fiscal year July 1, 2026 - June 30, 2027.

SECTION 2. That upon the recommendation of the City Manager and with the approval of the City Council, supplemental appropriations may be made from unappropriated fund balances. Appropriation transfers of any amounts within any specific appropriation item listed on this ordinance require only the approval of the City Manager.

SECTION 3. That the detailed estimated revenues of the City for the fiscal year July 1, 2026 - June 30, 2027, are set forth in said Budget in budget summary schedules.

SECTION 4. That the attached budget message, budget summaries, and detail of appropriation accounts are hereby made a part of this ordinance, the same as if contained herein in full.

SECTION 5. That the following statement of appropriations, designations and requisitioning authority for the departments/purpose listed below for the General Fund is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

GENERAL FUND (002) APPROPRIATIONS

Department	Requisitioning Authority	Amount
City Manager	City Manager	$1,294,699
Community Development	Community Development Director	7,957,810
Debt Service	Finance Director	1,607,300
Finance	Finance Director	658,346
Fire	Fire Chief	28,014,620
Health & Animal Services	Health & Animal Services Director	368,788
Mayor & City Council	City Manager	1,096,903
Municipal Court	Presiding Judge	1,454,121
Municipal Services	Municipal Services Director	6,492,219
Non-Departmental	City Manager	1,007,509
Parks and Recreation	Parks and Recreation Director	1,859,696
Police	Police Chief	40,219,026
Trnsfr to Capital Project Fund 057	Finance Director	280,000
Trnsfr to Animal Shelter Use Tax 010	Health & Animal Services Director	$75,000
Total		$92,386,036

SECTION 6. That the following statement of appropriations, designations, and requisitioning authority for the departments/purposes for the Special Revenue Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

TOURISM FUND (004) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Parks|Recreation|Tourism	Parks|Recreation|Tourism Director	$2,215,263
Trnsfr to Capital Project Fund 059	Finance Director	$550,000
	TOTAL TOURISM FUND	$2,765,263

STREET IMPROVEMENTS SALES TAX FUND (011) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$1,644,235
Debt Service	Finance Director	1,797,600
Trnsfr to Capital Project Fund 051	Finance Director	$17,410,055
	TOTAL STREET IMPROVEMENTS SALES TAX FUND	$20,851,890

PARK IMPROVEMENTS SALES TAX FUND (012) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Parks|Precreation|Tourism	Parks|Recreation|Tourism Director	$6,814,199
Trnsfr to Capital Project Fund 059	Finance Director	$1,360,000
	TOTAL PARK IMPROVEMENTS SALES TAX FUND	$8,174,200

STORM WATER IMPROVEMENTS SALES TAX FUND (013) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$4,352,596
Trnsfr to Capital Project Fund 058	Finance Director	$2,380,000
	TOTAL STORM WATER IMPROVEMENTS SALES TAX FUND	$6,732,596

POLICE PUBLIC SAFETY SALES TAX FUND (016) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$4,969,044
Trnsfr to Capital Project Fund 052	Finance Director	$0
	TOTAL POLICE PUBLIC SAFETY SALES TAX FUND	$4,969,044

FIRE PUBLIC SAFETY SALES TAX FUND (017) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Fire	Fire Chief	$10,383,433
Debt Service	Finance Director	$2,978,700
Trnsfr to Capital Project Fund 053	Finance Director	$0
	TOTAL FIRE PUBLIC SAFETY SALES TAX FUND	$13,362,133

POLICE USE TAX FUND (018) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$5,545,936
	TOTAL POLICE USE TAX FUND	$5,545,936

PROP PD SALES TAX FUND (067) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$6,611,603
	TOTAL POLICE USE TAX FUND	$6,611,603

MARIJUANA SALES TAX FUND (065) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Police	Police Chief	$640,729
Fire	Fire Chief	$120,000
Debt Services	Director of Finance	$328,625
	TOTAL MARIJUANA SALES TAX FUND	$1,089,354

ANIMAL SHELTER USE TAX FUND (010) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Health & Animal Services	Health & Animal Services Director	$1,140,711
	TOTAL ANIMAL SHELTER USE TAX FUND	$1,140,711

HEALTH & ANIMAL SERVICES FUND (005) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Health & Animal Services	Health & Animal Services Director	$1,783,715
	TOTAL HEALTH & ANIMAL SERVICES FUND	$1,783,715

PARKS HEALTH & RECREATION LEVY FUND (007) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Parks and Recreation	Parks and Recreation Director	$2,079,102
	TOTAL PARKS HEALTH & RECREATION LEVY FUND	$2,079,102

EVENTS CENTER COMMUNITY IMPROVEMENT DISTRICT (445) APPROPRIATION

Department/Purpose	Requisitioning Authority	Amount
Events Center	Parks|Recreation|Tourism Director	$8,283,133
	TOTAL EVENTS CENTER IMPROVEMENT DISTRICT FUND	$8,282,133

SECTION 7. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Enterprise Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

POWER AND LIGHT FUND (020) APPRIOPRIATION

Department/Purpose	Requisitioning Authority	Amount
Power and Light	Power and Light Director	$223,356,425
Debt Service	Finance Director	$8,634,000
Trnsfr to Capital Project Fund 021	Finance Director	$41,477,400
	TOTAL POWER AND LIGHT FUND	$273,467,825

SANITARY SEWER FUND (030) APPRIOPRIATION

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$27,288,763
Debt Service	Finance Director	$6,250,000
Trnsfr to Capital Project Fund 031	Finance Director	$6,090,000
	TOTAL SANITARY SEWER FUND	$43,828,762

WATER FUND (040) APPRIOPRIATION

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$32,125,992
Debt Service	Finance Director	$2,544,000
Trnsfr to Capital Project Fund 041	Finance Director	$9,940,000
	TOTAL WATER FUND	$44,609,992

SECTION 8. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Internal Service Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

CENTRAL GARAGE FUND (090) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Municipal Services	Municipal Services Director	$3,824,128
	TOTAL CENTRAL GARAGE FUND	$3,824,128

STAYWELL HEALTH CARE FUND (091) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Staywell	Finance Director	$26,356,000
	TOTAL STAYWELL HEALTH CARE FUND	$26,356,000

WORKERS COMPENSATION FUND (092) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Workers Comp	Finance Director	$5,172,597
	TOTAL WORKERS COMPENSATION FUND	$5,172,597

RISK MANAGEMENT FUND (093) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
Risk Management	Finance Director	$5,917,000
	TOTAL RISK MANAGEMENT FUND	$5,917,000

ENTERPRISE RESOURCE PLANNING FUND (095) APPROPRIATIONS

Department/Purpose	Requisitioning Authority	Amount
ERP	Finance Director	$15,800,741
Trnsfr to Capital Projects 096	Finance Director	$1,134,500
	TOTAL ENTERPRISE RESOURCE PLANNING FUND	$16,935,241

SECTION 9. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Special District Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

EVENTS CENTER APPROPRIATIONS (045)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$6,353,000
	TOTAL EVENTS CENTER APPROPRIATIONS	$6,353,000

SECTION 10. That the following statement of appropriations, designations and requisitioning authority for the departments/purposes for the Tax Increment Financing Funds listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations.

SANTA FE TIF (108)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$539,600
	TOTAL SANTA FE TIF	$539,600

CRACKERNECK CREEK TIF (118)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$6,487,000
	TOTAL CRACKERNECK CREEK TIF	$6,487,000

CENTERPOINT TIF (122)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$5,635,100
	TOTAL CENTERPOINT TIF	$5,635,100

TIF SUPPLEMENTAL FUND (195)

Department/Purpose	Requisitioning Authority	Amount
Debt Service	Finance Director	$5,000
	TOTAL TIF SUPPLEMENTAL FUND	$5,000

SECTION 11. That the following statement of appropriations, designations and requisitioning authority for the Capital Improvement Projects Budget listed below is hereby adopted. The Director of Finance, upon specific authority of the designated Requisitioning Authority, may also make a requisition for encumbrance out of said appropriations. Upon completion of any capital improvement project, and after all related obligations have been satisfied, any remaining unencumbered appropriation balance may be transferred to another authorized capital improvement project with approval of the City Manager or designee.

STREET IMPROVEMENTS CAPITAL FUND (051)

Project Name	Amount
112504 - Dump Truck	$325,000.00
112410 - Springbranch Garage Complex	280,000.00
112201 - Pavement Preventative Maintenance Operations	4,600,000.00
112203 - Emergency Transportation Projects	250,000.00
112501 - Fairmount Loop Trail	900,000.00
112502 - Bridge Program	150,000.00
112503 - Sidewalks Program	100,000.00
112601 - 23rd St Safety & Mobility Improvements	1,000,000.00
112602 - Traffic System Improvements	$120,000.00
112603 - Englewood Roundabout & Winner Road Upgrades	4,427,789.00
FY 26 projected expenses	$0.00
112401 - Truman Connected Phase 2	4,907,266.00
112702 - 44th Street Traffic Calming/Sidewalks	100,000.00
112703 - ADA Compliance Program - Streets	250,000.00
	$17,410,055

PARK IMPROVEMENTS CAPITAL FUND (059)

Project Name	Amount
TMB Roof Replacement	$550,000
Playground Revitalization	800,000
Toro 5900 Mower	125,000
Palmer Center Roof	115,000
George Asphalt Work	150,000
	$1,910,000

BUILDINGS AND OTHER IMPROVEMENTS CAPITAL FUND (057)

Project Name	Amount
Springbranch Garage Complex	$280,000
	$280,000

STORMWATER IMPROVEMENT CAPITAL FUND (058)

Project Name	Amount
132701 - Hydrovac Truck	$300,000
132410 - Springbranch Garage Complex	280,000
130508 - Trenchless Technologies	100,000
131802 - Emergency Projects	500,000
132501 - Bundschu Regional Detention Basin	1,000,000
132702 - Rock Creek Tributary	200,000
	$2,380,000

POWER & LIGHT CAPITAL FUND (021)

Project Name	Amount
Substation Fiber Optic Network Equip. Replacement	$100,000
Traffic Signal Detection Systems	150,000
Construction of a New Substation S - Phase I 69/13 kV Station	6,500,000
Construct New Transmission Sys to Serve New Sub S	500,000
Service Center Upgrades	500,000
161 kV Line Terminal & Control Building at Sub A	4,800,000
Replace 4 - 100 MVA 161/69kV Substation Transformers.	4,000,000
DAQ IOE3 Remote Terminal Unit Upgrade (NERC CIP Compliance & EPL)	100,000
Sub R Country Meadows New 13 kV Feeder	1,000,000
SCADA EMS Software Upgrade 2027	425,000
161 kV Line Terminal at Sub M	4,000,000
H-6 Combustion Turbine Inspection	1,600,000
Sub H 69/13 kV Rebuild	500,000
Emergency Replacement of Transmission Poles	250,000
Advanced Utility Systems – CIS Infinity Upgrade to V5	500,000
Emergent Maintenance Production	532,400
Substation & Transmission Upgrade & Replacement	265,000
T&D Road Improvement Projects	500,000
T&D System Improvements	500,000
Desert Storm Switchgear Cabinets	250,000
Substation Modeling	100,000
Fleet Vehicle & Equipment 10 Year Replacements	450,000
AMI	8,000,000
Transmission Pole Replacement Program	$300,000
Sub H Gas Compressors	2,000,000
H-5 Radiator Replacement	100,000
Sub-I Generator Protection Relays	130,000
161 kV Line Terminal at Sub A/Blue Valley	500,000
161 kV Line Terminal at Blue Mills	500,000
Joint Use Audit	2,000,000
Sub E to Sub B 69kV Line	150,000
Hypervisor Upgrade	150,000
Fiber Optic Network	125,000
	23,899,000
	$41,477,400

SANITARY SEWER CAPITAL FUND (031)

Project Name	Amount
302701 - Hydrovac Truck	$300,000
302410 - Springbranch Garage Complex	2,140,000
9757 - Trenchless Technology	650,000
302004 - Neighborhood Projects	250,000
302601 - Golden Acres Sanitary Sewer Improvements	250,000
302602 - 24th & Scott	100,000
302604 - Lateral Reroute and Replacement Program	100,000
302301 - Sludge Thickening Process Improvements	500,000
302203 - Sanitary Sewer Main Relocations from Streambanks	250,000
302702 - Switch Gear Installation RCTP, RCPS, SCPS	120,000

302703 - Motor Control Center Upgrades	750,000
302704 - Primary Thickener Basin and Mixing Basin Replacement	200,000
302705 - Aeration Basin Diffuser Replacement	150,000
302706 - Pump Station Improvements	330,000
	$6,090,000

WATER CAPITAL FUND (041)

Project Name	Amount
402410 - Springbranch Garage Complex	$2,140,000.00
9749 - Main Replacement Program	2,000,000.00
401003 - Future Prod Wells	1,750,000.00
401703 - Maintenance Building at CBP	200,000.00
402602 - CBP Operation Building Upgrades	250,000.00
402603 - CBP Valve Improvements	250,000.00
402605 - Service Line Upgrades	1,000,000.00
401402 - Lagoon Cleanout	250,000.00
402207 - CB Electrical Switchgear Improvements	100,000.00
402609 - Advanced Metering Infrastructure (AMI)	500,000.00
402701 - Paint Wests Washwater Tower	1,000,000.00
402702 - Slaker #4 Replacement	500,000.00
	$9,940,000

EVENTS CENTER CAPITAL FUND (046)

Project Name	Amount
Annual Landscaping Improvements #27-1	35,000
Annual Concrete Repairs #27-2	100,000
Purchase Ice Deck 15 Sheets #27-3	5,158
Annual Ice Plant Maintenance #27-4	112,761
Remodel Craft Beverage Corner #27-5	106,709
Add Backside to Monument Sign #27-6	70,000
Replace Parking Lot LED signs #27-7	67,550
Add Additional LED Parking Lot Lights #27-8	32,400
Community Ice Improvements #27-9	100,000
Replace Remaining RTUs #27-10	540,000
Rebuild Bowl Exhaust Fans #27-11	40,000
Replace Walk-In Refrigerator and Freezer AC Unit #27-12	90,000
Assess Surge Protective Devise Functionality #27-13	3,500
Replace Smoker Oven #27-14	20,000
Replace Tilt Skillet #27-15	26,000
Purchase New Fork Life #27-16	60,000
Purchase FF&E for Building Expansion #27-17	90,000
Contingency – 10%	149,908
	$1,648,986

SECTION 12. That the staffing contained within the Budget represents the authorized Table of Organization for the City. Furthermore, the City Manager is authorized to make changes to the authorized Table of Organization provided that said changes do not authorize expenditures in excess of currently approved appropriations.

SECTION 13. That outstanding encumbrances as of the end of the 2025-26 fiscal year are hereby authorized to be reappropriated in the 2026-27 fiscal year for the same purposes as that of the outstanding encumbrance.

SECTION 14. That the balance of unexpended funds in the following accounts in the General Fund are hereby authorized to be reappropriated in the 2026-27 fiscal year to be spent for purposes as previously authorized the City Council:

4513 Police Department Police Forfeitures

SECTION 15. That the balance of unexpended funds authorized by previous City Council action for the Community Development Block Grant and HOME Program Grant are hereby authorized to be reappropriated in the 2026-27 fiscal year to be spent for the same purposes as previously authorized by the City Council.

SECTION 16. That included in the Non-Departmental section of each of the major funds is an amount set aside for a subsequent transfer to applicable operating departments based on actual amounts incurred. These amounts may include employee pay adjustments and periodic payments of accumulated leave time for employees leaving City employment. The Finance Director is hereby authorized to transfer these appropriation amounts to applicable operating departments based on actual expenditures up to the amount designated for each purpose in the approved budget document.

SECTION 17. That the City Council periodically authorizes the acceptance of grants from various entities on behalf of City Operating Departments. Whenever the grant period does not match the City's fiscal year or when expenditures are not incurred in the same time frame as originally anticipated in the grant acceptance document, the Finance Director is hereby authorized to carryover these unexpended grant appropriations (including amounts appropriated as required City matching funds) to the 2026-27 fiscal year with these funds being limited in use for the sole purpose as designated in the original grant acceptance document as approved by prior City Council action.

SECTION 18. That unexpended Capital Budget appropriations are hereby authorized to be carried over to the 2026-27 fiscal year for the individual capital project purposes and from the funding sources as previously authorized by the City Council.

SECTION 19. That a copy of this ordinance shall be kept on file in the office of the City Clerk.

SECTION 20. That all ordinances in conflict herewith are hereby repealed.

SECTION 21. That this ordinance shall go into effect upon the date of its adoption.

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

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.

_____
City Counselor

REVIEWED BY:

Source is: As Indicated Above

_____
City Manager

_____
Director of Finance
City of Independence, Missouri



CITY OF INDEPENDENCE

PROPOSED BUDGET

Fiscal Year 2026-27

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GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Independence
Missouri

For the Fiscal Year Beginning

July 01, 2025

Distinguished Budget Presentation Award

The Government Finance Officers Association of the United States and Canada (GFOA) presented an award for Distinguished Budget Presentation to the City of Independence for its annual budget for the fiscal year beginning July 1, 2025 and ending June 30, 2026.

In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan and as a communications device.

This award is valid for a period of one year only. The City believes that its FY 2026-2027 Budget continues to conform to program requirements and will be submitting the adopted version to GFOA to determine its eligibility for the Distinguished Budget Presentation Award.

CITY OF INDEPENDENCE
PROPOSED ANNUAL OPERATING AND CAPITAL BUDGET
FISCAL YEAR 2026 - 2027

CITY MANAGER
TROY ANDERSON

PREPARED BY:
FINANCE DEPARTMENT

MELISSA CABRERA, DIRECTOR
ALEX MORGAN, BUDGET MANAGER
MALYIAH FINCH, BUDGET ANALYST

Special thanks to the Department of Municipal Services Finance staff and the Office of Communications for their assistance.

May 11, 2026

Honorable Mayor and City Council:

I am pleased to present to you and the residents of Independence a proposed budget for Fiscal Year 2027. The budget totals $531,240,876, including a General Fund of $92,386,036, and is balanced as required by law.

The coming year is an important moment in time for Independence. Cities across the country are facing increasingly complex financial conditions. While the city has made progress in recent years to address structural imbalances, we continue to encounter fiscal pressures, including slow or flat growth in sales tax revenue and uncertainty around property tax revenues. At the same time, recent development decisions position the City for future revenue growth, offering both opportunity and heightened expectations for the way we plan, communicate, and deliver services.

Developing the 2027 Proposed Budget

The FY 2026-27 Proposed Budget was guided by three primary factors. First, the 2024-2027 Strategic Plan adopted by the Independence City Council in November 2024. The Strategic Plan strives to build vibrant community through service and leadership and is framed by six strategic imperatives:

- **An Engaged Community**. We foster a culture of engagement and civic leadership based on innovation and best practices involving community members of all backgrounds and perspectives.
- **An Innovative Economy**. We grow a diversified and innovative economy leveraging our community amenities, skilled and creative people, and educational resources to generate economic opportunities.
- **A Safe, Welcoming Community**. We embrace a safe, healthy, welcoming, and inclusive community.
- **A Well-Planned City**. We consistently improve our community's appearance and quality of life as it grows and changes, honoring our unique history and sense of place as we plan for a livable, affordable, more connected city.
- **A Financially Sustainable Organization**. We create long-term financial stability by using equitable and sustainable sources of funding for City services, and we deliver them in a lean and efficient manner.
- **A High-Performance Organization.** We operate as an ethical, high-performance organization anticipating future needs, utilizing best practices, and striving for continuous improvement.

Second, input from the Community Budget Survey and other informal resident feedback. In this next fiscal year, the City will expand efforts to develop a more comprehensive resident engagement process to better ensure alignment with community priorities.

Third, a financial forecast—focused primarily on the General Fund-- provided an early financial assessment and identified significant issues we should aim to address in the budget process. The initial forecast was later revised to reflect an increase in anticipated Payments in Lieu of Taxes (PILOT) revenue in FY2026-27. As a result, for the first time in several years, the proposed budget did not begin with a General Fund deficit requiring reductions or resource reallocations. However, this additional revenue provides only a temporary solution to growing expenditure pressures. The City will ultimately need to determine how best to use the anticipated influx of revenue in a way that addresses long-term structural challenges, reverses underinvestment, and creates more sustainable funding streams for the future.

Allocation of Resources

Together, these guiding factors shaped both overall direction and key decisions with the proposed budget. Our approach focuses on maintaining core services while making targeted investments in under-resourced areas and strengthening the City's long-term financial position. This approach is reflected in the way resources are aligned with the City's strategic priorities.

An Engaged Community: As previously mentioned, the City plans to expand efforts to foster more community engagement in the next fiscal year. Although no substantial new funding is being dedicated solely for this purpose, the City is leveraging and redirecting

existing resources and some of the proposed new resources toward this effort.

An Innovative Economy: Residents have consistently expressed a desire for economic development that produces clear, tangible benefits. This budget works to build a stronger foundation to support long-term economic growth while better leveraging existing community assets. The proposed budget includes $52 million in purchased power for Independence Power and Light (which is completely offset by increased revenue) which we forecast will contribute to increased revenues this in the FY2026-27 fiscal year and in future years. Additionally, a new position in the Parks Department will focus on identifying grants, partnerships, and sponsorships to better leverage existing community resources while looking for ways to build and capitalize on new ones.

A Safe, Welcoming Community: Public Safety concerns continue to be high priority for residents. Survey feedback indicates that these concerns extend beyond police and fire services to include broader issues such as neighborhood conditions, homelessness, and overall community stability.

The proposed budget approaches public safety from a comprehensive perspective. Investments include adding a new Building Inspector position, an administrative assistant to support the City Prosecutor, resources to support Animal Shelter needs, and funding for increased abatements. These additions are intended to support the safety of neighborhoods, businesses, and the city at large and to address under underlying conditions that may impact safety.

While it is imperative that we recognize the need to control public safety costs, investing strategically in core public safety services remains essential. To that end the proposed budget increases the General Fund contribution to Police and Fire's budgets by $2.9 million and $2 million respectively. The budget also includes added funds for Police equipment, building rent and maintenance, and contracts in the amount of $2.3 million, as well as resources to purchase a new CAD to CAD interface, fire hose testing service, and to add an additional Deputy Chief for Fire.

A Well-Planned City: A well-planned city enhances quality of life for its residents and works to improve the community's appearance and functionality. The proposed budget includes additional funding to maintain current transportation services and increases funding for cemetery overtime to ensure continued upkeep of these meaningful community spaces.

A Financially Sustainable Organization: Building financial stability is a key component of this budget. In addition to managing current resources responsibly, this budget includes targeted investments to strengthen internal capacity in key areas such as facilities and financial management, which have been under-resourced for the last several years. These additions are intended to improve long-term planning, enhance operational resilience, and position the City to respond more effectively to future challenges.

A High-Performance Organization: A stronger organization results in consistent and effective services for the community. This budget includes investments in staff development, operational support, and risk management, including a Learning & Development Specialist, Assistant Customer Service Manager, Cyber Security Manager, and funding for safety and compliance programs. These investments are designed to improve service delivery while reducing long-term costs and liabilities.

Conclusion

The 2027 proposed budget reflects a practical approach to managing current demands while preparing for future opportunities. As a newcomer to Independence, I approach this through the lens of "Show Me Independence". With increased visibility—from both our residents and global visitors coming for the World Cup—this means demonstrating how we make decisions and invest our resources to serve the community, ultimately showcasing the best of Independence.

I would like to thank the Council for its leadership and guidance throughout the budget process. I also want to thank our employees, who remain committed to delivering excellence for our residents every day. The staff and I look forward to discussing the organization's needs and our approach to fiscal sustainability, while working with you to adopt a budget that reflects your vision for this community and its government.

Respectfully submitted,



Troy Anderson

City Manager

Budget in Brief

GENERAL FUND OVERVIEW

The General Fund supports most basic City services including Police, Fire, Community Development, and Municipal Services. General Fund services are primarily supported by taxes and Payments In Lieu of Taxes (PILOTS). Total revenues for the General Fund in the Fiscal Year 2026-27 Proposed Budget are $92,386,036 which is a year over year increase of $4,715,257from 2025-26 Forecasted Revenues and a $9.0M increase from FY2024-25 Actuals. The increase is primarily due to increased revenue from PILOTS associated with new economic development projects and from licenses and permits, as growth in tax receipts is minimal. Revenue sources and performance over the previous two years are outlined in the table below:

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed	% Difference (Estimated 25-26 to Proposed 26-27)
Revenue				
Taxes	29,540,692	30,338,650	30,716,000	1.24%
PILOTS	22,658,996	22,700,000	26,804,612	18.08%
Other Revenue	783,684	632,355	153,000	-75.80%
Licenses and Permits	5,543,479	6,389,358	6,743,900	5.55%
Investment Income	531,117	391,000	280,000	-28.39%
Intergovernmental	7,857,059	7,604,000	7,745,000	1.85%
Interfund Charges	3,403,231	5,573,875	5,609,877	0.65%
Franchise Fees	7,887,333	7,620,000	8,825,000	15.81%
Fines and Forfeitures	2,348,660	2,300,000	1,906,000	-17.13%
Charges for Services	2,867,732	3,614,704	3,602,647	-0.33%
Grand Total	**83,421,984**	**87,163,942**	**92,386,036**	**5.99%**

Total expenditures for the General Fund are $92,386,036 with $249,000 projected to be added to the reserve balance. This represents an increase of $5.4M from 2025-26 forecasted expenditures. Growth in General Fund expenditures is largely driven by increased costs of providing existing services, growth in liability obligations, and costs associated with providing increased service levels. The City is proposing to add the following resources to the General Fund operating budget this year:

- Additional $2.9 M for Police
- Additional $2M for Fire, including funding to reclassify an existing position into a second Deputy Chief position. This position will supervise the Operations Division of the Fire Department. Also includes funding to support compensation increases for non-represented Chief Officers.
- A 3% across-the-board wage increase for non-represented employees. As of March 2026, the Consumer Price Index for All Urban Consumers (CPI-U) in the Midwest region rose by 3.4% over the previous 12 months. This moderate increase for staff helps keep up with the rising cost of living.
- Funding for the collectively bargained wage increases with each of the City's seven bargaining units.
- An additional $143,000 to maintain current public transportation services.
- Funding to authorize the following new positions:

- A new Administrative Assistant position to support the City Prosecutor, improving the efficiency and service delivery capability of that office.
- An additional Building Inspector position to conduct inspections for new, remodeled, and/or repaired building ensuring code compliance and providing for safer structures throughout the community. The Community Development department anticipates that it will be unable to keep up with the demand for current inspections in FY2026-27 based on current utilization -- the department has seen permit intake and inspections double in the last five years with no additional staff added.
- Additional custodians (2). The City currently has a mixture of staff custodians and custodial services provided through a third-party contract. Shifting funds from the contracted service to add additional "in-house" custodians ensures better quality control, training, and consistent oversight. These positions will predominantly service the Palmer Center, Sermon Center, and IPL's Service Center and Plant.

- An additional $75,000 to replace the artificial turf at the Animal Shelter and funding to support Animal Shelter overtime costs. Typically, Animal Shelter's expenses are funded through the Health & Animal Levy and through occasional grants and donations received. However, the available funding was not sufficient to cover these additional needs.
- An additional $60,000 to support more property abatements in the Community Development department. The funds provided for this much needed service in FY2025-26 were completely utilized by February of this year. Additional funds in FY2026-27 will allow for more remediation of trash accumulation, overgrown grass, and weed violations which helps maintain neighborhood health, safety, and aesthetic standards.
- Funding to cover additional overtime costs for:
  - Facility Maintenance - caring properly for City facilities protects the City's assets, extends their useful life, and strong value to residents by avoiding more significant and costly repairs over time.
  - Cemetery Maintenance - this helps preserve a dignified and well-kept space for reflection and remembrance and protects a valued community space.
- $490,000 is held in contingency to offset the potential financial impact of continued property tax revenue claw backs from Jackson County, which pose a risk to current revenue projections.

The graphic below is a visual representation of how each dollar is spent between city departments in the General Fund:



A cornerstone of last year's budget was the strategic reallocation of public safety costs, which shifted the Fire and Police Department budgets out of the General Fund into separate dedicated funds.

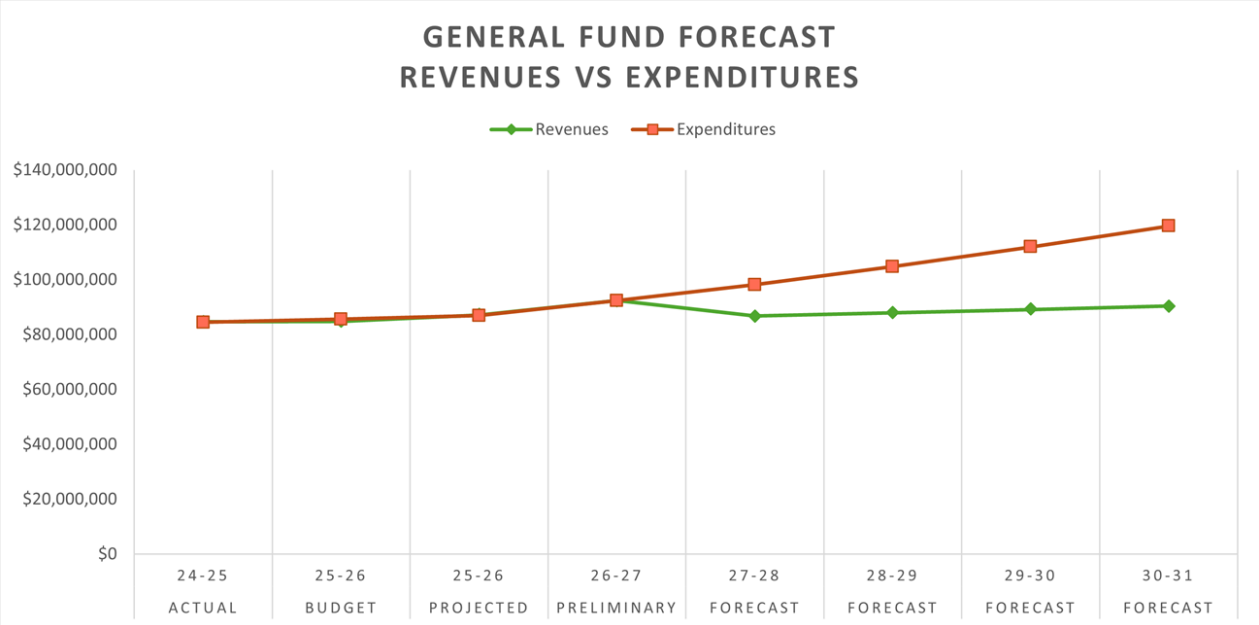
For FY2026-27, the proposed budget returns the Fire and Police Department budgets to the General Fund. This change reflects the City Manager's preference for a different accounting and financial management structure that closely aligns with the City's long-term organizational and financial planning goals. Returning these departments to the General Fund also reestablishes the General Fund as the City's primary operating framework for core governmental services.

Importantly, this adjustment is not a reduction in the City's commitment to public safety, nor does it change the level of operational support provided to either department. Instead, it serves as a foundational step toward broader long-term financial planning initiatives and future organizational strategies currently under development.

General Fund Forecast

The chart below illustrates the growing structural imbalance between expenditures (the cost of maintaining current City operations and service levels) and revenues (the resources available to fund those operations) under a scenario in which the City does not receive the anticipated increase in PILOT revenues over the next five years. The forecast assumes that all other major revenue sources continue to experience only modest growth, while expenditures rise steadily due to inflationary pressures, personnel costs, contractual obligations, and ongoing operational demands. Under this scenario, expenditures begin to outpace revenues immediately, and the gap widens significantly over time.

While the City anticipates receiving substantial additional PILOT revenues in future years, this forecast demonstrates that those revenues alone will not fully resolve the City's long-term structural financial pressures. Even an increase of approximately $30–$55 million over the next four to five years could have the impact of that windfall diminished relatively quickly simply by sustaining current service levels and meeting ongoing operational cost increases. This underscores the importance of using future PILOT revenues strategically — not only to stabilize current finances and address immediate budgetary pressures, but also to invest in initiatives, infrastructure, and economic development opportunities that strengthen and diversify the City's long-term revenue base.



General Fund Forecast Revenues vs Expenditures - *Revenue is shown as increasing in FY26-27 and then decreasing in FY27-28 because this forecast factors in known contractual revenue increases associated with PILOTS for FY26-27. To show the impact to the City without PILOT growth in future years, FY26-27 is the only year that shows any significant PILOT revenue increase.

HEALTH & ANIMAL SERVICES FUNDS



The Health & Animal Levy and the Animal Shelter Use Tax provide the continued funding for baseline public health services in Independence and forms the budget of the Health and Animal Services Department. Revenues for the department from the Health Levy and Animal Shelter Use Tax remain steady, but any growth in revenue is typically outpaced by growth in expenditures with the department forced to draw down on fund balance each year.

Additionally, the department's health programs rely primarily on federal and state grants. In FY2025-26 there has been uncertainty around the continuation and cancellation of certain grants, particularly those from the federal government. If these grants were to be lost and an alternative funding source unable to be substituted, the amount of funding received from the levy would not be sufficient to sustain this portion of the department's expenditures.

One operational change of note is that the Animal Services (Animal Control) program which shifted to the Police Department at the start of FY2025-26 has since been moved back under the umbrella of Health & Animal Services.

Neither the Health Levy nor the Use Tax is able to support additional resources in FY2026-27. As a result, the proposed budget includes two supplements for Health & Animal Services from alternate revenue streams.

1) $75,000 will be transferred from the General Fund to the Animal Shelter Use Tax Fund to provide funding for the following:

- Replacement of the artificial turf for the shelter yards at the Animal Shelter. The current turf has surpassed its standard life expectancy of ten years and eventually the State of Missouri will require it to be replaced for health and safety reasons.
- Increased overtime needs at the Animal Shelter. The shelter currently operates with between 3-4 animal care technicians per day. An external assessment of the shelter conducted in September 2025 recommended increasing to 9-10 animal care technicians per day to help maintain No-Kill Shelter status by adequately caring for the animals, providing enrichment to them, and providing behavioral training for those that become stressed in the shelter environment. Funds are not available to staff at these levels at this time, but additional overtime funds to ensure shifts are covered provides an intermediary solution.

2) Funding is included from the Opioid Settlement Fund to continue supporting the Alternative Response for Community Health (ARCH) Program. This program is an interdepartmental collaboration between Health & Animal Services and the Fire Department. It provides a 911 community response unit designed to place community paramedics with clinical social workers, responding to 911 requests alongside and sometimes in place of traditional first responders when appropriate. There may be an opportunity in

FY2026-27 to recover some of the costs of this program through the State, prolonging the resources available in the Opioid Settlement Fund and creating a more sustainable funding arrangement for this program.

PARKS, RECREATION, & TOURISM FUNDS



The Parks Health and Recreation Levy, Parks Improvement Sales Tax Fund, and Tourism Fund support the operations of the Independence Parks and Recreation Department. This department seeks to provide quality leisure, recreational, and educational opportunities in clean, well-maintained facilities for residents and visitors of Independence. These individual revenue streams are outlined further below:

- Parks Improvement Sales Tax Fund – ¼ cent retail sales tax and additional revenues from the Proposition “P” waterfall provision.
- Parks Health & Recreation Levy – a tax collected against real estate and split between Parks and Recreation and the Health & Animal Services Fund.
- Tourism Fund – collected on the charges for transient guests of hotels, motels, bed and breakfast inns, campgrounds, and short-term rentals.

As the parks funds are special revenues, the City’s policy is for each fund to meet a reserve requirement between 5- 16% of revenues. As of the 2026-27 budget, the Tourism, Parks Improvement Sales Tax and Parks & Recreation Levy are projected to meet required reserves. However, Parks and Recreation funds are facing a structural imbalance that impedes the long-term fiscal sustainability of current levels of operation and service and will likely require a solution to address this issue within the next two years.

Current operating costs are not sustainable given higher personnel service costs, inflationary expenditure costs, unbudgeted operating expenditures, and increasing shared service costs. The new Parks & Recreation Master Plan outlines just how under-resourced this department is, and the level of financial investment needed to offer services and community spaces similar to cities of comparable size and income level. Current capital project costs for the Park Improvement Sales Tax Fund and the Tourism Fund are also not sustainable for the long term. Additional revenue streams are needed.

Despite these challenges, the submitted budget includes several program enhancements from these funds to meet the needs and expectations of the community. These include:

- Supporting the newly established Independence Convention & Visitors Bureau through the allocation of operating funds from the Tourism Fund to that entity.
- Funds to authorize a new Grants, Alliance, Partnerships, and Sponsorships (GAPS) position dedicated to securing additional external funding opportunities. Not only does this have the potential to generate much-needed revenue for the department, but it may also encourage increased community involvement and support for the Parks system.

Additionally, as previously mentioned under the General Fund overview section, two additional resources are proposed to support Parks and Recreation operations, just not through these dedicated funding streams. Funds to cover increased overtime needs for both facilities and cemetery maintenance are allocated in the General Fund.

USE TAX FUNDS OVERVIEW

Estimated revenues in the Fiscal Year 2026-27 Proposed Budget from the Use Tax are outlined in the table below. Voters approved amended Use-Tax ballot language in November 2021 to support expanded applications of the Use Tax. FY 2026-27 Budgeted amounts are based on a 4% growth over FY 2025-26 projected amounts. Per the ordinance language, both the Animal Shelter and Police will see a growth rate of 2.12% based on the Consumer Price Index.

Use Tax Receipts

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Shelter Use Tax (010)	893,000	911,000	928,000
Police Use Tax (018)	4,683,000	4,782,000	4,875,000
Grand Total	**5,576,000**	**5,693,000**	**5,803,000**

Waterfall

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Protection Sales Tax (017)	928,539	946,785	1,154,000
General (002)	1,857,080	2,350,000	2,308,000
Parks Improvement Sales Tax (012)	464,325	560,473	577,000
Police Public Safety Sales Tax (016)	232,162	280,236	288,000
Prop PD Sales Tax (067)	569,046	560,473	577,000
Stormwater Sales Tax (013)	464,325	560,473	577,000
Street Improvements Sales Tax (011)	928,539	1,120,945	1,154,000
Grand Total	**5,444,015**	**6,379,385**	**6,635,000**

INTERNAL SERVICES FUND OVERVIEW

The Internal Services Fund for the City of Independence is an accounting mechanism used to centralize and allocate the costs of shared support services provided internally to various city departments. This fund operates as an internal cost-recovery tool, enabling the City to efficiently manage resources, promote accountability, and ensure equitable distribution of expenses across departments. Departments utilizing these services are charged based on usage metrics, such as vehicle count, square footage, or service request volume, depending on the service provided. These internal charges ensure transparency and allow for more accurate cost tracking within departmental budgets.

This proposed budget invests in internal service departments to strength the systems and support structures that enable all City operations, improve efficiency, service delivery, and long-term organizational performance--while also reducing operational and compliance risks, particularly where past underinvestment has created gaps. Changes in the Internal Services Fund for FY2026-27 include:

- $40,000 to provide an initial operating budget for the safety and compliance program to address needs of worker safety and health programs.
- $805,491 to authorize the following new positions:
    - A Help Desk Team Supervisor - this position is the first step to bringing help desk services back in-house, providing better and more accessible service to other departments, and it will also enable existing managers and supervisors to focus on their existing functional areas and not over-extend and dilute the resources we currently have.
    - A Learning and Development Specialist - this position would focus on continuous learning and development for all City staff, helping to better align staff's capabilities with public service goals. Additionally, this position can be utilized to meet safety and risk related goals and objectives for staff.
    - Procurement Specialist II - Utilities - this position would support the procurement team to handle the increasing volume, complexity, and compliance requirements of public sector purchasing activities, specifically pertaining to Utilities. It will ensure that taxpayer funds are spent efficiently and transparently through fair and compliance procurement processes, which ultimately supports the timely delivery of community projects and services, while promoting local business participation and enhancing public trust in governmental financial stewardship.
    - Budget Analyst I - the position would increase the ability of the budget team to improve financial forecasting and expenditure oversight, improve cross-departmental coordination and performance tracking, and support more proactive, transparent, and sustainable financial planning for the City's increasingly complex budget.
    - Accountant I - Public Held Assets & Grants - this position would help the finance department navigate the increasing complexity and compliance requirements associated with publicly held assets, grant accounting, and financial reporting. It will ensure that funds and assets are properly accounted for and safeguarded and will help strengthen long-term financial management.
    - Accounting Manager - this position would be dedicated to treasury management and investment oversight. It will strengthen cash flow forecasting, debt compliance, banking relationships, and investment strategies to safeguard public funds and maximize returns in accordance with City policy and Missouri statutes.
    - Cyber Security Supervisor - this position would provide supervision and strategic direction to the cyber security team--alleviating pressure on other managers currently juggling this task with regular workload--and will be actively involved in configuring security tools to combat the ever-changing threat landscape, lowering the risk level to the City. Any downtime or data loss due to a cyber event would not only cost the City in lost productivity and service delivery but would also be a loss in reputation and overall trust and security.
- $1.34 million in capital expenditures for the Technology Services Department, including $625,000 for internal server infrastructure replacement costs, $262,000 for checkpoint security tools, and $247,000 for the Arctic Wolf Security Operations Center. The Security Operations Center is a critical component of Arctic Wolf's cyber security services. It functions as a centralized facility staffed 24/7 by security experts who monitor, detect, investigate, and respond to cyber security threats on behalf of their clients.

SALES TAX FUNDS OVERVIEW

In addition to the Use Tax, the City of Independence administers seven additional voter-approved sales taxes. Like all City funds, these continue to experience the pressure of increasing costs to support their intended uses against limited growth.

Fire Protection Sales Tax:

This tax is a one-half cent tax approved by voters in November 2021. Funds may be used to support fire department operations, including hiring additional fire personnel, and the costs associated with them, and to fund capital improvements such as the replacement and maintenance of fire stations, apparatus, and lifesaving equipment. Changes/additions to the fund in the proposed budget include:

- Funding to support pay increase for represented personnel in accordance with the new collective bargaining agreement.
- Beginning in FY2026-27, this fund will return to containing only dedicated special revenues and will no longer include transfers from the General Fund.

Police Public Safety Sales Tax Changes and Use Tax:

These are a sales tax and use tax approved by voters for the purpose of supporting the Police Department. The funds can be utilized for police equipment and capital (Sales Tax) and for additional police officers and their associated costs (Use Tax). Changes/additions to the fund in the proposed budget include:

- $858,000 for one-time unbudgeted increase to the AXON (body-cameras) contract.
- $178,907 for replacement of current issue handguns which are nearing the end of their expected lifecycle.
- $450,000 for the replacement of vehicles.
- $28,000 for (7) Starchase units, a high-speed pursuit alternative device capable of tracking a fleeing vehicle via GPS.
- $156,600 for the replacement of in-car radios.

Street Improvement Sales Tax:

This tax is a voter approved one-half of one cent sales tax for streets, bridges, and safety improvements. Changes/additions to the fund in the proposed budget include:

- Capital maintenance and improvements totaling $17,410,055.
- Notable projects include $4,600,000 for pavement preventative maintenance operations, $3,689,824 for Englewood Roundabout and Winner Road Upgrades (RAISE Grant reimbursement eligible), $1,000,000 for the 23rd Street safety and mobility improvements.

Storm Water Sales Tax:

This fund accounts for the one-quarter cent sales tax identified for storm water system improvements. Changes/additions to the fund in the proposed budget include:

- $2.18 million for capital maintenance and improvements, including $1,000,000 for the Bundschu Regional Detention Basin project, $300,000 for the Salisbury Hills Neighborhood Improvements, and $300,000 for emergency Construction projects.

Marijuana Sales Tax:

This fund accounts for sales tax on recreational marijuana. Proceeds are for the City's public safety (limited to police, fire, emergency communications dispatch, and emergency preparedness) facilities and operational needs. Changes/additions to the fund in the proposed budget include:

- $550,000 to cover rent, maintenance, and utilities costs for the new Police Department headquarters.
- Approximately $90,000 in additional funding for police equipment and operating supplies, including: ballistic plate carriers, K9 officer dog food, mitigating explosive supplies, crash scene mapping drones, and detention cell maintenance.

- $100,000 for a CAD to CAD interface between the City of Independence Emergency Communications Center (ECC) and American Medical Response (AMR) ambulance transport service. This will allow Independence dispatchers to see and communicate call information from the AMR Emergency Medical Dispatchers in real time.
- $20,000 for a fire host testing service.

"Prop PD" Sales Tax Changes:

This is a one-quarter center sales tax approved by voters in August 2024. Funds are to be used exclusively for salaries, operations, and equipment of the Police Department. Changes/additions to the fund in the proposed budget include:

- Beginning in FY2026-27, this fund will return to containing only dedicated special revenues and will no longer include transfers from the General Fund.

Sales Tax Revenues

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Protection Sales Tax (017)	11,162,324	11,211,000	11,211,000
Marijuana Sales Tax Fund (065)	928,121	970,000	830,000
Parks Improvement Sales Tax (012)	5,005,851	5,111,000	5,111,000
Police Public Safety Sales Tax (016)	2,887,067	2,904,000	2,904,000
Prop PD Sales Tax (067)	2,619,213	5,500,000	5,500,000
Stormwater Sales Tax (013)	5,005,848	5,050,000	5,050,000
Street Improvements Sales Tax (011)	10,010,627	10,100,000	10,100,000
Grand Total	**37,619,051**	**40,846,000**	**40,706,000**

ENTERPRISE FUND OVERVIEW

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)			
Revenue	173,565,531	168,787,970	256,730,730
Expenditure	(147,967,791)	(154,697,354)	(273,467,825)
Beginning Available Resources	0	92,516,698	106,607,314
Grand Total	**25,597,740**	**106,607,314**	**89,870,219**

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Sanitary Sewer (030)			
Revenue	37,053,989	37,856,224	42,222,900

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure	(38,979,979)	(37,646,022)	(43,828,763)
Cancellation of Prior Year Encumbrances	0	0	0
Beginning Unassigned Fund Balance	0	37,294,884	37,505,086
Grand Total	**(1,925,991)**	**37,505,086**	**35,899,223**

	FY 2024-25 Actuals	FY 2025-26 Estimated	FY 2026-27 Proposed
Water (040)			
Revenue	39,563,317	34,552,072	33,942,700
Expenditure	(35,965,709)	(37,100,977)	(44,609,992)
Beginning Unassigned Fund Balance	0	56,227,572	53,678,667
Grand Total	**3,597,609**	**53,678,667**	**43,011,376**

Highlights in the Proposed Budget for the Enterprise Funds include:

Municipal Services (Sewer/Water):

- Capital Improvements, including:
  - $6,090,000 in Sanitary Sewer projects, including $2.14 million for the Sanitary Sewer Fund portion toward the future construction of a new Spring Branch Garage Complex, $500,000 for sludge thickening process improvements, $750,000 for motor control center upgrades, $330,000 for pump station improvements, and $250,000 for Golden Acres Sanitary Sewer Improvements.
  - $9,940,000 in Water projects, including $2 million for the water main replacement program, $1.75 million for future production wells, $1 million for service line upgrades, and $2.14 million for the Water Fund portion toward the future construction of a new Spring Branch Garage Complex.

Power & Light:

- Power & Light anticipates an increase of $54,227,000 in Purchased Power expenses in FY2026-27. These additional costs are intended to be offset by $85,917,000 in projected new revenues, resulting in a net positive revenue impact of $31,690,000.
- Capital Outlay totaling $1,437,100 and a Capital Improvements Program totaling $41.477,400. Notable capital improvement projects include $1 million for the Substation R Country Meadows 13kV Feeder, $6.5 million for the construction of new Substation S, $4.8 million for the building of the 161 kv Line Terminal and control building at Substation A, and $4 million to replace four 100 MVA substation transformers.
- Personnel Additions:
  - Assistant Customer Service Manager

City of Independence Action Plan

Purpose and Purpose Statements

Independence is a safe, inclusive community fostering civic engagement and creativity, with a thriving and diversified economy, a strong and proud history, and a high quality of life as our community grows and adapts.

Purpose Statements

1. An Engaged Community. We foster a culture of engagement and civic leadership based on innovation and best practices involving community members of all backgrounds and perspectives.

2. An Innovative Economy. We grow a diversified and innovative economy leveraging our community amenities, skilled and creative people, and educational resources to generate economic opportunities.

3. A Safe, Welcoming Community. We embrace a safe, healthy, welcoming, and inclusive community.

4. A Well-Planned City. We consistently improve our community's appearance and quality of life as it grows and changes, honoring our unique history and sense of place as we plan for a livable, affordable, more connected city.

5. A Financially Sustainable Organization. We create long-term financial stability by using equitable and sustainable sources of funding for City services, and we deliver them in a lean and efficient manner.

6. A High-Performance Organization. We operate as an ethical, high-performance organization anticipating future needs, utilizing best practices, and striving for continuous improvement.

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1. An Engaged Community

We foster a culture of engagement and civic leadership based on innovation and best practices involving community members of all backgrounds and perspectives.

1.1 Outreach - Continue to strengthen and innovate in how we deliver information to the community and our partners.

a.) City Communication Plan and Protocol. Update, implement, and train for a City-wide communications protocol and outreach plan.
b.) Communicate more effectively internally and externally. Continue to enhance the City's primary public information tools: City 7, website, newsletters, social media.
c.) Complete an Audio/Visual Needs Assessment for City Facilities and Implement Upgrades to Meet Current and Future Needs.
d.) Automate Systems for Fulfillment of Records Requests.

1.2 Community Engagement - Broaden and deepen engagement of the community in city government, innovating methods for inviting input from the community and stakeholders.

a.) Enhance City Committees and Advisory Boards. Restructure or combine City boards and committees to more effectively advise the city and engage the public.
b.) Community Engagement Plan. Develop a plan to increase community engagement in city decision-making processes.
c.) Create a Standard City Council, Boards, and Commissions Onboarding and Education Process. Increase education for City Council, commissions, boards, and advisory boards.
d.) City Charter Review. Complete the review of the City Charter by the Charter Review Commission and seek voter approval of proposed changes to reflect best practices.

1.3 Public Agencies Collaboration - Foster successful collaboration with other public agencies and build on these successes.

a.) Quarterly City/County Meetings. Establish regularly scheduled meetings between the City of Independence and the Jackson County Legislature to discuss issues of mutual interest.
b.) Continue the City's Participation in the Eastern Jackson County Shared Services Initiative and Other Regional Collaborations through the Mid-America Regional Council.
c.) Enhance the City's relationship with the Independence, Fort Osage, Blue Springs, and Raytown School Districts.
d.) Enhance the City's relationship with Blue River Community College.
e.) Enhance the City's relationship with the Mid-Continent Public Library.
f.) Enhance the City's relationship with State and Federal Agencies.
g.) Develop and support a legislative agenda.

1.4 Business and Institutional Partnerships – Explore opportunities for partnerships with key business groups and nonprofit

a.) Enhance the City's relationship with the Independence Square Association, Community Services League, Hotel and Lodging Alliance, Truman Habitat for Humanity.

2. An Innovative Economy

We grow a diversified and innovative economy leveraging our community amenities, skilled and creative people, and educational resources to generate economic opportunities.

2.1 Business Growth – Support retention and growth of both the traded and local business sectors while welcoming and encouraging new and existing businesses, in coordination with the Independence Economic Development Partnership.

a.) Update the Business License Code.
b.) Establish a small business support center to facilitate and guide the City's licensing and permitting process.
c.) Support the continued development of the Eastgate Commerce Center.

2.2 Infrastructure Investments – Strategically invest in infrastructure as a mechanism to encourage economic development and economic redevelopment.

a.) Identify Residential/Commercial/Industrial Infrastructure Needs. Identify sites for new or redevelopment in areas that lack adequate infrastructure and develop new financing strategies to fund these investments.
b.) Complete the Tourism Master Plan to Attract and Retain Visitors to the City's Historic Sites, Amenities, and Events.
c.) Complete the Deployment of High-Speed, Broadband Internet Service throughout the City.

2.3 Workforce Development – Support education and workforce development initiatives to improve the skills of our citizens.

a.) Develop partnerships with Independence, Fort Osage, Blue Springs, and Raytown School Districts for apprenticeship, internship, and job shadow opportunities to promote career options for high school graduates.

3. A Safe, Welcoming Community

We embrace a safe, healthy, welcoming, and inclusive community.

3.1 Public Safety – Support high-quality public safety programs, emergency preparedness, facilities, and leadership.

a.) Improve Emergency Preparedness Programs. Improve our community's emergency preparedness by implementing outreach programs to include information and planning to assist residents in self-preparedness.
b.) Implement the Independence Fire Department Community Risk Assessment and Standard of Cover Analysis Master Plan.
c.) Complete Fire Service Strategic Plan.
d.) Enhance the City's Relationship with the Jackson County Prosecutor's Office to Improve the Prosecution System.
e.) Develop and implement a comprehensive recruitment strategy for Independence Police Department, including both sworn and civilian positions.
f.) Review and Update All Police Department Policies and Procedures.
g.) Update Public Safety Technology Systems. Fund and implement necessary new technology systems for Police and Fire Departments.
h.) Analyze Current and Future Staffing Needs Across the Police and Fire Departments and Shift Alignment of Personnel for Operational Efficiency and Optimal Service to the Public.
i.) Develop a Comprehensive Professional Development and Training Program within the Police and Fire Departments to Address Succession Planning Needs.
j.) Reduce Crime and Disorder. Balance proactive policing efforts with community engagement-including neighborhood watch program and business crime prevention program-within allotted resources.
k.) Increase Park Patrol to enhance Park Safety.

3.2 Health & Safety Action – Work with our partners to improve education, public awareness, and to coordinate programs concerning public health, animal welfare, emergency services, criminal justice, and important social services.

a.) Strengthen Community Services Networks. Identify strategies to improve and expand resources for those with mental health, substance abuse and addiction, and housing challenges, including behavioral crisis and intervention centers.
b.) Enhance the Mental Health Co-Responder and ARCH Programs. Continue to adapt the strategies and services used by public safety to approach mental health crises.
c.) Facilitate the Development of a Drop-In Center and Single Persons Shelter in Eastern Jackson County.
d.) Maintain Status as a No-Kill Animal Shelter.

3.3 Friendly Community – Ensure Independence continues to welcome diversity through policies, public awareness, and community engagement.

a.) Anticipate, Celebrate, and Incorporate an Increasingly Diverse Population into the Community, City Boards and Commissions, and City Staff.

4. A Well-Planned City

We consistently improve our community's appearance and quality of life as it grows and changes, honoring our unique history and sense of place as we plan for a livable, affordable, more connected city.

4.1 Improve public infrastructure and the condition of public facilities.

a.) Develop a Criminal Justice Facility Plan.
b.) Complete the National Frontier Trails Museum Master Plan to Focus Emphasis on Museum Exhibits and Visitor Experience.
c.) Identify Permanent Facility Solution for Animal Shelter.
d.) Evaluate Space and Maintenance Needs for City Buildings, Recreation Centers, and Site Amenities and Determine Priorities and Strategies for Needed Improvements.
e.) Increase the Rate at which Problematic Water Distribution and Transmission Mains are Replaced in Order to Replace 1% of the City's Distribution Mains Annually.

f.) Establish and Maintain a Database of the Material of all Water Service Lines in our Distribution System Pursuant to Revisions to the Lead and Copper Rule.
g.) Complete the Best Professional Judgement Study for Water Plant Sludge Discharge Pursuant to the Missouri Department of Natural Resource's Water Protection Program.
h.) Refine the Pavement Management Program.
i.) Target Street and Sidewalk Maintenance Along Major Corridors and Historic Sites.
j.) Determine Long-Term Plan for Independence Power & Light, Including Additional Generation Resources, Long-Term Plan for Maintaining Capacity, and Facilitating the Retirement of Existing Combustion Turbines.
k.) Explore Sustainable Technology. Explore technologies to advance environmental sustainability and efficient service delivery. Examples include Advanced Metering Infrastructure, performance management systems also known as community "dashboards, electric vehicle charging infrastructure, and data analytics.

4.2 High Quality Urban Approach – Continue to support high-quality planning, ranging from building design to neighborhood layouts, while pursuing urban approaches to issues such as multimodal transportation, infill, density, connected trails and parks, and walkable neighborhoods.

a.) Develop and Adopt Design and Construction Manual.
b.) Modernize Our Development Engineering Codes.
c.) Develop Access Management Plan and Storm and Sanitary Master Plan to Guide Development.
d.) Adopt a Unified Development Ordinance Amendment to Regulate Short-Term Rentals.
e.) Adopt a Unified Development Ordinance Amendment to Regulate the Number of Used Car Dealerships that May Operate Within the City.
f.) Leverage and Maximize the Historic district Designation for the Square and Explore Establishing Additional Historic Districts.
g.) Research and Implement Strategies in the Historic Preservation Master Plan to Protect Community Historical Resources.

4.3 Stabilize and Revitalize Neighborhoods – Partner with citizens and businesses to promote and maintain a safe, healthy, and desirable living and working environment through the administration of property maintenance, zoning, and right-of-way codes.

a.) Target Incentive Programs (Including Tax Abatement), CDBG, and HOME Resources in neighborhoods, Activity Centers, and Along Corridors to Support Revitalization and Stabilization.
b.) Continue Enforcement of the Vacant Building Registry Program.
c.) Research and Incorporate Best Practices into the UDO to Encourage Infill Housing Units in Neighborhoods, Public Transit Nodes, and Activity Centers.
d.) Support and Engage the Land Clearance Redevelopment Authority to Facilitate Redevelopment Projects.
e.) Collaborate with Community Partners on Various Methods to Stabilize Neighborhoods.
f.) Develop and Implement Strategies to Reduce Chronic Issues of Litter, debris, and illegal dumping within the Community. Increase the resources dedicated to responding to these problems while also curtailing the proliferation of the issue by adopting a mandatory trash service requirement.
g.) Explore Land Acquisition Along Truman Road to Enable Beautification Along Major Entryways into the City.
h.) Continue Project Design and Construction for the 24 Highway Complete Streets Project.

4.4 Vibrant Commercial Districts and Neighborhood Centers – Promote and support healthy, vibrant commercial districts and neighborhood centers – including higher densities and intensification of use in these key areas.

a.) Continue Implementation of the Recommendations in the Adopted Downtown Redevelopment Coordinating Committee Master Plan.
b.) Implement the Recommendations of the Fairmount Planning Sustainable Places Report.

4.5 Housing and Transportation Choices – Vigorously encourage, through a wide variety of actions, the development of sustainable and lasting housing options for all individuals and families and improve mobility options that accommodate all travel modes.

a.) Implement the strategies of the 2022 Master Housing Study to Address Various Community Housing Needs.
b.) Coordinate with RideKC partners to ensure that public transportation connects the Independence workforce to quality jobs.
c.) Advance Design Work on the Noland Road Complete Streets Project.

5. A Financially Sustainable Organization.

We create long-term financial stability by using equitable and sustainable sources of funding for City services, and we deliver them in a lean and efficient manner.

5.1 Control Long-Term Costs – Ensure City finances are stable and sustainable.

a.) Pursue plan design changes to the Stay Well Employee Insurance Program to Control Long-Term Expenditures.
b.) Conduct a Market Salary Study and Implement Recommendations in the Employee Pay Plan Focused on Recruitment and Retention.
c.) Promote Standardization of Technology and Centralization of IT Functions to Make City Operations More Efficient and Cost-Effective.
d.) Mature the City's Cyber-Security Practices to Improve Management of Cyber-Security Risks while Protecting Sensitive Information.
e.) Develop Cost of Service Studies for the Electric, Water, and Sanitary Sewer Utilities and Ensure Appropriate Customer Rates.
f.) Research and Evaluate the Governance and Operation of Independence Power & Light.

5.2 Capture Sustainable Sources of Funding – Obtain permanent, viable funding for City services.

a.) Identify and Capture Additional Funding to Stabilize the Health Department.
b.) Identify and Capture Funding for the Parks/Recreation/Tourism Department to Continue and Expand Services and Programs.
c.) Identify and Capture Funding for Cemetery Maintenance and Support.
d.) Identify and Capture Funding for Public Transit.
e.) Identify and Capture Funding for Dangerous Building Demolitions and Code Enforcement Abatements.
f.) Research Additional Long-Term Revenue Streams and Funding Sources to Support Delivery of Basic Services.
g.) Seek Voter Approval of the Recreational Marijuana 3% Local Sales Tax.
h.) Seek Voter Approval of General Obligation Bonds for Infrastructure and Facilities Projects.
i.) Pursue the Museum and Tourism-Related Activities Tax to Support Tourism Needs.

5.3 Financial Planning and Reporting – Identify and update policies, procedures, and systems to ensure transparent and efficient financial information.

a.) Implement a Budgeting Module to Include Priority-Based Budgeting, Capital Improvements Programming, and Capital Outlay/Asset Replacement Program.
b.) Update the City's Purchasing Policy and Procedures.
c.) Revise the City's Travel Policy.
d.) Implement Uniform Standard Operating Procedures for Grant Reporting.
e.) Revise the Monthly Financial Reports for Improved Transparency and Ease of Understanding.

6. A High-Performance Organization

We operate as an ethical high-performance organization, anticipating future needs, utilizing best practices, and striving for continuous improvement.

6.1 Values-Driven Culture – Promote a values-driven organizational culture that reinforces ethical behavior, exercises transparency, and maintains the community's trust.

a.) Develop a Cross-Functional Team Culture. Use cross-functional teams to meet Independence's future opportunities and challenges.
b.) Create a Culture of Innovation. Empower employees at all levels of the organization to exercise judgement and discretion within the framework of City codes, policies, and procedures.

6.2 Employee Excellence – Recruit, retain, and value a diverse, well-trained, qualified, and motivated team capable of delivering superior performance. Be accountable and expect accountability from others. Make demonstrated use of good judgement a part of the evaluation process for promotions.

a.) Be a "Best in Class" Employer. Enhance the attractiveness of the City as a place to work through salary and benefit packages, workplace amenities and facilities, and professional development opportunities. Negotiate Fair, Sustainable Compensation and Benefit Agreements with Labor Unions.
b.) Continue New Employee Orientation Program. Provide assistance to new employees so they feel welcomed and prepared to succeed.
c.) Adopt Organizational Values and Align with the Employee Recognition Program to Celebrate the Demonstration of Values in Action.
d.) Develop and Administer Annual Performance Evaluation Process for All City Employees.
e.) Set Employee Diversity Goals. Define the Type of Diversity the City Seeks to Achieve as an Organization (e.g. Reflecting the Community At-Large) and Develop a Program to Achieve These Goals.

6.3 Best Practices, Creativity, and Foresight – Utilize best practices, innovative approaches, and constantly anticipate new directions and changes relevant to the governance of the City. Be adaptable and flexible with an outward focus on the customer and an external understanding of the issues as others may see them.

a.) Implement Department Staffing Plans. Compile departmental staffing plans and create a system to implement the plans to address current and future workload.
b.) System Integration. Identify key systems that if integrated would improve efficiency and effectiveness.
c.) Improve Departmental Collaboration. Identify opportunities to improve collaboration between City departments and create subgroups on communications, community interactions, long-range planning, and other matters of common concern.

6.4 Performance Metrics – Utilize key performance and cost measures to monitor, track, and improve the planning and delivery of City programs and services and to promote greater accountability, effectiveness, and efficiency.

a.) Develop Data Analysis Tools. Develop more sophisticated analytical tools to access, monitor, measure, and analyze data to inform decision making.
b.) Set Performance Measures. Set performance measures that align with the strategic plan.
c.) Analyze and Collect Data from Performance Measures. Analyze and collect data from performance measures to ensure implementation of the Action Plan, and redesign measures as needed.
d.) Strategic Municipal Service Delivery Expectations. Strategically manage community and employee expectations about the City's capacity to deliver services.

Mayor & City Council

Form of Government

In 1961, Independence voters selected a council-manager form of government. Under Charter Article 2.1, this form of government calls for one mayor and two council members elected by the city, and four council members elected by districts. The mayor and all city council members are elected to staggered four-year terms. The governing body is generally referred to as the "City Council." As the policy makers, the City Council passes resolutions and ordinances, adopts the city budget, appoints citizens to advisory boards and hires the city manager.

City Officials

Mayor

Kevin King

District 1

John Perkins

District 2

Brice Stewart

District 3

Heather Wiley

District 4

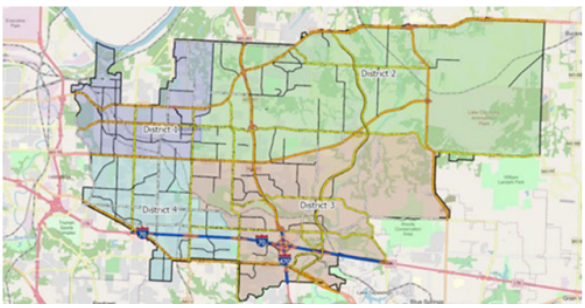
Jennie Vaught

At Large

Cody Atkinson

At Large

Jackie Dorman




Citizens of Independence
Mayor and City Council
Management Analyst
Municipal Court
City Manager
City Clerk
Boards & Commissions
Municipal Services
Health & Animal Services
Fire
Internal Services Departments
Power and Light
Community Development
Parks and Recreation
Police

Guide to the FY 2026-27 Budget Document

The purpose of this budget document is to provide a comprehensive view of the operating budget. The budget is a tool for management to plan services, but it is also a communication to the public on the overall financial and policy direction of the city. Use this guide to navigate the document.

Budget Transmittal letter

The City Manager's Budget Message provides the framework for how the budget was developed, including contextual information on the city's finances, economic trends, and changes to the budget.

Introduction

This section provides general information about the city:

- Names and photos of Mayor and City Council
- City of Independence overview and history

Fund Summaries

This section of the book gives the highest-level overview of the fund structure of the city.

- The breakdown of expenditure types across all funds
- The breakdown of revenue types across all funds
- Fund summaries for each fund, which show how the expenditures relate to the revenues.

Department Summaries

This section contains summary and detail information about each city department:

- Organizational chart shows the director and divisions of each department.
- Department summary page highlights the mission of the department, the budgetary funds that make up the budget, a summary of expenditures, and total budgets and FTE counts.
- The department is then broken down further into divisions (for instance, the Patrol Division of the Police department). The top half of the page will show summary information about
  the types of expenditures in that division, as well as the funding source and FTE counts.

Appendix

The appendix includes miscellaneous information that may help further understanding of the budget, including:

- Approved packages included in the budget.
- Capital Outlay details by department.
- ARPA summary
- Glossary of budget and finance terms

Budget Process and Development Calendar

The calendar describes the City's internal budget process and highlights the monthly activities required of departments. Development of the annual City budget is a year-long process that culminates in June, with the formal adoption of the budget.

October - December : Planning

1. Finance develops the 2026 budget manual
2. Finance meets to resolve issues and prepare budget outlook.

January - February : Operating Budget Kickoff and CIP Presentation

1. Finance meets with departments to kickoff budget process.
2. Updated 5-Year Forecast presented to City Council.
3. Finance prepares the base budget, chargebacks, and preliminary personnel budgets.
4. Revenue projects and estimated actual expenses for prior year are prepared.
5. Capital Improvement Program budget presented by Economic Development to the Planning Commission.

March - April : Operating Budget Kickoff and CIP Presentation

1. City Council adopts annual Strategic Plan update.
2. Departments prepare and submit budget proposals to Finance and the City Manager.
3. Capital Improvement Program memo with recommendations issued from Planning Commission.
4. Final adjustments in revenue and expenditure estimates are complete.
5. City Manager reviews recommended budget and gives preliminary approval on budget changes to be included in Proposed Budget.
6. Finance prepares Proposed Budget document.

May : Preliminary Review and Public Input

1. City Manager's Proposed Budget is submitted to Council.
2. City Council makes policy decisions and budgetary amendments to the Proposed Budget.

June - July : Final Review and Adoption

1. First reading of appropriation ordinances held adopting budget.
2. City Council proposes/amends budget per policy decisions.
3. Second reading of appropriation ordinances held adopting budget.
4. Finance begins production of final budget document.

August - October : Property Tax Levy and Final Budget Book

1. Assessed valuation received from Jackson and Clay Counties to set Property Tax Levy Rates.
2. Public hearing to set Property Tax Levy held.
3. Second reading of appropriation ordinances held adopting the annual tax levy.
4. Tax levy rates submitted to Jackson and Clay Counties.
5. Adopted budget book printed and published online.
6. First quarter budget amendment prepared for City Council approval.

About the City

About the City of Independence

Independence is the fifth largest city in Missouri, located within Jackson County. It is the largest suburb of the Kansas City metropolitan area on the Missouri side. Located ten miles east of Kansas City, Missouri in the geographical center of the United States. Independence has a Mayor/City Council/City Manager form of government. The Independence City Council is made up of six members, four are elected to represent one of the city districts, the other two are elected by the city. The Mayor also sits on the City Council and serves as the “Head of Government” for the city. Members serve a four-year term, beginning in April, following the election.

History

Many towns and cities have stories that have been passed down from generation to generation. The rare few have stories of such historic proportions that they become the stuff of legends. Rarer still are the cities whose “Once upon a time” is tied to the opening chapters of so many American lives. Independence, Missouri is a city unlike any other. It is where 400,000 fearless souls set off on a new venture that would not only alter the course of their lives, but the trajectory of an entire country. It is a city so visionary, self-determined and free-spirited, that it became the jumping off point to a whole new world.

Independence was originally inhabited by the Missouri and Osage Indians and became part of the United States with the Louisiana Purchase in 1803. It was the farthest point westward on the Missouri River where steamboats or cargo vessels could travel. The city quickly became the hub of the California Trail, Santa Fe Trail, and the Oregon Trail. Independence was soon known as the Queen of the Trails, due to is unique location where all three trails converged. It wasn’t until the 19th century that Independence was defined by The United States Congress as the “Start of the Oregon Trail.” In 1826, Independence was named the county seat of Jackson County. During the years of 1862 and 1864 the First and Second battles of Independence were fought.

It’s not surprising then that 100 years later, the 33rd President of the United States should also find his roots and jumping off point in Independence. In his own pioneering way, Harry S. Truman helped write a big part of our country’s history. And as a great American himself, shape its ideals and role in the world. After his two terms, President Truman returned to Independence, where the Presidential Library was built in 1957. For another two decades, he and his wife Bess remained Independence residents. The Harry S. Truman National Historic Site and the Harry S. Truman Presidential Library and Museum are both located in Independence.

From the strength and fortitude of its earliest trailblazers to the straight-talking, pragmatism of Harry S. Truman, Independence has provided the country just what it needed at the time. And the city continues its role as a launching pad for brave new ideas and future growth. Nowhere is that more evident than in places like the Ennovation Center, an entrepreneurial incubator where a fiercely independent and creative work ethic is blazing new trails in industries from business technology and healthcare to food services and bringing a whole new generation of innovators to the area.

Population:	121,606	**Median Value of owner-occupied units**	$200,900
Square Miles:	78.00	**School Enrollment:**	22,934
Number of Households:	51,917	**Miles of highways:**	46.38
Average Household Size:	2.3	**Sister City:**	Higashimurayama, Tokyo, Japan

Source: City of Independence and Censusreport

Community Profile

Independence is positioned strategically at the crossroads of I-70 and I-470, where approximately 150,000 cars pass each day. The Kansas City metropolitan area has more lane miles of freeway per capita than any other metro area in the United States. Two rail lines, three interstates and five state highways serve Independence. The city is located just 25 minutes from Kansas City International Airport.

Independence has seven police stations, ten fire stations, and the city provides Water, Sanitary Sewer, and Power and Light utilities, with three power stations.

Transportation infrastructure investments continue to open new opportunities for growth. The Little Blue Parkway corridor enhances connectivity between Interstate 70 and U.S. 24 Highway, supporting continued development in eastern Independence and improving access to significant areas of undeveloped land. This corridor remains a key component of the City's long-term growth strategy.

In the heart of the city, Historic Independence Square is undergoing a renaissance with substantial increase in private investment and a planned restoration of the Historic Jackson County Courthouse. The traditional town square offers unique shops, restaurants, loft-style apartments and a newly renovated cinema and bowling alley.

Creating the educated workforce of the future is a priority for the Independence Community. The city is supported by four award winning public-school districts: Independence, Blue Springs, Fort Osage, and Raytown school districts. Independence is home to four colleges to support the higher education needs of our citizens, including Metropolitan Community College, Graceland University, Park University, and National American University.

Independence has a history of a pro-business attitude. Its low-cost environment is a natural incentive to companies looking to expand or relocate. Independence has the third lowest property tax rate in the Kansas City Metropolitan Area. Additionally, the City does not tax on personal property, including machinery and equipment. The city tax structure coupled with the many affordable housing options makes it the best value in the Metro for working and living.

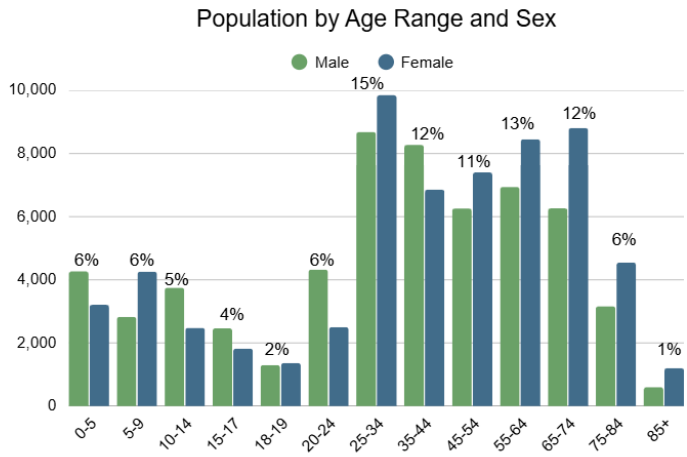


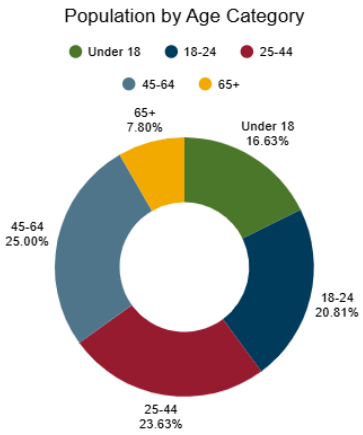
Statistical Information

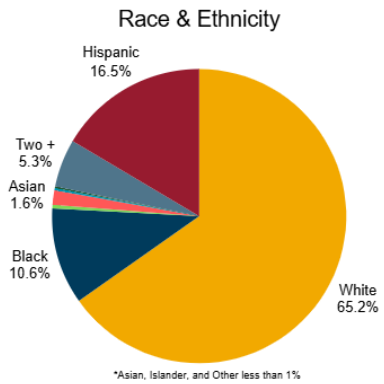
Income

Per capita personal income, Missouri Adjusted Gross Income per return data for the city, County, and State are presented in the following table:

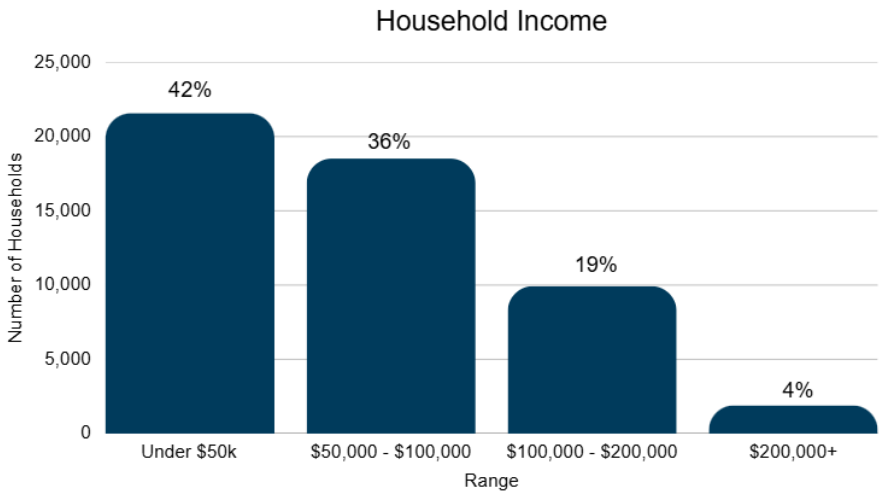
	2024	2023	2022	2021	2020
City of Independence	$31,594	$30,380	$31,714	$30,273	$28,197
Jackon County	$39,645	$57,518	$53,153	$52,436	$49,572
State of Missouri	$40,284	$61,302	$57,818	$55,159	$51,177







Population					
	2025	2024	2023	2022	2021
City of Independence	121,606	120,922	120,931	122,079	122,185
Jackson County	719,976	718,560	720,283	716,580	717,993
State of Missouri	6,191,814	6,245,466	6,208,038	6,179,414	6,171,134

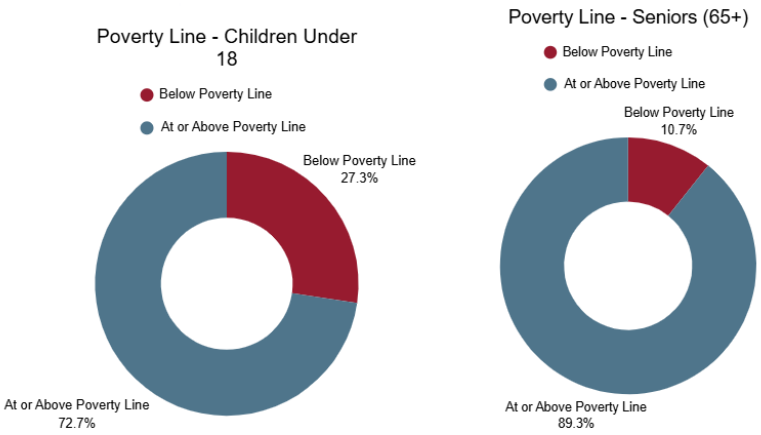


Median Household Income - $58,535

About two-thirds of the amount in Kansas City, MO-KS Metro area: $83,785. About 80% of the amount in Missouri: $71,589

Persons Below Poverty Line - 17.9%

About 1.5 times the rate in Kansas City, MO-KS Metro Area: 10.1%. A little higher than the rate in Missouri: 12.3%



Major Employers

The major employers in the city by number of employees (full and part-time).

Employer	Employees	Percentage of Total City Employment
Independence School District	2,200	3.79%
Lake City (Winchester/Olin)	1,800	3.10%
Centerpoint Medical center	1,400	2.41%
City of Independence	1,100	1.89%
Government Employee Health Association	750	1.29%
Rosewood Health Center at the Groves	450	0.78%
Burd & Fletcher	300	0.52%
Jackson County Circuit Court	275	0.47%
Cable Dahmer Automotive	270	0.47%
Unilever	260	0.45%
Total	8,805	15.17%

Largest Taxpayers

The table below shows the city's ten largest taxpayers for 2025. The total assessed valuation for the city was $2,201,601,831.

	2025		
Taxpayer	Total Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Southern Union Company	$24,272,540	1	1.10%
Independence Mall Holding LLC	13,151,864	2	0.60%
DT Independence Commons LLC	12,345,600	3	0.56%
HEP KC Independence LLC	9,880,000	4	0.45%
Grace Holdings Independence LLC	9,456,777	5	0.43%
BRE Space Center of Kansas City	793,706	6	0.36%
Burd & Fletcher Co	7,346,026	7	0.33%
Seven65 Cornerstone LLC	7,273,067	8	0.33%
Centerpoint Medical Center	5,837,996	9	0.27%
JVM Dunes Apartments LLC	5,795,000	10	0.26%
Total	**96,152,576**		**4.7%**

Additional Operating Indicators

Additional Operating Indicators

	2025	2024	2023	2022	2021
Public Safety					
Police					
Police incident calls	81,515	86,346	85,340	88,470	94,609
Fire					
Total Alarms	26,021	27,788	26,685	26,744	23,412
Public education audience	10,314	4,220	2,198	1,638	1,000
Municipal Services					
Street overlay (lane miles)	21	17	29	38	47
Street patching jobs	14,979	10,273	9,562	7,270	7,666
Health & Welfare					
Food Handlers Trained	3,281	2,763	3,244	3,022	2,544
Flu shots given	-	-	-	-	-
Animal Control service calls	4,990	4,902	5,041	4,701	4,076
Culture & Recreation					
Park shelter reservations	412	448	427	1,098	424
Number of Sermon Center Memberships	945	961	454	2,390	517
Community Development					
Permits Issued	704	728	709	732	718
Tourism					
Site Attendance	9,948	9,720	8,316	15,102	1,758
National Frontiers Trails Museum					
Number of visitors to museum	6,691	3,527	4,857	3,875	-
Power and Light					
Average number of monthly customers	59,245	59,096	58,534	58,586	57,557
Water					
Number of Customers	49,614	49,641	49,690	49,476	49,432
Water main breaks	344	279	307	206	240
Sewer					
Number of Customers	45,160	45,527	45,533	45,317	45,484
Wastewater Treated (Million Gallons)	2,281	2,520	2,322	2,433	3,030

Fund Summaries and Schedules

Fund Descriptions

For accounting purposes, a local unit of government is not treated as a single, integrated entity. Instead, a government is viewed as a collection of smaller, separate entities known as “funds”. The Government Accounting Standards Board (GASB) Codification of Governmental and Accounting and Financial Reporting Standard, Section 1300, defines a fund as:

> A fiscal and accountability entity with a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or balances, and changes therein, which are segregated for the purpose of carrying on specific activities or attaining certain objectives in accordance with special regulations, or limitations.

All the funds used by a government must be classified into one of seven fund types. Four of these fund types are used to account for a local government’s “governmental-type” activities and are known as “governmental funds”. Two of these fund types are used to account for a government’s “business-type” activities and are known as “proprietary funds”. Finally, the seventh fund type is reserved for a government’s “fiduciary activities”.
Below is a more detailed explanation of the city’s funds:

General Fund (002)

is used to account for all financial resources necessary to carry out basic governmental activities of the city that are not accounted for in another fund. The General Fund supports essential city services, including police, fire, municipal services, and administration.

Special Revenue Funds

are used to account for specific revenues that are legally restricted to expenditures for specific purposes.

Street Improvements Sales Tax (011) - Voters approved a one-half of one cent sales tax for streets, bridges and safety improvements. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Park Improvements Sales Tax (012) - The Park Improvements Sales Tax Fund has been setup to account for the one-quarter cent sales tax identified for parks and recreation. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Storm Water Sales Tax (013) - The Storm Water Sales Tax Fund has been set up to account for the one-quarter cent sales tax identified for storm water system improvements. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Police Public Safety Sales Tax (016) - The voters approved a Capital Improvements for Police Sales Tax in April 2016 at the rate of one-eighth cent of the receipts from the sale at retail of all tangible personal property or taxable services at retail for a period of January 2017 through December 31, 2028. The Police (Capital) Sales Tax Fund has been set-up to account for the one-eighth cent capital improvements sales tax identified for police equipment. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Fire Public Safety Sales Tax (017) - The voters approved a one-half cent Fire Sales Tax in November 2021 until repealed by voters to replace the current rate of one-eighth cent of the receipts from the sale at retail of all tangible personal property or taxable services at retail for a period of January 2017 through December 31, 2028. The Fire Public Safety Sales Tax Fund has been set-up to account for the one-half cent for improvements including replacing and maintaining fire stations, apparatus, and lifesaving equipment. Sales tax funds can also be used to hire additional firefighters, administration, and personnel to improve department training needs. Additional revenues from the Proposition "P" waterfall provision are accounted for here.

Animal Shelter Use Tax (010) - Voters approved Proposition "P", a use tax on goods delivered to Independence addresses in 2019. The rate of the use is the same rate as the total City's retail sales. The first $1.5 million (adjusted for inflation annually) will be split equally between a fund for Animal Services and a fund for hiring up to 30 new police officers. The next $1.5 million of use taxes in the fiscal year are applied 100% towards hiring of police officers ($3 million total before inflation increase). Use taxes collected over the amounts identified in the special use taxes will then be receipted into any fund that has a sales tax prorated on its share of sales taxes.

Police Use Tax (018) - Voters approved in November 2021 to increase the Proposition "P" use tax to expand the use of funds for new and current Police Department personnel and equipment and to increase the total before inflation increase from $3 million to $4 million and does not change the first $1.5 million split between Animal Services and Police Department. Originally, Voters approved Proposition "P", a use tax on goods delivered to Independence addresses in 2019. The rate of the use is the

same rate as the total City's retail sales. The first $1.5 million (adjusted for inflation annually) will be split equally between a fund for Animal Services and a fund for hiring up to 30 new police officers. The next $1.5 million of use taxes in the fiscal year are applied 100% towards hiring of police officers ($3 million total before inflation increase). Use taxes collected over the amounts identified in the special use taxes will then be receipted into any fund that has a sales tax prorated on its share of sales taxes.

Health & Animal Levy (005) - Funded by the Health & Recreation tax levy collected against real estate within the city of Independence. The purpose of the levy is for Health and Parks and Recreation purposes. This levy is split between the Health & Animal Levy Special Fund and a Parks Health & Recreation Levy Fund.

Parks Health & Recreation Levy (007) - Funded by the Health & Recreation tax levy collected against real estate within the city of Independence. The purpose of the levy is for Health and Parks and Recreation purposes. This levy is split between the Health & Animal Levy Special Fund and a Parks Health & Recreation Levy Fund.

Tourism (004) - The Tourism Sales Tax Fund is supported by both admission fees to the National Frontier Trails Museum and a 6.5% Transient Guest Tax. The 6.5% Transient Guest Tax is to be paid on the gross daily rent due from or paid by transient guests of all hotels and motels, bed and breakfast inns and campgrounds.

Com. Dev. Block Grant (008) - accounts for the federally funded Community Development Block Grant Act program.

HOME (009) - accounts for the federally funded home program.

Grants (015) - accounts for other grants, including Police, Fire, and Health department grants.

Marijuana Sales Tax (065)- accounts for sales on recreational marijuana. Proceeds are to used for the City's public safety (limited to police, fire, emergency communications dispatch, and emergency preparedness) facilities and operational needs.

“Prop PD” Sales Tax (067) - Voters approved in August 2024 the Proposition "PD", a one-quarter cent sales tax to be used exclusively for salaries, operations, and equipment of the Police Department.

Enterprise / Utility Funds

are used to account for operations that are financed and operated similar to a private business where the intent is that the cost of providing services to the public is financed primarily through user charges.

Power & Light (020) - operations of the city's power and light utilities.

Water (040) - operations of the city's potable water utility.

Sanitary Sewer (030) - operations of the city's sanitary sewer utility.

Internal Service Funds

are used to account for operations internal to the city where the intent is that the cost of providing services to the city department is financed primarily through department user charges.

Central Garage (090) - Vehicle maintenance and operations of citywide fleet, including gas and oil charges.

Staywell Health Care (091) - Activities related to the city's' self-insured health care plan.

Workers' Compensation (092) - Management of workers’ compensation insurance and claims.

Risk Management (093) - Management of city liability insurance and claims.

Enterprise Resource Planning (ERP) changed to Finance Internal Service (095) - Management of Finance and Administration for the costs associated with providing services citywide including budget, accounting, human resources and technology services.

Explanation of Fund Summary Changes from FY2025-26

In fiscal year 2025-26, the City made a strategic change in how Police and Fire Department expenditures are budgeted and reported.

- Fire Department operational expenditures previously recorded in the General Fund were recorded in Fund 017– Fire Protection Sales Tax.
- Police Department operational expenditures previously recorded in the General Fund were recorded in Fund 067– Prop PD Sales Tax.

As a result of this change, some tables and comparisons may show a significant decrease in General Fund expenditures compared to FY2024-25. This reduction was not due to cuts in services or operational funding, but rather a reallocation of expenditures to the appropriate special revenue funds.

For FY2026-27, the proposed budget returns the Fire and Police Department budgets to the General Fund. This change reflects the new City Manager's preference for a different accounting and financial management structure that more closely aligns with the City's long-term organizational and financial planning goals. Returning these departments to the General Fund also recenters the General Fund as the City's primary operating framework for core governmental services.

Fund and Department Relationships

	City Departments											
Funds	City Manager	Community Development	Finance & Admin.	Health & Animal Svcs.	Mayor & City Council	Parks & Recreation	Municipal Court	Police	Power & Light	Municipal Services	Water	Fire
General Fund (002)	X	X		X	X	X	X			X		
Tourism Fund (004)						X						
Health & Animal Levy (005)				X				X				
Parks Health & Recreation Levy (007)						X						
Com. Dev. Block Grant (008)		X										
HOME (009)		X										
Animal Shelter Use Tax (010)				X								
Streets Improvements Sales Tax (011)										X		
Park Improvements Sales Tax (012)						X						
Storm Water Sales Tax										X		
Grants (015)		X	X	X		X		X				X
Police Public Safety Sales Tax (016)								X				
Fire Public Safety Sales Tax (017)												X
Police Use Tax (018)								X				
Power & Light (020)									X			
Sanitary Sewer (030)										X		
Water (040)											X	
Marijuana Sales Tax (065)								X				X
"Prop PD" Sales Tax (067)								X				
Central Garage (090)										X		
Staywell Health Care (091)			X									
Workers' Compensation (092)			X									
Risk Management (093)			X									
Enterprise Resource Planning (095)			X									

Schedule 1: All Funds by Expense Category ($)

All Funds(1)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2024-25 Estimated	FY 2026-27 Proposed
Salary & Benefits	132,599,936	138,201,893	134,736,808	145,161,342
Retiree Health Insurance	6,696,631	7,496,000	7,095,139	8,658,199
Operating Expenses	170,847,282	200,173,214	184,308,952	265,809,942
Equipment	4,092,295	6,163,599	6,102,836	7,048,843
Debt Service	21,030,004	24,195,140	24,339,453	24,352,395
Contingency	0	157,700	0	647,700
Transfers Out for Capital Improvements	32,783,017	139,988,234	95,132,827	79,562,455
Grand Total	**368,049,165**	**516,375,780**	**451,716,015**	**531,240,876**

General Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salary & Benefits	62,854,642	10,592,098	10,011,373	63,250,373
Retiree Health Insurance	4,250,231	683,500	642,831	5,601,445
Operating Expenses	14,893,618	10,173,991	8,997,124	20,785,377
Equipment	148,641	68,071	56,035	84,371
Debt Service	1,785,058	1,792,440	1,792,336	1,819,470
Contingency	0	0	0	490,000
Transfers Out for Capital Improvements	10,167	62,252,223	65,415,090	355,000
Transfers Out to Police (067)	0	36,030,362	36,030,362	0
Transfers Out to Fire (017)	0	25,941,861	25,941,861	0
Grand Total	**83,942,357**	**147,534,545**	**148,887,013**	**92,386,036**

Special Revenue Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salary & Benefits	23,873,992	76,950,219	77,946,872	28,933,514
Retiree Health Insurance	186,295	4,297,500	4,139,996	224,907
Operating Expenses	13,954,612	24,084,418	24,217,835	15,739,488
Equipment	3,281,243	3,890,128	4,770,135	5,237,672
Debt Service	1,874,681	4,981,700	5,126,116	5,104,925
Contingency	0	7,700	0	7,700

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Transfers Out for Capital Improvements	18,022,507	36,287,011	19,155,918	21,700,055
Grand Total	**61,193,329**	**150,498,675**	**135,356,872**	**76,948,260**

Enterprise Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salary & Benefits	45,871,302	50,659,577	46,778,563	52,977,455
Retiree Health Insurance	2,260,105	2,515,000	2,312,312	2,831,847
Operating Expenses	141,999,052	165,914,805	151,093,993	229,285,077
Equipment	662,411	2,205,400	1,276,665	1,726,800
Debt Service	17,370,265	17,421,000	17,421,000	17,428,000
Contingency	0	150,000	0	150,000
Transfers Out for Capital Improvements	14,750,343	41,449,000	10,561,819	57,507,400
Grand Total	**222,913,479**	**280,314,782**	**229,444,353**	**361,906,579**

Internal Service Funds(2)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salary & Benefits	7,303,305	8,959,361	8,430,010	10,593,028
Retiree Health Insurance	215,373	288,200	205,126	252,584
Operating Expenses	47,962,286	44,147,070	43,542,652	45,931,544
Equipment	202,262	190,000	235,372	268,910
Debt Service	4,887	0	0	0
Contingency	0	0	0	25,000
Transfers Out for Capital Improvements	0	1,168,334	1,681,668	1,134,500
Grand Total	**55,688,112**	**54,752,965**	**54,094,828**	**58,205,566**

(1) In the All Funds Summary, the totals for the Internal Service Funds expense have already been included in the operating expenses for GF, Special Revenues, and Enterprise Funds as they are charged out during course of the year for internal services provided to other departments/funds.

(2) The Internal Service Funds Summary is shown for informational purposes, the total amount is in the operating expenses for each fund. The All Funds Summary is the total of the General Fund, Special Revenue Funds, and Enterprise Funds.

For FY2026-27, the proposed budget returns the Fire and Police Department budgets to the General Fund. This results in less expenditures in the Special Revenue Funds than the prior year.

Schedule 2: Expenditures by Department ($)

All Funds (1) (2)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
City Manager	1,799,147	1,800,706	1,960,834	1,294,699
Community Development	9,577,324	8,534,942	8,090,016	9,159,708
Debt Service	1,605,849	1,604,769	1,604,666	1,607,300
Emergency Preparedness	108,642	0	8,630	0
Finance & Administration	1,052,933	686,560	597,130	764,518
Fire	37,950,077	49,509,826	49,981,410	41,496,753
Health & Animal Services	3,824,116	3,260,203	3,121,085	4,592,540
Mayor & City Council	781,346	959,656	923,419	1,096,903
Municipal Court	1,276,060	1,491,095	1,493,402	1,454,121
Municipal Services	97,912,942	128,167,625	96,213,194	122,515,459
Non-Departmental	156,135	62,565,613	65,696,660	1,362,509
Parks & Recreation	10,656,638	13,176,863	12,328,695	14,905,989
Police	53,380,166	53,466,159	54,999,522	57,522,552
Power & Light	147,967,791	191,151,763	154,697,354	273,467,825
Grand Total	**368,049,165**	**516,375,780**	**451,716,015**	**531,240,876**

General Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
City Manager	1,799,147	1,800,706	1,960,834	1,294,699
Community Development	6,756,356	7,395,908	7,031,372	7,957,810
Debt Service	1,605,849	1,604,769	1,604,666	1,607,300
Finance & Administration	1,000,346	581,128	453,130	658,346
Fire	26,466,171	0	0	28,014,620
Health & Animal Services	100,000	0	0	368,788
Mayor & City Council	778,946	959,656	923,419	1,096,903
Municipal Court	1,276,060	1,491,095	1,493,402	1,454,121
Municipal Services	4,849,060	6,001,594	5,971,266	6,492,219
Non-Departmental	156,135	62,565,613	65,696,660	1,362,509
Parks & Recreation	1,419,346	1,851,783	1,547,538	1,859,696
Police	37,734,942	1,310,071	232,504	40,219,026
Grand Total	**83,942,357**	**85,562,322**	**86,914,790**	**92,386,036**

Special Revenue Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Community Development	2,820,967	1,139,034	1,058,644	1,201,898
Emergency Preparedness	108,642	0	8,630	0
Finance & Administration	52,588	105,432	144,000	106,172
Fire	11,483,906	49,509,826	49,981,410	13,482,133
Health & Animal Services	3,724,116	3,260,203	3,121,085	4,223,752
Mayor & City Council	2,400	0	0	0
Municipal Services	18,118,194	33,003,012	15,494,929	27,584,486
Parks & Recreation	9,237,292	11,325,080	10,781,157	13,046,293
Police	15,645,224	52,156,088	54,767,018	17,303,526
Grand Total	**61,193,329**	**150,498,675**	**135,356,872**	**76,948,260**

Enterprise Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)	147,967,791	191,151,763	154,697,354	273,467,825
Sanitary Sewer (030)	38,979,979	45,006,483	37,646,022	43,828,763
Water (040)	35,965,709	44,156,536	37,100,977	44,609,992
Grand Total	**222,913,479**	**280,314,782**	**229,444,353**	**361,906,579**

(1) Finance and Administration was moved to an Internal Service Fund in FY 2022-23, therefore most expenses are spread in the operating expenditures of all other departments.

(2) The Water Department was combined with Municipal Services in FY 23-24; Funds remain separate.

Schedule 3: Expenditures by Fund and Fund Type ($)

All Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Governmental	145,135,686	236,060,997	222,271,662	169,334,296
Enterprise	222,913,479	280,314,782	229,444,353	361,906,579
Grand Total	**368,049,165**	**516,375,780**	**451,716,015**	**531,240,876**

Governmental Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Shelter Use Tax (010)	908,285	1,139,559	1,022,752	1,140,711
Com. Dev Block Grant (008)	1,382,308	741,682	884,272	801,475
Fire Protection Sales Tax (017)	11,483,906	49,529,826	49,956,410	13,362,133
General (002)	83,942,357	85,562,322	86,914,790	92,386,036
Grants (015)	4,704,455	1,665,927	4,129,170	2,077,241
Health & Animal Levy (005)	1,700,740	1,669,603	1,353,899	1,783,715
HOME (009)	802,046	397,351	86,039	400,423
Marijuana Sales Tax Fund (065)	900,139	454,698	648,700	1,089,354
Parks Health & Recreation Levy (007)	1,937,642	1,990,562	2,004,514	2,079,102
Parks Improvement Sales Tax (012)	5,432,728	7,141,712	6,631,843	8,174,200
Police Public Safety Sales Tax (016)	3,608,307	2,907,818	2,623,721	4,969,044
Police Use Tax (018)	6,306,934	5,707,154	5,522,483	5,545,936
Prop PD Sales Tax (067)	2,036,113	41,983,692	42,874,727	5,175,177
Stormwater Sales Tax (013)	4,999,095	10,248,933	5,934,567	6,732,596
Street Improvements Sales Tax (011)	13,119,099	22,754,079	9,560,362	20,851,890
Tourism (004)	1,871,532	2,166,078	2,123,413	2,765,263
Grand Total	**145,135,686**	**236,060,997**	**222,271,662**	**169,334,296**

Enterprise Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)	147,967,791	191,151,763	154,697,354	273,467,825
Sanitary Sewer (030)	38,979,979	45,006,483	37,646,022	43,828,763
Water (040)	35,965,709	44,156,536	37,100,977	44,609,992
Grand Total	**222,913,479**	**280,314,782**	**229,444,353**	**361,906,579**

Capital Projects

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Bldgs and Other Improv Fund (057)	2,251,021	280,000	7,665,669	280,000
Fire Improvements Fund (053)	3,866,750	10,000,000	10,000,000	0
Park Improvements Fund (059)	335,224	800,000	826,706	1,910,000
Police Improvements Fund (052)	154,675	0	550,000	0
Storm Drainage Improv Fund (058)	2,504,574	5,990,000	10,258,978	2,380,000
Street Improvements Fund (051)	5,979,062	19,497,011	14,824,112	17,410,055
Grand Total	**15,091,307**	**36,567,011**	**44,125,465**	**21,980,055**

Schedule 4: Revenue by Fund and Fund Type ($)

All Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Enterprise	250,182,837	232,009,300	241,196,266	332,896,330
Governmental	150,847,698	207,958,955	213,962,622	154,827,525
Grand Total	**401,030,535**	**439,968,255**	**455,158,888**	**487,723,855**

Governmental Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Shelter Use Tax (010)	921,293	939,000	934,600	1,031,000
Com. Dev Block Grant (008)	1,385,439	741,682	754,624	861,925
Fire Protection Sales Tax (017)	12,686,108	38,606,861	38,735,146	12,706,000
General (002)	84,457,127	84,882,323	87,163,942	92,386,036
Grants (015)	4,862,814	1,665,927	4,130,070	2,077,241
Health & Animal Levy (005)	1,773,844	1,604,200	1,613,535	1,645,295
HOME (009)	802,046	400,000	592,504	478,578
Marijuana Sales Tax Fund (065)	946,496	980,000	981,400	830,000
Parks Health & Recreation Levy (007)	2,077,150	2,027,500	2,012,000	2,021,000
Parks Improvement Sales Tax (012)	6,262,495	6,008,600	6,178,663	6,147,100
Police Public Safety Sales Tax (016)	3,359,003	3,257,600	3,284,836	3,292,600
Police Use Tax (018)	4,869,023	4,921,000	4,921,000	5,014,000
Prop PD Sales Tax (067)	3,195,772	42,036,362	42,205,835	6,196,600
Stormwater Sales Tax (013)	6,229,896	5,874,900	6,018,373	5,934,900
Street Improvements Sales Tax (011)	14,498,882	11,665,000	12,020,945	11,854,000
Tourism (004)	2,520,310	2,348,000	2,415,150	2,351,250
Grand Total	**150,847,698**	**207,958,955**	**213,962,622**	**154,827,525**

Enterprise Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)	173,565,531	162,035,700	168,787,970	256,730,730
Sanitary Sewer (030)	37,053,989	36,487,900	37,856,224	42,222,900
Water (040)	39,563,317	33,485,700	34,552,072	33,942,700
Grand Total	**250,182,837**	**232,009,300**	**241,196,266**	**332,896,330**

Schedule 5: All Funds by Revenue Category Group ($)

All Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Taxes	81,524,107	85,731,000	85,972,035	86,637,000
Franchise Fees	7,887,333	8,825,000	7,620,000	8,825,000
PILOTS	22,658,996	23,150,000	22,700,000	26,804,612
Licenses and Permits	5,543,479	4,589,300	6,389,358	6,743,900
Intergovernmental	14,857,054	9,711,586	12,473,208	10,712,714
Miscellaneous	932,217	265,000	292,387	265,700
American Rescue Plan (ARP)	3,706,212	0	0	0
Charges for Services	4,619,428	4,426,721	5,059,262	4,983,765
Fines and Forfeitures	2,348,660	1,906,000	2,300,000	1,906,000
Utility Service Charges	229,533,060	219,274,000	226,620,758	318,813,350
Investment Income	10,693,193	3,765,600	8,181,612	4,663,050
Interfund Charges	9,229,250	9,410,575	7,776,875	10,543,557
Other Revenue	7,487,546	6,931,250	7,791,171	6,740,207
Transfers In	10,000	61,982,223	61,982,223	85,000
Grand Total	**401,030,535**	**439,968,255**	**455,158,888**	**487,723,855**

General Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Taxes	29,540,692	30,097,000	30,338,650	30,716,000
Franchise Fees	7,887,333	8,825,000	7,620,000	8,825,000
PILOTS	22,658,996	23,150,000	22,700,000	26,804,612
Licenses and Permits	5,543,479	4,589,300	6,389,358	6,743,900
Intergovernmental	7,857,059	7,055,000	7,604,000	7,745,000
American Rescue Plan (ARP)	1,035,143	0	0	0
Charges for Services	2,867,732	3,232,148	3,614,704	3,602,647
Fines and Forfeitures	2,348,660	1,906,000	2,300,000	1,906,000
Investment Income	531,117	281,000	391,000	280,000
Interfund Charges	3,403,231	5,573,875	5,573,875	5,609,877
Other Revenue	783,684	173,000	632,355	153,000
Transfers In	0	0	0	0
Grand Total	**84,457,127**	**84,882,323**	**87,163,942**	**92,386,036**

Special Revenue Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Taxes	51,983,414	55,634,000	55,633,385	55,921,000
Intergovernmental	6,814,666	2,656,586	4,869,208	2,967,714
American Rescue Plan (ARP)	2,671,068	0	0	0
Charges for Services	1,751,696	1,194,573	1,444,558	1,381,118
Investment Income	2,590,474	1,484,600	2,171,250	1,633,050
Other Revenue	579,251	134,650	708,057	463,607
Transfers In	0	61,972,223	61,972,223	75,000
Grand Total	**66,390,571**	**123,076,632**	**126,798,680**	**62,441,489**

Enterprise Funds

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Intergovernmental	185,328	0	0	0
Miscellaneous	932,217	265,000	292,387	265,700
Utility Service Charges	229,533,060	219,274,000	226,620,758	318,813,350
Investment Income	7,571,601	2,000,000	5,619,362	2,750,000
Interfund Charges	5,826,019	3,836,700	2,203,000	4,933,680
Other Revenue	6,124,611	6,623,600	6,450,759	6,123,600
Transfers In	10,000	10,000	10,000	10,000
Grand Total	**250,182,837**	**232,009,300**	**241,196,266**	**332,896,330**

Schedule 6 Governmental Funds: General Fund Summary ($)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue	**84,457,127**	**84,882,323**	**87,163,942**	**92,386,036**
Taxes	29,540,692	30,097,000	30,338,650	30,716,000
Property	6,103,316	6,040,000	6,288,650	6,373,000
Use Tax	1,857,080	2,022,000	2,350,000	2,308,000
Sales Tax	21,285,172	21,715,000	21,400,000	21,715,000
Cigarette	295,125	320,000	300,000	320,000
Utility Franchise Fees	7,887,333	8,825,000	7,620,000	8,825,000
Water	43,529	45,000	50,000	45,000
Gas	5,070,087	6,500,000	5,100,000	6,500,000
Telephone	1,302,885	1,070,000	1,200,000	1,070,000
Electricity	711,041	610,000	670,000	610,000
Cable	759,790	600,000	600,000	600,000
PILOTS	22,658,996	23,150,000	22,700,000	26,804,612
Power & Light	15,888,390	16,000,000	16,000,000	19,654,612
Water Service	3,192,643	3,400,000	3,100,000	3,400,000
Sanitary Sewer	3,577,963	3,750,000	3,600,000	3,750,000
All Other	24,370,106	22,810,323	26,505,292	26,040,424
Licenses & Permits	5,543,479	4,589,300	6,389,358	6,743,900
Intergovernmental	7,857,059	7,055,000	7,604,000	7,745,000
Charges for Services	2,867,732	3,232,148	3,614,704	3,602,647
Fines & Court Costs	2,348,660	1,906,000	2,300,000	1,906,000
Interfund Chrgs Supp Services	3,403,231	5,573,875	5,573,875	5,609,877
Investment Income	531,117	281,000	391,000	280,000
Other	783,684	173,000	632,355	153,000
Transfers In	0	0	0	0
American Rescue Plan (ARP)	1,035,143	0	0	0
Grand Total	**84,457,127**	**84,882,323**	**87,163,942**	**92,386,036**

Expenditures and fund balance tables are on the next page.

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure	**83,942,357**	**147,534,545**	**148,887,013**	**92,386,036**
Salary & Benefits	62,854,642	10,592,098	10,011,373	63,250,373
Retiree Health Insurance	4,250,231	683,500	642,831	5,601,445
Operating Expenses	14,893,618	10,173,991	8,997,124	20,785,377
Equipment	148,641	68,071	56,035	84,371
Debt Service	1,785,058	1,792,440	1,792,336	1,819,470
Contingency	0	0	0	490,000
Transfers Out for Capital Improvements	10,167	62,252,223	65,415,090	355,000
Transfers Out to Police (067)	0	36,030,362	36,030,362	0
Transfers Out to Fire (017)	0	25,941,861	25,941,861	0
Grand Total	**83,942,357**	**147,534,545**	**148,887,013**	**92,386,036**

Net Revenues/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	448,803	(62,652,222)	(61,723,071)	(0)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)		
Beginning Unassigned Fund Balance	15,064,233	15,500,714
Cancellation of Prior Year Encumbrances	200,007	0
Change in Other Fund Balance Components	(12,678)	0
Revenue	87,163,942	92,386,036
Expenditure	(148,887,013)	(92,386,036)
Grand Total	**(46,471,509)**	**15,500,714**

Schedule 7 Governmental Funds:Tourism (004)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
American Rescue Plan (ARP)	0	0	0	0
Transient Guest Tax	2,349,663	2,260,000	2,260,000	2,260,000
Charges for Services	43,088	34,000	40,900	40,200
Investment Income	83,937	50,000	75,000	25,050
Other Revenue	43,621	4,000	39,250	26,000
Grand Total	**2,520,310**	**2,348,000**	**2,415,150**	**2,351,250**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	369,751	383,353	389,692	414,568
Retiree Health Insurance	14,268	16,500	15,486	19,150
Operating Expenses	1,028,500	1,756,225	1,708,235	1,781,545
Equipment	19,744	10,000	10,000	0
Debt Service	630	0	0	0
Transfers Out for Capital Improvements	438,639	0	0	550,000
Grand Total	**1,871,532**	**2,166,078**	**2,123,413**	**2,765,263**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Tourism (004)	648,778	181,922	291,737	(414,013)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Tourism (004)		
Beginning Unassigned Fund Balance	1,673,869	2,019,854
Cancellation of Prior Year Encumbrances	54,248	0
Revenue	2,415,150	2,351,250
Expenditure	(2,123,413)	(2,765,263)
Grand Total	**2,019,854**	**1,605,841**

Schedule 7 Governmental Funds:Health & Animal Levy (005)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
American Rescue Plan (ARP)	0	0	0	0
Real Estate Tax	912,565	905,000	905,000	905,000
Sales Tax	0	0	0	0
Charges for Services	822,551	671,450	679,985	710,495
Investment Income	19,004	15,100	9,250	10,500
Federal & State Grants	0	0	0	0
Other Revenue	19,725	12,650	19,300	19,300
Transfers In	0	0	0	0
Grand Total	**1,773,844**	**1,604,200**	**1,613,535**	**1,645,295**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	1,003,004	806,877	568,800	894,792
Retiree Health Insurance	55,788	44,000	58,771	72,000
Operating Expenses	631,926	718,267	638,253	716,464
Equipment	9,175	98,460	88,075	98,460
Debt Service	847	0	0	0
Contingency	0	2,000	0	2,000
Grand Total	**1,700,740**	**1,669,603**	**1,353,899**	**1,783,715**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Health & Animal Levy (005)	73,104	(65,403)	259,636	(138,420)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Health & Animal Levy (005)		
Beginning Unassigned Fund Balance	135,884	395,520
Revenue	1,613,535	1,645,295
Expenditure	(1,353,899)	(1,783,715)
Grand Total	**395,520**	**257,100**

Schedule 7 Governmental Funds:Parks Health & Recreation Levy (007) Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Real Estate Tax	1,939,200	1,920,000	1,900,000	1,920,000
Sales Tax	0	0	0	0
Intergovernmental	0	0	0	0
Charges for Services	94,367	84,000	82,000	84,500
Investment Income	43,190	23,500	30,000	16,500
Other Revenue	394	0	0	0
Transfers In	0	0	0	0
Grand Total	**2,077,150**	**2,027,500**	**2,012,000**	**2,021,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	931,579	1,014,619	1,008,285	1,051,370
Retiree Health Insurance	113,202	115,000	115,000	129,816
Operating Expenses	855,699	860,943	881,229	835,416
Equipment	36,532	0	0	62,500
Debt Service	630	0	0	0
Transfers Out for Capital Improvements	0	0	0	0
Grand Total	**1,937,642**	**1,990,562**	**2,004,514**	**2,079,102**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Parks Health & Recreation Levy (007)	139,508	36,938	7,486	(58,102)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Parks Health & Recreation Levy (007)		
Beginning Unassigned Fund Balance	707,884	716,708
Cancellation of Prior Year Encumbrances	1,338	0
Revenue	2,012,000	2,021,000
Expenditure	(2,004,514)	(2,079,102)

	FY 2025-26 Estimated	FY 2026-27 Proposed
Grand Total	**716,708**	**658,606**

Schedule 7 Governmental Funds:Com. Dev Block Grant (008)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Federal Grant	1,385,439	741,682	754,624	861,925
Other Revenue	0	0	0	0
Grand Total	**1,385,439**	**741,682**	**754,624**	**861,925**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	151,867	133,969	149,900	132,444
Operating Expenses	503,317	607,713	734,372	669,031
Equipment	0	0	0	0
Debt Service	235	0	0	0
Transfers Out for Capital Improvements	726,888	0	0	0
Grand Total	**1,382,308**	**741,682**	**884,272**	**801,475**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Com. Dev Block Grant (008)	3,132	(0)	(129,648)	60,450

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Com. Dev Block Grant (008)		
Beginning Unassigned Fund Balance	(196,368)	(326,016)
Revenue	754,624	861,925
Expenditure	(884,272)	(801,475)
Grand Total	**(326,016)**	**(265,566)**

Schedule 7 Governmental Funds:HOME (009)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Federal Grant	802,046	400,000	592,504	478,578
Other Revenue	0	0	0	0
Grand Total	**802,046**	**400,000**	**592,504**	**478,578**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	33,367	34,869	33,700	36,643
Operating Expenses	583,586	22,482	52,339	23,780
Equipment	185,092	340,000	0	340,000
Grand Total	**802,046**	**397,351**	**86,039**	**400,423**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
HOME (009)	0	2,649	506,465	78,155

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
HOME (009)		
Beginning Unassigned Fund Balance	(2,397,468)	(1,822,385)
Change in Other Fund Balance Components	68,618	0
Revenue	592,504	478,578
Expenditure	(86,039)	(400,423)
Grand Total	**(1,822,385)**	**(1,744,230)**

Schedule 7 Governmental Funds:Animal Shelter Use Tax (010)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Use Tax	893,000	911,000	911,000	928,000
Sales Tax	0	0	0	0
Investment Income	27,234	28,000	23,600	28,000
Other Revenue	1,059	0	0	0
Transfers In	0	0	0	75,000
Grand Total	**921,293**	**939,000**	**934,600**	**1,031,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	686,280	1,139,559	987,502	1,042,911
Retiree Health Insurance	0	0	0	0
Operating Expenses	222,004	0	35,250	97,800
Equipment	0	0	0	0
Grand Total	**908,285**	**1,139,559**	**1,022,752**	**1,140,711**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Shelter Use Tax (010)	13,009	(200,559)	(88,152)	(109,711)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Shelter Use Tax (010)		
Beginning Unassigned Fund Balance	511,417	423,683
Cancellation of Prior Year Encumbrances	418	0
Revenue	934,600	1,031,000
Expenditure	(1,022,752)	(1,140,711)
Grand Total	**423,683**	**313,972**

Schedule 7 Governmental Funds:Street Improvements Sales Tax (011) Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
American Rescue Plan (ARP)	2,671,068	0	0	0
Use Tax	928,539	1,013,000	1,120,945	1,154,000
Sales Tax	10,010,627	10,252,000	10,100,000	10,100,000
Intergovernmental	9,842	0	0	0
Charges for Services	0	0	0	0
Investment Income	878,751	400,000	800,000	600,000
Other Revenue	54	0	0	0
Transfers In	0	0	0	0
Grand Total	**14,498,882**	**11,665,000**	**12,020,945**	**11,854,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	426,180	598,448	466,863	638,118
Retiree Health Insurance	3,036	4,000	3,187	3,941
Operating Expenses	682,537	785,120	752,038	995,176
Equipment	84,724	72,000	52,357	7,000
Debt Service	1,844,973	1,797,500	1,797,500	1,797,600
Transfers Out for Capital Improvements	10,077,649	19,497,011	6,488,417	17,410,055
Grand Total	**13,119,099**	**22,754,079**	**9,560,362**	**20,851,890**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Street Improvements Sales Tax (011)	1,379,783	(11,089,079)	2,460,583	(8,997,890)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Street Improvements Sales Tax (011)		
Beginning Unassigned Fund Balance	24,419,564	27,224,797
Change in Prior Year Encumbrances	7,650	0

	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue	12,020,945	11,854,000
Expenditure	(9,560,362)	(20,851,890)
Grand Total	**26,887,797**	**18,226,907**

Schedule 7 Governmental Funds:Parks Improvement Sales Tax (012)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
American Rescue Plan (ARP)	0	0	0	0
Use Tax	464,325	506,000	560,473	577,000
Sales Tax	5,005,851	5,111,000	5,111,000	5,111,000
Intergovernmental	49,517	33,000	33,000	22,000
Charges for Services	516,948	296,100	290,090	317,300
Investment Income	161,061	41,000	155,000	86,000
Other Revenue	64,793	21,500	29,100	33,800
Transfers In	0	0	0	0
Grand Total	**6,262,495**	**6,008,600**	**6,178,663**	**6,147,100**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	3,184,152	3,938,253	3,675,823	4,174,056
Retiree Health Insurance	0	0	0	0
Operating Expenses	1,951,537	1,868,269	1,726,695	2,104,144
Equipment	48,983	535,190	402,620	536,000
Debt Service	2,832	0	0	0
Transfers Out for Capital Improvements	245,224	800,000	826,706	1,360,000
Grand Total	**5,432,728**	**7,141,712**	**6,631,843**	**8,174,200**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Parks Improvement Sales Tax (012)	829,767	(1,133,112)	(453,180)	(2,027,100)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Parks Improvement Sales Tax (012)		
Beginning Unassigned Fund Balance	5,320,425	4,877,061
Cancellation of Prior Year Encumbrances	9,816	0

	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue	6,178,663	6,147,100
Expenditure	(6,631,843)	(8,174,200)
Grand Total	**4,877,061**	**2,849,961**

Schedule 7 Governmental Funds:Stormwater Sales Tax (013)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Use Tax	464,325	506,000	560,473	577,000
Sales Tax	5,005,848	5,111,000	5,050,000	5,050,000
Intergovernmental	232,119	0	0	0
Charges for Services	0	0	0	0
Investment Income	513,583	250,000	400,000	300,000
Other Revenue	14,021	7,900	7,900	7,900
Transfers In	0	0	0	0
Grand Total	**6,229,896**	**5,874,900**	**6,018,373**	**5,934,900**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	1,914,457	2,044,270	1,866,147	2,169,450
Retiree Health Insurance	0	0	0	0
Operating Expenses	1,755,821	2,110,664	2,130,758	2,144,146
Equipment	38,311	98,300	96,868	33,300
Debt Service	173	0	0	0
Contingency	0	5,700	0	5,700
Transfers Out for Capital Improvements	1,290,332	5,990,000	1,840,795	2,380,000
Grand Total	**4,999,095**	**10,248,933**	**5,934,567**	**6,732,596**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Stormwater Sales Tax (013)	1,230,801	(4,374,033)	83,806	(797,696)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Stormwater Sales Tax (013)		
Beginning Unassigned Fund Balance	14,836,824	14,921,059
Cancellation of Prior Year Encumbrances	429	0
Revenue	6,018,373	5,934,900
Expenditure	(5,934,567)	(6,732,596)

	FY 2025-26 Estimated	FY 2026-27 Proposed
Grand Total	**14,921,059**	**14,123,363**

Schedule 7 Governmental Funds:Grants (015)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Intergovernmental	4,095,510	1,424,504	3,187,346	1,324,356
Charges for Services	274,742	109,023	236,583	109,023
Federal & State Grants	240,193	57,400	301,735	280,855
Other Revenue	252,369	75,000	404,407	363,007
Transfers In	0	0	0	0
Grand Total	**4,862,814**	**1,665,927**	**4,130,070**	**2,077,241**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	3,703,973	1,494,184	3,259,121	1,874,845
Retiree Health Insurance	0	0	0	0
Operating Expenses	943,686	171,743	297,924	202,396
Equipment	56,796	0	572,125	0
Debt Service	0	0	0	0
Grand Total	**4,704,455**	**1,665,927**	**4,129,170**	**2,077,241**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Grants (015)	158,359	(0)	900	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Grants (015)		
Beginning Unassigned Fund Balance	(132,031)	(131,041)
Cancellation of Prior Year Encumbrances	90	0
Revenue	4,130,070	2,077,241
Expenditure	(4,129,170)	(2,077,241)
Grand Total	**(131,041)**	**(131,041)**

Schedule 7 Governmental Funds:Police Public Safety Sales Tax (016) Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Use Tax	232,162	253,000	280,236	288,000
Sales Tax	2,887,067	2,904,000	2,904,000	2,904,000
Investment Income	113,704	93,000	93,000	93,000
Other Revenue	126,070	7,600	7,600	7,600
Grand Total	**3,359,003**	**3,257,600**	**3,284,836**	**3,292,600**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Operating Expenses	1,405,404	1,655,466	1,436,531	1,701,781
Equipment	1,717,358	1,229,752	1,164,670	3,267,263
Debt Service	22,520	22,600	22,520	0
Transfers Out for Capital Improvements	463,024	0	0	0
Grand Total	**3,608,307**	**2,907,818**	**2,623,721**	**4,969,044**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Public Safety Sales Tax (016)	(249,304)	349,782	661,115	(1,676,444)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Public Safety Sales Tax (016)		
Beginning Unassigned Fund Balance	3,037,426	2,668,021
Cancellation of Prior Year Encumbrances	6,523	0
Pending Capital Projects Transfers to Capital Project Fund - Open Encumbrances	(1,037,043)	0
Revenue	3,284,836	3,292,600
Expenditure	(2,623,721)	(4,969,044)

	FY 2025-26 Estimated	FY 2026-27 Proposed
Grand Total	**2,668,021**	**991,576**

Schedule 7 Governmental Funds:Fire Protection Sales Tax (017)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Use Tax	928,539	1,013,000	946,785	1,154,000
Sales Tax	11,162,324	11,211,000	11,211,000	11,211,000
Investment Income	540,592	435,000	435,000	335,000
Other Revenue	54,653	6,000	200,500	6,000
Transfers In	0	25,941,861	25,941,861	0
Grand Total	**12,686,108**	**38,606,861**	**38,735,146**	**12,706,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	5,450,735	28,017,850	27,830,086	6,344,813
Retiree Health Insurance	0	1,818,000	1,768,024	0
Operating Expenses	1,965,714	5,889,470	5,532,303	3,268,619
Equipment	260,430	973,006	1,850,000	770,000
Debt Service	1,839	2,831,500	2,975,996	2,978,700
Transfers Out for Capital Improvements	3,805,188	10,000,000	10,000,000	0
Grand Total	**11,483,906**	**49,529,826**	**49,956,410**	**13,362,133**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Protection Sales Tax (017)	1,202,202	(10,922,965)	(11,221,264)	(656,133)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Protection Sales Tax (017)		
Beginning Unassigned Fund Balance	16,645,670	5,511,484
Cancellation of Prior Year Encumbrances	87,078	0
Revenue	38,735,146	12,706,000
Expenditure	(49,956,410)	(13,362,133)
Grand Total	**5,511,484**	**4,855,351**

Schedule 7 Governmental Funds:Police Use Tax (018)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Use Tax	4,683,000	4,782,000	4,782,000	4,875,000
Sales Tax	0	0	0	0
Investment Income	183,530	139,000	139,000	139,000
Other Revenue	2,493	0	0	0
Grand Total	**4,869,023**	**4,921,000**	**4,921,000**	**5,014,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	3,982,598	4,452,914	4,322,143	4,984,326
Retiree Health Insurance	0	0	0	0
Operating Expenses	1,424,676	720,820	666,920	497,190
Equipment	824,098	533,420	533,420	64,420
Transfers Out for Capital Improvements	75,562	0	0	0
Grand Total	**6,306,934**	**5,707,154**	**5,522,483**	**5,545,936**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Use Tax (018)	(1,437,911)	(786,154)	(601,483)	(531,936)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Use Tax (018)		
Beginning Unassigned Fund Balance	3,597,151	1,201,557
Cancellation of Prior Year Encumbrances	3,512	0
Pending Capital Projects Transfers to Capital Project Fund - Open Encumbrances	(1,797,623)	0
Revenue	4,921,000	5,014,000
Expenditure	(5,522,483)	(5,545,936)
Grand Total	**1,201,557**	**669,621**

Schedule 7 Governmental Funds:Marijuana Sales Tax Fund (065)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Sales Tax	928,121	970,000	970,000	830,000
Investment Income	18,376	10,000	11,400	0
Other Revenue	0	0	0	0
Grand Total	**946,496**	**980,000**	**981,400**	**830,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	24,598	43,600	0
Retiree Health Insurance	0	0	0	0
Operating Expenses	139	100,000	275,000	702,000
Equipment	0	0	0	58,729
Debt Service	0	330,100	330,100	328,625
Transfers Out for Capital Improvements	900,000	0	0	0
Grand Total	**900,139**	**454,698**	**648,700**	**1,089,354**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Marijuana Sales Tax Fund (065)	46,357	525,302	332,700	(259,354)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Marijuana Sales Tax Fund (065)		
Beginning Unassigned Fund Balance	326,120	658,820
Revenue	981,400	830,000
Expenditure	(648,700)	(1,089,354)
Grand Total	**658,820**	**399,466**

Schedule 7 Governmental Funds:Prop PD Sales Tax (067)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Use Tax	569,046	506,000	560,473	577,000
Sales Tax	2,619,213	5,500,000	5,500,000	5,500,000
Charges for Services	0	0	115,000	119,600
Investment Income	7,514	0	0	0
Other Revenue	0	0	0	0
Transfers In	0	36,030,362	36,030,362	0
Grand Total	**3,195,772**	**42,036,362**	**42,205,835**	**6,196,600**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	2,036,049	32,866,456	33,345,211	5,175,177
Retiree Health Insurance	0	2,300,000	2,179,528	0
Operating Expenses	65	6,817,236	7,349,988	0
Equipment	0	0	0	0
Debt Service	0	0	0	0
Grand Total	**2,036,113**	**41,983,692**	**42,874,727**	**5,175,177**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Prop PD Sales Tax (067)	1,159,659	52,670	(668,892)	1,021,423

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Prop PD Sales Tax (067)		
Beginning Unassigned Fund Balance	1,160,075	491,183
Revenue	42,205,835	6,196,600
Expenditure	(42,874,727)	(5,175,177)
Grand Total	**491,183**	**1,512,606**

Schedule 8 Enterprise Funds: Power & Light (020)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	159,173,737	149,540,000	155,644,000	243,512,000
Investment Income	3,601,518	500,000	2,702,000	500,000
Other	5,959,660	6,500,000	6,308,470	6,000,000
Connection/Disconnection Charges	7,251	13,000	8,000	6,350
Penalties	1,308,561	1,000,000	1,302,000	1,100,000
Temporary Service	1,400	1,000	1,000	1,000
Rental Income	317,845	295,000	322,500	312,000
Interfund Service Charges	2,199,919	3,836,700	2,203,000	4,933,680
Miscellaneous	995,641	350,000	297,000	365,700
Transfers In	0	0	0	0
Grand Total	**173,565,531**	**162,035,700**	**168,787,970**	**256,730,730**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	29,676,170	34,620,298	32,277,454	35,796,975
Retiree Health Insurance	1,508,270	1,650,000	1,556,627	1,906,454
Operating Expenses	102,551,009	120,311,365	107,253,275	184,364,696
Equipment	225,886	1,437,100	513,000	1,188,300
Debt Service	8,631,812	8,634,000	8,634,000	8,634,000
Contingency	0	100,000	0	100,000
Transfers Out for Capital Improvements	5,374,643	24,399,000	4,462,997	41,477,400
Grand Total	**147,967,791**	**191,151,763**	**154,697,354**	**273,467,825**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)	25,597,740	(29,116,063)	14,090,616	(16,737,095)

Total Non-Restricted Resources Available

	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)		
Beginning Available Resources	92,516,698	106,607,314

	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue	168,787,970	256,730,730
Expenditure	(154,697,354)	(273,467,825)
Grand Total	**106,607,314**	**89,870,219**

Schedule 8 Enterprise Funds: Power & Light Capital (021)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Transfers In	5,374,643	24,399,000	24,399,000	41,477,400

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Equipment	1,182,760	24,399,000	1,390,000	41,477,400

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light Capital (021)	4,191,883	0	15,697,803	15,697,803

Ending Available Resources

	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light Capital (021)		
Beginning Unassigned Fund Balance	(7,311,197)	15,697,803
Revenue	24,399,000	41,477,400
Expenditure	(1,390,000)	(41,477,400)
Grand Total	**15,697,803**	**15,697,803**

Schedule 8 Enterprise Funds: Sanitary Sewer (030)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	34,875,626	35,770,000	36,435,857	41,255,000
Investment Income	1,765,214	500,000	1,200,000	750,000
Other	53,549	7,900	7,900	7,900
Penalties	283,700	200,000	202,467	200,000
Returned Check Charges	0	0	0	0
Interfund Service Charges	0	0	0	0
Miscellaneous	65,900	0	0	0
Transfers In	10,000	10,000	10,000	10,000
Grand Total	**37,053,989**	**36,487,900**	**37,856,224**	**42,222,900**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	6,479,731	7,472,390	6,284,302	7,794,123
Retiree Health Insurance	389,435	460,000	425,448	521,032
Operating Expenses	20,543,150	22,298,293	21,517,981	22,958,308
Equipment	184,716	530,800	515,257	215,300
Debt Service	6,221,198	6,245,000	6,245,000	6,250,000
Contingency	0	0	0	0
Transfers Out for Capital Improvements	5,161,748	8,000,000	2,658,035	6,090,000
Grand Total	**38,979,979**	**45,006,483**	**37,646,022**	**43,828,763**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Sanitary Sewer (030)	(1,925,991)	(8,518,583)	210,202	(1,605,863)

Total Non-Restricted Resources Available

	FY 2025-26 Estimated	FY 2026-27 Proposed
Sanitary Sewer (030)		
Beginning Unassigned Fund Balance	37,294,884	37,505,086
Cancellation of Prior Year Encumbrances	0	0

	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue	37,856,224	42,222,900
Expenditure	(37,646,022)	(43,828,763)
Grand Total	**37,505,086**	**35,899,223**

Schedule 8 Enterprise Funds: Power & Light Capital (021)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Transfers In	5,161,665	8,000,000	8,000,000	6,090,000

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Equipment	3,654,638	8,000,000	5,889,217	6,090,000

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Sanitary Sewer Capital (031)	1,507,027	0	(501,029)	(501,029)

Ending Available Resources

	FY 2025-26 Estimated	FY 2026-27 Proposed
Sanitary Sewer Capital (031)		
Beginning Unassigned Fund Balance	(2,770,760)	(501,029)
Cancellation of Prior Year Encumbrances	158,948	0
Revenue	8,000,000	6,090,000
Expenditure	(5,889,217)	(6,090,000)
Grand Total	**(501,029)**	**(501,029)**

Schedule 8 Enterprise Funds: Water (040)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	33,194,680	32,127,000	32,361,284	32,152,000
Investment Income	2,204,226	1,000,000	1,717,362	1,500,000
Other	81,547	15,700	114,389	15,700
Connection/Disconnection Charges	27,526	17,000	31,833	0
Penalties	173,935	200,000	173,224	175,000
Returned Check Charges	29,955	26,000	28,785	0
Rental Income	138,844	85,000	109,808	100,000
Interfund Service Charges	3,626,100	0	0	0
Miscellaneous	86,504	15,000	15,387	0
Transfers In	0	0	0	0
Grand Total	**39,563,317**	**33,485,700**	**34,552,072**	**33,942,700**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	9,715,401	8,566,889	8,216,807	9,386,357
Retiree Health Insurance	362,400	405,000	330,237	404,361
Operating Expenses	18,904,893	23,305,147	22,322,737	21,962,074
Equipment	251,809	237,500	248,408	323,200
Debt Service	2,517,255	2,542,000	2,542,000	2,544,000
Contingency	0	50,000	0	50,000
Transfers Out for Capital Improvements	4,213,952	9,050,000	3,440,787	9,940,000
Grand Total	**35,965,709**	**44,156,536**	**37,100,977**	**44,609,992**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Water (040)	3,597,609	(10,670,836)	(2,548,905)	(10,667,292)

Total Non-Restricted Resources Available

	FY 2025-26 Estimated	FY 2026-27 Proposed
Water (040)		
Beginning Unassigned Fund Balance	56,227,572	53,678,667

	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue	34,552,072	33,942,700
Expenditure	(37,100,977)	(44,609,992)
Grand Total	**53,678,667**	**43,011,376**

Schedule 8 Enterprise Funds: Water Capital (041)
Comparison of Revenues, Expenditures and Change in Available Resources

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Transfers In	4,213,952	9,050,000	9,050,000	9,940,000

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Equipment	2,060,665	9,050,000	7,634,588	9,940,000

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Water Capital (041)	2,153,287	0	16,437	16,437

Ending Available Resources

	FY 2025-26 Estimated	FY 2026-27 Proposed
Water Capital (041)		
Beginning Unassigned Fund Balance	(1,451,448)	16,437
Cancellation of Prior Year Encumbrances	52,473	0
Revenue	9,050,000	9,940,000
Expenditure	(7,634,588)	(9,940,000)
Grand Total	**16,437**	**16,437**

Schedule 9 Internal Service Funds:Central Garage Fund (090)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	3,647,062	4,170,668	4,176,668	4,031,744
Investment Income	66,344	7,500	43,700	7,500
Other Revenue	140,622	0	243,323	0
Grand Total	**3,854,028**	**4,178,168**	**4,463,691**	**4,039,244**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	804,349	982,644	928,434	1,050,494
Retiree Health Insurance	37,529	57,200	36,566	44,873
Operating Expenses	2,725,009	2,560,178	2,433,967	2,666,761
Equipment	96,899	15,000	14,000	62,000
Grand Total	**3,663,786**	**3,615,022**	**3,412,967**	**3,824,128**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Central Garage Fund (090)	190,242	563,146	1,050,724	215,116

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Central Garage Fund (090)		
Beginning Unassigned Fund Balance	129,609	2,357,930
Cancellation of Prior Year Encumbrances	132,732	0
Change in Other Fund Balance Components	(8,985)	0
GAAP Components - OPEB and LAGERS	1,053,850	0
Revenue	4,463,691	4,039,244
Expenditure	(3,412,967)	(3,824,128)
Grand Total	**2,357,930**	**2,573,046**

Schedule 9 Internal Service Funds:Staywell Health Fund (091)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
American Rescue Plan (ARP)	0	0	0	0
Charges for Services	20,935,527	22,649,900	22,466,900	24,166,000
Investment Income	312,165	155,000	327,500	200,000
Other Revenue	3,545,451	2,636,600	2,379,200	2,200,000
Grand Total	**24,793,143**	**25,441,500**	**25,173,600**	**26,566,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	615,846	490,500	867,500	854,600
Operating Expenses	23,581,349	24,460,900	23,540,600	25,502,000
Equipment	0	0	0	0
Grand Total	**24,197,195**	**24,951,400**	**24,408,100**	**26,356,600**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Staywell Health Fund (091)	595,948	490,100	765,500	209,400

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Staywell Health Fund (091)		
Beginning Unassigned Fund Balance	6,387,420	7,152,920
Revenue	25,173,600	26,566,000
Expenditure	(24,408,100)	(26,356,600)
Grand Total	**7,152,920**	**7,362,320**

Schedule 9 Internal Service Funds:Workers' Comp Fund (092)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	3,918,000	4,640,800	4,640,800	5,162,600
Investment Income	184,818	100,000	163,000	100,000
Other Revenue	33,493	0	22,100	0
Grand Total	**4,136,312**	**4,740,800**	**4,825,900**	**5,262,600**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	29,877	11,072	11,285	11,440
Operating Expenses	11,158,633	4,666,978	6,007,422	5,161,157
Equipment	0	0	0	0
Grand Total	**11,188,510**	**4,678,050**	**6,018,707**	**5,172,597**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Workers' Comp Fund (092)	(7,052,198)	62,750	(1,192,807)	90,003

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Workers' Comp Fund (092)		
Beginning Unassigned Fund Balance	(15,637,128)	(16,829,601)
Cancellation of Prior Year Encumbrances	334	0
Revenue	4,825,900	5,262,600
Expenditure	(6,018,707)	(5,172,597)
Grand Total	**(16,829,601)**	**(16,739,598)**

Schedule 9 Internal Service Funds:Risk Management Fund (093)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	3,192,200	5,399,000	5,399,000	5,917,000
Investment Income	23,694	13,000	4,000	0
Other Revenue	661,810	0	302,000	0
Grand Total	**3,877,704**	**5,412,000**	**5,705,000**	**5,917,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	1,960	11,072	0	11,461
Retiree Health Insurance	0	0	0	0
Operating Expenses	5,796,614	5,849,142	5,916,114	5,905,539
Equipment	0	0	0	0
Grand Total	**5,798,574**	**5,860,214**	**5,916,114**	**5,917,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Risk Management Fund (093)	(1,920,870)	(448,214)	(211,114)	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Risk Management Fund (093)		
Beginning Unassigned Fund Balance	(4,377,557)	(4,588,671)
Revenue	5,705,000	5,917,000
Expenditure	(5,916,114)	(5,917,000)
Grand Total	**(4,588,671)**	**(4,588,671)**

Schedule 9 Internal Service Funds:ERP Fund (095)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	12,969,710	14,820,350	14,820,350	13,117,510
Investment Income	0	0	0	0
Other Revenue	5,460	0	10,000	0
Transfers In	0	0	0	0
Grand Total	**12,975,170**	**14,820,350**	**14,830,350**	**13,117,510**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	5,851,273	7,464,072	6,622,791	8,665,033
Retiree Health Insurance	177,844	231,000	168,560	207,711
Operating Expenses	4,700,680	6,609,872	5,644,549	6,696,087
Equipment	105,363	175,000	221,372	206,910
Debt Service	4,887	0	0	0
Contingency	0	0	0	25,000
Transfers Out for Capital Improvements	0	1,168,334	1,681,668	1,134,500
Grand Total	**10,840,047**	**15,648,278**	**14,338,940**	**16,935,241**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)	2,135,123	(827,928)	491,410	(3,817,731)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)		
Beginning Unassigned Fund Balance	(5,313,324)	806,683
Change in Other Fund Balance Components	18,264	0
GAAP Components - OPEB and LAGERS	5,610,333	0
Revenue	14,830,350	13,117,510
Expenditure	(14,338,940)	(16,935,241)
Grand Total	**806,683**	**(3,011,049)**

Schedule 9 Internal Service Funds:ERP Capital Fund (096)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Transfers In	0	1,168,334	1,106,584	1,134,500
Grand Total	**0**	**1,168,334**	**1,106,584**	**1,134,500**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Equipment	0	1,580,000	0	1,580,000
Grand Total	**0**	**1,580,000**	**0**	**1,580,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Capital Fund (096)	0	(411,666)	1,106,584	(445,500)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Capital Fund (096)		
Beginning Unassigned Fund Balance	0	1,106,584
Revenue	1,106,584	1,134,500
Expenditure	0	(1,580,000)
Grand Total	**1,106,584**	**661,084**

Schedule 10 Governmental Funds:Street Improvements Fund (051)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Intergovernmental	730,774	0	0	0
Investment Income	140	0	0	0
Transfers In	11,033,908	19,497,011	19,497,011	17,410,055
Grand Total	**11,764,822**	**19,497,011**	**19,497,011**	**17,410,055**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	0	0	0
Operating Expenses	9,500	0	0	0
Equipment	5,830,100	19,497,011	14,824,112	17,410,055
Debt Service	139,463	0	0	0
Transfers Out for Capital Improvements	0	0	0	0
Grand Total	**5,979,062**	**19,497,011**	**14,824,112**	**17,410,055**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Street Improvements Fund (051)	5,785,759	0	4,672,899	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Street Improvements Fund (051)		
Beginning Unassigned Fund Balance	(11,931,443)	(6,641,904)
Cancellation of Prior Year Encumbrances	9,921	0
Change in Other Fund Balance Components	606,719	0
Year-End Investment Market Value Adjustments	0	0
Revenue	19,497,011	17,410,055
Expenditure	(14,824,112)	(17,410,055)
Grand Total	**(6,641,904)**	**(6,641,904)**

Schedule 10 Governmental Funds:Police Improvements Fund (052)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Transfers In	1,438,586	0	2,745,361	0
Grand Total	**1,438,586**	**0**	**2,745,361**	**0**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Equipment	154,675	0	550,000	0
Grand Total	**154,675**	**0**	**550,000**	**0**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Improvements Fund (052)	1,283,911	0	2,195,361	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Improvements Fund (052)		
Beginning Unassigned Fund Balance	(4,798,987)	261,750
Change in Other Fund Balance Components	2,865,376	0
Revenue	2,745,361	0
Expenditure	(550,000)	0
Grand Total	**261,750**	**261,750**

Schedule 10 Governmental Funds:Fire Improvements Fund (053)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Transfers In	3,805,188	10,000,000	10,000,000	0
Grand Total	**3,805,188**	**10,000,000**	**10,000,000**	**0**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Equipment	3,866,750	10,000,000	10,000,000	0
Grand Total	**3,866,750**	**10,000,000**	**10,000,000**	**0**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Improvements Fund (053)	(61,562)	0	0	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Improvements Fund (053)		
Beginning Unassigned Fund Balance	(3,268,028)	(3,268,028)
Revenue	10,000,000	0
Expenditure	(10,000,000)	0
Grand Total	**(3,268,028)**	**(3,268,028)**

Schedule 10 Governmental Funds:GO Bond (054)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Investment Income	0	0	620,000	250,000
Grand Total	**0**	**0**	**620,000**	**250,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Operating Expenses	0	0	23,000	35,000
Equipment	0	0	11,176,385	0
Grand Total	**0**	**0**	**11,199,385**	**35,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
GO Bond (054)	0	0	(10,579,385)	215,000

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
GO Bond (054)		
Beginning Unassigned Fund Balance	0	18,295,802
Change in Other Fund Balance Components	28,875,187	0
Revenue	620,000	250,000
Expenditure	(11,199,385)	(35,000)
Grand Total	**18,295,802**	**18,510,802**

This fund is shown for transparency purposes. Expenditures have already been accounted for in other capital project funds.

Schedule 10 Governmental Funds:Bldgs and Other Improv Fund (057)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Charges for Services	2,601	0	0	0
Intergovernmental	0	0	0	0
Investment Income	467,391	0	0	0
Other Revenue	143	0	0	0
Transfers In	334	280,000	0	280,000
Grand Total	**470,469**	**280,000**	**0**	**280,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	0	0	0
Operating Expenses	0	0	0	0
Equipment	2,251,021	280,000	7,665,669	280,000
Transfers Out for Capital Improvements	0	0	0	0
Grand Total	**2,251,021**	**280,000**	**7,665,669**	**280,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Bldgs and Other Improv Fund (057)	(1,780,551)	0	(7,665,669)	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Bldgs and Other Improv Fund (057)		
Beginning Unassigned Fund Balance	(8,641,229)	(8,017,302)
Change in Other Fund Balance Components	8,289,596	0
Revenue	0	280,000
Expenditure	(7,665,669)	(280,000)
Grand Total	**(8,017,302)**	**(8,017,302)**

Schedule 10 Governmental Funds:Storm Drainage Improv Fund (058)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Intergovernmental	1,443,898	0	0	5,000,000
Transfers In	1,290,248	5,990,000	0	2,380,000
Grand Total	**2,734,146**	**5,990,000**	**0**	**7,380,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	0	0	0
Equipment	2,504,574	5,990,000	10,258,978	2,380,000
Grand Total	**2,504,574**	**5,990,000**	**10,258,978**	**2,380,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Storm Drainage Improv Fund (058)	229,572	0	(10,258,978)	5,000,000

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Storm Drainage Improv Fund (058)		
Beginning Unassigned Fund Balance	(15,794,891)	(25,537,182)
Cancellation of Prior Year Encumbrances	344,960	0
Change in Prior Year Encumbrances	171,727	0
Revenue	0	7,380,000
Expenditure	(10,258,978)	(2,380,000)
Grand Total	**(25,537,182)**	**(20,537,182)**

Schedule 10 Governmental Funds:Park Improvements Fund (059)
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Investment Income	0	0	0	0
Transfers In	454,768	800,000	826,706	1,910,000
Grand Total	**454,768**	**800,000**	**826,706**	**1,910,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	0	0	0
Operating Expenses	15,000	0	0	0
Equipment	320,224	800,000	826,706	1,910,000
Transfers Out for Capital Improvements	0	0	0	0
Grand Total	**335,224**	**800,000**	**826,706**	**1,910,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Park Improvements Fund (059)	119,544	0	0	0

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Park Improvements Fund (059)		
Beginning Unassigned Fund Balance	(98,530)	(98,530)
Revenue	826,706	1,910,000
Expenditure	(826,706)	(1,910,000)
Grand Total	**(98,530)**	**(98,530)**

Schedule 10
Full-Time Equivalent Employees

Department	FY 2024-25 Adopted Budget	FY 2025-26 Adopted Budget	FY 2026-27 Proposed Budget
Community Services	**146.61**	**150.24**	**155.63**
Community Development	39.00	38.00	40.00
Health and Animal Services	35.08	29.51	29.9
Parks, Recreation, and Tourism	73.38	82.73	85.73
Internal Service Fund	**50.31**	**56.32**	**66.23**
Finance and Administration	14.82	18.00	22.00
Human Resources	10.00	10.00	11.00
Law	0.24	0.82	2.98
Communications	2.00	4.00	4.00
Technical Services	23.25	24.50	26.25
Municipal Services	**238.4**	**209.10**	**209.75**
Muncipal Services	7.45	8.50	8.50
Central Garage	9.44	9.44	9.44
Sanitary Sewer	70.78	70.58	70.58
Street Maintenance	26.85	26.35	26.35
Stormwater	21.45	21.20	21.20
Water	103.13	73.03	73.68
Policy and Leadership	**19.25**	**18.50**	**13.50**
Office of the City Manager	10.25	9.50	4.50
Offices of the Mayor and City Council	9.00	9.00	9.00
Public Safety	**547.25**	**542.63**	**552.24**
Fire	201.00	201.00	207.00
Municipal Court	14.62	11.00	12.61
Police	331.63	330.63	332.63
Utilities	**180.3**	**220.8**	**213.85**
Power and Light	180.30	220.8	213.85
Water	0.00	0.00	0.00
Total Full-Time Equivalent	**1,162.87**	**1,197.59**	**1,211.20**

Schedule 11 Tax Increment Financing: Crackerneck Creek Bass Pro TIF
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Sales Tax	1,317,690	1,365,000	1,306,900	1,306,900
Real Estate Tax	547,338	550,000	291,336	300,000
Investment Income	319,630	70,000	327,300	312,300
Federal & State Grants	250,000	200,000	215,000	215,000
Other Revenue	993,372	1,000,000	911,978	1,000,000
Transfers In	2,820,000	0	2,500,000	2,500,000
Grand Total	**6,248,029**	**3,185,000**	**5,552,514**	**5,634,200**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Debt Service	6,882,113	6,525,000	6,524,763	6,487,000
Operating Expenses	40,832	40,000	0	0
Transfers Out for Capital Improvements	0	0	0	0
Grand Total	**6,922,945**	**6,565,000**	**6,524,763**	**6,487,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Crackerneck Creek Bass Pro TIF	(674,915)	(3,380,000)	(972,249)	(852,800)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Crackerneck Creek Bass Pro TIF		
Beginning Unassigned Fund Balance	2,425,082	1,452,833
Revenue	5,552,514	5,634,200
Expenditure	(6,524,763)	(6,487,000)
Grand Total	**1,452,833**	**600,033**

Schedule 11 Tax Increment Financing: HCA Centerpoint TIF
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Sales Tax	35,536	33,200	52,800	52,800
Real Estate Tax	4,294,176	4,200,000	4,998,486	4,998,486
Investment Income	211,786	59,000	74,400	70,100
Other Revenue	0	0	0	0
Transfers In	11,269	0	0	0
Grand Total	**4,552,767**	**4,292,200**	**5,125,686**	**5,121,386**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Debt Service	3,139,050	3,215,200	0	4,441,600
Equipment	1,000,000	1,000,000	1,000,000	1,000,000
Operating Expenses	196,018	193,500	211,500	193,500
Transfers Out for Capital Improvements	11,269	0	0	0
Grand Total	**4,346,337**	**4,408,700**	**1,211,500**	**5,635,100**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
HCA Centerpoint TIF	206,430	(116,500)	3,914,186	(513,714)

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
HCA Centerpoint TIF		
Beginning Unassigned Fund Balance	1,506,944	1,540,144
Revenue	5,125,686	5,121,386
Expenditure	(1,211,500)	(5,635,100)
Grand Total	**5,421,130**	**1,026,430**

Schedule 11 Tax Increment Financing: Santa Fe TIF
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Sales Tax	0	2,500	0	0
Real Estate Tax	0	40,000	0	0
Investment Income	23,671	1,000	0	0
Other Revenue	0	100,000	0	0
Transfers In	748,000	0	560,481	560,481
Grand Total	**771,671**	**143,500**	**560,481**	**560,481**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Debt Service	531,513	528,850	529,550	529,500
Operating Expenses	6,750	3,000	10,100	10,100
Grand Total	**538,263**	**531,850**	**539,650**	**539,600**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Santa Fe TIF	233,409	(388,350)	20,831	20,881

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
Santa Fe TIF		
Beginning Unassigned Fund Balance	810,215	831,046
Revenue	560,481	560,481
Expenditure	(539,650)	(539,600)
Grand Total	**831,046**	**851,927**

Schedule 11 Tax Increment Financing: TIF Supplemental Fund
Comparison of Revenues, Expenditures and Change in Fund Balance

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Sales Tax	(3,193,137)	0	3,269,100	3,232,000
Real Estate Tax	(293,434)	0	294,000	293,800
Investment Income	(443,232)	0	547,500	547,500
Other Revenue	0	0	0	0
Transfers In	0	0	0	0
Grand Total	**(3,929,803)**	**0**	**4,110,600**	**4,073,300**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	0	0	0	0
Operating Expenses	3,115	0	5,000	5,000
Transfers Out for Capital Improvements	0	0	0	0
Grand Total	**3,115**	**0**	**5,000**	**5,000**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
TIF Supplemental Fund	(3,926,688)	0	4,105,600	4,068,300

Ending Unassigned Fund Balance

	FY 2025-26 Estimated	FY 2026-27 Proposed
TIF Supplemental Fund		
Beginning Unassigned Fund Balance	14,124,827	18,230,427
Revenue	4,110,600	4,073,300
Expenditure	(5,000)	(5,000)
Grand Total	**18,230,427**	**22,298,727**

General Obligation Bond

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Revenue				
Investment Income	4,292	2,000	39,600	25,000
Other Revenue	0	9,289	0	0
Real Estate Tax	0	0	3,394,988	0
Grand Total	**4,292**	**11,289**	**3,434,588**	**25,000**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Expenditure				
Salary & Benefits	0	0	0	0
Operating Expenses	30	0	173,300	56,000
Debt Service	0	1,000	547,773	2,225,950
Grand Total	**30**	**1,000**	**721,073**	**2,281,950**

Net Revenue/(Expenditures)

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General Obligation Bond	4,262	10,289	2,713,515	(2,256,950)

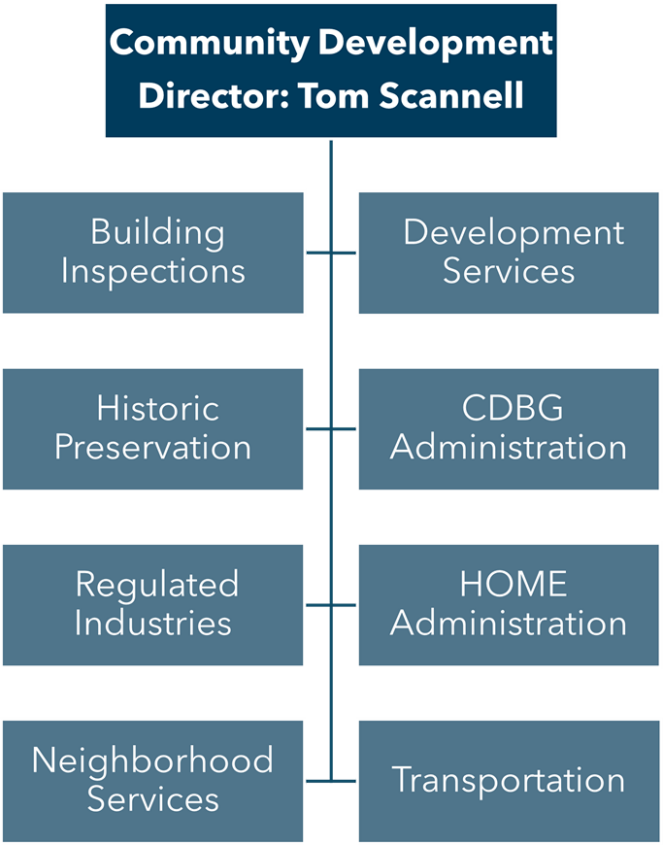
This fund is shown for transparency purposes. Expenditures have already been accounted for in other funds.

Community Services








Community Development
Director: Tom Scannell
Building Inspections
Development Services
Historic Preservation
CDBG Administration
Regulated Industries
HOME Administration
Neighborhood Services
Transportation

Community Development

The Community Development Department works to enhance the quality of life in Independence by guiding responsible growth and development through planning, permitting, inspections, business licensing, code enforcement, historic preservation, and transit services. We strive to provide efficient service, ensure safe and vibrant neighborhoods, and support a strong and sustainable community.

Programs

Administration

The Administration Division supports the Community Development Department by providing leadership, coordination, and resources that enable each division to effectively serve the community. We work to ensure efficient operations, clear communication, and strategic direction that help the department accomplish its mission.

Neighborhood Services

The Neighborhood Services Division protects the safety, health, and quality of life in Independence neighborhoods through the fair and consistent administration and enforcement of property maintenance and zoning regulations.

Development Services

Development Services division administers planning and zoning services for land development in accordance with the Unified Development Code to ensure quality developments that preserve the uniqueness and character of the community. The division also ensures new development and redevelopment projects provide quality infrastructure meeting city codes and criteria through attentive engineering review and inspection services.

Transportation

The purpose of the Transportation function is to provide a rider-focused transit system that offers flexible, on-demand mobility options connecting residents to employment, healthcare, education, and community destinations.

Historic Preservation

The Historic Preservation Division is to assist in cultivating diverse and sustainable places by encouraging community-wide preservation of our irreplaceable, historic built and natural environments through proactive preservation planning, inclusive public engagement, and reinvestment in traditional building stock and neighborhoods.

Building Inspections

The Building Inspections Division protects the safety and quality of development in Independence by administering construction permitting, plan review, and inspections. The division also assists contractors and homeowners through the development process and administers the Vacant Structure and Dangerous Building programs.

Regulated Industries

The Regulated Industries Division administers and enforces licensing for businesses, long-term rental properties, short-term rental properties, and liquor establishments in a manner that promotes safe, high-quality development and neighborhood integrity. By working efficiently with business owners and coordinating closely with other City departments, Regulated Industries facilitates timely licensing and supports business retention, responsible growth, and economic vitality. Through proactive oversight of rental housing

and collaboration with landlords, the Division advances sustainable housing options and helps ensure safe living conditions for residents.

