Kansas City

414 E. 12th Street
Kansas City, MO 64106

Agenda

Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

Tuesday, July 28, 2026 **10:30 AM** **26th Floor, Council Chamber**

Meeting Link: https://us02web.zoom.us/j/84530222968

PUBLIC OBSERVANCE OF MEETINGS
Members of the City Council may attend this meeting via videoconference.

Any closed session may be held via teleconference.

The public can observe this meeting at the links provided below.

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link: https://us02web.zoom.us/j/84530222968

Public Testimony is Limited to 2 Minutes

FIRST READINGS

260648 Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to exceed the $1,000,000.00 contract threshold and execute a one-year term and supply contract for Glycol Facility Operations and Maintenance (EV4376) with US Engineering, LLC from previously appropriated funds; and authorizing the Manager of Procurement Services to amend and extend the contract.

Attachments: Creo Approved goal
EV4376- Glycol facility contract 070126
EV4376 Ordinance 060126
Docket Memo TMP-6830
Authenticated 240648 7.23.2026

260652 Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a one (1) year lease agreement with two (2) options to renew for one (1) year each with Kansas City Friends of Alvin Ailey for the purpose of office space on 18th and Vine, located at 1714 E. 18th Street, Kansas City, Missouri, 64108.

Attachments: CREO-02800 - Non-Discrimination & Equal Opportunity Review Document Upload Contract NA Alvin Ailey lease renewal
Alivin Ailey FINAL 070126
Ordinance- KCFAA 070126
Alvin Ailey Docket Memo 070226

260657 Sponsor: City Manager's Office

Authorizing the City Manager to sign a Torch Relay Agreement with LA28 for the LA28 Olympic and Paralympic Games; stating the Council's intent to provide funding for certain City services in connection with the LA28 Olympic Torch Relay if the City is selected; directing the City Manager to include funding in the 2027-28 and 2028-29 annual budget to cover any and all required City services, including but not limited to police, fire, traffic, EMS, transportation, sanitation, and all other contractual obligations to support the 2028 Olympic Torch Relay in Kansas City and all related events and activities; appropriating $1,000.00 from the Unappropriated Fund Balance of the Development Services Fund (2210) to cover preliminary costs associated with the submittal; and recognizing this ordinance as having an accelerated effective date.

Attachments: docket memo
admin & approp
Authenticated 260657

260658 Sponsor: Councilmember Melissa Patterson Hazley

Amending Chapter 2, Code of Ordinances by enacting a new Chapter 2-1694, Code of Ordinances, entitled "Housing Accelerator Fund," to provide funding grant awards for the rehabilitation and the return to productive use of abandoned, nuisance, and distressed residential properties in disinvested neighborhoods; establishing the Housing Accelerator Fund in the records of the City of Kansas City, Missouri; reducing previously appropriated funds in the General Fund (1000) by $500,000.00; appropriating $500,000.00 from the Unappropriated Fund Balance of the General Fund (1000) and appropriating a like transfer to the Housing Accelerator Fund (2910); reducing previously appropriated funds in the Development Services Fund (2210) by $250,000.00; appropriating $250,000.00 from the Unappropriated Fund Balance of the Development Services Fund (2210) and appropriating a like transfer to the Housing Accelerator Fund (2910); appropriating $750,000.00 from the Unappropriated Fund Balance of the Housing Accelerator Fund (2910) to provide gap funding for the rehabilitation of eligible residential properties by qualified rehabilitation partners; designating requisitioning authority; and recognizing this ordinance as having an accelerated effective date.

Attachments: 260658 no docket memo

260659 Sponsor: Councilmember Melissa Patterson Hazley

Designating certain neighborhoods and properties as Housing Accelerator Target Areas pursuant to Section 2-1694.2, Code of Ordinances.

Attachments: 260659 no docket memo

260660 Sponsor: Councilmember Melissa Robinson

Directing the Central City Economic Development Sales Tax Board to issue a targeted request for proposals during the next round of Central City Economic Development Sales Tax funding for eligible projects located on Prospect Avenue between 9th Street and Gregory Boulevard.

Attachments: 260660 no docket memo

260663 Sponsor: Mayor Quinton Lucas

Authorizing the City Manager to execute a Hosting Requirements & Bid Proposal to host matches and tournament events of the Men's Rugby World Cup USA 2031; stating the Council's intent to provide funding for certain City services in connection with the 2031 Rugby World Cup if the City is chosen as an official host city; and directing the City Manager to include funding for required City services in the 2028-29 and 2029-30 annual budgets to cover City services, including but not limited to police, fire, traffic, EMS, airport, transportation, sanitation, and all other contractual obligations to support the Men's Rugby World Cup USA 2031 tournament and all related events and activities.

Attachments: 260663 - City Manager's Office

260664 Sponsor: Mayor Quinton Lucas

Authorizing the City Manager to execute a Host City Agreement with the Federation Internationale de Football Association ("FIFA") and relevant organizations to be appointed as a host city of the FIFA Women's World Cup 2031; stating the Council's intent to provide funding for certain City services in connection with the FIFA Women's World Cup 2031; and directing the City Manager to include funding for required City services in the 2028-29 and 2029-30 annual budgets.

Attachments: 3ed920dc-6a53-444a-8a2b-fa35a7b9d63d
5d5eb42c-2024-4272-86ad-952dd66ac02e
11f050f1-0a4d-4a86-8f1c-a9e6d49c8abb
76b19717-83f2-4e8b-9a7f-c0953b29bcd7
81ad9f79-c6b8-4e4a-8db5-eb41e14f0456
69230c8d-ff87-402d-8993-51e648bcc72a
99067dcd-f944-40b5-aac8-7fad0f0acd12
b16c40fc-d9cb-47ba-8484-7dbbb0e925e2
f7896a6d-a08f-418e-97a0-51d11f67c89e

260665 Sponsor: Mayor Quinton Lucas

Authorizing the City Manager to execute an Airport Agreement for use of Kansas City International Airport ("KCI"), Kansas City Downtown Airport-Wheeler Field ("MKC") facilities, and ancillary services for the FIFA Women's World Cup 2031; stating the Council's intent to provide funding for certain City airport related services in connection with the 2031 FIFA Women's World Cup 2031; and directing the City Manager to include funding for required City services in the 2028-29 and 2029-30 annual budgets.

Attachments: 260665 no docket memo

260666 Sponsor: Councilmember Melissa Robinson

RESOLUTION - Directing the City Manager to work with the Economic Development Corporation of Kansas City, Missouri, to prepare and present within 90 days a proposed City-initiated proactive tax increment financing plan for Prospect Avenue between East 9th Street and East Gregory Boulevard; and directing the City Manager to identify and apply for other available funding to support economic development and redevelopment within that area.

Attachments: 260666 - City Manager's Office

HELD IN COMMITTEE

ADDITIONAL BUSINESS

1. There may be general discussion for current Finance Governance & Public Safety Committee issues.

2. Closed Session

• Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;

• Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;

• Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;

• Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;

• Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;

• Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or

• Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditors.

3. Those who wish to comment on proposed ordinances can email written testimony to

public.testimony@kcmo.org.

Comments received will be distributed to the committee and added to the public record by the clerk.

The city provides several ways for residents to watch City Council meetings:

• Livestream on the city's website at www.kcmo.gov

• Livestream on the city's YouTube channel at https://www.youtube.com/watch?v=3hOuBIg4fok

• Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.

• To watch archived meetings, visit the City Clerk's website and look in the Video on Demand

section:

http://kansascity.granicus.com/ViewPublisher.php?view_id=2

The City Clerk`s Office now has equipment for the hearing impaired for use with every meeting. To check out the equipment please see the secretary for each committee. Be prepared to leave your Driver`s License or State issued Identification Card with the secretary and she will give you the equipment. Upon returning the equipment your license will be returned.

Adjournment

414 E. 12th Street
Kansas City, MO
64106

File #: 260648

ORDINANCE NO. 260648

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to exceed the $1,000,000.00 contract threshold and execute a one-year term and supply contract for Glycol Facility Operations and Maintenance (EV4376) with US Engineering, LLC from previously appropriated funds; and authorizing the Manager of Procurement Services to amend and extend the contract.

WHEREAS the proposed contract with US Engineering, LLC is anticipated to expend an average of $1,000,000.00 annually; and

WHEREAS, pursuant to Code of Ordinances Section 3-41, the City Council must authorize contracts in excess of $1,000,000.00; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is hereby authorized to enter into a one-year term and supply contract for Glycol Facility Operations and Maintenance (EV4376) and to exceed the $1,000,000.00 contract threshold with US Engineering, LLC from funds previously appropriated to the following account: 27-8300-622354-B.

Section 2. That the Manager of Procurement Services is hereby authorized to amend and renew the Contract for four (4) additional one-year renewal terms without additional Council authorization.
..end

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a purchase order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligated incurred in the purchase order.

_____
Brenton Siverly

Director of Finance

Approved as to form:

_____

James M. Brady
Assistant City Attorney

Docusign Envelope ID: 1E343F6F-EB50-8367-8155-074AA9097EF5

CREO - Division of Economic Equity & Inclusion

Contractor Utilization Plan Approval Form

Prepared by: Ifeanyi Okafor

Date: 3/11/26

e-Builder users: Approval Form must be completed and attached in PDF format where indicated. CUP/LOIs must be attached where indicated, or as supporting documents.

Contract/Project Number: EV4376	Project Name: EV4376- Glycol facility Operations Maintenance
Developer/Prime: US Engineering Service	Contact Name: John Maske
Address: 14050 NW Robinhood Ln Kansas City, MO 64164	Email: John.Maske@usengineering.com

Full Contract Value: $ 800,000.00 $6,447,163.41 UPDATED PER PROJECT MGR – CB

Funding: ☑ City ☐ State ☐ Federal ☐ CO-OP ☐ Grant: ☐ Other:
Project Requirements: ☑ M/WBE ☐ DBE ☐ Section 3 ☐ N/A
Tax Incentive: ☐ LCRA ☐ TIF ☐ PIEA ☐ N/A ☐ Other:
Prevailing Wage: ☐ Yes ☑ No
Davis-Bacon: ☐ Yes ☐ No

Construction Employment Program: ☐ Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is $300,000 or more.
☐ No: Workforce hours are less than 800 and project cost is less than $300,000.

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: 100 %
MBE: 11 %	MBE: 0 %
WBE: 11 %	WBE: 0 %
Non-certified firms: ____%	Non-certified firms: ____%

Contract Type (select one): ◯ Construction ◯ Design-Build ◯ Design Professional ◯ Professional Services
◯ General Services ◉ Facilities Maintenance/Repair/Renovation ◯ Concessions ◯ Co-operative
◯ Revenue Sharing ◯ Non-Municipal Agency ◯ Other Goods & Services ◯ Other_____

Project Manager: Adam Freeman Email: Adam.Freeman@kcmo.org

Additional Information:

The Glycol facility Operations Maintenance project is to provide operations and maintenance (O&M) services for the Kansas City International Airport MCI Glycol Storage Facility

This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:

The Contractor Utilization Plan is:

☒ Approved ☐ Disapproved

% MBE	% WBE	% DBE
0	0	

The Request for Good Faith Efforts Waiver is:

☐ Approved ☐ Disapproved ☐ Not Applicable

Appeal Sent to FICB or Incentive Agency? ☐ Yes _____ FICB _____ Incentive Agency ☐ No

CREO Signature: _____ Date: 4/17/2026

Comments:

FAA REGULATIONS REQUIRE SPECIALIZED FIRMS TO PERFORM THE SPECIALIZED SERVICES REQUESTED BY THE KCAD. CUP APPROVED AT 0/0 PER THESE REGULATIONS.
CONTRACT AMOUNT WAS UPDATED TO $6,447,163.41 PER UPDATE FROM PROJECT MANAGER. – CB

STANDARD CITY CONTRACT

MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI

CONTRACT NO.: EV4376

TITLE/DESCRIPTION: Glycol facility Operations Maintenance

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and **U.S. Engineering Service, LLC**. ("CONTRACTOR").

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

A. this Contract;

B. CITY's RFP No. EV4376 that is incorporated into this Contract by reference;

C. any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

Attachment A: Scope of work
Attachment B: Pricing
Attachment C: Airport Required Standard Terms and Conditions**.**
Attachment D: Contract Escalation Contacts

Sec. 2. Initial Term of Contract and Additional Periods.

(a) Initial Term. The initial term of this Contract shall begin on **July 27, 2026**, and shall end on **April 30, 2027.** The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.

(b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.

(c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation and Scope of Services.

(a) CONTRACTOR shall provide the Scope of Services set forth in Attachment A. CONTRACTOR shall bill the CITY and CITY shall pay CONTRACTOR at the prices set forth in Attachment B. CONTRACTOR shall comply with the Airport Required Terms and Conditions which are set forth as Attachment C

(b) The maximum amount the CITY shall pay CONTRACTOR under this Contract shall not exceed see Attachment **B: Pricing**. CITY shall pay CONTRACTOR on the following basis:

(c) CONTRACTOR shall bill the City in a form acceptable to the City, on the following basis: monthly.

(d) CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

(a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

(b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.

(c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

(a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.

(b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.

(c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.

(d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

(e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Civil Rights and Equal Opportunity Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

(a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.

(b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.

(c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.

(d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience.

A. CITY may, at any time upon forty-five (45) days' written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and the money spend by the Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 10. Default and Remedies.

(a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR notice and opportunity to cure such default or breach.

(b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY notice and opportunity to cure such default or breach.

A. For the purposes of this section only, the following terms shall have the meanings listed:

1. A Claim is a demand or assertation by the Contractor seeking, as a matter of right, the adjustment of Contract price and/or times with respect to the terms of Contract.

2. City's Representative – Person or agency designated to act for the Director.

B. The Contractor must give written notice to the City's Representative within fourteen (14) calendar days after the occurrence of the event giving rise to the Claim or within fourteen (14) calendar days after the first recognition of the conditions giving rise to the Claim. After the fourteen (14) calendar day period for filing claims has expired, the Claim shall be considered waived unless the Director grants an extension based on good cause shown by the Contractor that such additional time is warranted. The responsibility to substantiate Claims shall rest with the Contractor.

C. If the claim cannot be resolved by direct negotiation between the City's Representative and the Contractor, the parties must submit the Claim to the Director within five (5) calendar days after the parties agree that they cannot resolve the Claim.

D. The submittal of the Claim position statements shall: 1) be in writing; 2) state the issues; 3) and state the respective positions of the parties.

E. The Director shall review the written statements and reply in writing to both parties within ten (10) working days. The Director may extend this period if necessary by notifying the parties.

F. Absent fraud, gross mistake, or bad faith, the Director's decision shall be final and binding on City and Contractor within fourteen (14) calendar days after issuance.

G. All administrative procedures set forth in this contract must first be exhausted before the suit is filed.

H. The time frame for the Director's decision may be tolled if the parties mutually agree to participate in mediation. Mediator selection and the procedures to be employed in the mediation shall be mutually acceptable to both parties. Cost of mediation, including mediator's fees, shall be shared equally among the parties.

I. If the Claim is not resolved during mediation, the Contractor agrees that it will file no suit based on facts or evidentiary materials that we not presented for consideration to the City during the mediation process or of which the Contractor had knowledge and failed to present during the administrative procedures.

Sect. 11. Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified, or amended except in writing signed by City.

Sec. 12 Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 13. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which uses, shall be construed to include other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 14. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds the valid provisions of this Contracts are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provision(s); or unless the court finds the valid provisions, standing alone, are incapable of being performed in accordance with intentions of the parties.

Sec. 15 Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 16 Records.

(a) For purposes of this Section:

1. “CITY” shall mean the City Auditor, the City’s Internal Auditor, the City’s Director of City's Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.

2. “Record” shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

(b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

(c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City’s Internal Auditor, the City’s Director of City's Civil Rights and Equal Opportunity Department and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 17 Tax Compliance. If the CITY's payments to CONTRACTOR exceed $160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 18 Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 19 Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:
City of Kansas City, Missouri
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
Ps-purchasing@kcmo.org

With copies to:
Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3153

Notices:
Melissa Cooper, A.A.E.
Aviation Director
Aviation Department
City of Kansas City
Office: (816) 243-3107
Cell: (816) 719-1483
Email: melissa.cooper@kcmo.org
601 Brasilia Avenue
Kansas City, MO 64153

If to the CONTRACTOR:
U.S. Engineering Service, LLC
Attn: Richard Jones
Vice President – Operations
3433 Roanoke Road
Kansas City, Missouri 64111

Sec. 20 General Indemnification.

(a) For purposes of this Section only, the following terms shall have the meanings listed:

1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.

2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.

3. CITY means CITY, its Agencies, its agents, officials, officers and employees.

(b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of General Liability insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the liability insurance requirements imposed by this Contract in its contract price.

(c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.

(d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21 Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 22 Insurance.

(a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section.

CONTRACTOR must have:

1. Commercial General Liability Insurance Policy: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    a. Severability of Interests Coverage applying to Additional Insureds
    b. Contractual Liability
    c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000
    d. No Contractual Liability Limitation Endorsement
    e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.

3. Commercial Automobile Liability Insurance Policy: with a limit of $1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.

4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of $1,000,000.

5. Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

    a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
    b. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

(b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.

(c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within

the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

(d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.

(e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.

(f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 23 Interpretation of the Contract.

(a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.

(b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.

(c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.

(d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 24 Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 25 Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 26. Assignability and Subcontracting.

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract**.** City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 27. Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employees immediate family, either has negotiated, or had or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 28. Rules of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Contract.

Sec. 29. Reports. Contractor shall provide City detailed reports of actual contract usage by category each quarter and annually at no cost.

Sec. 30. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall

be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

Sec. 31. Minority and Women's Business Enterprises. CITY is committed to ensuring that minority and women's business enterprises (M/WBE) participate to the maximum extent possible in the performance of CITY contracts. If M/WBE participation goals have been set for this Contract, CONTRACTOR agrees to comply with all requirements of City's Minority and Women's Business Enterprise Program as enacted in CITY'S Code CITY'S Code Chapter 3 Sections 3-421 through 3-469 and as hereinafter amended. CONTRACTOR shall make its good faith efforts in carrying out this policy by implementing its Contractor Utilization Plan, which is attached as **Attachment No. _**. If CONTRACTOR fails to achieve the M/WBE goals stated in its Contractor Utilization Plan, as amended, the CITY will sustain damages, the exact extent of which would be difficult or impossible to ascertain or estimate at the time of execution of this contract. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in this Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be deducted from the CONTRACTOR'S payments as liquidated damages. In determining the amount actually paid to qualified MBEs and WBEs, no credit will be given for the portion of participation that was not approved by the Director of City's Civil Right and Equal Opportunity Department Division, unless the Director determines that the CONTRACTOR acted in good faith. No deduction for liquidated damages will be made when, for reasons beyond the control of the CONTRACTOR, the M/WBE participation stated in the Contractor Utilization Plan, as amended and approved by the Director, is not met.

Sec. 32. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 33. Emergencies.

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

(d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

(e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.

(f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

(g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 34. Trade-In. If the solicitation requests a price or value for one or more pieces of equipment to be traded in as part of the purchase of new equipment, the CITY retains the option to purchase the new equipment at the full price or to reduce the price of the new equipment by the amount of the trade-in offered. The CITY is not obligated to accept the trade-in offer and may withdraw equipment offered for trade-in at any time up to award.

Sec. 35. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 36. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22(a) is applicable.

(a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.

(b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.

(c) F.O.B. Destination, Freight Collect. The CITY pays and bears the freight charges.

(d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The CITY pays the freight charges and deducts the amount from the seller's invoice.

Sec. 37. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 38. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 39. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words “or equal” do not follow, it shall be deemed that the words “or equal” shall follow such designations unless the face hereof specifies “no substitutions”. The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR’S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 40. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 41. Discounts.

a) Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.

b) In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.

c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 42. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 43. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 44. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR’s expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 45. Late Shipments. Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 46. Tax Exemption - Federal and State.

(a) The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.

(b) The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 47. Annual Appropriation of Funds.

(a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

(b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 48 Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 49. Ban the Box in Hiring and Promotion.

(a) Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

(b) Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(c) This provision shall not apply to positions where employers are required to exclude

applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Sec. 50. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
The above provision binds the Contractor and subcontractors from the bid solicitation period through completion of the contract.

Sec. 51. Quality Services Assurance Act. If this Contract exceeds $160,000.00, by executing this Contract, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least $15.00 per hour in compliance with the City's Quality Services Assurance Act,
Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Sec. 52. Anti-Discrimination Against Israel. If this Contract exceeds $100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, 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.

Sec. 53. Affirmative Action. If this Contract exceeds $300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

(a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.

(b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

(c) Require any Subcontractor awarded a subcontract exceeding $300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

(d) Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, cancelled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one
(1) year. This is a material term of this Contract.

Sec. 54. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Sec. 55. Prevailing Wage. If the Agreement exceeds $75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

CONTRACTOR

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: U.S. Engineering Service, LLC

By: Richard Jone

Title: Vice President – Operations

Date: _____

APPROVED AS TO FORM

_____

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

Attachment A: Scope of Service

INTRODUCTION & OVERVIEW

The Contractor will provide all labor, supervision, equipment, materials, and associated services required to maintain and operate the MCI glycol system in accordance with manufacturer specifications, industry standards, and best practices.

CONTRACT TERM

The contract will be for five (5) years as detailed below:

Year	Start Date	End Date
Year 1	July 27, 2026	April 30, 2027
Year 2	May 1, 2027	April 30, 2028
Year 3	May 1, 2028	April 30, 2029
Year 4	May 1, 2029	April 30, 2030
Year 5	May 1, 2030	April 30, 2031

MCI Glycol Storage Facility Maintenance

It is the intent of this scope of work for Contractor to provide enough capable and qualified teammates to enable the company to operate and maintain the glycol facility.

- Contractor will have a staff of permanent party personnel to operate the facility for the listed hours of coverage.
- Dates of service are October 1st, 2026, through April 30, 2031. Pre-season starts on or around September 1st each year. Postseason shutdown will be completed on or around May 15theach year.
- Onsite training and pre-season startup for all staff members as needed. Generally, September 15th through September 30th.
- The hours of operation will be on-site persons twenty-four hours per day October 1st-April 30th.

  Monday - Sunday 7:00 AM -3:30 PM (1st Shift)
  Monday – Sunday 3:00 PM – 11:30 PM (2nd shift)
  Monday – Sunday 11:00 PM – 7:30 AM (3rd shift)

- On-site post-season shutdown from May 1st through May 15th on 1st shift as needed.
- One pre-season system inspection and start-up.
- One post-season system inspection and shutdown.
- Glycol fluid flow meter calibration to be performed by third party annually.
- All staff members will need to be certified and able to meet all airline / FAA requirements in the handling of glycol including all documentation.
- All Testing equipment (Digital Refractometers) must be third party tested and certified annually.
- The contractor will be responsible for maintaining digital records of inspections, tasking, maintenance, and FAA required forms.

Snow Removal

- The contractor will be responsible for all snow removal inside the deicing dispensing area. It is essential that this area always be completely serviced during the deicing season. The airline's ability to fill and dispense deicing solutions is critical to the overall operation of the airport. The winning bidder shall provide:
- Snowplow
- Snow blowers

- Any hand tools required to remove all snow and ice in the deicing area.
- Provide and maintain a storage shed (approved by KCAD) to properly store all snow removal tools and equipment.
- Provide and maintain a storage shed (approved by KCAD) to properly store Ice melt materials. KCAD requires FAA-approved solid deicer to be used on the airfield. The contractor will always have an appropriate supply of Sodium-Acetate or Sodium Formate deicing agent on hand. Specific brands of deicing agent include New Deal, Cryotech, or NASi.
- The contractor will provide and properly maintain flammable fuel storage cabinets for all deicing equipment.

The existing deicing system is an LAS (Liquid Automation System) proprietary product / program. The contractor will contract LAS for:

- Preseason start up
- Post season shut down
- 24/7/ remote monitoring support
- Should an LAS technician need to visit the site on an emergency event all rates / charges must be clearly stated in the contractor's proposal.
- Remote System Support by the manufacture (LAS).
- As a requirement of this system support proposal, the KCAD will enable and maintain remote system access to allow LAS to remotely diagnose, adjust, and repair system issues.

The existing deicing solution (Glycol) is provided by Cryotech. The contractor will contract Cryotech to ensure to:

- All Deicing solutions (Type 1 / Type 4) are always maintained at appropriate levels as close as possible to safe fill capacity during the specified deicing season. Unless otherwise specified or approved by KCAD.
- Coordinate deicing solution order, receiving, offloading, testing and leak monitoring.
- Daily tracking of all transactions to ensure accuracy at each dispensing station.
- Monthly reconciliation of all fluids dispensed and stored on-site.

Annual Pre-Season Maintenance Check and Tuning Action List

- Clean system refractometers, where applicable
- Check system for proper calibration.
- Inspect control panel to ensure integrity of all connections, check fuses, check functionality.
- Inspect pumps and seals.
- Lubricate pumps per maintenance schedule.
- Inspect valves to ensure proper positioning and seal integrity.
- Inspect pressure regulator to ensure proper settings (where applicable)
- Inspect overpressure protection to ensure functionality and proper setting.
- Inspect heaters for proper operation.
- Inspect all exposed cables for damage.
- Inspect load stations for proper operation.
- Inspect all contactors in motor starter panel.
- Inspect variable frequency drives (where applicable)
- Inspect all hoses and connectors for damage.
- Inspect external piping and valves for signs of leakage and damage.
- Evaluate blending controls to ensure the systems are tuned properly.
- Inspect FMS System and SCADA System

- Verify proper operation and calibration of tank telemetry units (where applicable)

Annual Post-Season System Shutdown Action List

- Clean refractometers (where applicable)
- Flush and drain system (where applicable)
- Inspect a control panel to ensure integrity of all connections, check fuses, check functionality.
- Inspect pumps and seals.
- Inspect valves to ensure proper positioning and seal integrity.
- Inspect the pressure regulator to ensure proper settings.
- Inspect overpressure protection to ensure functionality and proper setting.
- Inspect heaters for proper operation.
- Inspect all exposed cables for damage.
- Inspect load stations for proper operation.
- Inspect all contactors in motor starter panel.
- Inspect variable frequency drives (where applicable)
- Inspect all hoses and connectors for damage.
- Inspect external piping and valves for signs of leakage and damage.
- Inspect FMS System and SCADA System
- Shut down power sources.
- Provide a comprehensive report on all deficiencies and costs associated with repairs.

STAFFING PLAN & KEY PERSONNEL

The Contractor shall provide the following staff roles:

- **Account Manager**: Contract administration and client liaison.
- **Site Superintendent**: General oversight and quality assurance
- **Service Foreman**: On-site technical lead and task coordinator.
- **Technicians**: HVAC & Plumbing journeymen, PM specialists, and glycol attendants

Corrective repair services are available 24 hours a day, seven days a week. This is ONLY for the labor component. Any materials needed for repairs are NOT covered under this scope of work unless directed by KCAD staff to be billed to the 10 % T&M fund. Usage against the T&M fund shall be tracked and reported monthly.

Glycol Storage Facility OEM Support Pricing:

Contract rates for corrective repair work requiring in-person factory support (LAS) will be invoiced plus travel time to and from site with travel expenses and any required system parts invoiced separately.

All corrective repairs outside of the basic operator's scope, requiring in-person factory support, will be invoiced at the preferred contract rates as indicated below: All system parts and materials will be invoiced separately.

CLARIFICATIONS & EXCLUSIONS

Clarifications:

- IT hardware (e.g., phones/laptops) included. Maintenance tracking software shall not be included.

- Office space provided by KCAD.
- Attic stock and critical spares are not included.
- Glycol product and system parts are not included.
- Site Presence on New Year's Day, Thanksgiving, and Christmas Day is included at the Glycol Storage area (Glycol attendant).
- Include costs for anticipated rentals to perform maintenance work based on our experience for only listed / maintained equipment.
- The cost of necessary trade and business licenses, certifications, and training are included in this proposal.
- Basic Information Technology (cell phones, laptop computers, and other office related items) is included. Software costs, contract and licensing costs, and hardware costs associated with KCAD maintenance tracking systems are not included.

Account Manager

The Account Manager will be the initial point of contact for KCAD to establish the contract in place and will be responsible for client interface for scheduled meetings in support of U.S.
Engineering's Service Site Superintendent and Service Foreperson.

- Monthly invoice review and client satisfaction / progress meetings. Review monthly contingency (out of scope repairs) budget fund.
- General advocacy of KCAD for scope of services and related out of scope projects and issues relating to the building operating parameters and efficiency.
- Contracting officer for respective contractors ensuring compliance with licensing requirements of city, state, and federal agencies. Contracting officers for respective contractors ensuring
- (deicing fluids) are maintained and appropriately dispersed and invoice to respective airlines or agents of the airlines.
- Glycol (deicing fluid) management- including daily reporting of transactions and fluid inventory management.

Site Superintendent

The Site Superintendent will be the on-site representative of Contractor and will be involved in day-to-day client interface. The Site Superintendent will be highly technical and understand the System and Equipment operations under this scope of work. The Site Superintendent will be responsible for management and coordination of the maintenance team, vendors, and will be the main source of information between KCAD, other Contractors, and proper operations and maintenance of the systems and equipment under this scope of work. The Site Superintendent will be responsible for providing the subject matter expertise for equipment taskings and proper maintenance scheduling for KCAD to input into KCAD ERP system. The Site Superintendent will work with KCAD Maintenance Supervisors to ensure Work Orders are disseminated to contractors Maintenance Team members. The Site Superintendent will be overall responsible for execution of our work on site. Site Superintendent must meet the following criteria:

- 20,000 hours of industry experience in the Commercial HVAC Industry.
- 10,000 hours in a leadership position within the Commercial HVAC Industry.
- Well versed and knowledgeable in large tonnage hydronic systems and its components.
- High technical ability in Building Automation Systems.

Service Foreman

The Service Foreman is responsible for overseeing and coordinating the daily operations of

HVAC service crews in the field. This role involves supervising the installation, maintenance, and repair of heating, ventilation, and air conditioning systems across sites. The Service Foreman ensures work is completed safely, efficiently, and in accordance with project specifications and applicable codes. Responsibilities include planning work schedules, managing materials and equipment, troubleshooting technical issues, and serving as the primary point of contact between field teams and project management. The position requires strong technical expertise, leadership ability, and a thorough understanding of HVAC systems and service procedures.

- On-site oversight of all daily O&M activities
- Ensures team compliance with safety and quality standards.
- Manages site documentation, training, and logistics.
- Coordinates with KCAD on outages and service schedules
- The service supervisor will complete daily job hazard analysis (JHA) meetings along with specific equipment JHA per each preventative maintenance event. JHA's will be incorporated in the equipment specific maintenance tracking system.
- 10,000 hours of industry experience in the Commercial HVAC Industry.

HVAC Technician(s)

The contractor provided Maintenance team will consist of a permanent party of a Service Maintenance Journeyman and Preventative Maintenance Technicians. Additional maintenance hours identified on the contractor equipment scope will be supplemented by the deep bench of contractor qualified Technicians.

- Ensure repairs are completed efficiently and safely.
- Inspect and clean HVAC components including coils, fans, filters, and ductwork.
- Perform routine preventative maintenance on HVAC systems.
- Ensure compliance with manufacturer specifications and local building codes.
- Complete service reports, work orders, and maintenance logs accurately.
- Maintain records of repairs, parts used, and time spent on each job.
- Use mobile apps or software for scheduling and reporting (if applicable).
- Follow all safety procedures, including lockout/tagout and PPE use.
- Stay updated on HVAC codes, EPA regulations, and FAA regulations.

Plumbing Technician(s)

The Plumbing Technician is responsible for maintaining and repairing plumbing systems. This includes working with large-scale water supply lines, waste disposal systems, fixtures, and gas lines. The technician diagnoses complex plumbing issues, performs code-compliant repairs, and ensures all work meets safety and quality standards. They often read blueprints, collaborate with other trades, and provide clear communication to clients or supervisors. Strong problem solving skills and knowledge of commercial plumbing codes.

- Maintains domestic water, waste, and storm piping systems.
- Inspects and services valves, pumps, backflows, and water heaters.
- Conducts leak investigations and urgent repairs.

Glycol Facility Attendants

Glycol Facility Attendant is responsible for the safe and efficient operation of glycol systems.
This role includes monitoring system performance, checking fluid levels and concentrations, performing routine maintenance, and ensuring proper storage and handling of glycol-based fluids. The attendant

conducts inspections, troubleshoots equipment issues, and adheres to environmental and safety regulations related to chemical handling. Attention to detail, mechanical aptitude, and knowledge of fluid systems are essential for maintaining reliable operation and preventing system failures.

- Staff Glycol station 24/7 during de-icing season (including holidays) with dedicated Glycol attendants.
- Receive and record shipments, deposits, and transactions.
- Audit and maintain daily logs of inventory.
- Monitor SCADA and LAS systems.
- Operate pumps, heaters, and valves
- Record tank levels, flow rates, and equipment status.
- Communicate system issues immediately to KCAD and contractor leads.

Corrective repair services are available 24 hours a day, seven (7) days a week during October 1st through April 30th. This is ONLY for the labor component. Any materials needed for repairs are NOT covered under this scope of work unless directed by KCAD staff to be billed to the 10 % T&M fund.

Contract rates for corrective repair work requiring in person factory support (LAS) will be invoiced plus travel time to and from site with travel expenses and any required system parts invoiced separately.

Exclusions and Clarifications

- Purchase of glycol of any kind
- Repair materials of any kind
- IT infrastructure for LAS system monitoring

Unless listed above in the scope of work the exclusion(s) and clarification(s) from contract base remain the same for all approved change orders.

Minor repairs recommended by our inspecting service technician will be discussed with KCAD, and upon approval, will be made immediately. Recommended major repairs or alterations will be reviewed by our service supervisor with the inspecting service technician, and a complete report with estimated costs and potential benefits will be given to KCAD for approval. No work will be done without prior KCAD approval.

Attachment B – Pricing

Proposers shall submit lump sum pricing for each contract year and facility. A 10% allowance for T&M repair work outside of scope must be included annually. This contract will be invoiced in twelve (12) month installments.

Year 1	$993,561.30
10% Allowance	$99,356.13
Total for Year 1	$1,092,917.43

Year 2	$1,023,368.13
10% Allowance	$102,336.81
Total for Year 2	$1,125,704.94

Year 3	$1,054,069.18
10% Allowance	$105,406.91
Total for Year 3	$1,159,476.09

Year 4	$1,085,691.25
10% Allowance	$108,569.12
Total for Year 4	$1,194,260.37

Year 5	$1,118,261.99
10% Allowance	$111,826.19
Total for Year 5	$1,230,088.18

Contract Total	$5,802,447.01

Year 1 T&M Rates

Regular Time	$120.00 per hour	Applies 7:00 AM – 3:30 PM, Monday – Friday
Weeknight Overtime	$156.65 per hour	Applies 3:30 PM – 7:00 AM, Monday – Friday
Weekend Overtime	**$192.80 per hour**	Applies 3:30 PM Friday – 7:00 Monday & Holidays

Corrective repair services are available 24 hours a day/7 day a week. This is ONLY for the labor component. Any materials needed for repairs are NOT covered under this scope of work unless directed by KCAD staff to be billed to the 10% discretionary fund.

Glycol Storage Facility OEM Support Pricing:
Contract rates for corrective repair work requiring in-person factory support (LAS) will be invoiced plus travel time to and from site with travel expenses and any required system parts invoiced separately.

All corrective repairs outside of the basic operator's scope, requiring in-person factory support, will be invoiced at the preferred contract rates as indicated below. All system parts and materials will be invoiced separately.

Engineer – Regular Time	$154.00 per hour	Applies 7:00 AM – 3:30 PM, Monday – Friday
Engineer – After Hours	$231.00 per hour	Applies 3:30 PM – 7:00 AM, Monday – Friday
Engineer – Holiday Hours	$308.00 per hour	Applies to all Federal Holidays

Programmer – Regular Hours	$176.00 per hour	Applies 7:00 AM – 3:30 PM, Monday – Friday
Programmer – After Hours	$264.00 per hour	Applies 3:30 PM – 7:00 AM, Monday – Friday
Programmer – Holiday Hours	$352.00 per hour	Applies to all Federal Holidays

Attachment C: Part III Airport Required Terms and Conditions

SECTION 1. GENERAL REQUIREMENTS.

Terms and conditions established in this Airport Required Terms and Conditions shall apply regardless of more permissive language in any other section of this contract.

Changes in contract performance or source of funding may result in the application of additional provisions.

The term Contractor for purposes of this Part III shall include but not be limited to a company, contractors, subcontractors, consultants, subconsultants, and vendors. The term Contractor is used interchangeably with the term Contracting Party.

SECTION 2. COMPLIANCE WITH APPLICABLE LAW. By executing this Contract, the Contractor affirms that the Contractor and its team members and employees shall comply with all federal, state and local laws, including ordinances and regulations, applicable to the Contract. Contractor shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of its obligations under this Contract.