Community Development Block Grant

The Community Development Block Grant (CDBG) program provides federal funding to support community development activities that primarily benefit low- and moderate-income residents. The program focuses on improving housing conditions, expanding access to public services, supporting neighborhood revitalization efforts, and removing conditions of blight and deterioration. CDBG funds are used to assist eligible nonprofit organizations, public service providers, and City-led initiatives that address housing stability, public infrastructure needs, and community services that improve quality of life for Independence residents.

CDBG activities support strategic investment in neighborhoods, ensure compliance with federal HUD regulations, and promote equitable access to safe housing, essential services, and community amenities. The program also supports planning, administration, and monitoring activities to ensure accountability, transparency, and long-term community impact.

HOME Grant

The HOME Investment Partnerships Program (HOME) provides federal funding to expand and preserve affordable housing opportunities for low- and moderate-income households. HOME funds are primarily used to support housing rehabilitation, new housing development, and partnerships with nonprofit and private housing providers to increase the availability of safe, decent, and affordable housing within the community.

The HOME Program emphasizes long-term housing affordability, compliance with federal housing standards, and sustainable housing solutions. Through strategic investment and oversight, HOME funds help address housing needs, stabilize neighborhoods, and support residents who may otherwise face housing insecurity.

Strategic Plan Connection

A Well-Planned City

4.2 High Quality Urban Approach - Continue to support high-quality planning, ranging from building design to neighborhood layouts, while pursuing urban approaches to issues such as multimodal transportation, infill, density, connected trails and parks, and walkable neighborhoods.

4.3 Stabilize and Revitalize Neighborhoods - Partner with citizens and businesses to promote and maintain a safe, healthy, and desirable living and working environment through the administration of property maintenance, zoning, and right-of-way codes.

4.5 Housing and Transportation Choices - Vigorously encourage, through a wide variety of actions, the development of sustainable and lasting housing options for all individuals and families and improve mobility options that accommodate all travel modes.

An Innovative Economy

2.1 Business Growth - Support retention and growth of both the traded and local business sectors while welcoming and encouraging new and existing businesses, in coordination with the Independence Economic Development Partnership.

An Engaged Community

1.3 Public Agencies Collaboration - Foster successful collaboration with other public agencies and build on these successes.

A High-Performance Organization

6.1 Values-Driven Culture - Promote a values-driven organizational culture that reinforces ethical behavior, exercises transparency, and maintains the community's trust.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Continue to improve quality of life for Independence residents by removing blight and increasing the number of safe dwellings: Number of dangerous buildings demolished.	16	15	10	Removing dangerous and blighted structures improves neighborhood safety, stabliizes property values, and suports long-term community revitalization. Continued demolition of unsafe buildings reduces fire hazards, prevents illegal activity, and opes the door for future development that enhances quality of life for Independence residents.
Provide safe and reliable public transit to improve mobility options: Number of IRIS Rides completed.	NA	40646	41000	Providing safe and reliable public transit expands mobility options for residents who depend on these services for work, medical appointments, and essential daily needs. Increasing completed rides reduces barriers for vulnerable populations, and supports overall community well?being by ensuring residents can access opportunities throughout Independence.
Conduct professional and appropriate outreach with concerned residents to maintain safe and desirable living and working environments: Total number of abatements completed.	609	830	830	Conducting timely abatements and working directly with concerned residents helps maintain safe, clean, and stable neighborhoods. Proactive outreach reduces nuisance conditions, prevents deterioration, and supports a healthier living and working environment throughout Independence.
New and renewed business and landlord licenses	7260	7400	7400	Issuing new and renewed business and landlord licenses supports a safe, accountable, and well? regulated local economy. Tracking these licenses ensures compliance with City standards, encourages responsible property management, and promotes a stable environment for both residents and businesses to thrive.
Dollars invested - residential & commercial building permits	$146M	$270M	$320M	Investments made through residential and commercial building permits strengthen Independence's economic base and support ongoing neighborhood improvement. Tracking dollars invested highlights growth, encourages responsible development, and promotes a vibrant and sustainable community.

Accomplishments

Neighborhood Services conducted a Neighborhood Improvement Initiative (Neighborhood Sweep) in the Proctor and Santa Fe neighborhoods, completed a Corridor Sweep in the Englewood Arts District, and undertook targeted proactive enforcement efforts in the Mount Washington neighborhood.

Development Services completed two staff initiated rezonings (North Square and North Dodgin), correcting zoning for 79 single family homes. These actions eliminated legal nonconforming status and helped stabilize neighborhood housing. The Department also secured adoption of five UDO amendments that improve development standards, clarify billboard regulations, modernize ARTS District signage requirements, support community garden uses, and reduce land-use conflicts associated with auto-related businesses. In addition, Development Services supported new residential growth by issuing permits for 82 single family lots and facilitating the commencement of construction on the 182 unit Arabella senior housing development.

Historic Preservation staff expanded public outreach and education by offering free architectural walking tours in September and October 2025 and hosting quarterly lectures on local history and preservation throughout 2026. In May 2026, staff organized events to celebrate National Historic Preservation Month and honor Independence's historic character, and also assisted in planning and hosting activities for the America 250 commemoration. Preservation initiatives included the adoption and online publication of updated design guidelines, enhancements to the City's preservation webpage, research into economic incentives for locally designated historic properties, and the development of digital content highlighting antebellum properties that survived the Civil War.

The Building Inspections Division revamped its permitting processes by developing multiple application packets for the most frequently requested permit types, improving clarity and helping contractors, businesses, and residents navigate the process more efficiently. The Division also restructured its approach to Vacant Structures and Dangerous Buildings by assigning inspectors to geographic service areas rather than separating responsibilities by program. This change was implemented to streamline program administration and enhance communication with property owners and business operators who may have properties in one or both programs.

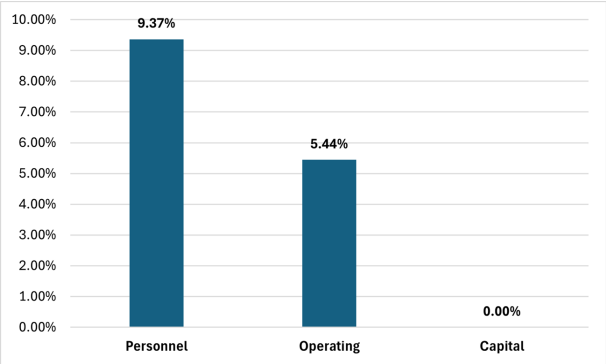
Regulated Industries completed a comprehensive overhaul of Cityworks to enhance efficiency, improve recordkeeping, and strengthen license management capabilities. Updates include the ability to create enforcement cases and streamlined staff notifications for applications and renewals. The City's tow rotation program was revised to incorporate enforcement actions for noncompliant tow companies and to reduce contract review periods from three years to two. Staff also implemented a temporary vendor permit process for festivals and events to improve tracking of retail sales tax reporting.

Administered CDBG and HOME funds in full compliance with HUD requirements while advancing critical housing and community service priorities. The City continued to support public service agencies delivering essential programs to low and moderate income residents, including housing stability, social services, and neighborhood-based assistance. CDBG and HOME resources were strategically invested in housing rehabilitation activities to preserve affordable housing stock and improve living conditions for eligible households. Staff collaborated closely with subrecipients to ensure timely project implementation, accurate reporting, and adherence to federal regulations. The division also advanced long term housing objectives by aligning funding priorities with identified community needs and maintaining strong partnerships with nonprofit organizations and housing providers.

Significant Budget & Operational Changes

Neighborhood Services has seen a rise in the number of abatements completed and costs associated with abatements which has caused a significant increase in budget requirements. Current projections for abatement costs is approximately $182,000.00 over the 25/26 fiscal year budget. In FY26-27, the proposed budget includes a new position, an additional Building Inspector, to increase the department's capacity for conducting building inspections and ensuring code compliance to provide safer structures throughout the community. Additionally, $143,500 has been added to the operating budget to maintain transportation service levels along with $60,000 for additional abatements.

Percent Change, Adopted FY 2026 to Adopted FY 2027



Reasons for Change:

Personnel: ↑ COLA, health insurance, cost of proposed positions|| **Operating:** ↑ Increase in transit, computer equipment, and maintenance services, increase in STR compliance and enforcement software, transportation services, abatement professional services|| **Capital:**←→

	FY 25-26 Adopted	FY 26-27 Proposed
Community Development	38.65	40.00

Full-Time Equivalent Employees (FTE)

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (0024401)	1,185,184	1,199,295	1,216,910	1,330,402
Building Inspections (0024431)	901,677	1,602,763	1,409,134	1,586,314
Community Development Block Grant (008)	1,382,308	741,682	884,272	801,475
Development Services (0024412)	844,617	934,826	883,949	1,108,069
Historic Preservation (0024420)	131,715	142,370	139,851	141,057
HOME (009)	802,046	397,351	86,039	400,423
Neighborhood Services (0024411)	1,323,281	1,486,914	1,408,606	1,569,782
Regulated Industries (0024460)	287,543	343,660	350,642	397,152
Transportation (0024414)	2,082,478	1,686,080	1,622,280	1,825,033
Grants (0154450, 0154451)	636,474	0	88,333	0
Grand Total	**9,577,324**	**8,534,942**	**8,090,016**	**9,159,708**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Com. Dev Block Grant (008)	1,382,308	741,682	884,272	801,475
General (002)	6,756,356	7,395,908	7,031,372	7,957,810
Grants (015)	636,474	0	88,333	0
HOME (009)	802,046	397,351	86,039	400,423
Marijuana Sales Tax Fund (065)	139	0	0	0
Grand Total	**9,577,324**	**8,534,942**	**8,090,016**	**9,159,708**

Department by Expenditure Category

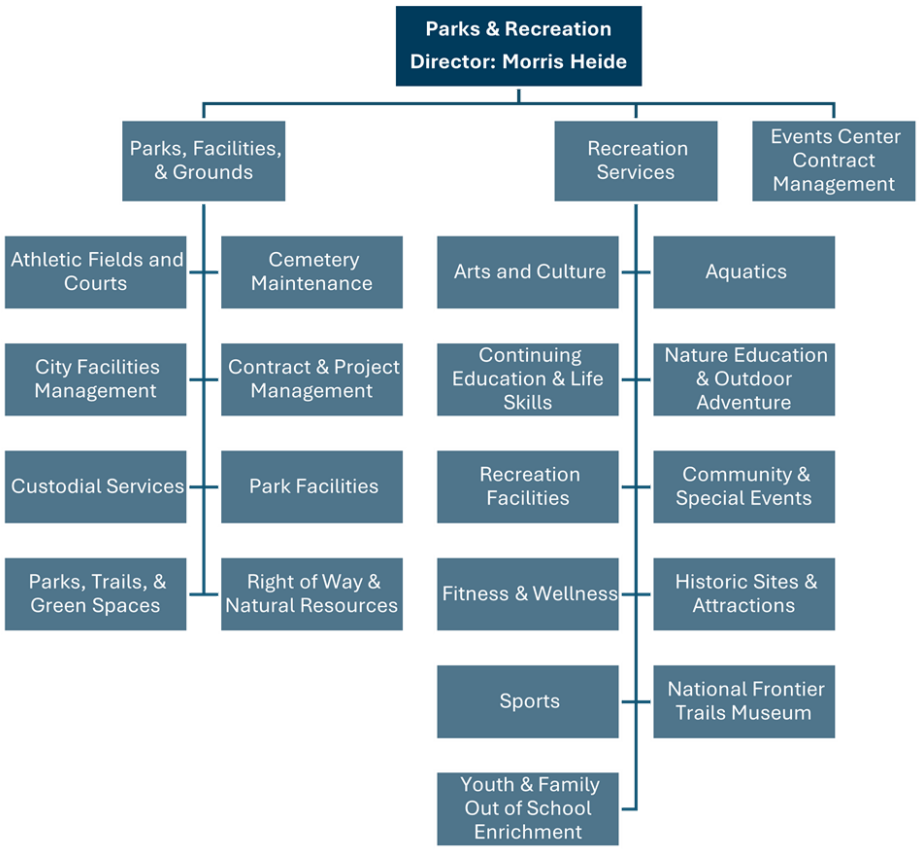
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	2,243,529	2,373,818	2,398,315	2,704,522
Benefits	1,191,059	1,465,334	1,178,428	1,440,287
Retiree Health Insurance	143,217	159,000	185,954	227,798
Internal Services	819,976	904,645	858,710	986,784
Professional Services	4,152,596	3,160,663	3,343,744	3,296,151
Equipment	203,310	359,850	19,850	366,450
Other Operating Expenses	822,442	111,632	105,015	137,715
Debt Service	1,194	0	0	0
Grand Total	**9,577,324**	**8,534,942**	**8,090,016**	**9,159,708**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (0024401)	**1,185,184**	**1,199,295**	**1,216,910**	**1,330,402**
Salaries	255,518	263,442	260,080	274,720
Benefits	110,389	119,543	117,701	122,111
Retiree Health Insurance	143,217	159,000	185,954	227,798
Internal Services	636,950	636,310	636,310	687,758
Professional Services	26,500	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	11,651	21,000	16,865	18,015
Debt Service	960	0	0	0
Building Inspections (0024431)	**901,677**	**1,602,763**	**1,409,134**	**1,586,314**
Salaries	516,226	593,345	552,994	689,918
Benefits	275,164	398,466	285,900	390,951

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Retiree Health Insurance	0	0	0	0
Internal Services	46,236	65,653	28,290	78,855
Professional Services	52,281	528,800	528,800	400,990
Equipment	0	0	0	0
Other Operating Expenses	11,770	16,500	13,150	25,600
Community Development Block Grant (008)	**1,382,308**	**741,682**	**884,272**	**801,475**
Salaries	93,057	78,252	149,900	96,195
Benefits	58,811	55,717	0	36,249
Internal Services	0	0	0	0
Professional Services	497,957	602,363	730,022	660,831
Equipment	0	0	0	0
Other Operating Expenses	732,249	5,350	4,350	8,200
Debt Service	235	0	0	0
Development Services (0024412)	**844,617**	**934,826**	**883,949**	**1,108,069**
Salaries	521,602	527,707	515,600	651,465
Benefits	237,495	297,876	247,999	307,589
Retiree Health Insurance	0	0	0	0
Internal Services	33,368	60,493	58,600	78,165
Professional Services	0	6,000	6,000	6,000
Equipment	18,218	19,850	19,850	26,450
Other Operating Expenses	33,935	22,900	35,900	38,400
Grants (0154450, 0154451)	**636,474**	**0**	**88,333**	**0**
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	636,474	0	88,333	0
Equipment	0	0	0	0
Other Operating Expenses	0	0	0	0
Historic Preservation (0024420)	**131,715**	**142,370**	**139,851**	**141,057**
Salaries	68,010	72,667	72,000	75,256
Benefits	53,175	57,703	57,301	53,628
Retiree Health Insurance	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Internal Services	1,230	2,300	2,300	2,673
Professional Services	3,631	4,500	4,500	4,500
Equipment	0	0	0	0
Other Operating Expenses	5,670	5,200	3,750	5,000
HOME (009)	**802,046**	**397,351**	**86,039**	**400,423**
Salaries	22,696	23,676	33,700	24,952
Benefits	10,672	11,193	0	11,691
Internal Services	0	0	0	0
Professional Services	583,015	21,000	51,089	22,330
Equipment	185,092	340,000	0	340,000
Other Operating Expenses	571	1,482	1,250	1,450
Neighborhood Services (0024411)	**1,323,281**	**1,486,914**	**1,408,606**	**1,569,782**
Salaries	610,948	662,758	633,500	675,872
Benefits	336,066	391,722	359,166	392,360
Retiree Health Insurance	0	0	0	0
Internal Services	79,456	99,134	89,040	103,450
Professional Services	280,253	310,000	310,000	370,000
Equipment	0	0	0	0
Other Operating Expenses	16,557	23,300	16,900	28,100
Regulated Industries (0024460)	**287,543**	**343,660**	**350,642**	**397,152**
Salaries	155,473	151,971	180,541	216,144
Benefits	109,288	133,114	110,361	125,708
Retiree Health Insurance	0	0	0	0
Internal Services	17,226	23,775	27,190	23,900
Professional Services	0	25,000	25,000	25,000
Equipment	0	0	0	0
Other Operating Expenses	5,556	9,800	7,550	6,400
Transportation (0024414)	**2,082,478**	**1,686,080**	**1,622,280**	**1,825,033**
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	5,510	16,980	16,980	11,983
Professional Services	2,072,484	1,663,000	1,600,000	1,806,500
Equipment	0	0	0	0
Other Operating Expenses	4,484	6,100	5,300	6,550
Grand Total	**9,577,324**	**8,534,942**	**8,090,016**	**9,159,708**


Parks & Recreation
Director: Morris Heide
Parks, Facilities, & Grounds
Recreation Services
Events Center Contract Management
Athletic Fields and Courts
Cemetery Maintenance
City Facilities Management
Contract & Project Management
Custodial Services
Park Facilities
Parks, Trails, & Green Spaces
Right of Way & Natural Resources
Arts and Culture
Aquatics
Continuing Education & Life Skills
Nature Education & Outdoor Adventure
Recreation Facilities
Community & Special Events
Fitness & Wellness
Historic Sites & Attractions
Sports
National Frontier Trails Museum
Youth & Family Out of School Enrichment

Parks & Recreation

The Parks and Recreation Department creates safe, inclusive, and vibrant parks, trails, and recreation opportunities that will engage and benefit residents and visitors. From toddlers to active agers, we listen to our residents and deliver the quality leisure, recreational, and educational opportunities they deserve. We are committed to building connections, inspiring active lifestyles, and fostering great pride that makes independence home.

Programs

Parks Administration

Parks Administration oversees the programs within the department to promote the City as a quality place to live, play and visit by providing quality parks and green spaces, recreation facilities, attractions and historic sites, and quality programs and events.

Cemetery Maintenance

Cemetery Maintenance is responsible for daily operations and maintenance at Woodlawn Cemetery, including routine turf and landscape maintenance, implementing final arrangement needs and internments, and providing accurate facility records for public viewing.

George Owens Nature Park

George Owens Nature Park promotes, educates and encourages a love and curiosity of the outdoors for individuals, families, and organizations by creating a welcoming and safe environment to explore nature. This is accomplished through a variety of group and self-learning exploration activities to support and preserve our natural environment for future generations.

Park Facilities Maintenance and Security

Parks Facilities Maintenance and Security oversees and manages park revitalization, maintenance, and capital improvement projects planned for the City's park system.

Palmer Center

The Palmer Center encourages the well-being of older adults ages 60 and over in Independence by providing diverse programs and services including a daily meal program, fitness opportunities, education classes, recreational programs, and a wide variety of social activities to support community engagement.

Programs and Events

Programs and Events develops programs, special events and activities throughout the park system, at recreation facilities, and public grounds through community partnerships that help all individuals and families create positive memories, giving special attention to the development of youth and family programs and outdoor programs.

Aquatics

Aquatics provides ongoing management and support of the city's two spray grounds, develops aquatic-oriented activities, and determines future expansion of aquatic facilities based on patron demand.

Athletic Fields and Courts

Athletic Fields and Courts supports and funds year-round athletic programs for independence residents of all ages and abilities at multiple indoor and outdoor courts and fields.

Uptown Market

The Independence Uptown Market provides a unique and versatile addition to the list of community assets capable of hosting a variety of functions including Farmers and Crafters Markets and special events.

Sermon Center

The Sermon Center offers fitness memberships and exercise classes and advances cultural arts through programs, events, and community theater performances.

Parks & Grounds Maintenance

Parks and Grounds Maintenance mows, maintains, and landscapes City-owned property, including snow removal.

Tourism Marketing and Promotions

Tourism Marketing and Promotions provides administrative functions for the Tourism Fund plus marketing and promotion activities associated with City-wide tourism. Starting in FY26, the City-wide tourism function is contracted with Visit Independence, the City's Convention and Visitors Bureau.

Museum Operations

The National Frontier Trails Museum serves both the local community and visitors to independence as an historic museum focused on the westward expansion of the United States and the significant role Independence played in that development. As the museum is temporarily housed in the Truman Memorial Building, the upkeep and maintenance of the building is included with this division.

Historic Sites

Historic Sites overseas the full maintenance of all City-owned historic properties. Responsibilities include mowing, trimming, landscaping, snow removal, litter and debris cleanup, and seasonal decorating. The division also manages all repair needs including structural, HVAC systems, signage, and aesthetic work ensuring compliance with historical society standards.

Tourism Sales and Services

Tourism Sales and Services is responsible for directly and indirectly soliciting, securing, and supporting group tours, events, and conferences, and maintaining relationships with local lodging establishments and historic site friends groups. In FY26, this function transitioned to Visit Independence, the City's Convention and Visitors Bureau.

Right of Way Maintenance

Right of Way Maintenance provides landscaping and grounds maintenance for City-owned property and City maintained right of way.

Facilities Management

Facilities Management provides routine maintenance and repairs as well as custodial and inter-office mail services for City buildings to ensure clean, secure and welcoming environment for employees and visitors.

Independence Municipal Commons

Independence Municipal Commons, overseen by Facilities Management, is responsible for all interior and exterior repairs and maintenance plus custodial needs of the Independence Municipal Commons building. (Budget information for this program can be found in the Non-Departmental section of the budget book)

Strategic Plan Connection

A Well-Planned City

4.1 Improve public infrastructure and the condition of public facilities.

A Financially Sustainable Organization

5.2 Capture Sustainable Sources of Funding - Obtain permanent, viable funding for City services.

A Safe, Welcoming Community

3.3 Friendly Community - Ensure Independence continues to welcome diversity through policies, public awareness, and community engagement.

An Engaged Community

1.1 Outreach - Continue to strengthen and innovate in how we deliver information to the community and our partners.

1.2 Community Engagement - Broaden and deepen engagement of the community in city government, innovation methods for inviting input from the community and stakeholders.

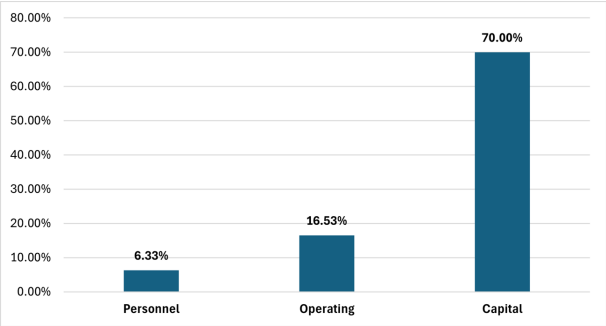
Accomplishments

Completed the 2026 Parks & Recreation Master Plan.
Installed new playgrounds at Santa Fe Trail Park and Benton Park.
Installed new turf at Clothier Park.
Replaced sidewalks at Bingham-Waggoner Estate.
Replaced walking bridge on play feature at Waterfall Park.
Replaced fences at Dickinson Park & George Owens Nature Park.
Repaired park restrooms damaged by fireworks.
Repaired damage to Waterfall Park fishing pier, numerous parks, and the Truman Memorial Building from July flooding event.
Replaced and upgraded wiring and plumbing damaged by vandals at Independence Athletic Complex.
Awarded Eileen Normile Weir Community Impact Endowment Grant for purchase of a combination drinking fountain and dog water fountain at Santa Fe Trail Dog Park.
Received 2026 Tree City USA designation by Arbor Day Foundation.
National Frontier Trails Museum welcomed visitors from all 50 states and 16 countries.
Published Spring + Summer 2026 Recreation Catalog.
Began implementing Sponsorship Program with sponsors for Popsicles in the Park & Santa's Village Programs.
Launched new Parks and Recreation Instagram page.
Gained 923 new followers on the Parks & Recreation Facebook page with 944,000 views, and produced 27 reels with 74,000 views.

Significant Budget & Operational Changes

No significant budget and operational changes in FY25-26. As the proposed budget was being prepared, the 2026 Parks & Recreation Master Plan was being finalized. The Department will begin working towards the recommendations in FY27 and anticipates making operational and budget changes in FY28. The proposed budget does include the following changes: increased funds for cemetery maintenance and facilities overtime, funding to shift custodian services contract in house (largely offset by existing funds for contract), and a Grants, Alliances, Partnerships, and Sponsorships (GAPS) position to seek additional external funding opportunities for Parks and Recreation.

Percent Change, Adopted FY 2026 to Proposed FY 2027



Reasons for Change:

Personnel: ↑union compensation increases, COLA, health insurance increases, increased cemetery and facility maintenance overtime, costs associated with proposed positions|| **Operating:** ↑interfund charges, building maintenance, and advertising costs|| **Capital:** ↑truck purchases and dickinson park overlay

Full-Time Equivalent Employee (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Parks & Recreation	82.73	85.73

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Provide parks and districts that are welcoming and free of trash and debris: Number of tons of trash removed from parks and trash barrels at the Square, Englewood, Maywood, and Fairmount districts.	unavailable	164 tons	175 tons	To show the volume of trash removed from parks
Engage local businesses to support the community while supplementing the Department's budget: Number of sponsorships and dollar value.	# of Sponsorships: 1 Value of Sponsorships: $3,000	# of Sponsorships: 6 Value of Sponsorships: $9,000	# of Sponsorships: 10 Value of Sponsorships: $12,000	Increase value of sponsorships by 5% each year to help support parks and recreation activities
Provide opportunities for residents and visitors to experience the City's unique history as the Queen City of the Trails: Attendance at NFTM and states and countries represented.	Attendance: 4,060 # of States Represented: 50 # of Countries Represented: 16	Attendance: 4,400 # of States Represented: 50 # of Countries Represented: 16	Attendance: 4,620 # of States Represented: 50 # of Countries Represented: 16	Increase visitors to the museum by 5% each year
Increase community engagement in the programs and events as well as inform residents of Department functions by maintaining a social media presence across multiple platforms. Implement email blasts:	Social Media Posts: 420 Email Blasts: 0	Social Media Posts: 960 Email Blasts: 3	Social Media Posts: 960 Email Blasts: 12	Maintain social media posting capacity of 960 posts plus implement email blasts

Number of social media posts and email blasts.				
Provide a wide-range of engaging programs for residents: Attendance at programs	Attendance: 31,440	Attendance: 33,000	Attendance: 35,310	Increase FY27 by 7% from FY26
Provide fitness memberships for residents and visitors to engage in physical activities at Sermon Center and Palmer Center: Number of Memberships	Memberships: 502	Memberships: 515	Memberships: 540	Increase FY27 by 5% from FY26

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Parks Administration (0076071)	1,691,988	1,760,752	1,750,626	1,756,386
Aquatics (0126045)	470,655	70,200	75,050	109,450
Athletic Fields and Courts (0126046)	612,177	737,165	642,705	745,403
Cemetery Maintenance (0076074)	245,655	229,809	253,888	322,716
Facilities Management (0026015)	1,233,432	1,602,304	1,306,931	1,570,296
George Owens Nature Park (0126040)	63,367	525,499	397,384	488,554
Historic Sites (0046063)	305,891	235,505	225,963	254,900
Museum Operations (0046062)	445,441	646,693	589,177	618,368
Palmer Senior Adult Center (0126043)	460,138	621,965	562,486	571,075
Park Facilities Maintenance and Security (0126041)	1,213,622	1,744,109	1,583,336	1,990,010
Parks and Grounds Maintenance (0126049)	1,190,381	1,397,685	1,350,073	1,486,015
Programs and Events (0126044)	895,598	887,490	878,514	1,086,543
Right of Way Maintenance (0026014)	185,914	249,479	240,606	289,400
Sermon Center (0126048)	250,974	295,100	257,700	304,400
Tourism Marketing and Promotions (0046061)	618,611	1,283,880	1,308,273	1,341,995
Tourism Sales and Services (0046064)	62,949	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Uptown Market (0126047)	30,591	62,500	57,890	32,750
Grants (0156050)	4,611	26,728	21,387	27,728
Capital Projects (059)	335,224	800,000	826,706	1,910,000
Grand Total	**10,307,999**	**13,176,863**	**12,328,695**	**14,905,989**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	1,419,346	1,851,783	1,547,538	1,859,696
Grants (015)	4,611	26,728	21,387	27,728
Park Improvements Fund (059)	335,224	800,000	826,706	1,910,000
Parks Health & Recreation Levy (007)	1,937,642	1,990,562	2,004,514	2,079,102
Parks Improvement Sales Tax (012)	5,187,504	6,341,712	5,805,137	6,814,200
Tourism (004)	1,432,893	2,166,078	2,123,413	2,215,263
Grand Total	**10,307,999**	**13,176,863**	**12,328,695**	**14,905,989**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	3,460,246	4,084,314	3,579,249	4,381,215
Benefits	1,742,663	2,303,053	2,397,178	2,401,293
Retiree Health Insurance	127,470	131,500	130,486	148,966
Internal Services	1,485,876	1,568,559	1,531,290	1,809,066
Professional Services	788,495	1,155,450	1,134,785	1,133,465
Equipment	101,396	556,190	423,620	610,000
Other Operating Expenses	2,277,536	2,577,797	2,305,381	2,511,984
Debt Service	4,092	0	0	0
Capital Transfers	320,224	800,000	826,706	1,910,000
Grand Total	**10,307,999**	**13,176,863**	**12,328,695**	**14,905,989**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Parks Administration (0076071)	**1,691,988**	**1,760,752**	**1,750,626**	**1,756,386**
Salaries	392,298	415,165	374,145	429,176
Benefits	364,417	407,757	425,732	403,646

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Retiree Health Insurance	113,202	115,000	115,000	129,816
Internal Services	754,180	756,931	756,931	725,873
Professional Services	36,265	32,000	33,000	34,000
Equipment	0	0	0	0
Other Operating Expenses	30,994	33,900	45,818	33,875
Debt Service	630	0	0	0
Aquatics (0126045)	**470,655**	**70,200**	**75,050**	**109,450**
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	314,511	0	0	0
Equipment	0	45,000	45,000	75,000
Other Operating Expenses	156,144	25,200	30,050	34,450
Athletic Fields and Courts (0126046)	**612,177**	**737,165**	**642,705**	**745,403**
Salaries	280,092	331,186	218,117	315,683
Benefits	144,785	172,100	191,133	173,287
Retiree Health Insurance	0	0	0	0
Internal Services	21,462	30,579	22,900	29,333
Professional Services	2,293	0	60	0
Equipment	0	0	0	0
Other Operating Expenses	163,545	203,300	210,495	227,100
Cemetery Maintenance (0076074)	**245,655**	**229,809**	**253,888**	**322,716**
Salaries	101,548	103,945	101,864	116,852
Benefits	73,316	87,752	106,544	101,696
Retiree Health Insurance	0	0	0	0
Internal Services	12,955	8,012	11,000	6,833
Professional Services	0	1,500	500	1,500
Equipment	36,532	0	0	62,500
Other Operating Expenses	21,303	28,600	33,980	33,335
Facilities Management (0026015)	**1,233,432**	**1,602,304**	**1,306,931**	**1,570,296**
Salaries	396,091	534,798	333,588	594,829
Benefits	214,029	331,056	410,683	332,636
Retiree Health	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Insurance				
Internal Services	78,342	74,301	50,000	101,423
Professional Services	75,229	1,000	2,160	2,000
Equipment	38	0	0	0
Other Operating Expenses	469,702	661,149	510,500	539,408
George Owens Nature Park (0126040)	**63,367**	**525,499**	**397,384**	**488,554**
Salaries	1,528	267,894	215,794	285,520
Benefits	0	135,109	96,304	106,151
Retiree Health Insurance	0	0	0	0
Internal Services	12,365	15,245	11,000	14,333
Professional Services	0	400	1,200	400
Equipment	0	25,000	0	0
Other Operating Expenses	49,474	81,850	73,086	82,150
Historic Sites (0046063)	**305,891**	**235,505**	**225,963**	**254,900**
Salaries	2,397	0	9,500	9,500
Benefits	1	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	86,614	0	0	0
Equipment	19,744	10,000	10,000	0
Other Operating Expenses	197,137	225,505	206,463	245,400
Museum Operations (0046062)	**445,441**	**646,693**	**589,177**	**618,368**
Salaries	279,196	282,103	269,588	284,020
Benefits	13,611	88,250	97,604	113,048
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	1,500	0	1,500
Equipment	0	0	0	0
Other Operating Expenses	152,004	274,840	221,985	219,800
Debt Service	630	0	0	0
Palmer Senior Adult Center (0126043)	**460,138**	**621,965**	**562,486**	**571,075**
Salaries	243,991	270,317	255,782	269,510
Benefits	60,041	84,636	89,229	82,132
Retiree Health Insurance	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Internal Services	2,671	4,012	3,000	3,833
Professional Services	16,375	23,500	21,000	17,500
Equipment	0	70,000	12,635	0
Other Operating Expenses	137,061	169,500	180,840	198,100
Debt Service	0	0	0	0
Park Facilities Maintenance and Security (0126041)	**1,213,622**	**1,744,109**	**1,583,336**	**1,990,010**
Salaries	415,300	448,687	413,817	470,529
Benefits	198,023	219,592	236,927	253,904
Retiree Health Insurance	0	0	0	0
Internal Services	228,714	320,640	321,949	555,727
Professional Services	83,796	15,000	0	0
Equipment	48,983	343,990	288,990	381,000
Other Operating Expenses	238,807	396,200	321,653	328,850
Parks and Grounds Maintenance (0126049)	**1,190,381**	**1,397,685**	**1,350,073**	**1,486,015**
Salaries	719,855	808,060	735,414	859,737
Benefits	332,589	448,521	464,899	487,945
Retiree Health Insurance	0	0	0	0
Internal Services	87,476	101,203	95,500	89,333
Professional Services	0	0	0	0
Equipment	0	6,200	10,995	0
Other Operating Expenses	50,461	33,700	43,265	49,000
Programs and Events (0126044)	**895,598**	**887,490**	**878,514**	**1,086,543**
Salaries	495,000	509,878	533,351	594,019
Benefits	287,613	242,272	225,056	275,639
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	10	0
Professional Services	77,609	62,550	55,000	56,715
Equipment	0	0	0	80,000
Other Operating Expenses	32,545	72,790	65,097	80,170
Debt Service	2,832	0	0	0
Right of Way Maintenance (0026014)	**185,914**	**249,479**	**240,606**	**289,400**
Salaries	97,633	102,281	108,289	141,840
Benefits	26,724	73,007	40,067	63,209
Retiree Health	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Insurance				
Internal Services	23,710	26,556	28,000	24,166
Professional Services	0	1,000	1,000	1,000
Equipment	0	11,000	11,000	11,500
Other Operating Expenses	37,847	35,635	52,250	47,685
Sermon Center (0126048)	**250,974**	**295,100**	**257,700**	**304,400**
Salaries	476	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	0	15,000	15,000	0
Other Operating Expenses	250,498	280,100	242,700	304,400
Debt Service	0	0	0	0
Tourism Marketing and Promotions (0046061)	**618,611**	**1,283,880**	**1,308,273**	**1,341,995**
Salaries	0	0	0	0
Benefits	12,972	13,000	13,000	8,000
Retiree Health Insurance	14,268	16,500	15,486	19,150
Internal Services	264,000	231,080	231,000	258,212
Professional Services	80,803	1,017,000	1,019,120	1,017,000
Equipment	0	0	0	0
Other Operating Expenses	246,569	6,300	29,667	39,633
Debt Service	0	0	0	0
Tourism Sales and Services (0046064)	**62,949**	**0**	**0**	**0**
Salaries	47,277	0	0	0
Benefits	14,298	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	1,374	0	0	0
Uptown Market (0126047)	**30,591**	**62,500**	**57,890**	**32,750**
Salaries	4,613	0	0	0
Benefits	247	0	0	0
Retiree Health Insurance	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Internal Services	0	0	0	0
Professional Services	0	0	1,745	1,850
Equipment	0	30,000	30,000	0
Other Operating Expenses	25,731	32,500	26,145	30,900
Debt Service	0	0	0	0
Grants (0156050)	**4,611**	**26,728**	**21,387**	**27,728**
Salaries	17,050	10,000	10,000	10,000
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	3,901	0	0	0
Other Operating Expenses	16,340	16,728	11,387	17,728
Capital Projects (059)	**335,224**	**800,000**	**826,706**	**1,910,000**
Professional Services	15,000	0	0	0
Equipment	0	0	0	0
Capital Transfers	320,224	800,000	826,706	1,910,000
Grand Total	**10,307,999**	**13,176,863**	**12,328,695**	**14,905,989**

Capital Projects (059)

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	320,224	800,000	826,706	1,910,000
Operating Expenses	15,000	0	0	0
Grand Total	**335,224**	**800,000**	**826,706**	**1,910,000**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Park Improvements Fund (059)	335,224	800,000	826,706	1,910,000
Tourism (004)	0	0	0	0
Grand Total	**335,224**	**800,000**	**826,706**	**1,910,000**

Capital Projects for FY 2026-27

Project Title	Amount
TMB Roof Replacement	550,000
Playground Revitalization	800,000
Replace Recreation Software	125,000
Toro 5900 Mower	170,000
Palmer Center Roof	115,000
George Asphalt Work	150,000
	1,910,000


Health & Animal Services
Director: Christina Heinen
Animal Shelter
Emergency Preparedness
Animal Services
Environmental Health
Health Service

Health & Animal Services

Health and Animal Services protects and promotes health and safety, prevents disease and injury, and prepares for the unexpected in the community through a variety of programs and services.

Programs

Animal Shelter

The Animal Shelter helps maintain a safe and welcoming community by taking a leadership role in promoting humane care for animals in the community, promoting spay and neuter initiatives to reduce pet overpopulation, reuniting pets with their families, and promoting efforts to increase pet retention.

Environmental Services

Environmental Services helps maintain a safe and welcoming community through enforcement of ordinances, education, and licensure food/drink establishments, retail grocery, child day care facilities, lodging, massage therapy, tattoo parlors, and commercial swimming pools/spas.

Health Services

Health Services helps maintain a safe and welcoming community through activities that protect the public from environmental hazards, prevent injury and disease, and promote healthy lifestyles. These goals are accomplished through health promotion, education, planning, and surveillance activities.

Animal Services

Animal Services helps maintain a safe and welcoming community by ensuring public health and safety, providing the highest quality service and compassion to the animals entrusted to our care, working to measurably reduce companion animal overpopulation, and taking a leadership role in promoting humane values for the benefit of all animals.

Strategic Plan Connection

A Safe, Welcoming Community

3.2 Health & Safety Action - Work with our partners to improve education, public awareness, and to coordinate programs concerning public health, animal welfare, emergency services, criminal justice, and important social services.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Provide responsive and effective adoption outreach and placement efforts: Ratio of animals taken in and adopted	0.54	0.67	0.65	Ratio: 66%
Provide responsive and effective adoption outreach and placement efforts: Average days spent in the shelter, Live Release Rate	Average LOS: 39.27 days; Live release rate: 93%	Average LOS: 40 days; Live release rate: 94%	Average LOS: 30 days; Live release rate: 95%	Average LOS: 30 days; Live release rate: 95%
Ensure safe establishments by providing regular health inspections: Number of Health inspections Conducted, Number of Critical and Non-Critical Health Violations	1,744 inspections; 554 critical violations; 738 non-critical violations	1,750 inspections; 600 critical violations; 750 non-critical violations	1,750 inspections; 600 critical violations; 750 non-critical violations	1,600 inspections; 500 critical violations; 700 non-critical
Promote public health through accessible immunization services: Number of vaccines administered	71 vaccine doses administered	350 vaccine doses administered	500 vaccine doses administered	500 vaccine doses administered

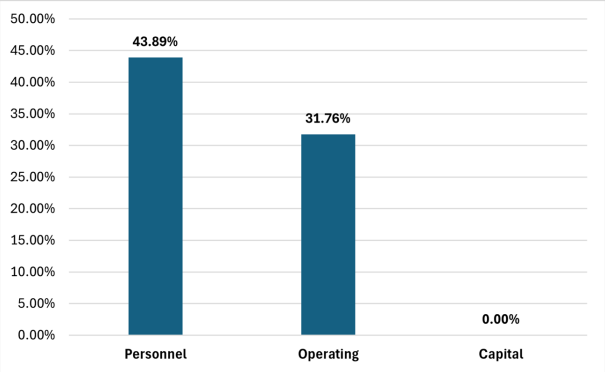
Accomplishments

At the animal shelter, we took in over 1,520 animals, donated over 4,800 pounds of pet food to the public, performed 158 TNR/Operation Litter Less surgeries, and logged over 9,500 volunteer hours.
Animal services officers handled over 4,400 calls, including over 1,400 calls for abuse and neglect.
Health services staff adminstered over 340 vaccine doses, distributed over 1,000 doses of Narcan to the community, and printed more than 2,500 birth certificates for citizens.
Environmental Services staff performed over 1,700 health inspections throughout the year and issued over 1,000 food handler cards.

Significant Budget & Operational Changes

During FY25-26, the Animal Services division transitioned from the Police Department back to the Health & Animal Services Department.

Percent Change, Adopted FY2026 to FY2027



Reasons for Change:

Personnel: ↑animal services transition from PD, COLA, retiree health, LAGERS, health insurance, shelter overtime|| **Operating:** ↑ animal services transition from PD, grant-funded expenditures, grant-funded software and epidemiology and lab improvements, and artificial turf for shelter|| **Capital:** ←→

Full-Time Equivalent Employees (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Health & Animal Services	29.51	29.90

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Services (0054705)	1,047,334	564,565	729,760	1,109,556
Animal Shelter (0104710)	908,285	1,139,559	1,022,752	1,140,711
Environmental Services (0054746)	470,807	516,713	448,500	491,646
Health Services (0054745, 0154750, 4755)	1,297,690	1,039,367	920,073	1,481,839
Emergency Preparedness (0024723)	0	0	0	368,788
Grand Total	**3,724,116**	**3,260,203**	**3,121,085**	**4,592,540**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Shelter Use Tax (010)	908,285	1,139,559	1,022,752	1,140,711

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	0	0	0	368,788
Grants (015)	1,115,092	888,193	852,057	1,299,326
Health & Animal Levy (005)	1,700,740	1,232,451	1,246,276	1,783,715
Grand Total	**3,724,116**	**3,260,203**	**3,121,085**	**4,592,540**

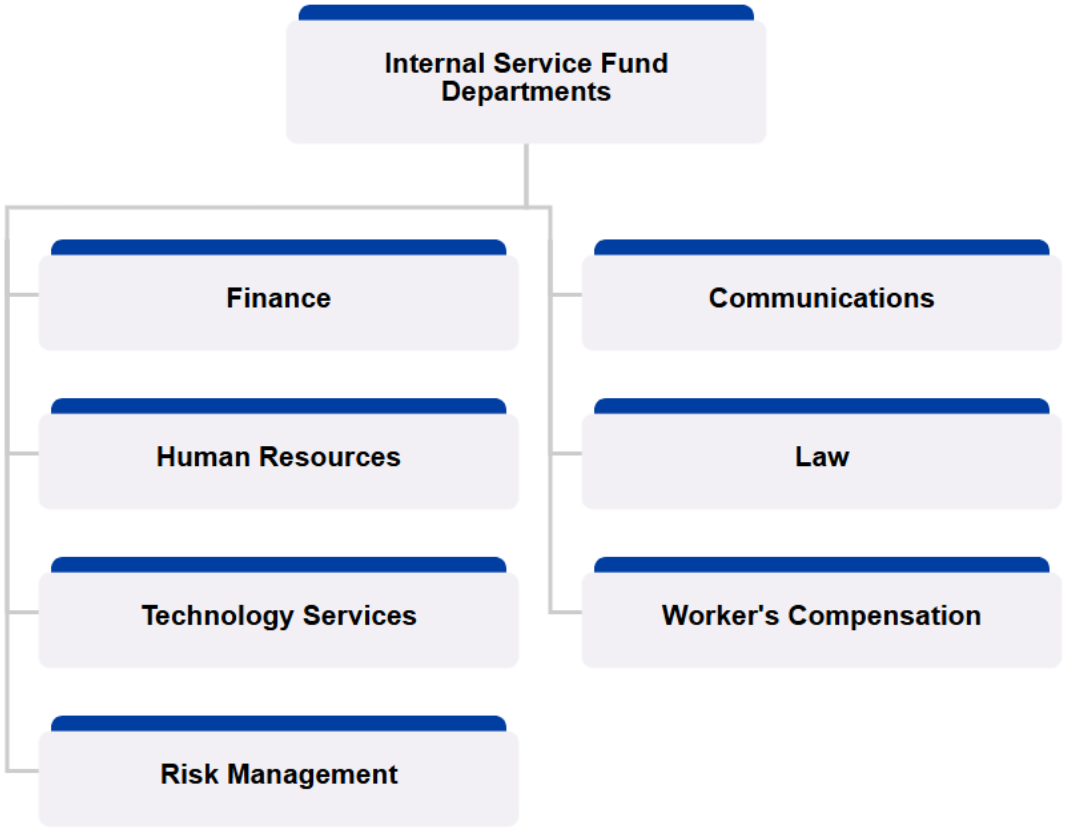
Department by Expenditure Category

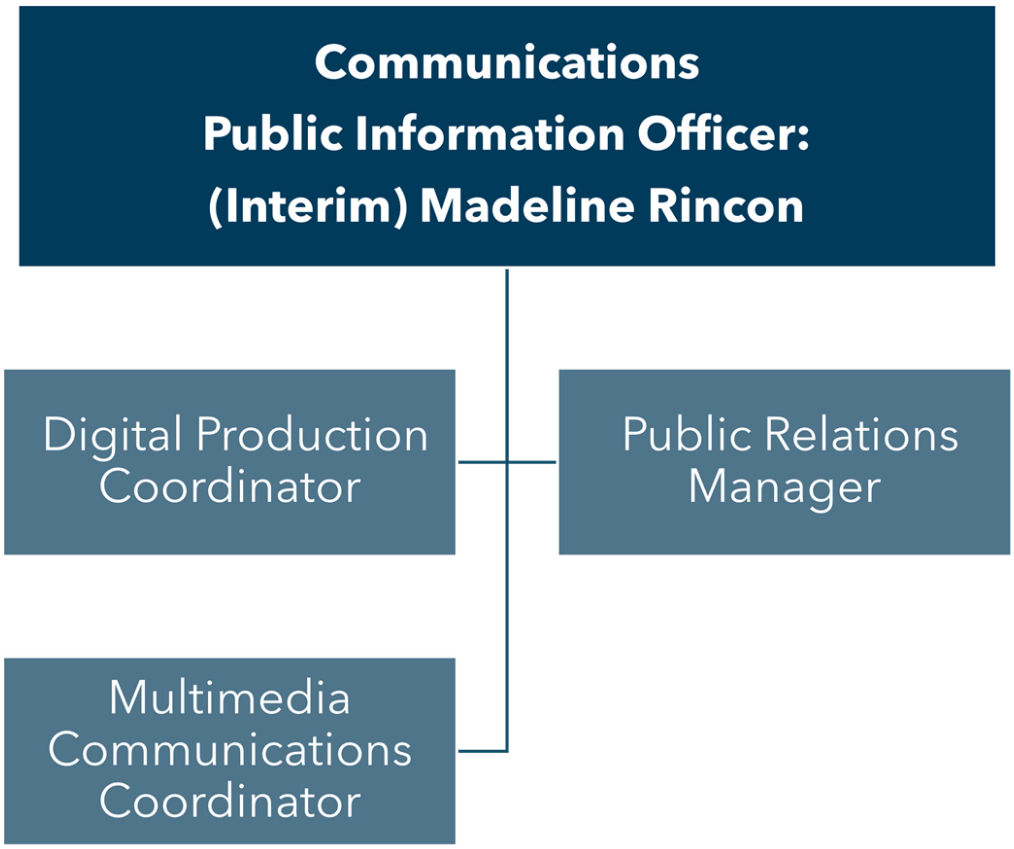
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	1,870,267	1,603,673	2,076,693	2,321,060
Benefits	827,030	800,126	305,303	1,129,088
Retiree Health Insurance	55,788	44,000	58,771	72,000
Internal Services	441,480	364,500	284,700	393,303
Professional Services	107,018	65,000	101,725	192,650
Equipment	18,886	98,460	0	98,460
Other Operating Expenses	402,798	284,444	293,893	385,980
Debt Service	847	0	0	0
Grand Total	**3,724,116**	**3,260,203**	**3,121,085**	**4,592,540**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Animal Services (0054705)	**1,047,334**	**564,565**	**729,760**	**1,109,556**
Salaries	418,980	0	142,200	276,629
Benefits	235,024	0	72,900	195,441
Retiree Health Insurance	0	0	0	0
Internal Services	230,744	164,130	189,200	188,216
Professional Services	14,598	65,000	100,000	100,000
Equipment	6,977	98,460	0	98,460
Other Operating Expenses	140,439	236,975	225,460	250,810
Debt Service	572	0	0	0
Animal Shelter (0104710)	**908,285**	**1,139,559**	**1,022,752**	**1,140,711**
Salaries	497,850	740,599	987,002	728,707
Benefits	188,430	398,960	500	314,204
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	75,287	0	0	60,000
Equipment	0	0	0	0
Other Operating Expenses	146,718	0	35,250	37,800

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Emergency Preparedness (0024723)	**0**	**0**	**0**	**368,788**
Salaries	0	0	0	166,337
Benefits	0	0	0	113,796
Internal Services	0	0	0	31,755
Professional Services	0	0	0	3,000
Other Operating Expenses	0	0	0	53,900
Environmental Services (0054746)	**470,807**	**516,713**	**448,500**	**491,646**
Salaries	244,591	282,606	353,700	268,800
Benefits	104,409	129,256	0	127,822
Retiree Health Insurance	0	0	0	0
Internal Services	98,566	93,460	90,500	88,924
Professional Services	711	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	22,254	11,391	4,300	6,100
Debt Service	276	0	0	0
Health Services (0054745, 0154750, 4755)	**1,297,690**	**1,039,367**	**920,073**	**1,481,839**
Salaries	708,846	580,469	593,791	880,587
Benefits	299,168	271,909	231,903	377,825
Retiree Health Insurance	55,788	44,000	58,771	72,000
Internal Services	112,170	106,910	5,000	84,408
Professional Services	16,422	0	1,725	29,650
Equipment	11,909	0	0	0
Other Operating Expenses	93,387	36,079	28,883	37,370
Debt Service	0	0	0	0
Grand Total	**3,724,116**	**3,260,203**	**3,121,085**	**4,592,540**


Internal Service Fund Departments
Finance
Human Resources
Technology Services
Risk Management
Communications
Law
Worker's Compensation


Communications
Public Information Officer:
(Interim) Madeline Rincon
Digital Production Coordinator
Public Relations Manager
Multimedia Communications Coordinator

Communications

The Communications Department serves the City of Independence by delivering clear, timely, and accessible information that connects our community. Through thoughtful dialogue, storytelling, and meaningful engagement, we promote transparency, strengthen trust, and support active civic participation.

Programs

Communications

Communications manages the City's centralized communication functions, including media relations, digital content, public information, and messaging coordination across departments. It enhances how the City delivers information by expanding communication channels, improving content accessibility, and supporting consistent outreach efforts.

Strategic Plan Connection

An Engaged Community

1.1 Outreach - Continue to strengthen and innovate in how we deliver information to the community and our partners.

1.2 Community Engagement - Broaden and deepen engagement of the community in city government, innovation methods for inviting input from the community and stakeholders.

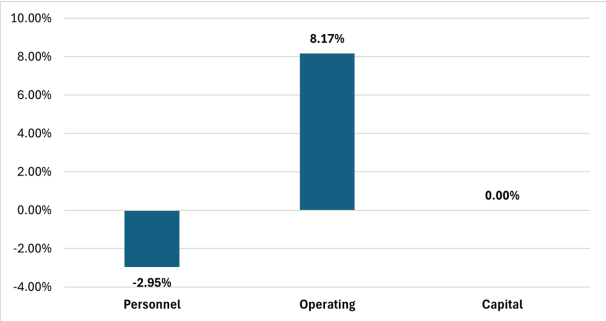
Accomplishments

150% increase in Media Coverage compared to FY2024-2025.
Grew social media audiences and engagement.
Streamlined Public Meeting Operations to avoid equipment costs ($71K-$105K) while preparing for expanded access in the new Municipal Commons building.
Supported the transition of visitor marketing to a dedicated Convention Visitors Bureau team for improved service to residents.
Improved accessibility across website, newsletters, and city documents.

Significant Budget & Operational Changes

No significant operational changes occurred in FY25-26, nor are they anticipated to occur in FY26-27. The department did face substantial cost increases for various softwares and pieces of equipment in FY25-26 but worked to find lower cost solutions.

Percent Change, Adopted FY2026 to Proposed FY 2027



Reasons for Change:

Personnel: ↓ anticipated personnel savings (LAGERS) from currently vacant positions|| **Operating:** ↑ Increase in software subscription costs|| **Capital:** ←→

Full-Time Equivalent Employee (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Communications	4.00	4.00

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Strengthen community engagement and expanding access to information by maintaining a social media presence across multiple platforms: Engagement Rate per Viewers (>2.5% while continuing to expand reach)	3%	2%	2%	Engagement Rate per Viewers (ERV) captures how effectively our content is connecting with the community relative to how many people saw it, filtering out artificial inflation from algorithmic reach changes or population growth. *Slight variation in Year over Year metric because Meta has changed its former 'Reach' metric to 'Viewers'.
Support inclusive decision making by increasing resident interaction with city information and opportunities for public input: Newsletter clickrate (Target: >4% click rate)	2.3% click rate	2.8% click rate	3.0% click rate	Click rate demonstrates how many residents actually used our city newsletter to reach city services, announcements, and resources. While social media often reflects passive exposure or

				conversation, newsletter click rate captures deliberate action and information access.

Department Program

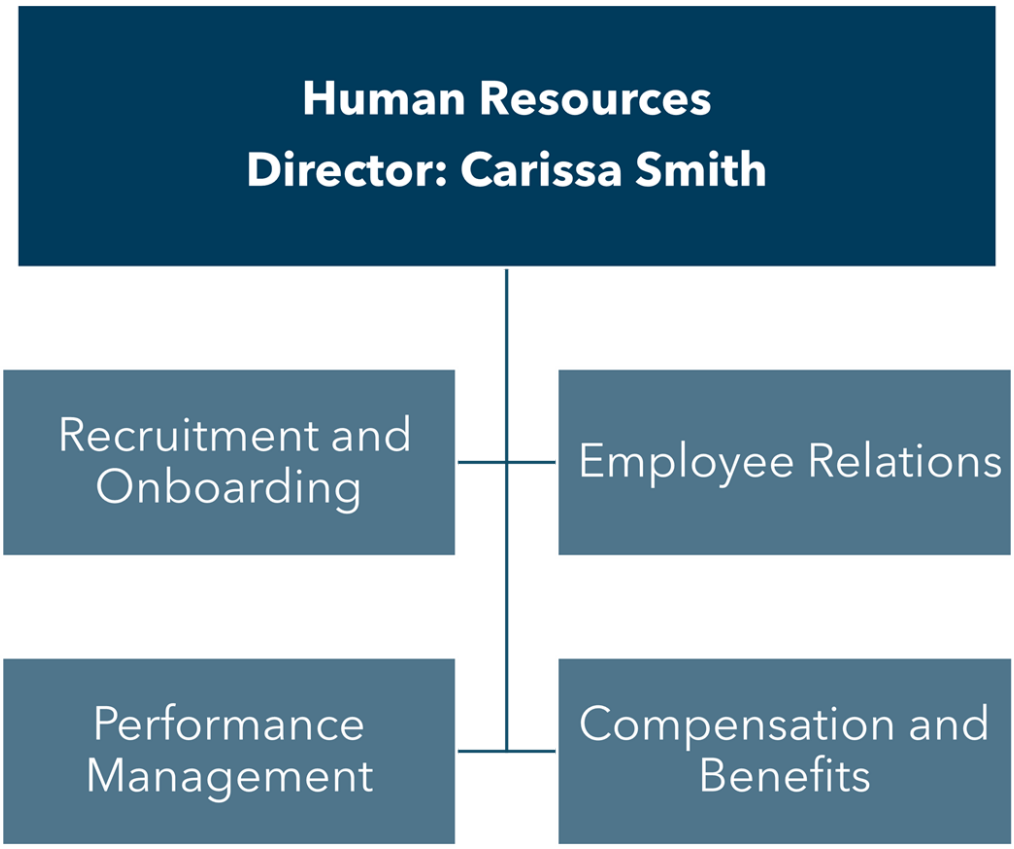
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Communications (4022)	364,498	518,480	436,348	508,610

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)	364,498	518,480	436,348	506,610
General (002)	0	0	0	2,000
Grand Total	**364,498**	**518,480**	**436,348**	**508,610**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	253,458	332,158	287,000	314,659
Benefits	79,924	137,442	101,860	141,077
Retiree Health Insurance	0	0	0	0
Internal Services	2,800	11,130	11,130	13,619
Professional Services	115	0	9,000	0
Equipment	0	0	0	0
Other Operating Expenses	28,200	37,750	27,358	39,255
Debt Service	0	0	0	0
Grand Total	**364,498**	**518,480**	**436,348**	**508,610**


Human Resources
Director: Carissa Smith
Recruitment and Onboarding
Employee Relations
Performance Management
Compensation and Benefits

Human Resources

In collaboration with City departments, the Human Resources department's focus is people. This focus guides our approach to hiring, developing and retaining the City's employees through strving to deliver equitable and innovative services that help promote a postive employee experience and workplace culture where staff can grow and succeed while providing exceptional services to the community.

Programs

Talent

Recruiting- Human Resources facilitates and oversees the recruiting process for all City departments including posting open positions, sending offer letters, scheduling pre-hire testing, and processing new hires through the payroll system.

Onboarding- Human Resources oversees the technology-enabled onboarding process for all new hires to ensure compliance with City, payroll and legal requirements

Employee Wellbeing

Wellness Initiatives- Human Resources partners with our benefits vendors to develop and implement employee centric wellness initiatives including financial planning services, on-site counseling, employee assistance program (EAP) and engaging wellness activities throughout the year.

Benefits- Human Resources has regular weekly, monthly, quarterly and annual review meetings with the City's benefits vendors to address program performance, benefit offerings, discuss program strengths and identify areas for improvement.

Compliance and Operational

Training- Human Resources facilitates and oversees quarterly supervisory training as well as ad-hoc employee training to enhance and increase skills and knowledge.

Policies and procedures- Human Resources regularly reviews policies and procedures and updates as necessary to ensure compliance with local, state, and federal laws as well as industry best practices.

Payroll compliance- Human Resources partners with our payroll system vendors to ensure compliance with labor laws as well as collective bargaining agreements.

Strategic Plan Connection

A High-Performance Organization

6.3 Best Practices, Creativity, and Foresight - Utilize best practices, innovative approaches, and constantly anticipate new directions and changes relevant to the governance of the City. Be adaptable and flexible with an outward focus on the customer and an external understanding of the issues as others may see them.

6.2 Employee Excellence - Recruit, retain and value a diverse, well-trained, qualified, and motivated team capable of delivering superior performance. Be accountable and expect accountability from others. Make demonstrated use of good judgement a part of the evaluation process.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Ensure a representative from HR is in attendance at all pre-disciplinary hearings to ensure the hearing process is fair, consistent and follows policy and procedures. This mitigates risk related to the disciplinary process. *(Metrics unavailable prior to Feb 2024)	85%*	98%	99%	95%
Quarterly supervisory and/or employee training as a focus on continuing and maintaining knowledge and engagement.	25%	50%	75%	75%

Accomplishments

Achieved regulatory compliance with mandatory FMCSA/DOT reporting requirements, mitigating legal and financial risk.

Focused on leaderhsip development through revitalized quarterly supervisory training, utilizing targeted curriculum to address specific needs and leadership gaps.

Successfully transitioned Leave Administration from CBIZ, in-house, yielding an annual cost savings of approximately $30,000.

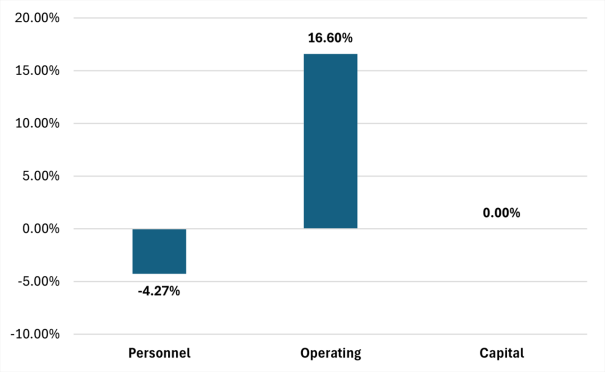
Updated critical policies, including Workplace Violence and Sexual Harassment, to ensure alignment with current legal standards and workplace safety.

Developed and implemented standardized Timekeeping policy, to improve administrative accuracy and accountability.

Significant Budget & Operational Changes

In FY25-26, the department experienced growth through added HR Generalist positions and an Administrative Assistant position allowing us to better partner with and support the City's departments. An increase in operating budget is planned for FY26-27 primarily to account for increased software costs and growing need and cost associated with employee screening and testing. Additionally, HR's FY26-27 budget includes a new position, a Learning and Development Specialist, to focus on learning, training, and development for all staff in the city.

Percent Change, Adopted FY2026 to FY2027



Reasons for Change:

Personnel: ↓position reclassifications and salary cost savings|| **Operating:** ↑increased software costs, employee testing and screening costs, other misc. operating expenses|| **Capital:** ←→

Full-Time Equivalent Employees (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Human Resources	10.00	11.00

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Human Resources (0954230)	1,377,734	2,072,740	1,612,304	2,162,003

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)	1,377,734	2,072,740	1,612,304	2,162,003

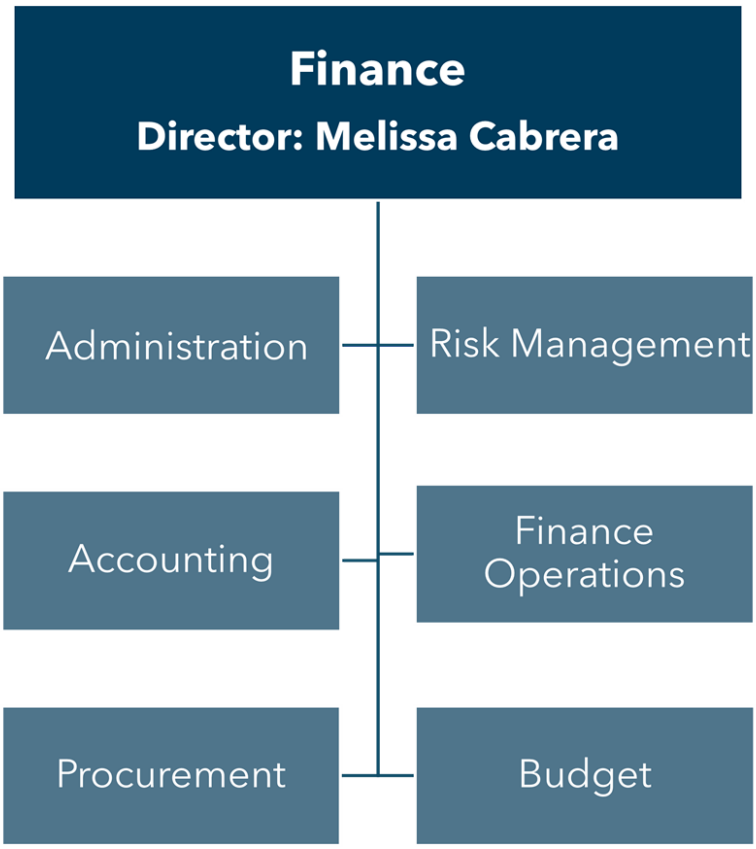
Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	780,798	906,259	904,167	889,606
Benefits	416,627	477,343	403,170	468,881
Retiree Health Insurance	0	0	0	0
Internal Services	5,605	24,370	23,290	31,011
Professional Services	136,337	208,700	229,415	293,200
Equipment	79	0	0	0
Other Operating Expenses	38,288	456,069	52,262	479,305
Debt Service	0	0	0	0
Grand Total	**1,377,734**	**2,072,740**	**1,612,304**	**2,162,003**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Human Resources (0954230)	**1,377,734**	**2,072,740**	**1,612,304**	**2,162,003**
Salaries	780,798	906,259	904,167	889,606
Benefits	416,627	477,343	403,170	468,881
Retiree Health Insurance	0	0	0	0
Internal Services	5,605	24,370	23,290	31,011
Professional Services	136,337	208,700	229,415	293,200
Equipment	79	0	0	0
Other Operating Expenses	38,288	456,069	52,262	479,305
Debt Service	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Grand Total	1,377,734	2,072,740	1,612,304	2,162,003


Finance
Director: Melissa Cabrera
Administration
Risk Management
Accounting
Finance Operations
Procurement
Budget

Finance

The Finance Department ensures the City's financial health by responsibly managing resources, fostering innovation and efficiency in service delivery, and leading with integrity and collaboration to meet both the challenges of today and the opportunities of tomorrow.

Programs

Finance Administration

The Finance Administration Division supports the City of Independence's strategic priorities by advancing fiscal sustainability, transparent governance, and organizational excellence in alignment with City Council goals. Through oversight of financial operations, internal controls, contract administration, risk management and workers' compensation, the Division ensures responsible stewardship of public resources while strengthening efficiency, compliance and risk mitigation across the organization. The Division promotes data-informed decision-making and supports sustainable investment in infrastructure, public services, and overall community quality of life.

Budget

The Budget Division supports the City's strategic priorities by advancing fiscal sustainability, transparency and accountability in alignment with City Council goals. Distinct from the Administration Division and oversight functions, the Division focuses specifically on coordinating the development, adoption, and ongoing monitoring of the City's operating and capital budgets. It provides data-driven analysis, forecasts, and recommendations that guide resource allocation decisions and ensure alignment between available revenues and organizational priorities. Through collaboration with all departments, the Budget Division strengthens strategic planning, enhances financial decision-making, and supports the effective delivery and long-term investment in the community's infrastructure and quality of life.

Accounting

The Accounting Division supports the City's strategic priorities by ensuring accurate financial reporting, strong internal controls, and compliance with applicable standards in alignment with City Council goals. The division is responsible for matinaining the city's general ledger, grant oversight, and preparing the Annual Comprehensive Financial Report (ACFR). Through timely reporting, reconciliation, and financial oversight, the Division provides reliable information the supports transparency, audit readiness and informed decision-making. The work strengthens the integrity of the City's financial records while supporting efficient operations and long-term fiscal sustainability.

Finance Operations

The Finance Operations Division supports the City's strategic priorities by ensuring effective cash management, revenue collection, and debt administration. The Division is responsible for treasury functions, including cash handling, investment oversight, and liquidity management to safeguard public funds and optimize returns. It also manages the City's debt portfolio, coordinating bond issuances, repayments, and compliance to support long-term finciancial sustainability. In addition, the Division oversees accounts receivable functions, ensuring timely and accurate billing, collection, and reconciliation of revenues. Through these core services, the Division enhances cash flow management, strengthens financial sustainability and supports efficient service delivery across the organization.

Procurement

The Procurement Division is responsible for managing the procurement of goods and services, overseeing competitive bidding processes, and ensuring compliance with purchasing policies and regulatory requirements. It works collaboratively with all departments to secure high-quality goods and services at the best value while maintaining fairness and integrity in the procurement process. Through effective contract administration and vendor management, the Division helps mitigate risk, control costs, and support the timely delivery of services and capital projects that enhance the community's quality of life.

Workers' Compensation (092)

The Workers' Compensation Fund supports the City's self-insurance strategy by funding workers compensation claims and injuries through departmental allocations, allowing the City to maintain excess coverage and effective claims management. The program supports safe return-to-work initiatives and manages related legal and claims administration.

Risk Management (093)

The Risk Management Fund/Program supports the City's self-insurance strategy by funding liability and property risks and helping stabilize costs across departments. It is supported through department allocations and investment earnings and provides coverage for general liability, auto liability, property, law enforcement, excess/umbrella insurance and several other small insurance policies.

Strategic Plan Connection

A Financially Sustainable Organization

5.1 Control Long-Term Costs - Ensure City finances are stable and sustainable.

5.2 Capture Sustainable Sources of Funding - Obtain permanent, viable funding for City services.

5.3 Financial Planning and Reporting - Identify and update policies, procedures, and systems to ensure transparent and efficient financial information.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
5.1 Control Long-Term Costs - Ensure City finances are stable and	AA	A	A	Maintain the City's financial stability and credibility through sound fiscal management and planning: City

sustainable.				Bond rating maintained or improved by major credit rating agencies (Target: Maintain at least an AA rating)
5.2 Capture Sustainable Sources of Funding - Obtain permanent, viable funding for City services.	less than or equal to 16%	17.78%	16.77%	Maintain General Fund Required Fund Balance
5.3 Financial Planning and Reporting - Identify and update policies, procedures, and systems to ensure transparent and efficient financial information: Number of Audit Findings	0	0	0	Number of Audit Findings: 0

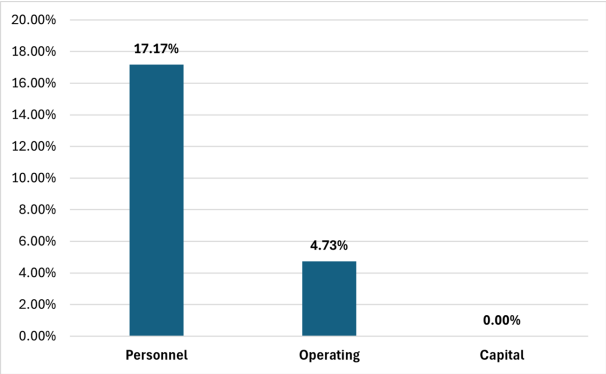
Accomplishments

Over the past year, the Finance Department achieved several significant accomlishments that strengthened fiscal management, transparency, and system integration across the City. The City successfully issued $29 million in General Obligation bonds and received a clean audit with no findings, reflecting strong financial stewardship and compliance. Operationally, the department improved budgeting and forecasting capabilities through re-integration of salary budget projections into the City's financial software and the merger of Dayforce employee data into Munis to enhance accuracy in budget planning. The Department also implemented new budget book software, with implementation underway for the ACFR to further improve financial reporting and transparency. In addition, automation of daily billing and receipt improts from the CIS utility billing system into the City's financial software streamlined financial processes and improved efficiency and data reliability.

Significant Budget & Operational Changes

Significant budgetary and operational changes in FY26-27 include the addition of four full-time equivalent (FTE) positions to support expanded services and improve operational efficiency. These positions include an Accounting Manager to oversee treasury, investment, and debt functions; an Accountant I responsible for publicly held assets and grants; a Procurement Specialist II supporting utility operations; and a Budget Analyst I to assist with budget development and analysis. This increase in personnel brings staffing levels more in line with peer cities and enhances internal controls and service delivery.

Percent Change, Adopted FY 2026 to Adopted FY 2027



Reasons for Change:

Personnel: ↑safety positions in FY26 temporarily budgeted in 0954021 while determining safety program direction, finance personnel increased due to COLA and retiree health, costs associated with proposed positions|| **Operating:** ↑workers' comp, risk, and insurance, iron mountain storage for paper files, and mail copier lease, financial forecasting software increases, and equipment for personnel|| **Capital:** ←→

Full-Time Equivalent Employees (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Finance	17.00	21.00

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Finance Administration (0954201)	977,850	1,129,866	1,161,375	1,594,568
Accounting (0954210)	660,291	794,637	828,070	1,065,870
Budget (0954021)	199,942	633,311	290,732	486,848
Finance Operations (0954240)	409,987	575,032	446,070	689,464
Risk Management (093)	5,798,574	5,860,214	5,916,114	5,917,000
Treasury & Debt (0954212)	112,501	377,319	223,970	121,820
Workers' Compensation (092)	11,188,510	4,678,050	6,018,707	5,172,597
Grand Total	**19,347,655**	**14,048,429**	**14,885,038**	**15,048,167**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)	2,360,571	3,510,165	2,950,217	3,958,570
Risk Management Fund (093)	5,798,574	5,860,214	5,916,114	5,917,000

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Workers' Comp Fund (092)	11,188,510	4,678,050	6,018,707	5,172,597
Grand Total	**19,347,655**	**14,048,429**	**14,885,038**	**15,048,167**

Department by Expenditure Category

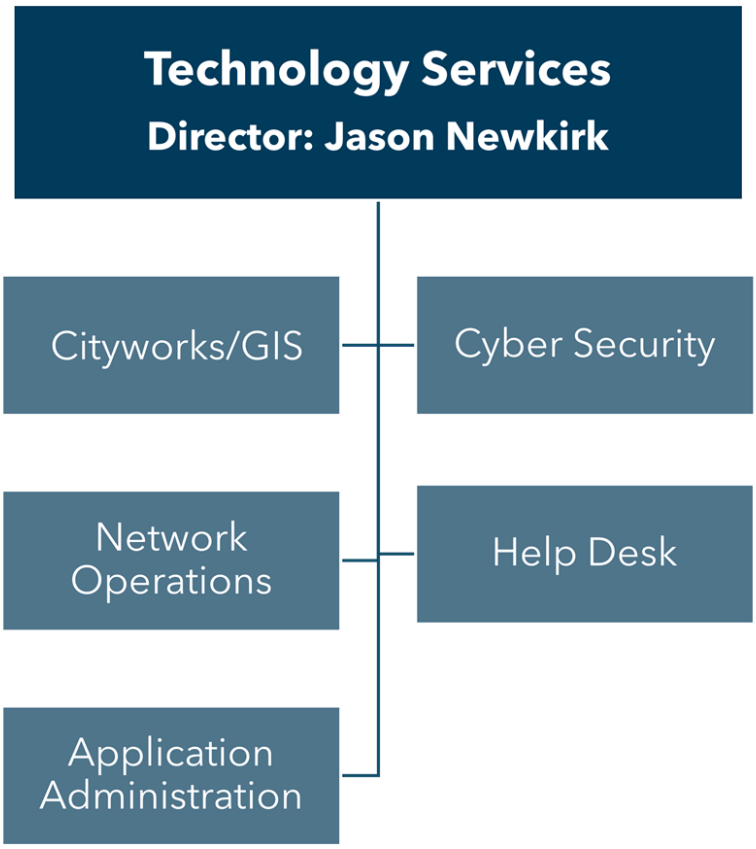
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	1,109,571	1,636,549	1,394,215	1,923,721
Benefits	519,329	797,995	654,082	995,200
Retiree Health Insurance	177,844	231,000	168,560	207,711
Internal Services	3,392,648	3,922,512	3,404,971	5,422,231
Professional Services	10,431,705	7,054,388	8,907,475	5,990,929
Equipment	96,591	165,000	179,000	196,910
Other Operating Expenses	3,619,601	240,985	176,735	311,465
Debt Service	366	0	0	0
Grand Total	**19,347,655**	**14,048,429**	**14,885,038**	**15,048,167**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Accounting (0954210)	**660,291**	**794,637**	**828,070**	**1,065,870**
Salaries	300,353	339,670	341,800	521,027
Benefits	128,829	170,352	169,900	262,139
Retiree Health Insurance	0	0	0	0
Internal Services	3,930	13,110	26,170	26,254
Professional Services	143,609	236,000	190,000	212,200
Equipment	0	0	0	0
Other Operating Expenses	83,610	35,505	100,200	44,250
Debt Service	40	0	0	0
Budget (0954021)	**199,942**	**633,311**	**290,732**	**486,848**
Salaries	116,412	404,545	186,600	277,280
Benefits	35,396	156,566	67,112	126,568
Retiree Health Insurance	305	0	0	0
Internal Services	9,089	0	0	4,500
Professional Services	935	0	0	0
Equipment	34,901	59,000	34,000	74,000
Other Operating Expenses	2,905	13,200	3,020	4,500
Debt Service	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Finance Administration (0954201)	**977,850**	**1,129,866**	**1,161,375**	**1,594,568**
Salaries	391,887	408,710	463,000	663,211
Benefits	185,242	221,866	229,100	339,796
Retiree Health Insurance	177,539	231,000	168,560	207,711
Internal Services	134,770	155,740	167,310	178,235
Professional Services	29,107	7,000	0	4,000
Equipment	43,690	88,000	125,000	102,910
Other Operating Expenses	15,209	17,550	8,405	98,705
Debt Service	406	0	0	0
Finance Operations (0954240)	**409,987**	**575,032**	**446,070**	**689,464**
Salaries	240,483	328,749	253,500	397,205
Benefits	123,163	175,894	141,900	232,434
Retiree Health Insurance	0	0	0	0
Internal Services	2,580	7,860	7,860	10,015
Equipment	0	0	0	0
Other Operating Expenses	43,761	62,530	42,810	49,810
Risk Management (093)	**5,798,574**	**5,860,214**	**5,916,114**	**5,917,000**
Salaries	1,199	6,413	0	6,639
Benefits	761	4,659	0	4,822
Retiree Health Insurance	0	0	0	0
Internal Services	2,592,732	2,935,657	2,594,635	4,545,914
Professional Services	87,826	2,826,985	3,321,479	1,273,125
Equipment	0	0	0	0
Other Operating Expenses	3,116,056	86,500	0	86,500
Treasury & Debt (0954212)	**112,501**	**377,319**	**223,970**	**121,820**
Salaries	58,038	142,049	142,800	51,720
Benefits	17,260	64,000	41,300	24,640
Retiree Health Insurance	0	0	0	0
Internal Services	0	3,570	3,570	3,760
Professional Services	1,149	130,000	0	0
Equipment	18,000	18,000	20,000	20,000
Other Operating Expenses	20,351	19,700	16,300	21,700
Debt Service	0	0	0	0
Workers' Compensation (092)	**11,188,510**	**4,678,050**	**6,018,707**	**5,172,597**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	1,199	6,413	6,515	6,639
Benefits	28,678	4,659	4,770	4,801
Internal Services	649,546	806,575	605,426	653,553
Professional Services	10,171,377	3,854,403	5,395,996	4,501,604
Equipment	0	0	0	0
Other Operating Expenses	337,710	6,000	6,000	6,000
Grand Total	**19,347,655**	**14,048,429**	**14,885,038**	**15,048,167**


Technology Services
Director: Jason Newkirk
Cityworks/GIS
Cyber Security
Network Operations
Help Desk
Application Administration

Technology Services

Technology Services provides innovative technology solutions within a secure and reliable environment and support City departments in delivering quality services to the community.

Programs

Technology Services

The Technology Services Department supports the City of Independence's strategic priorities by delivering secure, reliable, cost effective, and innovative technology solutions that enhance operational efficiency across the organization. The department also promotes effective data sharing among City departments, enabling stronger collaboration, informed decision making, and improved service delivery to the community.

Voice & Data Systems

The Voice & Data Systems program maintains the City's telephone, radio, and network connectivity infrastructure, ensuring reliable and secure communications across all departments. The program supports daily operations and public safety by providing modern, cost effective communication services and continuing the transition from the legacy phone system to a unified communications platform.

Strategic Plan Connection

An Engaged Community

1.1 Outreach - Continue to strengthen and innovate in how we deliver information to the community and our partners.
c - Complete an Audio/Visual needs assessment for City facilities and implement upgrades to meet current and future needs.

A Safe, Welcoming Community

3.1 Public Safety- Support high quality public safety programs, emergency preparedness, facilities, and leadership.

A Financially Sustainable Organization

5.1 Control Long-Term Costs - Ensure City finances are stable and sustainable.
c - Promote Standardization of Technology and Centralization of IT Functions to Make City Operations More Efficient and Cost-Effective.
d - Mature the City's Cyber-Security Practices to Improve Management of Cyber-Security Risks while Protecting Sensitive Information.

A High-Performance Organization

6.3 Best Practices, Creativity, and Foresight
b - System Integration. Identify key systems that if integrated would improve efficiency and effectiveness.

6.4 Performance Metrics
a - Develop Data Analysis Tools. Develop more sophisticated analytical tools to access, monitor, measure, and analyze data to inform decision making.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Provide 24/7 access to information on city services: Independencemo.gov availability	99.00%	99.90%	99.90%	99%

Accomplishments

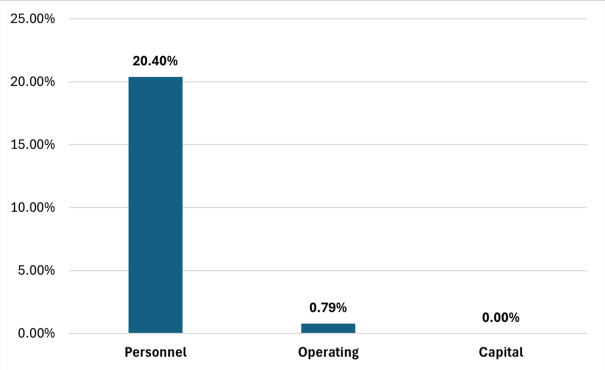
Deployed an always on VPN solution that enables secure, seamless connectivity for staff transitioning between work locations.
Established a standardized cybersecurity review process for all new software acquisitions to strengthen the City's security posture.
Deployed advanced audio visual systems for the Municipal Commons to support improved collaboration and broadcasting capabilities.
Implemented self service utility payment kiosks to expand public access and improve customer convenience.
Deployed modern network infrastructure across multiple new and renovated City facilities.
Expanded the online licensing and permitting portal to streamline processes and make it easier for residents and businesses to interact with the City.
Earned recognition as a 2025 Digital Cities Award winner for excellence and innovation in municipal technology.

Significant Budget & Operational Changes

In previous fiscal years, Tech Services has personnel and a small amount of operating expenditures in an additional org: GIS (0954058). This org has been consolidated into Technology Services (0954220) for FY26-27. The proposed budget also includes

funding for a Help Desk Supervisor position and a Cyber Security Supervisor position.

Percent Change, Adopted FY2026 to FY2027



Reasons for Change:

Personnel: ↑COLA, increase health insurance, employee compensation, costs associated with proposed positions|| **Operating:** ↑interfund charges|| **Capital:** ←→

Full-Time Equivalent Employees (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Technology Services	24.25	26.25

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Enterprise Resource Planning & GIS (0954058, 0954059)	1,490,757	1,776,825	1,552,068	739,341
Technology Services (0954220)	4,021,071	5,290,199	4,915,198	6,983,997
Voice and Data Systems (4221)	724,546	343,120	341,937	372,002
Grand Total	**6,236,374**	**7,410,144**	**6,809,203**	**8,095,340**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)	5,759,239	7,404,014	6,809,203	8,095,340
General (002)	477,135	6,130	0	0
Grand Total	**6,236,374**	**7,410,144**	**6,809,203**	**8,095,340**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	1,877,501	2,141,684	1,963,290	2,602,004
Benefits	845,902	1,056,486	924,392	1,248,440
Retiree Health Insurance	0	0	0	0
Internal Services	2,236,496	3,118,164	2,899,829	3,188,585
Professional Services	19,350	115,000	150,000	115,000
Equipment	8,693	10,000	42,372	10,000
Other Operating Expenses	1,103,159	968,810	829,320	931,310
Debt Service	145,273	0	0	0
Grand Total	**6,236,374**	**7,410,144**	**6,809,203**	**8,095,340**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Enterprise Resource Planning & GIS (0954058, 0954059)	**1,490,757**	**1,776,825**	**1,552,068**	**739,341**
Salaries	550,519	645,757	579,600	0
Benefits	279,657	351,788	303,300	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	15,280	6,668	5,341
Professional Services	19,350	15,000	50,000	15,000
Equipment	0	0	0	0
Other Operating Expenses	641,232	749,000	612,500	719,000
Debt Service	0	0	0	0
Technology Services (0954220)	**4,021,071**	**5,290,199**	**4,915,198**	**6,983,997**
Salaries	1,326,982	1,495,927	1,383,690	2,602,004
Benefits	566,245	704,698	621,092	1,248,440
Retiree Health Insurance	0	0	0	0
Internal Services	2,060,675	2,901,574	2,693,034	2,948,542
Professional Services	0	100,000	100,000	100,000
Equipment	8,693	10,000	42,372	10,000

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Other Operating Expenses	54,145	78,000	75,010	75,010
Debt Service	4,331	0	0	0
Voice and Data Systems (4221)	**724,546**	**343,120**	**341,937**	**372,002**
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	175,821	201,310	200,127	234,702
Professional Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	407,783	141,810	141,810	137,300
Debt Service	140,942	0	0	0
Grand Total	**6,236,374**	**7,410,144**	**6,809,203**	**8,095,340**

Law

Department Programs

	FY 2024-25 Actuals	FY2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Law (0954100, 0154150)	742,233	798,620	232,435	971,982

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
ERP Fund (095)	516,435	549,050	6,205	652,324
General (002)	197,874	219,138	197,230	288,486
Grants (015)	27,924	30,432	29,000	31,172
Grand Total	**742,233**	**798,620**	**232,435**	**971,982**

Department by Expenditure Category

	FY 24-25 Actuals	FY 25-26 Budget	FY 25-26 Estimated	FY 26-27 Proposed
Salaries	165,231	165,262	158,600	265,705
Benefits	58,079	62,928	60,730	133,330
Retiree Health Insurance	0	0	0	0
Internal Services	3,250	10,230	6,750	12,742
Professional Services	0	8,000	2,000	8,000
Equipment	0	0	0	0
Other Operating Expenses	515,673	552,200	4,355	552,205
Debt Service	0	0	0	0
Grand Total	**742,233**	**798,620**	**232,435**	**971,982**

Total Full-Time Equivalent Positions (FTE)

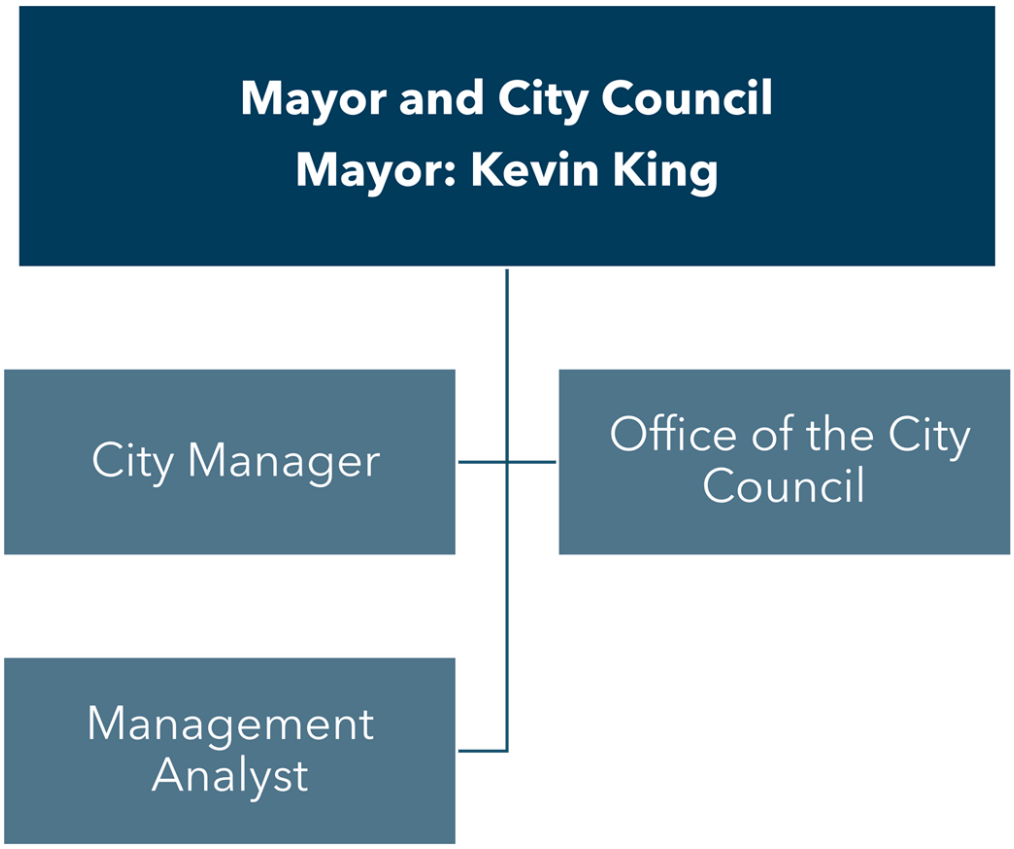
	FY 25-26 Adopted	FY 26-27 Proposed
Law (0954100, 0154150)	1.98	2.98

Program Mission

The mission of the Law division is to conduct and carry on all civil suits, actions, and proceedings; draft or review proposed City ordinances and amendments; and, prepare or officially approve as to form all contracts, deeds, bonds, and other documents.

Policy & Leadership




Mayor and City Council
Mayor: Kevin King
City Manager
Office of the City Council
Management Analyst

Offices of the Mayor and City Council

The mission of the Mayor and City Council is to work collaboratively to enact legislation that protects the health, peace, property, and general welfare of the citizens of Independence. As outlined in the City Charter, the Mayor serves as the presiding officer of the City Council and, together with the council members, is responsible for adopting laws and making appointments to various advisory boards and commissions. The City Council is composed of four members elected by district and two members elected at-large by all voters in Independence.

Programs

Mayor and Council

The Mayor and City Council function as the legislative and policy-making body of the City of Independence. Responsibilities include adopting ordinances and resolutions, approving the annual budget, setting strategic priorities, and providing oversight of City operations. The Mayor presides over Council meetings and represents the City in official capacities. The Council also appoints members to boards and commissions and works collaboratively with the City Manager to ensure effective service delivery and advancement of community goals.

Strategic Plan Connection

The Mayor and City Council establish the City's strategic goals and priorities, providing policies that departments align with and implement through their operations and services.

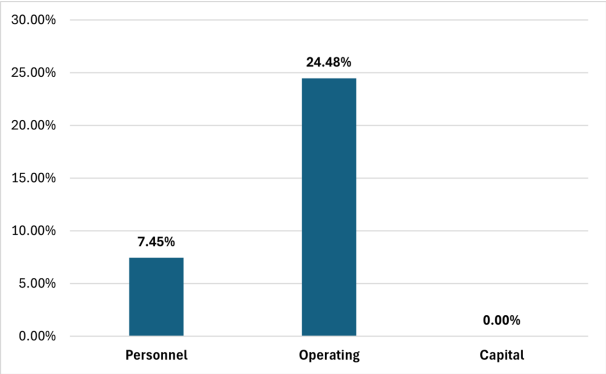
Accomplishments

Provided policy leadership and governance oversight to advance City Council priorities, including adoption of the annual budget, support for economic development initiatives, and investment in critical infrastructure and community services.

Significant Budget & Operational Changes

No significant budget or operational changes.

Percent Change, Adopted FY2026 to Proposed FY 2027



Reasons for Change:

Personnel: ↑ Increase due to COLA, health insurance, retiree health, and auto allowance, additional position|| **Operating:** ↑ increased insurance and risk, interfund, commmunication services charges, and anticipated computer purchases|| **Capital:** ←→

Full-Time Equivalent Employee (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Offices of the Mayor and City Council	9.00	9.00

Performance Measures

The Mayor and City Council establish policy direction that guides the development of key performance indicators aligned with strategic priorities.

Department Program

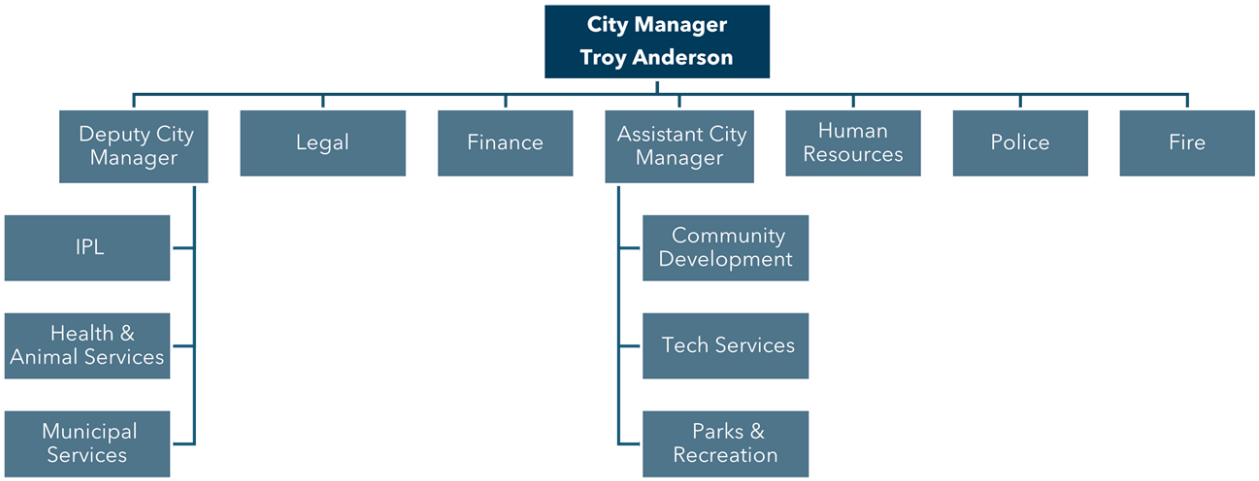
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Mayor and City Council (4002)	782,656	959,656	923,419	1,096,903

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	780,256	959,656	923,419	1,096,903
Grants (015)	2,400	0	0	0
Grand Total	**782,656**	**959,656**	**923,419**	**1,096,903**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	335,965	321,059	321,039	359,247
Benefits	202,858	233,707	201,815	238,034
Retiree Health Insurance	14,268	18,700	15,275	18,889
Internal Services	183,180	331,290	331,100	416,628
Professional Services	7,930	7,000	4,000	7,000
Equipment	0	2,500	1,685	11,700
Other Operating Expenses	37,606	45,400	48,505	45,405
Debt Service	849	0	0	0
Grand Total	**782,656**	**959,656**	**923,419**	**1,096,903**


City Manager
Troy Anderson
Deputy City Manager
Legal
Finance
Assistant City Manager
Human Resources
Police
Fire
IPL
Health & Animal Services
Municipal Services
Community Development
Tech Services
Parks & Recreation

Office of the City Manager

The mission of the City Manager is to serve as the Chief Administrative Officer of the City government so that Mayor and City Council-directed policies are implemented and city services are delivered efficiently and effectively.

Programs

City Manager

The City Manager's Office provides executive leadership and administrative oversight for City operations, ensuring implementation of policies established by the Mayor and City Council. The office directs daily activities, coordinates departmental services, and oversees strategic initiatives to support efficient and effective service delivery.

City Clerk

The City Clerk manages and records the official proceedings of the City of Independence so that the official business of the City is duly recorded and maintained.

Strategic Plan Connection

An Engaged Community

6.4 Performance Metrics - Utilize key performance and cost measures to monitor, track and improve the planning and delivery of City programs and services and to promote greater accountability, effectiveness, and efficiency.

An Engaged Community

1.1 Outreach - Continue to strengthen and innovate in how we deliver information to the community and our partners
1.2 Community Engagement - Broaden and deepen engagement of the community in city government, innovation methods for inviting input from the community and stakeholders.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Maintain the City's financial stability and credibility through sound fiscal management and planning: City Bond rating maintained or improved by major credit rating agencies	AA	A	A	Maintain at least an AA rating
Continue to promote transparency and accountability by responding promptly to public information requests: Sunshine requests fulfilled	1036	1110	1250	3 business days from acknowledgement by the City Clerk
Support civic engagement by coordinating and documenting official public meetings: Number of City Council Meetings	261	270	270	100%

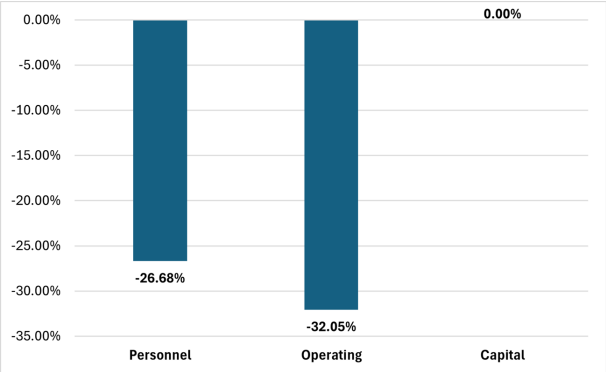
Accomplishments

The City Manager directs and guides departmental operations to support the City's goals.

Significant Budget & Operational Changes

During FY2025-26, the City Manager's Office experienced significant leadership transitions, including the departure of two employees. Separation-related payouts associated with these departures resulted in significant budgetary impacts for the department. A new City Manager has since assumed leadership, and personnel expenditures will stabilize as organizational transitions are completed. No signficant budget or operational changes are anticipated for FY2026-27.

Percent Change, Adopted FY2026 to FY2027



Reasons for Change:

Personnel: ↓removal of one unfilled position|| **Operating:** ↓ Elimination of citywide interfund charges between General Fund departments per auditor guiadance (offset by revenue reduction)|| **Capital:**←→

Full-Time Equivalent Employees (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Office of the City Manager	9.50	4.50

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
City Clerk (4012)	425,203	395,002	588,917	405,285
City Manager (4021)	1,115,361	1,101,117	1,204,947	887,414
Emergency Preparedness (4023)	367,225	304,587	175,600	0
Grand Total	**1,907,788**	**1,800,706**	**1,969,464**	**1,292,699**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	1,799,147	1,800,706	1,960,834	1,292,699
Grants (015)	108,642	0	8,630	0
Grand Total	**1,907,788**	**1,800,706**	**1,969,464**	**1,292,699**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	932,876	823,108	899,008	606,158

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Benefits	325,525	366,757	297,802	222,241
Retiree Health Insurance	86,452	96,800	93,639	115,028
Internal Services	157,523	203,844	191,280	90,871
Professional Services	259,587	213,000	413,215	210,000
Equipment	1,807	4,721	3,500	4,721
Other Operating Expenses	143,290	92,475	71,020	43,680
Debt Service	728	0	0	0
Grand Total	**1,907,788**	**1,800,706**	**1,969,464**	**1,292,699**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
City Clerk (4012)	**425,203**	**395,002**	**588,917**	**405,285**
Salaries	91,862	94,783	95,323	98,169
Benefits	49,641	59,439	56,583	53,239
Retiree Health Insurance	27,310	30,800	29,486	36,461
Internal Services	14,000	12,480	12,480	14,816
Professional Services	238,659	185,000	388,000	185,000
Equipment	0	0	0	0
Other Operating Expenses	3,306	12,500	7,045	17,600
Debt Service	425	0	0	0
City Manager (4021)	**1,115,361**	**1,101,117**	**1,204,947**	**887,414**
Salaries	670,455	585,347	723,685	507,989
Benefits	216,982	235,054	206,649	169,002
Retiree Health Insurance	59,142	66,000	64,153	78,567
Internal Services	115,540	158,920	158,000	76,055
Professional Services	13,275	25,000	25,000	25,000
Equipment	808	4,721	3,500	4,721
Other Operating Expenses	38,855	26,075	23,960	26,080
Debt Service	303	0	0	0
Emergency Preparedness (4023)	**367,225**	**304,587**	**175,600**	**0**
Salaries	170,558	142,978	80,000	0
Benefits	58,902	72,265	34,570	0
Retiree Health Insurance	0	0	0	0
Internal Services	27,983	32,444	20,800	0
Professional Services	7,653	3,000	215	0
Equipment	999	0	0	0

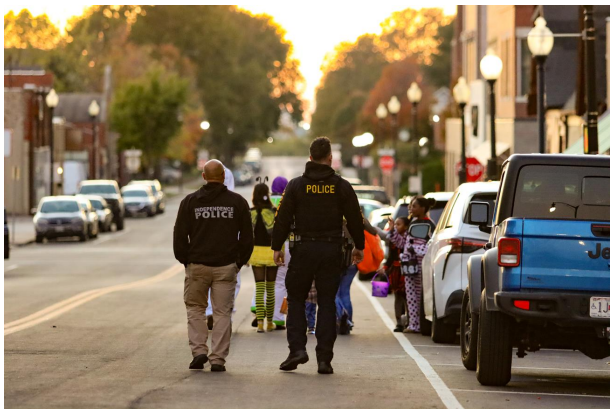
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Other Operating Expenses	101,129	53,900	40,015	0
Grand Total	**1,907,788**	**1,800,706**	**1,969,464**	**1,292,699**

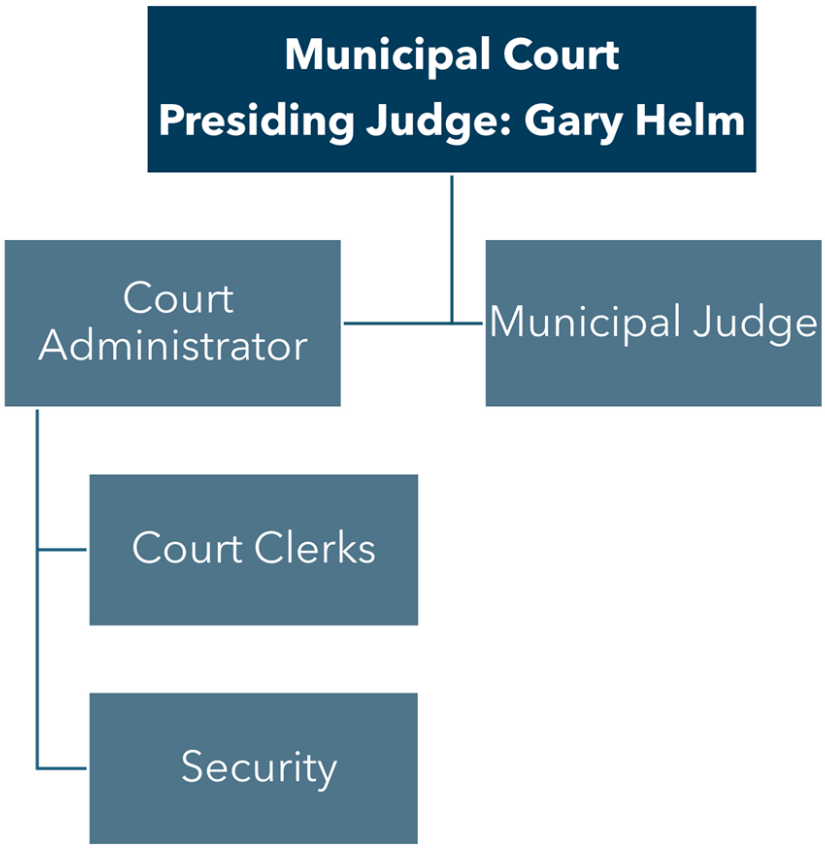
Public Safety










Municipal Court
Presiding Judge: Gary Helm
Court Administrator
Municipal Judge
Court Clerks
Security

Municipal Court

Municipal Court is committed to administering justice fairly, impartially, and efficiently in accordance with the law. We strive to protect individual rights, uphold due process, and ensure equal access to justice for all. Through professionalism, integrity, and respect, we serve our community and promote public trust and confidence in the judicial system.

Programs

Municipal Court

Independence Municipal Court offers a mental health court diversion program, which is a specialized court initiative designed to redirect individuals with serious mental health conditions away from traditional prosecution and into supervised treatment programs.

Strategic Plan Connection

A Safe, Welcoming Community

To be a trusted, innovative, and community-centered court that promotes accountability, public safety, and equal access to justice.

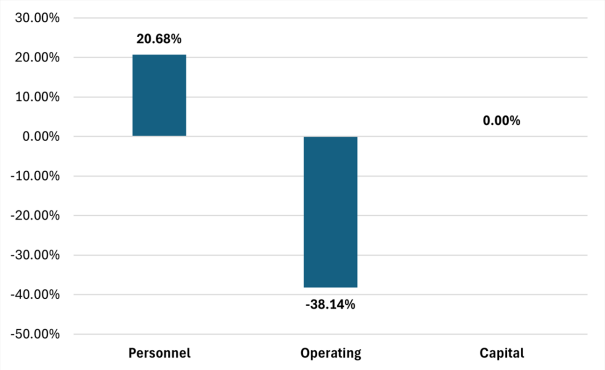
Accomplishments

Department Accomplishments not available at time of publication.

Significant Budget & Operational Changes

No significant budget and operational changes.

Percent Change, Adopted FY2026 to Proposed FY 2027



Reasons for Change:

Personnel: ↑ COLA, LAGERS, health insurance increase|| **Operating:** ↓ Elimination of citywide interfund charges between General Fund departments per auditor guidance (offset by revenue reduction)|| **Capital:** ←→

Full-Time Equivalent Employee (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Municipal Court	11.00	12.61

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Performance Measures Under Development				

Department Program

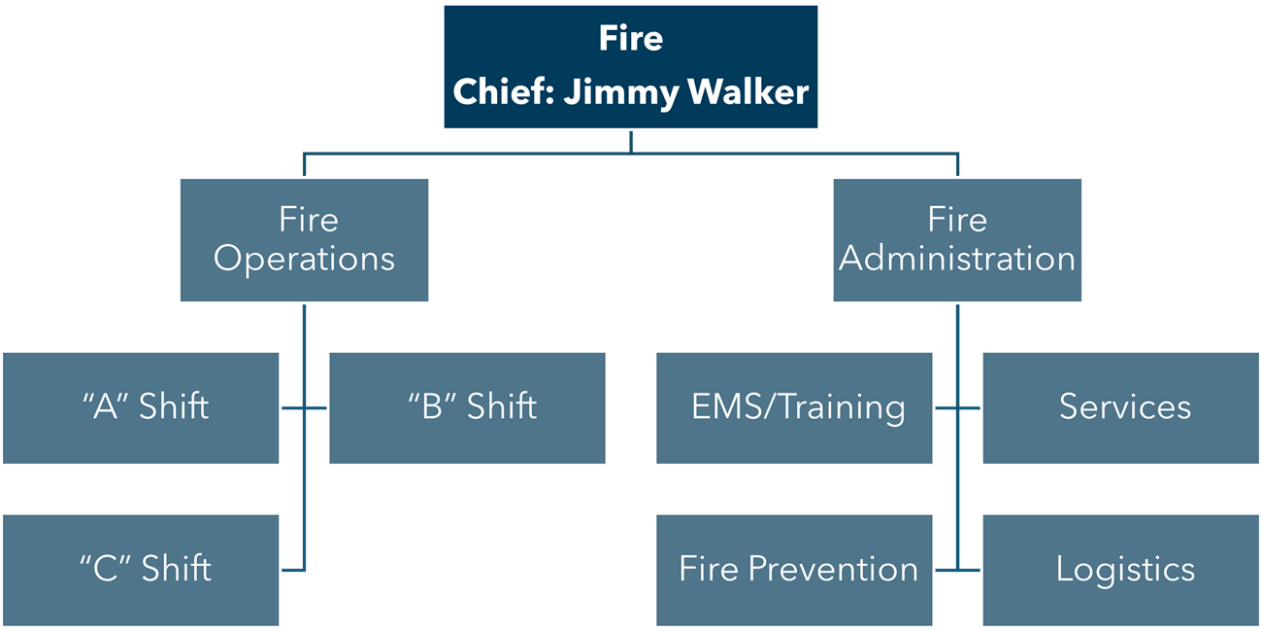
	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Municipal Court (4090)	1,276,060	1,491,095	1,493,402	1,454,121

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	1,276,060	1,491,095	1,493,402	1,454,121
Grand Total	**1,276,060**	**1,491,095**	**1,493,402**	**1,454,121**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	606,335	548,203	601,000	690,648
Benefits	281,960	316,796	283,785	366,867
Retiree Health Insurance	32,937	39,000	27,112	33,437
Internal Services	237,320	466,200	457,000	237,478
Professional Services	88,782	93,931	89,000	93,931
Equipment	2,314	5,000	20,000	5,000
Other Operating Expenses	25,086	21,965	15,505	26,760
Debt Service	1,326	0	0	0
Grand Total	**1,276,060**	**1,491,095**	**1,493,402**	**1,454,121**


Fire
Chief: Jimmy Walker
Fire Operations
Fire Administration
"A" Shift
"B" Shift
"C" Shift
EMS/Training
Services
Fire Prevention
Logistics

Fire

The Independence Fire Department will meet the challenges of present and future community needs through pro-active leadership, dedication to our core values, provision of quality All-Hazard emergency services, and community risk-reduction strategies in an efficient and effective manner.

Programs

Administration

The Administration division is to be responsible for the overall management of the department and ensures that strategic goals and objectives meet the visions and mission of the department.

Training

The training division provides training which promotes safe, effective, and efficient emergency response and works with community partners to improve education, public awareness, and to coordinate programs concerning public health, animal welfare, emergency services, criminal justice and other important social services.

Sales Tax

The purpose of this program/cost center is to budget and track expenditures from the Fire Protection Sales Tax funds to ensure compliance with the stated goals of this initiative when passed by voters.

Prevention

The Fire Prevention division provides for the safety of residents through inspection of new businesses within the city, fire code enforcement, plan reviews, fire safety education, fire investigation, and the re-inspection of all violations found during company inspections

Operations

The Fire Operations division is to serve the emergent needs of the community with response to emergency medical calls, fires, explosions, bomb threats, vehicle accidents, homeland security terrorism, hazardous chemical spills, and other emergency calls.

Maintenance

The Maintenance division manages the service, preventative maintenance, and replacement programs for all staff vehicles, fire apparatus, facilities, and equipment.

Emergency Medical Services

The Emergency Medical Services (EMS) and Wellness division is responsible for the training and operation of emergency medical services to ensure firefighters can provide basic and advanced life support measures to the citizens.

Strategic Plan Connection

A Safe, Welcoming Community

3.1 Public Safety- Support high quality public safety programs, emergency preparedness, facilities, and leadership.

3.2 Health & Safety Action - Work with our partners to improve education, public awareness, and to coordinate programs concerning public health, animal welfare, emergency services, criminal justice, and important social services.

3.3 Friendly Community - Ensure Independence continues to welcome diversity through policies, public awareness, and community engagement.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Provide effective and efficient fire and rescue servics to the community: Average number of calls for service - Fire/Medical, average response times	Total calls- 27,841 Fire Calls- 716 Medical calls- 16,581 Avg Response- 5:42	Total calls- 24,226 Fire Calls- 590 Medical calls- 14,784 Avg Response- 5:51	Total calls- 24,500 Fire Calls-620 Medical calls- 14,900 Avg Response-	Tracking the average number of fire and medical calls helps the City understand service demand and plan staffing and resources accordingly. Monitoring average response times ensures the department is responding quickly enough to protect life and property and highlights any operational or coverage issues.
Provide education to local schools and businesses about fire safety and the resources IFD can provide: Number of Public Safety Presentations	Public Safety Events- 82 Audience- 7,424	Public Safety Events- 88 Audience- 11,058	Public Safety Events- 80 Audience- 8,500	This metric helps measure how actively the department is engaging the community in fire prevention and education efforts. This metric also reflects progress in reducing risk by increasing awareness of fire safety practices and available resources.
Ensure homes have properly functioning smoke detectors: Number of Fire Inspections, Alarms installed/replaced	Smoke Det. Distributed- 151 Fire Inspections- 5,009	Smoke Det. Distributed- 171 Fire Inspections- 4,541	Smoke Det. Distributed- 170 Fire Inspections- 5,000	Tracking the number of fire inspections and smoke alarms installed or replaced helps measure efforts to ensure homes are equipped with critical life-saving devices.

				These metrics indicate progress in reducing fire-related injuries and fatalities through prevention and early detection
Support community health and well-being through a collabrative emergency response model: Number of individuals served through ARCH responses, Number of 911 calls ARCH assisted with, Number of follow-up visits conducted after initial ARCH response, Percentage of individuals connected to ongoing care or social services after intervention	Transports- 222 Emergency Response- 800 Follow-up visits- 810 Alternative Treatment- 80	Transports- 234 Emergency Response- 796 Follow-up visits- 540 Alternative Treatment- 112	Transports- 250 Emergency Response- 800 Follow-up visits- 600 Alternative Treatment- 120	Tracking ARCH related metricshelps evaluate how effectively the alternative response program addresses mental health and non-traditional emergency needs in the community. These measures help demonstrate ARCH's ability to divert appropriate calls from traditional emergency response and successfully connect individuals to ongoing care and support.

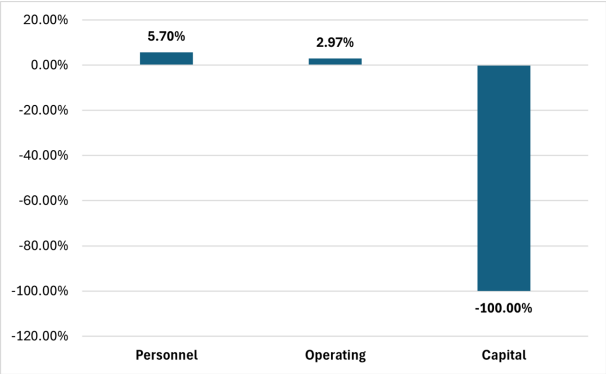
Accomplishments

Began construction of Fire Station #8 and Training Facility, and addressing design process of Fire Stations #5 and #11.
Completed Safe Driver/Operator training to all of Fire Operations Division.
Dispatch changes to low acuity calls resulted in a 17.3% reduction of total alarms.
Expanded the footprint of the Alternative Respnse for Community Health (ARCH) Program.
Reduced overtime costs through the hiring of new Firefighters and Policy Enforcement.

Significant Budget & Operational Changes

In FY26-27, the department's proposed budget includes the following significant budget and operational changes: A CAD to CAD Interface between COI-ECC and American Medical Response (AMR) ambulance transport service; addition of Deputy Fire Chief position to supervise the Operations Division of the Fire Department; 5% Pay increase for Represented employees and Non-Represented Chief Officers of the Fire Department; fire hose testing service. The proposed budget returns the Fire Department's budget to the General Fund. This change reflects the City Manager's preference for a different accounting and financial management structure that more closely aligns with the City's long-term organizational and financial planning goals. It does not result in a reduction of funding and is more representative of an accounting change than an operational or budgetary change.

Percent Change, Adopted FY 2026 to Adopted FY 2027



Reasons for Change:

Personnel: ↑ union pay, COLA, retiree health, health insurance, LAGERS, cost of proposed position, and non-rep pay increase|| **Operating:** ↑Risk and insurance, debt payments, operating supplies, tools and equipment, and computer maintenance|| **Capital:** ↓ no signficant new capital expenditures anticipated; payments still pending or in process for prior year capital

	FY 25-26 Adopted	FY 26-27 Proposed
Fire	207.00	207.00

Full-Time Equivalent Employees (FTE)

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (4611)	3,293,983	4,153,207	4,059,911	4,739,394
Emergency Medical Services (4622)	381,309	419,425	415,556	446,518
Fire Prevention (4631)	888,152	1,026,636	689,138	786,154
Maintenance (4641)	50,590	108,869	79,869	115,475
Operations (4621)	21,710,641	21,428,606	21,743,540	21,887,473
Sales Tax (0174671)	7,678,718	12,304,304	12,926,416	13,362,133
Training (4651)	141,496	88,779	41,979	39,607
Grants (0154650)	0	0	0	0
Capital Improvements (053)	3,866,750	10,000,000	10,000,000	0
Marijuana Sales Tax (0654621)	0	20,000	25,000	120,000
Grand Total	**38,011,639**	**49,509,826**	**49,981,410**	**41,496,753**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Improvements Fund (053)	3,866,750	10,000,000	10,000,000	0
Fire Protection Sales Tax (017)	7,678,718	39,529,826	39,956,410	13,362,133
General (002)	26,466,171	0	0	28,014,620
Grants (015)	0	0	0	0
Marijuana Sales Tax Fund (065)	0	20,000	25,000	120,000
Grand Total	**38,011,639**	**49,509,826**	**49,981,410**	**41,496,753**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	18,169,525	17,764,712	17,767,426	18,849,472
Benefits	9,777,369	10,233,138	10,062,660	10,509,325
Retiree Health Insurance	1,601,387	1,818,000	1,768,024	2,156,469
Internal Services	2,381,387	3,592,702	3,325,421	3,556,270
Professional Services	222,326	290,000	225,910	390,000
Equipment	260,430	973,006	1,850,000	770,000
Other Operating Expenses	1,706,229	2,006,768	2,005,972	2,262,018
Debt Service	26,236	2,831,500	2,975,996	3,003,200
Capital Transfers	3,866,750	10,000,000	10,000,000	0
Grand Total	**38,011,639**	**49,509,826**	**49,981,410**	**41,496,753**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (4611)	**3,293,983**	**4,153,207**	**4,059,911**	**4,739,394**
Salaries	272,282	238,350	247,112	321,445
Benefits	77,817	93,028	124,885	163,639
Retiree Health Insurance	1,601,387	1,818,000	1,768,024	2,156,469
Internal Services	1,295,150	1,949,129	1,919,730	2,055,441
Professional Services	3,493	9,000	0	9,000
Other Operating Expenses	43,854	45,700	160	33,400
Capital Improvements (053)	**3,866,750**	**10,000,000**	**10,000,000**	**0**
Equipment	0	0	0	0
Capital Transfers	3,866,750	10,000,000	10,000,000	0
Emergency Medical Services (4622)	**381,309**	**419,425**	**415,556**	**446,518**

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	214,419	213,747	229,072	236,418
Benefits	102,840	112,213	114,224	121,632
Retiree Health Insurance	0	0	0	0
Internal Services	22,722	37,596	16,330	32,600
Professional Services	0	0	0	0
Other Operating Expenses	41,327	55,868	55,930	55,868
Fire Prevention (4631)	**888,152**	**1,026,636**	**689,138**	**786,154**
Salaries	517,152	574,580	446,578	453,293
Benefits	307,073	335,640	198,960	235,692
Retiree Health Insurance	0	0	0	0
Internal Services	27,245	102,916	40,600	80,669
Equipment	0	0	0	0
Other Operating Expenses	36,682	13,500	3,000	16,500
Grants (0154650)	**0**	**0**	**0**	**0**
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	0	0	0	0
Maintenance (4641)	**50,590**	**108,869**	**79,869**	**115,475**
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	14,884	46,169	42,669	50,775
Equipment	0	0	0	0
Other Operating Expenses	35,706	62,700	37,200	64,700
Marijuana Sales Tax (0654621)	**0**	**20,000**	**25,000**	**120,000**
Salaries	0	20,000	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Professional Services	0	0	0	120,000
Other Operating Expenses	0	0	25,000	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Operations (4621)	**21,710,641**	**21,428,606**	**21,743,540**	**21,887,473**
Salaries	12,743,835	11,998,386	12,406,347	12,875,296
Benefits	8,129,742	8,442,122	8,355,596	8,606,568
Retiree Health Insurance	0	0	0	0
Internal Services	768,877	927,297	778,297	359,809
Other Operating Expenses	43,790	36,300	203,300	21,300
Debt Service	24,397	24,500	0	24,500
Sales Tax (0174671)	**7,678,718**	**12,304,304**	**12,926,416**	**13,362,133**
Salaries	4,290,837	4,715,648	4,438,317	4,963,020
Benefits	1,159,898	1,250,134	1,268,995	1,381,794
Retiree Health Insurance	0	0	0	0
Internal Services	242,090	485,816	485,816	939,369
Professional Services	218,833	281,000	225,910	261,000
Equipment	260,430	973,006	1,850,000	770,000
Other Operating Expenses	1,504,791	1,791,700	1,681,382	2,068,250
Debt Service	1,839	2,807,000	2,975,996	2,978,700
Training (4651)	**141,496**	**88,779**	**41,979**	**39,607**
Salaries	131,000	44,000	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	10,419	43,779	41,979	37,607
Other Operating Expenses	77	1,000	0	2,000
Grand Total	**38,011,639**	**49,509,826**	**49,981,410**	**41,496,753**

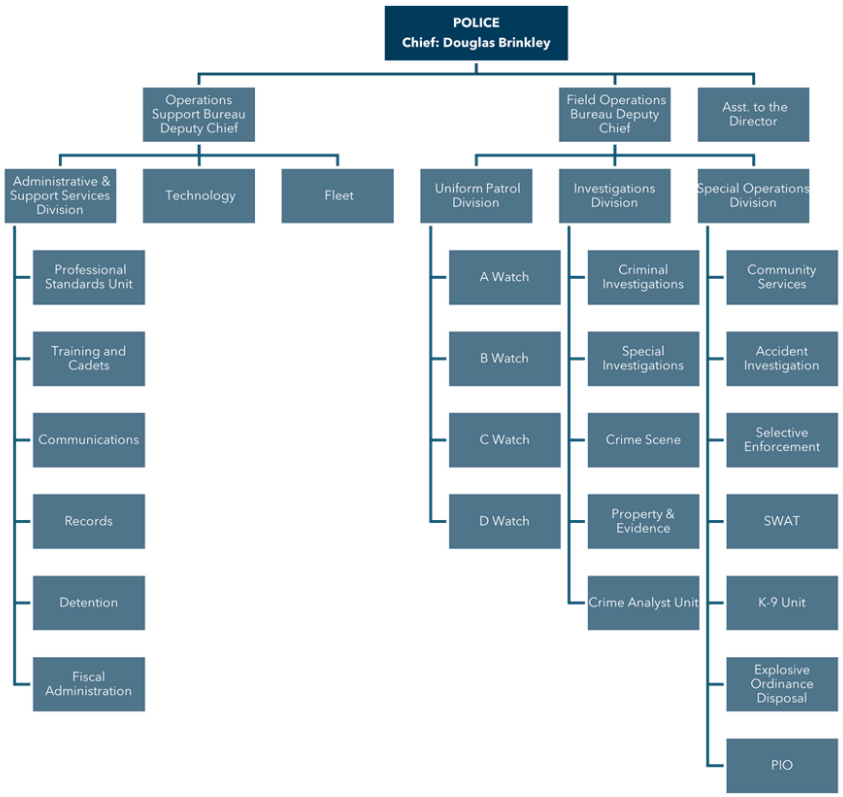
Capital Improvements (053)

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	3,866,750	10,000,000	10,000,000	0
Grand Total	**3,866,750**	**10,000,000**	**10,000,000**	**0**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Fire Improvements Fund (053)	3,866,750	10,000,000	10,000,000	0
Fire Protection Sales Tax (017)	0	0	0	0
Grand Total	**3,866,750**	**10,000,000**	**10,000,000**	**0**


POLICE
Chief: Douglas Brinkley
Operations Support Bureau Deputy Chief
Field Operations Bureau Deputy Chief
Asst. to the Director
Administrative & Support Services Division
Technology
Fleet
Uniform Patrol Division
Investigations Division
Special Operations Division
Professional Standards Unit
Training and Cadets
Communications
Records
Detention
Fiscal Administration
A Watch
B Watch
C Watch
D Watch
Criminal Investigations
Special Investigations
Crime Scene
Property & Evidence
Crime Analyst Unit
Community Services
Accident Investigation
Selective Enforcement
SWAT
K-9 Unit
Explosive Ordinance Disposal
PIO

Police

The Independence Police Department protects the life, individual liberty, and property of all people within the City of Independence, to lower crime and disorder in the community, to develop and maintain a positive relationship with members of the community, and to foster a positive working environment for police employees.

Programs

Chief of Police

The Office of the Chief of Police is responsible for the overall operation and administration of the Police Department. Responsibilities include technology and fleet management, budget and accounting processes, inventories and supply, professional standards, and recruitment.

Training & Equipment

The Training Unit coordinates all department training including mandated Police Officer Standards and Training (POST) certification, federal, state and City requirements, and all external training activities. This unit is also responsible for the Field Training Officer (FTO) program and assists with recruiting and hiring for the department.

Patrol

The Patrol Division is the primary and initial responder for all police calls from citizens 24 hours per day, 365 days per year. This division is essential to reduce crime and disorder, making the City of Independence a Safe and Welcoming Community.

Investigations

The Investigations Division handles proactive and reactionary investigations of crimes to include homicides, assaults, domestic violence, drug offenses, and burglaries. This division consists of the Criminal Investigations Unit, the Street Crimes Unit, Special Investigations Units, Crime Analysts Unit, and the Property Room.

Tactical Operations

The Tactical Operations Division reduces crime and disorder by providing support, coordination, and proactive patrol in high-crime and/or violation areas through the efforts of the Canine Unit, Special Weapons and Tactics (SWAT) Team and Explosive Ordnance Disposal (EOD) Team.

Special Enforcement

The Special Enforcement Division consists of the Crash Investigations and MOTORS Units. These units focus on responding to traffic complaints and crashes, as well as enforcing all traffic laws. Special Enforcement duties also include speed enforcement operations, crash investigation and reconstruction, and DWI / DRE enforcement. This division also provides support during special community and department events.

S.T.E.P Program

The Students Transitioning Exceptionally Prepared (STEP) Program strives to prevent or reduce drug, alcohol, tobacco, vaping and violence among students. This is done by conducting coordinated training using PowerPoint presentations and videos. The primary audience for this training consists of students preparing to transition from the elementary school setting to the middle school setting, and those students preparing to transition from middle school to the high school setting.

Community Services

The Community Services Division provides citizens with the information and resources necessary to improve their quality of life and sense of security. This is accomplished through community engagements, the Disorderly / Nuisance property abatement program, Homeless Outreach Program, public demonstrations, and crime prevention and education. This division also includes the Volunteers in Police Services (VIPS) program and oversight of the Crisis Intervention Team.

Crime Scene

The Crime Scene Unit consists of investigators who are responsible for processing crime scenes to gather evidence and other data to support criminal charges. The Unit is also responsible for collecting video evidence from local businesses and residences to support the investigations of crimes. The collection and identification of evidence is utilized in the prosecution of criminal defendants, helping to reduce crime in the community.

Detention

The Detention Unit is responsible for processing and housing individuals arrested for violations of City Ordinances, State Statutes, and Federal laws. The unit houses prisoners on a short-term basis who are held for investigation of an alleged violation, awaiting arraignment, or until their bond is posted. Long-term prisoners are transferred and incarcerated at an outside facility.

Records

The Records Unit provides customer service to the public by completing police reports, answering questions, and receiving and returning warrants, subpoenas, and other pertinent court and jail papers.

Communications

The Communications Unit receives and processes emergency and non-emergency telephone calls from the public and routes them to the appropriate responder: Fire, Police or AMR. Police Dispatchers are the first point of contact in emergency situations and are vital in coordinating the response to the emergencies.

Marijuana Sales Tax

The Marijuana Sales Tax is a 3% local sales tax on recreational marijuana purchases made within the Independence city limits. The tax funds collected are used for the needs of the Police, Fire, Dispatch, and Emergency Preparedness Departments within the City.

PD Motorola Radio System

This cost center has been created to track and manage the city-wide Motorola Radio System expenses.

PD Forfeiture Expenditures

This cost center provides management over expenses funded with equitable sharing, or federal forfeiture, receipts. Funds can only be utilized by the Police Department, upon City Manager approval, and cannot be budgeted in advance of the receipt of forfeiture funds. As such, the Police Department submits requests to utilize the funding throughout the fiscal year, to help fund equipment or service needs that arise and are outside the previously approved budget.

Sales Tax 016

A Public Safety Sales Tax was voted on and approved by the citizens of Independence in August 2004 and renewed in 2016. The 1/8th cent sales tax is used by the Police Department for three main purpose areas: Communications, Facilities, and Equipment. This cost center provides the management of expenses charged to this tax, and is overseen by the citizen-led Public Safety Tax Oversight Committee.

Use Tax 018

The Use Tax (also known as Prop P) is a 2.25% tax that is placed on goods purchased out of state for delivery to and use in Independence. The local use tax can only be collected if the vendor has a physical presence in the State of Missouri. The funds are used for both the Regional Animal Shelter and the Police Department. The Police Department uses their portion of the tax to fund 32 sworn officer positions as well as the necessary training and uniforms to equip them.

Grants

The Grant program includes federal and state grant programs that assist the Police Department in maintaining peace and order. Funding budgeted here reflects amounts anticipated to be received by these outside agencies during the fiscal year. Overtime grants and new grants for equipment are added to this Fund as they are awarded throughout the year.

Strategic Plan Connection

A Safe, Welcoming Community

3.1 Public Safety- Support high quality public safety programs, emergency preparedness, facilities, and leadership.

3.2 Health & Safety Action - Work with our partners to improve education, public awareness, and to coordinate programs concerning public health, animal welfare, emergency services, criminal justice, and important social services.

3.3 Friendly Community - Ensure Independence continues to welcome diversity through policies, public awareness, and community engagement.

A Well-Planned City

4.1 Improve public infrastructure and the condition of public facilities.

Accomplishments

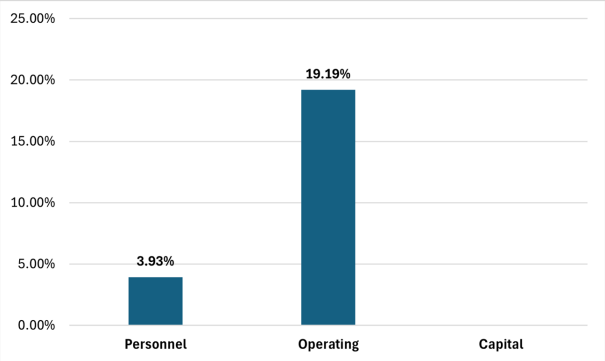
During FY25-26, the Police Department has had multiple accomplishments. Renovation of the former Independence Utilities Center was completed as well as the move of the department's Administration, Training and Professional Standards Division, Investigations Division, and the Records Unit from the Police Headquarters on Memorial Drive to the new Independence Justice Center. The department was able to reach full staffing in SWAT, Street Crimes, Detention and the Records Unit. The Crisis Negotiator Team achieved full staffing of ten (10) positions. The LDV Command Post was completed and put into service. The Communications Unit took over emergency dispatch services for Sugar Creek Police. The Police Department was awarded the Missouri Blue Shield designation, for its dedication to effective law enforcement and community safety. The Patrol Division returned to District Deployment with CORE officers. In addition, members of the Police Department have been working tirelessly with many outside agencies to plan and prepare for the 2026 FIFA World Cup and the safety of the Independence community and all those who travel to or through our City to enjoy the games and Fan Fest this summer.

Significant Budget & Operational Changes

In FY 25-26, the Animal Services Division was shifted to the Police Department, but prior to fiscal year end, it was moved back to the Health Department. Therefore, the Animal Services Budget that appeared under the Police Department's management this year has been removed for FY26-27. The proposed budget returns the bulk of Police Department's budget to the General Fund. This change reflects the City Manager's preference for a different accounting and financial management structure that more closely

aligns with the City's long-term organizational and financial planning goals. Returning these departments to the General Fund also reestablishes the General Fund as the City's primary operating framework for core governmental services. It does not reduce any amount allocated to Police. In FY26-27, salaries budgeted in Prop PD (Fund 067) have increased nearly $370,000 due to filling of vacancies and planned contract increases, while benefits have increased over $700,000 primarily due to an increase in health insurance costs. Other signficant budgetary changes include the following: Retiree Health Insurance increase of approximately $355,000; Liability, Property Insurance, and Workers Comp charges increased by over 25%; increased Interfund Charges. The police department is receivng approximately $2.2 million in additional resources from the Public Safety Sales Tax and Marijuana Sales Tax Fund for equipment and operational needs.

Percent Change, Adopted FY 2026 to Proposed FY 2027



Reasons for Change:

Personnel: ↑salary increase per union contract, COLA, and increased healthcare costs|| **Operating:** ↑interfund, property and liability, equipment and software contract supplement|| **Capital:** ←→

Full-Time Equivalent Employee (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Police	331.63	332.63

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Provide timely emergency response to ensure the safety of all residents: 911 calls answered	100,930 911 Calls received 01/01/2024-12/31/2024 (98.93% answered <20sec)	120,000 incoming 911 calls, target is 99% answered <20 seconds	120,000 incoming 911 calls, target is 99% answered <20 seconds	Respond to calls within 20 seconds
Build trust and strong neighborhoods through community-based policing strategies: Host National Night Out Annually	Yes	Yes	Yes	Hosting National Night Out is important because it strengthens relationships between police and the community in a positive, informal setting, helping build trust and open communication. It also promotes crime prevention by

				encouraging residents to stay engaged, connected, and aware of public safety resources in their neighborhoods.

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Chief of Police (4511)	7,958,575	10,343,338	10,206,629	11,354,410
Animal Services (IPD 0054705)	0	437,152	107,623	0
Communications Unit (4545)	2,071,856	2,333,820	2,259,391	2,580,873
Community Services (4539)	2,344,481	2,615,874	2,652,814	2,293,834
Crime Scene (4542)	493,343	697,585	529,770	494,332
Detention (4543)	1,475,649	1,934,632	1,813,773	1,494,413
Investigations (4534)	7,199,300	6,781,647	7,925,614	6,209,114
Patrol (4532)	10,254,695	9,329,643	9,545,982	7,734,484
PD Forfeiture Expenditures (4514)	104,533	0	16,777	0
PD Motorola Radio System (4546)	0	1,310,071	217,670	1,310,070
Records (4544)	1,391,419	1,388,322	1,430,078	1,230,440
S.T.E.P Program (4538)	348,697	328,203	353,430	283,615
Sales Tax (016)	3,145,282	2,907,818	2,623,721	4,969,044
Special Enforcement (4536)	2,318,348	2,100,925	2,446,450	1,896,183
Tactical Operations (4535)	2,212,224	2,318,955	2,299,216	2,040,662
Training & Equipment (4513)	1,597,935	1,810,747	1,409,637	1,296,596
Use Tax Program (018)	6,231,372	5,707,154	5,522,483	5,545,936
Grants (0154550)	2,793,870	645,574	3,014,764	644,015
Capital Improvements (052)	154,675	0	550,000	0
Animal Control (065)	0	44,598	43,600	0
Marijuana Sales Tax(0654511)	0	430,100	580,100	969,354
Prop PD Sales Tax (0674567) [1]	0	0	0	5,175,177
Grand Total	**52,096,255**	**53,466,159**	**55,549,522**	**57,522,552**

1) The 0674567 org was created later to help track expenditures specifically funded by fund 067 revenues. Prior year actuals from Fund 067 are reported across various police department orgs.

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	37,734,942	1,310,071	232,504	40,219,026
Grants (015)	2,793,870	645,574	3,014,764	644,015
Health & Animal Levy (005)	0	437,152	107,623	0
Marijuana Sales Tax Fund (065)	0	474,698	623,700	969,354
Police Improvements Fund (052)	154,675	0	550,000	0
Police Public Safety Sales Tax (016)	3,145,282	2,907,818	2,623,721	4,969,044
Police Use Tax (018)	6,231,372	5,707,154	5,522,483	5,545,936
Prop PD Sales Tax (067)	2,036,113	41,983,692	42,874,727	5,175,177
Grand Total	**52,096,255**	**53,466,159**	**55,549,522**	**57,522,552**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	26,533,666	23,330,470	26,144,391	23,428,600
Benefits	13,058,587	15,029,887	13,956,056	16,176,103
Retiree Health Insurance	2,065,457	2,300,000	2,179,528	2,654,674
Internal Services	4,896,056	6,784,909	6,632,413	7,067,008
Professional Services	767,704	904,000	1,042,983	787,400
Equipment	2,718,706	1,788,172	2,290,290	3,415,412
Other Operating Expenses	1,870,179	2,788,350	2,213,570	3,477,061
Debt Service	31,223	540,371	540,291	516,295
Capital Transfers	154,675	0	550,000	0
Grand Total	**52,096,255**	**53,466,159**	**55,549,522**	**57,522,552**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Chief of Police (4511)	**7,958,575**	**10,343,338**	**10,206,629**	**11,354,410**
Salaries	1,631,653	1,852,871	1,314,823	1,625,406
Benefits	1,763,848	1,811,867	1,765,411	2,088,322
Retiree Health Insurance	2,065,457	2,300,000	2,179,528	2,654,674
Internal Services	2,226,180	4,068,600	4,068,600	4,668,808
Professional Services	63,577	62,500	341,983	62,900
Equipment	2,678	0	0	0
Other Operating Expenses	196,480	247,500	536,284	254,300

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Debt Service	8,703	0	0	0
Animal Services (IPD 0054705)	**0**	**437,152**	**107,623**	**0**
Salaries	0	232,894	0	0
Benefits	0	162,121	0	0
Internal Services	0	38,787	19,098	0
Equipment	0	0	88,075	0
Other Operating Expenses	0	3,350	450	0
Communications Unit (4545)	**2,071,856**	**2,333,820**	**2,259,391**	**2,580,873**
Salaries	1,488,681	1,259,319	1,597,782	1,371,622
Benefits	566,784	1,026,141	614,063	1,161,457
Retiree Health Insurance	0	0	0	0
Internal Services	12,210	42,560	42,560	42,694
Equipment	0	0	0	0
Other Operating Expenses	4,181	5,800	4,986	5,100
Community Services (4539)	**2,344,481**	**2,615,874**	**2,652,814**	**2,293,834**
Salaries	1,576,570	1,706,167	1,733,138	1,219,751
Benefits	753,766	869,967	879,936	1,056,038
Retiree Health Insurance	0	0	0	0
Internal Services	11,400	36,540	36,540	14,945
Equipment	0	0	0	0
Other Operating Expenses	2,746	3,200	3,200	3,100
Crime Scene (4542)	**493,343**	**697,585**	**529,770**	**494,332**
Salaries	321,197	446,398	320,636	179,461
Benefits	150,611	221,698	172,549	281,954
Retiree Health Insurance	0	0	0	0
Internal Services	3,540	10,090	10,090	12,517
Professional Services	4,789	6,500	5,500	5,500
Equipment	0	0	0	0
Other Operating Expenses	13,205	12,900	20,995	14,900
Detention (4543)	**1,475,649**	**1,934,632**	**1,813,773**	**1,494,413**
Salaries	613,833	841,807	807,264	441,045
Benefits	234,577	428,145	340,361	390,879
Retiree Health Insurance	0	0	0	0
Internal Services	9,570	28,180	28,180	29,989

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Professional Services	610,169	617,500	616,500	616,500
Equipment	0	0	0	0
Other Operating Expenses	7,501	19,000	21,468	16,000
Investigations (4534)	**7,199,300**	**6,781,647**	**7,925,614**	**6,209,114**
Salaries	4,825,318	4,120,127	5,242,017	3,227,495
Benefits	2,304,169	2,506,471	2,542,670	2,816,243
Retiree Health Insurance	0	0	0	0
Internal Services	31,920	105,750	105,750	113,076
Professional Services	0	7,000	7,000	5,000
Equipment	24,489	0	0	0
Other Operating Expenses	13,403	42,300	28,176	47,300
Patrol (4532)	**10,254,695**	**9,329,643**	**9,545,982**	**7,734,484**
Salaries	6,766,233	5,546,303	5,991,526	3,944,732
Benefits	3,439,004	3,626,760	3,393,862	3,619,790
Retiree Health Insurance	0	0	0	0
Internal Services	47,890	155,080	155,080	168,662
Equipment	0	0	0	0
Other Operating Expenses	1,568	1,500	5,514	1,300
PD Forfeiture Expenditures (4514)	**104,533**	**0**	**16,777**	**0**
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	100,098	0	0	0
Other Operating Expenses	4,435	0	16,777	0
PD Motorola Radio System (4546)	**0**	**1,310,071**	**217,670**	**1,310,070**
Professional Services	0	22,500	0	22,500
Equipment	0	25,000	0	25,000
Other Operating Expenses	0	1,074,900	30,000	1,074,900
Debt Service	0	187,671	187,670	187,670
Records (4544)	**1,391,419**	**1,388,322**	**1,430,078**	**1,230,440**
Salaries	932,964	787,346	921,672	644,066
Benefits	425,240	529,386	436,822	510,386
Retiree Health Insurance	0	0	0	0

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Internal Services	28,140	66,290	66,290	70,488
Equipment	0	0	0	0
Other Operating Expenses	5,074	5,300	5,294	5,500
S.T.E.P Program (4538)	**348,697**	**328,203**	**353,430**	**283,615**
Salaries	220,713	196,298	216,250	149,557
Benefits	123,933	124,845	130,120	126,117
Retiree Health Insurance	0	0	0	0
Internal Services	1,480	4,560	4,560	5,441
Equipment	0	0	0	0
Other Operating Expenses	2,570	2,500	2,500	2,500
Sales Tax (016)	**3,145,282**	**2,907,818**	**2,623,721**	**4,969,044**
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	460,721	850,366	723,791	766,274
Professional Services	72,132	88,000	72,000	75,000
Equipment	1,717,358	1,229,752	1,164,670	3,267,263
Other Operating Expenses	872,551	717,100	640,740	860,508
Debt Service	22,520	22,600	22,520	0
Special Enforcement (4536)	**2,318,348**	**2,100,925**	**2,446,450**	**1,896,183**
Salaries	1,559,044	1,126,766	1,570,055	806,484
Benefits	703,278	890,689	805,865	1,015,677
Retiree Health Insurance	0	0	0	0
Internal Services	11,170	30,270	30,270	35,822
Equipment	0	0	0	0
Other Operating Expenses	44,856	53,200	40,260	38,200
Tactical Operations (4535)	**2,212,224**	**2,318,955**	**2,299,216**	**2,040,662**
Salaries	1,483,716	1,507,293	1,517,289	1,163,106
Benefits	677,194	731,502	714,750	793,286
Retiree Health Insurance	0	0	0	0
Internal Services	11,681	32,260	32,346	37,870
Equipment	0	0	0	0
Other Operating Expenses	39,633	47,900	34,831	46,400
Training & Equipment (4513)	**1,597,935**	**1,810,747**	**1,409,637**	**1,296,596**
Salaries	319,666	462,558	218,967	73,700

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Benefits	104,326	245,734	97,384	284,664
Retiree Health Insurance	0	0	0	0
Internal Services	735,754	736,756	730,438	714,232
Professional Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	438,188	365,700	362,848	371,400
Use Tax Program (018)	**6,231,372**	**5,707,154**	**5,522,483**	**5,545,936**
Salaries	2,784,701	2,797,092	2,688,387	3,144,065
Benefits	1,197,897	1,655,822	1,633,756	1,840,261
Retiree Health Insurance	0	0	0	0
Internal Services	1,304,400	578,820	578,820	386,190
Professional Services	17,037	0	0	0
Equipment	824,098	533,420	533,420	64,420
Other Operating Expenses	103,239	142,000	88,100	111,000
Grants (0154550)	**2,793,870**	**645,574**	**3,014,764**	**644,015**
Salaries	2,009,377	406,370	1,964,585	410,333
Benefits	613,960	195,005	424,907	191,029
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	49,986	0	504,125	0
Other Operating Expenses	120,548	44,200	121,147	42,653
Capital Improvements (052)	**154,675**	**0**	**550,000**	**0**
Equipment	0	0	0	0
Capital Transfers	154,675	0	550,000	0
Animal Control (065)	**0**	**44,598**	**43,600**	**0**
Salaries	0	40,862	40,000	0
Benefits	0	3,736	3,600	0
Marijuana Sales Tax(0654511)	**0**	**430,100**	**580,100**	**969,354**
Professional Services	0	100,000	0	0
Equipment	0	0	0	58,729
Other Operating Expenses	0	0	250,000	582,000
Debt Service	0	330,100	330,100	328,625
Prop PD Sales Tax (0674567) [1]	**0**	**0**	**0**	**5,175,177**
Salaries	0	0	0	5,175,177

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	0	0	0	0
Grand Total	**52,096,255**	**53,466,159**	**55,549,522**	**57,522,552**

1) The 0674567 org was created later to help track expenditures specifically funded by fund 067 revenues. Prior year actuals from Fund 067 are reported across various police department orgs.

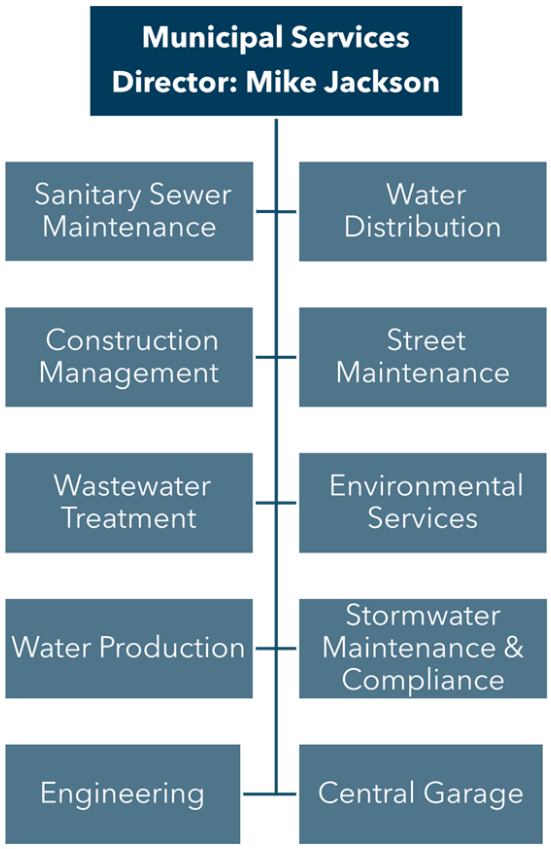
Capital Improvements (052)

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	154,675	0	550,000	0
Grand Total	**154,675**	**0**	**550,000**	**0**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Police Improvements Fund (052)	154,675	0	550,000	0
Police Public Safety Sales Tax (016)	0	0	0	0
Grand Total	**154,675**	**0**	**550,000**	**0**


Municipal Services
Director: Mike Jackson
Sanitary Sewer Maintenance
Water Distribution
Construction Management
Street Maintenance
Wastewater Treatment
Environmental Services
Water Production
Stormwater Maintenance & Compliance
Engineering
Central Garage

Municipal Services

The Municipal Service Department provides quality, reliable, and responsive public services for the Independence community. The Department proactively and reactively maintains City infrastructure such as streets, water, sanitary sewer, stormwater mitigation, and water/wastewater treatment. Additionally, the Department is dedicated to public health and environmental protection through the enforcement of local, state, and federal laws. Ensuring a motivated and professional staff is essential to the success of the Department.

Programs

Administration

The Administration Division is responsible for the supervision and administration of the Public Works division, including support and response to the City Manager and City Council.

Street Maintenance

The Street Maintenance division is responsible for maintaining 575 miles of City streets and 38 bridge structures, as well as the coordination of the Drop-Off Depot events.

Storm Water

The Storm Water Program maintains the Citys storm water system to the standards of the Missouri Department of Natural Resources so that the MS4 operating permit is granted to the City.

Engineering

The Engineering division provides the following services: plan review, design, investigations, studies, contract specifications, inspections, permits and traffic engineering, land acquisition for public improvements, and tracking project reimbursements on construction projects.

Construction

The Construction Division provides inspections of all active capital improvement plans, collaborate on plan review, and assist with public communications related to capital projects.

Central Garage

This fund is used to account for costs of maintenance of the Citys fleet of vehicles and mobile equipment and related charges to other departments. Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the government and to other governmental units on a cost-reimbursed basis.

Sanitary Sewer

Administration: The Administration program provides leadership and back office support for the development, maintenance and enforcement of the City's water pollution control policies and regulations.

Collection System Maintenance: The Collection System Maintenance maintains over 614 miles of sanitary sewer pipe and over

14,720 manholes to a level that minimizes the number and frequency of overflows and backups.

Environmental Services: The Environmental Services program inspects, sample and analyze industrial sewage discharges to determine compliance with National Pretreatment regulations.

Inter-Jurisdictional Agencies: The Inter-Jurisdictional program provides administrative support for cooperative sewer services within the contiguous watersheds of adjoining municipalities and the Little Blue Valley Sewer District.

Non-Departmental: Non-Departmental provides funding for department-wide activities not attributable to one single sewer program.

Treatment Facilities: The Treatment Facilities division operates and maintains the Rock Creek Wastewater Treatment Plant and thirteen pumping stations throughout the City so that wastewater meets all National Pollutant Discharge Elimination System permit limits.

Facilities: The Facilities division ensures reliable operation of wastewater collection and treatment systems through preventative and predictive maintenance practices.

Water

Administration: The Administration division provides leadership and back office support so that the Department can sussessfully meet the requirements of the Safe Drinking Water Act and standards of the Missouri Department of Natural Resources.

Field Service: The Water Field Service division provides an onsite response to customer inquiries and requests in addition to installing and maintaining meters for approximately 46,000 customers. To ensure consumption levels are accurate and service line leaks can be identified for repair.

Non-Departmental: Provides funding for City and department wide activities not attributable to one single water program.

Lab: The Lab's mission is to properly collect and analyze samples from various stages in the treatment process and all areas of our distribution system to ensure our water meets or exceeds all federal, and state regulations and properly documenting and reporting this infromation to our regulatory agencies.

Transmission and Distribution: The Transmission & Distribution divison maintains and repair over 775 miles of water main, 17,000 valves, and 5,000 fire hydrants to prevent lengthy interuptions in service and the loss of excessive amounts of drinking water.

Production: The Production division operates and maintains the Courtney Bend Water Treatment Plant provide up to 48-million gallons of drinking water that meets or exceeds all federal and state regulations.

Engineering: The Engineering division is to engineer and manage contract construction projects to ensure water is effectively distributed to water utility customers.

Strategic Plan Connection

An Engaged Community

Solicit public feedback on Citywide infrastructure projects.
Coordinate public concerns reported to the City through education & enforcement.

An Innovative Economy

Support the continued development of Eastgate Commerce Center by facilitating related infrastructure improvements.
Partner with school districts to provide job shadowing and internship opportunities.

A Well-Planned City

Facilitate the conversion of the former Independence Utility Center into the new Independence Justice Center
Facilitate the design and construction of three new fire stations.
Facilitate the design of the future Municipal Operations Complex.
Refine the Pavement Maintenance Program.
Update the storm and sanitary sewer master plans to guide development.
Continue construction of 24 Hwy Complete Streets project.
Continue design work on Noland Rd Complete Streets project.
Update the ADA transition plan.
Increase rate at which water transmission and distribution mains are replaced.
Establish and maintain a database of the material of all water service lines.

A Financially Sustainable Organization

Perform cost of service study for the water utility.
Maintain equipment/facility/vehicle replacement plans and fund accordingly.
Apply for all grant opportunities.

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Maintain reliable drinking water, sanitary sewer, and storm infrastructure and treatment. A. Billion Gallons (BG) drinking water treated. B. Billion Gallons (BG) wastewater treated. C. % of sanitary sewer cleaned/inspected. D. % of storm sewer cleaned/inspected. E. # of water meters replaced.	A. 10.23 BG B. 2.2 BG C. 35.4% D. 20.7% E. 1,616	A. 9.9 BG B. 2.28 BG C. 39.1% D. 21.6% E. 1,700	A. 9.9 BG B. 2.25 BG C. 35% D. 23% E. 1,850	A. 10 BG B. 2.2 BG C. 33% D. 20% E. 2,000
Maintain City-owned transportation infrastructure. A. Lane miles overlayed (CIP). B. Lane miles sealed (CIP). C. Lane miles improved (in-house).	A. 19.75 LM B. 61.5 LM C. 29.75 LM	A. 71 LM B. 43.5 LM C. 31 LM	A. 65 LM B. 45 LM C. 40 LM	A. 65 LM B. 45 LM C. 35 LM
Maintain City-owned mobile fleet. A. % of vehicle preventative maintenance completed within 30 days of due date	A. 79%	A. 74%	A. 80%	A. 90%

Ensure local/state/federal regulatory compliance for new construction, commercial, and residential properties. A. % of inspections conducted <3 days B. % of plan reviews completed <30 days	A. 95.4% B. 100%	A. 90.5% B. 100%	A. 95% B. 100%	A. 95% B. 100%

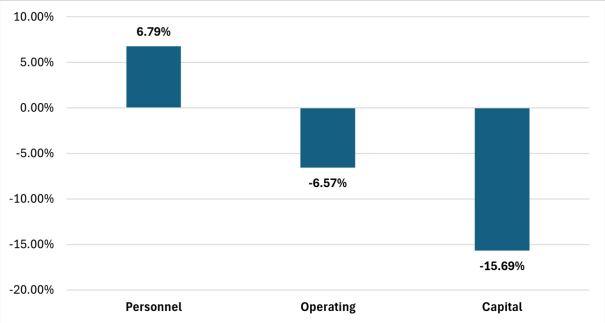
Accomplishments

Completed the primary clarifier rehab and effluent flow meter projects at Rock Creek WWTP.
Received approval of the rate increase for sanitary sewer.
Developed a new National Pollutant Discharge Elimination System (NPDES) permit for Courtney Bend WTP.
Received the Biosolids Handling Award from Missouri Water Environment Association.
Completed the Square Streetscapes Phase I project.
Completed the 24 Hwy Complete Streets Phase II project.
Began construction of the Truman Connected Phase I project.
Completed 61 lane miles of roadway improvements via the pavement maintenance program.
Began street overlay, bridge repair, and sidewalk projects utilizing GO bond funds.

Significant Budget & Operational Changes

No significant operational or budgetary changes during FY25-26. The FY26-27 budget includes funding for a new fleet management system for Central Garage.

Percent Change, Adopted FY 2026 to Adopted FY 2027



Reasons for Change:

Personnel: ↑union contract increase, COLA, and increased retiree and healthcare costs|| **Operating:** ↓ fleet management system|| **Capital:** ↓ decrease is consistent with the six year capital improvement plan presented to the CIP Committee

	FY 25-26 Adopted	FY 26-27 Proposed
Municipal Services	209.10	209.75

Full-Time Equivalent Employees (FTE)

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (0025001)	1,316,461	1,606,687	1,875,831	1,564,368
Central Garage (090)	3,663,786	3,615,022	3,412,967	3,824,128
Construction (0025012)	364,276	553,271	498,215	559,011
Engineering (0025011)	532,686	900,393	867,429	1,018,393
Sanitary Sewer (030)	27,597,063	30,761,483	28,742,987	31,488,763
Storm Water (0135261-3)	3,708,763	4,258,933	4,093,773	4,352,596
Street Maintenance (0025111, 0115112)	3,922,190	4,441,311	4,044,735	5,035,182
Water (040)	29,234,620	32,564,536	31,118,190	32,125,992
Municipal Services Capital Projects	16,449,960	42,817,011	46,272,564	36,100,055
Municipal Services Debt	10,493,203	10,544,000	10,544,000	10,551,100
GO Bond (054)	0	0	11,176,385	0
Grand Total	**97,283,008**	**132,062,647**	**142,647,077**	**126,619,587**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Bldgs and Other Improv Fund (057)	2,251,021	280,000	7,665,669	280,000
Central Garage Fund (090)	3,663,786	3,615,022	3,412,967	3,824,128
General (002)	4,849,060	6,001,594	5,971,266	6,492,219
GO Bond (054)	0	0	11,176,385	0
Sanitary Sewer (030)	33,818,231	37,006,483	34,987,987	37,738,763
Sanitary Sewer Capital (031)	3,654,638	8,000,000	5,889,217	6,090,000
Storm Drainage Improv Fund (058)	2,504,574	5,990,000	10,258,978	2,380,000
Stormwater Sales Tax (013)	3,708,763	4,258,933	4,093,773	4,352,596
Street Improvements Fund (051)	5,979,062	19,497,011	14,824,112	17,410,055
Street Improvements Sales	3,041,451	3,257,068	3,071,945	3,441,835

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Tax (011)				
Water (040)	31,751,757	35,106,536	33,660,190	34,669,992
Water Capital (041)	2,060,665	9,050,000	7,634,588	9,940,000
Grand Total	**97,283,008**	**132,062,647**	**142,647,077**	**126,619,587**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	14,577,531	14,110,070	19,815,845	15,225,115
Benefits	7,365,046	8,628,124	879,430	9,070,898
Retiree Health Insurance	1,098,913	1,296,200	1,116,289	1,369,357
Internal Services	9,025,411	12,682,121	12,758,559	11,443,439
Professional Services	2,587,208	2,853,800	2,542,142	2,997,500
Equipment	656,459	953,600	926,891	640,800
Other Operating Expenses	34,946,886	38,137,221	36,574,471	39,180,823
Debt Service	10,724,557	10,584,500	10,584,500	10,591,600
Capital Transfers	16,300,997	42,817,011	57,448,949	36,100,055
Grand Total	**97,283,008**	**132,062,647**	**142,647,077**	**126,619,587**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (0025001)	**1,316,461**	**1,606,687**	**1,875,831**	**1,564,368**
Salaries	153,086	126,405	104,200	125,238
Benefits	288,885	385,852	376,430	265,462
Retiree Health Insurance	296,176	370,000	320,851	395,150
Internal Services	577,860	720,330	720,330	774,418
Professional Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	454	4,100	354,020	4,100
Central Garage (090)	**3,663,786**	**3,615,022**	**3,412,967**	**3,824,128**
Salaries	515,758	604,342	858,434	651,662
Benefits	288,590	378,302	70,000	398,832
Retiree Health Insurance	37,529	57,200	36,566	44,873
Internal Services	127,757	136,278	136,278	180,561
Professional Services	986	1,300	1,100	1,100
Equipment	96,899	15,000	14,000	62,000
Other Operating Expenses	2,596,267	2,422,600	2,296,589	2,485,100

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Construction (0025012)	**364,276**	**553,271**	**498,215**	**559,011**
Salaries	155,822	196,796	314,089	183,900
Benefits	78,528	94,841	0	113,490
Retiree Health Insurance	0	0	0	0
Internal Services	83,973	127,634	121,366	129,621
Professional Services	1,933	43,000	11,327	44,500
Equipment	0	0	0	0
Other Operating Expenses	44,019	91,000	51,433	87,500
Engineering (0025011)	**532,686**	**900,393**	**867,429**	**1,018,393**
Salaries	250,434	352,951	576,675	440,824
Benefits	118,766	224,888	0	255,045
Retiree Health Insurance	10,336	0	0	0
Internal Services	29,234	44,754	44,754	47,624
Professional Services	54,716	165,200	140,000	165,200
Equipment	0	0	0	0
Other Operating Expenses	67,706	112,600	106,000	109,700
Debt Service	1,494	0	0	0
GO Bond (054)	**0**	**0**	**11,176,385**	**0**
Municipal Services Capital Projects	**16,449,960**	**42,817,011**	**46,272,564**	**36,100,055**
Salaries	0	0	0	0
Benefits	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	9,500	0	0	0
Debt Service	139,463	0	0	0
Capital Transfers	16,300,997	42,817,011	46,272,564	36,100,055
Municipal Services Debt	**10,493,203**	**10,544,000**	**10,544,000**	**10,551,100**
Benefits	0	0	0	0
Other Operating Expenses	0	0	0	0
Debt Service	10,493,203	10,544,000	10,544,000	10,551,100
Sanitary Sewer (030)	**27,597,063**	**30,761,483**	**28,742,987**	**31,488,763**
Salaries	4,309,090	4,676,364	6,068,302	4,874,392
Benefits	2,170,642	2,796,027	216,000	2,919,731
Retiree Health Insurance	389,435	460,000	425,448	521,032
Internal Services	3,846,967	4,196,770	4,217,623	3,800,445
Professional Services	698,123	780,600	649,100	830,244
Equipment	184,716	530,800	515,257	215,300

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Other Operating Expenses	15,998,060	17,320,923	16,651,258	18,327,619
Debt Service	30	0	0	0
Storm Water (0135261-3)	**3,708,763**	**4,258,933**	**4,093,773**	**4,352,596**
Salaries	1,268,881	1,344,012	1,866,147	1,399,862
Benefits	645,576	700,257	0	769,588
Retiree Health Insurance	0	0	0	0
Internal Services	365,167	547,088	613,960	564,578
Professional Services	919,091	1,056,400	1,016,400	1,037,556
Equipment	38,311	98,300	96,868	33,300
Other Operating Expenses	471,563	512,876	500,398	547,712
Debt Service	173	0	0	0
Street Maintenance (0025111, 0115112)	**3,922,190**	**4,441,311**	**4,044,735**	**5,035,182**
Salaries	1,424,612	1,403,335	2,001,191	1,598,794
Benefits	558,506	886,934	27,000	912,836
Retiree Health Insurance	3,036	4,000	3,187	3,941
Internal Services	887,052	900,242	900,242	1,050,411
Professional Services	61,137	44,800	44,800	72,800
Equipment	84,724	72,000	52,357	7,000
Other Operating Expenses	813,047	1,089,500	975,458	1,348,900
Debt Service	90,076	40,500	40,500	40,500
Water (040)	**29,234,620**	**32,564,536**	**31,118,190**	**32,125,992**
Salaries	6,499,847	5,405,865	8,026,807	5,950,443
Benefits	3,215,554	3,161,023	190,000	3,435,914
Retiree Health Insurance	362,400	405,000	330,237	404,361
Internal Services	3,107,402	6,009,025	6,004,007	4,895,782
Professional Services	851,222	762,500	679,415	846,100
Equipment	251,809	237,500	248,408	323,200
Other Operating Expenses	14,946,269	16,583,622	15,639,315	16,270,192
Debt Service	117	0	0	0
Grand Total	**97,283,008**	**132,062,647**	**142,647,077**	**126,619,587**

Municipal Services Capital Projects

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Debt Service	139,463	0	0	0
Equipment	16,300,997	42,817,011	46,272,564	36,100,055
Operating Expenses	9,500	0	0	0
Salary & Benefits	0	0	0	0
Grand Total	**16,449,960**	**42,817,011**	**46,272,564**	**36,100,055**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Bldgs and Other Improv Fund (057)	2,251,021	280,000	7,665,669	280,000
Sanitary Sewer (030)	0	0	0	0
Sanitary Sewer Capital (031)	3,654,638	8,000,000	5,889,217	6,090,000
Storm Drainage Improv Fund (058)	2,504,574	5,990,000	10,258,978	2,380,000
Stormwater Sales Tax (013)	0	0	0	0
Street Improvements Fund (051)	5,979,062	19,497,011	14,824,112	17,410,055
Street Improvements Sales Tax (011)	0	0	0	0
Water (040)	0	0	0	0
Water Capital (041)	2,060,665	9,050,000	7,634,588	9,940,000
Grand Total	**16,449,960**	**42,817,011**	**46,272,564**	**36,100,055**

Capital Projects for FY 2026-27

Project Name	Amount
Springbranch Garage Complex - 572202	$280,000.00
302701 - Hydrovac Truck	$300,000.00
302410 - Springbranch Garage Complex	$2,140,000.00
9757 - Trenchless Technology	$650,000.00
302004 - Neighborhood Projects	$250,000.00
302601 - Golden Acres Sanitary Sewer Improvements	$250,000.00
302602 - 24th & Scott	$100,000.00
302604 - Lateral Reroute and Replacement Program	$100,000.00
302301 - Sludge Thickening Process Improvements	$500,000.00

Project Name	Amount
302203 - Sanitary Sewer Main Relocations from Streambanks	$250,000.00
302702 - Switch Gear Installation RCTP, RCPS, SCPS	$120,000.00
302703 - Motor Control Center Upgrades	$750,000.00
302704 - Primary Thickener Basin and Mixing Basin Replacement	$200,000.00
302705 - Aeration Basin Diffuser Replacement	$150,000.00
302706 - Pump Station Improvements	$330,000.00
132701 - Hydrovac Truck	$300,000.00
132410 - Springbranch Garage Complex	$280,000.00
130508 - Trenchless Technologies	$100,000.00
131802 - Emergency Projects	$500,000.00
132501 - Bundschu Regional Detention Basin	$1,000,000.00
132702 - Rock Creek Tributary	$200,000.00
112504 - Dump Truck	$325,000.00
112410 - Springbranch Garage Complex	$280,000.00
112201 - Pavement Preventative Maintenance Operations	$4,600,000.00
112203 - Emergency Transportation Projects	$250,000.00
112501 - Fairmount Loop Trail	$900,000.00
112502 - Bridge Program	$150,000.00
112503 - Sidewalks Program	$100,000.00
112601 - 23rd St Safety & Mobility Improvements	$1,000,000.00
112602 - Traffic System Improvements	$120,000.00
112603 - Englewood Roundabout & Winner Road Upgrades	$4,427,789.00
112401 - Truman Connected Phase 2	$4,907,266.00
112702 - 44th Street Traffic Calming/Sidewalks	$100,000.00
112703 - ADA Compliance Program - Streets	$250,000.00
402410 - Springbranch Garage Complex	$2,140,000.00
9749 - Main Replacement Program	$2,000,000.00
401003 - Future Prod Wells	$1,750,000.00
401703 - Maintenance Building at CBP	$200,000.00
402602 - CBP Operation Building Upgrades	$250,000.00
402603 - CBP Valve Improvements	$250,000.00
402605 - Service Line Upgrades	$1,000,000.00
401402 - Lagoon Cleanout	$250,000.00
402207 - CB Electrical Switchgear Improvements	$100,000.00
402609 - Advanced Metering Infrastructure (AMI)	$500,000.00
402701 - Paint Wests Washwater Tower	$1,000,000.00
402702 - Slaker #4 Replacement	$500,000.00
	$ 36,100,055

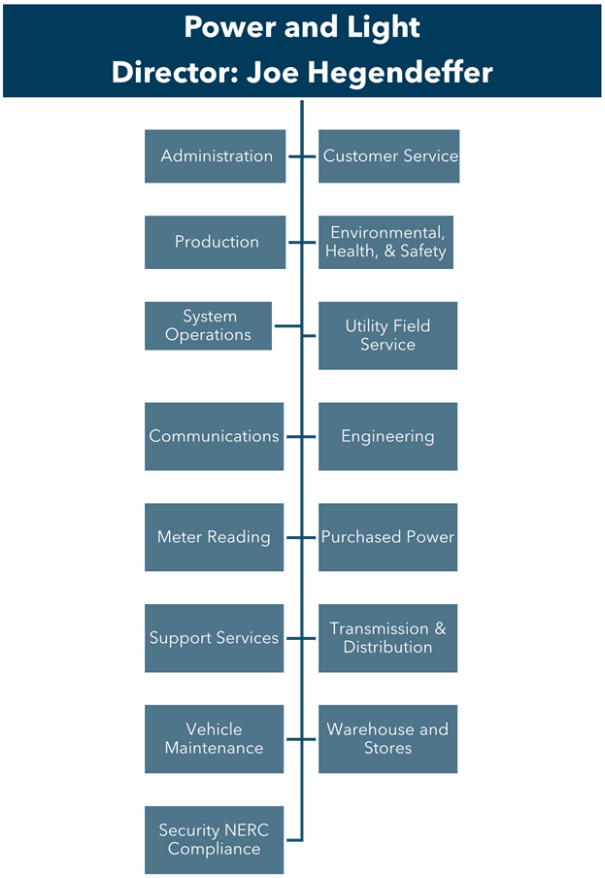
Municipal Services Debt

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Debt Service	10,493,203	10,544,000	10,544,000	10,551,100
Operating Expenses	0	0	0	0
Salary & Benefits	0	0	0	0
Grand Total	**10,493,203**	**10,544,000**	**10,544,000**	**10,551,100**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Sanitary Sewer (030)	6,221,168	6,245,000	6,245,000	6,250,000
Street Improvements Sales Tax (011)	1,754,897	1,757,000	1,757,000	1,757,100
Water (040)	2,517,138	2,542,000	2,542,000	2,544,000
Grand Total	**10,493,203**	**10,544,000**	**10,544,000**	**10,551,100**


Power and Light
Director: Joe Hegendeffer
Administration
Customer Service
Production
Environmental, Health, & Safety
System Operations
Utility Field Service
Communications
Engineering
Meter Reading
Purchased Power
Support Services
Transmission & Distribution
Vehicle Maintenance
Warehouse and Stores
Security NERC Compliance

Power & Light

The mission of the Power & Light Department is to deliver safe, reliable, and cost-effective electric service while responsibly managing public resources and investing in infrastructure that supports the long-term needs of the Independence community.

Programs

Administration

Administration provides strategic leadership and administrative support to deliver reliable, cost-effective electric services, ensure accurate financial and operational reporting, and promote a high-performance, financially sustainable organization.

Warehouse and Stores

Warehouse and Stores manages the procurement, inventory, and distribution of materials and tools to support efficient field operations and maintain reliable electric service delivery.

Vehicles Maintenance

Vehicle Maintenance procures and maintains a safe, reliable fleet to support efficient field operations and ensure timely delivery of electric utility services.

Utility Field Service

Utility Field Service division provides customer-focused field services including service connections, meter reading, and account-related field support to ensure accurate billing and responsive service to the community.

Transmission & Distribution

Transmission and Distribution division maintains, repairs, and constructs electrical transmission and distribution infrastructure, including vegetation management, to ensure safe, reliable service and support long-term community growth.

System Operations

System Operations is responsible for the 24/7 operations of the City's electrical system. Major areas of responsibility include dispatching generation resources, operating the transmission system, coordinating outage response, and managing regulatory reliability compliance efforts in an efficient, cost-effective, and reliable manner.

Support Services

Support Services division is responsible for working with the public and local businesses and administering rebate programs that support customer engagement and community economic development.

Security/NERC

Security/NERC Compliance division is responsible for managing compliance with North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP) and Operations and Planning (O&P) Reliability Standards, contributing to cybersecurity measures for Power & Light industrial control systems, and representing City interests with federal, regional, and local regulatory organizations.

Purchased Power

Purchased Power manages agreements, including the cost of energy, demand, and transmission charges, with other utilities and the Southwest Power Pool to ensure electricity is acquired in a reliable and cost-effective manner.

Production

Production manages generation resources and related operational activities to support reliable electric service delivery in an efficient and cost-effective manner.

Meter Reading

Meter Reading accurately reads electric watt-hour and water consumption meters to ensure customers are billed correctly and service usage is properly recorded.

Environmental Health & Safety

Environmental Health & Safety ensures regulatory compliance through training, programming, planning, auditing, investigations, mitigation, performance tracking and reporting efforts to encourage safe behaviors and reduce injuries, accidents, and environmental impacts.

Engineering

Engineering designs transmission, substation, and distribution systems and manages construction projects to maintain reliable electric infrastructure and support the City's growth and long-term system needs.

Customer Service

Customer Service accurately issues utility bills to all City water, sewer, and electric customers and operates a customer service center to assist with billing inquiries and support customer needs.

Communications

Communications is responsible for planning, engineering, administration, installation, and maintenance of Power & Light's internal communications, security, and fiber optic facilities, including fiber optic systems, telephone systems, CCTV systems, traffic signals, mobile radio, wireless, microwave, and SCADA/EMS and relay protection communication links.

Strategic Plan Connection

An Engaged Community
An Innovative Economy

1.1 Outreach - Continue to strengthen and innovate in ow we deliver information to the community and our partners.

2.2 Infrastructure Investments - Strategically invest in infrastructure as a mechanism to encourage economic development and economic redevelopment.

A Safe, Welcoming Community
A Well-Planned City

3.1 Public Safety - Support high-quality public safety programs, emergency preparedness, facilities, leadership.

4.1 Improve public infrastructure and the condition of public facilities.

A Safe, Welcoming Community
A Well-Planned City

A Safe, Welcoming Community
A Well-Planned City

A Financially Stable Organization

A Financially Stable Organization

Accomplishments

Power & Light is supporting an economic development project with energy agreements structured to protect Independence rate-payers from rate increases tied to said project.

The department is supporting the addition of new generating capacity on the Blue Valley Power Plant site.

Power & Light was the recipient of the American Public Power Association (APPA) Safety Award (4 years in a row, second time for Diamond Level).

The department maintains 560 miles of overhead distribution circuits, 245 miles of underground distribution circuits, and over 76 miles of transmission circuits.

Power & Light generated over 310,000,000 kilowatt-hours (kWh) of energy from our IPL-owned facilities and delivered over 981,000,000 kWh to IPL customers in 2025, as reported on the US Department of Energy, Energy Information Administration (EIA), Annual Electric Power Industry Report for calendar year 2025.

The department provides reliable service to 55,000+ electric customers city-wide.

In January 2026, Power & Light launched the Estimated Time of Restoration (ETR) feature on the Outage Map for Power & Light customers.

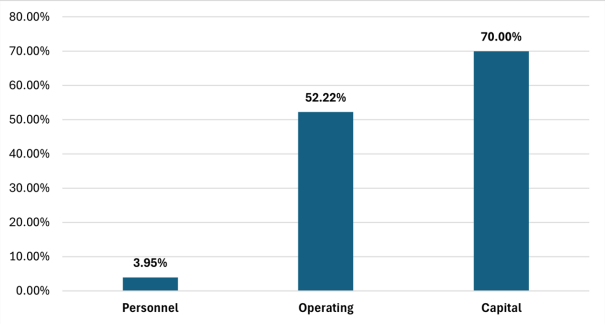
Significant Budget & Operational Changes

The FY26-27 budget includes the addition of one full-time position:
- Customer Service - Assistant Customer Service Manager $132,635.79

This budget includes the addition of an Augmented Lineman contract within the Transmission & Distribution division to provide up to three augmented lineman crews. This contract is intended to offset existing vacancies in the division and ensure continued operational reliability, with a total authorized amount of up to $2,500,000.

This budget also includes an increase of $54,227,000 in Purchased Power expenses. These additional costs are offset by $85,917,000 in projected new revenues, resulting in a net positive revenue impact of $31,690,000.

Percent Change, Adopted FY 2026 to Proposed FY 2027



Reasons for Change:

Personnel:↑COLA and LAGERS|| **Operating:**↑increase in purchased power, debt payments, software and computer equipment and maintenance, tree crew contract|| **Capital:** ↑

Full-Time Equivalent Employee (FTE)

	FY 25-26 Adopted	FY 26-27 Proposed
Power & Light	215.80	213.85

Performance Measures

Metric	FY24/25 Actuals	FY25/26 Projected	FY26/27 Estimate	Target
Provide responsive customer service to residents, by measuring incoming calls to the call center.	657 Daily calls	590 daily calls	500 daily calls	With new customer engagement portal to launch in calendar year 2026, anticipate a decrease in call volume due to better transparency and the ability to send questions via website.
Frequent and effective public outreach and communication of service outages, updates, and rate changes: Average number of communications pushed to residents monthly	4	4	4	4
Receive recognition for continuing to provide safe and reliable electricity to residents: Receive Annual Tree Line USA Award	1	1	1	1

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (0206110)	1,255,742	2,375,188	1,893,455	2,527,482
Communications (0206175)	1,768,493	2,754,881	1,804,906	2,888,124
Customer Service (0206115)	0	5,471,693	3,779,886	4,889,696
Engineering (0206160)	3,527,413	4,702,418	3,689,718	4,794,972
Environmental Health & Safety (0206111)	664,714	830,031	775,108	990,211
Meter Reading (0206126)	1,801,092	2,129,048	1,821,217	2,252,895
Production (0206140)	3,822,433	4,247,062	3,782,613	4,403,676
Purchased Power (0206145)	65,970,104	74,094,000	71,485,000	126,948,300
Security/NERC (0206180)	750,084	679,542	859,725	920,124
Support Services (0206130)	842,796	1,238,174	856,088	1,367,506
System Operations (0206170)	3,472,810	4,444,442	3,623,143	4,883,548
Transmission & Distribution (0206150)	15,068,033	16,661,572	16,637,181	19,719,670
Non-Departmental (0206520)	26,057,849	27,186,375	19,607,777	35,356,983
Utility Field Service (0206125)	1,207,317	1,160,296	1,264,929	1,202,667
Vehicle Maintenance (0206123)	1,918,393	2,268,663	2,081,147	2,202,354
Warehouse and Stores (0206122)	5,847,367	7,875,377	7,638,464	8,008,218
Capital Projects (020)	0	0	0	0
Debt (020)	8,618,510	8,634,000	8,634,000	8,634,000
Capital Projects (021)	1,182,760	24,399,000	1,390,000	41,477,400
Grand Total	**143,775,908**	**191,151,763**	**151,624,357**	**273,467,825**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)	142,593,148	166,752,763	150,234,357	231,990,425
Power & Light Capital (021)	1,182,760	24,399,000	1,390,000	41,477,400
Grand Total	**143,775,908**	**191,151,763**	**151,624,357**	**273,467,825**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	20,434,886	23,516,354	22,043,811	24,663,748
Benefits	9,241,284	11,103,944	10,233,643	11,133,227
Retiree Health Insurance	1,508,270	1,650,000	1,556,627	1,906,454
Internal Services	7,377,176	9,226,125	1,787,995	10,560,809
Professional Services	1,776,774	3,533,700	3,519,500	5,912,600
Equipment	225,886	1,437,100	513,000	1,188,300
Other Operating Expenses	93,397,059	107,651,540	101,945,780	167,991,287
Debt Service	8,631,812	8,634,000	8,634,000	8,634,000
Capital Transfers	1,182,760	24,399,000	1,390,000	41,477,400
Grand Total	**143,775,908**	**191,151,763**	**151,624,357**	**273,467,825**

Department Deep-Dive

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Administration (0206110)	**1,255,742**	**2,375,188**	**1,893,455**	**2,527,482**
Salaries	685,753	997,649	929,791	1,063,663
Benefits	302,580	472,339	361,414	449,419
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	40,998	450,000	50,000	424,600
Equipment	0	0	0	0
Other Operating Expenses	226,410	455,200	552,250	589,800
Communications (0206175)	**1,768,493**	**2,754,881**	**1,804,906**	**2,888,124**
Salaries	847,547	1,029,229	792,480	1,043,428
Benefits	353,154	424,907	383,181	443,562
Retiree Health Insurance	0	0	0	0
Internal Services	0	130,745	130,745	153,634
Professional Services	0	50,000	0	82,000
Equipment	105,501	475,000	103,000	498,500
Other Operating Expenses	462,290	645,000	395,500	667,000
Customer Service (0206115)	**0**	**5,471,693**	**3,779,886**	**4,889,696**
Salaries	0	1,632,418	1,573,112	1,630,028
Benefits	0	866,175	757,474	825,268
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	631,000	500,000	323,000

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	0	105,000	50,000	75,000
Other Operating Expenses	0	2,237,100	899,300	2,036,400
Engineering (0206160)	**3,527,413**	**4,702,418**	**3,689,718**	**4,794,972**
Salaries	1,775,791	2,037,661	1,598,584	2,044,781
Benefits	739,131	969,657	585,684	987,861
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	746,879	1,106,000	1,106,000	1,234,900
Equipment	17,847	60,100	20,000	0
Other Operating Expenses	247,765	529,000	379,450	527,430
Environmental Health & Safety (0206111)	**664,714**	**830,031**	**775,108**	**990,211**
Salaries	350,325	258,745	382,218	379,144
Benefits	128,028	108,236	143,790	144,417
Retiree Health Insurance	0	0	0	0
Internal Services	1,250	0	1,250	1,250
Professional Services	59,098	195,000	75,000	155,000
Equipment	0	0	0	0
Other Operating Expenses	126,013	268,050	172,850	310,400
Meter Reading (0206126)	**1,801,092**	**2,129,048**	**1,821,217**	**2,252,895**
Salaries	1,206,632	1,428,580	1,234,072	1,533,691
Benefits	532,746	615,767	520,945	605,204
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	15,000
Equipment	0	0	0	0
Other Operating Expenses	61,714	84,700	66,200	99,000
Production (0206140)	**3,822,433**	**4,247,062**	**3,782,613**	**4,403,676**
Salaries	2,292,664	2,285,774	2,176,507	2,399,069
Benefits	1,007,907	1,075,208	984,476	1,063,727
Retiree Health Insurance	0	0	0	0
Internal Services	0	1,980	0	1,980
Professional Services	36,331	100,000	50,000	120,000
Equipment	0	0	0	29,000
Other Operating Expenses	485,530	784,100	571,630	789,900

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Purchased Power (0206145)	**65,970,104**	**74,094,000**	**71,485,000**	**126,948,300**
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	360,000	374,000	365,000	361,800
Other Operating Expenses	65,610,104	73,720,000	71,120,000	126,586,500
Security/NERC (0206180)	**750,084**	**679,542**	**859,725**	**920,124**
Salaries	505,905	400,438	552,778	548,252
Benefits	205,742	196,604	244,647	236,555
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	15,000	15,000	65,000
Equipment	0	0	0	0
Other Operating Expenses	38,437	67,500	47,300	70,317
Support Services (0206130)	**842,796**	**1,238,174**	**856,088**	**1,367,506**
Salaries	333,131	344,703	357,165	354,158
Benefits	151,121	167,471	166,723	170,448
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	156,936	183,800	130,000	183,800
Equipment	14,143	160,000	0	160,000
Other Operating Expenses	187,465	382,200	202,200	499,100
System Operations (0206170)	**3,472,810**	**4,444,442**	**3,623,143**	**4,883,548**
Salaries	2,195,018	2,687,376	2,212,173	2,921,740
Benefits	830,574	957,366	939,970	1,022,908
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	125,050	158,900	108,500	177,500
Equipment	0	67,000	0	15,800
Other Operating Expenses	315,788	573,800	362,500	745,600
Debt Service	6,380	0	0	0
Transmission & Distribution (0206150)	**15,068,033**	**16,661,572**	**16,637,181**	**19,719,670**
Salaries	7,566,303	7,873,888	7,512,161	7,996,165

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Benefits	3,181,114	3,367,483	3,260,070	3,208,205
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	240,232	250,000	1,100,000	2,750,000
Equipment	39,748	250,000	40,000	290,000
Other Operating Expenses	4,040,635	4,920,200	4,724,950	5,475,300
Non-Departmental (0206520)	**26,057,849**	**27,186,375**	**19,607,777**	**35,356,983**
Salaries	150,018	33,662	0	59,733
Benefits	577,515	634,923	576,800	674,161
Retiree Health Insurance	1,508,270	1,650,000	1,556,627	1,906,454
Internal Services	7,215,890	8,928,500	1,656,000	10,202,045
Professional Services	11,250	20,000	20,000	20,000
Equipment	0	0	0	0
Other Operating Expenses	16,587,983	15,919,290	15,798,350	22,494,590
Debt Service	6,922	0	0	0
Utility Field Service (0206125)	**1,207,317**	**1,160,296**	**1,264,929**	**1,202,667**
Salaries	807,875	755,519	878,412	785,743
Benefits	384,564	380,676	374,417	386,924
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	14,878	24,100	12,100	30,000
Vehicle Maintenance (0206123)	**1,918,393**	**2,268,663**	**2,081,147**	**2,202,354**
Salaries	714,434	772,412	770,755	800,363
Benefits	330,976	360,351	370,892	368,441
Retiree Health Insurance	0	0	0	0
Internal Services	160,036	164,900	0	201,900
Professional Services	0	0	0	0
Equipment	48,647	320,000	300,000	120,000
Other Operating Expenses	664,301	651,000	639,500	711,650
Warehouse and Stores (0206122)	**5,847,367**	**7,875,377**	**7,638,464**	**8,008,218**
Salaries	1,003,488	978,298	1,073,604	1,103,790
Benefits	516,132	506,778	563,160	546,128

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	4,327,746	6,390,300	6,001,700	6,358,300
Capital Projects (020)	**0**	**0**	**0**	**0**
Salaries	0	0	0	0
Benefits	0	0	0	0
Equipment	0	0	0	0
Debt (020)	**8,618,510**	**8,634,000**	**8,634,000**	**8,634,000**
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	0	0	0	0
Professional Services	0	0	0	0
Equipment	0	0	0	0
Other Operating Expenses	0	0	0	0
Debt Service	8,618,510	8,634,000	8,634,000	8,634,000
Capital Projects (021)	**1,182,760**	**24,399,000**	**1,390,000**	**41,477,400**
Capital Transfers	1,182,760	24,399,000	1,390,000	41,477,400
Grand Total	**143,775,908**	**191,151,763**	**151,624,357**	**273,467,825**

Capital Projects (021)

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Equipment	1,182,760	24,399,000	1,390,000	41,477,400
Grand Total	**1,182,760**	**24,399,000**	**1,390,000**	**41,477,400**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light Capital (021)	1,182,760	24,399,000	1,390,000	41,477,400
Grand Total	**1,182,760**	**24,399,000**	**1,390,000**	**41,477,400**

Capital Projects for FY 2026-27

Project Name	Amount
Substation Fiber Optic Network Equip. Replacement	$ 100,000
Traffic Signal Detection Systems	$ 150,000
Construction of a New Substation S - Phase I 69/13 kV Station	$ 6,500,000
Construct New Transmission Sys to Serve New Sub S	$ 500,000
Service Center Upgrades	$ 500,000
161 kV Line Terminal & Control Building at Sub A	$ 4,800,000
Replace 4 - 100 MVA 161/69kV Substation Transformers.	$ 4,000,000
DAQ IOE3 Remote Terminal Unit Upgrade (NERC CIP Compliance & E	$ 100,000
Sub R Country Meadows New 13 kV Feeder	$ 1,000,000
SCADA EMS Software Upgrade 2027	$ 425,000
161 kV Line Terminal at Sub M	$ 4,000,000
H-6 Combustion Turbine Inspection	$ 1,600,000
Sub H 69/13 kV Rebuild	$ 500,000
Emergency Replacement of Transmission Poles	$ 250,000
Advanced Utility Systems – CIS Infinity Upgrade to V5	$ 500,000
Emergent Maintenance Production	$ 532,400
Substation & Transmission Upgrade & Replacement	$ 265,000
T&D Road Improvement Projects	$ 500,000
T&D System Improvements	$ 500,000
Desert Storm Switchgear Cabinets	$ 250,000
Substation Modeling	$ 100,000
Fleet Vehicle & Equipment 10 Year Replacements	$ 450,000
AMI	$ 8,000,000
Transmission Pole Replacement Program	$ 300,000
Sub H Gas Compressors	$ 2,000,000
H-5 Radiator Replacement	$ 100,000
Sub-I Generator Protection Relays	$ 130,000
161 kV Line Terminal at Sub A/Blue Valley	$ 500,000

Project Name	Amount
161 kV Line Terminal at Blue Mills	$ 500,000
Joint Use Audit	$ 2,000,000
Sub E to Sub B 69kV Line	$ 150,000
Hypervisor Upgrade	$ 150,000
Fiber Optic Network	$ 125,000
	$ 41,477,400

Debt (020)

Program by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Contingency	0	0	0	0
Debt Service	8,618,510	8,634,000	8,634,000	8,634,000
Equipment	0	0	0	0
Operating Expenses	0	0	0	0
Retiree Health Insurance	0	0	0	0
Salary & Benefits	0	0	0	0
Grand Total	**8,618,510**	**8,634,000**	**8,634,000**	**8,634,000**

Program by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Power & Light (020)	8,618,510	8,634,000	8,634,000	8,634,000
Grand Total	**8,618,510**	**8,634,000**	**8,634,000**	**8,634,000**

Capital Projects for FY 2026-27

General Fund Non-Departmental

This cost center was traditionally used for costs considered not to belong to a department. Beginning in FY19 most of these costs - primarily retiree health insurance and workers compensation insurance premiums - have been places in the department budgets.

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
City Memberships	221,715	355,860	255,900	369,860
Debt Services (002-6373, 6374, 6505)	1,751,817	1,915,919	1,886,236	2,017,090
GF Non-Departmental (6502)	10,167	62,252,223	65,235,895	355,000
Grand Total	**1,983,699**	**64,524,002**	**67,378,031**	**2,741,950**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	0	0	0	0
Benefits	0	0	0	0
Retiree Health Insurance	0	0	0	0
Internal Services	3,410	3,720	0	5,047
Professional Services	1,989	42,300	44,000	42,300
Equipment	0	0	0	0
Other Operating Expenses	372,452	62,873,213	65,729,365	1,087,303
Debt Service	1,605,849	1,604,769	1,604,666	1,607,300
Grand Total	**1,983,699**	**64,524,002**	**67,378,031**	**2,741,950**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
General (002)	1,983,699	64,524,002	67,378,031	2,741,950

Staywell Health Fund

Internal Service Funds are used to account for the financing of goods or services provided by one department or agency to other deparrtments or agencies of the government and to other governmental units on a cost-reimbursed basis. This fund is used to account for the costs of the City's self-insured healthcare plan. The salary and benefits budget reflects the City portion of the Health savings Accounts.

Department Programs

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Staywell Health Fund (091)	24,197,195	24,951,400	24,408,100	26,356,600
Grand Total	**24,197,195**	**24,951,400**	**24,408,100**	**26,356,600**

Department by Expenditure Category

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Salaries	615,846	490,500	867,500	854,600
Benefits	0	0	0	0
Professional Services	154,300	60,900	147,500	88,500
Equipment	0	0	0	0
Other Operating Expenses	23,427,049	24,400,000	23,393,100	25,413,500
Grand Total	**24,197,195**	**24,951,400**	**24,408,100**	**26,356,600**

Department by Fund

	FY 2024-25 Actuals	FY 2025-26 Budget	FY 2025-26 Estimated	FY 2026-27 Proposed
Staywell Health Fund (091)	24,197,195	24,951,400	24,408,100	26,356,600

Appendix

The City differentiates it's Capital Outlay items and a Capital Improvement Plan (CIP). Capital outlay includes any assets or equipment purchases budgeted over $5,000 with a useful life of more than one year. The $5,000 threshold applies to a per unit cost and not the total for a group of assets. Like the CIP, capital outlay items are requested to be outlined in a six-year plan. Items included in capital outlay include vehicles, computers, laptops, equipment less than $100,000 (including excavators, compressors, pumps, radios, etc.).

Although some capital outlay items may be purchased on a replacement schedule, these items are still considered one-time expenditures in nature as they are not the same assets purchased year after year.

The first exhibit shows capital outlay items that are included in the FY2026-27 budget.

FY 2026-27 Budgeted Capital Outlay Items

Dept Name	Fund	Org Key	Object	Item Description	QTY	Per Unit Cost	Total
Municipal Services	011	5112	5405	72" Bobcat Sweeper Attachment	1	7,000	7,000
Municipal Services	013	5262	5404	Traffic Control Message Board	1	30,000	30,000
Municipal Services	030	5215	5405	Blowers	1	10,000	10,000
Municipal Services	030	5215	5405	Pumps	2	25,000	50,000
Municipal Services	030	5215	5405	Valves	4	5,000	20,000
Municipal Services	030	5215	5405	Primary Pump Replacement	1	65,000	65,000
Municipal Services	030	5230	5405	Ring Saw	1	6,500	6,500
Municipal Services	030	5230	5405	Push Camera	1	15,000	15,000
Municipal Services	030	5230	5405	T66 tractor for CCTV	1	15,000	15,000
Municipal Services	030	5230	5404	Truck Topper	1	7,500	7,500
Municipal Services	030	5230	5404	Dump Bed	1	10,000	10,000
Municipal Services	030	5230	5405	Plate Compactor Attachment	1	13,000	13,000
Municipal Services	040	4830	5405	Smooth Bucket for Skid Steer	1	5,000	5,000
Municipal Services	040	4830	5405	Well Flow Meters	6	7,500	45,000
Municipal Services	040	4830	5405	Chlorine Analyzer Replacement	4	11,250	45,000
Municipal Services	040	4830	5405	Silo Slurry Pumps	2	45,000	90,000
Municipal Services	040	4840	5405	Skid Steer Broom	1	8,000	8,000
Municipal Services	040	4840	5405	Leak Correlator	1	30,000	30,000
Municipal Services	040	4821	5404	Ford Transit F350 Van	1	85,000	85,000
Municipal Services	040	4821	5405	Tap Machine	1	8,700	8,700
						Total Municipal Services	**565,700**
Police Dept	016	4564	5404	Equipped Police Vehicles (type varies)	4	87,500	350,000
Police Dept	016	4564	5402	Mobile Data Terminals	15	6,667	100,000
Police Dept	016	4564	5404	Mobile (in-car) Radios	2	6,000	12,000
Police Dept	016	4562	5405	Handheld Portable Radios	10	5,300	53,000
Police Dept	016	4564	5404	Starchase Systems	-	-	-
						Total Independence Police Department	**515,000**
Parks & Rec	012	6041	5404	Mower Replacement Program for Park Mtn	5	11,500	57,500
Parks & Rec	012	6041	5404	2-Ton Truck Replacement Program for Park Mtn	1	62,500	62,500
Parks & Rec	007	6074	5404	2-Ton Truck Replacement Program for Park Mtn	1	62,500	62,500
Parks & Rec	012	6041	5404	1-Ton Truck Replacement Program for Park Mtn	2	49,000	98,000

FY 2026-27 Budgeted Capital Outlay Items

Parks & Rec	012	6041	5404	1/2-Ton Truck Replacement Program for Park Mtn	3	36,000	108,000
Parks & Rec	002	6014	5402	Mower Replacement Program for ROW	1	11,500	11,500
Parks & Rec	012	6041	5406	Dickinson Park overlay	1	55,000	55,000
Parks & Rec	012	6044	5406	15 Passenger Van	1	80,000	80,000
Parks & Rec	012	6045	5406	Renovate Sprayground	1	75,000	75,000
						Total Parks & Recreation	**610,000**
Tech Services	095	4220	5402	Aruba Switches	1	10,000	10,000
Tech Services	095	4220	5402	Aruba Chassis Switch	-	-	-
Tech Services	095	4220	5402	Datacenter switches	-	-	-
						Total Technology Services	**10,000**
IPL	020	6115	5403	Office Furniture	1	10,000	10,000
IPL	020	6115	5405	Payment Kiosk	1	50,000	50,000
IPL	020	6115	5405	Printer Purchase	1	15,000	15,000
IPL	020	6123	5404	Ford F-250 Service Body	1	60,000	60,000
IPL	020	6123	5405	4 Post Lift	1	60,000	60,000
IPL	020	6126	5405	Hand Held Itron Computers	-	-	-
IPL	020	6126	5405	VersaProbes (machine to read remoted water meters)	-	-	-
IPL	020	6130	5402	New Server for Security Video Storage	1	70,000	70,000
IPL	020	6130	5402	Backup Server for Security Video Storage	1	70,000	70,000
IPL	020	6130	5405	Gates & Gate Operators	1	20,000	20,000
IPL	020	6140	5402	SafeTK (Lockout/Tagout)	1	29,000	29,000
IPL	020	6150	5405	Replacement Machinery & Equipment	1	50,000	50,000
IPL	020	6150	5405	Underground Switching/Fusing Cabinets	4	50,000	200,000
IPL	020	6150	5405	Drone Acquisition (& Training & Other Troubleshooting E	3	13,333	40,000
IPL	020	6170	5403	Office Furniture	1	15,800	15,800
IPL	020	6175	5402	BGP Routers	3	6,500	19,500
IPL	020	6175	5404	Reel Trailer	1	20,000	20,000
IPL	020	6175	5405	Traffic Cabinets	3	30,000	90,000
IPL	020	6175	5405	IP Flex / MMS Telephone System	1	50,000	50,000
IPL	020	6175	5405	Dispatch Remodel - AV only	1	85,000	85,000
IPL	020	6175	5405	Traffic Preemption	21	4,000	84,000
IPL	020	6175	5405	Traffic Signal Recovery	3	50,000	150,000
						Total Independence Power & Light	**1,188,300**
						Total Capital Outlay	**2,889,000**

Resource Requests

Included in FY 2026-27 Proposed Budget

Any new items or programs that do not fit into a department's base budget must be submitted as a resource request. Resource requests are required for any:

- Personnel changes
  - If requesting new headcount, benefits should be included.
- Operating expenditure changes (not personnel) over $5,000.
- Overtime increases of more than 10% at the department or fund level, against the prior year adopted budget

Fund	Department	Type	Package	Impact to Fund	FTE
002	City Clerk	OPEX	Iron Mountain Record Storage	2,000.00	
002	Community Development	Personnel	Building Inspector	101,889.00	1.00
002	Community Development	OPEX	Transportation Services	143,500.00	
002	Community Development	OPEX	Professional Services (Abatements)	60,878.00	
095	Finance	Equipment	Equipment for Personnel Requests Budget	4,500.00	
095	Finance	Personnel	Procurement Specialist II - Utilities	109,897.00	1.00
095	Finance	Equipment	Equipment for Personnel	15,000.00	
095	Finance	OPEX	Safety & Compliance Operating Expenses	40,000.00	
095	Finance	Personnel	Budget Analyst I	120,111.94	1.00
095	Finance	Personnel	Accountant I - Public Held Assets & Grants	104,486.71	1.00
095	Finance	Personnel	Accounting Manager	150,481.19	1.00
065	Fire	Equipment	CAD to CAD Interface	100,000.00	
017	Fire	OPEX	5% Pay Increase Non-Rep Employees 4671	46,608.14	
017	Fire	OPEX	5% Pay Increase Non-Rep Employees	71,463.37	
017	Fire	Personnel	Deputy Fire Chief of Operations	37,601.77	
002	Health & Animal Services	OPEX	Animal Shelter Overtime	15,000.00	
002	Health & Animal Services	Equipment	Artificial Turf for the Shelter Yards	60,000.00	
095	Human Resources	Personnel	Learning & Development Specialist	36,817.97	1.00
002	Law	Personnel	Administrative Assistant II (Law)	59,562.21	1.00
002	Municipal Court	Equipment	Case File Jackets	2,645.00	
090	Municipal Services	Equipment	Fleet Management Information System	125,000.00	
002	Parks & Recreation	Personnel	Custodian in-house	139,758.00	4.00
002	Parks & Recreation	OPEX	Facility Maintenance Overtime	8,000.00	
012	Parks & Recreation	Personnel	GAPS position	68,052.00	1.00
007	Parks & Recreation	OPEX	Increase Cemetery Overtime Budget	10,000.00	
016	Police	Equipment	Increase for AXON Records	858,886.00	
016	Police	Equipment	AED Authority Annual Contract	12,825.00	
016	Police	Equipment	Glocks	178,907.50	
016	Police	Equipment	Vehicle Replacement	450,000.00	
016	Police	Equipment	Starchase	28,000.00	
016	Police	Equipment	In-Car Radios	156,600.00	
065	Police	Equipment	Ballistic Plate Carriers	24,000.00	
065	Police	Equipment	Dog Food	8,000.00	
065	Police	Equipment	Mitigating Explosive Supplies	6,000.00	
065	Fire	Equipment	Hose Testing	20,000.00	
065	Police	Equipment	Drone Crash Scene Mapping	38,728.55	
065	Police	Equipment	Drones for Patrol	5,000.00	
065	Police	Equipment	Detention Maintenance	9,000.00	
020	Power & Light	OPEX	Purchased Power New Exp Offset by Rev.	54,227,000.00	

Fund	Department	Type	Package	Impact to Fund	FTE
020	Power & Light	OPEX	Augmented Lineman 3 Crew Contract	2,500,000.00	
020	Power & Light	Personnel	Assistant Customer Service Manager	132,215.79	1.00
095	Technology Services	Personnel	Help Desk Team - Supervisor	144,422.25	1.00
095	Technology Services	Personnel	Cyber Security Supervisor (Half-Year)	71,774.03	1.00
				$ 60,504,611.42	**15**

Budget Procedures and Policies

The fiscal year of the city shall start on July 1st and end on June 30th.

1. **Budget Preparation and Submission**
    - **City Charter, Section 8.2 Budget: Preparation and submission.** At least forty-five (45) days before the beginning of the fiscal year, the City Manager shall prepare and submit to the Council a proposed budget for the next fiscal year, which shall contain detailed estimates of anticipated revenues including any resources available from the current fiscal year and proposed expenditures for the year and any explanatory message. The budget shall include the general fund and at least all other regular operating funds which are deemed to require formal annual budgeting and shall be in such form as the City Manager deems desirable or as the Council may require. The total of the proposed expenditures from any fund shall not exceed the total of the anticipated resources thereof. The budget and budget message shall be public records in the office of the City Clerk and shall be open to public inspection. Copies of the budget and budget message shall be made for distribution to persons on request.
    - **City Charter, Section 8.3 Comparison of anticipated revenues and proposed expenditures with prior years.**
    - In parallel columns opposite the several items of anticipated revenues in the budget, there shall be placed the amount of revenue during the last preceding fiscal year and the amount of revenue up to the time of preparing the budget plus anticipated revenue for the remainder of the current fiscal year estimated as accurately as may be.
    - In parallel columns opposite the several items of proposed expenditures in the budget, there shall be placed the amount of each such item actually expended during the last preceding fiscal year and the amount of each such item actually expended up to the time of preparing the budget plus the expenditures for the remainder of the current fiscal year estimated as accurately as may be.
2. **Public Hearing**
    - **City Charter, Section 8.4 Budget: Public hearing.** The Council shall hold a public hearing on the proposed budget at least one (1) week after a notice of the time of the hearing has been published in a newspaper of general circulation within the city; and any interested person shall have the opportunity to be heard. The Council may continue the hearing at later meetings without further notice.
3. **Amendments, Adoption and Appropriations**
    - **City Charter, Section 8.5 Budget: Amendment, adoption, appropriations.** The Council may insert, strike out, increase, or decrease items in the budget, and otherwise amend it, but may not increase any estimate of anticipated revenues therein unless the City Manager certifies that, in the City Manager's judgment, the amount estimated will be revenue of the fiscal year. The Council, not later than the twenty seventh (27th) day of the last month of the fiscal year, shall adopt the budget and make the appropriations for the next fiscal year. If the Council fails to adopt the budget and make the appropriations on or before that day, the budget as submitted or as amended, shall go into effect and be deemed to have been finally adopted by the Council; and the proposed expenditures therein shall become the appropriations for the next fiscal year. The appropriations, when made by the Council by a general appropriation ordinance separate from the budget document, need not be in as great detail as the proposed expenditures in the budget. Appropriations from a fund shall never exceed the anticipated resources thereof in the budget as adopted
4. **Transfer of Appropriation Balances and Amendments**
    - **City Charter, Section 8.6 Budget: Transfer of appropriation balances, amendment.** After the appropriations are made and except as the Council by ordinance may provide otherwise, the City Manager may transfer unencumbered appropriation balances or parts thereof from any item of appropriation within a department, office or agency to any other items of appropriation, including new items within the same department, office or agency; and upon recommendation by the City Manager, the Council may transfer unencumbered appropriation balances or parts thereof from any item of appropriation, including an item for contingencies, in a fund to any other item of appropriation, including new items in the fund.

      Upon recommendation by the City Manager, the Council by ordinance may also amend the budget as adopted by changing the estimates of anticipated revenues for proposed expenditures of a fund and otherwise; and may increase or decrease the total appropriations from a fund when a change in revenues or conditions justify such action; but total appropriations from any fund shall never exceed the anticipated revenues thereof in the budget as adopted or as

amended, as the case may be. The Council shall not increase any estimate of anticipated revenues in the budget unless the City Manager certifies that, in the City Manager's judgement, the amount estimated will be revenue of the fiscal year.

5. **Fund Types**
    - Governmental Funds – are those through which most governmental functions of the city are financed. The acquisition, use and balances of the city's expendable financial resources and the related liabilities (other than those in proprietary funds) are accounted for through governmental funds. The measurement focus is upon determination of changes in financial position. The following are the city's governmental fund types for which annual operating budgets are prepared:
        - **The General Fund** is the principal operating fund of the city and accounts for all financial transactions not accounted for in other funds. The general operating expenditures, fixed charges and capital improvement costs that are not paid through other funds are financed through revenues received by the General Fund.
        - **Special Revenue Funds** are used to account for revenues derived from specific taxes, governmental grants or other revenue sources which are designated to finance particular functions or activities of the city.
    - Proprietary Funds – are used to account for the city's on-going organizations and activities which are similar to those often found in the private sector. The measurement focus is upon determination of net income. The following are the city's proprietary fund types:
        - **Enterprise Funds** are sued to account for operations that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges or where the periodic determination of net income or loss is deemed appropriate.
    - Internal Service Funds – are used to account for the financing of goods or services provided by one department or agency to other departments or agencies of the city on a cost-reimbursement basis
6. **Basis of Accounting/Measurements Focus for Budgets**
    - Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and recorded in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. Measurement focus determines upon expenditures – decreases in net financial resources. The measurement focus for proprietary funds Is based on expenses – decreases in net total assets. The principal difference between expenditures and expenses is that with expenditures, the primary concern is the flow of resources, however with expenses; the primary concern is the substance of transactions and events which may not specifically related to the actual flow of resources. As already indicated, the basis of accounting relates to when transactions are recorded, not what is actually recorded. The three different types of accounting basis are 1) cash, 2) Modified Accrual, and 3) Accrual. The latter two are recognized as Generally Accepted Accounting Principles (GAAP); the Cash basis is not. The modified accrual basis of accounting is utilized by all governmental fund types and expendable trust funds. Under the modified accrual basis of accounting, revenues are recorded as collected unless susceptible to accrual, i.e., amounts measurable and available to finance the city's operations or of a material amount and not received at the normal time of receipt. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Significant revenues which are considered susceptible to accrual include real estate taxes, sales taxes, utility franchise taxes, interest, and certain State and Federal grants and entitlements. Expenditures, other than interest on long-term debt, are recorded when the liability is incurred. In applying the susceptible to accrual concept to intergovernmental revenues (i.e. grants), the legal and contractual requirements of the individual program is used as guidance. There are, however, essentially two types of these revenues. In one, monies must be expended on the specific purpose or project before any amounts will be paid to the city; therefore, revenues are recognized based upon the expenditures recorded. In the other, monies are virtually unrestricted as to purposes or expenditures and nearly irrevocable. i.e., revocable only for failure to comply with prescribed compliance requirements. These resources are reflected as revenues at the time of receipt or earlier if they meet the available and measurable criteria. Real estate taxes levied and expected to be collected within sixty days are after the fiscal year end are considered available and, therefore, are recognized as revenues. Licenses and permits, fines and forfeitures, charges for services and miscellaneous revenues are recorded as revenues when received in cash because they are generally not measurable until actually received. The accrual basis of accounting is utilized by

the proprietary and nonexpendable trust fund types. Under this basis of accounting, revenues are recognized when earned (including unbilled revenue) and expenses are recorded when liabilities are incurred.

7. **Encumbrances**
    - The city's policy is to prepare the annual operating budget on a basis which includes encumbrances as the equivalent of expenditures in order to assure effective budgetary control and accountability and to facilitate effective cash planning and control. Encumbrance accounting is where purchase orders, contracts, and other commitments for the expenditures of funds are recorded in order to reserve that portion of the applicable appropriation.
    - Encumbrances outstanding at year-end represent the estimated amount of the expenditures ultimately to result if unperformed contracts in proves at year-end are completed. Encumbrances outstanding at year-end are reported in the Annual Comprehensive Financial Report (ACFR) as reservations of fund balances because they do not constitute expenditures or liabilities. Outstanding encumbrances at year-end are re-appropriated in the following fiscal year in order to provide authority to complete these transactions
8. **Difference between Budget Basis and Financial Reporting Basis**
    - The city's Annual Comprehensive Financial Report (ACFR) reports on the status of the city's finance in accordance with the GAAP basis of accounting. In most cases this is also the same basis of accounting as used in preparing the budget. Exceptions to the basis of accounting used for financial reports and in preparing the budget are listed below:
        1. Governmental Fund Types – All governmental fund types use the same basis of accounting for reporting and budgeting with the exception that the budget also recognizes encumbrance accounting. In the ACFR, the "Combined Statement of Revenues, Expenditures and Changes in Fund Balance – All Governmental Fund Types and Expendable Trust Funds" presents revenues and expenditures in accordance with the GAAP basis of accounting. The "Combined Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual (Budget Basis)" in the ACFR presents the same information, however it also includes the recognition of encumbrances. This later statement provides a reconciliation of the presented data to the GAAP basis statement.
        2. Proprietary Fund Types – All proprietary fund types use the same basis of accounting for reporting and budgeting with the exception of "non-cash" expenses and disbursements that affect balance sheet accounts. "Non-cash" expenses are included in the financial reports but not in the budget. An example of this type of expense would be depreciation where an expense is recorded but a cash disbursement does not take place. Balance sheet account disbursements are items that are included in the budget as expenditures, however they do not affect the "Combined Statement of Revenues, Expenses and Changes in Retained Earnings/Fund Balances – All Proprietary Fund types and Nonexpendable Trust Funds" (i.e. the operating statement) in the ACFR.
        3. An example of these types of items would be inventory purchases, debt principal payments and capitalized labor and material costs.

FINANCIAL POLICIES

Adopted by Council Resolution 17 - 729

Statement of Purpose

The City of Independence has an important responsibility to our residents to carefully account for public funds, manage municipal finances wisely, and to develop a plan to adequately fund services and facilities desired and needed by the public. The financial integrity of our city government is of utmost importance and the codification of a set of financial policies is a key element in maintaining this integrity. The formalization of a set of financial policies for the city is consistent with the Council's adopted goal of ensuring city finances are stable and sustainable through control of long-term costs, optimization of resources, long-range financial planning and sound decision-making.

Written and adopted financial policies have many benefits such as assisting the City Council and City Manager in providing the financial management of the city, saving time and energy when discussing financial matters, engendering public confidence and providing continuity over time as City Council and staff members change. While these policies will periodically be reviewed and amended, they will provide the foundation and framework for many of the issues and decisions facing the City today and in the future. They will promote sound financial management and assist in the city's stability, efficiency and effectiveness.

In the past, the City of Independence has developed a variety of different types of financial policies, many of which have been maintained on a somewhat informal basis. These policies can be found in a variety of different locations, including Council Resolutions, Ordinances, Budget Documents, Capital Improvements Programs, etc. The financial policies listed below will establish consistent standards for the review of existing practices as well as the development of future financial plans.

The following policies are divided into seven major categories: General, Fund Balances, Debt, Financial Sustainability, Long Range Financial Planning, Monitoring – Accountability – control, and Investment of Funds.

A. General

a. Compliance with Applicable Laws: The City shall comply with all applicable federal and state laws, the City Charter, and the Code of Ordinances with respect to the interpretation and application of these policies.

b. Compliance with Governmental Standards: Policies and practices in financial reporting shall be consistent with Governmental Accounting Standards Board (GASB) standards.

B. Fund Balances

a. Minimum Unrestricted and Unassigned Fund Balance & Working Capital: The City of Independence has determined it a sound financial practice to maintain adequate fund balances and working capital. Accordingly, the city will endeavor to maintain a minimum Unrestricted and Unassigned Fund Balance in the General Fund equal to 16% of annual operating revenues less one-time funds like grants or transfers.

The city has adopted separate risk-based methodology for Fund Balances in Enterprise Funds.

For Special Revenue Funds that are primarily designated for capital purposes and support limited personnel and ongoing operations, the city will endeavor to maintain an Unassigned Fund Balance of 5% of annual revenues.

For Special Revenue Funds that support personnel and ongoing operations as well as capital expenditures, the city will endeavor to maintain an Unassigned Fund Balance between 5% and 16% of annual revenues.

b. Use of Fund Balance: Circumstances may arise which warrant the use of Unassigned or Unrestricted Fund Balances and working capital balances. These include revenue shortfalls, unanticipated cost increases, emergencies, grant matching, early debt retirement, major projects and expenditures beyond those created by only natural disasters. In such cases, any expenditures from the Unassigned or Unrestricted Fund Balance must be approved by the Council. The rationale for the expenditure must be documented as part of council action. Any unrestricted and unassigned funds in excess of target minimums may be expended to fund nonrecurring expenditures.

c. Recovery Plan: if, based on staff's analysis and forecasting, the target level of Unassigned Fund Balance reserve is not being met or is unlikely to be met at some point within a five-year time horizon, then during the annual budget process, a plan to replenish the Unassigned Fund Balance reserve should be established.

C. Debt

a. Evaluation Criteria: The following will be used to evaluate pay-as-you-go versus debt financing in funding capital improvements and equipment:

i. Factors which favor pay-as-you-go financing including the following:

1. Current revenues and fund balances are available.
2. Phasing-in of projects is feasible.
3. Additional debt levels would adversely affect the City's credit rating.
4. Market conditions are unfavorable or suggest difficulties in marketing new debt.

ii. Factors which favor debt financing include the following:

1. Revenues available for debt issues are considered sufficient and reliable so that long-term financing can be marketed with an appropriate credit rating, which can be maintained.
2. Market conditions present favorable interest rates and demand for city debt financing.
3. A project is mandated by state or federal government and current revenues, or fund balances are insufficient to pay project costs.
4. A project is immediately required to meet or relieve capacity needs.
5. The life of the project or asset financed is five years or longer.
6. The life of the project or asset is less than five years, but short-term financing that does not exceed the useful life of the project or asset is feasible.
7. Cost savings can be achieved by completing improvements as a single large project rather than as a multi-year series of pay-as-you-go smaller projects.

b. Neighborhood Improvement District (NID) Debt: NID debt may be issued provided assessment payments are adequate to cover 100% of debt service and financing costs. The city will simultaneously apply any related economic development policies to evaluate the feasibility of the development project before issuing debt.

c. Early Debt Retirement: The city will endeavor, when possible, to retire bonds and other similar instruments early when sufficient revenues are accumulated and to refinance debt when a Net Present Value Savings of at least 3% exists.

d. Debt Term to Match Useful Life: Debt shall only be issued when the term of financing does not exceed the useful life of the asset for which the debt was issued.

e. City Debt Schedule: To ensure that long term debt obligations are sufficiently funded and accounted for, it is the city’s policy to develop a comprehensive debt schedule which matches specific revenues to specific debt obligations for each year of the entire term of each source of debt.

f. Debt Coverage & Solvency: To demonstrate solvency, ensure sufficient revenues exist to retire debt issued and maintain favorable bond ratings, the city will endeavor to maintain a Debt Service Coverage Ratio (net operating income [revenue minus operating expenses excluding transfers] divided by total debt service payment) of at least 1.2.

g. Lease Purchase Financing: The city will lease-purchase items only if lease rates are less than the rate attained from investment return. In no event shall the city lease-purchase items with a useful life of less than the term of the lease.

h. Financial Advisor: To provide advice on the issuance of debt and related matters, the city will employ the services of an outside financial advisor. The financial advisor will assist the city in evaluating when debt should be sold through a competitive versus negotiated sale. Such factors in determining the form of sale include, but are not limited to, the complexity of the issue; the need for specialized expertise; maximizing savings in time or money; or circumstances in which market conditions or city credit are unusually volatile or uncertain. It is the city’s policy that said financial advisor cannot also serve as the underwriter of municipal securities.

i. Statutory Limitations: The Missouri Constitution permits a city, by vote of two-thirds of the voting electorate, to incur general obligation indebtedness for city purposes not to exceed 10% of the assessed value of taxable tangible property. The city may issue additional debt not to exceed 10% of assessed valuation (20% total) for street and sewer improvements or purchasing or constructing water or electric utility plants.

D. Financial Sustainability

a. Financial Sustainability: To ensure financial sustainability in city programs and operations, it shall be the city's policy to apply one-time revenues to fund non-recurring expenditures. Similarly, personnel costs and ongoing programs and operations will be funded with on-going, sustainable sources of revenue.

b. Priority Funding to Maintain Assets: In preparing the annual budget, priority shall be given to providing adequate funding for maintenance, upkeep, and scheduled replacement of physical assets. The city will endeavor to establish funding levels to replace assets on a life-cycle basis. Enterprise Fund operations will endeavor to reflect, in budget appropriations, reinvest for the depreciation of assets.

E. Long Range Financial Planning

a. 5-Year Capital Improvement Plan: The city will annually prepare a capital improvement plan that identifies its priorities and timeframe for undertaking capital projects and provides a financing plan for those projects. In order to ensure that proposed capital projects, their timing and their financing best meet the city's policies and plans, the capital improvement plan will:

i. Project at least five years into the future.

ii. Consider overall affordability in terms of both capital and operating costs; and

iii. Include a process that allows stakeholder involvement in prioritizing projects and review.

b. Long Range Planning of Financial Obligations: The city will annually prepare a financial plan to assess the long-term financial implications of current and proposed policies, programs and assumptions in order to develop appropriate strategies to achieve its goals. The financial plan will consist of:

i. An analysis of financial trends.

ii. An assessment of problems or opportunities facing the city.

iii. A five-year forecast of revenues and expenditures.

iv. A review of cash flow requirements and appropriate fund balances to determine whether modifications are appropriate for the Fund Balance Reserve Policy; and

v. Any further analyses as may be appropriate.

F. Monitoring -- Accountability -- Control

a. Transfer of funds: Department Directors, with the consent of the City Manager or his/her designee, may transfer funds between line items within the total budget appropriation of a particular budget in a fund. The City Manager may transfer unencumbered appropriation balances or parts thereof from any item of appropriation within a fund, department, office or agency to any other items of appropriation, including new items, within the same fund or department.

b. Reports: It is the city's policy to produce monthly reports to verify that city departments are operating within the amount of appropriation, to compare actual income and expenses to budget estimates, to update yearend revenues and expense projections, and to develop, as soon as possible, strategies to meet financial challenges. Monthly reports to the City Manager from the Finance Department will also be provided to illustrate overall financial position of the city. A comprehensive annual financial report, as well as an annual audit, will also be produced.

c. Spending: No expenditures may be made, or funds encumbered, unless consistent with adopted purchasing policies and expenditure procedures.

d. Service Delivery Analysis: The city will seek to optimize the efficiency and effectiveness of its services to reduce costs and improve service quality. Alternative means of service delivery will be evaluated to ensure that quality services are provided to our residents at the most competitive and economical cost. Department directors, in cooperation with the City Manager's office, will identify all activities that could be provided by another source and review options/alternatives to current service delivery methods. The review of service delivery alternatives and the need for the service will be performed annually or on an "opportunity" basis.

e. Grant Acceptance: The city shall actively pursue federal, state and other grant opportunities when deemed appropriate. Before accepting any grant, the city shall thoroughly consider all implications related to costs associated with complying with the terms of the grant agreement and the ongoing obligations that will be required in connection with the acceptance of the grant. In the event of reduced grant funding, city resources may be substituted only after all program priorities and alternatives are considered during the budget process. The City Manager will establish supplemental administrative policies to ensure appropriate coordination of grant applications and ensure grant compliance.

f. Employee Staffing Levels: The addition of new positions will only be requested after service needs have been thoroughly examined and it is substantiated that the additional staffing will result in increased revenue, enhanced operating efficiencies, or the achievement of specific objectives approved by the Council. To the extent feasible, personnel cost reductions will be achieved through attrition and reassignment.

g. Technology & Expertise: to ensure, to the greatest extent possible, accuracy in financial reporting, it is the city's policy to invest in necessary technology. It is also the city's policy to invest in training to develop staff expertise in financial reporting systems.

G. Investment of Funds

a. The investment of city funds will be handled in accordance with the city's Statement of Investment Policy and Section 3.34(6) of the Charter of the City of Independence. Investments shall be undertaken in a manner that does not conflict with the Missouri Constitution Article IV, Section 5 on permitted investments or Section 30.270 of the Missouri Revised Statutes on permitted collateral.
b. Safety of Principal: It is the city's policy that the foremost consideration in the city's investment strategy should be safety of the principal invested.
c. Liquidity: It is the City's policy that the investment portfolio always remains sufficiently liquid to meet all operating requirements.
d. Return: It is the city's policy that the investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, considering the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety of principal and liquidity objectives described above.

Utility Cash Reserve Policy for Electric

Statement of Purpose

To help ensure financial stability, timely completion of capital improvements and enable the utility to meet requirements for large, unexpected expenditures, a targeted cash reserve policy should be established. The cash reserve policy establishes a target as well as a bandwidth amount of cash the utility should keep in reserve to address the operational and financial risks of the utility. Actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets, future capital plan, rate setting polices, and debt policies.

Funds available for the Cash reserve target shall not include funds that are legally required for debt service or funds available but designated for other purposes. Those designations include but are not limited to purposes such as collateral posting requirements, customer deposits and advance payments as well as reserves established through power purchase contracts.

Methodology

The methodology outlined in this policy is based on certain assumptions related to:

- Revenue Risk
- Expense Risk
- Working Capital
- Capital Risk

After the reserve minimum is determined, management should consider the target "in total" and not each individual category.

Percentage risk factors for Revenue, Expense, Working Capital, and Capital Reserve will be subject to City Council review and approval as part of the annual budget process.

[Initial recommended risk factor percentages are included below for illustrative purposes for the current fiscal year]

Calculation and Risk Factors Used

General Sales Decrease Economic Recession
Purpose: Cover fixed costs due to large scale economic shock similar to the Great Recession of 2008- 2012. The fixed costs represent the total amount of operating expenses historically assumed or experienced to be fixed and add debt service, the necessary 10% coverage of debt service as well as the PILOT to the City. **[The cash reserve will include 6.0% of fixed costs over a 12-month period]**

Loss of Large (Top12) Customer
Purpose: Cover fixed costs due to loss of one of the Top 12 Customers. Can also represent loss of load due to distributed generation or renewable mandate. **[The cash reserve will include 2.0% of fixed costs over a 12-month period]**

Off System Sales
Purpose: Address risk of loss in the "profit" of off-system sales. **[The cash reserve will include up to 10% of adjusted margin for power marketing revenues.]**

Interest Income
Purpose: Address risk of loss of interest income on invested cash. **[The cash reserve will include up to 100 basis points (1%) of interest income from short- term investments over a 12-month period]**

Expense Risk

Unplanned Outage -- Market Exposure
Purpose: Address market risk if Nebraska City Unit 2 has an unplanned outage. **[The cash reserve will include an assumed outage of 90 days at a capacity factor of 90% and an energy shortfall that IPL can hedge by 50%. The market price of power is assumed to be weekday peak]**

Planned Outage – Market Exposure
Purpose: Address market risk in Nebraska City Unit 2 has planned outage. **[The cash reserve will include an assumed outage of 30 days at a capacity factor of 90% and an energy shortfall that IPL can hedge by 50%. The market price of power is assumed to be weekday peak]**

Fuel (Natural Gas) Exposure

Purpose: Address risk for natural gas purchases. **[The cash reserve will include assumption that IPL annually needs 1.5 million MMBTu of natural gas and the market price is higher than the budgeted amount by $1.74 per MMBtu (representing the historical standard deviation in the natural gas market)]**

Power Purchases and Capacity Expense
Purpose: Address market risk for power and capacity purchases. **[The cash reserve will include an assumption that IPL needs 1.7 million MWhs annually, that 50% of this need is hedged with long term agreements and the price for the remaining needs is at the "Weekday Off Peak" rate]**

Renewable Energy Expense
Purpose: Address risk that wind and solar resources have higher capacity factors. **[The cash reserve will include an assumption of an assumed wind energy capacity factor of 40% at $20 per MWh cost differential for 12-months]**

Working Capital

Purpose: Represents a level of cash on hand to address the billing cycle (up to 60 days to convert MWhs delivered to an account receivable to cash) and uncertainty. [**The cash reserve will include up to an assumption of 90 days of working capital]**

Capital Reserve

Purpose: Represents a level of cash on hand to allow for the flexible execution of both routine an unexpected capital projects. **[The cash reserve will include up to the average annual deprecation levels for previous six years]**

Targeted Cash Reserve Calculation

The targeted cash reserve calculation considers the risk “in total” and not each individual category.

If certain events occur that results in cash reserves falling below the targeted cash reserve levels, the Manager should make recommendations to the City Council to restore cash reserves to the targeted levels over the subsequent three years. These actions may include several options:

- Rate adjustments
- Cost reductions
- Issuance of bonds to fund capital improvement programs rather than use of "PayGo".
- Modification of the assumptions used to determine the cash reserve levels.

It is important to emphasize this is a recommended targeted cash reserve. Actual cash reserves may vary substantially above the target and is dependent of the life cycle of assets, future capital plan, rate setting policies, and debt policies. The cash reserve calculation should be updated annually as part of the budget process.

Utility Cash Reserve Policy for Electric

Statement of Purpose

To help ensure financial stability, timely completion of capital improvements and enable the utility to meet requirements for large, unexpected expenditures, a targeted cash reserve policy should be established. The cash reserve policy establishes a target as well as a bandwidth amount of cash the utility should keep in reserve to address the operational and financial risks of the utility. Actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets, future capital plan, rate setting polices, and debt policies.

Funds available for the Cash reserve target shall not include funds that are legally required for debt service or funds available but designated for other purposes.

Methodology

The methodology outlined in this policy is based on certain assumptions related to:

1. Revenue Risk
2. Expense Risk
3. Working Capital
4. Capital Reserve

After the reserve minimum is determined, management should consider the target “in total” and not each individual category. Percentage risk factors for Revenue, Expense, Working Capital, and Capital Reserve will be subject to City Council review and approval as part of the annual budget process. **[Initial recommended risk factor percentages are included below for illustrative purposes for the current fiscal year]**

Calculation and Risk Factors Used

Revenue Risk

General Sales Decrease Economic Recession
Purpose: Cover fixed costs due to large scale economic shock like the Great Recession of 2008- 2012. The fixed costs represent the total amount of operating expenses historically assumed or experienced to be fixed and add debt service, the necessary 10% coverage of debt service as well as the PILOT to the City.
[The cash reserve will include 8.0% of fixed costs over a 12-month period]

Loss of Large Wholesale Customer
Purpose: Cover fixed costs due to the loss of one of the wholesale customers and represents loss of sales due to conservation efforts. **[The cash reserve will include 5.0% of fixed costs over a 12-month period]**

Loss of Large Commercial Customer
Purpose: Cover fixed costs due to the loss of one of the larger customers of the department.

[The cash reserve will include 0.1% of fixed costs over a 12-month period]

Loss of Sales for Resale and Other Revenue
Purpose: There is a profit margin associated with resale sales and this profit can subsidize the operations of the utility.
[The cash reserve will include an assumed 10% reduction in profit margin over a 12-month period]

Interest Income
Purpose: Address risk of loss of interest income on invested cash.
[The cash reserve will include up to 100 basis points (1%) of interest income from short-term investments over a 12-month period]

Expense Risk

Power and Pumping
Purpose: Address market risk of electric power needed by the Department. Electric power is a commodity and subject to market and seasonal risks.
[The cash reserve will include a $10 per MWh standard deviation on Annual MWh over a 12- month period]

Other expenses – including Chemicals

Purpose: Represents a level of cash on hand to address the billing cycle (up to 60 days to convert water treatment and delivery costs to an account receivable to cash). **[The cash reserve will include up to an assumption of 90 days working capital]**

Working Capital

Purpose: Represents a level of cash on hand to address the billing cycle (up to 60 days to convert water treatment and delivery costs to an account receivable to cash).
[The cash reserve will include up to an assumption of 90 days of working capital]

Capital Reserve

Purpose: Represents a level of cash on hand to allow for the flexible execution of both routine and unexpected capital projects.
[The cash reserve will include up to the average annual depreciation levels]

Targeted Cash Reserve Calculation

The targeted cash reserve calculation considers the risk “in total” and not each individual category. The recommended level is $15.3 million. If certain events occur that results in cash reserves falling below the targeted cash reserve levels, the Manager should make recommendations to the City Council to restore cash reserves to the targeted levels over the subsequent three years. These actions may include several options:

- rate adjustments
- cost reductions
- issuance of bonds to fund capital improvement programs rather than the use of “PayGo”.
- funds on hand
- modification of the assumptions used to determine the cash reserve levels.

It is important to emphasize this is a recommended targeted cash reserve. Actual cash reserves may vary substantially above the target and is dependent of the life cycle of assets, future capital plan, rate setting policies, and debt policies. The cash reserve calculation should be updated annually as part of the budget process.

Utility Cash Reserve Policy for Water Pollution Control (Sanitary Sewer)

Statement of Purpose

To help ensure financial stability, timely completion of capital improvements and enable the utility to meet requirements for large, unexpected expenditures, a targeted cash reserve policy should be established. The cash reserve policy establishes a target as well as a bandwidth amount of cash the utility should keep in reserve to address the operational and financial risks of the utility.

Actual cash reserves may vary substantially above the minimum and is dependent on the life cycle of assets, future capital plan, rate setting polices, and debt policies.

Funds available for the Cash reserve target shall not include funds that are legally required for debt service or funds available but designated for other purposes.

Methodology

The methodology outlined in this policy is based on certain assumptions related to:

1. Revenue Risk
2. Expense Risk
3. Working Capital
4. Capital Reserve

After the reserve minimum is determined, management should consider the target “in total” and not each individual category. Percentage risk factors for Revenue, Expense, Working Capital, and Capital Reserve will be subject to City Council review and approval as part of the annual budget process. **[Initial recommended risk factor percentages are included below for illustrative purposes for the current fiscal year]**

Calculation and Risk Factors Used

Revenue Risk

General Sales Decrease Economic Recession
Purpose: Cover fixed costs due to large scale economic shock like the Great Recession of 2008- 2012. The fixed costs represent the total amount of operating expenses historically assumed or experienced to be fixed and add debt service, the necessary 10% coverage of debt service as well as the PILOT to the City.
[The cash reserve will include 7.0% of fixed costs over a 12-month period]

Loss of Top Customer
Purpose: Cover fixed costs due to the loss of one of the top customers and represents loss of sales due to conservation efforts.
[The cash reserve will include 3.1% of fixed costs over a 12-month period]

Interest Income

Purpose: Address risk of loss of interest income on invested cash.
[The cash reserve will include up to 100 basis points (1%) of interest income from short-term investments over a 12-month period]

Expense Risk

Treatment and Disposal
Purpose: Address risk of an increase in the cost of treatment and disposal.
[The cash reserve will include a 3.0% assumed variance on an increase in treatment and disposal over a 12-month period]

Other expenses – Collection, Lab Services and Administration & General

Purpose: Address risk of operating expenses incurred by the department. **[The cash reserve will include a 1.0% assumed variance for a small increase in operating expenses over a 12-mont period]**

Working Capital

Purpose: Represents a level of cash on hand to address the billing cycle (up to 60 days to convert WPC treatment and delivery costs to an account receivable to cash).
[The cash reserve will include up to an assumption of 90 days of working capital]

Capital Reserve

Purpose: Represents a level of cash on hand to allow for the flexible execution of both routine and unexpected capital projects.
[The cash reserve will include up to the average annual depreciation levels]

Targeted Cash Reserve Calculation

The targeted cash reserve calculation considers the risk “in total” and not each individual category. The recommended level is $16.5 million. If certain events occur that results in cash reserves falling below the targeted cash reserve levels, the Manager should make recommendations to the City Council to restore cash reserves to the targeted levels over the subsequent three years. These actions may include several options:

- rate adjustments
- cost reductions
- issuance of bonds to fund capital improvement programs rather than the use of “PayGo”.
- funds on hand
- modification of the assumptions used to determine the cash reserve levels.

It is important to emphasize this is a recommended targeted cash reserve. Actual cash reserves may vary substantially above the target and is dependent of the life cycle of assets, future capital plan, rate setting policies, and debt policies. The cash reserve calculation should be updated annually as part of the budget process.

Glossary

Financial Terminology

Accrual Basis of Accounting

The basis of accounting under which revenues are recorded when earned and expenditures are recorded as soon as they result in liabilities for benefits received.

Accounting System

The collective set of records and procedures used to record, classify, and report information on the financial status and operations of the city. The city currently uses Munis.

Accounts Payable

Amounts owed by the city to external entities for goods and services received.

Accounts Receivable

Amounts due to the city from external entities for goods and services.

Adopted Budget

The title of the budget following its formal adoption by resolution of the council

Ad Valorem

In proportion to value, a basis for levy of taxes on property.

Annual Comprehensive Financial Report (ACFR)

Audited financial statements submitted to the Mayor, City Council, and City Manager by the Finance Director on an annual basis.

Appropriation

An authorization made by the City Council to make expenditures and incur obligations for specific purposes.

Assessed Valuation

The dollar value assigned to real estate or other property as a basis for levying taxes.

Asset Management

Lifecycle management of an infrastructure asset to provide the required level of service in the most cost-effective manner. Activities include project planning, design and construction, commissioning, operations and maintenance, repair, replacement, upgrade, restoration, modernization, or refurbishment and decommissioning or disposal.

Audit, external

An examination of city records and accounts by an external source to check their validity and accuracy. A systematic collection of the sufficient, competent evidential matter needed to attest to the fairness of management’s assertions in the financial statements or

to evaluate whether management has efficiently and effectively carried out its responsibilities.

Audit, internal

An examination of city records and/or processes by an internal source to provide an assessment to improve the economy, efficiency, and effectiveness of city government.

Balanced Budget

A budget in which planned expenditures do not exceed planned funds available. For budgeting purposes, the use of contingency reserves or use of fund balance will be considered revenue in defining a balanced budget.

Bond

A written promise to pay a specified sum of money (called the face value or principal amount) at a specified date in the future (the maturity date), together with periodic interest at a specified rate.

Budget

A plan of financial operation embodying an estimate of proposed expenditures for a given period and the proposed means of financing them. Independence's Operating Budget encompasses one fiscal year, as does the Capital Improvement Program appropriation.

Budget Adjustment

This is a supplemental increase or decrease to the approved budget approved by the City Council via a resolution or meeting minute motion. Budget Calendar – The schedule of key dates or milestones which a government follows in the preparation and adoption of the budget.

Budget Document

The official written statement prepared by the Finance Department and supporting staff, which represents the proposed budget to the legislative body.

Capital Assets

Purchases or acquisitions of assets with an initial individual cost of more than$100,000 and an estimated useful life more than one year. Categories include land, buildings, equipment, infrastructure assets (roads, bridges, traffic signals, water and sewer systems, drainage systems) and other similar categories.

Capital Improvement Plan

Acronym: CIP
A multi-year plan for capital expenditures to be incurred each year over a fixed period of years to meet capital needs.

Capital Project Funds

Funds that are utilized to account for resources used for the acquisition and construction of capital facilities by the city, except for those assets financed by proprietary funds.

Capital Outlay

Equipment (fixed assets) with a value $5,000 or more and an estimated useful life of more than one year, such as automobiles and office furniture, which appear in the operating budget.

Community Development Block Grant (CDBG)

Funds allocated to local government from the federal government, usually through a local clearinghouse based on a formula, but required to be applied for and used within a broad functional area such as community development.

CID

Community Improvement District

Cost Allocation

A method used to charge General Fund overhead costs to other funds, such as Enterprise funds and Internal Service funds.

Debt Service

The cost of paying principal and interest on borrowed money according to a predetermined payment schedule.

Deficit

When the expenditures of a government are greater than its taxes and other revenues.

Deferred Maintenance

A backlog of needed repairs to city facilities including facility maintenance, painting and structural repairs.

Depreciation

The expense incurred with the expiration of a capital asset

Direct Costs

Operational expenditures exclusive to a specific service or program.

Discretionary Revenue

Revenue received or collected which is not restricted in use and can be used for any city expenditure.

Encumbrance

The commitment of appropriated funds to purchase an item or service.

Enterprise Fund

A fund established to account for operations that are financed and operated in a manner similar to private business enterprises and are intended to be entirely self supported.

Expenditure

The spending of funds set aside by appropriation for identified goods and services.

Fines and Forfeitures

A Revenues received and/or bail monies forfeited upon conviction of a misdemeanor or municipal infraction.

Fiduciary Fund

A fund used to account for assets held by a government in a trustee capacity or as an agent for individuals, private organizations, other governments and/or other funds.

Fiscal Policy

A government's policies with respect to revenues, spending, and debt management as these relate to government services, programs and capital investment.

Fiscal Year

A 12-month period designated as the operating year for accounting and budgeting purposes in an organization. The city of Independence's fiscal year is July 1 to June 30.

Fixed Assets

Assets of long-term character that are intended to continue to be held or used, such as land, buildings, machinery, furniture, and other equipment.

Full-Time Equivalent (FTE)

The hours worked by one employee on a full-time basis, used to convert the hours worked by several part-time employees into the hours worked by full-time employees. One full-time position equates to 2,080 annual hours, and two employees each working 1,000 annual hours equals 1.0 full-time equivalent employee.

Fund

An independent fiscal and accounting entity with a self-balancing set of accounts recording cash and/or other resources together with all related liabilities, obligations, reserves, and equities.

Fund Balance

The excess of the assets of a fund over its liabilities, reserves, and carryover.

Generally Accepted Accounting Principles

Acronym: GAAP
Uniform minimum standards for financial accounting and recording, encompassing the conventions, rules, and procedures that define accepted accounting principles.

General Fund

The primary fund used by a government entity. This fund is used to record all resource inflows and outflows that are not associated with special-purpose funds.

General Obligation Bonds

Bonds backed by the full faith and credit of the issuing government.

Governmental Accounting Standards Board

Acronym: GASB
The authoritative accounting and financial reporting standard-setting body for government entities.

Grant

A contribution by one governmental unit to another. The contribution is usually made to aid in the support of a specified function.

Indirect Costs

Costs associated with, but not directly attributable to, the provision of a product or service.

Infrastructure

The physical assets of a government (e.g., streets, water, sewer, public buildings and parks).

Intergovernmental Revenue

Funds received from federal, state and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes.

Interfund Transfers

Payments from one fund to another fund, primarily for work or services provided.

Internal Service Fund

A fund that provides services to all city departments and bills the various other funds for services rendered.

Long-Term Debt

Debt with a maturity of more than one year after the date of issuance.

Mandated Program

A requirement by the State or Federal government that the city perform a task, perform a task a particular way or perform a task to meet a particular standard, often without compensation from the higher level of government.

Modified Accrual Basis of Accounting

A basis of accounting used in governmental fund types where revenues are recognized when they become both measurable and available to finance expenditures.

One-time Expenditures and/or Revenues

Used for onetime projects or services. After the project or service is completed, expenditures and/or revenues are terminated and are not considered part of the budget for the following year.

Operating Budget

The portion of the budget pertaining to daily operations that provide basic governmental services.

Operating Expenses

The cost for personnel, materials and equipment required for a department to function.

Performance Measures

Process of collecting, analyzing and/or reporting regarding the accomplishments toward a goal by department.

Personnel

Costs associated with providing the staff necessary to provide the desire levels of service.

Proposed Budget

The title of the budget prior to its formal adoption by resolution of the City Council.

Proprietary Fund

Accounts for services for which the city charges a fee, internally and externally. There are two types of proprietary funds, enterprise and internal service.

Reserve

An account used either to set aside budgeted revenues that are not required for expenditure in the current budget year or to earmark revenues for a specific future purpose.

Revenue

Sources of income financing the operations of government.

Special Assessment

A compulsory levy made against certain properties to defray all or part of the cost of a specific capital improvement or service deemed to benefit primarily those properties.

Special Revenue Fund

A fund used to account for the proceeds of specific revenue sources that are legally restricted to expenditure for specified purposes.

Taxes

Mandatory charges levied by a governmental unit for the purpose of financing services performed for the common benefit.

Tax Increment Financing

Acronym: TIF
A tool used to publicly finance needed public improvements and enhanced infrastructure in a defined area to promote the viability of existing businesses and attract new commercial enterprises.

Tax Levy

The resultant product when the tax rate per one hundred dollars is multiplied by the tax base.

Transfers

Legally authorized financial transaction occurring between a fund receiving revenue to the fund through which the resources are to be expended.

Unassigned Fund Balance

The residual classification for the government's General Fund and includes all amounts not contained in the other classifications.

User Fees

The payment of a fee for direct receipt of a public service by the party who benefits from the service.

Variance

Difference between budgeted and actual amounts.

Working Capital

The amount of current assets that is in excess of current liabilities.

Organization-specific Terminology

Community Facilities District (CFD)

A designated area for specific capital improvements installed by the city or a developer, or the maintenance of the same. The property owners receiving the benefit of the improvements pay an assessment on their property tax bills.

LAGERS

Local Government Employees Retirement System.

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-038 **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. 19810**

Recommendations:

Council approval is recommended.

Background:

This ordinance will increase appropriations in the Operating and Capital Budgets of various departments for changes that have occurred during the current fiscal year. A detailed background of each proposed amendment is attached to this agenda item.

Emergency Justification:

Fiscal Impact:

This ordinance will increase appropriations a net budget increase (excluding transfers) of $3,067,025.00 in the 2025-2026 Operating Budgets of various departments and funds for budget changes that have occurred during the current fiscal year that have been requested by operating budgets. The total General Fund impact, including transfers, is $3,234,392.72.

Department	Fund	Expense	Transfer Out	Revenue	Transfer In
Finance	002	$ -	$ -	$ 4,000,000	$ -
Finance/Law	002	$ -	$ 2,700,000	$ -	$ -
Finance	002	$ -	$ 179,195	$ -	$ -
Finance	040	$ -	$ -	$ -	$ 179,195
Finance/Law	093	$ 2,700,000	$ -	$ -	$ 2,700,000
Police	002	$ 5,198	$ -	$ -	$ -
Administration	002	$ 350,000	$ -	$ -	$ -
Power & Light	020	$ -	$ 11,827	$ -	$ -
Power & Light	021	$ 11,827	$ -	$ -	$ 11,827
	Totals	**$ 3,067,025**	**$ 2,891,022**	**$ 4,000,000**	**$ 2,891,022**

Council Action:

Department / Contact Finance /

REVIEWERS

Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Appropriations Ordinance - Supplemental FY25-26 5.5.26
2. Appropriations Background Q4 FY25-26 5.5.26
3. Ord. No. 19810260605134617

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, the adopted Operating and Capital budgets for the 2025-26 fiscal year were approved by the City Council by Ordinance No. 19682; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased transfers in an amount up to $2,700,000, payable from increased revenues, from the General Fund (No. 002) to the Risk Management Fund (No. 093) for the settlement of pending and anticipated legal claims and litigation-related expenses, including settlements.

SECTION 2. Increased appropriations in an amount up to $2,700,000 in the Risk Management Fund (No. 093) for the payment of pending and anticipated legal claims and litigation-related expenses, including settlements.

SECTION 3. Increased transfers in the amount of $179,194.72, payable from increased revenues, from the General Fund (No. 002) to the Sanitary Sewer Fund (No. 030) for repayment of the retired Stormwater Fund (No. 035) negative fund balance.

SECTION 4. Increased appropriations in the amount of $5,198.00 payable from Police Forfeiture Funds, in the General Fund (No. 002) for critical incident response equipment.

SECTION 5. Increased appropriations in the amount of $350,000.00, payable from increased revenues, from the General Fund (No. 002) for expenses related to the bi-state sustainable corridor project through Mid-America Regional Council.

SECTION 6. Increased transfers in the amount of $11,827.00, payable operational savings, from the Power & Light Fund (No. 020) to the Power and Light Fund – Capital (No. 021) for increased expense for Capital Project No 202614, Fleet Vehicle & Equipment 10-year Replacements.

PASSED THIS _____ DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED - FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

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

Source is: As Indicated Above

_____
Director of Finance and Administration
City of Independence, Missouri

City of Independence, Missouri
Supplemental Appropriation Ordinance
Fiscal Year 2025-26

Section 1:

Fund: General Fund

Department: Finance/Law

Source: Increased Revenues

Description: Transfer of funds in the amount up to $2,700,000 from the General Fund to the Risk Management Fund (093) for legal fees and settlements, payable from increased revenues received from bond issuance fees in the amount of $4,000,000.
002-002-3398-DATA
002-002-6600-093

Section 2:

Fund: Risk Management Fund

Department: Finance/Law

Source: Transfers

Description: Increased appropriations in an amount up to $2,700,000 in the Risk Management fund for the payment of pending and anticipated legal claims and litigation-related expenses, including settlements. As reported at the April 13, 2026, City Council Study Session, the Risk Management Fund currently has a negative unrestricted fund balance due to outstanding legal liabilities.
0934293-5240

Section 3:

Fund: General Fund

Department: Finance

Source: Transfers

Description: Increased transfers in the amount of $179,194.72, payable from increased revenues, from the General Fund to the Sanitary Sewer Fund for repayment of the retired Stormwater Fund. In 2001, the City retired the Stormwater Fund (No. 035), which predated the current Stormwater Sales Tax Fund. The Fund had a negative fund balance which was absorbed by the Sanitary Sewer Fund with a repayment plan from the General Fund originally slated to be paid after 10 years. However, payments slowed to $10,000 per year. This request represents the remaining balance between the two funds.
002-002-6600-030

Section 4:

Fund: General Fund

Department: Police

Source: Police Forfeiture Funds

Description: Increased expenditures in the amount of $5,198.00, from the General Fund for the purchase of Brinc Ball kits for critical incident response.
0024514-5313 TREAS

Section 5:

Fund: General Fund

Department: Administration

Source: Increased Revenues

Description: Increased expenditures in the amount of $350,000 for expenses to Mid-America Regional Council Bistate Reinvestment Corridor Planning Project.

Section 6:

Fund: Power & Light

Department: Power & Light

Source: Existing Resources

Description: Transfer of funds in the amount of $11,827.00 in the Power and Light Fund (020) to the Power and Light Fund – Capital (021) and increased expenditures in the capital fund for additional budget needed for Capital Project No. 202614 for a Fleet Vehicle & Equipment Replacement of a digger derrick.

BILL NO. 26-038

ORDINANCE NO. 19810

AN ORDINANCE ADOPTING AMENDMENTS TO THE FISCAL YEAR 2025-2026 BUDGET, WHICH WAS APPROVED BY ORDINANCE NO. 19682.

WHEREAS, the adopted Operating and Capital budgets for the 2025-26 fiscal year were approved by the City Council by Ordinance No. 19682; and,

WHEREAS, since that time some circumstances have arisen that necessitate changes to the appropriations established in the adopted budget; and,

WHEREAS, these changes are listed in detail in terms of background, purpose, and funding source in the attached agenda item cover sheet;

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

SECTION 1. Increased transfers in an amount up to $2,700,000, payable from increased revenues, from the General Fund (No. 002) to the Risk Management Fund (No. 093) for the settlement of pending and anticipated legal claims and litigation-related expenses, including settlements.

SECTION 2. Increased appropriations in an amount up to $2,700,000 in the Risk Management Fund (No. 093) for the payment of pending and anticipated legal claims and litigation-related expenses, including settlements.

SECTION 3. Increased transfers in the amount of $179,194.72, payable from increased revenues, from the General Fund (No. 002) to the Sanitary Sewer Fund (No. 030) for repayment of the retired Stormwater Fund (No. 035) negative fund balance.

SECTION 4. Increased appropriations in the amount of $5,198.00 payable from Police Forfeiture Funds, in the General Fund (No. 002) for critical incident response equipment.

SECTION 5. Increased appropriations in the amount of $350,000.00, payable from increased revenues, from the General Fund (No. 002) for expenses related to the bi-state sustainable corridor project through Mid-America Regional Council.

SECTION 6. Increased transfers in the amount of $11,827.00, payable operational savings, from the Power & Light Fund (No. 020) to the Power and Light Fund – Capital (No. 021) for increased expense for Capital Project No 202614, Fleet Vehicle & Equipment 10-year Replacements.

PASSED THIS 1st DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

City Clerk

APPROVED - FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

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

Source is: As Indicated Above

Director of Finance and Administration
City of Independence, Missouri

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-039 **2R** An ordinance finding, determining, and declaring the necessity of acquiring general utility easements and temporary construction easements for the 33rd and Willis Emergency Stormwater Project (Project No. 131802-19); 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. 19811**

Recommendations:

Council approval is recommended.

Background:

Approval of this item will allow staff to obtain property easements necessary to begin repairs to a collapsed gabion wall at 33rd & Willis. If not repaired, this damaged storm structure threatens to cause flood damage to nearby properties.

Emergency Justification:

Fiscal Impact:

The potential fiscal impact to the City is estimated at $10,000. Funding for the Emergency Stormwater Project (No. 131802) is included in the Fiscal Year 2025-2026 budget, on page 240, in account number 131802-C-0587058-5406.

Council Action:

Department / Contact Municipal Services /

REVIEWERS

Mike Jackson
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. MS.33rd and Willis Emergency Stormwater Easement Ordinance - Project No. 131802-19
2. Ord. No. 19811

BILL NO._____

ORDINANCE NO._____

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE 33rd AND WILLIS EMERGENCY STORMWATER PROJECT (PROJECT NO. 131802-19); 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 and temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the 33rd and Willis Gabion Wall Failure Project (No. 131802-19), 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 33rd and Willis Gabion Wall Failure Project (No. 131802-19) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings general utility easements and temporary construction easements for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks, channels, 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

Temporary Construction Easement
A Temporary Construction Easement, being part of Lot 1, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49

North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the northeast corner of said Lot 1, thence along the north line of said Lot 1, North 88°08’51” West, 5.00 feet, to a point on the west line of a platted 10-foot wide utility easement, the Point of Beginning;

Thence from the Point of Beginning, along said west line, South 01°51'09" West, 11.34 feet, to a point on the northerly line of a 15-foot wide sewer line easement recorded in Book I-2078, Page 452 (Instrument No. 1990I1012524); thence along said northerly line, North 73°16'17" West, 14.93 feet; thence leaving said northerly line, North 00°00'00" West, 7.51 feet, to a point on the north line of said Lot 1; thence along said north line, South 88°08'51" East, 14.67 feet, to the Point of Beginning and contains 137 square feet, more or less.

Tract 2:

General Utility Easement
A General Utility Easement, being part of Lot 2, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence along the south line of said Lot 2, North 88°08’51” West, 5.00 feet, to a point on the west line of a platted 10-foot wide utility easement; thence along said west line, North 01°51’09” East, 10.44 feet, to the Point of Beginning;

Thence from the Point of Beginning, leaving said west line, North 01°11'37" West, 59.10 feet; thence along a non-tangent curve to the left, having a radius of 128.31 feet, a curve length of 5.58 feet, a chord bearing of North 04°17'41" West, and a chord length of 5.58 feet, to a point on the north line of said Lot 2; thence along said north line, South 88°08'51" East, 3.74 feet, to a point on the west line of said platted utility easement; thence along said west line, South 01°51'09" West, 64.56 feet, to the Point of Beginning and contains 112 square feet, more or less.

Temporary Construction Easement
A Temporary Construction Easement, being part of Lot 2, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence along the south line of said Lot 2, North 88°08’51” West, 5.00 feet, to a point on the west line of a platted 10-foot wide utility easement, the Point of Beginning;

Thence from the Point of Beginning, continuing along said south line, North 88°08'51" West, 14.67 feet; thence leaving said south line, North 00°00'00" West, 9.96 feet; thence North

01°49'12" West, 24.12 feet; thence North 00°44'03" West, 34.05 feet; thence North 05°42'40" West, 7.02 feet, to a point on the north line of said Lot 2; thence along said north line, South 88°08'51" East, 15.26 feet; thence leaving said north line, along a non-tangent curve to the right, having a radius of 128.31 feet, a curve length of 5.58 feet, a chord bearing of South 04°17'41" East, and a chord length of 5.58 feet; thence South 01°11'37" East, 59.10 feet, to a point on the west line of said platted utility easement; thence along said west line, South 01°51'09" West, 10.44 feet, to the Point of Beginning and contains 1,133 square feet, more or less.

Tract 3:

General Utility Easement
A General Utility Easement, being part of Lot 3, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the southeast corner of said Lot 3, thence along the south line of said Lot 3, North 88°08’51” West, 5.00 feet, to a point on the west line of a platted 10-foot wide utility easement, the Point of Beginning;

Thence from the Point of Beginning, continuing along said south line, North 88°08'51" West, 3.74 feet; thence leaving said south line, along a non-tangent curve to the left, having a radius of 128.31 feet, a curve length of 4.29 feet, a chord bearing of North 06°29'58" West, and a chord length of 4.29 feet; thence North 36°14'14" West, 6.08 feet; thence North 11°13'43" East, 10.11 feet; thence North 59°15'00" East, 2.78 feet; thence North 76°41'51" East, 4.27 feet, to a point on the west line of said platted utility easement; thence along said west line, South 01°51'09" West, 21.62 feet, to the Point of Beginning and contains 130 square feet, more or less.

Temporary Construction Easement
A Temporary Construction Easement, being part of Lot 3, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the southeast corner of said Lot 3, thence along the south line of said Lot 3, North 88°08’51” West, 5.00 feet, to a point on the west line of a platted 10-foot wide utility easement; thence continuing along said south line, North 88°08’51” West, 3.74 feet, to the Point of Beginning;

Thence from the Point of Beginning, continuing along said south line, North 88°08'51" West, 15.26 feet; thence leaving said south line, North 05°42'40" West, 18.68 feet; thence North 02°51'03" West, 17.42 feet; thence North 90°00'00" East, 22.90 feet, to a point on the west line of said platted utility easement; thence along said west line, South 01°51'09" West, 15.00 feet; thence leaving said west line, South 76°41'51" West, 4.27 feet; thence South 59°15'00" West, 2.78 feet; thence South 11°13'43" West, 10.11 feet; thence South 36°14'14" East, 6.08 feet; thence along a non-tangent curve to the right, having a radius of 128.31 feet, a curve length of

4.29 feet, a chord bearing of South 06°29'58" East, and a chord length of 4.29 feet, to the Point of Beginning and contains 638 square feet, more or less.

Tract 4:

General Utility Easement
A General Utility Easement, being part of Lot 15, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the northwest corner of said Lot 15, thence along the north line of said Lot 15, South 81°12’05” East, 5.04 feet, to a point on the east line of a platted 10-foot wide utility easement; thence along said east line, South 01°51’09” West, 14.08 feet, to the Point of Beginning;

Thence from the Point of Beginning, leaving said east line, North 80°06'32" East, 1.31 feet; thence along a non-tangent curve to the right, having a radius of 145.31 feet, a curve length of 17.64 feet, a chord bearing of South 06°24'49" East, and a chord length of 17.63 feet; thence South 01°11'37" East, 71.26 feet; thence South 21°34'04" East, 8.34 feet; thence South 68°25'56" West, 11.90 feet, to a point on the east line of said platted utility easement; thence along said east line, North 01°51'09" East, 100.72 feet, to the Point of Beginning and contains 551 square feet, more or less.

Temporary Construction Easement
A Temporary Construction Easement, being part of Lot 15, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the northwest corner of said Lot 15, thence along the north line of said Lot 15, South 81°12’05” East, 5.04 feet, to a point on the east line of a platted 10-foot wide utility easement, the Point of Beginning;

Thence from the Point of Beginning, continuing along said north line, South 81°12'05" East, 15.31 feet; thence leaving said north line, South 02°43'56" East, 90.88 feet; thence North 76°15'14" East, 34.72 feet; thence North 50°32'12" East, 66.13 feet, to a point on the westerly right-of-way line of Willis Avenue, as now established; thence along said westerly right-of-way line, along a non-tangent curve to the left, having a radius of 40.00 feet, a curve length of 18.93 feet, a chord bearing of South 02°34'52" East, and a chord length of 18.75 feet; thence leaving said westerly right-of-way line, South 50°32'12" West, 58.30 feet; thence South 76°15'14" West, 41.06 feet; thence South 00°00'00" West, 18.91 feet, to a point on the northerly line of a 15-foot wide sewer line easement recorded in Book I-2078, Page 454 (Instrument No. 1990I1012525); thence along said northerly line, North 63°00'34" West, 25.23 feet; thence continuing along said northerly line, North 71°45'44" West, 1.52 feet, to a point on the east line of said platted utility easement; thence along said east line, North 01°51'09" East, 0.64 feet; thence leaving said east

line, North 68°25'56" East, 11.90 feet; thence North 21°34'04" West, 8.34 feet; thence North 01°11'37" West, 71.26 feet; thence along a non-tangent curve to the left, having a radius of 145.31 feet, a curve length of 17.64 feet, a chord bearing of North 06°24'49" West, and a chord length of 17.63 feet; thence South 80°06'32" West, 1.31 feet, to a point on the east line of said platted utility easement; thence along said east line, North 01°51'09" East, 14.08 feet, to the Point of Beginning and contains 3,323 square feet, more or less.

Tract 5:

Temporary Construction Easement
A Temporary Construction Easement, being part of Lot 14, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the southwest corner of said Lot 14, thence along the south line of said Lot 14, South 81°12’05” East, 5.04 feet, to a point on the east line of a platted 10-foot wide utility easement, the Point of Beginning;

Thence from the Point of Beginning, along said east line, North 01°51'09" East, 10.07 feet; thence leaving said east line, North 90°00'00" East, 14.69 feet; thence South 00°00'00" East, 9.94 feet; thence South 02°43'56" East, 2.47 feet, to a point on the south line of said Lot 14; thence along said south line, North 81°12'05" West, 15.31 feet, to the Point of Beginning and contains 167 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 and temporary construction easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is here by authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and

escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS _____DAY OF _____, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

_____
City Clerk

APPROVED – FORM AND LEGALITY:

_____
City Counselor

REVIEWED BY:

_____
City Manager

BILL NO. 26-039

ORDINANCE NO. 19811

AN ORDINANCE FINDING, DETERMINING AND DECLARING THE NECESSITY OF ACQUIRING GENERAL UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS FOR THE 33rd AND WILLIS EMERGENCY STORMWATER PROJECT (PROJECT NO. 131802-19); 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 and temporary construction easements in accordance with the plans and specifications as approved for construction, operation and maintenance of the 33rd and Willis Gabion Wall Failure Project (No. 131802-19), 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 33rd and Willis Gabion Wall Failure Project (No. 131802-19) for the City of Independence, Missouri, to acquire by purchase or eminent domain proceedings general utility easements and temporary construction easements for such public improvements, including, but not limited to, the right to construct curbs, drives, trails, sidewalks, channels, 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

Temporary Construction Easement
A Temporary Construction Easement, being part of Lot 1, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49

North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the northeast corner of said Lot 1, thence along the north line of said Lot 1, North 88°08'51" West, 5.00 feet, to a point on the west line of a platted 10-foot wide utility easement, the Point of Beginning;

Thence from the Point of Beginning, along said west line, South 01°51'09" West, 11.34 feet, to a point on the northerly line of a 15-foot wide sewer line easement recorded in Book I-2078, Page 452 (Instrument No. 1990I1012524); thence along said northerly line, North 73°16'17" West, 14.93 feet; thence leaving said northerly line, North 00°00'00" West, 7.51 feet, to a point on the north line of said Lot 1; thence along said north line, South 88°08'51" East, 14.67 feet, to the Point of Beginning and contains 137 square feet, more or less.

Tract 2:

General Utility Easement
A General Utility Easement, being part of Lot 2, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence along the south line of said Lot 2, North 88°08'51" West, 5.00 feet, to a point on the west line of a platted 10-foot wide utility easement; thence along said west line, North 01°51'09" East, 10.44 feet, to the Point of Beginning;

Thence from the Point of Beginning, leaving said west line, North 01°11'37" West, 59.10 feet; thence along a non-tangent curve to the left, having a radius of 128.31 feet, a curve length of 5.58 feet, a chord bearing of North 04°17'41" West, and a chord length of 5.58 feet, to a point on the north line of said Lot 2; thence along said north line, South 88°08'51" East, 3.74 feet, to a point on the west line of said platted utility easement; thence along said west line, South 01°51'09" West, 64.56 feet, to the Point of Beginning and contains 112 square feet, more or less.

Temporary Construction Easement
A Temporary Construction Easement, being part of Lot 2, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the southeast corner of said Lot 2, thence along the south line of said Lot 2, North 88°08'51" West, 5.00 feet, to a point on the west line of a platted 10-foot wide utility easement, the Point of Beginning;

Thence from the Point of Beginning, continuing along said south line, North 88°08'51" West, 14.67 feet; thence leaving said south line, North 00°00'00" West, 9.96 feet; thence North

01°49'12" West, 24.12 feet; thence North 00°44'03" West, 34.05 feet; thence North 05°42'40" West, 7.02 feet, to a point on the north line of said Lot 2; thence along said north line, South 88°08'51" East, 15.26 feet; thence leaving said north line, along a non-tangent curve to the right, having a radius of 128.31 feet, a curve length of 5.58 feet, a chord bearing of South 04°17'41" East, and a chord length of 5.58 feet; thence South 01°11'37" East, 59.10 feet, to a point on the west line of said platted utility easement; thence along said west line, South 01°51'09" West, 10.44 feet, to the Point of Beginning and contains 1,133 square feet, more or less.

Tract 3:

General Utility Easement
A General Utility Easement, being part of Lot 3, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the southeast corner of said Lot 3, thence along the south line of said Lot 3, North 88°08'51" West, 5.00 feet, to a point on the west line of a platted 10-foot wide utility easement, the Point of Beginning;

Thence from the Point of Beginning, continuing along said south line, North 88°08'51" West, 3.74 feet; thence leaving said south line, along a non-tangent curve to the left, having a radius of 128.31 feet, a curve length of 4.29 feet, a chord bearing of North 06°29'58" West, and a chord length of 4.29 feet; thence North 36°14'14" West, 6.08 feet; thence North 11°13'43" East, 10.11 feet; thence North 59°15'00" East, 2.78 feet; thence North 76°41'51" East, 4.27 feet, to a point on the west line of said platted utility easement; thence along said west line, South 01°51'09" West, 21.62 feet, to the Point of Beginning and contains 130 square feet, more or less.

Temporary Construction Easement
A Temporary Construction Easement, being part of Lot 3, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the southeast corner of said Lot 3, thence along the south line of said Lot 3, North 88°08'51" West, 5.00 feet, to a point on the west line of a platted 10-foot wide utility easement; thence continuing along said south line, North 88°08'51" West, 3.74 feet, to the Point of Beginning;

Thence from the Point of Beginning, continuing along said south line, North 88°08'51" West, 15.26 feet; thence leaving said south line, North 05°42'40" West, 18.68 feet; thence North 02°51'03" West, 17.42 feet; thence North 90°00'00" East, 22.90 feet, to a point on the west line of said platted utility easement; thence along said west line, South 01°51'09" West, 15.00 feet; thence leaving said west line, South 76°41'51" West, 4.27 feet; thence South 59°15'00" West, 2.78 feet; thence South 11°13'43" West, 10.11 feet; thence South 36°14'14" East, 6.08 feet; thence along a non-tangent curve to the right, having a radius of 128.31 feet, a curve length of

4.29 feet, a chord bearing of South 06°29'58" East, and a chord length of 4.29 feet, to the Point of Beginning and contains 638 square feet, more or less.

Tract 4:

General Utility Easement
A General Utility Easement, being part of Lot 15, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the northwest corner of said Lot 15, thence along the north line of said Lot 15, South 81°12'05" East, 5.04 feet, to a point on the east line of a platted 10-foot wide utility easement; thence along said east line, South 01°51'09" West, 14.08 feet, to the Point of Beginning;

Thence from the Point of Beginning, leaving said east line, North 80°06'32" East, 1.31 feet; thence along a non-tangent curve to the right, having a radius of 145.31 feet, a curve length of 17.64 feet, a chord bearing of South 06°24'49" East, and a chord length of 17.63 feet; thence South 01°11'37" East, 71.26 feet; thence South 21°34'04" East, 8.34 feet; thence South 68°25'56" West, 11.90 feet, to a point on the east line of said platted utility easement; thence along said east line, North 01°51'09" East, 100.72 feet, to the Point of Beginning and contains 551 square feet, more or less.

Temporary Construction Easement
A Temporary Construction Easement, being part of Lot 15, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the northwest corner of said Lot 15, thence along the north line of said Lot 15, South 81°12'05" East, 5.04 feet, to a point on the east line of a platted 10-foot wide utility easement, the Point of Beginning;

Thence from the Point of Beginning, continuing along said north line, South 81°12'05" East, 15.31 feet; thence leaving said north line, South 02°43'56" East, 90.88 feet; thence North 76°15'14" East, 34.72 feet; thence North 50°32'12" East, 66.13 feet, to a point on the westerly right-of-way line of Willis Avenue, as now established; thence along said westerly right-of-way line, along a non-tangent curve to the left, having a radius of 40.00 feet, a curve length of 18.93 feet, a chord bearing of South 02°34'52" East, and a chord length of 18.75 feet; thence leaving said westerly right-of-way line, South 50°32'12" West, 58.30 feet; thence South 76°15'14" West, 41.06 feet; thence South 00°00'00" West, 18.91 feet, to a point on the northerly line of a 15-foot wide sewer line easement recorded in Book I-2078, Page 454 (Instrument No. 1990I1012525); thence along said northerly line, North 63°00'34" West, 25.23 feet; thence continuing along said northerly line, North 71°45'44" West, 1.52 feet, to a point on the east line of said platted utility easement; thence along said east line, North 01°51'09" East, 0.64 feet; thence leaving said east

line, North 68°25'56" East, 11.90 feet; thence North 21°34'04" West, 8.34 feet; thence North 01°11'37" West, 71.26 feet; thence along a non-tangent curve to the left, having a radius of 145.31 feet, a curve length of 17.64 feet, a chord bearing of North 06°24'49" West, and a chord length of 17.63 feet; thence South 80°06'32" West, 1.31 feet, to a point on the east line of said platted utility easement; thence along said east line, North 01°51'09" East, 14.08 feet, to the Point of Beginning and contains 3,323 square feet, more or less.

Tract 5:

Temporary Construction Easement
A Temporary Construction Easement, being part of Lot 14, MANESS MEADOWS, a subdivision located in part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 49 North, Range 32 West, City of Independence, Jackson County, Missouri, and being more particularly described as follows:

Commencing at the southwest corner of said Lot 14, thence along the south line of said Lot 14, South 81°12'05" East, 5.04 feet, to a point on the east line of a platted 10-foot wide utility easement, the Point of Beginning;

Thence from the Point of Beginning, along said east line, North 01°51'09" East, 10.07 feet; thence leaving said east line, North 90°00'00" East, 14.69 feet; thence South 00°00'00" East, 9.94 feet; thence South 02°43'56" East, 2.47 feet, to a point on the south line of said Lot 14; thence along said south line, North 81°12'05" West, 15.31 feet, to the Point of Beginning and contains 167 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 and temporary construction easements relating to said lands.

SECTION 3. That in the event of failure to negotiate the proper compensation to be paid for such general utility easements and temporary construction easements and the acquisition thereof by purchase, the City Counselor and his designates are hereby authorized and directed to institute eminent domain proceedings for the purpose of acquiring such general utility easements and temporary construction easements in the manner provided by law.

SECTION 4. That the City Manager is hereby authorized to request proposals, if required, for surveys, appraisals, and necessary title reports for said property.

SECTION 5. That the improvements herein referred to shall be of the nature described herein and shall be done in accordance with the plans and specifications as completed, hereby approved, and on file in the office of the Municipal Services Director.

SECTION 6. That the City Manager of the City of Independence, Missouri, is here by authorized and directed to execute necessary documents, to pay and disburse funds, within appropriations authorized for this project, to property owners, others holding property rights and

escrow agents pursuant to negotiated agreements for purchase of said general utility easements and temporary construction easements, all in accordance with established acquisition procedure and approved appraisals.

PASSED THIS 1st DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Holland
City Clerk

APPROVED – FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-040 **2R** An ordinance approving the Noland Fashion Square Tax Increment Financing Redevelopment Plan, establishing a redevelopment area, designating the redevelopment area as a blighted area, making other required findings for the redevelopment plan, designating a developer, approving a redevelopment agreement with the developer and directing staff to implement the redevelopment plan. **2R** **Item passes 7-0 Ord. No. 19812**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). A public hearing was held before the TIF Commission on April 21, 2026, after which the TIF Commission voted to recommend approval of the Redevelopment Plan, the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

The Redevelopment Plan proposes to remodel and/or tear down portions of existing blighted buildings and redevelop the Redevelopment Area into a remodeled and newly constructed grocery-anchored shopping center development. The redevelopment will occur through remodeling and/or demolition of a portion of the existing improvements, and construction of new commercial uses such as retail, restaurants and other uses in the Redevelopment Area.

The Redevelopment Plan requires a 50% surplus of payments in lieu of taxes for distribution to the taxing districts each year. It also requires the City to pay the uncaptured half of incremental sales taxes generated by 2.625% of the City's total sales tax levy for redevelopment costs. Additionally, the Price Chopper located across Noland Road to the east will be relocated into the Redevelopment Area without transferring its sales tax base.

The total development costs are estimated at approximately $97,450,000 and the portion requested to be reimbursable from TIF and special district revenues is $47,000,000, plus financing and administration expenses. In addition to TIF, a community improvement district and a transportation development district will each impose a 1.0% sales tax on the Redevelopment Area and the community improvement district will impose a special

assessment. Chapter 100 will be used to exempt construction materials from approximately $2,800,000 of sales taxes, without which the total project costs would have exceeded $100,000,000. A report by Piper Sandler on the Developer's return on investment calculations is included in the packet as well as an exhibit list showing compliance with all formation requirements.

Emergency Justification:

Fiscal Impact:
Reimbursable project cost will come from revenues generated within the TIF District.

Council Action:

Department / Contact Community Development /

REVIEWERS
Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:
1. Ordinance - Plan, Area and Developer Approval v1
2. Supporting Documents - TIF - Exhibit List with TIF Plan
3. Supporting Documents - TIF - Redevelopment Agreement and ROI Report
4. Ord. No. 19812

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, ESTABLISHING A REDEVELOPMENT AREA, DESIGNATING THE REDEVELOPMENT AREA AS A BLIGHTED AREA, MAKING OTHER REQUIRED FINDINGS FOR THE REDEVELOPMENT PLAN, DESIGNATING A DEVELOPER, APPROVING A REDEVELOPMENT AGREEMENT WITH THE DEVELOPER AND DIRECTING STAFF TO IMPLEMENT THE REDEVELOPMENT PLAN.

WHEREAS, City staff has worked with T-L Noland LLC, the proposed developer ("Developer") to prepare the Noland Fashion Square Tax Increment Financing Redevelopment Plan (as attached hereto, the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the "TIF Act"), for the redevelopment of a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west (the "Redevelopment Area") that is proposed to be developed in a series of redevelopment projects described under the TIF Plan (the "Redevelopment Projects"); and

WHEREAS, pursuant to the provisions of the Act, the Tax Increment Financing Commission of Independence, Missouri (the "TIF Commission") was composed of representatives from the City and from the affected taxing jurisdictions for the purpose of conducting a public hearing and making recommendations with respect to the TIF Plan, the Redevelopment Area and the Redevelopment Projects to the City Council of the City of Independence, Missouri ("City Council"); and

WHEREAS, in accordance with the written procedures relating to bids and proposals for implementation of redevelopment projects as adopted by the City, the City published in *The Examiner* on March 25, 2026, a notice of request for proposals for the implementation of redevelopment projects for the TIF Plan, which provided reasonable opportunity for any person to submit proposals for redevelopment projects in compliance with Section 99.820.1(3) of the Revised Statutes of Missouri; and

WHEREAS, the City received no additional proposals in response to the published request for proposals; and

WHEREAS, on April 21, 2026, after due notice in accordance with the Act, the TIF Commission held a public hearing, at which all interested persons and taxing districts affected by the TIF Plan were afforded an opportunity to make comments, file written objections, protests, and be heard orally regarding adoption of the TIF Plan; and

WHEREAS, on April 21, 2026, the TIF Commission having heard and considered the objections, protests, comments, and other evidence adduced at the public hearing, voted to approve Resolution No. 2026-01 which recommended that the City Council make certain required findings and approve the TIF Plan, the Redevelopment Area and the Redevelopment Projects; and

WHEREAS, on May 18, 2026, at a regular meeting, the City Council considered the TIF Plan, the recommendations of the TIF Commission, the recommendations of City staff, and provided parties in

interest and citizens an opportunity to be heard regarding the TIF Plan, the Redevelopment Area and the Redevelopment Projects; and

WHEREAS, having heard and considered the objections, protests, comments, and other evidence adduced at the meetings, the evidence and testimony submitted at the TIF Commission public hearing, the recommendations of the TIF Commission, the recommendations of City staff, and the input of interested persons and citizens, the City Council desires to approve the TIF Plan, designate the Redevelopment Area, declare the Redevelopment Area as a blighted area, designate the Developer as the developer of record for the TIF Plan, and approve a redevelopment agreement with the Developer (the "Redevelopment Agreement") and;

WHEREAS, the City Council desires to enter into the Redevelopment Agreement with the Developer to establish the rights, duties and obligations of the City and the Developer, to implement the TIF Plan and establish certain related matters.

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

SECTION 1. The City Council hereby makes the following findings for approval of the TIF Plan:

A. The TIF Plan sets forth in writing a general description of the program to be undertaken to accomplish its objectives, including the estimated redevelopment project costs, the anticipated sources of funds to pay the costs, evidence of the commitments to finance the project costs, the anticipated type and term of the sources of funds to pay costs, the anticipated type and terms of the obligations to be issued, the most recent equalized assessed valuation of the property within the Redevelopment Area which is to be subjected to payments in lieu of taxes and economic activity taxes pursuant to Section 99.845, RSMo, an estimate as to the equalized assessed valuation after redevelopment, and the general land uses to apply in the Redevelopment Area.

B. The Redevelopment Area on the whole is a blighted area, as such term is defined in Section 99.805(1), RSMo, due to the presence of blighting factors as set forth in Exhibit 6 to the TIF Plan performed by a certified urban planner, which is incorporated herein by reference, including that the Redevelopment Area is characterized by insanitary and unsafe conditions, deterioration of site improvements, and conditions which endanger life and property, and that the area is an economic liability for the City and a menace to the public health, safety or welfare in its present condition and use. The TIF Plan is also accompanied by an affidavit, signed by the Developer and set forth in Exhibit 9 to the TIF Plan, attesting to the blighting conditions of the Redevelopment Area.

C. The proposed redevelopment satisfies the "but for" test set forth in Section 99.810, RSMo, in that the Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. The TIF Plan is accompanied by an affidavit, signed by the Developer and set forth in Exhibit 9, attesting to this finding.

D. The TIF Plan is in conformance with the Comprehensive Plan for the development of the City as a whole.

E. The TIF Plan contains estimated dates of completion of the Redevelopment Projects and estimated dates for the retirement of obligations incurred to finance redevelopment project costs, and said dates are not more than twenty-three (23) years from the adoption of the last ordinance approving a Redevelopment Project within the Redevelopment Area.

F. A Relocation Plan has been developed for relocation assistance for businesses and residences, and the relocation of any business or residents in the Redevelopment Area, if necessary, will take place in accordance with the Relocation Plan attached to the TIF Plan as Exhibit 8.

G. The TIF Plan is accompanied by a Cost-Benefit Analysis showing the economic impact of the TIF Plan on each taxing district and political subdivision within the Redevelopment Area if the proposed Redevelopment Projects are built pursuant to the TIF Plan or are not built, and the Commission received evidence that the proposed Redevelopment Projects are financially feasible to undertake with TIF assistance in the form of the Developer's return on investment calculations included in the Cost-Benefit Analysis.

H. The Plan does not include the initial development or redevelopment of any gambling establishment.

I. The area selected for the Redevelopment Projects includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the improvements that are part of the Redevelopment Projects.

SECTION 2. The TIF Plan, with attached Cost-Benefit Analysis, which is attached to this ordinance as Exhibit A and incorporated herein by reference is hereby approved.

SECTION 3. T-L Noland LLC is hereby designated as the developer of record for the TIF Plan and the Redevelopment Projects.

SECTION 4. The land legally described in Exhibit 1 of the TIF Plan is hereby designated as the Redevelopment Area for the TIF Plan.

SECTION 5. There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the "*Noland Fashion Square Special Allocation Fund*" which shall contain separate segregated accounts into which payments in lieu of taxes, economic activity taxes and other revenues shall be deposited, as collected by the City pursuant to the TIF Plan.

SECTION 6. The Redevelopment Agreement, in substantially the form attached hereto as Exhibit B (the "Agreement"), is hereby approved and the Mayor, City Clerk, and/or City Manager are authorized to execute and deliver the Agreement with such changes therein as shall be approved by the officials of the City executing the Agreement, such officials' signatures thereon being conclusive evidence of their approval thereof.

SECTION 7. The Mayor, City Clerk, City Manager, City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 8. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 9. This ordinance shall take effect and be in full force as set forth in the City Charter.

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PASSED ON 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

EXHIBIT A

NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN

EXHIBIT B

REDEVELOPMENT AGREEMENT

EXHIBIT LIST

CITY OF INDEPENDENCE, MISSOURI
PUBLIC HEARING

Noland Fashion Square Tax Increment Financing Redevelopment Plan
Hearing opened May 18, 2026

1. Noland Fashion Square Tax Increment Financing Redevelopment Plan; Tax Increment Finance Cost-Benefit Analysis

2. Roster of the Tax Increment Financing Commission for the Noland Fashion Square Tax Increment Financing Redevelopment Plan

3. Notice of TIF Commission public hearing sent to Taxing Districts on March 3, 2026, and return receipts

4. Affidavit of Publication of First Published Notice of Public Hearing relating to the Noland Fashion Square Tax Increment Financing Plan and Notice of Request for Redevelopment Project Proposals, published in *The Examiner* on March 25, 2026

5. Notice of TIF Commission public hearing sent to property owners and taxpayers on April 6, 2026, and return receipts

6. Affidavit of Publication for Second Published Notice of Public Hearing relating to the Noland Fashion Square Tax Increment Financing Plan, published in *The Examiner* on April 15, 2026

7. Sunshine Law Notice of TIF Commission Meeting posted on April 14, 2026 (Agenda)

8. TIF Commission Resolution

NOLAND FASHION SQUARE
TAX INCREMENT FINANCING
REDEVELOPMENT PLAN

INDEPENDENCE, MISSOURI

Plan submitted to City Clerk:

TIF COMMISSION APPROVAL:

DATE: RESOLUTION No.

GOVERNING BODY APPROVAL:

DATE: ORDINANCE No.

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I. DEFINITIONS

As used in this Plan, the following terms shall have these meanings:

A. "Act," the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865, R.S.Mo.

B. "Blight Study," the study prepared by Sterrett Urban, LLC, attached hereto as Exhibit 6.

C. "Blighted Area," an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use.

D. "Blighting Factors," adverse conditions which constitute an economic or social liability or are detrimental to public health, safety or welfare in the Redevelopment Area, as identified in the Blight Study.

E. "CID," the Noland Fashion Square Community Improvement District, a Missouri community improvement district and political subdivision of the State of Missouri, or any other community improvement district the boundaries of which include property within the Redevelopment Area.

F. "CID Act," the Community Improvement District Act, Sections 67.1401 to 67.1571, R.S.Mo.

G. "CID EATS Revenue" all CID Revenue except for any revenue from the CID Special Assessment.

H. "CID Revenue," any revenue generated within the CID received by, or on behalf of, the CID from any funding method authorized by the CID Act.

I. "CID Special Assessment," any revenue generated within the CID received by, or on behalf of, a CID from any special assessment imposed as authorized by the CID Act.

J. "City," City of Independence, Missouri.

K. "Commission," the Tax Increment Financing Commission of the City.

L. "County," Jackson County, Missouri.

M. "Economic Activity Taxes," (a/k/a EATS) the total additional revenue from taxes which are imposed by the City, County and other Taxing Districts, and which are

generated by economic activities within the a Redevelopment Project Area over the amount of such taxes generated by economic activities within such Redevelopment Project Area in the calendar year prior to the adoption of the Ordinance approving the Redevelopment Project for such Redevelopment Project Area, while Tax Increment Financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500, R.S.Mo., taxes levied for the purpose of public transportation pursuant to Section 94.660, R.S.Mo., licenses, fees or special assessments other than PILOTS and interest and penalties thereon, and any other taxes excluded from tax increment financing by Missouri law. If a retail establishment relocates within one (1) year from one facility to another facility within the County and the Governing Body finds that the relocation is a direct beneficiary of Tax Increment Financing, then for purposes of this definition the EATS generated by the retail establishment shall equal the total additional revenues from EATS which are imposed by the City, County or other Taxing Districts over the amount of EATS generated by the retail establishment in the calendar year prior to its relocation to the Redevelopment Area.

N. "Gambling Establishment," an excursion gambling boat as defined in Section 313.800, R.S.Mo., and any related business facility including any real property improvements which are directly and solely related to such business facility, whose sole purpose is to provide goods or services to an excursion gambling boat and whose majority ownership interest is held by a person licensed to conduct gambling games on an excursion gambling boat or licensed to operate an excursion gambling boat as provided in Sections 313.800 to 313.850, R.S.Mo.

O. "Governing Body," the governing body of the City.

P. "Obligations," bonds, loans, debentures, notes, special certificates, or other evidences of indebtedness issued by an issuer approved by the City, to pay or reimburse all or any portion of the Redevelopment Project Costs or to otherwise carry out a Redevelopment Project or to fund outstanding obligations.

Q. "Ordinance," an ordinance enacted by the Governing Body.

R. "Payment in Lieu of Taxes," (a/k/a PILOTS) those estimated revenues from real property in the area selected for a Redevelopment Project, which revenues according to the Redevelopment Project or Plan are to be used for a private use, which Taxing Districts would have received had the City not adopted Tax Increment Financing, and which would result from levies made after the time of the adoption of Tax Increment Financing during the time the current equalized value of real property in the Redevelopment Project Area exceeds the total initial equalized value of real property in such area until the designation is terminated pursuant to subsection 2 of Section 99.850. PILOTS which are due and owing shall constitute a lien against the real estate of the Redevelopment Project from which they are derived, the lien of which may be foreclosed in the same manner as a

special assessment lien as provided in Section 88.861 R.S.Mo.

S. "PILOTS Reimbursement Portion" fifty percent (50%) of the Payment in Lieu of Taxes.

T. "Project Improvements," those development activities undertaken within the Redevelopment Area intended to accomplish the objectives of the Plan.

U. "Redeveloper," the business organization or other entity selected by the City to implement the Plan or a Redevelopment Project(s).

V. "Redevelopment Agreement," the agreement between the Commission or the City and Redeveloper for the implementation of the Plan.

W. "Redevelopment Area," the real property legally described on Exhibit 1 and depicted on Exhibit 2.

X. "Redevelopment Plan" or "Plan," this Noland Fashion Square Tax Increment Financing Redevelopment Plan.

Y. "Redevelopment Project," any development project located within the Redevelopment Area that is in furtherance of the objectives of the Plan and that is approved pursuant to the Act and as described in greater detail in Section III.C. of this Plan.

Z. "Redevelopment Project Area," the area selected and approved pursuant to the Act for a specific Redevelopment Project, which, subject to approval pursuant to the Act, shall be that area legally described on Exhibit 1 and depicted on Exhibit 2.

AA. "Redevelopment Project Area 1," subject to approval pursuant to the Act, that area designated as such and legally described on Exhibit 1 and depicted on Exhibit 2.

BB. "Redevelopment Project Area 2," subject to approval pursuant to the Act, that area designated as such and legally described on Exhibit 1 and depicted on Exhibit 2.

CC. "Redevelopment Project Area 3," subject to approval pursuant to the Act, that area designated as such and legally described on Exhibit 1 and depicted on Exhibit 2.

DD. "Redevelopment Project Area 4," subject to approval pursuant to the Act, that area designated as such and legally described on Exhibit 1 and depicted on Exhibit 2.

EE. "Redevelopment Project Area 5," subject to approval pursuant to the Act, that area designated as such and legally described on Exhibit 1 and depicted on Exhibit 2.

FF. "Redevelopment Project Area 6," subject to approval pursuant to the Act, that area designated as such and legally described on Exhibit 1 and depicted on Exhibit 2.

GG. "Redevelopment Project Area 7," subject to approval pursuant to the Act, that area designated as such and legally described on Exhibit 1 and depicted on Exhibit 2.

HH. "Redevelopment Project Area 8," subject to approval pursuant to the Act, that area designated as such and legally described on Exhibit 1 and depicted on Exhibit 2.

II. "Redevelopment Project Area 9," subject to approval pursuant to the Act, that area designated as such and legally described on Exhibit 1 and depicted on Exhibit 2.

JJ. "Redevelopment Project Area 10," subject to approval pursuant to the Act, that area designated as such and legally described on Exhibit 1 and depicted on Exhibit 2.

KK. "Redevelopment Project Area 11," subject to approval pursuant to the Act, that area designated as such and legally described on Exhibit 1 and depicted on Exhibit 2.

LL. "Redevelopment Project Costs" include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to the Plan and/or a Redevelopment Project, as applicable. Such costs include, but are not limited to the following:

1. Costs of studies, surveys, plans and specifications;

2. Professional service costs, including, but not limited to, architectural, engineering, legal, marketing, financial, planning or special services. Except for the reasonable costs incurred by the Commission established in Section 99.820, R.S.Mo., for the administration of Sections 99.800 to 99.865, R.S.Mo., such costs shall be allowed only as an initial expense which, to be recoverable, shall be included in the costs of the Plan or a Redevelopment Project;

3. Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land;

4. Costs of rehabilitation, reconstruction, repair or remodeling of existing buildings and fixtures;

5. Costs of construction of public works or improvements;

6. Financing costs, including, but not limited to all necessary and incidental expenses related to the issuance of Obligations, and which may include payment of interest on any Obligations issued hereunder accruing during the estimated period of construction of any Redevelopment Project for which such Obligations are issued and for not more than eighteen months thereafter, and including reasonable reserves related thereto;

7. All or a portion of a Taxing District's Capital Costs resulting from a Redevelopment Project necessarily incurred or to be incurred in furtherance of the objectives of the Plan and Redevelopment Project, to the extent the City by written agreement accepts and approves such costs;

8. Relocation costs to the extent that the City determines that relocation costs shall be paid or are required to be paid by federal or state law; and

9. PILOTS.

MM. "Reimbursable Project Costs," those Redevelopment Project Costs eligible for payment or reimbursement from TIF Revenues, proceeds from Obligations or other public sources, as identified in Exhibit 4 or elsewhere in this Plan.

NN. "Sales Tax Rebate," an amount equal to the revenue generated by fifty percent (50%) of the total additional revenue from sales taxes imposed by the City in the aggregate rate of 2.625% (notwithstanding that the current or future sales tax rate of the City may be higher), which amounts are generated by economic activities within each Redevelopment Project Area over the amount of such taxes generated by economic activities within the applicable Redevelopment Project Area in the calendar year prior to the adoption of the Ordinance approving the applicable Redevelopment Project Area, while Tax Increment Financing remains in effect within the applicable Redevelopment Project Area; provided that, the amount for any calendar year shall not exceed $1,047,584.

OO. "Special Allocation Fund," the fund maintained by the City, which contains at least two (2) separate segregated accounts for the Plan, maintained by the treasurer of the City into which PILOTS are deposited in one account and 50% of EATS are deposited in the other account.

PP. "State," the State of Missouri.

QQ. "Tax Increment Financing," tax increment allocation financing as provided pursuant to the Act.

RR. "Taxing Districts," any political subdivision of Missouri with the power to levy taxes within the Redevelopment Area.

SS. "Taxing Jurisdiction Capital Costs," those costs of Taxing Districts for capital improvements that are found by the City by Ordinance to be necessary and directly result from a Redevelopment Project.

TT. "TDD," a transportation development district to be created in accordance with the TDD Act, the boundaries of which include property within the Redevelopment Area.

UU. "TDD Act," the Missouri Transportation Development District Act, Sections 238.200 to 238.280, R.S.Mo.

VV. "TDD Revenue," any revenue generated within the TDD received by, or on behalf of, a TDD from any funding method authorized by the TDD Act.

WW. "TIF Revenue," the revenue from 50% of PILOTS and 50% of EATS.

II. TAX INCREMENT FINANCING

This Plan is adopted pursuant to the Act, which enables the City to finance Redevelopment Project Costs with certain incremental tax revenue. All capitalized terms not otherwise defined in this Plan shall have the respective meanings ascribed to them under Section I herein. The word "Exhibit" refers to exhibits attached to this Plan.

III. GENERAL DESCRIPTION OF PLAN AND PROJECT

A. Redevelopment Area. This Plan provides for the redevelopment of property within the City, in Jackson County, Missouri. The Redevelopment Area consists of approximately 32 acres of property plus adjacent street right of way located north of East U.S. Highway 40 and West of South Noland Road, as legally described in Exhibit 1 and as depicted in Exhibit 2. The Redevelopment Area includes eleven (11) Redevelopment Project Areas, which are legally described in Exhibit 1 and depicted in Exhibit 2.

B. Redevelopment Plan.

The Redevelopment Plan proposes to remodel and/or tear down portions of the blighted buildings described in the Blight Study and redevelop the Redevelopment Area into a remodeled and newly constructed grocery-anchored shopping center development. The redevelopment will occur through remodeling and/or demolition of a portion of the existing improvements, and construction of new commercial uses such as retail, restaurants and other uses in the Redevelopment Area.

C. Redevelopment Project. This Plan proposes to redevelop the Redevelopment Area and remediate its Blighting Factors by constructing the following Redevelopment Project:

1. Remodeling and/or demolition of a portion of existing improvements within the Redevelopment Project Areas and development of new commercial uses including new outlot buildings which may include but not be limited to such uses as retail, restaurants and other commercial uses.

2. Construction within and nearby the Redevelopment Area of all support facilities such as signage, lighting, parking lots, curbed islands, landscaping,

drainage, storm water management, street improvements, utilities and site improvements essential to the preparation of the Redevelopment Area for use in accordance with this Redevelopment Plan.

3. The Redevelopment Project Areas are legally described in Exhibit 1 and as depicted in Exhibit 2.

The estimated redevelopment schedule for commencement and completion of the Redevelopment Project is set forth in Exhibit 10.

D. Redevelopment Plan Objectives. The general objectives of the Plan are:

1. To eliminate the Blighting Factors and to eliminate and prevent the recurrence thereof for the betterment of the Redevelopment Area and the community at large;

2. To enhance the tax base of the City and the other Taxing Districts, and encourage private investment in the surrounding area;

3. To increase employment opportunities;

4. To stimulate construction and development, protect existing tax revenues and generate new tax revenues, including, but not limited to, real estate tax revenues, sales tax revenues, personal property tax revenues, and utility tax revenues, all of which would not occur without the adoption of this Plan;

5. To improve infrastructure to allow for this development;

6. To assist in the repayment of Obligations that may be issued to finance Reimbursable Project Costs.

7. To revitalize and increase the economic viability of this region of the City by preventing the decline of the area and strengthening the area as a retail destination; and

8. To implement the objectives identified in the City's Economic Development Policy.

Specific objectives of this Plan are set forth in Exhibit 3.

E. Requests for Proposals. Pursuant to Section 99.820.1.(3) RSMo, the Commission published notice to request proposals. The Commission shall make public disclosure of all bids and proposals received for the redevelopment of the Redevelopment Area. Such request for proposals shall provide reasonable opportunity for any person to submit alternative proposals or bids. One or more developers may be selected by the Governing Body to implement this Plan.

IV. FINANCING

This Plan proposes to make available, fifty percent (50%) of PILOTS, and subject to constitutional and statutory limitations, fifty percent (50%) of EATS (including TDD Revenue and CID EATS Revenue), generated in each Redevelopment Project Area to reimburse or pay Reimbursable Project Costs as they are collected or to retire bonds or other Obligations which may be issued, the proceeds of which will be used to reimburse or pay Reimbursable Project Costs. In addition, the remaining fifty percent (50%) of TDD Revenue and CID Revenue generated from the respective district's sales taxes (also sometimes referred to in the exhibits and cost-benefit analysis as 'Non-EATS'), one hundred percent (100%) of the CID Special Assessment, and the Sales Tax Rebate, shall be available to reimburse or pay Reimbursable Project Costs or the retirement of Obligations issued to fund Reimbursable Project Costs.

A. Estimated Redevelopment Project Costs and Anticipated Sources of Funds. The total cost to implement the Redevelopment Plan is projected to be approximately $100 million as estimated in detail on Exhibit 4, plus financing costs. The Plan proposes that $47 million in net Reimbursable Project Costs be reimbursable from TIF Revenue generated by the Redevelopment Project Areas, TDD Revenue, CID Revenue and Sales Tax Rebates (or reimbursable from the proceeds of Obligations which are serviced by such revenue), as detailed on Exhibit 5. The remaining amounts will be financed through a combination of developer private capital and third-party private capital.

The amounts estimated for Reimbursable Project Costs described above are net proceeds available to fund project costs. The required gross payments or reimbursements to Redeveloper, the City, or other parties as payment for Reimbursable Projects Costs, will be larger due to the costs of interest to be incurred with respect to the funding of Reimbursable Project Costs. Interest expense incurred to fund Reimbursable Project Costs shall be a Reimbursable Project Cost.

Anticipated and estimated sources and available amounts of funds to pay Redevelopment Project Costs are shown on Exhibit 5. A letter of commitment to finance the Redevelopment Project Costs is attached as Exhibit 7.

B. Payments in Lieu of Taxes. The anticipated PILOTS available to pay Reimbursable Project Costs under this Redevelopment Plan are limited to fifty percent (50%) of the PILOTS (the "PILOTS Reimbursement Portion"). Any PILOTS that exceed the PILOTS Reimbursement Portion shall be declared surplus by the City and made available for distribution to the various Taxing Districts located wholly or partially within the Redevelopment Area in accordance with the Act.

Calculations of expected proceeds of the PILOTS Reimbursement Portion are based on current real property assessment formulas and current and anticipated real property tax rates, both of which are subject to change due to many factors, including reassessment, the effects of real property classification for real property tax purposes, and the rollback in tax levies resulting from reassessment or

classification. Detailed calculations showing the projected increase in annual assessed valuation and the resulting estimated PILOTS Reimbursement Portion generated within the Redevelopment Area over the duration of the Plan is shown in the cost-benefit analysis, and is proposed under this Plan to be made available for funding or reimbursement of Reimbursable Project Costs or the retirement of Obligations issued to fund Reimbursable Project Costs.

C. Economic Activity Taxes. Fifty percent (50%) of EATS (including TDD Revenue and CID EATS Revenue) over the duration of the Plan are proposed under this Plan to be made available for funding or reimbursement of Reimbursable Project Costs or the retirement of Obligations issued to fund Reimbursable Project Costs.

When the Project Improvements and the Redevelopment Project have been completed and upon commencement of full operations, the total incremental increase in annual sales in the Redevelopment Area is estimated to be approximately $63 million. The estimated projections of the increase in sales by year are shown in the cost-benefit analysis, as are the fifty percent (50%) of the resulting EATS (with the CID EATS Revenue and TDD Revenue projected separately) available to pay or reimburse Reimbursable Project Costs or retire Obligations issued to fund Reimbursable Project Costs. The remaining fifty percent (50%) of TDD Revenue and CID EATS Revenue generated from the respective district's sales taxes (also sometimes referred to in the exhibits and cost-benefit analysis as 'Non-EATS'), and one hundred percent (100%) of the CID Special Assessment, shall be available to reimburse or pay Reimbursable Project Costs.

D. TDD and CID Revenue. It is the intent of this Plan, unless otherwise agreed to by the City and Redeveloper that the City and Redeveloper will pursue an amendment to the existing Noland Fashion Square Community Improvement District, the boundaries of which includes the Redevelopment Project Areas and other adjacent properties, to a new twenty-seven (27) year term and which will authorize the imposition of a CID Special Assessment of up to $1.00 per square foot of gross leasable area of each commercial building within the boundaries of the CID, and will continue the imposition of a sales tax of one percent (1.0%) on retail sales occurring within the CID boundaries, thereby generating CID Revenue. Additionally, it is the intent of this Plan, unless otherwise agreed to by the City and Redeveloper that the Redeveloper will pursue creation of one or more TDD(s), the boundaries of which will at least include the Redevelopment Project Areas and may include other adjacent properties, and which TDD will authorize the imposition of a sales tax of up to one percent (1.0%) on retail sales occurring within the TDD boundaries, thereby generating TDD Revenue.

CID Sales Tax Revenue over a twenty-seven (27) year duration and CID Special Assessments over a twenty-seven (27) year duration of the CID and TDD Revenue over a thirty (30) year duration of the TDD are shown in the cost-benefit analysis. The CID Revenue and TDD Revenue are proposed under this Plan to be made

available, upon annual appropriation as applicable, for funding or reimbursement of Reimbursable Project Costs or the retirement of Obligations issued to fund Reimbursable Project Costs.

The City will not approve or support the use of the CID Revenue or TDD Revenue for any purpose other than the funding or reimbursement of CID or TDD costs and expenses or Reimbursable Project Costs as set forth in this Plan without the agreement of the Redeveloper, subject to the terms of the Redevelopment Agreement.

E. Sales Tax Rebate. It is the intent of this Plan, unless otherwise agreed to by the City and Redeveloper that the Redeveloper will request the City to provide over the duration of the Plan to be made available for funding or reimbursement of Reimbursable Project Costs or the retirement of Obligations issued to fund Reimbursable Project Costs a Sales Tax Rebate as defined herein.

Projected Sales Tax Rebates over the term of the TIF are shown in the cost-benefit analysis. The Sales Tax Rebate is proposed under this Plan to be made available for funding or reimbursement of Reimbursable Project Costs or retirement of Obligations issued to fund Reimbursable Project Costs.

F. Chapter 100. It is anticipated that a plan for an industrial development project pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (the "Chapter 100 Plan") will be approved for some or all of the property in the Redevelopment Area. Pursuant to the Chapter 100 Plan, the Redevelopment Project Area will be owned by the City during the period in which construction activity will be performed. As a result of such ownership by the city, all construction materials incorporated into the Redevelopment Project will be exempt from state and local sales taxes. It is the Redeveloper's intent that the applicable Chapter 100 bonds issued pursuant to the Chapter 100 Plan will be redeemed as soon as construction is completed. During the construction period a payment in lieu of taxes will be made under the Chapter 100 documents at an amount equal to 100% of the taxes that would be due based upon the tax year value before the Chapter 100 closing.

G. Anticipated Type and Terms of Sources and Obligations. The total revenue generated by the Redevelopment Projects in the form of TIF Revenue, TDD Revenue, CID Revenue and Sales Tax Rebates will be available to fund Reimbursable Project Costs or to retire Obligations issued to fund Reimbursable Project Costs in the amount up to $47 million, plus the costs of financing and interest.

The City will not itself issue bonds or other Obligations to finance Reimbursable Project Costs. The City acknowledges that Redeveloper may work with an issuer other than the City to issue bonds or other Obligations, at an interest rate determined by the

issuer and Redeveloper, in an amount which may be serviced by TIF Revenue, TDD Revenue, CID Revenue and Sales Tax Rebates to finance all or a portion of Reimbursable Project Costs; however, the City shall undertake no payment obligations other than to transfer TIF Revenue, TDD Revenue, CID Revenue and Sales Tax Rebates generated within the Redevelopment Area as and when received by the City in connection with any bonds or other Obligations issued in conjunction with this Plan. If issued, the cost of issuing such Obligations, and the interest on such Obligations, shall be an additional Reimbursable Project Cost. Obligations may be sold in one or more series in order to implement this Plan. Any Obligations payable solely from TIF Revenue shall be retired no later than twenty-three (23) years after the adoption of the Ordinance adopting Tax Increment Financing for the Redevelopment Project which supports such Obligations; provided, however, that any Obligations funded wholly or in part by CID Revenue and TDD Revenue, may have a term longer than twenty-three (23) years. No Redevelopment Project may be approved by Ordinance adopted more than ten (10) years from the adoption of the Ordinance approving the Redevelopment Plan under which this Redevelopment Project is authorized.

If Obligations are not issued, this Plan proposes that such TIF Revenue, TDD Revenue, CID Revenue, and Sales Tax Rebates, as are periodically collected be pledged to reimburse or pay for Reimbursable Project Costs on a "pay as you go" basis in whatever amounts such periodically collected amounts allow. It is anticipated that sufficient TIF Revenue, TDD Revenue, CID Revenue, and Sales Tax Rebates will be generated to fund net Reimbursable Project Costs and the costs of financing and interest as shown in the cost-benefit analysis. Increases in sales revenue projections, sales tax levies, real property assessed values or levies may shorten the term.

All TIF Revenue, TDD Revenue, CID Revenue and Sales Tax Rebates shall be applied to retire Obligations or to reimburse or pay for Reimbursable Project Costs prior to any portion of such monies being declared as surplus.

H. Evidence of Commitments to Finance. Any proposal submitted by a developer to implement this Plan shall include evidence of commitments to finance the Redevelopment Project Costs except those paid by TIF Revenue, CID Revenue, TDD Revenue, and Sales Tax Rebates. Such financing commitment(s) submitted by the selected Redeveloper shall be a part of this Plan and be attached hereto as Exhibit 7 prior to approval of the Plan by the Governing Body.

I. Administrative Expenses. The City has determined that certain planning and special services expenses of the City ("Administrative Expenses") are reasonable and necessary for the implementation of this Plan and are incidental costs to this Plan. These Administrative Expenses will be recovered by the City by collecting up to 2.0% of the TIF Revenue paid into the Special Allocation Fund during the first full calendar year of collections and annually thereafter up to the greater of $5,000 or

1.0% of the TIF Revenue paid into the Special Allocation Fund. Also payable from the amounts described above are the incidental costs incurred and invoiced by the County.

V. MOST RECENT EQUALIZED ASSESSED VALUATION

The total initial equalized assessed valuation of the Redevelopment Area according to records retrieved from the Jackson County GIS website on December 29, 2025 is approximately $4,792,374.

The existing assessed value of a Redevelopment Project Area will be determined in accordance with the Act when an Ordinance approving a Redevelopment Project Area is approved, and such assessed value shall become the certified "Total Initial Equalized Assessed Value." PILOTS measured by subsequent increases in real property tax revenue which would have resulted from increased valuation had Tax Increment Financing not been adopted will be segregated from taxes resulting from the Total Initial Equalized Assessed Value, and deposited in the Special Allocation Fund earmarked for payment of Reimbursable Project Costs.

VI. ESTIMATED EQUALIZED ASSESSED VALUATION AFTER REDEVELOPMENT

When the Project Improvements and the Redevelopment Project have been completed, the total assessed valuation of the Redevelopment Project Area will be determined. Should the Redevelopment Project build out in accordance with development plans as provided as part of this Plan, the future equalized assessed value for the Redevelopment Project is estimated to be approximately $9.7 million. Therefore, the future increase in equalized assessed value for the Redevelopment Project due to the redevelopment is estimated to total approximately $4.9 million.

VII. GENERAL LAND USE & DESIGN CRITERIA

The Redevelopment Project shall be subject to the applicable provisions of the City's Zoning Ordinance as well as other codes and ordinances as may be amended from time to time. The Redevelopment Project supports the land use and economic development goals contained in the Imagine Independence 2040 – A Community Vision Comprehensive Plan (the "Comprehensive Plan"), and is consistent with the Comprehensive Plan. The general land use within the Redevelopment Area is now and will continue after redevelopment to be retail and other commercial uses.

VIII. PROVISIONS FOR AMENDING THE PLAN

This Plan and Redevelopment Project may be amended pursuant to the provisions of the Act.

IX. REQUIRED STATUTORY FINDINGS

A. Existing Conditions in Redevelopment Area.

1. Blighting Factors.

A redevelopment area must be found to be either a blighted area, a conservation area, or an economic development area in order to qualify for Tax Increment Financing. The Blight Study concluded that the Redevelopment Area was a "blighted area" under the Act.

2. Determination of Blight – Affidavit.

Exhibit 9 is a signed affidavit attesting that the provisions of Section 99.810.1(1), R.S.Mo. have been met, including that: (i) based on the Blight Study, the Redevelopment Area is a Blighted Area; (ii) the Redevelopment Area has been allowed to deteriorate and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of Tax Increment Financing; (iii) the cost of curing the existing conditions and construction of improvements pursuant to the Plan are not economically viable if fully born by a Redeveloper; and (iv) that the cost-benefit analysis showing the economic impact of the Plan on each Taxing District shows: (x) the estimated returns on investment to a Redeveloper with and without Tax Increment Financing, and (y) that the Plan projects are not economically viable to a Redeveloper without such assistance.

B. Expectations for Development. The Redevelopment Area has not been subject to recent growth and development by private enterprise and would not reasonably be anticipated to be redeveloped without the adoption of the Plan. The extraordinary costs associated with curing the Blighting Factors make the redevelopment of this property not economically viable if fully borne by the Redeveloper. Providing Tax Increment Financing assistance for this project allows the Redeveloper to remediate this blight.

As currently proposed in this Plan, the Redevelopment Project has a projected return on investment of -3.80% without Tax Increment Financing and 8.79% with Tax Increment Financing and the other public sources of revenue set forth in this Plan, supporting the conclusion that redevelopment in accordance with this Plan would not occur without Tax Increment Financing. This is more fully described in the cost-benefit analysis.

C. Conforms to Comprehensive Plan of City. The Plan is consistent with and conforms to the City Comprehensive Plan.

D. Date to Adopt Redevelopment Project. In no event shall any Ordinance approving a Redevelopment Project Area be adopted later than ten (10) years from the adoption of the Ordinance approving this Plan.

E. Date to Complete Redevelopment. The redevelopment of the Redevelopment Area is projected to be completed by 2032. The estimated redevelopment schedule is set forth in Exhibit 10.

F. Date to Retire Obligations. The completion of each Redevelopment Project within a Redevelopment Project Area and retirement of Obligations, if any, payable solely from TIF Revenues, incurred to finance Reimbursable Project Costs is projected to occur no later than twenty-three (23) years from the adoption of the Ordinance approving each such Redevelopment Project Area; provided, however, that any Obligations funded in whole or in part by CID Revenue and TDD Revenue may have a term longer than twenty-three (23) years.

G. Land Acquisition. It is not anticipated that any property in the Redevelopment Area will need to be acquired by eminent domain. The Redeveloper will not request for the City to use eminent domain to acquire any private property for private use. In any event, no property for a Redevelopment Project Area shall be acquired by eminent domain later than five (5) years from the adoption of any Ordinance approving any Redevelopment Project Area.

H. Relocation Assistance Plan For Businesses & Residences. For the relocation of all eligible displaced occupants and businesses, if any, in the Redevelopment Area, the Redeveloper will adhere to the Relocation Assistance Plan detailed in Exhibit 8.

I. Cost-Benefit Analysis. A cost-benefit analysis has been prepared for the Plan. This analysis and other evidence submitted to the Commission: (i) show the economic impact of the Plan on every affected Taxing District which is at least partially within the boundaries of the Redevelopment Area; (ii) show the impact on the economy if the Redevelopment Project is not built and if the Redevelopment Project is completed pursuant to the Plan; (iii) include a fiscal impact study on every affected political subdivision; and (iv) include sufficient information for the Commission to evaluate whether the Redevelopment Project as proposed is financially feasible.

The cost-benefit analysis shows that, over a thirty (30) year period the Taxing Districts, which levy taxes within the Redevelopment Area will enjoy a significant increase in tax revenues resulting from increases to real property values and sales tax revenues. These additional tax revenues will allow these districts to provide additional services and better serve their constituents.

Further, it is estimated that the Redevelopment Project Areas will create new full and part-time jobs resulting in higher employment in the City and creating the residual positive impacts associated with new jobs. Additionally, the community will benefit from the Plan's removal of Blighting Factors which presently afflict the Redevelopment Area.

J. Gambling Establishment. The Plan does not include the initial development or

redevelopment of any Gambling Establishment.

X. OTHER REQUESTED FINDINGS

The City Council finds that the relocation of the grocery store establishment commonly known as “Price Chopper,” and currently located within the City at 4201 S. Noland Road, from that location into the Redevelopment Area is not a direct beneficiary of tax increment financing.

There are a number of factors that support this finding by the City Council:

1. The owners of the existing Price Chopper have already announced their intent to close the existing store location and relocate the operation. That announcement of intent to relocate the operation has been made prior to (a) the submission by any redeveloper of a proposed redevelopment plan for relocation of the existing Price Chopper, (b) the consideration by the City or the City's TIF Commission of a proposed redevelopment plan for relocation of the existing Price Chopper, (c) approvals by the City of any redevelopment plan for relocation of the existing Price Chopper, (d) submissions of applications or petitions for creation of special taxing jurisdictions as contemplated for the proposed redevelopment of the redevelopment area, (e) any approvals by Jackson County Circuit Court or the City of the creation of special taxing jurisdictions, or (f) approvals from all applicable private and public parties for the financing structure necessary to carry out the redevelopment plan following receipt of all applicable approvals. Given that no tax increment financing is currently available, it is not possible for an already-announced relocation to be a direct beneficiary of tax increment financing because no tax increment financing has been approved at the time the relocation was announced.

2. In the event of a potential subsequent approval of tax increment financing plan, the impact of that plan will be the removal of the pervasive blight that exists within the redevelopment area. It is not anticipated that the relocated Price Chopper will benefit from a "below-market" rent rate. Instead, it is anticipated that the rent rate paid by the relocated Price Chopper will be a market rate.

[Remainder of this page left intentionally blank. Plan Exhibits immediately follow]

EXHIBIT 1

LEGAL DESCRIPTION OF REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT AREAS

See Following Pages

REDEVELOPMENT AREA AND
REDEVELOPMENT PROJECT AREAS
LEGAL DESCRIPTION

ENTIRE REDEVELOPMENT AREA
LEGAL DESCRIPTION

TRACT 1: LOTS 1, 2, 3, 5, 6, 7, 8 AND TRACT A, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

TRACT 2: LOTS 1, 2, AND 3, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

TOGETHER WITH ALL OF THE PUBLIC STREET KNOWN AS WASHINGTON AVENUE WEST OF AND ADJACENT TO TRACT 1: LOTS 6, 7, AND TRACT A, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI AND EAST OF AND ADJACENT TO TRACT 2: LOTS 1, 2, AND 3, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

REDEVELOPMENT PROJECT AREA 1
LEGAL DESCRIPTION

TRACT 1: LOTS 7, 8 AND TRACT A, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 2
LEGAL DESCRIPTION

TRACT 2: LOT 1, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 3
LEGAL DESCRIPTION

TRACT 2: LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

LESS AND EXCEPT:

THAT PART OF LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF SAID NOLAND FASHION SQUARE WEST; THENCE NORTH 87°-15'-57" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 140.51 FEET; THENCE NORTH 2°-03'-45" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 87°-15'-57" EAST, A DISTANCE OF 140.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 2°-03'-45" WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT:

THAT PART OF LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID NOLAND FASHION SQUARE WEST; THENCE NORTH 2°-03'-45" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 33.05 FEET; THENCE SOUTH 87°-56'-09" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET; THENCE NORTH 2°-03'-51" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 25.56 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 2°-03'-51" EAST ALONG SAID EAST LINE, A DISTANCE OF 206.86 FEET; THENCE NORTH 87°-22'-00" WEST, A DISTANCE OF 153.42 FEET; THENCE SOUTH 2°-03'-51" WEST, A DISTANCE OF 206.86 FEET; THENCE SOUTH 87°-22'-00" EAST, A DISTANCE OF 153.42 FEET TO THE POINT OF BEGINNING.