SECTION 3. DUTIES AND OBLIGATIONS NOT LIMITED. The duties and obligations imposed by this Contract and the rights and remedies available thereunder are in additional to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION 4. SCOPE OF WORK LIMITED. This Contract is strictly limited to the scope outlined herein. The scope cannot be altered except by written amendment or change order incorporating additional provisions. Altering the scope to include services funded through Airport Improvement Funds or other federal sources may require additional contractual provisions and obligations and void this contract and any obligations of the City to pay for services pursuant to the terms of this agreement, including City's obligation to pay for services, if any.

SECTION 5. ACCESS TO RECORDS. The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the City, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

SECTION 6. GENERAL CIVIL RIGHTS PROVISIONS. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor or Contracting Parties and subcontractors from the bid solicitation period through the completion of the contract.

SECTION 7. CIVIL RIGHTS – TITLE VI ASSURANCE

A. TITLE VI Solicitation Notice

The City of Kansas City, Missouri ("Sponsor"), 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), 28 CFR § 50.3, and 49 CFR Part 21, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, all contractors will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of the owner's race, color, national origin, sex, creed, age, or disability in consideration for an award.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with and agrees that performance under the agreement shall be governed by and in compliance with the following non-discrimination statutes and authorities; including but 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 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- 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);
- 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the 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 of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

C. Compliance with Nondiscrimination requirements.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract

covers any activity, project, or program set forth in Appendix B of 49 CFR part 21, including amendments thereto.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

    Limited English Proficiency. For persons with Limited English Proficiency (LEP), please contact KCAD Airport Communications Center (ACC) at 816-243-4000 for help to obtain interpreters of many different languages.

SECTION 8. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successors requires modifications or changes in this Contract as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, the Contractor agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required.

SECTION 9. ADDITIONAL FEDERAL REQUIREMENTS. This Contract shall be subordinate to and subject to change required by any applicable law, grant, compliance guidance, legal notifications, clause or condition interpretation, or the provisions and requirements of any existing or future agreement between the City of Kansas City and the United States relative to the development, operation or maintenance of the airport, including grant agreements.

This Contract and all the provisions hereof shall be subject to whatever right the United States government now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of any City airport, all or a portion of the airport system, or the exclusive or non-exclusive use of the airport by the United States during the time of war or national emergency.

Contractor agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

The Contractor, its officers, administrators, representatives, successors and assigns will not erect on or permit the erection of any structure or object, nor permit the growth of any tree or vegetation on the premises above ground level elevation of eighty (80) feet. In the event the aforesaid covenants are breached, the City reserves the right to enter upon the premises and to remove the offending structure or object and cut the offending tree or vegetation, all of which shall be at the expense of Contractor.

Contractor, its officers, administrators, representatives, successors and assigns will not make use of the premises in any manner which might interfere with the landing and taking off of aircraft from the Kansas City Downtown Airport, the Kansas City International Airport, or otherwise constitute a hazard. In the event the aforesaid covenant is breached the City has the right to enter upon the premises and cause the abatement of such interference at the expense of Contractor.

Contractor acknowledges that nothing contained in this Contract shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC § 40103(e).

SECTION 10. **TITLE VI CLAUSES FOR CONSTRUCTION, USE, AND ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM– License, Permits, Concession on Property Improved Under AIP** The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

A. The Contractor for itself/himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts And Authorities.

B. With respect to this Contract in the event of breach of any of the above Non-discrimination covenants, City of Kansas City, Missouri, will have the right to terminate the contract and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said contract had never been made or issued.

SECTION 11. TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM. The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by City of Kansas City, Missouri, pursuant

to the provisions of the Airport Improvement Program grant assurances.
A. The Contractor for itself/himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this contract for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Contractor will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
B. With respect to this contract in the event of breach of any of the above Nondiscrimination covenants, City of Kansas City, Missouri will have the right to terminate the contract and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the contract had never been made or issued.

SECTION 12. RESTRICTED AREAS SAFETY AND SECURITY. Contractor will comply with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or orders of any federal, state or local governmental entity regarding airfield security. Contractor shall fully comply with applicable provisions of the Code of Federal Regulations (CFR) Title 49: Transportation. Contractor shall fully comply specifically with 49 CFR part 1540 – Civil Aviation Security; 49 CFR part 1542 – Airport Security; 49 CFR part 1544 – Aircraft Operator Security: Air Carriers and commercial Operators (if Contractor is an air carrier); and 49 CFR part 1546 – Foreign Air Carrier Security (if Contractor is a foreign air carrier). City has adopted a Security Plan for the Airport approved by the Transportation Security Administration (TSA) pursuant to Department of Transportation (DOT) and TSA requirements including CFR 49 part 1542. Contractor agrees to be bound by and follow airport security protocols and training established in accordance with the Airport Security Plan. Any access to the Airport granted to Contractor shall not be used, enjoyed or extended to any person, entity or vehicle engaged in any activity or performing any act or furnishing any service for or on behalf of the Contractor that Contractor is not authorized to engage in or perform under this Contract unless expressly authorized in writing by the Director in accordance with TSA requirements including CFR 49 part 1542. In the event Contractor, its officer, employees, or invitees cause or contribute to unauthorized persons or vehicles entering the air operations areas of the Airport, or otherwise violate the Security Plan or any laws, regulations, rules, etc. governing airport security, and in addition to any other remedies available hereunder, Contractor shall be liable to City for an amount equal to any civil penalty imposed on City for such violations and hereby agrees to indemnify City for any such federal civil penalties, provided City shall promptly notify Contractor in writing of any claimed violations so as to permit Contractor an opportunity to participate in any investigation or proceedings.

SECTION 13. RESERVATIONS. The City reserves the right to further develop or improve the landing area of the airport as it sees fit, regardless of the desires or view of Contractor and without interference or interruption.

The City reserves the right, but shall not be obligated to Contractor to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Contractor in this regard.

There is hereby reserved to the City, its successors, assigns and subsequent transferees, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises. The public right of flight shall include the right to cause in said airspace any noise inherent in the

operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation from the Kansas City Downtown Airport and/or the Kansas City International Airport.

SECTION 14. ACCOMMODATIONS. Contractor shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, that Contractor may make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to patrons.

Contractor shall insert this requirement in any agreement, contract or other document by which Contractor grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the premises herein.

Contractor warrants that no person shall, on the grounds of race, national origin, creed, sex, age or disability, be excluded from participating in any activity conducted on or from the Premises, or otherwise be excluded from the benefits offered as a result of this agreement to the general public.

Non-compliance with this provision shall constitute a material breach thereof an in the event of such non-compliance the City of Kansas City shall have the right to terminate this Agreement without liability therefore or at the election of the City of Kansas City or the United States, either or both said governments shall have the right to judicially enforce these provisions.

SECTION 15. BREACH OF CONTRACT GENERALLY. Reserved.

SECTION 16. BUY AMERICAN POLICIES. Reserved.

SECTION 17. CLEAR AIR and WATER POLLUTION CONTROL. Reserved.

SECTION 18. CONTRACT WORK HOURS AND SAFETY STANDARDS. Reserved.

SECTION 19. COPELAND ANTI-KICKBACK. Reserved.

SECTION 20. DAVIS BACON REQUIREMENTS. Reserved.

SECTION 21. DEBARMENT AND SUSPENSION. Reserved.

SECTION 22. DISADVANTAGED BUSINESS ENTERPRISE. Reserved.

SECTION 23. DISTRACTED DRIVING. Reserved.

SECTION 24. DOMESTIC PREFERENCES FOR PROCUREMENTS. Reserved.

SECTION 25. FAIR LABOR STANDARDS ACT. Reserved.

SECTION 26. FOREIGN TRADE RESTRICTION. Reserved.

SECTION 27. LOBBYING FEDERAL EMPLOYEES. Reserved.

SECTION 28. OCCUPATIONAL SAFETY AND HEALTH ACT. Reserved.

SECTION 29. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Reserved.

SECTION 30. RECOVERED MATERIALS. Reserved.

SECTION 31. RIGHT TO INVENTIONS. Reserved.

SECTION 32. SEISMIC SAFETY. Reserved.

SECTION 33. TAX DELINQUENCY AND FELONY CONVICTION. Reserved.

SECTION 34. TERMINATION OF CONTRACT. Reserved.

SECTION 35. VETERAN'S PREFERENCE. Reserved.

SECTION 36. PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS). Reserved.

ATTACHMENT D: CONTRACT ESCALATION CONTACTS

This attachment establishes the operational, service/technical and contractual escalation contacts for the CONTRACTOR and the CITY.

CONTRACTOR'S day-to-day point of contact for operational related issues is:

Supplier Company Name: U.S. Engineering Service, LLC.
Supplier Contact Name: Cody Coffin
Supplier Email: Cody.Coffin@usengineering.com
Supplier Phone Number: 816-805-9925

CONTRACTOR'S day-to-day point of contact for service/technical related issues is:

Supplier Company Name: U.S. Engineering Service, LLC.
Supplier Contact Name: John Maske
Supplier Email: John.Maske@usengineering.com
Supplier Phone Number: 816-349-4339

CONTRACTOR'S day-to-day site contract:

Supplier Company Name: U.S. Engineering Service, LLC.
Supplier Contact Name: Adam Rock
Supplier Email: Adam.Rock@usengineering.com
Supplier Phone Number: 816-392-2279

CONTRACTOR'S day-to-day point of contact for contract related issues is:

Supplier Company Name: U.S. Engineering Service, LLC.
Supplier Contact Name: Richard Jones
Supplier Email: Richard.Jones@usengineering.com
Supplier Phone Number: 816-985-5565

CITY'S day-to-day point of contact for operational related issues is:

City Company Name: KCAD
City Contact Name: Brandon Harris
City Email: brandon.harris@kcmo.org
City Phone Number: 816-243-5228

CITY'S day-to-day point of contact for service/technical related issues is:

City Company Name: KCAD
City Contact Name: William Canady
City Email: William.canady@kcmo.org
City Phone Number: 816-243-5082

CITY'S day-to-day point of contact for contract related issues is:

Procurement Name : Ifeanyi Okafor
Procurement Title, Procurement Services Division : Senior Procurement Officer
Phone : 816-243-3067
Email : ifeanyi.okafor@kcmo.org

Ordinance # 260648

Sponsor: General Services Department

…title

Authorizing the Manager of Procurement Services to exceed the $1,000,000.00 contract threshold and execute a one-year term and supply contract for Glycol Facility Operations and Maintenance (EV4376) with US Engineering, LLC from previously appropriated funds; and authorizing the Manager of Procurement services to amend and renew the contract for four (4) additional one-year terms with City Council authorization.

…body

WHEREAS the proposed contract with US Engineering, LLC is anticipated to expend an average of $1,000,000.00 annually; and

WHEREAS, pursuant to Code of Ordinances Section 3-41, the City Council must authorize contracts in excess of $1,000,000.00; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is hereby authorized to enter into a one-year term and supply contract for Glycol Facility Operations and Maintenance (EV4376) and to exceed the $1,000,000.00 contract threshold with US Engineering, LLC from funds previously appropriated to the following account: 27-8300-622354-B.

Section 2. That the Manager of Procurement Services is hereby authorized to enter into the subsequent four (4) one-year optional contract renewals, with council approval.

…end

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a purchase order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligated incurred in the purchase order.

Brenton Siverly
Director of Finance

Approved as to form:

James M. Brady
Assistant City Attorney

City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260648
Submitted Department/Preparer: General Services
Revised 01/30/25

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in Administrative Regulation (AR) 4-1.

Executive Summary

Authorizing the Manager of Procurement Services to exceed the $1,000,000.00 contract threshold and execute a one-year term and supply contract for Glycol Facility Operations and Maintenance (EV4376) with US Engineering, LLC from previously appropriated funds; and authorizing the Manager of Procurement services to amend and renew the contract for four (4) additional one-year terms with City Council authorization.

Discussion

Project Justification/Description:
To provide operations and maintenance (O&M) services for multiple Kansas City International Airport (MCI) facilities.

Term:
The term of this contract is for one year with four successive one-year renewal options to be exercised at the City's discretion with further City Council approval.

Solicitation:
This project was advertised in accordance with the City's requirements. The RFP closed on 1/19/2026 with 2 suppliers responding.

Cost:
The estimated cost of this service is $1,000,000.00 annually.

Fiscal Impact

1. Is this legislation included in the adopted budget? ☒ Yes ☐ No

2. What is the funding source?
   27-8300-622354-B, Aviation Fund

3. How does the legislation affect the current fiscal year?
   Previously appropriated funds estimated to total $1,000,000.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   Recurring, estimated $1,000,000 annually in FY28, FY29, FY30 and FY31 if renewal options are exercised.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   No.

Office of Management and Budget Review
(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. ☐ Yes ☒ No

2. This fund has a structural imbalance. ☐ Yes ☒ No

3. Account string has been verified/confirmed. ☒ Yes ☐ No

Additional Discussion (if needed)
None

Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

2. Which CWBP goal is most impacted by this legislation?
   Infrastructure and Accessibility (Press tab after selecting.)

3. Which objectives are impacted by this legislation (select all that apply):

   ☐ Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
   ☐ Develop a multimodal regional transportation system for all users.
   ☐ Develop environmentally sustainable strategies that improve quality of life and foster economic growth.

☒ Ensure adequate resources are provided for continued maintenance of existing infrastructure.
☐ Focus on delivery of safe connections to schools.
☐

Prior Legislation

N/A

Service Level Impacts

N/A

Staff Recommendation

Aviation

Select One: ☒ Sponsored
☐ Directive: Res/Ord # Click to enter Res/Ord. No.

Select One: ☒ Recommend
☐ Do Not Recommend
☐ Not Applicable

Click or tap here to provide reasoning.

Other Impacts

1. What will be the potential health impacts to any affected groups?
   N/A

2. How have those groups been engaged and involved in the development of this ordinance?
   N/A

3. How does this legislation contribute to a sustainable Kansas City?
   N/A

4. Does this legislation create or preserve new housing units?

No (Press tab after selecting)

Click or tap here to enter text.
Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

   Yes - I have submitted documents for CREO Review (Press tab after selecting)
   Please attach or copy and paste CREO's review.
   Click or tap here to enter text.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

   No(Press tab after selecting)

   Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?
   Yes(Press tab after selecting)
   In an effort to prevent disclosure of confidential information, a separate communication will be provided to City Council members to reflect the top three proposers for the RFP/Q.

Kansas City

Legislation Text

414 E. 12th Street
Kansas City, MO
64106

File #: 260648

ORDINANCE NO. 260648

Authorizing the Manager of Procurement Services to exceed the $1,000,000.00 contract threshold and execute a one-year term and supply contract for Glycol Facility Operations and Maintenance (EV4376) with US Engineering, LLC from previously appropriated funds; and authorizing the Manager of Procurement Services to amend and extend the contract.

WHEREAS the proposed contract with US Engineering, LLC is anticipated to expend an average of $1,000,000.00 annually; and

WHEREAS, pursuant to Code of Ordinances Section 3-41, the City Council must authorize contracts in excess of $1,000,000.00; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is hereby authorized to enter into a one-year term and supply contract for Glycol Facility Operations and Maintenance (EV4376) and to exceed the $1,000,000.00 contract threshold with US Engineering, LLC from funds previously appropriated to the following account: 27-8300-622354-B.

Section 2. That the Manager of Procurement Services is hereby authorized to amend and renew the Contract for four (4) additional one-year renewal terms without additional Council authorization.

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a purchase order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligated incurred in the purchase order.

Brenton Siverly
Director of Finance

Approved as to form:

James M. Brady
Assistant City Attorney

File #: 260652

ORDINANCE NO. 260652

Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a one (1) year lease agreement with two (2) options to renew for one (1) year each with Kansas City Friends of Alvin Ailey for the purpose of office space on 18th and Vine, located at 1714 E. 18th Street, Kansas City, Missouri, 64108.

WHEREAS; the revenue for this lease was previously estimated in the amount of $35,871.24.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the General Services Department is authorized to execute a one (1) year lease agreement with two (2) options to renew for one (1) year each with Kansas City Friends of Alvin Ailey for the purpose of an office space located at 1714 E. 18th Street, Kansas City, Missouri 64108, a copy of which is attached hereto in substantial form.

..end

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, each sufficient to meet the obligation hereby incurred.

_____
Brenton Siverly
Director of Finance

Approved as to form:

_____
Abigail Judah
Assistant City Attorney

CREO Document Submittal for Non e-Builder Projects: #2800

Subject:	Non-Discrimination & Equal Opportunity Review Document Upload | Contract NA | Alvin Ailey lease renewal
Creator:	Wise, Ashley
Date Created:	06.17.2026 03:47PM
Process Date Due:	
Open:	Yes

Accepted By:	
Current Step:	CREO MM All Attachm
Status:	Approved
Date Due:	

Comments

By: ,

Docusign Envelope ID: 4153987E-80DB-8601-8135-47B525BED4F0

Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Nondiscrimination & Equal Opportunity Review Form

Date: 6/5/26
Form Prepared By: Ashley Wise

Contract/Project Number: NA	Project Name: KC Friends of Alvin Ailey
Developer/Prime: NA	Contact Information: ashley.wise@kcmo.org
Final Contract Value: $35,871.24	Project Manager: Ashley Wise

Funding:	☐ City	☐ State	☐ Federal	☐ CO-OP	☐ Grant:	☐ Other:
Project Requirements:	☐ M/WBE	☐ DBE	☐ Section 3	☐ N/A		
Tax Incentive:	☐ LCRA	☐ TIF	☐ PIEA	☐ Ch. 100	☐ Other:	☑ N/A
Prevailing Wage:	☐ Yes	☐ No				
Davis-Bacon:	☐ Yes	☐ No				

Construction Employment Program:
☐ Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is $300,000 or more.
☐ No: Workforce hours are less than 800 and project cost is less than $300,000.

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: x	Ch. 38: x
RSMo 213: NA	Title VI: NA
MWDBE: NA	Prevailing Wage and Labor Standards: NA
SLBE: NA	RSMo 34 Anti-Discrimination Against Israel: NA

Contract Type:

☐ Construction	☐ Design-Build	☐ Design Professional	☐ Professional Services
☑ General Service	☐ Concession	☐ Other Goods & Services	☐ Non-Municipal Agency
☐ Co-Operative	☐ Revenue Sharing	☐ Facilities Maintenance/Repair/Renovation	

☑ Other: Lease agreement

Additional Information:

Authorizing the Director of General Services to execute a 1year lease agreement with 2 options to renew for 1 year each, (3 total years) with KC Friends of Alvin Ailey located at 1714 E. 18th St in Historical Vine District. This is a renewal lease agreement.

This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:

The Document is:

☒ Approved	☐ Disapproved

Changes Needed:

Federal Provisions Included:

☐ Approved	☐ Disapproved	☒ Not Applicable

CREO Signature: DocuSigned by: CDBE6A49076D4B6... Date: 6/18/2026

Comments:

LEASE AGREEMENT
[1714 E. 18th Street]
18th and Vine

THIS LEASE (the "**Lease**") is made on this_____day of_____, 2026 by and between the **City of Kansas City,** a Missouri constitutionally chartered municipal corporation (hereinafter called the "**Lessor**" or "**City**"), and **Kansas City Friends of Alvin Ailey,** a Missouri nonprofit corporation (hereinafter called "**Lessee**") (Collectively, the Lessor and the Lessee may be referred to herein as the "**Parties**"). The Parties hereby agree as follows:

1. PREMISES. Lesser hereby grants to said Lessee the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises; approximately **3,685** square feet at 1714 E 18th Street**, Kansas City Missouri, 64108** ("**Premises**").

2. TERM. The term of this Lease shall be for a period of one (1) year beginning **August 1, 2026, and ending July 31, 2027** ("**Term**"), with two (2) options to renew for one year each, subject to the provisions of this Lease Agreement.

3. RENT. During the Term, Lessee shall, pursuant to the Lease, pay a monthly rent of **Two Thousand Nine Hundred Eighty- Nine Dollars and Twenty- Seven cents ($2,989.27) per month**.

The total rent due for the initial twelve (12) month Lease is **Thirty-Five Thousand Eight Hundred Seventy-One Dollars and Twenty- Six cents. ($35,871.24).** Future rental amounts due are outlined on the rent schedule attached hereto and incorporated herein as **Exhibit A**.[1]

The rent shall be paid through the online payment portal available at www.kcmo.gov.

Three options for online payment:
1.) Enter your credit card information
2.) Enter your checking account information
3.) Set up recurring payments

(Please NOTE, you will need to create an account to use the recurring feature. A convenience fee will be charged for all online payments and paid to NCR Payments Inc. in the amount of .50 cents for e-check payment or 2 percent plus .25 cents for credit card payment. This fee is not paid to the City of Kansas City, Missouri.)

4. SECURITY DEPOSIT. Upon the execution of this Lease, Lessee shall pay to City

[1] In accordance with Charter Section 3-203, renewal monetary adjustments shall be increased (not to exceed 4%) to reflect the consumer price index (all items/all urban consumers/Kansas City, Missouri-Kansas) having occurred since the last preceding adjustment, as published by the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for all urban consumers. If the formulation would result in a decrease in annual rent payment, then the rent payment shall remain the same as the previous 12-month period.

$0.00 as security for the payment of rent and full and faithful performance by Lessee of its obligations under this Lease (the "**Security Deposit**"). In the event of any default, the Security Deposit shall be retained by Lessor and may be applied toward any damages incurred by Lessor as a result of such default. The Security Deposit shall not be construed as liquidated damages. Upon yielding possession of the Premises in good repair and condition, reasonable wear and tear excepted, and provided no default has occurred, Lessor will promptly return the Security Deposit without interest to Lessee.

Lessee may at any time and from time to time apply the Security Deposit, or any part thereof to curing any default that then may exist, without prejudice to any other remedy or remedies which Lessor may have on account thereof. Upon the application of all or any part of the Security Deposit as aforesaid, Lessee shall, upon demand from Lessor, pay over to Lessor the amount of the Security Deposit applied which shall be held as and may be used for the same purposes as the original Security Deposit. Should Lessor transfer or assign its interest under this Lease, the Security Deposit or any part or portion thereof not previously applied, at Lessor's option, shall be returned to Lessee or shall be assigned by Lessor to Lessor's successor in interest. If the Security Deposit is assigned to Lessor's successor, Lessee releases Lessor from any and all liability with respect to the Security Deposit or its application or return, and Lessee shall look solely to Lessor's successor for the application or return of the Security Deposit. Lessee shall not assign, pledge, mortgage, or otherwise hypothecate its interest in the Security Deposit.

5. LATE CHARGES. Lessee shall pay a one-time late charge of $75 if Lessee has failed to pay rent due hereunder by the 6th of the month.

6. USE OF PREMISES; ACCESS; PARKING. The Premises shall be used for the purpose of office space and location for a non-profit organization dance studio and no other use unless specifically authorized by the Lessor through its Director of General Services. Lessee agrees to notify the City's Director of General Services regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section.

7. ACCEPTANCE, MAINTENANCE, AND REPAIR. Lessee has inspected and knows the condition of the Premises and accepts the same in their present (subject to ordinary wear, tear, and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any, to remove reasonable moveable property), including the interior walls. Lessee will return the premises to the Lessor, undamaged except for reasonable wear and tear. At Lessor's discretion, Lessor will contract for pest control services at the Premises. Lessee will work in good faith with Lessor to schedule at a mutually agreeable time. Nothing herein shall obligate Lessor to conduct pest removal activities nor prevent Lessee from completing the same at its own expense.

8. HAZARDOUS SUBSTANCES AND WASTES. Lessee agrees that it will not keep, ship to, ship from, permit, or generate any Hazardous Material on the Leased Premises without the express consent of the Lessor. "Hazardous Material" shall mean (i) "Hazardous Substances" as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601 et seq.; (ii) "Hazardous Wastes", as defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Sections 6902 et seq.; (iii) "Hazardous Waste," as that term is defined by the Missouri Hazardous Waste Management Law, RSMO Section 260.350,

et seq.; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (v) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60) degrees Fahrenheit and 14.7 pounds per square inch absolute, except for 2000 gallons of recycled oil used for the purpose of heating the Premises; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C S 2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition.

9. POSSESSION AT THE BEGINNING OF TERM. Lessee shall have possession of the Premises as of the Effective Date.

10. QUIET ENJOYMENT. Lessor covenants and agrees that the Lessee on paying the rents and observing and keeping the covenants, agreements, and stipulations of this lease agreement, on its part to be kept, shall lawfully, peacefully, and quietly hold, occupy and enjoy said demised Premises during the demised term without hindrance, objection or molestation.

11. LESSOR'S RIGHT OF ENTRY. Lessor or Lessor's agent may enter the Premises at reasonable hours to examine the same, to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises and (during the last 60 days of the Lease only) to display the property to prospective tenants.

12. UTILITIES AND SERVICES. Lessee shall pay for all utilities and services, including but not limited to gas, electricity, internet, and phone access. Lessor will provide snow removal, unless otherwise herein expressly provided.

13. ALTERATIONS. Lessee shall not make any alterations, repairs, or additions, such as painting, renovations, installation of fixtures, or other improvements (hereinafter "**Improvements**") in or to the Premises, without the prior written consent of Lessor. Such consent shall not be unreasonably withheld. Lessee shall make or cause Lessee's Contractor to make all approved improvements in accordance with all applicable Federal, State, and Local laws.

14. SIGNS AND ADVERTISEMENTS. Lessee shall not put upon, nor permit to be put upon, but not limited to, the Common Areas, surrounding greenspace, and parking lot, any signs, billboards, or advertising whatever, without the written consent of Lessor's Director of General Services or their designee.

15. RECYCLING. It is the established policy of the City to promote environmentally sound business practices. Lessee agrees, where reasonable and practicable, to incorporate similar practices in its operations on the Premises including, but not limited to, encouraging recycling.

16. AMERICANS WITH DISABILITIES ACT. The Lessee agrees to comply with all provisions, where applicable, of the Americans with Disabilities Act, as amended from time to time during the course of this Lease.

17. INSURANCE: Lessee shall procure and maintain in effect throughout the duration of this Lease insurance coverage not less than the types and amounts specified in this section. In the event that additional Insurance, not specified herein, is required during the Term of this Lease, Lessee shall supply such insurance at City's cost. Policies containing a Self-Insured Retention will be unacceptable to City.

a. Commercial General Liability Insurance: with limits of $1,000,000 per occurrence and $2,000,000 aggregate, written on an occurrence basis. The policy shall be written or endorsed to include the following provisions:
    i. Severability of Interests Coverage applying to Additional Insureds
    ii. Contractual Liability
    iii. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000.
    iv. No Contractual Liability Limitation Endorsement
    v. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.
b. Workers' Compensation / Statutory Employers Liability with limits of:
    i. $100,000 per accident
    ii. $500,000 disease, policy limit
    iii. $100,000 disease, each employee
c. Lessee agrees to carry property insurance for the leased portion of premises and shall be on a replacement cost basis. Lessee is responsible for carrying their own personal property insurance.

Lessee shall furnish certificates including required endorsements and additional insureds as described below to the Lessor for insurance as specified herein. In the event of Lessee's failure to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. **Delivery of such certificates to Lessor shall be a condition precedent to Lessee's right to go upon the Premises.** All such insurance policies shall provide that the City and its agencies, officials, officers, and employees when acting within the scope of their authority, will be named as additional insureds for the services under this lease. All insurance must be written by companies that have an A.M. Best rating of A- V or better, and are leased or approved by the State of Missouri to do business in Missouri. They shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

18. DAMAGE BY CASUALTY. In case, during the term created or previous thereto, the Premises hereby let, shall be destroyed or shall be so damaged by fire or other casualties, as to become not tenantable, then in such event, at the option of the Lessor, the term hereby created shall cease, and this Lease shall become null and void from the date of such damage or destruction and the Lessee shall immediately surrender said Premises and all interests therein to Lessor and Lessee shall pay rent within said term only to the time of such surrender; provided, however, that Lessor shall exercise the such option to so terminate this Lease by notice in writing, delivered to Lessee within sixty days after such damage or destruction. In case Lessor shall not so elect to terminate this Lease,

in such event, this Lease shall continue in full force and effect and the Lessor shall repair the Leased Premises with all reasonable promptitude, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose may enter said Premises and rent shall abate in proportion to the extent the Premises are untenable and the duration of time the Premises are not tenantable. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment, and other of its personal property, within ten days after the request of the Lessor. If the Leased Premises shall be slightly injured by fire or the elements, so as not to render the same not tenantable and unfit for occupancy, then the Lessor shall repair the same with all reasonable promptitude, and in that case, the rent shall not abate. No compensation or claim shall be made by or allowed to the Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Leased Premises, however, the necessity may occur.

19. SUBROGATION. As part of the consideration for this Lease, each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided), occasioned to property owned by said parties which are or might be incident to or the result of a fire or any other casualty against which loss either of the parties is carrying insurance at the time of the loss; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties hereto, and the parties hereto further covenant that any insurance that they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

20. INDEMNITY AND PUBLIC LIABILITY. The Lessee shall defend and indemnify, hold harmless, protect and save the Lessor and all of its officers and employees harmless from and against any and all actions, suits, proceedings, claims and demands, loss, liens, cost, expense, including legal fees, and liability of each kind and nature whatsoever ("claims") for the injury to or death of persons or damage to property, including property owned by the Lessor and from any and all other claims whether in equity or in law asserted by others, which may be brought, made, filed against, imposed upon or sustained by the Lessor, its officers or employees, and that may, in whole or in part, arise from or be attributable to or be caused directly or indirectly by (i) any wrongful act or omission of Lessee, its officers, agents, employees, including volunteers, contractors, patrons, lessees or invitees; (ii) any violation of law, ordinance or governmental regulations or orders of any kind; or (iii) the negligent performance by the Lessee, its officers, agents, employees, including volunteers or sublessees or subcontractors of any authorized or permitted act contemplated by this Agreement; or (iv) any contaminating materials in and around the Premises, regardless of whether or not caused in part by any act or omission, including negligence, of Lessor.

21. DAMAGE TO PROPERTY ON PREMISES. Lessee agrees that all property of every kind and description kept, stored, or placed in or on the Premises shall be at Lessee's sole risk and hazard and that Lessor shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity or the elements, whether or not originating on the Premises.

22. EMINENT DOMAIN. If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or

quasi-public use or purpose, the term of this Lease shall cease and terminate upon the date when the possession of the Premises or the part thereof so taken shall be required for such use of purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of Lessor's building or the land under it or if the grade of any street or alley adjacent to the building is changed by any competent authority and such change of grade makes it necessary or desirable to remodel the building to conform to the changed grade, either party shall have the right to cancel this Lease after having given written notice of cancellation to the other party not less than ninety (90) days prior to the date of cancellation designated in the notice. In either of said events, rent at the then current rate shall be apportioned as of the date of termination. No money or other consideration shall be payable by the Lessor to the Lessee for the right of cancellation. Nothing in this paragraph shall preclude an award being made to Lessee for loss of business or depreciation to the cost or removal of equipment or fixtures.

23. PUBLIC REQUIREMENTS. Lessee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises or the use thereof and save Lessor harmless from expense or damage resulting from failure to do so. Without limiting the foregoing, Lessee shall comply with the City Required Terms and Conditions attached hereto as Exhibit B and incorporated herein by reference. Lessee shall not discriminate and shall comply with Chapter 38 of the City Code of Ordinances and Chapter 213, RSMo.

24. ASSIGNMENT AND SUBLEASE. Lessee shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor. Lessor retains the right to withhold its consent for any assignment, transfer, or sublease for any reason whatsoever, including limiting the type of use or number of similar subleases on Premises at any given time. Any sublease of Premises must contain a subrogation provision and an indemnity provision that mirrors the language of Sections 19 and 20 of this Lease, with the Sublessee indemnifying the Lessor. Sublessee also shall require any Sublessee to obtain insurance coverage in amounts equal to those in Section 17 of this Lease and naming Lessor as an additional insured. Lessee understands, however, that in the event of a sublease, Lessee is still responsible for complying with all terms of this Lease.

25. RECORDING. Lessee shall not, without the prior written approval of Lessor, record this Lease or cause it to be recorded. In the event that Lessee does cause it to be recorded, Lessor may terminate the Lease, upon thirty days' notice, at its sole option.

26. FIXTURES. Upon the termination of this Lease or before, the Lessor will permit the Lessee or its agents to enter the Premises and remove any and all **non-realty** items that have been contributed or consigned to the Lessee. Non-realty items are defined as items not permanently attached to the structure and removable without significant damage such as drapes, furnishings, and portable appliances.

27. SURRENDER AT THE END OF THE TERM. At the expiration of the Term, the Lessor or its agent shall have the right to enter and take possession of the Leased Premises, and the Lessee agrees to deliver same without process of law, and the Lessee shall be liable to Lessor for any loss or damage, including attorney's fees and court costs incurred, as a result of Lessee's failure to comply with the terms hereof.

28. HOLDING OVER. Any holding over by Lessee after the expiration of the Term, or any lawful extension thereof, shall be construed to be a tenancy from month to month at a monthly rental equal to two hundred percent (200%) of the rent payable during the last month immediately prior to the expiration of the term and shall otherwise be on the terms and conditions herein specified. Nothing herein set out shall be construed to authorize any such holding over.

29. DEFAULT. Lessee shall be in default hereunder if (i) Lessee fails to pay when due Rent and/or any other sums due under this Lease and such default shall continue for more than five (5) days after written notice from Lessor to Lessee ("Monetary Default"); or (ii) Lessee fails to observe, comply, or perform any of the other provisions of this Lease and such default shall continue for more than ten (10) days after written notice from Lessor to Lessee ("Nonmonetary Default"). If Lessee is in default for more than five (5) days after Lessor gives written notice of a Monetary Default, or ten (10) days after Lessor gives written notice of a Nonmonetary Default, or if the Premises has been vacated or abandoned, Lessor may declare the Term ended and re-enter the Premises with or without process of law. No such re-entry or taking possession of the Premises shall be construed as an election on Lessor's part to terminate this Lease unless Lessor provides Lessee with a written notice of termination. Upon such termination, at the option of the Lessor, and Lessor may re-enter the Premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this Lease shall terminate and the Lessor may exclude Lessee from the Premises, changing the lock on the door or doors if deemed necessary, if applicable, without being liable to Lessee for any damages or for prosecution therefor; Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the Lessee expressly agrees, notwithstanding termination of this Lease and re-entry by the Lessor that the Lessee shall remain liable for a sum equal to the entire rent payable to the end of the Term hereof and shall pay any loss or deficiency sustained by the Lessor on account of the Premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee, without notice may re-let the Leased Premises or any part thereof for the remainder of the Term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between sum equal to the amount of rent payable during the residue of the Term and net rent received by the Lessor during the Term after deducting all expenses of every kind for repairs, recovering possession and reletting the same, which differences shall accrue and be payable monthly.

In lieu of termination, Lessor may also, without waiving Lessee's default cure Lessee's default, as specified in such notice of default at Lessee's cost and expense, and such expense shall be deemed to be additional rent payable by Lessee with the next succeeding monthly installment of rent.

All property of the Lessee which is now or may hereafter be at any time during the Term of this Lease in or upon said Premises, whether exempt from execution or not, shall be bound by and subject to a lien for the payment of the rent herein reserved, and for any damages arising from any breach by the Lessee of any of the covenants or agreements of this Lease to be performed by Lessee. In the event of default by Lessee in the payment of rent or otherwise, Lessor may foreclose the such lien and take possession of said property or any part or parts thereof and sell or cause the same to be sold, at such place as Lessor may elect, at public or private sale, with or without notice, to the highest bidder capable of paying the bid price, and apply the proceeds of said sale to pay the costs of taking possession of and selling said property, then owed toward the debt and/or damages as aforesaid. Any

excess of the proceeds of said sale over said costs, debt, and/or damages shall be paid to Lessee. Any such sales shall bar any right of redemption by Lessee.

All the remedies herein provided shall be cumulative to all other rights or remedies herein given to Lessor or given to Lessor by law. In the event of a non-monetary default by Lessee, for which written notice has been given by Lessor to Lessee, as required above, which nonmonetary default, because of its nature, cannot be cured or completely cured within the ten (10) day cure period, then Lessee shall not be deemed to be in default beyond the period to cure the same if correction thereof by Lessee is commenced within the ten (10) day period and when commenced, is diligently prosecuted to completion.

30. WAIVER. The rights and remedies of the Lessor under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default, or defaults, of this Lease hereunder, shall not be deemed or construed to be a continuing waiver of such breach or default not as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of this Lease shall reinstate, continue or extend the term above demised.

31. BANKRUPTCY. Neither this Lease nor any interest therein nor in any estate hereby created shall pass to any trustee receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof.

32. NOTICE. Any notice hereunder to Lessee shall be sufficient if sent by U.S. Mail, postage prepaid, addressed to Lessee:

Addressed to Lessee:
Carla Williams Evans
Executive Director
KC Friends of Alvin Ailey
1714 E 18th Street
Kansas City, MO 64108
carla@kcfaa.org
816-471-6003

Addressed to Lessor:
Manager of Real Estate GSD – Real Estate Services
17th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106

33. COVENANTS TO RUN WITH THE PREMISES. The covenants herein contained shall run with the Premises hereby let and bind the heirs, executors, administrators,

assigns, and successors of the Lessor and Lessee respectively and consent of Lessor to assignment, and acceptance of rent from the assignee of the Lessee shall not release the Lessee from their obligation to pay rent and comply with the other conditions of this Lease.