REDEVELOPMENT PROJECT AREA 4
LEGAL DESCRIPTION

THAT PART OF LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID NOLAND FASHION SQUARE WEST; THENCE NORTH 2°-03'-45" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 33.05 FEET; THENCE SOUTH 87°-56'-09" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET; THENCE NORTH 2°-03'-51" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 25.56 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 2°-03'-51" EAST ALONG SAID EAST LINE, A DISTANCE OF 206.86 FEET; THENCE NORTH 87°-22'-00" WEST, A DISTANCE OF 153.42 FEET; THENCE SOUTH 2°-03'-51" WEST, A DISTANCE OF 206.86 FEET; THENCE SOUTH 87°-22'-00" EAST, A DISTANCE OF 153.42 FEET TO THE POINT OF BEGINNING.

REDEVELOPMENT PROJECT AREA 5
LEGAL DESCRIPTION

THAT PART OF LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF SAID NOLAND FASHION SQUARE WEST; THENCE NORTH 87°-15'-57" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 140.51 FEET; THENCE NORTH 2°-03'-45" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 87°-15'-57" EAST, A DISTANCE OF 140.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 2°-03'-45" WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

REDEVELOPMENT PROJECT AREA 6
LEGAL DESCRIPTION

TRACT 2: LOT 3, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 7
LEGAL DESCRIPTION

TRACT 1: LOT 6, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 8
LEGAL DESCRIPTION

TRACT 1: LOT 5, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 9
LEGAL DESCRIPTION

TRACT 1: LOT 3, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 10
LEGAL DESCRIPTION

TRACT 1: LOT 2, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 11
LEGAL DESCRIPTION

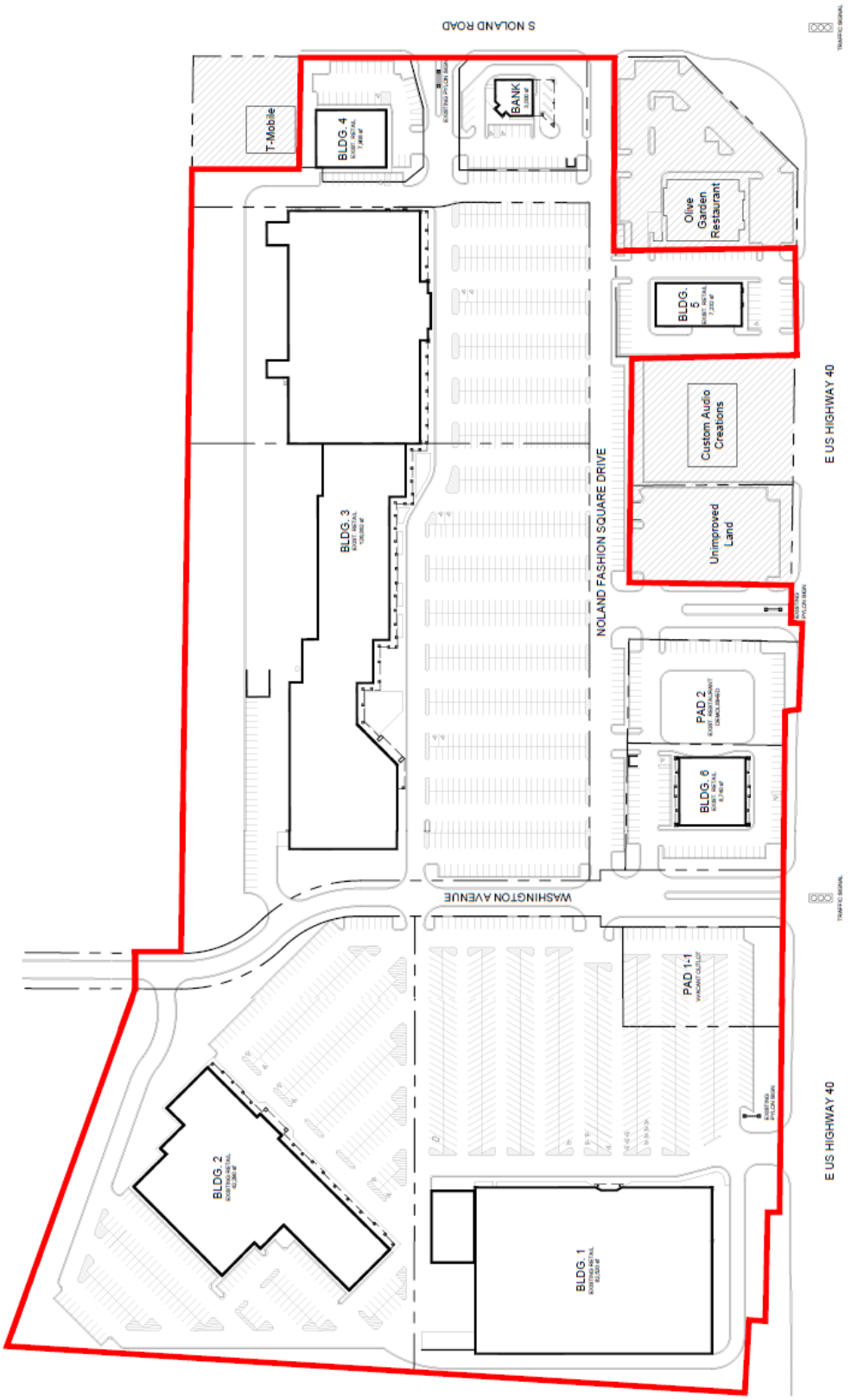
TRACT 1: LOT 1, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

EXHIBIT 2

MAP OF THE
REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT AREAS

See Following Pages

MAP OF THE ENTIRE REDEVELOPMENT AREA



MAP OF THE REDEVELOPMENT AREA

MAP OF THE REDEVELOPMENT PROJECT AREAS

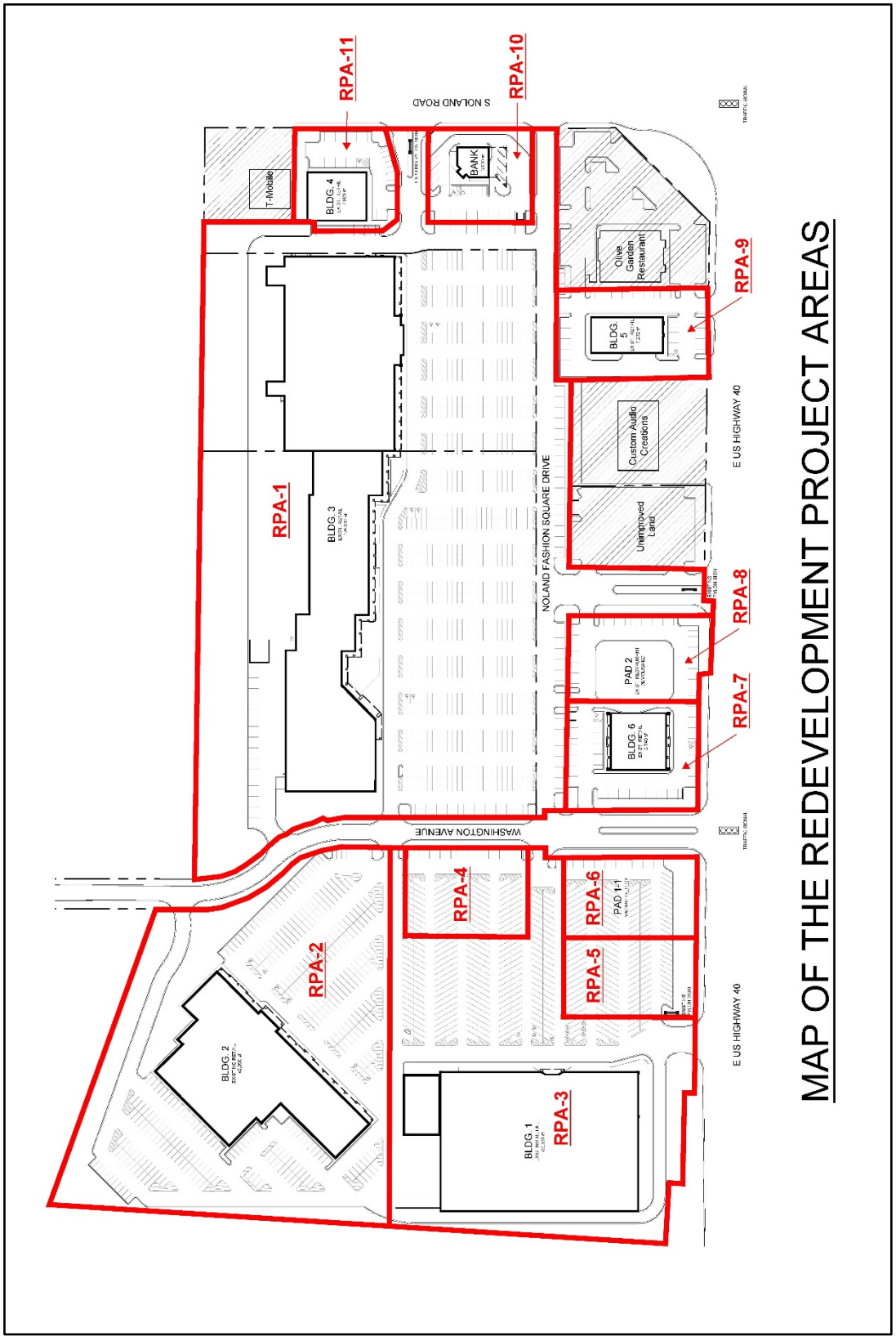


EXHIBIT 3

SPECIFIC OBJECTIVES OF REDEVELOPMENT PLAN

1. To cure the Blighting Factors identified in the Blight Study, by *inter alia*, constructing the Redevelopment Project described in Section III.C of the Plan.

2. To install, repair, construct, reconstruct and relocate access drives, traffic signals, utilities, sidewalk improvements, curbed islands, and parking lots and other surface improvements essential to the preparation of the Redevelopment Area and in order to better organize pedestrian and vehicular traffic flow.

3. To renovate, rehabilitate, or construct any structure or building;

4. To upgrade and refurbish utilities, and other infrastructure facilities serving the Redevelopment Area including, but not limited to, constructing improvements related to:

   a) storm water,

   b) sanitary sewer,

   c) water lines,

   d) gas and electric utilities,

   e) signage,

   f) site lighting and building lighting, and

   g) new landscaped areas,

5. To enhance the tax base by inducing development of the Redevelopment Area to its highest and best use, benefit Taxing Districts and encourage private investment in surrounding areas.

6. To promote the health, safety, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development.

7. To provide development/business opportunities in the Redevelopment Area and surrounding areas.

8. To stimulate employment including construction employment opportunities and increased demand for secondary and support services for the surrounding area.

9. To stimulate development which would not occur without Tax Increment Financing assistance.

10. To retain and encourage new national, regional and local retail tenants to locate within the Redevelopment Area.

EXHIBIT 4

ESTIMATED REDEVELOPMENT PROJECT COSTS

See Following Page

Exhibit 4

Estimated Redevelopment Costs

Development Costs	**Total Project Costs**
Acquisition Cost	$ 12,560,000
Building Construction	$ 52,243,001
Tenant Improvements & FFE	$ 9,003,250
Site Construction	$ 5,768,747
Professional Services (Eng/Arch/Legal/Consult/Other)	$ 3,377,081
Commissions & Marketing	$ 2,969,804
Financing & Interest Carry	$ 5,543,695
Contingency	$ 8,788,950
Total Development Costs	**$ 100,254,528**

Less: Sales Tax Exemption on Materials	**$ 2,797,876**
Net Development Costs	**$ 97,456,652**

Notes:

(1) The development costs set forth in this Exhibit are reasonable best estimates at the time of approval of this Plan and such estimates are subject to change as part of the development process. The use of public revenues to pay or reimburse such costs shall be applied to the line items set forth in this table, subject to such adjustments as allowed by the Redevelopment Agreement, which shall not require an amendment of this Plan. The maximum net reimburseable amount is $47 million, subject to such additional costs and expenses as allowed by the TIF Act, as stated in Note #2 below, and as set forth in the Redevelopment Agreement.

(2) Any amounts paid to the City for payment or reimbursement of its professional fees and other charges of any kind related to these projects are deemed Reimbursable Project Costs in addition to any cap established for the project.

(3) Amounts set forth in the Reimbursable Project Costs column totaling $47 million are net reimbursable project cost reimbursements, net of interest or financing costs.

EXHIBIT 5

SOURCES AND USES OF FUNDS

See Following Page

Exhibit 5
Sources and Uses of Funds

A. USES OF FUNDS FOR ALL ESTIMATED REDEVELOPMENT COSTS

	GRAND TOTAL USES OF FUNDS			
1	Estimated Redevelopment Project Costs (See Redevelopment Project Cost Budget)	$	100,254,528	100% of TOTAL COSTS
2	Estimated cost savings to Redeveloper and Others from sales tax exemptions	$	(2,881,645)	
3	Estimated Total	$	97,372,883	

B. SOURCES OF FUNDS FOR ALL ESTIMATED REDEVELOPMENT COSTS

	REDIRECTED TAXES			
1	Estimated amount available from the financing of revenues from TIF Revenues (excluding CID & TDD EATs)	$	16,086,479	26% of TOTAL SOURCES
2	Estimated amount available from the financing of revenues from Sales Tax Rebates	$	9,314,011	

APPROX. 26% IN REDIRECTED TAXES

	CID & TDD ADD-ONS			
3	Estimated amount available from the financing of revenues from CID Revenues			
	CID Sales Tax (EATs & Non-EATs)	$9,591,649		
	CID Special Assessment	$3,162,949		
	Total	$12,754,599	$ 12,754,599	22% of TOTAL SOURCES
4	Estimated amount available from the financing of revenues from TDD Revenues			
	TDD Sales Tax (EATs & Non-EATs)	$8,759,146		
	Total	$8,759,146	$ 8,759,146	

	PRIVATE INVESTMENT			
5	Estimated Private Investment by Redeveloper and Others	$	50,458,649	52% of TOTAL SOURCES

APPROX. 74% IN ADD-ONS & PRIVATE INVESTMENT

	GRAND TOTAL			
6	Estimated Total	$	97,372,883	100%

Notes:
(1) This Sources of Funds is an estimate of the sources of funds to implement the Project. The amount set forth in the TIF, Sales Tax Rebates, CID, and TDD cost categories are not caps or limitations on the reimbursement of costs from such source. Any such limitation on reimbursement shall only be subject to statutory restrictions for the respective funding source.

(2) Amounts set forth in the estimated row of TIF Revenue, Sales Tax Rebates, CID Revenues, and TDD Revenues totaling approximately $47 million are net reimbursable project cost reimbursements, net of interest or financing costs.

EXHIBIT 6

EXISTING CONDITIONS STUDY (BLIGHT STUDY)

See Following Pages

Noland Fashion Square
Redevelopment Area / Community Improvement District

Blight Study

T-L Noland LLC
City of Independence, Missouri
Tax Increment Financing Commission of Independence, Missouri
Independence, Missouri
October 15, 2025

Patrick Sterrett
Sterrett Urban, LLC
5320 Longview Rd
Kansas City, Missouri 64137
(816) 283.7222
psterrett@sterretturban.com

Noland Fashion Square
Redevelopment Area

Blight Study

T-L Noland LLC
City of Independence, Missouri
Tax Increment Financing Commission of Independence, Missouri
Independence, Missouri
October 15, 2025

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Previous Blight Determinations
Legal Description
Ownership
Boundary Map

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Section I

Introduction

The purpose of this analysis is to determine if the proposed Noland Fashion Square Redevelopment Area and a portion of the existing Noland Fashion Square Community Improvement District, which consists of fourteen (14) property/tax parcels that comprise Noland Fashion Square Shopping Center and are located in the northwest quadrant of the South Noland Road and E. US 40 Highway intersection and bound by South Noland Road on the east and E. US 40 Highway on the south (as further described herein, the "Study Area"), qualifies as a "blighted area" according to the Real Property Tax Increment Allocation Redevelopment Act – Sections 99.800 to 99.865 R.S.Mo. (the "TIF Act"), and as a "blighted area" according to the Community Improvement District Act – Sections 67.1401 to 67.1571 R.S.Mo. (the "CID Act").

The consultant who prepared this Blight Study, Patrick Sterrett of Sterrett Urban ("Consultant"), is an urban planner who earned a Master of Urban Planning from the University of Kansas and is certified by the American Institute of Certified Planners. Additional qualifications of Mr. Sterrett are included in Appendix D.

The Consultant visited the Study Area in October 2025. The effective date of this study is October 15, 2025, the date of inspection.

The Study Area is depicted in a map included on the following pages. The Study Area encompasses fourteen (14) property/tax parcels and approximately 31.89 acres of property.

Definitions

Tax Increment Financing

Tax Increment Financing ("TIF") is a financing/development tool that allows for new increments of tax revenues resulting from a specified redevelopment above past taxes on the property (payments in lieu of taxes, or "PILOTS") to be used to pay for approved project-related costs, infrastructure and capital improvements. Projects using TIF must have plans approved by both the Tax Increment Financing Commission ("TIFC") of the City of Independence, Missouri and the City of Independence, Missouri City Council ("City"). Missouri Statute requires that TIF projects be only redevelopment projects which would not reasonably be expected to develop without the assistance of TIF (often referred to as "but for").

In order for the City to implement a tax increment financing plan pursuant to the TIF Act, the City must determine by ordinance that the redevelopment area described by the applicable TIF redevelopment plan (the "TIF Plan") qualifies under the TIF Act as: 1) a blighted area; 2) a conservation area; or 3) an economic development area; and that such redevelopment area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the TIF Plan.

RSMo. 99.805 provides the following definitions for a blighted area, conservation area, or

economic development area:

> *"Blighted area", an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use;* (RSMo. Ch. 99.805(1)).
>
> *"Conservation area", any improved area within the boundaries of a redevelopment area located within the territorial limits of a municipality in which fifty percent or more of the structures in the area have an age of thirty-five years or more. Such an area is not yet a blighted area but is detrimental to the public health, safety, or welfare and may become a blighted area because of any one or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning. A conservation area shall meet at least three of the factors provided in this subdivision for projects approved on or after December 23, 1997. For all redevelopment plans and projects approved on or after January 1, 2022, in retail areas, a conservation area shall meet the dilapidation factor as one of the three factors required under this subdivision*; (RSMo. Ch. 99.805(3)).
>
> *"Economic development area", any area or portion of an area located within the territorial limits of a municipality, which does not meet the requirements of subdivisions (1) and (3) of this section, and in which the governing body of the municipality finds that redevelopment will not be solely used for development of commercial businesses which unfairly compete in the local economy and is in the public interest because it will:*
>
> *(a) Discourage commerce, industry or manufacturing from moving their operations to another state; or*
>
> *(b) Result in increased employment in the municipality; or*
>
> *(c) Result in preservation or enhancement of the tax base of the municipality;* (RSMo. Ch. 99.805(5)).

<u>Community Improvement District</u>

The CID Act allows for the establishment of a Community Improvement District ("CID"). A CID is either a political subdivision or a nonprofit corporation and is a separate legal entity distinct and apart from the municipality or county that creates the district. The CID consists of the area in which the improvements are to be constructed or services are to be provided and is created by petition circulated within the proposed district.

The Noland Fashion Square Community Improvement District was approved by the City of Independence by Ordinance No. 18415 with a finding of blight on February 17, 2015.

If a CID is in a blighted area, it has additional powers and may expend its revenues or loan funds to correct blighted conditions on private property within the CID.

The CID Act states the following with regard to the additional powers conferred upon a CID located in a blighted area:

> 2. *Each district which is located in a blighted area or which includes a blighted area shall have the following additional powers:*
>
> *(1) Within its blighted area, to contract with any private property owner to demolish and remove, renovate, reconstruct, or rehabilitate any building or structure owned by such private property owner; and*
>
> *(2) To expend its revenues or loan its revenues pursuant to a contract entered into pursuant to this subsection, provided that the governing body of the municipality has determined that the action to be taken pursuant to such contract is reasonably anticipated to remediate the blighting conditions and will serve a public purpose.* (67.1461.2, RSMo.)

The CID Act provides the following definition for a blighted area, effective August 28, 2021:

> "Blighted area", the same meaning defined pursuant to section 99.805; (67.1401.2(3) RSMo.)

Thus, the definition of "blighted area" within the CID Act and the TIF Act are identical.

Since these definitions are a general overview pertaining to all sites, it is important to clarify their intention as it applies to the proposed redevelopment area. According to state law, it is unnecessary for every condition of blight to be present in order to be eligible as a blighted area. Rather, an area can be qualified as a blighted area when as few as one condition is present. The conditions need not be present in each parcel but must be found in the redevelopment area. With this understanding, the Blight Study presents an overview of factors within the Study Area including a review of physical, economic, and social conditions sufficient to make a determination of a blighted area. The "Determination of Blight Study Conditions" provides conclusions regarding the analysis and presence of blight in key areas; however, the City will make a final determination of a blighted area for the Study Area.

Methodology

The purpose of this work was to analyze conditions located within the Study Area to determine if the Study Area qualifies as a blighted area as defined in the TIF Act and in the CID Act.

The Blight Study includes a detailed analysis of site, building, and public improvement deterioration for the Study Area. Qualifying blight conditions throughout the Study Area were identified and analyzed on a parcel-by-parcel basis to produce a chart showing blight conditions present in the Study Area.

Data was collected from T-L Noland, LLC to document physical blighting conditions as set out in the state statute. Pertinent Geographic Information Systems (GIS) data was obtained through Jackson County and analyzed. Additional supplemental information was obtained through various documents prepared or commissioned by the City and T-L Noland, LLC and interviews with representatives of T-L Noland, LLC.

The consultant visited the Study Area in October 2025. The effective date of the study is October 15, 2025, the date of inspection.

Previous Blight Determinations

Proposed Redevelopment Area

A Chapter 353 Development Plan was previously approved for the Study Area and included those pad sites that are excluded from the current proposed tax increment financing plan. The Noland Fashion Square 353 was approved by the City of Independence by Ordinance No. 18414 on February 17, 2015 with a finding of blight.

The Noland Fashion Square Community Improvement District (CID) was previously approved for the Study Area and also included those pad sites that are excluded from the current proposed tax increment financing plan. The CID was approved by the City of Independence by Ordinance No. 18415 on February 17, 2015 with a finding of blight.

Nearby Redevelopment Areas

The Study Area is in proximity (less than one mile away) to the following active incentive areas, all of which were approved by the City of Independence with a finding of blight:

The Marketplace Tax Increment Financing Plan (less than three-quarters of a mile to the north of the Study Area) was approved by the City by Ordinance No. 18621 on August 15, 2016.

The Marketplace Shopping Center Community Improvement District (less than three-quarters of a mile to the north of the Study Area) was approved by the City by Ordinance No. 18634 on September 6, 2016.

The Noland South Community Improvement District (immediately north of the Study Area) was approved by the City by Ordinance No. 19335 on June 6, 2022.

The Noland Road Community Improvement District was approved by the City by Ordinance No. 18400 on December 15, 2014, and does not include any part of the Study Area. The Noland Road CID includes that property immediately north of the Noland South CID and S. Noland Rd. right of way along the eastern boundary of the Noland

South CID and the Study Area, and other right of way and properties along S. Noland Road between Truman Road and U.S. Highway 40.

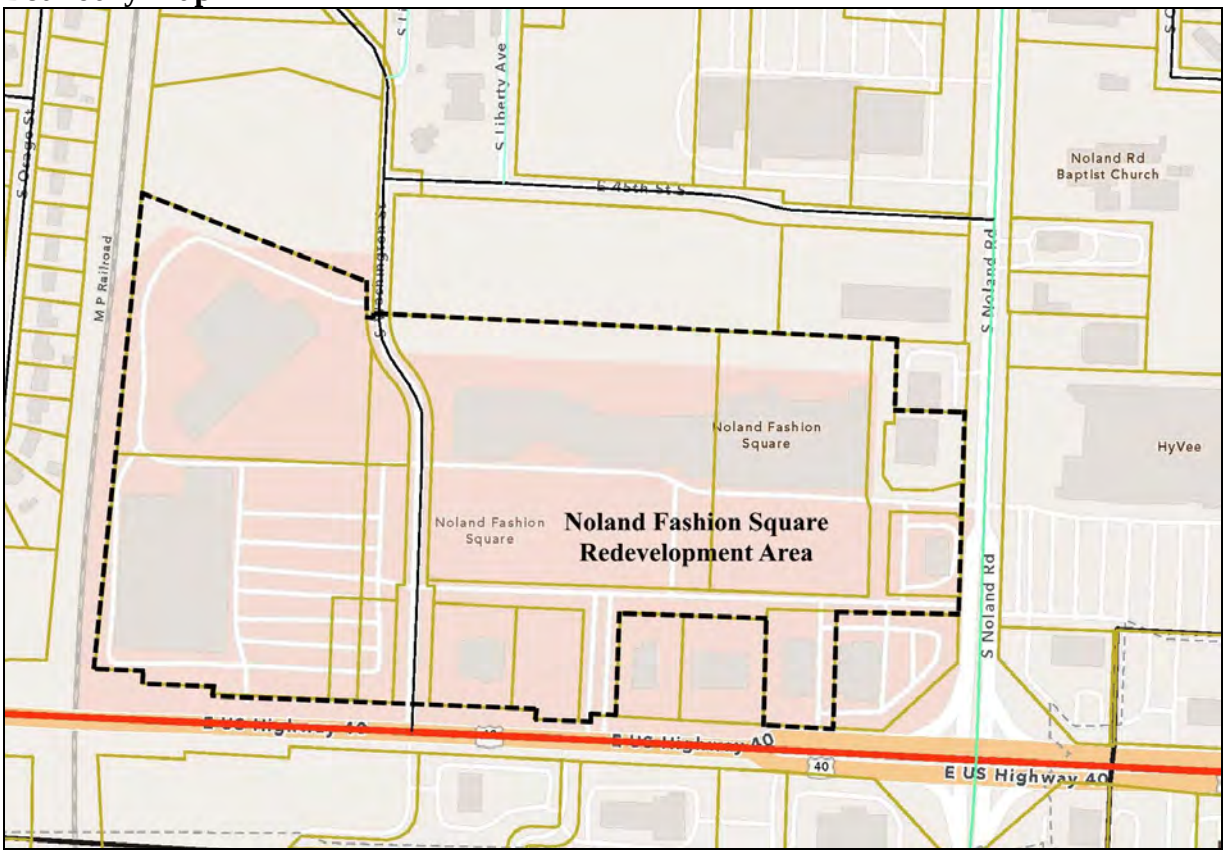
Legal Description

The Study Area consists of fourteen (14) property/tax parcels. A legal description (abbreviated) of each of the parcels within the Study Area is included in Appendix A – Property Ownership & Legal Descriptions.

Ownership

The Study Area contains fourteen (14) property/tax parcels, which are identified by the Jackson County Assessor's office. A complete listing of the property/tax parcels is included in Appendix A.

Boundary Map



Section II

Study Area Overview

Location & Access

The Noland Fashion Square Study Area encompasses approximately 31.89 acres and consists of fourteen (14) property/tax parcels in Independence, Jackson County, Missouri in the S. Noland Corridor and the South Crysler neighborhood. The Study Area consists of one community shopping center – the Noland Fashion Square Shopping Center – generally located at 13500-13920 E. U.S. 40 Highway, and 4600-4610 S. Noland Road. Two pad sites fronting E. U.S. 40 Highway and one pad site on the northwest corner of S. Noland Road and E. U.S. 40 Highway and are not included in the Study Area.

The Study Area has excellent regional access due to quick access to U.S. 40 Highway and Interstate 70. The southern boundary of the Study Area fronts and is directly accessible to E. U.S. Highway 40, and the Study Area's primary and northern-most access point on S. Noland Road is less than three-quarters of a mile from the S. Noland Rd. and Interstate 70 interchange.

Access to the Study Area is available through two entrances/exits along the eastern boundary formed by S. Noland Road which is a major north/south arterial with four drive lanes and a turn lane. The northern-most driveway separates incoming and outgoing traffic with a median and provides access primarily to the front of the shopping center and to an internal drive that provides access to each of the pad sites from the interior of the Study Area, while the southern-most access point on S. Noland Road is part of a driveway that provides access to the southern and eastern part of the main parking lot of the shopping center, and to access each of the eight (8) pad sites that front S. Noland Road and E. U.S. 40 Highway from the interior of the shopping center.

Four driveways and a street provide access to the Study Area from E. US 40 Highway. The two eastern-most access points provide access directly to the pad site located at 13900 E. US 40 Highway, and of the two drive aisles, the eastern-most drive aisle provides access through to Noland Fashion Square Drive which provides access to much of the site interior. The western drive aisle provides access to the rear of the multi-tenant building that is located at 13900 E. US 40 Highway.

The western-most entrance to the Study Area provides direct access to the department store site, formerly Gordman's. Just to the east of that entrance is the signalized intersection with Washington Avenue. Washington Avenue is a north-south two-lane local street that provides access to the Study Area from the north and south, and provides access to several service roads for the former cinema and the shopping center, as well as two access points to the east and west to the site interior. Other than Washington Avenue, public right-of-way does not exist in the Study Area. The shopping center and pad sites are east of Washington Avenue, while the former cinema and former department store with adjacent small retail shops are on the west. E. US 40 Highway is a six-lane highway with two outside turn lanes, one center turn lane at times, and two

through lanes in each direction that forms the southern boundary of the Study Area and provides access to those approaching the Study Area from the west and east.

To the east of Washington Avenue is a private street that provides access from E. US 40 Highway to Noland Fashion Square Drive and the pad sites on either side of the access. Like Washington Avenue, a median separates opposing traffic a short distance into the Study Area.

All streets adjacent to the Study Areas are two-way streets.

Bike routes and trails do not currently exist within the Study Area or in proximity and none are currently planned. Pedestrian access is quite poor within the Study Area as the only sidewalks are those adjacent to existing building improvements and are typically covered with broken glass and other debris or have vegetation growing in the control and expansion joints. Sidewalks do not exist anywhere along the perimeter of the Study Area. Sidewalks along the building improvements within the Study Area are in poor to good condition. Most walking currently takes place across the surface parking lots which are generally in poor to fair condition.

The Study Area is well-served by public transit. Public transit in Independence, since January 1, 2025, is now primarily provided by the on-demand, rideshare-style IRIS service, which operates Monday through Saturday from 6 a.m. to 6 p.m.

Access to the fourteen (14) property/tax parcels is primarily good.

Land Area

There are (14) property/tax parcels within Study Area. Per information obtained from the geographic information system of Jackson County, Missouri, the Study Area contains a total of approximately 31.89 acres.

Topography

The Study Area slopes generally to the south and southeast, with elevations approximately 940 feet to 970 feet above sea level. The lowest point in the Study Area is at approximately elevation 941 near the northeast corner of the Study Area. The highest point in the Study Area is at approximately elevation 966 just east of the shopping center entrance at the intersection of Washington Avenue and E. US 40 Highway.

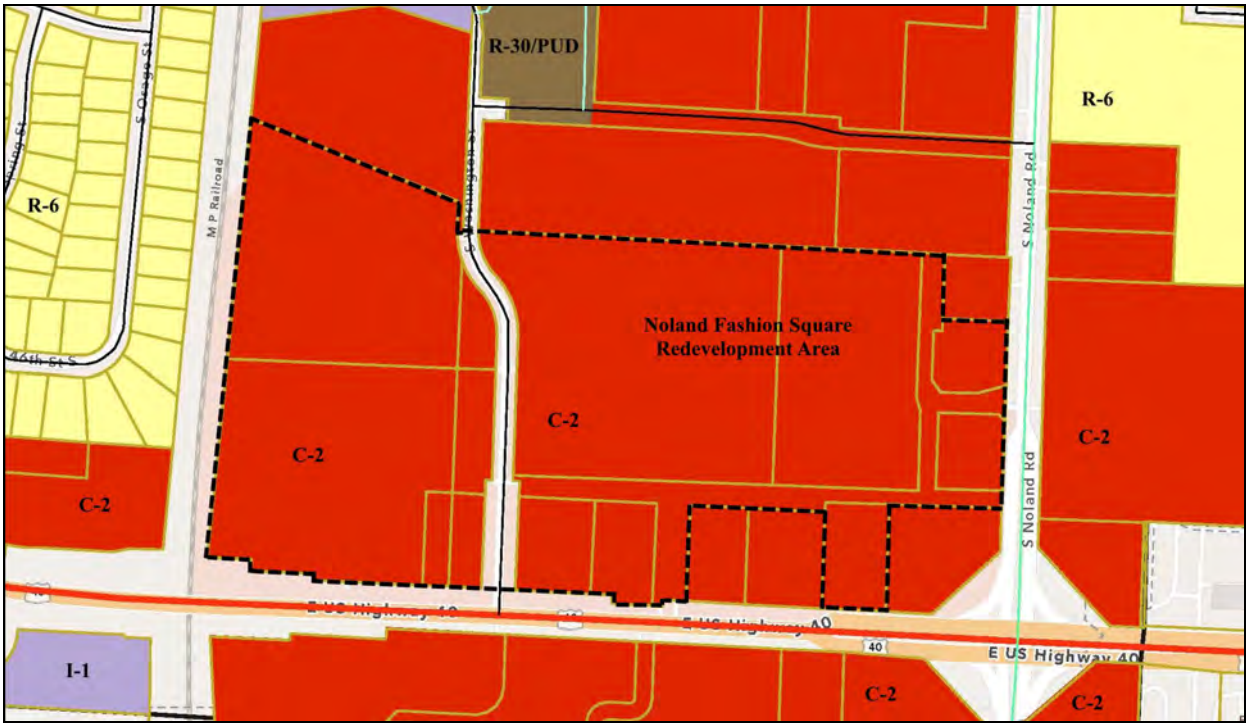
According to maps from the Federal Emergency Management Agency (FEMA), no part of the Study Area is located in a 100-year or 500-year flood plain.

The Chapel Road watershed includes most of 13500 E. US 40 Highway and the pad sites fronting E. US 40 Highway in the southern and western portions of the Study Area. The Adair Creek watershed includes the former cinema, the shopping center and those pad sites fronting S. Noland Road on the eastern side of the Study Area. Camp Creek flows west to east on the property immediately north of the shopping center.

Easements
The Consultant was provided with an ALTA/NSPS Land Title Survey prepared by Anderson Survey Company of the Study Area and dated March 12, 2025. An evaluation of the survey revealed no easements or other restrictions that impair the current development plans of the property.

Utilities
All utilities are available to the properties located within each Study Area including electricity, water, sewers, and natural gas. Currently service is not active in the Study Area.

Zoning
The existing zoning in the Study Area is C-2 (General Commercial). The C-2 District is primarily intended to accommodate community- and region-serving retail sales and service uses. Below is a map indicating the zoning district within the Study Area:



Noland Fashion Square Redevelopment Area – Zoning Map

Environmental
A Phase I Environmental Site Assessment (ESA) of the Study Area, prepared by Terracon Consultants, Inc. and dated April 18, 2025, identified the following Recognized Environmental Conditions (RECs) in the Study Area:

> "The potential impact to the site from historic, long-term gasoline and auto service facilities (Holiday Inn Conoco Serv Gas Sta, Smith Jayden Conoco Service GasSta, Number One Tire Store, Genes Tire & Svc Ctr) is considered a REC.
>
> The staining observed near the trash compactor is considered a REC." (p. vii)

As a result of identifying the RECs above, Terracon Consultants, Inc. recommended additional actions:

> "**Additional Investigation:** Terracon recommends conducting additional investigation to evaluate subsurface conditions associated with the identified RECs.
>
> Terracon recommends servicing the trash compactor and cleaning the surrounding spill in accordance with applicable local and state regulations." (p. vii)

As noted in the ESA, there are several other environmental services/evaluations or tests that are ***not currently required*** in the standard ASTM-defined scope of work for Phase I ESAs, but can be requested as additional services by clients or lenders as they could identify a risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a property, not necessarily limited to those issues required to be investigated by ASTM Practice E1527-21. These other non-ASTM scope considerations are sometimes referred to as "business environmental risks". Common examples include: asbestos containing materials, lead-based paint, mold, radon, lead in drinking water testing, wetlands, indoor air quality, health & safety, industrial hygiene, regulatory compliance, ecological resources, endangered species, high-voltage power lines, and historic site registry.

Mold was observed in numerous spaces in the Study Area in the interior photographs provided by the developer.

The Consultant is unaware of the presence of real or potential environmental liabilities in the Study Area outside of the mold observed and the RECs noted above.

Real Estate Taxes

A six-year history of the assessed values in the Study Area is included in the appendix.

The data in Appendix B is the Assessor's opinion of Market Value and the resulting assessed value for each of the properties within the Study Area. All property is supposed to be re-assessed in odd-numbered years, except that new construction (including remodeling) can be assessed in any year.

To determine assessed value the assessment ratio for commercial and industrial properties is 32%. The real estate levy for 2024 in the Study Area was $6.9283 per $100 of assessed valuation for eleven (11) of the fourteen (14) property/tax parcels that are included in the Independence, Missouri School District, which includes those property/tax parcels east of Washington Avenue and three (3) small property/tax parcels that are adjacent to the western side of Washington

Avenue. The other three (3) property/tax parcels are included in the Raytown, Missouri School District and include the former cinema property, the former department store property, and the western-most small property/tax parcel that fronts E. U.S. 40 Highway. Those property/tax parcels in the Raytown, Missouri School District had a real estate levy for 2024 of $8.0112 per $100 of assessed valuation. An additional $1.437 per $100 is assessed on commercial and industrial property only (the Merchants and Manufacturers replacement tax) throughout.

In 2024 (the most recent year in which real estate taxes were collected), the Study Area generated $4,229,440 in taxable assessed value, generating a total of $361,276.49 in real estate taxes. Assessed values in the Study Area increased by 26.3% between 2020 and 2024, largely due to a 28.3% increase in values in 2023. Assessed values declined in the Study Area in 2024 by 1.56%.

All real property tax payments in the Study Area are delinquent for a total of $361,276.49.

Existing Improvements

The Study Area consists of fourteen (14) property/tax parcels containing approximately 31.89 acres and is located at the northwest corner of E. US 40 Highway and S. Noland Road.

The TIF Study Area is developed with a community shopping center currently branded as Noland Fashion Square that was originally developed in 1962 as Bullock's Fashion Square. The primary improvement is a one-story retail multi-tenant strip building that fronts a large parking area and several pad sites on E. US 40 Highway and totals approximately 128,295 square feet. The building is constructed of concrete block and brick. The building is completely vacant and has been cited by the city as a Dangerous Building.

The Study Area also includes five pad sites, one of which is occupied by BMO Bank consisting of about 2,514 square feet, and three of the pad sites are developed with multi-tenant retail buildings ranging in size between approximately 7,000 and 9,000 square feet. All of the pad site buildings are constructed of brick or brick and stucco. One of the three multi-tenant buildings has two tenants with a vacant bay available for one tenant, and the other multi-tenant pad site buildings are completely vacant. The fifth pad site is a vacant lot.

A department store building formerly occupied by Gordman's and other smaller retail shops is located west of Washington Avenue and consists of about 82,454 square feet and is constructed of concrete block and brick. The building was constructed in 1986 and occupied by a ½ Price Store prior to Gordman's. Gordman's closed in 2020. The building is currently vacant.

A six-screen cinema was also constructed in 1986 just north of the department store site west of Washington Avenue, and was operated by Dickinson Theatres until the early 2000s. The cinema was sold by Dickinson and operated as a discount movie house by its purchaser until closing for good in 2014. Besides the cinema the building also had retail space with total space of 49,379 square feet, and was constructed of concrete block and brick. The building is now vacant and has been cited by the city as a Dangerous Building.

The vacancy rate is very close to 100% for the shopping center – with the exclusion of that space not included in the Study Area – which consists of seven buildings totaling about 285,000 square feet. The vacancy is far greater than the average vacancy for community shopping centers, fluctuating between a reported 5.3% to 5.8% nationwide.

Billboards

Billboards do not exist within the Study Area.

South Crysler Neighborhood Demographics

Population & Household Income

The following provides population and income trends within a one-, three-, and five-mile radius from the approximate center of the Study Area with an address of 13700 E. U.S. 40 Highway.

	Population			
13700 E. U.S. 40 Highway	**Historic**		**Forecast**	
Radius	**2010**	**2020**	**2025**	**2030**
One Mile	7,861	8,437	8,454	8,460
percent change (1 mi)		+7.3%	+0.2%	+0.1%
change from '10 (1 mi)		+7.3%	+7.5%	+7.6%
Three Mile	65,667	69,398	68,646	68,190
percent change (3 mi)		+5.7%	-1.1%	-0.7%
change from '10 (3 mi)		+5.7%	+4.5%	+3.8%
Five Mile	151,705	157,975	156,885	156,136
percent change (5 mi)		+4.1%	-0.7%	-0.5%
change from '10 (5 mi)		+4.1%	+3.4%	+2.9%

Source: ESRI; Sterrett Urban, LLC

The population figures indicate a modest rate of growth within one mile of the Study Area (+7.3%) compared to those areas within three and five miles of the Study Area (5.7% and 4.1%, respectively) between 2010 and 2020 with the slowest growth occurring within five miles of the Study Area. Population was forecasted to grow at a much slower rate in 2025 (+0.2%) within one mile of the Study Area and an almost negligible increase in growth nearest the Study Area in 2030 with slightly declining population between three- and five-miles of the Study Area. Overall, the area nearest the Study Area is expected to have experienced the highest rate of growth in population between 2010 and 2030 (+7.6%), while modest population growth is expected to have occurred between three and five miles of the Study Area (2.9% - 3.8%).

	Median Household Income	
13700 E. U.S. 40 Highway	**Forecast**	
Radius	**2025**	**2030**
One Mile	70,378	80,951
chg. from ’25 (1 mile)		+15.0%
Three Mile	68,241	77,857
chg. from ’25 (3 mile)		+14.1%
Five Mile	65,362	74,679
chg. from ’25 (5 mile)		+14.3%

Source: ESRI; Sterrett Urban, LLC

The median household income within one mile of the Study Area is forecasted by ESRI to be greater than the rate of growth of the median household income for those households within three and five miles of the Study Area between 2025 and 2030.

Unemployment

The most recent unemployment data for the Study Area is for the City of Independence, Missouri as a whole. The following data was provided by the Missouri Economic Research and Information Center (MERIC):

Civilian Labor Force – Independence, Missouri
August 2025

Labor Force	Labor Force Employed	Labor Force Unemployed	Percentage Unemployed
61,466	58,507	2,959	4.8%

Source: Missouri Economic Research and Information Center (MERIC)

According to the Bureau of Labor Statistics, the preliminary unemployment rate for the Kansas City, KS/MO metropolitan area in August 2025 was 4.3%.

According to the Federal Reserve, an unemployment rate of 5.0% - 5.2% can generally be considered “full employment.”

Section III

Determination of Study Area Conditions

Significant findings of the Noland Fashion Square Redevelopment Area Blight Study are presented in the discussion which follows. These findings are based on a review of documents and reports, interviews, field surveys, and analyses conducted in October 2025. Properties and buildings, along with public improvements adjacent to the properties, were evaluated and deficiencies noted. As previously explained, the purpose of this study was to determine whether conditions as defined by the TIF Act and CID Act in RSMo. 99.805(1) of the Missouri State Statute, as amended, exist in the Study Area.

RSMo. 99.805(1)
The principal blighting factors reported here and in line with the respective statutory definitions include: insanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes. The Appendix section of this report includes a table exhibiting the blighting factors present at each property parcel within the Study Area.

Blight Defined
As presented in Section I, blight is defined as follows with respect to the TIF Act and the CID Act:

> *"Blighted area", an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use;* (RSMo. Ch. 99.805(1)).

Several court cases provide additional direction in the consideration of blight:

- The courts have determined that it is not necessary for an area to be what commonly would be considered a "slum" in order to be blighted. Parking Systems, Inc. v. Kansas City Downtown Redevelopment Corporation, 518 S.W.2d 11, 15 (Mo. 1974)

- An otherwise viable use of a property may be considered blighted if it is an economic underutilization of the property. Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc., 812 S.W.2d 903, 910 (MO.App.E.D. 1991).

- It is not necessary for every property within an area designated as blighted to conform to the blight definition. A preponderance of blight conditions is adequate to designate an area for redevelopment. Maryland Plaza Redevelopment Corporation v. Greenberg, 594 S.W.2d 284, 288 (MO.App.E.D. 1979).

- The courts have determined that in order to make a finding of blight for a defined redevelopment area, the total square footage of the area is to be considered and not a preponderance of the individual parcels. Allright Properties, Inc. v. Tax Increment Financing Commission of Kansas City, 240 S.W.3d 777 (MO.App.W.D. 2007).

Component 1: Insanitary or Unsafe Conditions

There are numerous locations within the Study Area that exhibit unsafe or insanitary conditions. The most prevalent Study Area conditions considered unsafe or insanitary include disconnected and/or nonfunctioning building systems (typically the result of theft and/or vandalism) to the point where the City has declared a majority of the structures to be dangerous buildings and a fire hazard. Also prevalent is the deterioration of pedestrian walkways (sidewalks) and pavement throughout the surface parking lots and drive aisles which creates tripping hazards, and faded or nonexistent directional signage and pavement markings in the parking lots and drive aisles. Many walkways are also covered with broken glass, building materials and debris as the result of vandalism of windows and doors throughout the Study Area.

Overgrown vegetation, trash/debris and graffiti were very common throughout the Study Area, as was evidence of trespass, vandalism and theft.

Noncompliance with the Americans with Disabilities Act (ADA) is evident in some places and primarily includes nonexistent or substandard signage and substandard curb ramps.

Minor instances of poor drainage, particularly drainage across pedestrian walkways, was present in several locations, as was the blockage of storm drains with vegetative debris.

As noted previously, a Phase I environmental site assessment conducted in 2025 identified several Recognized Environmental Conditions (RECs) and a spill near the trash compactor at the department store loading dock. Mold was documented by the developer in several interior spaces.

Examples of this condition are shown below. Each property/tax parcel in the Study Area exhibited insanitary or unsafe conditions. Additional photographs of deteriorated pavement and sidewalks are included in *Component 2: Deterioration of Site Improvements*.



Deterioration of sidewalk; uneven pavement due to growth of vegetation; overgrown vegetation



Unsafe/uneven sidewalk caused by vegetation growth, debris, broken glass



Overgrown vegetation, debris, deterioration of parking lot



Uneven pavement caused by growth of vegetation; broken glass on pavement



Deterioration of pavement; overgrown vegetation



Graffiti; overgrown vegetation; theft of equipment; deterioration of pavement; failure of finishes



Graffiti; overgrown vegetation; deterioration of pavement



Unsecured access to dangerous building; graffiti; overgrown vegetation; missing downspouts



Deterioration of gutter, steps; lack of railing; graffiti; overgrown vegetation; damaged bollards



ADA Signage and ramp not code compliant



Lack of sidewalk



Deterioration of sidewalk; ADA signage, aisle non-compliant; faded pavement markings



Illegal dumping; deterioration of pavement, trash enclosure; trash/debris



Deterioration of sidewalk, uneven pavement; boarded windows and doors; broken glass on sidewalk



Broken window; glass on sidewalk; boarded windows, doors



Overgrown vegetation; graffiti; deterioration of pavement; failure of finishes



Deterioration of pavement; overgrown vegetation; trash/debris



Vandalism (broken glass door); broken glass on sidewalk



Mold; trash/debris; disconnected/nonfunctioning building systems



Mold; trash/debris



Mold

Component 2: Deterioration of Site Improvements

The condition of deterioration of site improvements was primarily established through field survey work and observation of exterior physical conditions within the Study Area. Building deterioration rating criteria considered included the following: primary structure (roof, walls, foundation); secondary structure (fascia/soffits, gutters/downspouts, exterior finishes, windows and doors, stairways/fire escapes); and exterior structure (mechanical equipment, loading areas, fences/walls/gates, other structures).

The most common examples of structural deterioration found in the Study Area included the deterioration of roofs, a few of which have reached the end of their useful life and require replacement. The following photos are examples of structural deterioration in the Study Area.



Deterioration of roof; failure of finishes



Deterioration of roof; failure of finishes



Deterioration of brick veneer; boarded windows



Deterioration of roof; failure of finishes; boarded windows and doors; poor drainage; graffiti



Deterioration of door, lintel; need for mortar repair



Failure of finishes; deterioration of door; overgrown vegetation; graffiti



Open access to dangerous building; boarded windows and doors; failure of finishes; deterioration of soffit



Failure of finishes



Deterioration of gutter; overgrown vegetation; graffiti; failure of finishes



Failure of finishes; overgrown vegetation; boarded door



Failure of finishes; graffiti; overgrown vegetation; deterioration of pavement



Failure of finishes; deterioration of door; overgrown vegetation; graffiti



Failure of finishes; boarded windows and doors



Failure of finishes

In addition to structural deterioration, a variety of blight conditions were observed within the Study Area related to the deterioration of the site and non-primary improvements. These conditions which negatively affect the appearance and utilization of the area, most commonly include deterioration of parking surfaces, driveways, walls, and equipment.

Examples of site deterioration problems are found throughout the Study Area, as shown in the photographs below.



Deterioration of pavement



Deterioration of pavement; trash/debris; overgrown vegetation



Deterioration of pavement



Deterioration of pavement



Deterioration of sidewalk, pavement



Deterioration of pavement



Deterioration of pavement



Illegal dumping; deterioration of trash enclosure, pavement



Deterioration of mailboxes; overgrown vegetation



Deterioration of roof-top equipment; failure of finishes



Neglected landscaping



Deterioration of pavement; trash/debris; overgrown vegetation



Neglected landscaping; deterioration of pavement



Deterioration of pavement; overgrown vegetation



Deterioration of pavement; failure of finishes; overgrown vegetation



Deterioration of light pole foundation

Each property/tax parcel in the Study Area exhibits deterioration of site improvements. The most common conditions included the deterioration of roofs, failure of finishes, deterioration of doors and windows, gutters and downspouts, soffits, surface parking and drive aisle pavement, and equipment.

Component 3: Existence of Conditions which Endanger Life or Property by Fire and Other Causes

Posted on the exterior of 13920 E. 40 US Highway was a copy of a notice, dated June 11, 2025, from the City of Independence, Missouri to the property owner, Noland Fashion SC LLC, citing the structures located at 13520 E US 40 Hwy, 13700 E US 40 Hwy and 13920 E US 40 Hwy as dangerous structures, under the terms of the following violations of the Dangerous Building Section of the City's Property Maintenance Code:

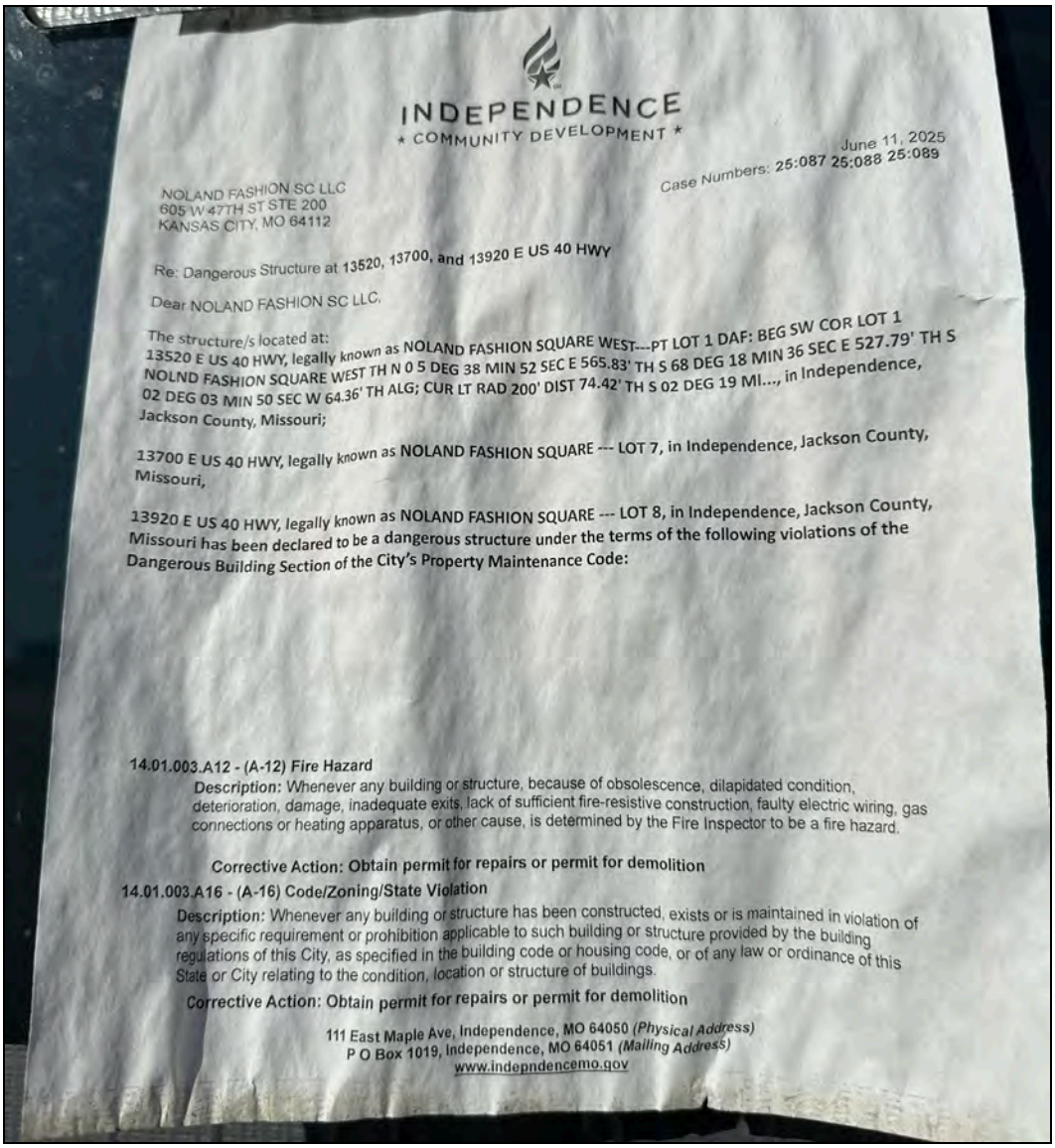
14.01.003.A12 – (A-12) Fire Hazard

Description: Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the Fire Inspector to be a fire hazard.

14.01.003.A16 – (A-16) Code/Zoning/State Violation

Description: Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this City, as specified in the building code or housing code, or of any law or ordinance of this State or City relating to the condition, location or structure of buildings.

The notice cited the same corrective action for both violations: "Obtain permit for repairs or permit for demolition."



INDEPENDENCE
★ COMMUNITY DEVELOPMENT ★

June 11, 2025
Case Numbers: 25:087 25:088 25:089

NOLAND FASHION SC LLC
605 W 47TH ST STE 200
KANSAS CITY, MO 64112

Re: Dangerous Structure at 13520, 13700, and 13920 E US 40 HWY

Dear NOLAND FASHION SC LLC,

The structure/s located at:
13520 E US 40 HWY, legally known as NOLAND FASHION SQUARE WEST---PT LOT 1 DAF: BEG SW COR LOT 1 NOLND FASHION SQUARE WEST TH N 0 5 DEG 38 MIN 52 SEC E 565.83' TH S 68 DEG 18 MIN 36 SEC E 527.79' TH S 02 DEG 03 MIN 50 SEC W 64.36' TH ALG; CUR LT RAD 200' DIST 74.42' TH S 02 DEG 19 MI..., in Independence, Jackson County, Missouri;

13700 E US 40 HWY, legally known as NOLAND FASHION SQUARE --- LOT 7, in Independence, Jackson County, Missouri,

13920 E US 40 HWY, legally known as NOLAND FASHION SQUARE --- LOT 8, in Independence, Jackson County, Missouri has been declared to be a dangerous structure under the terms of the following violations of the Dangerous Building Section of the City's Property Maintenance Code:

14.01.003.A12 - (A-12) Fire Hazard
Description: Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the Fire Inspector to be a fire hazard.

Corrective Action: Obtain permit for repairs or permit for demolition

14.01.003.A16 - (A-16) Code/Zoning/State Violation
Description: Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this City, as specified in the building code or housing code, or of any law or ordinance of this State or City relating to the condition, location or structure of buildings.

Corrective Action: Obtain permit for repairs or permit for demolition

111 East Maple Ave, Independence, MO 64050 *(Physical Address)*
P O Box 1019, Independence, MO 64051 *(Mailing Address)*
www.indepndencemo.gov

Fire safety information pertaining to the parcels in the Study Area was not gathered for this Study as the data was not available.

An examination of crime data for the past twelve months, provided by LexisNexis, indicates the Study Area has crime much lower than other commercial and residential areas in the South Noland Road Corridor, and according to LexisNexis the properties within the Study Area have had few crime incidents that were reported within the past twelve months. Ten (10) incidents have occurred in the Study Area over the past twelve months, with "Stealing from Motor Vehicle" the most frequent (three incidents). Much of the crime in proximity to the Study Area as indicated in the map below has occurred on the east side of S. Noland Road directly across from the Study Area.



Noland Fashion Square Redevelopment Area – Crime Density Map (October 16, 2024 – October 15, 2025)
Source: LexisNexis

As noted previously real and potential environmental liabilities exist within the Study Area that would endanger life or property.

The existence of conditions which endanger life or property by fire and other causes was identified within the Study Area.

Summary of Blighting Factors
The following table summarizes the three blighting factors analyzed during the inspection of property within the Study Area.

As evidenced from the table below, more than 50% of the Study Area satisfies each of the three blighting cause factors. In addition, the percentage of the Study Area that has at least one blighting factor is 100%. The percentage of the Study Area that exhibits a predominance of blighting factors is 98%.

Noland Fashion Square Redevelopment Area / Community Improvement District

Summary of Blighting Factors

Study Area	Parcels	Pct.	Area (acres)	Pct.
Total	14	100%	31.9	100%
Blighting Factors				
Insanitary or unsafe conditions	14	100.0%	31.9	100.0%
Deterioration of site improvements	14	100.0%	31.9	100.0%
Existence of conditions which endanger life or property by fire and other causes	5	35.7%	25.1	78.7%
Parcels with at least one blighting factor	14	100.0%	31.9	100.0%
Parcels with no blighting factors	0	0.0%	0.0	0.0%
Parcels with Predominance of Blighting Factors	**13**	**92.9%**	**31.3**	**98.0%**

Effect Component 1: Economic or Social Liability

Economic Liability

The following are generally considered economic characteristics of blighted areas:

- Reduced or negligible income;
- Impaired economic value;
- Depreciated values;
- Impaired investments;
- Negligible income

The Missouri Supreme Court has determined that "the concept of urban redevelopment has gone far beyond 'slum clearance' and the concept of economic underutilization is a valid one."

As indicated in Appendix B: Property Valuation and Taxes, the assessed value of the Study Area has declined by approximately 1.56% between 2020 and 2024.

Economic underutilization of the property within the Study Area is evident in the following manner:

- Vacancies in the Study Area are excessive at nearly 100.0%. As a result of the high vacancy rate, assessed value of the Study Area has been declining or remaining stagnant since 2020 and before, and sales taxes have declined significantly.

- The low level of rent collected due to the high vacancy rate has resulted in deferred maintenance and a lack of reinvestment that would help the owner attract tenants and tenants attract customers. Redeveloping the Study Area will result in the ability to attract new tenants and improve the long-term financial sustainability of the shopping center, and increase revenues to the taxing jurisdictions.

The redevelopment of the area has been hindered primarily by the deterioration of site improvements that has also resulted in unsafe conditions throughout the Study Area. Addressing the deterioration and unsafe conditions is a cost that is prohibitive for a private sector developer (or property owner) to take on independently and remain competitive in the market. Doing nothing will only result in further deterioration of building and site improvements, resulting in the potential for stagnation or decline of property assessments. In order for businesses to provide a safe environment for customers and employees, and to continue to grow and attract new economic activity to the Study Area and surrounding areas, some form of external financial assistance that is not currently being utilized will be required in order to make improvement of the Study Area economically feasible.

Economic underutilization – deteriorating site improvements, underutilized property, unsafe conditions, and excessive vacancies – in a high-traffic location in the surging S. Noland Road Corridor – indicates the Study Area is blighted.

Social Liability

The social liabilities associated with the Study Area are related to the presence of various hazardous conditions that threaten or endanger the health, safety and welfare of the community. Specific liabilities include:

1. The theft and/or the destruction of major building systems in the Study Area has left several structures with non-functioning or nearly non-functioning heating, ventilation, air-conditioning, plumbing, and fire suppression systems.

2. Evidence of vandalism and trespass inside the building.

Given the presence of the conditions outlined above, the Study Area has become a social liability in that such conditions are conducive to ill health, transmission of disease, and crime. Additionally, the presence of these conditions dictates that the City pursue redevelopment opportunities that are consistent with its Comprehensive Plan.

Effect Component 2: Menace to the Public Health, Safety, or Welfare

In its present condition and use, the Study Area exhibits many factors that constitute a menace to public health, safety and welfare. The deteriorated and insanitary conditions described in this report are a threat to public health, and the unsafe conditions are a threat to public safety. Furthermore, the overall condition of the Study Area and its underutilization diminish the public welfare with respect to the perception of this area of Independence, Missouri.

Conclusion

A predominance of the components that make up the definition of blight per the TIF Act (RSMo. 99.805) was present in the proposed Noland Fashion Square Redevelopment Area.

The dominant blighting factors include a complete lack of functioning building systems (electrical, HVAC, plumbing) and life safety systems, including fire suppression systems, that prevent a majority of the space in the Study Area from being occupied; water infiltration; roofs that require substantial repair or replacement immediately; and the physical deterioration of building and site improvements, most of which result in dysfunctional or unsafe conditions throughout the Study Area. The inability to pay reasonable property taxes, the underutilization of the property, and excessive vacancies indicates blight is present within the Noland Fashion Square Redevelopment Area. The above combine to create economic underutilization and thereby the Redevelopment Area is an economic liability for Independence, Missouri and other taxing jurisdictions. The inability to occupy much of the Study Area and the evidence of trespass and crime in the Study Area is a social liability and a menace to the public health, safety, and welfare.

Therefore, the Consultant has determined that the proposed Noland Fashion Square Redevelopment Area of Independence, Missouri, as of October 15, 2025, is a "blighted area" according to the definitions provided in Missouri's Real Property Tax Increment Allocation Redevelopment Act – Sections 99.800 to 99.865 R.S.Mo. – and according to the definitions provided in Missouri's Community Improvement District Act – Sections 67.1401 to 67.1571 R.S.Mo. – and constitutes an economic and social liability and is a menace to the public health, safety, and welfare in its present condition and use.

Appendix A

Property Ownership & Legal Descriptions

Map No.	Site Address	Parcel ID No.	Owner	Short/Abbreviated Parcel Legal Description
1	13920 E US 40 HWY	33-520-10-79-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE --- LOT 8
2	13700 E US 40 HWY	33-520-10-80-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE --- LOT 7
3	NO ADDRESS ASSIGNED BY CITY	33-520-10-81-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE --- TRACT A
4	13710 E US 40 HWY	33-520-10-82-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE --- LOT 6
5	13720 E US 40 HWY	33-520-10-83-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE --- LOT 5
6	13900 E US 40 HWY	33-520-10-85-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE --- LOT 3
7	4610 S NOLAND RD	33-520-10-86-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE --- LOT 2
8	4600 S NOLAND RD	33-520-10-87-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE --- LOT 1
9	NO ADDRESS ASSIGNED BY CITY	33-520-11-66-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE WEST---PT LOT 1 DAF: SW COR LOT 1 NOLAND FASHION SQUARE WEST TH N 02 DEG 03 MIN 51 SEC E 77.86' TH ALG CUR LT RAD 150' DIST 117.81' TH ALG CUR RT RAD 200' DIST 82.67' TH S 02 DEG 19 MIN 47 SEC E 252.48' TH S 87 DEG 49 MIN 59 SEC E 90' TO POB
10	13520 E US 40 HWY UNIT A&B	33-520-11-67-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE WEST---PT LOT 1 DAF: BEG SW COR LOT 1 NOLND FASHION SQUARE WEST TH N 0 5 DEG 38 MIN 52 SEC E 565.83' TH S 68 DEG 18 MIN 36 SEC E 527.79' TH S 02 DEG 03 MIN 50 SEC W 64.36' TH ALG CUR LT RAD 200' DIST 74.42' TH S 02 DEG 19 MIN 47 SEC W 252.48' TH N 87 DEG 49 MIN 59 SEC W 541.85' TO POB
11	13500 E US 40 HWY	33-520-11-68-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE WEST---PT LOT 2 DAF: BEG NW COR LOT 2 NOLAND FASION SQUARE WEST TH S 87 DEG 49 MIN 9 SEC E 541.85' TH S 02 DEG 19 MIN 47 SEC W 289.95' TH N 87 DEG 15 MIN 57 SEC W 62.19' TH S 02 DEG 03 MIN 51 SEC W 220.02' TH N 87 DEG 16 MIN 33 SEC W 234.01' TH N 87 DEG 06 MIN 07 SEC W 20.22' N 02 DEG 53 MIN 55 E SEC 15' TH N 87 DEG 06 MIN 09 SEC W 150' TH N 02 DEG 53 MIN 51 SEC E 25' TH N 87 DEG 06 MIN 09 SEC W 102.79' TH N 05 DEG 38 MIN 52 SEC E 464.35' TO POB
12	NO ADDRESS ASSIGNED BY CITY	33-520-11-69-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE WEST---PT LOT 3 DAF: BEG SW COR LOT 3 NOLAND FASHION SQUARE TH N 02 DEG 03 MIN 51 SEC E 220.02' TH S 87 DEG 15 MIN 57 SEC E 62.19' TH S 02 DEG 19 MIN 47 SEC E 220' TH N 87 DEG 16 MIN 33 SEC W 61.17' TO POB
13	NO ADDRESS ASSIGNED BY CITY	33-520-11-70-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE WEST---PT LOT 3 DAF: BEG SE COR LOT 3 NOLAND FASHION SQUARE WEST TH N 02 DEG 04 MIN 20 SEC E 220' TH N 87 DEG 15 MIN 57 SEC W 76.35' TH S 02 DEG 19 MIN 47 SEC W 220' TH S 87 DEG 16 MIN 33 SEC E 77.33' TO POB
14	13500 E US 40 HWY	33-520-11-71-00-0-00-000	NOLAND FASHION SC LLC	NOLAND FASHION SQUARE WEST---PT LOT 2 DAF: BEG NE COR LOT 2 NOLAND FASION SQUARE WEST TH N 87 DEG 49 MIN 59 SEC W 90' TH S 02 DEG 19 MIN 47 SEC W 289.95' TH S 87 DEG 15 MIN 57 SEC E 76.35' TH N 02 DEG 04 MIN 20 SEC E 33' TH S 87 DEG 56 MIN 08 SEC E 15' TH N 02 DEG 03 MIN 51 SEC E 257.69' TO POB

Appendix B

Property Valuation & Taxes

Map No.	Tax Parcel ID Number	Total Assessed Value 2020	2021	2022	2023	2024	2025	Taxes 2024	Delinquent	NOTES
1	33-520-10-79-00-0-00-000				912,000	912,000	1,037,856	76,291.54	76,291.54	
2	33-520-10-80-00-0-00-000				944,000	944,000	1,102,592	78,968.43	78,968.43	
3	33-520-10-81-00-0-00-000				224,000	224,000	254,579	18,738.27	18,738.27	
4	33-520-10-82-00-0-00-000				368,000	368,000	384,221	30,784.30	30,784.30	
5	33-520-10-83-00-0-00-000				224,000	224,000	248,121	18,738.27	18,738.27	
6	33-520-10-85-00-0-00-000				224,000	224,000	258,042	18,738.27	18,738.27	
7	33-520-10-86-00-0-00-000				292,480	292,480	348,128	24,466.83	24,466.83	
8	33-520-10-87-00-0-00-000				288,960	288,960	328,547	24,172.38	24,172.38	
9	33-520-11-66-00-0-00-000					16,960	18,656	1,418.76	1,418.76	
10	33-520-11-67-00-0-00-000					311,680	1,139,927	29,448.15	29,448.15	
11	33-520-11-68-00-0-00-000					363,840	1,536,454	34,376.33	34,376.33	
12	33-520-11-69-00-0-00-000					14,400	15,264	1,360.54	1,360.54	
13	33-520-11-70-00-0-00-000					17,920	19,354	1,499.06	1,499.06	
14	33-520-11-71-00-0-00-000					27,200	29,376	2,275.36	2,275.36	
	Historic Parcels	3,348,753	3,348,480	3,348,480	819,200	0	0	0.00	0.00	
	Total	3,348,753	3,348,480	3,348,480	4,296,640	4,229,440	6,721,117	361,276.49	361,276.49	
	Annual Change %		-0.01%	0.00%	28.32%	-1.56%	58.91%			
	Cumulative Change %		-0.01%	-0.01%	28.31%	26.30%	100.71%			

Appendix C

Summary of Properties & Blighting Factors Present

No.	Parcel Address	Parcel APN (County)	Insanitary or unsafe conditions	Deterioration of site improvements	Endangerment of life or property by fire, other causes	TOTAL	Acreage	Predominance of Blighting Factors Present
1	13920 E US 40 HWY	33-520-10-79-00-0-00-000	■	■	■	3	4.29	■
2	13700 E US 40 HWY	33-520-10-80-00-0-00-000	■	■	■	3	8.15	■
3	NO ADDRESS ASSIGNED BY CITY	33-520-10-81-00-0-00-000	■	■		2	2.43	■
4	13710 E US 40 HWY	33-520-10-82-00-0-00-000	■	■	■	2	0.90	■
5	13720 E US 40 HWY	33-520-10-83-00-0-00-000	■	■		2	0.78	■
6	13900 E US 40 HWY	33-520-10-85-00-0-00-000	■	■		2	0.86	■
7	4610 S NOLAND RD	33-520-10-86-00-0-00-000	■	■		2	0.64	
8	4600 S NOLAND RD	33-520-10-87-00-0-00-000	■	■		2	0.62	■
9	NO ADDRESS ASSIGNED BY CITY	33-520-11-66-00-0-00-000	■	■		2	0.38	■
10	13520 E US 40 HWY UNIT A&B	33-520-11-67-00-0-00-000	■	■	■	3	5.72	■
11	13500 E US 40 HWY	33-520-11-68-00-0-00-000	■	■	■	2	6.02	■
12	NO ADDRESS ASSIGNED BY CITY	33-520-11-69-00-0-00-000	■	■		2	0.31	■
13	NO ADDRESS ASSIGNED BY CITY	33-520-11-70-00-0-00-000	■	■		2	0.39	■
14	13500 E US 40 HWY	33-520-11-71-00-0-00-000	■	■		2	0.40	■
	TOTALS		**14**	**14**	**5**	**31**		**13**
			31.89	**31.89**	**25.08**		**31.89**	**31.25**
			100.0%	**100.0%**	**78.7%**			**98.0%**

Appendix D

Certification / Assumptions & Limiting Conditions / Qualifications

Certification

I certify that, to the best of my knowledge and belief…

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.

3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.

6. Patrick Sterrett has made a personal inspection of the property that is the subject of this report October 15, 2025.

7. This study is not based on a requested result or a specific conclusion.

8. I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.



Patrick Sterrett
Sterrett Urban, LLC

Assumptions & Limiting Conditions

This Blight Study is subject to the following limiting conditions and assumptions:

1. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are Sterrett Urban's unbiased professional analyses, opinions, and conclusions.

2. Information provided and utilized by various secondary sources is assumed to be accurate. Sterrett Urban cannot guarantee information obtained from secondary sources.

3. The nature of real estate development is unpredictable and often tumultuous. In particular, the natural course of development is difficult to predict and forecast. Sterrett Urban deems our projections as reasonable considering the current and obtained information.

4. Sterrett Urban has considered and analyzed the existing conditions concerning the subject property within the redevelopment area. We have considered these existing conditions when forming our analysis and conclusions. However, it should be understood that conditions are subject to change without warning, and potential changes could substantially affect our recommendations.

5. Our analyses, opinions and conclusions were prepared in conformance with the Code of Professional Ethics and Standards of the American Institute of Certified Planners.

Patrick Sterrett, AICP

Principal

Urban Planning & Development Services

Sterrett Urban LLC is an urban planning and real estate development advisory firm which counsels an array of public and institutional clients, as well as private investors and developers, interested in bringing development projects and revitalization efforts to fruition. **Sterrett Urban LLC** has unmatched experience and expertise providing redevelopment, community planning, and economic development strategies and implementation services for a wide variety of product types and settings.

The firm, founded in 2006, is led by Patrick Sterrett, a certified urban planner who has more than twenty-five years of experience forging partnerships, managing complex real estate development projects, and creating vibrant, sustainable urban plans and designs. Current and recent work includes creating a development program and financing strategies for a $20 million mixed-use project on Troost Avenue; developing a strategy to unwind the original financing framework Mr. Sterrett helped originate for the LAMP nonprofit campus that involves tax abatement, New Markets tax credits, and Historic Preservation tax credits; land use planner for the redevelopment of the three million square foot former Bannister Federal Complex; continued management of two community improvement districts originally formed by Mr. Sterrett for others; and the development of financing strategies for a $20 million charter school in Kansas City, Missouri and a $5.5 million social service center and health clinic in Kansas City, Kansas, both of which may include the use of tax credits and tax abatement.

Prior to forming **Sterrett Urban LLC** in 2006, Mr. Sterrett spent eleven years at the Economic Development Corporation of Kansas City, Missouri (EDC) and initiated and/or managed for the public sector some of the largest pioneering redevelopment projects in recent memory in Kansas City and in the country. During his tenure at the EDC, Mr. Sterrett provided staffing to each of the redevelopment agencies and also served as Executive Director of the Port Authority, where he managed land development, the negotiation of redevelopment agreements and creation of mixed-use development programs for the Kansas City Riverfront, former Richards-Gebaur Airport as an intermodal hub, a mixed-use village within the Columbus Park Neighborhood, and creation/implementation of a redevelopment strategy for the Crossroads Arts District.

Mr. Sterrett's work has been featured in local and national publications, and his work in the Crossroads Arts District and the Power & Light District in Kansas City has been recognized by the International Economic Development Council as exemplary of the most advanced redevelopment methods to revitalize distressed areas, including brownfields.

Mr. Sterrett earned a Bachelor Architecture and a Master of Urban Planning with a concentration in housing and community development from the University of Kansas.

Select Professional Experience

Sterrett Urban LLC

2006 – Current

Owner/Principal

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES

Blight Study
Independence Marketplace (TIF); WNQE Independence VI, LLC; Independence, MO

Blight Study
11828 NW Plaza Circle Community Improvement District; Yashoda Hotels, LLC; Kansas City, MO

Blight Study
7611 NW 97th Terrace Community Improvement District; BVM PLATT CITY, LLC; Kansas City, MO

*Blight Study
Ten Main Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Brookfield Building (Chapter 353); Brookfield Hotel Investment, LLC; Kansas City, MO

*Blight Study
Kansas City Convention Center Headquarters Hotel (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

*Blight Study
Mt. Cleveland Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*Blight Study
63rd & Holmes Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
23rd & Sterling Community Improvement District; McKeever Enterprises, Inc.; Independence, MO

General Development Plan and Qualifications Analysis (Blight)
17th & Madison (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
63rd Street Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan and Qualifications Analysis (Blight)
Green Village (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
32nd Street Place (TIF); Woodsonia Joplin, LLC; Joplin, MO

Blight Study
32nd Street Place Community Improvement District; Woodsonia Joplin, LLC; Joplin, MO

*Blight Study
Linwood/Prospect (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

*Blight Study
Oak Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
16 Main Street (Chapter 353); PC Homes, LLC; Parkville, MO

Blight Study
NE 58th Street & N. Oak Trafficway (Chapter 353); North Eagle Properties, LLC; Gladstone, MO

Blight Study
Twin Creeks Center Community Improvement District; White Goss, Attorneys at Law; Kansas City, MO

Blight Study
325 E. 31st Street Community Improvement District; Syndicate Property Holdings 1, LLC; Kansas City, MO

Blight Study
612 W. 47th Street Community Improvement District; JH Investors, LLC; Kansas City, MO

Blight Study
801 Westport Road Community Improvement District; GLI Hospitality & ADMJM WP1, LLC; Kansas City, MO

Development Plan & Blight Study
1411 Quebec (Chapter 353); MetroPark Warehouses, Inc.; North Kansas City, MO

Urban Renewal Plan & Blight Study
3200 Gillham Road Urban Renewal Area (LCRA); Exact Acme, LLC; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

*Blight Study
40 Highway & Noland Road (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

Blight Study
89th & State Line Community Improvement District; State Line Corner, LLC; Kansas City, MO

Blight Study
Boomtown Central (TIF); Denali Summit, LLC; Joplin, MO

Blight Study – Court Testimony
Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Economic Development Area
Aviara (TIF); City of Liberty, MO; Liberty, MO

Blight Study
4080 W. State Highway 76 (TIF); Fee/Hedrick Family Entertainment; Branson, MO

Blight Study
Creekside (TIF & CID); Parkville Development 38, LLC, Parkville Development 140, LLC, Parkville Development 50, LLC, Parkville Development VV1, LLC; Parkville, MO

Blight Study
Johnson Drive & Renner Road (TIF); Kingdom Real Estate, LLC & Paru, LLC; Shawnee, KS

Blight Study
Merriam Corners (TIF); Merriam Corners, LLC et al.; Merriam, KS

Urban Renewal Plan & Blight Study
Midtown Infill Multifamily Housing Urban Renewal Area (LCRA); FFV Development, LLC; Kansas City, MO

Blight Study
NW 112th Street & I-29 Community Improvement District; Bank of Weston & WB Seventeen, LLC; Kansas City, MO

Blight Study
NW Prairie View Road & NW 72nd Street (TIF & CID); North K I-29 2004, LLC; Kansas City, MO

*Blight Study
3800 Block of Prospect Ave Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

Blight Study
Riverside Red X Community Improvement District; Riverside Red X, Inc.; Riverside, MO

Conservation Area Study
Stag's Spring (TIF); Stag's Spring, LLC; Shawnee, KS

Blight Study
8th & Grand Boulevard (TIF, CID, LCRA, PIEA, Ch. 353); New Generation Construction; Kansas City, MO

Blight Study
Turner Vista (TIF); College Park Developers, LLC; Kansas City, KS

Blight Study
Villa West (TIF); 29th Street Partners, LLC; Topeka, KS

Blight Study
Vivion Point Community Improvement District; Lockard Kansas City Holdings, LLC; Kansas City, MO

Blight Study
Ward Parkway Plaza Community Improvement District; Greensboro Property Company, LLC; Kansas City, MO

Blight Study
Tiffany Landing Community Improvement District; Tiffany Landing, LLC; Kansas City, MO

General Development Plan and Qualifications Analysis (Undeveloped Industrial Area)
Frontage at Executive Park (PIEA), PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
22nd/23rd Street Connector (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
2nd Amended Ellison/Knickerbocker (PIEA), PIEA of Kansas City, MO; Kansas City, MO

*Blight Study
Second & Delaware Development Plan (Chapter 353); Chapter 353 Advisory Board of Kansas City, MO; Kansas City, MO

*Blight Study
Commerce Tower Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

*Blight Study
Key Coalition Neighborhood Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Victory Court (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
I-35 & W. 13th Street (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Troost Bannister (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Seven301 (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
Oxford on the Blue (PIEA); PIEA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Ellison/Knickerbocker (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*Blight Study
Bannister & I-435 (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Blight)
1st Amended Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study Addendum (Social Liabilities)
Armour/Gillham Corridor (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Liberty Commons (TIF); City of Liberty, MO; Liberty, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan and Qualifications Analysis (Insanitary Area)
Hawthorne Road (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan
Amended/Restated Folgers Coffee Company (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Inter-State Building Development Plan (Chapter 353); Abbot Properties; Kansas City, MO

General Development Plan & Blight Study
39th Terrace (PIEA), PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Truman-Hardesty (TIF); TIF Commission of Kansas City, MO; Kansas City, MO

Blight Study
Oak Barry Community Improvement District; MD Management; Kansas City, MO

General Development Plan & Blight Study
Metro North Mall (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Metro North Square Community Improvement District; MD Management; Kansas City, MO

General Development Plan & Blight Study
155th & Kensington (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Hospital Hill III Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study Update
Columbus Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Troost-Rockhill (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Feasibility & Redevelopment Boundary Analysis
Northwest Briarcliff Road Corridor, City of Kansas City, MO

General Development Plan & Blight Study
Valentine-Broadway (PIEA); PIEA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

REDEVELOPMENT PLANNING/BUILDING CONDITION STUDIES (CONTINUED)

General Development Plan & Blight Study
Westport-Main (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Indiana Corridor Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Troost/Paseo Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Blue Valley (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study
Martin City Corridor Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

Blight Study
Longfellow-Dutch Hill Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

General Development Plan & Blight Study
Stuart Hall/HD Lee (PIEA); PIEA of Kansas City, MO; Kansas City, MO

Blight Study & Urban Renewal Plan
Columbus Park Urban Renewal Area (LCRA); LCRA of Kansas City, MO; Kansas City, MO

*In conjunction with APD Urban Planning & Management, LLC

Economic Development Corporation of Kansas City, Missouri 1995 – 2006

Executive Director, Port Authority of Kansas City, Missouri
Planner / Senior Planner

Author of the following plans and studies:

- Riverfront TIF Plan / Blight Study
- 74th & Wornall TIF Plan / Blight Study (plan not approved)
- 19th Terrace TIF Plan / Conservation Study
- 22nd & Main St. TIF Plan / Conservation Study
- 47th & Roanoke TIF Plan
- Prospect North TIF Plan
- Jazz District TIF Plan
- Pershing Road TIF Plan
- Eastwood Urban Renewal Plan / Blight Study
- South 31st Street Urban Renewal Plan / Blight Study
- Longfellow-Dutch Hill Urban Renewal Plan

EXHIBIT 7

EVIDENCE OF COMMITMENTS TO FINANCE

See Following Page

Inland Mortgage Capital, LLC
2901 Butterfield Road
Oak Brook, IL 60523

December 5, 2025

T-L Noland LLC
c/o Tri-Land Developments, Inc.
One East Oak Hill Drive #302
Westmont, IL 60559
Attn: Richard Dube

RE: Proposed Noland Fashion Square, NWC of Noland Road and Hwy 40[1], Independence, MO

Dear Rich:

This letter evidences Inland Mortgage Capital, LLC's continued interest in financing the Noland Fashion Square Shopping Center project at NWC of Noland Road and Hwy 40 in Independence, MO. Such preliminary financing commitment is contingent upon the availability of sufficient tax increment financing ("TIF"), TDD, and CID financing. Our preliminary interest remains subject to customary underwriting and due diligence as well as final credit approval from our committees and such approvals have not yet occurred. **This letter should not be construed as a binding obligation and you should not rely on it as such.**

We appreciate the opportunity to work with you on this transaction and look forward to additional discussions about the Project.

Sincerely,

Art Rendak
President
Inland Mortgage Capital, LLC

(1) 13500, 13520, 13700, 13710, 13720, 13721, 13900, 13920 E US 40 Hwy 4600, 4610, South Noland Road

EXHIBIT 8

RELOCATION ASSISTANCE PLAN FOR BUSINESSES & RESIDENCES

See Following Page

RELOCATION ASSISTANCE PLAN FOR BUSINESSES & RESIDENCES

This Relocation Plan governs relocation assistance which shall be paid in conjunction with implementation of the TIF Plan as required by the Act. Under Missouri law, any municipality utilizing the redevelopment tools provided under Chapter 99, RSMo., for redevelopment activities which cause displacement must adopt by rule or ordinance a relocation policy which meets the requirements set forth in Section 523.200-215 RSMo., (the "Relocation Statute"). This Relocation Plan adopts the minimum statutory requirements of the Relocation Statute which is incorporated herein.

EXHIBIT 9

AFFIDAVIT

See Following Pages

AFFIDAVIT

STATE OF Illinois)
) **S.S.**
COUNTY OF DuPage)

Pursuant to Subsection 99.820.1(1), R.S.Mo., as amended, T-L Noland LLC has expressed an interest in the redevelopment of the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Plan") in the City of Independence, Missouri ("City") and submitted a tax increment finance cost benefit analysis (the "Cost Benefit Analysis") along with the Plan. The Plan is to be submitted for consideration and approval by The Tax Increment Financing Commission of the City ("Commission"), to which this Affidavit is attached or with which this Affidavit is submitted, states and deposes upon oath as follows:

1. The Redevelopment Area consists of approximately 32 +/- acres located in the City and as legally described in the Plan.

2. Based upon the Blight Study, the Redevelopment Area, on the whole, is a blighted area (as defined in The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800, *et seq*., R.S.Mo., as amended) because within the Redevelopment Area there exists, among other factors, insanitary or unsafe conditions, deterioration of site improvements, and the existence of conditions which endanger life or property by fire and other causes, causing the Redevelopment Area to constitute a menace to the public health, safety and welfare in its present condition and use, all as shown in the blight study included as part of the proposed Plan. The inability to pay reasonable property taxes, the underutilization of the property, and excessive vacancies combine to create economic underutilization and thereby the Redevelopment Area is an economic liability for Independence, Missouri and other taxing jurisdictions and indicates blight is present. The Redevelopment Area has been allowed to deteriorate and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. In addition, the cost of curing the existing conditions and construction of improvements pursuant to the Plan are not economically viable if fully borne by the Redeveloper.

3. The Cost Benefit Analysis shows the economic impact of the Plan on each taxing district.

4. As demonstrated in the calculations of return on investment contained in the Cost Benefit Analysis, the Plan projects are not economically viable to the Redeveloper without such assistance.

5. As demonstrated in the calculations of return on investment contained in the Cost Benefit Analysis, the Plan projects are financially feasible with the assistance described.

6. The information submitted to the Commission, and the statements and averments in this Affidavit are, to the best of its knowledge and belief, true, accurate and complete in all material respects.

FURTHER, AFFIANT SAITH NAUGHT.

T-L NOLAND LLC, a Delaware limited liability company

By: _____
Richard F. Dube, President

Subscribed and sworn to before me, the undersigned Notary Public in and for said County and State, this 30th day of October, 2025.

{Notarial Seal/Stamp}

Official Seal
LINDA ANN OLEARY
Notary Public, State of Illinois
Commission No. 1005192
My Commission Expires February 24, 2029

Linda Ann O'Leary
Signature of Notary

Linda Ann O'Leary
Typed/Printed Name of Notary Public

My Commission expires:
February 24, 2029

EXHIBIT 10

ESTIMATED REDEVELOPMENT SCHEDULE

	Estimated Commencement	Estimated Completion
Redevelopment Project Areas 1-11	2026	2032

City of Independence, Missouri
(Noland Fashion Square)

TAX INCREMENT FINANCE COST-BENEFIT ANALYSIS

FOR THE

NOLAND FASHION SQUARE
TAX INCREMENT FINANCING
REDEVELOPMENT PLAN

DECEMBER 29, 2025

PREPARED BY: IRR CORPORATE & PUBLIC FINANCE

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Disclaimers:

(1) Any projections contained herein are preliminary. These indications are provided solely for your information and consideration, are subject to change at any time without notice. The information contained in this presentation may include results of analyses from a quantitative model which represent potential future events that may or may not be realized, and is not a complete analysis of every material fact. Any estimates included herein constitute our judgment as of the date hereof and are subject to change without any notice.

(2) IRR C&P is not acting as an advisor to a municipal entity or obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to any municipal entity or obligated person with respect to the information and material contained in this communication.

(3) IRR C&P is acting for its own interests or the interests of a client which is not a municipal entity or obligated person. A municipal entity or obligated person should discuss any information and material contained in this communication with any and all internal or external advisors and experts that the municipal entity or obligated person deems appropriate before acting on this information or material.

(4) The attached analysis, prepared by IRR Corporate and Public Finance, LLC ("IRR C&P"), contains factual and general information and is not recommending an action to a municipal entity or obligated person with respect to the structure, timing, or terms of any municipal financial products. Any examples, analyses, scenarios, or options contained in this communication are not a recommendation or advice to any municipal entity or obligated person.

(5) Prior to any Transaction, you should determine, without reliance upon us or our affiliates, the economic risks and merits (and independently determine that you are able to assume these risks) as well as the legal, tax and accounting characterizations and consequences of any such Transaction. In this regard, by accepting this presentation, you acknowledge that (a) we are not in the business of providing (and you are not relying on us for) legal, tax or accounting advice, (b) there may be legal, tax or accounting risks associated with any Transaction, (c) you should receive (and rely on) separate and qualified legal, tax and accounting advice and (d) you should apprise senior management in your organization as to such legal, tax and accounting advice (and any risks associated with any Transaction) and our disclaimer as to these matters.

(6) IRS Circular 230 Disclosure: IRR Corporate & Public Finance, LLC and its affiliates do not provide tax or legal advice. Any discussion of tax matters in these materials is not intended or written to be used, and cannot be used or relied upon, by you for the purpose of avoiding any tax penalties. Accordingly, you should seek advice based on your particular circumstances from an independent tax advisor.

NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN
COST-BENEFIT ANALYSIS

Purpose of Cost-Benefit Analysis

The Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "TIF Act"), requires that, in connection with the approval of a redevelopment plan, the governing body of a municipality make the finding that:

> *A cost-benefit analysis showing the economic impact of the plan on each taxing district which is at least partially within the boundaries of the redevelopment area [has been prepared]. The analysis shall show the impact on the economy if the project is not built, and is built pursuant to the redevelopment plan under consideration. The cost benefit analysis shall include a fiscal impact study on every affected political subdivision, and sufficient information from the developer for the commission established in section 99.820 to evaluate whether the project as proposed is financially feasible (Section 99.810.1(5) of the TIF Act).*

The purpose of this Cost-Benefit Analysis is to satisfy the requirement in the TIF Act that a cost-benefit analysis be prepared in connection with the proposed Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan").

Description of Project

This Cost-Benefit Analysis and the Redevelopment Plan pertains to approximately 32 acres of property within the City of Independence, in Jackson County, Missouri (the "Redevelopment Area"), as further described in the Redevelopment Plan. All undefined capitalized terms used herein shall have the meaning described in the Redevelopment Plan.

Description of Analysis

This Cost-Benefit Analysis evaluates the economic impact on the economy and on the applicable taxing districts if the Redevelopment Project is built and is not built pursuant to the Redevelopment Plan. For each applicable taxing jurisdiction, the following tables contained in this analysis show the projected real property tax and sales tax revenues if the Redevelopment Project is built (the "With Redevelopment") columns and also show the projected real property and sales tax revenues if the Redevelopment Project is not built (the "Without Redevelopment") columns over a 30-year term.

Key Assumptions

Key assumptions utilized in preparation of the cost-benefit analysis including property tax rates, sales tax rates, base assessed value, projected assessed values, and projected taxable sales can be found on the following pages. Information used to create the financial projections contained in this Cost-Benefit Analysis was obtained from the Developer, the County and other related sources. The financial projections are subject to numerous variables and assumptions, and no guarantee can be made regarding the accuracy of the projections. Actual performance of the Redevelopment Project over the time period examined in this Cost-Benefit Analysis may be materially different than the financial projections contained herein.

Initial Equalized Assessed Valuations

Parcel Number	Owner	2025 Assessed Value
33-520-11-67-00-0-00-000	Noland Fashion SC LLC	$ 358,432
33-520-11-66-00-0-00-000	Noland Fashion SC LLC	$ 18,656
33-520-11-68-00-0-00-000	Noland Fashion SC LLC	$ 418,416
33-520-11-71-00-0-00-000	Noland Fashion SC LLC	$ 29,376
33-520-11-69-00-0-00-000	Noland Fashion SC LLC	$ 15,264
33-520-11-70-00-0-00-000	Noland Fashion SC LLC	$ 19,354
33-520-10-80-00-0-00-000	Noland Fashion SC LLC	$ 1,085,600
33-520-10-79-00-0-00-000	Noland Fashion SC LLC	$ 1,037,856
33-520-10-87-00-0-00-000	Noland Fashion SC LLC	$ 328,547
33-520-10-86-00-0-00-000	Noland Fashion SC LLC	$ 336,352
33-520-10-85-00-0-00-000	Noland Fashion SC LLC	$ 257,600
33-520-10-83-00-0-00-000	Noland Fashion SC LLC	$ 248,121
33-520-10-82-00-0-00-000	Noland Fashion SC LLC	$ 384,221
33-520-10-81-00-0-00-000	Noland Fashion SC LLC	$ 254,579
TOTAL		$ 4,792,374

Source: Jackson County GIS as of December 29, 2025

Estimated Annual Increases in Assessed Value and Resulting Payments in Lieu of Taxes and Projected Economic Activity

			TIF Ad Valorem - Independence School #30 District					TIF Ad Valorem - Raytown School C-II District					TIF Sales Tax EATS, Sales Tax Rebates, TDD Sales Tax, CID Sales Tax									
CID / TDD Year	TIF Year	Year	Total Market Value	Total Assessed Value	Base Assessed Value[19]	Incremental Assessed Value	Total Ad Valorem	Total Market Value	Total Assessed Value	Base Assessed Value[19]	Incremental Assessed Value	Total Ad Valorem	Total TIF Taxable Sales	Base Taxable Sales	Incremental Taxable Sales	TIF Sales Tax (EATS)	Sale Tax Rebates	TDD Sales Tax (EATs & Non-EATs)	Total CID Taxable Sales	CID Sales Tax (EATS & Non-EATS)	CID Special Assessment	GRAND TOTAL
				$ -	$ 1,769,760		3.5220			$ 344,960		4.0634		$ -		1.8750%	1.3125%	1.00%		1.00%	$1.00	
1	1	2026	$ 5,530,500	$ 1,769,760	$ 1,769,760	$ -	$ -	$ 1,078,000	$ 344,960	$ 344,960	$ -	$ -	$ 544,503	$ 183,890	$ 360,613	$ 6,491	$ 4,544	$ -	$ 9,492,855	$ 83,030	$ 227,230	$ 321,295
2	2	2027	$ 15,841,410	$ 5,069,251	$ 1,769,760	$ 3,299,491	$ -	$ 1,078,000	$ 344,960	$ 344,960	$ -	$ -	$ 29,990,957	$ 4,016,250	$ 25,974,707	$ 467,545	$ 327,281	$ 283,711	$ 39,073,534	$ 372,721	$ 232,180	$ 1,683,438
3	3	2028	$ 18,149,910	$ 5,807,971	$ 1,769,760	$ 4,038,211	$ 113,185	$ 4,299,500	$ 1,375,840	$ 344,960	$ 1,030,880	$ -	$ 46,073,549	$ 4,016,250	$ 42,057,299	$ 757,031	$ 529,922	$ 441,117	$ 55,292,364	$ 531,461	$ 232,180	$ 2,604,896
4	4	2029	$ 20,856,000	$ 6,673,920	$ 1,769,760	$ 4,904,160	$ 138,526	$ 8,737,000	$ 2,795,840	$ 344,960	$ 2,450,880	$ 40,800	$ 64,764,962	$ 4,016,250	$ 60,748,712	$ 1,093,477	$ 765,434	$ 624,085	$ 74,122,059	$ 715,784	$ 237,130	$ 3,615,235
5	5	2030	$ 21,481,000	$ 6,873,920	$ 1,769,760	$ 5,104,160	$ 168,231	$ 8,737,000	$ 2,795,840	$ 344,960	$ 2,450,880	$ 97,000	$ 66,668,061	$ 4,016,250	$ 62,651,811	$ 1,127,733	$ 789,413	$ 642,523	$ 76,165,515	$ 735,598	$ 242,080	$ 3,802,577
6	6	2031	$ 21,695,545	$ 6,942,574	$ 1,769,760	$ 5,172,814	$ 175,092	$ 8,819,500	$ 2,822,240	$ 344,960	$ 2,477,280	$ 97,000	$ 67,668,082	$ 4,016,250	$ 63,651,832	$ 1,145,733	$ 802,013	$ 652,106	$ 77,307,998	$ 746,578	$ 242,080	$ 3,860,602
7	7	2032	$ 21,695,545	$ 6,942,574	$ 1,769,760	$ 5,172,814	$ 177,447	$ 8,819,500	$ 2,822,240	$ 344,960	$ 2,477,280	$ 98,045	$ 68,683,103	$ 4,016,250	$ 64,666,853	$ 1,164,003	$ 814,802	$ 661,833	$ 78,467,618	$ 757,721	$ 242,080	$ 3,915,931
8	8	2033	$ 21,912,235	$ 7,011,915	$ 1,769,760	$ 5,242,155	$ 177,447	$ 8,902,825	$ 2,848,904	$ 344,960	$ 2,503,944	$ 98,045	$ 69,713,350	$ 4,016,250	$ 65,697,100	$ 1,182,548	$ 827,783	$ 671,704	$ 79,644,632	$ 769,031	$ 242,080	$ 3,968,637
9	9	2034	$ 21,912,235	$ 7,011,915	$ 1,769,760	$ 5,242,155	$ 179,826	$ 8,902,825	$ 2,848,904	$ 344,960	$ 2,503,944	$ 99,100	$ 70,759,050	$ 4,016,250	$ 66,742,800	$ 1,201,370	$ 840,959	$ 681,722	$ 80,839,302	$ 780,509	$ 242,080	$ 4,025,566
10	10	2035	$ 22,131,093	$ 7,081,950	$ 1,769,760	$ 5,312,190	$ 179,826	$ 8,986,983	$ 2,875,835	$ 344,960	$ 2,530,875	$ 99,100	$ 71,820,436	$ 4,016,250	$ 67,804,186	$ 1,220,475	$ 854,333	$ 691,889	$ 82,051,891	$ 792,158	$ 242,080	$ 4,079,860
11	11	2036	$ 22,131,093	$ 7,081,950	$ 1,769,760	$ 5,312,190	$ 182,228	$ 8,986,983	$ 2,875,835	$ 344,960	$ 2,530,875	$ 100,166	$ 72,897,742	$ 4,016,250	$ 68,881,492	$ 1,239,867	$ 867,907	$ 702,208	$ 83,282,670	$ 803,980	$ 242,080	$ 4,138,436
12	12	2037	$ 22,352,139	$ 7,152,684	$ 1,769,760	$ 5,382,924	$ 182,228	$ 9,071,983	$ 2,903,035	$ 344,960	$ 2,558,075	$ 100,166	$ 73,991,208	$ 4,016,250	$ 69,974,958	$ 1,259,549	$ 881,684	$ 712,680	$ 84,531,910	$ 815,979	$ 242,080	$ 4,194,367
13	13	2038	$ 22,352,139	$ 7,152,684	$ 1,769,760	$ 5,382,924	$ 184,655	$ 9,071,983	$ 2,903,035	$ 344,960	$ 2,558,075	$ 101,242	$ 75,101,077	$ 4,016,250	$ 71,084,827	$ 1,279,527	$ 895,669	$ 723,308	$ 85,799,888	$ 828,156	$ 242,080	$ 4,254,637
14	14	2039	$ 22,575,395	$ 7,224,126	$ 1,769,760	$ 5,454,366	$ 184,655	$ 9,157,833	$ 2,930,507	$ 344,960	$ 2,585,547	$ 101,242	$ 76,227,593	$ 4,016,250	$ 72,211,343	$ 1,299,804	$ 909,863	$ 734,094	$ 87,086,887	$ 840,515	$ 242,080	$ 4,312,254
15	15	2040	$ 22,575,395	$ 7,224,126	$ 1,769,760	$ 5,454,366	$ 187,105	$ 9,157,833	$ 2,930,507	$ 344,960	$ 2,585,547	$ 102,330	$ 77,371,007	$ 4,016,250	$ 73,354,757	$ 1,320,386	$ 924,270	$ 745,041	$ 88,393,190	$ 853,058	$ 242,080	$ 4,374,270
16	16	2041	$ 22,800,884	$ 7,296,283	$ 1,769,760	$ 5,526,523	$ 187,105	$ 9,244,541	$ 2,958,253	$ 344,960	$ 2,613,293	$ 102,330	$ 78,531,572	$ 4,016,250	$ 74,515,322	$ 1,341,276	$ 938,893	$ 756,151	$ 89,719,088	$ 865,788	$ 242,080	$ 4,433,623
17	17	2042	$ 22,800,884	$ 7,296,283	$ 1,769,760	$ 5,526,523	$ 189,581	$ 9,244,541	$ 2,958,253	$ 344,960	$ 2,613,293	$ 103,428	$ 79,709,545	$ 4,016,250	$ 75,693,295	$ 1,362,479	$ 953,736	$ 767,426	$ 91,064,874	$ 878,708	$ 242,080	$ 4,497,437
18	18	2043	$ 23,028,628	$ 7,369,161	$ 1,769,760	$ 5,599,401	$ 189,581	$ 9,332,117	$ 2,986,277	$ 344,960	$ 2,641,317	$ 103,428	$ 80,905,188	$ 4,016,250	$ 76,888,938	$ 1,384,001	$ 968,801	$ 778,868	$ 92,430,847	$ 891,820	$ 242,080	$ 4,558,578
19	19	2044	$ 23,028,628	$ 7,369,161	$ 1,769,760	$ 5,599,401	$ 192,081	$ 9,332,117	$ 2,986,277	$ 344,960	$ 2,641,317	$ 104,537	$ 82,118,766	$ 4,016,250	$ 78,102,516	$ 1,405,845	$ 984,092	$ 790,481	$ 93,817,310	$ 905,127	$ 242,080	$ 4,624,243
20	20	2045	$ 23,258,649	$ 7,442,768	$ 1,769,760	$ 5,673,008	$ 192,081	$ 9,420,568	$ 3,014,582	$ 344,960	$ 2,669,622	$ 104,537	$ 83,350,548	$ 4,016,250	$ 79,334,298	$ 1,428,017	$ 999,612	$ 802,267	$ 95,224,570	$ 918,633	$ 242,080	$ 4,687,227
21	21	2046	$ 23,258,649	$ 7,442,768	$ 1,769,760	$ 5,673,008	$ 194,606	$ 9,420,568	$ 3,014,582	$ 344,960	$ 2,669,622	$ 105,657	$ 84,600,806	$ 4,016,250	$ 80,584,556	$ 1,450,522	$ 1,015,365	$ 814,228	$ 96,652,938	$ 932,339	$ 242,080	$ 4,754,798
22	22	2047	$ 23,490,971	$ 7,517,111	$ 1,769,760	$ 5,747,351	$ 194,606	$ 9,509,903	$ 3,043,169	$ 344,960	$ 2,698,209	$ 105,657	$ 85,869,818	$ 4,016,250	$ 81,853,568	$ 1,473,364	$ 1,031,355	$ 826,368	$ 98,102,732	$ 946,250	$ 242,080	$ 4,819,679
23	23	2048	$ 23,490,971	$ 1,746,827	$ 261,251	$ 1,485,576	$ 197,156	$ 9,600,133	$ 3,072,042	$ 344,960	$ 2,727,082	$ 106,788	$ 87,157,865	$ 4,016,250	$ 83,141,615	$ 1,496,549	$ 1,047,584	$ 838,687	$ 99,574,273	$ 960,368	$ 242,080	$ 4,889,213
24	24	2049	$ 23,725,615				$ 50,961					$ 107,931	$ 88,465,233	$ -	$ 36,377,890	$ 654,802	$ 458,361	$ 851,190	$ 101,067,887	$ 974,696	$ 242,080	$ 3,340,022
25		2050	$ 23,725,615										$ 89,792,212					$ 863,879	$ 102,583,906	$ 989,238	$ 242,080	$ 2,095,197
26		2051	$ 23,962,607										$ 91,139,095					$ 876,757	$ 104,122,664	$ 1,003,996	$ 242,080	$ 2,122,833
27		2052	$ 23,962,607										$ 92,506,181					$ 889,826	$ 105,684,504	$ 1,018,974	$ 242,080	$ 2,150,880
28		2053	$ 24,201,968										$ 93,893,774					$ 903,090				$ 903,090
29		2054	$ 24,201,968										$ 95,302,181					$ 916,551				$ 916,551
30		2055	$ 24,443,722										$ 96,731,713					$ 930,212				$ 930,212
TOTAL							**$ 3,818,208**					**$ 2,078,525**				**$ 27,762,395**	**$ 19,433,677**	**$ 21,574,005**		**$ 21,712,216**	**$ 6,496,553**	**$ 102,875,580**
NPV @ 6.00%							**$ 1,832,279**					**$ 948,471**				**$ 13,305,729**	**$ 9,314,011**	**$ 8,759,146**		**$ 9,591,649**	**$ 3,162,949**	**$ 46,914,234**

Notes:

1. Property Value Growth (annual)	1.00%
2. Retail Sales Growth (annual):	1.50%
3. Net Present Value:	6.00%
4. Retailer Holdback	2.00%
5. City TIF Admin Fee	1.00%
6. State Collection Fee	1.00%
7. Vacancy Rate (excl. Anchors)	5.00%
8. County Collection Fee (PILOTS)	1.60%
9. County Collection Fee (CID SA)	1.00%
10. CID Sales Tax	1.00%
11. TDD Sales Tax	1.00%
12. TIF Project Area Activation Date	Early 2026 & Early 2027
13. CID/TDD Activation Date	Early 2026
14. Commercial Assessment Ratio	32.00%
15. CID Annual Operating Cost	$10,000
16. TDD Annual Operating Cost	$10,000
17. CID & TDD Annual Operating Cost growth rate	2.00%
18. Assumes 3 month sales tax collection lag	
19. Base Assessed Value has been assumed at 50% of the 2024 Assessed Value	

Sales Tax Rates

Independence, Missouri	Rate	% of Rate Captured	Rate Captured
State of MO	4.225%	0%	0.000%
County - General	0.500%	50%	0.250%
County - Sports Complex	0.375%	0%	0.000%
County - Anti-Drug	0.250%	50%	0.125%
County - Community Children Services	0.250%	0%	0.000%
City - General	1.000%	100%	1.000%
City - Capital Improvements (Police)	0.125%	100%	0.125%
City - Proposition PD (Police)	0.250%	100%	0.250%
City - Fire Protection	0.500%	100%	0.500%
City - Streets	0.500%	100%	0.500%
City - Parks	0.250%	100%	0.250%
City - Stormwater	0.250%	50%	0.125%
Kansas City Zoological District	0.125%	50%	0.063%
Subtotal	**8.600%**	**37%**	**3.1875%**
CID Sales Tax	1.000%	100%	1.000%
TDD Sales Tax	1.000%	100%	1.000%
Total	**10.600%**	**49%**	**5.1875%**

Property Tax Rates

Independence, Missouri	Tax Levy Rate	% of Levy Captured	Levy Captured
State	0.0300	0%	0.0000
Jackson County	0.5556	50%	0.2778
Replacement Tax	1.4370	0%	0.0000
City of Independence	0.6657	50%	0.3329
Independence School #30	5.2371	50%	2.6186
Mid-Continent Library	0.3119	50%	0.1560
Jackson County Mental Health	0.0969	50%	0.0485
Jackson County Board of Disabled Services	0.0728	0%	0.0000
Metropolitan Junior College	0.1767	50%	0.0884
Total	**8.5837**	**41%**	**3.5220**

Property Tax Rates

Independence, Missouri	Tax Levy Rate	% of Levy Captured	Levy Captured
State	0.0300	0%	0.0000
Jackson County	0.5556	50%	0.2778
Replacement Tax	1.4370	0%	0.0000
City of Independence	0.6657	50%	0.3329
Raytown School C-II	6.3200	50%	3.1600
Mid-Continent Library	0.3119	50%	0.1560
Jackson County Mental Health	0.0969	50%	0.0485
Jackson County Board of Disabled Services	0.0728	0%	0.0000
Metropolitan Junior College	0.1767	50%	0.0884
Total	**9.6666**	**42%**	**4.0634**

Additional Notes:

(1) Any projections contained herein are preliminary. These indications are provided solely for your information and consideration, are subject to change at any time without notice. The information contained in this presentation may include results of analyses from a quantitative model which represent potential future events that may or may not be realized, and is not a complete analysis of every material fact. Any estimates included herein constitute our judgment as of the date hereof and are subject to change without any notice.

(2) IRR C&P is not acting as an advisor to a municipal entity or obligated person and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to any municipal entity or obligated person with respect to the information and material contained in this communication.

(3) IRR C&P is acting for its own interests or the interests of a client which is not a municipal entity or obligated person. A municipal entity or obligated person should discuss any information and material contained in this communication with any and all internal or external advisors and experts that the municipal entity or obligated person deems appropriate before acting on this information or material.

(4) The attached analysis, prepared by IRR Corporate and Public Finance, LLC ("IRR C&P"), contains factual and general information and is not recommending an action to a municipal entity or obligated person with respect to the structure, timing, or terms of any municipal financial products. Any examples, analyses, scenarios, or options contained in this communication are not a recommendation or advice to any municipal entity or obligated person.

(5) Prior to any Transaction, you should determine, without reliance upon us or our affiliates, the economic risks and merits (and independently determine that you are able to assume these risks) as well as the legal, tax and accounting characterizations and consequences of any such Transaction. In this regard, by accepting this presentation, you acknowledge that (a) we are not in the business of providing (and you are not relying on us for) legal, tax or accounting advice, (b) there may be legal, tax or accounting risks associated with any Transaction, (c) you should receive (and rely on) separate and qualified legal, tax and accounting advice and (d) you should apprise senior management in your organization as to such legal, tax and accounting advice (and any risks associated with any Transaction) and our disclaimer as to these matters.

(6) IRS Circular 230 Disclosure: IRR Corporate & Public Finance, LLC and its affiliates do not provide tax or legal advice. Any discussion of tax matters in these materials is not intended or written to be used, and cannot be used or relied upon, by you for the purpose of avoiding any tax penalties. Accordingly, you should seek advice based on your particular circumstances from an independent tax advisor.

Estimated Payments in Lieu of Taxes and Projected Economic Activity Taxes by Taxing District

		TIF Ad Valorem - Independence School #30 District							TIF Ad Valorem - Raytown School C-II District							TIF Sales Tax EATS				Sales Tax Rebates	
TIF Year	Year	Total Ad Valorem	City of Independence	Jackson County	Mid-Continent Library	Jackson County Mental Health	Metropolitan Junior College	Independence School #30	Total Ad Valorem	City of Independence	Jackson County	Mid-Continent Library	Jackson County Mental Health	Metropolitan Junior College	Raytown School C-II	TIF Sales Tax (EATS)	City of Independence	Jackson County	Kansas City Zoological District	Sales Tax Rebates	City of Independence
		3.5220	0.3329	0.2778	0.1560	0.0485	0.0884	2.6186	4.0634	0.3329	0.2778	0.1560	0.0485	0.0884	3.1600	1.8750%	1.4375%	0.375%	0.0625%	1.3125%	1.3125%
1	2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,491	$ 4,976	$ 1,298	$ 216	$ 4,544	$ 4,544
2	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 467,545	$ 358,451	$ 93,509	$ 15,585	$ 327,281	$ 327,281
3	2028	$ 113,185	$ 10,697	$ 8,928	$ 5,012	$ 1,557	$ 2,839	$ 84,152	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 757,031	$ 580,391	$ 151,406	$ 25,234	$ 529,922	$ 529,922
4	2029	$ 138,526	$ 13,092	$ 10,926	$ 6,134	$ 1,906	$ 3,475	$ 102,993	$ 40,800	$ 3,342	$ 2,789	$ 1,566	$ 486	$ 887	$ 31,729	$ 1,093,477	$ 838,332	$ 218,695	$ 36,449	$ 765,434	$ 765,434
5	2030	$ 168,231	$ 15,899	$ 13,270	$ 7,449	$ 2,314	$ 4,220	$ 125,079	$ 97,000	$ 7,946	$ 6,632	$ 3,723	$ 1,157	$ 2,109	$ 75,434	$ 1,127,733	$ 864,595	$ 225,547	$ 37,591	$ 789,413	$ 789,413
6	2031	$ 175,092	$ 16,547	$ 13,811	$ 7,753	$ 2,409	$ 4,392	$ 130,180	$ 97,000	$ 7,946	$ 6,632	$ 3,723	$ 1,157	$ 2,109	$ 75,434	$ 1,145,733	$ 878,395	$ 229,147	$ 38,191	$ 802,013	$ 802,013
7	2032	$ 177,447	$ 16,770	$ 13,996	$ 7,857	$ 2,441	$ 4,451	$ 131,931	$ 98,045	$ 8,031	$ 6,703	$ 3,763	$ 1,169	$ 2,132	$ 76,247	$ 1,164,003	$ 892,403	$ 232,801	$ 38,800	$ 814,802	$ 814,802
8	2033	$ 177,447	$ 16,770	$ 13,996	$ 7,857	$ 2,441	$ 4,451	$ 131,931	$ 98,045	$ 8,031	$ 6,703	$ 3,763	$ 1,169	$ 2,132	$ 76,247	$ 1,182,548	$ 906,620	$ 236,510	$ 39,418	$ 827,783	$ 827,783
9	2034	$ 179,826	$ 16,995	$ 14,184	$ 7,963	$ 2,474	$ 4,511	$ 133,699	$ 99,100	$ 8,118	$ 6,775	$ 3,803	$ 1,182	$ 2,155	$ 77,067	$ 1,201,370	$ 921,051	$ 240,274	$ 40,046	$ 840,959	$ 840,959
10	2035	$ 179,826	$ 16,995	$ 14,184	$ 7,963	$ 2,474	$ 4,511	$ 133,699	$ 99,100	$ 8,118	$ 6,775	$ 3,803	$ 1,182	$ 2,155	$ 77,067	$ 1,220,475	$ 935,698	$ 244,095	$ 40,683	$ 854,333	$ 854,333
11	2036	$ 182,228	$ 17,222	$ 14,374	$ 8,069	$ 2,507	$ 4,571	$ 135,486	$ 100,166	$ 8,205	$ 6,848	$ 3,844	$ 1,194	$ 2,178	$ 77,896	$ 1,239,867	$ 950,565	$ 247,973	$ 41,329	$ 867,907	$ 867,907
12	2037	$ 182,228	$ 17,222	$ 14,374	$ 8,069	$ 2,507	$ 4,571	$ 135,486	$ 100,166	$ 8,205	$ 6,848	$ 3,844	$ 1,194	$ 2,178	$ 77,896	$ 1,259,549	$ 965,654	$ 251,910	$ 41,985	$ 881,684	$ 881,684
13	2038	$ 184,655	$ 17,451	$ 14,565	$ 8,176	$ 2,540	$ 4,632	$ 137,290	$ 101,242	$ 8,293	$ 6,922	$ 3,886	$ 1,207	$ 2,201	$ 78,733	$ 1,279,527	$ 980,971	$ 255,905	$ 42,651	$ 895,669	$ 895,669
14	2039	$ 184,655	$ 17,451	$ 14,565	$ 8,176	$ 2,540	$ 4,632	$ 137,290	$ 101,242	$ 8,293	$ 6,922	$ 3,886	$ 1,207	$ 2,201	$ 78,733	$ 1,299,804	$ 996,517	$ 259,961	$ 43,327	$ 909,863	$ 909,863
15	2040	$ 187,105	$ 17,683	$ 14,758	$ 8,285	$ 2,574	$ 4,694	$ 139,112	$ 102,330	$ 8,382	$ 6,996	$ 3,927	$ 1,220	$ 2,225	$ 79,579	$ 1,320,386	$ 1,012,296	$ 264,077	$ 44,013	$ 924,270	$ 924,270
16	2041	$ 187,105	$ 17,683	$ 14,758	$ 8,285	$ 2,574	$ 4,694	$ 139,112	$ 102,330	$ 8,382	$ 6,996	$ 3,927	$ 1,220	$ 2,225	$ 79,579	$ 1,341,276	$ 1,028,311	$ 268,255	$ 44,709	$ 938,893	$ 938,893
17	2042	$ 189,581	$ 17,917	$ 14,954	$ 8,395	$ 2,608	$ 4,756	$ 140,952	$ 103,428	$ 8,472	$ 7,071	$ 3,969	$ 1,233	$ 2,249	$ 80,433	$ 1,362,479	$ 1,044,567	$ 272,496	$ 45,416	$ 953,736	$ 953,736
18	2043	$ 189,581	$ 17,917	$ 14,954	$ 8,395	$ 2,608	$ 4,756	$ 140,952	$ 103,428	$ 8,472	$ 7,071	$ 3,969	$ 1,233	$ 2,249	$ 80,433	$ 1,384,001	$ 1,061,067	$ 276,800	$ 46,133	$ 968,801	$ 968,801
19	2044	$ 192,081	$ 18,153	$ 15,151	$ 8,505	$ 2,642	$ 4,818	$ 142,811	$ 104,537	$ 8,563	$ 7,147	$ 4,012	$ 1,246	$ 2,273	$ 81,296	$ 1,405,845	$ 1,077,815	$ 281,169	$ 46,862	$ 984,092	$ 984,092
20	2045	$ 192,081	$ 18,153	$ 15,151	$ 8,505	$ 2,642	$ 4,818	$ 142,811	$ 104,537	$ 8,563	$ 7,147	$ 4,012	$ 1,246	$ 2,273	$ 81,296	$ 1,428,017	$ 1,094,813	$ 285,603	$ 47,601	$ 999,612	$ 999,612
21	2046	$ 194,606	$ 18,392	$ 15,350	$ 8,617	$ 2,677	$ 4,882	$ 144,688	$ 105,657	$ 8,655	$ 7,223	$ 4,055	$ 1,260	$ 2,297	$ 82,167	$ 1,450,522	$ 1,112,067	$ 290,104	$ 48,351	$ 1,015,365	$ 1,015,365
22	2047	$ 194,606	$ 18,392	$ 15,350	$ 8,617	$ 2,677	$ 4,882	$ 144,688	$ 105,657	$ 8,655	$ 7,223	$ 4,055	$ 1,260	$ 2,297	$ 82,167	$ 1,473,364	$ 1,129,579	$ 294,673	$ 49,112	$ 1,031,355	$ 1,031,355
23	2048	$ 197,156	$ 18,633	$ 15,551	$ 8,730	$ 2,712	$ 4,946	$ 146,584	$ 106,788	$ 8,747	$ 7,301	$ 4,098	$ 1,273	$ 2,322	$ 83,047	$ 1,496,549	$ 1,147,354	$ 299,310	$ 49,885	$ 1,047,584	$ 1,047,584
24	2049	$ 50,961	$ 4,816	$ 4,020	$ 2,257	$ 701	$ 1,278	$ 37,889	$ 107,931	$ 8,841	$ 7,379	$ 4,142	$ 1,287	$ 2,347	$ 83,935	$ 654,802	$ 502,015	$ 130,960	$ 21,827	$ 458,361	$ 458,361
TOTAL		$ 3,818,208	$ 360,849	$ 301,168	$ 169,068	$ 52,525	$ 95,782	$ 2,838,816	$ 2,078,525	$ 170,261	$ 142,101	$ 79,772	$ 24,783	$ 45,193	$ 1,616,415	$ 27,762,395	$ 21,284,503	$ 5,552,479	$ 925,413	$ 19,433,677	$ 19,433,677

Notes:

1. Property Value Growth (annual)	1.00%
2. Retail Sales Growth (annual):	1.50%
3. Retailer Holdback	2.00%
4. City TIF Admin Fee	1.00%
5. State Collection Fee	1.00%
6. County Collection Fee (PILOTS)	1.60%
7. TIF Project Area Activation Date	Early 2026 & Early 2027
8. Assumes 3 month sales tax collection lag	

Sales Tax Rates

Independence, Missouri	Rate	% of Rate Captured	Rate Captured
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County - Sports Complex	0.375%	0%	0.000%
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County - Community Children Services	0.250%	0%	0.000%
City - General	1.000%	100%	1.000%
City - Capital Improvements (Police)	0.125%	100%	0.125%
City - Proposition PD (Police)	0.250%	100%	0.250%
City - Fire Protection	0.500%	100%	0.500%
City - Streets	0.500%	100%	0.500%
City - Parks	0.250%	100%	0.250%
City - Stormwater	0.250%	50%	0.125%
Kansas City Zoological District	0.125%	50%	0.063%
Subtotal	**8.600%**	**37%**	**3.1875%**
CID Sales Tax	1.000%	100%	1.000%
TDD Sales Tax	1.000%	100%	1.000%
Total	**10.600%**	**49%**	**5.1875%**

Property Tax Rates

Independence, Missouri	Tax Levy Rate	% of Levy Captured	Levy Captured
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Jackson County	0.5556	50%	0.2778
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City of Independence	0.6657	50%	0.3329
Independence School #30	5.2371	50%	2.6186
Mid-Continent Library	0.3119	50%	0.1560
Jackson County Mental Health	0.0969	50%	0.0485
Jackson County Board of Disabled Services	0.0728	0%	0.0000
Metropolitan Junior College	0.1767	50%	0.0884
Total	**8.5837**	**41%**	**3.5220**

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Jackson County Board of Disabled Services	0.0728	0%	0.0000
Metropolitan Junior College	0.1767	50%	0.0884
Total	**9.6666**	**42%**	**4.0634**

Evidence of "But For" - Economic Feasibility Analysis

The calculated internal rates of return with and without the subsidy request, based on the project costs and operating revenues of the proposed project are shown in the table below. The internal rate of return with no economic development incentives is -3.80%. The rate of return without incentives does not result in a project that is financially feasible. The internal rate of return with economic development incentives is 8.79%. The rate of return with economic development incentives results in a market rate of return sufficient to warrant investment for the nature and level of risk associated with the Redevelopment Project.

BUDGET SUMMARY	
Acquisition Cost	$ 12,560,000
Building Construction	$ 52,243,001
Tenant Improvements & FFE	$ 9,003,250
Site Construction	$ 5,768,747
Professional Services (Eng/Arch/Legal/Consult/Other)	$ 3,377,081
Commissions & Marketing	$ 2,969,804
Financing & Carrying Costs	$ 5,543,695
Contingency	$ 8,788,950
TOTAL DEVELOPMENT COSTS	**$ 100,254,528**
Less: Cost by Others	$ 23,070,250
Less: Sales Tax Exemptions - Developer	$ 1,889,624
Less: Sales Tax Exemption - Cost by Others	$ 992,021
TOTAL DEVELOPER COSTS	**$ 74,302,633**

STABILIZED OPERATING PROFORMA	
Gross Revenue	
Potential Net Rent	$ 3,701,150
Effective Gross Revenue	**$ 3,701,150**
Operating Expenses	
CAM	$ 366,788
Real Estate Taxes	$ 479,269
Insurance	$ 85,584
G&A	$ 85,584
Total Operating Expenses	$ 1,017,224
Net Operating Income	**$ 2,683,926**

CASHFLOW WITH NO ECONOMIC DEVELOPMENT INCENTIVES		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
CASHFLOW												
Net Operating Income (NOI)	5%	$ 515,504	$ 1,477,152	$ 2,250,759	$ 2,675,850	$ 2,683,926	$ 2,683,926	$ 2,818,123	$ 2,818,123	$ 2,959,029	$ 2,959,029	$ 3,106,980
SOURCES / USES												
Uses												
Total Development Costs		$ 45,715,354	$ 22,857,677	$ 7,619,226	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Releasing Costs	10%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,430,263
Total Uses		$ 45,715,354	$ 22,857,677	$ 7,619,226	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,430,263
Sources												
Public Finance Proceeds		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pad/Land Sale Proceeds		$ 3,885,506	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Private Capital		$ 41,829,848	$ 22,857,677	$ 7,619,226	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,430,263
Total Sources		$ 45,715,354	$ 22,857,677	$ 7,619,226	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,430,263
REVERSION												
Net Reversion Proceeds (x% Net Cap Rate)	9.00%											$ 34,522,001
UNLEVERAGED CASH FLOW ANALYSIS (i.e. Before Debt)		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cash Flows with No Economic Development Incentives		$ (41,314,344)	$ (21,380,525)	$ (5,368,467)	$ 2,675,850	$ 2,683,926	$ 2,683,926	$ 2,818,123	$ 2,818,123	$ 2,959,029	$ 2,959,029	$ 30,198,718
Internal Rate of Return (IRR)		-3.80%										

CASHFLOW WITH ECONOMIC DEVELOPMENT INCENTIVES		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
CASHFLOW												
Net Operating Income (NOI)	5%	$ 515,504	$ 1,477,152	$ 2,250,759	$ 2,675,850	$ 2,683,926	$ 2,683,926	$ 2,818,123	$ 2,818,123	$ 2,959,029	$ 2,959,029	$ 3,106,980
SOURCES / USES												
Uses												
Total Development Costs		$ 45,715,354	$ 22,857,677	$ 7,619,226	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sales Tax Exemptions		$ (1,133,775)	$ (566,887)	$ (188,962)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Releasing Costs	10%	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,430,263
Total Uses		$ 44,581,580	$ 22,290,790	$ 7,430,263	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,430,263
Sources												
Public Finance Proceeds		$ 23,500,000	$ 11,750,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,750,000
Pad/Land Sale Proceeds		$ 3,885,506	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Private Capital		$ 17,196,074	$ 10,540,790	$ 7,430,263	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (4,319,737)
Total Sources		$ 44,581,580	$ 22,290,790	$ 7,430,263	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,430,263
REVERSION												
Net Reversion Proceeds (x% Net Cap Rate)	9.00%											$ 34,522,001
Sales Costs	4.00%											$ (1,380,880)
UNLEVERAGED CASH FLOW ANALYSIS (i.e. Before Debt)		Year 0	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cash Flows with Economic Development Incentives		$ (16,680,570)	$ (9,063,638)	$ (5,179,504)	$ 2,675,850	$ 2,683,926	$ 2,683,926	$ 2,818,123	$ 2,818,123	$ 2,959,029	$ 2,959,029	$ 40,567,838
Internal Rate of Return (IRR)		8.79%										

NOLAND FASHION SQUARE
TAX INCREMENT FINANCING
COST-BENEFIT ANALYSIS

Summary of Cost-Benefit Analysis

The cost-benefit analysis shows that, over a thirty (30) year period the Taxing Districts, which levy taxes within the Redevelopment Area will enjoy an increase in tax revenues of approximately $147 million resulting from increases to real property values and sales tax revenues. These additional tax revenues will allow these districts to provide additional services and better serve their constituents. Conservative estimates of the benefit to the Taxing Districts are as follows:

Taxing District	Benefit with Redevelopment	Benefit without Redevelopment	Net Benefit of Project
City of Independence	$ 20,971,070	$ 580,936	$ 20,390,134
Jackson County	25,437,831	524,184	$ 24,913,647
State of Missouri	91,277,473	255,544	$ 91,021,929
Mid-Continent Library	727,334	219,900	$ 507,434
Jackson County Mental Health	221,503	67,319	$ 154,183
Jackson County Board of Disabled Services	258,788	57,902	$ 200,885
Metropolitan Junior College	499,196	144,077	$ 355,119
Independence School #30	7,880,108	2,804,760	$ 5,075,348
Raytown School C-II	3,426,191	667,870	$ 2,758,321
Kansas City Zoological District	1,733,575	6,896	$ 1,726,679
Noland Fashion Square Community Improvement District	-	-	$ -
All Taxing Districts	**$ 152,433,068**	**$ 5,329,389**	**$ 147,103,679**

Cost-Benefit Analysis
City of Independence

		With Redevelopment				Without Redevelopment			
	Year	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit
1	2026	$ 5,738	$ 14,078	$ -	$ 19,815	$ 5,287	$ 14,078	$ -	$ 19,365
2	2027	$ 37,755	$ 14,078	$ -	$ 51,833	$ 5,287	$ 14,078	$ -	$ 19,365
3	2028	$ 57,858	$ 25,060	$ -	$ 82,919	$ 5,287	$ 14,078	$ -	$ 19,365
4	2029	$ 81,223	$ 30,950	$ -	$ 112,173	$ 5,287	$ 14,078	$ -	$ 19,365
5	2030	$ 83,602	$ 38,559	$ -	$ 122,161	$ 5,287	$ 14,078	$ -	$ 19,365
6	2031	$ 84,852	$ 39,225	$ -	$ 124,076	$ 5,287	$ 14,078	$ -	$ 19,365
7	2032	$ 86,120	$ 39,541	$ -	$ 125,661	$ 5,287	$ 14,078	$ -	$ 19,365
8	2033	$ 87,408	$ 39,541	$ -	$ 126,949	$ 5,287	$ 14,078	$ -	$ 19,365
9	2034	$ 88,715	$ 39,861	$ -	$ 128,576	$ 5,287	$ 14,078	$ -	$ 19,365
10	2035	$ 90,042	$ 39,861	$ -	$ 129,903	$ 5,287	$ 14,078	$ -	$ 19,365
11	2036	$ 91,389	$ 40,183	$ -	$ 131,572	$ 5,287	$ 14,078	$ -	$ 19,365
12	2037	$ 92,756	$ 40,183	$ -	$ 132,939	$ 5,287	$ 14,078	$ -	$ 19,365
13	2038	$ 94,143	$ 40,509	$ -	$ 134,652	$ 5,287	$ 14,078	$ -	$ 19,365
14	2039	$ 95,551	$ 40,509	$ -	$ 136,060	$ 5,287	$ 14,078	$ -	$ 19,365
15	2040	$ 96,980	$ 40,839	$ -	$ 137,819	$ 5,287	$ 14,078	$ -	$ 19,365
16	2041	$ 98,431	$ 40,839	$ -	$ 139,270	$ 5,287	$ 14,078	$ -	$ 19,365
17	2042	$ 99,903	$ 41,171	$ -	$ 141,075	$ 5,287	$ 14,078	$ -	$ 19,365
18	2043	$ 101,398	$ 41,171	$ -	$ 142,569	$ 5,287	$ 14,078	$ -	$ 19,365
19	2044	$ 102,915	$ 41,507	$ -	$ 144,422	$ 5,287	$ 14,078	$ -	$ 19,365
20	2045	$ 104,455	$ 41,507	$ -	$ 145,962	$ 5,287	$ 14,078	$ -	$ 19,365
21	2046	$ 106,018	$ 41,846	$ -	$ 147,864	$ 5,287	$ 14,078	$ -	$ 19,365
22	2047	$ 107,604	$ 41,846	$ -	$ 149,450	$ 5,287	$ 14,078	$ -	$ 19,365
23	2048	$ 109,214	$ 42,189	$ -	$ 151,403	$ 5,287	$ 14,078	$ -	$ 19,365
24	2049	$ 1,542,983	$ 56,470	$ -	$ 1,599,454	$ 5,287	$ 14,078	$ -	$ 19,365
25	2050	$ 2,581,526	$ 70,992	$ -	$ 2,652,518	$ 5,287	$ 14,078	$ -	$ 19,365
26	2051	$ 2,620,249	$ 71,186	$ -	$ 2,691,435	$ 5,287	$ 14,078	$ -	$ 19,365
27	2052	$ 2,659,553	$ 71,691	$ -	$ 2,731,244	$ 5,287	$ 14,078	$ -	$ 19,365
28	2053	$ 2,699,446	$ 71,887	$ -	$ 2,771,333	$ 5,287	$ 14,078	$ -	$ 19,365
29	2054	$ 2,739,938	$ 72,397	$ -	$ 2,812,334	$ 5,287	$ 14,078	$ -	$ 19,365
30	2055	$ 2,781,037	$ 72,595	$ -	$ 2,853,632	$ 5,287	$ 14,078	$ -	$ 19,365
TOTAL		**$ 19,628,801**	**$ 1,342,269**	**$ -**	**$ 20,971,070**	**$ 158,605**	**$ 422,331**	**$ -**	**$ 580,936**

Notes:

(1) Ad Valorem Property Taxes and Sales Taxes without redevelopment are assumed to remain constant over 30 years.

(2) Taxable sales with redevelopment are assumed to grow at a stabilized annual rate of 1.50%

(3) Property values with redevelopment are assumed to grow at a stabilized annual rate of 1.00%

(4) This jurisdiction receives 0.00% of the M&M Replacement Tax per Jackson County data.

(5) These cost-benefit estimates were made based on projections of sales, property values and current tax levies.

(6) This cost-benefit analysis shows estimates of certain applicable direct economic tax benefits from this project (excluding personal property tax estimates) to the taxing jurisdiction and does not include indirect economic impacts nor other benefits from additional development outside of the project area and district.

(7) Ad valorem tax collections lagged to the year following the year of billing.

Cost-Benefit Analysis
Jackson County

		With Redevelopment				Without Redevelopment			
	Year	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit
1	2026	$ 6,135	$ 11,749	$ 3,195	$ 21,079	$ 2,528	$ 11,749	$ 3,195	$ 17,473
2	2027	$ 262,276	$ 11,749	$ 3,195	$ 277,220	$ 2,528	$ 11,749	$ 3,195	$ 17,473
3	2028	$ 423,101	$ 20,915	$ 8,180	$ 452,197	$ 2,528	$ 11,749	$ 3,195	$ 17,473
4	2029	$ 610,016	$ 25,831	$ 10,853	$ 646,700	$ 2,528	$ 11,749	$ 3,195	$ 17,473
5	2030	$ 629,047	$ 32,182	$ 14,307	$ 675,535	$ 2,528	$ 11,749	$ 3,195	$ 17,473
6	2031	$ 639,047	$ 32,737	$ 14,609	$ 686,393	$ 2,528	$ 11,749	$ 3,195	$ 17,473
7	2032	$ 649,197	$ 33,001	$ 14,753	$ 696,951	$ 2,528	$ 11,749	$ 3,195	$ 17,473
8	2033	$ 659,499	$ 33,001	$ 14,753	$ 707,254	$ 2,528	$ 11,749	$ 3,195	$ 17,473
9	2034	$ 669,956	$ 33,268	$ 14,898	$ 718,122	$ 2,528	$ 11,749	$ 3,195	$ 17,473
10	2035	$ 680,570	$ 33,268	$ 14,898	$ 728,736	$ 2,528	$ 11,749	$ 3,195	$ 17,473
11	2036	$ 691,343	$ 33,537	$ 15,044	$ 739,925	$ 2,528	$ 11,749	$ 3,195	$ 17,473
12	2037	$ 702,278	$ 33,537	$ 15,044	$ 750,860	$ 2,528	$ 11,749	$ 3,195	$ 17,473
13	2038	$ 713,377	$ 33,809	$ 15,192	$ 762,378	$ 2,528	$ 11,749	$ 3,195	$ 17,473
14	2039	$ 724,642	$ 33,809	$ 15,192	$ 773,644	$ 2,528	$ 11,749	$ 3,195	$ 17,473
15	2040	$ 736,076	$ 34,084	$ 15,342	$ 785,502	$ 2,528	$ 11,749	$ 3,195	$ 17,473
16	2041	$ 747,682	$ 34,084	$ 15,342	$ 797,108	$ 2,528	$ 11,749	$ 3,195	$ 17,473
17	2042	$ 759,461	$ 34,362	$ 15,493	$ 809,316	$ 2,528	$ 11,749	$ 3,195	$ 17,473
18	2043	$ 771,418	$ 34,362	$ 15,493	$ 821,272	$ 2,528	$ 11,749	$ 3,195	$ 17,473
19	2044	$ 783,554	$ 34,642	$ 15,645	$ 833,841	$ 2,528	$ 11,749	$ 3,195	$ 17,473
20	2045	$ 795,871	$ 34,642	$ 15,645	$ 846,159	$ 2,528	$ 11,749	$ 3,195	$ 17,473
21	2046	$ 808,374	$ 34,925	$ 15,799	$ 859,098	$ 2,528	$ 11,749	$ 3,195	$ 17,473
22	2047	$ 821,064	$ 34,925	$ 15,799	$ 871,788	$ 2,528	$ 11,749	$ 3,195	$ 17,473
23	2048	$ 833,945	$ 35,211	$ 15,954	$ 885,110	$ 2,528	$ 11,749	$ 3,195	$ 17,473
24	2049	$ 1,079,980	$ 47,131	$ 15,998	$ 1,143,109	$ 2,528	$ 11,749	$ 3,195	$ 17,473
25	2050	$ 1,234,643	$ 59,251	$ 16,112	$ 1,310,005	$ 2,528	$ 11,749	$ 3,195	$ 17,473
26	2051	$ 1,253,163	$ 59,413	$ 16,156	$ 1,328,731	$ 2,528	$ 11,749	$ 3,195	$ 17,473
27	2052	$ 1,271,960	$ 59,834	$ 16,270	$ 1,348,064	$ 2,528	$ 11,749	$ 3,195	$ 17,473
28	2053	$ 1,291,039	$ 59,998	$ 16,315	$ 1,367,352	$ 2,528	$ 11,749	$ 3,195	$ 17,473
29	2054	$ 1,310,405	$ 60,423	$ 16,430	$ 1,387,258	$ 2,528	$ 11,749	$ 3,195	$ 17,473
30	2055	$ 1,330,061	$ 60,588	$ 16,475	$ 1,407,125	$ 2,528	$ 11,749	$ 3,195	$ 17,473
TOTAL		**$ 23,889,180**	**$ 1,120,271**	**$ 428,380**	**$ 25,437,831**	**$ 75,855**	**$ 352,482**	**$ 95,848**	**$ 524,184**

Notes:

(1) Ad Valorem Property Taxes and Sales Taxes without redevelopment are assumed to remain constant over 30 years.

(2) Taxable sales with redevelopment are assumed to grow at a stabilized annual rate of 1.50%

(3) Property values with redevelopment are assumed to grow at a stabilized annual rate of 1.00%

(4) This jurisdiction receives 10.51% of the M&M Replacement Tax per Jackson County data.

(5) These cost-benefit estimates were made based on projections of sales, property values and current tax levies.

(6) This cost-benefit analysis shows estimates of certain applicable direct economic tax benefits from this project (excluding personal property tax estimates) to the taxing jurisdiction and does not include indirect economic impacts nor other benefits from additional development outside of the project area and district.

(7) Ad valorem tax collections lagged to the year following the year of billing.

Cost-Benefit Analysis
State of Missouri

		With Redevelopment				Without Redevelopment			
	Year	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit
1	2026	$ 23,005	$ 634	$ 114	$ 23,754	$ 7,769	$ 634	$ 114	$ 8,518
2	2027	$ 1,105,201	$ 634	$ 114	$ 1,105,950	$ 7,769	$ 634	$ 114	$ 8,518
3	2028	$ 1,784,690	$ 1,624	$ 293	$ 1,786,607	$ 7,769	$ 634	$ 114	$ 8,518
4	2029	$ 2,574,402	$ 2,155	$ 389	$ 2,576,946	$ 7,769	$ 634	$ 114	$ 8,518
5	2030	$ 2,654,808	$ 2,841	$ 512	$ 2,658,161	$ 7,769	$ 634	$ 114	$ 8,518
6	2031	$ 2,697,059	$ 2,901	$ 523	$ 2,700,483	$ 7,769	$ 634	$ 114	$ 8,518
7	2032	$ 2,739,944	$ 2,929	$ 528	$ 2,743,401	$ 7,769	$ 634	$ 114	$ 8,518
8	2033	$ 2,783,472	$ 2,929	$ 528	$ 2,786,929	$ 7,769	$ 634	$ 114	$ 8,518
9	2034	$ 2,827,653	$ 2,958	$ 533	$ 2,831,144	$ 7,769	$ 634	$ 114	$ 8,518
10	2035	$ 2,872,496	$ 2,958	$ 533	$ 2,875,988	$ 7,769	$ 634	$ 114	$ 8,518
11	2036	$ 2,918,012	$ 2,987	$ 539	$ 2,921,538	$ 7,769	$ 634	$ 114	$ 8,518
12	2037	$ 2,964,211	$ 2,987	$ 539	$ 2,967,737	$ 7,769	$ 634	$ 114	$ 8,518
13	2038	$ 3,011,103	$ 3,017	$ 544	$ 3,014,664	$ 7,769	$ 634	$ 114	$ 8,518
14	2039	$ 3,058,699	$ 3,017	$ 544	$ 3,062,259	$ 7,769	$ 634	$ 114	$ 8,518
15	2040	$ 3,107,008	$ 3,046	$ 549	$ 3,110,603	$ 7,769	$ 634	$ 114	$ 8,518
16	2041	$ 3,156,042	$ 3,046	$ 549	$ 3,159,637	$ 7,769	$ 634	$ 114	$ 8,518
17	2042	$ 3,205,811	$ 3,076	$ 555	$ 3,209,442	$ 7,769	$ 634	$ 114	$ 8,518
18	2043	$ 3,256,327	$ 3,076	$ 555	$ 3,259,958	$ 7,769	$ 634	$ 114	$ 8,518
19	2044	$ 3,307,601	$ 3,107	$ 560	$ 3,311,267	$ 7,769	$ 634	$ 114	$ 8,518
20	2045	$ 3,359,643	$ 3,107	$ 560	$ 3,363,310	$ 7,769	$ 634	$ 114	$ 8,518
21	2046	$ 3,412,467	$ 3,137	$ 566	$ 3,416,170	$ 7,769	$ 634	$ 114	$ 8,518
22	2047	$ 3,466,083	$ 3,137	$ 566	$ 3,469,785	$ 7,769	$ 634	$ 114	$ 8,518
23	2048	$ 3,520,503	$ 3,168	$ 571	$ 3,524,242	$ 7,769	$ 634	$ 114	$ 8,518
24	2049	$ 3,737,656	$ 3,177	$ 573	$ 3,741,406	$ 7,769	$ 634	$ 114	$ 8,518
25	2050	$ 3,793,721	$ 3,199	$ 577	$ 3,797,497	$ 7,769	$ 634	$ 114	$ 8,518
26	2051	$ 3,850,627	$ 3,208	$ 578	$ 3,854,413	$ 7,769	$ 634	$ 114	$ 8,518
27	2052	$ 3,908,386	$ 3,231	$ 582	$ 3,912,199	$ 7,769	$ 634	$ 114	$ 8,518
28	2053	$ 3,967,012	$ 3,240	$ 584	$ 3,970,836	$ 7,769	$ 634	$ 114	$ 8,518
29	2054	$ 4,026,517	$ 3,263	$ 588	$ 4,030,368	$ 7,769	$ 634	$ 114	$ 8,518
30	2055	$ 4,086,915	$ 3,272	$ 590	$ 4,090,776	$ 7,769	$ 634	$ 114	$ 8,518
TOTAL		**$ 91,177,074**	**$ 85,063**	**$ 15,335**	**$ 91,277,473**	**$ 233,081**	**$ 19,032**	**$ 3,431**	**$ 255,544**

Notes:

(1) Ad Valorem Property Taxes and Sales Taxes without redevelopment are assumed to remain constant over 30 years.

(2) Taxable sales with redevelopment are assumed to grow at a stabilized annual rate of 1.50%

(3) Property values with redevelopment are assumed to grow at a stabilized annual rate of 1.00%

(4) This jurisdiction receives 0.38% of the M&M Replacement Tax per Jackson County data.

(5) These cost-benefit estimates were made based on projections of sales, property values and current tax levies.

(6) This cost-benefit analysis shows estimates of certain applicable direct economic tax benefits from this project (excluding personal property tax estimates) to the taxing jurisdiction and does not include indirect economic impacts nor other benefits from additional development outside of the project area and district.

(7) Ad valorem tax collections lagged to the year following the year of billing.

Cost-Benefit Analysis
Mid-Continent Library

		With Redevelopment				Without Redevelopment			
	Year	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit
1	2026	$ -	$ 6,596	$ 734	$ 7,330	$ -	$ 6,596	$ 734	$ 7,330
2	2027	$ -	$ 6,596	$ 734	$ 7,330	$ -	$ 6,596	$ 734	$ 7,330
3	2028	$ -	$ 11,741	$ 1,880	$ 13,621	$ -	$ 6,596	$ 734	$ 7,330
4	2029	$ -	$ 14,501	$ 2,494	$ 16,995	$ -	$ 6,596	$ 734	$ 7,330
5	2030	$ -	$ 18,066	$ 3,288	$ 21,354	$ -	$ 6,596	$ 734	$ 7,330
6	2031	$ -	$ 18,378	$ 3,357	$ 21,735	$ -	$ 6,596	$ 734	$ 7,330
7	2032	$ -	$ 18,526	$ 3,390	$ 21,916	$ -	$ 6,596	$ 734	$ 7,330
8	2033	$ -	$ 18,526	$ 3,390	$ 21,916	$ -	$ 6,596	$ 734	$ 7,330
9	2034	$ -	$ 18,676	$ 3,423	$ 22,099	$ -	$ 6,596	$ 734	$ 7,330
10	2035	$ -	$ 18,676	$ 3,423	$ 22,099	$ -	$ 6,596	$ 734	$ 7,330
11	2036	$ -	$ 18,827	$ 3,457	$ 22,284	$ -	$ 6,596	$ 734	$ 7,330
12	2037	$ -	$ 18,827	$ 3,457	$ 22,284	$ -	$ 6,596	$ 734	$ 7,330
13	2038	$ -	$ 18,980	$ 3,491	$ 22,471	$ -	$ 6,596	$ 734	$ 7,330
14	2039	$ -	$ 18,980	$ 3,491	$ 22,471	$ -	$ 6,596	$ 734	$ 7,330
15	2040	$ -	$ 19,134	$ 3,525	$ 22,660	$ -	$ 6,596	$ 734	$ 7,330
16	2041	$ -	$ 19,134	$ 3,525	$ 22,660	$ -	$ 6,596	$ 734	$ 7,330
17	2042	$ -	$ 19,290	$ 3,560	$ 22,850	$ -	$ 6,596	$ 734	$ 7,330
18	2043	$ -	$ 19,290	$ 3,560	$ 22,850	$ -	$ 6,596	$ 734	$ 7,330
19	2044	$ -	$ 19,447	$ 3,595	$ 23,042	$ -	$ 6,596	$ 734	$ 7,330
20	2045	$ -	$ 19,447	$ 3,595	$ 23,042	$ -	$ 6,596	$ 734	$ 7,330
21	2046	$ -	$ 19,606	$ 3,631	$ 23,237	$ -	$ 6,596	$ 734	$ 7,330
22	2047	$ -	$ 19,606	$ 3,631	$ 23,237	$ -	$ 6,596	$ 734	$ 7,330
23	2048	$ -	$ 19,767	$ 3,666	$ 23,433	$ -	$ 6,596	$ 734	$ 7,330
24	2049	$ -	$ 26,458	$ 3,676	$ 30,134	$ -	$ 6,596	$ 734	$ 7,330
25	2050	$ -	$ 33,262	$ 3,702	$ 36,964	$ -	$ 6,596	$ 734	$ 7,330
26	2051	$ -	$ 33,353	$ 3,713	$ 37,065	$ -	$ 6,596	$ 734	$ 7,330
27	2052	$ -	$ 33,589	$ 3,739	$ 37,328	$ -	$ 6,596	$ 734	$ 7,330
28	2053	$ -	$ 33,681	$ 3,749	$ 37,430	$ -	$ 6,596	$ 734	$ 7,330
29	2054	$ -	$ 33,920	$ 3,776	$ 37,696	$ -	$ 6,596	$ 734	$ 7,330
30	2055	$ -	$ 34,013	$ 3,786	$ 37,799	$ -	$ 6,596	$ 734	$ 7,330
TOTAL		**$ -**	**$ 628,892**	**$ 98,441**	**$ 727,334**	**$ -**	**$ 197,874**	**$ 22,026**	**$ 219,900**

Notes:

(1) Ad Valorem Property Taxes and Sales Taxes without redevelopment are assumed to remain constant over 30 years.

(2) Taxable sales with redevelopment are assumed to grow at a stabilized annual rate of 1.50%

(3) Property values with redevelopment are assumed to grow at a stabilized annual rate of 1.00%

(4) This jurisdiction receives 2.42% of the M&M Replacement Tax per Jackson County data.

(5) These cost-benefit estimates were made based on projections of sales, property values and current tax levies.

(6) This cost-benefit analysis shows estimates of certain applicable direct economic tax benefits from this project (excluding personal property tax estimates) to the taxing jurisdiction and does not include indirect economic impacts nor other benefits from additional development outside of the project area and district.

(7) Ad valorem tax collections lagged to the year following the year of billing.

Cost-Benefit Analysis
Jackson County Mental Health

		With Redevelopment				Without Redevelopment			
	Year	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit
1	2026	$ -	$ 2,049	$ 195	$ 2,244	$ -	$ 2,049	$ 195	$ 2,244
2	2027	$ -	$ 2,049	$ 195	$ 2,244	$ -	$ 2,049	$ 195	$ 2,244
3	2028	$ -	$ 3,648	$ 499	$ 4,147	$ -	$ 2,049	$ 195	$ 2,244
4	2029	$ -	$ 4,505	$ 662	$ 5,167	$ -	$ 2,049	$ 195	$ 2,244
5	2030	$ -	$ 5,613	$ 872	$ 6,485	$ -	$ 2,049	$ 195	$ 2,244
6	2031	$ -	$ 5,710	$ 891	$ 6,600	$ -	$ 2,049	$ 195	$ 2,244
7	2032	$ -	$ 5,756	$ 900	$ 6,655	$ -	$ 2,049	$ 195	$ 2,244
8	2033	$ -	$ 5,756	$ 900	$ 6,655	$ -	$ 2,049	$ 195	$ 2,244
9	2034	$ -	$ 5,802	$ 908	$ 6,711	$ -	$ 2,049	$ 195	$ 2,244
10	2035	$ -	$ 5,802	$ 908	$ 6,711	$ -	$ 2,049	$ 195	$ 2,244
11	2036	$ -	$ 5,849	$ 917	$ 6,766	$ -	$ 2,049	$ 195	$ 2,244
12	2037	$ -	$ 5,849	$ 917	$ 6,766	$ -	$ 2,049	$ 195	$ 2,244
13	2038	$ -	$ 5,897	$ 926	$ 6,823	$ -	$ 2,049	$ 195	$ 2,244
14	2039	$ -	$ 5,897	$ 926	$ 6,823	$ -	$ 2,049	$ 195	$ 2,244
15	2040	$ -	$ 5,945	$ 935	$ 6,880	$ -	$ 2,049	$ 195	$ 2,244
16	2041	$ -	$ 5,945	$ 935	$ 6,880	$ -	$ 2,049	$ 195	$ 2,244
17	2042	$ -	$ 5,993	$ 945	$ 6,938	$ -	$ 2,049	$ 195	$ 2,244
18	2043	$ -	$ 5,993	$ 945	$ 6,938	$ -	$ 2,049	$ 195	$ 2,244
19	2044	$ -	$ 6,042	$ 954	$ 6,996	$ -	$ 2,049	$ 195	$ 2,244
20	2045	$ -	$ 6,042	$ 954	$ 6,996	$ -	$ 2,049	$ 195	$ 2,244
21	2046	$ -	$ 6,091	$ 963	$ 7,055	$ -	$ 2,049	$ 195	$ 2,244
22	2047	$ -	$ 6,091	$ 963	$ 7,055	$ -	$ 2,049	$ 195	$ 2,244
23	2048	$ -	$ 6,141	$ 973	$ 7,114	$ -	$ 2,049	$ 195	$ 2,244
24	2049	$ -	$ 8,220	$ 975	$ 9,195	$ -	$ 2,049	$ 195	$ 2,244
25	2050	$ -	$ 10,334	$ 982	$ 11,316	$ -	$ 2,049	$ 195	$ 2,244
26	2051	$ -	$ 10,362	$ 985	$ 11,347	$ -	$ 2,049	$ 195	$ 2,244
27	2052	$ -	$ 10,435	$ 992	$ 11,427	$ -	$ 2,049	$ 195	$ 2,244
28	2053	$ -	$ 10,464	$ 995	$ 11,459	$ -	$ 2,049	$ 195	$ 2,244
29	2054	$ -	$ 10,538	$ 1,002	$ 11,540	$ -	$ 2,049	$ 195	$ 2,244
30	2055	$ -	$ 10,567	$ 1,005	$ 11,572	$ -	$ 2,049	$ 195	$ 2,244
TOTAL		**$ -**	**$ 195,382**	**$ 26,121**	**$ 221,503**	**$ -**	**$ 61,475**	**$ 5,844**	**$ 67,319**

Notes:

(1) Ad Valorem Property Taxes and Sales Taxes without redevelopment are assumed to remain constant over 30 years.

(2) Taxable sales with redevelopment are assumed to grow at a stabilized annual rate of 1.50%

(3) Property values with redevelopment are assumed to grow at a stabilized annual rate of 1.00%

(4) This jurisdiction receives 0.64% of the M&M Replacement Tax per Jackson County data.

(5) These cost-benefit estimates were made based on projections of sales, property values and current tax levies.

(6) This cost-benefit analysis shows estimates of certain applicable direct economic tax benefits from this project (excluding personal property tax estimates) to the taxing jurisdiction and does not include indirect economic impacts nor other benefits from additional development outside of the project area and district.

(7) Ad valorem tax collections lagged to the year following the year of billing.

Cost-Benefit Analysis
Jackson County Board of Disabled Services

		With Redevelopment				Without Redevelopment			
	Year	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit
1	2026	$ -	$ 1,540	$ 391	$ 1,930	$ -	$ 1,540	$ 391	$ 1,930
2	2027	$ -	$ 1,540	$ 391	$ 1,930	$ -	$ 1,540	$ 391	$ 1,930
3	2028	$ -	$ 3,942	$ 1,000	$ 4,941	$ -	$ 1,540	$ 391	$ 1,930
4	2029	$ -	$ 5,230	$ 1,327	$ 6,557	$ -	$ 1,540	$ 391	$ 1,930
5	2030	$ -	$ 6,894	$ 1,749	$ 8,643	$ -	$ 1,540	$ 391	$ 1,930
6	2031	$ -	$ 7,040	$ 1,786	$ 8,825	$ -	$ 1,540	$ 391	$ 1,930
7	2032	$ -	$ 7,109	$ 1,803	$ 8,912	$ -	$ 1,540	$ 391	$ 1,930
8	2033	$ -	$ 7,109	$ 1,803	$ 8,912	$ -	$ 1,540	$ 391	$ 1,930
9	2034	$ -	$ 7,179	$ 1,821	$ 9,000	$ -	$ 1,540	$ 391	$ 1,930
10	2035	$ -	$ 7,179	$ 1,821	$ 9,000	$ -	$ 1,540	$ 391	$ 1,930
11	2036	$ -	$ 7,249	$ 1,839	$ 9,088	$ -	$ 1,540	$ 391	$ 1,930
12	2037	$ -	$ 7,249	$ 1,839	$ 9,088	$ -	$ 1,540	$ 391	$ 1,930
13	2038	$ -	$ 7,321	$ 1,857	$ 9,178	$ -	$ 1,540	$ 391	$ 1,930
14	2039	$ -	$ 7,321	$ 1,857	$ 9,178	$ -	$ 1,540	$ 391	$ 1,930
15	2040	$ -	$ 7,393	$ 1,875	$ 9,268	$ -	$ 1,540	$ 391	$ 1,930
16	2041	$ -	$ 7,393	$ 1,875	$ 9,268	$ -	$ 1,540	$ 391	$ 1,930
17	2042	$ -	$ 7,465	$ 1,894	$ 9,359	$ -	$ 1,540	$ 391	$ 1,930
18	2043	$ -	$ 7,465	$ 1,894	$ 9,359	$ -	$ 1,540	$ 391	$ 1,930
19	2044	$ -	$ 7,539	$ 1,913	$ 9,451	$ -	$ 1,540	$ 391	$ 1,930
20	2045	$ -	$ 7,539	$ 1,913	$ 9,451	$ -	$ 1,540	$ 391	$ 1,930
21	2046	$ -	$ 7,613	$ 1,931	$ 9,544	$ -	$ 1,540	$ 391	$ 1,930
22	2047	$ -	$ 7,613	$ 1,931	$ 9,544	$ -	$ 1,540	$ 391	$ 1,930
23	2048	$ -	$ 7,688	$ 1,950	$ 9,638	$ -	$ 1,540	$ 391	$ 1,930
24	2049	$ -	$ 7,709	$ 1,956	$ 9,665	$ -	$ 1,540	$ 391	$ 1,930
25	2050	$ -	$ 7,764	$ 1,970	$ 9,733	$ -	$ 1,540	$ 391	$ 1,930
26	2051	$ -	$ 7,785	$ 1,975	$ 9,760	$ -	$ 1,540	$ 391	$ 1,930
27	2052	$ -	$ 7,840	$ 1,989	$ 9,829	$ -	$ 1,540	$ 391	$ 1,930
28	2053	$ -	$ 7,861	$ 1,994	$ 9,856	$ -	$ 1,540	$ 391	$ 1,930
29	2054	$ -	$ 7,917	$ 2,009	$ 9,926	$ -	$ 1,540	$ 391	$ 1,930
30	2055	$ -	$ 7,939	$ 2,014	$ 9,953	$ -	$ 1,540	$ 391	$ 1,930
TOTAL		**$ -**	**$ 206,420**	**$ 52,367**	**$ 258,788**	**$ -**	**$ 46,185**	**$ 11,717**	**$ 57,902**

Notes:

(1) Ad Valorem Property Taxes and Sales Taxes without redevelopment are assumed to remain constant over 30 years.

(2) Taxable sales with redevelopment are assumed to grow at a stabilized annual rate of 1.50%

(3) Property values with redevelopment are assumed to grow at a stabilized annual rate of 1.00%

(4) This jurisdiction receives 1.29% of the M&M Replacement Tax per Jackson County data.

(5) These cost-benefit estimates were made based on projections of sales, property values and current tax levies.

(6) This cost-benefit analysis shows estimates of certain applicable direct economic tax benefits from this project (excluding personal property tax estimates) to the taxing jurisdiction and does not include indirect economic impacts nor other benefits from additional development outside of the project area and district.

(7) Ad valorem tax collections lagged to the year following the year of billing.

Cost-Benefit Analysis
Metropolitan Junior College

		With Redevelopment				Without Redevelopment			
	Year	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit
1	2026	$ -	$ 3,737	$ 1,066	$ 4,803	$ -	$ 3,737	$ 1,066	$ 4,803
2	2027	$ -	$ 3,737	$ 1,066	$ 4,803	$ -	$ 3,737	$ 1,066	$ 4,803
3	2028	$ -	$ 6,652	$ 2,729	$ 9,381	$ -	$ 3,737	$ 1,066	$ 4,803
4	2029	$ -	$ 8,215	$ 3,621	$ 11,836	$ -	$ 3,737	$ 1,066	$ 4,803
5	2030	$ -	$ 10,235	$ 4,773	$ 15,008	$ -	$ 3,737	$ 1,066	$ 4,803
6	2031	$ -	$ 10,412	$ 4,874	$ 15,285	$ -	$ 3,737	$ 1,066	$ 4,803
7	2032	$ -	$ 10,496	$ 4,922	$ 15,417	$ -	$ 3,737	$ 1,066	$ 4,803
8	2033	$ -	$ 10,496	$ 4,922	$ 15,417	$ -	$ 3,737	$ 1,066	$ 4,803
9	2034	$ -	$ 10,580	$ 4,970	$ 15,550	$ -	$ 3,737	$ 1,066	$ 4,803
10	2035	$ -	$ 10,580	$ 4,970	$ 15,550	$ -	$ 3,737	$ 1,066	$ 4,803
11	2036	$ -	$ 10,666	$ 5,019	$ 15,685	$ -	$ 3,737	$ 1,066	$ 4,803
12	2037	$ -	$ 10,666	$ 5,019	$ 15,685	$ -	$ 3,737	$ 1,066	$ 4,803
13	2038	$ -	$ 10,753	$ 5,068	$ 15,821	$ -	$ 3,737	$ 1,066	$ 4,803
14	2039	$ -	$ 10,753	$ 5,068	$ 15,821	$ -	$ 3,737	$ 1,066	$ 4,803
15	2040	$ -	$ 10,840	$ 5,118	$ 15,958	$ -	$ 3,737	$ 1,066	$ 4,803
16	2041	$ -	$ 10,840	$ 5,118	$ 15,958	$ -	$ 3,737	$ 1,066	$ 4,803
17	2042	$ -	$ 10,928	$ 5,168	$ 16,097	$ -	$ 3,737	$ 1,066	$ 4,803
18	2043	$ -	$ 10,928	$ 5,168	$ 16,097	$ -	$ 3,737	$ 1,066	$ 4,803
19	2044	$ -	$ 11,017	$ 5,219	$ 16,237	$ -	$ 3,737	$ 1,066	$ 4,803
20	2045	$ -	$ 11,017	$ 5,219	$ 16,237	$ -	$ 3,737	$ 1,066	$ 4,803
21	2046	$ -	$ 11,107	$ 5,271	$ 16,378	$ -	$ 3,737	$ 1,066	$ 4,803
22	2047	$ -	$ 11,107	$ 5,271	$ 16,378	$ -	$ 3,737	$ 1,066	$ 4,803
23	2048	$ -	$ 11,198	$ 5,323	$ 16,521	$ -	$ 3,737	$ 1,066	$ 4,803
24	2049	$ -	$ 14,989	$ 5,337	$ 20,326	$ -	$ 3,737	$ 1,066	$ 4,803
25	2050	$ -	$ 18,844	$ 5,375	$ 24,219	$ -	$ 3,737	$ 1,066	$ 4,803
26	2051	$ -	$ 18,895	$ 5,390	$ 24,285	$ -	$ 3,737	$ 1,066	$ 4,803
27	2052	$ -	$ 19,029	$ 5,428	$ 24,457	$ -	$ 3,737	$ 1,066	$ 4,803
28	2053	$ -	$ 19,081	$ 5,443	$ 24,524	$ -	$ 3,737	$ 1,066	$ 4,803
29	2054	$ -	$ 19,217	$ 5,481	$ 24,698	$ -	$ 3,737	$ 1,066	$ 4,803
30	2055	$ -	$ 19,269	$ 5,496	$ 24,766	$ -	$ 3,737	$ 1,066	$ 4,803
TOTAL		**$ -**	**$ 356,285**	**$ 142,911**	**$ 499,196**	**$ -**	**$ 112,101**	**$ 31,976**	**$ 144,077**

Notes:

(1) Ad Valorem Property Taxes and Sales Taxes without redevelopment are assumed to remain constant over 30 years.

(2) Taxable sales with redevelopment are assumed to grow at a stabilized annual rate of 1.50%

(3) Property values with redevelopment are assumed to grow at a stabilized annual rate of 1.00%

(4) This jurisdiction receives 3.51% of the M&M Replacement Tax per Jackson County data.

(5) These cost-benefit estimates were made based on projections of sales, property values and current tax levies.

(6) This cost-benefit analysis shows estimates of certain applicable direct economic tax benefits from this project (excluding personal property tax estimates) to the taxing jurisdiction and does not include indirect economic impacts nor other benefits from additional development outside of the project area and district.

(7) Ad valorem tax collections lagged to the year following the year of billing.

Cost-Benefit Analysis
School - Independence School #30

		With Redevelopment				Without Redevelopment			
	Year	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit
1	2026	$ -	$ 92,684	$ 808	$ 93,492	$ -	$ 92,684	$ 808	$ 93,492
2	2027	$ -	$ 92,684	$ 808	$ 93,492	$ -	$ 92,684	$ 808	$ 93,492
3	2028	$ -	$ 179,083	$ 2,068	$ 181,151	$ -	$ 92,684	$ 808	$ 93,492
4	2029	$ -	$ 198,427	$ 2,745	$ 201,171	$ -	$ 92,684	$ 808	$ 93,492
5	2030	$ -	$ 221,102	$ 3,618	$ 224,720	$ -	$ 92,684	$ 808	$ 93,492
6	2031	$ -	$ 226,339	$ 3,694	$ 230,033	$ -	$ 92,684	$ 808	$ 93,492
7	2032	$ -	$ 228,137	$ 3,731	$ 231,867	$ -	$ 92,684	$ 808	$ 93,492
8	2033	$ -	$ 228,137	$ 3,731	$ 231,867	$ -	$ 92,684	$ 808	$ 93,492
9	2034	$ -	$ 229,953	$ 3,767	$ 233,720	$ -	$ 92,684	$ 808	$ 93,492
10	2035	$ -	$ 229,953	$ 3,767	$ 233,720	$ -	$ 92,684	$ 808	$ 93,492
11	2036	$ -	$ 231,786	$ 3,804	$ 235,591	$ -	$ 92,684	$ 808	$ 93,492
12	2037	$ -	$ 231,786	$ 3,804	$ 235,591	$ -	$ 92,684	$ 808	$ 93,492
13	2038	$ -	$ 233,639	$ 3,842	$ 237,480	$ -	$ 92,684	$ 808	$ 93,492
14	2039	$ -	$ 233,639	$ 3,842	$ 237,480	$ -	$ 92,684	$ 808	$ 93,492
15	2040	$ -	$ 235,509	$ 3,879	$ 239,389	$ -	$ 92,684	$ 808	$ 93,492
16	2041	$ -	$ 235,509	$ 3,879	$ 239,389	$ -	$ 92,684	$ 808	$ 93,492
17	2042	$ -	$ 237,399	$ 3,918	$ 241,317	$ -	$ 92,684	$ 808	$ 93,492
18	2043	$ -	$ 237,399	$ 3,918	$ 241,317	$ -	$ 92,684	$ 808	$ 93,492
19	2044	$ -	$ 239,307	$ 3,956	$ 243,263	$ -	$ 92,684	$ 808	$ 93,492
20	2045	$ -	$ 239,307	$ 3,956	$ 243,263	$ -	$ 92,684	$ 808	$ 93,492
21	2046	$ -	$ 241,235	$ 3,995	$ 245,230	$ -	$ 92,684	$ 808	$ 93,492
22	2047	$ -	$ 241,235	$ 3,995	$ 245,230	$ -	$ 92,684	$ 808	$ 93,492
23	2048	$ -	$ 243,181	$ 4,034	$ 247,216	$ -	$ 92,684	$ 808	$ 93,492
24	2049	$ -	$ 354,778	$ 4,045	$ 358,824	$ -	$ 92,684	$ 808	$ 93,492
25	2050	$ -	$ 397,611	$ 4,074	$ 401,685	$ -	$ 92,684	$ 808	$ 93,492
26	2051	$ -	$ 397,611	$ 4,085	$ 401,696	$ -	$ 92,684	$ 808	$ 93,492
27	2052	$ -	$ 401,583	$ 4,114	$ 405,697	$ -	$ 92,684	$ 808	$ 93,492
28	2053	$ -	$ 401,583	$ 4,126	$ 405,708	$ -	$ 92,684	$ 808	$ 93,492
29	2054	$ -	$ 405,594	$ 4,155	$ 409,749	$ -	$ 92,684	$ 808	$ 93,492
30	2055	$ -	$ 405,594	$ 4,166	$ 409,760	$ -	$ 92,684	$ 808	$ 93,492
TOTAL		**$ -**	**$ 7,771,783**	**$ 108,325**	**$ 7,880,108**	**$ -**	**$ 2,780,523**	**$ 24,237**	**$ 2,804,760**

Notes:

(1) Ad Valorem Property Taxes and Sales Taxes without redevelopment are assumed to remain constant over 30 years.

(2) Taxable sales with redevelopment are assumed to grow at a stabilized annual rate of 1.50%

(3) Property values with redevelopment are assumed to grow at a stabilized annual rate of 1.00%

(4) This jurisdiction receives 2.66% of the M&M Replacement Tax per Jackson County data.

(5) These cost-benefit estimates were made based on projections of sales, property values and current tax levies.

(6) This cost-benefit analysis shows estimates of certain applicable direct economic tax benefits from this project (excluding personal property tax estimates) to the taxing jurisdiction and does not include indirect economic impacts nor other benefits from additional development outside of the project area and district.

(7) Ad valorem tax collections lagged to the year following the year of billing.

Cost-Benefit Analysis
School - Raytown School C-II

		With Redevelopment				Without Redevelopment			
	Year	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit
1	2026	$ -	$ 21,801	$ 461	$ 22,262	$ -	$ 21,801	$ 461	$ 22,262
2	2027	$ -	$ 21,801	$ 461	$ 22,262	$ -	$ 21,801	$ 461	$ 22,262
3	2028	$ -	$ 21,801	$ 1,180	$ 22,981	$ -	$ 21,801	$ 461	$ 22,262
4	2029	$ -	$ 54,377	$ 1,566	$ 55,943	$ -	$ 21,801	$ 461	$ 22,262
5	2030	$ -	$ 99,249	$ 2,064	$ 101,313	$ -	$ 21,801	$ 461	$ 22,262
6	2031	$ -	$ 99,249	$ 2,107	$ 101,357	$ -	$ 21,801	$ 461	$ 22,262
7	2032	$ -	$ 100,084	$ 2,128	$ 102,212	$ -	$ 21,801	$ 461	$ 22,262
8	2033	$ -	$ 100,084	$ 2,128	$ 102,212	$ -	$ 21,801	$ 461	$ 22,262
9	2034	$ -	$ 100,926	$ 2,149	$ 103,075	$ -	$ 21,801	$ 461	$ 22,262
10	2035	$ -	$ 100,926	$ 2,149	$ 103,075	$ -	$ 21,801	$ 461	$ 22,262
11	2036	$ -	$ 101,777	$ 2,170	$ 103,947	$ -	$ 21,801	$ 461	$ 22,262
12	2037	$ -	$ 101,777	$ 2,170	$ 103,947	$ -	$ 21,801	$ 461	$ 22,262
13	2038	$ -	$ 102,637	$ 2,191	$ 104,828	$ -	$ 21,801	$ 461	$ 22,262
14	2039	$ -	$ 102,637	$ 2,191	$ 104,828	$ -	$ 21,801	$ 461	$ 22,262
15	2040	$ -	$ 103,505	$ 2,213	$ 105,718	$ -	$ 21,801	$ 461	$ 22,262
16	2041	$ -	$ 103,505	$ 2,213	$ 105,718	$ -	$ 21,801	$ 461	$ 22,262
17	2042	$ -	$ 104,382	$ 2,235	$ 106,616	$ -	$ 21,801	$ 461	$ 22,262
18	2043	$ -	$ 104,382	$ 2,235	$ 106,616	$ -	$ 21,801	$ 461	$ 22,262
19	2044	$ -	$ 105,267	$ 2,257	$ 107,524	$ -	$ 21,801	$ 461	$ 22,262
20	2045	$ -	$ 105,267	$ 2,257	$ 107,524	$ -	$ 21,801	$ 461	$ 22,262
21	2046	$ -	$ 106,162	$ 2,279	$ 108,441	$ -	$ 21,801	$ 461	$ 22,262
22	2047	$ -	$ 106,162	$ 2,279	$ 108,441	$ -	$ 21,801	$ 461	$ 22,262
23	2048	$ -	$ 107,065	$ 2,301	$ 109,366	$ -	$ 21,801	$ 461	$ 22,262
24	2049	$ -	$ 107,977	$ 2,308	$ 110,285	$ -	$ 21,801	$ 461	$ 22,262
25	2050	$ -	$ 194,153	$ 2,324	$ 196,477	$ -	$ 21,801	$ 461	$ 22,262
26	2051	$ -	$ 195,996	$ 2,330	$ 198,327	$ -	$ 21,801	$ 461	$ 22,262
27	2052	$ -	$ 195,996	$ 2,347	$ 198,343	$ -	$ 21,801	$ 461	$ 22,262
28	2053	$ -	$ 197,858	$ 2,353	$ 200,211	$ -	$ 21,801	$ 461	$ 22,262
29	2054	$ -	$ 197,858	$ 2,370	$ 200,228	$ -	$ 21,801	$ 461	$ 22,262
30	2055	$ -	$ 199,738	$ 2,377	$ 202,114	$ -	$ 21,801	$ 461	$ 22,262
TOTAL		**$ -**	**$ 3,364,397**	**$ 61,794**	**$ 3,426,191**	**$ -**	**$ 654,044**	**$ 13,826**	**$ 667,870**

Notes:

(1) Ad Valorem Property Taxes and Sales Taxes without redevelopment are assumed to remain constant over 30 years.

(2) Taxable sales with redevelopment are assumed to grow at a stabilized annual rate of 1.50%

(3) Property values with redevelopment are assumed to grow at a stabilized annual rate of 1.00%

(4) This jurisdiction receives 1.52% of the M&M Replacement Tax per Jackson County data.

(5) These cost-benefit estimates were made based on projections of sales, property values and current tax levies.

(6) This cost-benefit analysis shows estimates of certain applicable direct economic tax benefits from this project (excluding personal property tax estimates) to the taxing jurisdiction and does not include indirect economic impacts nor other benefits from additional development outside of the project area and district.

(7) Ad valorem tax collections lagged to the year following the year of billing.

Cost-Benefit Analysis
Kansas City Zoological District

		With Redevelopment				Without Redevelopment			
	Year	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit
1	2026	$ 455	$ -	$ -	$ 455	$ 230	$ -	$ -	$ 230
2	2027	$ 16,464	$ -	$ -	$ 16,464	$ 230	$ -	$ -	$ 230
3	2028	$ 26,516	$ -	$ -	$ 26,516	$ 230	$ -	$ -	$ 230
4	2029	$ 38,198	$ -	$ -	$ 38,198	$ 230	$ -	$ -	$ 230
5	2030	$ 39,387	$ -	$ -	$ 39,387	$ 230	$ -	$ -	$ 230
6	2031	$ 40,012	$ -	$ -	$ 40,012	$ 230	$ -	$ -	$ 230
7	2032	$ 40,647	$ -	$ -	$ 40,647	$ 230	$ -	$ -	$ 230
8	2033	$ 41,291	$ -	$ -	$ 41,291	$ 230	$ -	$ -	$ 230
9	2034	$ 41,944	$ -	$ -	$ 41,944	$ 230	$ -	$ -	$ 230
10	2035	$ 42,607	$ -	$ -	$ 42,607	$ 230	$ -	$ -	$ 230
11	2036	$ 43,281	$ -	$ -	$ 43,281	$ 230	$ -	$ -	$ 230
12	2037	$ 43,964	$ -	$ -	$ 43,964	$ 230	$ -	$ -	$ 230
13	2038	$ 44,658	$ -	$ -	$ 44,658	$ 230	$ -	$ -	$ 230
14	2039	$ 45,362	$ -	$ -	$ 45,362	$ 230	$ -	$ -	$ 230
15	2040	$ 46,077	$ -	$ -	$ 46,077	$ 230	$ -	$ -	$ 230
16	2041	$ 46,802	$ -	$ -	$ 46,802	$ 230	$ -	$ -	$ 230
17	2042	$ 47,538	$ -	$ -	$ 47,538	$ 230	$ -	$ -	$ 230
18	2043	$ 48,285	$ -	$ -	$ 48,285	$ 230	$ -	$ -	$ 230
19	2044	$ 49,044	$ -	$ -	$ 49,044	$ 230	$ -	$ -	$ 230
20	2045	$ 49,814	$ -	$ -	$ 49,814	$ 230	$ -	$ -	$ 230
21	2046	$ 50,595	$ -	$ -	$ 50,595	$ 230	$ -	$ -	$ 230
22	2047	$ 51,388	$ -	$ -	$ 51,388	$ 230	$ -	$ -	$ 230
23	2048	$ 52,193	$ -	$ -	$ 52,193	$ 230	$ -	$ -	$ 230
24	2049	$ 87,845	$ -	$ -	$ 87,845	$ 230	$ -	$ -	$ 230
25	2050	$ 112,240	$ -	$ -	$ 112,240	$ 230	$ -	$ -	$ 230
26	2051	$ 113,924	$ -	$ -	$ 113,924	$ 230	$ -	$ -	$ 230
27	2052	$ 115,633	$ -	$ -	$ 115,633	$ 230	$ -	$ -	$ 230
28	2053	$ 117,367	$ -	$ -	$ 117,367	$ 230	$ -	$ -	$ 230
29	2054	$ 119,128	$ -	$ -	$ 119,128	$ 230	$ -	$ -	$ 230
30	2055	$ 120,915	$ -	$ -	$ 120,915	$ 230	$ -	$ -	$ 230
TOTAL		**$ 1,733,575**	**$ -**	**$ -**	**$ 1,733,575**	**$ 6,896**	**$ -**	**$ -**	**$ 6,896**

Notes:

(1) Ad Valorem Property Taxes and Sales Taxes without redevelopment are assumed to remain constant over 30 years.

(2) Taxable sales with redevelopment are assumed to grow at a stabilized annual rate of 1.50%

(3) Property values with redevelopment are assumed to grow at a stabilized annual rate of 1.00%

(4) This jurisdiction receives 0.00% of the M&M Replacement Tax per Jackson County data.

(5) These cost-benefit estimates were made based on projections of sales, property values and current tax levies.

(6) This cost-benefit analysis shows estimates of certain applicable direct economic tax benefits from this project (excluding personal property tax estimates) to the taxing jurisdiction and does not include indirect economic impacts nor other benefits from additional development outside of the project area and district.

(7) Ad valorem tax collections lagged to the year following the year of billing.

Cost-Benefit Analysis
Noland Fashion Square Community Improvement District

		With Redevelopment				Without Redevelopment			
	Year	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit	Sales Tax	Ad Valorem Taxes	M&M Replacement Tax [4]	Total Benefit
1	2026	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2	2027	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3	2028	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4	2029	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5	2030	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6	2031	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	2032	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	2033	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9	2034	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	2035	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11	2036	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	2037	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13	2038	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
14	2039	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
15	2040	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
16	2041	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
17	2042	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
18	2043	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19	2044	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20	2045	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21	2046	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
22	2047	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23	2048	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
24	2049	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
25	2050	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
26	2051	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
27	2052	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
28	2053	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
29	2054	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30	2055	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Notes:

(1) Ad Valorem Property Taxes and Sales Taxes without redevelopment are assumed to remain constant over 30 years.

(2) Taxable sales with redevelopment are assumed to grow at a stabilized annual rate of 1.50%

(3) Property values with redevelopment are assumed to grow at a stabilized annual rate of 1.00%

(4) This jurisdiction receives 0.00% of the M&M Replacement Tax per Jackson County data.

(5) These cost-benefit estimates were made based on projections of sales, property values and current tax levies.

(6) This cost-benefit analysis shows estimates of certain applicable direct economic tax benefits from this project (excluding personal property tax estimates) to the taxing jurisdiction and does not include indirect economic impacts nor other benefits from additional development outside of the project area and district.

(7) Ad valorem tax collections lagged to the year following the year of billing.

Tax Increment Financing Commission of Independence, Missouri

TIF COMMISSION ROSTER
for the Noland Fashion Square Tax Increment Financing Redevelopment Plan
Public Hearing Opened April 21, 2026

City Appointees

Grant Watkins Davis
Ron Bruch
James Conley
Allie Zaroor
John Szturo
Amanda McIntyre

County Appointees

Paul LeVota
Chris Whiting

Independence School District Appointee

Wendy Baird

Raytown School District Appointee

Carl Calcara

Other Taxing Jurisdictions Appointee (from Mid Continent Public Library)

Aaron Mason

Tax Increment Financing Commission of Independence, Missouri
20201 E. Jackson Drive
Independence, MO 64057

Notice of Public Hearing relating to the
Noland Fashion Square Tax Increment Financing Redevelopment Plan and Projects

To: Taxing Districts (Distribution List attached)
Date: March 3, 2026

Pursuant to Section 99.830 of the Revised Statutes of Missouri, you are hereby notified that the Tax Increment Financing Commission of Independence, Missouri (the "Commission"), will hold a public hearing at 5:00 p.m. on April 21, 2026, at the Independence Municipal Commons, 20201 E. Jackson Drive, Room 149 – Santa Fe Conference Room (Ground Floor), Independence, Missouri 64057, to consider the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is located to the northwest of the intersection of East U.S. Highway 40 and South Noland Road in Independence, Missouri. The Redevelopment Area is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

The Redevelopment Plan calls for eleven Redevelopment Projects which seek to eliminate blight, implement certain private improvements and public infrastructure improvements, increase property values, create economic stability and implement the Comprehensive Plan of the City. The primary purpose of the Redevelopment Projects is to remodel and/or tear down portions of blighted buildings and to redevelop the Redevelopment Area into a remodeled and newly constructed grocery-anchored shopping center development. The redevelopment will occur through remodeling and/or demolition of a portion of the existing improvements, and construction of new commercial uses such as retail, restaurants and other uses in the Redevelopment Area. Under the Redevelopment Plan, tax increment financing revenues will be collected to fund reimbursable project costs associated with certain of the improvements. The Redevelopment Plan requires a 50% surplus of payments in lieu of taxes for distribution to the taxing districts in each year.

A copy of the Redevelopment Plan, including a legal description and a map of the proposed Redevelopment Area and the Redevelopment Projects, is on file with the office of the City Clerk at Independence Municipal Commons, address listed above, and may be reviewed by any interested party during business hours. A cost-benefit analysis, showing the effects of the Redevelopment Plan on each taxing jurisdiction, is on file with the Redevelopment Plan. Copies of the Redevelopment Plan and cost-benefit analysis may also be obtained by emailing a request to Tom Scannell, Community Development Director at tscannell@indepmo.org. All taxing districts receiving this notice are invited to attend the hearing and/or to submit comments to the Commission (at the office of the City Clerk) prior to the date of the hearing. **ALL INTERESTED PARTIES SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD AT THE PUBLIC HEARING.**

DISTRIBUTION LIST

City Manager
City of Independence
20201 E. Jackson Drive
Independence, MO 64057

Jackson County
County Executive
415 E. 12th Street
Kansas City, MO 64106

Assessment Department
Director
Truman Courthouse
112 W. Lexington
1st Floor
Independence, MO 64050

Collection Department
Director
Truman Courthouse
112 W. Lexington
1st Floor
Independence, MO 64050

Independence School District
Superintendent
201 N. Forest Ave
Independence, MO 64050

Raytown School District
Superintendent
6608 Raytown Road
Raytown, MO 64133

Junior College District of Metropolitan Kansas City, Missouri (Metropolitan Community College)
Chancellor
3200 Broadway
Kansas City, MO 64111

Mid Continent Public Library
Director
15616 E. Highway 24
Independence, MO 64050-2057

The Kansas City Zoological District
Chair of the Board of Directors
6800 Zoo Drive
Kansas City, MO 64132

Jackson County Community Mental Health
Executive Director
1627 Main Street, Suite 500
Kansas City, MO 64108

Missouri Department of Economic Development
Director
P.O. Box 1157
Jefferson City, MO 65102-1157

Jackson County Board of Disabled Services
Executive Director
8511 Hillcrest Road, Suite 300
Kansas City, MO 64138

Missouri Director of Revenue
County Tax Section
Merchants/Manufacturers Replacement Tax Fund
P.O. Box 453
Jefferson City, MO 65102-0453

State Tax Commission of Missouri
P.O. Box 146
Jefferson City, MO 65102-0146

Missouri Department of Revenue
Tax Administration Bureau
P.O. Box 475
Jefferson City, MO 65105-0475

Missouri Director of Revenue
County Tax Section
State Blind Pension Fund
P.O. Box 453
Jefferson City, MO 65102-0453

Noland Fashion Square Community Improvement District
605 West 47th Street
Kansas City, MO 64112

March 3, 2026

VIA CERTIFIED MAIL

Mid Continent Public Library
Director
15616 E. Highway 24
Independence, MO 64050-2057

Junior College District of Metropolitan Kansas City, Missouri (Metropolitan Community College)
Chancellor
3200 Broadway
Kansas City, MO 64111

Jackson County Board of Disabled Services
Executive Director
8511 Hillcrest Road, Suite 300
Kansas City, MO 64138

Jackson County Community Mental Health
Executive Director
1627 Main Street, Suite 500
Kansas City, MO 64108

Missouri Department of Revenue
County Tax Section
State Blind Pension Fund
Post Office Box 453, 301 West High Street
Jefferson City MO 65101

The Kansas City Zoological District
Chair of the Board of Directors
6800 Zoo Drive
Kansas City, MO 64132

Re: Tax Increment Financing Commission of Independence, Missouri – Proposed Noland Fashion Square Redevelopment Plan & Project

Dear Sir or Madam:

The purpose of this letter is to inform you that the City Council of the City of Independence wishes to convene the Tax Increment Financing Commission of Independence, Missouri (the "TIF Commission") pursuant to the Real Property Tax Increment Allocation Redevelopment Act (the "Act"), Section 99.800, *et seq.*, RSMo., as amended.

The City has been requested to create a new tax increment financing redevelopment area for certain property located to the northwest of the intersection of East U.S. Highway 40 and South Noland Road in Independence, Missouri. The purpose of this proposed TIF redevelopment area will be to incentivize the redevelopment of the shopping center property located there.

Pursuant to Section 99.820 of the Act, one member of the TIF Commission is appointed by agreement among the governing boards of all taxing districts (excluding the City, Jackson County and the affected school districts) that levy taxes in the proposed redevelopment area. These taxing districts include:

Mid Continent Public Library
Metropolitan Community College
Jackson County Board of Disabled Services
Jackson County Community Mental Health
The Kansas City Zoological District
State of Missouri – Blind Pension Fund

As one of the affected taxing districts, your governing board, in cooperation with the other taxing districts listed above, has the opportunity to select one person to serve on the TIF Commission. In accordance with Section 99.820 of the Act, the City is hereby requesting that your governing board confer with the governing boards of the other taxing districts listed above and agree upon an individual to serve on the TIF Commission. Please notify the City Clerk of your appointment, in writing, no later than April 13, 2026. The Act provides that if such taxing districts fail to appoint their member to the TIF Commission within 30 days, the other appointed TIF Commissioners may proceed to exercise the powers of the TIF Commission.

The first TIF Commission meeting is expected be held at 5:00 p.m. on April 21, 2026, at the Independence Municipal Commons, 20201 E. Jackson Drive, Room 149 – Santa Fe Conference Room (Ground Floor), Independence, Missouri 64057.

Thank you for your participation in this redevelopment project. Please contact me at (816) 325-7830 if you have any questions concerning the TIF Commission's role in Independence's redevelopment efforts.

Very truly yours,

Tom Scannell
Community Development Director
City of Independence, Missouri

March 3, 2026

VIA CERTIFIED MAIL

Independence School District
Superintendent
201 N. Forest Ave
Independence, MO 64050

Raytown School District
Superintendent
6608 Raytown Road
Raytown, MO 64133

Re: Tax Increment Financing Commission of Independence, Missouri – Proposed Noland Fashion Square Redevelopment Plan & Project

Dear Sir or Madam:

The purpose of this letter is to inform you that the City Council of the City of Independence wishes to convene the Tax Increment Financing Commission of the City of Independence, Missouri (the "TIF Commission") pursuant to the Real Property Tax Increment Allocation Redevelopment Act (the "Act"), Section 99.800, *et seq.*, RSMo., as amended.

The City has been requested to create a new tax increment financing redevelopment area for certain property located to the northwest of the intersection of East U.S. Highway 40 and South Noland Road in Independence, Missouri. The purpose of this proposed TIF redevelopment area will be to incentivize the redevelopment of the shopping center property located there.

Pursuant to Section 99.820 of the Act, two members of the TIF Commission are appointed by the school boards whose districts are included within the redevelopment plan or redevelopment area, which members may be appointed in any manner agreed upon by the affected school districts. The affected school districts are as follows:

Independence School District
Raytown School District

As one of the affected school districts, your governing board, in cooperation with the other school district listed above, has the opportunity to select two individuals to serve on the TIF Commission. In accordance with Section 99.820 of the Act, the City is hereby requesting that your governing board confer with the governing board of the other school district listed above and agree upon two individuals to serve on the TIF Commission. Please notify the City Clerk of your appointment, in writing, no later than April 13, 2026. The Act provides that if the affected school districts fail to appoint their members to the TIF Commission within 30 days, the other appointed TIF Commissioners may proceed to exercise the powers of the TIF Commission.

The first TIF Commission meeting is expected be held at 5:00 p.m. on April 21, 2026, at the Independence Municipal Commons, 20201 E. Jackson Drive, Room 149 – Santa Fe Conference Room (Ground Floor), Independence, Missouri 64057.

Thank you for your participation in this redevelopment project. Please contact me at (816) 325-7830 if you have any questions concerning the TIF Commission's role in Independence's redevelopment efforts.

Very truly yours,

Tom Scannell
Community Development Director
City of Independence, Missouri

March 3, 2026

VIA CERTIFIED MAIL

Jackson County
Phil LeVota, County Executive
415 E. 12th Street
Kansas City, MO 64106

Re: Tax Increment Financing Commission of Independence, Missouri – Proposed Noland Fashion Square Redevelopment Plan & Project

Dear Mr. LeVota:

The purpose of this letter is to inform you that the City Council of the City of Independence wishes to convene the Tax Increment Financing Commission of the City of Independence, Missouri (the "TIF Commission") pursuant to the Real Property Tax Increment Allocation Redevelopment Act (the "Act"), Section 99.800, *et seq.*, RSMo., as amended.

The City has been requested to create a new tax increment financing redevelopment area for certain property located to the northwest of the intersection of East U.S. Highway 40 and South Noland Road in Independence, Missouri. The purpose of this proposed TIF redevelopment area will be to incentivize the redevelopment of the shopping center property located there.

The City is hereby requesting that Jackson County select two individuals to serve on the TIF Commission pursuant to Section 99.820 of the Act.

Please notify the City Clerk of your appointments, in writing, no later than April 13, 2026. The Act provides that if Jackson County fails to appoint its members to the TIF Commission within 30 days, the other appointed TIF Commissioners may proceed to exercise the powers of the TIF Commission.

The first TIF Commission meeting is expected be held at 5:00 p.m. on April 21, 2026, at the Independence Municipal Commons, 20201 E. Jackson Drive, Room 149 – Santa Fe Conference Room (Ground Floor), Independence, Missouri 64057.

Thank you for your participation in this redevelopment project. Please contact me at (816) 325-7830 if you have any questions concerning the TIF Commission's role in Independence's redevelopment efforts.

Very truly yours,

Tom Scannell
Community Development Director
City of Independence, Missouri

USPS Manifest Mailing System

Mailer's Name & Address	Permit Number	MAC Ver. Number
Gilmore & Bell, P.C. 2405 Grand Blvd., Suite 1100 Kansas City, MO 64108-2521		Transtream
	Sequence Number 7-8664	**Class of Mail** Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730030309 21024 NOLAND FASHION TIF	**Metropolitan Community College** 3200 Broadway, **Kansas City, MO 64111**	ERR C	0.740	2.82 5.30			8.86
9414814902829730030316 21025 NOLAND FASHION TIF	**Mid-Continent Public Library** 15616 E. 24 Highway, **Independence, MO 64050**	ERR C	0.740	2.82 5.30			8.86
9414814902829730030323 21026 NOLAND FASHION TIF	Jackson County Community Mental Health 1627 Main Street, Suite 500 **Kansas City, MO 64108**	ERR C	0.740	2.82 5.30			8.86
9414814902829730030330 21027 NOLAND FASHION TIF	Jackson County Board of Disabled Services 8511 Hillcrest Rd., Suite 300 **Kansas City, MO 64138**	ERR C	0.740	2.82 5.30			8.86
9414814902829730030347 21028 NOLAND FASHION TIF	**Missouri Director of Revenue** P.O. Box 453, **Jefferson City, MO 65102**	ERR C	0.740	2.82 5.30			8.86
9414814902829730030354 21029 NOLAND FASHION TIF	**The Kansas City Zoological District** 6800 Zoo Drive, **Kansas City, MO 64132**	ERR C	0.740	2.82 5.30			8.86
9414814902829730030361 21030 NOLAND FASHION TIF	**Independence School District** 201 N. Forest Ave., **Independence, MO 64050**	ERR C	0.740	2.82 5.30			8.86
9414814902829730030378 21031 NOLAND FASHION TIF	**Jackson County** 415 E. 12th Street, **Kansas City, MO 64106**	ERR C	0.740	2.82 5.30			8.86
9414814902829730030385 21032 NOLAND FASHION TIF	**City of Independence** 20201 E. Jackson Drive, **Independence, MO 64057**	ERR C	0.740	2.82 5.30			8.86
Page Totals	9		6.66	73.08			79.74
Cumulative Totals	9		6.66	73.08			79.74

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USPS Manifest Mailing System

Mailer's Name & Address	Permit Number	MAC Ver. Number
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	Sequence Number 7-8664	**Class of Mail** Mixed

Article #/ Piece ID Shipper Ref#	Addressee Name Delivery Address	ES Type	Postage	ES Fee	Insurance Amount	Due/ Sender	Total Charge
9414814902829730030392 21033 NOLAND FASHION TIF	Jackson County Assessment Department 112 W. Lexington, 1st Floor **Independence, MO 64050**	 ERR C	0.740	 2.82 5.30			8.86
9414814902829730030408 21034 NOLAND FASHION TIF	Missouri Department of Revenue / County Tax Section P.O. Box 453, **Jefferson City, MO 65102**	 ERR C	0.740	 2.82 5.30			8.86
9414814902829730030415 21035 NOLAND FASHION TIF	**State Tax Commission of Missouri** P.O. Box 146, **Jefferson City, MO 65102**	 ERR C	0.740	 2.82 5.30			8.86
9414814902829730030422 21036 NOLAND FASHION TIF	Jackson County Collections Department 112 W. Lexington, 1st Floor **Independence, MO 64050**	 ERR C	0.740	 2.82 5.30			8.86
9414814902829730030439 21037 NOLAND FASHION TIF	Missouri Department of Economic Development P.O. Box 1157, **Jefferson City, MO 65102**	 ERR C	0.740	 2.82 5.30			8.86
9414814902829730030446 21038 NOLAND FASHION TIF	**Missouri Department of Revenue** P.O. Box 475, **Jefferson City, MO 65102**	 ERR C	0.740	 2.82 5.30			8.86
9414814902829730030453 21039 NOLAND FASHION TIF	Noland Fashion Square Community Improvement District 605 West 47th Street, **Kansas City, MO 64112**	 ERR C	0.740	 2.82 5.30			8.86
9414814902829730030460 21040 NOLAND FASHION TIF	**Raytown School District** 6608 Raytown Road, **Raytown, MO 64113**	 ERR C	0.740	 2.82 5.30			8.86

Page Totals	8	5.92	64.96	70.88
Cumulative Totals	17	12.58	138.04	150.62

USPS CERTIFICATION

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Signature of Receiving Employee

PS Form 3877 (Facsimile)

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Mailroom
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2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0303 09

Chancellor
Metropolitan Community College
3200 Broadway
Kansas City, MO 64111

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

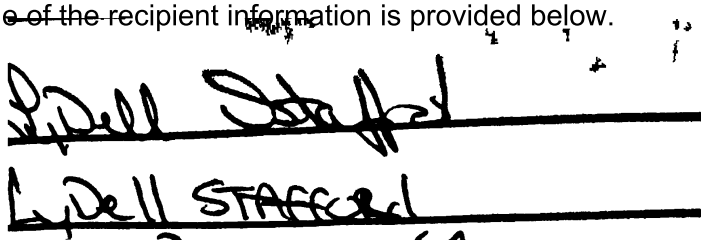
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

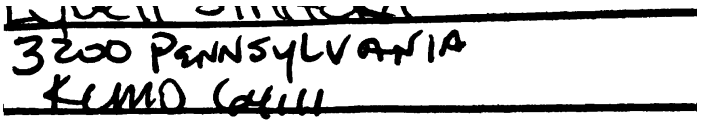
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0303 09. Our records indicate that this item was delivered on 03/05/2026 at 10:51 a.m. in KANSAS CITY, MO 64111. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL



9414 8149 0282 9730 0303 16

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

Director
Mid-Continent Public Library
15616 E. 24 Highway
Independence, MO 64050

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

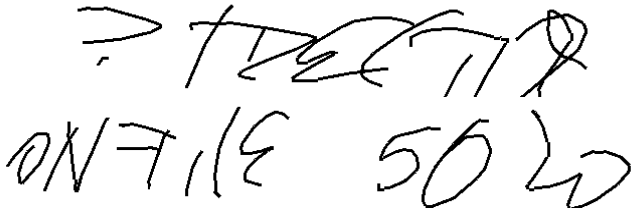
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0303 16. Our records indicate that this item was delivered on 03/05/2026 at 12:37 p.m. in INDEPENDENCE, MO 64050. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0303 23

Executive Director
Jackson County Community Mental Health
1627 Main Street
Suite 500
Kansas City, MO 64108

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

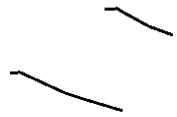
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0303 23. Our records indicate that this item was delivered on 03/05/2026 at 01:08 p.m. in KANSAS CITY, MO 64108. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient : 1627 MAIN ST STE 500, KANSAS CITY, MO 64108

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0303 30

Executive Director
Jackson County Board of Disabled Services
8511 Hillcrest Rd.
Suite 300
Kansas City, MO 64138

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

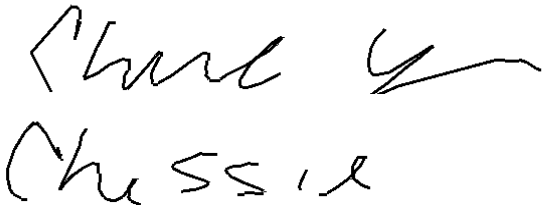
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0303 30. Our records indicate that this item was delivered on 03/05/2026 at 01:47 p.m. in KANSAS CITY, MO 64138. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0303 47

County Tax Section/State Blind Pension Fund
Missouri Director of Revenue
P.O. Box 453
Jefferson City, MO 65102

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

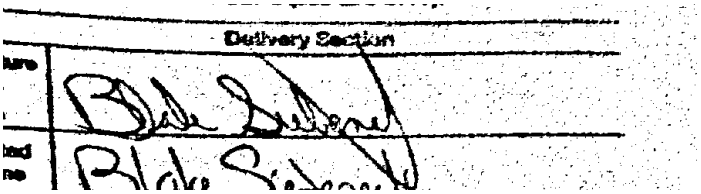
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

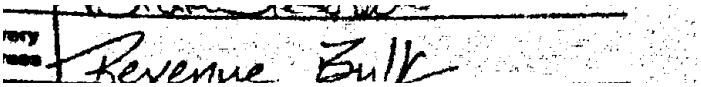
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0303 47. Our records indicate that this item was delivered on 03/06/2026 at 11:21 a.m. in JEFFERSON CITY, MO 65105. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0303 54

Chair of the Board of Directors
The Kansas City Zoological District
6800 Zoo Drive
Kansas City, MO 64132

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0303 61

Superintendent
Independence School District
201 N. Forest Ave.
Independence, MO 64050

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

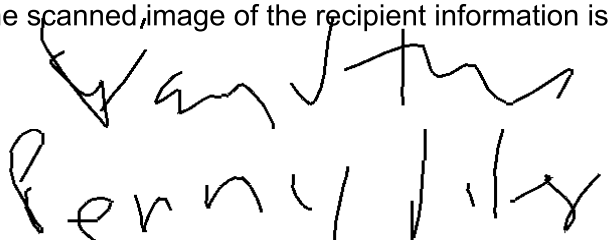
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0303 61. Our records indicate that this item was delivered on 03/05/2026 at 02:06 p.m. in INDEPENDENCE, MO 64050. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0303 78

County Executive
Jackson County
415 E. 12th Street
Kansas City, MO 64106

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

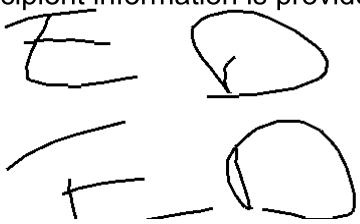
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0303 78. Our records indicate that this item was delivered on 03/05/2026 at 12:22 p.m. in KANSAS CITY, MO 64106. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient : 415 E 12TH ST, KANSAS CITY, MO 64106

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL



9414 8149 0282 9730 0303 85

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

City Manager
City of Independence
20201 E. Jackson Drive
Independence, MO 64057

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

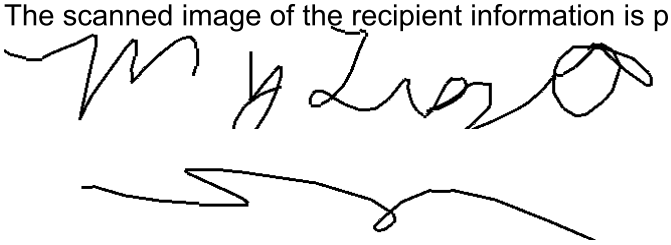
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0303 85. Our records indicate that this item was delivered on 03/05/2026 at 01:16 p.m. in INDEPENDENCE, MO 64057. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient : 20201 E JACKSON DR,
INDEPENDENCE, MO 64057

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0303 92

Director
Jackson County Assessment Department
112 W. Lexington
1st Floor
Independence, MO 64050

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

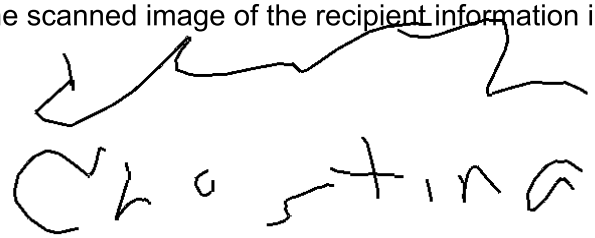
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

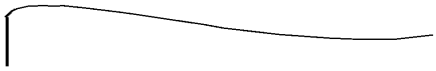
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0303 92. Our records indicate that this item was delivered on 03/05/2026 at 01:40 p.m. in INDEPENDENCE, MO 64050. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0304 08

Merchants/Manufacturers Replacement Tax Fund
Missouri Department of Revenue / County Tax Section
P.O. Box 453
Jefferson City, MO 65102

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

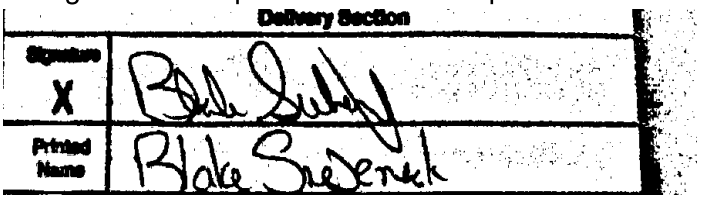
UNITED STATES POSTAL SERVICE

Date Produced: 03/16/2026

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0304 08. Our records indicate that this item was delivered on 03/09/2026 at 01:25 p.m. in JEFFERSON CITY, MO 65105. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0304 15

State Tax Commission of Missouri
P.O. Box 146
Jefferson City, MO 65102

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

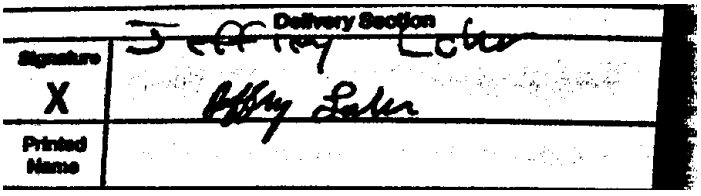
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

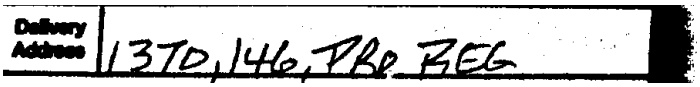
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0304 15. Our records indicate that this item was delivered on 03/05/2026 at 07:22 a.m. in JEFFERSON CITY, MO 65102. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL



9414 8149 0282 9730 0304 22

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

Director
Jackson County Collections Department
112 W. Lexington
1st Floor
Independence, MO 64050

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

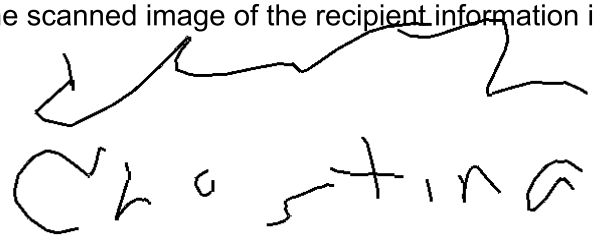
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

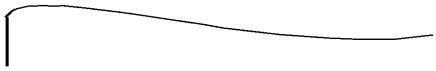
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0304 22. Our records indicate that this item was delivered on 03/05/2026 at 01:40 p.m. in INDEPENDENCE, MO 64050. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0304 39

Director
Missouri Department of Economic Development
P.O. Box 1157
Jefferson City, MO 65102

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

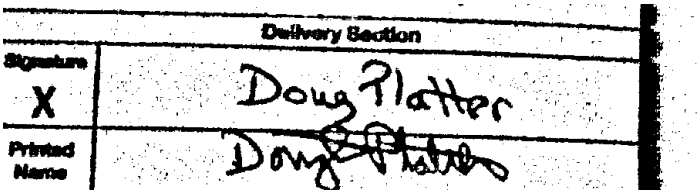
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

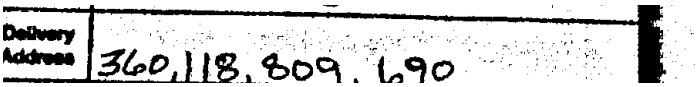
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0304 39. Our records indicate that this item was delivered on 03/05/2026 at 07:09 a.m. in JEFFERSON CITY, MO 65102. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0304 46

Tax Administration Bureau
Missouri Department of Revenue
P.O. Box 475
Jefferson City, MO 65102

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

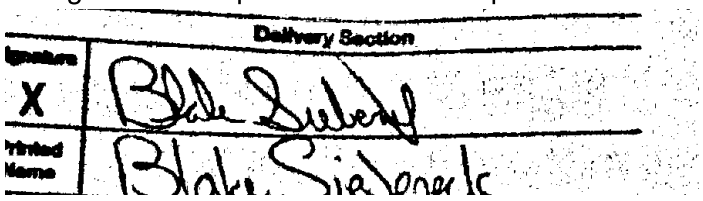
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

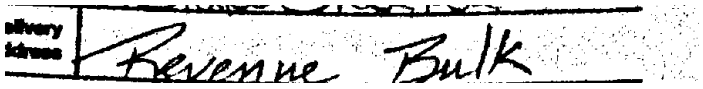
Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0304 46. Our records indicate that this item was delivered on 03/05/2026 at 10:55 a.m. in JEFFERSON CITY, MO 65105. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL



9414 8149 0282 9730 0304 53

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521

Noland Fashion Square Community Improvement
District
605 West 47th Street
Kansas City, MO 64112

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

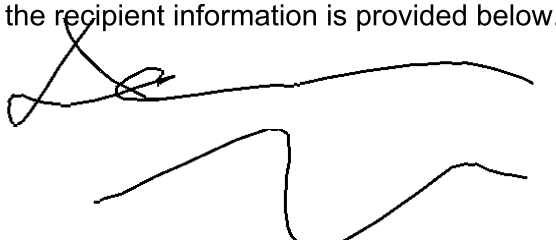
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

Gilmore&BellPCMailroom:

The following is the delivery information for Certified Mail™/RRE item number 9414 8149 0282 9730 0304 53. Our records indicate that this item was delivered on 03/05/2026 at 01:57 p.m. in KANSAS CITY, MO 64112. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: NOLAND FASHION TIF

USPS CERTIFIED MAIL

Mailroom
Gilmore & Bell, P.C.
2405 Grand Blvd., Suite 1100
Kansas City, MO 64108-2521



9414 8149 0282 9730 0304 60

Superintendent
Raytown School District
6608 Raytown Road
Raytown, MO 64113

Shipper Ref: NOLAND FASHION TIF
Reference 1: 600325.00041

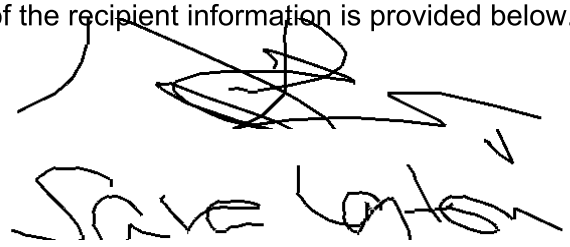
UNITED STATES POSTAL SERVICE

Date Produced: 03/09/2026

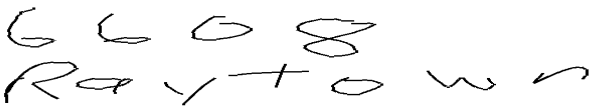
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See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, 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:

- Mar 25, 2026

Printer's Fee: $395.14

Anjana Bhadoriya

_____

Agent

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 03/25/2026

S Smith

_____

Notary Public

Notarized remotely online using communication technology via Proof.

NOTARY PUBLIC • STATE OF FLORIDA •

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Tax Increment Financing Commission of Independence, Missouri

Notice of Public Hearing relating to the Noland Fashion Square Tax Increment Financing Redevelopment Plan and Projects and Notice of Request for Redevelopment Project Proposals

Pursuant to Section 99.830 of the Revised Statutes of Missouri, you are hereby notified that the Tax Increment Financing Commission of Independence, Missouri (the "Commission"), will hold a public hearing at 5:00 p.m. on April 21, 2026, at the Independence Municipal Commons, 20201 E. Jackson Drive, Room 149 – Santa Fe Conference Room (Ground Floor), Independence, Missouri 64057, to consider the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is located to the northwest of the intersection of East U.S. Highway 40 and South Noland Road in Independence, Missouri. The Redevelopment Area is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

The Redevelopment Plan calls for eleven Redevelopment Projects which seek to eliminate blight, implement certain private improvements and public infrastructure improvements, increase property values, create economic stability and implement the Comprehensive Plan of the City. The primary purpose of the Redevelopment Projects is to remodel and/or tear down portions of blighted buildings and to redevelop the Redevelopment Area into a remodeled and newly constructed grocery-anchored shopping center development. The redevelopment will occur through remodeling and/or demolition of a portion of the existing improvements, and construction of new commercial uses such as retail, restaurants and other uses in the Redevelopment Area. Under the Redevelopment Plan, tax increment financing revenues will be collected to fund reimbursable project costs associated with certain of the improvements. The Redevelopment Plan requires a 50% surplus of payments in lieu of taxes for distribution to the taxing districts in each year.

A copy of the Redevelopment Plan, including a legal description and a map of the proposed Redevelopment Area and the Redevelopment Projects, is on file with the office of the City Clerk at Independence Municipal Commons, address listed above, and may be reviewed by any interested party during business hours. A cost-benefit analysis, showing the effects of the Redevelopment Plan on each taxing jurisdiction, is on file with the Redevelopment Plan. The public is invited to submit comments to the Commission prior to the date of the hearing and appear at the hearing and provide evidence and testimony.

ALL INTERESTED PARTIES SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD AT THE PUBLIC HEARING.

The Commission is soliciting alternative proposals for redevelopment of the Redevelopment Area. The Commission seeks only alternative redevelopment plans and redevelopment projects that comply with the Missouri Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act").

All proposed redevelopment plans and/or redevelopment projects must include details regarding the redevelopment project costs including, as appropriate: land acquisition; building design, engineering and construction; site preparation; design, engineering and construction of public infrastructure improvements, including internal streets, parking, grading, utilities, lighting, improvements to public streets and highways; and legal, engineering, accounting, land use planners, architects, feasibility experts costs and fees and other soft costs associated with plan preparation, approval and implementation. All submissions must include a valid and complete redevelopment plan under the TIF Act, including classification of expenses sufficiently detailed to allow analysis in comparison with other submissions, and be in a form that is ready for consideration by the Commission and City Council. Submissions must also include information about the proposed developer, including detail regarding prior development projects and other relevant business experience. If the person or entity submitting the proposal does not own or otherwise control the property in the Redevelopment Area, the submission must include the proposed method of acquiring such ownership or control.

All proposals must be submitted to Tom Scannell, Community Development Director, at the Independence Municipal Commons and must be received no later than 10:00 a.m. on April 20, 2026, after which time proposals will not be accepted. Proposals that are submitted, including the proposed Redevelopment Plan, will be available for review through the office of the City Clerk.

All submissions shall be judged on: (i) the qualifications of the applicant; (ii) the merit and viability of the proposal for redevelopment described in the submission, including the ability of the applicant to obtain ownership or control of property in the Redevelopment Area; (iii) the quality and detail of the submission, including compliance with the TIF Act; (iv) the ability of the submission to aid in eliminating blight from the Redevelopment Area; and (v) the ability of the proposal to accomplish any other goals that it may identify.

The Commission and City reserve the right to reject all proposals and publish any additional requests for proposals as may be necessary, and to extend the time period to submit responses to this Notice. All proposals will be considered by the Commission at a meeting to be held at the same time and location as the hearing.

Tax Increment Financing Commission of Independence, Missouri
20201 E. Jackson Drive
Independence, MO 64057

Published in the Examiner, Mar 25, 2026

4353710

Tax Increment Financing Commission of Independence, Missouri
20201 E. Jackson Drive
Independence, MO 64057

Notice of Public Hearing relating to the
Noland Fashion Square Tax Increment Financing Redevelopment Plan and Projects

To: Property Owners (listed below)
Date: April 6, 2026

Pursuant to Section 99.830 of the Revised Statutes of Missouri, you are hereby notified that the Tax Increment Financing Commission of Independence, Missouri (the "Commission"), will hold a public hearing at 5:00 p.m. on April 21, 2026, at the Independence Municipal Commons, 20201 E. Jackson Drive, Room 149 – Santa Fe Conference Room (Ground Floor), Independence, Missouri 64057, to consider the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

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The Redevelopment Plan calls for eleven Redevelopment Projects which seek to eliminate blight, implement certain private improvements and public infrastructure improvements, increase property values, create economic stability and implement the Comprehensive Plan of the City. The primary purpose of the Redevelopment Projects is to remodel and/or tear down portions of blighted buildings and to redevelop the Redevelopment Area into a remodeled and newly constructed grocery-anchored shopping center development. The redevelopment will occur through remodeling and/or demolition of a portion of the existing improvements, and construction of new commercial uses such as retail, restaurants and other uses in the Redevelopment Area. Under the Redevelopment Plan, tax increment financing revenues will be collected to fund reimbursable project costs associated with certain of the improvements. The Redevelopment Plan requires a 50% surplus of payments in lieu of taxes for distribution to the taxing districts in each year.

A copy of the Redevelopment Plan, including a legal description and a map of the proposed Redevelopment Area and the Redevelopment Projects, is on file with the office of the City Clerk at Independence Municipal Commons, address listed above, and may be reviewed by any interested party during business hours. A cost-benefit analysis, showing the effects of the Redevelopment Plan on each taxing jurisdiction, is on file with the Redevelopment Plan. Copies of the Redevelopment Plan and cost-benefit analysis may also be obtained by emailing a request to Tom Scannell, Community Development Director at tscannell@indepmo.org. All persons receiving this notice are invited to attend the hearing and/or to submit comments to the Commission (at the office of the City Clerk) prior to the date of the hearing. **ALL INTERESTED PARTIES SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD AT THE PUBLIC HEARING.**

Property Owner List:

33-520-11-67-00-0-00-000 33-520-11-66-00-0-00-000 33-520-11-68-00-0-00-000 33-520-11-71-00-0-00-000 33-520-11-69-00-0-00-000 33-520-11-70-00-0-00-000 33-520-10-80-00-0-00-000 33-520-10-79-00-0-00-000 33-520-10-87-00-0-00-000 33-520-10-86-00-0-00-000 33-520-10-85-00-0-00-000 33-520-10-83-00-0-00-000 33-520-10-82-00-0-00-000 33-520-10-81-00-0-00-000	Noland Fashion SC LLC 605 West 47th Street, Suite 200 Kansas City, MO 64112

USPS Manifest Mailing System Page 1

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Suite 200
Kansas City, MO 64112

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THE EXAMINER

AFFIDAVIT OF PUBLICATION

State of New Jersey, County of Camden, 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:
- Apr 15, 2026

Printer's Fee: $213.44

Anjana Bhadoriya

Anjana Bhadoriya
Agent

SHARONN E THOMAS-POPE
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires January 23, 2027

VERIFICATION

State of New Jersey
County of Camden

Signed or attested before me on this: 04/15/2026

Sharonn E Thomas-Pope
Notary Public - State of New Jersey
Commission # 50183291
Expires on 01/23/2027
Notarized remotely online using communication technology via Proof.

Tax Increment Financing Commission of Independence, Missouri

Notice of Public Hearing relating to the Noland Fashion Square Tax Increment Financing Redevelopment Plan and Projects

Pursuant to Section 99.830 of the Revised Statutes of Missouri, you are hereby notified that the Tax Increment Financing Commission of Independence, Missouri (the "Commission"), will hold a public hearing at 5:00 p.m. on April 21, 2026, at the Independence Municipal Commons, 20201 E. Jackson Drive, Room 149 – Santa Fe Conference Room (Ground Floor), Independence, Missouri 64057, to consider the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan"), the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

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The redevelopment will occur through remodeling and/or dem-

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A copy of the Redevelopment Plan, including a legal description and a map of the proposed Redevelopment Area and the Redevelopment Projects, is on file with the office of the City Clerk at Independence Municipal Commons, address listed above, and may be reviewed by any interested party during business hours. A cost-benefit analysis, showing the effects of the Redevelopment Plan on each taxing jurisdiction, is on file with the Redevelopment Plan. The public is invited to submit comments to the Commission prior to the date of the hearing and appear at the hearing and provide evidence and testimony.

ALL INTERESTED PARTIES SHALL BE GIVEN AN OPPORTUNITY TO BE HEARD AT THE PUBLIC HEARING.

Tax Increment Financing Commission of Independence, Missouri
20201 E. Jackson Drive
Independence, MO 64057

Published in the Examiner, Apr 15, 2026

4353610

INDEPENDENCE
* MISSOURI *

A GREAT AMERICAN STORY

Tax Increment Financing Commission

April 21, 2026 5:00 PM,

20201 E. Jackson Drive, Room 149 - Santa Fe, Independence, MO 64057

WELCOME & INTRODUCTIONS

ELECTION OF OFFICERS

APPROVAL OF MEETING MINUTES

1. November 24, 2025

PUBLIC HEARING FOR NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN

1. Submission of Exhibits
2. Presentations regarding the Plan
3. Public Comments
4. TIF Commission Questions and Discussion

CONSIDER RESOLUTION RECOMMENDING APPROVAL OF TIF PLAN, APPROVAL OF THE REDEVELOPMENT AREA, DESIGNATION OF BLIGHT WITHIN THE REDEVELOPMENT AREA, APPROVAL OF THE REDEVELOPMENT PROJECTS AND APPROVAL OF THE DEVELOPER OF RECORD TO THE CITY COUNCIL

OTHER BUSINESS

ADJOURNMENT

I HEREBY CERTIFY THAT THIS NOTICE WAS POSTED ON APRIL 14th, 2026.
Susanne Holland Signature: Susanne Holland

RESOLUTION NO. 2026-01

A RESOLUTION OF THE TAX INCREMENT FINANCING COMMISSION OF INDEPENDENCE, MISSOURI RECOMMENDING APPROVAL OF THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, APPROVAL OF THE REDEVELOPMENT AREA, THE DESIGNATION OF BLIGHT WITHIN THE REDEVELOPMENT AREA, APPROVAL OF THE REDEVELOPMENT PROJECTS AND APPROVAL OF THE DEVELOPER OF RECORD TO THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

WHEREAS, the Tax Increment Financing Commission of Independence, Missouri (the "TIF Commission") has been duly formed by the City Council pursuant to Section 99.820.2 of the Revised Statutes of Missouri;

WHEREAS, T-L Noland LLC (the "Developer") submitted a proposal for approval of the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan") in February of 2026;

WHEREAS, on March 3, 2026, the City mailed written notices of a scheduled TIF Commission public hearing to all taxing districts from which taxable property is included in the proposed Redevelopment Area, in compliance with Section 99.825 and 99.830 of the Revised Statutes of Missouri;

WHEREAS, in accordance with its written procedures relating to bids and proposals for implementation of redevelopment projects, on March 25, 2026, the City published in *The Examiner* a notice of request for proposals and bids, which provided reasonable opportunity for any person to submit proposals and bids for implementation of the Redevelopment Project as proposed in the TIF Plan, in compliance with Section 99.820.1(3) of the Revised Statutes of Missouri;

WHEREAS, on March 25, 2026, the City also published notice in *The Examiner* of the scheduled TIF Commission public hearing to consider the merits of the proposed TIF Plan, in compliance with Section 99.830 of the Revised Statutes of Missouri;

WHEREAS, on April 6, 2026, the City mailed written notices of the scheduled TIF Commission public hearing to all persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract, or parcel of land lying within the Redevelopment Area, in compliance with Section 99.830 of the Revised Statutes of Missouri;

WHEREAS, on April 15, 2026, the City again published notice in *The Examiner* of the scheduled TIF Commission public hearing, in compliance with Section 99.830 of the Revised Statutes of Missouri;

WHEREAS, a copy of the notice of the public hearing has been submitted to the Director of the Department of Economic Development and to the Missouri Department of Revenue, in compliance with Section 99.825 and 99.830 of the Revised Statutes of Missouri;

WHEREAS, on April 21, 2026, at 5:00 p.m., the TIF Commission opened the public hearing to consider the proposed TIF Plan;

WHEREAS, in the public hearing, the TIF Commission accepted written and oral testimony and evidence regarding the proposed TIF Plan from all interested persons, including the Developer and its representatives and City staff;

WHEREAS, the public hearing conducted by the TIF Commission to consider the TIF Plan was open to the public, at which a quorum of the Commissioners were present and acted throughout, and the proper notice of such hearing was given in accordance with all applicable laws including Chapter 610 of the Revised Statutes of Missouri;

WHEREAS, on April 21, 2026, the TIF Commission closed the public hearing to consider the proposed TIF Plan;

WHEREAS, after considering the evidence and testimony received at the public hearing, the TIF Commission now desires to recommend that the City Council make required findings and take certain actions to adopt and implement the TIF Plan.

NOW, THEREFORE, be it resolved by the Tax Increment Financing Commission of Independence, Missouri:

1. **Findings**. In accordance with Section 99.810 of the Revised Statutes of Missouri, the TIF Commission makes the following findings, and recommends that the City Council by ordinance make the following findings, regarding the TIF Plan:

A. the TIF Plan sets forth in writing a general description of the program to be undertaken to accomplish its objectives, including the estimated redevelopment project costs, the anticipated sources of funds to pay the costs, evidence of the commitments to finance the project costs, the anticipated type and term of the sources of funds to pay costs, the anticipated type and terms of the obligations to be issued, the most recent equalized assessed valuation of the property within the Redevelopment Area which is to be subjected to payments in lieu of taxes and economic activity taxes pursuant to Section 99.845 of the Revised Statutes of Missouri, an estimate as to the equalized assessed valuation after redevelopment, and the general land uses to apply in the Redevelopment Area;

B. the Redevelopment Area is blighted as set forth in the Blight Study attached to the TIF Plan as Exhibit 6 performed by a certified urban planner, which is incorporated herein by reference. The TIF Plan is accompanied by an affidavit, signed by the Developer, attesting to the blighting elements of the Redevelopment Area attached to the TIF Plan as Exhibit 9, which is incorporated herein by reference;

C. the proposed redevelopment satisfies the "but for" test set forth in Section 99.810 of the Revised Statutes of Missouri, in that the Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing, and the TIF Plan is accompanied by an affidavit, signed by the Developer, attesting to this statement;

D. the TIF Plan is in conformance with the Comprehensive Plan for the development of the City as a whole;

E. the TIF Plan contains both estimated dates of completion of the redevelopment project and estimated dates for the retirement of obligations incurred to finance redevelopment project costs, and said dates are not be more than twenty-three (23) years from the adoption of the last ordinance approving a Redevelopment Project within the Redevelopment Area;

F. a Relocation Plan has been developed for relocation assistance for businesses and residences, and the relocation of any business or residents in the Redevelopment Area, if necessary, will take place in accordance with the Relocation Plan attached to the TIF Plan as Exhibit 8;

G. the TIF Plan is accompanied by a Cost Benefit Analysis and other evidence and documentation from Developer which contains sufficient information to evaluate whether the TIF Plan as proposed is financially feasible, showing the economic impact of the TIF Plan on each taxing district and political subdivision, and that the proposed project is financially feasible, but only if TIF assistance is provided;

H. the TIF Plan does not include the initial development or redevelopment of any gambling establishment;

I. the area selected for the Redevelopment Projects includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the improvements; and

J. no alternative proposals for redevelopment of the Redevelopment Area have been received in response to the March 25, 2026 advertisement.

2. **Recommendations**. The TIF Commission recommends that the City Council take the following actions with respect to the TIF Plan:

A. adopt an ordinance to make the findings recommended in Section 1 above, designate the Redevelopment Area as a redevelopment area as provided in Section 99.805(11), RSMo, declare that the Redevelopment Area is a blighted area, and approve the TIF Plan;

B. adopt ordinances which approve the various portions of the Redevelopment Project within each of the eleven redevelopment project areas designated in the TIF Plan (altogether, the "Redevelopment Projects") and activate the collection of tax increment financing within such redevelopment project areas; and

C. declare the Developer to be the developer of record for Redevelopment Projects and enter into a redevelopment agreement with the Developer to provide for the terms and conditions under which the Redevelopment Projects will be implemented and reimbursement will be provided to the Developer for eligible reimbursable project costs.

APPROVED BY THE TAX INCREMENT FINANCING COMMISSION OF INDEPENDENCE, MISSOURI THIS 21 DAY OF Apr. 1, 2026.

By: Allison C Barr
Chair of the TIF Commission

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	REDEVELOPMENT AGREEMENT
DATE OF DOCUMENT:	_____ ___, 2026
GRANTOR:	T-L NOLAND LLC
GRANTOR'S MAILING ADDRESS:	c/o Tri-Land Developments, Inc. One East Oak Hill Drive #302 Westmont, IL 60559 Attn: Richard Dube
GRANTEE:	CITY OF INDEPENDENCE, MISSOURI
GRANTEE'S MAILING ADDRESS:	City Manager's Office City of Independence, Missouri 20201 E. Jackson Drive Independence, MO 64057
RETURN DOCUMENTS TO:	David Martin Gilmore & Bell, P.C., Suite 1100 2405 Grand Blvd. Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See **Exhibit A**

REDEVELOPMENT AGREEMENT

between the

CITY OF INDEPENDENCE, MISSOURI,

and

T-L NOLAND LLC

dated as of

_____ ___, 2026

NOLAND FASHION SQUARE REDEVELOPMENT AREA

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EXHIBIT A – Maps and Legal Descriptions of Redevelopment Area and Redevelopment Project Areas
EXHIBIT B – Concept Site Plan
EXHIBIT C – Form of Certificate of Substantial Completion
EXHIBIT D – Form of Certificate of Reimbursable Redevelopment Project Costs
EXHIBIT E – Architectural Renderings
EXHIBIT F – Project Budget

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this *"Agreement"*) is made and entered into as of _____ ___, 2026, by and between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city organized and existing under the laws of the State of Missouri (the "*City*") and **T-L NOLAND LLC**, a Delaware limited liability company (the *"Developer"*). *All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in* ***Article I*** *of this Agreement.*

RECITALS

A. The City Council of the City created the Tax Increment Financing Commission of Independence, Missouri (the *"TIF Commission"*) and empowered the TIF Commission to exercise those powers and fulfill such duties as are required or authorized for the TIF Commission under Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the *"TIF Act"*).

B. On February 20, 2026, the Developer submitted an application for tax increment financing assistance (the "Application") in connection with the proposed redevelopment of approximately 32 acres to the northwest of the intersection of East U.S. Highway 40 and South Noland Road in Independence, Missouri (as further described on **Exhibit A** attached hereto, the *"Redevelopment Area"*) by remodeling and/or tearing down portions of blighted buildings and redeveloping the Redevelopment Area into a remodeled and newly constructed grocery-anchored shopping center development for continued use for retail and other commercial purposes (as further described in the below-defined Redevelopment Plan, the *"Redevelopment Projects"*).

C. On _____ ___, 2026, the Commission published a Notice of Public Hearing relating to the Noland Fashion Square Tax Increment Financing Redevelopment Plan and Projects and Notice of Request for Redevelopment Project Proposals (the "*RFP*") in *The Examiner* seeking alternative proposals for the Redevelopment Area. No alternative proposals were received by the Commission.

D. On April 21, 2026, the TIF Commission held a duly-noticed public hearing regarding the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "*Redevelopment Plan*"), the Redevelopment Area and the Redevelopment Projects, at which all interested parties had the opportunity to be heard and at which the TIF Commission heard and considered all protests and objections concerning the Redevelopment Plan, the Redevelopment Area and the Redevelopment Projects.

E. Upon conclusion of the above-described public hearing, the TIF Commission passed a resolution recommending that the City Council approve the Redevelopment Plan, designate the Redevelopment Area as a "redevelopment area" pursuant to the TIF Act, approve the Redevelopment Projects and adopt tax increment financing.

F. On _____ ___, 2026, the Developer filed a petition with the Circuit Court of Jackson County to establish the Noland Fashion Square Transportation Development District (the *"TDD"*) with boundaries coterminous with the Redevelopment Area to assist in financing and implementing the Redevelopment Projects.

G. On _____ ___, 2026, the Developer filed a petition with the City to make certain amendments to the existing Noland Fashion Square Community Improvement District (the *"CID"*) to assist in financing and implementing the Redevelopment Projects.

H. On _____ ___, 2026, the City Council held a duly-noticed public hearing regarding the amendments to the CID, and gave due consideration to the TIF Commission's recommendation, comments by the public and taxing districts and the requirements of the applicable statutes. On _____ ___, 2026, the City Council gave final reading to and passed the following ordinances:

(a) Ordinance No. _____ making certain amendments to the CID;

(b) Ordinance No. _____ approving the Redevelopment Plan, designating the Redevelopment Area, designating the Developer as the developer of record for the Redevelopment Area and approving this Agreement; and

(c) Ordinance No. _____ approving the issuance of taxable industrial revenue bonds associated with the Redevelopment Area pursuant to 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, to facilitate a sales tax exemption on construction materials purchased for the Redevelopment Projects.

I. On _____ ___, 2026, the City Council gave first reading to ordinances approving the Redevelopment Projects and adopting tax increment financing within the areas legally described for the Redevelopment Projects, and on _____ ___, 2026, the City Council tabled such ordinances until further notice from the Developer.

J. The City Council hereby determines that the implementation of the Redevelopment Plan and the fulfillment generally of this Agreement are in the best interests of the City, and the health, safety, morals and welfare of its residents, and in accordance with the public purposes specified in the Redevelopment Plan.

K. Pursuant to provisions of the TIF Act and Ordinance No. _____, the City is authorized to enter into this Agreement.

AGREEMENT

Now, therefore, in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. As used in this Agreement, the following words and terms shall have the following meanings:

"Agreement" means this Redevelopment Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Approved Site Plans" means the combination of site plans reflecting one or more portions of the Work approved by all entities required to approve a site plan pursuant to the Municipal Code and **Section**

3.8, as such site plans may be submitted, approved and amended from time to time in accordance with the Municipal Code and **Section 3.8**.

"Available Revenues" means all money on deposit from time to time (including investment earnings thereon) in or consisting of:

(a) the PILOTS Account (except for the Surplus PILOTS);

(b) subject to annual appropriation by the City, the EATS Account;

(c) CID Revenues consisting of CID Sales Tax proceeds appropriated by the CID for the payment of Reimbursable Redevelopment Project Costs or the repayment of any TIF Obligations pursuant to the terms of, and for the purposes set forth in, the CID Act, and CID Revenues consisting of CID Special Assessment proceeds (which are not subject to appropriation);

(d) TDD Revenues appropriated by the TDD for the payment of Reimbursable Redevelopment Project Costs or the repayment of any TIF Obligations pursuant to the terms of, and for the purposes set forth in, the TDD Act; and

(e) subject to annual appropriation by the City, amounts on deposit in the Sales Tax Rebate Revenues Account;

excluding in each case (i) any amount paid under protest until the protest is withdrawn or resolved against the taxpayer, or (ii) any sum received by the City, the CID or the TDD that is the subject of a suit or other claim communicated to the City, the CID or the TDD, as applicable, which suit or claim challenges the collection of such sum.

"Bond Counsel" means Gilmore & Bell, P.C., Kansas City, Missouri, or an attorney at law or a firm of attorneys selected by the City of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Indenture" means the trust indenture or indentures executed by the IDA and the Bond Trustee in connection with the issuance of TIF Obligations.

"Bond Proceeds" means the net cash proceeds from the sale of TIF Obligations available for deposit in the Project Fund (after deposit of funds for Issuance Costs, capitalized interest and any debt service reserve), together with any interest earned thereon.

"Bond Trustee" means UMB Bank, N.A. or such other trustee designated by the City Manager; provided, however, that successor Bond Trustee may be appointed in accordance with the terms of the Bond Indenture.

"Certificate of Reimbursable Redevelopment Project Costs" means a document, substantially in the form of **Exhibit D** attached hereto, delivered by the Developer to the City in accordance with **Article IV** hereof.

"Certificate of Substantial Completion" means a document, substantially in the form of **Exhibit C** attached hereto, delivered by the Developer and which, upon the City's written acceptance thereof, will evidence the Developer's satisfaction of all obligations and covenants to perform the Work. The Certificate

of Substantial Completion does not constitute a final occupancy certificate, final inspection certificate, or other documentation required by the Municipal Code to occupy the Redevelopment Projects or any portion thereof.

"CID" means the Noland Fashion Square Community Improvement District, a community improvement district and political subdivision of the State of Missouri, as established pursuant to Ordinance No. 18415, which shall be maintained pursuant to **Section 3.13**, the CID Act, and the CID Cooperative Agreement.

"CID Act" means the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri.

"CID Annual Operating Costs" means an amount equal to $15,000 for calendar years 2026 and 2027 and increased by 2% for each subsequent calendar year.

"CID Cooperative Agreement" means the cooperative agreement to be entered among the City, the Developer and the CID relating to the operation of the CID and the collection and distribution of the CID Revenues, as amended from time to time.

"CID Project" means the improvements described in the CID Cooperative Agreement that shall, in the opinion of counsel to the CID, be qualified expenditures for the CID under Missouri law.

"CID Revenues" means the revenues received by the CID from the CID Special Assessment and the CID Sales Tax, less CID Annual Operating Costs, to the extent the same are not required to be deposited into the Special Allocation Fund by operation of the TIF Act.

"CID Sales Tax" means the community improvement district sales and use tax to be levied by the CID at a rate of not more than 1% in accordance with the CID Act.

"CID Special Assessment" means the special assessment to be imposed by the CID in an amount not to exceed $1.00 per square foot of gross leasable area of each commercial building within the CID.

"City" means the City of Independence, Missouri, a constitutional charter city and political subdivision of the State of Missouri.

"City Administrative Fee" means 2.0% of the PILOTS, EATS and Sales Tax Rebate Revenues paid into the Special Allocation Fund during the first full calendar year of collections and annually thereafter, the greater of $5,000 or 1.0% of the PILOTS, EATS and Sales Tax Rebate Revenues paid into the Special Allocation Fund.

"City Attorney" means, at any time, the then-current City Attorney or Acting City Attorney of the City.

"City Council" means the City Council of the City.

"City Manager" means, at any time, the then-current City Manager or Acting City Manager of the City.

"Concept Site Plan" means the conceptual site plan attached hereto as **Exhibit B** and incorporated herein by this reference.

"Construction Plans" means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections approved by the City in accordance with the Municipal Code.

"Cooperative Agreements" means the CID Cooperative Agreement and the TDD Cooperative Agreement.

"Developer" means T-L NOLAND LLC, a Delaware limited liability company, or its permitted successors or assigns in interest.

"Developer-Paid City Administrative Costs" means all amounts paid or reimbursed to the City in connection with the administration of the Redevelopment Plan or otherwise in connection with the redevelopment of the Property, other than the City Administrative Fee.

"EATS Account" means an account of the Special Allocation Fund into which 50% of the Economic Activity Taxes are deposited pursuant to Section 99.845 of the TIF Act.

"Economic Activity Taxes" or "EATS" shall have the meaning ascribed to such term in Section 99.805 of the TIF Act, but not including any taxes that are excluded from tax increment financing by Missouri law.

"Financing Agreement" means an agreement to be entered into among the CID, the TDD, the IDA and (in the City's sole discretion) the City, pursuant to which the IDA will issue TIF Obligations and the other parties thereto will transfer Available Revenues to the Bond Trustee for the repayment of such TIF Obligations.

"Governmental Approvals" means all plat approvals, re-zoning or other zoning changes, planned unit development approvals, site plan approvals, conditional use permits, variances, building permits, architectural review or other subdivision, zoning or similar approvals, or approvals related to the creation of the CID, or approvals related to the CID Project or the TDD Project required by the Municipal Code, the Cooperative Agreements or this Agreement for the implementation of the Redevelopment Projects.

"IDA" means The Industrial Development Authority of Independence, Missouri or another issuer of municipal bonds acceptable to the City and the Developer.

"Issuance Costs" means all costs reasonably incurred by the IDA, the City, the CID and/or the TDD in connection with the issuance of the TIF Obligations, including, but not limited to, the fees and expenses of the City's financial advisors and consultants, the City's and the IDA's attorneys (including the City Attorney, issuer's counsel, Bond Counsel and disclosure counsel), Developer's counsel and consultants, the CID's attorneys, the TDD's attorneys, the IDA's underwriter and underwriter's counsel, underwriters' discounts and fees, initial fees and charges of the trustee, the cost of obtaining CUSIP numbers, the costs of printing any TIF Obligations and any offering documents relating thereto, and any other costs related to the issuance of TIF Obligations and approved by Bond Counsel.

"Lender" means any entity (1) not affiliated with the Developer that has made a loan to the Developer which is secured by all or a portion of the reimbursement to be received by the Developer under this Agreement, and (2) for which the Developer has provided notice to the City, including notice of the fact that such entity has provided such loan and the name, address and contact person for such entity.

"Lender Rate" means, for any Reimbursable Redevelopment Project Costs, the rate paid by the Developer on the Loan issued to pay costs of the particular component of the Redevelopment Projects to

which such Reimbursable Redevelopment Project Costs relate; *provided that*, (1) the Lender Rate may differ for Reimbursable Redevelopment Project Costs relating to each such component for which a separate Loan is issued, (2) the Lender Rate for any such component may change when a new Loan is executed for construction financing, permanent financing or refinancing (at the request of the Developer accompanied by documentation establishing the new rate), and (3) no Lender Rate shall exceed the Maximum Lender Rate at the time the related Loan is executed or be reset under the Loan documents to exceed the Maximum Lender Rate at the time of such reset. If the rate charged under a Loan exceeds the Maximum Lender Rate at execution or reset, the applicable Lender Rate shall be equal to the Maximum Lender Rate.

"Loan" means any loan made to the Developer by a Lender, proceeds of which are applied to the payment of Reimbursable Redevelopment Project Costs.

"Maximum Developer Reimbursement Amount" means (1) with respect to Reimbursable Redevelopment Project Costs, $47,000,000 of principal amount of reimbursement that may be paid to the Developer under this Agreement, (2) all Reimbursable Interest, and (3) all Developer-Paid City Administrative Costs.

"Maximum Lender Rate" means, as of the applicable date, 1.50% *plus* the prime rate reported in the most recently published "Money Rates" column or any successor column of *The Wall Street Journal*, currently defined therein as the base rate on corporate loans posted by at least 75% of the nation's 30 largest banks. If *The Wall Street Journal* ceases publication of the prime rate, then "prime rate," as used in this definition, shall mean the "prime rate" or "base rate" announced by Bank of America, N.A., or any successor thereto.

"Municipal Code" means the Code of Ordinances City of Independence, Missouri, as it may be amended from time to time.

"New or Renegotiated Lease" means any lease of space within the Redevelopment Area that is originally executed, amended or extended after the date of this Agreement.

"Payments in Lieu of Taxes" or *"PILOTS"* shall have the meaning ascribed to such term in Section 99.805 of the TIF Act.

"PILOTS Account" means an account of the Special Allocation Fund into which Payments in Lieu of Taxes are deposited pursuant to Section 99.845 of the TIF Act.

"Preliminary Funding Agreement" means the Preliminary Funding Agreement dated as of February 12, 2026, between the City and the Developer, as amended from time to time in accordance with its terms.

"Project Fund" means the Project Fund created in the Bond Indenture.

"Property" means all privately-owned land within the Redevelopment Area.

"Redevelopment Area" means the area described in the Redevelopment Plan.

"Redevelopment Plan" means the plan entitled "Noland Fashion Square Tax Increment Financing Redevelopment Plan," as approved by the City Council pursuant to the TIF Ordinances, as such plan may from time to time be amended in accordance with the TIF Act.

"Redevelopment Project Areas" means, collectively, the following (each individually constituting a *"Redevelopment Project Area"*):

"Redevelopment Project Area 1" means the area legally described as such and depicted as such on **Exhibit A**.

"Redevelopment Project Area 2" means the area legally described as such and depicted as such on **Exhibit A**.

"Redevelopment Project Area 3" means the area legally described as such and depicted as such on **Exhibit A**.

"Redevelopment Project Area 4" means the area legally described as such and depicted as such on **Exhibit A**.

"Redevelopment Project Area 5" means the area legally described as such and depicted as such on **Exhibit A**.

"Redevelopment Project Area 6" means the area legally described as such and depicted as such on **Exhibit A**.

"Redevelopment Project Area 7" means the area legally described as such and depicted as such on **Exhibit A**.

"Redevelopment Project Area 8" means the area legally described as such and depicted as such on **Exhibit A**.

"Redevelopment Project Area 9" means the area legally described as such and depicted as such on **Exhibit A**.

"Redevelopment Project Area 10" means the area legally described as such and depicted as such on **Exhibit A**.

"Redevelopment Project Area 11" means the area legally described as such and depicted as such on **Exhibit A**.

"Redevelopment Projects" means the development projects located within the Redevelopment Area that are in furtherance of the objectives of the Redevelopment Plan, including the following (each individually constituting a *"Redevelopment Project"*):

"Redevelopment Project 1," meaning that portion of the Redevelopment Projects to be located within Redevelopment Project Area 1.

"Redevelopment Project 2," meaning that portion of the Redevelopment Projects to be located within Redevelopment Project Area 2.

"Redevelopment Project 3," meaning that portion of the Redevelopment Projects to be located within Redevelopment Project Area 3.

"Redevelopment Project 4," meaning that portion of the Redevelopment Projects to be located within Redevelopment Project Area 4.

"Redevelopment Project 5," meaning that portion of the Redevelopment Projects to be located within Redevelopment Project Area 5.

"Redevelopment Project 6," meaning that portion of the Redevelopment Projects to be located within Redevelopment Project Area 6.

"Redevelopment Project 7," meaning that portion of the Redevelopment Projects to be located within Redevelopment Project Area 7.

"Redevelopment Project 8," meaning that portion of the Redevelopment Projects to be located within Redevelopment Project Area 8.

"Redevelopment Project 9," meaning that portion of the Redevelopment Projects to be located within Redevelopment Project Area 9.

"Redevelopment Project 10," meaning that portion of the Redevelopment Projects to be located within Redevelopment Project Area 10.

"Redevelopment Project 11," meaning that portion of the Redevelopment Projects to be located within Redevelopment Project Area 11.

"Redevelopment Project Costs" shall have the meaning assigned to such term in Section 99.805 of the TIF Act.

"Reimbursable Interest" means interest on the Reimbursable Redevelopment Project Costs that is payable to the Developer under **Section 4.4** of this Agreement.

"Reimbursable Redevelopment Project Costs" means those Redevelopment Project Costs that are reimbursable to the Developer under **Article II**, **Article IV** (other than Reimbursable Interest), the Redevelopment Plan and the TIF Act.

"Related Party" means any party related to the Developer by one of the relationships described in Section 267(b) or 707(b) of the United States Internal Revenue Code of 1986, as amended, or any party controlled by or under common control with the Developer.

"Relocation Costs" means all costs incurred to relocate the occupants of and businesses in the Redevelopment Area in accordance with the Relocation Policy, including, but not limited to, relocation payments to displaced persons or businesses, and all costs of implementing the Relocation Policy including costs of referrals, relocation specialists, planners, attorneys' fees, brokers' commissions and staff costs.

"Relocation Policy" means the relocation policy of the City described in the Redevelopment Plan.

"Sales Tax Rebate Revenues" means an amount equal to the revenue generated by 50% of the total additional revenue from sales taxes imposed by the City in the aggregate rate of 2.625% (notwithstanding that the current or future sales tax rate of the City may be higher), which amounts are generated by economic activities within each Redevelopment Project Area over the amount of such taxes generated by economic activities within such Redevelopment Project Area in the calendar year prior to the adoption of the TIF Activation Ordinance relating to such Redevelopment Project Area, while tax increment financing remains in effect within the such Redevelopment Project Area; provided that, the amount for any calendar year shall

not exceed $1,047,584 for all Redevelopment Project Areas in the aggregate; and further provided that such amounts shall be paid from sources that are not legally limited to particular costs.

"Sales Tax Rebate Revenues Account" means an account of the Special Allocation Fund into which the Sales Tax Rebate Revenues are deposited pursuant to this Agreement.

"Special Allocation Fund" means the Noland Fashion Square Special Allocation Fund authorized by the TIF Ordinances.

"State" means the State of Missouri.

"Surplus PILOTS" means 50% of the PILOTS deposited into the Special Allocation Fund.

"TDD" means the Noland Fashion Square Transportation Development District, a transportation development district and political subdivision of the State of Missouri, established by order of the Circuit Court of Jackson County, Missouri pursuant to Case No. _____, which shall be maintained pursuant to **Section 3.14**, the TDD Act, and the TDD Cooperative Agreement.

"TDD Act" means the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri.

"TDD Annual Operating Costs" means an amount equal to $15,000 for calendar years 2026 and 2027 and increased by 2% for each subsequent calendar year.

"TDD Cooperative Agreement" means the cooperative agreement to be entered among the City, the Developer and the TDD relating to the operation of the TDD and the collection and distribution of the TDD Revenues, as amended from time to time.

"TDD Project" means the improvements described in the TDD Cooperative Agreement that shall, in the opinion of counsel to the TDD, be qualified expenditures for the TDD under Missouri law.

"TDD Revenues" means the revenues received by the TDD from the TDD Sales Tax, less TDD Annual Operating Costs, to the extent the same are not required to be deposited into the Special Allocation Fund by operation of the TIF Act.

"TDD Sales Tax" means the community improvement district sales tax to be levied by the TDD at a rate of not more than 1% in accordance with the TDD Act.

"TIF Act" means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri.

"TIF Activation Ordinance" means, for each Redevelopment Project Area, the ordinance approving the related Redevelopment Project and adopting tax increment financing within such Redevelopment Project Area.

"TIF Commission" means the Tax Increment Financing Commission of Independence, Missouri.

"TIF Obligations" means bonds issued by the IDA that are repayable from all or a portion of the Available Revenues, subject to the requirements of **Section 5.1**.

"TIF Ordinances" means the TIF Activation Ordinances and Ordinance No. _____ adopted by the City Council on _____ ___, 2026.

"TIF Revenues" means, collectively the Payments in Lieu of Taxes (with the exception of the Surplus PILOTS) and 50% of the Economic Activity Taxes.

"Work" means the:

(a) demolition of portions of the existing improvements within the Redevelopment Area, development of new commercial uses including new outlot buildings, and remodeling of the existing improvements which may include but not be limited to such uses as retail, restaurants and other commercial uses; and

(b) construction within and nearby the Redevelopment Area of all support facilities such as signage, lighting, parking lots, curbed islands, landscaping, drainage, storm water management, street improvements, utilities and site improvements essential to the preparation of the Redevelopment Area for use in accordance with the Redevelopment Plan.

ARTICLE II

DESIGNATION OF DEVELOPER; ADVANCED COSTS

2.1. Developer Designation. The City hereby selects the Developer to perform the Work, and to carry out the Redevelopment Projects, in accordance with the Approved Site Plans, the Redevelopment Plan, this Agreement and all Governmental Approvals. To the extent of any inconsistency among the foregoing, the parties agree that the Work described in the Governmental Approvals shall govern so long as such approvals do not constitute a change to the Redevelopment Plan or Redevelopment Projects as would, in the opinion of the City Attorney or special counsel retained by the City, require further hearing pursuant to the TIF Act.

2.2. Developer to Advance Costs. The Developer agrees to advance all Redevelopment Project Costs as necessary to complete the Work, subject to the Developer's right to abandon the Redevelopment Projects and terminate this Agreement as set forth in **Section 7.1**. Additionally, and not by way of limitation:

(a) *Preliminary Funding Agreement*. The Developer has heretofore advanced, or caused to be advanced, pursuant to the Preliminary Funding Agreement, the sum of $35,000.00 for certain planning, legal, administrative and other costs associated with the Redevelopment Projects, the negotiation of this Agreement, and the formation of the CID and the TDD. The Preliminary Funding Agreement shall terminate upon the date of this Agreement.

(b) *Expenses after Termination of Preliminary Funding Agreement*. Upon termination of the Preliminary Funding Agreement, the City shall retain an amount not greater than $35,000.00 to pay administrative costs and actual out-of-pocket expenses that are incurred in connection with the administration of the Redevelopment Plan (including, without limitation, the review of Certificates of Reimbursable Redevelopment Project Costs, the Certificate of Substantial Completion, site plans and construction plans, and the formation of the CID and the TDD). The City shall advise Developer in writing if it intends to utilize the services of any consultant to perform its obligations under the terms of this Agreement. Such written notice shall include the name of the consultant, the service to be performed and an estimate of the cost expected. If the

amount initially deposited pursuant to this subsection is insufficient for the purposes described herein, the Developer shall deposit any additional amount necessary for such purposes and requested by the City within 10 days of a written request therefor; provided, however, that (i) the City shall obtain the Developer's approval before entering into any new engagements with any third party and (ii) the City shall provide the Developer with a monthly statement showing each agreement executed, amounts paid pursuant to each agreement, and amounts remaining due with respect to each agreement. The obligation under this subsection shall terminate at such time as the proceeds of the City Administrative Fee are equal to $5,000 in one year. Upon such termination, the remaining amounts held by the City under this subsection shall be returned to the Developer. All amounts paid by Developer under this subsection shall be included in the Developer-Paid City Administrative Costs.

(c) *No Waivers.* Payments under this Section will not be credited against any application fee or other cost to the Developer associated with any Governmental Approval required by the Municipal Code.

(d) *Advances to be Reimbursable*. To the extent permitted by law, all sums advanced under this Section shall constitute Reimbursable Redevelopment Project Costs to the extent submitted and approved in accordance with **Article IV**.

ARTICLE III

OWNERSHIP OF THE PROPERTY; SCHEDULE; CONSTRUCTION OF REDEVELOPMENT PROJECTS; CITY APPROVALS

3.1. Ownership of Property. The Developer represents that either it or a Related Party currently has a contract to purchase all of the Property.

3.2 Relocation. The Developer shall relocate those occupants or businesses displaced from any portion of the Redevelopment Area acquired by the Developer in accordance with and to the extent required by the requirements of the Relocation Policy and any applicable law. Notwithstanding the foregoing, the displaced occupant or business and the Developer may agree in writing upon a different amount or different benefits, it being understood and agreed that any displaced occupant or business may waive his/her/their rights to statutory and other relocation benefits and assistance under the Relocation Policy or otherwise.

3.3. Project Construction.

(a) Subject to **Section 7.7**, the Developer shall commence and complete the Redevelopment Projects pursuant to the following schedule:

Activity	**Maximum Time for Performance**
Commence Work on grocery store within Redevelopment Project Area 1	Later of June 30, 2027 or 90 days after the sale of the first TIF Obligations
Substantially complete remodeling of grocery store shell and deliver to tenant for interior finish and fixturing; subject to Section 3.3(c), below, complete remaining landlord Work necessary for grocery store operation	December 31, 2028
Commence development / redevelopment of 30,000 square feet of the other existing inline buildings within Redevelopment Project Area 1 or demolish improvements and return area to shovel-ready condition, or a combination thereof and, subject to Section 3.3(c), below, substantially complete such development/ redevelopment or demolition by June 30, 2029	June 30, 2028
Commence development / redevelopment of the balance of the other existing inline buildings within Redevelopment Project Area 1 or demolish improvements and return area to shovel-ready condition, or a combination thereof and, subject to Section 3.3(c), below, substantially complete such development / redevelopment or demolition by December 31, 2029; Substantially complete remaining Work relating to Redevelopment Project Area 1 by December 31, 2029	December 31, 2028
Subject to Section 3.3(c), commence Work within Redevelopment Project Area 2 implementing approved plans for redevelopment of such area (and substantially complete such work within 2 years thereafter) or demolish improvements and return area to shovel-ready condition	December 31, 2028

Subject to Section 3.3(c), commence Work within Redevelopment Project Area 3 implementing approved plans for redevelopment of such area (and substantially complete such work within 2 years thereafter) or demolish improvements and return area to shovel-ready condition	December 31, 2031
Subject to Section 3.3(c), commence Work within Redevelopment Project Areas 4-11 implementing approved plans for redevelopment of such areas (and substantially complete such work within 2 years thereafter) or demolish improvements and return area to shovel-ready condition	December 31, 2033

(b) The Developer and its project teams shall (1) submit monthly written reports to the City Council regarding the status of constructing the Work and leasing the commercial space included in the Redevelopment Project Areas (provided, the Developer does not have to disclose any tenants or prospective tenants that the Developer, in its sole discretion, determines the disclosure of which will harm lease negotiations or other business relationships, unless the City or its designated legal or financial consultants enter into a non-disclosure agreement to keep such information confidential) and (2) upon reasonable notice, meet with the City Manager and/or such other City staff and consultants as designated by the City Manager to review and discuss the design and construction of the Work to enable the City to monitor the status of construction and to determine that the Work is being performed and completed in accordance with this Agreement and the Municipal Code.

(c) The City and the Developer agree that the construction schedule shown in subsection (a), above, does not apply to interior tenant finishes or to outlot buildings. The Developer shall not be obligated to complete such items unless and until Developer completes acceptable arrangements with tenants, prospective tenants or users of such space, as applicable, and Developer shall not be obligated to demolish any improvements located on outlots unless required under the Municipal Code so long as Developer desires to maintain such improvements for potential reuse. For avoidance of doubt, no buildings currently located within Redevelopment Project Areas 1, 2 or 3 shall be deemed to be outlot buildings. With respect to Redevelopment Project Areas 7, 8 and 9, Developer shall at least remediate existing improvements to the extent necessary to comply with the provisions of Chapters 4 and 14 of the Municipal Code relating to external building conditions by December 31, 2033.

3.4. Construction of the Redevelopment Projects.

(a) Construction of the Work shall be pursued in a good and workmanlike manner in accordance with the terms of this Agreement.

(b) Before entering into a joint venture, co-developer or sub-development arrangement with an entity whose principals are not a Related Party (other than any such joint venture, co-developer or sub-development arrangement entered into to provide financing or financial resources and such entity is not being relied upon to provide development assistance), the Developer will provide the City Manager with

information reasonably demonstrating that such entity has sufficient expertise to carry out each component of the Redevelopment Projects for which such entity is responsible.

3.5. Construction Contracts; Insurance.

(a) The Developer may enter into one or more construction contracts to complete the Work. All construction contracts entered into by or on behalf of the Developer shall state that the contractor has no recourse against the City in connection with the contractor's construction of the applicable portion of the Work. The Developer will provide written notice to the City of any mechanic's or materialmen's liens filed against the Redevelopment Projects within 10 days of receipt of service of such lien. The Developer shall resolve all such liens within 60 days of receipt of service unless, before such time, the Developer provides a written explanation of the nature of the business dispute to the City Manager and the Developer continues to proceed in a commercially reasonable manner to resolve such dispute prior to the enforcement of any court order authorizing the foreclosure of such lien.

(b) The Developer shall obtain or shall require any contractor to obtain workers' compensation, commercial public liability and builder's risk insurance coverage in amounts required by the City pursuant to **Section 7.10** and shall deliver evidence of such insurance to the City. The Developer shall require that such insurance be maintained by the contractors for the duration of the construction of the applicable portion of the Work. The Developer shall be responsible for ensuring that contractors construct the Work in a good and workmanlike manner in accordance with the terms of this Agreement.

3.6. Competitive Bids; Prevailing Wage; Federal Work Authorization.

(a) The Developer shall comply with all federal, State and local laws relating to the construction of the Redevelopment Projects, including, but not limited to, Section 107.170, RSMo., and laws relating to the payment of prevailing wages and competitive bidding, to the extent such laws are applicable to the Redevelopment Projects or portions thereof.

(b) The Developer acknowledges that it must comply with Section 285.530, RSMo. regarding enrollment and participation in a federal work authorization program with respect to its employees working in connection with the Redevelopment Projects. The Developer represents and warrants that it is in compliance with Section 285.530, RSMo. at the time of execution of this Agreement and has provided a sworn affidavit and supporting documentation affirming participation in a qualified work authorization program as evidence thereof.

3.7. Governmental Approvals . The City agrees to cooperate with the Developer and to process and timely consider all complete applications for the Governmental Approvals as received, all in accordance with the applicable City ordinances and laws of the State.

3.8. Concept Site Plan; Approved Site Plans; Zoning.

(a) *Approval of Concept Site Plan; Approved Site Plans.* The City hereby approves the Concept Site Plan. Such approval does not exempt the Developer from any zoning or site plan review process required by the Municipal Code. The parties agree that the Approved Site Plans shall govern the ultimate design and construction of the Redevelopment Projects. Notwithstanding the foregoing, any site plan submitted by the Developer for approval as the Approved Site Plans must not, without the City's advance consent, result in such a change in the Redevelopment Projects as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act. The City agrees that the final development plans may include changes from the Concept Site Plan as Developer proceeds to implement the development, and that such changes will not require separate approval by the City pursuant to this

Agreement so long as such changes are substantially consistent with the Concept Site Plan and do not require any zoning or site plan review process, provided that all such changes shall be subject to the City's standard review procedures and approvals to the extent applicable.

(b) *Changes.* During the progress of the Work, the Developer may make changes to the Approved Site Plans as permitted by the Municipal Code.

(c) *Zoning.* The Developer will apply to the City for any zoning changes or variances required to construct and operate the Redevelopment Projects on the Property. Nothing in this Agreement is intended to alter the City's generally applicable procedures for land use approvals.

3.9 Construction Plans.

(a) The Construction Plans shall be prepared by one or more professional engineers or architects licensed to practice in the State. The Construction Plans and all construction practices and procedures with respect to the Work shall conform with all applicable State and local laws, ordinances and regulations, including, but not limited to, any performance, labor and material payment bonds required for public improvements. The Developer shall submit Construction Plans for approval by the City's Community Development Department in sufficient time to allow for review of the plans in accordance with applicable City ordinances and procedures and in accordance with the schedule set forth in **Section 3.3**. The plans shall be in sufficient completeness and detail to meet the requirements of the Municipal Code.

(b) Before commencement of construction or during the progress of the Work, the Developer may make such reasonable changes, including, without limitation, modification of the areas in which the Work is to be performed, relocation, expansion or deletion of items, revisions to the areas and scope of the Work, and any and all such other changes as site conditions or orderly development may dictate or as may be required to meet any reasonable requests of prospective tenants or purchasers of any real property located within the Redevelopment Area or as may be necessary or desirable, in the sole determination of the Developer, to enhance the economic viability of the Redevelopment Projects and as may be in furtherance of the general objectives of the Redevelopment Plan; provided that, (1) the Developer shall obtain all necessary approvals under, and comply with the requirements of, the Municipal Code, (2) any changes shall not result in an extension of the time for performance of any obligation under this Agreement, and (3) the Developer shall obtain the City's advance written consent to any change that would, in the opinion of the City Attorney or special counsel retained by the City, result in such a change in the Redevelopment Projects as would require compliance with the notice and hearing requirements of Section 99.825 of the TIF Act.

3.10. Special Development Conditions; Damage to Roads. The Developer acknowledges that in consideration of the public participation in financing Redevelopment Project Costs, the City expects that the Redevelopment Projects will include enhanced aesthetic features, including facades, landscaping and signage in similar or superior quality and design to the renderings attached hereto as **Exhibit E**.

The Developer shall use commercially reasonable efforts to perform the Work in a manner that prevents unreasonable damage, obstruction, or degradation of Washington Avenue, U.S. Highway 40 and South Noland Road (the "Designated Roadways"). The Developer shall be liable for any damage arising from its use of the Designated Roadways, as well as for any damage to the Designated Roadways caused by the Work, reasonable wear and tear excepted. The Developer shall promptly remove any debris, spills, or obstructions caused by its construction work. The Developer shall restore any portions of the Designated Roadway so damaged to a condition equal to or better than the condition prior to such damage, reasonable wear and tear excepted. Any restoration so required shall meet 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. If the City reasonably determines, after inspection and with reasonable documentation and evidence, that damage has occurred or restoration is inadequate, the City may require the Developer to correct deficiencies within a commercially reasonable time.

3.11. Tenant Selection; Prohibited Uses.

(a) The Developer agrees to use commercially reasonable efforts to secure high quality, unique users for the Redevelopment Projects (unique users being users that do not already have locations within 5 miles of the Redevelopment Area), provided that the City understands the Developer's goal of retaining certain existing users within the Redevelopment Area. For avoidance of doubt, the lease or sale of property within the Redevelopment Area to a user with location(s) within 5 miles of the Redevelopment Area shall not constitute a default under this Agreement. The City has determined that the relocation of the grocery store establishment commonly known as "Price Chopper" and currently located within the City at 4201 S. Noland Road, from that location into the Redevelopment Area is not a direct beneficiary of tax increment financing and approves such relocation without transfer of any EATS base.

(b) Unless approved in writing by the City, the following types of uses shall not be permitted within the Redevelopment Area: adult business; adult entertainment; adult book or video stores; liquor stores as a primary use (not including liquor sales within or relating to a grocery store); laundromats; marijuana-related businesses; smoke shops; pawn shops; payday loan, title loan, check-cashing and similar uses; secondhand stores that receive their inventory through donations; automobile sales, leasing and rental, ATV/RV/boat sales, repair, service and leasing; manufactured housing (mobile home) sales, service or leasing; trailer sales (as a primary business), service or leasing, or any display of trailers in front of stores or in primary parking areas (which, for avoidance of doubt, shall include all parking areas in front of retail buildings); self-service storage facilities; taxi dispatch yards and offices; or any lodging use that is rented or leased as a single housekeeping unit to guests for less than 30 consecutive nights in exchange for a fee, money, goods, services or other performances.

3.12. Certificate of Substantial Completion.

(a) Upon substantial completion of the Work, the Developer shall furnish a Certificate of Substantial Completion to the City. The Certificate of Substantial Completion shall be in substantially the form of **Exhibit C**.

(b) The appropriate City official shall diligently process the submitted Certificate of Substantial Completion, including making such inspections as may be reasonably necessary to verify the accuracy of the project architect's certifications accompanying the Certificate of Substantial Completion. The appropriate City official shall accept or reject the Certificate of Substantial Completion, and the accompanying certifications of the project architect, and shall do so in writing within 60 days following delivery to the City. If the City fails to approve or reject the Certificate of Substantial Completion in writing within such 60-day period, then the Developer shall notify the City in writing of its failure to take action on the Certificate of Substantial Completion and the City shall have 30 days from receipt of such notice to accept or reject the Certificate of Substantial Completion in writing. If the City has not accepted or rejected the Certificate of Substantial Completion within such 30-day period, the Certificate of Substantial Completion shall be deemed accepted by the City. If the appropriate City official rejects the Certificate of Substantial Completion and/or accompanying certifications, such rejection shall specify in reasonable detail in what respects the Developer has failed to complete the applicable Work in reasonable accordance with the provisions of this Agreement, or in what respects the Developer is otherwise in default, and what reasonable measures or acts the Developer must take or perform, in the opinion of such City official, to obtain such acceptance.

(c) Upon acceptance (or deemed acceptance) of the Certificate of Substantial Completion by the City, the Developer may record the Certificate of Substantial Completion with the Jackson County Recorder, and the same shall constitute evidence of the satisfaction of the Developer's agreements and covenants to perform the applicable Work in accordance with this Agreement.

3.13. Community Improvement District.

(a) The City and the Developer shall cooperate to cause the CID to (1) authorize and enter into the CID Cooperative Agreement, and (2) to authorize the extension of the CID Sales Tax at the rate of 1.0% for a period coinciding with any extension to the term of the CID approved by the City in 2026 and the imposition of the CID Special Assessment.

(b) The Developer shall take such steps as are necessary (including casting votes as a qualified voter under the CID Act) to cause the qualified voters within the CID to authorize the items described in subsection (a)(2), above.

(c) The City acknowledges that the CID is integral to the financing of the Redevelopment Projects, and in that regard City Staff will, at the Developer's expense, cooperate with and assist the Developer in proceedings relating to the amendment of the CID.

(d) While the TIF Obligations are outstanding, the CID will not issue any bonds, notes or other obligations and will not pledge the CID Sales Tax or CID Special Assessment revenues to the repayment of any obligation senior to or on parity with the TIF Obligations (provided that a subordinate pledge may be made while the TIF Obligations are outstanding only if allowed under the Financing Agreement).

(e) The parties agree that 50% of the revenues attributable to the CID Sales Tax will, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund, and the City will cause the CID to provide the necessary consents thereto (if any) required by Section 99.845.3 of the TIF Act. In addition, the City will cause the CID to transfer all other CID Revenues that constitute Available Revenues (i.e., CID Special Assessment Revenues and portion of CID Sales Tax revenues not required to be deposited into the Special Allocation Fund by operation of the TIF Act, less the CID Annual Operating Costs) to the Bond Trustee in accordance with the Financing Agreement and the Bond Indenture. Developer hereby consents to the transfers of CID Revenues as provided in this subsection.

(f) Once all TIF Obligations have been paid in full and all Reimbursable Redevelopment Project Costs, Developer-Paid City Administrative Costs and Reimbursable Interest have been paid, the City and the Developer will cooperate to cause the CID to be dissolved.

(g) So long as any TIF Obligations are outstanding, the CID Sales Tax and the CID Special Assessment may not be repealed or reduced.

(h) The CID has previously collected funds from a sales tax imposed within the CID at the time the CID was established ("Prior CID Sales Tax Collections"), and a portion of the Prior CID Sales Tax Collections are currently held by City. The Parties agree that, to the extent permitted by applicable law, the Prior CID Sales Tax Collections are Available Revenues and shall be distributed as such. If and to the extent that the Prior CID Sales Tax Collections may not, under applicable law, be treated as available revenues, then Developer shall have the continued right to obtain reimbursement from the Prior CID Sales Tax Collections for expenses incurred by Developer that are eligible for reimbursement from the Prior CID

Sales Tax Collections in accordance with the terms of the CID Act. In no event shat the Prior CID Sales Tax Collections be used to pay debt service on any TIF Obligations or other bonds.

3.14. Transportation Development District.

(a) The Developer shall cause the TDD, promptly following constitution of a board of directors, to (1) authorize and enter into the TDD Cooperative Agreement and (2) take such steps as are necessary (including casting votes as a qualified voter under the TDD Act) to impose the TDD Sales Tax.

(b) The Developer shall have the right from time to time to grant a proxy (the "Proxy") to the City Manager to allow the City Manager to cause the election of members of the board of directors of the TDD from time to time, and if Developer elects to grant the Proxy to the City Manager, the City Manager will act to exercise the Proxy to elect the board of directors of the TDD (any board of directors selected through such Proxy or otherwise consisting of a majority of members selected by the City being referred to as a "City Selected TDD Board").

(c) The City acknowledges that the TDD is integral to the financing of the Redevelopment Projects, and in that regard the City will, at the Developer's expense, cooperate with and assist the Developer in proceedings relating to the creation and certification of the TDD.

(d) While the TIF Obligations are outstanding, the TDD will not issue any bonds, notes and other obligations and will not pledge the TDD Sales Tax revenues to the repayment of any obligation senior to or on parity with the TIF Obligations (provided that a subordinate pledge may be made while the TIF Obligations are outstanding only if allowed under the Financing Agreement).

(e) The parties agree that 50% of the revenues attributable to the TDD Sales Tax will, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund, and the Developer (or the City in the case of a City Selected TDD Board) will cause the TDD to provide the necessary consents thereto required by Section 99.845.3 of the TIF Act. In addition, the Developer (or the City in the case of a City Selected TDD Board) will cause the TDD to transfer all other TDD Revenues that constitute Available Revenues (i.e., the portion of TDD Sales Tax revenues not required to be deposited into the Special Allocation Fund by operation of the TIF Act, less the TDD Annual Operating Costs) to the Bond Trustee in accordance with the Financing Agreement and the Bond Indenture. Developer hereby consents to the transfers of TDD Revenues as provided in this subsection.

(f) Once all TIF Obligations have been paid in full and all Reimbursable Redevelopment Project Costs, Developer-Paid City Administrative Costs and Reimbursable Interest have been paid, the City and the Developer will cooperate to cause the TDD to be dissolved.

(g) So long as any TIF Obligations are outstanding, the TDD Sales Tax may not be repealed or reduced.

3.15. Sales Tax Exemption on Construction Materials. In order to provide sales tax exemption on construction materials used or consumed in the process of constructing the Redevelopment Projects, the City has approved a plan for industrial development (a "Chapter 100 Plan") pursuant to 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 ("Chapter 100") for the Redevelopment Projects. Under the Chapter 100 Plan, the City will (1) take title to the portion of the Property underlying a Redevelopment Project during the construction period for the Work associated with such Redevelopment Project, after which point title will be conveyed back to the Developer, and (2) issue industrial development revenue

bonds ("Chapter 100 Bonds") in an amount equal to the total costs of the Redevelopment Projects. The Chapter 100 Bonds shall be issued under documents acceptable to the City and shall provide for the City to grant its sales tax exemption certificate for the Redevelopment Projects, provided that the Developer indemnifies the City for any use of the sales tax exemption certificate found to be unlawful by the Missouri Department of Revenue. If the implementation of Chapter 100 results in the base property tax certification for any Redevelopment Project Area being reduced below the assessed value of real property within such Redevelopment Project Area for tax year 2026, as finally established following completion of any appeals of such assessed value, an additional amount of PILOTS shall be declared surplus in each year such that the taxes flowing to the taxing districts from the certified base plus such additional surplus equals the taxes that would have been due to the taxing jurisdictions if the base had been certified at an amount equal to the assessed value of real property within such Redevelopment Project Area for tax year 2026.

ARTICLE IV

REIMBURSEMENT OF DEVELOPER COSTS

4.1. City's Obligation to Reimburse Developer. The City agrees to reimburse the Developer, but solely from Available Revenues and Bond Proceeds, for approved Reimbursable Redevelopment Project Costs, Developer-Paid City Administrative Costs and Reimbursable Interest. Issuance Costs shall be paid solely from proceeds from the sale of TIF Obligations. The total amount to be paid to the Developer under this Agreement shall not exceed the Maximum Developer Reimbursement Amount. All payments to the Developer under this Agreement, whether from Bond Proceeds, TIF Revenues, CID Revenues, TDD Revenues or Sales Tax Rebate Revenues shall be counted toward the Maximum Developer Reimbursement Amount, provided that the amounts of Reimbursable Interest and Developer-Paid City Administrative Costs to be paid are not limited by that definition.

4.2. Reimbursable Redevelopment Project Cost Approval Process. Reimbursements to the Developer are limited to costs that qualify as "redevelopment project costs" under Section 99.805(15) of the TIF Act. Reimbursable Redevelopment Project Costs incurred by the Developer will be eligible for reimbursement upon compliance with the following procedures:

(a) The Developer may submit to the City a Certificate of Reimbursable Redevelopment Project Costs in substantially the form attached as **Exhibit D** hereto. Such Certificate shall be accompanied by itemized invoices, receipts or other information that will demonstrate that any cost has been incurred and qualifies for reimbursement pursuant to this Agreement.

(b) The City shall notify the Developer in writing within 30 days after each submission of its approval or disapproval of the costs identified in each Certificate of Reimbursable Redevelopment Project Costs. If the City determines that any cost identified as a Reimbursable Redevelopment Project Cost is not a Reimbursable Redevelopment Project Cost under this Agreement, the City shall so notify the Developer in writing within 30 days after the submission, identifying the ineligible cost and the basis for determining the cost to be ineligible. The Developer shall then have the right to identify and substitute other Redevelopment Project Costs as Reimbursable Redevelopment Project Costs, which shall be included with a supplemental application for payment submitted within 15 days after the City's notification of any ineligible costs. The City shall then review and notify the Developer in writing within 30 days after submission of its approval or disapproval of the costs identified in the supplemental application for payment. If the City fails to approve or disapprove the Certificate of Reimbursable Redevelopment Project Costs within 30 days of submission, the Certificate shall be deemed approved. The amount of Reimbursable Redevelopment Project Costs included in all approved Certificates of

Reimbursable Redevelopment Project Costs shall not exceed the Maximum Project Cost Reimbursement Amount. The City will process and approve each Certificate of Reimbursable Redevelopment Project Costs submitted by Developer in accordance with the provisions of this **Section 4.2** regardless of whether there are sufficient funds available, either from Bond Proceeds or from Available Revenues (including amounts held the Special Allocation Fund), to reimburse Developer for the Reimbursable Redevelopment Project Costs included in such Certificate of Reimbursable Redevelopment Project Costs.

(c) The Developer shall provide such information, books and records as the City may reasonably request for the City to confirm that any cost submitted qualifies as a Reimbursable Redevelopment Project Cost under this Agreement and has been incurred and paid by the Developer or will be paid from the Project Fund upon approval of the Certificate. The City may retain such consultants as it deems necessary in connection with such review, the cost of which shall be paid from the funds deposited pursuant to **Section 2.2(b)**.

(d) Reimbursable Redevelopment Project Costs shall include only costs for those categories of Redevelopment Project Costs set forth in the Project Budget set out in **Exhibit F** under the "Reimbursable Redevelopment Project Costs" column. The amounts provided as reimbursement for any line-item of costs in the "Reimbursable Redevelopment Project Costs" column may exceed the amounts for each such line-item set forth in **Exhibit F**; provided that (1) the amounts approved as Reimbursable Redevelopment Project Costs for any line-item shall not exceed 115% of the amount shown for such line-item in the "Reimbursable Redevelopment Project Costs" column without the prior consent of the City (such consent to be granted in the sole discretion of the City), provided that the amount shown as "Contingency" in the "Reimbursable Redevelopment Project Costs" column may be allocated to any line item to which Reimbursable Redevelopment Project Costs are allocated in such column without the consent of the City, (2) no line item in the "Reimbursable Redevelopment Project Costs" column for which a zero value is shown shall be the basis for any Reimbursable Redevelopment Project Costs, and (3) the total reimbursement to the Developer for all Reimbursable Redevelopment Project Costs shall not exceed the Maximum Developer Reimbursement Amount.

4.3. City's Obligations Limited to Available Revenues and Bond Proceeds. Notwithstanding any other term or provision of this Agreement, the City shall have no obligation to make any payment under this Agreement other than from Bond Proceeds and from Available Revenues (including amounts held the Special Allocation Fund). The City shall have no liability for the failure of such sources of revenue to provide full reimbursement of all costs incurred by the Developer that are otherwise reimbursable under this Agreement.

4.4. Interest on Reimbursable Redevelopment Project Costs. Reimbursable Redevelopment Project Costs which have been approved by the City through a Certificate of Reimbursable Redevelopment Project Costs submitted in accordance with this Agreement shall accrue simple interest at the Lender Rate for such costs starting on the day that such costs are paid by the Developer (whether from Loan proceeds or otherwise), as certified to the City by the Developer on **Schedule 1** to **Exhibit D** hereto, until the principal amount of such approved Reimbursable Redevelopment Project Costs are paid, or until this Agreement is terminated as provided herein. Interest due on approved Reimbursable Redevelopment Project Costs shall be calculated by the City and shall constitute Reimbursable Interest under this Agreement. Unpaid Reimbursable Interest shall accrue but shall not be compounded. Upon request, the Developer shall provide all documentation necessary to substantiate the date of payment of costs and the Lender Rate applicable to any particular cost.

4.5. Public Participation Limits. In order to ensure that the public assistance being provided to the Redevelopment Projects does not subsidize an unreasonable level of earnings for the Developer, the parties agree that a reasonable level of earnings for the combined Redevelopment Area is a cumulative unleveraged annual rate of return (the "*Cumulative Annual Rate of Return*") on the Private Investment (defined below) of 15%. The amount of Private Investment shall be reduced by the net proceeds of any sale of property in the Redevelopment Area by the Developer or other entities affiliated with the Developer.

A. *Cash Flow.* If as of the last day of each calendar year after the date of this Agreement and prior to the date that is 23 years from the date of adoption of the TIF Activation Ordinance relating to the last-approved Redevelopment Project, the cumulative Net Cash Flow (as hereinafter defined) exceeds the cash flow necessary to generate an unleveraged Cumulative Annual Rate of Return of 15% on the Private Investment, the City Share (as hereinafter defined) of such excess shall be contributed to the City for use to expedite retirement of the TIF Obligations.

B. *Developer Financial Information*.

1. The Developer shall annually submit a complete written financial statement to the City in a format reasonably acceptable to the City showing in reasonable detail the calculation of actual earnings from the Redevelopment Area and Net Cash Flow. Such statement shall include the income inuring to the Developer, its affiliates, successors and assigns, and attributable to all parts of the Redevelopment Area. The financial statement shall include only those expenses which are reasonable and necessary to the operation of the Redevelopment Area and are directly attributable thereto. The financial statement shall not include any indirect general administrative expenses or charge backs.

2. The Developer shall also annually submit to the City a statement setting forth in detail reasonably acceptable to the City the amount of Private Investment by the Developer and the month in which each item constituting a component of the Private Investment was expended (it being agreed that Developer shall be entitled to a return upon each such amount constituting a component of the Private Investment from the date the Private Investment was made), and the total amount of all net proceeds of any sale of property in the Redevelopment Area by the Developer, together with a calculation of Developer's then-current Cumulative Annual Rate of Return on Private Investment in accordance with the provisions of this Section.

3. All such statements shall be certified to by the Developer's chief financial officer and shall be prepared in accordance with accounting principles generally accepted in the United States of America, consistently applied (except as otherwise specified herein) and shall be accompanied by the payment required under this Section. The Developer shall provide such statements within 180 days after the end of each calendar year following the execution of this Agreement. Upon request from the City, the Developer shall provide such additional information or documentation as the City shall reasonably require to verify or confirm the information set forth in such statements or to otherwise determine the Developer's obligations hereunder and compliance with the requirements hereof.

C. *Audit Right*. Upon 10 days prior written notice, *the* City may cause an audit of *the* Developer's statements and calculations referred to herein by City's staff or consultant. If, as a result of any such audit, *the* City believes that *the* Developer owes *the* City more money than has been *remitted* by *the* Developer as heretofore described, then *the* City shall inform *the* Developer of its position in writing along with providing reasonable details and the material basis for *the* City's position. *The* Developer and *the* City shall meet and discuss their conflicting positions (the "Audit Meeting"). If after the Audit Meeting, *the* City and *the* Developer are not in agreement, then *the* Developer may request the conflict be reviewed

by the City Council. If the audit indicates that *the* Developer has under-reported *the City Share* by 3.*0*% or greater, *the* Developer shall immediately remit the shortfall to *the* City, as well as all costs of *the* City's audit, subsequent to the Audit Meeting and review by the City Council (if requested by *the* Developer).

D. *Definition of Public Participation Terms*. For purposes of this Section, the following terms shall have the meaning*s* set forth below:

1. "*City Share*" means 25% of any Overage.

2. "*Net Cash Flow*" means the net operating income of the Developer and all entities affiliated with the Developer from the combined Redevelopment Area, determined in accordance with accounting principles generally accepted in the United States of America, consistently applied (except as otherwise specified herein), for each calendar year. In determining the net operating income from the Redevelopment Area there shall be no reduction for (a) debt service principal, depreciation, amortization, interest payments, reserve deposits or any other non-cash charges, nor (b) any costs or expenses relating to sales of real property in the Redevelopment Area. Net Cash Flow shall not include the amount of any Overage for which a payment of City Share has been previously made to the City.

3. *"Overage"* means the amount by which the cumulative Net Cash Flow exceeds the cash flow necessary to generate the Developer's unleveraged Cumulative Annual Rate of Return of 15% on the Private Investment.

3. "*Private Investment*" means the total cost, determined as of the last day of each calendar year, of the Redevelopment Project Costs which are paid by the Developer or its affiliates from cash or the proceeds of Private Loans and which are not reimbursed or paid from proceeds of TIF Obligations or Available Revenues, as determined in accordance with generally accepted accounting principles consistently applied, reduced by all net proceeds (after deduction of reasonable costs and expenses of such sale) from sale of real property in the Redevelopment Area.

4. *"Private Loan"* means any loan made to the Developer to pay Redevelopment Project Costs, which loan is not a TIF Obligation or otherwise paid from Available Revenues.

E. *Financial Statements*. The Developer shall annually submit to City, within 180 days after the close of Developer's fiscal year, financial statements of Developer, prepared by a certified public accounting firm and certified by a financial officer of Developer to be true and correct to the best of such officer's knowledge.

F. *Termination of Provision*. Following the sale of any property in the Redevelopment Area to a third party not affiliated with the Developer and the inclusion of the result of such sale in the calculation of public participation under this Section, such property and its income and expenses will excluded from future public participation calculations. The provisions of this **Section 4.5** will terminate at such time as the Developer has (1) sold all or substantially all of the real estate in the Redevelopment Area to a third party not affiliated with the Developer and the result of such sale has been included in the calculation of public participation under this Section and (2) either (a) received payment for all Reimbursable Redevelopment Project Costs, Developer-Paid City Administrative Costs and Reimbursable Interest, or (b) transferred the right to such payment to a third party not affiliated with the Developer in connection with a sale of real estate in the Redevelopment Area.

ARTICLE V

TIF OBLIGATIONS

5.1. Issuance of TIF Obligations. The Developer shall cause the CID and the TDD to cooperate with the IDA to issue to TIF Obligations, and the City shall request the IDA to issue such TIF Obligations, subject to the following conditions:

(a) the City shall select Bond Counsel and the Bond Trustee for any TIF Obligations;

(b) the Developer may select the underwriter or placement agent for the TIF Obligations, subject to the approval of the City Manager, which shall not be unreasonably withheld;

(c) the CID, the TDD, the IDA and (in the City's sole discretion) the City shall enter into a Financing Agreement providing the for the transfer of Available Revenues to the Bond Trustee for application under the Bond Indenture, *provided that*, should the City decide not to enter into a Financing Agreement with respect to the TIF Obligations, the City shall execute a certificate in connection with the TIF Obligations recognizing such obligations as TIF Obligations under this Agreement and stating that the transfers of Available Revenues required of the City with respect to the TIF Obligations under this Agreement will be made with respect to such obligations;

(d) the City shall have approved the Bond Indenture in substantially final form;

(e) at the time of issuance, no default or event of default has occurred and is continuing, nor has the City issued any notice to Developer under **Section 7.6** with respect to any event that has occurred and is continuing which with the lapse of time would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement;

(f) the Developer shall have (or will simultaneously with the issuance of the TIF Obligations) enter into a guaranteed maximum price construction contract or contracts for the construction of the applicable portion of the Redevelopment Projects included in the bond underwriting;

(g) the Developer shall have provided (1) to the City's reasonable satisfaction, evidence of commitments to build the applicable improvements included in the Redevelopment Projects that are included in the bond underwriting, and (2) to the reasonable satisfaction of the underwriter or placement agent, evidence of the execution of leases with any major tenants necessary to support the bond underwriting having minimum terms sufficient to support the bond underwriting;

(h) the payments to be made under the TIF Obligations must not exceed the Available Revenues reasonably anticipated to be available for repayment of the TIF Obligations, as set out in a revenue study produced by a consultant acceptable to the City;

(i) the IDA, in consultation with its (or the City's) financial advisor and the underwriter or placement agent, determines that a reasonably prudent issuer of municipal securities would find that the then-current market conditions are sufficient to support the proposed issuance of TIF Obligations; and

(j) each issue of TIF Obligations shall provide sufficient funds to pay all Issuance Costs relating to such TIF Obligations.

Notwithstanding the foregoing, the City and the Developer agree and acknowledge that additional conditions and restrictions on the issuance of TIF Obligations and the use of Bond Proceeds may be included in the Financing Agreement and the Bond Indenture. Following issuance of the initial TIF Obligations, the Developer shall cooperate and the City shall request the IDA to cooperate, from time to time (and subject to the IDA's determination of acceptable market conditions in similar manner to (i) above), to issue additional TIF Obligations to (1) reimburse any remaining Reimbursable Redevelopment Project Costs not paid from Bond Proceeds from prior TIF Obligations (but not to exceed the Maximum Developer Reimbursement Amount) and (2) refund any previously issued TIF Obligations to achieve interest cost savings or to restructure debt service for the purpose of providing additional reimbursement of remaining Reimbursable Redevelopment Project Costs.

Under no circumstances shall the City be liable for any failure of the IDA to issue TIF Obligations. The City makes no guarantee that TIF Obligations will be marketable or that the IDA will approve the issuance of TIF Obligations. The City itself will not issue any TIF Obligations. The City will not be required to participate in the preparation of or give representations with respect to the content of any offering documents relating to the TIF Obligations.

If for any reason the IDA shall determine not to proceed with the issuance of the TIF Obligations, the Developer shall have the right to seek to engage another issuer for the TIF Obligations, and City agrees to consider in good faith an alternative issuer identified by the Developer so long as such alternative issuer does not seek to impose any requirements or obligations upon the City that are not acceptable to the City in its sole discretion.

5.2. Cooperation in the Issuance and Administration of TIF Obligations.

(a) If the IDA issues TIF Obligations, the Developer covenants to cooperate and take all reasonable actions necessary to assist the IDA, Bond Counsel, underwriters and financial advisors in the preparation of offering statements, private placement memorandum or other disclosure documents and all other documents necessary to market and sell the TIF Obligations, including (1) disclosure of tenants of the Redevelopment Area and the non-financial terms of the leases and operating agreements between the Developer and such tenants, and (2) providing sufficiently detailed estimates of Reimbursable Redevelopment Project Costs so as to enable Bond Counsel to render its opinion as to the tax-exemption of TIF Obligations and to analyze the applicability of the various sources of Available Revenues. The Developer shall, if requested by the City, execute a continuing disclosure agreement or undertaking, whereby the Developer will be required to provide annual updates to certain operating information, including the information regarding tenant leases described above, and notice of certain events. The Developer will not be required to disclose to the general public or any investor the rent payable under any such lease or any proprietary or confidential financial information pertaining to the Developer, its tenants or the leases with its tenants, but upon the execution of a confidentiality agreement acceptable to the Developer, the Developer will provide such information to the City's financial advisor and to the underwriter and its counsel to enable such parties to satisfy their due diligence obligations. Such compliance obligation shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

(b) Except for the certificate described in **Section 5.1(c)**, above, the execution of any documents relating to the TIF Obligations by the City shall be in the sole discretion of the City. It should be assumed that the City's maximum involvement in terms of taking on duties or obligations relating to the TIF Obligations will be the transfer of Available Revenues held by the City to the Bond Trustee and that the City will not agree to any other payment, reporting or other obligations relating to the TIF Obligations.

5.3. City to Select Financial Advisor; Term and Interest Rate of TIF Obligations. The City shall have the right to select its own financial advisor in connection with the issuance of the TIF Obligations, the fees of which advisor shall be paid as Issuance Costs. Prior to the selection of such financial advisor, the City shall provide Developer ten (10) days' notice of such intended selection during which time Developer may (on a one-time basis only) request reconsideration by the City of such selection. The City's consideration or rejection of the Developer's request for reconsideration shall be in the City's sole discretion. The TIF Obligations shall bear interest at such rates, shall be subject to redemption and shall have such terms as the City and the Developer shall agree, following consultation with the underwriter, financial advisors and consultants.

5.4. No Other Obligations or Uses of Available Revenues. The City shall not issue any other indebtedness or obligations secured by Available Revenues deposited into the account of the Special Allocation Fund from which the TIF Obligations are or will be secured. Following the redemption and payment in full of the TIF Obligations and payment of any remaining Reimbursable Redevelopment Project Costs, Developer-Paid City Administrative Costs and Reimbursable Interest, the City may dissolve the Special Allocation Fund; provided, however, that City will provide thirty (30) days prior written notice to Developer before proceeding with such dissolution (but further provided that the City shall have no monetary liability to the Developer for failure to give such notice).

ARTICLE VI

SPECIAL ALLOCATION FUND; COLLECTION AND USE OF REVENUES

6.1. Special Allocation Fund. The City agrees to cause its finance department to maintain the Special Allocation Fund, including within such fund a "*PILOTS Account,*" an "*EATS Account*" and a "*Sales Tax Rebate Revenues Account*." Subject to the requirements of the TIF Act and, with respect to Economic Activity Taxes and Sales Tax Rebate Revenues, subject to annual appropriation by the City Council, the City will, promptly upon receipt thereof, deposit all Payments in Lieu of Taxes generated from the Redevelopment Area into the PILOTS Account, all Economic Activity Taxes generated from the Redevelopment Area into the EATS Account and all Sales Tax Rebate Revenues generated from the Redevelopment Area into the Sales Tax Rebate Revenues Account. The City shall take such actions as it deems reasonable to cause the county assessor, the county collector, and the Missouri Department of Revenue to perform all duties required to be performed pursuant to Section 99.845 of the TIF Act. The City shall establish subaccounts for each account in the Special Allocation Fund for each of the Redevelopment Project Areas and track Payments in Lieu of Taxes, Economic Activity Taxes and Sales Tax Rebate Revenues separately for each Redevelopment Project Area.

(a) *Certificate of Total Initial Equalized Assessed Value*. The City shall provide to the Developer, within 30 days after the City's receipt thereof for each Redevelopment Project Area, the Jackson County Assessor's calculation of the total initial assessed value of all taxable property within such Redevelopment Project Area, determined pursuant to Section 99.855.1 of the TIF Act.

(b) *Certificate of Initial Economic Activity Tax Revenues*. The City shall provide to the Developer and shall file with Jackson County, within 30 days after the City's adoption of the TIF Activation Ordinance for each Redevelopment Project Area, a certification of the total additional revenues from Economic Activity Taxes that are eligible pursuant to the TIF Act or other Missouri law for deposit into the Special Allocation Fund and which were imposed by the City or other taxing districts for economic activities within such Redevelopment Project Area in the

calendar year prior to the adoption of tax increment financing for such Redevelopment Project Area.

(c) *Consent to Release of Sales Tax Information.* If there are five (5) or fewer tenants generating sales taxes within any portion of the Redevelopment Area, the CID or the TDD for which disclosure becomes necessary (as determined by law, contract or the deal group involved in an issuance of TIF Obligations) in connection with the issuance of or continuing disclosure obligations with respect to any TIF Obligations or compliance with other legally mandated reporting requirements, the Developer shall use commercially reasonable efforts to cause each such tenant to deliver a consent to disclose sales tax information allowing the IDA, City, the CID and the TDD to make public sales tax information for the purposes of (1) complying with reporting requirements contained in the TIF Act, the CID Act and the TDD Act, (2) providing such information to the Trustee for any TIF Obligations and (3) making certain disclosures associated with any offering of TIF Obligations. Receipt of such consent, to the extent required by this subsection, shall be a prerequisite to the disclosure of sales tax collections information in connection with the offering of TIF Obligations.

6.2. Application of Available Revenues.

(a) Available Revenues will be applied in the manner required by the Financing Agreement and the Bond Indenture during the time that any TIF Obligations are outstanding.

(b) The City and the Developer agree that Available Revenues may, if recommended by Bond Counsel and approved by the Developer, be separated so that portions of the Available Revenues are used to pay separate series of TIF Obligations.

(c) The City agrees to direct the officer of the City charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the City Council for each fiscal year a request to appropriate all moneys in the EATS Account and the Sales Tax Rebate Revenues Account to the applications described in this Section and in the Bond Indenture.

(d) Following the redemption and payment in full of the TIF Obligations, or otherwise during any time that no TIF Obligations are outstanding, the Available Revenues shall be applied as follows:

The TIF Revenues and Sales Tax Rebate Revenues shall be applied in the following order of priority:

1. Payment of the City Administration Fee;

2. Reimbursement to the City for any costs of the City incurred pursuant to Section 7.17 or otherwise in the enforcement of any provision of this Agreement or in defense of the establishment, existence or implementation of the Redevelopment Plan or Redevelopment Projects, to the extent not paid or reimbursed to the City by the Developer;

3. Payment of Reimbursable Interest; and

4. Reimbursement to the Developer for any amounts paid to the City as reimbursement or indemnification for costs incurred by the City or for costs directly incurred by the Developer in the enforcement of any provision of this Agreement (unless stemming from a default by the Developer) or in defense of the establishment, existence or implementation of the Redevelopment Plan or Redevelopment Projects;

5. Payment of Developer-Paid City Administrative Costs;

6. Payment of the principal of the Developer's approved Reimbursable Redevelopment Project Costs.

The CID Revenues shall be applied in the following order of priority:

1. Payment of the CID Annual Operating Costs;

2. Reimbursement to the City and/or the CID for any costs incurred in the enforcement of any provision of the CID Cooperative Agreement or in defense of the establishment, existence or implementation of the CID, to the extent not paid or reimbursed to the City or CID, as applicable, by the Developer;

3. Payment of Reimbursable Interest on the Developer's approved Reimbursable Redevelopment Project Costs that are eligible for payment from the CID Revenues; and

4. Reimbursement to the Developer for any amounts paid to the City or CID as reimbursement or indemnification for costs incurred by the City or CID, or for costs directly incurred by the Developer in the enforcement of any provision of the CID Cooperative Agreement (unless stemming from a default by the Developer) or in defense of the establishment, existence or implementation of the CID;

5. Payment of Developer-Paid City Administrative Costs that are eligible for payment from the CID Revenues;

6. Payment of the principal of the Developer's approved Reimbursable Redevelopment Project Costs that are eligible for payment from the CID Revenues.

The TDD Revenues shall be applied in the following order of priority:

1. Payment of the TDD Annual Operating Costs;

2. Reimbursement to the City and/or the TDD for any costs incurred in the enforcement of any provision of the TDD Cooperative Agreement or in defense of the establishment, existence or implementation of the TDD, to the extent not paid or reimbursed to the City or TDD, as applicable, by the Developer;

3. Payment of the Reimbursable Interest on the Developer's approved Reimbursable Redevelopment Project Costs that are eligible for payment from the TDD Revenues; and

4. Reimbursement to the Developer for any amounts paid to the City or TDD as reimbursement or indemnification for costs incurred by the City or TDD, or for costs directly incurred by the Developer in the enforcement of any provision of the TDD Cooperative Agreement (unless stemming from a default by the Developer) or in defense of the establishment, existence or implementation of the TDD;

5. Payment of Developer-Paid City Administrative Costs that are eligible for payment from the TDD Revenues;

6. Payment of the principal of the Developer's approved Reimbursable Redevelopment Project Costs that are eligible for payment from the TDD Revenues.

The Developer shall cause the CID and the TDD to enter into Cooperative Agreements with provisions relating to the CID Revenues and TDD Revenues that reflect the terms of this Section.

(e) In accordance with the Redevelopment Plan, 50% of the PILOTS deposited into the PILOTS Account of the Special Allocation Fund is hereby declared as surplus by the City. Such declaration of surplus shall continue at a level of 50% throughout the entire term of the Redevelopment Plan and this Agreement. Any Surplus PILOTS received by the City shall be separately accounted for in the PILOTs Account of the Special Allocation Fund and distributed in accordance with this paragraph, less the City Administration Fee attributable to such Surplus PILOTS. The City shall, or, if an agreement between the City and County has been executed for such purpose then the county collector shall on behalf of the City, pay such Surplus PILOTS to the appropriate taxing districts affected by the Redevelopment Projects as provided in the TIF Act. Such declaration of Surplus PILOTS may not be modified by any subsequent agreement, contract, indenture, or other legal document and any attempted modification shall be void and have no effect on the amount of Surplus PILOTS distributed to the appropriate taxing districts.

6.3. Developer Cooperation in Determining Available Revenues.

(a) The Developer (or its successor(s) in interest as an owner or owner(s) of the affected portion(s) of the Redevelopment Area) shall:

(1) contractually obligate each "seller" (as that term is defined in Section 144.010(10) of the Revised Statutes of Missouri, as amended) that has multiple business operations within the City and that operates within the Redevelopment Area under a New or Renegotiated Lease to file a separate Missouri Department of Revenue Form 53-1 for each location in order to separately identify and declare all sales taxes originating within the Redevelopment Area;

(2) contractually obligate each "seller" (as that term is defined in Section 144.010(10), RSMo.) that operates within the Redevelopment Area under a New or Renegotiated Lease to supply or cause to be promptly supplied to the City, monthly sales tax information of such "seller" in a form substantially similar to the monthly sales tax returns filed with the Missouri Department of Revenue;

(3) make good faith efforts to assist the City in compiling any information that the City must publicly report, including, without limitation, the information required by Section 99.865.1 of the TIF Act; and

(4) include a provision in every new or amended lease, purchase agreement or similar agreement requiring any lessee, purchaser or transferee of real property or other user of real property located within the Redevelopment Area that states:

> **Economic Activity Taxes:** [*Tenant/Purchaser/Transferee*] acknowledges that the [Premises] are a part of a tax increment financing redevelopment area (the "TIF District") created by the City of Independence, Missouri (the "City") and that certain taxes generated by [*Tenant/Purchaser/Transferee*]'s economic activities, including sales taxes, will be applied toward the costs of improvements for the development that the [Premises] are part of. Upon the request of [*Landlord/Seller/Transferor*] or the City, [*Tenant/Purchaser/Transferee*] shall forward to the City monthly or quarterly, as applicable, sales tax information in a form substantially similar to the sales tax returns filed

with the Missouri Department of Revenue for its property located in the TIF District, and, upon request, shall provide such other reports and returns regarding other local taxes generated by [*Tenant/Purchaser/Transferee*]'s economic activities in the TIF District as the City shall require, all in the format prescribed by them. Sales tax confidentiality shall be protected by the City as required by law. [*Tenant/Purchaser/Transferee*] acknowledges that the City is a third-party beneficiary of the obligations in this Section, and that the City may enforce these obligations in any manner provided by law.

Alternate language may be used by the Developer if such language is approved by the City Attorney. At the request of the City, the Developer shall provide a certification to the City confirming that a lease, purchase agreement or similar agreement includes the provisions satisfying the Developer' obligation as set forth above.

(b) The Developer hereby waives any claim to utility tax revenues and hereby agrees to bring no suit, claim or other action against the City seeking the deposit of utility tax revenues into the Special Allocation Fund. Any utility tax revenues generated from the Redevelopment Area are hereby declared to be surplus by the City pursuant to the TIF Act. The Developer hereby acknowledges and agrees that the City will not be able to readily determine whether use tax revenues are generated within the Redevelopment Area and, therefore, subject to tax increment financing. Accordingly, the Developer hereby waives any claim to use tax revenues as having been generated in the Redevelopment Area, and hereby agrees to bring no suit, claim or other action against the City seeking deposit of use tax revenues into the Special Allocation Fund. To the extent any use tax revenues generated in Redevelopment Area qualify as Economic Activity Taxes, such taxes shall be declared as surplus under the TIF Act.

6.4. Obligation to Report EATS, CID Sales Tax and TDD Sales Tax. Any purchaser or transferee of the Property, and any lessee or other user of the Property required to pay EATS, CID Sales Tax and the TDD Sales Tax that leases its premises after the date of this Agreement, shall use all reasonable efforts to timely furnish to the City such documentation as is required by **Section 6.3**. So long as any TIF Obligations are outstanding, the Developer shall cause such obligation to be a covenant running with the land and shall be enforceable as if such purchaser, transferee, lessee or other user of such real property were originally a party to and bound by this Agreement; subject, however, to the provisions of existing leases of premises located in the Redevelopment Area.

ARTICLE VII

GENERAL PROVISIONS

7.1. Developer's Right of Termination. At any time prior to the issuance of the TIF Obligations, the Developer may, by giving written notice to the City, abandon the Work and terminate this Agreement and the Developer's obligations hereunder (except as may expressly survive termination) if the Developer determines, in its sole discretion, that the Redevelopment Projects are no longer economically feasible.

7.2. City's Right of Termination. The City may terminate the Developer's right to reimbursement of Reimbursable Redevelopment Project Costs, Developer-Paid City Administrative Costs and Reimbursable Interest under this Agreement, *other than those costs previously approved by the City*, at any time prior to the delivery of the Certificate of Substantial Completion if:

(1) the Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach pursuant to **Section 7.6** (subject to extension in accordance with **Section 7.7**), or materially breaches any representation or warranty contained in **Section 8.2;** or

(2) the Developer fails to complete the Work within the time set forth in **Section 3.3(a)** (subject to extension in accordance with **Section 7.7**).

7.3. Results of Termination. If this Agreement is terminated in whole or in part pursuant to **Section 7.1**, then the City shall have no further obligation to reimburse the Developer for any amounts advanced under this Agreement, any remaining Reimbursable Redevelopment Project Costs, Developer-Paid City Administrative Costs or Reimbursable Interest, or any other costs otherwise incurred or paid by the Developer with respect to the Redevelopment Projects (however, any previously issued TIF Obligations will remain outstanding and payable from Available Revenues as provided in the Financing Agreement and the Bond Indenture). If rights of the Developer under this Agreement are terminated as described in **Section 7.2**, then the City shall have no obligation to reimburse the Developer for any amounts advanced under this Agreement, any remaining Reimbursable Redevelopment Project Costs, Developer-Paid City Administrative Costs or Reimbursable Interest, or any other costs otherwise incurred or paid by the Developer with respect to the Redevelopment Projects, *other than those costs previously approved by the City* (however, any previously issued TIF Obligations will remain outstanding and payable from Available Revenues as provided in the Financing Agreement and the Bond Indenture).

7.4. Term of Agreement. This Agreement, and all of the rights and obligations of the parties hereunder, shall terminate and shall become null and void on that date which is the earliest of (a) 23 years from the date of adoption of the TIF Activation Ordinance relating to the last-approved Redevelopment Project, (b) the payment of all Reimbursable Redevelopment Project Costs, Developer-Paid City Administrative Costs and Reimbursable Interest and the retirement in full of all TIF Obligations, or (c) the delivery of a written notice by the City (and recordation of a copy of such notice with the Jackson County Recorder) that this Agreement has been fully terminated pursuant to **Section 7.1** or **7.2**.

7.5. Successors and Assigns; Transfers to Tax-Exempt Organizations.

(a) *Successor and Assigns.*

(1) This Agreement shall be binding on and shall inure to the benefit of the parties named herein and their respective successors and assigns.

(2) Without limiting the generality of the foregoing and subject to subpart (3) below, all or any part of the Redevelopment Area or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after redevelopment of the Redevelopment Projects, whereupon the party disposing of its interest in any portion of the Redevelopment Area or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement with respect thereto (although any such portion of the Redevelopment Area so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, except as set forth below, prior to the City's acceptance of the Certificate of Substantial Completion, the Developer may not sell any portion of the Redevelopment Area it owns or assign its rights or obligations hereunder without the City's prior written approval.

(3) The Developer may, without the City's prior approval:

(i) assign all of its rights, duties and obligations hereunder to a Related Party if (A) such entity expressly assumes all of the applicable Developer's rights, duties and obligations hereunder and satisfies the requirements set forth in **Section 8.3**, (B) such entity provides evidence of insurance as required by **Section 7.10**, (C) the Developer provides at least 15 days' advance written notice of the proposed assignment (and a copy of the proposed assignment agreement) to the City, and (D) the Developer promptly provides a copy of the executed assignment to the City; or

(ii) encumber or collaterally assign its interests in the Redevelopment Area or any portion thereof to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Redevelopment Project Costs or associated costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment and for the successor to further transfer the property to its successors;

(iii) lease or sell portions of the Redevelopment Area to tenants or users in the ordinary course of the Developer's business, provided that, for the purposes of clarity, in the event of a lease or sale of such property, such tenant or user shall not be entitled to seek reimbursement from the City for any costs incurred; or

(iv) subject to **Section 3.4(b)**, enter into joint venture or other similar arrangements so long as Developer remains responsible to City for all requirements under this Agreement.

(b) *Tax-Exempt Organizations.* The Developer, without the prior written consent of the City, shall not, until all Reimbursable Redevelopment Project Costs have been paid (including TIF Obligations issued to finance such Reimbursable Redevelopment Project Costs), sell any Property within the Redevelopment Area to an organization exempt from payment of ad valorem property taxes, unless such organization agrees to pay to the City, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Redevelopment Area, but for the organization's exempt status. Any organization that is or may, following any such purchase, become exempt from payment of ad valorem property taxes shall, by its purchase of a portion of the Redevelopment Area and for each year that it is exempt from paying ad valorem property taxes on such portion of the Redevelopment Area, agree to pay to the City, for deposit into the Special Allocation Fund, payments in lieu of taxes equal to the ad valorem real property taxes that would be due on such portion of the Redevelopment Area, but for the organization's exempt status. This obligation to make payments in lieu of taxes shall terminate upon the retirement of all TIF Obligations. This requirement shall be a covenant running with the land and shall be enforceable for such period as if such purchaser or other transferee or possessor thereof were originally a party to and bound by this Agreement. The recording of this Agreement, or a memorandum of this Agreement, shall evidence the requirements of this subsection as a covenant running with the land.

7.6. Remedies; Lender's Right to Cure.

(a) In the case of any default in or breach of any term or condition of this Agreement by either party, the defaulting or breaching party shall, upon written notice from the other party specifying such default or breach, cure or remedy such default or breach within 30 days after receipt of notice (or such longer period as shall be reasonably required to cure such default, provided that (1) the breaching party has

commenced such cure within said 30-day period, and (2) the breaching party diligently prosecutes such cure to completion. If such cure or remedy is not taken or not diligently pursued, or the default or breach is not cured or remedied as provided above, (1) the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching party or, at any time when no TIF Obligations are outstanding, to terminate this Agreement, and/or (2) the City may stop payment of Reimbursable Redevelopment Project Costs, Developer-Paid City Administrative Costs or Reimbursable Interest under this Agreement during the continuance of such default or breach by the Developer. Neither party shall have the right to terminate this Agreement at any time that any TIF Obligations are outstanding; except that that City shall retain the right to terminate certain reimbursements to the Developer as described under Section 7.2.

(b) The City shall provide to each Lender a copy of any notice of default given by the City under subsection (a), above. The Lender shall have an additional 30 days after the expiration of the time given to the Developer to cure or remedy a default or breach under subsection (a) for the Lender to itself cure or remedy of such default or breach, provided that the Lender shall have no obligation to do so.

7.7. Extensions of Time for Performance.

(a) Neither the City nor (upon satisfaction of the provisions of subsection (b)(3) of this Section) the Developer or any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; pandemic; civil disorder; acts of terrorism; significant escalation of hostilities involving U.S. armed forces; lack of issuance of any permits and/or legal authorization by the governmental entity necessary for the applicable Developer to proceed with construction of the applicable portion of the Work, including rezoning and approval of the Concept Site Plan (but only if the Developer files all necessary documentation relating thereto in a timely manner considering the dates set forth in Section 3.3 of this Agreement); shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or wet soil conditions; or other causes beyond the reasonable control of the party required to perform, including, but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of the Redevelopment Plan, the Redevelopment Projects, the TIF Obligations, this Agreement or any other litigation that adversely affects the development of the Redevelopment Projects. Notwithstanding the foregoing, the parties agree that economic conditions, market conditions, financial conditions, lender restrictions, lack of tenant interest, and similar conditions or events do not constitute events of force majeure hereunder. The parties further agree that, to the best of their knowledge, no event of force majeure exists at the time of execution of this Agreement.