34. ENTIRE AGREEMENT. This Lease Agreement contains the entire agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties unless evidenced by an agreement in writing signed by the Lessor and the Lessee after the date hereof.

35. APPROVAL BY THE CITY COUNCIL. This Lease is not effective until ten (10) working days after approval by the City Council by way of an approved ordinance.

36. TERMINATION. Lessor may terminate this Lease prior to the expiration of the Term for any public purpose. Lessor shall give Lessee sixty (60) days written notice prior to terminating the Lease and reimburse Lessee for Lessee's improvements to the Premises. The 60-day notice requirement contained in this Section shall not apply to any other termination provisions in this Lease.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BANK]

IN WITNESS WHEREOF, each party hereto has caused this Lease to be executed on behalf of such party by an authorized representative as of the date first set forth above.

THIS CONTRACT CONTAINS INDEMNITY PROVISIONS.

LESSEE:

BY: _____
Print Name:
Title:

Date: _____

LESSOR:

CITY OF KANSAS CITY
A Constitutionally Chartered Municipal
Corporation of the State of Missouri

BY: _____
Yolanda McKinzy
Director, General Services Department

DATE: _____

APPROVED AS TO FORM

BY: _____
Abigail Judah, Assistant City Attorney

EXHIBIT A

RENT SCHEDULE

MONTH	RENT AMOUNT
INITIAL TERM Aug 1, 2026- July 31, 2027	
MONTH 1	$2989.27.
MONTH 2	$2989.27
MONTH 3	$2989.27
MONTH 4	$2989.27
MONTH 5	$2989.27
MONTH 6	$2989.27
MONTH 7	$2989.27
MONTH 8	$2989.27
MONTH 9	$2989.27
MONTH 10	$2989.27
MONTH 11	$2989.27
MONTH 12	$2989.27
FIRST RENEWAL TERM: Aug 1, 2027- July 31, 2028	
MONTH 1	$2989.27
MONTH 2	$2989.27
MONTH 3	$2989.27
MONTH 4	$2989.27
MONTH 5	$2989.27
MONTH 6	$2989.27
MONTH 7	$2989.27
MONTH 8	$2989.27
MONTH 9	$2989.27
MONTH 10	$2989.27
MONTH 11	$2989.27
MONTH 12	$2989.27
SECOND RENEWAL TERM: Aug 1, 2027- July 30, 2028	
MONTH 1	$2989.27
MONTH 2	$2989.27
MONTH 3	$2989.27
MONTH 4	$2989.27
MONTH 5	$2989.27
MONTH 6	$2989.27
MONTH 7	$2989.27
MONTH 8	$2989.27
MONTH 9	$2989.27
MONTH 10	$2989.27
MONTH 11	$2989.27
MONTH 12	$2989.27

EXHIBIT B

ADDENDUM
CITY REQUIRED TERMS AND CONDITIONS

1. Records and Audit Requirements.

a. For the purposes of this Section:

1) The "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Agreement and their delegates and agents.

2) "Records" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Agreement and all amendments and renewals of this Agreement.

b. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Agreement and all Agreement amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days' written notice from the City.

2. Affirmative Action. If this Agreement exceeds $300,000.00 and Contractor employs fifty (50) or more employees, Contractor shall comply with the City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of the City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto. In executing this Agreement subject to said provisions, if such conditions are triggered, Contractor warrants that it will put into place an affirmative action program and will maintain the affirmation action program in place for the duration of the Agreement. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed $50,000.00, as set forth herein. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code.

a. For the purposes of this Section, "Subcontractor" shall mean any subcontractors, affiliates, or delegates with whom Contractor subcontracts or to whom Contractor delegates any of its obligations under this Agreement.

b. In the event this Agreement exceeds $300,000.00 and Contractor employs fifty (50) or more employees, Contractor shall:

1) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Agreement;

2) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Agreement, unless a copy has already been submitted to CREO at any point within the previous two calendar years, and if, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Agreement, unless a copy has already been submitted to CREO at any point within the

previous two calendar years;

3) Require any Subcontractor awarded a subcontract exceeding $300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract; and

4) Obtain from any Subcontractor awarded a subcontract exceeding $300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

c. The City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision, if applicable. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Agreement and this Agreement may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by the City for a period of one (1) year. This is a material term of this Agreement.

3. Tax Compliance. Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this Agreement or any contract renewal when the total contract amount exceeds $160,000.00. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed $50,000.00, as set forth herein. If Contractor performs work on a contract that is for a term longer than one year, Contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

4. Employee Eligibility Verification. If this Agreement exceeds five thousand dollars ($5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/ files/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of this Agreement, or at any point during the term of this Agreement if requested by the City.

5. Anti-Discrimination Against Israel. If this Agreement exceeds $100,000.00 and Contractor employs at least ten (10) employees, pursuant to Section 34.600, RSMo., by executing this Agreement, Contractor 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. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed $50,000.00, as set forth herein.

6. Non-Discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

7. Ban the Box in Hiring and Promotion.

a. Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

b. Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

c. This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

8. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

9. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

ORDINANCE NO. 260652

Sponsor: Director of General Services
…title
Authorizing the Director of General Services to execute a one (1) year lease agreement with two (2) options to renew for one (1) year each with KC Friends of Alvin Ailey for the purpose of an office space on 18th and Vine, located at 1714 E. 18th Street, Kansas City Missouri, 64108.
…body

WHEREAS; the revenue for this lease was previously estimated in the amount of $35,871.24.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

That the Director of the General Services Department is authorized to execute a one (1) year lease agreement with two (2) options to renew for one (1) year each with KC Friends of Alvin Ailey for the purpose of an office space, of which is attached hereto in substantial form.

…end

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, each sufficient to meet the obligation hereby incurred.

_____
Brenton Siverly
Director of Finance

Approved as to form:

_____
Abigail Judah
Assistant City Attorney

City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260652
Submitted Department/Preparer: General Services
Revised 01/30/25

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in Administrative Regulation (AR) 4-1.

Executive Summary

Authorizing the Director of General Services to execute a one (1) year lease agreement with two (2) options to renew for one (1) year each with KC Friends of Alvin Ailey.

Discussion

Renewing a lease with KC Friends of Alvin Ailey located at 18th and Vine. KCFAA is a long time tenant and a staple in the District.

Fiscal Impact

1. Is this legislation included in the adopted budget? ☒ Yes ☐ No

2. What is the funding source?
   1000-071600-457500

3. How does the legislation affect the current fiscal year?
   Recognizes previouslly estimated revenue in the amount of $35,871.24.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   Yes, the lease will provide revenue in future fiscal years if the options to renew are exercised.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   Yes, it generates lease revenue.

Office of Management and Budget Review

(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. ☒ Yes ☐ No
2. This fund has a structural imbalance. ☒ Yes ☐ No
3. Account string has been verified/confirmed. ☒ Yes ☐ No

Additional Discussion (if needed)
Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan
2. Which CWBP goal is most impacted by this legislation?
   Finance and Governance (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):

   ☒ Ensure City Government is responsive, representative, engaged, and transparent; particularly when faced with unforeseen challenges.
   ☐ Operate an efficient City government workforce through effective employee recruitment, development, retention, and engagement.
   ☐ Present a realistic view of financial indicators for improved communications on impact to the City.
   ☐
   ☐
   ☐

Prior Legislation

N/A

Service Level Impacts

N/A

Staff Recommendation

GSD

Select One: ☒ Sponsored
☐ Directive: Res/Ord # Click to enter Res/Ord. No.

Select One: ☒ Recommend
☐ Do Not Recommend
☐ Not Applicable

This lease generates revenue for the City.

Other Impacts

1. What will be the potential health impacts to any affected groups?
   NA

2. How have those groups been engaged and involved in the development of this ordinance?
   NA

3. How does this legislation contribute to a sustainable Kansas City?
   NA

4. Does this legislation create or preserve new housing units?
   No (Press tab after selecting)

   Click or tap here to enter text.
   Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

   Yes - I have submitted documents for CREO Review (Press tab after selecting)
   Please attach or copy and paste CREO's review.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

   No(Press tab after selecting)

   Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?
   No(Press tab after selecting)

File #: 260657

ORDINANCE NO. 260657

Sponsor: City Manager's Office

Authorizing the City Manager to sign a Torch Relay Agreement with LA28 for the LA28 Olympic and Paralympic Games; stating the Council's intent to provide funding for certain City services in connection with the LA28 Olympic Torch Relay if the City is selected; directing the City Manager to include funding in the 2027-28 and 2028-29 annual budget to cover any and all required City services, including but not limited to police, fire, traffic, EMS, transportation, sanitation, and all other contractual obligations to support the 2028 Olympic Torch Relay in Kansas City and all related events and activities; appropriating $1,000.00 from the Unappropriated Fund Balance of the Development Services Fund (2210) to cover preliminary costs associated with the submittal; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, Kansas City is thrilled about the prospect of participating in LA28's historic Torch Relay; and

WHEREAS, Kansas City is currently working directly with LA28 regarding the planning phases and the next steps in the consideration process; and

WHEREAS, the entire nation can be proud of these Games, and we are honored to potentially play a role in its nationwide footprint and showcase our community to the world; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to sign a Torch Relay Agreement with LA28.

Section 2. That the Council hereby expresses its intent to provide the necessary funds to provide City services, including but not limited to police, fire, traffic control, EMS, transportation, and sanitation services, to support the 2028 Olympic Torch Relay in Kansas City and all related events and activities.

Section 3. That the Council hereby directs the City Manager to include, in the submitted budget for fiscal years 2027-28 and 2028-29, the necessary funding to provide City services, including but not limited to police, fire, traffic control, EMS, transportation, and sanitation

services, and all other contractual obligations to support the 2028 Olympic Torch Relay in Kansas City and all related events and activities.

Section 4. That the sum of $1,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Development Services Fund, Fund No. 2210, to the following account:

27-2210-101522-B	Special Projects	$1,000.00

Section 6. That the City Manager is hereby designated as requisitioning authority for Account No. 27-2210-101522-B.

Section 7. That this ordinance, relating to the appropriation of money, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) of the City Charter and shall take effect in accordance with that section.

..end

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, each sufficient to meet the obligation hereby incurred.

_____

Brenton Siverly
Director of Finance

Approved as to form:

_____

Nelson V. Munoz
Deputy City Attorney

City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260657
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in Administrative Regulation (AR) 4-1.

Executive Summary

Authorizing the City Manager to sign a Torch Relay Agreement with LA28 for the LA28 Olympic and Paralympic Games; stating the Council's intent to provide funding for certain City services in connection with the LA28 Olympic Torch Relay if the City is selected; directing the City Manager to include funding in the 2027-28 and 2028-29 annual budget to cover any and all required City services, including but not limited to police, fire, traffic, EMS, transportation, sanitation, and all other contractual obligations to support the 2028 Olympic Torch Relay in Kansas City and all related events and activities; appropriating $1,000.00 from the Unappropriated Fund Balance of the Development Services Fund (2210); and recognizing this ordinance as having an accelerated effective date.

Discussion

Kansas City is thrilled about the prospect of participating in LA28's historic Torch Relay. Kansas City is currently working directly with LA28 regarding the planning phases and the next steps in the consideration process. The entire nation can be proud of these Games, and we are honored to potentially play a role in its nationwide footprint and showcase our community to the world.

Fiscal Impact

1. Is this legislation included in the adopted budget? ☐ Yes ☒ No

2. What is the funding source?
   Development Services
   27-2210-101522-B Special Projects $1,000.00

3. How does the legislation affect the current fiscal year?

This legislation appropriates $1,000 from the Unappropriated Fund Balance of the Development Services Fund for the purpose of allowing this ordinance to have an accelerated effective date, allowing the City to meet LA28's deadline to participate in the Torch Relay for the 2028 Olympic Games.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   The City Manager is directed to included in the Submitted Budget for FY 2028 and FY 2029 funding to provide services and contractual obligations to support the Torch Relay.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   This ordinance does not directly generate revenue, and the revenue impact from participation in the event is indeterminate at this time.

Office of Management and Budget Review
(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. ☐ Yes ☒ No
2. This fund has a structural imbalance. ☒ Yes ☐ No
3. Account string has been verified/confirmed. ☒ Yes ☐ No

Additional Discussion (if needed)
The Development Services Fund has Unappropriated Fund Balance available to support the proposed amount. The calculated unreserved fund balance of the Development Services Fund is $13.7 million, as of 07/22/2026.

Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan
2. Which CWBP goal is most impacted by this legislation?
   Inclusive Growth and Development (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):

   ☐ Develop strategies focusing on areas traditionally underserved by economic development and redevelopment efforts.

☐ Ensure quality, lasting development throughout the City; and continuing to grow the economy and the population of Kansas City in all areas.
☐ Increase and support local workforce development and small and locally owned businesses.
☐ Create a more efficient, solutions-oriented environment, making it easier to operate within the City.
☒ Implement an economic development and tourism strategy to attract major investment and visitors.
☐

Prior Legislation

N/A

Service Level Impacts

This legislation may affect service levels for public safety and sanitation operations for the period of the event.

Staff Recommendation

City Manager's Office

Select One: ☒ Sponsored
☐ Directive: Res/Ord # Click to enter Res/Ord. No.

Select One: ☒ Recommend
☐ Do Not Recommend
☐ Not Applicable

This ordinance provides an opportunity for the City to participate in another major global sporting event, elevating the City's international profile as an entertainment and tourism destination.

Other Impacts

1. What will be the potential health impacts to any affected groups?
   N/A

2. How have those groups been engaged and involved in the development of this ordinance?
   N/A

3. How does this legislation contribute to a sustainable Kansas City?
   N/A

4. Does this legislation create or preserve new housing units?
   No (Press tab after selecting)

   Click or tap here to enter text.
   Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

   No - CREO's review is not applicable (Press tab after selecting)
   Please provide reasoning why not:
   This legislation does not seek to authorize an agreement for which CREO review is necessary.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

   No(Press tab after selecting)

   Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?
   No(Press tab after selecting)

APPROPRIATION TRANSACTION

CITY OF KANSAS CITY, MISSOURI

DEPARTMENT: Finance

BUSINESS UNIT: KCMBU **DATE:** 7/22/2026 **JOURNAL ID:** ## 260657

LEDGER GROUP: ADMIN **BUDGET PERIOD:** 2027

FUND	DEPT ID	ACCOUNT	PROJECT	AMOUNT
2210	101522	619080		$ 1,000.00

TOTAL 1,000.00

DESCRIPTION:

Authorizing the City Manager to sign a Torch Relay Agreement with LA28 for the LA28 Olympic and Paralympic Games; stating the Council's intent to provide funding for certain City services in connection with the LA28 Olympic Torch Relay if the City is selected; directing the City Manager to include funding in the 2027-28 and 2028-29 annual budget to cover any and all required City services, including but not limited to police, fire, traffic, EMS, transportation, sanitation, and all other contractual obligations to support the 2028 Olympic Torch Relay in Kansas City and all related events and activities; appropriating $1,000.00 from the Unappropriated Fund Balance of the Development Services Fund (2210); and recognizing this ordinance as having an accelerated effective date.

APPROVED BY:	DATE	APPROVED BY: DEPARTMENT HEAD	DATE
Michael Jenkins	7/22/2026		

Kansas City

Legislation Text

414 E. 12th Street
Kansas City, MO
64106

File #: 260657

ORDINANCE NO. 260657

Authorizing the City Manager to sign a Torch Relay Agreement with LA28 for the LA28 Olympic and Paralympic Games; stating the Council's intent to provide funding for certain City services in connection with the LA28 Olympic Torch Relay if the City is selected; directing the City Manager to include funding in the 2027-28 and 2028-29 annual budget to cover any and all required City services, including but not limited to police, fire, traffic, EMS, transportation, sanitation, and all other contractual obligations to support the 2028 Olympic Torch Relay in Kansas City and all related events and activities; appropriating $1,000.00 from the Unappropriated Fund Balance of the Development Services Fund (2210) to cover preliminary costs associated with the submittal; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, Kansas City is thrilled about the prospect of participating in LA28's historic Torch Relay; and

WHEREAS, Kansas City is currently working directly with LA28 regarding the planning phases and the next steps in the consideration process; and

WHEREAS, the entire nation can be proud of these Games, and we are honored to potentially play a role in its nationwide footprint and showcase our community to the world; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to sign a Torch Relay Agreement with LA28.

Section 2. That the Council hereby expresses its intent to provide the necessary funds to provide City services, including but not limited to police, fire, traffic control, EMS, transportation, and sanitation services, to support the 2028 Olympic Torch Relay in Kansas City and all related events and activities.

Section 3. That the Council hereby directs the City Manager to include, in the submitted budget for fiscal years 2027-28 and 2028-29, the necessary funding to provide City services, including but not limited to police, fire, traffic control, EMS, transportation, and sanitation services, and all other contractual obligations to support the 2028 Olympic Torch Relay in Kansas City and all related events and activities.

Section 4. That the sum of $1,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Development Services Fund, Fund No. 2210, to the following account:

27-2210-101522-B	Special Projects	$1,000.00

Section 6. That the City Manager is hereby designated as requisitioning authority for Account No. 27-2210-101522-B.

Section 7. That this ordinance, relating to the appropriation of money, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) of the City Charter and shall take effect in accordance with that section.

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, each sufficient to meet the obligation hereby incurred.

Brenton Siverly
Director of Finance

Approved as to form:

Nelson V. Munoz
Deputy City Attorney

File #: 260658

ORDINANCE NO. 260658

Sponsor: Councilmember Melissa Patterson Hazley

Amending Chapter 2, Code of Ordinances by enacting a new Chapter 2-1694, Code of Ordinances, entitled "Housing Accelerator Fund," to provide funding grant awards for the rehabilitation and the return to productive use of abandoned, nuisance, and distressed residential properties in disinvested neighborhoods; establishing the Housing Accelerator Fund in the records of the City of Kansas City, Missouri; reducing previously appropriated funds in the General Fund (1000) by $500,000.00; appropriating $500,000.00 from the Unappropriated Fund Balance of the General Fund (1000) and appropriating a like transfer to the Housing Accelerator Fund (2910); reducing previously appropriated funds in the Development Services Fund (2210) by $250,000.00; appropriating $250,000.00 from the Unappropriated Fund Balance of the Development Services Fund (2210) and appropriating a like transfer to the Housing Accelerator Fund (2910); appropriating $750,000.00 from the Unappropriated Fund Balance of the Housing Accelerator Fund (2910) to provide gap funding for the rehabilitation of eligible residential properties by qualified rehabilitation partners; designating requisitioning authority; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, certain Kansas City neighborhoods continue to experience high concentrations of residential vacancy, abandonment, dangerous structures, tax delinquency, and disinvestment, which contribute to reduced property values, increased crime, public safety concerns, and neighborhood instability; and

WHEREAS, these conditions create public safety concerns, limit housing opportunity, and require targeted intervention beyond the capacity of existing redevelopment tools, which often lack flexible funding for major rehabilitation of severely distressed residential structures; and

WHEREAS, the City seeks to return abandoned and nuisance residential properties to productive use by establishing the Housing Accelerator Fund to support strategic rehabilitation projects that reduce blight, stabilize neighborhoods, expand affordable homeownership opportunities, and leverage private investment; and

WHEREAS, neighborhoods meeting objective distress criteria—including high residential vacancy, CDBG eligibility, designated target areas, or other blight indicators—require prioritized investment to reverse cycles of decline and promote long-term revitalization; and

WHEREAS, eligible properties include receivership properties, public nuisance properties, and strategic acquisition properties identified by the City as priorities for stabilization, ensuring that public resources are directed toward the most impactful rehabilitation opportunities; and

WHEREAS, limiting participation to Qualified Housing Accelerator Rehabilitation Partners selected through a competitive qualifications-based process and possessing demonstrated experience, good standing, and compliance with applicable licensing and workforce requirements will protect public investment and promote high-quality rehabilitation outcomes; and

WHEREAS, awards will be made through a competitive process limited to those prequalified partners and based on neighborhood impact, feasibility, affordability commitments, and long-term stabilization benefits; and

WHEREAS, public investment must result in public benefit, and therefore recipients will be required to provide owner-occupancy opportunities or maintain long-term affordability for rental units, preventing speculation and supporting sustainable neighborhood revitalization; and

WHEREAS, the Council finds that establishing a dedicated Housing Accelerator Fund to provide gap funding for the rehabilitation of eligible residential properties by qualified rehabilitation partners serves a public purpose and complements existing housing and redevelopment programs of the City; and

WHEREAS, Ordinance No. 260205 appropriated $750,000 in the Fiscal Year 2026-27 budget for major home repair including $500,000.00 from the General Fund and $250,000.00 from the Development Services Fund; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances, is hereby amended by enacting a new Section 2-1694 entitled “Housing Accelerator Fund,” to read as follows:

SECTION 2-1694. HOUSING ACCELERATOR FUND

Sec. 2-1694.1 Purpose.

The purpose of this Chapter is to support the rehabilitation and return to productive use abandoned, nuisance, and distressed residential properties located in the City’s most disinvested neighborhoods, thereby reducing blight, increasing housing opportunity, stabilizing property values, expanding affordable homeownership, and encouraging long-term neighborhood revitalization. Money in the Fund is intended to provide gap funding that complements existing housing and redevelopment programs.

Sec. 2-1694.2. Definitions.

For purposes of this Chapter, the following terms mean:
"Director" means the Director of the Neighborhood Services Department or the Director's designee.

"Fund" means the Housing Accelerator Fund.

"Prequalified Pool" means the group of Qualified Housing Accelerator Rehabilitation Partners selected pursuant to this Chapter and eligible to compete for awards from the Fund.

"Qualified Housing Accelerator Rehabilitation Partner" means a person or entity selected for inclusion in the Prequalified Pool through a competitive process and that meets the requirements of Section 2-1694.6.

"Target Area" means any area that satisfies at least one of the following criteria: (1) a residential vacancy rate of at least 40 percent; (2) location within a census tract eligible for assistance under the federal Community Development Block Grant (CDBG) program or an area designated by the United States Department of Housing and Urban Development as a low-to-moderate income area; (3) designation by the Council as a housing accelerator target area; or (4) the presence of other blight indicators approved by ordinance. The Director shall document the criterion relied upon for each Target Area.

Sec. 2-1694.3. Administration of the Fund.

The Director shall administer the Fund and this Chapter. The Director may adopt administrative regulations, consistent with this Chapter, governing the prequalification of participants, the establishment and maintenance of the Prequalified Pool, project-specific competitive solicitations applications, awards, disbursement, monitoring, and enforcement.

Sec. 2-1694.4. Eligible Properties.

Money in the Fund may be used only for residential properties that satisfy each of the following requirements:

(a) Property type. The property is a single-family home, duplex, triplex, or fourplex. Commercial properties, mixed-use developments, vacant commercial structures, industrial properties, new construction projects, and market-rate multifamily developments exceeding four units are not eligible.

(b) Geographic requirement. The property is located within a Target Area as defined in Section 2-1694.2.

(c) Property condition. The property must meet one or more of the following conditions:

(1) Receivership property. The property has been placed into court-appointed receivership, is eligible for receivership proceedings, and has documented abandonment.

(2) Public nuisance property. The property is cited for dangerous building violations, chronic code violations, unsafe occupancy conditions, or long-term vacancy.

(3) Strategic acquisition property. The property has been identified by the City as a priority for neighborhood stabilization.

Sec. 2-1694.5. Allowable and Prohibited Expenditures.

Money in the Fund may be used for:

(a) Major rehabilitation, including structural repairs, roof replacement, foundation repair, mechanical systems, plumbing, electrical, environmental remediation, accessibility improvements, and code compliance work; and

(b) Acquisition and stabilization, including emergency stabilization, property securing, and site preparation directly associated with rehabilitation.

Money in the Fund may not be used for new construction, luxury improvements, commercial redevelopment, routine maintenance, administrative overhead exceeding 10% of an award, property speculation, or demolition without an approved redevelopment plan.

Sec. 2-1694.6. Prequalification of Housing Accelerator Rehabilitation Partners.

(a) The Director shall establish a Prequalified Pool of persons and entities eligible to compete for awards from the Fund. The Prequalified Pool shall be established through a publicly advertised Request for Qualifications or other competitive qualifications-based selection process.

(b) To be selected for inclusion in the Prequalified Pool, a person or entity shall:

(1) demonstrate successful experience in the rehabilitation of residential properties;

(2) demonstrate sufficient financial, managerial, and organizational capacity to complete rehabilitation projects;

(3) maintain good standing with the City and demonstrate a satisfactory record of compliance with applicable City contracts, agreements, ordinances, and program requirements;

(4) satisfy applicable licensing, insurance, workforce, and other legal requirements;

(5) demonstrate the ability to complete projects within established budgets and timeframes; and

(6) demonstrate the ability and willingness to comply with the required affordability and occupancy requirements.

(c) The Request for Qualifications may establish additional qualifications, submission requirements, evaluation criteria, minimum scoring requirements, and other standards consistent with this Chapter.

(d) The Director may establish a term for participation in the Prequalified Pool and may periodically reopen, renew, or conduct a new qualifications process to add or requalify participants.

(e) The Director may suspend or remove a participant from the Prequalified Pool for failure to maintain the required qualifications, failure to perform satisfactorily, noncompliance with an award agreement, or other grounds established by administrative regulation or the applicable solicitation.

(f) Selection for inclusion in the Prequalified Pool does not constitute an award of Fund money and does not create any right or entitlement to receive an award or participate in any particular project.

Sec. 2-1694.7. Competitive Selection of Projects.

Awards from the Fund shall be made through a competitive process limited to Qualified Housing Accelerator Rehabilitation Partners included in the Prequalified Pool. The Neighborhood Services Department shall issue a Request for Proposals or other competitive solicitation identifying the eligible properties or projects, available funding, applicable requirements, and evaluation criteria.

Evaluation criteria may include neighborhood impact, cost effectiveness, rehabilitation feasibility, readiness to proceed, time to completion, affordability commitments, past performance, and long-term stabilization benefits. Selection for the Prequalified Pool does not guarantee an award.

Sec. 2-1694.8. Public Benefit Conditions.

As a condition of any award, a Qualified Housing Accelerator Rehabilitation Partner shall comply with one of the following:

(a) *Homeownership Option.* The recipient shall sell each completed property to one or more individual persons who agree to own and occupy the property, or at least one dwelling unit within the property, as their principal residence for a period of not less than five years following the date of purchase. If the purchaser sells or transfers the property or ceases to occupy it as a principal residence during the five-year period, the purchaser shall repay to the City the amount of the award attributable to the property. The owner-occupancy and repayment requirements shall be secured by an agreement, deed restriction, deed of trust, or other instrument approved by the City; or

(b) *Rental Option, if permitted by the Director.* The recipient shall maintain each assisted unit as affordable to households with incomes at or below 80 percent of area median income (AMI), adjusted for household size, for a period of not less than 15 years and shall comply with local housing quality standards.

The Council may prioritize owner-occupancy as a policy goal in the administration of the Fund.

Sec. 2-1694.9. Reporting.

The Director shall report annually to the Council on the activities of the Fund, including the number of properties rehabilitated, the number of housing units created or preserved and the number that are affordable, the awards made, and the expenditures from the Fund.

Section 2**.** That the "Housing Accelerator Fund" (the "Fund") is established within the City Treasury.

Section 3. That the appropriation in the following account of the General Fund is hereby reduced by the following amount:

27-1000-552349-619080	Neighborhood Initiatives	$500,000.00

Section 4. That the sum of $500,000.00 is hereby appropriated from the Unappropriated Fund Balance of the General Fund to the following account:

27-1000-129998-902910	Transfer to Housing Accelerator Fund	$500,000.00

Section 5. That the appropriation in the following account of the Development Services Fund is hereby reduced by the following amount:

27-2210-552349-619080	Neighborhood Initiatives	$250,000.00

Section 6. That the sum of $250,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Development Services Fund to the following account:

27-2210-129998-902910	Transfer to Housing Accelerator Fund	$250,000.00

Section 7. That the revenue estimate in the following account of the Housing Accelerator Fund, Fund No. 2910, is hereby increased by the following amounts:

27-2910-120000-501000	Transfer from the General Fund	$500,000.00
27-2910-120000-502210	Transfer from the Development Services Fund	250,000.00
	TOTAL	$750,000.00

Section 8. That the sum of $750,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Housing Accelerator Fund, to the following account:

27-2910-572349-619080 Neighborhood Initiatives $750,000.00

Section 9**.** That the Director of the Neighborhood Services Department is designated as requisitioning authority for Account No. 27-2910-572349-619080.

Section 10. That this ordinance, relating to the appropriation of money, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3) of the City Charter and shall take effect in accordance with that section.

..end

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, each sufficient to meet the obligation hereby incurred.

_____
Director of Finance

Approved as to form:

_____
Joseph A. Guarino
Senior Associate City Attorney

NO

DOCKET

MEMO

PROVIDED

FOR

260658

File #: 260659

ORDINANCE NO. 260659

Sponsor: Councilmember Melissa Patterson Hazley

Designating certain neighborhoods and properties as Housing Accelerator Target Areas pursuant to Section 2-1694.2, Code of Ordinances.

WHEREAS, the Council is establishing the Housing Accelerator Fund to support the rehabilitation and return to productive use of abandoned, nuisance, and distressed residential properties in disinvested neighborhoods; and

WHEREAS, Section 2-1694.2, Code of Ordinances, will authorize the Council to designate areas as Housing Accelerator Target Areas; and

WHEREAS, the Council finds that the neighborhoods and properties designated by this ordinance exhibit vacancy, abandonment, dangerous structures, tax delinquency, disinvestment, or other indicators of blight warranting prioritized investment through the Housing Accelerator Fund; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That, pursuant to Section 2-1694.2, Code of Ordinances, each parcel containing a residential property that meets either of the following criteria is designated as a Housing Accelerator Target Area:

(a) the property is included on the City's dangerous buildings list; or

(b) the property is owned by the Kansas City, Missouri Homesteading Authority or the Land Bank of Kansas City, Missouri and otherwise satisfies the eligibility requirements of Section 2-1694.4, Code of Ordinances.

Section 2. That, pursuant to Section 2-1694.2, Code of Ordinances, the following neighborhoods are designated as Housing Accelerator Target Areas:

(a) Washington Wheatley;

(b) Town Fork Creek;

(c) South Roundtop;

(d) Key Coalition; and

(e) Blue Valley.

The boundaries of the designated neighborhoods shall be the official neighborhood boundaries maintained by the City.

Section 3. Designation under this ordinance does not, by itself, establish eligibility for an award from the Housing Accelerator Fund. Each property and proposed project must satisfy all other applicable requirements of Section 2-1694, Code of Ordinances.

..end

_____

Approved as to form:

_____
Joseph A. Guarino
Senior Associate City Attorney

NO

DOCKET

MEMO

PROVIDED

FOR

260659

File #: 260660

ORDINANCE NO. 260660

Sponsor: Councilmember Melissa Robinson

Directing the Central City Economic Development Sales Tax Board to issue a targeted request for proposals during the next round of Central City Economic Development Sales Tax funding for eligible projects located on Prospect Avenue between 9th Street and Gregory Boulevard.

WHEREAS, the City Council, by Resolution No. 250148, approved the ProspectUS Equitable Transit Oriented Development Strategic Plan as a strategic redevelopment and implementation framework for the broader Prospect Avenue Corridor; and

WHEREAS, Prospect Avenue serves as an important commercial, residential, and transportation corridor in Kansas City and connects neighborhoods, businesses, housing, public infrastructure, and community assets; and

WHEREAS, portions of Prospect Avenue contain vacant and underutilized properties, blighted or dangerous structures, fragmented property ownership, and other conditions that impede redevelopment and productive reuse; and

WHEREAS, addressing these conditions may require investment in blight remediation, predevelopment activities, land assemblage, property stabilization and preservation, demolition, site preparation, and other activities necessary to prepare properties for redevelopment; and

WHEREAS, the area bounded by 9th Street on the north, Gregory Boulevard on the south, The Paseo on the west, and Indiana Avenue on the east constitutes the geographic area in which Central City Economic Development Sales Tax revenues may be used; and

WHEREAS, Prospect Avenue between 9th Street and Gregory Boulevard is located within the Central City Economic Development Sales Tax District; and

WHEREAS, although the ProspectUS Equitable Transit Oriented Development Strategic Plan addresses a broader geographic corridor, the City Council desires that this targeted request for proposals be limited to projects located directly on Prospect Avenue to concentrate investment and encourage visible, coordinated redevelopment along the corridor; and

WHEREAS, the ordinance establishing the duties of the Central City Economic Development Sales Tax Board charges the Board with performing other duties established by the City Council; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That, pursuant to its duty to perform other duties established by the City Council, the Central City Economic Development Sales Tax Board is hereby directed to issue, as part of the next round of Central City Economic Development Sales Tax funding, a targeted request for proposals for eligible projects located within the Central City Economic Development Sales Tax District on parcels having frontage on Prospect Avenue between 9th Street and Gregory Boulevard.

Section 2. That the targeted request for proposals shall focus on eligible activities intended to remediate blight and prepare properties for preservation, redevelopment, or productive reuse, including blight remediation; predevelopment activities, including land assemblage, planning, environmental review, and property assessment; preservation, stabilization, or rehabilitation of existing structures; demolition and clearance of blighted or dangerous structures; site preparation; and other related eligible activities.

..end

_____

Approved as to form:

_____
Joseph A. Guarino
Senior Associate City Attorney

NO

DOCKET

MEMO

PROVIDED

FOR

260660

File #: 260663

ORDINANCE NO. 260663

Sponsor: Mayor Quinton Lucas

Authorizing the City Manager to execute a Hosting Requirements & Bid Proposal to host matches and tournament events of the Men's Rugby World Cup USA 2031; stating the Council's intent to provide funding for certain City services in connection with the 2031 Rugby World Cup if the City is chosen as an official host city; and directing the City Manager to include funding for required City services in the 2028-29 and 2029-30 annual budgets to cover City services, including but not limited to police, fire, traffic, EMS, airport, transportation, sanitation, and all other contractual obligations to support the Men's Rugby World Cup USA 2031 tournament and all related events and activities.

WHEREAS, in March of 2022, the City signed a Memorandum of Understanding with USA RWC BidCo, Inc. before it could be considered as an Official Candidate Host City for the Rugby World Cup 2031; and

WHEREAS, a Memorandum of Understanding was also signed by the Kansas City Chiefs for Arrowhead Stadium to be considered as a Candidate Match Venue for the tournament; and

WHEREAS, the official Host City selection process is highly competitive and considers various factors such as city profile, stadiums, training facilities, local transportation, hotels, airports, and other infrastructure; and

WHEREAS, in order to be selected as a Host City, the City is required to submit a Bid Proposal by August 31, 2026, to World Rugby; and

WHEREAS, the 2031 Rugby World Cup activities may include, in addition to competition matches, tournament events including Fan Zones to be held in Kansas City, and other related events; and

WHEREAS, in connection with the 2031 Rugby World Cup, the City will need to provide services, including police, fire, traffic, EMS, transportation, and sanitation services, to support the matches and the related events and activities; and

WHEREAS, the Council believes that the financial and other benefits to be obtained by the City greatly exceed the anticipated costs of providing City services for the 2031 Rugby World Cup and related events; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to sign and submit a Hosting Requirements & Bid Proposal to host matches and tournament events of the Men's Rugby World Cup USA 2031.

Section 2. That the Council hereby expresses its intent to provide the necessary funds to provide City services, including but not limited to police, fire, traffic, EMS, airport, transportation, and sanitation services, to support the 2031 Rugby World Cup matches that could be played in Kansas City and all related events and activities.

Section 3. That the Council hereby directs the City Manager to include, in the submitted budget for fiscal years 2028-2029 and 2029-30, the necessary funding to provide City services, including but not limited to police, fire, traffic, EMS, airport, transportation, sanitation services, and all other contractual obligations to support the 2031 Rugby World Cup matches that could be played in Kansas City and all related events and activities including Fan Zones.

..end

_____

Approved as to form:

_____
Nelson V. Munoz
Deputy City Attorney

City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution#: 260663
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in Administrative Regulation (AR) 4-1.

Executive Summary

Authorizing the City Manager to execute a Hosting Requirements & Bid Proposal to host matches and tournament events of the Men's Rugby World Cup USA 2031; stating the Council's intent to provide funding for certain City services in connection with the 2031 Rugby World Cup if the City is chosen as an official host city; and directing the City Manager to include funding for required City services in the 2028-29 and 2029-30 annual budgets to cover City services, including but not limited to police, fire, traffic, EMS, airport, transportation, sanitation, and all other contractual obligations to support the Men's Rugby World Cup USA 2031 tournament and all related events and activities.

Discussion

In March of 2022, the City signed a Memorandum of Understanding with USA RWC BidCo, Inc. before it could be considered as an Official Candidate Host City for the Rugby World Cup 2031. A Memorandum of Understanding was also signed by the Kansas City Chiefs for Arrowhead Stadium to be considered as a Candidate Match Venue for the tournament. The official Host City selection process is highly competitive and considers various factors such as city profile, stadiums, training facilities, local transportation, hotels, airports, and other infrastructure.

In order to be selected as a Host City, the City is required to submit a Bid Proposal by August 31, 2026, to World Rugby. The 2031 Rugby World Cup activities may include, in addition to competition matches, tournament events including Fan Zones to be held in Kansas City, and other related events. In connection with the 2031 Rugby World Cup, the City will need to provide services, including police, fire, traffic, EMS, transportation, and sanitation services, to support the matches and the related events and activities. The Council believes that the financial and other benefits to be obtained by the City greatly exceed the anticipated costs of providing City services for the 2031 Rugby World Cup and related events.

Fiscal Impact

1. Is this legislation included in the adopted budget? ☐ Yes ☒ No

2. What is the funding source?
   No funds appropriated in this ordinance.

3. How does the legislation affect the current fiscal year?
   n/a

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   Potentially, to be determined

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   n/a

Office of Management and Budget Review
(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. ☐ Yes ☒ No

2. This fund has a structural imbalance. ☐ Yes ☒ No

3. Account string has been verified/confirmed. ☐ Yes ☒ No

Additional Discussion (if needed)
This legislation does not appropriate funds

Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

2. Which CWBP goal is most impacted by this legislation?
   Inclusive Growth and Development (Press tab after selecting.)

3. Which objectives are impacted by this legislation (select all that apply):

   ☒ Develop strategies focusing on areas traditionally underserved by economic development and redevelopment efforts.

☐ Ensure quality, lasting development throughout the City; and continuing to grow the economy and the population of Kansas City in all areas.
☐ Increase and support local workforce development and small and locally owned businesses.
☐ Create a more efficient, solutions-oriented environment, making it easier to operate within the City.
☒ Implement an economic development and tourism strategy to attract major investment and visitors.
☐

Prior Legislation

n/a

Service Level Impacts

unknown

Staff Recommendation

Click or tap here to enter department.

Select One: ☐ Sponsored
☒ Directive: Res/Ord # Click to enter Res/Ord. No.

Select One: ☐ Recommend
☐ Do Not Recommend
☒ Not Applicable

Click or tap here to provide reasoning.

Other Impacts

1. What will be the potential health impacts to any affected groups?
   none

2. How have those groups been engaged and involved in the development of this ordinance?
   n/a

3. How does this legislation contribute to a sustainable Kansas City?
   Attract future events for economic development

4. Does this legislation create or preserve new housing units?
   No (Press tab after selecting)

   Click or tap here to enter text.
   Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

   No - CREO's review is not applicable (Press tab after selecting)
   Please provide reasoning why not:
   Click or tap here to enter text.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

   No(Press tab after selecting)

   Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?
   No(Press tab after selecting)

File #: 260664

ORDINANCE NO. 260664

Sponsor: Mayor Quinton Lucas

Authorizing the City Manager to execute a Host City Agreement with the Federation Internationale de Football Association ("FIFA") and relevant organizations to be appointed as a host city of the FIFA Women's World Cup 2031; stating the Council's intent to provide funding for certain City services in connection with the FIFA Women's World Cup 2031; and directing the City Manager to include funding for required City services in the 2028-29 and 2029-30 annual budgets.

WHEREAS, the City will submit to FIFA and relevant organizations a Host City Vision which solidifies our commitment to the principles that guide this global competition; and

WHEREAS, the official Host City selection process is highly competitive and considers various factors such as city profile, stadiums, training facilities, local transportation, hotels, airports, and other infrastructure; and

WHEREAS, in order to be selected as a Host City, the City is required to submit an offer to FIFA in a Host City Agreement assenting to provisions and terms of the agreement; and

WHEREAS, the 2031 FIFA World Cup activities may include, in addition to competition games, a Fan Fest to be held in Kansas City, and other related events; and

WHEREAS, in connection with 1 FIFA Women's World Cup 2031, the City will need to provide services, including police, fire, traffic, EMS and sanitation services, and transportation services to support the games and the related events and activities; and

WHEREAS, the Council believes that the financial and other benefits to be obtained by the City greatly exceed the anticipated costs of providing City services for the 2031 FIFA World Cup and related events; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to negotiate and execute a Host City Agreement with FIFA to be appointed as a host city of FIFA Women's World Cup 2031.

Section 2. That the Council hereby expresses its intent to provide the necessary funds to provide City services, including police, fire, traffic, EMS and sanitation services, to support the

FIFA Women's World Cup 2031 games that will be played in Kansas City and all related events and activities.

Section 3. That the Council hereby directs the City Manager to include, in the submitted budget for fiscal years 2028-29 and 2029-30, the necessary funding to provide City services, including police, fire, traffic, EMS and sanitation services, and all other contractual obligations to support the FIFA Women's World Cup 2031 games that will be played in Kansas City and all related events and activities including a Fan Fest as agreed upon between the City and FIFA.

..end

_____

Approved as to form:

_____
Nelson V. Munoz
Deputy City Attorney

Ordinance No. 220664
Trails at Bannister
UR Development Plan and Preliminary Plat
CD-CPC-2022-00098



City Council
Neighborhood, Planning and Development Committee
August 17, 2022

PEDCOR COMPANIES

#966186

Overview / Request

Applicant requests approval of Ordinance No. 220664, approving a UR Development Plan and Preliminary Plat for approximately 24 acres, generally located between Bannister Road on the south; E. 93rd Street on the north, Kansas City Southern Railroad on the east, and White Avenue on the west for the development of multifamily.

About Pedcor



21
STATES

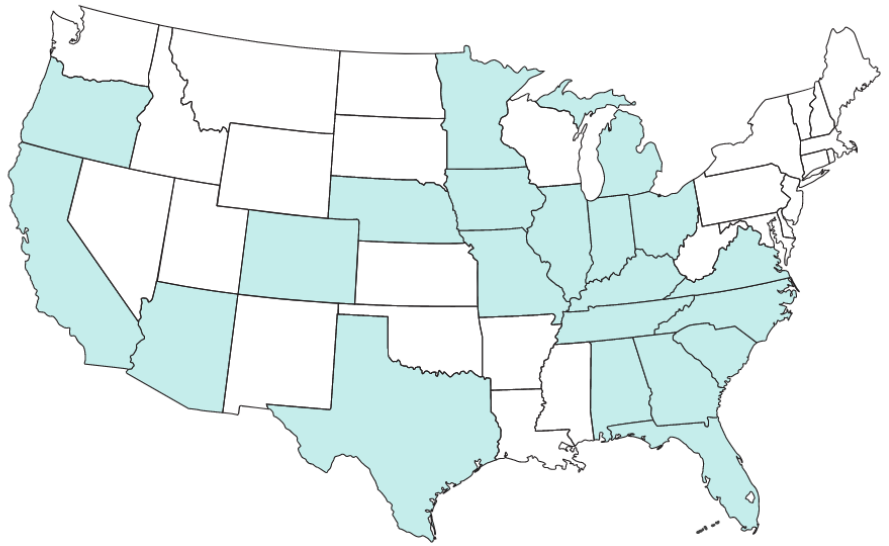
34
YEARS

186
COMMUNITIES

33,131
APARTMENT UNITS

Changing lives in new communities each year.

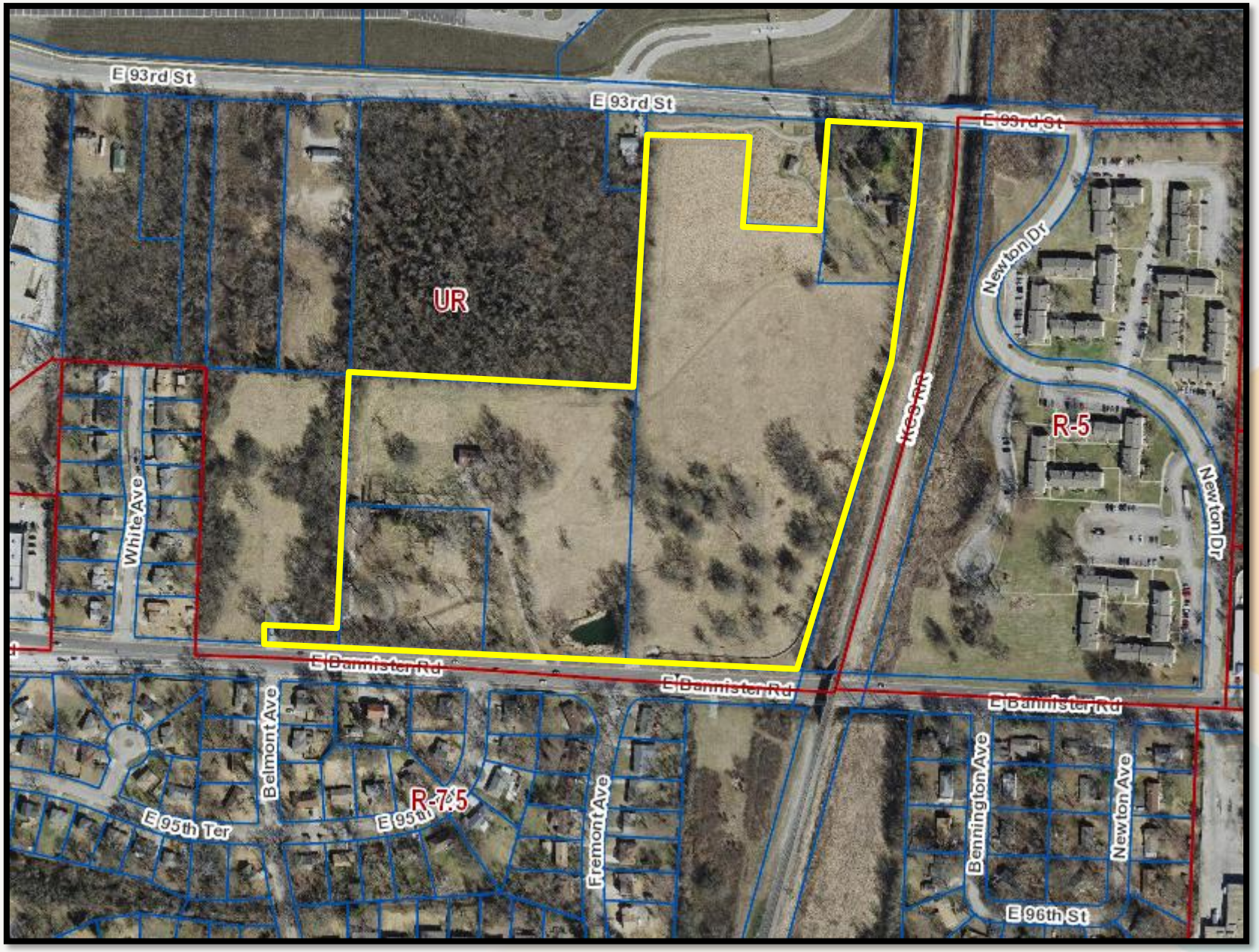
Our developments have been improving quality of life for our residents for more than three decades across the nation.



We will be there every step of the way

PEDCOR COMPANIES

KCMO City Parcel Viewer Map and Zoning



Photos – Bannister Road



Looking north at property

Photos – Bannister Road



Looking east on Bannister Road



Looking west on Bannister Road

Photos - E. 93rd Street



Looking south
Property south of Schumacher Park

Photos - E. 93rd Street



Looking west E. 93rd Street; Property on left

Public Engagement

- June 10, 2022 - Letters mailed to Fairlane Homes Association and adjacent property owners.
- July 7, 2022 - Public Engagement Meeting held at the Blue Ridge Branch of Mid-Continent Public Library.

PEDCOR COMPANIES

Development Details

- 342 units, 2 Phases
- 100% Income Restricted
- Full Amenities
- Key Development Site
- Corresponds with Future Land Use
- Planned Industrial Expansion Authority Designation



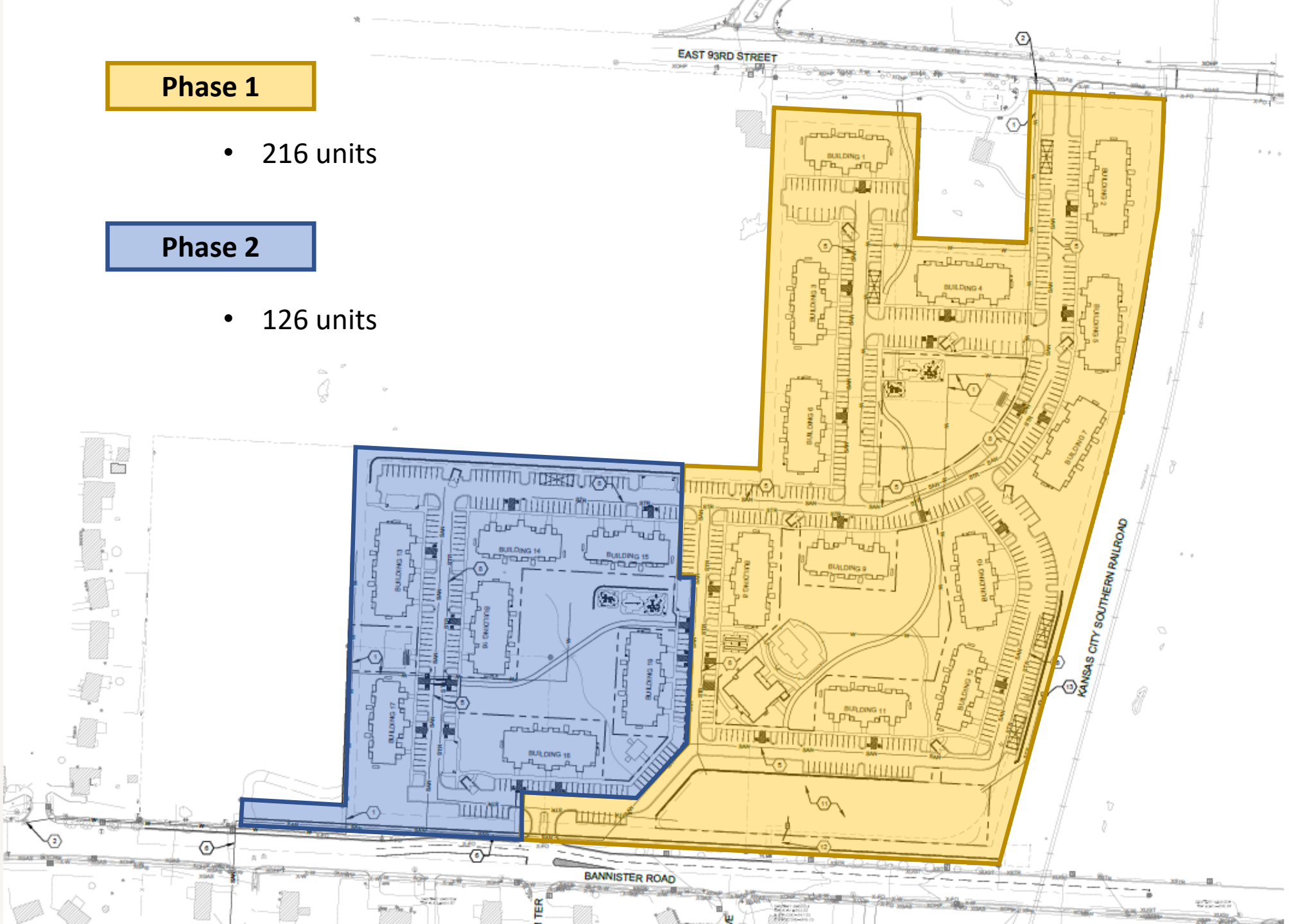
PEDCOR COMPANIES

Phase 1

- 216 units

Phase 2

- 126 units



PEDCOR COMPANIES

Trails at Bannister Apartment Homes

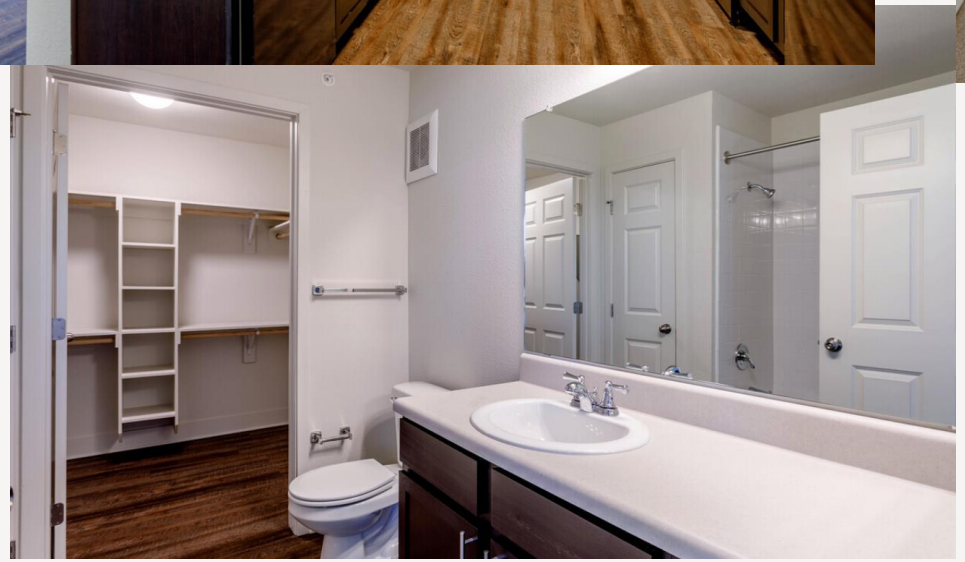


PEDCOR COMPANIES

Unit Features









Clubhouse Amenities







PEDCOR COMPANIES

Elevations











PEDCOR COMPANIES

A Perfect Fit

- Aligned with the Hickman Mills Area Plan– Multifamily
- Logical use to neighbor commercial, other multifamily, and park
- Increase in housing opportunities for low-income families
- Strategically and conveniently located within 3 miles of 11,653 jobs
- Enough space for sufficient parking, open space, and community amenities

PEDCOR COMPANIES

Who's Moving In?





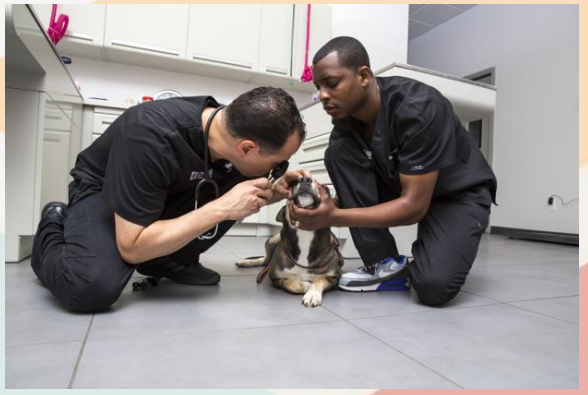


- Office Administration
- Delivery Drivers
- Pharmacy Technicians
- Baristas
- Waiters and Waitresses
- Grocery Store Employees
- Veterinarian Technicians









PEDCOR COMPANIES

Who's Moving In?







- Teachers
- Veterans
- Recent Graduates Starting Their Careers
- Firefighters
- Police Officers
- Paramedics
- Nurses









Request

Applicant requests approval of Ordinance No. 220664, approving a UR Development Plan and Preliminary Plat for development of multifamily on approximately 24 acres.

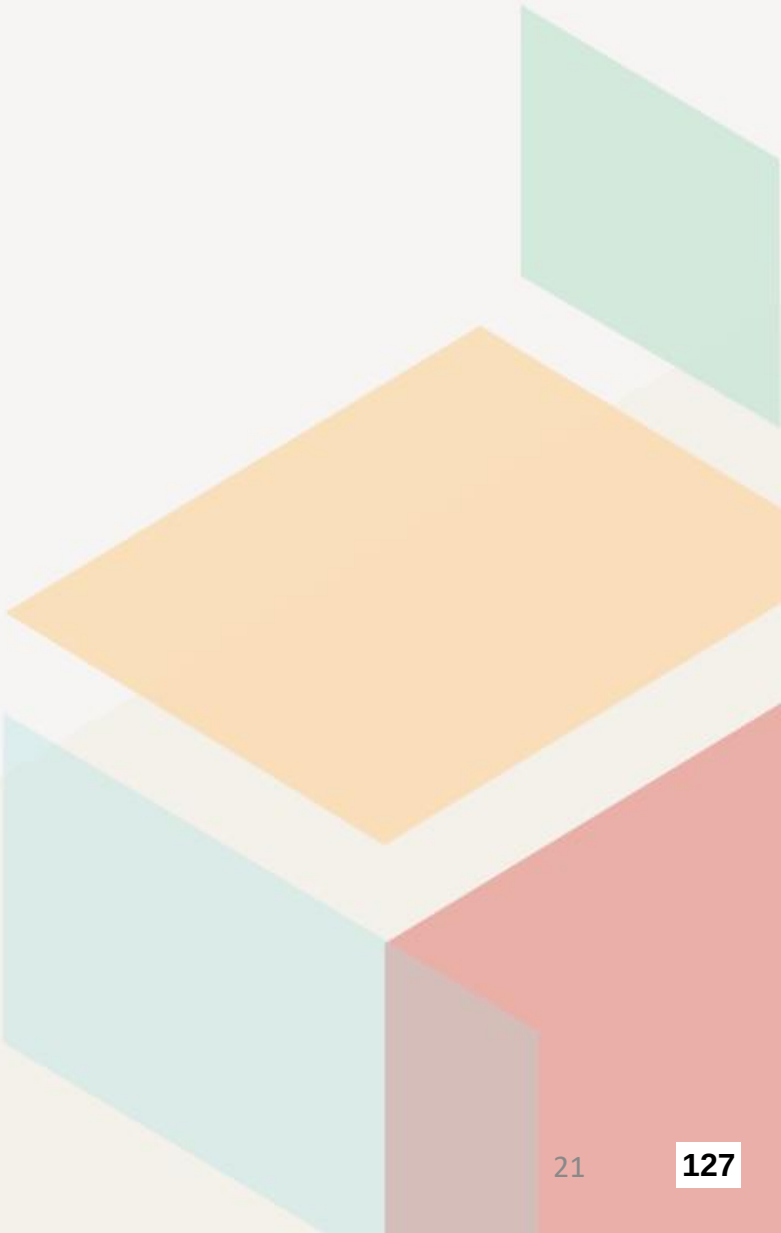
PEDCOR COMPANIES

Trails at Bannister Apartment Homes

Turner Lesnick
AVP of Development
Pedcor Investments
tulesnick@pedcor.net
317-705-7971
www.pedcorcompanies.com



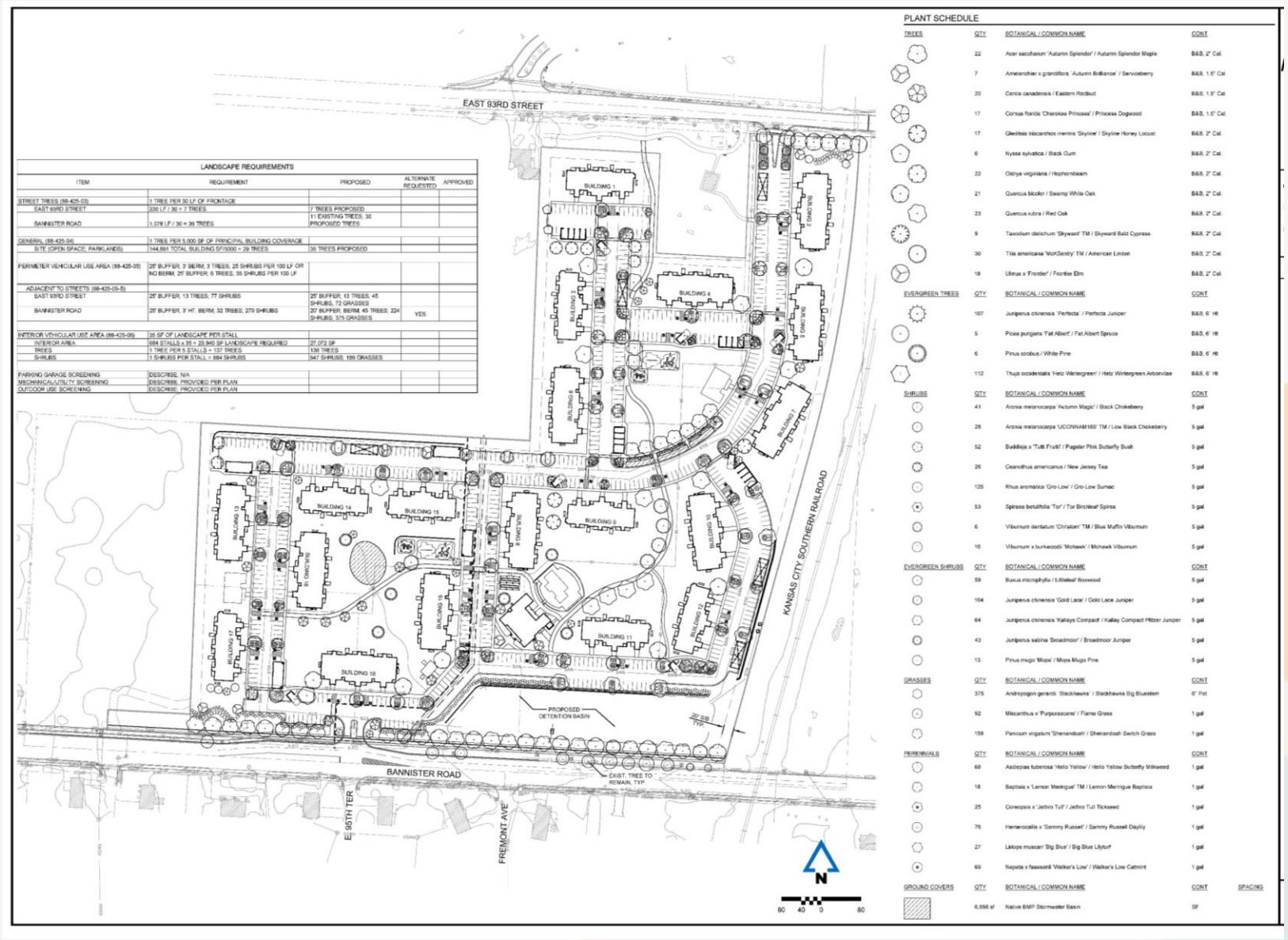
PEDCOR COMPANIES



6601 E 93rd Street



UR Development Plan – Site Plan



LANDSCAPE REQUIREMENTS

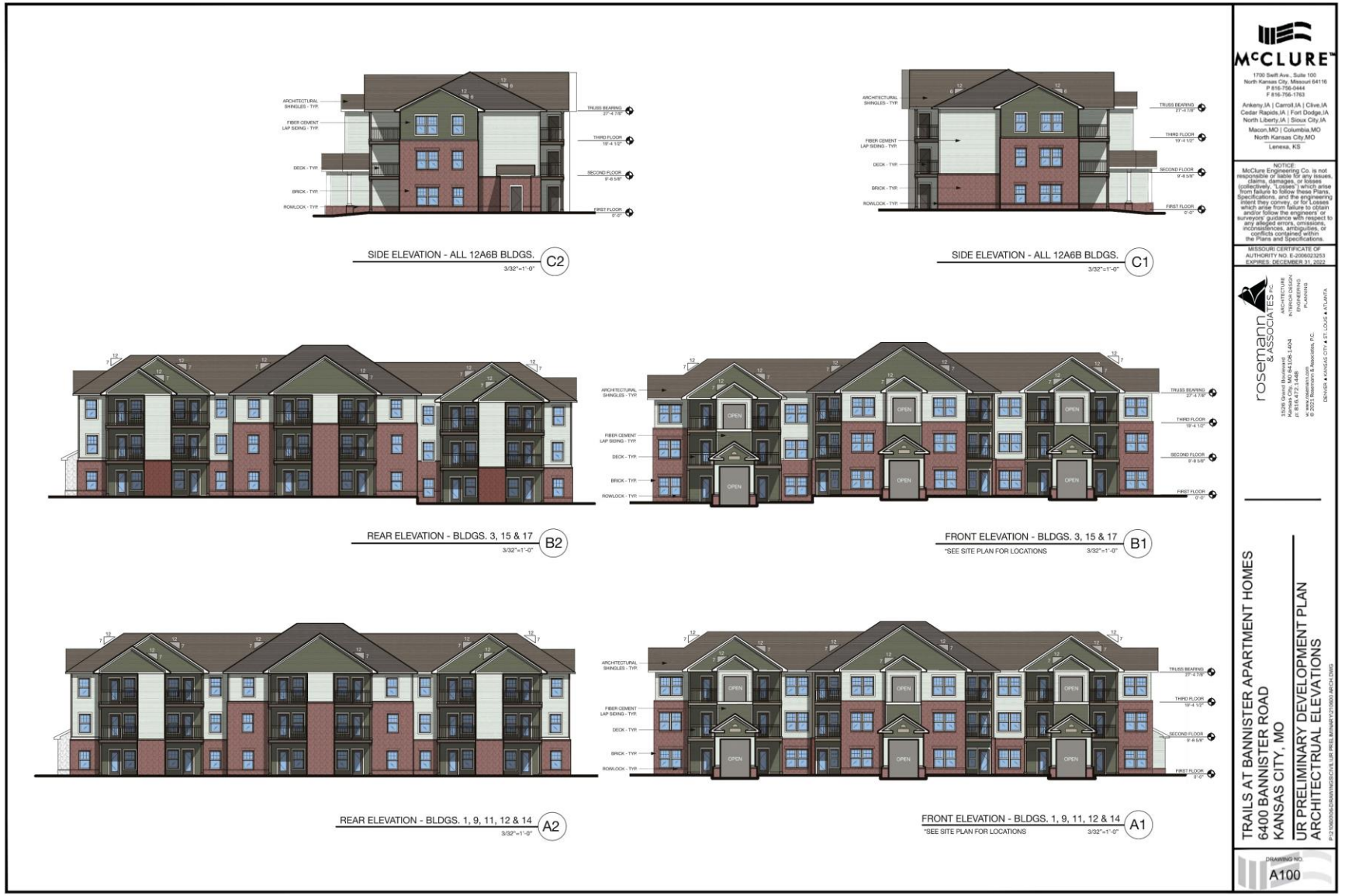
ITEM	REQUIREMENT	PROPOSED	ALTERNATE REQUESTED	APPROVED
STREET TREES (88-425-03)	1 TREE PER 30 LF OF FRONTAGE			
EAST 93RD STREET	220 LF / 30 = 7 TREES	7 TREES PROPOSED		
BANNISTER ROAD	1,078 LF / 30 = 36 TREES	11 EXISTING TREES, 30 PROPOSED TREES		
GENERAL (88-425-04)	1 TREE PER 5,000 SF OF PRINCIPAL BUILDING COVERAGE			
SITE (OPEN SPACE, PARKLANDS)	144,691 TOTAL BUILDING SF/5000 = 29 TREES	35 TREES PROPOSED		
PERIMETER VEHICULAR USE AREA (88-425-05)	25' BUFFER, 3' BERM, 3 TREES, 25 SHRUBS PER 100 LF OR NO BERM, 25' BUFFER, 6 TREES, 35 SHRUBS PER 100 LF			
ADJACENT TO STREETS (88-425-05-B)				
EAST 93RD STREET	25' BUFFER, 13 TREES, 77 SHRUBS	25' BUFFER, 13 TREES, 45 SHRUBS, 72 GRASSES		
BANNISTER ROAD	25' BUFFER, 3' HT. BERM, 32 TREES, 270 SHRUBS	20' BUFFER, BERM, 45 TREES, 224 SHRUBS, 375 GRASSES	YES	
INTERIOR VEHICULAR USE AREA (88-425-06)	35 SF OF LANDSCAPE PER STALL			
INTERIOR AREA	684 STALLS x 35 = 23,940 SF LANDSCAPE REQUIRED	27,072 SF		
TREES	1 TREE PER 5 STALLS = 137 TREES	138 TREES		
SHRUBS	1 SHRUBS PER STALL = 684 SHRUBS	647 SHRUBS, 189 GRASSES		
PARKING GARAGE SCREENING	DESCRIBE, N/A			
MECHANICAL/UTILITY SCREENING	DESCRIBE, PROVIDED PER PLAN			
OUTDOOR USE SCREENING	DESCRIBE, PROVIDED PER PLAN			

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT
	22	Acer saccharum 'Autumn Splendor' / Autumn Splendor Maple	B&B, 2" Cal.
	7	Amelanchier x grandiflora 'Autumn Brilliance' / Serviceberry	B&B, 1.5" Cal.
	20	Cercis canadensis / Eastern Redbud	B&B, 1.5" Cal.
	17	Cornus florida 'Cherokee Princess' / Princess Dogwood	B&B, 1.5" Cal.
	17	Gleditsia triacanthos inermis 'Skyline' / Skyline Honey Locust	B&B, 2" Cal.
	6	Nyssa sylvatica / Black Gum	B&B, 2" Cal.
	22	Ostrya virginiana / Hophornbeam	B&B, 2" Cal.
	21	Quercus bicolor / Swamp White Oak	B&B, 2" Cal.
	23	Quercus rubra / Red Oak	B&B, 2" Cal.
	9	Taxodium distichum 'Skyward' TM / Skyward Bald Cypress	B&B, 2" Cal.
	30	Tilia americana 'McKSentry' TM / American Linden	B&B, 2" Cal.
	18	Ulmus x 'Frontier' / Frontier Elm	B&B, 2" Cal.
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	CONT
	107	Juniperus chinensis 'Perfecta' / Perfecta Juniper	B&B, 6' Ht
	5	Picea pungens 'Fat Albert' / Fat Albert Spruce	B&B, 6' Ht
	6	Pinus strobus / White Pine	B&B, 6' Ht
	112	Thuja occidentalis 'Hetz Wintergreen' / Hetz Wintergreen Arborvitae	B&B, 6' Ht
SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT
	41	Aronia melanocarpa 'Autumn Magic' / Black Chokeberry	5 gal
	28	Aronia melanocarpa 'UCONNAM165' TM / Low Black Chokeberry	5 gal
	52	Buddleja x 'Tutti Frutti' / Pugster Pink Butterfly Bush	5 gal
	26	Ceanothus americanus / New Jersey Tea	5 gal
	125	Rhus aromatica 'Gro-Low' / Gro-Low Sumac	5 gal
	53	Spiraea betulifolia 'Tor' / Tor Birchleaf Spirea	5 gal
	6	Viburnum dentatum 'Christam' TM / Blue Muffin Viburnum	5 gal
	16	Viburnum x burkwoodii 'Mohawk' / Mohawk Viburnum	5 gal
EVERGREEN SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT
	59	Buxus microphylla / Littleleaf Boxwood	5 gal
	104	Juniperus chinensis 'Gold Lace' / Gold Lace Juniper	5 gal
	64	Juniperus chinensis 'Kallays Compact' / Kallay Compact Pfitzer Juniper	5 gal
	43	Juniperus sabina 'Broadmoor' / Broadmoor Juniper	5 gal
	13	Pinus mugo 'Mops' / Mops Mugo Pine	5 gal
GRASSES	QTY	BOTANICAL / COMMON NAME	CONT
	375	Andropogon gerardii 'Blackhawks' / Blackhawks Big Bluestem	6" Pot
	92	Miscanthus x 'Purpurascens' / Flame Grass	1 gal
	159	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	1 gal
PERENNIALS	QTY	BOTANICAL / COMMON NAME	CONT
	68	Asclepias tuberosa 'Hello Yellow' / Hello Yellow Butterfly Milkweed	1 gal
	18	Baptisia x 'Lemon Meringue' TM / Lemon Meringue Baptisia	1 gal
	25	Coreopsis x 'Jethro Tull' / Jethro Tull Tickseed	1 gal
	76	Hemerocallis x 'Sammy Russell' / Sammy Russell Daylily	1 gal
	27	Liriope muscari 'Big Blue' / Big Blue Lilyturf	1 gal
	69	Nepeta x faassenii 'Walker's Low' / Walker's Low Catmint	1 gal
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	SPACING
	6,956 sf	Native BMP Stormwater Basin	SF	

PEDCOR COMPANIES

UR Development Plan – Elevations



UR Development Plan – Elevations



UR Development Plan – Elevations



Rent Structure

Unit Size	Max Rent Plus Utilities
1 Bedroom	$1,089
2 Bedroom	$1,308
3 Bedroom	$1,510

Family Size	2022 Income Limits	
	60% AMI	Full-Time Hourly Equivalent
1	$40,680	$19.56
2	$46,500	$22.36
3	$52,320	$25.15
4	$58,080	$27.92
5	$62,760	$30.17
6	$67,380	$32.39

Kansas City, MO Median Income $33,215 (2020 Census)



PEDCOR COMPANIES

TRAILS AT BANNISTER APARTMENT HOMES
UR DEVELOPMENT PLAN AND PRELIMINARY PLAT
LOCATED IN
SECTION 25, TOWNSHIP 48N, RANGE 33W
KANSAS CITY, JACKSON COUNTY, MISSOURI

LEGAL DESCRIPTION

TRACT 1: INTENTIONALLY OMITTED

TRACT 2:
THE SOUTH ONE HALF OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25 TOWNSHIP 48 RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER QUARTER SECTION AND RUNNING THENCE EAST 661.41 FEET; THENCE SOUTH 1320.97 FEET; THENCE WEST 661.14 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH 1321.22 FEET TO THE POINT OF BEGINNING, BEING LOT 3 IN SECHREST ESTATE, COMMISSIONER'S PLAT, EXCEPT THAT PART IN ROADS,
LESS AND EXCEPT:
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48, RANGE 33, INCLUDING A PART OF LOT 3, SECHREST ESTATE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST QUARTER (SHOULD
BE CORNER) OF SAID QUARTER QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 330 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION 335 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 330 FEET TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG SAID WEST LINE 335 FEET TO THE POINT OF BEGINNING,
EXCEPT THAT PART IN BANNISTER ROAD.