(b) No event under (a) shall be deemed to exist (1) as to any matter that could have been avoided by the exercise of due care in accordance with industry standards, and (2) (i) unless the Developer uses good faith efforts to provide the City with a written notice specifying the event of force majeure within 20 days of the Developer's knowledge of (A) the commencement of such claimed event, and (B) that the occurrence of such event will result in delay in performance by Developer of its obligations under this Agreement, or (ii) the Developer demonstrates to the City's reasonable satisfaction that the Developer has diligently pursued its obligations under this Agreement, but for reasons beyond the Developer's control, has been unable to complete such obligations within the time specified in this Agreement. Times for performance shall be extended only for the amount of delay resulting from the event of force majeure.

7.8. Notices. Any notice, demand or other communication required by this Agreement to be given by one party hereto to another shall be in writing and shall be sufficiently given or delivered if

dispatched by overnight delivery service, certified United States first class mail, postage prepaid or delivered personally:

(a) If to the City:

City Manager's Office
City of Independence, Missouri
20201 E. Jackson Drive
Independence, MO 64057

with a copy to:

David Martin
Gilmore & Bell, P.C., Suite 1100
2405 Grand Blvd.
Kansas City, Missouri 64108

(b) If to the Developer:

T-L Noland LLC
c/o Tri-Land Developments, Inc.
One East Oak Hill Drive #302
Westmont, IL 60559
Attn: Richard Dube

with a copy to:

Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash, Suite 2100
Chicago, IL 60611
Attn: Jeff Warren

and with a copy to:

David W. Frantze
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, MO 64106-2150

or to such other address with respect to either party as that party may, from time to time, designate in writing and forward to the other as provided in this paragraph. A duplicate copy of each notice or other communication given hereunder shall be given to each other party.

7.9. Conflict of Interest. No member of the City Council, the TIF Commission, or any branch of the City's government who has any power of review or approval of any of the Developer's undertakings, or of the City's contracting for goods or services for the Redevelopment Area, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation, partnership or other entity in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the City Council the nature of such interest and seek a determination by the City Council with respect to such interest

and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed.

7.10. Insurance; Damage or Destruction of Redevelopment Projects.

(a) The Developer will cause there to be insurance as hereinafter set forth at all times during the process of constructing the Work and continuing so long as any TIF Obligations are outstanding. The Developer shall, from time to time at the request of the City, furnish the City with proof of coverage for:

(1) Commercial liability insurance with coverages of not less than the current absolute statutory waivers of sovereign immunity in Sections 537.600 and 537.610 of the Revised Statutes of Missouri (which for calendar year 2026 is equal to $3,547,658 for all claims arising out of a single accident or occurrence and $532,148 for any one person in a single accident or incurrence). Further, the policy shall be adjusted upward annually, to remain at all times not less than the inflation-adjusted sovereign immunity limits as published in the Missouri Register on an annual basis by the Department of Insurance pursuant to Section 537.610 of the Revised Statutes of Missouri, as amended; and

(2) Workers' Compensation insurance, with statutorily required coverage.

(b) The policies of insurance required pursuant to clause (1) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State with a financial strength rating of not less than A- and a financial size category of not less than VIII as designated in the most current available "Best's" insurance reports. The policies of insurance delivered pursuant to clause (1) above shall name the City as an additional insured, shall be primary and non-contributory with respect to any insurance maintained by the City, and shall contain an agreement of the insurer to give not less than ten (10) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. Limits of insurance can be satisfied through a combination of primary and excess liability coverage The Developer shall deliver or cause to be delivered to the City evidence, in the form of certificates of insurance, of all insurance to be maintained hereunder. The certificates of insurance shall state that "the City of Independence is an additional insured on a primary and non-contributory basis."

(c) The Developer hereby agrees that, so long as any TIF Obligations are outstanding, if any portion of the Redevelopment Projects owned by the Developer is damaged or destroyed, in whole or in part, by fire or other casualty (whether or not covered by insurance), or by any taking in condemnation proceedings or the exercise of any right of eminent domain, the Redevelopment Projects shall be restored, replaced or rebuilt with such alterations or changes as may be approved in writing by the City, which approval shall not be unreasonably withheld. The Developer (upon learning of the same) shall give prompt written notice to the City of any material damage or destruction (meaning damage or destruction anticipated to cost in excess of $500,000 to remediate) to any portion of the Redevelopment Projects by fire or other casualty, and in such circumstances the Developer use commercially reasonable efforts to shall make the portions of the Redevelopment Area that it controls safe and in compliance with all applicable laws as provided herein.

(d) These covenants are for the benefit of the City and may be enforced by the City by a suit for specific performance or for damages, or both.

7.11. Inspection. The City may conduct such periodic inspections of the Work as may be generally provided for in the Municipal Code. In addition, the Developer shall allow other authorized representatives of the City access to the Redevelopment Area from time to time upon reasonable advance

notice for inspection of the Redevelopment Projects. The Developer shall also allow the City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as the City determines is reasonable and necessary to verify the applicable Developer's compliance with the terms of this Agreement. The Developer shall advise each contractor for the Redevelopment Projects of the contractor's obligations under the Municipal Code regarding permits and inspections. The provisions of this Section shall terminate upon the approval or deemed approval of the Certificate of Substantial Completion.

7.12. Choice of Law. This Agreement shall be taken and deemed to have been fully executed, made by the parties in, and governed by the laws of State for all purposes and intents. Any action arising out of, or concerning, this Agreement shall be brought only in the Circuit Court of Jackson County, Missouri. All parties to this Agreement consent to the jurisdiction and venue of such court.

7.13. Entire Agreement; Amendment. The parties agree that this Agreement constitutes the entire agreement among the parties and that no other agreements or representations other than those contained in this Agreement have been made by the parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the parties.

7.14. Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instrument.

7.15. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

7.16. Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement. No member, agent, employee or representative of the Developer shall be personally liable to the City in the event of any default or breach by any party under this Agreement, or for any amount which may become due to any party or on any obligations under the terms of this Agreement.

7.17. Actions Contesting the Validity and Enforceability of the Redevelopment Plan.

(a) If a third party brings an action against the City or the City's officials, agents, employees or representatives contesting the validity or legality of the Redevelopment Area, a Redevelopment Project, the Redevelopment Plan, the TIF Obligations or this Agreement, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer's choosing, but the Developer may not settle or compromise any claim or action for which the Developer has assumed the defense without the prior approval of the City. If the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action or any portion of any settlement or compromise in excess of the settlement or compromise the Developer would agree to (provided, however, that such costs may be paid under the provisions in the Bond Indenture, if allowed thereunder). The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and its counsel shall consult with the City, and the City and its counsel shall consult with the Developer, throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action. All costs of any such defense, whether

incurred by the City or the Developer, shall be reimbursable as described in **Article IV** hereof. The City shall have no obligation to defend the validity or legality of the Redevelopment Area, a Redevelopment Project, the Redevelopment Plan, the TIF Obligations or this Agreement if the Developer chooses not to assume the defense of such claim or action as described above.

(b) In addition, if a third party brings an action against the City or the City's officials, agents, employees or representatives with respect to any other matter as to which the Developer is obligated to indemnify pursuant to **Section 7.18(b)**, the Developer may, at its option, assume the defense of such claim or action with counsel of the Developer' choosing, but the Developer may not settle or compromise any claim or action for which the Developer has assumed the defense without the prior approval of the City. If the City does not approve a settlement or compromise which the Developer would agree to, the Developer shall not be responsible for any costs or expenses incurred thereafter in the defense of such claim or action or any portion of any settlement or compromise in excess of the settlement or compromise the Developer would agree to. The parties expressly agree that so long as no conflicts of interest exist between them with regard to the handling of such litigation, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and its counsel shall consult with the City, and the City and its counsel shall consult with the Developer, throughout the course of any such action and the Developer shall pay all reasonable and necessary costs incurred by the City in connection with such action.

7.18. Release and Indemnification.

(a) *Releases.* Notwithstanding anything herein to the contrary, the City and its elected officials, officers, agents, servants, employees and independent contractors shall not be liable to the Developer for any damages or losses (including injuries and deaths) (1) resulting from any part of the TIF Act, or any ordinance adopted in connection with either the TIF Act, this Agreement or the Redevelopment Plan, being declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or the Developer is prevented from enjoying the rights and privileges hereof, (2) occurring at or about or resulting from the construction of the Work and the maintenance of the Redevelopment Area or (3) resulting from any lawful decision made or position taken by the City relating in any manner whatsoever to this Agreement, the Redevelopment Plan, the Redevelopment Projects, the Approved Site Plans, the Work or the Redevelopment Area. The Developer hereby acknowledges and agrees that all covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its elected officials, officers, agents, servants or employees in their individual capacities.

(b) *Indemnifications.* The Developer covenants and agrees to indemnify, defend and hold harmless the City, its elected officials, officers, agents, servants, employees and independent contractors against any loss or damage to property or any injury to or death of any person:

(1) occurring or resulting from the construction of the Work, including but not limited to location of hazardous wastes, hazardous materials or other environmental contaminants in the Redevelopment Area and the design and development of the Redevelopment Projects;

(2) connected in any way to the negligence or willful misconduct of the Developer, its employees, agents or independent contractors; or

(3) resulting from the lack of compliance by the Developer with any state, federal or local environmental law, regulation or ordinance applicable to the Redevelopment Area.

The indemnification provided under this Section includes all costs of defense, including attorneys' fees, interest fees and other penalties. Notwithstanding anything to the contrary contained herein, the indemnity provided in this Section will not extend to any matters arising out of the gross negligence or willful misconduct of the City and its elected officials, officers, agents, servants, employees and independent contractors.

(c) The releases and indemnifications contained in this Section shall survive termination or expiration of this Agreement, but nothing in this Agreement (including **Section 7.19**) shall be construed to require the Developer to indemnify the City, its elected officials, officers, employees, agents and independent contractors for any claims related to actions or events that occur after the termination of this Agreement.

7.19. Survival. Notwithstanding anything to the contrary in this Agreement, the following provisions shall survive the expiration or termination of this Agreement: (a) the Developer's reimbursement obligation in **Section 2.2** with respect to costs incurred by the City prior to termination of this Agreement; (b) the limitation on liability in **Section 7.16**; and (c) the provisions of **Sections 7.17** and **7.18**.

7.20. Maintenance of the Property. The Redevelopment Projects shall remain in compliance with all provisions of the Municipal Code relating to maintenance and appearance during the construction of the Redevelopment Projects or any portions thereof. The obligations under this Section shall be a covenant running with the land, enforceable as if any subsequent transferee thereof were originally a party to and bound by this Agreement.

7.21. Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to obtain an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof.

7.22. Recording of Agreement. The Developer shall cause the obligations arising pursuant to this Agreement to be a covenant running with the land by recording this Agreement or a memorandum of this Agreement in the real estate records of Jackson County, Missouri. Upon the expiration or termination of this Agreement, the City will, at the expense and request of the Developer, join with the Developer to execute and record a notice of such expiration or termination in the real estate records of Jackson County.

7.23. No Waiver of Sovereign Immunity. Nothing in this Agreement shall be construed or deemed to constitute a waiver of the City's sovereign immunity.

7.24. No Third-Party Beneficiaries. This Agreement constitutes a contract solely between the City and the Developer. No third party has any beneficial interest in or derived from this Agreement.

ARTICLE VIII

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PARTIES

8.1. Representations of the City. The City makes the following representations and warranties, which are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation*. To the best of the City's knowledge, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City with respect to the Redevelopment Plan or this Agreement. In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the City, threatened against the City seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the City to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the City of, the terms and provisions of this Agreement.

(c) *Governmental or Corporate Consents*. No consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution and delivery by the City of this Agreement.

(d) *No Default*. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the City under this Agreement.

8.2. Representations of the Developer. The Developer makes the following representations and warranties, which representations and warranties are true and correct on the date hereof:

(a) *No Violations.* The execution and delivery of this Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(b) *No Litigation*. No litigation, proceedings or investigations are pending or, to the best of the Developer's knowledge (including the knowledge of any member of the Developer executing this Agreement), threatened against the Developer (or any member of the Developer) with respect to the Redevelopment Plan or against the Redevelopment Projects. In addition, to the best of the Developer's knowledge, no litigation, proceedings or investigations are pending or, to the knowledge of the Developer (including the knowledge of any member of the Developer executing this Agreement), threatened against the Developer (or any member of the Developer) seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of this Agreement or which would in any manner challenge or adversely affect the existence or powers of the Developer (or any member of the Developer) to enter into and carry out the transactions described in or contemplated by the execution, delivery, validity or performance by the Developer (or any member of the Developer) of, the terms and provisions of this Agreement.

(c) *Governmental or Corporate Consents*. To the best of the Developer's knowledge, no consent or approval is required to be obtained from, and no action need be taken by, or document filed with, any governmental body or corporate entity in connection with the execution, delivery and performance by the Developer of this Agreement, except for consents that must be secured subsequent to the execution of this Agreement.

(d) *No Default*. No default or event of default has occurred and is continuing, and to the best of the Developer's knowledge, no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default in any material respect on the part of the Developer under this Agreement, or any other material agreement or material instrument related to the Developer's ability to perform pursuant to this Agreement to which the Developer is a party or by which the Developer is or may be bound.

(e) *Compliance with Laws*. With respect to its ability to perform pursuant to this Agreement, the Developer is, to the best of its knowledge, in compliance in all material respects with all valid laws, ordinances, orders, decrees, decisions, rules, regulations and requirements of every duly constituted governmental authority, commission and court applicable to any of its affairs, business, operations as contemplated by this Agreement.

(f) *Accuracy of Project Data.* The Developer represents that the information regarding project costs, projected rents and other information included in the Redevelopment Plan and related cost benefit analysis and other information submitted to the City in connection with the request for consideration of the Redevelopment Plan (altogether, the *"Project Data"*) was, to the best of the Developer's knowledge, information and belief, developed and provided in good faith and includes a good faith representation of the Developer's estimates and expectations with regard to the Redevelopment Projects as of the date of this Agreement and, to the best of the Developer's knowledge, information and belief, the Concept Site Plan attached as **Exhibit B** hereto is a good faith representation of the uses that the Developer will endeavor to locate in the Redevelopment Area.

8.3. Contractual Liability Insurance.

(a) The Developer shall provide evidence (in form and substance reasonably acceptable to the City) that the insurance policy referenced in **Section 7.10(a)(1)** or another applicable policy includes contractual liability insurance covering the Developer's obligations to indemnify the City, as provided in this Agreement.

(b) Simultaneously with the delivery of this Agreement and annually thereafter prior to the acceptance or deemed acceptance of the Certificate of Substantial Completion, the Developer shall provide to the City Attorney evidence of continued insurance demonstrating compliance with paragraph (a). The Developer agrees to provide immediate written notice to the City when the cancellation, termination, expiration or modification of the applicable contractual liability policy occurs.

8.4 Anti-Israel Discrimination. Pursuant to Section 34.600, RSMo., the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Troy Anderson, City Manager

(SEAL)

ATTEST:

_____
Susanne Holland, City Clerk

STATE OF MISSOURI)
) SS
COUNTY OF JACKSON)

On this __ day of _____, 2026, before me appeared **TROY ANDERSON**, to me personally known, who, being by me duly sworn, did say that (s)he is the **CITY MANAGER** of the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its City Council, and said person acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Name:
Notary Public – State of Missouri
Commissioned in _____ County

(SEAL)

My Commission Expires:

T-L NOLAND LLC,
a Delaware limited liability company

By: _____
Name: Richard F. Dube
Its: President

STATE OF _____)
) SS
COUNTY OF_____)

On this ___ day of _____, 2026, before me appeared **RICHARD F. DUBE**, to me personally known, who, being by me duly sworn, did say that he is the **PRESIDENT** of **T-L NOLAND LLC**, a Delaware limited liability company, and that he is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

(SEAL)

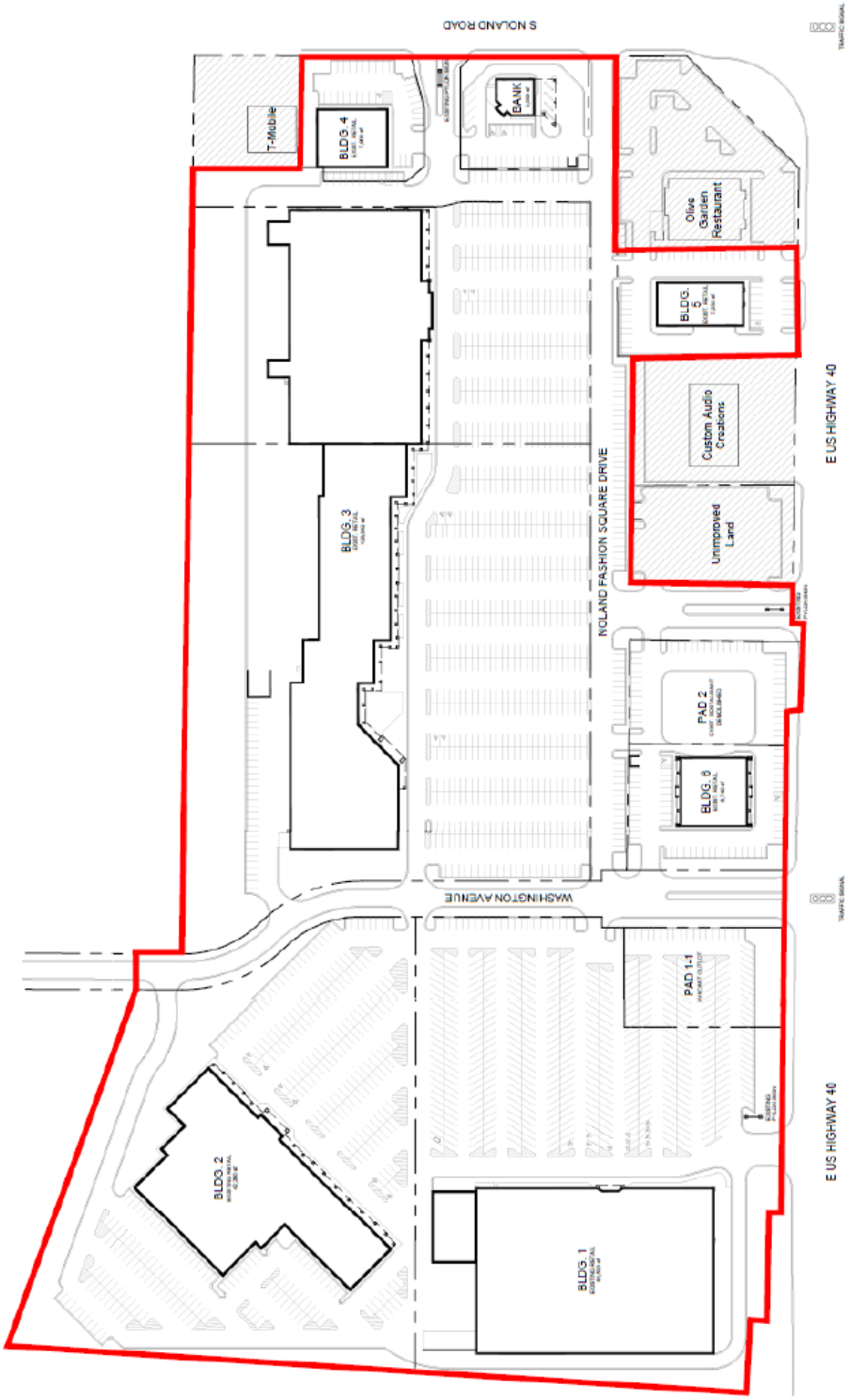
My Commission Expires:

_____

EXHIBIT A

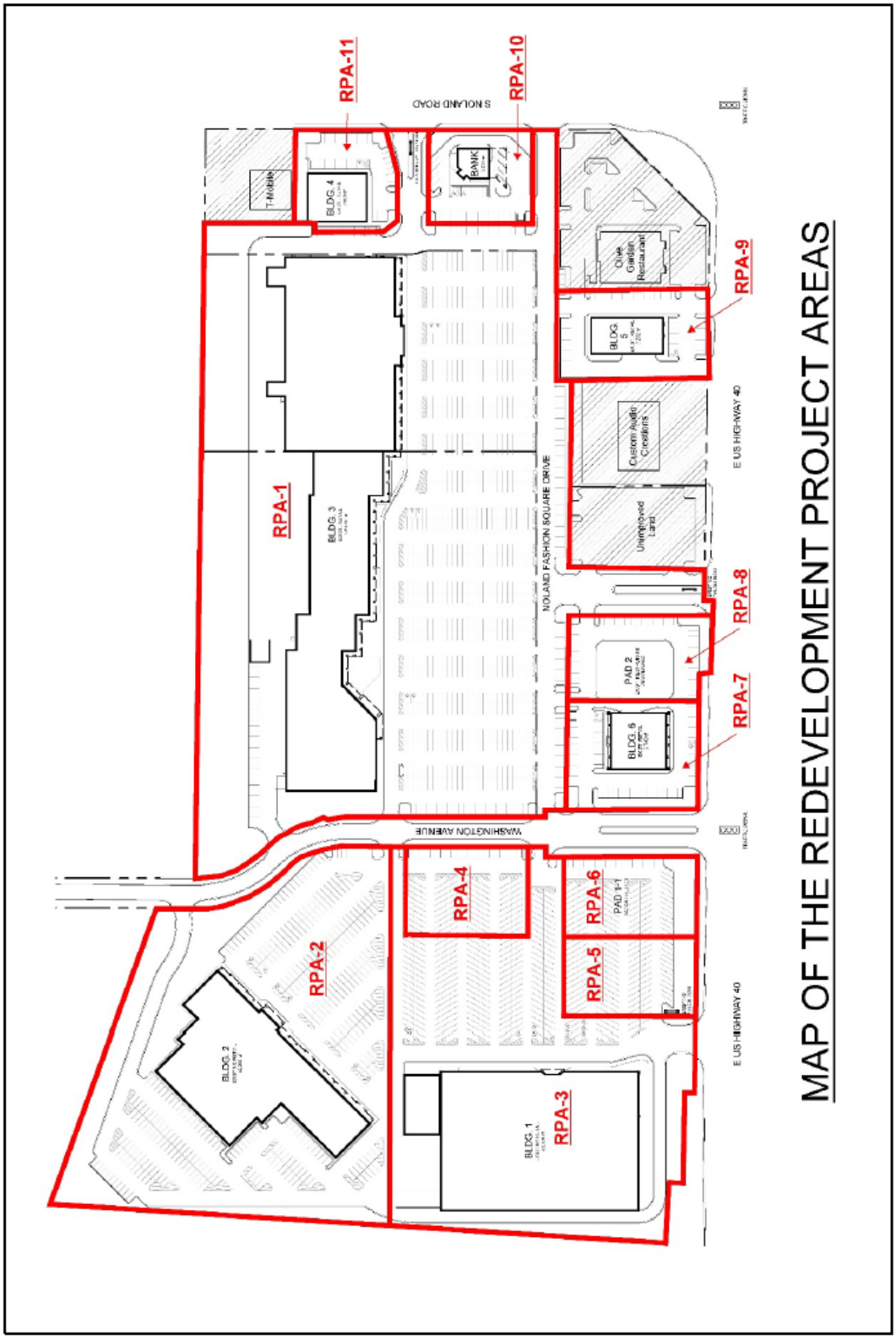
MAPS AND LEGAL DESCRIPTIONS OF REDEVELOPMENT AREA AND REDEVELOPMENT PROJECT AREAS

MAP OF THE ENTIRE REDEVELOPMENT AREA



MAP OF THE REDEVELOPMENT AREA

MAP OF THE REDEVELOPMENT PROJECT AREAS



ENTIRE REDEVELOPMENT AREA
LEGAL DESCRIPTION

TRACT 1: LOTS 1, 2, 3, 5, 6, 7, 8 AND TRACT A, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

TRACT 2: LOTS 1, 2, AND 3, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

TOGETHER WITH ALL OF THE PUBLIC STREET KNOWN AS WASHINGTON AVENUE WEST OF AND ADJACENT TO TRACT 1: LOTS 6, 7, AND TRACT A, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI AND EAST OF AND ADJACENT TO TRACT 2: LOTS 1, 2, AND 3, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

* * *

REDEVELOPMENT PROJECT AREA 1
LEGAL DESCRIPTION

TRACT 1: LOTS 7, 8 AND TRACT A, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 2
LEGAL DESCRIPTION

TRACT 2: LOT 1, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 3
LEGAL DESCRIPTION

TRACT 2: LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

LESS AND EXCEPT:

THAT PART OF LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF SAID NOLAND FASHION SQUARE WEST; THENCE NORTH 87°-15'-57" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 140.51 FEET; THENCE NORTH 2°-03'-45" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 87°-15'-57" EAST, A DISTANCE OF 140.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 2°-03'-45" WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING

LESS AND EXCEPT:

THAT PART OF LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID NOLAND FASHION SQUARE WEST; THENCE NORTH 2°-03'-45" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 33.05 FEET; THENCE SOUTH 87°-56'-09" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET; THENCE NORTH 2°-03'-51" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 25.56 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 2°-03'-51" EAST ALONG SAID EAST LINE, A DISTANCE OF 206.86 FEET; THENCE NORTH 87°-22'-00" WEST, A DISTANCE OF 153.42 FEET; THENCE SOUTH 2°-03'-51" WEST, A DISTANCE OF 206.86 FEET; THENCE SOUTH 87°-22'-00" EAST, A DISTANCE OF 153.42 FEET TO THE POINT OF BEGINNING.

REDEVELOPMENT PROJECT AREA 4
LEGAL DESCRIPTION

THAT PART OF LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID NOLAND FASHION SQUARE WEST; THENCE NORTH 2°-03'-45" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 33.05 FEET; THENCE SOUTH 87°-56'-09" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET; THENCE NORTH 2°-03'-51" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 25.56 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 2°-03'-51" EAST ALONG SAID EAST LINE, A DISTANCE OF 206.86 FEET; THENCE NORTH 87°-22'-00" WEST, A DISTANCE OF 153.42 FEET; THENCE SOUTH 2°-03'-51" WEST, A DISTANCE OF 206.86 FEET; THENCE SOUTH 87°-22'-00" EAST, A DISTANCE OF 153.42 FEET TO THE POINT OF BEGINNING.

REDEVELOPMENT PROJECT AREA 5
LEGAL DESCRIPTION

THAT PART OF LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF SAID NOLAND FASHION SQUARE WEST; THENCE NORTH 87°-15'-57" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 140.51 FEET; THENCE NORTH 2°-03'-45" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 87°-15'-57" EAST, A DISTANCE OF 140.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 2°-03'-45" WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

REDEVELOPMENT PROJECT AREA 6
LEGAL DESCRIPTION

TRACT 2: LOT 3, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 7
LEGAL DESCRIPTION

TRACT 1: LOT 6, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 8
LEGAL DESCRIPTION

TRACT 1: LOT 5, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 9
LEGAL DESCRIPTION

TRACT 1: LOT 3, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 10
LEGAL DESCRIPTION

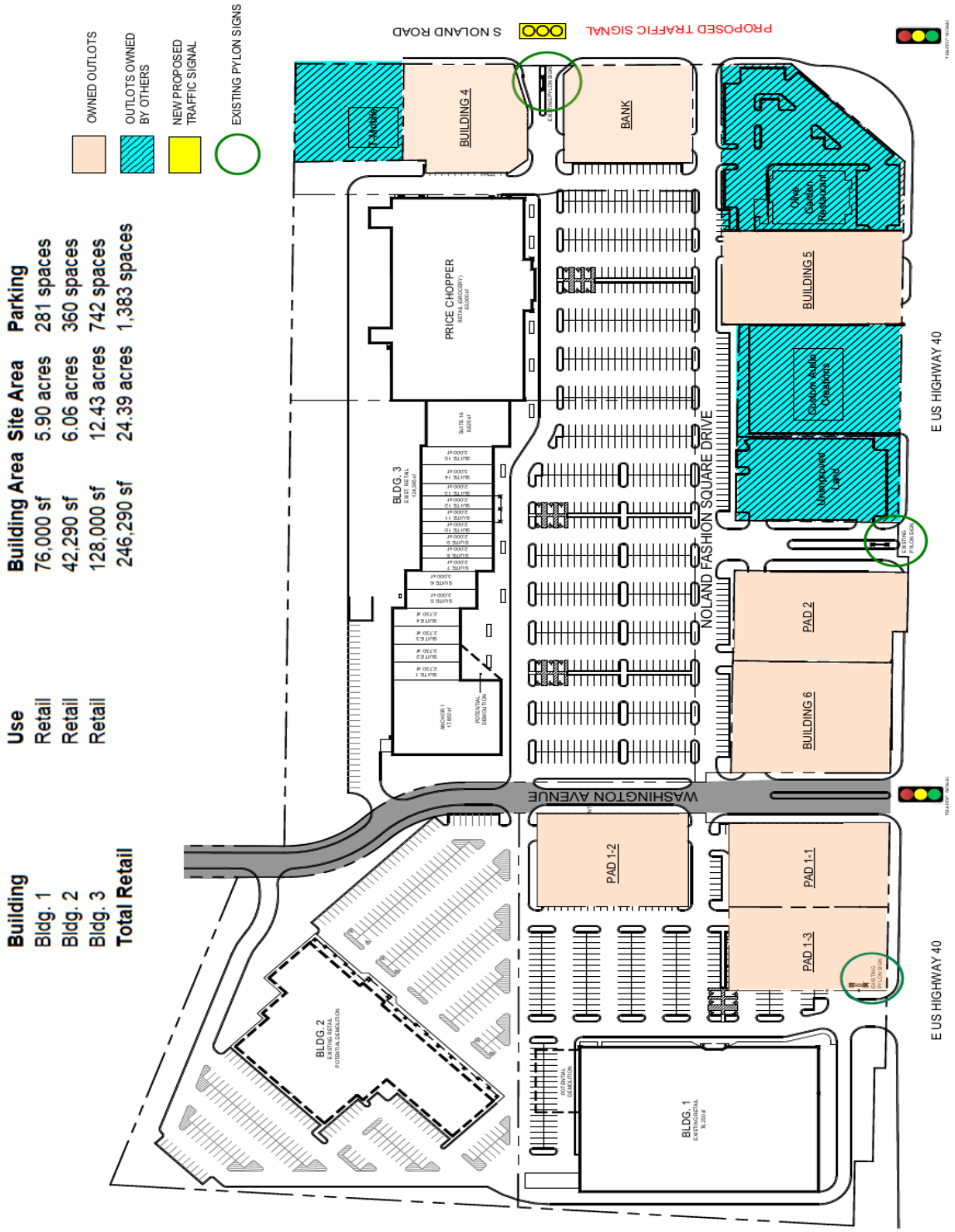
TRACT 1: LOT 2, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

REDEVELOPMENT PROJECT AREA 11
LEGAL DESCRIPTION

TRACT 1: LOT 1, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

EXHIBIT B

CONCEPT SITE PLAN



Building	Use	Building Area	Site Area	Parking
Bldg. 1	Retail	76,000 sf	5.90 acres	281 spaces
Bldg. 2	Retail	42,290 sf	6.06 acres	360 spaces
Bldg. 3	Retail	128,000 sf	12.43 acres	742 spaces
Total Retail		246,290 sf	24.39 acres	1,383 spaces

EXHIBIT C

FORM OF CERTIFICATE OF SUBSTANTIAL COMPLETION

Certificate of Substantial Completion

TO: City of Independence, Missouri
20201 E. Jackson Drive
Independence, MO 64057
City Manager's Office

The undersigned, T-L NOLAND LLC, a Delaware limited liability company (the *"Developer"*), pursuant to that certain Redevelopment Agreement dated as of _____ __, 2026, between the City of Independence, Missouri (the "*City*") and the Developer (the "*Agreement*"), hereby certifies to the City as follows:

1. That as of _____, 20___, the Work (as such term is defined in the Agreement) has been substantially completed in accordance with the Agreement.

2. The Work has been performed in a workmanlike manner and in accordance with the Construction Plans (as defined in the Agreement).

3. Lien waivers for the Work have been obtained.

4. This Certificate of Substantial Completion is accompanied by one or more architect's or engineer's certificate(s) of substantial completion on AIA Form G-704 (or the substantial equivalent thereof), a copy of which is attached hereto as **Appendix A** and by this reference incorporated herein), certifying that the Work has been substantially completed in accordance with the Agreement.

5. This Certificate of Substantial Completion is being issued by the Developer to the City in accordance with the Agreement to evidence the Developer's satisfaction of all obligations and covenants with respect to the Work.

6. The City's acceptance (below) or the City's failure to object in writing to this Certificate within 60 days of the date of delivery of this Certificate to the City (which written objection, if any, must be delivered to the Developer prior to the end of such 60-day period), and the recordation of this Certificate with the Jackson County Recorder shall evidence the satisfaction of the Developer's agreements and covenants to perform the Work.

This Certificate shall be recorded in the office of the Jackson County Recorder. This Certificate is given without prejudice to any rights against third parties which exist as of the date hereof or which may subsequently come into being.

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand this _____ day of _____, 20___.

T-L NOLAND LLC

By: _____
Name:
Its:

STATE OF _____)
) SS
COUNTY OF _____)

On this ___ day of 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that [he/she] is the _____of **T-L NOLAND LLC**, a Delaware limited liability company, and that [he/she] is authorized to sign the foregoing instrument on behalf of said limited liability company, and acknowledged to me that he executed the within instrument as said limited liability company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

(SEAL)

My Commission Expires:

_____

ACCEPTED:

CITY OF INDEPENDENCE, MISSOURI

By: _____
[Name], [Title]

(Insert Notary Form(s) and Legal Description)

EXHIBIT D

FORM OF CERTIFICATE OF
REIMBURSABLE REDEVELOPMENT PROJECT COSTS

Certificate of Reimbursable Redevelopment Project Costs

TO: City of Independence, Missouri
20201 E. Jackson Drive
Independence, MO 64057
City Manager's Office

Re: City of Independence, Missouri, Noland Fashion Square Redevelopment Area

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Redevelopment Agreement dated as of _____ ___, 2026 (the "*Agreement*") between the City of Independence, Missouri (the "*City*") and T-L NOLAND LLC (the "*Developer*"). In connection with said Agreement, the undersigned hereby states and certifies that:

1. Each item listed on **Schedule 1** hereto is a Reimbursable Redevelopment Project Cost and was incurred in connection with the construction of the Redevelopment Projects.

2. These Reimbursable Redevelopment Project Costs have been paid by or have been caused to have been paid by the Developer or are to be paid to the payees designated on **Schedule 1**.

3. Each item listed on **Schedule 1** has not previously been paid or reimbursed from Bond Proceeds or Available Revenues, and no part thereof has been included in any other certificate of reimbursable expenses previously filed with the City, the CID or the TDD.

4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request, except to the extent any such lien is being contested in good faith.

5. All necessary permits and approvals required for the Work for which this certificate relates have been issued and are in full force and effect.

6. All Work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Approved Site Plans and the Agreement.

7. If any cost item to be reimbursed under this Certificate is deemed not to constitute a "redevelopment project cost" within the meaning of the TIF Act and the Agreement, the Developer shall have the right to substitute other eligible Reimbursable Redevelopment Project Costs for payment hereunder.

8. The amounts of the Reimbursable Redevelopment Project Costs requested under this certificate that are eligible for payment from CID Revenues and TDD Revenues, respectively, are set out on **Schedule 1**.

9. The Developer is not in material default or breach of any term or condition of the Agreement.

Dated this _____ day of _____, 20___.

T-L NOLAND LLC

By: _____
Name:
Its:

Attorney Certification:

The categories of items listed on **Schedule I** are eligible for reimbursement as Reimbursable Redevelopment Project Costs and/or are payable from CID Revenues and/or TDD Revenues, as set out on **Schedule I**, under the Agreement and the TIF Act, CID Act and/or TDD Act, as applicable.

[Name of Law Firm]

By: _____

Name: _____

Approved on this _____ day of _____, 20___:

CITY OF INDEPENDENCE, MISSOURI

By: _____
[Name], [Title]

Schedule 1

Payee	Description of Reimbursable Redevelopment Project Costs	Date Paid to Payee	Total Amount of Reimbursable Redevelopment Project Costs	Amount Eligible for Payment from CID Revenues	Amount Eligible for Payment from TDD Revenues
Total					

EXHIBIT E

ARCHITECTURAL RENDERINGS






PRICE CHOPPER


Tenant
Tenant
Tenant
Tenant
Tenant


Tenant
Tenant
Tenant
Tenant

EXHIBIT F

PROJECT BUDGET

Redevelopment Project Component	Redevelopment Project Costs	Reimbursable Redevelopment Project Costs
Acquisition Costs	$12,560,000	$2,826,000
Building Construction and Tenant Improvements - FFE	61,246,251	34,405,253
Site Construction	5,768,747	5,768,747
Professional Services (Engineering /Architectural/Legal/Other Consultants)	3,377,081	2,000,000
Commissions and Marketing	2,969,804	-0-
Financing and Interest Carry	5,543,695	-0-
Contingency	8,788,950	2,000,000*
Total	$100,254,528	$47,000,000

* May be applied to any line item for which Reimbursable Redevelopment Project Costs are allocated.

Return on Investment Report

Noland Fashion Square Redevelopment

Prepared for:

INDEPENDENCE
MISSOURI
A GREAT AMERICAN STORY

Prepared by:

PIPER | SANDLER

OVERVIEW

Piper Sandler has been retained by the City of Independence (the “City”) to prepare a report analyzing T-L Noland LLC (the “Developer”)’s expected return on investment for the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the “Plan”). The final version of the Plan was submitted to the City by the Developer in February 2026. The Plan will authorize Tax Increment Financing (“TIF”) in accordance with Missouri Statutes 99.800 et. seq., as amended, (the “Act”) for a term of up to 23 years to provide for the reimbursement of eligible project costs, along with implementing a Community Improvement District (“CID”) and a Transportation Development District ("TDD”). The effect of the TIF, TDD, and CID is to reimburse the Developer for qualified project costs, lowering the net cost to redevelop the Noland Fashon Square and thereby enhancing the Developer’s investment return to make redeveloping Noland Fashion Square a feasible investment.

To prepare this analysis, we have broken down the Developer’s projected rate of return into its components – costs to renovate and build the project and revenues generated by the project through sale of buildings/land, operating the shopping center, and the receipt of development incentives – and compared the rate of return against an estimated rate of return range that would be required by developers to undertake the proposed project without incentives. For cost and revenue projections, we have used the Developer’s budgeted development costs and expected revenues and operating expenses, all as provided in the Plan and Cost Benefit Analysis (the “CBA”) and discussions with the Developer’s consultants and City staff.

For benchmarking the rate of return, we compare to the most recent quarterly PwC Real Estate Investor Survey, covering the first quarter of 2026. The PwC Real Estate Investor Survey is a quarterly publication published by PwC (also known as PricewaterhouseCoopers), and is a widely-recognized benchmarking tool in the commercial real estate industry to gage market sentiment and justify valuation assumptions.

In addition, the report discusses the Plan’s sufficiency to pay for the redevelopment reimbursement of up to $47 million out of TIF revenues (which include Economic Activity Taxes (“EATS”) and Payments in Lieu of Taxes (“PILOTS”)), a Community Improvement District (“CID”) sales tax and special assessments, a Transportation Development District (“TDD”) sales tax, and remittance from the City’s sales tax (“STR”). The Developer expects to reimburse itself for up to $47 million of construction costs through the issuance of revenue bonds, and we check the bond proceeds estimates for reasonable expectations of execution, as this reimbursement makes up a meaningful part of the Developer’s projected return on investment.

We have not made a determination of the existence or nonexistence of blight in the development area, nor the appropriateness or lack thereof of the Plan to the City’s overall plan of development. Also, we looked at the Project on a stand-alone basis, and have not assessed the impact of the Project on other grocery stores, restaurants, or retailers, in the City and surrounding area. We also have addressed only the impact of PILOTS, EATS, TDD Sales Tax, CID Sales Tax, CID Special Assessment, Chapter 100 and STR revenues projected to be generated by the project, and not the impact of jobs potentially created or displaced by the project or any economic multipliers or other “ripple effects” of the project.

This report is designed as a tool for use by the City Council and City staff when evaluating the proposed plan delivered by the developer.

PROJECT DESCRIPTION

The TIF Redevelopment Area consists of approximately 32 acres of real property within the City of Independence, north of Highway 40 and West of South Noland Road. The development has historically been known as the Noland Fashion Square, and has had significant vacancy for over 10 years. The Developer plans to split the TIF Redevelopment Area into 11 Redevelopment Project Areas. The Developer proposes to remodel and/or tear town portions of the existing buildings and remodel into a grocery-anchored shopping center development, potentially including hard goods and/or soft goods retailers, restaurants, and other uses. The Developer expects to relocate the existing Price Chopper grocery store currently located at 4201 S Noland Road into the Redevelopment Area, but as of this time has not disclosed other expected retailers that will or may be located in the TIF Redevelopment Area.

As discussed in the Blight Study created by Sterrett Urban LLC contained within the Plan, the site has multiple factors deterring development, including disconnected and/or nonfunctioning building systems to the point where the City has declared a majority of the structures (by square footage) to be dangerous buildings and a fire hazard, deterioration of pedestrian walkways and pavement, faded or nonexistent directional signage, and walkways covered with broken glass, building materials and debris as the result of vandalism of windows and doors.

In addition to the TIF Redevelopment Area, there are two other defined areas that are part of the larger project.

- The boundaries of the TDD are coterminous with the TIF Redevelopment Area.
- The boundaries of the CID are approximately coterminous with the TIF Redevelopment Area, but the CID includes lots in the southeast and northeast portions of the development that are not included within the TIF Redevelopment Area.

PROJECT COST

The Developer has estimated the costs of the project shown in the following table. The second table shows the percentage of total development costs expected to be paid by source. Each category of expense is further described below the tables.

Development Costs	Total Project Costs	Percentage of Total Project Costs
Acquisition Cost	12,560,000	12.53%
Building Construction	52,243,001	52.11%
Tenant Improvements & FFE	9,003,250	8.98%
Site Construction	5,768,747	5.75%
Professional Services (Eng/Arch/Legal/Consult/Other)	3,377,081	3.37%
Commissions & Marketing	2,969,804	2.96%
Financing & Interest Carry	5,543,695	5.53%
Contingency	8,788,950	8.77%
Total Projected Development Costs	**100,254,528**	
Less – Cost Savings from Sales Tax Exemption	**(2,881,645)**	**(2.87%)**
Total Net Projected Development Costs	**97,372,883**	

Percentage of Total Net Development Costs

Source of Funds	*Dollar Amount*	*Percentage of Total Development Costs*
Private Capital	*50,458,649*	*51.82%*
TIF (PILOTS, EATs*)	*16,086,479*	*16.52%*
Sales Tax Rebates	*9,314,011*	*9.57%*
CID – Sales Tax (EATs and Non-EATs	*9,591,649*	*9.85%*
CID – Special Assessments	*3,162,949*	*3.25%*
TDD – Sales Tax (EATs and Non-EATs	*8,759,146*	*9.00%*
Total	***97,372,883***	***100.00%***
**excludes CID and TDD EATS, which are shown within their own categories*		

Acquisition – 12.53% of Projected Development Costs

The Developer has estimated the cost of acquiring the project area at $12,560,000.

Site Construction– 5.73% of Projected Development Costs

Site construction costs include all of the costs to bring the site up to standards, excluding vertical construction. These amounts are estimated to total $5,768,747. Major components of site construction generally include grading, refurbishing roads and parking, debris cleanup, utility work and similar expenses.

Construction of Buildings – 52.11% of Projected Development Costs

This is the expected cost of vertical construction and renovation to the buildings themselves, and is expected by the Developer to total $52,243,001.

Tenant Improvements and Furniture, Fixtures, & Equipment ("FFE") – 8.98% of Projected Development Costs

Includes interior buildout and FFE to prepare buildings to be occupied by end users, and is expected by the developer to total $9,003,250.

Soft Costs – 20.63% of Projected Development Costs

Soft costs include professional services, sales commissions and marketing, financing costs, and project contingency. These costs are expected to total $20,679,530, which is just over 20% of the total estimated costs of development.

- $3,377,081, or 3.37% of the overall project costs, is allocated for professional services, including engineering, architecture, consultant work, legal work, and other professional services.
- $2,969,804, or 2.96% of the overall project costs, is allocated for commissions and marketing.
- $5,543,695, or 5.53% of the overall project costs, is allocated for financing costs, including interest carry, closing costs, and other fees.
- $8,788,950, or 8.77% of the overall project costs is allocated for the Developer's contingency.

INCENTIVE REQUEST

The Plan requests reimbursement to the Developer from various sources for acquisition, general conditions, site construction, professional services, financing costs, and development fees. The Plan also requests a sales tax exemption for construction materials. The reimbursement would come from the following sources:

- Tax Increment Financing: One-half of EATS generated in the TIF Project Area and one-half of all incremental PILOTS, during the Plan period of 23 years. Incremental taxes are those taxes that are collected over and above the Base Year sales taxes (in the case of EATS) and property taxes (in the case of PILOTS). For this development, base assessed value is $2,114,720 ($1,769,760 attributable to Independence School District #30 and $344,960 to Raytown School District C-II), and base sales taxes begin at $183,890 for sales in 2026.

  While there are currently no plans to do so, within the CBA the Developer has increased the expected base sales to $4,016,250 from 2027-on to conservatively account for the potential that one or more businesses that eventually locate within the TIF Redevelopment Area are businesses relocating from other parts of the City. Such scenario would cause the relocating businesses' base sales to transfer to the TIF Redevelopment Area.
- Sales Tax Rebate (STR): 50% of the City's 2.625% sales tax over the amount generated in the year prior to the adoption of the Ordinance approving the applicable Redevelopment Project Area will be rebated to the Developer for sales tax collections within each TIF Project Area for 23 years, provided that the amount for any calendar year shall not exceed $1,047,584.
- Community Improvement District: Revenues generated by a 1.00% CID Sales Tax and CID Special Assessments of up to $1.00 per square foot of gross leasable area of each commercial building within the boundaries of the CID over 27 years
- Transportation Development District: Revenues generated by a 1.00% TDD Sales Tax over 30 years
- Chapter 100 Bonds: The Redevelopment Area will be owned by the City during the period in which construction activity will be performed, allowing a sales tax exemption for construction materials.

TIF Revenues are estimated by the Developer to total $53,092,805 over 23 years, consisting of $5,896,733 of PILOTS, $27,762,395 EATS, and $19,433,677 STRs. For consistency with the Plan, we have excluded the half of CID Sales Taxes and TDD Sales Taxes that will be captured by TIF from this number, and included them within the CID and TDD paragraphs below.

CID Revenues are estimated by the Developer to total $28,208,769 over 27 years, consisting of $21,712,216 sales taxes (inclusive of EATS) and $6,496,553 special assessments.

TDD Revenues are estimated by the Developer to total $21,574,005 of sales taxes over the TDD's 30 year life.

The total revenue from the sources above is an estimated $105,757,231 over 30 years, with a present value of $49,795,883 (both numbers inclusive of the upfront benefit of sales tax exemption) assuming a discount rate of 6%. The Developer is requesting up to $47 million in reimbursement, plus costs of financing and interest. The Developer plans to monetize much of this upfront through the issuance of bonds in the estimated amount of $23,500,000 in 2026 and $11,750,000 in 2027. The Developer also expects to issue $11,750,000 in year 10 after the project has matured.

The projected initial bond amounts and timing are possible but potentially aggressive in the current market, and could be completed if the following assumptions (or similar) are able to be met.

- 9/1/2026 closing date of first financing, 9/1/2027 closing date of second financing
- 5.75% interest rate
- 1.30x debt service coverage
- 3 prong test debt service reserve funds (lesser of maximum annual debt service, 125% of average annual debt service, or 10% of par)
- capitalized interest through 2027
- 4% estimated costs of issuance

If the Developer is only able to finance a portion of what it expects from bond issues in the first two years, the Developer will need to either increase the planned equity in the project or find other outside financing to balance out the sources of capital versus the costs of development in order to redevelop the project as quickly as, and to the scope that is planned. The Developer could come back to the market in future years should progress of the development and/or the bond market improve, otherwise the balance would be provided through the receipt of pay-as-you-go TIF, CID, TDD, and STR funds, if and when available.

The total incentive request (net present value), calculated on the net projected development cost of $97,372,883, is approximately 48.18% of the net projected development cost. As an alternative way of viewing this percentage, adding back the cost savings from the Chapter 100 sales tax exemption on construction materials to the net projected development cost and including the sales tax exemption as an incentive results in a total incentive request (net present value) of approximately 49.7% of the total projected project costs.

RETURN ANALYSIS

Within the Plan and CBA, the Developer has provided a proforma unleveraged Internal Rate of Return (IRR) analysis.

A project's IRR is the discount rate that makes the net present value of all cash flows, both costs and revenues, equal to zero. As a present value calculation, the IRR takes the time at which costs and revenues are incurred into account. A project's IRR can be affected by debt financing, referred to as "leverage"; so, to compare rates of return across projects it is necessary to examine each project's unleveraged IRR, which assumes all project costs are paid with cash.

A project's IRR is influenced by two factors: the cost to complete the project, and the revenues generated by the project. To examine the unleveraged IRR provided by the Developer, and to calculate the Developer's IRR without incentives, it is necessary to examine the cost and revenue estimates provided by the Developer.

To determine if the Plan would proceed without assistance, we have calculated the IRR of the project without assistance, and compared the IRR without assistance to the IRR range that a developer would require to proceed with a similar project.

The projected IRR of this project without any incentives is -4.19%, and the projected IRR with TIF, TDD, CID, the STR, and the Chapter 100 sales tax exemption is 8.79%.

Costs

The Developer's "But-For" analysis on Page 7 of the Cost Benefit Analysis shows that the Developer expects to incur $74,302,633 of the total project costs (net of the Chapter 100 sales tax exemption), with the balance ($23,070,250, also net of Chapter 100 sales tax exemption) paid by the third parties constructing their portions of the development and thus not applicable to the Developer's IRR.

Returns

The Developer plans to obtain its return through a combination of selling buildings and/or pad sites to other developer(s) and operating entities, and leasing space to operating entities.

$3,885,506 of the developer's early return is expected to come through a Pad/Land sale in 2026. This is an expectation – the Developer does not currently have a contract to sell any land or building at this price.

Returns for leasing are expected to start in 2026, and ramp up through stabilization in 2030. The Developer projects stabilized net rent to total $3,701,150 in 2030. The Developer projects operating expenses to total $1,017,225 at stabilization in 2030, including common area maintenance, real estate taxes, insurance, and general & administrative. This results in a stabilized Net Operating Income (NOI) of $2,683,925 in 2030, and has been projected to grow at 5% every other year.

Stabilized Operating Proforma	
Gross Revenue	
Potential Net Rent	$ 3,701,150
Effective Gross Revenue	3,701,150
Operating Expenses	
Common Area Maintenance	366,788
Real Estate Taxes	479,269
Insurance	85,584
General & Administrative	85,584
Total Operating Expenses	1,017,225
Net Operating Income (Year 4)	2,683,925

Year	Net Operating Income
0	515,504
1	1,477,152
2	2,250,759
3	2,675,850
4	2,683,925
5	2,683,925
6	2,818,121
7	2,818,121
8	2,959,027
9	2,959,027
10	3,106,979
Totals	26,432,887

With approximately 245,000 square feet expected to be available for rent, the Developer is expecting a gross rent of approximately $15 per square foot, or rent on a triple-net lease basis of approximately $11 per square foot, to generate the estimated net operating income. A triple-net lease is a commonly-used commercial lease structure whereby the tenant pays all operating expenses associated with the property, including the operating expenses listed in the table above.

This estimated rent is in line with third party observable data for eastern Jackson County, including current postings on commercial real estate websites such as LoopNet and CommercialCafe.

After ten years, the Developer shows a sale of its ownership of the development. Showing the sale of the project at the end of 10 years is industry standard in real estate investment return analysis for long-held projects. The sales price for developed commercial real estate is generally estimated using the most recent year's net operating income divided by a capitalization rate ("cap rate"). The Developer assumes a 9.00% cap rate for this sale in year 10, with 4.00% sales cost. The Developer also expects $7,430,263 of releasing costs at this time.

While it is impossible to know what the cap rate requirements for real estate investors will be 10 years in the future, based on our review of current cap rates in the Kansas City Metropolitan Area and projected residual cap rates from PwC, we believe this 9% residual cap rate projection is reasonable. PwC's current residual cap rate range is 5.5% - 9.00% for developed National Grocery-Anchored Centers, putting the Developer's estimate within the range identified by PwC.

Developer Internal Rate of Return

A developer will not undertake a development project without a rate of return that compensates the developer for its time, work, and capital risk. To estimate the rate of return that a project of this nature would require for a developer to consider the project feasible, we utilized the *PwC Real Estate Investor Survey* published in the first quarter of 2026. The rates of return below are national numbers, as the *Survey* does not break out the Kansas City or Midwest markets.

PWC provides annual return expectations for grocery-anchored centers. This return range is from 6.25% to 10%, with an average of 8.11%, for Q1 2026.

Importantly, this range assumes an investor is purchasing an existing development with stabilized occupancy. In the case of this development, the Developer will be incurring the risk of redeveloping a mostly-vacant, dilapidated development and finding tenants to lease space and/or purchase buildings and pad sites. Due to this risk, we believe the high end of the range identified by PwC or even above is appropriate for a project such as this one.

Assuming the costs and revenues provided by the Developer, the Developer's rate of return without any economic incentives would be -4.15%. With the proposed incentives, the Developer's rate of return would be 8.79%.

There are any number of things that could occur to make the Developer's unlevered IRR higher or lower than the estimated 8.79%. Things that could cause the IRR to be lower include (but are not limited to) higher redevelopment costs than projected, the leasing of space taking longer than expected or significant unexpected vacancies, lower than expected rental rates, and higher market cap rates if and when the developer goes to sell parts of the project (or the whole project). Things that could cause the IRR to be higher include (but are not limited to) lower redevelopment costs than projected, quick leasing and low vacancies at higher than expected rental rates, and lower market cap rates if and when the developer goes to sell parts of the project (or the whole project).

In order for the Developer to receive approximately a 10.00% return with incentives (the top of the PwC range for grocery-anchored shopping centers), net operating income would need to be 8.25% higher than the total projected by the Developer.

Lower costs would also increase the expected IRR. In order for the Developer to receive approximately a 10.00% return with incentives, costs would need to come in 3.5% lower than the total projected by the Developer.

The tables on the following pages show our IRR calculations should the development occur as the Developer plans, plus scenarios that stress test revenues by 8.25% and costs by 3.5% that show the IRR moving to the top of the PwC required return range of 6.25%-10% for Grocery-Centered Retail Developments.

Projected IRR Without Incentives – Developer's Revenue and Expense Numbers

Year	Net Operating Income	Public Finance Proceeds (1)	Sales Tax Exemption	Pad/Land Sale Proceeds	Sale of Project (2)	Developer Cost	Releasing Expenses	Sale of Project Expenses (3)	Net Revenue
0	515,504			3,885,506		(45,715,354)			(41,314,344)
1	1,477,152					(22,857,677)			(21,380,525)
2	2,250,759					(7,619,226)			(5,368,467)
3	2,675,850								2,675,850
4	2,683,926								2,683,926
5	2,683,926								2,683,926
6	2,818,123								2,818,123
7	2,818,123								2,818,123
8	2,959,029								2,959,029
9	2,959,029								2,959,029
10	3,106,980				34,522,000		(7,430,263)	(1,380,880)	28,817,837
Total	26,948,401	-	-	3,885,506	34,522,000	(76,192,257)	(7,430,263)	(1,380,880)	(19,647,493)

(1) Bonds paid from TIF, CID, TDD, and STR Revenues

(2) Assumed cap rate	9.00%
(3) Assumed percent of sales price	4.00%

IRR	-4.15%

Projected IRR With Incentives – Developer's Projected Revenues

Year	Net Operating Income	Public Finance Proceeds (1)	Sales Tax Exemption	Pad/Land Sale Proceeds	Sale of Project (2)	Developer Cost	Releasing Expenses	Sale of Project Expenses (3)	Net Revenue
0	515,504	23,500,000	1,133,775	3,885,506		(45,715,354)			(16,680,569)
1	1,477,152	11,750,000	566,887			(22,857,677)			(9,063,638)
2	2,250,759		188,962			(7,619,226)			(5,179,505)
3	2,675,850								2,675,850
4	2,683,926								2,683,926
5	2,683,926								2,683,926
6	2,818,123								2,818,123
7	2,818,123								2,818,123
8	2,959,029								2,959,029
9	2,959,029								2,959,029
10	3,106,980	11,750,000			34,522,000		(7,430,263)	(1,380,880)	40,567,837
Total	26,948,401	47,000,000	1,889,624	3,885,506	34,522,000	(76,192,257)	(7,430,263)	(1,380,880)	29,242,131

(1) Bonds paid from TIF, CID, TDD, and STR Revenues)

(2) Assumed cap rate	9.00%
(3) Assumed percent of sales price	4.00%

IRR	8.79%

Projected IRR With Incentives – 8.25% Higher Than Developer's Projected Net Operating Income

Year	Net Operating Income	Public Finance Proceeds (1)	Sales Tax Exemption	Pad/Land Sale Proceeds	Sale of Project (2)	Developer Cost	Releasing Expenses	Sale of Project Expenses (3)	Net Revenue
0	558,033	23,500,000	1,133,775	3,885,506		(45,715,354)			(16,638,040)
1	1,599,017	11,750,000	566,887			(22,857,677)			(8,941,773)
2	2,436,447		188,962			(7,619,226)			(4,993,817)
3	2,896,608								2,896,608
4	2,905,350								2,905,350
5	2,905,350								2,905,350
6	3,050,618								3,050,618
7	3,050,618								3,050,618
8	3,203,149								3,203,149
9	3,203,149								3,203,149
10	3,363,306	11,750,000			37,370,065		(7,430,263)	(1,494,803)	43,558,305
Total	29,171,644	47,000,000	1,889,624	3,885,506	37,370,065	(76,192,257)	(7,430,263)	(1,494,803)	34,199,516

(1) Bonds paid from TIF, CID, TDD, and STR Revenues)

(2) Assumed cap rate	9.00%
(3) Assumed percent of sales price	4.00%

IRR	10.00%

Projected IRR With Incentives – 3.50% Lower Than Developer's Projected Development Costs

Year	Net Operating Income	Public Finance Proceeds (1)	Sales Tax Exemption	Pad/Land Sale Proceeds	Sale of Project (2)	Developer Cost	Releasing Expenses	Sale of Project Expenses (3)	Net Revenue
0	515,504	23,500,000	1,094,093	3,885,506		(44,115,317)			(15,120,214)
1	1,477,152	11,750,000	547,046			(22,057,658)			(8,283,460)
2	2,250,759		182,348			(7,352,553)			(4,919,446)
3	2,675,850								2,675,850
4	2,683,926								2,683,926
5	2,683,926								2,683,926
6	2,818,123								2,818,123
7	2,818,123								2,818,123
8	2,959,029								2,959,029
9	2,959,029								2,959,029
10	3,106,980	11,750,000			34,522,000		(7,430,263)	(1,380,880)	40,567,837
Total	26,948,401	47,000,000	1,823,487	3,885,506	34,522,000	(73,525,528)	(7,430,263)	(1,380,880)	31,842,723

(1) Bonds paid from TIF, CID, TDD, and STR Revenues)

(2) Assumed cap rate	9.00%
(3) Assumed percent of sales price	4.00%

IRR	10.06%

BILL NO. 26-040

ORDINANCE NO. 19812

AN ORDINANCE APPROVING THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN, ESTABLISHING A REDEVELOPMENT AREA, DESIGNATING THE REDEVELOPMENT AREA AS A BLIGHTED AREA, MAKING OTHER REQUIRED FINDINGS FOR THE REDEVELOPMENT PLAN, DESIGNATING A DEVELOPER, APPROVING A REDEVELOPMENT AGREEMENT WITH THE DEVELOPER AND DIRECTING STAFF TO IMPLEMENT THE REDEVELOPMENT PLAN.

WHEREAS, City staff has worked with T-L Noland LLC, the proposed developer ("Developer") to prepare the Noland Fashion Square Tax Increment Financing Redevelopment Plan (as attached hereto, the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri (the "TIF Act"), for the redevelopment of a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west (the "Redevelopment Area") that is proposed to be developed in a series of redevelopment projects described under the TIF Plan (the "Redevelopment Projects"); and

WHEREAS, pursuant to the provisions of the Act, the Tax Increment Financing Commission of Independence, Missouri (the "TIF Commission") was composed of representatives from the City and from the affected taxing jurisdictions for the purpose of conducting a public hearing and making recommendations with respect to the TIF Plan, the Redevelopment Area and the Redevelopment Projects to the City Council of the City of Independence, Missouri ("City Council"); and

WHEREAS, in accordance with the written procedures relating to bids and proposals for implementation of redevelopment projects as adopted by the City, the City published in *The Examiner* on March 25, 2026, a notice of request for proposals for the implementation of redevelopment projects for the TIF Plan, which provided reasonable opportunity for any person to submit proposals for redevelopment projects in compliance with Section 99.820.1(3) of the Revised Statutes of Missouri; and

WHEREAS, the City received no additional proposals in response to the published request for proposals; and

WHEREAS, on April 21, 2026, after due notice in accordance with the Act, the TIF Commission held a public hearing, at which all interested persons and taxing districts affected by the TIF Plan were afforded an opportunity to make comments, file written objections, protests, and be heard orally regarding adoption of the TIF Plan; and

WHEREAS, on April 21, 2026, the TIF Commission having heard and considered the objections, protests, comments, and other evidence adduced at the public hearing, voted to approve Resolution No. 2026-01 which recommended that the City Council make certain required findings and approve the TIF Plan, the Redevelopment Area and the Redevelopment Projects; and

WHEREAS, on May 18, 2026, at a regular meeting, the City Council considered the TIF Plan, the recommendations of the TIF Commission, the recommendations of City staff, and provided parties in

interest and citizens an opportunity to be heard regarding the TIF Plan, the Redevelopment Area and the Redevelopment Projects; and

WHEREAS, having heard and considered the objections, protests, comments, and other evidence adduced at the meetings, the evidence and testimony submitted at the TIF Commission public hearing, the recommendations of the TIF Commission, the recommendations of City staff, and the input of interested persons and citizens, the City Council desires to approve the TIF Plan, designate the Redevelopment Area, declare the Redevelopment Area as a blighted area, designate the Developer as the developer of record for the TIF Plan, and approve a redevelopment agreement with the Developer (the "Redevelopment Agreement") and;

WHEREAS, the City Council desires to enter into the Redevelopment Agreement with the Developer to establish the rights, duties and obligations of the City and the Developer, to implement the TIF Plan and establish certain related matters.

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

SECTION 1. The City Council hereby makes the following findings for approval of the TIF Plan:

A. The TIF Plan sets forth in writing a general description of the program to be undertaken to accomplish its objectives, including the estimated redevelopment project costs, the anticipated sources of funds to pay the costs, evidence of the commitments to finance the project costs, the anticipated type and term of the sources of funds to pay costs, the anticipated type and terms of the obligations to be issued, the most recent equalized assessed valuation of the property within the Redevelopment Area which is to be subjected to payments in lieu of taxes and economic activity taxes pursuant to Section 99.845, RSMo, an estimate as to the equalized assessed valuation after redevelopment, and the general land uses to apply in the Redevelopment Area.

B. The Redevelopment Area on the whole is a blighted area, as such term is defined in Section 99.805(1), RSMo, due to the presence of blighting factors as set forth in Exhibit 6 to the TIF Plan performed by a certified urban planner, which is incorporated herein by reference, including that the Redevelopment Area is characterized by insanitary and unsafe conditions, deterioration of site improvements, and conditions which endanger life and property, and that the area is an economic liability for the City and a menace to the public health, safety or welfare in its present condition and use. The TIF Plan is also accompanied by an affidavit, signed by the Developer and set forth in Exhibit 9 to the TIF Plan, attesting to the blighting conditions of the Redevelopment Area.

C. The proposed redevelopment satisfies the "but for" test set forth in Section 99.810, RSMo, in that the Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing. The TIF Plan is accompanied by an affidavit, signed by the Developer and set forth in Exhibit 9, attesting to this finding.

D. The TIF Plan is in conformance with the Comprehensive Plan for the development of the City as a whole.

E. The TIF Plan contains estimated dates of completion of the Redevelopment Projects and estimated dates for the retirement of obligations incurred to finance redevelopment project costs, and said dates are not more than twenty-three (23) years from the adoption of the last ordinance approving a Redevelopment Project within the Redevelopment Area.

F. A Relocation Plan has been developed for relocation assistance for businesses and residences, and the relocation of any business or residents in the Redevelopment Area, if necessary, will take place in accordance with the Relocation Plan attached to the TIF Plan as Exhibit 8.

G. The TIF Plan is accompanied by a Cost-Benefit Analysis showing the economic impact of the TIF Plan on each taxing district and political subdivision within the Redevelopment Area if the proposed Redevelopment Projects are built pursuant to the TIF Plan or are not built, and the Commission received evidence that the proposed Redevelopment Projects are financially feasible to undertake with TIF assistance in the form of the Developer's return on investment calculations included in the Cost-Benefit Analysis.

H. The Plan does not include the initial development or redevelopment of any gambling establishment.

I. The area selected for the Redevelopment Projects includes only those parcels of real property and improvements thereon which will be directly and substantially benefited by the improvements that are part of the Redevelopment Projects.

SECTION 2. The TIF Plan, with attached Cost-Benefit Analysis, which is attached to this ordinance as Exhibit A and incorporated herein by reference is hereby approved.

SECTION 3. T-L Noland LLC is hereby designated as the developer of record for the TIF Plan and the Redevelopment Projects.

SECTION 4. The land legally described in Exhibit 1 of the TIF Plan is hereby designated as the Redevelopment Area for the TIF Plan.

SECTION 5. There is hereby created and ordered to be established within the treasury of the City a separate fund to be known as the "*Noland Fashion Square Special Allocation Fund*" which shall contain separate segregated accounts into which payments in lieu of taxes, economic activity taxes and other revenues shall be deposited, as collected by the City pursuant to the TIF Plan.

SECTION 6. The Redevelopment Agreement, in substantially the form attached hereto as Exhibit B (the "Agreement"), is hereby approved and the Mayor, City Clerk, and/or City Manager are authorized to execute and deliver the Agreement with such changes therein as shall be approved by the officials of the City executing the Agreement, such officials' signatures thereon being conclusive evidence of their approval thereof.

SECTION 7. The Mayor, City Clerk, City Manager, City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 8. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 9. This ordinance shall take effect and be in full force as set forth in the City Charter.

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PASSED ON THIS 1st DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Suzanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

EXHIBIT A

NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN

EXHIBIT B

REDEVELOPMENT AGREEMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-041 **2R** An ordinance approving Redevelopment Project 1 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 1. **2R Item Postponed Indefinitely 7-0**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). A public hearing was held before the TIF Commission on April 21, 2026, after which the TIF Commission voted to recommend approval of the Redevelopment Plan, the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

These ordinances begin the 23-year collection period for tax increment financing within each of the 11 Redevelopment Project Areas described in the Redevelopment Plan.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Project Approval - RPA 1 v1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT 1 FOR THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND INITIATING TAX INCREMENT FINANCING WITHIN REDEVELOPMENT PROJECT AREA 1.

WHEREAS, by ordinance, the City Council approved the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as the Redevelopment Area, declared the Redevelopment Area to be a blighted area, and designated T-L Noland LLC, as the developer of record for the TIF Plan; and

WHEREAS, the Tax Increment Financing Commission of Independence, Missouri approved Resolution 2026-01 which recommended that the City Council approve the Redevelopment Project (as defined in the TIF Plan) by ordinance;

WHEREAS, the City Council now desires to approve the portion of the Redevelopment Project to be located within Redevelopment Project Area 1, as legally described in Exhibit A and as depicted in Exhibit B of this ordinance, such portion to be referred to as "Redevelopment Project 1," and to activate the collection of tax increment financing revenues within Redevelopment Project Area 1.

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

SECTION 1. Redevelopment Project 1 is approved as a redevelopment project within Redevelopment Project Area 1 pursuant to the TIF Act.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 1. After the total equalized assessed valuation of the taxable real property in Redevelopment Project Area 1 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 1, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such area by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 1 shall be allocated to and, when collected, shall be paid to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 1, and any applicable penalty and interest over and above the initial equalized

assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City's finance director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Noland Fashion Square Special Allocation Fund of the City for the purpose of paying redevelopment project costs.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within Redevelopment Project Area 1 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon and all other taxes excluded from tax increment financing by Missouri law at the time of this ordinance, shall be allocated to, and paid by the local political subdivision collecting officer to the City's finance director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Noland Fashion Square Special Allocation Fund.

SECTION 4. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. This ordinance shall take effect and be in full force as set forth in the City Charter.

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PASSED ON 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

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 1

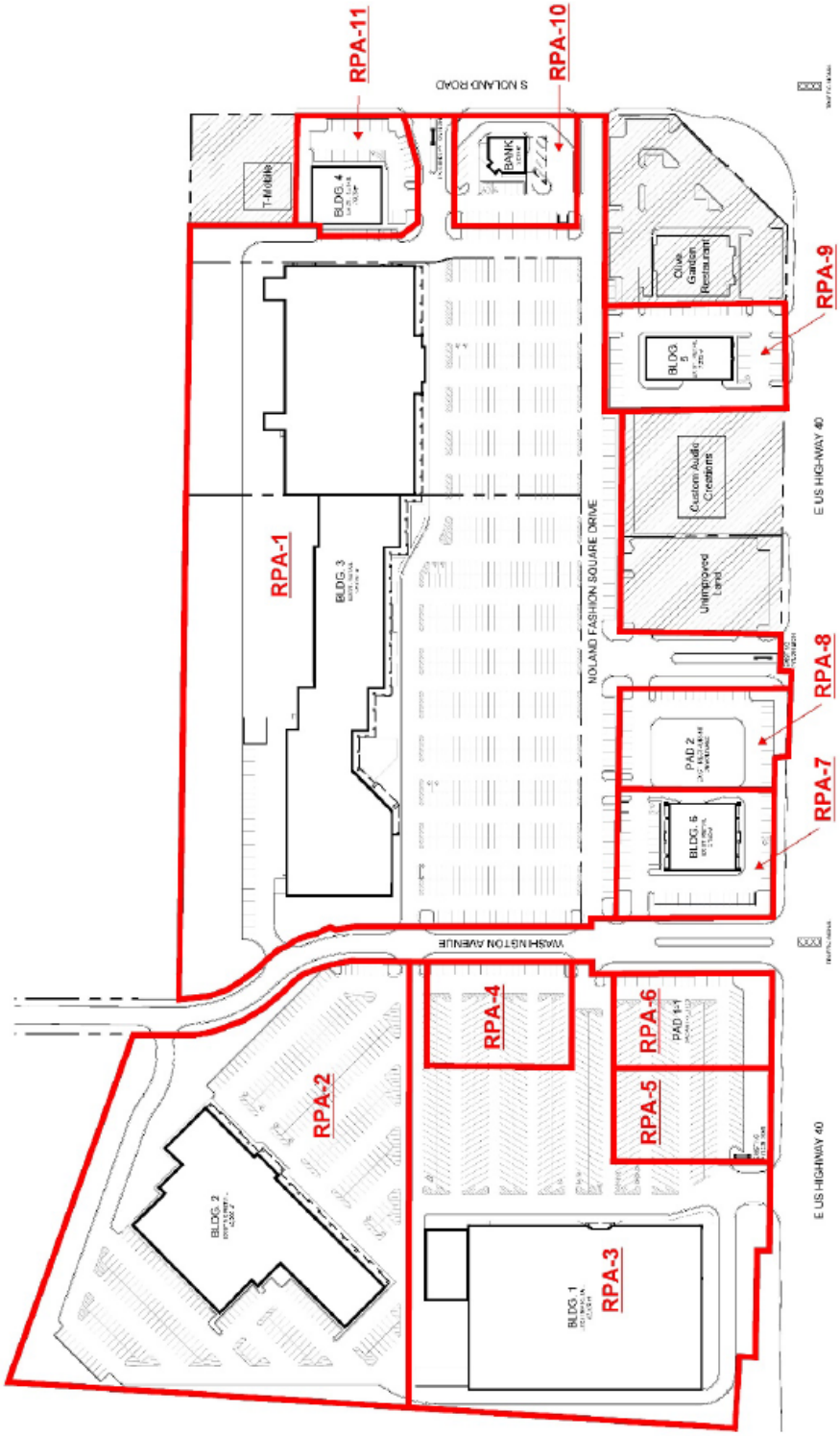
REDEVELOPMENT PROJECT AREA 1
LEGAL DESCRIPTION

TRACT 1: LOTS 7, 8 AND TRACT A, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

EXHIBIT B

MAP OF REDEVELOPMENT PROJECT AREA 1

That portion of the map below designated as “RPA-1”:



MAP OF THE REDEVELOPMENT PROJECT AREAS

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-042 **2R** An ordinance approving Redevelopment Project 2 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 2. **2R** **Item Postponed Indefinitely 7-0**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). A public hearing was held before the TIF Commission on April 21, 2026, after which the TIF Commission voted to recommend approval of the Redevelopment Plan, the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

These ordinances begin the 23-year collection period for tax increment financing within each of the 11 Redevelopment Project Areas described in the Redevelopment Plan.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Project Approval - RPA 2 v1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT 2 FOR THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND INITIATING TAX INCREMENT FINANCING WITHIN REDEVELOPMENT PROJECT AREA 2.

WHEREAS, by ordinance, the City Council approved the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as the Redevelopment Area, declared the Redevelopment Area to be a blighted area, and designated T-L Noland LLC, as the developer of record for the TIF Plan; and

WHEREAS, the Tax Increment Financing Commission of Independence, Missouri approved Resolution 2026-01 which recommended that the City Council approve the Redevelopment Project (as defined in the TIF Plan) by ordinance;

WHEREAS, the City Council now desires to approve the portion of the Redevelopment Project to be located within Redevelopment Project Area 2, as legally described in Exhibit A and as depicted in Exhibit B of this ordinance, such portion to be referred to as "Redevelopment Project 2," and to activate the collection of tax increment financing revenues within Redevelopment Project Area 2.

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

SECTION 1. Redevelopment Project 2 is approved as a redevelopment project within Redevelopment Project Area 2 pursuant to the TIF Act.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 2. After the total equalized assessed valuation of the taxable real property in Redevelopment Project Area 2 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 2, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such area by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 2 shall be allocated to and, when collected, shall be paid to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment

Project Area 2, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City's finance director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Noland Fashion Square Special Allocation Fund of the City for the purpose of paying redevelopment project costs.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within Redevelopment Project Area 2 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon and all other taxes excluded from tax increment financing by Missouri law at the time of this ordinance, shall be allocated to, and paid by the local political subdivision collecting officer to the City's finance director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Noland Fashion Square Special Allocation Fund.

SECTION 4. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. This ordinance shall take effect and be in full force as set forth in the City Charter.

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PASSED ON 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

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 2

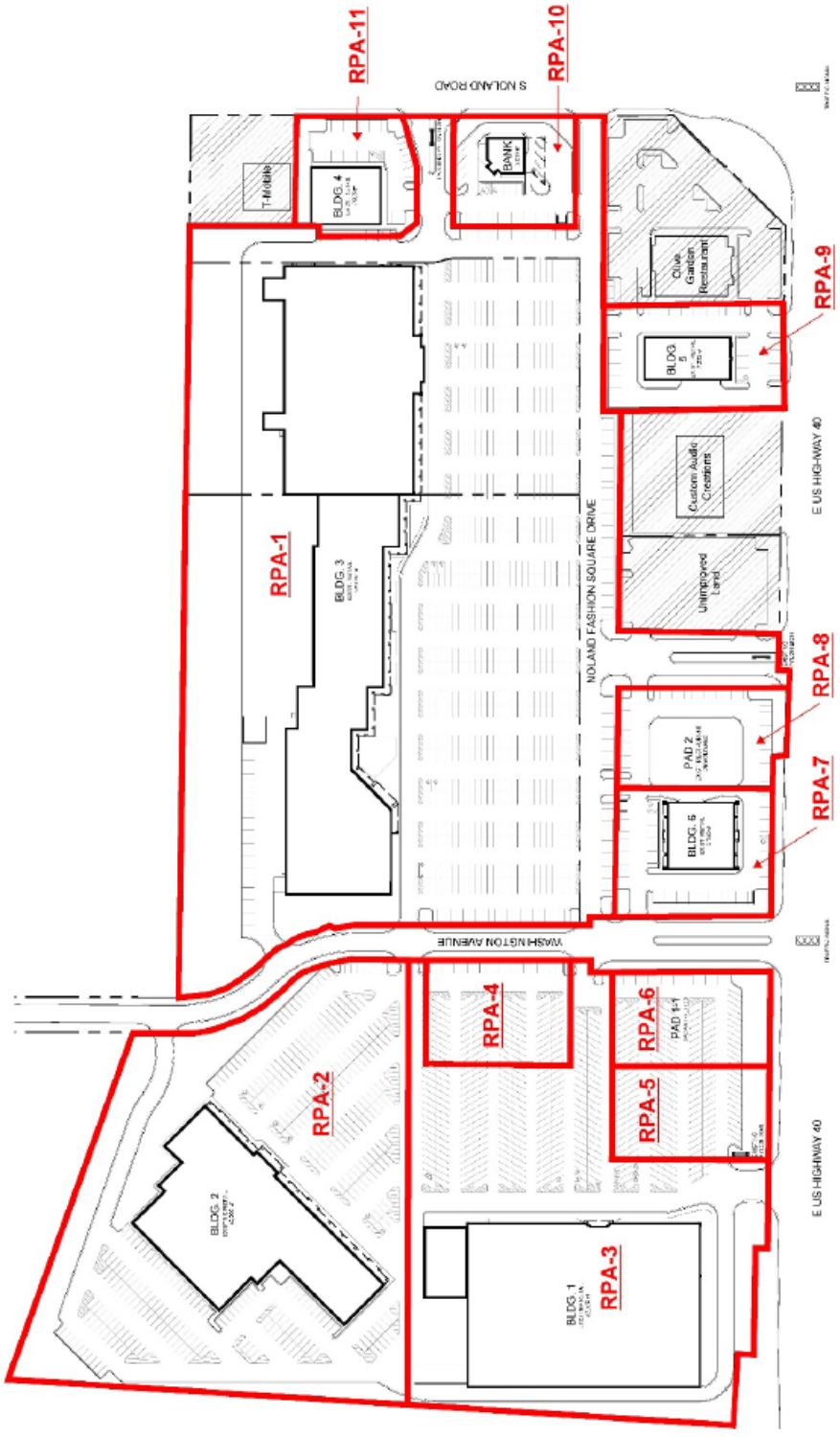
REDEVELOPMENT PROJECT AREA 2
LEGAL DESCRIPTION

TRACT 2: LOT 1, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

EXHIBIT B

MAP OF REDEVELOPMENT PROJECT AREA 2

That portion of the map below designated as “RPA-2”:



MAP OF THE REDEVELOPMENT PROJECT AREAS

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-043 **2R** An ordinance approving Redevelopment Project 3 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 3. **2R** **Item Postponed Indefinitely 7-0**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). A public hearing was held before the TIF Commission on April 21, 2026, after which the TIF Commission voted to recommend approval of the Redevelopment Plan, the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

These ordinances begin the 23-year collection period for tax increment financing within each of the 11 Redevelopment Project Areas described in the Redevelopment Plan.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Project Approval - RPA 3 v1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT 3 FOR THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND INITIATING TAX INCREMENT FINANCING WITHIN REDEVELOPMENT PROJECT AREA 3.

WHEREAS, by ordinance, the City Council approved the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as the Redevelopment Area, declared the Redevelopment Area to be a blighted area, and designated T-L Noland LLC, as the developer of record for the TIF Plan; and

WHEREAS, the Tax Increment Financing Commission of Independence, Missouri approved Resolution 2026-01 which recommended that the City Council approve the Redevelopment Project (as defined in the TIF Plan) by ordinance;

WHEREAS, the City Council now desires to approve the portion of the Redevelopment Project to be located within Redevelopment Project Area 3, as legally described in Exhibit A and as depicted in Exhibit B of this ordinance, such portion to be referred to as "Redevelopment Project 3," and to activate the collection of tax increment financing revenues within Redevelopment Project Area 3.

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

SECTION 1. Redevelopment Project 3 is approved as a redevelopment project within Redevelopment Project Area 3 pursuant to the TIF Act.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 3. After the total equalized assessed valuation of the taxable real property in Redevelopment Project Area 3 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 3, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such area by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 3 shall be allocated to and, when collected, shall be paid to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 3, and any applicable penalty and interest over and above the initial equalized

assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City's finance director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Noland Fashion Square Special Allocation Fund of the City for the purpose of paying redevelopment project costs.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within Redevelopment Project Area 3 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon and all other taxes excluded from tax increment financing by Missouri law at the time of this ordinance, shall be allocated to, and paid by the local political subdivision collecting officer to the City's finance director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Noland Fashion Square Special Allocation Fund.

SECTION 4. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. This ordinance shall take effect and be in full force as set forth in the City Charter.

[remainder of page intentionally left blank]

PASSED ON 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

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 3

REDEVELOPMENT PROJECT AREA 3
LEGAL DESCRIPTION

TRACT 2: LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

LESS AND EXCEPT:

THAT PART OF LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF SAID NOLAND FASHION SQUARE WEST; THENCE NORTH 87°-15'-57" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 140.51 FEET; THENCE NORTH 2°-03'-45" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 87°-15'-57" EAST, A DISTANCE OF 140.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 2°-03'-45" WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING

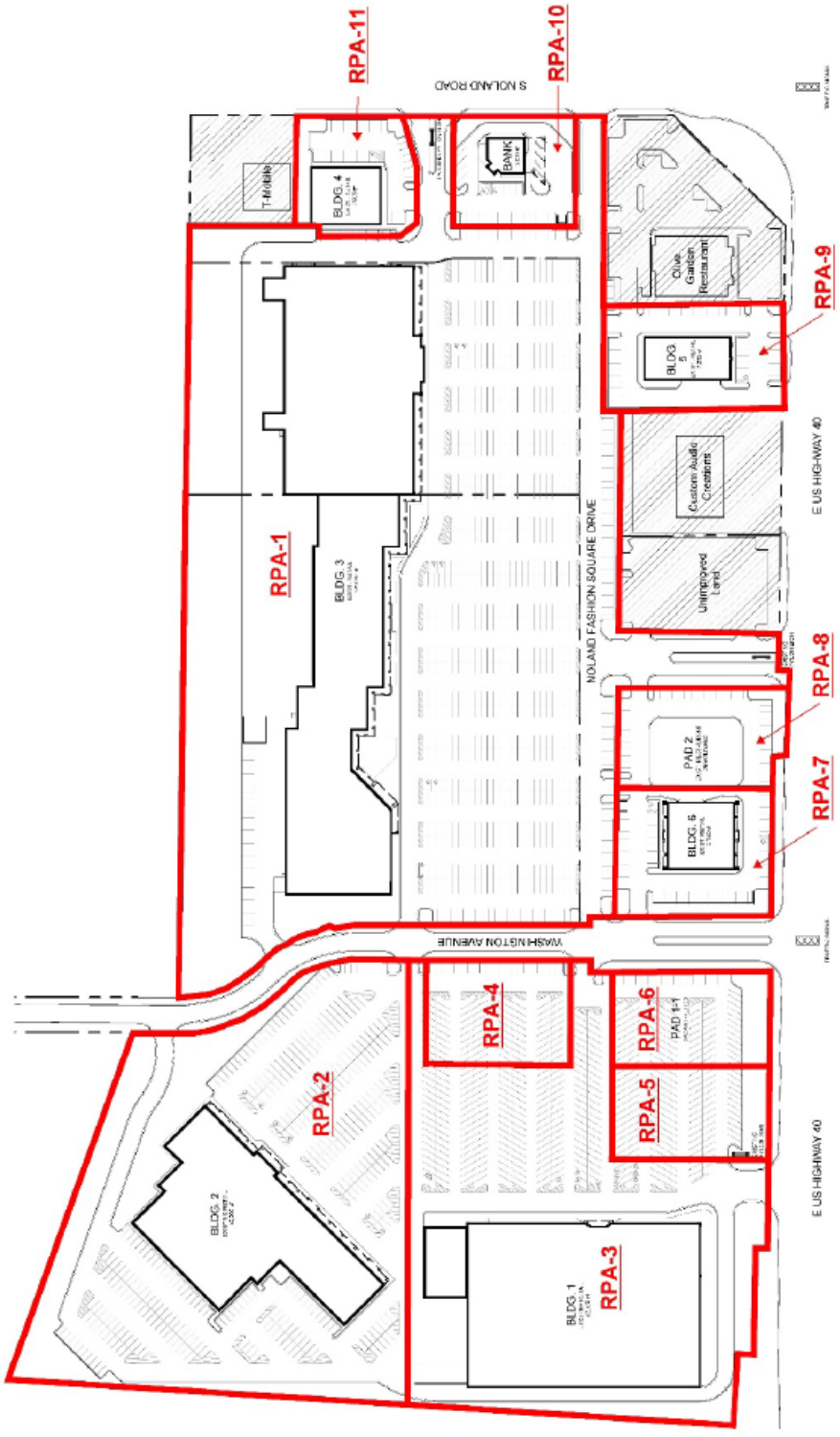
LESS AND EXCEPT:

THAT PART OF LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID NOLAND FASHION SQUARE WEST; THENCE NORTH 2°-03'-45" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 33.05 FEET; THENCE SOUTH 87°-56'-09" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET; THENCE NORTH 2°-03'-51" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 25.56 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 2°-03'-51" EAST ALONG SAID EAST LINE, A DISTANCE OF 206.86 FEET; THENCE NORTH 87°-22'-00" WEST, A DISTANCE OF 153.42 FEET; THENCE SOUTH 2°-03'-51" WEST, A DISTANCE OF 206.86 FEET; THENCE SOUTH 87°-22'-00" EAST, A DISTANCE OF 153.42 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

MAP OF REDEVELOPMENT PROJECT AREA 3

That portion of the map below designated as “RPA-3”:



MAP OF THE REDEVELOPMENT PROJECT AREAS

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-044 **2R** An ordinance approving Redevelopment Project 4 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 4. **2R** **Item Postponed Indefinitely 7-0**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). A public hearing was held before the TIF Commission on April 21, 2026, after which the TIF Commission voted to recommend approval of the Redevelopment Plan, the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

These ordinances begin the 23-year collection period for tax increment financing within each of the 11 Redevelopment Project Areas described in the Redevelopment Plan.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Project Approval - RPA 4 v1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT 4 FOR THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND INITIATING TAX INCREMENT FINANCING WITHIN REDEVELOPMENT PROJECT AREA 4.

WHEREAS, by ordinance, the City Council approved the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as the Redevelopment Area, declared the Redevelopment Area to be a blighted area, and designated T-L Noland LLC, as the developer of record for the TIF Plan; and

WHEREAS, the Tax Increment Financing Commission of Independence, Missouri approved Resolution 2026-01 which recommended that the City Council approve the Redevelopment Project (as defined in the TIF Plan) by ordinance;

WHEREAS, the City Council now desires to approve the portion of the Redevelopment Project to be located within Redevelopment Project Area 4, as legally described in Exhibit A and as depicted in Exhibit B of this ordinance, such portion to be referred to as "Redevelopment Project 4," and to activate the collection of tax increment financing revenues within Redevelopment Project Area 4.

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

SECTION 1. Redevelopment Project 4 is approved as a redevelopment project within Redevelopment Project Area 4 pursuant to the TIF Act.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 4. After the total equalized assessed valuation of the taxable real property in Redevelopment Project Area 4 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 4, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such area by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 4 shall be allocated to and, when collected, shall be paid to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 4, and any applicable penalty and interest over and above the initial equalized

assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City's finance director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Noland Fashion Square Special Allocation Fund of the City for the purpose of paying redevelopment project costs.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within Redevelopment Project Area 4 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon and all other taxes excluded from tax increment financing by Missouri law at the time of this ordinance, shall be allocated to, and paid by the local political subdivision collecting officer to the City's finance director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Noland Fashion Square Special Allocation Fund.

SECTION 4. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. This ordinance shall take effect and be in full force as set forth in the City Charter.

[remainder of page intentionally left blank]

PASSED ON 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

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 4

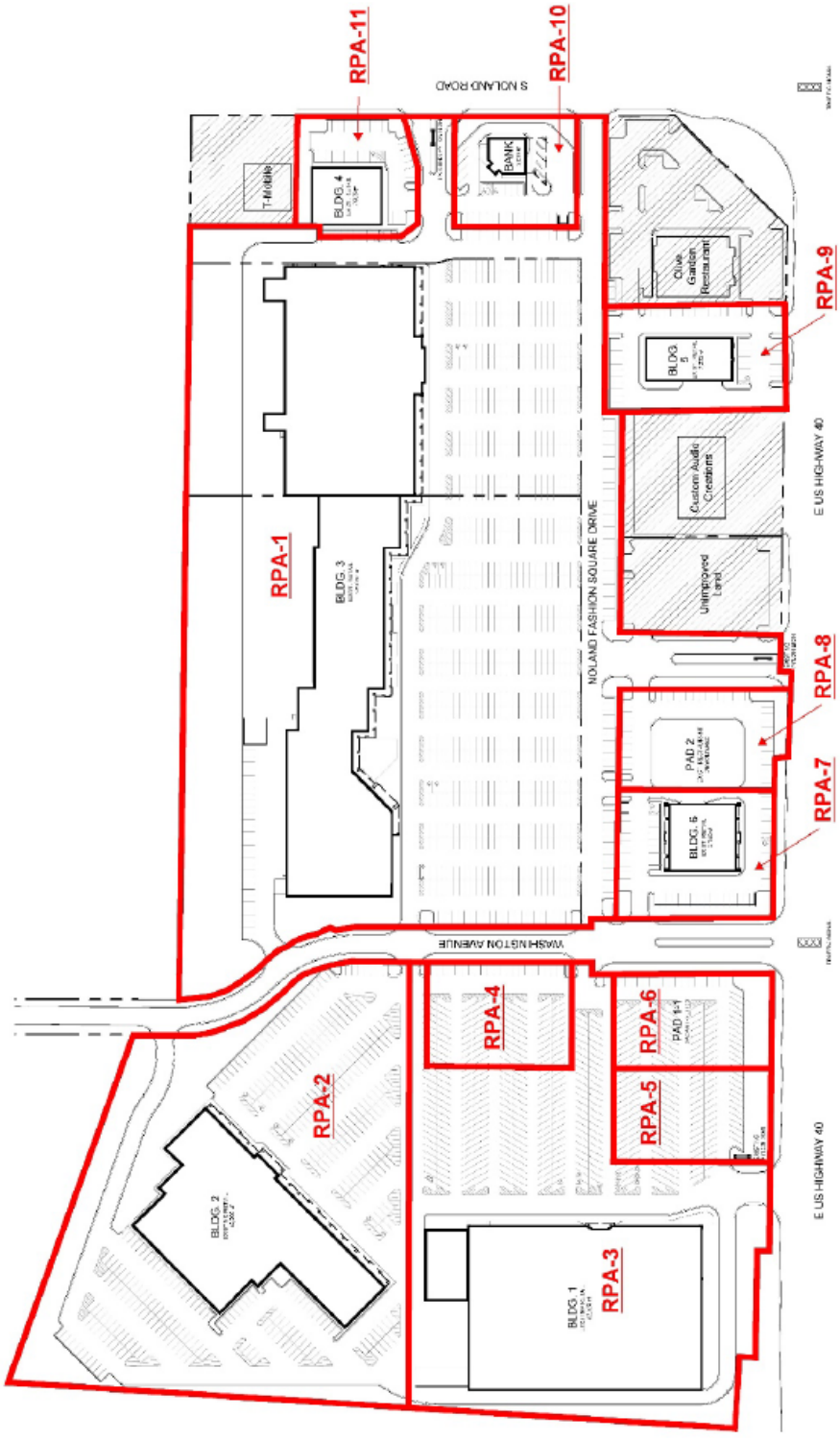
REDEVELOPMENT PROJECT AREA 4
LEGAL DESCRIPTION

THAT PART OF LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF SAID NOLAND FASHION SQUARE WEST; THENCE NORTH 2°-03'-45" EAST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 33.05 FEET; THENCE SOUTH 87°-56'-09" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET; THENCE NORTH 2°-03'-51" EAST CONTINUING ALONG SAID EAST LINE, A DISTANCE OF 25.56 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND TO BE HEREIN DESCRIBED; THENCE CONTINUING NORTH 2°-03'-51" EAST ALONG SAID EAST LINE, A DISTANCE OF 206.86 FEET; THENCE NORTH 87°-22'-00" WEST, A DISTANCE OF 153.42 FEET; THENCE SOUTH 2°-03'-51" WEST, A DISTANCE OF 206.86 FEET; THENCE SOUTH 87°-22'-00" EAST, A DISTANCE OF 153.42 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

MAP OF REDEVELOPMENT PROJECT AREA 4

That portion of the map below designated as “RPA-4”:



MAP OF THE REDEVELOPMENT PROJECT AREAS

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-045 **2R** An ordinance approving Redevelopment Project 5 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 5. **2R** **Item Postponed Indefinitely 7-0**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). A public hearing was held before the TIF Commission on April 21, 2026, after which the TIF Commission voted to recommend approval of the Redevelopment Plan, the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

These ordinances begin the 23-year collection period for tax increment financing within each of the 11 Redevelopment Project Areas described in the Redevelopment Plan.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Project Approval - RPA 5 v1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT 5 FOR THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND INITIATING TAX INCREMENT FINANCING WITHIN REDEVELOPMENT PROJECT AREA 5.

WHEREAS, by ordinance, the City Council approved the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as the Redevelopment Area, declared the Redevelopment Area to be a blighted area, and designated T-L Noland LLC, as the developer of record for the TIF Plan; and

WHEREAS, the Tax Increment Financing Commission of Independence, Missouri approved Resolution 2026-01 which recommended that the City Council approve the Redevelopment Project (as defined in the TIF Plan) by ordinance;

WHEREAS, the City Council now desires to approve the portion of the Redevelopment Project to be located within Redevelopment Project Area 5, as legally described in Exhibit A and as depicted in Exhibit B of this ordinance, such portion to be referred to as "Redevelopment Project 5," and to activate the collection of tax increment financing revenues within Redevelopment Project Area 5.

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

SECTION 1. Redevelopment Project 5 is approved as a redevelopment project within Redevelopment Project Area 5 pursuant to the TIF Act.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 5. After the total equalized assessed valuation of the taxable real property in Redevelopment Project Area 5 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 5, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such area by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 5 shall be allocated to and, when collected, shall be paid to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 5, and any applicable penalty and interest over and above the initial equalized

assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City's finance director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Noland Fashion Square Special Allocation Fund of the City for the purpose of paying redevelopment project costs.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within Redevelopment Project Area 5 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon and all other taxes excluded from tax increment financing by Missouri law at the time of this ordinance, shall be allocated to, and paid by the local political subdivision collecting officer to the City's finance director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Noland Fashion Square Special Allocation Fund.

SECTION 4. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. This ordinance shall take effect and be in full force as set forth in the City Charter.

[remainder of page intentionally left blank]

PASSED ON 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

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 5

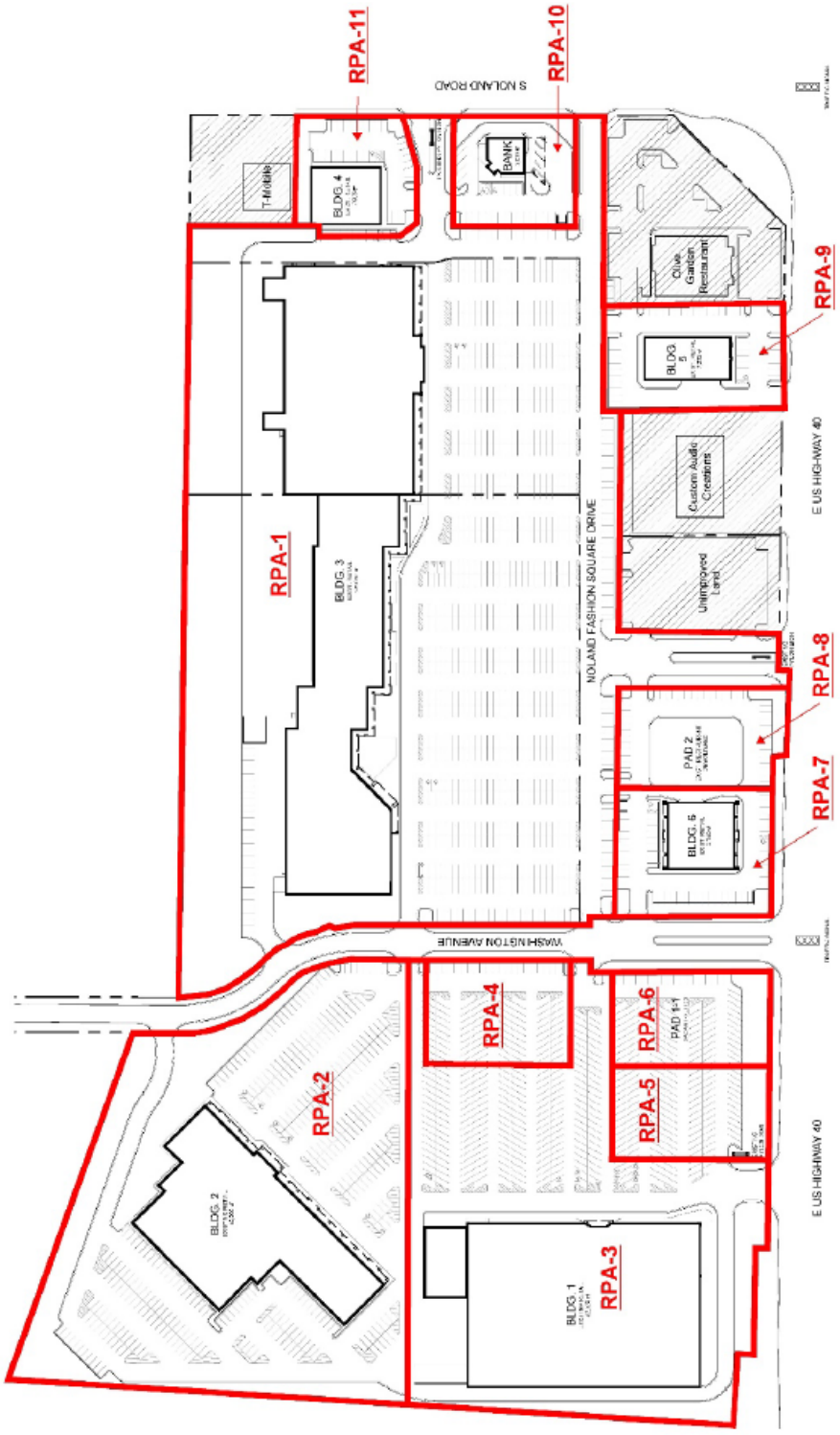
REDEVELOPMENT PROJECT AREA 5
LEGAL DESCRIPTION

THAT PART OF LOT 2, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF SAID NOLAND FASHION SQUARE WEST; THENCE NORTH 87°-15'-57" WEST ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 140.51 FEET; THENCE NORTH 2°-03'-45" EAST, A DISTANCE OF 220.00 FEET; THENCE SOUTH 87°-15'-57" EAST, A DISTANCE OF 140.51 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH 2°-03'-45" WEST ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

MAP OF REDEVELOPMENT PROJECT AREA 5

That portion of the map below designated as “RPA-5”:



MAP OF THE REDEVELOPMENT PROJECT AREAS

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-046 **2R** An ordinance approving Redevelopment Project 6 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 6. **2R** **Item Postponed Indefinitely 7-0**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). A public hearing was held before the TIF Commission on April 21, 2026, after which the TIF Commission voted to recommend approval of the Redevelopment Plan, the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

These ordinances begin the 23-year collection period for tax increment financing within each of the 11 Redevelopment Project Areas described in the Redevelopment Plan.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Project Approval - RPA 6 v1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT 6 FOR THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND INITIATING TAX INCREMENT FINANCING WITHIN REDEVELOPMENT PROJECT AREA 6.

WHEREAS, by ordinance, the City Council approved the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as the Redevelopment Area, declared the Redevelopment Area to be a blighted area, and designated T-L Noland LLC, as the developer of record for the TIF Plan; and

WHEREAS, the Tax Increment Financing Commission of Independence, Missouri approved Resolution 2026-01 which recommended that the City Council approve the Redevelopment Project (as defined in the TIF Plan) by ordinance;

WHEREAS, the City Council now desires to approve the portion of the Redevelopment Project to be located within Redevelopment Project Area 6, as legally described in Exhibit A and as depicted in Exhibit B of this ordinance, such portion to be referred to as "Redevelopment Project 6," and to activate the collection of tax increment financing revenues within Redevelopment Project Area 6.

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

SECTION 1. Redevelopment Project 6 is approved as a redevelopment project within Redevelopment Project Area 6 pursuant to the TIF Act.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 6. After the total equalized assessed valuation of the taxable real property in Redevelopment Project Area 6 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 6, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such area by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 6 shall be allocated to and, when collected, shall be paid to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 6, and any applicable penalty and interest over and above the initial equalized

assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City's finance director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Noland Fashion Square Special Allocation Fund of the City for the purpose of paying redevelopment project costs.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within Redevelopment Project Area 6 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon and all other taxes excluded from tax increment financing by Missouri law at the time of this ordinance, shall be allocated to, and paid by the local political subdivision collecting officer to the City's finance director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Noland Fashion Square Special Allocation Fund.

SECTION 4. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. This ordinance shall take effect and be in full force as set forth in the City Charter.

[remainder of page intentionally left blank]

PASSED ON 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

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 6

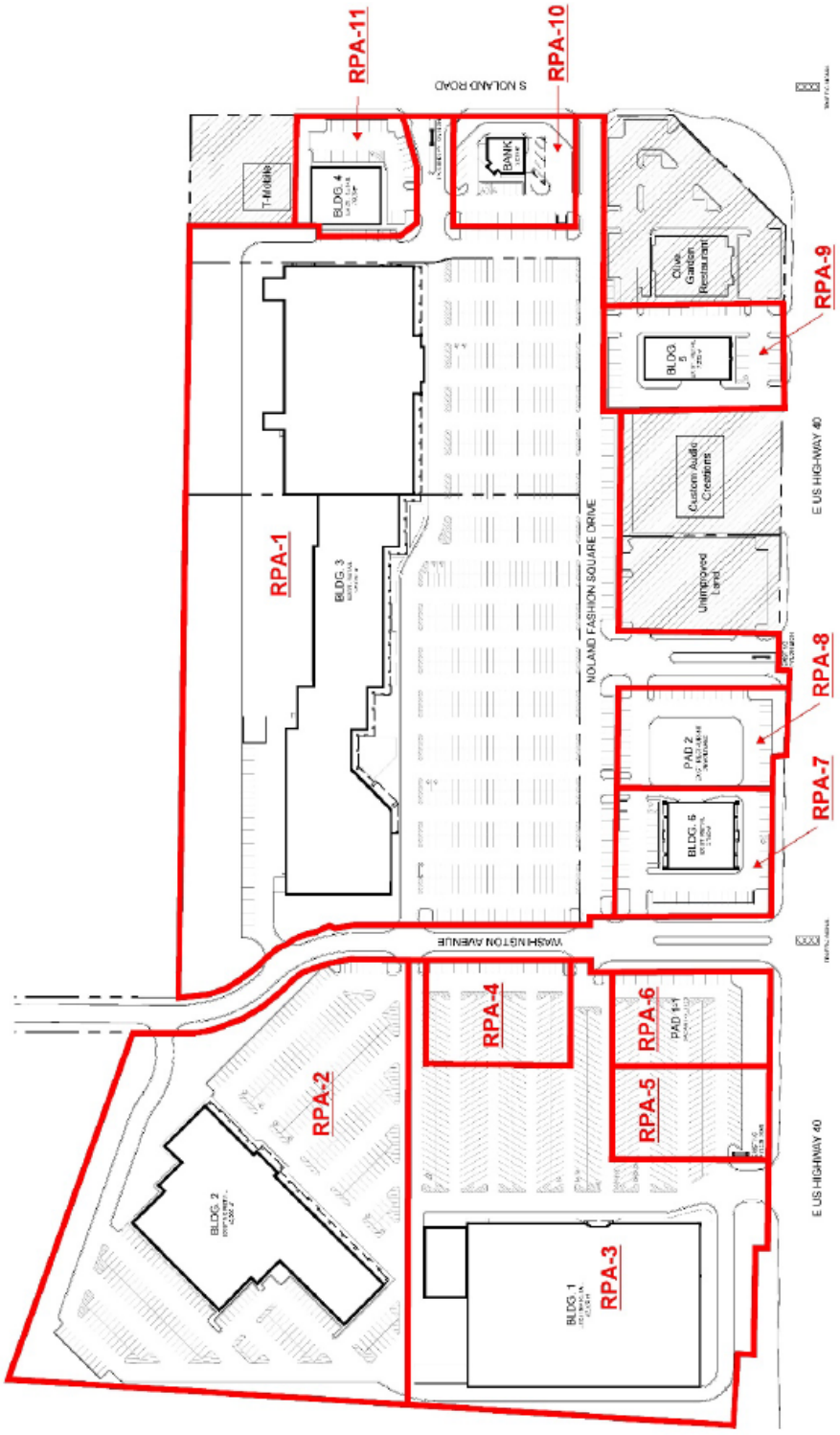
REDEVELOPMENT PROJECT AREA 6
LEGAL DESCRIPTION

TRACT 2: LOT 3, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

EXHIBIT B

MAP OF REDEVELOPMENT PROJECT AREA 6

That portion of the map below designated as “RPA-6”:



MAP OF THE REDEVELOPMENT PROJECT AREAS

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-047 **2R** An ordinance approving Redevelopment Project 7 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 7. **2R** **Item Postponed Indefinitely 7-0**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). A public hearing was held before the TIF Commission on April 21, 2026, after which the TIF Commission voted to recommend approval of the Redevelopment Plan, the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

These ordinances begin the 23-year collection period for tax increment financing within each of the 11 Redevelopment Project Areas described in the Redevelopment Plan.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Project Approval - RPA 7 v1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT 7 FOR THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND INITIATING TAX INCREMENT FINANCING WITHIN REDEVELOPMENT PROJECT AREA 7.

WHEREAS, by ordinance, the City Council approved the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as the Redevelopment Area, declared the Redevelopment Area to be a blighted area, and designated T-L Noland LLC, as the developer of record for the TIF Plan; and

WHEREAS, the Tax Increment Financing Commission of Independence, Missouri approved Resolution 2026-01 which recommended that the City Council approve the Redevelopment Project (as defined in the TIF Plan) by ordinance;

WHEREAS, the City Council now desires to approve the portion of the Redevelopment Project to be located within Redevelopment Project Area 7, as legally described in Exhibit A and as depicted in Exhibit B of this ordinance, such portion to be referred to as "Redevelopment Project 7," and to activate the collection of tax increment financing revenues within Redevelopment Project Area 7.

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

SECTION 1. Redevelopment Project 7 is approved as a redevelopment project within Redevelopment Project Area 7 pursuant to the TIF Act.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 7. After the total equalized assessed valuation of the taxable real property in Redevelopment Project Area 7 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 7, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such area by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 7 shall be allocated to and, when collected, shall be paid to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 7, and any applicable penalty and interest over and above the initial equalized

assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City's finance director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Noland Fashion Square Special Allocation Fund of the City for the purpose of paying redevelopment project costs.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within Redevelopment Project Area 7 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon and all other taxes excluded from tax increment financing by Missouri law at the time of this ordinance, shall be allocated to, and paid by the local political subdivision collecting officer to the City's finance director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Noland Fashion Square Special Allocation Fund.

SECTION 4. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. This ordinance shall take effect and be in full force as set forth in the City Charter.

[remainder of page intentionally left blank]

PASSED ON 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

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 7

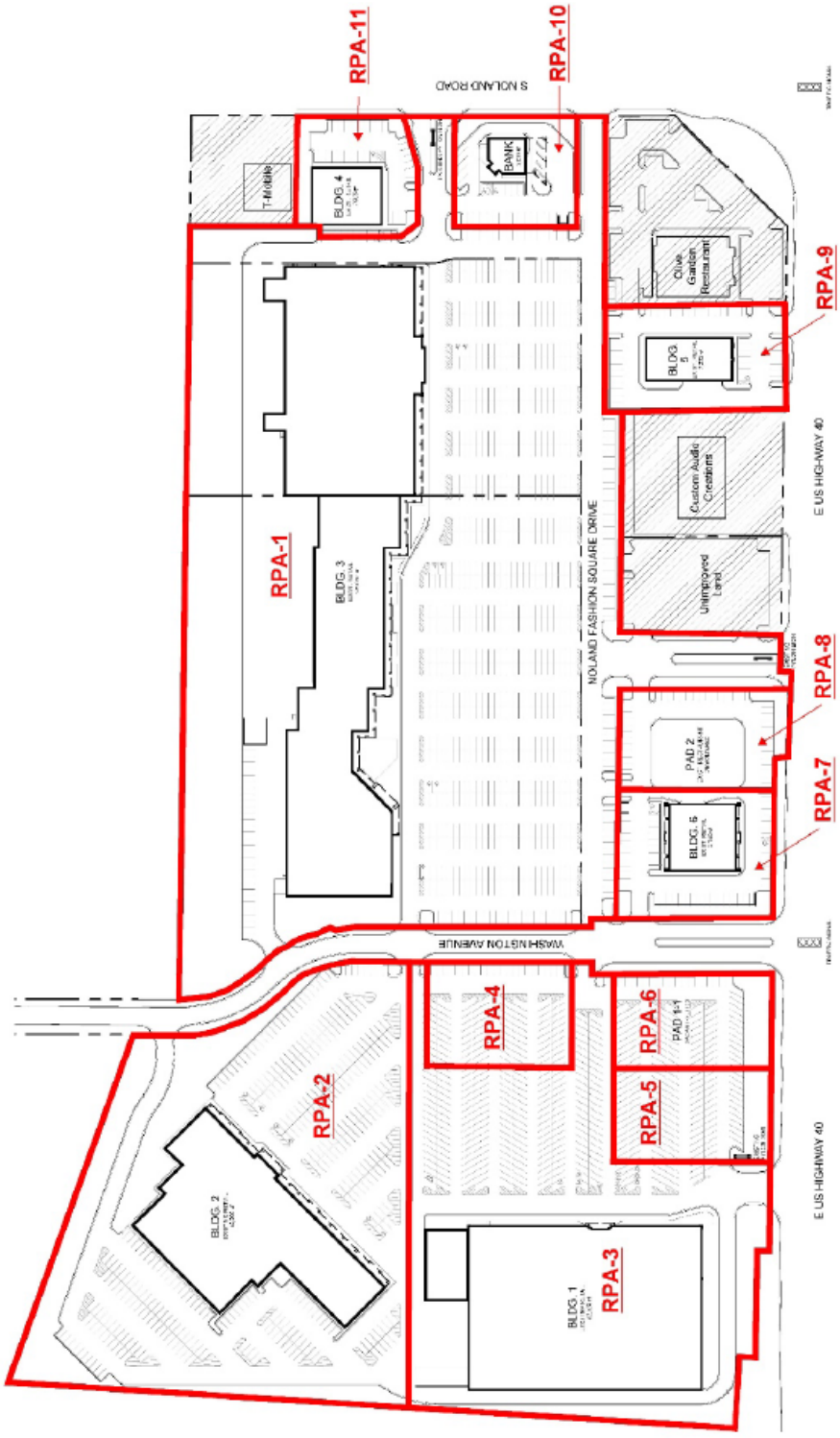
REDEVELOPMENT PROJECT AREA 7
LEGAL DESCRIPTION

TRACT 1: LOT 6, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

EXHIBIT B

MAP OF REDEVELOPMENT PROJECT AREA 7

That portion of the map below designated as “RPA-7”:



MAP OF THE REDEVELOPMENT PROJECT AREAS

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-048 **2R** An ordinance approving Redevelopment Project 8 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 8. **2R** **Item Postponed Indefinitely 7-0**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). A public hearing was held before the TIF Commission on April 21, 2026, after which the TIF Commission voted to recommend approval of the Redevelopment Plan, the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

These ordinances begin the 23-year collection period for tax increment financing within each of the 11 Redevelopment Project Areas described in the Redevelopment Plan.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Project Approval - RPA 8 v1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT 8 FOR THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND INITIATING TAX INCREMENT FINANCING WITHIN REDEVELOPMENT PROJECT AREA 8.

WHEREAS, by ordinance, the City Council approved the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as the Redevelopment Area, declared the Redevelopment Area to be a blighted area, and designated T-L Noland LLC, as the developer of record for the TIF Plan; and

WHEREAS, the Tax Increment Financing Commission of Independence, Missouri approved Resolution 2026-01 which recommended that the City Council approve the Redevelopment Project (as defined in the TIF Plan) by ordinance;

WHEREAS, the City Council now desires to approve the portion of the Redevelopment Project to be located within Redevelopment Project Area 8, as legally described in Exhibit A and as depicted in Exhibit B of this ordinance, such portion to be referred to as "Redevelopment Project 8," and to activate the collection of tax increment financing revenues within Redevelopment Project Area 8.

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

SECTION 1. Redevelopment Project 8 is approved as a redevelopment project within Redevelopment Project Area 8 pursuant to the TIF Act.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 8. After the total equalized assessed valuation of the taxable real property in Redevelopment Project Area 8 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 8, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such area by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 8 shall be allocated to and, when collected, shall be paid to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 8, and any applicable penalty and interest over and above the initial equalized

assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City's finance director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Noland Fashion Square Special Allocation Fund of the City for the purpose of paying redevelopment project costs.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within Redevelopment Project Area 8 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon and all other taxes excluded from tax increment financing by Missouri law at the time of this ordinance, shall be allocated to, and paid by the local political subdivision collecting officer to the City's finance director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Noland Fashion Square Special Allocation Fund.

SECTION 4. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. This ordinance shall take effect and be in full force as set forth in the City Charter.

[remainder of page intentionally left blank]

PASSED ON 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

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 8

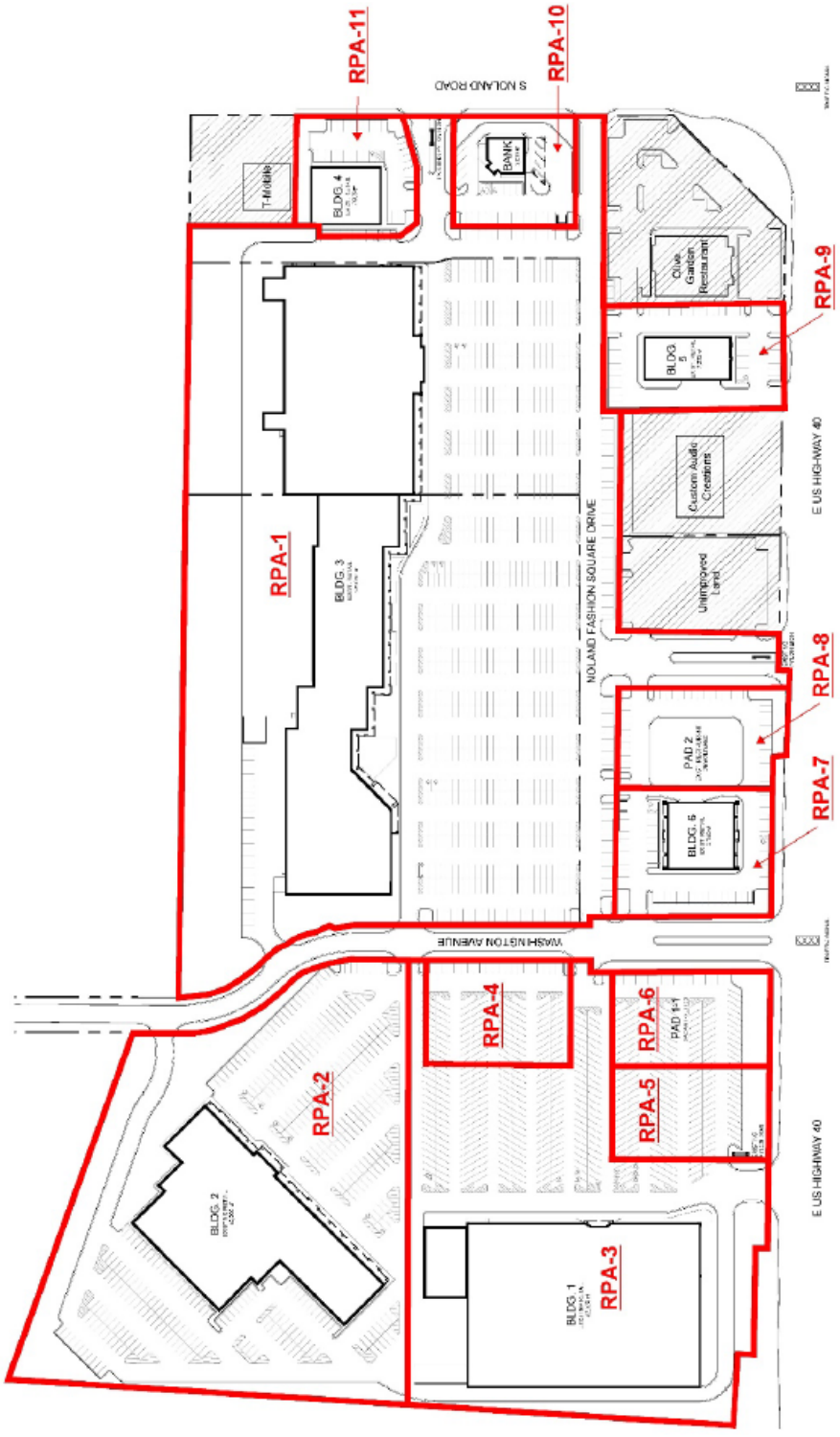
REDEVELOPMENT PROJECT AREA 8
LEGAL DESCRIPTION

TRACT 1: LOT 5, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

EXHIBIT B

MAP OF REDEVELOPMENT PROJECT AREA 8

That portion of the map below designated as “RPA-8”:



MAP OF THE REDEVELOPMENT PROJECT AREAS

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-049 **2R** An ordinance approving Redevelopment Project 9 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 9. **2R** **Item Postponed Indefinitely 7-0**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). A public hearing was held before the TIF Commission on April 21, 2026, after which the TIF Commission voted to recommend approval of the Redevelopment Plan, the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

These ordinances begin the 23-year collection period for tax increment financing within each of the 11 Redevelopment Project Areas described in the Redevelopment Plan.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Project Approval - RPA 9 v1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT 9 FOR THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND INITIATING TAX INCREMENT FINANCING WITHIN REDEVELOPMENT PROJECT AREA 9.

WHEREAS, by ordinance, the City Council approved the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as the Redevelopment Area, declared the Redevelopment Area to be a blighted area, and designated T-L Noland LLC, as the developer of record for the TIF Plan; and

WHEREAS, the Tax Increment Financing Commission of Independence, Missouri approved Resolution 2026-01 which recommended that the City Council approve the Redevelopment Project (as defined in the TIF Plan) by ordinance;

WHEREAS, the City Council now desires to approve the portion of the Redevelopment Project to be located within Redevelopment Project Area 9, as legally described in Exhibit A and as depicted in Exhibit B of this ordinance, such portion to be referred to as "Redevelopment Project 9," and to activate the collection of tax increment financing revenues within Redevelopment Project Area 9.

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

SECTION 1. Redevelopment Project 9 is approved as a redevelopment project within Redevelopment Project Area 9 pursuant to the TIF Act.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 9. After the total equalized assessed valuation of the taxable real property in Redevelopment Project Area 9 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 9, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such area by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 9 shall be allocated to and, when collected, shall be paid to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment

Project Area 9, and any applicable penalty and interest over and above the initial equalized assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City's finance director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Noland Fashion Square Special Allocation Fund of the City for the purpose of paying redevelopment project costs.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within Redevelopment Project Area 9 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon and all other taxes excluded from tax increment financing by Missouri law at the time of this ordinance, shall be allocated to, and paid by the local political subdivision collecting officer to the City's finance director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Noland Fashion Square Special Allocation Fund.

SECTION 4. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. This ordinance shall take effect and be in full force as set forth in the City Charter.

[remainder of page intentionally left blank]

PASSED ON 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

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 9

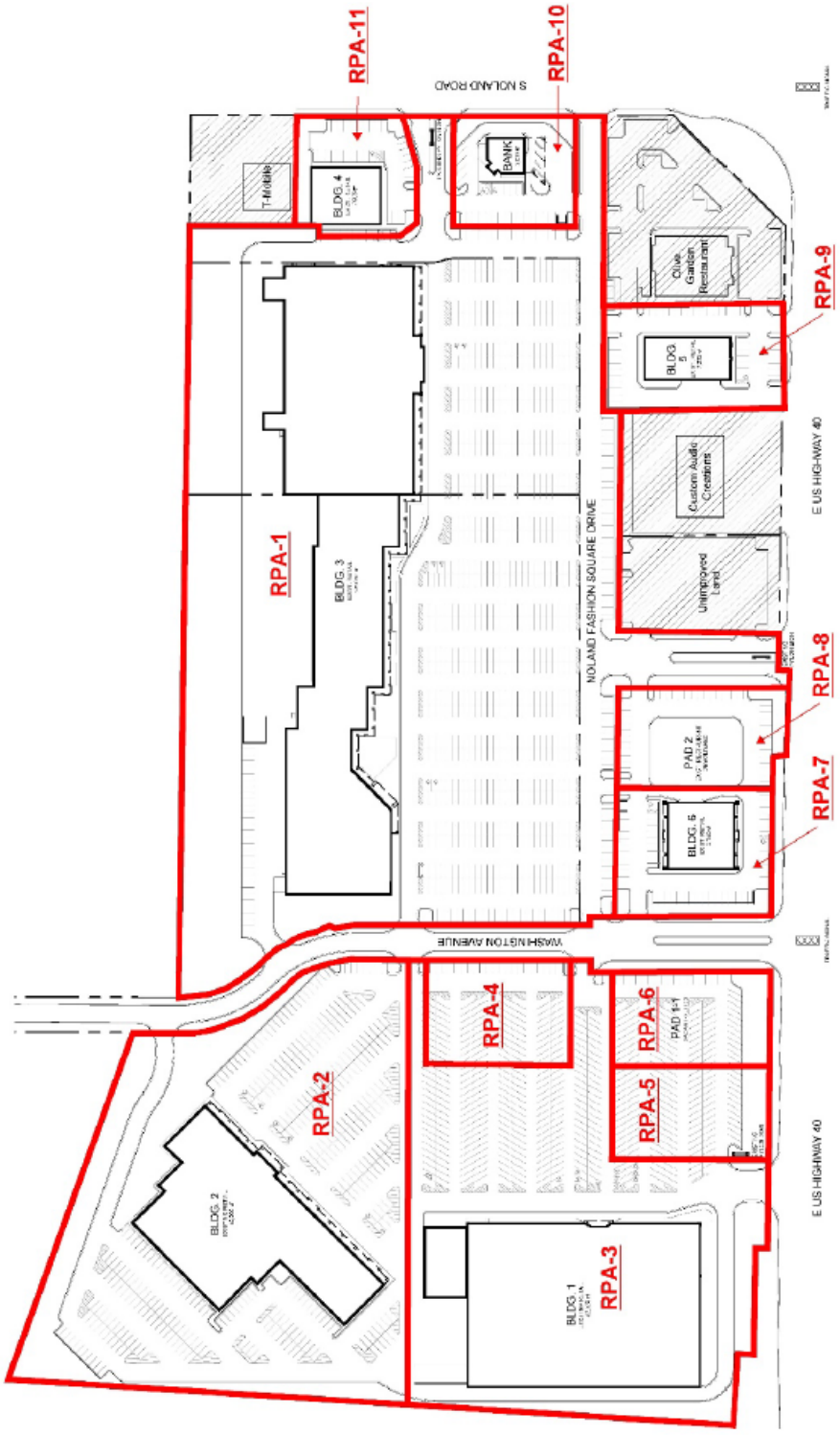
REDEVELOPMENT PROJECT AREA 9
LEGAL DESCRIPTION

TRACT 1: LOT 3, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

EXHIBIT B

MAP OF REDEVELOPMENT PROJECT AREA 9

That portion of the map below designated as “RPA-9”:



MAP OF THE REDEVELOPMENT PROJECT AREAS

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-050 **2R** An ordinance approving Redevelopment Project 10 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 10. **2R** **Item Postponed Indefinitely 7-0**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). A public hearing was held before the TIF Commission on April 21, 2026, after which the TIF Commission voted to recommend approval of the Redevelopment Plan, the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

These ordinances begin the 23-year collection period for tax increment financing within each of the 11 Redevelopment Project Areas described in the Redevelopment Plan.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Project Approval - RPA 10 v1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT 10 FOR THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND INITIATING TAX INCREMENT FINANCING WITHIN REDEVELOPMENT PROJECT AREA 10.

WHEREAS, by ordinance, the City Council approved the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as the Redevelopment Area, declared the Redevelopment Area to be a blighted area, and designated T-L Noland LLC, as the developer of record for the TIF Plan; and

WHEREAS, the Tax Increment Financing Commission of Independence, Missouri approved Resolution 2026-01 which recommended that the City Council approve the Redevelopment Project (as defined in the TIF Plan) by ordinance;

WHEREAS, the City Council now desires to approve the portion of the Redevelopment Project to be located within Redevelopment Project Area 10, as legally described in Exhibit A and as depicted in Exhibit B of this ordinance, such portion to be referred to as "Redevelopment Project 10," and to activate the collection of tax increment financing revenues within Redevelopment Project Area 10.

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

SECTION 1. Redevelopment Project 10 is approved as a redevelopment project within Redevelopment Project Area 10 pursuant to the TIF Act.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 10. After the total equalized assessed valuation of the taxable real property in Redevelopment Project Area 10 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 10, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such area by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 10 shall be allocated to and, when collected, shall be paid to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 10, and any applicable penalty and interest over and above the initial equalized

assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City's finance director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Noland Fashion Square Special Allocation Fund of the City for the purpose of paying redevelopment project costs.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within Redevelopment Project Area 10 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon and all other taxes excluded from tax increment financing by Missouri law at the time of this ordinance, shall be allocated to, and paid by the local political subdivision collecting officer to the City's finance director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Noland Fashion Square Special Allocation Fund.

SECTION 4. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. This ordinance shall take effect and be in full force as set forth in the City Charter.

[remainder of page intentionally left blank]

PASSED ON 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

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 10

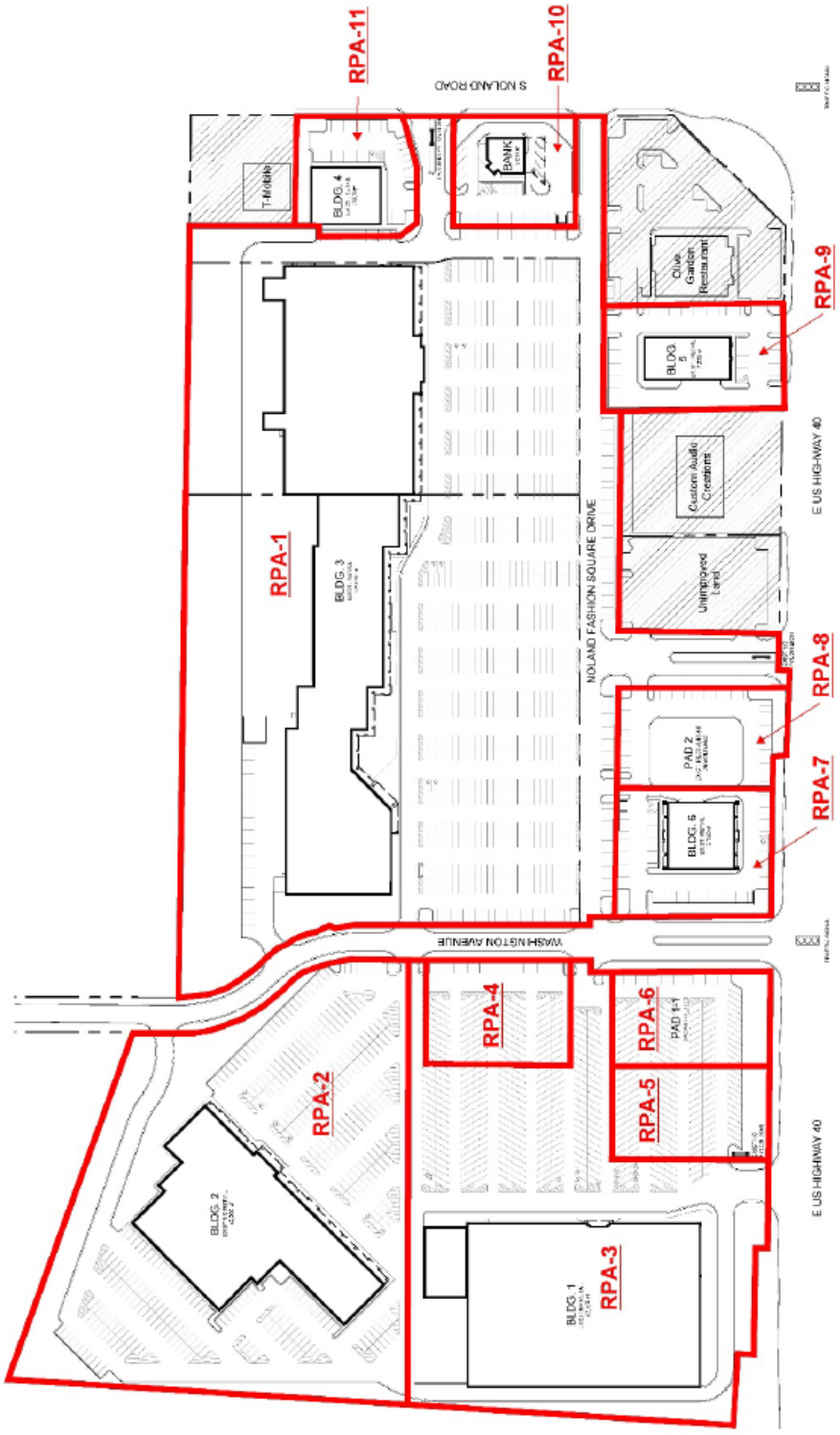
REDEVELOPMENT PROJECT AREA 10
LEGAL DESCRIPTION

TRACT 1: LOT 2, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

EXHIBIT B

MAP OF REDEVELOPMENT PROJECT AREA 10

That portion of the map below designated as “RPA-10”:



MAP OF THE REDEVELOPMENT PROJECT AREAS

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-051 **2R** An ordinance approving Redevelopment Project 11 for the Noland Fashion Square Tax Increment Financing Redevelopment Plan and initiating tax increment financing within Redevelopment Project Area 11. **2R** **Item Postponed Indefinitely 7-0**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). A public hearing was held before the TIF Commission on April 21, 2026, after which the TIF Commission voted to recommend approval of the Redevelopment Plan, the designation of the proposed redevelopment area (the "Redevelopment Area"), and the adoption of the redevelopment projects described in the Redevelopment Plan (the "Redevelopment Projects").

The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

These ordinances begin the 23-year collection period for tax increment financing within each of the 11 Redevelopment Project Areas described in the Redevelopment Plan.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Project Approval - RPA 11 v1

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING REDEVELOPMENT PROJECT 11 FOR THE NOLAND FASHION SQUARE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND INITIATING TAX INCREMENT FINANCING WITHIN REDEVELOPMENT PROJECT AREA 11.

WHEREAS, by ordinance, the City Council approved the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan") pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as the Redevelopment Area, declared the Redevelopment Area to be a blighted area, and designated T-L Noland LLC, as the developer of record for the TIF Plan; and

WHEREAS, the Tax Increment Financing Commission of Independence, Missouri approved Resolution 2026-01 which recommended that the City Council approve the Redevelopment Project (as defined in the TIF Plan) by ordinance;

WHEREAS, the City Council now desires to approve the portion of the Redevelopment Project to be located within Redevelopment Project Area 11, as legally described in Exhibit A and as depicted in Exhibit B of this ordinance, such portion to be referred to as "Redevelopment Project 11," and to activate the collection of tax increment financing revenues within Redevelopment Project Area 11.

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

SECTION 1. Redevelopment Project 11 is approved as a redevelopment project within Redevelopment Project Area 11 pursuant to the TIF Act.

SECTION 2. Tax increment allocation financing is hereby adopted for taxable real property in Redevelopment Project Area 11. After the total equalized assessed valuation of the taxable real property in Redevelopment Project Area 11 exceeds the certified total initial equalized assessed valuation of the taxable real property in Redevelopment Project Area 11, the ad valorem taxes, and payment in lieu of taxes, if any, arising from the levies upon the taxable real property in such area by taxing districts and tax rates determined in the manner provided in subsection 2 of Section 99.855 each year after the effective date of the ordinance until redevelopment costs have been paid shall be divided as set forth in this section.

A. That portion of taxes, penalties and interest levied upon each taxable lot, block, tract, or parcel of real property which is attributable to the initial equalized assessed value of each such taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 11 shall be allocated to and, when collected, shall be paid to the respective affected taxing districts in the manner required by law in the absence of the adoption of tax increment allocation financing.

B. Payments in lieu of taxes attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract, or parcel of real property in Redevelopment Project Area 11, and any applicable penalty and interest over and above the initial equalized

assessed value of each such unit of property shall be allocated to and, when collected, shall be paid to the City's finance director or other designated financial officer of the City who shall deposit such payment in lieu of taxes into the Noland Fashion Square Special Allocation Fund of the City for the purpose of paying redevelopment project costs.

SECTION 3. In addition to the payments in lieu of taxes described in Section 2 above, fifty percent (50%) of the total additional revenue from taxes, penalties and interest which are imposed by the City or taxing districts, and which are generated by economic activities within Redevelopment Project Area 11 over the amount of such taxes generated by economic activities within such area in the calendar year prior to the adoption of this ordinance, while tax increment financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, licenses, fees or special assessments other than payments in lieu of taxes and interest and penalties thereon and all other taxes excluded from tax increment financing by Missouri law at the time of this ordinance, shall be allocated to, and paid by the local political subdivision collecting officer to the City's finance director or other designated financial officer of the City, who shall deposit such funds in a separate segregated account within the Noland Fashion Square Special Allocation Fund.

SECTION 4. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, to create those funds and accounts required by the Act to implement the TIF Plan, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 5. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 6. This ordinance shall take effect and be in full force as set forth in the City Charter.

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PASSED ON 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

EXHIBIT A

LEGAL DESCRIPTION OF REDEVELOPMENT PROJECT AREA 11

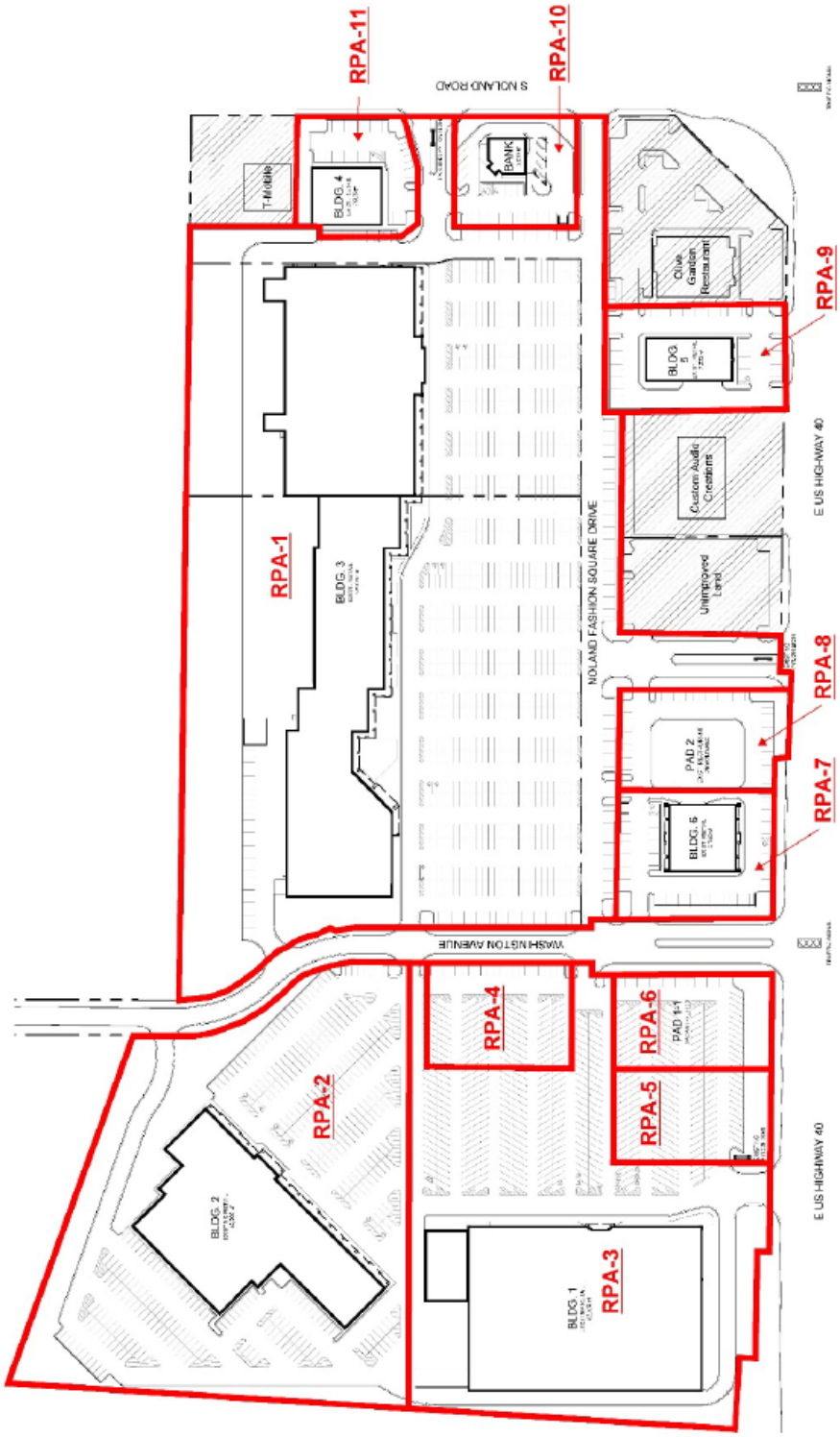
REDEVELOPMENT PROJECT AREA 11
LEGAL DESCRIPTION

TRACT 1: LOT 1, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

EXHIBIT B

MAP OF REDEVELOPMENT PROJECT AREA 11

That portion of the map below designated as “RPA-11”:



MAP OF THE REDEVELOPMENT PROJECT AREAS

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-053 **2R** An ordinance supporting the formation of the Noland Fashion Square Transportation Development District and approving a cooperative agreement. **2R Item passes 7-0 Ord. No. 19813**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

Part of the Redevelopment Plan calls for the formation of a transportation development district overlapping the Redevelopment Area to impose a 1.0% sales tax on the Redevelopment Area to increase revenues for repayment of costs authorized under the Redevelopment Plan. The Developer has submitted a petition in the Circuit Court of Jackson County for formation of the Noland Fashion Square Transportation Development District (the "TDD"). This ordinance authorizes the City to file a response in support of formation of the TDD and to enter into a cooperative agreement with the TDD once formed.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - TDD Support and Cooperative Agreement Approval v1
2. Supporting Documents - TDD
3. Ord. No. 19813

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE SUPPORTING THE FORMATION OF THE NOLAND FASHION SQUARE TRANSPORTATION DEVELOPMENT DISTRICT AND APPROVING A COOPERATIVE AGREEMENT.

WHEREAS, in connection with the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan"), which designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as a "Redevelopment Area," affiliates of T-L Noland LLC (the "Developer") filed a petition (the "TDD Petition") in the Circuit Court of Jackson County, Missouri (the "Court") to form the Noland Fashion Square Transportation Development District (the "TDD") with boundaries overlapping the Redevelopment Area in accordance with Sections 238.200 to 238.275 of the Revised Statues of Missouri (the "TDD Act");

WHEREAS, the City of Independence, Missouri (the "City") will constitute a "local transportation authority" with respect to such portion of the project described in the TDD Petition that is not intended to be merged into the state highways and transportation system;

WHEREAS, the formation of the TDD and the authorization of the TDD to impose a 1.0% sales tax and special assessments within the boundaries of the Redevelopment Area will assist in the payment of redevelopment project costs under the TIF Plan and will lessen the burden on the City and other taxing jurisdictions under the TIF Plan; and

WHEREAS, the City Council now desires to approve certain actions in support of the TDD Petition, including the execution of a cooperative agreement with the TDD.

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

SECTION 1. The City hereby expresses its support for the formation of the TDD through the TDD Petition. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take such actions as are deemed appropriate to support the TDD Petition, including the filing of an answer with the Court evidencing the City's support for the TDD Petition.

SECTION 2. The City is authorized to enter into a cooperative agreement (the "Cooperative Agreement"), in substantially the form attached hereto as Exhibit A, and the City is hereby authorized to execute and deliver the Cooperative Agreement with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof.

SECTION 3. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 4. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 5. This ordinance shall take effect and be in full force as set forth in the City Charter.

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PASSED ON 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

EXHIBIT A

COOPERATIVE AGREEMENT

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this "Agreement") is made and entered into as of _____ ___, 2026, by and among the **CITY OF INDEPENDENCE, MISSOURI,** a constitutional charter city organized and existing under the laws of the State of Missouri (the *"City"*), the **NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT,** a community improvement district and political subdivision of the State of Missouri (the *"CID"*), the **NOLAND FASHION SQUARE TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the *"TDD"*), and **T-L NOLAND LLC**, a Delaware limited liability company (the *"Developer"* and collectively with the City, the CID and the TDD, the *"Parties"*).

RECITALS:

A. On _____ ___, 2026, the City Council adopted Ordinance No. _____ approving a petition to establish the CID.

B. On _____ ___, 2026, the Circuit Court of Jackson County, Missouri entered a Judgment and Order establishing the TDD.

C. The respective Boards of Directors of the CID and the TDD have passed resolutions authorizing the CID and the TDD to execute this Agreement and the City Council has adopted an ordinance authorizing the City to execute this Agreement.

D. The Developer has authorized its execution of this Agreement by appropriate company action.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Redevelopment Agreement dated as of _____ ___, 2026 by and between the City and the Developer, as may be amended from time to time (the *"Redevelopment Agreement"*).

Section 2. Authority of the City. The City has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 3. Authority of the CID. The CID has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary CID proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the CID, enforceable in accordance with its terms.

Section 4. Authority of the TDD. The TDD has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary TDD

proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the TDD, enforceable in accordance with its terms.

Section 5. Authority of the Developer. The Developer has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary Developer proceedings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 6. Construction of the District Projects. The Parties acknowledge that the CID Project and the TDD Project are included in the Redevelopment Project and the Work to be completed in accordance with the terms of the Redevelopment Agreement.

Section 7. Approval, Maintenance and Transfer of the TDD Project.

(a) The City, as the applicable local transportation authority under the TDD Act, hereby approves the TDD Project for purposes of the TDD Act; provided, however, that such approval is not effective as any approval required under the Municipal Code, does not exempt the Developer from any zoning or site plan review process required by the Municipal Code and does not constitute the City's approval of any documents comprising the Approved Site Plans.

(b) The portions of the TDD Project that will become part of the City's transportation network shall be built to the plans and specifications that are approved by the City in accordance with the Municipal Code and the Redevelopment Agreement. All portions of the TDD Project built in City rights-of-way or on City-owned property will be maintained by the City after the provisions of this subsection have been satisfied. Upon completion of all or any portion of the TDD Project that will become part of the City's transportation network, the Developer shall deliver to the City a completion certificate signed by a representative of the engineering firm responsible for the design of the improvements, certifying that the TDD Project, or portion thereof, has been completed in accordance with the final plans and specifications as approved by the City, and a certificate signed by Developer certifying that all sums due to the contractor with respect to the TDD Project, or portion thereof, have been paid. At or after delivery of such certificates, the Developer shall deliver appropriate documentation conveying the applicable portion(s) of the TDD Project to the City.

Section 8. CID Revenues.

(a) The CID has passed resolutions to (1) subject to voter approval, impose the CID Sales Tax and (2) impose the CID Special Assessment.

(b) The CID and the City expect the CID Sales Tax to be collected by the Missouri Department of Revenue. The CID shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the CID Sales Tax and direct remittance of the proceeds of the CID Sales Tax to the City. The CID and the City expect the CID Special Assessment to be collected by Jackson County, Missouri. The CID shall cooperate with Jackson County, Missouri in all respects and as necessary for the collection by Jackson County, Missouri of the CID Special Assessment and direct remittance of the proceeds of the CID Special Assessment to the City.

(c) The CID Revenues (including both the CID Sales Tax and the CID Special Assessment) shall be received by the City and applied, subject to annual appropriation by the CID with respect to CID Sales Tax proceeds, as provided in Section 6.2 of the Redevelopment Agreement. The CID shall direct all CID Revenues received by it to the City for such purpose.

(d) The City shall: (i) maintain the Noland Fashion Square Community Improvement District Sales Tax Trust Fund (the "CID Sales Tax Account") and the Noland Fashion Square Community Improvement District Special Assessment Trust Fund (the "CID Special Assessment Account") for deposit of all proceeds of the CID Sales Tax and the CID Special Assessment, as applicable, received by the City and pay any reasonable bank fees; (ii) maintain the CID's checkbook, write checks, and arrange for check signatures by authorized CID officers for payment of CID-approved expenditures; and (iii) keep accurate records of the CID Revenues collected and distributed in accordance with this Agreement and the Redevelopment Agreement.

(e) As compensation to the City for performing its obligations under **Section 8(d)**, above, the City shall be entitled to the amount of $5,000 each calendar year, which shall be paid to the City from CID Revenue as CID Annual Operating Costs pursuant to Section 6.2 of the Redevelopment Agreement.

(f) The CID shall prepare or cause to be prepared financial statements, budgets and reports, and file the same, as and when required under the CID Act and Section 105.145, RSMo.

(g) The CID shall and the City may take all actions necessary for enforcement of the CID Sales Tax and the CID Special Assessment, provided that the City shall not be asked to incur any expense unless CID Revenues or Developer funds are made available to the City to cover such expense, which may be paid or reimbursed as set forth in Section 6.2 of the Redevelopment Agreement. The City or the CID may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the CID deems reasonably necessary to secure the payment of the CID Sales Tax and the CID Special Assessment. The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and the CID in the enforcement of the CID Sales Tax and the CID Special Assessment.

(h) The CID hereby consents and agrees that 50% of the revenues generated by the CID Sales Tax shall constitute EATS and, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund.

(i) So long as any TIF Obligations or other amounts payable from CID Revenues pursuant to the Redevelopment Agreement are outstanding, the CID Sales Tax and the CID Special Assessment may not be repealed or reduced. Nothing in this Agreement shall require the imposition of the CID Sales Tax or the CID Special Assessment after the expiration of the voted authority for imposition of the same or beyond the authorized term of the CID.

(j) CID Project costs shall be eligible for reimbursement upon acceptance by the CID of a signed certification of such costs in the form set out in Exhibit D to the Redevelopment Agreement. The CID hereby appoints the City as its agent to review and approve each such Certificate of Reimbursable Redevelopment Project Costs in accordance with the terms of Section 4.2 of the Redevelopment Agreement. The City shall provide to the CID and the CID shall keep records of all Certificates of Reimbursable Redevelopment Project Costs approved by the City that include any costs approved as an "Amount Eligible for Payment from CID Revenues," the total amount of costs so approved, and the amounts that, at any time, have been approved but have not yet been reimbursed.

(k) The CID agrees to cause the officer of the CID at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the CID for each fiscal year a request for an appropriation of CID Revenues generated by the CID Sales Tax for application pursuant to the Financing Agreement and the Bond Indenture, if any, and Section 6.2 of the Redevelopment Agreement.

Section 9. TDD Revenues.

(a) The TDD has passed a resolution to, and has received voter approval to, impose the TDD Sales Tax.

(b) The TDD and the City expect the TDD Sales Tax to be collected by the Missouri Department of Revenue. The TDD shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the TDD Sales Tax and direct remittance of the proceeds of the TDD Sales Tax to the City.

(c) The TDD Revenues (consisting of the TDD Sales Tax) shall be received by the City and applied, subject to annual appropriation by the TDD, as provided in Section 6.2 of the Redevelopment Agreement. The TDD shall direct all TDD Revenues received by it to the City for such purpose.

(d) The City shall: (i) maintain the Noland Fashion Square Transportation Development District Sales Tax Trust Fund (the "TDD Sales Tax Account") for deposit of all proceeds of the TDD Sales Tax received by the City and pay any reasonable bank fees; (ii) maintain the TDD's checkbook, write checks, and arrange for check signatures by authorized TDD officers for payment of TDD-approved expenditures; and (iii) keep accurate records of the TDD Revenues collected and distributed in accordance with this Agreement and the Redevelopment Agreement.

(e) As compensation to the City for performing its obligations under **Section 9(d)**, above, the City shall be entitled to the amount of $5,000 each calendar year, which shall be paid to the City from TDD Revenue as TDD Annual Operating Costs pursuant to Section 6.2 of the Redevelopment Agreement.

(f) The TDD shall prepare or cause to be prepared financial statements, budgets and reports, and file the same, as and when required under the TDD Act and Section 105.145, RSMo.

(g) The TDD shall and the City may take all actions necessary for enforcement of the TDD Sales Tax, provided that the City shall not be asked to incur any expense unless TDD Revenues or Developer funds are made available to the City to cover such expense, which may be paid or reimbursed as set forth in Section 6.2 of the Redevelopment Agreement. The City or the TDD may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the TDD deems reasonably necessary to secure the payment of the TDD Sales Tax. The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and the TDD in the enforcement of the TDD Sales Tax.

(h) The TDD hereby consents and agrees that 50% of the revenues generated by the TDD Sales Tax shall constitute EATS and, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund.

(i) So long as any TIF Obligations or other amounts payable from TDD Revenues pursuant to the Redevelopment Agreement are outstanding, the TDD Sales Tax may not be repealed or reduced. Nothing in this Agreement shall require the imposition of the TDD Sales Tax after the expiration of the voted authority for imposition of the same or beyond the authorized term of the TDD.

(j) TDD Project costs shall be eligible for reimbursement upon acceptance by the TDD of a signed certification of such costs in the form set out in Exhibit D to the Redevelopment Agreement. The TDD hereby appoints the City as its agent to review and approve each such Certificate of Reimbursable Redevelopment Project Costs in accordance with the terms of Section 4.2 of the Redevelopment Agreement. The City shall provide to the TDD and the TDD shall keep records of all Certificates of Reimbursable Redevelopment Project Costs approved by the City that include any costs approved as an "Amount Eligible for

Payment from TDD Revenues," the total amount of costs so approved, and the amounts that, at any time, have been approved but have not yet been reimbursed.

(k) The TDD agrees to cause the officer of the TDD at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the TDD for each fiscal year a request for an appropriation of TDD Revenues for application pursuant to the Financing Agreement and the Bond Indenture, if any, and Section 6.2 of the Redevelopment Agreement.

Section 10. Financing of the District Projects.

(a) The CID Project and the TDD Project are expected to be financed through the issuance of the TIF Obligations, as contemplated by the Redevelopment Agreement. The CID and the TDD shall enter into the Financing Agreement, and, subject to annual appropriation with respect to sales tax revenues, shall transfer and apply the CID Revenues and the TDD Revenues, respectively, in the manner required by the Financing Agreement and the Indenture, as the means of paying the applicable portions of debt service on the TIF Obligations. The Parties agree that the Indenture will include a mechanism to ensure that CID Revenues and TDD Revenues are allocated to the payment of the portion of the TIF Obligations that are eligible under the CID Act and the TDD Act, respectively, to be paid from CID Revenues and TDD Revenues.

(b) While any TIF Obligations are outstanding, the CID and the TDD shall not separately issue any bonds, notes or other obligations and shall not pledge any CID Revenues or TDD Revenues that have been pledged to TIF Obligations to the repayment of any obligation senior to or on parity with the TIF Obligations (provided that a subordinate pledge may be made while the TIF Obligations are outstanding only if allowed under the Financing Agreement and consented to by the Developer).

(c) If TIF Obligations are not outstanding the CID Revenues and TDD Revenues will be made available to finance the CID Project and TDD Project pursuant to Section 6.2 of the Redevelopment Agreement.

(d) If TIF Obligations are outstanding but a portion of the CID Revenues or TDD Revenues are not pledged to the TIF Obligations, the remaining CID Revenues and TDD Revenues will be made available to finance the CID Project and TDD Project pursuant to Section 6.2 of the Redevelopment Agreement.

Section 11. Continuing Existence of the CID. The CID will not take any action to dissolve the CID until all TIF Obligations and other amounts payable from CID Revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the CID expires during such time, in which case the CID may take appropriate action to wind up its affairs).

Section 12. Continuing Existence of the TDD. The TDD will not take any action to dissolve the TDD until all TIF Obligations and other amounts payable from TDD Revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the TDD expires during such time, in which case the TDD may take appropriate action to wind up its affairs).

Section 13. District Administration. To ensure proper administration of the CID and the TDD, the CID and the TDD shall engage a law firm or another entity experienced in the administration of special taxing districts and reasonably acceptable to and selected and approved by the Boards of Directors of the CID and the TDD, respectively, and reasonably acceptable to the City Manager, to assist in the administration of the affairs of the CID and of the TDD.

Section 14. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 15. Waiver. Any Party's failure at any time hereafter to require strict performance by any other Party, as applicable, of any provision of this Agreement shall not waive, affect or diminish any right of a Party thereafter to demand strict compliance and performance therewith.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 17. Anti-Israel Discrimination. Pursuant to Section 34.600, RSMo., the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Section 18. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 19. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals, and provided that this shall not obligate the City to make any particular legislative or administrative approval.

Section 20. Modification. This Agreement shall not be amended, modified or canceled without the written consent of all parties to this Agreement.