TRACT 3:
ALL THAT PART OF LOT 4, LYING WESTERLY OF THE RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, OF THE SUBDIVISION OF SECHREST ESTATE, ACCORDING TO THE RECORDED PLAT THEREOF MADE A PART OF THE COMMISSIONER'S REPORT IN CAUSE NO. 24821, MARY AMANDA TALLEY, ET AL., V. WILLIAM ZIMMERMAN, IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, AT INDEPENDENCE, OF RECORD IN THE RECORDER'S OFFICE AT
KANSAS CITY IN BOOK B-1405 AT PAGE 171 AS DOCUMENT NO. 846683, SITUATE IN KANSAS CITY, JACKSON COUNTY, MISSOURI.
LESS AND EXCEPT:
THE NORTH 70 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING 786 FEET NORTH AND 209.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST 209.09 FEET; THENCE NORTH 534.81 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE WEST 209.09 FEET; THENCE SOUTH 534.89 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND CONVEYED TO THE CITY OF KANSAS CITY, MISSOURI FOR PARK PURPOSES BY DEED RECORDED AS DOCUMENT NO. K-1060221 IN BOOK K-2338 AT PAGE 1784.
ALSO LESS AND EXCEPT:
THE SOUTH 200 FEET OF THE NORTH 270 FEET OF THE FOLLOWING DESCRIBED BEGINNING 786 FEET NORTH AND 239.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST 179.09 FEET; THENCE NORTH 534.81 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE WEST 179.09 FEET;
THENCE SOUTH 534.89 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND CONVEYED TO THE CITY OF KANSAS CITY, MISSOURI FOR PARK PURPOSES BY DEED RECORDED AS DOCUMENT NO. K-1112959 IN BOOK K-2484 AT PAGE 1118.
ALSO LESS AND EXCEPT:
THE NORTH 70 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING 786 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST 209.09 FEET; THENCE NORTH 534.81 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE WEST 209.09 FEET; THENCE SOUTH 534.89 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND CONVEYED TO THE CITY OF KANSAS CITY, MISSOURI FOR PARK PURPOSES BY DEED RECORDED AS DOCUMENT NO. K-1112960 IN BOOK K-2484 AT PAGE 1122.
ALSO LESS AND EXCEPT:
THE NORTH THREE HUNDRED SEVENTY-FIVE (375) FEET OF THAT PART OF LOT FOUR, LYING WESTERLY OF THE RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, OF THE SUBDIVISION OF SECHREST ESTATE, ACCORDING TO THE RECORDED PLAT THEREOF, MADE A PART OF COMMISSIONER'S REPORT
IN CAUSE NO. 24821, MARY AMANDA TALLEY, ET. AL., V. WILLIAM ZIMMERMAN, IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, AT INDEPENDENCE, OF RECORD IN THE RECORDER'S OFFICE AT KANSAS CITY IN BOOK B-1405 AT PAGE 171 AS DOCUMENT NO. 846683, SITUATED IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT SEVEN HUNDRED EIGHTY-SIX (786) FEET NORTH OF THE SOUTHWEST CORNER OF SAID (LOT) FOUR (4); THENCE EAST FOUR HUNDRED EIGHTEEN AND EIGHTEEN HUNDREDTHS (418.18) FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST ONE HUNDRED SIXTY-NINE AND FIFTEEN HUNDREDTHS (169.15) FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FIVE HUNDRED THIRTY-SEVEN AND THIRTEEN HUNDREDTHS (537.13) FEET MORE OR LESS TO THE NORTH LINE OF SAID LOT FOUR (4); THENCE WEST ALONG SAID NORTH LINE OF SAID LOT FOUR (4) TWO HUNDRED AND TWENTY (220) FEET MORE OR LESS TO THE NORTHEAST CORNER OF SCHUMACHER PARK; THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SCHUMACHER PARK AND ITS PROLONGATION FIVE HUNDRED THIRTY-FOUR AND
EIGHT-ONE HUNDREDTHS (534.81) FEET MORE OR LESS TO THE POINT OF BEGINNING.

TRACT 4:
A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION 75 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 165 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION 75 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ALONG SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING,
EXCEPT THAT PART IN BANNISTER ROAD.

TRACT 5:
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48, RANGE 33, INCLUDING A PART OF LOT 3, SUBDIVISION OF SECHREST ESTATE, A SUBDIVISION, ALL IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 330 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION 335 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 330 FEET TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG SAID WEST LINE 335 FEET
TO THE POINT OF BEGINNING, EXCEPT THAT PART IN BANNISTER ROAD.

TRACT 6:
THE NORTH THREE HUNDRED SEVENTY-FIVE (375) FEET OF THAT PART OF LOT FOUR (4), LYING WESTERLY OF THE RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, OF THE SUBDIVISION OF SECHREST ESTATE, ACCORDING TO THE RECORDED PLAT THEREOF, MADE A PART OF THE COMMISSIONER'S REPORT IN CAUSE NO. 24821, MARY AMANDA TALLEY, ET. AL., V. WILLIAM ZIMMERMAN, IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, AT INDEPENDENCE, OF RECORD IN THE RECORDER'S OFFICE AT KANSAS CITY IN BOOK B-1405 AT PAGE 171 AS DOCUMENT NO. 846683, SITUATED IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
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FLOODPLAIN:

THIS SITE DOES NOT LIE WITHIN A FEMA REGULATED FLOODPLAIN

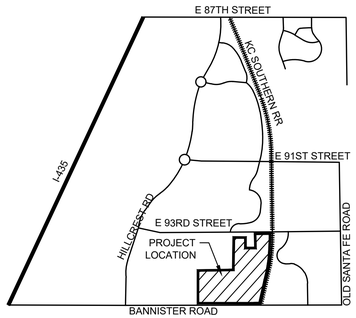
PROJECT BENCHMARK

BM1: NORTHWEST CORNER OF STORM INLET LOCATED EAST OF THE SOUTHEAST CORNER OF THE PROPERTY.
EL: 959.25
BM2: SOUTHEAST CORNER OF STORM INLET LOCATED NEAR THE NORTHEAST CORNER OF THE PROPERTY.
EL: 1003.89

811 Know what's below. Call before you dig.

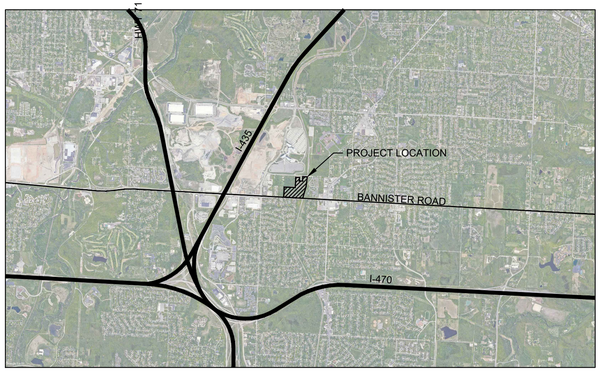
UTILITY NOTE:

"THE UNDERGROUND UTILITIES HAVE BEEN SHOWN PER GIS, SURVEY, AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN EXACT LOCATION INDICATED."



VICINITY MAP
NOT TO SCALE

KANSAS CITY, JACKSON COUNTY, MISSOURI



LOCATION MAP
NOT TO SCALE

KANSAS CITY, JACKSON COUNTY, MISSOURI

Sheet List Table

Sheet Number	Sheet Title
C001	COVER SHEET
C200	SITE PLAN
C201	PRELIMINARY PLAT
C300	GRADING PLAN
C400	UTILITY PLAN
C500	SITE SECTION
L001	TREE REMOVAL PLAN
L100	LANDSCAPE PLAN
A100	ARCHITECTURAL ELEVATIONS
A101	ARCHITECTURAL ELEVATIONS
A102	ARCHITECTURAL ELEVATIONS
E100	PHOTOMETRIC PLAN
E101	PHOTOMETRIC PLAN

UTILITY CONTACTS

Public Works Department Street and Traffic Division
Attn: Jeffrey Bryan
5310 Municipal Ave
Kansas City, MO 64120
Ph: 816-513-9865
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Attn: Daniel Weber
4600 E. 63rd Street
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Ph: 816-513-7521
(FAX): 816-513-7602
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Water Services Department
Travis W. Kiefer, P.E.
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Kansas City, MO 64106
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Broomfield, CO 80021
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CIVIL ENGINEER:		SURVEYOR:
MCCLURE		MCCLURE
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LANDSCAPE ARCHITECT:		ARCHITECT:
MCCLURE		ROSEMANN AND ASSOCIATES
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Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

REVISIONS

PROJECT INFO
210660-000

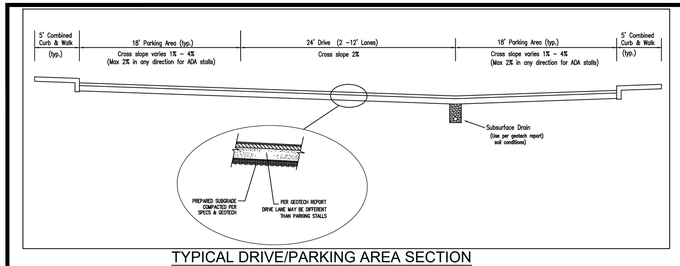
ENGINEER	DRAWN BY	CHECKED BY
PJO	ELM	PJO

TRAILS AT BANNISTER APARTMENT HOMES
6400 BANNISTER ROAD
KANSAS CITY, MO

UR PRELIMINARY DEVELOPMENT PLAN
COVER SHEET

P:\210600\06-DRAWINGS\CIVIL\UR PRELIMINARY\210600 COVR.DWG

DRAWING NO.
C001

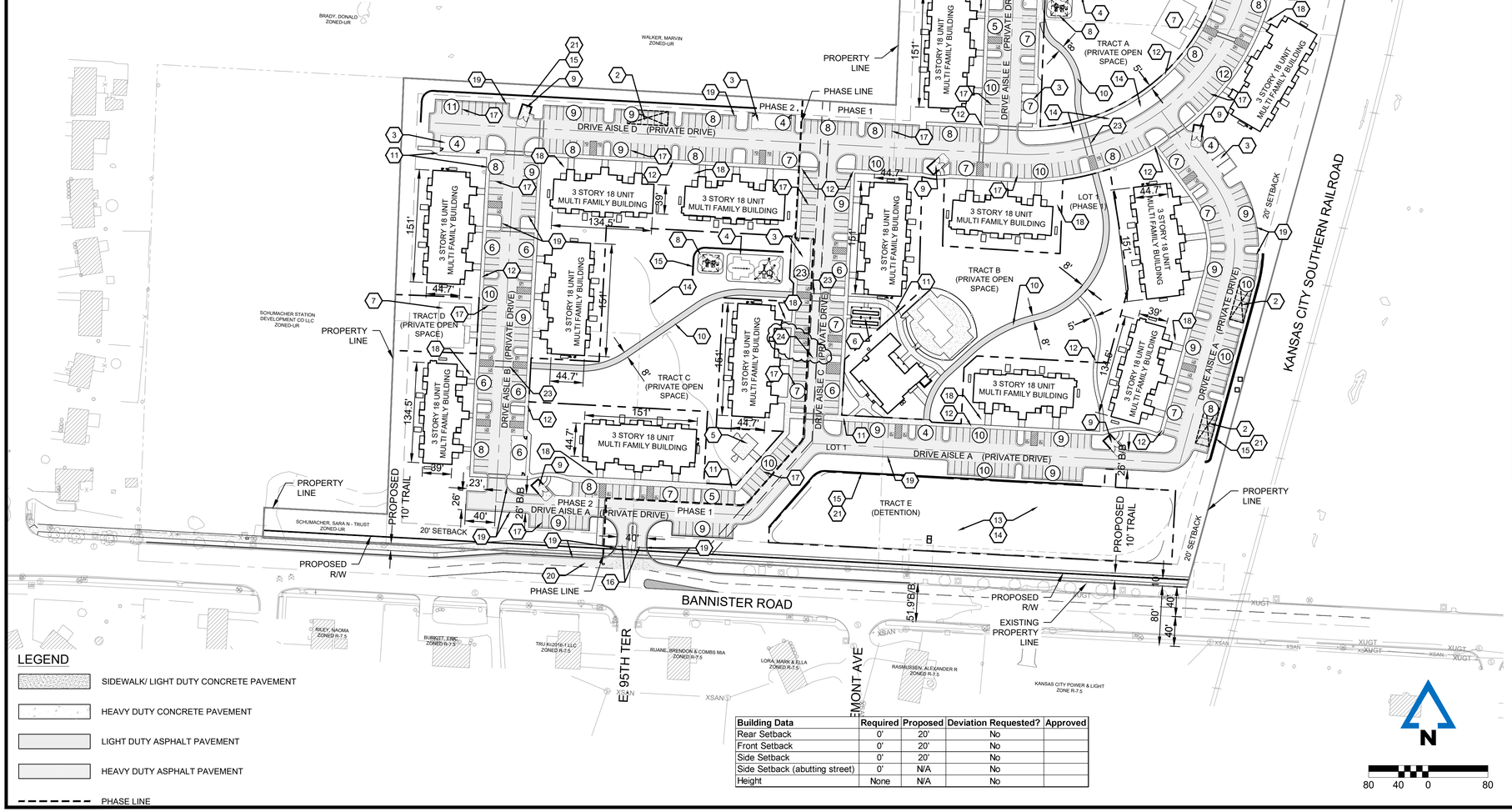


TYPICAL DRIVE/PARKING AREA SECTION

NOT TO SCALE

KEY NOTES

1. EXISTING SIDEWALK TO REMAIN
2. PROPOSED CAR PORT
3. PROPOSED GARAGE, TYP
4. PROPOSED PLAYGROUND
5. PROPOSED GRILL PAVILION
6. PROPOSED MAIL KIOSK
7. PROPOSED BARK PARK
8. PROPOSED TOT LOT
9. PROPOSED TRASH ENCLOSURE, TYP
10. PROPOSED 8' WIDTH ASPHALT WALKING TRAIL
11. PROPOSED 8' WIDTH CONCRETE WALKING TRAIL
12. PROPOSED 5' SIDEWALK, TYP.
13. PROPOSED DETENTION BASIN
14. PROPOSED STORMWATER BMP LOCATION
15. PROPOSED RETAINING WALL W/ FENCE ALONG TOP
16. PROPOSED PRIVATE DRIVE ISLE (SEE DETAIL THIS SHEET)
17. PROPOSED 9'X18' PARKING STALL (TYP)
18. 4 SHORT-TERM BICYCLE PARKING (TYP PER BUILDING)
19. PROPOSED CURB AND GUTTER
20. PROPOSED LEFT-TURN LANE
21. PROPOSED DECORATIVE FENCE; 4' MIN. HEIGHT, ALUMINUM, COLOR TO BE BLACK
22. EXISTING 5' WIDTH ASPHALT WALKING PATH TO REMAIN
23. PAINTED CROSSWALK AT TRAIL CROSSING(S) (TYP)
24. PROPOSED SPEED BUMP



LEGEND

- SIDEWALK/ LIGHT DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LIGHT DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- PHASE LINE

Building Data	Required	Proposed	Deviation Requested?	Approved
Rear Setback	0'	20'	No	
Front Setback	0'	20'	No	
Side Setback	0'	20'	No	
Side Setback (abutting street)	0'	N/A	No	
Height	None	N/A	No	

LOT/TRACT INFO:

LOT 1: 16.83 ACRES
TRACT A: 0.866 ACRES (OPEN SPACE)
TRACT B: 1.548 ACRES (OPEN SPACE)
TRACT E: 1.181 ACRES (DETENTION)

LOT 2: 7.49 ACRES
TRACT C: 1.328 ACRES (OPEN SPACE)
TRACT D: 0.193 ACRES (OPEN SPACE)

NOTE(S):

1. LONG-TERM BICYCLE PARKING TO BE PROVIDED WITHIN APARTMENT BUILDINGS

PARKLAND DEDICATION (88-408)			
a	REQUIRED DEDICATION		
	Detached House Dwellings	(0 units)(3.7 People per unit)(0.006) = 0	
	Two-unit House Dwellings	(0 units)(3.0 People per unit)(0.006) = 0	
	Multi-unit Buildings	(342 Units)(2.0 People per unit)(0.006)=4.104 ac	
	Total Parkland Required:	4.104 Acres Required	
b	PROVIDED DEDICATION		
	Total proposed 8' width trail	310 lf	(310lf)(50ft) = 15,500 sf (0.360 ac)
	Tract A		37,706 sf (0.866 ac)
	Tract B		67,412 sf (1.548 ac)
	Tract C		57,842 sf (1.328 ac)
	Tract D		8,390sf (0.193 ac)
	Total Parkland Provided:		186,850 sf (4.295 acres)

PARKLAND DEDICATION TRACT INFO:

TRACT A: (OPEN SPACE) - CONTAINS BARK PARK, PLAYGROUND, TOT LOT
TRACT B: (OPEN SPACE) - CONTAINS CLUBHOUSE, POOL

TRACT C: (OPEN SPACE) - CONTAINS PLAYGROUND, TOT LOT, GRILL PAVILION
TRACT D: (OPEN SPACE) - CONTAINS BARK PARK

Development Summary Table				
a	Zoning			
	Existing	UR		
	Proposed	UR		
b	Total Land Area			
	Existing	24.32	Acres	
c	Right-of-Way			
	Existing	0.00	Acres	
	Proposed	0.29	Acres	
d	Net Land Area			
	Existing	24.32	Acres	
	Proposed	24.04	Acres	
e	Proposed Uses			
	Trails at Bannister Apartment Homes	Multi-Family		
f	Structure Height & Number of Floors			
	Number of floors	3	stories	12A6B
	Height Above Grade		feet	
	Number of floors	3	stories	12B6C
	Height Above Grade		feet	
g	Gross Floor Area & Number of Units			
	Building Footprint	6,264	SF	12A6B
	Gross Area Per Building	5,035	SF	
	Units per Building	18	EA	
	Number of Buildings	8	EA	
	Total Gross Area	40,280	SF	
	Total Number of Units	144	Units	
	Building Footprint	8,202	SF	12B6C
	Gross Area Per Building	6,785	SF	
	Units per Building	18	EA	
	Number of Buildings	11	EA	
	Total Gross Area	74,635	SF	
	Total Number of Units	198	Units	
	Building Footprint	4,814	SF	CLUBHOUSE
	Gross Area Per Building	4,333	SF	
	Units per Building	-	EA	
	Number of Buildings	1	EA	
	Total Gross Area	4,333	SF	
	Total Number of Units	-	Units	
	Project Total	119,248	SF	
	Project Total	342	Units	
i	Density			
	Net Density (Units/Proposed Net Land Area)	14.2	Units per Acre	
	Floor Area Ratio (Gross Building Area/Proposed Net Land Area)	4961.4	SF per Acre	
j	Vehicle Parking			
	Ratio Required	No Off-Street Parking Required		
	Stalls Required	198		Lot/Phase 1
	Stalls Provided	472		
	Stalls Required	144		Lot/Phase 2
	Stalls Provided	212		
	Total Required	342	Stalls	
	Total Provided	684	Stalls	
	Bicycle Parking			
	Short-Term Stalls Required	57		
	Short-Term Stalls Provided	76		
	Long-Term Stalls Required	114		
	Long-Term Stalls Provided	146		

BUILDING UNIT LEGEND:

A = 1-BEDROOM
B = 2-BEDROOM
C = 3-BEDROOM

12A6B = (12) 1-BED UNITS, (6) 2-BED UNITS; 18 TOTAL UNITS PER BUILDING
12B6C = (12) 2-BED UNITS, (6) 3-BED UNITS; 18 TOTAL UNITS PER BUILDING

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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

REVISIONS
7/15/2022 CPC
7/19/2022 RESUBMITTAL

PROJECT INFO
210660-000

ENGINEER PJO | DRAWN BY ELM | CHECKED BY PJO

TRAILS AT BANNISTER APARTMENT HOMES
6400 BANNISTER ROAD
KANSAS CITY, MO

UR PRELIMINARY DEVELOPMENT PLAN
SITE PLAN

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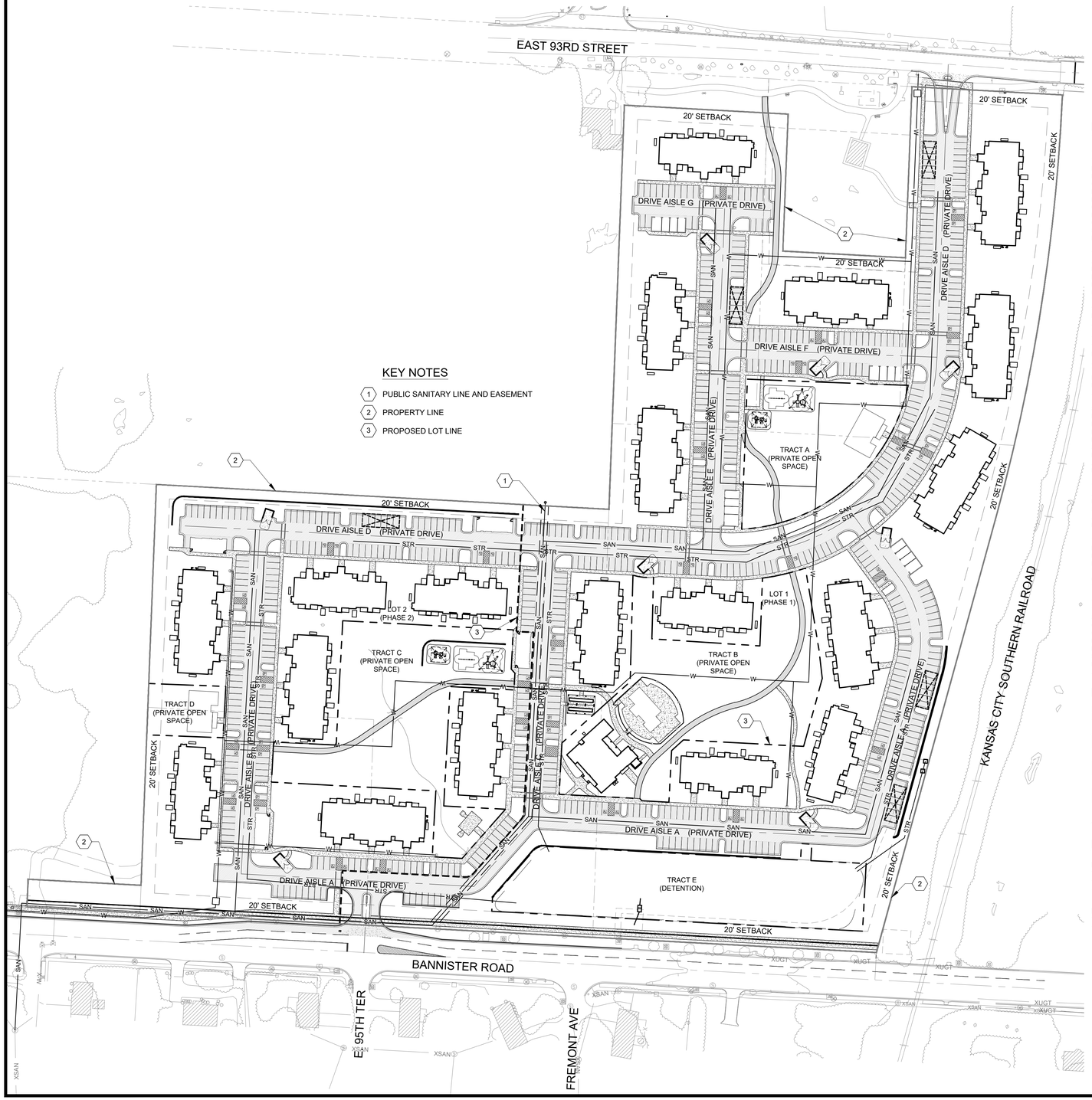
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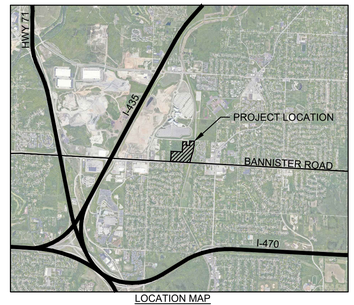
TRAILS AT BANNISTER APARTMENT HOMES

PRELIMINARY PLAT

LOCATED IN

SECTION 25, TOWNSHIP 48N, RANGE 33W
KANSAS CITY, JACKSON COUNTY, MISSOURI





LOCATION MAP
NOT TO SCALE

KANSAS CITY, JACKSON COUNTY, MISSOURI

LEGAL DESCRIPTION

TRACT 1: INTENTIONALLY OMITTED

TRACT 2:
THE SOUTH ONE HALF OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25 TOWNSHIP 48 RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER QUARTER SECTION AND RUNNING THENCE EAST 661.41 FEET; THENCE SOUTH 1320.97 FEET; THENCE WEST 661.14 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH 1321.22 FEET TO THE POINT OF BEGINNING, BEING LOT 3 IN SECHREST ESTATE, COMMISSIONER'S PLAT, EXCEPT THAT PART IN ROADS, LESS AND EXCEPT:
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48, RANGE 33, INCLUDING A PART OF LOT 3, SECHREST ESTATE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST QUARTER (SHOULD
BE CORNER) OF SAID QUARTER QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 330 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION 335 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 330 FEET TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG SAID WEST LINE 335 FEET TO THE POINT OF BEGINNING,
EXCEPT THAT PART IN BANNISTER ROAD.

TRACT 3:
ALL THAT PART OF LOT 4, LYING WESTERLY OF THE RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, OF THE SUBDIVISION OF SECHREST ESTATE, ACCORDING TO THE RECORDED PLAT THEREOF MADE A PART OF THE COMMISSIONER'S REPORT IN CAUSE NO. 24821, MARY AMANDA TALLEY, ET AL., V. WILLIAM ZIMMERMAN, IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, AT INDEPENDENCE, OF RECORD IN THE RECORDER'S OFFICE AT
KANSAS CITY IN BOOK B-1405 AT PAGE 171 AS DOCUMENT NO. 846683, SITUATE IN KANSAS CITY, JACKSON COUNTY, MISSOURI.
LESS AND EXCEPT:
THE NORTH 70 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING 786 FEET NORTH AND 209.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST 209.09 FEET; THENCE NORTH 534.81 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE WEST 209.09 FEET; THENCE SOUTH 534.89 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND CONVEYED TO THE CITY OF KANSAS CITY, MISSOURI FOR PARK PURPOSES BY DEED RECORDED AS DOCUMENT NO. K-1060221 IN BOOK K-2338 AT PAGE 1784.
ALSO LESS AND EXCEPT:
THE SOUTH 200 FEET OF THE NORTH 270 FEET OF THE FOLLOWING DESCRIBED BEGINNING 786 FEET NORTH AND 239.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST 179.09 FEET; THENCE NORTH 534.81 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE WEST 179.09 FEET;
THENCE SOUTH 534.89 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND CONVEYED TO THE CITY OF KANSAS CITY, MISSOURI FOR PARK PURPOSES BY DEED RECORDED AS DOCUMENT NO. K-1112959 IN BOOK K-2484 AT PAGE 1118.
ALSO LESS AND EXCEPT:
THE NORTH 70 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING 786 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST 209.09 FEET; THENCE NORTH 534.81 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE WEST 209.09 FEET; THENCE SOUTH 534.89 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND CONVEYED TO THE CITY OF KANSAS CITY, MISSOURI FOR PARK PURPOSES BY DEED RECORDED AS DOCUMENT NO. K-1112960 IN BOOK K-2484 AT PAGE 1122.
ALSO LESS AND EXCEPT:
THE NORTH THREE HUNDRED SEVENTY-FIVE (375) FEET OF THAT PART OF LOT FOUR, LYING WESTERLY OF THE RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, OF THE SUBDIVISION OF SECHREST ESTATE, ACCORDING TO THE RECORDED PLAT THEREOF, MADE A PART OF COMMISSIONER'S REPORT
IN CAUSE NO. 24821, MARY AMANDA TALLEY, ET. AL., V. WILLIAM ZIMMERMAN, IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, AT INDEPENDENCE, OF RECORD IN THE RECORDER'S OFFICE AT KANSAS CITY IN BOOK B-1405 AT PAGE 171 AS DOCUMENT NO. 846683, SITUATED IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT SEVEN HUNDRED EIGHTY-SIX (786) FEET NORTH OF THE SOUTHWEST CORNER OF SAID (LOT) FOUR (4); THENCE EAST FOUR HUNDRED EIGHTEEN AND EIGHTEEN HUNDREDTHS (418.18) FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST ONE HUNDRED SIXTY-NINE AND FIFTEEN HUNDREDTHS (169.15) FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FIVE HUNDRED THIRTY-SEVEN AND THIRTEEN HUNDREDTHS (537.13) FEET MORE OR LESS TO THE NORTH LINE OF SAID LOT FOUR (4); THENCE WEST ALONG SAID NORTH LINE OF SAID LOT FOUR (4) TWO HUNDRED AND TWENTY (220) FEET MORE OR LESS TO THE NORTHEAST CORNER OF SCHUMACHER PARK; THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SCHUMACHER PARK AND ITS PROLONGATION FIVE HUNDRED THIRTY-FOUR AND
EIGHT-ONE HUNDREDTHS (534.81) FEET MORE OR LESS TO THE POINT OF BEGINNING.

TRACT 4:
A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION 75 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 165 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION 75 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ALONG SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING,
EXCEPT THAT PART IN BANNISTER ROAD.

TRACT 5:
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48, RANGE 33, INCLUDING A PART OF LOT 3, SUBDIVISION OF SECHREST ESTATE, A SUBDIVISION, ALL IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 330 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION 335 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 330 FEET TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG SAID WEST LINE 335 FEET
TO THE POINT OF BEGINNING, EXCEPT THAT PART IN BANNISTER ROAD.

TRACT 6:
THE NORTH THREE HUNDRED SEVENTY-FIVE (375) FEET OF THAT PART OF LOT FOUR (4), LYING WESTERLY OF THE RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, OF THE SUBDIVISION OF SECHREST ESTATE, ACCORDING TO THE RECORDED PLAT THEREOF, MADE A PART OF THE COMMISSIONER'S REPORT IN CAUSE NO. 24821, MARY AMANDA TALLEY, ET. AL., V. WILLIAM ZIMMERMAN, IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, AT INDEPENDENCE, OF RECORD IN THE RECORDER'S OFFICE AT KANSAS CITY IN BOOK B-1405 AT PAGE 171 AS DOCUMENT NO. 846683, SITUATED IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT SEVEN HUNDRED EIGHTY SIX (786) FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT FOUR (4); THENCE EAST FOUR HUNDRED EIGHTEEN AND EIGHTEEN HUNDREDTHS (418.18) FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST ONE HUNDRED SIXTY-NINE AND FIFTEEN HUNDREDTHS (169.15) FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FIVE HUNDRED THIRTY-SEVEN AND THIRTEEN HUNDREDTHS (537.15) FEET MORE OR LESS TO THE NORTH LINE OF SAID LOT FOUR (4); THENCE WEST ALONG SAID NORTH LINE OF SAID LOT FOUR (4) TWO HUNDRED TWENTY (220) FEET MORE OR LESS TO THE NORTHEAST CORNER OF SCHUMACHER PARK; THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SCHUMACHER PARK AND ITS PROLONGATION FIVE HUNDRED THIRTY-FOUR AND EIGHTY-ONE HUNDREDTHS (534.81) FEET MORE OR LESS TO THE POINT OF BEGINNING.

LEGEND

- SIDEWALK/ LIGHT DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LIGHT DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- PHASE LINE

LOT/TRACT INFO:

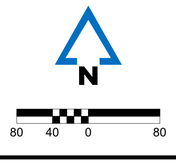
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TRACT E: 1.181 ACRES (DETENTION)

LOT 2: 7.49 ACRES
TRACT C: 1.328 ACRES (OPEN SPACE)
TRACT D: 0.193 ACRES (OPEN SPACE)

Development Summary Table			
a	Zoning		
	Existing	UR	
	Proposed	UR	
b	Total Land Area		
	Existing	24.32	Acres
c	Right-of-Way		
	Existing	0.00	Acres
	Proposed	0.29	Acres
d	Net Land Area		
	Existing	24.32	Acres
	Proposed	24.04	Acres

NOTES:

ALL PROPOSED UTILITIES ARE PRIVATE
UNLESS OTHERWISE NOTED.



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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

REVISIONS

PROJECT INFO
210660-000

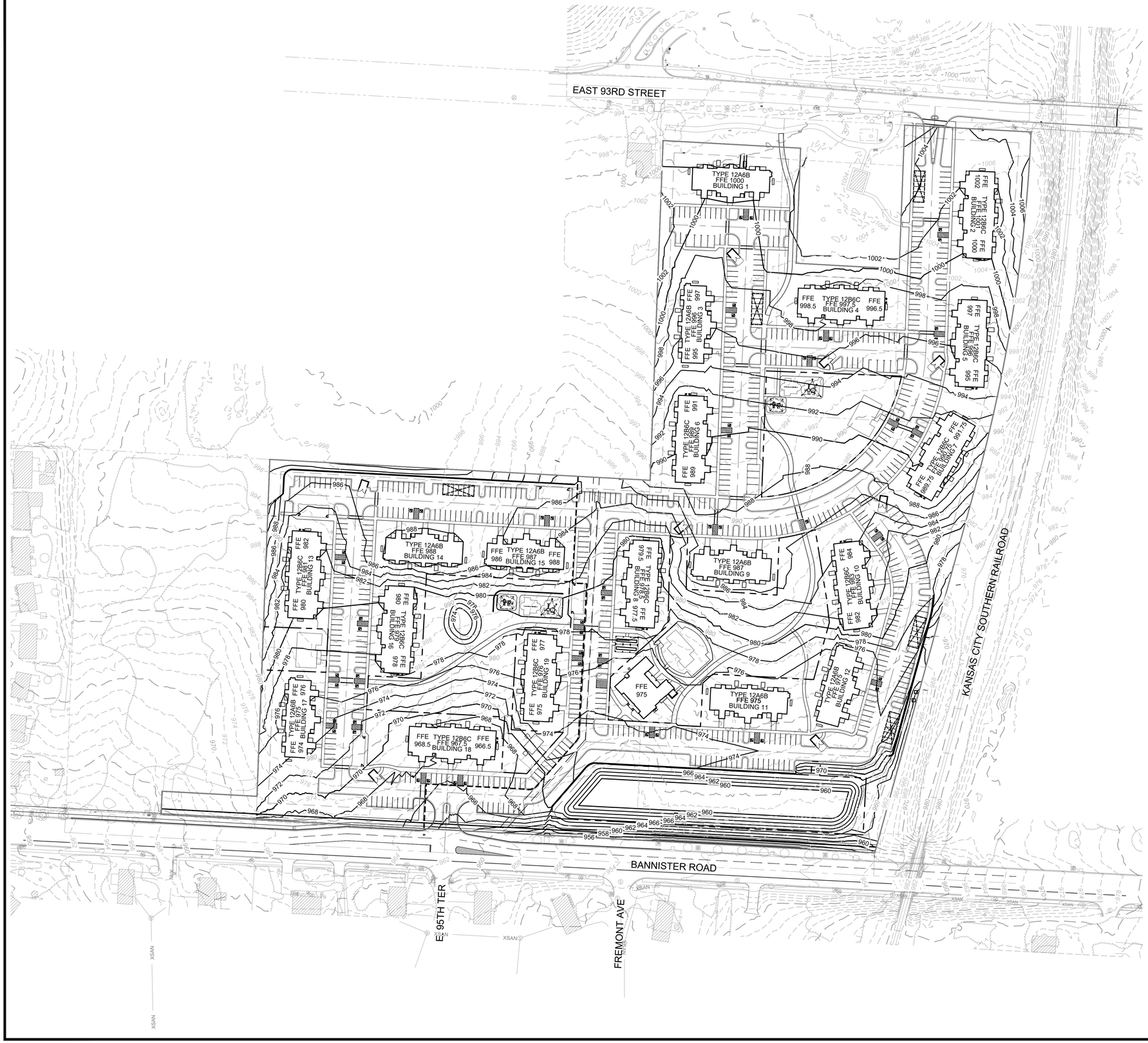
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UR PRELIMINARY DEVELOPMENT PLAN
PRELIMINARY PLAT

P:\210600\06-DRAWINGS\CIVIL\UR PRELIMINARY\210600 PLAT.DWG

DRAWING NO.
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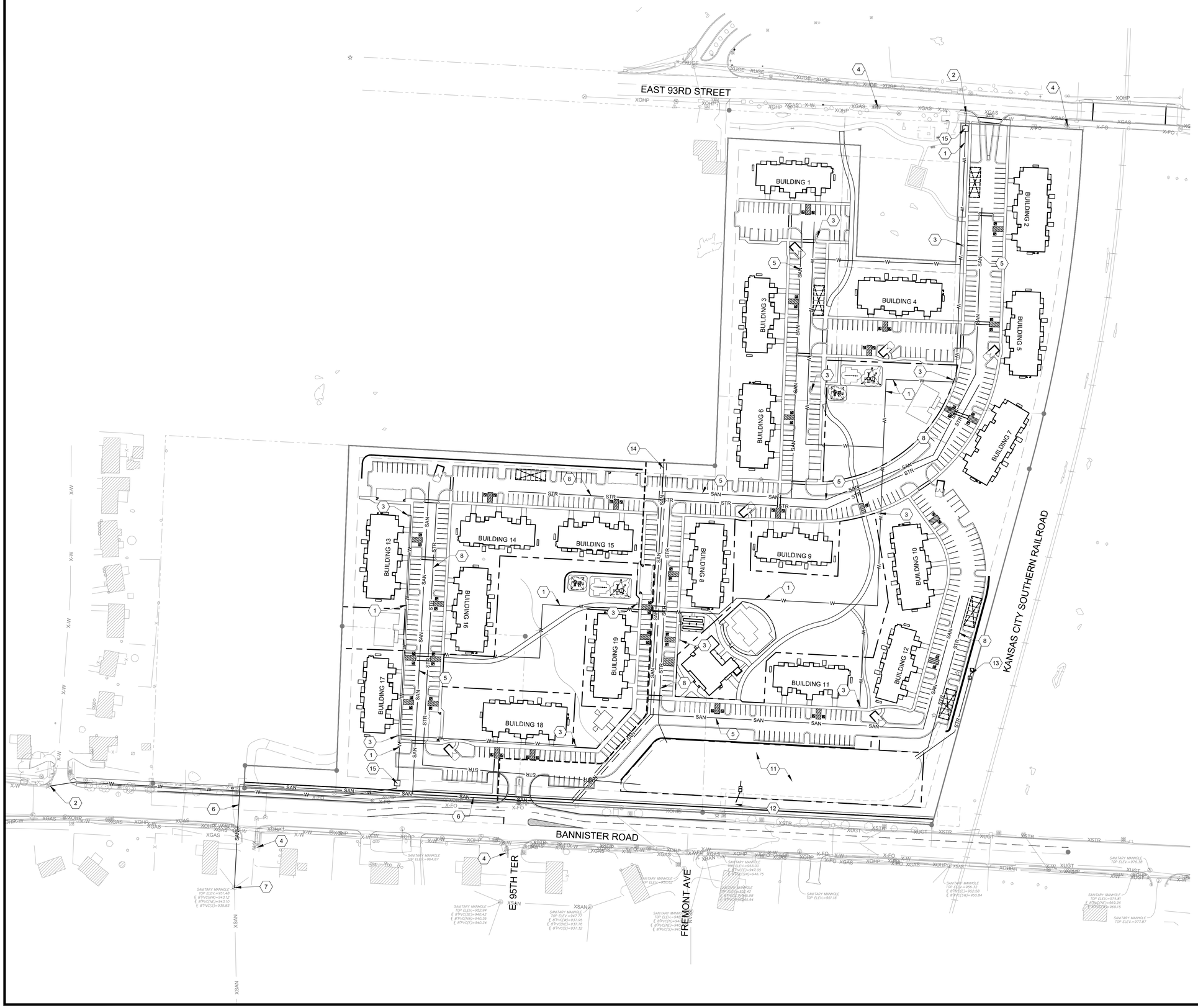
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UR PRELIMINARY DEVELOPMENT PLAN
GRADING PLAN

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DRAWING NO.
C300



KEY NOTES

1. PROPOSED 8" PRIVATE WATER MAIN (CLASS 52 DIP W/ POLYWRAP & ZINC COATING)
2. PROPOSED WATER CONNECTION TO EXISTING NETWORK
3. PROPOSED PRIVATE FIRE HYDRANT
4. EXISTING PUBLIC FIRE HYDRANT
5. PROPOSED 8" PRIVATE SANITARY SEWER (PVC)
6. PROPOSED 8" PUBLIC SANITARY SEWER (PVC)
7. PROPOSED SANITARY SEWER CONNECTION TO EXISTING NETWORK
8. PROPOSED PRIVATE STORM SEWER (HDPE)
9. PROPOSED PUBLIC STORM SEWER (HDPE)
10. PROPOSED 15' STORM DRAINAGE EASEMENT
11. DETENTION BASIN
12. PROPOSED STORM CONNECTING TO EXISTING 72"x42" CONCRETE BOX CULVERT
13. PROPOSED STORM CONNECTING TO EXISTING 2 - 36" CMP
14. PUBLIC SANITARY LINE
15. PROPOSED WATER METER AND BACKFLOW PREVENTER

UTILITY LEGEND

XSAN	EX. SANITARY SEWER LINE
XUGT	EX. UNDERGROUND TELEPHONE LINE
XSTM	EX. STORM SEWER LINE
XUGE	EX. UNDERGROUND ELECTRIC LINE
XW	EX. WATER LINE
XOHE	EX. OVERHEAD ELECTRIC
	EX. SIGN
	EX. FIBER OPTIC HAND HOLE
	EX. WATER METER
	EX. ELECTRIC HAND HOLE
	EX. COMMUNICATIONS HAND HOLE
	EX. COMMUNICATIONS MANHOLE
	EX. TELEPHONE PEDESTAL
	EX. WATER VALVE
	EX. STORM MANHOLE
	EX. LIGHT POLE
	EX. SANITARY MANHOLE
	EX. FIRE HYDRANT
	NEW WATER VALVE
	NEW STORM SEWER INTAKE
STR	NEW STORM SEWER LINE
FO	NEW FIBER OPTIC LINE
W	NEW WATER LINE
FW	NEW FIRE SERVICE LINE
SAN	NEW SANITARY SEWER LINE
	PROPERTY LINE OF SUBJECT PROPERTY
G	NEW GAS LINE
C	NEW CABLE LINE
E	NEW ELECTRIC LINE

N

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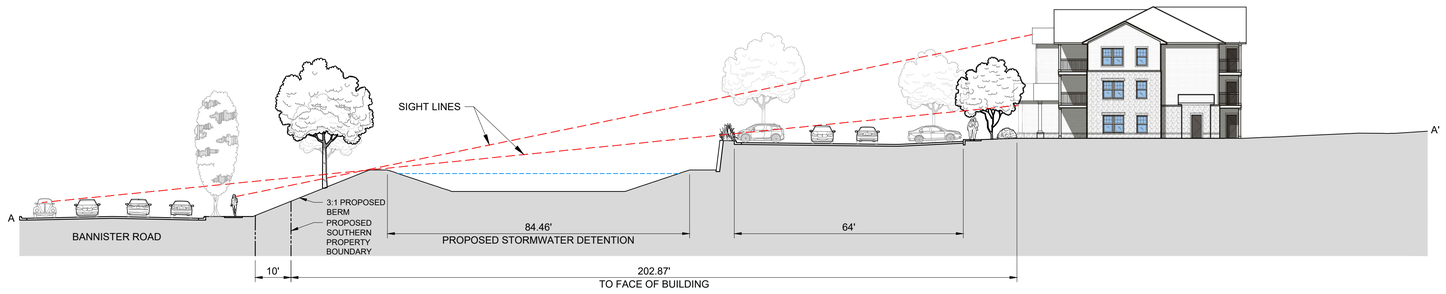
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UTILITY PLAN

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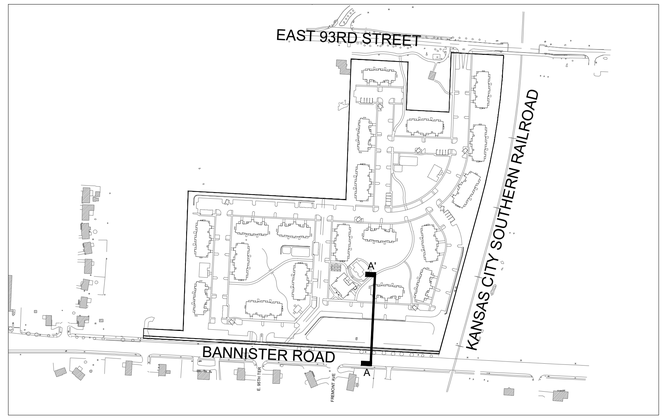
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20 10 0 20

01 SECTION A

HORIZONTAL AND VERTICAL SCALE: 1" = 20'



02 SECTION KEY MAP

1" = 300'

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UR PRELIMINARY DEVELOPMENT PLAN
SITE SECTION

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DRAWING NO.
C500



LEGEND:

EXISTING TREES TO BE REMOVED (CANOPY COVERAGE SHOWN)

01 PHOTO LOCATION & VIEW SHED





01 EXISTING TREES - LOOKING SOUTHEAST FROM N. 93RD STREET
NOT TO SCALE



02 EXISTING CYPRESS ALONG BANNISTER ROAD
NOT TO SCALE



03 EXISTING TREES LOOKING NORTH FROM BANNISTER ROAD
NOT TO SCALE



04 EXISTING TREES LOOKING NE FROM BANNISTER ROAD
NOT TO SCALE

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UR PRELIMINARY DEVELOPMENT PLAN
TREE REMOVAL PLAN

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DRAWING NO.
L001



LANDSCAPE REQUIREMENTS

ITEM	REQUIREMENT	PROPOSED	ALTERNATE REQUESTED	APPROVED
STREET TREES (88-425-03)	1 TREE PER 30 LF OF FRONTAGE			
EAST 93RD STREET	220 LF / 30 = 7 TREES	7 TREES PROPOSED		
BANNISTER ROAD	1,078 LF / 30 = 36 TREES	11 EXISTING TREES; 30 PROPOSED TREES		
GENERAL (88-425-04)	1 TREE PER 5,000 SF OF PRINCIPAL BUILDING COVERAGE			
SITE (OPEN SPACE; PARKLANDS)	144,891 TOTAL BUILDING SF/5000 = 29 TREES	35 TREES PROPOSED		
PERIMETER VEHICULAR USE AREA (88-425-05)	25' BUFFER; 3' BERM; 3 TREES, 25 SHRUBS PER 100 LF *OR* NO BERM, 25' BUFFER; 6 TREES, 35 SHRUBS PER 100 LF			
ADJACENT TO STREETS (88-425-05-B)				
EAST 93RD STREET	25' BUFFER; 13 TREES; 77 SHRUBS	25' BUFFER; 13 TREES; 45 SHRUBS, 72 GRASSES		
BANNISTER ROAD	25' BUFFER; 3' HT. BERM; 32 TREES; 270 SHRUBS	20' BUFFER; BERM; 45 TREES; 224 SHRUBS; 375 GRASSES	YES	
INTERIOR VEHICULAR USE AREA (88-425-06)	35 SF OF LANDSCAPE PER STALL			
INTERIOR AREA	684 STALLS x 35 = 23,940 SF LANDSCAPE REQUIRED	27,072 SF		
TREES	1 TREE PER 5 STALLS = 137 TREES	138 TREES		
SHRUBS	1 SHRUBS PER STALL = 684 SHRUBS	647 SHRUBS; 189 GRASSES		
PARKING GARAGE SCREENING	DESCRIBE: N/A			
MECHANICAL/UTILITY SCREENING	DESCRIBE: PROVIDED PER PLAN			
OUTDOOR USE SCREENING	DESCRIBE: PROVIDED PER PLAN			

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT
	22	Acer saccharum 'Autumn Splendor' / Autumn Splendor Maple	B&B, 2" Cal.
	7	Amelanchier x grandiflora `Autumn Brilliance` / Serviceberry	B&B, 1.5" Cal.
	20	Cercis canadensis / Eastern Redbud	B&B, 1.5" Cal.
	17	Cornus florida 'Cherokee Princess' / Princess Dogwood	B&B, 1.5" Cal.
	17	Gleditsia triacanthos inermis 'Skyline' / Skyline Honey Locust	B&B, 2" Cal.
	6	Nyssa sylvatica / Black Gum	B&B, 2" Cal.
	22	Ostrya virginiana / Hophornbeam	B&B, 2" Cal.
	21	Quercus bicolor / Swamp White Oak	B&B, 2" Cal.
	23	Quercus rubra / Red Oak	B&B, 2" Cal.
	9	Taxodium distichum 'Skyward' TM / Skyward Bald Cypress	B&B, 2" Cal.
	30	Tilia americana 'McKSentry' TM / American Linden	B&B, 2" Cal.
	18	Ulmus x 'Frontier' / Frontier Elm	B&B, 2" Cal.
EVERGREEN TREES	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**
	107	Juniperus chinensis `Perfecta` / Perfecta Juniper	B&B, 6` Ht
	5	Picea pungens 'Fat Albert' / Fat Albert Spruce	B&B, 6` Ht
	6	Pinus strobus / White Pine	B&B, 6` Ht
	112	Thuja occidentalis 'Hetz Wintergreen' / Hetz Wintergreen Arborvitae	B&B, 6` Ht
SHRUBS	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**
	41	Aronia melanocarpa 'Autumn Magic' / Black Chokeberry	5 gal
	28	Aronia melanocarpa 'UCONNAM165' TM / Low Black Chokeberry	5 gal
	52	Buddleja x 'Tutti Fruitii' / Pugster Pink Butterfly Bush	5 gal
	26	Ceanothus americanus / New Jersey Tea	5 gal
	125	Rhus aromatica 'Gro-Low' / Gro-Low Sumac	5 gal
	53	Spiraea betulifolia 'Tor' / Tor Birchleaf Spirea	5 gal
	6	Viburnum dentatum 'Christom' TM / Blue Muffin Viburnum	5 gal
	10	Viburnum x burkwoodii 'Mohawk' / Mohawk Viburnum	5 gal
EVERGREEN SHRUBS	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**
	59	Buxus microphylla / Littleleaf Boxwood	5 gal
	104	Juniperus chinensis 'Gold Lace' / Gold Lace Juniper	5 gal
	64	Juniperus chinensis 'Kallays Compact' / Kallay Compact Pfitzer Juniper	5 gal
	43	Juniperus sabina 'Broadmoor' / Broadmoor Juniper	5 gal
	13	Pinus mugo 'Mops' / Mops Mugo Pine	5 gal
GRASSES	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**
	375	Andropogon gerardii `Blackhawks` / Blackhawks Big Bluestem	6" Pot
	92	Miscanthus x 'Purpurascens' / Flame Grass	1 gal
	159	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	1 gal
PERENNIALS	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**
	68	Asclepias tuberosa 'Hello Yellow' / Hello Yellow Butterfly Milkweed	1 gal
	18	Baptisia x 'Lemon Meringue' TM / Lemon Meringue Baptisia	1 gal
	25	Coreopsis x 'Jethro Tull' / Jethro Tull Tickseed	1 gal
	76	Hemerocallis x 'Sammy Russell' / Sammy Russell Daylily	1 gal
	27	Liriope muscari 'Big Blue' / Big Blue Lilyturf	1 gal
	69	Nepeta x faassenii 'Walker's Low' / Walker's Low Catmint	1 gal
GROUND COVERS	**QTY**	**BOTANICAL / COMMON NAME**	**CONT**	**SPACING**
	6,856 sf	Native BMP Stormwater Basin	SF	

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UR PRELIMINARY DEVELOPMENT PLAN
LANDSCAPE PLAN

P:\210600\06-DRAWINGS\LANDSCAPE\210600 LSCP.DWG

DRAWING NO.
L100



SIDE ELEVATION - ALL 12A6B BLDGS. C2

3/32"=1'-0"



SIDE ELEVATION - ALL 12A6B BLDGS. C1

3/32"=1'-0"



REAR ELEVATION - BLDGS. 3, 15 & 17 B2

3/32"=1'-0"



FRONT ELEVATION - BLDGS. 3, 15 & 17 B1

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"



REAR ELEVATION - BLDGS. 1, 9, 11, 12 & 14 A2

3/32"=1'-0"



FRONT ELEVATION - BLDGS. 1, 9, 11, 12 & 14 A1

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"

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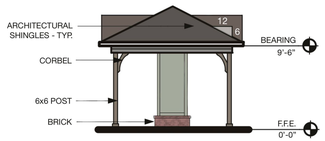
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UR PRELIMINARY DEVELOPMENT PLAN
ARCHITECTRUAL ELEVATIONS

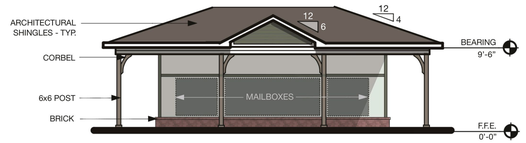
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A100



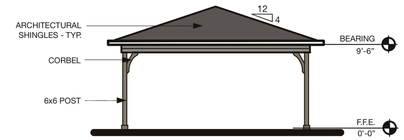
SIDE ELEVATION - MAIL KIOSK — C4

1/8"=1'-0"



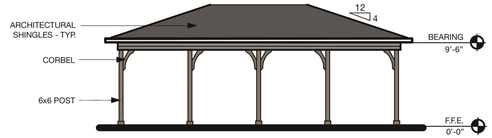
FRONT ELEVATION - MAIL KIOSK — C3

1/8"=1'-0"



SIDE ELEVATION - PAVILION — C2

1/8"=1'-0"



FRONT/REAR ELEVATION - PAVILION — C1

1/8"=1'-0"



SIDE ELEVATION - ALL 12B6C BLDGS. — B2

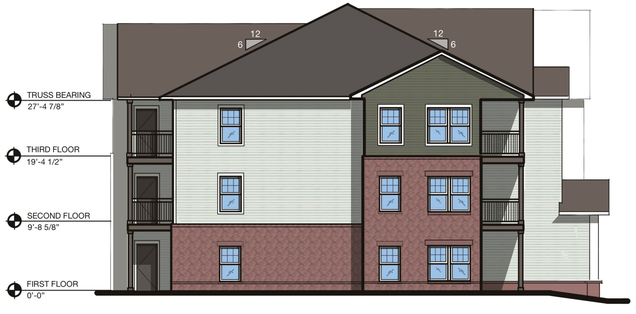
3/32"=1'-0"



REAR ELEVATION - BLDGS. 2, 4, 5, 6, 7, 8, 10, 13, 16, 18 & 19 — B1

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"



SIDE ELEVATION - ALL 12B6C BLDGS. — A2

3/32"=1'-0"



FRONT ELEVATION - BLDGS. 2, 4, 5, 6, 7, 8, 10, 13, 16, 18 & 19 — A1

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"

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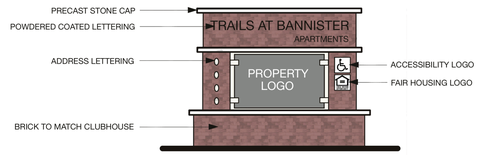
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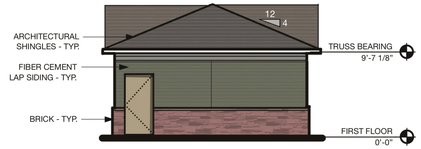
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ARCHITECTURAL ELEVATIONS

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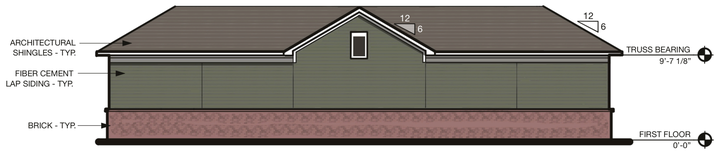
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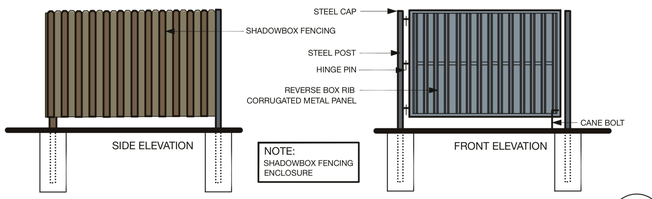
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1/4"=1'-0"



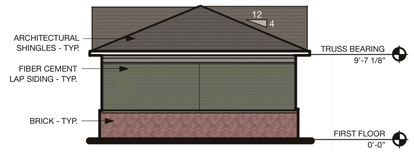
SIDE ELEVATION - GARAGE D2
1/8"=1'-0"



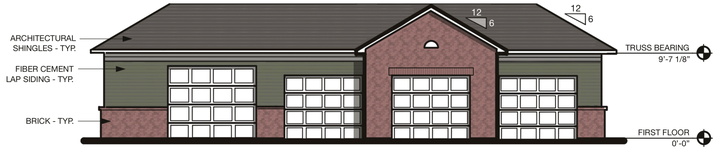
REAR ELEVATION - GARAGE D1
1/8"=1'-0"



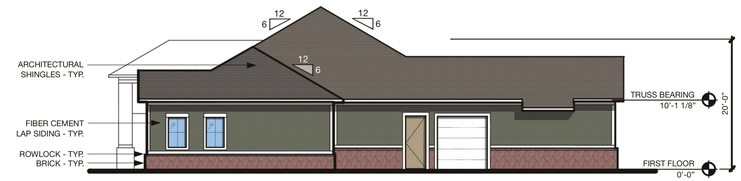
DUMPSTER ENCLOSURE ELEVATION C3
1/4"=1'-0"



SIDE ELEVATION - GARAGE C2
1/8"=1'-0"



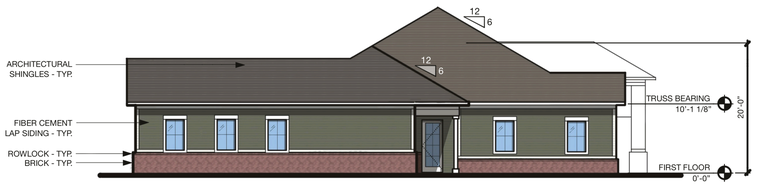
FRONT ELEVATION - GARAGE C1
1/8"=1'-0"



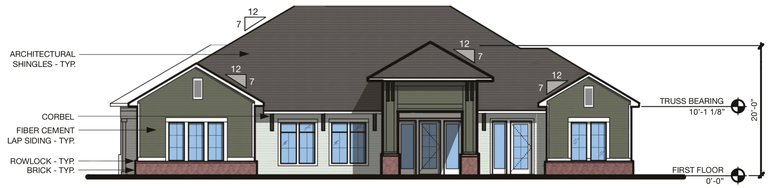
SIDE ELEVATION - COMM. BUILDING B2
3/32"=1'-0"



REAR ELEVATION - COMM. BUILDING B1
3/32"=1'-0"



SIDE ELEVATION - COMM. BUILDING A2
3/32"=1'-0"



FRONT ELEVATION - COMM. BUILDING A1
3/32"=1'-0"

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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

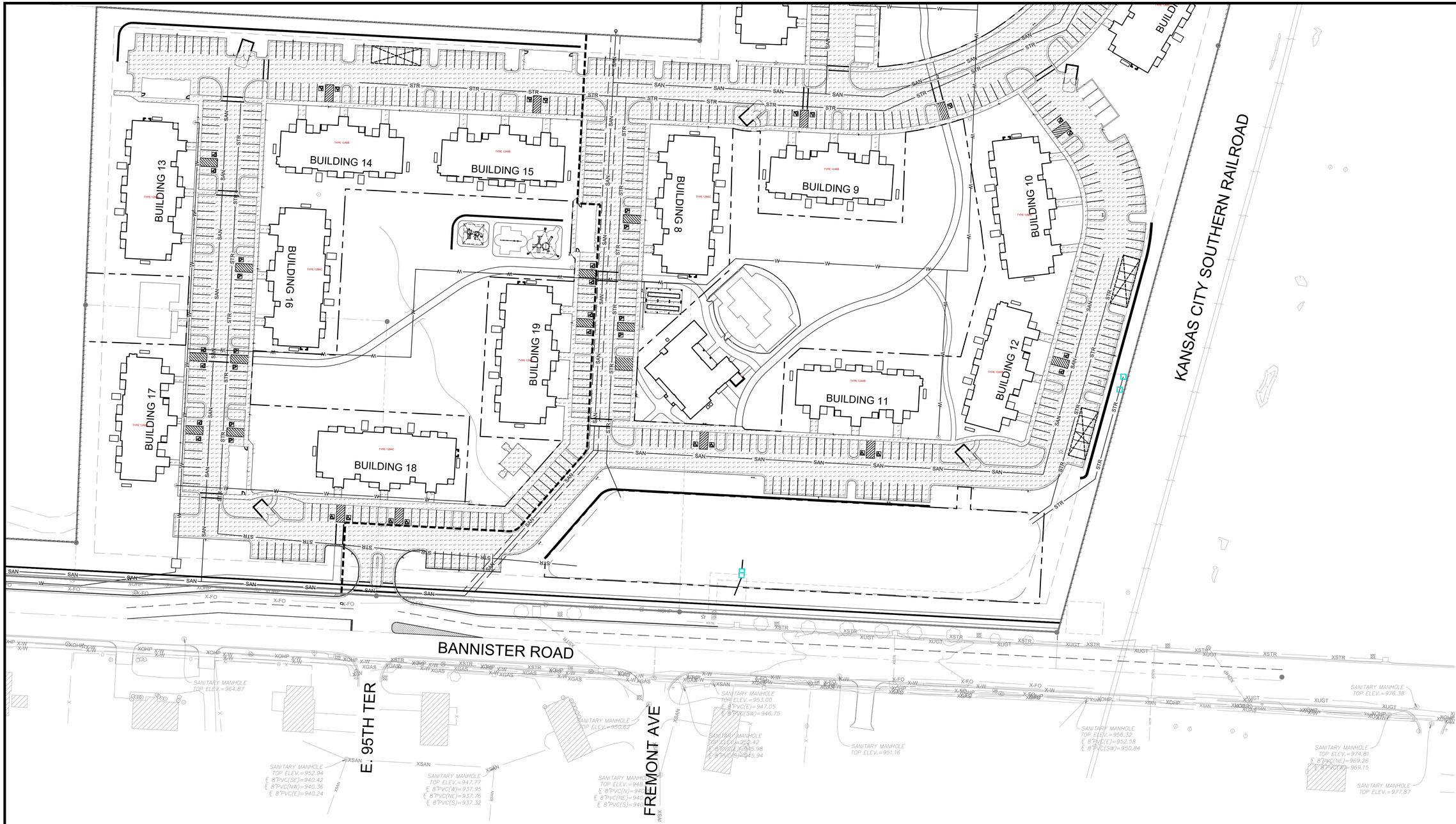
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TRAILS AT BANNISTER APARTMENT HOMES
6400 BANNISTER ROAD
KANSAS CITY, MO

UR PRELIMINARY DEVELOPMENT PLAN
ARCHITECTURAL ELEVATIONS

P:\21060\06-DRAWINGS\CIVIL\UR PRELIMINARY\210600 ARCH.DWG

DRAWING NO.
A102



Luminaire/Pole Schedule

Symbol	Qty	Tag	Arrangement	LLF	Mounting Height	Brand	Catalog Number	Arr. Watts
	12	A	SINGLE	0.90	28'	GE Lighting Solutions	EACL01-2-E3-AW-7-40-X-A-BKBK	95
	18	B	DOUBLE	0.90	28'	GE Lighting Solutions	EACL01-2-E3-AW-7-40-X-A-BKBK	190
	63	C	SINGLE	0.90	28'	GE Lighting Solutions	EACL01-2-E3-AW-7-40-X-A-BKBK WITH ELS-EAC-ABL-BLCK	95
	63	D	SINGLE	0.90	16'	Lithonia Lighting	WDGE1 LED P1 40K 80CRI VF	10

Calculation Summary					
Label	Avg	Max	Min	Avg/Min	Max/Min
PAVEMENT	2.702	5.673	0.266	10.2:1	21.3:1
PROPERTY LINE	0.086	0.854	0.0	N/A	N/A

N

50 25 0 50

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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

REVISIONS

PROJECT INFO
210660-000

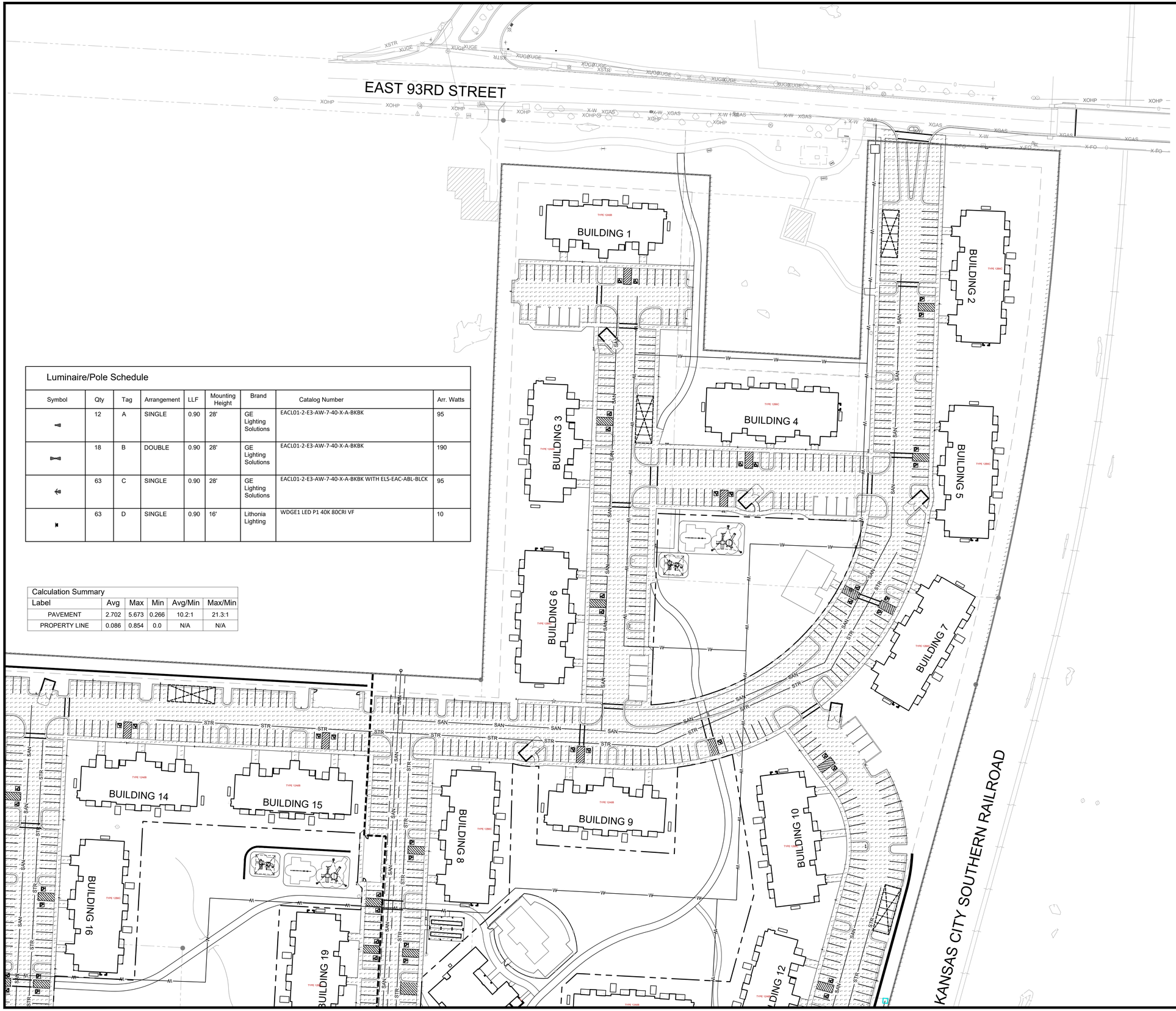
ENGINEER	DRAWN BY	CHECKED BY
PJO	ELM	PJO

TRAILS AT BANNISTER APARTMENT HOMES
6400 BANNISTER ROAD
KANSAS CITY, MO

UR PRELIMINARY DEVELOPMENT PLAN
PHOTOMETRIC PLAN

P:\210600\06-DRAWINGS\LIGHTING\210600 LIGHT.DWG

DRAWING NO.
E100



Luminaire/Pole Schedule

Symbol	Qty	Tag	Arrangement	LLF	Mounting Height	Brand	Catalog Number	Arr. Watts
	12	A	SINGLE	0.90	28'	GE Lighting Solutions	EACL01-2-E3-AW-7-40-X-A-BKBK	95
	18	B	DOUBLE	0.90	28'	GE Lighting Solutions	EACL01-2-E3-AW-7-40-X-A-BKBK	190
	63	C	SINGLE	0.90	28'	GE Lighting Solutions	EACL01-2-E3-AW-7-40-X-A-BKBK WITH ELS-EAC-ABL-BLCK	95
	63	D	SINGLE	0.90	16'	Lithonia Lighting	WDGE1 LED P1 40K 80CRI VF	10

Calculation Summary

Label	Avg	Max	Min	Avg/Min	Max/Min
PAVEMENT	2.702	5.673	0.266	10.2:1	21.3:1
PROPERTY LINE	0.086	0.854	0.0	N/A	N/A

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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

REVISIONS

PROJECT INFO
210660-000

ENGINEER	DRAWN BY	CHECKED BY
PJO	ELM	PJO

TRAILS AT BANNISTER APARTMENT HOMES
6400 BANNISTER ROAD
KANSAS CITY, MO

UR PRELIMINARY DEVELOPMENT PLAN
PHOTOMETRIC PLAN

P:\210600\06-DRAWINGS\LIGHTING\210600 LIGHT.DWG

DRAWING NO.
E101

COMPARED VERSION
COMMITTEE SUBSTITUTE TO ORIGINAL ORDINANCE

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 220664

Rezoning an area of about 24 acres generally located at 6200 E. Bannister Road from UR (Urban Redevelopment) to UR (Urban Redevelopment) and approving a UR development plan and preliminary plat for 342 residential units. (CD-CPC-2022-00098).

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section A. That Chapter 88, Code of Ordinances of the City of Kansas City, Missouri commonly known as the Zoning and Development Code, is hereby amended by enacting a new section to be known as Section 88-20A-1342 rezoning an area of about 24 acres located at 6200 E. Bannister Road from District UR (Urban Redevelopment) to District UR (Urban Redevelopment) said section to read as follows:

Sec. 88-20A-1342. That an area legally described as:

TRACT 1: Intentionally omitted

TRACT 2: The South One-Half of a tract of land in the Southeast Quarter of the Northwest Quarter of Section 25, Township 48, Range 33, in Kansas City, Jackson County, Missouri and described as follows: Beginning at the northwest corner of said Quarter Quarter Section and running then East 661.41 feet; thence South 1320.97 feet; thence West 661.14 feet to the southwest corner of said Quarter Quarter Section; thence North 1321.22 feet to the point of beginning, being Lot 3 in Sechrest Estate, Commissioner's Plat, except that part in roads, less and except: Part of the Southeast Quarter of the Northwest Quarter of Section 25, Township 48, Range 33, including a part of Lot 3, Sechrest Estate, a subdivision in Kansas City, Jackson County, Missouri described as follows: Beginning a the Southwest Quarter (should be corner) of said Quarter Quarter Section; thence east along the south line of said Quarter Quarter Section 330 feet; thence north parallel with the west line of said Quarter Quarter Section 335 feet; thence west parallel with the south line of said Quarter Quarter Section 330 feet to the west line of said Quarter Quarter Section; thence south along said west line 335 feet to the point of beginning, except that part in Bannister Road.

TRACT 3: All that part of Lot 4, lying Westerly of the right of way of the Kansas City Southern Railroad, of the Subdivision of Sechrest Estate, according to the recorded plat thereof made a part of the Commissioner's Report in Cause No. 2482, Mary Amanda Talley, et al. v. William Zimmerman, in the Circuit Court of Jackson County, Missouri, at Independence, of record in the Recorder's Office at Kansas City in Book B-1405 at page 171 as Document No. 846683, situate in Kansas City,

Jackson County, Missouri. Less and except: The north 70 feet of the following described land: Beginning 786 feet north and 209.09 feet east of the southwest corner of said Lot 4; thence East 209.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 209.09 feet; thence South 534.89 feet to the point of beginning, being the same land conveyed to the City of Kansas City, Missouri for park purposes by Deed recorded as Document No. K-1060221 in Book K-2338 at page 1784. Also less and except: The South 200 feet of the North 270 feet of the following described: Beginning 786 feet north and 239.09 feet east of the southwest corner of said Lot 4; thence East 179.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 179.09 feet; thence South 534.89 feet to the point of beginning, being the same land conveyed to the City of Kansas City, Missouri for park purposes by Deed recorded as Document No. K-1112959 in Book K-2484 at page 1118. Also less and except: The North 70 feet of the following described land: Beginning 786 feet north of southwest corner of said Lot 4; thence East 209.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 209.09 feet; thence South 534.89 feet to the Point of Beginning, being the same land conveyed to the City of Kansas City, Missouri for park purposes by Deed recorded as Document No. K-1112960 in Book K-2484 at page 1122. Also less and except: The North three hundred seventy-five (375) feet of the at part of Lot Four, lying Westerly of the right of way of the Kansas City Southern Railroad, of the subdivision if Sechrest Estate, according to the recorded plat thereof, made a part of Commissioner's Report in Cause No. 24821, Mary Amanda Talley, et al. v. William Zimmerman, in the Circuit Court of Jackson County, Missouri, at Independence, of record in the Recorder's Office at Kansas City in Book B-1405 at page 171 as Document No. 846683, situated in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point seven hundred eighty six (786) feet north of the southwest corner of said (Lot) Four (4); thence east four hundred eighteen and eighteen hundredths (418.18) feet to the true point of beginning; thence east one hundred sixty nine and fifteen hundredths (169.15) feet more or less to the west right of way of the Kansas City Southern Railroad; thence northeasterly along said right of way line five hundred thirty seven and thirteen hundredths (537.13) feet more or less to the north line of said Lot Four (4); thence west along said north line of said Lot Four (4) two hundred and twenty (220) feet more or less to the northeast corner of Schumacher Park; thence southerly along the east boundary line of Schumacher Park and its prolongation five hundred thirty-four and eight-one hundredths (534.81) feet more or less to the point of beginning.