Section 21. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the CID, the TDD and the Developer have caused this Agreement to be executed in their respective names and the City, the CID and the TDD have caused their respective seals to be affixed thereto, and attested as to the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Troy Anderson, City Manager

(SEAL)

ATTEST:

_____
Susanne Holland, City Clerk

NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

By: _____
_____, Executive Director

Attest:

_____
_____, Secretary

NOLAND FASHION SQUARE TRANSPORTATION DEVELOPMENT DISTRICT

By: _____
_____, Executive Director

(SEAL)

Attest:

_____
_____, Secretary

T-L NOLAND LLC,
a Delaware limited liability company

By: _____
Name: Richard F. Dube
Its: President

EXHIBIT A

DESCRIPTION OF CID PROJECT

The CID Project includes the “Eligible Improvements” described in the petition for formation of the CID.

DESCRIPTION OF TDD PROJECT

The TDD Project includes the “Project” described in the petition for formation of the TDD.

IN THE 16TH JUDICIAL CIRCUIT COURT, JACKSON COUNTY, MISSOURI

Judge or Division: JAMES FRANCIS KANATZAR	**Case Number: 2616-CV13002**
Plaintiff/Petitioner: NOLAND FASHION SC, LLC **vs.**	Plaintiff's/Petitioner's Attorney/Address JERE DON SELLERS 1201 WALNUT STREET SUITE 2900 KANSAS CITY, MO 64106
Defendant/Respondent: MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	Court Address: 308 W KANSAS AVE INDEPENDENCE, MO 64050
Nature of Suit: CC Other Miscellaneous Actions	

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: CITY OF INDEPENDENCE
Alias:
C/O SUSANNE HOLLAND CITY CLERK
20201 E. JACKSON DRIVE
INDEPENDENCE, MO 64057

COURT SEAL OF CIRCUIT COURT OF MISSOURI *JACKSON COUNTY*

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

14-APR-2026
Date

Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above Summons by: (check one)

☐ delivering a copy of the summons and petition to the defendant/respondent.

☐ leaving a copy of the summons and petition at the dwelling place or usual abode of the defendant/respondent with _____ a person at least 18 years of age residing therein.

☐ (for service on a corporation) delivering a copy of the summons and petition to

_____ (name) _____ (title).

☐ other _____

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

_____ Printed Name of Sheriff or Server

_____ Signature of Sheriff or Server

(Seal)

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on _____ (date).

My commission expires: _____ Date

_____ Notary Public

Sheriff's Fees

Summons	$_____
Non Est	$_____
Sheriff's Deputy Salary	
Supplemental Surcharge	$ 10.00
Mileage	$_____ (_____ miles @ $._____ per mile)
Total	**$**_____

A copy of the summons and petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

SUMMONS/GARNISHMENT SERVICE PACKETS
ATTORNEY INFORMATION

Under the Missouri e-filing system now utilized by the 16th Judicial Circuit Court, once a case has been accepted for filing, a clerk prepares the necessary documents for service. The summons/garnishment is sent to the attorney by an e-mail containing a link so that the filer may print and deliver the summons/garnishment, pleadings and any other necessary documents to the person designated to serve the documents.

Pursuant to State statutes, Supreme Court Rules and Local Court Rules, attorneys are required to print, attach and serve specific documents with certain types of Petitions and other filings.

Please refer to the Court's website for instructions on how to assemble the service packets at:

16thcircuit.org → Electronic Filing Information → Required Documents for Service – eFiled cases → Summons/Garnishment Service Packet Information.

Please review this information periodically, as revisions are frequently made. Thank you.

Circuit Court of Jackson County

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE, MISSOURI

IN THE MATTER OF:

NOLAND FASHION SQUARE TRANSPORTATION DEVELOPMENT DISTRICT

NOLAND FASHION SC, LLC
605 W 47TH ST STE 200
KANSAS CITY MO 64112

and

NOLAND FASHION LOT 1, LLC
605 W 47TH ST STE 200
KANSAS CITY MO 64112

and

NOLAND FASHION LOT 2, LLC
605 W 47TH ST STE 200
KANSAS CITY MO 64112

and

NOLAND FASHION LOT 3, LLC
605 W 47TH ST STE 200
KANSAS CITY MO 64112

and

NOLAND FASHION LOT 5, LLC
605 W 47TH ST STE 200
KANSAS CITY MO 64112

Petitioner,

v.

Case No. _____

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL AVENUE
JEFFERSON CITY, MISSOURI 65101

SERVE:
Jennifer Jorgensen
Secretary to the Commission
105 West Capitol Avenue
Jefferson City, Missouri 65102

CITY OF INDEPENDENCE
111 EAST MAPLE AVE
INDEPENDENCE, MISSOURI 64050

SERVE:
Susanne Holland
City Clerk
20201 E. Jackson Drive
Independence, MO 64057,

Respondents.

UNANIMOUS VERIFIED PETITION FOR THE FORMATION OF A TRANSPORTATION DEVELOPMENT DISTRICT

COME NOW Petitioner, pursuant to the Missouri Transportation Development District Act (the "Act"), Sections 238.200 to 238.275, as amended, of the Revised Statutes of Missouri ("RSMo"), respectfully petitions the Court for the purpose of forming the Noland Fashion Square Transportation Development District (the "District") and states as follows:

I. The Parties

1. Petitioner NOLAND FASHION SC, LLC is a Missouri limited liability company whose principal place of business is located at 605 W 47th Street Suite 200 Kansas City, MO 64112 and is authorized to do business in the State of Missouri.

2. Petitioner NOLAND FASHION LOT 1, LLC is a Missouri limited liability company whose principal place of business is located at 605 W 47th Street Suite 200 Kansas City, MO 64112 and is authorized to do business in the State of Missouri.

3. Petitioner NOLAND FASHION LOT 2, LLC is a Missouri limited liability company whose principal place of business is located at 605 W 47th Street Suite 200 Kansas City, MO 64112 and is authorized to do business in the State of Missouri.

4. Petitioner NOLAND FASHION LOT 3, LLC is a Missouri limited liability company whose principal place of business is located at 605 W 47th Street Suite 200 Kansas City, MO 64112 and is authorized to do business in the State of Missouri.

5. Petitioner NOLAND FASHION LOT 5, LLC is a Missouri limited liability company whose principal place of business is located at 605 W 47th Street Suite 200 Kansas City, MO 64112 and is authorized to do business in the State of Missouri.

6. There are no persons eligible to be registered voters residing within the boundaries of the proposed District.

7. Petitioner is the only owner of record of all real property located within the proposed District.

8. Respondent State of Missouri Highways and Transportation Commission (the "Commission") is the state agency constitutionally responsible for constructing and maintaining the Missouri highway system, with its principal place of business at 105 West Capitol Avenue, Jefferson City, Missouri 65102. The Commission is a required Respondent to this Petition pursuant to Section 238.207.4(2) of the Act.

9. Respondent City of Independence, Missouri ("City"), is a "local transportation authority" within the meaning of Section 238.202.1(4) of the Act and is a necessary party as an affected local transportation authority under Section 238.207.5(3) of the Act.

II. Jurisdiction and Venue

10. Jurisdiction is proper in this Court pursuant to Section 238.207.1 of the Act.

11. Venue is proper in this Court pursuant to Section 238.207.1 of the Act, in that the District lies entirely within Jackson County, Missouri.

III. Petition Requirements

12. A specific description of the proposed District's boundaries, and a map illustrating such boundaries, are attached hereto as **Exhibit A-1** and **Exhibit A-2**, respectively, and incorporated herein by reference.

13. The area of the District is contiguous within the meaning of the Act.

14. A general description of the project (the "Project") proposed to be undertaken by the proposed District is set forth in **Exhibit B** hereto and incorporated herein by reference.

15. The estimated net costs of the Project are approximately Five Million Thirty-Four Thousand Five Hundred Sixty-Six Dollars ($5,034,566) and the estimated details of the estimated costs are as shown on **Exhibit C** hereto and incorporated herein by reference.

16. Pursuant to RSMo 238.212 Petitioners request this Court order a public hearing and the Circuit Court Clerk shall publish notice of the public hearing once per week for four consecutive weeks. Since there are no property owners or registered voters residing within the proposed District that are not already a party to this action, the published notice will be modified to reflect the same.

17. The name of the proposed District will be the "Noland Fashion Square Transportation Development District".

18. The Board of Directors of the District (the "Board of Directors") will be comprised of five (5) members to be elected in accordance with the Act.

19. The terms of office of initial board members shall be staggered in approximately equal numbers to expire in one, two or three years as provided by the Act.

20. The Board of Directors shall be elected at a meeting of the owners of the District held at a time and place designated by this Court pursuant to Mo. Rev. Stat. § 238.220.2.

21. The Board of Directors shall hold their first meeting at a time and place designated by this Court pursuant to Mo. Rev. Stat. § 238.222.2.

22. Petitioner proposes that the Project be funded from the proceeds resulting from the imposition of a transportation development district sales tax, not in excess of one percent (1.0%), and for a period no longer than forty (40) years from the date such sales tax is first collected, on all retail sales made in the District that are subject to taxation by the State of Missouri pursuant to the provisions of Sections 144.010 through 144.525, RSMo, except such transportation

development district sales tax shall not apply to the sale or use of motor vehicles, trailers, boats or outboard motors nor to all sales of electricity or electrical current, water and gas, natural or artificial, nor to sales of service to telephone subscribers, either local or long distance (the "District Sales Tax").

23. The Petitioner desires to seek qualified voter approval of the imposition of the District Sales Tax at a rate of one percent (1.0%) on all transactions subject to sales taxes imposed by the District pursuant to Sections 238.235 of the Act to (i) pay costs of the Project; (ii) reimburse the Petitioner for the costs of filing and defending this Petition authorized by Section 238.217 of the Act; and (iii) pay the principal of, premium, if any and interest on bonds notes or other obligations issued in connection with the Project that are permitted to be repaid using revenues from the District Sales Tax under the Act (the "**TDD Obligations**"); (iv) to fund the costs of financing or refinancing the Project; and (v) to fund the operating costs and administrative costs of the District.

24. The District Sales Tax is the only funding method that is planned for the District.

25. No portion of the proposed Project is intended to be merged with the state highways and transportation system and therefore the Project is not intended to be under the Commission's jurisdiction. Consequently, approval authority for the Project pursuant to Section 238.225 of the Act will vest with the City and shall be subject to all necessary permitting requirements of the City. The District and the City shall enter into a cooperative agreement to arrange for the construction and dedication of the Project improvements.

26. Details of the budgeted expenditures for the Project, including estimated expenditures for real physical improvements, estimated land acquisition expenses, if any,

estimated expenses for professional services and estimated interest charges are set forth in **Exhibit C**.

27. Details of the estimated District Sales Tax revenues generated by the imposition of a 1% sales tax rate from the Project are set forth in **Exhibit D**.

28. The proposed District will not be an undue burden on any owner of property within the District and is not unjust or unreasonable.

IV. Dissolution of the District and Repeal of the District Sales Tax

29. The District shall be dissolved only in compliance with Section 238.275 of the Act. In no event shall the District Sales Tax be repealed, in whole or in part, nor shall the District be dissolved, until payment in full and satisfaction of all obligations, except in accordance with the Act.

WHEREFORE, Petitioner respectfully requests that the Court enter a judgment declaring, decreeing and:

(a) finding and certifying that this Petition is not legally defective, that the proposed District is not illegal or unconstitutional and that the Respondents have been duly served with process in this action;

(b) finding and certifying that the proposed funding methods and mechanisms are neither illegal nor unconstitutional;

(c) finding and certifying that the proposed District is not an undue burden on any owner of real property within the District and is not unjust or unreasonable;

(d) finding and certifying that the District is contiguous pursuant to Section 238.207.5(2) of the Act;

(e) finding and certifying that the Noland Fashion Square Transportation Development District is properly, duly and lawfully organized;

(f) finding and certifying that the Project is an authorized "project" within the meaning of Section 238.202.1(5) of the Act;

(g) finding and certifying that the Circuit Court Clerk provide notice of the public hearing required by Section 238.212.2 of the Act by causing one or more newspapers of general circulation serving Jackson County to publish once a week for four consecutive weeks a notice of the public hearing required by Section 238.212.2 of the Act;

(h) certifying the proposed District Sales Tax for approval by the "Qualified Voters" in the District (as defined in the Act) pursuant to Section 238.210.2 of the Act;

(i) calling for an election of the Board of Directors of the District, to be held at a place, date and time to be specified in the Court's Order; and

(j) for such other and further additional findings, orders and judgments that the Court deems necessary and proper.

Respectfully submitted,

/s/ Jere Sellers
Jere Sellers MO # 44505
David W. Frantze MO # 29471
Rachel North MO # 72947
Stinson LLP
1201 Walnut St, Ste 2900
Kansas City, MO 64106
Telephone: 816.691.3190
jere.sellers@stinson.com
david.frantze@stinson.com
rachel.north@stinson.com

Attorneys for Petitioner
NOLAND FASHION SC, LLC
NOLAND FASHION LOT 1, LLC
NOLAND FASHION LOT 2, LLC

NOLAND FASHION LOT 3, LLC
NOLAND FASHION LOT 5, LLC

AFFIDAVIT IN SUPPORT OF VERIFIED PETITION FOR FORMATION OF A TRANSPORTATION DEVELOPMENT DISTRICT

David M. Block, being duly sworn and under oath, states as follows:

1. I am over 21 years of age, have personal knowledge of, and am competent to testify to, the matters set forth herein.

2. I am the Manager of NOLAND FASHION SC, LLC, petitioner in the above-described action, and am duly authorized to make this Affidavit on its behalf.

1. I have read and reviewed the Verified Petition for the Formation of a Transportation Development District and attached Exhibits filed herein. The averments in the Petition are true and accurate to the best of my knowledge and belief, the Exhibits are true and accurate copies of the originals, and I incorporate them herein by reference.

FURTHER AFFIANT SAITH NOT.

Print Name: David M. Block

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Subscribed and sworn before me, a notary public, this 3 day of April, 2026.

Notary Public

My Commission Expires:

3/4/27

CHRISTINA I. BATREZ
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 19226369
My Commission Expires 03/11/2027

AFFIDAVIT IN SUPPORT OF VERIFIED PETITION FOR FORMATION OF A TRANSPORTATION DEVELOPMENT DISTRICT

David M. Block, being duly sworn and under oath, states as follows:

3. I am over 21 years of age, have personal knowledge of, and am competent to testify to, the matters set forth herein.

4. I am the Manager of NOLAND FASHION LOT 1, LLC, petitioner in the above-described action, and am duly authorized to make this Affidavit on its behalf.

2. I have read and reviewed the Verified Petition for the Formation of a Transportation Development District and attached Exhibits filed herein. The averments in the Petition are true and accurate to the best of my knowledge and belief, the Exhibits are true and accurate copies of the originals, and I incorporate them herein by reference.

FURTHER AFFIANT SAITH NOT.

Print Name: David M. Block

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Subscribed and sworn before me, a notary public, this 3 day of April, 2026.

Notary Public

CHRISTINA I. BATREZ
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 19226369
My Commission Expires 03/11/2027

My Commission Expires:

3/11/27

AFFIDAVIT IN SUPPORT OF VERIFIED PETITION FOR FORMATION OF A TRANSPORTATION DEVELOPMENT DISTRICT

David M. Block, being duly sworn and under oath, states as follows:

5. I am over 21 years of age, have personal knowledge of, and am competent to testify to, the matters set forth herein.

6. I am the Manager of NOLAND FASHION LOT 2, LLC, petitioner in the above-described action, and am duly authorized to make this Affidavit on its behalf.

3. I have read and reviewed the Verified Petition for the Formation of a Transportation Development District and attached Exhibits filed herein. The averments in the Petition are true and accurate to the best of my knowledge and belief, the Exhibits are true and accurate copies of the originals, and I incorporate them herein by reference.

FURTHER AFFIANT SAITH NOT.

Print Name: David M. Block

STATE OF MISSOURI)
) ss.
COUNTY OF Jackson)

Subscribed and sworn before me, a notary public, this 3 day of April, 2026.

Notary Public

CHRISTINA I. BATREZ
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 19226369
My Commission Expires 03/11/2027

My Commission Expires:

3/11/27

AFFIDAVIT IN SUPPORT OF VERIFIED PETITION FOR FORMATION OF A TRANSPORTATION DEVELOPMENT DISTRICT

David M. Block, being duly sworn and under oath, states as follows:

7. I am over 21 years of age, have personal knowledge of, and am competent to testify to, the matters set forth herein.

8. I am the Manager of NOLAND FASHION LOT 3, LLC, petitioner in the above-described action, and am duly authorized to make this Affidavit on its behalf.

4. I have read and reviewed the Verified Petition for the Formation of a Transportation Development District and attached Exhibits filed herein. The averments in the Petition are true and accurate to the best of my knowledge and belief, the Exhibits are true and accurate copies of the originals, and I incorporate them herein by reference.

FURTHER AFFIANT SAITH NOT.

Print Name: David M. Block

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Subscribed and sworn before me, a notary public, this 3 day of April, 2026.

Notary Public

My Commission Expires:

3/11/27

CHRISTINA I. BATREZ
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 19226369
My Commission Expires 03/11/2027

AFFIDAVIT IN SUPPORT OF VERIFIED PETITION FOR FORMATION OF A TRANSPORTATION DEVELOPMENT DISTRICT

David M. Block, being duly sworn and under oath, states as follows:

9. I am over 21 years of age, have personal knowledge of, and am competent to testify to, the matters set forth herein.

10. I am the Manager of NOLAND FASHION LOT 5, LLC, petitioner in the above-described action, and am duly authorized to make this Affidavit on its behalf.

5. I have read and reviewed the Verified Petition for the Formation of a Transportation Development District and attached Exhibits filed herein. The averments in the Petition are true and accurate to the best of my knowledge and belief, the Exhibits are true and accurate copies of the originals, and I incorporate them herein by reference.

FURTHER AFFIANT SAITH NOT.

Print Name: David M. Block

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Subscribed and sworn before me, a notary public, this 3 day of April, 2026.

Notary Public

CHRISTINA I. BATREZ
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 19226369
My Commission Expires 03/11/2027

My Commission Expires:

3/11/27

EXHIBIT A-1

SPECIFIC DESCRIPTION OF PROPOSED DISTRICT BOUNDARIES

TRACT 1: LOTS 1, 2, 3, 5, 6, 7, 8 AND TRACT A, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

TRACT 2: LOTS 1, 2, AND 3, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

TOGETHER WITH ALL OF THE PUBLIC STREET KNOWN AS WASHINGTON AVENUE WEST OF AND ADJACENT TO TRACT 1: LOTS 6, 7, AND TRACT A, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI AND EAST OF AND ADJACENT TO TRACT 2: LOTS 1, 2, AND 3, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

EXHIBIT A-2

MAP ILLUSTRATING PROPOSED DISTRICT BOUNDARIES

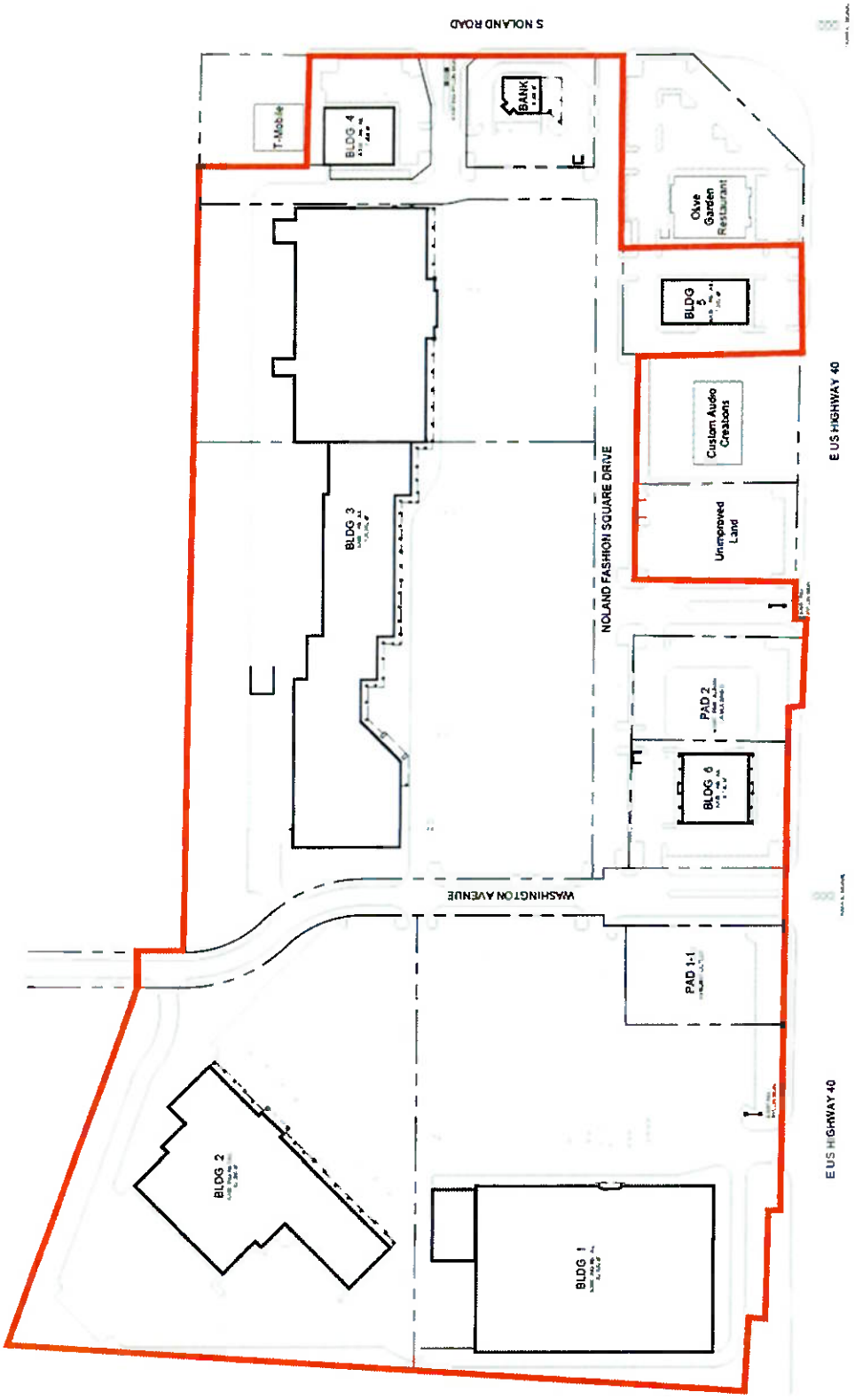


EXHIBIT B

DESCRIPTION OF PROJECT

The Project will be constructed on property generally located near the intersection of East U.S. Highway 40 to the south and South Noland Road to the east in the City of Independence, Missouri. The Project generally consists of improvements to and reconfiguration of access drives, roads, pedestrian walkways and crossings and parking facilities and may include but shall not be limited to (a) the construction, reconstruction, installation, repair and maintenance of public street improvements, access roads, pedestrian walkways and crossings, signalization, interchanges, intersections, signage, parking, and any similar or related improvements or infrastructure; and (b) land acquisition, landscaping, public utilities, streetlights, professional fees, engineering costs, consultant costs, financing costs and interest costs associated with the improvements.

EXHIBIT C

ESTIMATED COSTS

Roads, Streets, related public infrastructure improvements, and Land	$3,524,197
Professional Services (Eng / Arch / Consult / Legal / PM / Development Fees / Other)	$1,258,641
Financing Costs (Interest Carry / Closing / Fees / Other)	$251,728
Total Estimated Costs	**$5,034,566**

NOTES:

1. Approximately one-half of the revenues generated by the District's sales tax will be captured as economic activities taxes ("EATS") pursuant to Missouri's Real Property Tax Increment Allocation Redevelopment Act set forth in Sections 99.800 to 99.865 RSMo. The District's revenues captured as EATS will not be used to fund the estimated costs of the Project and will instead be used in accordance with the Noland Fashion Square Tax Increment Financing Plan approved by the City of Independence, Missouri.

2. Actual District revenues from the District Sales Tax will be higher than the estimated costs above. The amounts set forth above totaling approximately $5.03 million are net estimated project cost reimbursements and do not include (other than certain limited interest and financing costs during the construction and ramp-up period to stabilization) interest expenses, financing expenses, fees, or costs of issuance for bonds or any other financing instrument, all of which are additional eligible costs associated with the Project.

3. The cost estimates set forth above are estimates at the time of filing of this Petition and such estimates are subject to change. The amounts set forth above are not caps or limitations on reimbursement. Any such limitation shall only be subject to statutory restrictions imposed by the Act and as provided in any development or cooperative agreement between the District and the City of Independence, Missouri.

EXHIBIT D

ESTIMATED DISTRICT REVENUES

The District's boundary is expected to overlap with the boundary of a tax increment financing ("TIF") district. As a result, Petitioners anticipates that approximately one-half of the revenues generated by the District Sales Tax will be captured as economic activities taxes ("EATS") pursuant to Missouri's Real Property Tax Increment Allocation Redevelopment Act set forth in Sections 99.800 to 99.865 RSMo.

The estimated District Sales Tax revenues are shown including both TDD EATs and TDD Non-EATS Sales Tax revenue illustrating the total estimated District Sales Tax generated by the imposition of a 1% sales tax rate and on a non-EATS only basis illustrating the portion of the 1% tax expected to be available to the District.

The estimated TDD EATs and TDD Non-EATS Sales Tax revenues are as follows:

Year		Taxable Sales	TDD Sales Tax (EATs & Non-EATS)	TDD Sales Tax (Non-EATS Only)
1	2026	$ 544,503	$ -	$ -
2	2027	$ 29,990,957	$ 283,711	$ 141,856
3	2028	$ 46,073,549	$ 441,117	$ 220,558
4	2029	$ 64,764,962	$ 624,085	$ 312,042
5	2030	$ 66,668,061	$ 642,523	$ 321,261
6	2031	$ 67,668,082	$ 652,106	$ 326,053
7	2032	$ 68,683,103	$ 661,833	$ 330,916
8	2033	$ 69,713,350	$ 671,704	$ 335,852
9	2034	$ 70,759,050	$ 681,722	$ 340,861
10	2035	$ 71,820,436	$ 691,889	$ 345,945
11	2036	$ 72,897,742	$ 702,208	$ 351,104
12	2037	$ 73,991,208	$ 712,680	$ 356,340
13	2038	$ 75,101,077	$ 723,308	$ 361,654
14	2039	$ 76,227,593	$ 734,094	$ 367,047
15	2040	$ 77,371,007	$ 745,041	$ 372,521
16	2041	$ 78,531,572	$ 756,151	$ 378,075
17	2042	$ 79,709,545	$ 767,426	$ 383,713
18	2043	$ 80,905,188	$ 778,868	$ 389,434
19	2044	$ 82,118,766	$ 790,481	$ 395,241
20	2045	$ 83,350,548	$ 802,267	$ 401,134
21	2046	$ 84,600,806	$ 814,228	$ 407,114
22	2047	$ 85,869,818	$ 826,368	$ 413,184
23	2048	$ 87,157,865	$ 838,687	$ 419,344
24	2049	$ 88,465,233	$ 851,190	$ 672,939
25	2050	$ 89,792,212	$ 863,879	$ 863,879
26	2051	$ 91,139,095	$ 876,757	$ 876,757
27	2052	$ 92,506,181	$ 889,826	$ 889,826
28	2053	$ 93,893,774	$ 903,090	$ 903,090
29	2054	$ 95,302,181	$ 916,551	$ 916,551
30	2055	$ 96,731,713	$ 930,212	$ 930,212
TOTAL			**$ 21,574,005**	**$ 13,724,504**
Financing Proceeds				**$ 5,034,566**

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE, MISSOURI

IN THE MATTER OF:

NOLAND FASHION SQUARE TRANSPORTATION DEVELOPMENT DISTRICT

Case No. _____

NOLAND FASHION SC, LLC et. al.
605 W 47TH ST STE 200
KANSAS CITY MO 64112

Petitioner,

v.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL AVENUE
JEFFERSON CITY, MISSOURI 65101

CITY OF INDEPENDENCE
111 EAST MAPLE AVE
INDEPENDENCE, MISSOURI 64050

Respondents.

INTERLOCUTORY ORDER SETTING THE PUBLIC HEARING DATE PURSUANT TO R.S.MO § 238.212.2

NOW ON this _____ day of _____, 2026, the Court after reviewing the pleading, Missouri statutes, and for good cause shown, enter the following order.

IT IS HEREBY ORDERED that pursuant to R.S.MO § 238.212.2, a public hearing on the creation and funding of the proposed District be held at _____ a.m./p.m. on _____ day of

_____, 2026, at _____. Circuit clerk is directed to give notice to the public by filing in the papers of general circulation serving Jackson County the notice as required by statute, a copy of which is attached hereto and incorporated herein. This notice regarding the public hearing shall be published once per week for four consecutive weeks prior to the public hearing.

IT IS SO ORDERED

_____

Judge of the Circuit Court

CERTIFICATE OF SERVICE

Copies of this Interlocutory Order provided to

Jere Sellers MO # 44505
David W. Frantze MO # 29471
Rachel North MO # 72947
Stinson LLP
1201 Walnut St, Ste 2900
Kansas City, MO 64106
Telephone: 816.691.3190
jere.sellers@stinson.com
david.frantze@stinson.com
rachel.north@stinson.com
Attorneys for Petitioner

Missouri Highways and Transportation Commission
Jennifer Jorgenson
Secretary to the Commission
105 West Capitol Avenue
Jefferson City, Missouri 65102
Respondent

City of Independence
Susanne Holland
City Clerk
111 East Maple Ave
Independence, MO 64050
Respondent

NOTICE OF FILING OF VERIFIED PETITION FOR FORMATION OF A TRANSPORTATION DEVELOPMENT DISTRICT AND TO SUBMIT TO A POPULAR VOTE THE FUNDING OF A TRANSPORTATION DEVELOPMENT DISTRICT

Notice is hereby given to all persons residing or owning property in:

TRACT 1: LOTS 1, 2, 3, 5, 6, 7, 8 AND TRACT A, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

TRACT 2: LOTS 1, 2, AND 3, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI

TOGETHER WITH ALL OF THE PUBLIC STREET KNOWN AS WASHINGTON AVENUE WEST OF AND ADJACENT TO TRACT 1: LOTS 6, 7, AND TRACT A, NOLAND FASHION SQUARE, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI AND EAST OF AND ADJACENT TO TRACT 2: LOTS 1, 2, AND 3, NOLAND FASHION SQUARE WEST, A SUBDIVISION IN INDEPENDENCE, JACKSON COUNTY, MISSOURI.

within the state of Missouri, that a petition has been filed asking for the Circuit Court of Jackson County, Missouri, to declare formed a transportation development district by the name "Noland Fashion Square Transportation Development District" for the purpose of developing the following transportation project:

The Project will be constructed on property generally located near the intersection of East U.S. Highway 40 to the south and South Noland Road to the east in the City of Independence, Missouri. The Project generally consists of improvements to and reconfiguration of access drives, roads, pedestrian walkways and crossings and parking facilities and may include but shall not be limited to (a) the construction, reconstruction, installation, repair and maintenance of public street improvements, access roads, pedestrian walkways and crossings, signalization, interchanges, intersections, signage, parking, and any similar or related improvements or infrastructure; and (b) land acquisition, landscaping, public utilities, streetlights, professional fees, engineering costs, consultant costs, financing costs and interest costs associated with the improvements.

The petition also requests voter approval of the following method of funding the district, which may increase the total taxes imposed within the proposed district: a sales tax of up to one percent on all retail sales made within the District which are subject to taxation pursuant to Mo. Rev. Stat. §§ 144.010 to 144.525, subject to the exclusions set forth in Mo. Rev. Stat. § 238.235.1(1). A copy of this petition is on file and available at the office of the clerk of the Circuit Court of Jackson County, located 308 West Kansas Avenue, Independence, MO 64050. You are notified that a public hearing on the creation and funding of the proposed district will be held on the ___ day of

_____ , 2026 at _____ a.m./p.m. at _____. You may show cause, if any there be, why such petition is defective or proposed transportation development district or its funding method, as set forth in the petition, is illegal or unconstitutional and should not be submitted for voter approval at a general, primary or special election as directed by this court.

_____

Clerk of the Circuit Court of Jackson County

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE

NOLAND FASHION SC, LLC,

PLAINTIFF(S), **CASE NO. 2616-CV13002**

VS. **DIVISION 5**

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION,

DEFENDANT(S).

NOTICE OF CASE MANAGEMENT CONFERENCE FOR CIVIL CASE AND ORDER FOR MEDIATION

NOTICE IS HEREBY GIVEN that a Case Management Conference will be held with the Honorable **JAMES FRANCIS KANATZAR** on **02-OCT-2026** in **DIVISION 5** at **08:30 AM**. All Applications for Continuance of a Case Management Conference should be filed on or before Wednesday of the week prior to the case management setting. Applications for Continuance of a Case Management Conference shall comply with Supreme Court Rule and 16th Cir. R. 34.1. Continuance of a Case Management Conference will only be granted for good cause shown because it is the desire of the Court to meet with counsel and parties in all cases within the first 4 months that a case has been on file. All counsel and parties are directed to check Case.NET on the 16th Judicial Circuit web site at www.16thcircuit.org after filing an application for continuance to determine whether or not it has been granted.

A lead attorney of record must be designated for each party as required by Local Rule 3.5.1. A separate pleading designating the lead attorney of record shall be filed by each party as described in Local Rule 3.5.2. The parties are advised that if they do not file a separate pleading designating lead counsel, even in situations where there is only one attorney representing the party, JIS will not be updated by civil records department, and copies of orders will be sent to the address currently shown in JIS. Civil Records does not update attorney information from answers or other pleadings. The Designation of Lead Attorney pleading shall contain the name of lead counsel, firm name, mailing address, phone number, FAX number and E-mail address of the attorney who is lead counsel.

At the Case Management Conference, counsel should be prepared to address at least the following:

a. A trial setting;

b. Expert Witness Disclosure Cutoff Date;

c. A schedule for the orderly preparation of the case for trial;

d. Any issues which require input or action by the Court;

e. The status of settlement negotiations.

MEDIATION

The parties are ordered to participate in mediation pursuant to Supreme Court Rule 17. Mediation shall be completed within 10 months after the date the case if filed for complex cases, and 6 months after the date the case is filed for other circuit cases, unless otherwise ordered by the Court. Each party shall personally appear at the mediation and participate in the process. In the event a party does not have the authority to enter into a settlement, then a representative of the entity that does have actual authority to enter into a settlement on behalf of the party shall also personally attend the mediations with the party.

The parties shall confer and select a mutually agreeable person to act as mediator in this case. If the parties are unable to agree on a mediator the court will appoint a mediator at the Case Management Conference.

Each party shall pay their respective pro-rata cost of the mediation directly to the mediator.

POLICIES/PROCEDURES

Please refer to the Court's web page www.16thcircuit.org for division policies and procedural information listed by each judge.

/S/ **JAMES FRANCIS KANATZAR**
JAMES FRANCIS KANATZAR, **Circuit Judge**

Certificate of Service

This is to certify that a copy of the foregoing was electronic noticed, faxed, emailed and/or mailed or hand delivered to the plaintiff with the delivery of the file-stamped copy of the petition. It is further certified that a copy of the foregoing will be served with the summons on each defendant named in this action.

Attorney for Plaintiff(s):
JERE DON SELLERS, 1201 WALNUT STREET, SUITE 2900, KANSAS CITY, MO 64106

Defendant(s):
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
CITY OF INDEPENDENCE

Dated: 14-APR-2026

BEVERLY A. NEWMAN
Court Administrator

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE, MISSOURI

IN THE MATTER OF:	)	
	)	
NOLAND FASHION SQUARE TRANSPORTATION DEVELOPMENT DISTRICT	)	Case No.
	)	
	)	
NOLAND FASHION SC, LLC 605 W 47TH ST STE 200 KANSAS CITY MO 64112	)	
	)	
and	)	
	)	
NOLAND FASHION LOT 1, LLC 605 W 47TH ST STE 200 KANSAS CITY MO 64112	)	
	)	
and	)	
	)	
NOLAND FASHION LOT 2, LLC 605 W 47TH ST STE 200 KANSAS CITY MO 64112	)	
	)	
and	)	
	)	
NOLAND FASHION LOT 3, LLC 605 W 47TH ST STE 200 KANSAS CITY MO 64112	)	
	)	
and	)	
	)	
NOLAND FASHION LOT 5, LLC 605 W 47TH ST STE 200 KANSAS CITY MO 64112	)	
	)	
	)	
Petitioner,	)	
	)	
v.	)	
	)	

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL AVENUE
JEFFERSON CITY, MISSOURI 65101

SERVE:
Jennifer Jorgensen
Secretary to the Commission
105 West Capitol Avenue
Jefferson City, Missouri 65102

CITY OF INDEPENDENCE
111 EAST MAPLE AVE
INDEPENDENCE, MISSOURI 64050

SERVE:
Susanne Holland
City Clerk
20201 E. Jackson Drive
Independence, MO 64057,

Respondents.

MOTION FOR APPROVAL AND APPOINTMENT OF PRIVATE PROCESS SERVER

COME NOW Petitioners, by and through their attorney of record, and for their Motion for Approval and Appointment of Private Process Server, and request that D&B Legal Service, LLC.: Legal Names (s):

Scott Brady PPS26-0384
Brandon Fisher PPS26-0023
Terri Frank PPS26-0104
Darnell E Hamilton PPS26-0397
James Hannah PPS26-0398
Rufus Harmon PPS26-0400
Moses Hicks PPS26-0405
Kennedy Hoy PPS26-0409
Angelique Julian PPS26-0411
Chelsey Ketron PPS26-0413
Leisa Ketron PPS26-0414
Tyler Kirkhart PPS26-0415
Justin Mertzig PPS26-0424
Mike Perry PPS26-0430
Jacob Peterson PPS26-0431
Candy Poese PPS26-0112
Craig Poese PPS26-0111
Dee Powell PPS26-0434
Samantha Powell PPS26-0433
Curtis Press PPS26-0057
Kenneth Prewett PPS26-0059
David Shirley PPS26-0441
Austin Weekley PPS26-0450
Ryan E Weekley PPS26-0452
Ryan M Weekley PPS26-0451

Robert Weishar PPS26-0084
Andrew Wickliffe PPS26-0453

Conni Wilson PPS26-0455

who are qualified persons to serve process, are not parties to the case and are not less than eighteen (18) years of age, be appointed as private process servers in the above cause to serve process in this case.

Respectfully submitted,

/s/ Jere Sellers

Jere Sellers MO # 44505
David W. Frantze MO # 29471
Rachel North MO # 72947
Stinson LLP
1201 Walnut St, Ste 2900
Kansas City, MO 64106
Telephone: 816.691.3190
jere.sellers@stinson.com
david.frantze@stinson.com
rachel.north@stinson.com

Attorneys for Petitioner
NOLAND FASHION SC, LLC
NOLAND FASHION LOT 1, LLC
NOLAND FASHION LOT 2, LLC
NOLAND FASHION LOT 3, LLC
NOLAND FASHION LOT 5, LLC

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT INDEPENDENCE, MISSOURI

IN THE MATTER OF:	)	
	)	
NOLAND FASHION SQUARE TRANSPORTATION DEVELOPMENT DISTRICT	)	Case No.
	)	
	)	
NOLAND FASHION SC, LLC 605 W 47TH ST STE 200 KANSAS CITY MO 64112	)	
	)	
and	)	
	)	
NOLAND FASHION LOT 1, LLC 605 W 47TH ST STE 200 KANSAS CITY MO 64112	)	
	)	
and	)	
	)	
NOLAND FASHION LOT 2, LLC 605 W 47TH ST STE 200 KANSAS CITY MO 64112	)	
	)	
and	)	
	)	
NOLAND FASHION LOT 3, LLC 605 W 47TH ST STE 200 KANSAS CITY MO 64112	)	
	)	
and	)	
	)	
NOLAND FASHION LOT 5, LLC 605 W 47TH ST STE 200 KANSAS CITY MO 64112	)	
	)	
	)	
Petitioner,	)	
	)	
v.	)	
	)	

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL AVENUE
JEFFERSON CITY, MISSOURI 65101

SERVE:
Jennifer Jorgensen
Secretary to the Commission
105 West Capitol Avenue
Jefferson City, Missouri 65102

CITY OF INDEPENDENCE
111 EAST MAPLE AVE
INDEPENDENCE, MISSOURI 64050

SERVE:
Susanne Holland
City Clerk
20201 E. Jackson Drive
Independence, MO 64057,

Respondents.

ORDER

It is hereby ordered that the Petitioners' Motion for Approval and Appointment of private process server is granted and the below-named individuals are hereby approved and appointed to serve process in the above-captioned matter.

Scott Brady PPS26-0384
Brandon Fisher PPS26-0023
Terri Frank PPS26-0104
Darnell E Hamilton PPS26-0397
James Hannah PPS26-0398
Rufus Harmon PPS26-0400
Moses Hicks PPS26-0405
Kennedy Hoy PPS26-0409
Angelique Julian PPS26-0411
Chelsey Ketron PPS26-0413
Leisa Ketron PPS26-0414
Tyler Kirkhart PPS26-0415
Justin Mertzig PPS26-0424
Mike Perry PPS26-0430
Jacob Peterson PPS26-0431
Candy Poese PPS26-0112
Craig Poese PPS26-0111
Dee Powell PPS26-0434
Samantha Powell PPS26-0433
Curtis Press PPS26-0057
Kenneth Prewett PPS26-0059
David Shirley PPS26-0441
Austin Weekley PPS26-0450
Ryan E Weekley PPS26-0452
Ryan M Weekley PPS26-0451

Robert Weishar PPS26-0084
Andrew Wickliffe PPS26-0453

Conni Wilson PPS26-0455

Date: 14-Apr-2026

Mary Fraser
Judge or Clerk

BILL NO. 26-053

ORDINANCE NO. 19813

AN ORDINANCE SUPPORTING THE FORMATION OF THE NOLAND FASHION SQUARE TRANSPORTATION DEVELOPMENT DISTRICT AND APPROVING A COOPERATIVE AGREEMENT.

WHEREAS, in connection with the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan"), which designated a 32-acre area, generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west, as a "Redevelopment Area," affiliates of T-L Noland LLC (the "Developer") filed a petition (the "TDD Petition") in the Circuit Court of Jackson County, Missouri (the "Court") to form the Noland Fashion Square Transportation Development District (the "TDD") with boundaries overlapping the Redevelopment Area in accordance with Sections 238.200 to 238.275 of the Revised Statues of Missouri (the "TDD Act");

WHEREAS, the City of Independence, Missouri (the "City") will constitute a "local transportation authority" with respect to such portion of the project described in the TDD Petition that is not intended to be merged into the state highways and transportation system;

WHEREAS, the formation of the TDD and the authorization of the TDD to impose a 1.0% sales tax and special assessments within the boundaries of the Redevelopment Area will assist in the payment of redevelopment project costs under the TIF Plan and will lessen the burden on the City and other taxing jurisdictions under the TIF Plan; and

WHEREAS, the City Council now desires to approve certain actions in support of the TDD Petition, including the execution of a cooperative agreement with the TDD.

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

SECTION 1. The City hereby expresses its support for the formation of the TDD through the TDD Petition. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take such actions as are deemed appropriate to support the TDD Petition, including the filing of an answer with the Court evidencing the City's support for the TDD Petition.

SECTION 2. The City is authorized to enter into a cooperative agreement (the "Cooperative Agreement"), in substantially the form attached hereto as Exhibit A, and the City is hereby authorized to execute and deliver the Cooperative Agreement with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof.

SECTION 3. The City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance, and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 4. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 5. This ordinance shall take effect and be in full force as set forth in the City Charter.

[remainder of page intentionally left blank]

PASSED ON THIS 1st DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Susanna Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

EXHIBIT A

COOPERATIVE AGREEMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-054 **2R** An ordinance approving the petition for amendment of the Noland Fashion Square Community Improvement District, making findings and authorizing certain actions related thereto, including the execution of a cooperative agreement. **2R** **Item passes 7-0 Ord. No. 19814**

Recommendations:

Council approval is recommended.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

Part of the Redevelopment Plan calls for the amendment of the Noland Fashion Square Community Improvement District (the "CID") to extend the term of the CID for 27 years from the date of this ordinance, to impose a 1.0% sales tax on the Redevelopment Area and certain surrounding properties and to impose a special assessment, all to increase revenues for repayment of costs authorized under the Redevelopment Plan. This ordinance approves the amendment, finds that the area within the CID is blighted and authorizes the City to enter into a cooperative agreement with the CID.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Approving CID Petition v2
2. Supporting Documents - CID
3. Ord. No. 19814

BILL NO._____

ORDINANCE NO._____

AN ORDINANCE APPROVING THE PETITION FOR AMENDMENT OF THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT, MAKING FINDINGS AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO, INCLUDING THE EXECUTION OF A COOPERATIVE AGREEMENT

WHEREAS, Sections 67.1401 to 67.1571 RSMo, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation or amendment of a district and after a public hearing, to adopt an ordinance establishing or amending a community improvement district;

WHEREAS, the City of Independence, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri;

WHEREAS, by Ordinance No. 18415, passed by the City Council of the City on February 17, 2015, the City created the Noland Fashion Square Community Improvement District (the "District");

WHEREAS, property owners within the District have filed with the Independence City Clerk (the "City Clerk") a petition for the amendment of the District pursuant to the CID Act, entitled "Petition for Amendment of the Noland Fashion Square Community Improvement District" (the "Petition");

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law;

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk;

WHEREAS, all the real property included in the Noland Fashion Square Community Improvement District (the "District") is entirely located within the City limits;

WHEREAS, on May 18, 2026, the City Council held a public hearing at which all persons interested in the amendment of the District were allowed an opportunity to speak; and

WHEREAS, the Petition being fully heard before the City Council, the City Council now desires to approve the Petition, amend the District and take other actions related to amendment of the District.

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

SECTION 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

SECTION 2. The City Clerk has verified that the Petition substantially complies with all

submission requirements of the CID Act.

SECTION 3. The Petition, a copy of which is on file with the City Clerk, is hereby approved and the District is hereby amended and will hereafter exist as stated in the Petition. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

SECTION 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of 5 members, with the initial members set out in the Petition, whose successors shall be appointed as provided in the Petition.

SECTION 5. The District's Board of Directors shall have authority to establish and/or continue a sales tax and special assessments within the District as set forth in the Petition and in conformance with the CID Act.

SECTION 6. The District shall have and possess the powers authorized under the CID Act to the extent not limited in the Petition.

SECTION 7. The maximum length of time for the continued existence of the District is 27 years after the date of this Ordinance, unless further extended in accordance with the CID Act.

SECTION 8. The City Clerk is hereby directed to prepare and file any reports required by the State of Missouri or its departments relating to the Petition.

SECTION 9. Approval of the Petition and the amendment of the District by this Ordinance is conditioned upon the District entering into a new cooperative agreement with the City, upon terms and conditions mutually acceptable to the City and District, which provides for implementation of the District, the process for reimbursement of eligible District costs and expenses and other matters as mutually determined by the City and District. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until the cooperative agreement is approved and executed by the City and the District. Failure of the District to enter into such agreement within 1 year following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council. The City is authorized to enter into a cooperative agreement in substantially the form attached hereto as Exhibit A, and the City is hereby authorized to execute and deliver the cooperative agreement with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof.

SECTION 10. The City Council hereby finds that the property within the District is a "blighted area" as defined by the CID Act. The City Council's determination that the property in the District is a blighted area is based on the blight study attached as Exhibit 6 to the Noland Fashion Square Tax Increment Financing Redevelopment Plan, which is on file in the Office of the City Clerk, and which describes and depicts the blighting factors within the District. The District may exercise the additional powers granted by the CID Act within the District to remediate the blighting conditions.

SECTION 11. City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 12. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 13. This ordinance shall take effect and be in full force as set forth in the City Charter.

PASSED ON 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

EXHIBIT A

COOPERATIVE AGREEMENT

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this "Agreement") is made and entered into as of _____ ___, 2026, by and among the **CITY OF INDEPENDENCE, MISSOURI,** a constitutional charter city organized and existing under the laws of the State of Missouri (the *"City"*), the **NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT,** a community improvement district and political subdivision of the State of Missouri (the *"CID"*), the **NOLAND FASHION SQUARE TRANSPORTATION DEVELOPMENT DISTRICT**, a transportation development district and political subdivision of the State of Missouri (the *"TDD"*), and **T-L NOLAND LLC**, a Delaware limited liability company (the *"Developer"* and collectively with the City, the CID and the TDD, the *"Parties"*).

RECITALS:

A. On _____ ___, 2026, the City Council adopted Ordinance No. _____ approving a petition to establish the CID.

B. On _____ ___, 2026, the Circuit Court of Jackson County, Missouri entered a Judgment and Order establishing the TDD.

C. The respective Boards of Directors of the CID and the TDD have passed resolutions authorizing the CID and the TDD to execute this Agreement and the City Council has adopted an ordinance authorizing the City to execute this Agreement.

D. The Developer has authorized its execution of this Agreement by appropriate company action.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

Section 1. Definitions. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Redevelopment Agreement dated as of _____ ___, 2026 by and between the City and the Developer, as may be amended from time to time (the *"Redevelopment Agreement"*).

Section 2. Authority of the City. The City has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

Section 3. Authority of the CID. The CID has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary CID proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the CID, enforceable in accordance with its terms.

Section 4. Authority of the TDD. The TDD has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and this Agreement has been duly and validly authorized and approved by all necessary TDD

proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the TDD, enforceable in accordance with its terms.

Section 5. Authority of the Developer. The Developer has the full lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and the Agreement has been duly and validly authorized and approved by all necessary Developer proceedings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

Section 6. Construction of the District Projects. The Parties acknowledge that the CID Project and the TDD Project are included in the Redevelopment Project and the Work to be completed in accordance with the terms of the Redevelopment Agreement.

Section 7. Approval, Maintenance and Transfer of the TDD Project.

(a) The City, as the applicable local transportation authority under the TDD Act, hereby approves the TDD Project for purposes of the TDD Act; provided, however, that such approval is not effective as any approval required under the Municipal Code, does not exempt the Developer from any zoning or site plan review process required by the Municipal Code and does not constitute the City's approval of any documents comprising the Approved Site Plans.

(b) The portions of the TDD Project that will become part of the City's transportation network shall be built to the plans and specifications that are approved by the City in accordance with the Municipal Code and the Redevelopment Agreement. All portions of the TDD Project built in City rights-of-way or on City-owned property will be maintained by the City after the provisions of this subsection have been satisfied. Upon completion of all or any portion of the TDD Project that will become part of the City's transportation network, the Developer shall deliver to the City a completion certificate signed by a representative of the engineering firm responsible for the design of the improvements, certifying that the TDD Project, or portion thereof, has been completed in accordance with the final plans and specifications as approved by the City, and a certificate signed by Developer certifying that all sums due to the contractor with respect to the TDD Project, or portion thereof, have been paid. At or after delivery of such certificates, the Developer shall deliver appropriate documentation conveying the applicable portion(s) of the TDD Project to the City.

Section 8. CID Revenues.

(a) The CID has passed resolutions to (1) subject to voter approval, impose the CID Sales Tax and (2) impose the CID Special Assessment.

(b) The CID and the City expect the CID Sales Tax to be collected by the Missouri Department of Revenue. The CID shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the CID Sales Tax and direct remittance of the proceeds of the CID Sales Tax to the City. The CID and the City expect the CID Special Assessment to be collected by Jackson County, Missouri. The CID shall cooperate with Jackson County, Missouri in all respects and as necessary for the collection by Jackson County, Missouri of the CID Special Assessment and direct remittance of the proceeds of the CID Special Assessment to the City.

(c) The CID Revenues (including both the CID Sales Tax and the CID Special Assessment) shall be received by the City and applied, subject to annual appropriation by the CID with respect to CID Sales Tax proceeds, as provided in Section 6.2 of the Redevelopment Agreement. The CID shall direct all CID Revenues received by it to the City for such purpose.

(d) The City shall: (i) maintain the Noland Fashion Square Community Improvement District Sales Tax Trust Fund (the "CID Sales Tax Account") and the Noland Fashion Square Community Improvement District Special Assessment Trust Fund (the "CID Special Assessment Account") for deposit of all proceeds of the CID Sales Tax and the CID Special Assessment, as applicable, received by the City and pay any reasonable bank fees; (ii) maintain the CID's checkbook, write checks, and arrange for check signatures by authorized CID officers for payment of CID-approved expenditures; and (iii) keep accurate records of the CID Revenues collected and distributed in accordance with this Agreement and the Redevelopment Agreement.

(e) As compensation to the City for performing its obligations under **Section 8(d)**, above, the City shall be entitled to the amount of $5,000 each calendar year, which shall be paid to the City from CID Revenue as CID Annual Operating Costs pursuant to Section 6.2 of the Redevelopment Agreement.

(f) The CID shall prepare or cause to be prepared financial statements, budgets and reports, and file the same, as and when required under the CID Act and Section 105.145, RSMo.

(g) The CID shall and the City may take all actions necessary for enforcement of the CID Sales Tax and the CID Special Assessment, provided that the City shall not be asked to incur any expense unless CID Revenues or Developer funds are made available to the City to cover such expense, which may be paid or reimbursed as set forth in Section 6.2 of the Redevelopment Agreement. The City or the CID may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the CID deems reasonably necessary to secure the payment of the CID Sales Tax and the CID Special Assessment. The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and the CID in the enforcement of the CID Sales Tax and the CID Special Assessment.

(h) The CID hereby consents and agrees that 50% of the revenues generated by the CID Sales Tax shall constitute EATS and, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund.

(i) So long as any TIF Obligations or other amounts payable from CID Revenues pursuant to the Redevelopment Agreement are outstanding, the CID Sales Tax and the CID Special Assessment may not be repealed or reduced. Nothing in this Agreement shall require the imposition of the CID Sales Tax or the CID Special Assessment after the expiration of the voted authority for imposition of the same or beyond the authorized term of the CID.

(j) CID Project costs shall be eligible for reimbursement upon acceptance by the CID of a signed certification of such costs in the form set out in Exhibit D to the Redevelopment Agreement. The CID hereby appoints the City as its agent to review and approve each such Certificate of Reimbursable Redevelopment Project Costs in accordance with the terms of Section 4.2 of the Redevelopment Agreement. The City shall provide to the CID and the CID shall keep records of all Certificates of Reimbursable Redevelopment Project Costs approved by the City that include any costs approved as an "Amount Eligible for Payment from CID Revenues," the total amount of costs so approved, and the amounts that, at any time, have been approved but have not yet been reimbursed.

(k) The CID agrees to cause the officer of the CID at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the CID for each fiscal year a request for an appropriation of CID Revenues generated by the CID Sales Tax for application pursuant to the Financing Agreement and the Bond Indenture, if any, and Section 6.2 of the Redevelopment Agreement.

Section 9. TDD Revenues.

(a) The TDD has passed a resolution to, and has received voter approval to, impose the TDD Sales Tax.

(b) The TDD and the City expect the TDD Sales Tax to be collected by the Missouri Department of Revenue. The TDD shall cooperate with the Missouri Department of Revenue in all respects and as necessary for the collection by the Missouri Department of Revenue of the TDD Sales Tax and direct remittance of the proceeds of the TDD Sales Tax to the City.

(c) The TDD Revenues (consisting of the TDD Sales Tax) shall be received by the City and applied, subject to annual appropriation by the TDD, as provided in Section 6.2 of the Redevelopment Agreement. The TDD shall direct all TDD Revenues received by it to the City for such purpose.

(d) The City shall: (i) maintain the Noland Fashion Square Transportation Development District Sales Tax Trust Fund (the "TDD Sales Tax Account") for deposit of all proceeds of the TDD Sales Tax received by the City and pay any reasonable bank fees; (ii) maintain the TDD's checkbook, write checks, and arrange for check signatures by authorized TDD officers for payment of TDD-approved expenditures; and (iii) keep accurate records of the TDD Revenues collected and distributed in accordance with this Agreement and the Redevelopment Agreement.

(e) As compensation to the City for performing its obligations under **Section 9(d)**, above, the City shall be entitled to the amount of $5,000 each calendar year, which shall be paid to the City from TDD Revenue as TDD Annual Operating Costs pursuant to Section 6.2 of the Redevelopment Agreement.

(f) The TDD shall prepare or cause to be prepared financial statements, budgets and reports, and file the same, as and when required under the TDD Act and Section 105.145, RSMo.

(g) The TDD shall and the City may take all actions necessary for enforcement of the TDD Sales Tax, provided that the City shall not be asked to incur any expense unless TDD Revenues or Developer funds are made available to the City to cover such expense, which may be paid or reimbursed as set forth in Section 6.2 of the Redevelopment Agreement. The City or the TDD may prosecute or defend any action, lawsuit or proceeding or take any other action involving third persons that the TDD deems reasonably necessary to secure the payment of the TDD Sales Tax. The Developer covenants to cooperate and take all reasonable actions necessary to assist the City and the TDD in the enforcement of the TDD Sales Tax.

(h) The TDD hereby consents and agrees that 50% of the revenues generated by the TDD Sales Tax shall constitute EATS and, pursuant to Section 99.845 of the TIF Act, be transferred to or at the direction of the City for deposit into the EATS Account of the Special Allocation Fund.

(i) So long as any TIF Obligations or other amounts payable from TDD Revenues pursuant to the Redevelopment Agreement are outstanding, the TDD Sales Tax may not be repealed or reduced. Nothing in this Agreement shall require the imposition of the TDD Sales Tax after the expiration of the voted authority for imposition of the same or beyond the authorized term of the TDD.

(j) TDD Project costs shall be eligible for reimbursement upon acceptance by the TDD of a signed certification of such costs in the form set out in Exhibit D to the Redevelopment Agreement. The TDD hereby appoints the City as its agent to review and approve each such Certificate of Reimbursable Redevelopment Project Costs in accordance with the terms of Section 4.2 of the Redevelopment Agreement. The City shall provide to the TDD and the TDD shall keep records of all Certificates of Reimbursable Redevelopment Project Costs approved by the City that include any costs approved as an "Amount Eligible for

Payment from TDD Revenues," the total amount of costs so approved, and the amounts that, at any time, have been approved but have not yet been reimbursed.

(k) The TDD agrees to cause the officer of the TDD at any time charged with the responsibility of formulating budget proposals to include in the budget proposal submitted to the TDD for each fiscal year a request for an appropriation of TDD Revenues for application pursuant to the Financing Agreement and the Bond Indenture, if any, and Section 6.2 of the Redevelopment Agreement.

Section 10. Financing of the District Projects.

(a) The CID Project and the TDD Project are expected to be financed through the issuance of the TIF Obligations, as contemplated by the Redevelopment Agreement. The CID and the TDD shall enter into the Financing Agreement, and, subject to annual appropriation with respect to sales tax revenues, shall transfer and apply the CID Revenues and the TDD Revenues, respectively, in the manner required by the Financing Agreement and the Indenture, as the means of paying the applicable portions of debt service on the TIF Obligations. The Parties agree that the Indenture will include a mechanism to ensure that CID Revenues and TDD Revenues are allocated to the payment of the portion of the TIF Obligations that are eligible under the CID Act and the TDD Act, respectively, to be paid from CID Revenues and TDD Revenues.

(b) While any TIF Obligations are outstanding, the CID and the TDD shall not separately issue any bonds, notes or other obligations and shall not pledge any CID Revenues or TDD Revenues that have been pledged to TIF Obligations to the repayment of any obligation senior to or on parity with the TIF Obligations (provided that a subordinate pledge may be made while the TIF Obligations are outstanding only if allowed under the Financing Agreement and consented to by the Developer).

(c) If TIF Obligations are not outstanding the CID Revenues and TDD Revenues will be made available to finance the CID Project and TDD Project pursuant to Section 6.2 of the Redevelopment Agreement.

(d) If TIF Obligations are outstanding but a portion of the CID Revenues or TDD Revenues are not pledged to the TIF Obligations, the remaining CID Revenues and TDD Revenues will be made available to finance the CID Project and TDD Project pursuant to Section 6.2 of the Redevelopment Agreement.

Section 11. Continuing Existence of the CID. The CID will not take any action to dissolve the CID until all TIF Obligations and other amounts payable from CID Revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the CID expires during such time, in which case the CID may take appropriate action to wind up its affairs).

Section 12. Continuing Existence of the TDD. The TDD will not take any action to dissolve the TDD until all TIF Obligations and other amounts payable from TDD Revenues are satisfied, unless otherwise consented to by the Developer and the City (unless the term of the TDD expires during such time, in which case the TDD may take appropriate action to wind up its affairs).

Section 13. District Administration. To ensure proper administration of the CID and the TDD, the CID and the TDD shall engage a law firm or another entity experienced in the administration of special taxing districts and reasonably acceptable to and selected and approved by the Boards of Directors of the CID and the TDD, respectively, and reasonably acceptable to the City Manager, to assist in the administration of the affairs of the CID and of the TDD.

Section 14. Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

Section 15. Waiver. Any Party's failure at any time hereafter to require strict performance by any other Party, as applicable, of any provision of this Agreement shall not waive, affect or diminish any right of a Party thereafter to demand strict compliance and performance therewith.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Section 17. Anti-Israel Discrimination. Pursuant to Section 34.600, RSMo., the Developer certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Section 18. No Partnership. It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

Section 19. Further Acts. The Parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement, subject to any necessary legislative approvals, and provided that this shall not obligate the City to make any particular legislative or administrative approval.

Section 20. Modification. This Agreement shall not be amended, modified or canceled without the written consent of all parties to this Agreement.

Section 21. Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City, the CID, the TDD and the Developer have caused this Agreement to be executed in their respective names and the City, the CID and the TDD have caused their respective seals to be affixed thereto, and attested as to the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Troy Anderson, City Manager

(SEAL)

ATTEST:

_____
Susanne Holland, City Clerk

NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

By: _____
_____, Executive Director

Attest:

_____
_____, Secretary

NOLAND FASHION SQUARE TRANSPORTATION DEVELOPMENT DISTRICT

By: _____
_____, Executive Director

(SEAL)

Attest:

_____
_____, Secretary

T-L NOLAND LLC,
a Delaware limited liability company

By: _____
Name: Richard F. Dube
Its: President

EXHIBIT A

DESCRIPTION OF CID PROJECT

The CID Project includes the “Eligible Improvements” described in the petition for formation of the CID.

DESCRIPTION OF TDD PROJECT

The TDD Project includes the “Project” described in the petition for formation of the TDD.

PETITION FOR AMENDMENT OF THE

NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

CITY OF INDEPENDENCE, MISSOURI

APRIL 16, 2026

PETITION FOR THE AMENDMENT OF THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

To the Mayor and City Council of the City of Independence, Missouri:

The undersigned real property owners (the "Petitioners"), being collectively

(1) the owners of more than fifty percent by assessed value of the real property, and

(2) more than fifty percent per capita of all owners of real property

within the boundaries of the hereinafter described community improvement district, do hereby petition and request that the City Council of the City of Independence, Missouri (the "City") amend the Noland Fashion Square Community Improvement District ("CID" or "District") as described herein under the authority of Sections 67.1401 to 67.1571, RSMo (the "CID Act") by complete restatement thereof as set out herein. In support of this petition (the "Petition"), the Petitioners set forth the following information in compliance with the CID Act:

1. District Name. The name for the proposed community improvement district is:

   Noland Fashion Square Community Improvement District.

2. Legal Description and Boundary Map. A legal description and map generally depicting the boundaries of the proposed District are attached hereto as **Exhibit A** and **Exhibit B**, respectively. The proposed District is located entirely within the City of Independence, Missouri.

3. Five Year Plan.

   a. **Purposes.** The purposes of the District are to:

      (1) Provide or cause to be provided for the benefit of the District certain services (the "Eligible Services") described in Paragraph b of this Section;
      (2) Provide or cause to be provided for the benefit of the District certain improvements (the "Eligible Improvements") described in Paragraph c of this Section;
      (3) Authorize and collect a sales and use tax on all retail sales within the District, which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri, except sales of motor vehicles, trailers, boats or outboard motors and sales to or by public utilities and providers of communications, cable, or video services, to finance the costs of the Eligible Services, Eligible Improvements, the costs of other services and improvements in the District and other costs incurred by the District to carry out its purposes;
      (4) Authorize, impose and collect a special assessment in substantial accordance with the form of petition attached hereto as Exhibit D

("Special Assessment Petition") to finance the costs of the Eligible Services, Eligible Improvements, the costs of other services and improvements in the District and other costs incurred by the District to carry out its purposes;

(5) Issue obligations ("CID Obligations"), including without limitation bonds, to finance the costs of the Eligible Improvements in the District, including without limitation the costs of issuance, capitalized interest and a debt service reserve fund related to the issuance of CID Obligations;

(6) Acquire by purchase, lease, gift, grant, bequest, devise, or otherwise, any real property within its boundaries, personal property, or any interest in such property;

(7) Exercise any authorized purpose of the District pursuant to and in accordance with the Act and in accordance with any contract the District enters into with the developer of the Eligible Improvements and other parties.

b. **Implementation of Purposes.** The District's purposes shall be implemented according to the provisions of Section 67.1461 of the Act. The District will serve as an economic development tool that allows landowners in the District to:

(1) Coordinate efforts to improve the District and accomplish the District purposes;

(2) Plan Eligible Services and/or Eligible Improvements for the property within the District and plan other services and improvements within the District which are deemed by the District to be necessary and desirable to the economic viability of the District;

(3) Implement the Eligible Services and Eligible Improvements and other services and improvements within the District; and,

(4) Share the costs incurred by the District with respect to the property within the District through sales taxes and special assessments which are imposed and collected in accordance with this Petition and the CID Act.

c. **Services.** The Eligible Services shall generally include, but are not limited to, the following:

(1) The District may hire or contract for personnel and incur expenses to staff, operate and provide services to the District.

(2) The District may provide or contract for cleaning and maintenance services to improve or maintain the appearance of the District. Such services may include, but are not limited to:

a) litter removal and cleaning;
b) sidewalk, drive, road and street sweeping;
c) landscape planting, care, maintenance and replacement;
d) graffiti removal;

e) other beautification efforts to improve the appearance and image of the District; and

f) maintenance of drainage, water, storm and sewer systems and facilities within the District.

(3) The District may hire or contract for security personnel and purchase, lease, or otherwise provide security equipment and facilities for the protection of property and persons within the District.

(4) The District may provide or contract for any and all other services authorized under the CID Act.

c. Improvements. The Eligible Improvements are expected to generally include, but are not limited to:

(1) Site work and site improvements, pedestrian malls, shopping malls and plazas;

(2) Lawns, trees and any other landscape;

(3) Drainage, water, storm and sewer systems;

(4) Roads, streets, sidewalks, ramps, alleys, traffic signs, traffic signals, utilities, parking lots, and other related site and off-site improvements;

(5) Streetscape, lighting, benches or other seating furniture, trash receptacles, marquees, awnings, canopies, walls, and barriers;

(6) Demolition, removal, renovation, reconstruction or rehabilitation of buildings; and

(7) Any other improvements authorized under the CID Act.

d. Estimated Costs and Sources of Funds. The estimated initial costs of the Eligible Services and Eligible Improvements and other costs associated with the exercise of the powers and purposes of the District are $8,924,359. These costs are estimates only and may fluctuate based on actual revenues and costs incurred for purposes permitted under the CID Act. The anticipated sources of funds to pay such costs are the proceeds of the sales and use tax and special assessments described herein. The anticipated term of such sources of funds is 27 years from the approval of this Petition by ordinance of the City.

4. Form of District. The proposed District will be established as a political subdivision of the State of Missouri under the CID Act.

5. Board of Directors.

a. Number. The District shall be governed by a Board of Directors (the "Board") consisting of 5 members, whom shall be appointed by the municipality in accordance with this Petition.

b. Qualifications. Each member of the Board ("Director") shall meet the following requirements:

(1) Except for the Director elected to the Board pursuant to the requirements of Section 67.1451.2(3) of the CID Act (the "Disinterested Director") at all times when the requirements of Section 67.1451.2(3) of the CID Act are applicable, each Director shall meet the following requirements:

i. be at least 18 years of age;

ii. be and must declare to be either an owner of real property within the District or an authorized representative of an owner, an owner of a business operating within the District or an authorized representative of such operating business, or a registered voter residing within the District, as provided in the CID Act;

iii. be and have been a resident of the State of Missouri for at least one year immediately preceding the date upon which he or she takes office in accordance with Article VII, Section 8 of the Missouri Constitution; and

iv. except for the initial directors named in this Petition, be nominated according to slates submitted as described in this Petition; or in the case of Interim Directors, be elected by the remaining Directors.

(2) The Disinterested Director shall meet the requirements set forth in Section 67.1451.2(3) of the CID Act at all times when the requirements of Section 67.1451.2(3) of the CID Act are applicable.

c. Initial Directors. The initial directors ("Initial Directors") and their respective terms shall be as follows:

(1) Tom Scannell - Four (4) year term.

(2) Mellisa Cabrera - Four (4) year term.

(3) Jarvis Sackman - Four (4) year term.

(4) Teri Mertell - Two (2) year term.

(5) Rory Rowland - Two (2) year term (the Disinterested Director).

d. Terms. Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four (4) year term or until his/her successor is appointed in accordance with this Petition. If, for any reason,

a Director is not able to serve his/her term, the remaining Directors shall elect an Interim Director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Director's failure to meet the qualification requirements set forth above, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

e. Successor Directors. Successor Directors shall be appointed by the Mayor with the consent of the City Council by resolution. The CID shall submit a slate of persons who are recommended for Successor Director positions to the City of Independence, Missouri's City Clerk (the "City Clerk"). The Mayor or City Council may reject the slate, stating the reasons for rejection in writing; in which event, the CID shall then provide an alternate slate within 7 days. If an appointment by the Mayor and resolution of the City Council is not completed within a 60-day period following the submission to the City Clerk of a slate of recommended Successor Directors by the CID (or an alternate slate if required), the Successor Directors recommended in such slate or alternate slate, as applicable, shall be deemed to have been appointed by the Mayor with the consent of the City Council.

6. Assessed Value. The total assessed value of all real property within the District, as reported by the Jackson County Assessor's Office as of the date of this Petition, is $5,969,676. The official total assessed valuation for the District may change by the time the District is created. As depicted in **Exhibit C,** Petitioners own real property within the District currently assessed at $4,792,374 representing 80.28% of the assessed value of all of the real property within the District.

7. Blight Determination. Petitioners are seeking a determination that the property within the District is a blighted area within the meaning of the CID Act. In order to permit the District to expend its revenues or loan its revenues pursuant to a contract entered into in accordance with Section 67.1461.2(2), RSMo, the Petitioners further request the City Council determine that the use of District revenues as described herein and pursuant to contracts to finance the demolition, removal, renovation, reconstruction or rehabilitation of buildings and structures within the District and related improvements and structures is reasonably anticipated to remediate the blighting conditions within the District and will serve a public purpose.

8. Duration of District. The proposed maximum length of time for the existence of the District is twenty-seven (27) years from the date the ordinance approving the Petition shall become effective. The District may be terminated prior to the stated expiration date in accordance with the provisions of the CID Act.

9. Real Property and Business License Taxes. The District is not authorized to impose a real property tax levy or business license taxes within the District.

10. Special Assessments. The District is authorized by resolution, upon the Board's receipt of

the Petition for the Levy of Special Assessments in substantially the form attached hereto as **Exhibit D** ("Special Assessment Petition") signed by property owners collectively owning more than fifty percent of the assessed value of the property within the District and comprising greater than fifty percent per capita of the District property owners, to levy a special assessment ("CID Special Assessment") against the property within the District. The CID Special Assessment shall be levied upon the benefited property within the District in relation to the benefit conferred upon such property, which shall be an equal benefit per square footage of commercial buildings located on such property, and the cost to provide such benefit. Each calendar year the Board shall establish the levy rate of the CID Special Assessment in an amount not to exceed $1.00 per square foot of gross leasable area of each building within the District, based upon, and as necessary to pay, the cost of providing the Eligible Improvements and the Eligible Services to meet the District's purposes. The Board shall levy the CID Special Assessment against each commercial building within the District for each year during the life of the District.

The Board shall notify the county collector of Jackson County, Missouri ("County Collector"), of the levy rate of the CID Special Assessment and a list of the gross leasable area square footage of each building within each tax parcel within the District that is subject to the CID Special Assessment for the then current calendar year; provided however, that no rate levied for the CID Special Assessment shall exceed the maximum rate set forth in the Special Assessment Petition. Such information shall be provided in a timely manner by the Board to the County Collector such that the County Collector may include the CID Special Assessment on the real property tax bills for the then current calendar year.

In order to facilitate the levy of the CID Special Assessment, the Board may from time to time and in its discretion, adopt by resolution written policies and procedures concerning the levy of the CID Special Assessment, which shall be binding on all property owners within the District; provided, that such policies and procedures shall not be contrary to the requirements or limitations set forth in this Petition or the Act.

11. Sales Tax. Qualified voters of the District may be asked to approve a sales and use tax of one percent (1.0%) ("District Sales Tax"), in accordance with the CID Act, to fund certain improvements within the District and/or to pay the costs of services provided by the District.

12. Borrowing Limits. Petitioners do not seek limitations on the borrowing capacity of the District.

13. Revenue Limits. Petitioners do not seek limitations on the revenue generation of the District.

14. Authority Limits. Petitioners do not seek limitations on the authority of the District, except as set forth in this Petition. The District shall have the full range of powers authorized under the provisions of the CID Act, except as limited by this Petition.

15. Severability. If any provisions of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition 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 contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

16. **Revocation of Signatures. THE PETITIONERS ACKNOWLEDGE THAT THE SIGNATURE OF THE SIGNER OF THIS PETITION MAY NOT BE WITHDRAWN FROM THIS PETITION LATER THAN SEVEN (7) DAYS AFTER THE FILING HEREOF WITH THE CITY CLERK.**

WHEREFORE, Petitioners respectfully request that the City Council adopt an ordinance to amend the Noland Fashion Square Community Improvement District in accordance with the information set forth in this Petition and that the Mayor appoint and the City Council consent to the proposed members for the Board of Directors as set forth in this Petition, and take all other appropriate and necessary action that is consistent with the CID Act to amend the District.

[remainder of page intentionally left blank]

EXECUTION PAGE FOR PETITION FOR THE AMENDMENT OF THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: NOLAND FASHION SC, LLC Owner's telephone number: 8164536000

Owner's address: 605 W. 47th Street, Suite 200, Kansas City, Missouri 64112

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

Title/basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address:

_____

If owner is an individual: _____ Single _____ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

	Corporation		General Partnership
	Limited Partnership	X	Limited Liability Company
	Partnership		Urban Redevelopment Corporation
	Not-for-Profit Corporation		Other

Map and parcel number(s):
33-520-10-82-00-0-00-000, 33-520-10-81-00-0-00-000, 33-520-10-79-00-0-00-000, 33-520-10-80-00-0-00-000, 33-520-11-67-00-0-00-000, 33-520-11-66-00-0-00-000, 33-520-11-71-00-0-00-000, 33-520-11-70-00-0-00-000, 33-520-11-69-00-0-00-000, 33-520-11-68-00-0-00-000

Total assessed value: $3,621,754

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named immediately below.

Date: 4/3/26

NOLAND FASHION SC, LLC

By: _____

Name: David M. Stock

Title: Manager

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

CHRISTINA I. BATREZ
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 19225369
My Commission Expires 03/11/2027

Before me personally appeared David M. Stock, to me personally known to be the Manager of NOLAND FASHION SC, LLC, described in and who executed the foregoing instrument on behalf of said limited partnership.

WITNESS my hand and official seal this 3 day of April, 20 26.

_____
Notary Public

My Commission Expires: 3/11/27

EXECUTION PAGE FOR PETITION FOR THE AMENDMENT OF THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: NOLAND FASHION LOT 1, LLC Owner's telephone number: 816 753 6000

Owner's address: 605 W. 47th Street, Suite 200, Kansas City, Missouri 64112

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

Title/basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address:

_____

If owner is an individual: _____ Single _____ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

	Corporation		General Partnership
	Limited Partnership	X	Limited Liability Company
	Partnership		Urban Redevelopment Corporation
	Not-for-Profit Corporation		Other

Map and parcel number(s):
33-520-10-87-00-0-00-000

Total assessed value: $328,547

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named immediately below.

Date: 4/3/26

NOLAND FASHION LOT 1, LLC

By: _____

Name: David M. Block

Title: Manager

CHRISTINA I. BATREZ
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 19225369
My Commission Expires 03/11/2027

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

Before me personally appeared David M. Block to me personally known to be the Manager of NOLAND FASHION LOT 1, LLC, described in and who executed the foregoing instrument on behalf of said limited partnership.

WITNESS my hand and official seal this 3 day of April, 20 26.

_____
Notary Public

My Commission Expires: 3/11/27

EXECUTION PAGE FOR PETITION FOR THE AMENDMENT OF THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: NOLAND FASHION LOT 2, LLC Owner's telephone number: 816 753 6000

Owner's address: 605 W. 47th Street, Suite 200, Kansas City, Missouri 64112

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

Title/basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address:

_____

If owner is an individual: _____ Single _____ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

	Corporation		General Partnership
	Limited Partnership	X	Limited Liability Company
	Partnership		Urban Redevelopment Corporation
	Not-for-Profit Corporation		Other

Map and parcel number(s):
33-520-10-86-00-0-00-000

Total assessed value: $336,352

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named immediately below.

Date: 4/3/26

NOLAND FASHION LOT 2, LLC

By: _____

Name: David M. Block

Title: Manager

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

CHRISTINA I. BATREZ
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 19225369
My Commission Expires 03/11/2027

Before me personally appeared David M. Block, to me personally known to be the Manager of NOLAND FASHION LOT 2, LLC, described in and who executed the foregoing instrument on behalf of said limited partnership.

WITNESS my hand and official seal this 3 day of April, 2026

_____
Notary Public

My Commission Expires: 3/11/2027

EXECUTION PAGE FOR PETITION FOR THE AMENDMENT OF THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: NOLAND FASHION LOT 3, LLC Owner's telephone number: 8167536000

Owner's address: 605 W. 47th Street, Suite 200, Kansas City, Missouri 64112

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

Title/basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address:

_____

If owner is an individual: _____ Single _____ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

	Corporation		General Partnership
	Limited Partnership	X	Limited Liability Company
	Partnership		Urban Redevelopment Corporation
	Not-for-Profit Corporation		Other

Map and parcel number(s):
33-520-10-85-00-0-00-000

Total assessed value: $257,600

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named immediately below.

Date: 4/3/26

NOLAND FASHION LOT 3, LLC

By: _____

Name: David M. Block

Title: Manager

STATE OF MISSOURI)
) ss.
COUNTY OF JACKSON)

CHRISTINA I. BATREZ
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 19225369
My Commission Expires 03/11/2027

Before me personally appeared David M. Block, to me personally known to be the Manager of NOLAND FASHION LOT 3, LLC, described in and who executed the foregoing instrument on behalf of said limited partnership.

WITNESS my hand and official seal this 3 day of April 2026

_____
Notary Public

My Commission Expires: 3/11/27

EXECUTION PAGE FOR PETITION FOR THE AMENDMENT OF THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT

Name of owner: NOLAND FASHION LOT 5, LLC Owner's telephone number: 8164753600

Owner's address: 605 W. 47th Street, Suite 200, Kansas City, Missouri 64112

IF SIGNER IS DIFFERENT FROM OWNER:

Name of signer: _____

Title/basis of legal authority to sign: _____

Signer's telephone number: _____

Signer's mailing address:

_____

If owner is an individual: _____ Single _____ Married

If owner is not an individual, state what type of entity (Mark Applicable Box):

	Corporation		General Partnership
	Limited Partnership	X	Limited Liability Company
	Partnership		Urban Redevelopment Corporation
	Not-for-Profit Corporation		Other

Map and parcel number(s):
33-520-10-83-00-0-00-000

Total assessed value: $248,121

By executing this Petition, the undersigned represents and warrants that he/she is authorized to execute this Petition on behalf of the property owner named immediately below.

Date: 4/3/26

NOLAND FASHION LOT 5, LLC

By: _____

Name: David M. Block

Title: Manager

CHRISTINA I. BATREZ
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 19225369
My Commission Expires 03/11/2027

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Before me personally appeared David M. Block, to me personally known to be the Manager of NOLAND FASHION LOT 5, LLC, described in and who executed the foregoing instrument on behalf of said limited partnership.

WITNESS my hand and official seal this 3 day of April, 2026.

_____
Notary Public

My Commission Expires: 3/11/27

EXHIBIT A

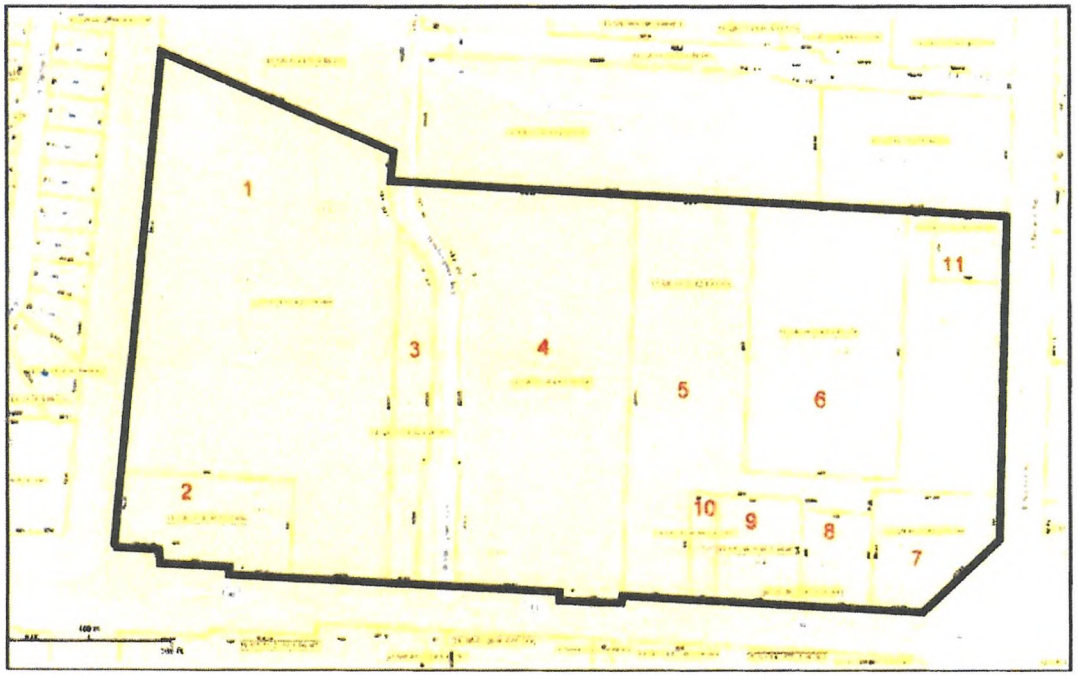
LEGAL DESCRIPTION

A tract of land, all in part of the Northwest Quarter of Section 26, Township 49, Range 32, in Independence, Jackson County, Missouri, being more particularly described as follows:

Beginning at the Southeasterly corner of parcel JA33-520-11-48-02-0-00-000 (this and all subsequent Parcel numbers referenced herein are based on the parcel identification numbers used by Jackson County, Missouri Assessment Department), also being a point on the Northerly right of way line of U. S. Highway No. 40, as now established, the POINT OF BEGINNING; thence Westerly along the Southerly line of parcels JA33-520-11-48-02-0-00-000, JA33-520-11-61-02-0-00-000 and JA33-520-11-58-00-0-00-000 to a jog in the Southerly line of parcel JA33-520-11-58 00 0 00 000; thence Northerly along said jog approximately 15 feet, more or less, to a Southerly line of said parcel; thence Westerly along said Southerly line to a jog therein; thence Northerly along said jog approximately 28 feet, more or less, to a Southerly line of said parcel; thence Westerly along said Southerly line to the Southwesterly corner thereof, also being a point on the Easterly right of way line of the Missouri Pacific Railroad, as now established; thence Northerly along the said Easterly right of way line of the Missouri Pacific Railroad, also being the Westerly line of parcels JA33-520-11-58-00-0-00-000 and JA33-520-11-61-02 0 00 000 to the Northwesterly corner of parcel JA33-520-11-61-02-0-00-000, thence Southeasterly along the Northerly line of said parcel to the Northeasterly corner thereof; thence Southerly along the Easterly line of said parcel 64 feet, more or less, to an intersection with the Southerly line of parcel JA33-520-11-61-01-0-00-000, also being a point on the Westerly right of way line of Washington Avenue, as now established; thence Easterly along the Westerly prolongation of the Northerly line of parcel JA33-520-10-48-01-0-00 to a point on the Easterly right of way line of Washington Avenue, also being the Northwesterly corner of parcel JA33-520-10-48-01-0-00-000; thence Easterly along the Northerly line of parcels JA33-520-10-48-01-0-00-000, JA33-520-10-52-02-1-00-000, JA33-520-10-52-01-0-00-000, JA33-520-10-52-02-1-00-000 and JA33-520-10-53-00-0-00-000 to the Northeasterly corner of parcel JA33-520-10-53-00-0-00-000, also being a point on the Westerly right of way line of S. Noland Road; as now established; thence Southerly along the Westerly right of way line of S. Noland Road, also being the Easterly line of parcels JA33 520 10 53 00 0 00 000 and JA33 520 10 52 02 1 00 000 to a Southeasterly corner of parcel JA33-520-10-52-02-1-00-000, also being the Northeasterly corner of parcel JA33-520-10-52-02-2-00-000; thence Southerly along the Easterly line of said parcel approximately 100 feet, more or less, to a point, also being a Southeasterly corner of said parcel; thence Southwesterly along the Southeasterly line of said parcel approximately 217.00 feet, more or less, to a corner thereof, also being a point on the Northerly right of way line of U. S. Highway 40; thence Westerly along the Northerly right of way line of U. S. Highway 40, also being the Southerly line of parcels JA33-520-10-52-02-2-00-000, JA33-520-10-51-00-0-00-000, JA33-520-10-50-00-0-00-000, JA33-520-10-49-00-0-00-000, and JA33-520-10-52-02-1-00-000 to a Southwesterly corner of parcel JA33-520-10-52-02-1-00-000, also being a point on the Easterly line of parcel JA33-520-10-48-01-0-00-000; thence Southerly along the Easterly line of said parcel approximately 15 feet, more or less, to the Southeasterly corner thereof, also being a point on the Northerly right of way line of U. S. Highway 40; thence Westerly along the Southerly line of parcel JA33-520-10-48-01-0-00-000 to a jog therein; thence Northerly along the jog 20 feet, more or less to a point on the Southerly line of said parcel; thence Westerly along the Southerly line of said parcel to the Southwesterly corner thereof, also being a point of intersection of the Easterly right of way line of Washington Avenue and the Northerly right of way line of U. S. Highway 40; thence Westerly along the Easterly prolongation of the Southerly line of parcel JA33-520-10-48-02-0-00-000 to a point on the Westerly right of way line of Washington Avenue, also being the Southeasterly corner of parcel JA33-520-11-48-02-0-00-000, the POINT OF BEGINNING.

EXHIBIT B

BOUNDARY MAP



Jackson County, MO

Parcel Viewer

Printed: Feb 11, 2014

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EXHIBIT B

EXHIBIT C

PARCEL NUMBERS AND ASSESSED VALUES OF PROPERTY WITHIN DISTRICT

NOLAND FASHION SC, LLC:

Parcel ID	AV 2025
33-520-10-82-00-0-00-000	$ 384,221
33-520-10-81-00-0-00-000	$ 254,579
33-520-10-79-00-0-00-000	$ 1,037,856
33-520-10-80-00-0-00-000	$ 1,085,600
33-520-11-67-00-0-00-000	$ 358,432
33-520-11-66-00-0-00-000	$ 18,656
33-520-11-71-00-0-00-000	$ 29,376
33-520-11-70-00-0-00-000	$ 19,354
33-520-11-69-00-0-00-000	$ 15,264
33-520-11-68-00-0-00-000	$ 418,416
Total	**$ 3,621,754**

NOLAND FASHION LOT 1, LLC:

Parcel ID	AV 2025
33-520-10-87-00-0-00-000	$ 328,547
Total	**$ 328,547**

NOLAND FASHION LOT 2, LLC:

Parcel ID	AV 2025
33-520-10-86-00-0-00-000	$ 336,352
Total	**$ 336,352**

NOLAND FASHION LOT 3, LLC:

Parcel ID	AV 2025
33-520-10-85-00-0-00-000	$ 257,600
Total	**$ 257,600**

NOLAND FASHION LOT 5, LLC:

Parcel ID	AV 2025
33-520-10-83-00-0-00-000	$ 248,121
Total	**$ 248,121**

OTHER TRACTS:

Parcel ID	AV 2025
33-520-10-84-00-0-00-000	$ 442,665
33-520-10-50-00-0-00-000	$ 165,600
33-520-10-52-02-2-00-000	$ 437,037
33-520-10-53-00-0-00-000	$ 132,000
Total	**$ 1,177,302**

PETITIONER'S PERCENTAGE OF TOTAL CID ASSESSED VALUE:

Total AV Petitioners' Parcels	**$ 4,792,374**
Total AV CID	**$ 5,969,676**
Percentage of Total AV	**80.28%**

EXHIBIT D

SPECIAL ASSESSMENT PETITION

The Noland Fashion Square Community Improvement District ("District") shall be authorized to levy special assessments ("CID Special Assessments") against real property benefited within the District for the purpose of providing revenue for the Eligible Improvements and the Eligible Services. Capitalized terms not expressly defined herein shall have the same meaning ascribed to them in the Petition for Amendment of the Noland Fashion Square Community Improvement District (the "Petition").

CID Special Assessments shall be levied against the gross leasable area of each commercial building within each tax parcel within the District which receives special benefit as a result of such service and/or projects, the cost of which shall be allocated among the property that is subject to the CID Special Assessment; provided, however, that the levy rate of the CID Special Assessment shall not exceed $1.00 per square foot of gross leasable area of each commercial building within the District.

Authorization to levy the CID Special Assessments shall expire at such time as the District is terminated in accordance with the Act. The real property which will receive special benefit from the District's services and/or improvements are as follows:

Parcel ID	AV 2025
33-520-10-87-00-0-00-000	$ 328,547
33-520-10-86-00-0-00-000	$ 336,352
33-520-10-85-00-0-00-000	$ 257,600
33-520-10-83-00-0-00-000	$ 248,121
33-520-10-82-00-0-00-000	$ 384,221
33-520-10-81-00-0-00-000	$ 254,579
33-520-10-79-00-0-00-000	$ 1,037,856
33-520-10-80-00-0-00-000	$ 1,085,600
33-520-11-67-00-0-00-000	$ 358,432
33-520-11-66-00-0-00-000	$ 18,656
33-520-11-71-00-0-00-000	$ 29,376
33-520-11-70-00-0-00-000	$ 19,354
33-520-11-69-00-0-00-000	$ 15,264
33-520-11-68-00-0-00-000	$ 418,416
33-520-10-84-00-0-00-000	$ 442,665
33-520-10-50-00-0-00-000	$ 165,600
33-520-10-52-02-2-00-000	$ 437,037
33-520-10-53-00-0-00-000	$ 132,000
Total	**$ 5,969,676**

By submitting this petition, it is acknowledged that the benefitted properties are benefitted or presumed to be benefitted equally on a square footage basis.

BILL NO. 26-054

ORDINANCE NO. 19814

AN ORDINANCE APPROVING THE PETITION FOR AMENDMENT OF THE NOLAND FASHION SQUARE COMMUNITY IMPROVEMENT DISTRICT, MAKING FINDINGS AND AUTHORIZING CERTAIN ACTIONS RELATED THERETO, INCLUDING THE EXECUTION OF A COOPERATIVE AGREEMENT

WHEREAS, Sections 67.1401 to 67.1571 RSMo, as amended (the "CID Act"), authorize the governing body of any city, upon presentation of a proper petition requesting the formation or amendment of a district and after a public hearing, to adopt an ordinance establishing or amending a community improvement district;

WHEREAS, the City of Independence, Missouri (the "City") is a charter city and a political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri;

WHEREAS, by Ordinance No. 18415, passed by the City Council of the City on February 17, 2015, the City created the Noland Fashion Square Community Improvement District (the "District");

WHEREAS, property owners within the District have filed with the Independence City Clerk (the "City Clerk") a petition for the amendment of the District pursuant to the CID Act, entitled "Petition for Amendment of the Noland Fashion Square Community Improvement District" (the "Petition");

WHEREAS, the City Clerk verified that the Petition substantially complies with the CID Act, submitted the verified Petition to the City Council and set a public hearing with all proper notice being given in accordance with the CID Act or other applicable law;

WHEREAS, none of the signatures of the signers of the Petition were withdrawn within seven days after the Petition was filed with the City Clerk;

WHEREAS, all the real property included in the Noland Fashion Square Community Improvement District (the "District") is entirely located within the City limits;

WHEREAS, on May 18, 2026, the City Council held a public hearing at which all persons interested in the amendment of the District were allowed an opportunity to speak; and

WHEREAS, the Petition being fully heard before the City Council, the City Council now desires to approve the Petition, amend the District and take other actions related to amendment of the District.

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

SECTION 1. All terms used in this Ordinance shall be construed as defined in the CID Act and the Petition.

SECTION 2. The City Clerk has verified that the Petition substantially complies with all

submission requirements of the CID Act.

SECTION 3. The Petition, a copy of which is on file with the City Clerk, is hereby approved and the District is hereby amended and will hereafter exist as stated in the Petition. The District includes the contiguous tracts of real estate as described in the Petition and shown on the map set forth in the Petition.

SECTION 4. As set forth in the Petition, the District shall be governed by a board of directors consisting of 5 members, with the initial members set out in the Petition, whose successors shall be appointed as provided in the Petition.

SECTION 5. The District's Board of Directors shall have authority to establish and/or continue a sales tax and special assessments within the District as set forth in the Petition and in conformance with the CID Act.

SECTION 6. The District shall have and possess the powers authorized under the CID Act to the extent not limited in the Petition.

SECTION 7. The maximum length of time for the continued existence of the District is 27 years after the date of this Ordinance, unless further extended in accordance with the CID Act.

SECTION 8. The City Clerk is hereby directed to prepare and file any reports required by the State of Missouri or its departments relating to the Petition.

SECTION 9. Approval of the Petition and the amendment of the District by this Ordinance is conditioned upon the District entering into a new cooperative agreement with the City, upon terms and conditions mutually acceptable to the City and District, which provides for implementation of the District, the process for reimbursement of eligible District costs and expenses and other matters as mutually determined by the City and District. No payment or reimbursement of District costs and expenses shall occur and no disbursement of District revenues shall occur until the cooperative agreement is approved and executed by the City and the District. Failure of the District to enter into such agreement within 1 year following the effective date of this Ordinance shall nullify and render void the approvals granted in this Ordinance upon such declaration by the City Council. The City is authorized to enter into a cooperative agreement in substantially the form attached hereto as Exhibit A, and the City is hereby authorized to execute and deliver the cooperative agreement with such changes therein as shall be approved by the officials of the City executing such document, such officials' signatures thereon being conclusive evidence of their approval thereof.

SECTION 10. The City Council hereby finds that the property within the District is a "blighted area" as defined by the CID Act. The City Council's determination that the property in the District is a blighted area is based on the blight study attached as Exhibit 6 to the Noland Fashion Square Tax Increment Financing Redevelopment Plan, which is on file in the Office of the City Clerk, and which describes and depicts the blighting factors within the District. The District may exercise the additional powers granted by the CID Act within the District to remediate the blighting conditions.

SECTION 11. City staff, the City's special legal counsel, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, and agreements or other documents as may be necessary, desirable, convenient, or proper to perform all matters authorized herein.

SECTION 12. It is hereby declared to be the intention of the City Council that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the City Council intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part, section or subsection of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accord with the legislative intent.

SECTION 13. This ordinance shall take effect and be in full force as set forth in the City Charter.

PASSED ON THIS 1st DAY OF June 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Susanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

EXHIBIT A

COOPERATIVE AGREEMENT

City of Independence

AGENDA ITEM COVER SHEET

Agenda Title:

26-055 **2R** An ordinance approving a plan for an industrial development project; authorizing the City of Independence, Missouri to issue taxable industrial development revenue bonds in a principal amount not to exceed $75,000,000 in connection with the Noland Fashion Square Redevelopment Project; and authorizing certain documents and actions in connection therewith. **2R** **Item passes 7-0 Ord. No. 19815**

Recommendations:

Staff recommends approval.

Background:

The Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "Redevelopment Plan") was submitted for consideration by T-L Noland LLC (the "Developer"). The proposed Redevelopment Area, which contains approximately 32 acres, is generally bounded by undeveloped property on the south side of and at the western terminus of East 45th Street to the north, South Noland Road to the east, East U.S. Highway 40 to the south, and a railroad line to the west.

In connection with the Redevelopment Plan, the Developer has requested a sales tax exemption on construction materials for projects implementing the Redevelopment Plan. Chapter 100 provides the mechanism to implement the sales tax exemption on construction materials. With respect to any property removed from the tax rolls, a payment in lieu of tax will be paid in the amount equal to 100% of the prior (base) taxes on the Redevelopment Area plus 50% of the tax that would be generated by any incremental value. The Chapter 100 transaction will expire at the end of the construction period.

Emergency Justification:

Fiscal Impact:

Council Action:

Department / Contact Community Development /

REVIEWERS

Tom Scannell
Melissa Cabrera
Jeremy Cover
Lisa Reynolds
Susanne Holland

ATTACHMENTS:

1. Ordinance - Chapter 100 v1
2. Supporting Documents - Chapter 100
3. Ord. No. 19815

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT; AUTHORIZING THE CITY OF INDEPENDENCE, MISSOURI TO ISSUE TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $75,000,000 IN CONNECTION WITH THE NOLAND FASHION SQUARE REDEVELOPMENT PROJECT; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Independence, Missouri (the "City") is a constitutional charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, T-L Noland, LLC (the "Developer") has applied to the City for an incentive package that includes tax increment financing, special district sales tax revenues and the issuance of taxable industrial development revenue bonds to provide for the incentives described in the Plan (defined below) with respect to a project situated on approximately 32 acres located to the northwest of the intersection of East U.S. Highway 40 and South Noland Road (as currently developed, the "Site") at the existing location of the Noland Fashion Square shopping center and consisting of remodeling and/or tearing down portions of the blighted buildings located on the Site and redeveloping the Site into a remodeled and newly constructed grocery-anchored shopping center development through remodeling of a portion of the existing improvements, demolition of a portion of the existing improvements, and construction of new commercial uses such as retail, restaurants and other uses, plus related street and other public improvements (the "Project"); and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for an industrial development project (the "Plan"), gave notice of the Plan by overnight delivery to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to finance costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the approval of the Plan and 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 a single bid for the Bonds, which was delivered by the Developer; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

SECTION 1. Promotion of Economic Development; Approval of Plan. The Council hereby finds and determines that the 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 Project will be in furtherance of the public purposes set forth in the Act. The Council hereby approves the Plan attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

SECTION 2. Authorization and Sale of the Bonds; Acceptance of Bid. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Noland Fashion Square Redevelopment Project), in an aggregate principal amount not to exceed $75,000,000, for the purpose of providing sales tax exemption on construction materials and the limited tax abatement set out in the Plan. The Bonds may be issued in one more series as agreed to by the City and the Developer. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture(s) 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(s) upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture(s) shall constitute conclusive evidence of their approval and the City's approval thereof. The City hereby accepts the bid received from the Developer for the sale of the Bonds. The sale of the Bonds to the Developer or its designee(s), as the winning bidder at the public sale, at the interest rate set forth in the winning bid and upon the terms set forth in the Trust Indenture(s) is hereby approved.

SECTION 3. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement(s), and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture(s). 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) A Trust Indenture for each series of Bonds dated as of the date set forth therein (the "Trust Indenture(s)"), between the City and UMB Bank, N.A., as trustee (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement(s) 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(s);

(b) A Base Lease in connection with each series of Bonds dated as of the date set forth therein (the "Base Lease(s)"), between the City and the Developer, under which the Developer will lease the Project (or portion thereof) and the underlying land to the City;

(c) A Lease Agreement in connection with each series of Bonds dated as of the date set forth therein (the "Lease Agreement(s)"), between the City and the Developer, under which the City will provide funds for the construction and improvement of the Project and lease the Project (or portion thereof) to the Developer pursuant to the terms and conditions in the Lease Agreement(s), in consideration of rental payments by the Developer which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds and certain payments in lieu of taxes; and

(d) A Bond Purchase Agreement for each series of Bonds dated as of the date set forth therein, between the City and the Developer, pursuant to which the Developer agrees to purchase the Bonds.

SECTION 5. Execution of Documents. The Mayor or City Manager of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Trust Indenture. The Mayor or City Manager of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 6. Further Authority. The Mayor, City Manager, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including but not limited to (1) the execution of any financing documents in accordance with the Leases and a sales tax exemption agreement in connection with any request by the Developer to issue a sales tax exemption certificate for the purchase of construction materials prior to the issuance of the Bonds, and (2) the release of any portion of the Project that has been completed from the City Documents.

SECTION 7. Effective Date. This Ordinance shall take effect and be in full force as set forth in the City Charter.

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PASSED ON 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

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

NOTICE TO TAXING JURISDICTIONS

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT
FOR THE NOLAND FASHION SQUARE REDEVELOPMENT PROJECT

On behalf of the City of Independence, Missouri (the "City"), please find enclosed a copy of a proposed plan for an industrial development project and cost benefit analysis (the "Plan").

The City Council will consider an ordinance to approve the Plan during the City Council's meeting on May 18, 2026, at 6:00 p.m. at 20201 E. Jackson Drive, Independence, MO 64057.

The City invites you to submit written comments to the Council on the proposed Plan. All comments will be fairly and duly considered by the City. Comments will also be taken during a public hearing at the City Council meeting referred to above.

A copy of the Plan will be on file in the office of the City Clerk and will be available for public inspection during normal business hours.

Dated: April 27, 2026

Independence City Hall
20201 E. Jackson Drive
Independence, MO 64057

Taxing Jurisdictions -- Distribution List

Independence School District Superintendent 201 N. Forest Ave Independence, MO 64050	**Raytown School District** Superintendent 6608 Raytown Road Raytown, MO 64133
Jackson County Board of Disabled Services 8511 Hillcrest Rd., Suite 300 Kansas City, MO 64138	**Junior College District of Metropolitan Kansas City, Missouri (Metropolitan Community College)** Chancellor 3200 Broadway Kansas City, MO 64111
Jackson County County Executive 415 E. 12th Street, 2nd Floor Kansas City, MO 64106	**Mid-Continent Public Library** Director 15616 E. Highway 24 Independence, MO 64050-2057
Jackson County Assessment Department Truman Courthouse 112 W. Lexington 1st Floor Independence, MO 64050	**Jackson County Collections Department** Truman Courthouse 112 W. Lexington 1st Floor Independence, MO 64050
Jackson County Community Children's Services Fund Executive Director 2345 Grand Blvd., Suite 1450 Kansas City, MO 64108	**City of Independence** City Clerk 20201 E. Jackson Drive Independence, MO 64057
Missouri Department of Revenue County Tax Section Merchants/Manufacturers Replacement Tax Fund 301 West High Street Jefferson City, MO 65102-0453	**Jackson County Community Mental Health** Executive Director 1627 Main Street, Suite 500 Kansas City, MO 64108
Kansas City Zoological District Chair of the Board of Directors 6800 Zoo Drive Kansas City, MO 64132	**Missouri Department of Revenue** County Tax Section State Blind Pension Fund 301 West High Street Jefferson City, MO 65102-0453
	Noland Fashion Square Community Improvement District 605 West 47th Street Kansas City, MO 64112

CITY OF INDEPENDENCE, MISSOURI

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT

FOR THE

NOLAND FASHION SQUARE REDEVELOPMENT PROJECT

HEARING DATE: MAY 18, 2026

I. PURPOSE OF THIS PLAN

The City Council of the City of Independence, Missouri (the "City") will consider an ordinance approving this plan (the "Chapter 100 Plan") and authorizing the issuance by the City of taxable industrial development revenue bonds in the aggregate principal amount of not to exceed $75,000,000 (the "Chapter 100 Bonds") in one or more series, with respect to an industrial development project (the "Project") within a redevelopment area to be created pursuant to the Noland Fashion Square Tax Increment Financing Redevelopment Plan (the "TIF Plan"), which has been recommended for approval by the Tax Increment Financing Commission of Independence, Missouri. The Chapter 100 Bonds will be issued pursuant to the provisions of Sections 100.010 to 100.200 of the Revised Statutes of Missouri, as amended, and Article VI, Section 27(b) of the Missouri Constitution, as amended (collectively, "Chapter 100"). The TIF Plan is for the benefit of T-L Noland LLC (the "Developer") and provides for the capture of 50% of incremental property tax revenues ("TIF PILOTs") and 50% of incremental sales tax revenues or "economic activity taxes," as well as certain other special revenue sources, to reimburse the Developer for a portion of the costs of implementing the overall development described in the TIF Plan.

The purpose of this Chapter 100 Plan is to provide sales tax exemption on construction materials while maintaining property tax benefits for the Developer similar to what would have been provided in reimbursement under the TIF Plan.

This Chapter 100 Plan has been prepared to satisfy requirements of Chapter 100 and to analyze the potential costs and benefits, including the related tax impact on all affected taxing jurisdictions, of using industrial development revenue bonds to finance the Project.

II. GENERAL DESCRIPTION OF CHAPTER 100 FINANCINGS

General. Chapter 100 authorizes cities, counties, towns and villages to issue industrial development revenue bonds to finance the purchase, construction, extension and improvement of warehouses, distribution facilities, research and development facilities, office industries, agricultural processing industries, service facilities that provide interstate commerce, industrial plants and other commercial facilities.

Issuance and Sale of Bonds. Revenue bonds issued pursuant to Chapter 100 do not require voter approval and are payable solely from revenues received from the project. The municipality issues its bonds and in exchange, the benefited company promises to make payments that are sufficient to pay the principal of and interest on the bonds as they become due. Thus, the municipality merely acts as a conduit for the financing.

Concurrently with the closing of the Chapter 100 Bonds, the owner of the property underlying the Project will convey to the City title to such property or lease such property to the City. At the same time, the City will lease such property, including the Project located thereon, back to the benefited company pursuant to a lease agreement. The lease agreement will require the benefited company, acting on behalf of the City, to use bond proceeds to pay the costs or reimburse the costs of purchasing, constructing and installing the Project.

Property Tax Abatement. Under Article X, Section 6 of the Missouri Constitution and Section 137.100 of the Revised Statutes of Missouri, all property of any political subdivision is exempt from taxation. In order to establish the level of property tax abatement at less than 100%, the City and the benefitted company will enter into an agreement to make payments in lieu of taxes ("Chapter 100 PILOTs"). The anticipated amount of Chapter 100 PILOTs to be paid with respect to the Project is shown in the Cost-Benefit Analysis attached hereto. The payments in lieu of taxes are payable by December 1 of each year,

and are distributed to the municipality and to each political subdivision within the Site (defined below) in the same manner and in the same proportion as property taxes would otherwise be distributed under Missouri law. In the alternative, if the property is leased to the City, the Project will remain on the tax rolls and no Chapter 100 PILOTs will be paid.

III. DESCRIPTION OF THE PARTIES

The Developer and Benefitting Company. The Developer is a limited liability company organized and existing under the laws of the State of Delaware. The benefitting company will be the Developer, another developer and/or one or more end users of various portions of the Project that enters into or takes assignment of all or a portion of a lease agreement with the City to effect a portion of this Chapter 100 Plan.

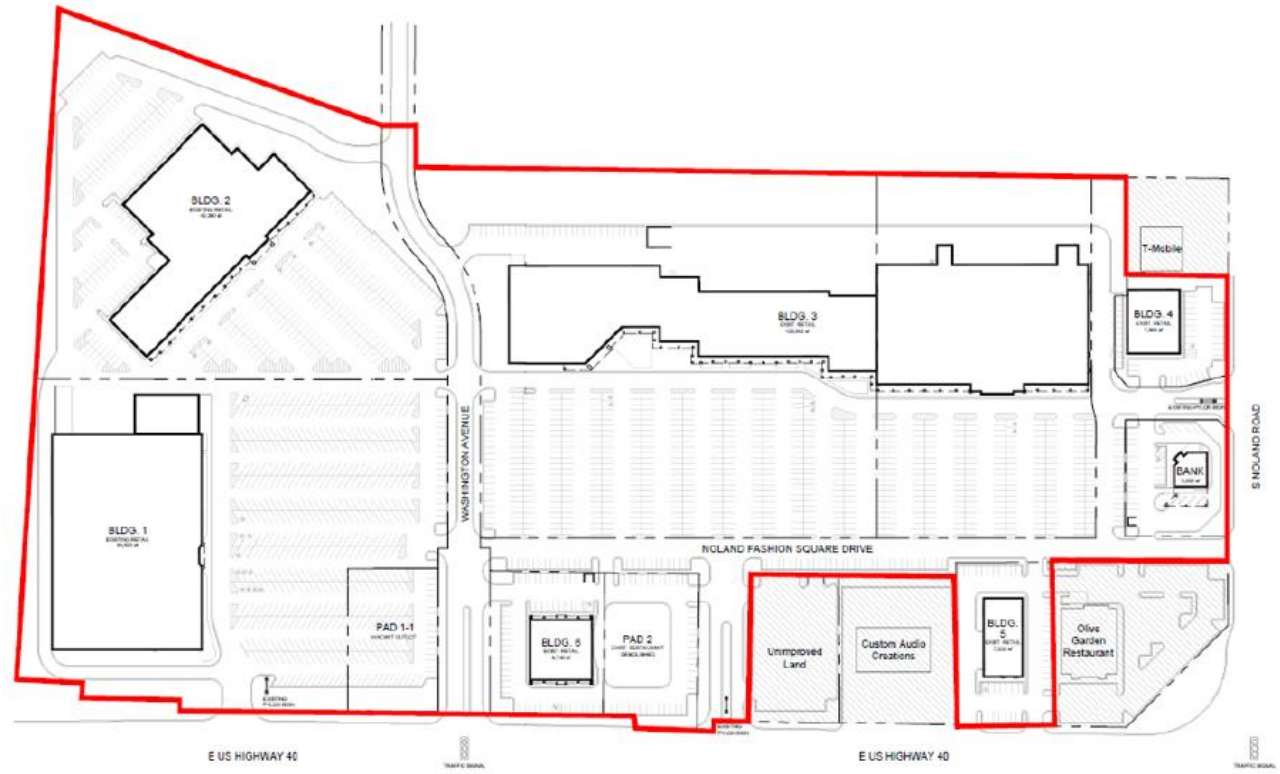
City of Independence, Missouri. The City is a constitutional home rule charter city and municipal corporation organized and existing under the laws of the State of Missouri. The City is authorized and empowered pursuant to the provisions of Chapter 100 to purchase, construct, extend and improve certain projects (as defined in Chapter 100) 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 deems advisable.

IV. REQUIREMENTS OF CHAPTER 100

Description of the Project. The Project to be financed by the Chapter 100 Bonds consists of the following project to be situated on approximately 32 acres of property to the northwest of the intersection of East U.S. Highway 40 and South Noland Road in Independence, Missouri (as currently developed, the "Site") at the existing location of the Noland Fashion Square shopping center: remodeling and/or tearing down portions of the blighted buildings located on the Site and redeveloping the Site into a remodeled and newly constructed grocery-anchored shopping center development through remodeling of a portion of the existing improvements, demolition of a portion of the existing improvements, and construction of new commercial uses such as retail, restaurants and other uses, plus public improvements.

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Map of Site
(boundaries are approximate)



Estimate of the Costs of the Project. The Project to be financed by the Chapter 100 Bonds is estimated to cost approximately $75,000,000. Investments in the Project are planned to be made in the years 2026 through 2033, and are assumed to be made in such years for purposes of the attached Cost Benefit Analysis. However, actual Project implementation may change the calendar years in which the investments are made.

Source of Funds to be Expended for the Project. The sources of funds to be expended for the Project will be the proceeds of the Chapter 100 Bonds in an aggregate principal amount not to exceed $75,000,000, to be issued by the City. The Chapter 100 Bonds will be sold to the Developer or benefited companies (each a "Bond Purchaser"). The Chapter 100 Bonds will be payable solely from the revenues derived by the City from the lease or other disposition of the Project. The Chapter 100 Bonds will not be an indebtedness or general obligation, debt or liability of the City or the State of Missouri.

Statement of the Terms Upon Which the Project is to be Leased or Otherwise Disposed of by the City. The City will hold fee or leasehold title to such portions of the Site as are at any time subject to a bond issuance. The City will lease the Project to the Bond Purchasers (referred to as "Tenants" for purposes of leasing such property from the City) for lease payments equal to the principal and interest payments on the allocable portion of the Bonds held by such Tenants as Bond Purchasers. Under the terms of the lease agreements the Tenants will have the option to purchase the portion of the Projects financed by Bonds purchased by them at any time and will have the obligation to purchase such portion of the Projects at the termination of their lease.

Leases entered into for the Project will be short term, the term of which will be tied to the construction period anticipated for the applicable portion of the Project being financed. Upon completion of the improvements described under such leases, the leases will be terminated and the applicable portion

of the Project will be returned to the tax rolls and be subject to the TIF Plan, if not already subject to tax under a lease/leaseback structure.

Affected Taxing Districts. The Independence School District and Raytown School District are the school districts, Jackson County, Missouri is the county, the City is the city, and the Junior College District of Metropolitan Kansas City, Missouri is the community college district affected by the Project. There is no fire or ambulance district affected by the Project. The Cost-Benefit Analysis attached hereto for the Project identifies all other taxing districts affected by the Project.

Assessed Valuation. The most recent equalized assessed valuation of the Site with existing improvements is $4,792,374, which, after demolition of certain improvements, is expected to result in a an assessed valuation of $2,114,720. The estimated total equalized assessed valuation of the Project Site after development of the Project is $9,669,760.

Payments in Lieu of Taxes. If fee title is taken by the City, Chapter 100 PILOTs will be due during the construction period for each component of the Site and Project then in City ownership pursuant to this Chapter 100 Plan, in an amount equal to 100% of the taxes that would be due on such portions of the Site and 50% of the taxes that would be due on such portions of the Project. The purpose of this is to provide a similar benefit as would be provided under the TIF Plan through the capture of TIF PILOTs, effectively providing the incremental property tax benefit that would otherwise be given under the TIF Plan, but in the way of tax abatement as opposed to payments under the TIF Plan (the fact that the merchants' and manufacturers' replacement tax and the blind pension tax can be abated under Chapter 100 but cannot be captured under the TIF Plan make the Chapter 100 abatement slightly more valuable). Upon completion of each component of the Project, the related portion of the Site and Project will be returned to the tax rolls and become subject to the TIF Plan. In the alternative, if leasehold title is taken by the City, the Project will remain on the tax rolls and no Chapter 100 PILOTs will be paid.

Cost-Benefit Analysis. In compliance with Section 100.050.2(3) of the Revised Statutes of Missouri, this Chapter 100 Plan has been prepared to show the costs and benefits to the City and to other taxing jurisdictions affected by the tax abatements and exemptions of the Projects. A Cost Benefit Analysis for the Project is attached hereto. The tax rates used in this Chapter 100 Plan reflect the rates in effect for the tax year 2025. The Cost-Benefit Analysis assumes that the City will take fee title to the Project Site and the Project during the construction period.

V. SALES AND USE TAX EXEMPTIONS

***Sales and Use Tax Exemption on Construction Materials*.** Building materials purchased for the construction of the Project are expected to be exempt from sales and use tax pursuant to the provisions of Section 144.062 of the Revised Statutes of Missouri and the underlying bond documents upon delivery of project exemption certificates by the City. Shown below are assumptions relating to the building materials to be purchased for the Project and the associated effects on taxing jurisdictions of the exemption from sales and use tax. Please note that any variance in these assumptions will alter the fiscal impact of the sales and use tax exemptions on the affected taxing jurisdictions.

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	Tax Rate	Estimated Sales/Use Tax Revenues Subject to Exemption
State of Missouri	4.225%	$1,374,538
Jackson County		
General	0.500	162,667
Drug Task Force	0.250	81,334
Sports Complex	0.375	122,000
Zoo District	0.125	40,667
City of Independence		
General Revenue	1.000	325,334
Capital Improvement - Police	0.125	40,667
Proposition PD - Police	0.250	81,334
Fire Protection	0.500	162,667
Streets	0.500	162,667
Parks	0.250	81,334
Storm water	0.250	81,334
Children's Services	0.250	81,334
Total	8.600%	$2,797,876

* * *

EXHIBIT A

COST BENEFIT ANALYSIS

The Cost Benefit Analysis shows the anticipated effect of the Project on the taxing jurisdictions affected by the Project. The calendar years shown in the attached Cost Benefit Analysis are for demonstrative purposes only and Project implementation may change the calendar years affected. The Cost-Benefit Analysis assumes that the City will take fee title to the Project Site and the Project during the construction period. It also assumes that each project area will be transferred out of the Chapter 100 transaction prior to December 1 in each year that incremental value is produced. If leasehold title is taken by the City, the Project will remain on the tax rolls and no Chapter 100 PILOTs will be paid.

City of Independence, Missouri
(Noland Fashion Square Redevelopment Project)

COST BENEFIT ANALYSIS
PLAN FOR INDUSTRIAL DEVELOPMENT PROJECT



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This information is provided based on the factual information and assumptions provided to Gilmore & Bell, P.C. by a party to or a representative of a party to the proposed transaction. This information is intended to provide factual information only and is provided in conjunction with our legal representation. It is not intended as financial advice or a financial recommendation to any party. Gilmore & Bell, P.C. is not a financial advisor or a "municipal advisor" as defined in the Securities Exchange Act of 1934, as amended.

Project Assumptions

- Initial year taxes assessed 2026
- Assessed value of existing base for 2026 and 2027 (Independence School District) $ 1,769,760
- Assessed value of existing base for 2026 and 2027 (Raytown School District) $ 344,960
- Assessed value of existing base for 2028 (Independence School District) $ 361,660
- Assessed value of existing base for 2028 and 2029 (Raytown School District) $ 181,920
- Assessed value of existing base for 2029 (Independence School District) $ 252,771
- Assessed value of existing base for 2030 (Independence School District) $ 8,960
- Assessed value of existing base for 2030 (Raytown School District) $ -

- Terms of abatement:

Years 2026-2033	0%	Base
	50%	Increment

Summary

Taxing Jurisdiction	Tax Rate	Taxes on Existing Base without Project	Projected Taxes without Chapter 100	Projected Chapter 100 PILOTS	Projected Abatement
Independence School District	5.2371	$ 219,424	$ 219,424	$ 219,424	$ -
Raytown School District	6.3200	66,598	66,598	66,598	-
Mid-Continent Library District	0.3119	16,355	16,355	16,355	-
Metropolitan Junior College	0.1767	9,265	9,265	9,265	-
Mental Health	0.0969	5,081	5,081	5,081	-
Jackson County	0.5556	29,133	29,133	29,133	-
City of Independence	0.6657	34,906	34,906	34,906	-
Board of Disabled Services	0.0728	3,817	3,817	3,817	-
State of Missouri	0.0300	1,573	1,573	1,573	-
Surtax	1.4370	75,350	75,350	75,350	-
		$ 461,502	$ 461,502	$ 461,502	$ -

Taxes on Existing Base without Project

Estimated Assessed Value of Existing Base (Independence School District)		$1,769,760	$1,769,760	$ 361,660	$ 252,771	$ 8,960	$ 8,960	$ 8,960	$ 8,960	
Estimated Assessed Value of Existing Base (Raytown School District)		$ 344,960	$ 344,960	$ 181,920	$ 181,920	$ -	$ -	$ -	$ -	
Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	Total
Independence School District	5.2371	$ 92,684	$ 92,684	$ 18,940	$ 13,238	$ 469	$ 469	$ 469	$ 469	$ 219,424
Raytown School District	6.3200	21,801	21,801	11,497	11,497	-	-	-	-	66,598
Mid-Continent Library District	0.3119	6,596	6,596	1,695	1,356	28	28	28	28	16,355
Metropolitan Junior College	0.1767	3,737	3,737	961	768	16	16	16	16	9,265
Mental Health	0.0969	2,049	2,049	527	421	9	9	9	9	5,081
Jackson County	0.5556	11,749	11,749	3,020	2,415	50	50	50	50	29,133
City of Independence	0.6657	14,078	14,078	3,619	2,894	60	60	60	60	34,906
Board of Disabled Services	0.0728	1,540	1,540	396	316	7	7	7	7	3,817
State of Missouri	0.0300	634	634	163	130	3	3	3	3	1,573
Surtax	1.4370	30,389	30,389	7,811	6,247	129	129	129	129	75,350
		$ 185,257	$ 185,257	$ 48,629	$ 39,283	$ 769	$ 769	$ 769	$ 769	$ 461,502

Projected Tax without Chapter 100

Estimated Assessed Value of Existing Base (Independence School District)	$ 1,769,760	$ 1,769,760	$ 361,660	$ 252,771	$ 8,960	$ 8,960	$ 8,960	$ 8,960	
Estimated Assessed Value of Increment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Estimated Assessed Value of Existing Base (Raytown School District)	$ 344,960	$ 344,960	$ 181,920	$ 181,920	$ -	$ -	$ -	$ -	
Estimated Assessed Value of Increment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	

Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	Total
Independence School District	5.2371	$ 92,684	$ 92,684	$ 18,940	$ 13,238	$ 469	$ 469	$ 469	$ 469	$219,424
Raytown School District	6.3200	21,801	21,801	11,497	11,497	-	-	-	-	66,598
Mid-Continent Library District	0.3119	6,596	6,596	1,695	1,356	28	28	28	28	16,355
Metropolitan Junior College	0.1767	3,737	3,737	961	768	16	16	16	16	9,265
Mental Health	0.0969	2,049	2,049	527	421	9	9	9	9	5,081
Jackson County	0.5556	11,749	11,749	3,020	2,415	50	50	50	50	29,133
City of Independence	0.6657	14,078	14,078	3,619	2,894	60	60	60	60	34,906
Board of Disabled Services	0.0728	1,540	1,540	396	316	7	7	7	7	3,817
State of Missouri	0.0300	634	634	163	130	3	3	3	3	1,573
Surtax	1.4370	30,389	30,389	7,811	6,247	129	129	129	129	75,350
		$ 185,257	$ 185,257	$ 48,629	$ 39,283	$ 769	$ 769	$ 769	$ 769	$461,502

Projected Chapter 100 PILOTS

Estimated Assessed Value of Existing Base (Independence School District)	$ 1,769,760	$ 1,769,760	$ 361,660	$ 252,771	$ 8,960	$ 8,960	$ 8,960	$ 8,960	
PILOT Payment	100%	100%	100%	100%	100%	100%	100%	100%	
Estimated Assessed Value of Increment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
PILOT Payment	50%	50%	50%	50%	50%	50%	50%	50%	
Estimated Assessed Value of Existing Base (Raytown School District)	$ 344,960	$ 344,960	$ 181,920	$ 181,920	$ -	$ -	$ -	$ -	
PILOT Payment	100%	100%	100%	100%	100%	100%	100%	100%	
Estimated Assessed Value of Increment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
PILOT Payment	50%	50%	50%	50%	50%	50%	50%	50%	

Taxing Jurisdiction	Tax Rate per $100	2026	2027	2028	2029	2030	2031	2032	2033	Total
Independence School District	5.2371	$ 92,684	$ 92,684	$ 18,940	$ 13,238	$ 469	$ 469	$ 469	$ 469	$ 219,424
Raytown School District	6.3200	21,801	21,801	11,497	11,497	-	-	-	-	66,598
Mid-Continent Library District	0.3119	6,596	6,596	1,695	1,356	28	28	28	28	16,355
Metropolitan Junior College	0.1767	3,737	3,737	961	768	16	16	16	16	9,265
Mental Health	0.0969	2,049	2,049	527	421	9	9	9	9	5,081
Jackson County	0.5556	11,749	11,749	3,020	2,415	50	50	50	50	29,133
City of Independence	0.6657	14,078	14,078	3,619	2,894	60	60	60	60	34,906
Board of Disabled Services	0.0728	1,540	1,540	396	316	7	7	7	7	3,817
State of Missouri	0.0300	634	634	163	130	3	3	3	3	1,573
Surtax	1.4370	30,389	30,389	7,811	6,247	129	129	129	129	75,350
		$ 185,257	$ 185,257	$ 48,629	$ 39,283	$ 769	$ 769	$ 769	$ 769	$ 461,502

Projected Abatement

Estimated Assessed Value of Existing Base (Independence School District)		$	1,769,760	$	1,769,760	$	361,660	$	252,771	$	8,960	$	8,960	$	8,960	$	8,960	$ -
Estimated Assessed Value of Increment		$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$ -
Estimated Assessed Value of Existing Base (Raytown School District)		$	344,960	$	344,960	$	181,920	$	181,920	$	-	$	-	$	-	$	-	$ -
Estimated Assessed Value of Increment		$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$ -
Taxing Jurisdiction	Tax Rate per $100		2026		2027		2028		2029		2030		2031		2032		2033	Total
Independence School District	5.2371	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$ -
Raytown School District	6.3200		-		-		-		-		-		-		-		-	-
Mid-Continent Library District	0.3119		-		-		-		-		-		-		-		-	-
Metropolitan Junior College	0.1767		-		-		-		-		-		-		-		-	-
Mental Health	0.0969		-		-		-		-		-		-		-		-	-
Jackson County	0.5556		-		-		-		-		-		-		-		-	-
City of Independence	0.6657		-		-		-		-		-		-		-		-	-
Board of Disabled Services	0.0728		-		-		-		-		-		-		-		-	-
State of Missouri	0.0300		-		-		-		-		-		-		-		-	-
Surtax	1.4370		-		-		-		-		-		-		-		-	-
		$	-	$	-	$	-	$	-	$	-	$	-	$	-	$	-	$ -

CITY OF INDEPENDENCE, MISSOURI,
the City

AND

UMB BANK, N.A.,
as Trustee

TRUST INDENTURE

Dated as of [Closing Month] 1, 2026

Relating to:

$75,000,000
(Aggregate Maximum Principal Amount)
City of Independence, Missouri
Taxable Industrial Development Revenue Bonds
(Noland Fashion Square Redevelopment Project)
Series 2026

TRUST INDENTURE

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of [Closing Month] 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 **UMB BANK, N.A.**, Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, with a corporate trust office located in Kansas City, Missouri, as Trustee (the "Trustee");

RECITALS:

1. The City is authorized and empowered pursuant to the provisions of Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the **"Act"**), to purchase, construct, extend and improve certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or businesses for manufacturing, commercial, research and development, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on _____ ___, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Noland Fashion Square Redevelopment Project), Series 2026, in the maximum principal amount of $75,000,000 (the "Bonds"), for the purpose of improving certain real property in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the construction and improvement of commercial facilities on the Project Site and certain related public improvements (the "Project Improvements," as more fully described on **Exhibit B** hereto).

3. Pursuant to a Base Lease (the "Base Lease") between the City and T-L Noland, LLC, a Delaware limited liability company (the "Company"), the Company has leased the Project Site and the Project Improvements located thereon (collectively, the "Project") to the City.

4. Pursuant to the Ordinance, the City is authorized to execute and deliver (a) this Indenture for the purpose of issuing and securing the Bonds, (b) the Lease Agreement of even date herewith (the "Lease") with the Company, under which the City, as lessor, will, or will cause the Company to, construct and improve the Project and will lease the Project to the Company, as lessee, in consideration of rentals that will be sufficient to pay the principal of and interest on the Bonds.

5. All things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid and legally binding obligations of the City, and to constitute this Indenture a valid and legally binding pledge and assignment of the Trust Estate (defined herein) herein made for the security of the payment of the principal of and interest on the Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable

consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of and interest on all of the Bonds issued and outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the City of all the covenants, agreements and conditions herein and in the Bonds contained, does hereby pledge and assign to the Trustee and its successors and assigns until this Indenture has been satisfied and discharged, the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to-wit:

(a) All right, title and interest of the City in and to the Project together with the tenements, hereditaments, appurtenances, rights, easements, privileges and immunities thereunto belonging or appertaining and, to the extent permissible, all permits, certificates, approvals and authorizations;

(b) All right, title and interest of the City in, to and under the Base Lease and the Lease, excluding the City's right to receive moneys for its own account, the City's rights to indemnification or to be protected from liabilities by insurance policies required by the Lease, and the rights of the City to provide any consent or approval under the Lease or enforce any term of the Lease relating to the condition or use of the Project, as provided therein or herein (the "Unassigned Rights"), and all rents, revenues and receipts derived by the City from the Project including, without limitation, all rentals and other amounts to be received by the City and paid by the Company under and pursuant to and subject to the provisions of the Lease; and

(c) All moneys and securities from time to time held by or now or hereafter required to be paid to the Trustee under the terms of this Indenture, and any and all other real or personal property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the City or by anyone in its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges hereby pledged and assigned or agreed or intended so to be, to the Trustee and its successors and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and subject to the conditions herein set forth, for the equal and proportionate benefit, protection and security of all Owners from time to time of the Bonds outstanding under this Indenture, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other of the Bonds except as expressly provided in or permitted by this Indenture;

PROVIDED, HOWEVER, that if the City pays, or causes to be paid, the principal of and interest on the Bonds, at the time and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, or provides for the payment thereof (as provided in **Article XIII** hereof), and pays or causes to be paid to the Trustee all other sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon such final payments this Indenture and the rights thereby granted shall cease, determine and be void; otherwise, this Indenture shall be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH, and it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the City does hereby agree and covenant with the Trustee and with the respective Owners from time to time, as follows:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined in **Section 1.1** of the Lease, which definitions shall be deemed to be incorporated herein, and terms defined elsewhere in this Indenture, the following words and terms as used in this Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Act" means, collectively, Article VI, Section 27(b) of the Missouri Constitution, as amended, and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended.

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of the Lease.

"Assigned Property" means that portion of the Project Site subject to an Assignment and Assumption Agreement, together with the portion of the Project located thereon.

"Assignment and Assumption Agreement" means an agreement executed by the Company and an assignee, and acknowledged and consented to by the City, in substantially the form attached as **Exhibit D** to the Lease.

"Authorized City Representative" means the Mayor, the City Manager, the City Clerk or such other person at the time designated to act on behalf of the City as evidenced by written certificate furnished to the Company and the Trustee containing the specimen signature of such person and signed on behalf of the City by its Mayor or City Manager. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of the Authorized City Representative.

"Authorized Company Representative" means the Person at the time designated to act on behalf of the Company as evidenced by written certificate furnished to the City and the Trustee containing the specimen signature of such Person and signed on behalf of the Company by an authorized officer of the Company. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Company Representative. The initial Authorized Company Representative with respect to a Partial Assignee shall be as set forth in the respective Assignment and Assumption Agreement.

"Base Lease" means the Base Lease dated as of [Closing Month] 1, 2026, between the Company, as lessor, and the City, 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.

"Basic Rent" means the rental described in **Section 5.1** of the Lease.

"Bond" or **"Bonds"** means the Taxable Industrial Development Revenue Bonds (Noland Fashion Square Redevelopment Project), Series 2026, in the maximum aggregate principal amount of $75,000,000, issued, authenticated and delivered under and pursuant to this Indenture.

"Bond Fund" means the "City of Independence, Missouri, Bond Fund – Noland Fashion Square Redevelopment 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 [Closing Month] 1, 2026, by and between the City and the Purchaser.

"Business Day" means any day other than a Saturday or Sunday or legal holiday or a day on which banks located in the city in which the payment office of the Trustee are required or authorized by law to remain closed.

"Certificate of Occupancy" means a temporary or permanent certificate of occupancy issued by the City to the Company or a Partial Assignee with respect to a portion of the Project.

"City" means the City of Independence, Missouri, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, and its successors and assigns.

"Closing Date" means the date identified in the Bond Purchase Agreement for the initial issuance and delivery of the Bonds.

"Closing Price" means the amount specified in writing by the Purchaser and agreed to by the City as the amount required to pay for the initial issuance of the Bonds on the Closing Date.

"Company" means T-L Noland, LLC, a Delaware limited liability company, and its successors or assigns, or each Partial Assignee to the extent of its interest in and obligation with respect to the Bond Purchase Agreement, the Base Lease, the Lease and the Bonds.

"Completion Date" means the date of execution of the certificate required pursuant to **Section 504** hereof.

"Costs of Issuance Fund" means the "City of Independence, Missouri, Costs of Issuance Fund – Noland Fashion Square Redevelopment Project" created in **Section 501** hereof.

"Cumulative Outstanding Principal Amount" means, with respect to the Bonds, an amount equal to the aggregate of all amounts paid into the Project Fund in accordance with the provisions of this Indenture, the Bond Purchase Agreement and the Lease, as reflected in the bond registration records maintained by the Trustee or in the Table of Cumulative Outstanding Principal Amount set forth in the form of Bond in **Section 402** hereof, and, with respect to any Subseries, the portion of the amount described above that is attributable to such Subseries.

"Event of Default" means, with respect to this Indenture, any Event of Default as defined in **Section 901** hereof and, with respect to the Lease, any Event of Default as described in **Section 12.1** of the Lease.

"Government Securities" means direct obligations of, or obligations the payment of principal of and interest on which are unconditionally guaranteed by, the United States of America.

"Indenture" means this Trust Indenture, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of **Article XI** hereof.

"Investment Securities" means any of the following securities:

(a) Government Securities;

(b) obligations of the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, and Farmers Home Administration;

(c) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase under this Indenture such obligations are rated in either of the two highest rating categories by a nationally-recognized bond rating agency;

(d) certificates of deposit, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of any state of the United States of America or any national banking association (including the Trustee or any of its affiliates), provided that such certificates of deposit shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit and shall be deposited with the Trustee or a custodian bank, trust company or national banking association. The bank, trust company or national banking association holding each such certificate of deposit required to be so secured shall furnish the Trustee written evidence that the aggregate market value of all such obligations securing each such certificate of deposit will at all times be an amount at least equal to the principal amount of each such certificate of deposit and the Trustee shall be entitled to rely on each such undertaking;

(e) shares of a fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended, having assets of at least $100,000,000, and which shares, at the time of purchase, are rated by S&P and Moody's in one of the two highest rating categories (without regard to any refinements or gradation of rating category by numerical modifier or otherwise) assigned by such rating agencies for obligations of that nature; or

(f) any other investment approved in writing by the Authorized City Representative and the Owners of all of the Outstanding Bonds.

"Lease" means the Lease Agreement dated as of [Closing Month] 1, 2026, between the City, as lessor, and the Company, as lessee, as from time to time amended and supplemented by Supplemental Leases in accordance with the provisions thereof and of **Article XII** of this Indenture.

"Lender" has the meaning set forth in the Lease.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, "Moody's" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except:

(a) Bonds subsequently cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1302** hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture.

"Owner" or **"Bondowner"** means the registered owner of any Bond, including any Subseries, as recorded on the bond registration records maintained by the Trustee.

"Partial Assignee" means any assignee of rights under a partial assignment pursuant to an Assignment and Assumption Agreement.

"Partial Assignment" means the assignment of all rights of the Company under the Base Lease, the Lease and the Bond Purchase Agreement to, and the assumption of all obligations of the Company under the Base Lease, the Lease and the Bond Purchase Agreement by, a Partial Assignee, with respect to a defined portion of the Project Site and a defined portion of the total authorized principal amount of the Bonds, as set forth in an Assignment and Assumption Agreement.

"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" or **"person"** means an individual, partnership, corporation, business trust, joint stock company, limited liability company, bank, insurance company, unincorporated association, joint venture or other entity of whatever nature.

"Project" means the Project Site and the Project Improvements located thereon, as they may at any time exist; provided that, with respect to any Subseries, references to "Project" shall mean the applicable Assigned Property.

"Project Costs" means all costs of construction and improvement of the Project Improvements, including the following:

(a) all costs and expenses necessary or incident to the construction and improvement of the Project Improvements located on the Project Site;

(b) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and items necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of professionals and consultants in relation to the construction and improvement of the Project or the issuance of the Bonds;

(c) all costs and expenses of every nature incurred in constructing and improving the Project Improvements and otherwise improving the Project Site, including the actual cost of labor

and materials as payable to contractors, builders and materialmen in connection with the construction and improvement of the Project;

(d) reasonable expenses of administration, supervision and inspection properly chargeable to the Project, legal fees and expenses, fees and expenses of accountants and other consultants, publication and printing expenses, and initial fees and expenses of the Trustee to the extent that said fees and expenses are necessary or incident to the issuance and sale of the Bonds or the construction and improvement of the Project;

(e) all other items of expense not elsewhere specified in this definition as may be necessary or incident to: (1) the authorization, issuance and sale of the Bonds, including costs of issuance of the Bonds; (2) the construction and improvement of the Project; and (3) the financing thereof; and

(f) reimbursement to the Company or those acting for it for any of the above enumerated costs and expenses incurred and paid by them before or after the execution of the Lease.

"Project Fund" means the "City of Independence, Missouri, Project Fund – Noland Fashion Square Redevelopment Project" created in **Section 501** hereof.

"Project Improvements" means the buildings, structures, improvements and fixtures to be purchased, constructed, installed and otherwise improved on the Project Site pursuant to **Article IV** of the Lease and paid for in whole or in part from the proceeds of Bonds, as described in **Exhibit B** attached hereto, and all additions, alterations, modifications and improvements thereof made pursuant to the Lease; provided that, with respect to any Subseries, references to "Project Improvements" shall mean such portion of the Project Improvements as is located on the applicable Assigned Property.

"Project Site" means all of the real estate as described in **Exhibit A** attached hereto and by this reference made a part hereof.

"Purchaser" means the entity identified in the Bond Purchase Agreement as the purchaser of the Bonds.

"Redevelopment Agreement" means the Redevelopment Agreement between the City and T-L Noland, LLC, relating to the Noland Fashion Square Tax Increment Financing Redevelopment Plan.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC, its successors and assigns, and if such company is dissolved or liquidated or no longer performs the functions of a securities rating agency, "S&P" will be deemed to refer to any other nationally recognized securities rating agency designated by the Authorized Company Representative.

"State" means the State of Missouri.

"Subseries" means (1) any subseries of the Bonds issued to a Partial Assignee in accordance with this Indenture, and (2) the Bonds retained by the original Company after any subseries is issued to a Partial Assignee.

"Subaccount" or **"Subaccounts"** means the subaccount of the Project Fund and the subaccount of the Bond Fund established with respect to a Subseries.

"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 Base Lease or the Lease entered into pursuant to **Article XII** hereof.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"Trustee" means UMB Bank, N.A., Kansas City, Missouri, a national banking association duly organized and existing and authorized to accept and execute trusts of the character herein set forth under the laws of the United States of America, and its successor or successors and any other corporation which at the time may be substituted in its place pursuant to and at the time serving as Trustee under this Indenture.

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.

(f) If any portion of the Project Site has been assigned pursuant to an Assignment and Assumption Agreement, the provisions of this Indenture shall apply individually with respect to each Assigned Property, Subseries, Partial Assignee and related Subaccounts. Each "Event of Default" or "default" hereunder and all remedies relating thereto shall be individual to the particular Assigned Property, Subseries, Partial Assignee and related Subaccounts and shall not create an "Event of Default" or "default" or trigger remedies hereunder with respect to any other Assigned Property, Subseries, Partial Assignee or related Subaccounts. If any portion of the Project Site has become Assigned Property, application of this Indenture to the remainder of the Project Site and the Subseries and Subaccounts with respect to which the original Company maintains rights and obligations shall occur separately from the Assigned Property and the Subseries and Subaccounts relating to the Assigned Property.

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 (Noland Fashion Square Redevelopment Project), Series 2026," with such appropriate subseries designations as may become necessary in accordance with this Indenture. The maximum total principal amount of Bonds that may be issued hereunder is hereby expressly limited to $75,000,000.

Section 202. Nature of Obligation. The Bonds and the interest thereon shall be special obligations of the City payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease, and not from any other fund or source of the City. The Bonds are secured by a pledge and assignment of the Trust Estate to the Trustee in favor of the Owners, as provided in this Indenture. The Bonds and the interest thereon shall not constitute general obligations of the City, the State or any political subdivision thereof, and neither the City, the State or related political subdivision thereof shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation.

Section 203. Denomination, Number and Dating of the Bonds.

(a) The Bonds shall be issuable initially in the form of one fully-registered Bond, in substantially the form set forth in **Exhibit C** hereto, in the denomination of $0.01 or any multiple thereof.

(b) The Bonds shall be dated by the Trustee as of the date of initial delivery thereof as provided herein. If the Bonds are at any time thereafter transferred, any replacement Bonds shall be dated as of the date of authentication thereof.

Section 204. Method and Place of Payment of Bonds.

(a) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for payment of public and private debts.

(b) Payment of the principal of the Bonds shall be made upon the presentation and surrender of such Bonds at the payment office of any Paying Agent named in the Bonds. The payment of principal on the Bonds shall be noted on the Bonds on **Schedule I** thereto and the registration books maintained by the Trustee pursuant to **Section 206** hereof. Payment of the interest on the Bonds shall be made by the Trustee on each Payment Date to the Person appearing on the registration books of the Trustee hereinafter provided for as the Owner thereof on the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date by check or draft mailed to such Owner at such Owner's address as it appears on such registration books.

(c) The Bonds and the original **Schedule I** thereto shall be held by the Trustee in trust, unless otherwise directed in writing by the Owner. If the Bonds are held by the Trustee, the Trustee shall, on each Payment Date, send a revised copy of **Schedule I** via facsimile or other electronic means to the Owner, the Company (if not the Owner) and the City. Absent manifest error, the amounts shown on **Schedule I** as noted by the Trustee shall be conclusive evidence of the principal amount paid on the Bonds.

(d) If there is one Owner of the Bonds (or any Subseries), the Trustee is authorized to make the final or any interim payments of principal on such Bonds or Subseries 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 or Subseries by internal bank transfer or by electronic transfer to an account at a commercial bank or savings institution designated by such Owner and located in the continental United States.

(e) If the Company is the sole Owner of the Bonds, then the Company may set-off its obligation to the City as lessee under the Lease against the City's obligations to the Company as the bondholder under this Indenture. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. On the final Payment Date, the Company may deliver to the Trustee for cancellation the Bonds and the Company shall receive a credit against the Basic Rent payable by the Company under **Section 5.1** of the Lease in an amount equal to the remaining principal on the Bond so tendered for cancellation plus accrued interest thereon. This subsection shall also apply with respect to the Company or any Partial Assignee that is the sole Owner of any Subseries.

Section 205. Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the City by the manual or facsimile signature of its Mayor or City Manager and attested by the manual or facsimile signature of the City Clerk, and shall have the corporate seal of the City affixed thereto or imprinted thereon. If any officer whose signature or facsimile thereof appears on the Bonds ceases to be such officer before the delivery of such Bond, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit C** hereof, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purposes until such Certificate of Authentication has been duly executed by the Trustee. The executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any authorized signatory of the Trustee.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The Trustee shall keep books for the registration and for the transfer of Bonds as provided in this Indenture.

(b) The Bonds may be transferred only upon the books kept for the registration and transfer of Bonds upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Owner or such Owner's attorney or legal representative in such form as shall be satisfactory to the Trustee. In connection with any such transfer of the Bonds, the City and the Trustee shall receive an executed representation letter signed by the proposed assignee in substantially the form of **Exhibit D** hereto. Upon any such transfer, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new fully registered Bond or Bonds, registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an aggregate principal

amount equal to the outstanding principal amount of such Bond, of the same maturity and bearing interest at the same rate.

(c) In all cases in which Bonds are exchanged or transferred hereunder the provisions of any legend restrictions on the Bonds shall be complied with and the City shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be cancelled by the Trustee. The City or the Trustee may make a reasonable charge for every such exchange or transfer of Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and such charge shall be paid before any such new Bond shall be delivered. Neither the City nor the Trustee shall be required to make any such exchange or transfer of Bonds during the 15 days immediately preceding a Payment Date on the Bonds or, in the case of any proposed redemption of Bonds, during the 15 days immediately preceding the selection of Bonds for such redemption or after such Bonds or any portion thereof has been selected for redemption.

(d) If any Owner fails to provide a certified taxpayer identification number to the Trustee, the Trustee may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure, which amount may be deducted by the Trustee from amounts otherwise payable to such Owner under such Owner's Bond.

(e) Upon deposit with the Trustee of a fully executed Assignment and Assumption Agreement, surrender to the Trustee of the Bonds held by the then-current Owner, and the deposit with the Trustee of the representation letter required by subsection (b), above, the City shall execute and the Trustee shall authenticate and deliver in exchange for such Bonds (1) a new fully registered Subseries, registered in the name of the Partial Assignee designated in the Assignment and Assumption Agreement, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the principal amount of such Bonds to be transferred to the Partial Assignee as stated in the Assignment and Assumption Agreement, of the same maturity and bearing interest at the same rate, and designated as "Subseries [B], [C] or [D]" or as is otherwise sequentially appropriate, and (2) a new fully registered Subseries, registered in the name of the original Company, of any denomination or denominations authorized by this Indenture, in an aggregate principal amount equal to the maximum total principal amount of Bonds allowed under **Section 201** of this Indenture, less the maximum principal amount of all Subseries that have been issued on or before such date, of the same maturity and bearing interest at the same rate, and designated as "Subseries A."

(f) Once a Subseries is issued, it may be transferred as described in this Indenture and the Lease but shall not be further divided into additional Subseries.

Section 207. Persons Deemed Owners of Bonds. As to any Bond (or Subseries), 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 $75,000,000 for the purpose of providing funds to pay the costs of the Project and the costs of issuing the Bonds, which

Bonds shall be designated "City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Noland Fashion Square Redevelopment Project), Series 2026." The Bonds shall be dated as provided in **Section 203(b)** hereof, shall become due on **December 1, 2033** (subject to prior redemption as provided in **Article III** hereof) and shall bear interest as specified in **Section 208(f)** hereof, payable on the dates specified in **Section 208(f)** hereof.

(b) The Trustee is hereby designated as the Paying Agent. The Owners of a majority of Bonds then Outstanding may designate a different Paying Agent upon written notice to the City and the Trustee.

(c) The Bonds shall be executed without material variance from the form and in the manner set forth in **Exhibit C** hereto and delivered to the Trustee for authentication. Prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee, there shall be filed with the Trustee electronic copies of the following:

(1) The ordinance passed by the City Council authorizing the issuance of the Bonds and the execution of this Indenture, the Base Lease, the Lease, and the Bond Purchase Agreement;

(2) Executed counterparts of this Indenture, the Base Lease, the Lease, and the Bond Purchase Agreement;

(3) A representation letter from the Purchaser in substantially the form attached as **Exhibit D** hereto (with such changes as may be agreed to by the City);

(4) A request and authorization to the Trustee on behalf of the City, executed by the Authorized City Representative, to authenticate the Bonds and deliver the same to or at the direction of the Purchaser upon payment to the Trustee, for the account of the City, of the purchase price thereof specified in the Bond Purchase Agreement. The Trustee shall be entitled to conclusively rely upon such request and authorization as to names of the purchaser and the amount of such purchase price;

(5) An opinion of counsel nationally recognized on the subject of municipal bonds to the effect that the Bonds are in proper form and have been duly authorized in accordance with the Constitution and statutes of the State of Missouri, including the Act, and constitute valid and legally binding special obligations of the City; and

(6) Such other certificates, statements, receipts, opinions and documents as the Trustee shall reasonably require for the delivery of the Bonds.

(d) When the documents specified in subsection (c) of this Section have been filed with the Trustee, and when the Bonds have been executed and authenticated as required by this Indenture, the Purchaser shall pay the Closing Price to the Trustee, and the Trustee shall endorse the Bonds in an amount equal to the Closing Price and then either hold the Bonds in trust or if so directed in writing deliver the Bonds to or upon the order of the Purchaser.

(e) Following the initial issuance and delivery of the Bonds, the Company (or any Partial Assignee) may submit additional requisition certificates in accordance with **Section 4.4** of the Lease, and the Trustee shall, based solely on the amount set forth in the requisition, endorse the Bonds (or applicable Subseries) 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 (or applicable Subseries) shall be the date of receipt of each requisition certificate

by the Trustee. The Trustee shall keep a record of the total requisitions submitted, and shall notify the City if the requisitions submitted exceed the maximum Cumulative Outstanding Principal Amount of the Bonds permitted hereunder or if the requisitions for any Subseries exceed the maximum Cumulative Outstanding Principal Amount of such Subseries.

(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 $75,000,000 and further provided that the Bonds shall be paid in full no later than **December 1, 2033**. 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," including separate entries for each Subseries. 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 or applicable Subseries as "Principal Amount Redeemed," and shall enter the then Outstanding principal amount of the Bonds (including each applicable Subseries) as "Cumulative Outstanding Principal Amount." The records maintained by the Trustee as to amounts deposited into the Project Fund or principal amounts paid on the Bonds shall be the official records of the Cumulative Outstanding Principal Amount for all purposes, absent manifest error, and shall be in substantially the form of the Table of Cumulative Outstanding Principal Amount as set out in the form of Bonds in **Exhibit C** hereto. If any moneys are deposited by the Trustee into the Project Fund, then the Trustee shall provide a statement of receipts and disbursements with respect thereto to the City and the Company on a monthly basis. After the 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 Company.

Section 209. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated, or is lost, stolen or destroyed, the City shall execute and the Trustee shall authenticate and deliver a new Bond of like series, date and tenor as the Bond mutilated lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to the Trustee to save each of the City and the Trustee harmless. If any such Bond has matured, instead of delivering a substitute Bond, the Trustee may pay the same without surrender thereof. Upon the issuance of any substitute Bond, the City and the Trustee may require the payment of an amount sufficient to reimburse the City and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 210. Cancellation and Destruction of Bonds Upon Payment.

(a) All Bonds which have been paid or redeemed or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity shall be cancelled by the Trustee immediately upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee.

(b) All Bonds cancelled under any of the provisions of this Indenture shall be destroyed by the Trustee. The Trustee shall execute a certificate describing the Bonds so destroyed, and shall file executed counterparts of such certificate with the City and the Company.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) The Bonds or any Subseries thereof are subject to redemption and payment at any time before the stated maturity thereof, at the option of the City, upon written instructions from the Company or applicable Partial Assignee, (1) in whole, if the Company or applicable Partial Assignee exercises its option to purchase the Project and deposits an amount sufficient to effect such purchase pursuant to the Lease on the applicable redemption date, or (2) in part, if the Company or applicable Partial Assignee prepays additional Basic Rent pursuant to the Lease. If only a portion of the Bonds or Subseries thereof are to be redeemed, (1) Bonds aggregating at least 10% of the maximum aggregate principal amount of the Bonds or applicable Subseries thereof authorized hereunder shall not be subject to redemption and payment before the stated maturity thereof, and (2) the Trustee shall keep a record of the amount of Bonds and applicable Subseries to remain Outstanding following such redemption. Any redemption of Bonds pursuant to this paragraph shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date.

(b) The Bonds and each Subseries are subject to mandatory redemption as follows:

(1) the Bonds are (or if any Subseries have been issued, each Subseries is) subject to mandatory redemption, in whole or in part, to the extent of amounts deposited in the Bond Fund, or Subaccount of the Bond Fund, as applicable, pursuant to **Sections 9.1** or **9.2** of the Lease, in the event of substantial damage to or destruction or condemnation of substantially all of the Project (or Assigned Property, as applicable), such Bonds to be redeemed 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, and

(2) the Bonds are (or if any Subseries have been issued, each Subseries is) subject to mandatory redemption, in whole, on the date that is 60 days (or the next Business Day if such date is not a business day) after the issuance of a Certificate of Occupancy by the City for the Project (or such portion as is located on the Assigned Property relating to such Subseries); provided that if a Certificate of Occupancy is issued in October or November of a given year, the mandatory redemption date shall be December 1 of such year. The City shall give notice of such mandatory redemption date to the Trustee not less than 30 days prior to the redemption date.

Any redemption of Bonds pursuant to this subsection (b) shall be at a redemption price equal to the par value thereof being redeemed, plus accrued interest thereon, without premium or penalty, to the redemption date. Before giving notice of redemption to the Owners pursuant to subsection (b)(1), above, money in an amount equal to the redemption price shall have been deposited in the Bond Fund.

(c) In connection with a redemption under paragraphs (a) or (b) of this Section, at its option, the Company may deliver to the Trustee for cancellation any Bonds owned by the Company and not previously paid, and the Company shall receive a credit against the amounts payable by the Company for the redemption of such Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest.

Section 302. Effect of Call for Redemption. Before or on the date fixed for redemption, funds, Government Securities, or a combination thereof, shall be placed with the Trustee which are sufficient to pay the Bonds called for redemption and accrued interest thereon, if any, to the redemption date. Upon the happening of the above conditions and appropriate written notice having been given, the Bonds or the portions of the principal amount of Bonds thus called for redemption shall cease to bear interest on the specified redemption date, and shall no longer be entitled to the protection, benefit or security of this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture. If the Bonds or any Subseries are fully redeemed before maturity and an amount of money equal to the Trustee's and the Paying Agent's agreed to fees and expenses hereunder accrued and to accrue in connection with such redemption is paid or provided for, the City shall, at the Company's (or applicable Partial Assignee's) direction, deliver to the Company or applicable Partial Assignee the items described in **Section 11.2** of the Lease.

Section 303. Notice of Redemption. If the Bonds, or any Subseries, are to be called for redemption as provided in **Section 301(a)** hereof, the Company (or Partial Assignee) shall deliver written notice to the City and the Trustee that it has elected to direct the City to redeem all or a portion of the Bonds at least 40 days (10 days if the Company is the Owner) prior to the scheduled redemption date. The Trustee shall then deliver written notice to the Owners at least 30 days (five days if the Company is the Owner) prior to the scheduled redemption date by facsimile and by first-class mail stating the date upon which the Bonds will be redeemed and paid, unless such notice period is waived by the Owners in writing. Notice with respect any Subseries shall be given by the Company or Partial Assignee, as applicable.

ARTICLE IV

FORM OF BONDS

Section 401. Form Generally. The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be issued in substantially the forms set forth in **Exhibit C** hereto. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirements of law with respect thereto.