TRACT 4: A tract of land in the Southwest Quarter of the Northwest Quarter of Section 25, Township 48, Range 33, in Kansas City, Jackson County, Missouri, described as follows: Beginning at the southeast corner of said Quarter Quarter Section; thence north along the east line of said Quarter Quarter Section 75 feet; thence west, parallel to the south line of said Quarter Quarter Section, 165 feet; thence south parallel with the east line of said Quarter Quarter Section 75 feet to the south line thereof; thence east along said south line 165 feet to the point of beginning, except that part in Bannister Road.

TRACT 5: Part of the Southeast Quarter of the Northwest Quarter of Section 25, Township 48, Range 33, including a part of Lot 3, Subdivision of Sechrest Estate, a subdivision all in Kansas City, Jackson County, Missouri, described as follows: Beginning at the southwest corner of said Quarter Quarter Section, thence east along the south line of said Quarter Quarter Section, 330 feet; thence north parallel with the west line of said Quarter Quarter Section 335 feet; thence west parallel with the south line of said Quarter Quarter Section, 330 feet to the west line of said Quarter Quarter Section; thence south along said west line 335 feet to the point of beginning, except that part in Bannister Road.

TRACT 6: The north three hundred seventy-five (375) feet of that part of Lot Four (4), lying westerly of the right of way of the Kansas City Southern Railroad, of the subdivision of Sechrest Estate, according to the recorded plat thereof, made a part of the Commissioner's Report in Cause No. 24821, Mary Amanda Talley, et al. v. William Zimmerman, in the Circuit Court of Jackson County, Missouri, at Independence, of record in the Recorder's Office at Kansas City in Book B-1405 at page 171 as Document No. 846683, situated in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point seven hundred eighty-six (786) feet north of the southwest corner of said Lot Four (4); thence east four hundred eighteen and eighteen hundredths (418.18) feet to the true point of beginning; thence east one hundred sixty-nine and fifteen hundredths (169.15) feet more or less to the west right of way line of the Kansas City Southern Railroad; thence northeasterly along said right of way line five hundred thirty-seven and thirteen hundredths (537.15) feet more or less to the north line of said Lot Four (4); thence west along said north line of said Lot Four (4) two hundred twenty (220) feet more or less to the northeast corner of Schumacher Park; thence southerly along the east boundary line of Schumacher Park and its prolongation five hundred thirty-four and eighty-one hundredths (534.81) feet more or less to the point of beginning.

is hereby rezoned from District UR (Urban Redevelopment) to District UR (Urban Redevelopment), all as shown outlined on a map marked Section 88-20A-1342, which is attached hereto and made a part hereof, and which is hereby adopted as part of an amendment to the zoning maps constituting a part of said chapter and in accordance with Section 88-20 thereof.

Section B. That a development plan is hereby approved, subject to the following conditions:

1. The developer shall submit an affidavit, prepared by an engineer licensed in the State of Missouri, verifying that all outdoor lighting has been installed in accordance with approved plans and that lighting levels do not exceed that shown on the approved lighting plan at the property lines prior to a certificate of occupancy. A photometric plan shall show spillover light.

2. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that all landscaping required of the

approved plan has been installed in accordance with the plan and is healthy prior to a certificate of occupancy.

3. All signage shall conform to 88-445 and shall require a sign permit prior to installation.

4. The developer shall secure approval of a UR final plan from Development Management Division staff prior to a building permit.

5. All ground and roof mounted utility cabinets shall be screened from public view pursuant to 88-425-08-B.

6. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that street trees have been installed in accordance with the approved street tree planting plan and are healthy prior to a certificate of occupancy.

7. The developer shall coordinate with the Public Works Department to resolve all traffic safety related corrections along Bannister Road prior to a final certificate of occupancy.

~~8. The developer shall coordinate with Kansas City Water to resolve the stormwater review correction prior to ordinance request.~~

~~9~~8. The developer shall dedicate additional right-of-way for Bannister Road as required by the adopted major street plan so as to provide a minimum of 50 feet of right-of-way as measured from the centerline, along those areas being platted, or seek approval recommendations from the Transportation and Development Committee for any variances requested to the major street plan prior to the City Plan Commission approval.

~~10~~9. The developer shall submit a macro storm drainage study with the first plat or phase, from a Missouri-licensed civil engineer to the Land Development Division showing compliance with current adopted standards in effect at the time of submission, including water quality BMP's, to the Land Development Division for review and acceptance for the entire development area, and submit a micro storm drainage study with each subsequent plat or phase showing compliance with the approved macro and adopted standards. The developer shall secure permits to construct any improvements as necessary to mitigate impacts from rate, volume, and quality of runoff from each proposed phase, prior to recording the plat or prior to issuance of a building permit, whichever occurs first, as required by the Land Development Division.

~~11~~10. The developer shall cause the area to be platted and processed in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, as amended, commonly known as the Development Regulations.

~~12~~11. The developer shall subordinate to the City all private interest in the area of any right-of-way dedication, in accordance with Chapter 88 and as required by the Land Development Division, prior to issuance of any construction permits within said right-of-way, and the developer shall be responsible for all costs associated with subordination activities now and in the future.

~~13~~12. The developer shall integrate into the existing streetlight system any relocated streetlights within the street right-of-way impacted by the new drive or approach entrances as required by the Land Development Division, and the relocated lights must comply with all adopted lighting standards.

~~14~~13. The developer shall pay impact fees as required by Chapter 39 of the City's Code of Ordinances, as required by the Land Development Division.

~~15~~14. The south half of E. 93rd Street shall be improved as required by Chapter 88, to current standards, including curb, gutter, relocating any utilities as may be necessary and obtaining a required permit from the Land Development Division for said improvement prior to recording the plat or prior to issuance of a building permit, whichever occurs first.

~~16~~15. The developer shall submit construction plans in compliance with adopted standards for all improvements required by the traffic study approved by the Public Works Department, and shall secure permits for those improvements as required by the Land Development Division, prior to recording the plat.

~~17~~16. After the City Plan Commission enters its disposition for the development plan, the developer shall not enter into any agreement that would encumber or otherwise have any impact on the proposed right-of-way dedications for the planned project without the prior written consent of the Land Development Division.

~~18~~17. The developer shall submit a plan for approval and permitting by the Land Development Division prior to beginning construction of the improvements in the public right-of-way, and construct ADA compliant ramps at all required locations where new private drives are being added, or where existing sidewalks are modified or repaired.

~~19~~18. The developer shall enter into a covenant agreement for the maintenance of any stormwater detention area tracts as required by the Land Development Division, prior to recording the plat.

~~20~~19. The developer shall submit plans for grading, siltation, and erosion control to the Land Development Division for review and acceptance, and secure a site disturbance permit for any proposed disturbance area equal to one acre or more prior to beginning any construction activities.

~~21~~20. The developer shall secure permits to extend public sanitary and storm water conveyance systems to serve all proposed lots within the development and determine adequacy of receiving systems as required by the Land Development Division, prior to recording the plat or issuance of a building permit, whichever occurs first.

~~22~~21. The developer shall grant any BMP and/or surface drainage easements to the City as required by the Land Development Division, prior to recording the plat or issuance of any building permits.

~~23~~22. The project shall meet the fire flow requirements as set forth in Appendix B of the International Fire Code 2018. (IFC-2018 § 507.1)

~~24~~23. Buildings equipped with a fire standpipe system shall have an operable fire hydrant within 100 feet of the Fire Department Connection (FDC). (IFC2018 § 507.5.1.1)

~~25~~24. Fire hydrant distribution shall follow IFC-2018 Table C102.1.

~~26~~25. Fire hydrants shall be installed and operable prior to the arrival of any combustible building materials onto the site. (IFC-2018 § 501.4 and 3312.1; NFPA -2013 § 8.7.2)

~~27~~26. Required Fire Department access roads shall be an all-weather surface. (IFC-2012: § 503.2.3)

~~28~~27. Fire Department access roads shall be provided prior to construction/demolition projects begin. (IFC-2018 § 501.4 and 3310.1; NFPA 241-2013 § 7.5.5)

~~29~~28. Required Fire Department access roads shall be designed to support a fire apparatus with a gross axle weight of 85,000 pounds. (IFC-2018: § 503.2.3)

~~30~~29. Dead-end Fire Department access road(s) in excess of 150 feet shall be provided with an approved turnaround feature (i.e., cul-de-sac, hammerhead). Dead-end streets in excess of 150 feet in length resulting from a "phased" project shall provide an approved temporary turnaround feature (i.e., cul-de-sac, hammerhead). (IFC-2018: § 503.2.5)

~~31~~30. The turning radius for Fire Department access roads shall be 30 feet inside and 50 feet outside radius. (IFC-2018: § 503.2.4)

~~32~~31. Aerial fire apparatus access roads shall be provided for any building that is 30 feet in height or greater. Aerial fire apparatus roads are a minimum 26 feet wide, at least 15 feet away from the building but not more than 30 feet from the structure. (IFC-2018 § D105).

~~33~~32. The developer shall be responsible for dedication of parkland, private open space in lieu of parkland, or payment of cash-in-lieu of either form of dedication, or any combination thereof in accordance with 88-408. Should the developer choose to pay cash-in-lieu of dedicating all or a portion of the required area, the amount due shall be based upon the (2022) acquisition rate of ($64,220.18) per acre. This requirement shall be satisfied prior to recording the final plat or a certificate of occupancy, whichever is applicable to the project.

~~34~~33. The developer shall submit a streetscape plan with street tree planting plan per 88-425-03 for approval by the Parks and Recreation Department's Forestry Division prior to beginning work in the public right-of-way along E. 93rd Street and Bannister Road.

~~35~~34. A parks permit shall be obtained for any work/trail connection in Schumacher Park.

~~36~~35. The developer shall ensure that water and fire service lines should meet current Water Services Department rules and regulations prior to a certificate of occupancy.

~~37~~36. The developer shall have a water flow test done to ensure there is adequate water pressure to serve the development.

~~38~~37. A full flow fire meter will be required when the fire protection service line serves more than one building, or combination service lines 6 inches and larger, or that have private fire hydrants connected to them.

~~39~~38. The developer shall submit water main extension drawings for the proposed public main along Bannister Road between Belmont and White Avenues. Plans shall be prepared by a registered professional engineer in Missouri and submitted to the water main extension desk for review, acceptance and contracts per the Kansas City Water rules and regulations for water main extensions and relocations.

A copy of said UR development plan and preliminary plat is on file in the office of the City Clerk with this ordinance and made a part hereof.

Section C. That the Council finds and declares that before taking any action on the proposed amendment hereinabove, all public notices and hearings required by the Zoning Ordinance have been given and had.

I hereby certify that as required by Chapter 88, Code of Ordinances, the foregoing ordinance was duly advertised and public hearings were held.

_____

Secretary, City Plan Commission

Approved as to form and legality:

_____

Sarah Baxter
Senior Associate City Attorney

Plan Conditions

Report Date: July 20, 2022

Case Number: CD-CPC-2022-00098

Project: Trails at Bannister

Condition(s) by City Planning and Development Department. Contact Andrew Clarke at (816) 513-8821 / Andrew.Clarke@kcmo.org with questions.

1. That the developer shall submit an affidavit, prepared by an engineer licensed in the State of Missouri, verifying that all outdoor lighting has been installed in accordance with approved plans and that lighting levels do not exceed that shown on the approved lighting plan at the property lines prior to Certificate of Occupancy. Photometric plan must show spillover light.
2. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that all landscaping required of the approved plan has been installed in accordance with the plan and is healthy prior to Certificate of Occupancy.
3. That all signage shall conform to 88-445 and shall require a sign permit prior to installation.
4. The developer shall secure approval of a UR final plan from Development Management Division staff prior to building permit.
5. All ground and roof mounted utility cabinets shall be screened from public view pursuant to 88-425-08-B
6. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that street trees have been installed in accordance with the approved street tree planting plan and are healthy prior to Certificate of Occupancy.
7. The developer shall coordinate with Public Works to resolve all traffic safety related corrections along Bannister Road prior to final certificate of occupancy.
8. The developer shall coordinate with KC Water to resolve the stormwater review correction prior to ordinance request.

Condition(s) by City Planning and Development Department. Contact Lucas Kaspar at (816) 513-2558 / Lucas.Kaspar@kcmo.org with questions.

9. The developer must dedicate additional right of way for Bannister Rd as required by the adopted Major Street Plan so as to provide a minimum of 50 feet of right of way as measured from the centerline, along those areas being platted, or seek approval recommendations from the Transportation and Development Committee for any variances requested to the Major Street Plan prior to City Plan Commission approval.
10. The developer must submit a Macro storm drainage study with the first Plat or Phase, from a Missouri-licensed civil engineer to the Land Development Division showing compliance with current adopted standards in effect at the time of submission, including Water Quality BMP's, to the Land Development Division for review and acceptance for the entire development area, and submit Micro storm drainage study with each subsequent Plat or Phase showing compliance with the approved Macro and adopted standards. The developer shall secure permits to construct any improvements as necessary to mitigate impacts from rate, volume, and quality of runoff from each proposed phase, prior to recording the plat or prior to issuance of a Building Permit, whichever occurs first as required by the Land Development Division.
11. The developer shall cause the area to be platted and processed in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, as amended, commonly known as the Development Regulations.
12. The developer must subordinate to the City all private interest in the area of any right-of-way dedication, in accordance with Chapter 88 and as required by the Land Development Division, prior to issuance of any construction permits within said right-of-way, and that the owner/developer shall be responsible for all costs associated with subordination activities now and in the future.
13. The developer must integrate into the existing street light system any relocated existing street lights within the street right-of-way impacted by the new drive or approach entrances as required by the Land Development Division, and the relocated lights must comply with all adopted lighting standards.

Condition(s) by City Planning and Development Department. Contact Lucas Kaspar at (816) 513-2558 / Lucas.Kaspar@kcmo.org with questions.

14. The developer must pay impact fees as required by Chapter 39 of the City's Code of ordinances as required by the Land Development Division.

15. That the South half of E. 93rd Street shall be improved as required by Chapter 88, to current standards, including curb and gutter, relocating any utilities as may be necessary and obtaining required permit from Land Development Division for said improvement prior to recording the plat or prior to issuance of a Building Permit, whichever occurs first.

16. The developer shall submit construction plans in compliance with adopted standards for all improvements required by the traffic study approved by the Public Works Department, and shall secure permits for those improvements as required by the Land Development Division, prior to recording the plat.

17. After the City Plan Commission enters its disposition for the development plan, the developer shall not enter into any agreement that would encumber or otherwise have any impact on the proposed right-of-way dedications for the planned project without the prior written consent of the Land Development Division.

18. The developer must submit a plan for approval and permitting by the Land Development Division prior to beginning construction of the improvements in the public right of way, and construct ADA compliant ramps at all required locations where new private drives are being added, or where existing sidewalks are modified or repaired.

19. The developer must enter into a covenant agreement for the maintenance of any stormwater detention area tracts as required by the Land Development Division, prior to recording the plat.

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21. The developer must secure permits to extend public sanitary and storm water conveyance systems to serve all proposed lots within the development and determine adequacy of receiving systems as required by the Land Development Division, prior to recording the plat or issuance of a building permit whichever occurs first.

22. The developer must grant any BMP and/or Surface Drainage Easements to the City as required by the Land Development Division, prior to recording the plat or issuance of any building permits.

Condition(s) by Fire Department. Contact Michael Schroeder at (816) 513-4604 / michael.schroeder@kcmo.org with questions.

23. The project shall meet the fire flow requirements as set forth in Appendix B of the International Fire Code 2018. (IFC-2018 § 507.1)

24. Buildings equipped with a fire standpipe system shall have an operable fire hydrant within 100 feet of the Fire Department Connection (FDC). (IFC2018 § 507.5.1.1)

25. Fire hydrant distribution shall follow IFC-2018 Table C102.1

    Fire hydrants shall be installed and operable prior to the arrival of any combustible building materials onto the site. (IFC-2018 § 501.4 and 3312.1; NFPA -2013 § 8.7.2)

26. • Required fire department access roads shall be an all weather surface. (IFC-2012: § 503.2.3)
    • Fire Department access roads shall be provided prior to construction/demolition projects begin. (IFC-2018 § 501.4 and 3310.1; NFPA 241-2013 § 7.5.5)

    • Required fire department access roads shall designed to support a fire apparatus with a gross axle weight of 85,000 pounds. (IFC-2018: § 503.2.3)

27. • Dead end fire department access road(s) in excess of 150 feet shall be provided with an approved turn around feature (i.e., cul-de-sac, hammerhead). Dead-end streets in excess of 150 feet in length resulting from a "phased" project shall provide an approved temporary turn around feature (i.e., cul-de-sac, hammerhead). (IFC-2018: § 503.2.5)

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31. The developer shall submit a streetscape plan with street tree planting plan per 88-425-03 for approval by the Parks & Recreation Department's Forestry Division prior to beginning work in the public right-of-way along E. 93rd St and Bannister.

32. A parks permit shall be obtained for any work/trail connection in Schumacher Park.

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South of River contact – Sean Allen - 816-513-0318
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(https://www.kcwater.us/wp-content/uploads/2019/04/2018-Rules-and-Regulations-for-Water-Main-Extensions.pdf) label the existing water main sizes.

CITY PLAN COMISSION REPORT

City of Kansas City, Missouri
City Panning & Development Department
www.kcmo.gov/cpc

Project Name
Trails at Bannister

Docket #	Request
12	CD-CPC-2022-00098 Rezoning to UR (w/ preliminary plat)

Applicant
Patricia Jensen
Rouse Frets White Goss Gentile Rhodes, P.C

Owner
Colin Patterson
Pedcor Investments, LLC

Location	6200 E. Bannister Road
Area	About 24 acres
Zoning	UR
Council District	5th
County	Jackson
School District	Hickman Mills 140

Surrounding Land Uses
North: zoned UR, commercial
South: zoned R-7.5, residential
East: zoned R-5, residential
West: zoned UR, undeveloped

Land Use Plan
The Hickman Mills Area Plan recommends office/residential for the land use.

Major Street Plan
E. Bannister Road is listed on the City's Major Street Plan as a four-lane thoroughfare.

APPROVAL PROCESS

Staff Review → City Plan Commission → City Council

NEIGHBORHOOD AND CIVIC ORGANIZATIONS NOTIFIED

No active registered neighborhood and civic organizations were found at this location. Notice of the public hearing was sent to surrounding properties within 300 feet.

REQUIRED PUBLIC ENGAGEMENT

Public engagement as required by 88-505-12 applies to this request. The applicant hosted a public meeting on July 7, 2022. A summary of the meeting is attached to this report.

EXISTING CONDITIONS

The subject property is currently undeveloped with rolling hills, a pond, trees and a vacant home.

NEARBY DEVELOPMENTS

The subject property is on a 24-acre site and consists of five (5) undeveloped parcels located between E. 93rd Street and Bannister Road, directly south of the Oracle Campus (formerly Cerner) in the southeastern quadrant of Kansas City in the 5th Council District.

SUMMARY OF REQUEST

CD-CPC-2022-00098 - A request to approve a UR Development Plan and Preliminary Plat for 342 residential units.

KEY POINTS

- Construct 342 residential units
- Rezoning from UR (Urban Redevelopment) to UR (Urban Redevelopment)

PROFESSIONAL STAFF RECOMMENDATION

Docket #	Recommendation
12	Approval with Conditions

CONTROLLING CASE & RELATED RELEVANT CASES

The City Plan Commission meeting in regular session on November 6, 2007 recommended **Case No. 6720-URD-14** to rezone to URD and the approval of a development plan for a commercial development.

PLAN REVIEW

The proposed residential project is on a 24-acre site and consists of five (5) undeveloped parcels located between E. 93rd Street and Bannister Road, directly south of the Oracle Campus (formerly Cerner) in the southeastern quadrant of Kansas City in the 5th Council District. The existing conditions are rural in nature as the site has never been developed with plenty of trees scattered throughout and the current slope runs from E. 93rd southward towards Bannister. A City park (Schumacher Park) is located just outside the project area on the north end of the site abutting E. 93rd Street. The park is located along the historic Santa Fe Trail and has a walking path and shelter.

The proposed plan will combine all five parcels into one large lot and construct nineteen (19) buildings which includes the clubhouse. The applicant will develop a total of 342 units and each residential building will be three stories in height with each totaling eighteen (18) residential units. The total density for the project is 14.2 units per acre. Each unit will have their own balcony or patio. The buildings will be constructed of high quality materials with brick on the first and second floor and fiber cement lap siding.

The development proposes two (2) points of ingress and egress with one from Bannister Road on the south and the other on E. 93rd Street located on the northeastern edge of the site. All proposed internal roads are private. The developer is proposing adequate internal pedestrian connectivity with the proposed trail. Staff has asked the applicant to comply with 88-450 and to provide pedestrian crossings to control vehicles from speeding through the development. Staff has asked specifically for raised pedestrian crossings at building #7 and between buildings #19 and #8. Staff believes that raised pedestrian crossings at these locations will create and encourage safer vehicular and pedestrian circulation.

A landscape plan has been submitted by the applicant and the plan is compliant with Code. The Code does require the applicant to "identify trees to be removed and trees to be preserved during the development of the subject property with the goal of saving trees that are not required to be removed for the development of the property" in which it appears that no trees will be saved for this development. City staff asked the developer to provide more trees throughout the large site and they are providing a total of 230 trees.

The overall design concept and density that the applicant has proposed is permitted within the Urban Redevelopment (UR) zoning district. The architectural scale and character fits the surrounding area (especially the large apartments to the east as well as the scale of the Oracle Campus (formerly Cerner). As discussed earlier staff would like to see improvements to pedestrian safety as well as additional screening around the existing Schumacher Park and additional shade trees to naturally cool the proposed apartment buildings.

Use-Specific (88-300) and Development Standards (88-400)

Standards	*Applicability*	*Meets*	*More Information*
Boulevard and Parkway Standards (88-323)	No	N/A	
Parkland Dedication (88-408)	Yes	Yes, subject to conditions	
Parking and Loading Standards (88-420)	Yes	Yes	
Landscape and Screening Standards (88-425)	Yes	Yes, subject to conditions	
Outdoor Lighting Standards (88-430)	Yes	Yes, subject to conditions	
Sign Standards (88-445)	Yes	Yes, subject to conditions	
Pedestrian Standards (88-450)	Yes	Yes, subject to conditions	Staff is asking for traffic calming measures to be revised which will enhance pedestrian safety pursuant to 88-450.

PLAN ANALYSIS

Rezoning Analysis

In reviewing and making decisions on proposed zoning map amendments, the city planning and development director, city plan commission, and city council must consider at least the following factors:

88-515-08-A. Conformance with adopted plans and planning policies;

The Hickman Mills Area Plan recommends office and residential for the parcels that are to be developed. The proposed project is in conformance with the adopted area plan.

88-515-08-B. Zoning and use of nearby property;

The existing zoning districts that are adjacent to this property are UR (Urban Redevelopment) on the west and north, to the south the zoning is R-7.5 and to the east on the other side of the railroad track is R-5.

88-515-08-C. Physical character of the area in which the subject property is located;

The property is currently undeveloped with a moderate number of existing trees throughout the property. The parcels currently create a rural feeling within the immediate area. The water and sewer for this development will be private.

88-515-08-D. Whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment;

Public infrastructure and services are within proximity to serve the proposed development. The applicant will meet all City standards related to extending any infrastructure to the proposed site.

88-515-08-E. Suitability of the subject property for the uses to which it has been restricted under the existing

zoning regulations;
The existing zoning is UR but does not permit the proposed development. Without rezoning, the desired use for this property is not possible.

88-515-08-F. Length of time the subject property has remained vacant as zoned;
The property has always been primarily undeveloped with a single home located on the parcel to the west.

88-515-08-G. The extent to which approving the rezoning will detrimentally affect nearby properties;
The proposed rezoning would not detrimentally affect nearby properties; however, the proposed change in the zoning district would allow for the proposed apartments.

88-515-08-H. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.
Denial of the rezoning would inhibit the use of the existing property.

PLAN REVIEW CRITERIA

88-516-05-A. The plan must comply with all standards of this Zoning and Development Code and all other applicable City ordinances and policies, (Note: this provision is not intended to prohibit an applicant from seeking a variance or other form of relief authorized under this Zoning and Development Code or other applicable ordinances, when authorized.)
The plan, as proposed, complies to the approved Hickman Mills Area Plan. The applicant is not seeking any waivers or deviations.

88-516-05-B. The proposed use must be allowed in the district in which it is located.
The current approved plan does not permit the proposed project. Rezoning from UR to UR is required to allow for the proposed development.

88-516-05-C. Vehicular ingress and egress to and from the site, and circulation within the site must provide for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways.
Staff has worked with the applicant to improve pedestrian safety with the proposed street layout. Staff is primarily concerned with vehicular speed and distracted driving along the "J" shape coming from the north on E. 93rd Street and running to the southwest. The applicant has redesigned the entrance from E. 93rd Street to deter speeding vehicles which staff appreciates. Staff is still requesting that the plans are revised to add greater attention by providing two raised pedestrian crossings to enhance pedestrian safety and circulation.

Public Works has two outstanding questions related to the traffic safety along Bannister Road. The applicant shall coordinate with the City's traffic engineer to resolve these corrections prior to ordinance request.

88-516-05-D. The plan must provide for safe, efficient, and convenient non-motorized travel opportunities, being pedestrian and bicycle movement, on the subject site.
As mentioned staff is seeking greater pedestrian safety by complying with 88-450. The proposed development of 342 units means there will be a variety of residents including children. Staff has requested that plans are revised to improve pedestrian safety within the proposed development. The applicant is also providing a 10'

shared use path (which needs to be corrected on the plans from "sidewalk" to "shared use path") as Bannister is on the Bike Plan passed in 2022 (Ordinance No. 211030).

88-516-05-E. The plan must provide for adequate utilities based on City standards for the particular development proposed.
The applicant is proposing adequate utilities to serve the proposed development. The utilities will be privately owned and maintained by the property owner.

88-516-05-F. The location, orientation, and architectural features, including design and material, of buildings and other structures on the site must be designed to be compatible with adjacent properties.
The applicant is proposing high quality materials consisting of brick, fiber cement lap siding and each unit will have either a balcony or patio.

88-516-05-G. Landscaping, berms, fences and/or walls must be provided to buffer the site from undesirable views, noises, lighting or other off-site negative influences and to buffer adjacent properties from negative influences that may be created by the plan.
The proposed location of the development and number of units will not create undesirable views, noises or off-site negative influences on adjacent properties. The applicant did provide a photometric plan but will need to provide a revised plan when submitting for a building permit to show spillover light.

88-516-05-H. The design of streets, drives, and parking areas within the project should result in a minimum of area devoted to asphalt or other impervious surfaces consistent with the needs of the project and City Code requirements.
KC Water did not review the proposed stormwater detention plan related to the amount of proposed impervious surface for this development. The applicant shall coordinate with KC Water prior to ordinance request for final approval of the proposed stormwater detention plan.

88-516-05-I. The plan must identify trees to be removed and trees to be preserved during the development of the subject property with the goal of saving trees that are not required to be removed for the development of the property.
The applicant provided a plan sheet as required by Code which shows all existing trees will be removed.

PROFESSIONAL STAFF RECOMMENDATION

CD-CPC-2022-00098: Staff recommends **APPROVAL WITH CONDITIONS** as stated in the Conditions Report.

Respectfully submitted,

Andrew Clarke

Staff Planner

Plan Conditions

Report Date: July 14, 2022

Case Number: CD-CPC-2022-00098

Project: Trails at Bannister

Condition(s) by City Planning and Development Department. Contact Andrew Clarke at (816) 513-8821 / Andrew.Clarke@kcmo.org with questions.

1. That the developer shall submit an affidavit, prepared by an engineer licensed in the State of Missouri, verifying that all outdoor lighting has been installed in accordance with approved plans and that lighting levels do not exceed that shown on the approved lighting plan at the property lines prior to Certificate of Occupancy. Photometric plan must show spillover light.
2. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that all landscaping required of the approved plan has been installed in accordance with the plan and is healthy prior to Certificate of Occupancy.
3. That all signage shall conform to 88-445 and shall require a sign permit prior to installation.
4. The developer shall secure approval of a UR final plan from Development Management Division staff prior to building permit.
5. All ground and roof mounted utility cabinets shall be screened from public view pursuant to 88-425-08-B
6. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that street trees have been installed in accordance with the approved street tree planting plan and are healthy prior to Certificate of Occupancy.
7. Revise plans to show raised pedestrian crossing at building #7 and between buildings #19 and #8 (88-450-03-C) prior to ordinance request.
8. The developer shall coordinate with Public Works to resolve all traffic safety related corrections along Bannister Road prior to ordinance request.
9. The developer shall coordinate with KC Water to resolve the stormwater review correction prior to ordinance request.
10. The developer shall revise and resubmit their plans to resolve the corrections from the Public Works Mobility Division related to the bike path along Bannister Road prior to ordinance request.

Condition(s) by City Planning and Development Department. Contact Lucas Kaspar at (816) 513-2558 / Lucas.Kaspar@kcmo.org with questions.

11. The developer must dedicate additional right of way for Bannister Rd as required by the adopted Major Street Plan so as to provide a minimum of 50 feet of right of way as measured from the centerline, along those areas being platted, or seek approval recommendations from the Transportation and Development Committee for any variances requested to the Major Street Plan prior to City Plan Commission approval.
12. The developer must submit a Macro storm drainage study with the first Plat or Phase, from a Missouri-licensed civil engineer to the Land Development Division showing compliance with current adopted standards in effect at the time of submission, including Water Quality BMP's, to the Land Development Division for review and acceptance for the entire development area, and submit Micro storm drainage study with each subsequent Plat or Phase showing compliance with the approved Macro and adopted standards. The developer shall secure permits to construct any improvements as necessary to mitigate impacts from rate, volume, and quality of runoff from each proposed phase, prior to recording the plat or prior to issuance of a Building Permit, whichever occurs first as required by the Land Development Division.
13. The developer shall cause the area to be platted and processed in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, as amended, commonly known as the Development Regulations.
14. The developer must subordinate to the City all private interest in the area of any right-of-way dedication, in accordance with Chapter 88 and as required by the Land Development Division, prior to issuance of any construction permits within said right-of-way, and that the owner/developer shall be responsible for all costs associated with subordination activities now and in the future.

Condition(s) by City Planning and Development Department. Contact Lucas Kaspar at (816) 513-2558 / Lucas.Kaspar@kcmo.org with questions.

15. The developer must integrate into the existing street light system any relocated existing street lights within the street right-of-way impacted by the new drive or approach entrances as required by the Land Development Division, and the relocated lights must comply with all adopted lighting standards.

16. The developer must pay impact fees as required by Chapter 39 of the City's Code of ordinances as required by the Land Development Division.

17. That the South half of E. 93rd Street shall be improved as required by Chapter 88, to current standards, including curb and gutter, relocating any utilities as may be necessary and obtaining required permit from Land Development Division for said improvement prior to recording the plat or prior to issuance of a Building Permit, whichever occurs first.

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TRAILS AT BANNISTER APARTMENT HOMES
UR DEVELOPMENT PLAN AND PRELIMINARY PLAT
LOCATED IN
SECTION 25, TOWNSHIP 48N, RANGE 33W
KANSAS CITY, JACKSON COUNTY, MISSOURI

LEGAL DESCRIPTION

TRACT 1: INTENTIONALLY OMITTED

TRACT 2:
THE SOUTH ONE HALF OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25 TOWNSHIP 48 RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER QUARTER SECTION AND RUNNING THENCE EAST 661.41 FEET; THENCE SOUTH 1320.97 FEET; THENCE WEST 661.14 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH 1321.22 FEET TO THE POINT OF BEGINNING, BEING LOT 3 IN SECHREST ESTATE, COMMISSIONER'S PLAT, EXCEPT THAT PART IN ROADS,
LESS AND EXCEPT:
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48, RANGE 33, INCLUDING A PART OF LOT 3, SECHREST ESTATE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST QUARTER (SHOULD
BE CORNER) OF SAID QUARTER QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 330 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION 335 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 330 FEET TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG SAID WEST LINE 335 FEET TO THE POINT OF BEGINNING,
EXCEPT THAT PART IN BANNISTER ROAD.

TRACT 3:
ALL THAT PART OF LOT 4, LYING WESTERLY OF THE RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, OF THE SUBDIVISION OF SECHREST ESTATE, ACCORDING TO THE RECORDED PLAT THEREOF MADE A PART OF THE COMMISSIONER'S REPORT IN CAUSE NO. 24821, MARY AMANDA TALLEY, ET AL., V. WILLIAM ZIMMERMAN, IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, AT INDEPENDENCE, OF RECORD IN THE RECORDER'S OFFICE AT
KANSAS CITY IN BOOK B-1405 AT PAGE 171 AS DOCUMENT NO. 846683, SITUATE IN KANSAS CITY, JACKSON COUNTY, MISSOURI.
LESS AND EXCEPT:
THE NORTH 70 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING 786 FEET NORTH AND 209.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST 209.09 FEET; THENCE NORTH 534.81 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE WEST 209.09 FEET; THENCE SOUTH 534.89 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND CONVEYED TO THE CITY OF KANSAS CITY, MISSOURI FOR PARK PURPOSES BY DEED RECORDED AS DOCUMENT NO. K-1060221 IN BOOK K-2338 AT PAGE 1784.
ALSO LESS AND EXCEPT:
THE SOUTH 200 FEET OF THE NORTH 270 FEET OF THE FOLLOWING DESCRIBED BEGINNING 786 FEET NORTH AND 239.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST 179.09 FEET; THENCE NORTH 534.81 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE WEST 179.09 FEET;
THENCE SOUTH 534.89 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND CONVEYED TO THE CITY OF KANSAS CITY, MISSOURI FOR PARK PURPOSES BY DEED RECORDED AS DOCUMENT NO. K-1112959 IN BOOK K-2484 AT PAGE 1118.
ALSO LESS AND EXCEPT:
THE NORTH 70 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING 786 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST 209.09 FEET; THENCE NORTH 534.81 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE WEST 209.09 FEET; THENCE SOUTH 534.89 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND CONVEYED TO THE CITY OF KANSAS CITY, MISSOURI FOR PARK PURPOSES BY DEED RECORDED AS DOCUMENT NO. K-1112960 IN BOOK K-2484 AT PAGE 1122.
ALSO LESS AND EXCEPT:
THE NORTH THREE HUNDRED SEVENTY-FIVE (375) FEET OF THAT PART OF LOT FOUR, LYING WESTERLY OF THE RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, OF THE SUBDIVISION OF SECHREST ESTATE, ACCORDING TO THE RECORDED PLAT THEREOF, MADE A PART OF COMMISSIONER'S REPORT
IN CAUSE NO. 24821, MARY AMANDA TALLEY, ET. AL., V. WILLIAM ZIMMERMAN, IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, AT INDEPENDENCE, OF RECORD IN THE RECORDER'S OFFICE AT KANSAS CITY IN BOOK B-1405 AT PAGE 171 AS DOCUMENT NO. 846683, SITUATED IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT SEVEN HUNDRED EIGHTY-SIX (786) FEET NORTH OF THE SOUTHWEST CORNER OF SAID (LOT) FOUR (4); THENCE EAST FOUR HUNDRED EIGHTEEN AND EIGHTEEN HUNDREDTHS (418.18) FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST ONE HUNDRED SIXTY-NINE AND FIFTEEN HUNDREDTHS (169.15) FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FIVE HUNDRED THIRTY-SEVEN AND THIRTEEN HUNDREDTHS (537.13) FEET MORE OR LESS TO THE NORTH LINE OF SAID LOT FOUR (4); THENCE WEST ALONG SAID NORTH LINE OF SAID LOT FOUR (4) TWO HUNDRED AND TWENTY (220) FEET MORE OR LESS TO THE NORTHEAST CORNER OF SCHUMACHER PARK; THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SCHUMACHER PARK AND ITS PROLONGATION FIVE HUNDRED THIRTY-FOUR AND
EIGHT-ONE HUNDREDTHS (534.81) FEET MORE OR LESS TO THE POINT OF BEGINNING.