ARTICLE V

CUSTODY AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the City:

(a) "City of Independence, Missouri, Project Fund – Noland Fashion Square Redevelopment Project" (herein called the "Project Fund");

(b) "City of Independence, Missouri, Costs of Issuance Fund – Noland Fashion Square Redevelopment Project" (herein called the "Costs of Issuance Fund"); and

(c) "City of Independence, Missouri, Bond Fund – Noland Fashion Square Redevelopment Project" (herein called the "Bond Fund").

In connection with the delivery of any Subseries under **Section 206(e)** of this Indenture, the Trustee shall create Subaccounts in the Project Fund and the Bond Fund with the same Subseries letter designation as is given to the Subseries of Bonds. Deposits, disbursements, transfers and payments relating to each Subseries shall be accounted for within the Subaccounts relating to such Subseries. Amounts in a Subaccount shall not be applied with respect to any Subseries other than the Subseries for which such Subaccount was created.

Section 502. Deposits into the Project Fund. The proceeds of the sale of the Bonds (whether actually paid or deemed paid under **Section 208** hereof), including Additional Payments provided for in the Bond Purchase Agreement, when received, excluding such amounts required to be paid into the Bond Fund pursuant to **Section 601** hereof, shall be deposited by the Trustee into the Project Fund. Any money received by the Trustee from any other source for the purpose of purchasing, constructing and improving the Project shall pursuant to any directions from the Person depositing such moneys also be deposited into the Project Fund.

Section 503. Disbursements from the Project Fund.

(a) The moneys in the Project Fund shall be disbursed by the Trustee for the payment of, or reimbursement to the Company (or any other party that has made payment on behalf of the Company) for payment of, Project Costs upon receipt of requisition certificates signed by the Company (or Partial Assignee, as applicable) in accordance with the provisions of **Article IV** of the Lease. The Trustee hereby covenants and agrees to disburse such moneys in accordance with such provisions.

(b) If, pursuant to **Section 208** hereof, the Trustee is deemed to have deposited into the Project Fund the amount specified in the requisition certificates submitted by the Company (or Partial Assignee, as applicable) in accordance with the provisions of **Article IV** of the Lease, the Trustee shall upon endorsement of the Bonds in an equal amount be deemed to have disbursed such funds from the Project Fund to the Company (or such other purchaser designated by the Company) in satisfaction of the requisition certificate.

(c) In paying any requisition under this Section, the Trustee may rely as to the completeness and accuracy of all statements in such requisition certificate if such requisition certificate is signed by the Authorized Company Representative. If the City so requests in writing, a copy of each requisition certificate submitted to the Trustee for payment under this Section shall be promptly provided by the Trustee

to the City. The City hereby authorizes and directs the Trustee to make disbursements in the manner and as provided for by the aforesaid provisions of the Lease.

Section 504. Completion of the Project. The completion of the construction and improvement of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the certificate required by the provisions of **Section 4.5** of the Lease. As soon as practicable after the Completion Date any balance remaining in the Project Fund shall without further authorization be transferred by the Trustee to the Bond Fund and applied as provided in **Section 4.6** of the Lease.

Section 505. Deposits into and Disbursements from the Costs of Issuance Fund. Money deposited by the Company in the Costs of Issuance Fund shall be used solely to pay costs of issuing the Bonds or refunded to the Company as hereinafter provided. The Trustee shall without further authorization disburse from the Costs of Issuance Fund, to the extent available, money sufficient to pay the amounts shown in a closing memorandum provided to the Trustee on or before the date of delivery of the Bonds, in accordance with the invoices attached thereto. The Trustee may rely conclusively on the amounts due as shown in the closing memorandum and will not be required to make any independent inspection or investigation in connection therewith. Any of such money not used to pay costs of issuance by the date that is six months after the Closing Date shall be refunded to the Company.

Section 506. Disposition Upon Acceleration. If the principal of the Bonds has become due and payable pursuant to **Section 902** hereof, upon the date of payment by the Trustee of any moneys due as provided in **Article IX** hereof, any balance remaining in the Project Fund shall without further authorization be deposited in the Bond Fund by the Trustee, with advice to the City and to the Company of such action.

ARTICLE VI

REVENUES AND FUNDS

Section 601. Deposits Into the Bond Fund.

(a) The Trustee shall deposit into the Bond Fund, as and when received, (a) all Basic Rent payable by the Company to the City specified in **Section 5.1** of the Lease; (b) any Additional Rent payable by the Company specified in **Section 5.2** of the Lease; (c) any amount in the Project Fund to be transferred to the Bond Fund pursuant to **Section 504** hereof upon completion of the Project or pursuant to **Section 506** hereof upon acceleration of the Bonds; (d) the balance of any Net Proceeds (as defined in the Lease) of condemnation awards or insurance received by the Trustee pursuant to **Article IX** of the Lease; (e) the amounts to be deposited in the Bond Fund pursuant to **Sections 9.1** and **9.2** of the Lease; (f) all interest and other income derived from investments of Bond Fund moneys as provided in **Section 702** hereof; and (g) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) If the Bonds have more than one Owner, the Trustee shall notify the Company or applicable Partial Assignee in writing, at least 15 days before each date on which a payment is due under **Section 5.1** of the Lease, of the amount that is payable by such party pursuant to such Section.

Section 602. Application of Moneys in the Bond Fund.

(a) Except as provided in **Section 604** and **Section 908** hereof or in **Section 4.6(a)** of the Lease, moneys in the Bond Fund shall be expended solely for the payment of the principal of and the interest on the Bonds as the same mature and become due or upon the redemption thereof before maturity; provided, however, that any amounts received by the Trustee as Additional Rent under **Section 5.2** of the Lease and deposited to the Bond Fund as provided in **Section 601** above, shall be expended by the Trustee for such items of Additional Rent as they are received or due without further authorization from the City.

(b) The City hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay the principal of and the interest on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Paying Agent for the purpose of paying said principal and interest.

(c) Whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds Outstanding and to pay interest to accrue thereon before such redemption, the City covenants and agrees, upon request of the Company, to take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Company. The Trustee may use any moneys in the Bond Fund to redeem a part of the Bonds Outstanding in accordance with and to the extent permitted by **Article III** hereof so long as the Company is not in default with respect to any payments under the Lease and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest, if any, in all cases when such Bonds have not been presented for payment. This subsection shall apply individually with respect to each Subseries.

(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 Company or Partial Assignee, as applicable, upon the expiration or sooner termination of the Lease.

Section 603. Payments Due on Days Other than Business Days. In any case where the date of maturity of principal of or interest, if any, on the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal or interest, if any, need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest, if any, shall continue to accrue for the period after such date.

Section 604. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall without liability for interest thereon repay to the Company or Partial Assignee, as applicable, the funds theretofore held by it for payment of

such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Company or Partial Assignee, as applicable, and the Owner thereof shall be entitled to look only to the Company or Partial Assignee, as applicable, for payment, and then only to the extent of the amount so repaid, and the Company or Partial Assignee, as applicable, shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 605. Repayment from the Bond Fund. After payment in full of the principal of and interest on the Bonds (or provision has been made for the payment thereof as provided in this Indenture), and the reasonable fees, charges and expenses of the Trustee and the City and any other amounts required to be paid under this Indenture and the Lease, all amounts remaining in the Bond Fund shall be paid to the Company or Partial Assignee, as applicable, upon the expiration or sooner termination of the Lease.

ARTICLE VII

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Bond Fund or the Project Fund under any provision of this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture, shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Lease, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien hereof. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 702. Investment of Moneys in Project Fund and Bond Fund. Moneys held in the Project Fund and the Bond Fund shall, pursuant to written direction of the Company, or Partial Assignee, as applicable, signed by the Authorized Company Representative, be separately invested and reinvested by the Trustee in Investment Securities which mature or are subject to redemption by the Owner before the date such funds will be needed. For the avoidance of doubt, after any partial assignment hereunder, any Partial Assignee shall only be entitled to provide investment direction to the Trustee with respect to amounts held in the subaccounts of the Project Fund and Bond Fund for the Subseries owned by such Partial Assignee. If the Company, or Partial Assignee, as applicable, fails to provide written directions concerning investment of moneys held in the Project Fund and the Bond Fund, the Trustee shall invest and re-invest in a money market fund that constitutes an Investment Security 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 or subaccount 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 or subaccount, and any loss resulting from such Investment Securities shall be charged to such fund or subaccount. 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 (provided that an Event of Default with respect to a particular Subseries shall require the Trustee to direct investments only in subaccounts related to such Subseries). The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities whenever the cash balance in any Fund is insufficient for the purposes of such Fund. In determining the balance in any Fund, investments in such

Fund shall be valued at the lower of their original cost or their fair market value as of the most recent Payment Date. The Trustee may make any and all investments permitted by the provisions of this Section through its own bond department or any affiliate or short-term investment department.

Section 703. Record Keeping. The Trustee shall maintain records designed to show compliance with the provisions of this Article and with the provisions of **Article VI** hereof for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VIII

GENERAL COVENANTS AND PROVISIONS

Section 801. Payment of Principal and Interest. The City covenants and agrees that it will, but solely from the rents, revenues and receipts derived from the Project and the Lease as described herein, deposit or cause to be deposited in the Bond Fund sufficient sums payable under the Lease promptly to meet and pay the principal of and the interest on the Bonds as they become due and payable at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. Nothing herein shall be construed as requiring the City to operate the Project as a business other than as lessor or to use any funds or revenues from any source other than funds and revenues derived from the Project.

Section 802. Authority to Execute Indenture and Issue Bonds. The City covenants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; that the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 803. Performance of Covenants. The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings of its governing body pertaining thereto. The Trustee may take such action as it deems appropriate to enforce all such covenants, undertakings, stipulations and provisions of the City hereunder.

Section 804. Instruments of Further Assurance. The City covenants that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better pledging and assigning unto the Trustee the property and revenues herein described to the payment of the principal of and interest, if any, on the Bonds. The City covenants and agrees that, except as herein and in the Base Lease and Lease provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the rents, revenues and receipts derived therefrom or from the Base Lease or the Lease, or of its rights under the Base Lease or the Lease.

Section 805. Recordings and Filings. The City shall file or cause to be filed all initial 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 fully 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 Company 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 Base Lease, the Lease and all Supplemental Leases and all other security instruments to be recorded and filed in such manner and in such places as may be required by law in order to fully preserve and protect the security of the Owners and the rights of the Trustee hereunder.

Section 806. Inspection of Project Books. The City covenants and agrees that all books and documents in its possession relating to the Project and the rents, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 807. Enforcement of Rights Under the Leases. The City covenants and agrees that it will enforce all of its rights and all of the obligations of the Company (at the expense of the Company) under the Base Lease and the Lease to the extent necessary to preserve the Project in good repair and reasonably safe operating condition, and to protect the rights of the Trustee and the Owners hereunder with respect to the pledge and assignment of the rents, revenues and receipts coming due under the Lease; provided that, the City and the Trustee, as its assignee, shall refrain from enforcing any such right or obligation (except for the Unassigned Rights or any rights of the City or the Trustee to receive payments owing to either of them for their own account under the Indenture, the Base Lease, the Lease or any other agreement related to the Bonds or for their rights of indemnification or to be protected from liabilities by insurance policies required by the Lease) if so directed in writing by the Owners of 100% of the Outstanding Bonds. The City agrees that the Trustee, as assignee of the rentals and other amounts to be received by the City and paid by the Company under the Lease, or in its name or in the name of the City, may enforce all rights of the City to receive such rentals and other amounts and all obligations of the Company to pay such rentals and other amounts under and pursuant to the Lease for and on behalf of the Owners, whether or not the City is in default hereunder.

Section 808. Subordination of Indenture to the Lease. This Indenture and the rights and privileges hereunder of the Trustee and the Owners of the Bonds are specifically made subject and subordinate to the rights and privileges of the Company (as long as no default by the Company under the Lease is continuing beyond any applicable grace period) set forth in the Lease. So long as not otherwise provided in this Indenture, the Company shall be suffered and permitted to possess, use and enjoy the Project and appurtenances so as to carry out its obligations under the Lease. Nothing contained in this Section shall be interpreted as eliminating, modifying or affecting in any manner the rights, privileges or immunities granted to the Trustee in **Article X** hereof.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default; Notice; Opportunity to Cure. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of the principal on any Bond, whether at the stated maturity or accelerated maturity thereof, or at the date fixed for redemption thereof for a period of 5 days following written notice to the City and the Company (including a Partial Assignee, if applicable) by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding;

(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 the date fixed for redemption thereof for a period of 5 days following written notice to the City and the Company (including a Partial Assignee, if applicable) by the Trustee or by the Owners of 25% in aggregate principal amount of the Bonds Outstanding;

(c) Default as specified in **Section 12.1** of the Lease has occurred, provided that, if any portion of the Project Site has become Assigned Property, such a default shall be individual to the Assigned Property (or the remainder of the Project Site with respect to which the original Company maintains rights and obligations, as applicable) and the applicable Subseries and shall not constitute an Event of Default with respect to the Bonds of another Subseries; or

(d) Default in the performance, or breach, of any other covenant or agreement under this Indenture.

This Article shall be applied in a manner consistent with the requirements of **Section 102(f)** relating to the separate application of defaults and remedies individual to particular Assigned Property, Subseries, Partial Assignees and related Subaccounts or individual to the remainder of the Project Site and the Subseries and Subaccounts with respect to the original Company.

Section 902. Acceleration of Maturity in Event of Default; Rescission. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, the Trustee may, and upon the written request of the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding, shall, by notice in writing delivered to the City and the Company (including a Partial Assignee, if applicable), declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Company (including a Partial Assignee, if applicable) and Trustee but with the written consent of the City, rescind and annul such declaration and its consequences if: (a) there is deposited with the Trustee a sum sufficient to pay: (1) all overdue installments of interest on all Bonds; (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and (3) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and (b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 910** of this Indenture.

Section 903. Surrender of Possession of Trust Estate; Rights and Duties of Trustee in Possession. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** hereof elapses, the City, upon demand of the Trustee, shall forthwith surrender the possession of, and it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Trust Estate, together with the books, papers and accounts of the City pertaining thereto, and including the rights and the position of the City under the Base Lease and the Lease, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements. The Trustee may lease the Project or any part thereof, in the name and for account of the City, and collect, receive and sequester the rents, revenues and receipts therefrom, and out of the same and

any moneys received from any receiver of any part thereof pay, and set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including without limitation (a) reasonable compensation to the Trustee, its agents and counsel, (b) any reasonable charges of the Trustee hereunder, (c) any taxes and assessments and other charges having a lien that is senior to the lien of this Indenture, (d) all expenses of such repairs and improvements and (e) any amounts payable under the Base Lease or the Lease to the City for its own account. The Trustee shall apply the remainder of the moneys so received in accordance with the provisions of **Section 908** hereof. Whenever all that is due upon the Bonds has been paid and all defaults cured, the Trustee shall surrender possession of the Trust Estate to the City, its successors or assigns, the same right of entry, however, to exist upon any subsequent Event of Default. While in possession of such property, the Trustee shall render annually to the City and the Company a summarized statement of receipts and expenditures in connection therewith.

Section 904. Appointment of Receivers in Event of Default. If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate or any part thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 905. Exercise of Remedies by the Trustee.

(a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of and interest on the Bonds then Outstanding and all other amounts due hereunder, and to enforce and compel the performance of the duties and obligations of the City or the Company as herein set forth or as set forth in the Base Lease or the Lease, respectively.

(b) If an Event of Default has occurred and is continuing after the notice and cure period described in **Section 901** elapses, and if requested to do so by (1) the City (in the case of an Event of Default pursuant to **Section 12.1(b), (c), (d), (e)** or **(f)** of the Lease), or (2) the Owners of 25% in aggregate principal amount of Bonds then Outstanding, and if indemnified as provided in subsection (l) of **Section 1001** hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient and in the interests of the City or the Owners, as the case may be.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without necessity of joining as plaintiffs or defendants any Owners, and any recovery of judgment shall, subject to the provisions of **Section 908** hereof, be for the equal benefit of all the Owners of the Outstanding Bonds.

Section 906. Limitation on Exercise of Remedies by Owners. No Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in **Section 1001(h)** hereof or of which by said subsection the Trustee is deemed to have notice, (b) such default has become an Event of Default, (c) the Owners of 25% in aggregate principal amount of Bonds then Outstanding have made written request to the Trustee, have offered it reasonable opportunity either to proceed for such reasonable period

not to exceed 60 days following such notice and to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and have offered to the Trustee indemnity as provided in **Section 1001(l)** hereof, and (d) the Trustee thereafter fails or refuses to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners shall have any right in any manner whatsoever to affect, disturb or prejudice this Indenture by their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Owner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the City to pay the principal of and interest on each of the Bonds issued hereunder to the respective Owners thereof at the time, place, from the source and in the manner herein and in the Bonds expressed.

Section 907. Right of Owners to Direct Proceedings.

(a) The Owners of a majority in aggregate principal amount of Bonds then Outstanding may, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, including **Section 1001(l)** hereof.

(b) Notwithstanding any provision in this Indenture to the contrary, including paragraph (a) of this Section, the Owners shall not have the right to control or direct any remedies hereunder upon an Event of Default under **Section 12.1(b)** or **(c)** (but only with respect to Unassigned Rights) or **(d), (e)** or **(f)** of the Lease.

Section 908. Application of Moneys in Event of Default.

(a) All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment *first* 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) and amounts to be paid pursuant to **Section 903** hereof, and *second* of any obligations outstanding under the Lease, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST -- To the payment to the Persons entitled thereto of all installments of interest, if any, then due and payable on the Bonds, in the order in which such installments of interest became due and payable, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

SECOND -- To the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due and payable (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment, ratably, according to the amount of principal due on such date, to the Persons entitled thereto without any discrimination or privilege.

(2) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest, if any, then due and unpaid on all of the Bonds, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Person entitled thereto, without any discrimination or privilege.

(3) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of **Section 910** hereof, then, subject to the provisions of subsection (2) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (1) of this Section.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available and which may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be a Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue.

(c) Whenever all of the Bonds and interest thereon, if any, have been paid under the provisions of this Section, and all fees, expenses and charges of the City and the Trustee and any other amounts required to be paid under this Indenture and the Lease have been paid, any balance remaining in the Bond Fund shall be paid as provided in **Section 602** hereof.

Section 909. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. If the Trustee has proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry, or otherwise, and such proceedings have been discontinued or abandoned for any reason, or have been determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 910. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on Bonds, and only upon the written request of the Owners of at least 50% in aggregate principal amount

of all the Bonds then Outstanding, provided, however, that (1) there shall not be waived without the consent of the City an Event of Default hereunder arising from an Event of Default under **Section 12.1(b), (c), (d) (e)** or **(f)** of the Lease, and (2) there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) any Event of Default in the payment of the principal of any Outstanding Bonds when due (whether at the date of maturity or redemption specified therein), or (b) any Event of Default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, or all arrears of payments of principal when due, as the case may be, and all reasonable expenses of the Trustee and the City (including reasonable attorneys' fees and expenses), in connection with such default, shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the City, the Company, the Trustee and the Owners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

ARTICLE X

THE TRUSTEE

Section 1001. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, but only upon and subject to the following express terms and conditions, and no implied covenants or obligations shall be read into this Indenture against the Trustee:

(a) The Trustee, before the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default has occurred and is continuing, subject to **Section 1001(l)** hereof, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent Person would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, affiliates, attorneys or receivers and shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed or chosen by it with due care. The Trustee may conclusively rely upon and act or refrain from acting upon any opinion or advice of counsel, who may be counsel to the City or to the original Company or any Partial Assignee, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel addressed to the City or the Trustee.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the Certificate of Authentication of the Trustee endorsed on the Bonds), or except as provided in the Lease and particularly **Section 10.8** thereof, for the recording or rerecording, filing or refiling of this Indenture or any security agreement in connection therewith (excluding the continuation of Uniform Commercial Code financing statements), or for insuring the Project or collecting any insurance moneys, or for the validity of the execution by the City of this Indenture

or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency of the security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Article VII** hereof.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated and delivered hereunder. The Trustee, in its individual or any other capacity, may become the Owner or pledgee of Bonds with the same rights that it would have if it were not Trustee. The Trustee shall not be accountable for the use or application by the City or the Company (including Partial Assginees) of the proceeds of any of the Bonds or of any money paid to or upon the order of the City or Company (including Partial Assignees) under any provision of this Indenture.

(e) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, affidavit, letter, telegram or other paper or document provided for under this Indenture believed by it to be genuine and correct and to have been signed, presented or sent by the proper Person or Persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any Person who, at the time of making such request or giving such authority or consent is an Owner, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or upon transfer or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established before taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed by the Authorized City Representative or an Authorized Company Representative as sufficient evidence of the facts therein contained, and before the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section or of which by said subsection it is deemed to have notice, the Trustee shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any such certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion. The Trustee shall not be liable for any action or inaction taken in good faith in reliance on such a certificate or any advice received from counsel, and the Trustee may conclusively rely as to the truth of the statements and the correctness of the opinions or statements expressed therein.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(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 Company's (or Partial Assignee's, as applicable) reasonable and standard security procedures, the Trustee and its duly

authorized agents, attorneys, experts, engineers, accountants and representatives may, but shall not be required to, inspect any and all of the Project, and all books, papers and records of the City pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired. The Trustee shall treat all proprietary information of the Company (including Partial Assignees) as confidential.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of its trusts and powers hereunder or otherwise in respect of the Project.

(k) The Trustee may, but shall not be required to, demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the City to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Notwithstanding anything in the Indenture or the Lease to the contrary, before taking any action under this Indenture other than the payments from moneys on deposit in the Project Fund or the Bond Fund, as provided herein, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) Notwithstanding any other provision of this Indenture to the contrary, any provision relating to the conduct of, intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee, shall be interpreted to include any action of the Trustee, whether it is deemed to be in its capacity as Trustee, bond registrar or Paying Agent.

(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.

(p) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, pandemics, epidemics, recognized public emergencies, quarantine restrictions, hacking or cyber-attacks, or other use or infiltration of the Trustee's technological infrastructure exceeding authorized access, loss or malfunctions of utilities, communications or computer

(software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 1002. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to payment of and/or reimbursement for reasonable fees for its ordinary services rendered hereunder and all advances, agent and counsel fees and other ordinary expenses reasonably made or incurred by the Trustee in connection with such ordinary services. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the neglect or willful misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds. Pursuant to the provisions of **Section 5.2** of the Lease, the Company has agreed to pay to the Trustee all reasonable fees, charges and expenses of the Trustee under this Indenture. The Trustee agrees that the City shall have no liability for any reasonable fees, charges and expenses of the Trustee, and the Trustee agrees to look only to the Company for the payment of all reasonable fees, charges and expenses of the Trustee and any Paying Agent as provided in the Lease. Upon the occurrence of an Event of Default and during its continuance, the Trustee shall have a lien with right of payment before payment on account of principal of or interest on any Bond, upon all moneys in its possession under any provisions hereof for the foregoing reasonable advances, fees, costs and expenses incurred. The Trustee shall charge a separate set of reasonable fees for each Subseries as if it were a separate series of originally issued bonds. Responsibility for payment of fees relating to each Subseries shall fall to the Partial Assignee with respect to such Subseries. 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. Responsibility for payment of fees relating to each Subseries shall fall to the Partial Assignee with respect to such Subseries.

Section 1003. Notice to Owners if Default Occurs. If a default occurs of which the Trustee is by **Section 1001(h)** hereof required to take notice or if notice of default is given as in said subsection (h) provided, then the Trustee shall give written notice thereof to the last known Owners of all Bonds then Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

Section 1004. Intervention by the Trustee. In any judicial proceeding to which the City is a party and which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners, the Trustee may intervene on behalf of Owners and, subject to the provisions of **Section 1001(l)** hereof, shall do so if requested in writing by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding.

Section 1005. Successor Trustee Upon Merger, Consolidation or Sale. With the prior written consent of the Company, any corporation or association into which the Trustee may be merged or converted or with or into which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any merger, conversion, sale, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and shall be vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereunder as was its predecessor, without the execution or filing of any instrument or any further act on the part of any of the parties hereto.

Section 1006. Resignation of Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice to the City, the Company and the Owners, and such resignation shall take effect at the end of such 30 days, or upon the earlier appointment of a successor Trustee by the Owners or by the City; provided, however, that in no event shall the resignation of the Trustee or any successor trustee become effective until such time as a successor trustee has been appointed and has accepted the appointment. If no successor has been appointed and accepted the appointment within 30 days after the giving of such notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such resignation.

Section 1007. Removal of Trustee. The Trustee may be removed at any time, with or without cause, by an instrument or concurrent instruments in writing (a) delivered to the Trustee, the City and the Company and signed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, or (b) so long as no Event of Default under this Indenture or the Lease shall have occurred and be continuing, delivered to the Trustee, the Company and the Owners and signed by the City. The Trustee's rights to indemnity and to any fees, charges or other amounts due and payable to it shall survive such removal.

Section 1008. Appointment of Successor Trustee. If the Trustee hereunder resigns or is removed, or otherwise becomes incapable of acting hereunder, or if it is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Trustee (a) reasonably acceptable to the City may be appointed by the Company (so long as no Event of Default has occurred and is continuing), or (b) reasonably acceptable to the City and the Company may be appointed by the Owners of a majority in aggregate principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing; provided, nevertheless, that in case of such vacancy, the City, by an instrument executed and signed by its Mayor or City Manager and attested by its City Clerk under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed in the manner above provided. Any such temporary Trustee so appointed by the City shall immediately and without further acts be superseded by the successor Trustee so appointed as provided above. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and qualified to accept such trust with a corporate trust office in the State, and having, or whose obligations are guaranteed by a financial institution having, a reported capital, surplus and undivided profits of not less than $50,000,000. If no successor Trustee has been so appointed and accepted appointment in the manner herein provided, the Trustee or any Owner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided.

Section 1009. Vesting of Trusts in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the City and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor shall, without any further act, deed or conveyance, become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of its predecessor and the duties and obligations of such predecessor hereunder shall thereafter cease and terminate; but such predecessor shall, nevertheless, on the written request of the City, execute and deliver an instrument transferring to such successor Trustee all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of such predecessor hereunder; every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the City be required by any predecessor or successor Trustee for more fully and certainly vesting in such successor the trusts, powers, rights, obligations, duties, remedies, immunities and privileges hereby vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

Section 1010. Right of Trustee to Pay Taxes and Other Charges. If any tax, assessment or governmental or other charge upon, or insurance premium with respect to, any part of the Project is not paid as required herein or in the Lease, the Trustee may pay such tax, assessment or governmental charge or insurance premium, without prejudice, however, to any rights of the Trustee or the Owners hereunder arising in consequence of such failure; any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of 10% per annum, shall become an additional obligation secured by this Indenture, and the same shall be given a preference in payment over any payment of principal of or interest on the Bonds, and shall be paid out of the proceeds of rents, revenues and receipts collected from the Project, if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the Owners of at least 25% of the aggregate principal amount of Bonds then Outstanding and shall have been provided adequate funds for the purpose of such payment.

Section 1011. Trust Estate May be Vested in Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the State) denying or restricting the right of banking corporations or associations to transact business as trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease, and in particular in case of the enforcement of either this Indenture or the Lease upon the occurrence of an Event of Default or if the Trustee deems that by reason of any present or future law of any jurisdiction it cannot exercise any of the powers, rights or remedies herein granted to the Trustee, or take any other action which may be desirable or necessary in connection therewith, it may be necessary or desirable that the Trustee appoint an additional individual or institution as a co-trustee or separate trustee, and the Trustee is hereby authorized to appoint such co-trustee or separate trustee.

(b) If the Trustee appoints an additional individual or institution as a co-trustee or separate trustee (which appointment shall be subject to the approval of the Company), each and every remedy, power, right, claim, demand, cause of action, immunity, title, interest and lien expressed or intended by this Indenture to be exercised by the Trustee with respect thereto shall be exercisable by such co-trustee or separate trustee but only to the extent necessary to enable such co-trustee or separate trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such co-trustee or separate trustee shall run to and be enforceable by either of them.

(c) Should any deed, conveyance or instrument in writing from the City be required by the co-trustee or separate trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to such co-trustee such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the City.

(d) If any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the properties, rights, powers, trusts, duties and obligations of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such co-trustee or separate trustee.

Section 1012. Accounting. The Trustee shall render an annual accounting for the period ending December 31 of each year, within 90 days following the end of such year, to the City, the Company and to any Owner requesting the same and, upon the request of the City, the Company or any Owner, a monthly accounting to any such party, showing in reasonable detail all financial transactions relating to the Trust

Estate during the accounting period and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 1013. Performance of Duties Under the Lease. The Trustee hereby accepts and agrees to perform all duties and obligations assigned to it under the Lease.

ARTICLE XI

SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Not Requiring Consent of Owners. The City and the Trustee may from time to time, without the consent of or notice to any of the Owners, enter into such Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture, or to make any other change which, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Owners (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 Project or to add additional property thereto;

(d) To conform the Indenture to amendments to the Base Lease or the Lease made by the City and the Company; or

(e) To subject to this Indenture additional revenues, properties or collateral.

Section 1102. Supplemental Indentures Requiring Consent of Owners.

(a) Exclusive of Supplemental Indentures covered by **Section 1101** hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding may, from time to time, anything contained in this Indenture to the contrary notwithstanding, consent to and approve the execution by the City and the Trustee of such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary and desirable by the City for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that without the consent of the Owners of 100% of the principal amount of the Bonds then Outstanding, nothing in this Indenture contained shall permit or be construed as permitting (1) an extension of the maturity or a shortening of the redemption date of the principal of or the interest, if any, on any Bond issued hereunder, or (2) a reduction in the principal amount of any Bond or the rate of interest thereon, if any, or (3) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (4) a reduction in the aggregate principal amount of Bonds; for any of which the consent of the Owners of 100% of the principal amount of the affected Bonds then Outstanding is required.

(b) If at the time the City requests the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed to each Owner as shown on the bond registration books required by **Section 206** hereof. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof.

Section 1103. Company's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, a Supplemental Indenture under this Article that affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such Supplemental Indenture. The Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture (regardless of whether it affects the Company's rights) together with a copy of the proposed Supplemental Indenture to be mailed to the Company at least 15 days prior to the proposed date of execution and delivery of the Supplemental Indenture.

Section 1104. Opinion of Counsel. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee and the City shall receive, and, shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture and will, upon the execution and delivery thereof, be a valid and binding obligation of the City. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's rights, duties or immunities under this Indenture or otherwise.

ARTICLE XII

SUPPLEMENTAL LEASES

Section 1201. Supplemental Leases Not Requiring Consent of Owners. The City and the Trustee shall, without the consent of or notice to the Owners, consent to the execution of any Supplemental Lease or Supplemental Leases by the City and the Company as may be required (a) by the provisions of the Base Lease, the Lease and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission in the Base Lease or the Lease, (c) so as to more precisely identify the Project or add additional property thereto or (d) in connection with any other change therein which, in the judgment of the Trustee, does not materially and adversely affect the Trustee or security for the Owners (provided the Trustee is entitled to receive and may conclusively rely upon an opinion of counsel in exercising such judgment). Any such Supplemental Lease affecting only the Assigned Property of a particular Partial Assignee shall not require the consent or participation of any Owner or Partial Assignee with respect to any unrelated Subseries.

Section 1202. Supplemental Leases Requiring Consent of Owners. Except for Supplemental Leases as provided for in **Section 1201** hereof, neither the City nor the Trustee shall consent to the execution of any Supplemental Lease or Supplemental Leases by the City or the Company without the mailing of notice and the obtaining of the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and obtained as provided in **Section 1102** hereof. If at any time the City and the Company shall request the consent of the Trustee to any such proposed Supplemental Lease, the Trustee shall cause notice of such proposed Supplemental Lease to be mailed in the same manner as provided in **Section 1102** hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease and shall state that copies of the same are on file in the corporate trust office of the Trustee for inspection by all Owners. If within 60 days or such longer period as may be prescribed by the City following the mailing of such notice, the Owners of not less than 50% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Lease shall have consented to and approved the execution thereof as herein provided, no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the City from executing the same or from taking any action pursuant to the provisions thereof. Any such Supplemental Lease affecting only the Assigned Property of a particular Partial Assignee shall not require the consent or participation of any Owner or Partial Assignee with respect to any unrelated Subseries.

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 Base Lease or the Lease (as applicable) and this Indenture and the applicable law and will upon the execution and delivery thereof be valid and binding obligations of the parties thereof.

ARTICLE XIII

SATISFACTION AND DISCHARGE OF INDENTURE

Section 1301. Satisfaction and Discharge of this Indenture.

(a) When the principal of and interest on all the Bonds have been paid in accordance with their terms or provision has been made for such payment, as provided in **Section 1302** hereof, and provision also made for paying all other sums payable hereunder and under the Lease, including the reasonable fees and expenses of the Trustee, the City and Paying Agent to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, determine and be void. Thereupon, the Trustee shall cancel, discharge and release this Indenture and shall upon the written request of the City or the Company execute, acknowledge and deliver to the City such instruments of satisfaction and discharge or release as shall be required to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the City (subject to the City's obligations under **Section 11.2** of the Lease) any property at the time subject to this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid under **Section 602** hereof and except funds or securities in which such funds are invested held by the Trustee for the payment of the principal of and interest on the Bonds.

(b) The City is hereby authorized to accept a certificate by the Trustee that the whole amount of the principal and interest, if any, so due and payable upon all of the Bonds then Outstanding has been

paid or such payment provided for in accordance with **Section 1302** hereof as evidence of satisfaction of this Indenture, and upon receipt thereof shall cancel and erase the inscription of this Indenture from its records.

Section 1302. Bonds Deemed to be Paid.

(a) Bonds shall be deemed to be paid within the meaning of this Article when payment of the principal of and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture, or otherwise), either (1) have been made or caused to be made in accordance with the terms thereof, or (2) have been provided for by depositing with the Trustee or other commercial bank or trust company having full trust powers and authorized to accept trusts in the State in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment or (ii) Government Securities maturing as to principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, or (3) have been provided for by surrendering the Bonds to the Trustee for cancellation. At such time as Bonds are deemed to be paid hereunder, as aforesaid, they shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of such payment from such moneys or Government Securities.

(b) Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed before the stated maturities thereof, no deposit under clause (2) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds which are to be redeemed before their respective stated maturities, proper notice of such redemption shall have been given in accordance with **Article III** hereof or irrevocable instructions shall have been given to the Trustee to give such notice.

(c) Notwithstanding any provision of any other section of this Indenture which may be contrary to the provisions of this Section, all moneys or Government Securities set aside and held in trust pursuant to the provisions of this Section for the payment of Bonds shall be applied to and used solely for the payment of the particular Bonds, with respect to which such moneys and Government Securities have been so set aside in trust.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 1401. Consents and Other Instruments by Owners.

(a) Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in Person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond) if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(i) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(ii) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the City maintained by the Trustee pursuant to **Section 206** hereof.

(b) In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Company shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded; provided, the foregoing provisions shall not be applicable if the Company is the only Owner of the Bonds or each Subseries is wholly owned by the Company or applicable Partial Assignee. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and the pledgee is not the Company (including Partial Assignees) or any affiliate thereof.

Section 1402. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give any Person other than the parties hereto, and the Owners, if any, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Owners, as herein provided.

Section 1403. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given or filed with the City, the Trustee, the Company or Owners if the same is duly mailed, postage prepaid, sent by overnight delivery or other delivery service, as follows:

(a) To the City:

City Manager's Office
City of Independence, Missouri
20201 E. Jackson Drive
Independence, MO 64057

(b) To the Trustee:

UMB Bank, N.A.
928 Grand Boulevard, 12th Floor
Kansas City, MO 64106
Attention: Corporate Trust Department

(c) To the Company:

T-L Noland, LLC
c/o Tri-Land Developments, Inc.
One East Oak Hill Drive #302
Westmont, IL 60559
Attn: Richard Dube

with a copy to:

Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash, Suite 2100
Chicago, IL 60611
Attn: Jeff Warren

and with a copy to:

David W. Frantze
Stinson LLP
1201 Walnut Street, Suite 2900
Kansas City, MO 64106-2150

Any notices to Partial Assignees in their capacity as a component of the Company shall be given at the addresses set forth in the Assignment and Assumption Agreements relating to such Partial Assignees. Any notice required to be given to the Company with respect to a Subseries, Subaccount or any Assigned Property shall be given to the applicable Partial Assignee.

(d) To the Owners if the same is duly mailed by first class, registered or certified mail addressed to each of the Owners of Bonds at the time Outstanding as shown by the bond registration books required by **Section 206** hereof to be kept at the corporate trust office of the Trustee.

All notices given by certified or registered mail as aforesaid shall be deemed fully given as of the date they are so mailed, provided that any of the foregoing given to the Trustee shall be effective only upon receipt. All notices given by overnight delivery or other delivery service shall be deemed fully given as of the date when received. A duplicate copy of each notice, certificate or other communication given hereunder by either the City or the Trustee to the other shall also be given to the Company. The City, the Company and the Trustee may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

Section 1404. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 1405. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1406. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1407. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1408. Electronic Notice to Trustee. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent in writing or by electronic notice, provided, however, that such instructions or directions shall be signed by an Authorized Company Representative. If the Company elects to give the instructions by electronic notice, the Trustee may deem such instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. Pursuant to the Lease, the Company agrees to assume all risks arising out of the use of such electronic notice to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, City of Independence, Missouri, has caused this Indenture to be signed in its name and behalf by its City Manager and the seal of the City to be hereunto affixed and attested by the City Clerk, and to evidence its acceptance of the trusts hereby created, the Trustee has caused this Indenture to be signed in its name and behalf by a duly authorized officer, all as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Troy Anderson
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

UMB BANK, N.A.,
as Trustee

[SEAL]

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION PRIOR TO CLOSING**]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The project described in the Redevelopment Agreement, consisting of remodeling and/or tearing down portions of the blighted buildings located on the Project Site and redeveloping the Project Site into a remodeled and newly constructed grocery-anchored shopping center development through remodeling of a portion of the existing improvements, demolition of a portion of the existing improvements, and construction of new commercial uses such as retail, restaurants and other uses, plus related street and other public improvements, including public improvements to be located on street right of way adjacent to the Project Site.

EXHIBIT C

FORM OF BONDS

THIS BOND OR ANY PORTION HEREOF MAY BE TRANSFERRED, ASSIGNED OR NEGOTIATED ONLY AS PROVIDED IN THE HEREIN DESCRIBED INDENTURE.

No. 1 **Not to Exceed $75,000,000**

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(NOLAND FASHION SQUARE REDEVELOPMENT PROJECT)
SERIES 2026
[SUBSERIES ___**]**

Interest Rate	Maturity Date	Dated Date
5.00%	December 1, 2033	_____ __, 2026

OWNER:

MAXIMUM PRINCIPAL AMOUNT:

THE CITY OF INDEPENDENCE, MISSOURI, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri (the "City"), for value received, promises to pay, but solely from the source hereinafter referred to, to the Owner named above, or registered assigns thereof, on the Maturity Date shown above, the principal amount shown above, or such lesser amount as may be outstanding hereunder as reflected on **Schedule I** hereto held by the Trustee as provided in the hereinafter referred to Indenture. The City agrees to pay such principal amount to the Owner in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and in like manner to pay to the Owner hereof, either by check or draft mailed to the Owner at a stated address as it appears on the bond registration books of the City kept by the Trustee under the within mentioned Indenture or, in certain situations authorized in the Indenture, by internal bank transfer or by wire transfer to an account in a commercial bank or savings institution located in the continental United States. Interest on the Cumulative Outstanding Principal Amount (as hereinafter defined) at the per annum Interest Rate stated above, payable in arrears on each December 1, commencing on December 1, 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 the outstanding principal amount of this Bond pursuant to the terms of the hereinafter-defined Indenture, as reflected on **Schedule I** hereto maintained by the Trustee.

THIS BOND is [**the sole bond issued from a series of**] [**a subseries of a series of**] duly authorized Bonds of the City designated "City of Independence, Missouri, Taxable Industrial Development Revenue Bonds (Noland Fashion Square Redevelopment Project), Series 2026," in the maximum aggregate principal amount of $75,000,000 (the "Bonds"), issued for the purpose of improving certain real property located in the City (the "Project Site," as more fully described on **Exhibit A** to the Lease (defined below)), including the construction and improvement of a commercial facility (the "Project Improvements"). The City will lease the Project Site and the Project Improvements (collectively, the "Project") to the Company under the terms of a Lease Agreement dated as of [Closing Month] 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 Company, all pursuant to the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, the statutes of the State of Missouri, including particularly the Act, the charter of the City and pursuant to proceedings duly had by the Council of the City.

THE BONDS are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture dated as of [Closing Month] 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 UMB BANK, N.A., Kansas City, Missouri, as trustee (the "Trustee"). *Capitalized terms not defined herein shall have the meanings set forth in the Indenture.*

Reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Trustee and the Owners, and the terms upon which the Bonds are issued and secured.

THE BONDS are subject to redemption and payment prior to maturity as provided in the Indenture.

THE BONDS, including interest thereon, are special obligations of the City and are payable solely out of the rents, revenues and receipts derived by the City from the Project and the Lease and not from any other fund or source of the City, and are secured by a pledge and assignment of the Project and of such rents, revenues and receipts, including all rentals and other amounts to be received by the City under and pursuant to the Lease, all as provided in the Indenture. The Bonds do not constitute a general obligation of the City or the State of Missouri, and neither the City nor said State shall be liable thereon, and the Bonds shall not constitute an indebtedness within the meaning of any constitutional, charter or statutory debt limitation or restriction, and are not payable in any manner by taxation. Pursuant to the provisions of the Lease, rental payments sufficient for the prompt payment when due of the principal of and interest on the Bonds are to be paid by the Company directly to the Trustee for the account of the City and deposited in a special fund created by the City and designated the "City of Independence, Missouri, Bond Fund – Noland Fashion Square Redevelopment 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**][**THIS SUBSERIES**] [**are/is**] issuable in the form of one fully-registered Bond in the maximum principal amount of [**$75,000,000**].

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.

IN WITNESS WHEREOF, the City of Independence, Missouri has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor or City Manager, attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated the date set forth above.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Indenture.

Registration Date: _____

UMB BANK, N.A.,
as Trustee

By _____
Authorized Signatory

CITY OF INDEPENDENCE, MISSOURI

By: _____
City Manager

ATTEST: (Seal)

_____
City Clerk

SCHEDULE I

TABLE OF CUMULATIVE OUTSTANDING PRINCIPAL AMOUNT

CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BOND
(NOLAND FASHION SQUARE REDEVELOPMENT PROJECT)
SERIES 2026
[SUBSERIES ___**]**

Date	Principal Amount Advanced	Principal Amount Redeemed	Cumulative Outstanding Principal Amount	Notation Made By

FORM OF ASSIGNMENT

(NOTE RESTRICTIONS ON TRANSFERS)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____

Print or Typewrite Name, Address and Social Security or
other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Trustee for the registration and transfer of Bonds, with full power of substitution in the premises.

Dated: _____.

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

PLACE SIGNATURE MEDALLION BELOW:

EXHIBIT D

FORM OF REPRESENTATION LETTER

City of Independence, Missouri
City Manager's Office
20201 E. Jackson Drive
Independence, MO 64057

UMB Bank, N.A., as Trustee
928 Grand Boulevard, 12th Floor
Kansas City, MO 64106
Attention: Corporate Trust Department

Re: $[75,000,000] Maximum Principal Amount of Taxable Industrial Development Revenue Bonds (Noland Fashion Square Redevelopment Project), Series 2026 of the City of Independence, Missouri, [**Subseries ___**]

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 [Closing Month] 1, 2026 (the "Indenture"), between the City of Independence, Missouri (the "City") and UMB Bank, N.A., Kansas City, Missouri, as trustee (the "Trustee"), and (b) the Bonds are payable solely out of certain rents, revenues and receipts to be derived from the leasing or sale of [a portion of] the Project (as defined in the Indenture) to [T-L Noland, LLC, a Delaware limited liability company] ([together with its permitted assignees,] the "Company"), under a Lease Agreement dated as of [Closing Month] 1, 2026 ([such portion of which as has been assigned to the Company being] the "Lease"), with the City, with certain of such rents, revenues and receipts being pledged and assigned by the City to the Trustee under the Indenture to secure the payment of the principal of and interest on the Bonds.

2. The Purchaser understands that the Bonds have not been registered under the Securities Act of 1933, as amended (the "1933 Act"), or the securities laws of any state and will be sold to the Purchaser in reliance upon certain exemptions from registration and in reliance upon the representations and warranties of the Purchaser set forth herein.

3. The Purchaser understands that the Bonds are transferable only in the manner provided for in the Indenture and discussed below and warrants that it is acquiring the Bonds for its own account with the intent of holding the Bonds as an investment, and the acquisition of the Bonds is not made with a view toward their distribution or for the purpose of offering, selling or otherwise participating in a distribution of the Bonds.

4. The Purchaser agrees not to attempt to offer, sell, hypothecate or otherwise distribute the Bonds to others unless authorized by the terms of the Indenture or with the express written consent of the City.

5. The Company has (a) furnished to the Purchaser such information about itself as the Purchaser deems necessary in order for it to make an informed investment decision with respect to the purchase of the Bonds, (b) made available to the Purchaser, during the course of this transaction, ample opportunity to ask questions of, and to receive answers from, appropriate officers of the City and the terms and conditions of the offering of the Bonds, and (c) provided to the undersigned all additional information which it has requested.

6. The Purchaser acknowledges that no offering document has been prepared in connection with the sale of the Bonds. The Purchaser further acknowledges that it has timely received in satisfactory form and manner all proceedings, certificates, opinions, letters and other documents required to be submitted to the Purchaser pursuant to the Bond Purchase Agreement prior to or on the date of the delivery of and payment for the Bonds, and that the City and the Company have in all respects complied with and satisfied all of their respective obligations to the Purchaser which are required under the Bond Purchase Agreement to be complied with and satisfied on or before such date.

7. The Purchaser is now, and was when it agreed to purchase the Bonds, familiar with the operations of the Company and fully aware of terms and risks of the Bonds and that the Purchaser is relying on its own knowledge and investigation of facts and circumstances relating to the purchase of the Bonds. The Purchaser believes that the Bonds being acquired are a security of the type that the Purchaser wishes to purchase and hold for investment and that the nature and amount thereof are consistent with its investment program.

8. The Purchaser is fully aware of and satisfied with (i) the current status of the title to the Project and any issues related thereto and (ii) the terms, amounts and providers of the insurance maintained pursuant to **Article VII** of the Lease, and the undersigned is purchasing the Bonds with full knowledge of such matters.

9. The Purchaser understands and agrees that the interest on the Bonds *is* subject to federal and state income taxation.

10. The Purchaser hereby directs the Trustee to hold the Bonds in trust for the undersigned pursuant to **Section 208** of the Indenture.

Dated: _____, 20___

[PURCHASER OF BONDS]

By:_____
Name: _____
Title: _____

CITY OF INDEPENDENCE, MISSOURI,
As Lessor,

AND

T-L NOLAND, LLC,
As Lessee

LEASE AGREEMENT

Dated as of [Closing Month] 1, 2026

Relating to:

$75,000,000
(Aggregate Maximum Principal Amount)
City of Independence, Missouri
Taxable Industrial Development Revenue Bonds
(Noland Fashion Square Redevelopment Project)
Series 2026

Certain rights of the City of Independence, Missouri (the "City"), in this Lease Agreement have been pledged and assigned to UMB Bank, N.A., Kansas City, Missouri, as Trustee under the Trust Indenture dated as of [Closing Month] 1, 2026, between the City and the Trustee. Such pledge and assignment does not include the Unassigned Rights (defined in the Indenture).

LEASE AGREEMENT

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LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of [Closing Month] 1, 2026 (the "Lease"), is between the **CITY OF INDEPENDENCE, MISSOURI**, a constitutional charter city and municipal corporation duly organized and existing under the laws of the State of Missouri, as lessor (the "City"), and **T-L NOLAND, LLC**, a Delaware limited liability company, as lessee (the "Company");

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend and improve certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") on _____ ___, 2026, authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Noland Fashion Square Redevelopment Project), Series 2026, in the maximum principal amount of $75,000,000 (the "Bonds"), for the purpose of improving certain real property in the City (the "Project Site," as more fully described on **Exhibit A** hereto), including the construction and improvement of commercial facilities on the Project Site and certain related public improvements (the "Project Improvements," as more fully described on **Exhibit B** hereto).

3. The Company owns the Project Site and, pursuant to a Base Lease (the "Base Lease") between the City and the Company, the Company has leased the Project Site and the Project Improvements located thereon (collectively, the "Project") to the City.

4. Pursuant to the Ordinance, the City is authorized to enter into a Trust Indenture of even date herewith (the "Indenture") with UMB Bank, N.A., Kansas City, Missouri, as Trustee (the "Trustee"), for the purpose of issuing and securing the Bonds, as therein provided, and to enter into this Lease with the Company under which the City will construct and improve the Project Improvements, and lease the Project to the Company in consideration of rental payments by the Company that will be sufficient to pay the principal of and interest on the Bonds.

5. Pursuant to the foregoing, the City desires to lease the Project to the Company and the Company desires to lease the Project from the City, for the rentals and upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the City and the Company do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Lease and the words and terms defined in **Section 101** of the Indenture which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Lease shall have the following meanings:

"Additional Rent" means the additional rental described in **Sections 5.2** and **6.2** of this Lease.

"Assigned Property" means that portion of the Project Site subject to an Assignment and Assumption Agreement, together with the portion of the Project located thereon.

"Basic Rent" means the rental described in **Section 5.1** of this Lease.

"Company" means T-L Noland, LLC, a Delaware limited liability company, and its successors or assigns, and includes each Partial Assignee to the extent of its interest in and obligation with respect to the Bond Purchase Agreement, the Lease and the Bonds.

"Environmental Law" means and includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act of 1986, any other "Superfund" or "Superlien" law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous materials, as now or at any time hereafter in effect.

"Full Insurable Value" means the actual replacement cost of the Project less physical depreciation as determined in accordance with **Section 7.1(a)** hereof.

"Lease Term" means the period from the effective date of this Lease until the expiration thereof pursuant to **Section 3.2** hereof.

"Lender" means any person who from time to time has made a loan to Company which is secured by a Mortgage.

"Mortgage" means any mortgage or deed of trust affecting the Company's fee and/or sub-leasehold interest in the Project (together with all related loan documents and security agreements) relating to the Project permitted pursuant to the provisions of **Section 10.4** hereof.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

"Permitted Encumbrances" means, as of any particular time, as the same may encumber the Project Site, (a) liens for ad valorem taxes and special assessments not then delinquent, (b) the Indenture, the Base Lease and this Lease, (c) utility, access and other easements and rights-of-way, mineral rights, restrictions, exceptions and encumbrances that will not materially interfere with or impair the operations

being conducted on the Project Site or easements granted to the City, (d) such minor defects, irregularities, encumbrances, easements, mechanic's liens, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Project Site and as do not in the aggregate materially impair the property affected thereby for the purpose for which it is held by the City, (e) any Mortgage, (f) any assignment of leases and rents or similar assignment delivered by the Company in favor of a Lender in connection with any Mortgage (delivered pursuant to **Section 10.4(b)** of this Lease), and (g) any encumbrance noted in a title report included in the transcript of proceedings relating to the Bonds.

"Permitted Facility" means any facilities within the definition of "Project Improvements" except for those prohibited under Section 3.11 of the Redevelopment Agreement.

"Plans and Specifications" means the plans and specifications prepared for and showing the Project, as amended by the Company from time to time prior to the Completion Date, the same being duly certified by the Company, and on file with the Company, or with the architect/engineers retained by the Company for the Project, and which shall be available for reasonable inspection by the City, the Trustee and their duly appointed representatives.

"Project Site" means the real property upon which the property comprising the Project is located as more fully described in **Exhibit A**.

"Project Special Assessments" means special assessments imposed on the Project by a community improvement district or transportation development district formed in accordance with the Redevelopment Agreement.

Section 1.2. Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(b) Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing Persons shall include firms, associations and corporations, including governmental entities, as well as natural Persons.

(c) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are, unless otherwise specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or other subdivision.

(e) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

(f) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Acceptance of Indenture. The Company acknowledges that it has received an executed copy of the Indenture and that it is familiar with the terms and conditions of the Indenture. The Company further covenants that it will comply with all the conditions and covenants contained in the Indenture relating to the Company and the Project, and that it will not take any action which would cause a default thereunder or jeopardize the rights of the Trustee, the City or the Bondowners.

Section 1.4. Application of Lease Terms.

(a) The City acknowledges that the Company intends to assign its rights and obligations under the Base Lease, Lease, Indenture and Bond Purchase Agreement to one or more Partial Assignees pursuant to one or more Assignment and Assumption Agreements. With respect to the Assigned Property described in such Assignment and Assumption Agreements, the City further acknowledges and agrees that upon the full execution of an Assignment and Assumption Agreement (including acknowledgment and consent thereto by the City), the Company shall be released of all of its obligations under the Base Lease, Lease, Indenture and Bond Purchase Agreement with respect to such Assigned Property (including the portion of the Project located thereon). The City and Company further acknowledge and agree that all references to (i) the term "Company" as used herein shall mean, as applicable, either the Company or a Partial Assignee in the event of a Partial Assignment, (ii) the term "Project Site" as used herein shall mean, as applicable, the Project Site or the Assigned Property in the event of a Partial Assignment, (iii) the term "Project" as used herein shall mean, as applicable, the Project or that portion of the Project located on the Assigned Property in the event of a Partial Assignment, (iv) the term "Bonds" as used herein shall mean, as applicable, the Bonds or any applicable Subseries in the event of a Partial Assignment, and (v) the term "Bond Fund" shall mean, as applicable, the Bond Fund and all Subaccounts created for the Subseries relating to the Assigned Property in the event of a Partial Assignment, all as the context reasonably requires.

(b) Notwithstanding, any provisions to the contrary contained in this Lease, it is the parties intent that the rights and obligations of the Company under this Lease and any Partial Assignee under a Partial Assignment relate only to the portion of the Project and Project Site leased to and from the Company or Partial Assignee from time to time and that (i) a default by the Company in the performance of its obligations under the Lease, with respect to the portion of the Project and Project Site so leased by the Company shall not be deemed to be a default by any Partial Assignee with respect to the Assigned Property, or portion of the Project located thereon, of such Partial Assignee and the City in exercising and enforcing its rights under the Lease will look solely to the Company and the portion of the Project and Project Site so leased by the Company at the time of the default in the exercise and enforcement of its rights and (ii) a default by any Partial Assignee in the performance of its obligations under the Partial Assignment with respect to the Assigned Property leased to and from such Partial Assignee, shall not be deemed to be a default by the Company with respect to the Project and Project Site leased by the Company pursuant to the Lease and shall not be deemed to be a default by any other Partial Assignee with respect to the Assigned Property leased by such other Partial Assignee pursuant to a Partial Assignment, and the City, in exercising and enforcing its rights and obligations under the Lease with respect to the defaulting Partial Assignee shall look solely to the defaulting Partial Assignee and the Assigned Property (including the portion of the Project located thereon) of the defaulting Partial Assignee in the exercise and enforcement of its rights.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder. By proper action of its governing body, the City has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers;

(b) The City agrees to construct and improve or cause to be constructed and improved the Project Improvements. The City agrees to lease the Project to the Company and sell the Project to the Company if the Company exercises its option to purchase the Project or upon termination of this Lease as provided for herein, all for the purpose of furthering the public purposes of the Act;

(c) The purchase, construction, extension and improvement of the Project and the leasing of the Project by the City to the Company will further the public purposes of the Act;

(d) To the City's knowledge, no member of the City Council or any other officer of the City has any significant or conflicting interest, financial, employment or otherwise, in the Company or in the transactions contemplated hereby;

(e) To finance the costs of the Project, the City proposes to issue the Bonds which will be scheduled to mature as set forth in **Article II** of the Indenture and will be subject to redemption prior to maturity in accordance with the provisions of **Article III** of the Indenture;

(f) The Bonds are to be issued under and secured by the Indenture, pursuant to which the Project and certain net earnings therefrom, including certain rents, revenues and receipts to be derived by the City from the leasing or sale of the Project (but excluding the Unassigned Rights), will be pledged and assigned to the Trustee as security for payment of the principal of and interest on the Bonds and amounts owing pursuant to the Lease;

(g) The City will not knowingly take any affirmative action that would permit a lien to be placed on the Project or pledge the revenues derived therefrom for any bonds or other obligations, other than the Bonds, except with the written consent of the Authorized Company Representative; and

(h) The City shall have no authority to operate the Project as a business or in any other manner except as the lessor thereof or potentially as lessee of a portion thereof, except subsequent to an Event of Default hereunder.

Section 2.2. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of and is authorized to conduct business in the State of Missouri;

(b) The Company has lawful power and authority to enter into this Lease and to carry out its obligations hereunder and by proper action of its members the Company has been duly authorized to execute and deliver this Lease, acting by and through its duly authorized officers and representatives;

(c) The execution and delivery of this Lease, the consummation of the transactions contemplated hereby, and the performance of or compliance with the terms and conditions of this Lease by the Company will not, to the best of the Company's actual knowledge, conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restrictions or any agreement or instrument to which the Company is a party or by which it or any of its property is bound, or the Company's organizational documents, or any order, rule or regulation applicable to the Company or any of its property of any court or governmental body, or constitute a default under any of the foregoing, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement to which the Company is a party;

(d) The estimated costs of the construction and improvement of the Project are in accordance with sound engineering and accounting principles;

(e) The Project will comply in all material respects with all presently applicable building and zoning, health, environmental and safety orders and laws and all other applicable laws, rules and regulations; and

(f) The Project is located wholly within the corporate limits of the City of Independence, Missouri.

ARTICLE III

GRANTING PROVISIONS

Section 3.1. Granting of Leasehold Estate. The City hereby exclusively rents, leases and lets the Project to the Company, and the Company hereby rents, leases and hires the Project from the City, subject to Permitted Encumbrances existing as of the date of the execution and delivery hereof, for the rentals and upon and subject to the terms and conditions herein contained.

Section 3.2. Lease Term. This Lease shall become effective upon its delivery, and subject to sooner termination pursuant to the provisions of this Lease, shall have a term commencing as of the date of this Lease and terminating on **December 1, 2033**.

Section 3.3. Possession and Use of the Project.

(a) The City covenants and agrees that as long as neither the City nor the Trustee has exercised any of the remedies set forth in **Section 12.2(b)** following the occurrence and continuance of an Event of Default, the Company shall have sole and exclusive possession of the Project (subject to Permitted Encumbrances and the City's and the Trustee's right of access pursuant to **Section 10.3** hereof) and shall and may peaceably and quietly have, hold and enjoy the Project during the Lease Term. The City covenants and agrees that it will not take any action, other than expressly pursuant to **Article XII** hereof, to prevent the Company from having quiet and peaceable possession and enjoyment of the Project during the Lease Term and will, at the request and expense of the Company, cooperate with the Company in order that the Company may have quiet and peaceable possession and enjoyment of the Project and will defend the Company's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the Company shall have the right to use the Project for any lawful purpose allowed by law and contemplated by the Act and this Lease. The Company shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. In the event of demonstrated noncompliance with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements the Company will take all reasonable steps to comply with such statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements. The Company shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies carried under the provisions of **Article VII** hereof. The Company shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Company to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the Company shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer, and during such contest or review the Company may refrain from complying therewith.

ARTICLE IV

CONSTRUCTION AND IMPROVEMENT OF THE PROJECT

Section 4.1. Issuance of the Bonds. To provide funds for the payment of Project Costs, the City agrees that, upon request of the Company, it will issue, sell and cause to be delivered the Bonds to the purchaser thereof in accordance with the provisions of the Indenture and the Bond Purchase Agreement. The proceeds of the sale of the Bonds, when received, shall be paid over to the Trustee for the account of the City. The Trustee shall promptly deposit such proceeds, when received, as provided in the Indenture, to be used and applied as hereinafter provided in this Lease and in the Indenture. Alternatively, the Trustee may, (pursuant to **Section 208(d)** of the Indenture) endorse the Bonds in an amount equal to the requisition certificates submitted pursuant to **Section 4.4** below. In that event, the purchaser of the Bonds shall be deemed to have deposited funds with the Trustee in an amount equal to the amount stated in the requisition certificate.

Section 4.2. Construction and Improvement of the Project. The City and the Company agree that the Company, as the agent of the City, shall, but solely from the Project Fund, construct and improve the Project as follows:

(a) Concurrently with the execution of this Lease, the ownership and encumbrance report required by **Article VII** hereof will be delivered to the City and the Trustee;

(b) On behalf of the City, the Company will construct and improve the Project Improvements and otherwise improve the Project Site in material accordance with the Plans and Specifications and in a manner materially consistent with the description of the Project Improvements included in **Exhibit B** to this Lease. The Company may revise the Plans and Specifications from time to time as it deems necessary to carry out the Project, but revisions that would alter the intended purpose of the Project may be made only with the prior written approval of the City, which shall not be unreasonably withheld, conditioned or delayed. The Company agrees that the aforesaid construction and improvement will, with such changes and additions as may be made hereunder, result in facilities suitable for use by the Company for its purposes, and that all real and personal property described in the Plans and Specifications, with such changes and additions as may be made hereunder, is desirable and appropriate in connection with the Project. The provisions of this paragraph are in addition to and do not supersede the provisions of **Section 8.2**; and

(c) The Company agrees that it will use reasonable efforts to cause the construction and improvement of the Project to be completed as soon as practicable with all reasonable dispatch. In the event such construction and improvement commences prior to the receipt of proceeds from the sale of the Bonds, the Company agrees to advance all funds necessary for such purpose.

Section 4.3. Project Costs. The City hereby agrees to pay for, but solely from the Project Fund, and hereby authorizes and directs the Trustee to pay for, but solely from the Project Fund, all Project Costs upon receipt by the Trustee of a certificate pursuant to **Section 4.4** hereof. The Company may not submit any requisition certificates for Project Costs incurred after the Completion Date. The Company must submit all requisitions for Project Costs incurred before the Completion Date within three months after the Completion Date.

Section 4.4. Payment for Project Costs. All Project Costs as specified in **Section 4.3** hereof shall be paid by the Trustee from the Project Fund as more fully provided in the Indenture, and the City hereby authorizes and directs the Trustee to make disbursements from the Project Fund, upon receipt by the Trustee of certificates in substantially the form attached hereto as **Exhibit C**, signed by an Authorized Company Representative, which disbursements may be recorded via a transaction entry on the trust records held by the Trustee. The Trustee may rely conclusively on any such certificate and shall not be required to make any independent investigation in connection therewith. The submission of any requisition certificate by an Authorized Company Representative shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payments requested have been satisfied.

Section 4.5. Establishment of Completion Date. The Completion Date shall be evidenced to the Trustee by a certificate signed by the Authorized Company Representative stating (a) the construction and improvement of the Project has been completed in accordance with the Plans and Specifications, (b) that all costs and expenses incurred in the construction and improvement of the Project have been paid except costs and expenses the payment of which is not yet due or is being retained or

contested in good faith by the Company, and (c) amounts to be retained by Trustee with respect to item (b) above. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being. The Company and the City agree to cooperate in causing such certificate to be furnished to the Trustee.

Section 4.6. Surplus or Deficiency in Project Fund.

(a) Upon receipt of the certificate described in **Section 4.5** hereof, the Trustee shall, as provided in **Section 504** of the Indenture, transfer any remaining moneys then in the Project Fund to the Bond Fund to be applied as directed by the Company solely to (1) the payment of principal and premium, if any, of the Bonds through the payment (including regularly scheduled principal payments, if any) or redemption thereof at the earliest date permissible under the terms of the Indenture, or (2) at the option of the Company, to the purchase of Bonds at such earlier date or dates as the Company may elect. Any amount so deposited in the Bond Fund may be invested as permitted by **Section 702** of the Indenture. Moneys on deposit in a Subaccount of the Project Fund shall be applied with respect to the applicable Subseries.

(b) If the Project Fund shall be insufficient to pay fully all Project Costs and to complete the Project free of liens and encumbrances other than Permitted Encumbrances, the Company shall pay, in cash, the full amount of any such deficiency by making payments thereof directly to the contractors and to the suppliers of materials and services as the same shall become due, and the Company shall save the City and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 4.7. Project Improvements Property of City. The Project Improvements, which the Company desires to convey to the City, including all work and materials on the Project Improvements as such work progresses, and all additions or enlargements thereto or thereof, the Project Improvements as fully completed, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project Improvements, and the Project Improvements as repaired, rebuilt, rearranged, restored or replaced by the Company under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of the City, subject only to this Lease, the Indenture and any Permitted Encumbrances. This arrangement is not intended to remove the Project or the Project Improvements from the property tax rolls and the parties agree that the Project shall remain subject to *ad valorem* taxation.

Section 4.8. Non-Project Improvements, Machinery and Equipment Property of the Company. Any improvements or items of machinery or equipment which do not constitute part of the Project Improvements and the entire purchase price of which is paid for by the Company with the Company's own funds, and no part of the purchase price of which is paid for from funds deposited pursuant to the terms of this Lease in the Project Fund, shall be the property of the Company and shall not constitute a part of the Project for purposes of **Section 6.4** hereof and therefore are subject to taxation, to the extent otherwise provided by law.

Section 4.9. Environmental Matters. The Company acknowledges that is it responsible for maintaining the Project in compliance with all Environmental Laws. In the event that the Company fails to undertake to comply with any final, non-appealable order issued by any local, state or federal authority under applicable Environmental Law, the City or the Trustee, immediately after notice to the Company, may elect (but shall not be required) to undertake such compliance. Any moneys expended by the City or the Trustee in efforts to comply with any applicable Environmental Law (including the reasonable cost of hiring consultants, undertaking sampling and testing, performing any cleanup necessary or useful in the

compliance process and reasonable attorneys' fees) shall be due and payable as Additional Rent hereunder with interest thereon at the average rate of interest per annum on the Bonds, plus two (2) percentage points, from the date such cost is incurred. There shall be unlimited recourse to the Company to the extent of any liability incurred by the City or the Trustee with respect to any breaches of the provisions of this section.

The Company shall and does hereby indemnify the City, the Trustee and the Bondowners and agree to defend and hold them harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs associated incurred in the investigation, defense and settlement of claims) that they may incur, directly or indirectly, as a result of or in connection with the assertion against them or any of them of any claim relating to the presence on, escape or removal from the Project during the term of this Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim is raised before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, this indemnity shall only relate to claims resulting from the City's ownership of the Project or the Trustee's acceptance of its duties as Trustee hereunder.

ARTICLE V

RENT PROVISIONS

Section 5.1. Basic Rent. The Company covenants and agrees to pay to the Trustee in same day funds for the account of the City during this Lease Term, for deposit in the Bond Fund on or before 10:00 a.m., Trustee's local time, on or before each December 1, commencing December 1, 2026 and continuing until the principal of and interest on the Bonds shall have been fully paid, an amount which, when added to any collected funds then on deposit in the Bond Fund and available on such Payment Date, shall be equal to the total amount payable on each December 1 as interest on the Bonds. On **December 1, 2033** (or such earlier date as the Company may elect to redeem the Bonds), the Company shall also pay an amount equal to all principal then due on the Bonds in connection with such maturity or redemption. All payments of Basic Rent provided for in this Section shall be paid directly to the Trustee and shall be deposited in accordance with the provisions of the Indenture into the Bond Fund and shall be used and applied by the Trustee in the manner and for the purposes set forth in this Lease and the Indenture, provided that if the Company is the Owner of all the Bonds (or Subseries, as applicable) Outstanding, payment of Basic Rent as provided for in this Section may be made via a transaction entry on the trust records held by the Trustee and the Paying Agent consistent with **Section 204** and **Section 208** of the Indenture. Any Basic Rent paid by the Company which exceeds the total amount payable on such payment dates shall be immediately paid to the Company by wire transfer. At its option, on the final Payment Date, the Company may deliver to the Trustee for cancellation Bonds not previously paid and the Company shall receive a credit against the Basic Rent payable by the Company in an amount equal to the principal amount of the Bonds so tendered for cancellation plus accrued interest thereon.

In furtherance of the foregoing and of **Section 204** and **Section 208** of the Indenture, and notwithstanding any other provision in this Lease, the Indenture or the Bond Purchase Agreement, and provided that the Company is the sole Bondowner, the Company may set-off each Basic Rent payment against the City's obligation to the Company as Bondowner, in lieu of delivery of a payment of Basic Rent on any date on which principal of or interest on the Bonds is payable, without providing notice of such set-off to the Trustee. The Trustee may conclusively rely on the absence of any notice from the Company to the contrary as evidence that such set-off has occurred. Notwithstanding anything to the

contrary contained herein, the provisions of this **Section 5.1** shall apply with respect to the Company or any Partial Assignee that is the sole Owner of any Subseries.

Section 5.2. Additional Rent. The Company shall pay as Additional Rent, within 30 days after receiving an itemized invoice therefor, the following amounts as and when the same become due:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the City or the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due;

(b) all costs incident to the payment of the principal of and interest on the Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all outstanding Bonds;

(c) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Company or the Project or in connection with a failure of the Company to perform its obligations under this Lease or the Indenture by the City, the Trustee or the Bondowners, including counsel fees and expenses; and

(d) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of this Lease.

Section 5.3. Obligations of Company Absolute and Unconditional.

(a) The obligations of the Company under this Lease to make payments of Basic Rent and Additional Rent on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Project has been started or completed, or whether the City's title thereto or to any part thereof is defective or nonexistent, and notwithstanding any damage to, loss, theft or destruction of, the Project or any part thereof, any failure of consideration or frustration of commercial purpose, the taking by eminent domain of title to or of the right of temporary use of all or any part of the Project, legal curtailment of the Company's use thereof, the eviction or constructive eviction of the Company, any change in the tax or other laws of the United States of America, the State of Missouri or any political subdivision thereof, any change in the City's legal organization or status, or any default of the City hereunder, and regardless of the invalidity of any action of the City; provided, however, that nothing in this **Section 5.3** is intended or shall be deemed to affect or impair in anyway the rights of the Company to tender Bonds for redemption in satisfaction of Basic Rent as provided in **Section 5.1** and **Section 5.4** hereof, nor the right of the Company to terminate this Lease and repurchase the Project as provided in **Article XI** hereof.

(b) Nothing in this Lease shall be construed to release the City from the performance of any agreement on its part herein contained or as a waiver by the Company of any rights or claims the Company may have against the City under this Lease or otherwise, but any recovery upon such rights and claims shall be had from the City separately, it being the intent of this Lease that the Company shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owners and the City. The Company may, however, at its own cost and expense and in its own name or in the name of the City, prosecute or defend any action or proceeding or take any other action involving

third Persons which the Company deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the City hereby agrees to cooperate fully with the Company and to take all action necessary to effect the substitution of the Company for the City in any such action or proceeding if the Company shall so request.

Section 5.4. Prepayment of Basic Rent. The Company may at any time and from time to time prepay a portion of the Basic Rent provided for hereunder (subject to the limitations of **Section 301(a)** of the Indenture relating to the redemption of the Bonds. During such times as the amount held by the Trustee in the Bond Fund shall be sufficient to pay, at the time required, the principal of and interest on all the Bonds then remaining unpaid, the Company shall not be obligated to make payments of Basic Rent under the provisions of this Lease.

Subject to **Section 301(a)** of the Indenture relating to the redemption of Bonds, the Company, at its option, may deliver to the Trustee for cancellation Bonds owned by the Company and not previously paid, and the Company shall receive a credit against amounts payable by the Company for the redemption of Bonds in an amount equal to the principal amount of the Bonds so tendered for cancellation, plus accrued interest thereon.

ARTICLE VI

MAINTENANCE, TAXES AND UTILITIES; TAX ABATEMENT

Section 6.1. Maintenance and Repairs. Throughout the Lease Term the Company shall, at its own expense, keep the Project in as reasonably safe condition as the operation thereof will permit, and keep the Project in good repair and in good operating condition (taking into account reasonable wear and tear), making from time to time all necessary repairs thereto and renewals and replacements thereof it determines to be necessary. Without limiting the generality of the foregoing, the Company shall at all times remain in compliance with all provisions of the City's code of ordinances relating to maintenance and appearance.

Section 6.2. Taxes, Assessments and Other Governmental Charges.

(a) All taxes, assessments, utility charges and other governmental charges applicable to the Project Site or the Project shall be the responsibility of the Company as owner of the Project Site in accordance with applicable law.

(b) The Company may, in its own name or in the City's name, contest the validity or amount of any tax, assessment or other governmental charge applied to the Project. The City agrees to cooperate fully with the Company in connection with any and all administrative or judicial proceedings related to any tax, assessment or other governmental charge. The Company shall save and hold harmless the City and the Trustee from any costs and expenses the City and the Trustee may incur related to any of the above.

(c) Notwithstanding anything in this Lease to the contrary, the Company shall promptly pay and discharge, as the same become due, all Project Special Assessments without challenge or contest to the validity or amount of the Project Special Assessments.

Section 6.3. Utilities. All utilities and utility services used by the Company in, on or about the Project shall be paid for by the Company and shall be contracted for by the Company in the

Company's own name (or the name(s) of its affiliates), and the Company shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith.

Section 6.4. No Property Tax Exemption. The transaction represented by this Lease and the Base Lease is not intended to remove the Project from the property tax rolls or exempt the same from *ad valorem* taxation.

Section 6.5. Sales Tax Exemption. Upon request of the Company after the issuance of the Bonds, the City will issue a sales tax exemption certificate to the Company for construction materials to be purchased for the Project and the City shall provide such other documentation as may be necessary from time to time to effect said sales tax exemption. The Company shall use the exemption certificate only for the purchase of construction materials to be incorporated into the Project and shall not use the exemption certificate for the purchase of any personal property other than construction materials. The Company shall indemnify and defend the City and its respective officers, employees and agents against and from any and all causes of action or actions in law or equity, liens, claims damages, loss, costs or expenses of any nature whatsoever by any person or entity, arising out of the City's furnishing of the exemption certificate.

ARTICLE VII

INSURANCE

Section 7.1. Title Report. Before the recording of the Base Lease, the Company will provide a report reasonably acceptable to the City showing the ownership of and encumbrances on the Project Site. Copies of such report shall be provided to the City and the Trustee.

Section 7.2. Property Insurance.

(a) The Company shall at its sole cost and expense obtain and shall maintain throughout the Lease Term, a policy or policies of insurance (including, if appropriate, builder's risk insurance) to keep the Project (to the extent insurable) constantly insured against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State of Missouri in an amount equal to the Full Insurable Value thereof (subject to reasonable loss deductible provisions). The insurance required pursuant to this Section shall be maintained with a generally recognized responsible insurance company or companies authorized to do business in the State of Missouri or generally recognized international insurers or reinsurers with an A.M. Best rating of B+ or the equivalent thereof or better as may be selected by the Company. All such policies of insurance pursuant to this Section, and all renewals thereof, shall name the Company as insured and the City as an additional insured, and shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to, the Company of the cancellation of such insurance. Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Trustee shall be entitled to rely upon said certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of loss or damage to the Project, the Net Proceeds of property insurance carried pursuant to this Section shall be applied as provided in **Article IX** of this Lease, or as may be directed by, or on behalf of, the Owners of 100% in principal amount of the Bonds (or Subseries, as applicable) outstanding.

Section 7.3. Commercial General Liability Insurance.

(a) The Company shall at its sole cost and expense maintain or cause to be maintained at all times during the Lease Term general accident and commercial general liability insurance under which the City, the Company and the Trustee shall be named as additional insureds, properly protecting and indemnifying the City and the Trustee, in an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri (subject to loss deductible clauses not to exceed $50,000). The policies of said insurance shall contain a provision that the issuer of such insurance will provide at least 10 days' advance written notice to the Company of the cancellation of such insurance. The Company agrees it shall immediately forward any notice of cancellation it receives from the issuer of such insurance to the City and Trustee. The Trustee shall be entitled to rely upon said certificate as to the Company's compliance with the insurance requirements. The Trustee makes no representation as to, and shall have no responsibility for the sufficiency or adequacy of, the insurance.

(b) In the event of a public liability occurrence, the Net Proceeds of liability insurance carried pursuant to this Section shall be applied toward the extinguishment or satisfaction of the liability with respect to which such proceeds have been paid.

Section 7.4. Workers' Compensation. The Company agrees throughout the Lease Term to maintain or cause to be maintained the Workers' Compensation coverage required by the laws of the State of Missouri.

Section 7.5. Blanket Insurance Policies; Self-Insurance. The Company may satisfy any of the insurance requirements set forth in this Article by using blanket policies of insurance, provided each and all of the requirements and specifications of this Article respecting insurance are complied with. Nothing in this Lease shall be construed from prohibiting the Company from self-insuring provided the Company, or in combination with its parent corporation, has a net worth in excess of $200,000,000, as determined by generally accepted accounting principles.

Section 7.6. Certificate of Compliance. The Company shall provide the City and the Trustee, on an annual basis, commencing on December 1, 2026 with a certificate of an Authorized Company Representative certifying compliance with this **Article VII**.

ARTICLE VIII

ALTERATION OF THE PROJECT

Section 8.1. Additions, Modifications and Improvements to the Project. The Company shall have and is hereby given the right, at its sole cost and expense, to make such additions, modifications and improvements in and to any part of the Project as the Company from time to time may deem necessary or desirable for its business purposes. All additions, modifications and improvements made by the Company pursuant to the authority of this Section shall (a) be made in workmanlike manner and will comply in all material respects with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, that additions of machinery and equipment installed on the Project Site by the Company not purchased or acquired from funds deposited with the Trustee hereunder and not constituting repairs, renewals or replacements of the Project shall remain the separate property of the Company (not subject to the Base Lease or this Lease) and may be removed by the Company.

Section 8.2. Additional Improvements on the Project Site. The Company may, at its sole cost and expense, construct on portions of the Project Site not theretofore occupied by buildings or improvements such additional buildings and improvements as the Company from time to time may deem necessary or desirable for its business purposes. All additional buildings and improvements constructed on the Project Site by the Company, and not paid for with Bond proceeds, pursuant to the authority of this Section shall not be included as Project Improvements and, during the life of this Lease, shall remain the separate property of the Company (not subject to the Base Lease or this Lease) and may be added to, altered or razed and removed by the Company at any time. All additional buildings and improvements shall be made in a good and workmanlike manner and in strict compliance with all material laws, orders and ordinances applicable thereto and when commenced shall be prosecuted to completion with due diligence. The Company covenants and agrees (a) to make any repairs and restorations required to be made to the Project because of the construction of, addition to, alteration or removal of said additional buildings or improvements, and (b) to promptly and with due diligence either raze and remove or repair, replace or restore any of said additional buildings and improvements as may from time to time be damaged by fire or other casualty.

Section 8.3. Permits and Authorizations. The Company shall not do or permit others under its control to do any work on the Project related to any repair, rebuilding, restoration, replacement, modification or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have been first procured. All such work shall be done in a good and workmanlike manner and in material compliance with all applicable building, zoning and other laws, ordinances, governmental regulations. In the event of demonstrated noncompliance with such laws, ordinances, governmental regulations and requirements the Company will take all reasonable steps to comply with laws, ordinances, governmental regulations and requirements.

Section 8.4. Mechanics' Liens.

(a) The Company will not directly or indirectly create, incur, assume or suffer to exist any lien on or with respect to the Project, except Permitted Encumbrances, and the Company shall promptly notify the City of the imposition of such lien of which the Company is aware and shall promptly, at its own expense, take such action as may be necessary to fully discharge or release any such lien. Whenever and as often as any mechanics' or other similar lien is filed against the Project, or any part thereof, purporting to be for or on account of any labor done or materials or services furnished in connection with any work in or about the Project, the Company shall discharge the same of record. Notice is hereby given that the City shall not be liable for any labor or materials furnished the Company or anyone claiming by, through or under the Company upon credit, and that, except as may be consented to in a memorandum of this Lease filed with the real property recorder of deeds, no mechanics' or other similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of the City in and to the Project or any part thereof.

(b) Notwithstanding paragraph (a) above, the Company may contest any such mechanics' or other similar lien if the Company (1) within 60 days after the Company becomes aware of any such lien notifies the City and the Trustee in writing of its intention so to do, (2) diligently prosecutes such contest, (3) at all times effectively stays or prevents any official or judicial sale of the Project, or any part thereof or interest therein, under execution or otherwise, (4) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and (5) thereafter promptly procures record release or satisfaction thereof. The Company may permit the lien so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Company is notified by the City that, in the

opinion of counsel, by nonpayment of any such items, the interest of the City in the Project will be subject to loss or forfeiture. In that event, the Company shall promptly, at its own expense, take such action as may be reasonably necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Company shall save and hold harmless the City from any loss, costs or expenses the City may incur related to any such contest. The Company shall reimburse the City for any expense incurred by it in connection with the imposition of any such lien or in order to discharge or remove any such pledge, lien, charge, encumbrance or claim. The City shall cooperate fully with the Company in any such contest.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION

Section 9.1. Damage or Destruction.

(a) If the Project is damaged or destroyed by fire or any other casualty, whether or not covered by insurance, the Company, as promptly as practicable, shall either (i) make the determination described in subsection (f) below, or (ii) repair, restore, replace or rebuild the same so that upon completion of such repairs, restoration, replacement or rebuilding the Project is of a value not less than the value thereof immediately before the occurrence of such damage or destruction or, at the Company's option, construct upon the Project Site new buildings and improvements thereafter together with all new machinery, equipment and fixtures which are either to be attached to or are to be used in connection with the operation or maintenance thereof, provided that (A) the value thereof shall not be less than the value of such destroyed or damaged Project Improvements immediately before the occurrence of such damage or destruction and (B) the nature of such new buildings, improvements, machinery, equipment and fixtures will not impair the character of the Project as an enterprise permitted by the Act.

If the Company elects to construct any such new buildings and improvements, for all purposes of this Lease, any reference to the words "Project Improvements" shall be deemed to also include any such new buildings and improvements and all additions thereto and all replacements and alterations thereof.

Unless the Company makes the determination described in subsection (f) below, the Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss to the Project shall be used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. Property insurance monies may be paid to or retained by the Company to be held in trust and used to pay the cost of repairing, restoring, replacing or rebuilding the Project or any part thereof. If the Company makes the determination described in subsection (f) below, the Net Proceeds shall be deposited with the Trustee and used to redeem Bonds as provided in subsection (f).

(b) If any of the insurance monies paid by the insurance company as hereinabove provided remain after the completion of such repairs, restoration, replacement or rebuilding, and this Lease has not been terminated, the excess shall be retained by the Company. Completion of such repairs, restoration, replacement or rebuilding shall be evidenced by a certificate of completion in accordance with the provisions of **Section 4.5** hereof. If the Net Proceeds are insufficient to pay the entire cost of such repairs, restoration, replacement or rebuilding, the Company shall pay the deficiency.

(c) Except as otherwise provided in this Lease, in the event of any such damage by fire or any other casualty, the provisions of this Lease shall be unaffected and the Company shall remain and

continue liable for the payment of all Basic Rent and Additional Rent and all other charges required hereunder to be paid by the Company, as though no damage by fire or any other casualty has occurred.

(d) The City and the Company agree that they will cooperate with each other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of, or for the collection of any insurance monies that may be due in the event of, any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

(e) The Company agrees to give prompt notice to the City and the Trustee with respect to all fires and any other casualties occurring in, on, at or about the Project Site which damages a material portion of the Project.

(f) If the Company determines that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, or if the Company does not have the right under any Mortgage to use any Net Proceeds for repair or restoration of the Project, any Net Proceeds of casualty insurance required by **Article VII** hereof received with respect to such damage or loss shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same become due, all subject to rights of any Lender under a Mortgage (if any). The Company agrees to be reasonable in exercising its judgment pursuant to this subsection (f). Alternatively, if the Company is the sole owner of the Bonds and it has determined that rebuilding, repairing, restoring or replacing the Project is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the casualty insurance, and retain such proceeds for its own account.

(g) The Company shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed or is being repaired, rebuilt, restored or replaced, nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease or of any other obligations of the Company under this Lease except as expressly provided in this Section.

Section 9.2. Condemnation.

(a) If during the Lease Term, title to, or the temporary use of, all or any part of the Project is condemned by or sold under threat of condemnation to any authority possessing the power of eminent domain, to such extent that the claim or loss resulting from such condemnation is greater than $1,000,000, the Company shall, within 90 days after the date of entry of a final order in any eminent domain proceedings granting condemnation or the date of sale under threat of condemnation, notify the City, the Trustee, and any Lender under a Mortgage (if any) in writing as to the nature and extent of such condemnation or loss of title and whether it is practicable and desirable to acquire or construct substitute improvements.

(b) If the Company determines that such substitution is practicable and desirable, the Company shall proceed promptly with and complete with reasonable dispatch the acquisition or construction of such substitute improvements, so as to place the Project in substantially the same condition as existed before the exercise of the said power of eminent domain, including the acquisition or construction of other improvements suitable for the Company's operations at the Project (which improvements will be deemed a part of the Project and available for use and occupancy by the Company

without the payment of any rent other than herein provided, to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements will be acquired by the City subject to no liens, security interests or encumbrances before the lien and/or security interest afforded by the Indenture and this Lease other than Permitted Encumbrances. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings, or of the sale proceeds, shall be applied in the same manner as provided in **Section 9.1** hereof (with respect to the receipt of casualty insurance proceeds).

(c) If the Company determines that it is not practicable or desirable to acquire or construct substitute improvements, any Net Proceeds of condemnation awards received by the Company shall, after payment of all Additional Rent then due and payable, be paid into the Bond Fund and shall be used to redeem Bonds on the earliest practicable redemption date or to pay the principal of any Bonds as the same becomes due and payable, provided that if the Company is the sole owner of the Bonds and it has determined that acquiring and constructing substitute improvements is not practicable or desirable, it may tender Bonds to the Trustee for cancellation in a principal amount equal to the Net Proceeds of the condemnation awards, and retain such proceeds for its own account, all subject to the rights of any Lender under a Mortgage (if any).

(d) The Company shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement from the City, the Trustee or the Owners or to any abatement or diminution of the rentals payable by the Company under this Lease nor of any other obligations hereunder except as expressly provided in this Section.

(e) The City shall cooperate fully with the Company in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof, and shall, to the extent it may lawfully do so, permit the Company to litigate in any such proceeding in the name and on behalf of the City. In no event will the City voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Company.

Section 9.3. Bondowner Approval; Application of Article.

(a) Notwithstanding anything to the contrary contained in this **Article IX**, the proceeds of any insurance received subsequent to a casualty or of any condemnation proceedings (or threats thereof) may prior to the application thereof by the City or the Trustee be applied as directed by the Owners of 100% of the principal amount of Bonds (or Subseries, as applicable) Outstanding, subject and subordinate to the rights of the City and the Trustee to be paid all their expenses (including attorneys' fees, trustee's fees and any extraordinary expenses of the City and the Trustee) incurred in the collection of such gross proceeds.

(b) For purposes of application of this **Article IX** with respect to any Assigned Property, references to the Project shall mean the portion thereof located on the Assigned Property, references to the Project Fund and Bond Fund shall mean the Subaccounts created for the Subseries relating to such Assigned Property, references to the Bonds shall mean the applicable Subseries and references to the Company shall mean the Partial Assignee. If any portion of the Project Site has become Assigned Property, application of this **Article IX** to the remainder of the Project Site with respect to which the original Company maintains rights and obligations shall occur separately from the Assigned Property and the Subaccounts and Subseries relating to the Assigned Property.

ARTICLE X

SPECIAL COVENANTS

Section 10.1. No Warranty of Condition or Suitability by the City; Exculpation and Indemnification. The City makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Company's purposes or needs. The Company releases the City and the Trustee from, agrees that the City and the Trustee shall not be liable for and agrees to hold the City and the Trustee harmless against, any loss or damage to property or any injury to or death of any Person that may be occasioned by any cause whatsoever pertaining to the Project or the Company's use thereof, unless such loss is the result of the City's or the Trustee's gross negligence or willful misconduct. This provision shall survive termination of this Lease.

Section 10.2. Surrender of Possession. Upon accrual of the City's right of re-entry to the extent provided in **Section 12.2(b)** hereof, the Company shall peacefully surrender possession of the Project to the City in good condition and repair; provided, however, the Company may within 90 days (or such later date as the City may agree to) after the termination of this Lease remove from the Project Site any buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Company, and during said 90-day (or extended) period the Company shall bear the sole responsibility for and bear the sole risk of loss for said buildings, improvements, furniture, trade fixtures, machinery and equipment owned by the Company and not constituting part of the Project. All buildings, improvements, furniture, trade fixtures, machinery and equipment not subject to the Base Lease and which are not so removed from the Project before the expiration of said period shall be the separate and absolute property of the City for the term of the Base Lease.

Section 10.3. City's Right of Access to the Project. The Company agrees that the City and the Trustee and their duly authorized agents shall have the right at reasonable times during business hours, subject to 24 hours' advance written notice and the Company's usual safety and security requirements, to enter upon the Project Site (a) to examine and inspect the Project without interference or prejudice to the Company's operations, (b) as may be reasonably necessary to cause to be completed the purchase and installation provided for in **Section 4.2** hereof, (c) performing such work in and about the Project Site made necessary by reason of the Company's default under any of the provisions of this Lease, and (d) exhibiting the Project to prospective purchasers, lessees or trustees.

Section 10.4. Granting of Easements; Mortgages and Financing Arrangements.

(a) Subject to **Sections 10.4(b)** and **(c)**, if no Event of Default under this Lease has happened and is continuing, the Company may at any time or times (i) grant subleases (as permitted in **Section 13.1(b)** hereof), easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements that are for the direct use of the Project, or part thereof, by the grantee, (ii) release or terminate existing subleases, easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Company shall determine, (iii) incur Permitted Encumbrances, or (iv) plat or replat or otherwise subdivide the Project Site in accordance with City Code. The Company may take such actions and may execute any applicable documents in the Company's own name. No separate signature of or authorization

from the City shall be required for the execution and delivery of any such document, although the City agrees to execute and deliver such confirming documents as are described below, under the procedures described below, if the Company chooses to make such a request. All third parties entering into agreements with the Company or receiving delivery of or the benefit of such agreements or documents shall be entitled to rely upon the same as having been executed and delivered by the City, unless such third party has actual or constructive notice, expressly in writing, that the agency herein granted by the City to the Company has been terminated by the City because of an uncured Event of Default hereunder. The City agrees that it will execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant, release or terminate any such sublease, easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the City and the Trustee of: (i) a copy of the instrument of grant, release or termination or of the agreement or other arrangement, (ii) a written application signed by an Authorized Company Representative requesting such instrument, and (iii) a certificate executed by an Authorized Company Representative stating that such grant or release is not detrimental to the proper conduct of the business of the Company, will not impair the effective use or interfere with the efficient and economical operation of the Project, will not materially adversely affect the security intended to be given by or under the Indenture and will be a Permitted Encumbrance. If no Event of Default has happened and is continuing beyond any applicable grace period, any payments or other consideration received by the Company for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Company; but, subject to **Sections 10.4(b)** and **(c)**, upon (i) termination of this Lease for any reason other than the redemption of the Bonds and/or the purchase of the Project by the Company or (ii) the occurrence and continuance of an Event of Default by the Company, all rights then existing of the Company with respect to or under such grant shall inure to the benefit of and be exercisable by the City and the Trustee.

(b) The City acknowledges and agrees that the Company may finance and refinance the Company's rights and interests in the Project, the fee estate in the Project Site, the Base Lease, this Lease, and the leasehold estates created thereby with prior notice to but without the consent of the City, provided and upon condition that a duplicate original or certified copy or photostatic copy of each such Mortgage, and the note or other obligation secured thereby, is delivered to the City within thirty (30) days after the execution thereof. In connection therewith, the Company shall have the right to assign the Company's interests in the Base Lease, this Lease, the leasehold estates, any sublease, and any rights in connection therewith, and/or grant liens or security interests therein, to any Lender. Any further sublease or assignment by any Lender shall be subject to the provisions of **Section 13.1**.

(c) With respect to a future Mortgage, upon notice by the Company to the City in writing that it has executed a Mortgage under which it has granted rights in this Lease to a Lender which includes the name and address of such Lender, the following provisions shall apply in respect of each such Lender:

(1) there shall be no merger of this Lease or of the leasehold estate created hereby with the interests created under the Base Lease or with the fee title to the Project, notwithstanding that such interests may be shall be owned by the same Person or Persons, without the prior written consent of such Lender;

(2) the City shall serve upon each such Lender (at the address, if any, provided to the City) a copy of each notice of the occurrence of an Event of Default and each notice of termination given to the Company under this Lease, at the same time as such notice is served upon the Company. No such notice to the Company shall be effective unless a copy thereof is thus served upon each Lender (at the address, if any, provided to the City);

(3) each Lender shall have the same period of time which the Company has, after the service of any required notice upon it, within which to remedy or cause to be remedied any payment default under this Lease which is the basis of the notice plus thirty (30) days, and the City shall accept performance by such Lender as timely performance by the Company;

(4) the City may exercise any of its rights or remedies with respect to any other Event of Default by the Company, subject to the rights of each Lender under this **Section 10.4(c)** as to such other events of default;

(5) upon the occurrence and continuance of an Event of Default by the Company under this Lease, other than a default in the payment of money, the City shall take no action to effect a termination of this Lease by service of a notice or otherwise, without first giving notice thereof to each such Lender and permitting such Lender (or its designee, nominee, assignee, or transferee) a reasonable time within which to remedy such default in the case of an Event of Default which is susceptible of being cured (provided that the period to remedy such event of default shall continue beyond any period set forth in the Lease to effect said cure so long as the Lender (or its designee, nominee, assignee, or transferee) is diligently prosecuting such cure); provided that the Lender (or its designee, nominee, assignee, or transferee) shall pay or cause to be paid to the City and the Trustee all expenses, including reasonable counsel fees, court costs and disbursements incurred by the City or the Trustee in connection with any such default; and

(6) such Lenders (and their designees, nominees, assignees, or transferees) shall have the right to enter, possess and use the Project at such reasonable times and manner as are necessary or desirable to effectuate the remedies and enforce their respective rights under the Mortgage(s).

(d) In connection with the execution of one or more Mortgages, upon the request of the Company, the City agrees to execute such documents as shall be reasonably requested by a Lender and which are usual and customary in connection with the closing of the financing or refinancing pursuant to the Mortgage, *provided that,* notwithstanding anything in this **Section 10.4** or elsewhere in this Lease, the City shall not be required to sign any document requiring it to undertake any duties or payment obligations or make any representations other than those representations agreed to by the City in its sole discretion. The Company agrees to reimburse the City for any and all costs and expenses incurred by the City pursuant to this Section, including reasonable attorneys' fees and expenses, in complying with such request.

(e) This Lease and the Base Lease are subject to any Mortgage.

(f) Notwithstanding anything contained to the contrary in this Lease, (a) the Company shall have the right to assign its interests under the Base Lease, this Lease and any subleases to a Lender or to the designee or nominee of a Lender, without the consent of the City, and (b) if a Lender or its designee or nominee shall acquire ownership of the leasehold estate, either following foreclosure of the applicable Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof, said Lender or its designee or nominee shall have the further right to further assign such interests and any purchase money mortgage accepted in connection therewith, without the consent of the City and such assignee shall enjoy all rights, powers and privileges granted herein to said Lender; provided, however, that such Lender or its assignee or nominee, or their assignee or nominee, shall assume in writing all rights, duties and obligations of the Company under the Base Lease and this Lease.

(g) During the term of any Mortgage, the following provisions shall apply:

(i) this Lease may not be modified, amended, canceled or surrendered by agreement between the City and the Company, without the prior written consent of the applicable Lender;

(ii) if this Lease shall terminate prior to the expiration of the Lease Term, the City shall enter into a new lease for the Project with the applicable Lender or its designee or nominee, for the remainder of the Lease Term, effective as of the date of such termination, at the same rent and upon the same terms, covenants and conditions contained herein, except that such new lease shall not guarantee possession of the Project to the new tenant as against the Company and/or anyone claiming under the Company, and the City, simultaneously with the execution and delivery of such new lease, shall turn over to the new tenant all monies, if any, then held by the City under the Lease on behalf of the Company, on condition that:

(A) The applicable Lender shall make written request for such new lease within thirty (30) days after the date of such termination, and

(B) on the commencement date of the term of the new lease, the applicable Lender shall cure all defaults of the Company under the Lease (susceptible of being cured by such Lender) which remain uncured on that date, and shall pay or cause to be paid all unpaid sums which at such time would have been payable under this Lease but for such termination, and shall pay or cause to be paid to the City on that date all fees, costs, charges and expenses, including, without limitation, reasonable counsel fees, court costs and disbursements, incurred by the City or the Trustee in connection with any such default and termination as well as in connection with the execution and delivery of such new lease;

(iii) if a Lender or its designee or nominee shall become the owner of this Lease either following foreclosure of a Mortgage or in liquidation of the indebtedness and in lieu of foreclosure thereof and said Lender or its designee or nominee shall have assigned this Lease, said Lender or its designee or nominee so assigning shall be released from all liability accruing from and after the date of such assignment.

(h) The City agrees that any requested consent or signature of the City to any Mortgage under this Section (including any related document, including but not limited to documents subordinating the City's fee interest in the Project Site or any portion thereof to a Mortgage) may be given by the City Manager, in his or her discretion, without further approval of the City Council.

Section 10.5. Indemnification of City and Trustee. The Company shall indemnify and save and hold harmless the City and the Trustee and their governing body members, officers, agents and employees (collectively, the "Indemnified Parties") from and against all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, by or on behalf of any person, firm or corporation arising from the issuance of the Bonds and the execution of this Lease, the Indenture or any other documents entered into in connection with the Bonds and from the conduct or management of, or from any work or thing done in or on the Project during the Lease Term, and against and from all claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, arising during the Lease Term from (a) any condition of the Project, (b) any breach or default on the part of the Company in the performance of any of its obligations under this Lease or any related document, (c) any contract entered into by the Company in connection with the purchase, construction, extension or improvement of the Project (including any failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended, with respect to such contract), (d) any act of negligence of the Company or of any of its agents,

contractors, servants, employees or licensees, (e) unless the Company has been released from liability pursuant to **Section 13.1**, any act of negligence of any assignee or sublessee of the Company, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Company, (f) obtaining any applicable state and local sales and use tax exemptions for materials or goods that become part of the Project, and (g) any claim relating to the presence on, escape or removal from the Project during the term of the Lease of any hazardous substance or other material regulated by any applicable Environmental Law, or compliance with any applicable Environmental Law, whether such claim arises before, during or after the term of this Lease, including claims relating to personal injury or damage to property; provided, however, the indemnification contained in this **Section 10.5** shall not extend to (i) the City if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of work being performed at the Project by employees of the City or the result of negligence or willful misconduct by the City (unless relating to a failure to comply with Section 107.170 of the Missouri Revised Statutes, as amended), (ii) the Trustee if such claims, demands, costs, liabilities, damages or expenses, including attorneys' fees, are the result of the negligence or willful misconduct of the Trustee or (iii) the City or the Trustee, as applicable, for any claim relating to the failure of such party to perform its obligations under this Lease or the Indenture. Upon notice from the City or the Trustee, the Company shall defend them or either of them in any such action or proceeding. This **Section 10.5** shall survive any termination of this Lease or the satisfaction and discharge of the Indenture.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel satisfactory to the Indemnified Parties, the payment of all reasonable expenses and the right to negotiate and consent to settlement. If the Company shall have wrongfully failed to assume the defense of such action, the reasonable fees and expenses of counsel retained by the Indemnified Party shall be paid by the Company. If any of the Indemnified Parties is advised by counsel retained by the Company to defend such action that there may be legal defenses available to it which are adverse to or in conflict with those available to the Company or any other Indemnified Party, and that the defense of such Indemnified Party should be handled by separate counsel, the Company shall not have the right to assume the defense of such Indemnified Party, but shall be responsible for the reasonable fees and expenses of counsel retained by such Indemnified Party in assuming its own defense. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but except as otherwise set forth in this Section, the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, the provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

Section 10.6. Depreciation, Investment Tax Credit and Other Tax Benefits. The City agrees that any depreciation, investment tax credit or any other tax benefits with respect to the Project or any part thereof shall be made available to the Company, and the City will fully cooperate with the Company in any effort by the Company to avail itself of any such depreciation, investment tax credit or other tax benefits.

Section 10.7. Company to Maintain its Corporate Existence. The Company agrees that until the Bonds are paid or payment is provided for in accordance with the terms of the Indenture, it will maintain its corporate existence, and will not dissolve or otherwise dispose of all or substantially all of its assets; provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States) or permit one or more other domestic corporations to consolidate with or merge into it, or may sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation either (A) becomes, in connection with the consolidation, merger or sale of assets becomes the Owner of 100% in principal amount of the Bonds (or Subseries, if this Section is being applied to a Partial Assignee or to Owner following an assignment to a Partial Assignee) outstanding and expressly assumes in writing all of the obligations of the Company contained in this Lease, or (B) if not the Owner of 100% in principal amount of the Bonds (or Subseries, if this Section is being applied to a Partial Assignee or to Owner following an assignment to a Partial Assignee) outstanding, expressly assumes in writing all the obligations of the Company contained in this Lease; and, further provided, that if not the Owner of 100% in principal amount of the Bonds (or Subseries, if this Section is being applied to a Partial Assignee or to Owner following an assignment to a Partial Assignee) outstanding, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least (i) equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer, or (ii) $50,000,000. The term "net worth," as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of **Section 13.1** hereof to the extent applicable.

Section 10.8. Security Interests. At the written request of the Owner of the Bonds, the City and the Company agree to enter into all instruments (including financing statements and statements of continuation) necessary for perfection of and continuance of the perfection of the security interests of the City and the Trustee in the Project. Upon the written instructions of the Owner of the Bonds, the Trustee, at the Company's expense, shall file all instruments the Owner of the Bonds shall deem necessary to be filed. The Trustee shall, pursuant to **Section 805** of the Indenture, file continuation statements of originally filed financing statements for so long as the Bonds shall be Outstanding provided a copy of such originally financing statements is timely delivered to the Trustee. The City and the Company shall cooperate with the Trustee in this regard by executing such continuation statements and providing such information as the Trustee may require to renew such liens.

ARTICLE XI

OPTION AND OBLIGATION TO PURCHASE THE PROJECT

Section 11.1. Option to Purchase the Project. The Company shall have, and is hereby granted, the option to purchase the City's interests in the Base Lease and the Project at any time, upon payment in full of all Bonds then outstanding or provision for their payment having been made pursuant to **Article XIII** of the Indenture. To exercise such option the Company shall give written notice to the City and to the Trustee, and shall specify therein the date of closing such purchase, which date shall be not less than 15 nor more than 90 days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, the Company shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption. Notwithstanding the forgoing, if the City or the Trustee provides notice of its intent to exercise its remedies hereunder (a "Remedies Notice"), the Company shall be deemed to have exercised its repurchase option under this

Section on the 29th day following the issuance of the Remedies Notice without any further action by the Company; provided said notice has not been rescinded by such date (such option to take place on the 29th day following the issuance of the Remedies Notice). The Company may rescind such exercise by providing written notice to the City and the Trustee on or prior to the 29th and by taking such action as may be required to cure the default that led to the giving of the Remedies Notice. The purchase price payable by the Company in the event of its exercise of the option granted in this Section shall be the sum of the following:

(a) an amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to redeem all the then outstanding Bonds on the earliest redemption date next succeeding the closing date, including, without limitation, principal and interest to accrue to said redemption date and redemption expense; plus

(b) an amount of money equal to the Trustee's reasonable fees, charges and expenses under the Indenture accrued and to accrue until such redemption of the Bonds; plus

(c) an amount of money equal to all payments due and payable pursuant to **Article VI** hereof through the end of the calendar year in which the date of purchase occurs; plus

(d) the sum of $100.00.

At its option, to be exercised at least 5 days prior to the date of closing such purchase, the Company may deliver to the Trustee for cancellation Bonds not previously paid, and the Company shall receive a credit against the purchase price payable by the Company in an amount equal to 100% of the principal amount of the Bonds so delivered for cancellation, plus the accrued interest thereon.

Any portion of the Project (and the related portion of the City's interests under the Base Lease) *may* be purchased pursuant to this Section by payment of the purchase price described above, provided that such purchase price shall be calculated with respect to the portion of the Bonds attributable to the costs requisitioned for such portion of the Project and the Trustee's fees then due and owing with respect to the Bonds or Subseries to which the purchased portion of the Project relates. ***Additionally, each portion of the Project for which a Certificate of Occupancy has been issued by the City shall be purchased in accordance with the terms of this paragraph no later than the date that is 60 days (or the next Business Day if such date is not a business day) after the issuance of such Certificate of Occupancy by the City; provided that if a Certificate of Occupancy is issued in October or November of a given year, the mandatory purchase date shall be December 1 of such year.***

Section 11.2. Conveyance of the Project. At the closing of the purchase of the City's interests in the Base Lease and the Project pursuant to this Article, the City will upon receipt of the purchase price deliver to the Company the following: documents executed by the City that terminate the Base Lease and this Lease and appropriate terminations of financing statements as required under the Uniform Commercial Code.

Section 11.3. Relative Position of Option and Indenture. The options and obligation to purchase the City's interests in the Base Lease and the Project granted to the Company in this Article shall be and remain prior and superior to the Indenture and may be exercised whether or not the Company is in default under this Lease, provided that such default will not result in nonfulfillment of any condition to the exercise of any such option and further provided that all options herein granted shall terminate upon the termination of this Lease.

Section 11.4. Obligation to Purchase the Project. As additional consideration for the Company's use of the Project, the Company hereby agrees to purchase, and the City hereby agrees to sell, the City's interests in the Base Lease and the Project upon the occurrence of (a) the expiration of the Lease Term following full payment of the Bonds or provision for payment thereof having been made in accordance with the provisions of the Indenture, and (b) the final payments due under **Article VI** of this Lease. The amount of the purchase price under this Section shall be $100 plus an amount sufficient to redeem all the then Outstanding Bonds, plus accrued interest and the reasonable fees and expenses of the City and the Trustee.

Section 11.5. Application of Article. For purposes of application of this **Article XI** with respect to any Assigned Property, references to the Project shall mean the portion thereof located on the Assigned Property, references to the Project Site shall mean the Assigned Property, references to the Bond Fund shall mean the Subaccount created for the Subseries relating to such Assigned Property, references to the Bonds shall mean the applicable Subseries, references to the Company shall mean the Partial Assignee and references to other fees to be paid under this Lease shall mean such portion of such fees as are attributable to the Assigned Property and the Subseries. If any portion of the Project Site has become Assigned Property, application of this **Article XI** to the remainder of the Project Site with respect to which the original Company maintains rights and obligations shall occur separately from the Assigned Property and the Subaccounts and Subseries relating to the Assigned Property.

ARTICLE XII

DEFAULTS AND REMEDIES

Section 12.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "Event of Default" or "default" under this Lease:

(a) Default in the due and punctual payment of Basic Rent for a period of 5 days following written notice to the Company by the City or the Trustee; or

(b) Default in the due and punctual payment of Additional Rent for a period of 30 days following written notice to the Company by the City or the Trustee or the Owners of 25% in aggregate principal amount of all Bonds (or Subseries, as applicable) Outstanding; provided, however, at any time the Company is the owner of 100% in aggregate principal amount of all Bonds (or Subseries, as applicable) Outstanding, said notice must also have been given to the Owner of 100% in aggregate principal amount of all Bonds (or Subseries, as applicable) Outstanding or it shall not be effective; or

(c) Default in the due observance or performance of any other covenant, agreement, obligation or provision of this Lease or the Base Lease on the Company's part to be observed or performed, and such default shall continue for 30 days after the City or the Trustee or the Owners of 25% in aggregate principal amount of all Bonds (or Subseries, as applicable) Outstanding has given the Company written notice specifying such default (or such longer period as shall be reasonably required to cure such default provided that (1) the Company has commenced such cure within said 30-day period, and (2) the Company diligently prosecutes such cure to completion) provided, however, at any time the Company is the owner of 100% in aggregate principal amount of all Bonds (or Subseries, as applicable) Outstanding, said notice must also have

been given to the Owner of 100% in aggregate principal amount of all Bonds (or Subseries, as applicable) Outstanding or it shall not be effective; or

(d) The Company: (1) admits in writing its inability to pay its debts as they become due; or (2) files a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the Bankruptcy Code as now or in the future amended or any other similar present or future federal or state statute or regulation, or files a pleading asking for such relief; or (3) make an assignment for the benefit of creditors; or (4) consents to the appointment of a trustee, receiver or liquidator for all or a major portion of its property or fails to have the appointment of any trustee, receiver or liquidator made without the Company's consent or acquiescence, vacated or set aside; or (5) is finally adjudicated as bankrupt or insolvent under any federal or state law; or (6) is subject to any proceeding, or suffers the entry of a final and non-appealable court order, under any federal or state law appointing a trustee, receiver or liquidator for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, as now or in the future amended, which order or proceeding, if not consented to by it, is not dismissed, vacated, denied, set aside or stayed within 90 days after the day of entry or commencement; or (7) suffers a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside; or

(e) the Company vacates, abandons, ceases operations, fails to occupy or is ejected from the Project Site or any material portion thereof, and the same remains uncared for or abandoned for a period of 90 days; or

(f) the Company fails to construct the Project as a Permitted Facility within the term of this Lease.

With regard to any alleged default concerning which notice is given to the Company under the provisions of this Section, the City hereby grants the Company full authority for account of the City to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the City, with full power to do any and all things and acts to the same extent that the City could do and perform any such things and acts in order to remedy such default.

Section 12.2. Remedies on Default. If any Event of Default referred to in **Section 12.1** hereof has occurred and continues beyond the period provided to cure, then the City may at the City's election (subject, however, to any restrictions against acceleration of the maturity of the Bonds or termination of this Lease in the Indenture), then or at any time thereafter, and while such default continues, take any one or more of the following actions:

(a) cause all amounts payable with respect to the Bonds for the remainder of the term of this Lease to become due and payable after giving ten (10) days prior written notice thereof to the Company, as provided in the Indenture; or

(b) give the Company written notice of the City's intention to terminate this Lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the Owners shall tender or be deemed to have tendered the outstanding principal amount of the Bonds for cancellation with

instruction that such tender is in lieu of payment in accordance with **Section 11.1** hereof and this Lease shall thereupon be terminated, and the City will promptly convey the Project in accordance with **Section 11.2** hereof.

Section 12.3. Survival of Obligations. The Company covenants and agrees with the City and Owners that those of its obligations under this Lease which by their nature require performance after the end of the term of this Lease, or which are expressly stated herein as intended to survive expiration or termination of this Lease, shall survive the cancellation and termination of this Lease, for any cause.

Section 12.4. Performance of the Company's Obligations by the City. If the Company shall fail to keep or perform any of its obligations as provided in this Lease in the making of any payment or performance of any obligation, then the City, or the Trustee in the City's name, may (but shall not be obligated so to do) upon the continuance of such failure on the Company's part for 30 days after written notice of such failure is given the Company by the City or the Trustee, and without waiving or releasing the Company from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all reasonable sums so paid by the City or the Trustee and all incidental reasonable costs and expenses incurred by the City or the Trustee (including, without limitation, attorneys' fees and expenses) in performing such obligations shall be deemed Additional Rent and shall be paid to the City or the Trustee on demand, and if not so paid by the Company, the City or the Trustee shall have the same rights and remedies provided for in **Section 12.2** hereof in the case of default by the Company in the payment of Basic Rent.

Section 12.5. Rights and Remedies Cumulative. The rights and remedies reserved by the Trustee, the City and the Company hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Trustee, the City and the Company shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. In no event shall the Company be subject to any order, whether by specific performance, injunction or otherwise, that would require the Company to proceed with the development of the Project.

Section 12.6. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by the Company of any covenant, agreement or undertaking by the Company, the Trustee or the City may nevertheless accept from the Company any payment or payments hereunder without in any way waiving the Trustee or the City's right to exercise any of its rights and remedies provided for herein with respect to any such breach or breaches of the Company which were in existence at the time such payment or payments were accepted by the Trustee or the City.

Section 12.7. Trustee's Exercise of the City's Remedies. Whenever any Event of Default shall have occurred and be continuing, the Trustee may, but except as otherwise provided in the Indenture shall not be obliged to, exercise any or all of the rights of the City under this Article, upon notice as required of the City unless the City has already given the required notice. In addition, the Trustee shall have available to it all of the remedies prescribed by the Indenture.

Section 12.8. Application of Article. If any portion of the Project Site has been assigned pursuant to an Assignment and Assumption Agreement, this **Article XII** and the rights and obligations hereunder shall be applied individually with respect to each Assigned Property, Subseries, and Partial

Assignee. Each "Event of Default" or "default" shall be individual to the particular Assigned Property, Subseries, and Partial Assignee and shall not create an "Event of Default" or "default" with respect to any other Assigned Property, Subseries, or Partial Assignee. If any portion of the Project Site has become Assigned Property, application of this Article to the remainder of the Project Site with respect to which the original Company maintains rights and obligations shall occur separately from the Assigned Property and the Subaccounts and Subseries relating to the Assigned Property.

ARTICLE XIII

ASSIGNMENT AND SUBLEASE

Section 13.1. Assignment; Sublease.

(a) The Company may assign, transfer, encumber or dispose of this Lease or any interest therein or part thereof for any lawful purpose under the Act. With respect to any assignment, the Company shall comply with the following conditions:

(1) Such assignment shall be in writing, duly executed and acknowledged by the assignor and in proper form for recording;

(2) Such assignment shall include the entire then unexpired term of this Lease and shall include an assignment of the Company's rights and obligations under the Base Lease for the entire then unexpired term of the Base Lease; and

(3) A duplicate original of such assignment shall be delivered to the City and the Trustee within 10 days after the execution thereof, together with an assumption agreement, duly executed and acknowledged by the assignee in proper form for recording, by which the assignee shall assume all of the terms, covenants and conditions of this Lease on the part of the Company to be performed and observed.

(b) The Company shall have the right to sublet all or any part of the Project to a single entity for any lawful purpose under the Act. The Company shall, within 10 days after the delivery thereof, furnish or cause to be furnished to the City and the Trustee a true and correct copy of each such sublease. Any sublease may provide, at the Company's option, that the City's consent shall not be required in respect of any further subletting thereunder if such further subletting is for a similar purpose as the original sublease and is for a purpose permissible under the Act. Notwithstanding the foregoing, the Company may, in the ordinary course of its business, and without the prior approval of, or notice to, the City, enter into leases or subleases with one or more persons or entities for the various parcels, units or space within the Project to be used for purposes commonly associated with the use of a Permitted Facility.

(c) Notwithstanding the foregoing, the right of the Company to assign or sublease (excluding subleases as contemplated in the last section of subsection (b), above) any interests in this Lease without the prior written consent of the City shall only apply to assignments made (A) to any entity whose long-term debt, or the long-term debt of an entity controlled by, under common control with or controlling such entity has at least a rating in any of the top three long term debt rating categories by any nationally recognized rating agency; (B) so long as the Company shall remain secondarily liable, to any entity; or (C) to an entity controlled by or under common control with or controlling the Company, so long as such entity has a net worth of at least $10,000,000 at the time of such assignment or sublease. For any

proposed assignment or transfer, other than those specifically set forth in this Lease, the Company may assign or transfer any interests in this Lease to any entity or person with the City's prior written consent, and such consent shall not be unreasonably withheld, conditioned or delayed. The City shall have the right to grant or withhold its consent to such proposed assignment or transfer in its reasonable discretion after inquiry and the delivery of information by the Company to the City as to whether the proposed assignee or transferee has sufficient financial wherewithal and experience to complete the Project according to the terms of this Lease or any other agreement related to the issuance of the Bonds. If and to the extent that the Company and/or the proposed assignee reasonably demonstrates to the City that the proposed assignee has sufficient experience and a net worth sufficient to complete the Project, then it shall not be deemed "reasonable" for the City to withhold its consent to such proposed assignment or sublease. Any assignee of all the rights of the Company shall agree to be bound by the terms of this Lease and any other documents related to the issuance of the Bonds. Upon such assignment of all the rights of the Company and agreement by the assignee to be bound by the terms of this Lease, the Base Lease and any other documents related to the Bonds, the Company shall be released from and have no further obligations under this Lease or any agreement related to the issuance of the Bonds.

(d) In addition to the assignments permitted in subsections (a), (b), and (c) of this Section, the Company may assign all of its rights and obligations under the Base Lease, this Lease and the Bond Purchase Agreement with respect to any portion of the Project Site, pursuant to an Assignment and Assumption Agreement in the form attached to this Lease as **Exhibit D** to this Lease, provided that the City acknowledges and consents to such assignment by executing the signature page provided in **Exhibit D**. In connection with any such assignment, the Company shall deliver a completed copy of the Assignment and Assumption Agreement at least 15 days prior to the proposed effective date of such Assignment and Assumption Agreement. The City shall not unreasonably delay, condition or withhold consent to any such assignment. The City agrees that the City Manager, in his discretion, may execute any such acknowledgment and consent on behalf of the City and that the City Clerk (or Interim City Clerk) may attest and affix the seal of the City. Upon full execution of the Assignment and Assumption Agreement (including the City's acknowledgment and consent page), the Company shall be released from all duties, obligations and liabilities under the Base Lease, this Lease, the Bond Purchase Agreement and Indenture with respect to the Assigned Property that arise or accrue from and after the effective date of the Assignment and Assumption Agreement.

(e) The City agrees that any requested consent or signature of the City to any sublease or assignment under this Article, including any related document, may be given by the City Manager, in his or her discretion, without further approval of the City Council.

(f) In accordance with any assignment of the Company's interests in the Base Lease permitted under this Section, the City agrees to accept any such assignee as landlord under the Base Lease and to be bound to such assignee by the provisions of the Base Lease to the extent so assigned.

Section 13.2. Assignment of Revenues by City. The City shall assign and pledge any rents, revenues and receipts receivable under this Lease, to the Trustee pursuant to the Indenture as security for payment of the principal of, interest and premium, if any, on the Bonds and the Company hereby consents to such pledge and assignment. The City and the Company recognize that the Trustee is a third party creditor beneficiary of this Lease.

Section 13.3. Restrictions on Sale or Encumbrance of Project by City. During this Lease Term, the City agrees that, except to secure the Bonds to be issued pursuant to the Indenture (an except in accordance with **Section 10.4**), it will not sell, assign, encumber, transfer or convey the Project or any

interest therein, but may assign its interest in and pledge any moneys receivable under this Lease to the Trustee pursuant to the Indenture as security for payment of the principal of and interest on the Bonds.

ARTICLE XIV

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 14.1. Amendments, Changes and Modifications. Except as otherwise provided in this Lease or in the Indenture, subsequent to the issuance of Bonds and prior to the payment in full of the Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Lease may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the Trustee, given in accordance with the provisions of the Indenture.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.1. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be governed by **Section 1403** of the Indenture. Notices with respect to Assigned Property shall be given to the appropriate Partial Assignee.

Section 15.2. City Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that the City shall, may or must give its approval or consent, or execute supplemental agreements or schedules, the City shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements or schedules; provided, however, that nothing in this Lease shall be interpreted to affect the City's rights to approve or deny any additional project or matter unrelated to the Project subject to zoning, building permit or other regulatory approvals by the City.

Section 15.3. Net Lease. The parties hereto agree (a) that this Lease shall be deemed and construed to be a net lease, (b) that the payments of Basic Rent are designed to provide the City and the Trustee funds adequate in amount to pay all principal of and interest accruing on the Bonds as the same become due and payable, (c) that to the extent that the payments of Basic Rent are not sufficient to provide the City and the Trustee with funds sufficient for the purposes aforesaid, the Company shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money, in cash, as may from time to time be required for such purposes, and (d) that if after the principal of and interest on the Bonds and all costs incident to the payment of the Bonds (including the fees and expenses of the City and the Trustee) have been paid in full the Trustee or the City holds unexpended funds received in accordance with the terms hereof such unexpended funds shall, after payment therefrom of all sums then due and owing by the Company under the terms of this Lease, and except as otherwise provided in this Lease and the Indenture, become the absolute property of and be paid over forthwith to the Company.

Section 15.4. Limitation on Liability of City. No provision, covenant or agreement contained in this Lease, the Indenture or the Bonds, or any obligation herein or therein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 15.5. Governing Law. This Lease shall be construed in accordance with and governed by the laws of the State of Missouri.

Section 15.6. Binding Effect. This Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 15.7. Severability. If for any reason any provision of this Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 15.8. Execution in Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 15.9. Electronic Storage. The parties hereto agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 15.10. Satisfaction of the Company's Obligations. Any obligation of the Company under this Lease, including, but not limited to, the obligations of the Company to pay Basic Rent, Additional Rent and to maintain insurance as required herein, may be performed by a member of the Company, and such performance by a member of the Company shall be treated as though the obligation were performed by the Company.

Section 15.11 Complete Agreement. THE COMPANY AND THE CITY UNDERSTAND THAT ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT THE COMPANY AND THE CITY FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS THE COMPANY AND THE CITY REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS LEASE, WHICH ARE THE COMPLETE AND EXCLUSIVE STATEMENTS OF THE AGREEMENT BETWEEN THE COMPANY AND THE CITY, EXCEPT AS THE COMPANY AND THE CITY MAY LATER AGREE IN WRITING TO MODIFY THIS LEASE.

Section 15.12. Employee Verification. The Company will comply with and satisfy the requirements of Section 285.530.2, RSMo., as amended, which requires (1) any business entity receiving tax abatement to, by sworn affidavit and provision of documentation, annually affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the business entity receiving tax abatement, and (2) every such business entity to annually sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the entity receiving tax abatement. The Company shall provide such affidavits

and documentation to the City on or before December 1 of each year during the term of this Lease, beginning December 1, 2026, and also upon execution of this Lease.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in their respective names by their duly authorized signatories, all as of the date first above written.

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Troy Anderson
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

T-L NOLAND, LLC,
a Delaware limited liability company

By:_____
Name: Richard F. Dube
Title: President

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION PRIOR TO CLOSING**]

EXHIBIT B

PROJECT IMPROVEMENTS

The Project Improvements consist of the following, to the extent paid for in whole with Bond proceeds:

The project described in the Redevelopment Agreement, consisting of remodeling and/or tearing down portions of the blighted buildings located on the Project Site and redeveloping the Project Site into a remodeled and newly constructed grocery-anchored shopping center development through remodeling of a portion of the existing improvements, demolition of a portion of the existing improvements, and construction of new commercial uses such as retail, restaurants and other uses, plus related street and other public improvements, including public improvements to be located on street right of way adjacent to the Project Site.

EXHIBIT C

FORM OF REQUISITION CERTIFICATE

Requisition No. _____
Date: _____

REQUISITION CERTIFICATE

[SUBSERIES ___**]**

TO: UMB BANK, N.A., AS TRUSTEE UNDER A TRUST INDENTURE DATED AS OF [CLOSING MONTH] 1, 2026, BETWEEN CITY OF INDEPENDENCE, MISSOURI, AND THE TRUSTEE, AND THE LEASE AGREEMENT DATED AS OF [CLOSING MONTH] 1, 2026, BETWEEN CITY OF INDEPENDENCE, MISSOURI AND T-L NOLAND, LLC.

The undersigned Authorized Company Representative hereby states and certifies that:

1. The total shown on Schedule 1 is requested to pay for Project Costs (as defined in the Indenture) of the Project Improvements. The total amount of this requisition and all prior requisitions are as follows:

Date of Each Requisition	***Amount Submitted all prior and current Requisition***
Total	

2. Said Project Costs shall be paid in whole from Bond proceeds in such amounts, to such payees and for such purposes as set forth on **Schedule 1** hereto.

3. Each of the items for which payment is requested are or were desirable and appropriate in connection with the construction and improvement of the Project (as defined in the Trust Indenture), have been properly incurred and are a proper charge against the Project Fund, and have been paid by the Company or are justly due to the Persons whose names and addresses are stated on **Schedule 1**, and have not been the basis of any previous requisition from the Project Fund.

4. As of this date, except for the amounts referred to above, to the best of my knowledge there are no outstanding disputed statements for which payment is requested for labor, wages, materials, supplies or services in connection with the construction and improvement of the Project which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof.

5. With respect to this disbursement, the Company (i) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (ii) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

[T-L NOLAND, LLC**]**
[PARTIAL ASSIGNEE**]**

By: _____
Authorized Company Representative

SCHEDULE 1 TO REQUISITION CERTIFICATE

PROJECT COSTS

Payee and Address	Description	Amount

EXHIBIT D

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	ASSIGNMENT AND ASSUMPTION AGREEMENT
DATE OF DOCUMENT:	_____ __, 20__
ASSIGNOR:	T-L NOLAND, LLC
ASSIGNOR'S MAILING ADDRESS:	c/o Tri-Land Developments, Inc. One East Oak Hill Drive #302 Westmont, IL 60559 Attn: Richard Dube
ASSIGNEE:	[**ASSIGNEE**]
ASSIGNEE'S MAILING ADDRESS:	_____ _____ _____ Attention: _____
RETURN DOCUMENTS TO:	David Martin Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See **Exhibit A**
REFERENCE DOCUMENTS:	Base Lease dated as of [Closing Month] 1, 2026, recorded with the Jackson County Recorder of Deeds on _____ ___, 2026 as Instrument No. _____. Lease Agreement dated as of [Closing Month] 1, 2026, notice of which was given by Memorandum of Lease Agreement, recorded with the Jackson County Recorder of Deeds on _____ ___, 2026 as Instrument No. _____.

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

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment"), dated as of _____ __, 20__ (the "Effective Date"), is between **T-L NOLAND, LLC**, a Delaware limited liability company (the "Assignor"), and [**Assignee**], a _____ organized and existing under the laws of the State of _____ (the "Assignee");

RECITALS:

1. The City of Independence, Missouri, is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend and improve certain projects and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. Pursuant to the Act, the City Council passed an ordinance (the "Ordinance") authorizing the City to issue its Taxable Industrial Development Revenue Bonds (Noland Fashion Square Redevelopment Project), Series 2026, in the maximum principal amount of $75,000,000 (the "Bonds"), for the purpose of improving certain real property in the City (the "Project Site"), including the construction and improvement of commercial facilities on the Project Site and certain related public improvements (the "Project Improvements").

3. Pursuant to the Ordinance, the City has entered into a (a) Base Lease (the "Base Lease") with the Assignor under which the Assignor has leased the Project Site and the Project Improvements located thereon (collectively, the "Project") to the City, (b) Lease Agreement (the "Lease") with the Assignor under which the City has agreed to lease the Project back to the Assignor in consideration of rental payments by the Assignor that will be sufficient to pay the principal of and interest on the Bonds, (c) a Trust Indenture (the "Indenture") with the bond trustee designated thereunder, pursuant to which the Bonds were issued, and (d) a Bond Purchase Agreement (the "Bond Purchase Agreement," together with the Base Lease, the Lease and the Indenture, the "Bond Documents") with the Assignor, in its role as "Company" under the Lease and in its role as "Purchaser" under the Bond Purchase Agreement, under which the Assignor has agreed to purchase the Bonds.

4. The Assignor now desires to assign to the Assignee all rights of the Assignor under the Bond Documents with respect to the real property described on **Exhibit A** hereto (the "Assigned Property"), the portion of the Project to be located on the Assigned Property, and the portion of the Bonds described herein (the "Assigned Bonds"), provided that the Assignee shall assume all duties, liabilities and obligations of the Assignor under the Bond Documents related thereto (which is also a condition of the City's consent to this Assignment).

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements contained herein, the Assignor and Assignee do represent, covenant and agree as follows:

1. Assignment. The Assignor hereby assigns to the assignee all rights of the Assignor as "Company" and as "Purchaser" under the Bond Documents, to the extent relating to the Assigned Property, the portion of the Project to be located on the Assigned Property, and the Assigned Bonds.

2. Assumption. The Assignee hereby assumes all duties, liabilities and obligations of the Assignor under the Bond Documents, whether incurred as "Company" or as "Purchaser" thereunder, to the extent relating to the Assigned Property, the portion of the Project to be located on the Assigned Property, and the Assigned Bonds.

3. Assigned Bonds. The Assignor hereby assigns $_____ maximum principal amount of the Bonds held by Assignor to Assignee. Of this amount, $_____ has been advanced to date pursuant to Section 208 of the Trust Indenture relating to the Bonds (the "Indenture"). The Assignor hereby surrenders the Bond registered in its name to the Trustee for the purpose of facilitating the issuance of Subseries pursuant to Section 206(e) of the Indenture. The Assigned Bonds transferred to the Assignee shall be registered in the name of the Assignee and designated "Subseries ___". The Assignee hereby directs the Trustee under the Indenture to hold the Assigned Bonds in safekeeping for the benefit of the Assignee.

4. Notice Address. The notice address of the Assignee, for purposes of notices to be given under the Bond Documents and **Section 1403** of the Indenture, is:

[**Assignee**]
_____
_____
Attention: _____

5. Allocation of Fees under the Lease. The Assignee shall pay as its share of Additional Rent under the Lease, the following:

(a) all reasonable fees, charges and expenses, including agent and counsel fees, of the Trustee incurred under the Indenture, this Lease, or any other document entered into in connection with the Bonds, as and when the same become due, so far as the same relate to the Assigned Bonds, including the annual fees of the Trustee for administration of the Assigned Bonds and the Subaccounts (as defined under the Indenture) relating thereto;

(b) all costs incident to the payment of the principal of and interest on the Assigned Bonds as the same becomes due and payable, including all costs and expenses in connection with the call, redemption and payment of all the Assigned Bonds;

(c) all reasonable costs which are reasonably incurred in connection with the enforcement of any rights against the Assignee or the Assigned Property or in connection with a failure of the Assignee to perform its obligations under the Lease or the Indenture by the City, the Trustee or the Bondowners, including counsel fees and expenses; and

(d) all other payments of whatever nature which Company has agreed to pay or assume under the provisions of the Lease, to the extent allocable to the Assigned Property or the Assigned Bonds (provided that costs common to the entire Project Site shall be apportioned to the Assigned Property by acreage, and further provided that the $1,000 maximum annual administration fee under **Section 6.8** of the Lease shall apply independently to each Assigned Property).

Additionally, all closing costs of this Assignment shall be paid by the Assignee, including a bond counsel fee of $3,500 and a bond trustee origination fee of $500, and the Assignee shall pay to the

Assignor an allocable share of the issuance and closing costs for the original Bonds, which is hereby agreed to be $_____.

6. Severability. If any provision of this Assignment 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.

7. Execution in Counterparts. This Assignment 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.

8. Governing Law. This Assignment shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

9. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed in their respective corporate names to be attested by their duly authorized officers, all as of the date first above written.

T-L NOLAND, LLC, a Delaware limited liability company,
as ***Assignor***

By:_____
Name:
Title:

ACKNOWLEDGMENT

STATE OF MISSOURI)
)SS.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **T-L NOLAND, LLC,** a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

[ASSIGNEE**]**, a _____ limited liability company, as ***Assignee***

By:_____
Name:
Title:

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **[**ASSIGNEE**],** a _____, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

The City of Independence, Missouri hereby acknowleges and consents to the foregoing Assignment and Assumption Agreement (the "Assignment"). The Assignor under the Assignment is hereby released from all duties, liabilities and obligations relating to the Assigned Property, the portion of the Project located thereon and the Assigned Bonds under the "Bond Documents" described in the Assignment that arise or accrue from and after the Effective Date stated in the Assignment.

CITY OF INDEPENDENCE, MISSOURI

[SEAL]

By: _____
Name:
Title: City Manager

ATTEST:

By: _____
Name:
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public, appeared _____, to me personally known, who, being by me duly sworn, did say that (s)he is the **CITY MANAGER** of the **CITY OF INDEPENDENCE, MISSOURI**, and that the seal affixed hereto is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF ASSIGNED PROPERTY

(The above space is reserved for Recorder's Certification.)

TITLE OF DOCUMENT:	BASE LEASE
DATE OF DOCUMENT:	[Closing Month] 1, 2026
GRANTOR:	T-L NOLAND, LLC
GRANTOR'S MAILING ADDRESS:	c/o Tri-Land Developments, Inc. One East Oak Hill Drive #302 Westmont, IL 60559 Attn: Richard Dube
GRANTEE:	CITY OF INDEPENDENCE, MISSOURI
GRANTEE'S MAILING ADDRESS:	20201 E. Jackson Drive Independence, MO 64057 Attention: City Manager's Office
RETURN DOCUMENTS TO:	David Martin Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See **Exhibit A**

BASE LEASE

THIS BASE LEASE (this "Base Lease") is made and entered into as of [Closing Month] 1, 2026 and shall become effective on the date of its recording (the "Effective Date"), by and between **T-L NOLAND, LLC,** a Delaware limited liability company (the "Company"), and 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").

RECITALS:

1. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended (the "Act"), to purchase, construct, extend and improve certain "projects" (as defined in the Act) and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable.

2. The Company owns certain real property located in the City and described on **Exhibit A** attached hereto (the "Project Site"), which is the subject of an industrial development plan approved in accordance with the Act by the City.

3. Pursuant to the Act and an ordinance passed by the City, the City is authorized to (1) issue its Taxable Industrial Development Revenue Bonds (Noland Fashion Square Redevelopment Project), Series 2026, in the maximum principal amount of $75,000,000 (the "Bonds"), for the purpose of improving the Project Site, including the construction and improvement of commercial facilities on the Project Site and certain related public improvements (the "Project Improvements," and together with the Project Site, the "Project"), (2) enter into this Base Lease for the purpose of acquiring a leasehold interest in the Project and (3) enter into a Lease Agreement with the Company of even date herewith (the "Lease") for the purpose of leasing the Project back to the Company for rent sufficient to pay debt service on the Bonds.

4. In connection with the issuance of the Bonds and the Lease, the City has agreed to cooperate with the Company and the contractors for the Project Improvements in acquiring the benefits of sales tax exemption for purchases of materials used to construct the Project Improvements.

5. The Company desires to lease the Project to the City and the City desires to lease the Project from the Company, and to acquire and hold a leasehold interest for the term of this Base Lease as more fully described in this Base Lease.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the City and the Company do hereby represent, covenant and agree as follows:

Section 1. Definitions. In addition to any words and terms defined elsewhere in this Base Lease, capitalized words and terms used in this Base Lease shall have the meanings given to such terms in the Lease.

Section 2. Representations by the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri.

(b) Under the provisions of the Act, the City has lawful power and authority to enter into the transactions contemplated by this Base Lease and to carry out its obligations hereunder.

Section 3. Representations by the Company. The Company makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is in good standing under the laws of and is authorized to transact business in the State of Missouri.

(b) The Company has lawful power and authority to enter into this Base Lease and to carry out its obligations hereunder and the Company has been duly authorized to execute and deliver this Base Lease, acting by and through its duly authorized officers and representatives.

(c) The Company is the owner of the Project Site and is permitted to lease the Project located thereon to the City pursuant to this Base Lease.

Section 4. Lease Term. This Base Lease shall become effective upon execution and delivery and shall have a term commencing as of the date of this Base Lease and, subject to earlier termination pursuant to the provisions of this Base Lease or Article XI of the Lease, terminating on **December 1, 2076**.

Section 5. Granting of Leasehold Estate. The Company hereby rents, leases and lets the Project to the City, and the City hereby rents, leases and hires the Project from the Company, subject to Permitted Encumbrances, for the rentals and upon and subject to the terms and conditions herein contained.

Section 6. Rent. In addition to the City's obligations under the Lease, the City hereby agrees to pay to the Company annual rent under this Base Lease (the "Rent") equal to One Dollar ($1.00), which shall be due on the Effective Date of this Base Lease and on each December 1 thereafter during the term of this Base Lease. The Company hereby acknowledges that it has already received the Rent due for the entire term of this Base Lease.

Section 7. Use and Possession of the Project Site. The City will have the rights of use and possession of the Project only to the extent permitted by the Lease.

Section 8. Assignability. The City will not assign, sublease, mortgage or otherwise transfer or encumber its interest in this Base Lease. The Company will not assign its interest under this Base Lease except in accordance with the requirements of the Lease.

Section 9. Repairs and Maintenance. The Company shall, at its sole cost and expense, maintain and repair the Project Improvements, and all portions thereof and improvements thereon, to the extent required by the Lease. In no event shall the City be required to make any repairs,

improvements, additions, replacements, reconstructions or other changes to the Project or perform any maintenance thereon.

Section 10. Taxes. Pursuant to **Section 6.2** of the Lease, the Company shall promptly pay all taxes or other governmental charges, that if unpaid, would encumber the City's leasehold interest in the Project.

Section 11. Insurance. The Company shall maintain the insurance policies required by **Article VII** of the Lease.

Section 12. Condemnation. If, at any time during the Term of this Base Lease, there shall be a total or partial taking of the Project in condemnation proceedings or by any right of eminent domain or by sale in lieu thereof, the parties shall have the rights and obligations provided in the Lease, and this Base Lease shall terminate only to the extent and in the manner provided in the Lease.

Section 13. Surrender of the Project. Except as otherwise expressly provided in this Base Lease or the Lease, the City shall surrender and deliver up the Project and all associated improvements thereon to the Company at the expiration or other termination of this Base Lease, to the extent that the City may have any rights to possession thereof as expressly provided herein, without fraud or delay.

Section 14. Notices. Any and all notices, demands, requests, submissions, approvals, consents, disapprovals, objections, offers, or other communications or documents required to be given, delivered or served or which may be given, delivered or served under or by the terms and provisions of this Base Lease or pursuant to law or otherwise, shall be made in the form and manner provided in the Indenture.

Section 15. Company's Right to Terminate. The Company may terminate this Base Lease at any time pursuant to **Article XI** of the Lease.

Section 16. Conflict with the Lease. In the event of any conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall control.

Section 17. Limitation on Liability of City. No provision, covenant or agreement contained in this Base Lease or any obligation herein imposed upon the City, or the breach thereof, shall constitute or give rise to or impose upon the City a pecuniary liability or a charge upon the general credit or taxing powers of the City or the State of Missouri.

Section 18. Governing Law. This Base Lease shall be construed in accordance with and governed by the laws of Missouri.

Section 19. Binding Effect. This Base Lease shall be binding upon and shall inure to the benefit of the City and the Company and their respective successors and assigns.

Section 20. Severability. If for any reason any provision of this Base Lease shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 21. Execution in Counterparts. This Base Lease may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 22. Electronic Storage. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 23. Subordination of Base Lease. By its execution hereof, each of the Company and the City hereby agree that this Base Lease shall be, is, and shall continue to be, subordinate and inferior to any present or future Mortgages.

Section 24. Application of Base Lease Terms.

(a) The City acknowledges that the Company intends to assign its rights and obligations under the Base Lease, Lease, Indenture and Bond Purchase Agreement to one or more Partial Assignees pursuant to one or more Assignment and Assumption Agreements. With respect to the Assigned Property described in such Assignment and Assumption Agreements, the City further acknowledges and agrees that upon the full execution of an Assignment and Assumption Agreement (including acknowledgment and consent thereto by the City), the Company shall be released of all of its obligations under the Base Lease, Lease, Indenture and Bond Purchase Agreement with respect to such Assigned Property (including the portion of the Project located thereon). The City and Company further acknowledge and agree that all references to (i) the term "Company" as used herein shall mean, as applicable, either the Company or a Partial Assignee in the event of a Partial Assignment, (ii) the term "Project Site" as used herein shall mean, as applicable, the Project Site or the Assigned Property in the event of a Partial Assignment, (iii) the term "Project" as used herein shall mean, as applicable, the Project or that portion of the Project located on the Assigned Property in the event of a Partial Assignment, (iv) the term "Bonds" as used herein shall mean, as applicable, the Bonds or any applicable Subseries in the event of a Partial Assignment, and (v) the term "Bond Fund" shall mean, as applicable, the Bond Fund and all Subaccounts created for the Subseries relating to the Assigned Property in the event of a Partial Assignment, all as the context reasonably requires.

(b) Notwithstanding, any provisions to the contrary contained in this Base Lease, it is the parties intent that the rights and obligations of the Company under this Base Lease and any Partial Assignee under a Partial Assignment relate only to the portion of the Project and Project Site leased to and from the Company or Partial Assignee from time to time and that (i) a default by the Company in the performance of its obligations with respect to the portion of the Project and Project Site so leased by the Company shall not be deemed to be a default by any Partial Assignee with respect to the Assigned Property, or portion of the Project located thereon, of such Partial Assignee and the City in exercising and enforcing its rights under this Base Lease and the Lease will look solely to the Company and the portion of the Project and Project Site leased by the Company at the time of the default in the exercise and enforcement of its rights and (ii) a default by any Partial Assignee in the performance of its obligations under the Partial Assignment with respect to the Assigned Property leased to and from such Partial Assignee, shall not be deemed to be a default by the Company with respect to the Project and Project Site leased by the Company pursuant to the Lease and shall not be deemed to be a default by any other Partial Assignee with respect to the Assigned Property leased by such other Partial Assignee pursuant to a Partial Assignment, and the City, in exercising and enforcing its rights and obligations under this Base Lease and the Lease with respect to the defaulting Partial Assignee shall look solely to the defaulting Partial

Assignee and the Assigned Property (including the portion of the Project located thereon) of the defaulting Partial Assignee in the exercise and enforcement of its rights.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Base Lease as of the Effective Date.

T-L NOLAND, LLC,
a Delaware limited liability company

By:_____
Name: Richard F. Dube
Title: President

ACKNOWLEDGMENT

STATE OF _____)
)SS.
COUNTY OF _____)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public, appeared **RICHARD F. DUBE**, to me personally known, who, being by me duly sworn, did say that he is the **PRESIDENT** of **T-L NOLAND, LLC,** a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its members, and said officer acknowledged said instrument to be executed for the purpose therein stated and as the free act and deed of said company.

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

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Troy Anderson
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public, appeared **TROY ANDERSON**, to me personally known, who, being by me duly sworn, did say that (s)he is the **CITY MANAGER** of the **CITY OF INDEPENDENCE, MISSOURI**, and that the seal affixed to the foregoing instrument is the corporate seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its governing body, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

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

_____
Typed or Printed Name: _____
Notary Public in and for said State

[SEAL]

My commission expires: _____

EXHIBIT A

PROJECT SITE

The following described real estate located in Jackson County, Missouri:

[**INSERT LEGAL DESCRIPTION PRIOR TO CLOSING**]

$75,000,000
(AGGREGATE MAXIMUM PRINCIPAL AMOUNT)
CITY OF INDEPENDENCE, MISSOURI
TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS
(NOLAND FASHION SQUARE REDEVELOPMENT PROJECT)
SERIES 2026

DATED AS OF [CLOSING MONTH] 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, T-L Noland, LLC, a Delaware 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 [Closing Month] 1, 2026 (the "Indenture"), by and between the City and UMB Bank, N.A., Kansas City, Missouri, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in **Section 101** of the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the City's acceptance hereof, the City hereby represents to the Purchaser that:

(1) The City is a constitutional charter city and municipal corporation duly organized and validly existing under the laws of the State of Missouri. The City is authorized under Article VI, Section 27(b) of the Missouri Constitution and Sections 100.010 through 100.200 of the Revised Statutes of Missouri, as amended, and its Charter to authorize, issue and deliver the Bonds and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Base Lease, the Lease and any and all other agreements relating thereto. The proceeds of the Bonds shall be used to finance the Project for T-L Noland, LLC, a Delaware limited liability company (the "Company"), and to pay for the costs incurred in connection with the issuance of the Bonds;

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the City or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bonds or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds, the Ordinance, the Base Lease, 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 Delaware and is authorized to conduct business in and is in good standing under the laws of 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, or to the best of Purchaser's knowledge, 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, with regard to Purchaser, a legal, valid and binding obligation, enforceable in accordance with its terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies; and

(4) Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the City shall be deemed a representation and warranty by the Purchaser to such party as to the statements made therein.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the City and the City agrees to sell to the Purchaser the Bonds on the terms and conditions set forth herein.

The Bonds shall be sold to the Purchaser by the City on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined) for the Bonds, which amount shall be deposited in the Project Fund as provided in **Section 502** of the Indenture and shall thereafter on the Closing Date immediately be applied to the payment of Project Costs as provided in **Section 4.4** of the Lease. From time to time after the Closing Date as additional Project Costs are incurred, the Purchaser may make additional payments with respect to the Bonds ("Additional Payments") to the Trustee, which Additional Payments shall be deposited in the Project Fund and applied to the payment of Project Costs and the outstanding principal amount of the Bonds shall increase by each such Additional Payment; provided that the sum of the Closing Price and all such Additional Payments for the Bonds shall not, in the aggregate, exceed $75,000,000.

As used herein, the term "Closing Date" shall mean _____ ___, 2026, or such other date as shall be mutually agreed upon by the City and the Purchaser; the term "Closing Price" shall mean $_____.

The Bonds shall be issued under and secured as provided in the Ordinance, the Indenture, the Base Lease 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 $75,000,000; 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.

The Company agrees to indemnify and hold harmless the City, the Trustee, and any member, officer, official or employee of the City or of the Trustee and any person controlling the Trustee within the meaning of Section 15 of the Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever to the extent caused by any violation by the Company of, or failure by the Company to comply with, any federal or state securities laws in connection with the Bonds; provided, however, the indemnification contained in this paragraph shall not extend to such Indemnified Party if such loss, claim, damage, liability or expense is (a) the result of the Indemnified Party's negligence or willful misconduct, or (b) the Indemnified Party is not following the written instructions of the Owner of the Bonds.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Company, the Indemnified Parties shall promptly notify the Company in writing and the Company shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Company. The Company shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Company or if there be a final judgment for the plaintiff in any such action against the Company or any of the Indemnified Parties, with or without the consent of the Company, then provided that the Company was given prompt written notice and the ability to assume the defense thereof as required by this paragraph, the Company agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the City of the City's obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the City's representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Indenture, this Agreement, the Base Lease and the Lease and any other instrument contemplated thereby and they shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser;

(b) The City shall confirm on the Closing Date by a certificate that at and as of the Closing Date the City has taken all action necessary to issue the Bonds and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the City or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bonds,

or the constitutionality or validity of the indebtedness represented by the Bonds or the validity of the Bonds or any proceedings in relation to the issuance or sale thereof;

(c) The Company shall execute a certificate, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Company or its affiliates or, to the knowledge of the Company, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Bonds, or (B) in any way contest the existence or powers of the Company, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Company, threatened against the Company that could reasonably be expected to adversely affect its ability to perform its obligations hereunder, (iii) the representations and warranties of the Company herein were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, and (iv) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds; and

(d) Receipt by the Purchaser and the Company of an approving opinion from Gilmore & Bell, P.C., in form and substance satisfactory to the Purchaser and the Company.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bonds by notifying the City in writing of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bonds.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bonds to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Company shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds.

SECTION 8. NOTICE

Any notice or other communication to be given to the City under this Agreement may be given by mailing or delivering the same in writing to the address of the City as provided in the Indenture for notices to the City required thereunder; any notice or other communication to be given to the Purchaser or the Company under this Agreement may be given by delivering the same in writing to the address of the Company as provided in the Indenture for notices to the Company thereunder.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser to any party to which the Base Lease and the Lease are assigned, or otherwise may be assigned with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

SECTION 10. EXECUTION OF COUNTERPARTS; ELECTRONIC STORAGE

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The parties agree that the transaction described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of this page intentionally left blank]

Very truly yours,

T-L NOLAND, LLC,
a Delaware limited liability company,
as Purchaser and Company

By:_____
Name: Richard F. Dube
Title: President

Accepted and Agreed to:

CITY OF INDEPENDENCE, MISSOURI

By: _____
Name: Troy Anderson
Title: City Manager

[SEAL]

ATTEST:

By: _____
Name: Susanne Holland
Title: City Clerk

BILL NO. 26-055

ORDINANCE NO. 19815

AN ORDINANCE APPROVING A PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT; AUTHORIZING THE CITY OF INDEPENDENCE, MISSOURI TO ISSUE TAXABLE INDUSTRIAL DEVELOPMENT REVENUE BONDS IN A PRINCIPAL AMOUNT NOT TO EXCEED $75,000,000 IN CONNECTION WITH THE NOLAND FASHION SQUARE REDEVELOPMENT PROJECT; AND AUTHORIZING CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Independence, Missouri (the "City") is a constitutional charter city and municipal corporation of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City is authorized under the provisions of Article VI, Section 27 of the Missouri Constitution, as amended, and Sections 100.010 to 100.200, inclusive, of the Revised Statutes of Missouri, as amended (collectively, the "Act"), to purchase, construct, extend and improve certain projects (as defined in the Act) for the purposes set forth in the Act and to issue industrial development revenue bonds for the purpose of providing funds to pay the costs of such projects and to lease or otherwise dispose of such projects to private persons or corporations for manufacturing, commercial, warehousing and industrial development purposes upon such terms and conditions as the City shall deem advisable; and

WHEREAS, T-L Noland, LLC (the "Developer") has applied to the City for an incentive package that includes tax increment financing, special district sales tax revenues and the issuance of taxable industrial development revenue bonds to provide for the incentives described in the Plan (defined below) with respect to a project situated on approximately 32 acres located to the northwest of the intersection of East U.S. Highway 40 and South Noland Road (as currently developed, the "Site") at the existing location of the Noland Fashion Square shopping center and consisting of remodeling and/or tearing down portions of the blighted buildings located on the Site and redeveloping the Site into a remodeled and newly constructed grocery-anchored shopping center development through remodeling of a portion of the existing improvements, demolition of a portion of the existing improvements, and construction of new commercial uses such as retail, restaurants and other uses, plus related street and other public improvements (the "Project"); and

WHEREAS, the City, in accordance with Section 100.050 of the Act, prepared a plan for an industrial development project (the "Plan"), gave notice of the Plan by overnight delivery to the taxing jurisdictions in accordance with Section 100.059.1 of the Act, and held a public hearing regarding the Plan; and

WHEREAS, the City now desires to approve the Plan; and

WHEREAS, the City desires to finance costs of the Project out of the proceeds of industrial development revenue bonds to be issued under the Act (the "Bonds"); and

WHEREAS, the City has and does hereby find and determine that it is desirable for the economic development of the City and within the public purposes of the Act that the City proceed with the approval of the Plan and 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 a single bid for the Bonds, which was delivered by the Developer; and

WHEREAS, the City further finds and determines that it is necessary and desirable in connection with approval of the Plan and the issuance of the Bonds that the City enter into certain documents, and that the City take certain other actions and approve the execution of certain other documents as herein provided;

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

SECTION 1. Promotion of Economic Development; Approval of Plan. The Council hereby finds and determines that the 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 Project will be in furtherance of the public purposes set forth in the Act. The Council hereby approves the Plan attached hereto as **Exhibit A** in accordance with Section 100.050 of the Act.

SECTION 2. Authorization and Sale of the Bonds; Acceptance of Bid. The City is hereby authorized to issue and sell its Taxable Industrial Development Revenue Bonds (Noland Fashion Square Redevelopment Project), in an aggregate principal amount not to exceed $75,000,000, for the purpose of providing sales tax exemption on construction materials and the limited tax abatement set out in the Plan. The Bonds may be issued in one more series as agreed to by the City and the Developer. The Bonds shall be issued and secured pursuant to the herein authorized Trust Indenture(s) 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(s) upon the execution thereof, and the signatures of the officers of the City executing the Trust Indenture(s) shall constitute conclusive evidence of their approval and the City's approval thereof. The City hereby accepts the bid received from the Developer for the sale of the Bonds. The sale of the Bonds to the Developer or its designee(s), as the winning bidder at the public sale, at the interest rate set forth in the winning bid and upon the terms set forth in the Trust Indenture(s) is hereby approved.

SECTION 3. Limited Obligations. The Bonds and the interest thereon shall be limited obligations of the City payable solely out of the payments, revenues and receipts derived by the City from the herein authorized Lease Agreement(s), and such payments, revenues and receipts shall be pledged and assigned to the Trustee as security for the payment of the Bonds as provided in the Trust Indenture(s). 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) A Trust Indenture for each series of Bonds dated as of the date set forth therein (the "Trust Indenture(s)"), between the City and UMB Bank, N.A., as trustee (the "Trustee"), pursuant to which the Bonds shall be issued and the City shall pledge and assign the payments, revenues and receipts received pursuant to the Lease Agreement(s) 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(s);

(b) A Base Lease in connection with each series of Bonds dated as of the date set forth therein (the "Base Lease(s)"), between the City and the Developer, under which the Developer will lease the Project (or portion thereof) and the underlying land to the City;

(c) A Lease Agreement in connection with each series of Bonds dated as of the date set forth therein (the "Lease Agreement(s)"), between the City and the Developer, under which the City will provide funds for the construction and improvement of the Project and lease the Project (or portion thereof) to the Developer pursuant to the terms and conditions in the Lease Agreement(s), in consideration of rental payments by the Developer which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds and certain payments in lieu of taxes; and

(d) A Bond Purchase Agreement for each series of Bonds dated as of the date set forth therein, between the City and the Developer, pursuant to which the Developer agrees to purchase the Bonds.

SECTION 5. Execution of Documents. The Mayor or City Manager of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Trust Indenture. The Mayor or City Manager of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds and the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 6. Further Authority. The Mayor, City Manager, City Clerk and other officials, agents and employees of the City as required are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents, including but not limited to (1) the execution of any financing documents in accordance with the Leases and a sales tax exemption agreement in connection with any request by the Developer to issue a sales tax exemption certificate for the purchase of construction materials prior to the issuance of the Bonds, and (2) the release of any portion of the Project that has been completed from the City Documents.

SECTION 7. Effective Date. This Ordinance shall take effect and be in full force as set forth in the City Charter.

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PASSED ON THIS 1st DAY OF June, 2026, BY THE CITY COUNCIL OF THE CITY OF INDEPENDENCE, MISSOURI.

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

ATTEST:

Jeanne Holland
City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Counselor

REVIEWED BY:

City Manager

EXHIBIT A

PLAN FOR AN INDUSTRIAL DEVELOPMENT PROJECT