TRACT 4:
A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION 75 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 165 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION 75 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ALONG SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING,
EXCEPT THAT PART IN BANNISTER ROAD.

TRACT 5:
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48, RANGE 33, INCLUDING A PART OF LOT 3, SUBDIVISION OF SECHREST ESTATE, A SUBDIVISION, ALL IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 330 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION 335 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 330 FEET TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG SAID WEST LINE 335 FEET
TO THE POINT OF BEGINNING, EXCEPT THAT PART IN BANNISTER ROAD.

TRACT 6:
THE NORTH THREE HUNDRED SEVENTY-FIVE (375) FEET OF THAT PART OF LOT FOUR (4), LYING WESTERLY OF THE RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, OF THE SUBDIVISION OF SECHREST ESTATE, ACCORDING TO THE RECORDED PLAT THEREOF, MADE A PART OF THE COMMISSIONER'S REPORT IN CAUSE NO. 24821, MARY AMANDA TALLEY, ET. AL., V. WILLIAM ZIMMERMAN, IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, AT INDEPENDENCE, OF RECORD IN THE RECORDER'S OFFICE AT KANSAS CITY IN BOOK B-1405 AT PAGE 171 AS DOCUMENT NO. 846683, SITUATED IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT SEVEN HUNDRED EIGHTY SIX (786) FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT FOUR (4); THENCE EAST FOUR HUNDRED EIGHTEEN AND EIGHTEEN HUNDREDTHS (418.18) FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST ONE HUNDRED SIXTY-NINE AND FIFTEEN HUNDREDTHS (169.15) FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FIVE HUNDRED THIRTY-SEVEN AND THIRTEEN HUNDREDTHS (537.15) FEET MORE OR LESS TO THE NORTH LINE OF SAID LOT FOUR (4); THENCE WEST ALONG SAID NORTH LINE OF SAID LOT FOUR (4) TWO HUNDRED TWENTY (220) FEET MORE OR LESS TO THE NORTHEAST CORNER OF SCHUMACHER PARK; THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SCHUMACHER PARK AND ITS PROLONGATION FIVE HUNDRED THIRTY-FOUR AND EIGHTY-ONE HUNDREDTHS (534.81) FEET MORE OR LESS TO THE POINT OF BEGINNING.

FLOODPLAIN:

THIS SITE DOES NOT LIE WITHIN A FEMA REGULATED FLOODPLAIN

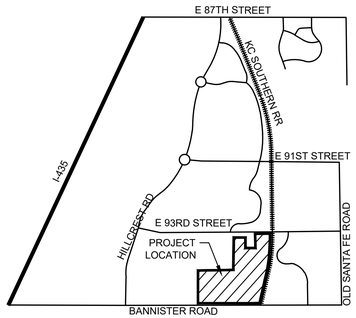
PROJECT BENCHMARK

BM1: NORTHWEST CORNER OF STORM INLET LOCATED EAST OF THE SOUTHEAST CORNER OF THE PROPERTY.
EL: 959.25
BM2: SOUTHEAST CORNER OF STORM INLET LOCATED NEAR THE NORTHEAST CORNER OF THE PROPERTY.
EL: 1003.89

811 Know what's below. Call before you dig.

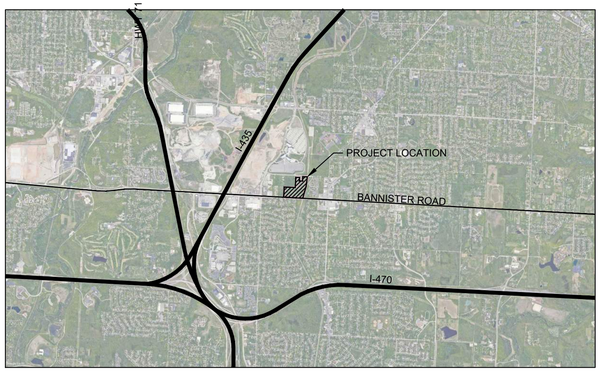
UTILITY NOTE:

"THE UNDERGROUND UTILITIES HAVE BEEN SHOWN PER GIS, SURVEY, AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN EXACT LOCATION INDICATED."



VICINITY MAP
NOT TO SCALE

KANSAS CITY, JACKSON COUNTY, MISSOURI



LOCATION MAP
NOT TO SCALE

KANSAS CITY, JACKSON COUNTY, MISSOURI

Sheet List Table

Sheet Number	Sheet Title
C001	COVER SHEET
C200	SITE PLAN
C201	PRELIMINARY PLAT
C300	GRADING PLAN
C400	UTILITY PLAN
C500	SITE SECTION
L001	TREE REMOVAL PLAN
L100	LANDSCAPE PLAN
A100	ARCHITECTURAL ELEVATIONS
A101	ARCHITECTURAL ELEVATIONS
A102	ARCHITECTURAL ELEVATIONS
E100	PHOTOMETRIC PLAN
E101	PHOTOMETRIC PLAN

UTILITY CONTACTS

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Attn: Jeffrey Bryan
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(FAX): 816-513-9876
jeffrey.bryan@kcmo.org

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(FAX): 816-513-7602
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Permitting & Development Division
KC Water, City Hall, 5th Floor (east)
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Kansas City, MO 64106
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travis.kiefer@kcmo.org

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Kansas City, MO 64129
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(FAX): 816-921-9110
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Vicinity Energy – North America
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115 Grand Boulevard
Kansas City, MO 64106
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(FAX): 267-515-5900
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Public Works-Streetlight Services
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(FAX): 816-513-9876
Mahmoud.Hadjian@kcmo.org
Sara.Hurst@kcmo.org

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Brent Gerling, 8325 N. Platte Purchase Dr.
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Brent.Gerling@evergy.com

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1025 Eldorado Blvd.
Broomfield, CO 80021
relocations@centurylink.com

Charter/Spectrum
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8221 W. 119th Street
Overland Park, KS 66213
Ph: 913-643-1901
steven.baxter@charter.com

AT&T
Attn: Angie Brammer
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Room C1NE6
Kansas City, MO 64130
Ph: 816-772-0197
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T-Mobile
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Lee's Summit, MO 64086
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jason.cantrell@t-mobile.com

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ADDRESS:	ONE PEDCORE SQUARE 770 3RD AVENUE, SW CARMEL, INDIANA 46032	
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EMAIL:	COPATTERSON@PEDCOR.NET	
CIVIL ENGINEER:		SURVEYOR:
MCCLURE		MCCLURE
CONTACT NAME:	PAUL OSBORNE	CONTACT NAME: STEVE WHITAKER
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EMAIL:	POSBORNE@MCCLUREVISION.COM	EMAIL: SWHITAKER@MCCLUREVISION.COM
LANDSCAPE ARCHITECT:		ARCHITECT:
MCCLURE		ROSEMANN AND ASSOCIATES
CONTACT NAME:	JIM SCHUESSLER	CONTACT NAME: MICHAEL GAILLARD
ADDRESS:	1700 SWIFT STREET, SUITE 100 NORTH KANSAS CITY, MO 64116	ADDRESS: 168 N. MERAMEC, AVE., SUITE 200 ST. LOUIS, MO 63105
PHONE:	816.756.0444	PHONE: 816.728.2453
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Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

REVISIONS

PROJECT INFO
210660-000

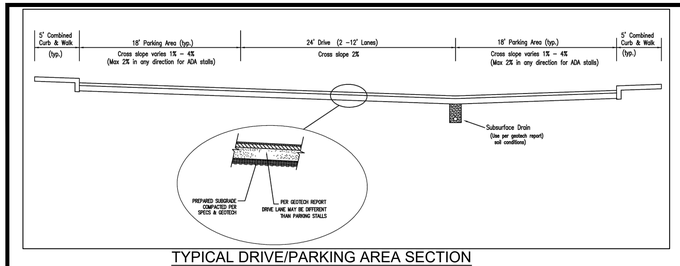
ENGINEER	DRAWN BY	CHECKED BY
PJO	ELM	PJO

TRAILS AT BANNISTER APARTMENT HOMES
6400 BANNISTER ROAD
KANSAS CITY, MO

UR PRELIMINARY DEVELOPMENT PLAN
COVER SHEET

P:\210600\06-DRAWINGS\CIVIL\UR PRELIMINARY\210600 COVR.DWG

DRAWING NO.
C001



TYPICAL DRIVE/PARKING AREA SECTION

NOT TO SCALE

KEY NOTES

1. EXISTING SIDEWALK TO REMAIN
2. PROPOSED CAR PORT
3. PROPOSED GARAGE, TYP
4. PROPOSED PLAYGROUND
5. PROPOSED GRILL PAVILION
6. PROPOSED MAIL KIOSK
7. PROPOSED BARK PARK
8. PROPOSED TOT LOT
9. PROPOSED TRASH ENCLOSURE, TYP
10. PROPOSED 8' WIDTH ASPHALT WALKING TRAIL
11. PROPOSED 8' WIDTH CONCRETE WALKING TRAIL
12. PROPOSED 5' SIDEWALK, TYP.
13. PROPOSED DETENTION BASIN
14. PROPOSED STORMWATER BMP LOCATION
15. PROPOSED RETAINING WALL W/ FENCE ALONG TOP
16. PROPOSED PRIVATE DRIVE ISLE (SEE DETAIL THIS SHEET)
17. PROPOSED 9'X18' PARKING STALL (TYP)
18. 4 SHORT-TERM BICYCLE PARKING (TYP PER BUILDING)
19. PROPOSED CURB AND GUTTER
20. PROPOSED LEFT-TURN LANE
21. PROPOSED DECORATIVE FENCE; 4' MIN. HEIGHT, ALUMINUM, COLOR TO BE BLACK
22. EXISTING 5' WIDTH ASPHALT WALKING PATH TO REMAIN
23. PAINTED CROSSWALK AT TRAIL CROSSING(S) (TYP)

LEGEND

- SIDEWALK/ LIGHT DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LIGHT DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- PHASE LINE

Building Data	Required	Proposed	Deviation Requested?	Approved
Rear Setback	0'	20'	No	
Front Setback	0'	20'	No	
Side Setback	0'	20'	No	
Side Setback (abutting street)	0'	N/A	No	
Height	None	N/A	No	

80 40 0 80

LOT/TRACT INFO:

LOT 1: 16.83 ACRES
TRACT A: 0.866 ACRES (OPEN SPACE)
TRACT B: 1.548 ACRES (OPEN SPACE)
TRACT E: 1.181 ACRES (DETENTION)

LOT 2: 7.49 ACRES
TRACT C: 1.328 ACRES (OPEN SPACE)
TRACT D: 0.193 ACRES (OPEN SPACE)

NOTE(S):

1. LONG-TERM BICYCLE PARKING TO BE PROVIDED WITHIN APARTMENT BUILDINGS

	PARKLAND DEDICATION (88-408)		
a	REQUIRED DEDICATION		
	Detached House Dwellings	(0 units)(3.7 People per unit)(0.006) = 0	
	Two-unit House Dwellings	(0 units)(3.0 People per unit)(0.006) = 0	
	Multi-unit Buildings	(342 Units)(2.0 People per unit)(0.006)=4.104 ac	
	Total Parkland Required:	4.104 Acres Required	
b	PROVIDED DEDICATION		
	Total proposed 8' width trail	310 lf	(310lf)(50ft) = 15,500 sf (0.360 ac)
	Tract A		37,706 sf (0.866 ac)
	Tract B		67,412 sf (1.548 ac)
	Tract C		57,842 sf (1.328 ac)
	Tract D		8,390sf (0.193 ac)
	Total Parkland Provided:		186,850 sf (4.295 acres)

PARKLAND DEDICATION TRACT INFO:

TRACT A: (OPEN SPACE) - CONTAINS BARK PARK, PLAYGROUND, TOT LOT
TRACT B: (OPEN SPACE) - CONTAINS CLUBHOUSE, POOL

TRACT C: (OPEN SPACE) - CONTAINS PLAYGROUND, TOT LOT, GRILL PAVILION
TRACT D: (OPEN SPACE) - CONTAINS BARK PARK

	Development Summary Table			
a	Zoning			
	Existing	UR		
	Proposed	UR		
b	Total Land Area			
	Existing	24.32	Acres	
c	Right-of-Way			
	Existing	0.00	Acres	
	Proposed	0.29	Acres	
d	Net Land Area			
	Existing	24.32	Acres	
	Proposed	24.04	Acres	
e	Proposed Uses			
	Trails at Bannister Apartment Homes	Multi-Family		
f	Structure Height & Number of Floors			
	Number of floors	3	stories	12A6B
	Height Above Grade		feet	
	Number of floors	3	stories	12B6C
	Height Above Grade		feet	
g	Gross Floor Area & Number of Units			
	Building Footprint	6,264	SF	12A6B
	Gross Area Per Building	5,035	SF	
	Units per Building	18	EA	
	Number of Buildings	8	EA	
	Total Gross Area	40,280	SF	
	Total Number of Units	144	Units	
	Building Footprint	8,202	SF	12B6C
	Gross Area Per Building	6,785	SF	
	Units per Building	18	EA	
	Number of Buildings	11	EA	
	Total Gross Area	74,635	SF	
	Total Number of Units	198	Units	
	Building Footprint	4,814	SF	CLUBHOUSE
	Gross Area Per Building	4,333	SF	
	Units per Building	-	EA	
	Number of Buildings	1	EA	
	Total Gross Area	4,333	SF	
	Total Number of Units	-	Units	
	Project Total	119,248	SF	
	Project Total	342	Units	
i	Density			
	Net Density (Units/Proposed Net Land Area)	14.2	Units per Acre	
	Floor Area Ratio (Gross Building Area/Proposed Net Land Area)	4961.4	SF per Acre	
j	Vehicle Parking			
	Ratio Required	No Off-Street Parking Required		
	Stalls Required	198		Lot/Phase 1
	Stalls Provided	472		
	Stalls Required	144		Lot/Phase 2
	Stalls Provided	212		
	Total Required	342	Stalls	
	Total Provided	684	Stalls	
	Bicycle Parking			
	Short-Term Stalls Required	57		
	Short-Term Stalls Provided	76		
	Long-Term Stalls Required	114		
	Long-Term Stalls Provided	146		

BUILDING UNIT LEGEND:

A = 1-BEDROOM
B = 2-BEDROOM
C = 3-BEDROOM

12A6B = (12) 1-BED UNITS, (6) 2-BED UNITS; 18 TOTAL UNITS PER BUILDING
12B6C = (12) 2-BED UNITS, (6) 3-BED UNITS; 18 TOTAL UNITS PER BUILDING

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North Liberty,IA | Sioux City,IA
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Lenexa, KS

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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

REVISIONS

PROJECT INFO
210660-000

ENGINEER	DRAWN BY	CHECKED BY
PJO	ELM	PJO

TRAILS AT BANNISTER APARTMENT HOMES
6400 BANNISTER ROAD
KANSAS CITY, MO

UR PRELIMINARY DEVELOPMENT PLAN
SITE PLAN

P:\210600\06-DRAWINGS\CIVIL\UR PRELIMINARY\210600 SITE.DWG

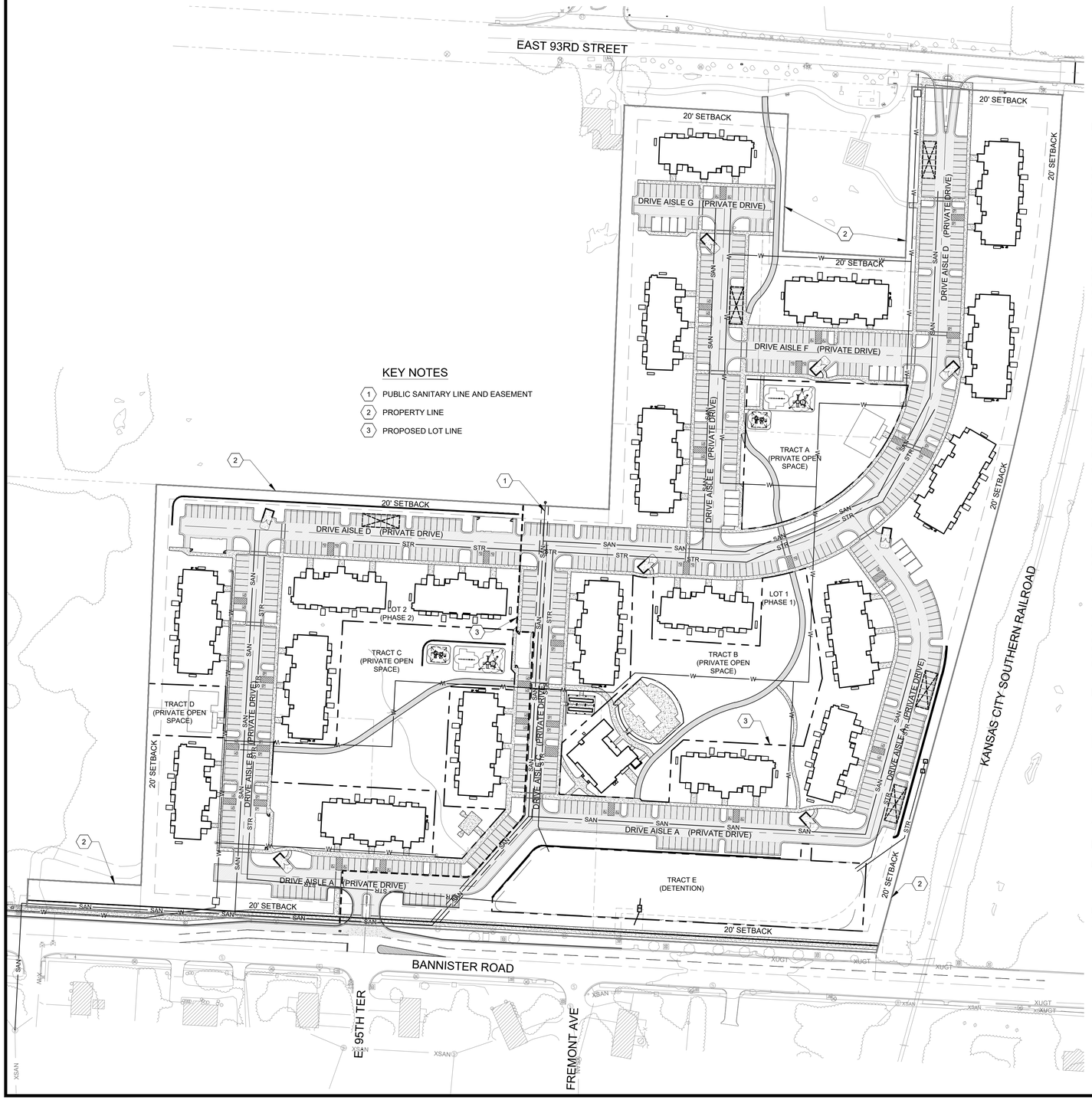
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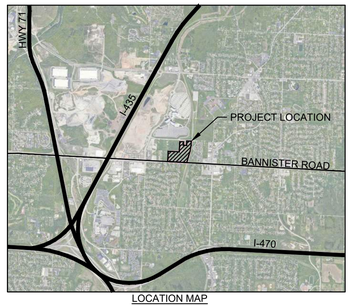
TRAILS AT BANNISTER APARTMENT HOMES

PRELIMINARY PLAT

LOCATED IN

SECTION 25, TOWNSHIP 48N, RANGE 33W
KANSAS CITY, JACKSON COUNTY, MISSOURI





LOCATION MAP
NOT TO SCALE

KANSAS CITY, JACKSON COUNTY, MISSOURI

LEGAL DESCRIPTION

TRACT 1: INTENTIONALLY OMITTED

TRACT 2:
THE SOUTH ONE HALF OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25 TOWNSHIP 48 RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI AND DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID QUARTER QUARTER SECTION AND RUNNING THENCE EAST 661.41 FEET; THENCE SOUTH 1320.97 FEET; THENCE WEST 661.14 FEET TO THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH 1321.22 FEET TO THE POINT OF BEGINNING, BEING LOT 3 IN SECHREST ESTATE, COMMISSIONER'S PLAT, EXCEPT THAT PART IN ROADS, LESS AND EXCEPT:
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48, RANGE 33, INCLUDING A PART OF LOT 3, SECHREST ESTATE, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST QUARTER (SHOULD
BE CORNER) OF SAID QUARTER QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 330 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION 335 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION 330 FEET TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG SAID WEST LINE 335 FEET TO THE POINT OF BEGINNING,
EXCEPT THAT PART IN BANNISTER ROAD.

TRACT 3:
ALL THAT PART OF LOT 4, LYING WESTERLY OF THE RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, OF THE SUBDIVISION OF SECHREST ESTATE, ACCORDING TO THE RECORDED PLAT THEREOF MADE A PART OF THE COMMISSIONER'S REPORT IN CAUSE NO. 24821, MARY AMANDA TALLEY, ET AL., V. WILLIAM ZIMMERMAN, IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, AT INDEPENDENCE, OF RECORD IN THE RECORDER'S OFFICE AT
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ALSO LESS AND EXCEPT:
THE SOUTH 200 FEET OF THE NORTH 270 FEET OF THE FOLLOWING DESCRIBED BEGINNING 786 FEET NORTH AND 239.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST 179.09 FEET; THENCE NORTH 534.81 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE WEST 179.09 FEET;
THENCE SOUTH 534.89 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND CONVEYED TO THE CITY OF KANSAS CITY, MISSOURI FOR PARK PURPOSES BY DEED RECORDED AS DOCUMENT NO. K-1112959 IN BOOK K-2484 AT PAGE 1118.
ALSO LESS AND EXCEPT:
THE NORTH 70 FEET OF THE FOLLOWING DESCRIBED LAND: BEGINNING 786 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 4; THENCE EAST 209.09 FEET; THENCE NORTH 534.81 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE WEST 209.09 FEET; THENCE SOUTH 534.89 FEET TO THE POINT OF BEGINNING, BEING THE SAME LAND CONVEYED TO THE CITY OF KANSAS CITY, MISSOURI FOR PARK PURPOSES BY DEED RECORDED AS DOCUMENT NO. K-1112960 IN BOOK K-2484 AT PAGE 1122.
ALSO LESS AND EXCEPT:
THE NORTH THREE HUNDRED SEVENTY-FIVE (375) FEET OF THAT PART OF LOT FOUR, LYING WESTERLY OF THE RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, OF THE SUBDIVISION OF SECHREST ESTATE, ACCORDING TO THE RECORDED PLAT THEREOF, MADE A PART OF COMMISSIONER'S REPORT
IN CAUSE NO. 24821, MARY AMANDA TALLEY, ET. AL., V. WILLIAM ZIMMERMAN, IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, AT INDEPENDENCE, OF RECORD IN THE RECORDER'S OFFICE AT KANSAS CITY IN BOOK B-1405 AT PAGE 171 AS DOCUMENT NO. 846683, SITUATED IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT SEVEN HUNDRED EIGHTY-SIX (786) FEET NORTH OF THE SOUTHWEST CORNER OF SAID (LOT) FOUR (4); THENCE EAST FOUR HUNDRED EIGHTEEN AND EIGHTEEN HUNDREDTHS (418.18) FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST ONE HUNDRED SIXTY-NINE AND FIFTEEN HUNDREDTHS (169.15) FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FIVE HUNDRED THIRTY-SEVEN AND THIRTEEN HUNDREDTHS (537.13) FEET MORE OR LESS TO THE NORTH LINE OF SAID LOT FOUR (4); THENCE WEST ALONG SAID NORTH LINE OF SAID LOT FOUR (4) TWO HUNDRED AND TWENTY (220) FEET MORE OR LESS TO THE NORTHEAST CORNER OF SCHUMACHER PARK; THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SCHUMACHER PARK AND ITS PROLONGATION FIVE HUNDRED THIRTY-FOUR AND
EIGHT-ONE HUNDREDTHS (534.81) FEET MORE OR LESS TO THE POINT OF BEGINNING.

TRACT 4:
A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48, RANGE 33, IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION; THENCE NORTH ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION 75 FEET; THENCE WEST, PARALLEL TO THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 165 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID QUARTER QUARTER SECTION 75 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ALONG SAID SOUTH LINE, 165 FEET TO THE POINT OF BEGINNING,
EXCEPT THAT PART IN BANNISTER ROAD.

TRACT 5:
PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 48, RANGE 33, INCLUDING A PART OF LOT 3, SUBDIVISION OF SECHREST ESTATE, A SUBDIVISION, ALL IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE EAST ALONG THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 330 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER QUARTER SECTION 335 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 330 FEET TO THE WEST LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG SAID WEST LINE 335 FEET
TO THE POINT OF BEGINNING, EXCEPT THAT PART IN BANNISTER ROAD.

TRACT 6:
THE NORTH THREE HUNDRED SEVENTY-FIVE (375) FEET OF THAT PART OF LOT FOUR (4), LYING WESTERLY OF THE RIGHT OF WAY OF THE KANSAS CITY SOUTHERN RAILROAD, OF THE SUBDIVISION OF SECHREST ESTATE, ACCORDING TO THE RECORDED PLAT THEREOF, MADE A PART OF THE COMMISSIONER'S REPORT IN CAUSE NO. 24821, MARY AMANDA TALLEY, ET. AL., V. WILLIAM ZIMMERMAN, IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI, AT INDEPENDENCE, OF RECORD IN THE RECORDER'S OFFICE AT KANSAS CITY IN BOOK B-1405 AT PAGE 171 AS DOCUMENT NO. 846683, SITUATED IN KANSAS CITY, JACKSON COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT SEVEN HUNDRED EIGHTY SIX (786) FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT FOUR (4); THENCE EAST FOUR HUNDRED EIGHTEEN AND EIGHTEEN HUNDREDTHS (418.18) FEET TO THE TRUE POINT OF BEGINNING; THENCE EAST ONE HUNDRED SIXTY-NINE AND FIFTEEN HUNDREDTHS (169.15) FEET MORE OR LESS TO THE WEST RIGHT OF WAY LINE OF THE KANSAS CITY SOUTHERN RAILROAD; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE FIVE HUNDRED THIRTY-SEVEN AND THIRTEEN HUNDREDTHS (537.15) FEET MORE OR LESS TO THE NORTH LINE OF SAID LOT FOUR (4); THENCE WEST ALONG SAID NORTH LINE OF SAID LOT FOUR (4) TWO HUNDRED TWENTY (220) FEET MORE OR LESS TO THE NORTHEAST CORNER OF SCHUMACHER PARK; THENCE SOUTHERLY ALONG THE EAST BOUNDARY LINE OF SCHUMACHER PARK AND ITS PROLONGATION FIVE HUNDRED THIRTY-FOUR AND EIGHTY-ONE HUNDREDTHS (534.81) FEET MORE OR LESS TO THE POINT OF BEGINNING.

LEGEND

- SIDEWALK/ LIGHT DUTY CONCRETE PAVEMENT
- HEAVY DUTY CONCRETE PAVEMENT
- LIGHT DUTY ASPHALT PAVEMENT
- HEAVY DUTY ASPHALT PAVEMENT
- PHASE LINE

LOT/TRACT INFO:

LOT 1: 16.83 ACRES
TRACT A: 0.866 ACRES (OPEN SPACE)
TRACT B: 1.548 ACRES (OPEN SPACE)
TRACT E: 1.181 ACRES (DETENTION)

LOT 2: 7.49 ACRES
TRACT C: 1.328 ACRES (OPEN SPACE)
TRACT D: 0.193 ACRES (OPEN SPACE)

Development Summary Table			
a	Zoning		
	Existing	UR	
	Proposed	UR	
b	Total Land Area		
	Existing	24.32	Acres
c	Right-of-Way		
	Existing	0.00	Acres
	Proposed	0.29	Acres
d	Net Land Area		
	Existing	24.32	Acres
	Proposed	24.04	Acres

NOTES:

ALL PROPOSED UTILITIES ARE PRIVATE
UNLESS OTHERWISE NOTED.

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DEVELOPER:
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CIVIL ENGINEER:
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ROSEMANN AND ASSOCIATES
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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

REVISIONS

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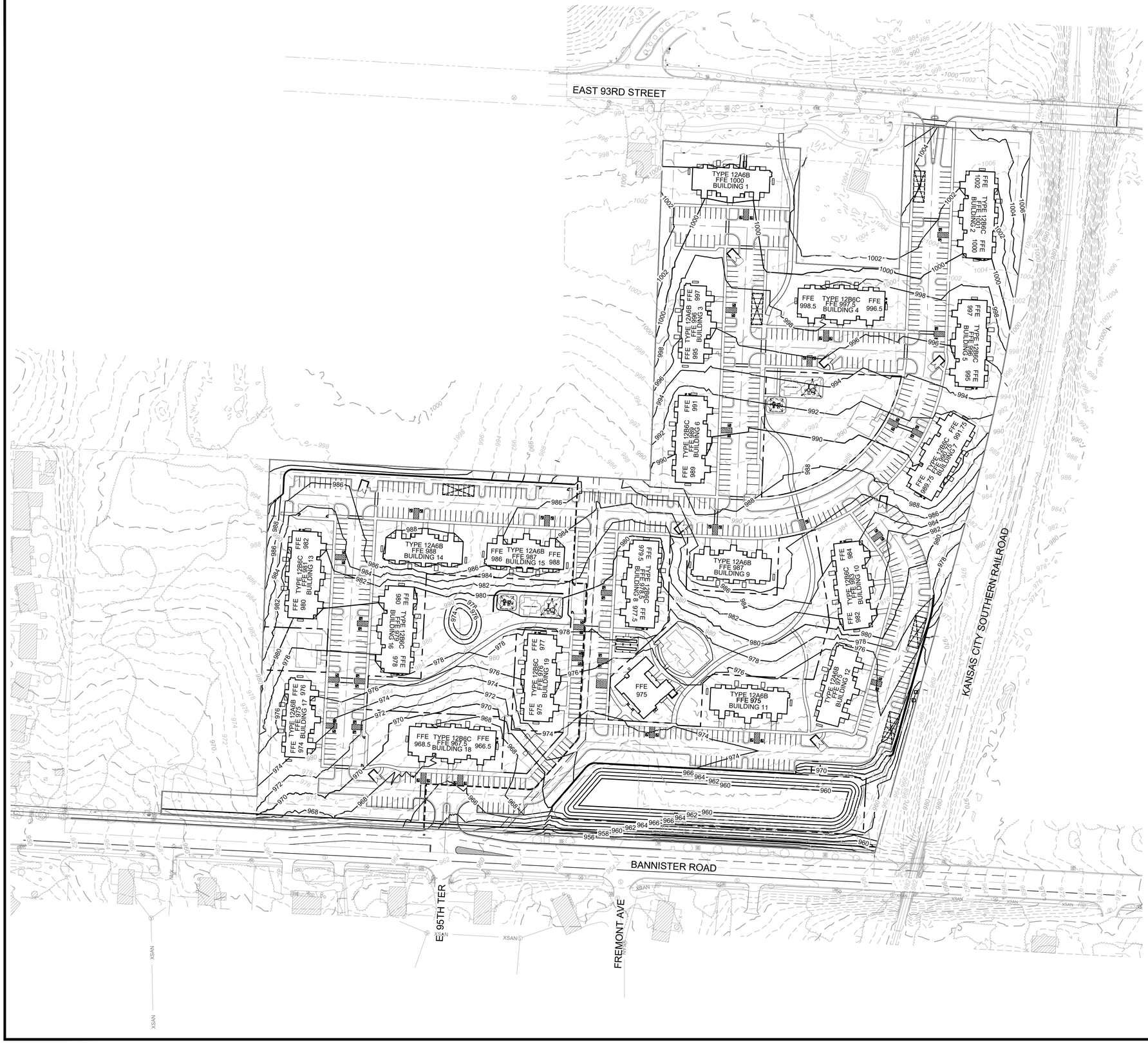
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TRAILS AT BANNISTER APARTMENT HOMES
6400 BANNISTER ROAD
KANSAS CITY, MO

UR PRELIMINARY DEVELOPMENT PLAN
PRELIMINARY PLAT

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DRAWING NO.
C201



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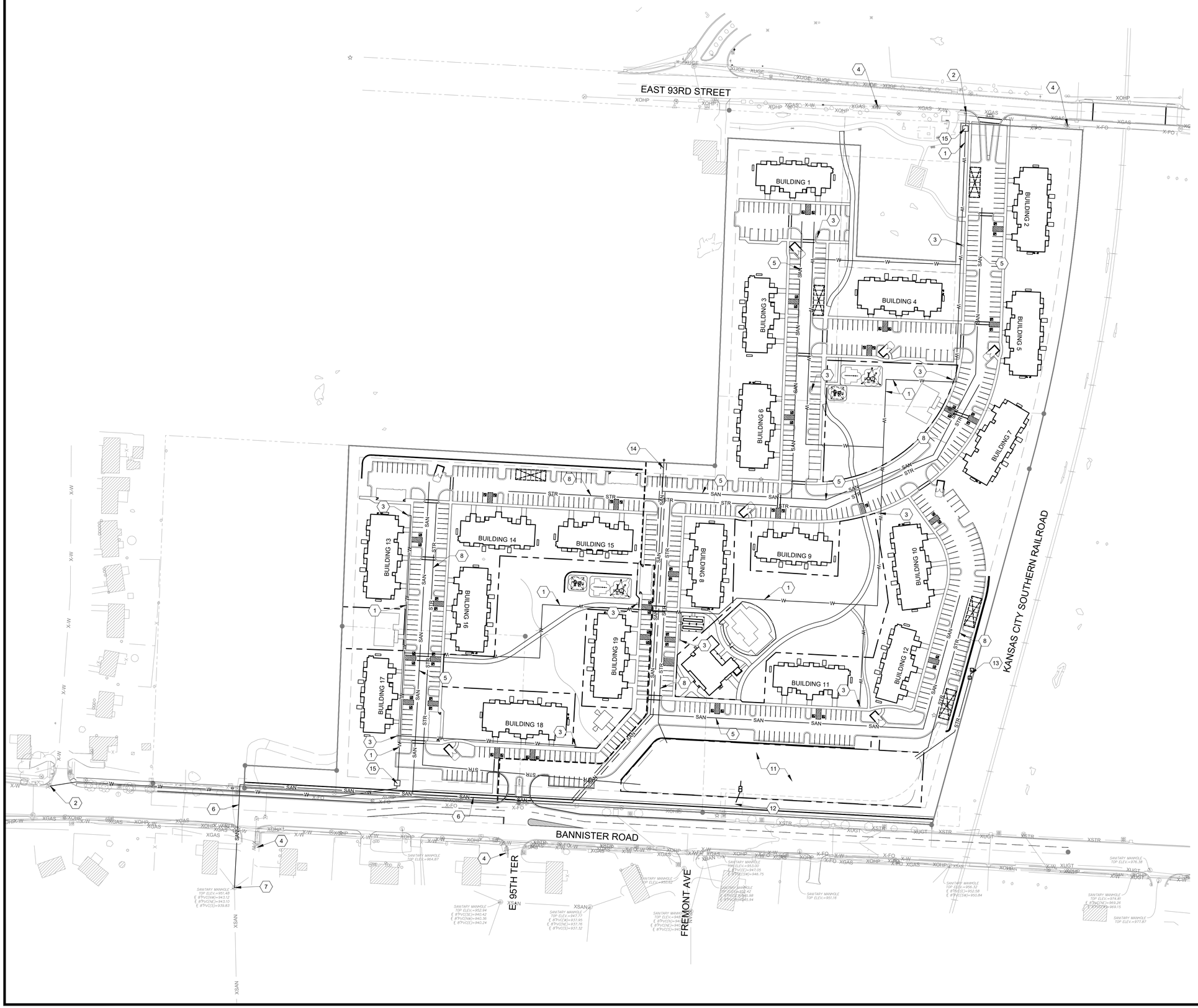
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TRAILS AT BANNISTER APARTMENT HOMES
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UR PRELIMINARY DEVELOPMENT PLAN
GRADING PLAN

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DRAWING NO.
C300



KEY NOTES

1. PROPOSED 8" PRIVATE WATER MAIN (CLASS 52 DIP W/ POLYWRAP & ZINC COATING)
2. PROPOSED WATER CONNECTION TO EXISTING NETWORK
3. PROPOSED PRIVATE FIRE HYDRANT
4. EXISTING PUBLIC FIRE HYDRANT
5. PROPOSED 8" PRIVATE SANITARY SEWER (PVC)
6. PROPOSED 8" PUBLIC SANITARY SEWER (PVC)
7. PROPOSED SANITARY SEWER CONNECTION TO EXISTING NETWORK
8. PROPOSED PRIVATE STORM SEWER (HDPE)
9. PROPOSED PUBLIC STORM SEWER (HDPE)
10. PROPOSED 15' STORM DRAINAGE EASEMENT
11. DETENTION BASIN
12. PROPOSED STORM CONNECTING TO EXISTING 72"x42" CONCRETE BOX CULVERT
13. PROPOSED STORM CONNECTING TO EXISTING 2 - 36" CMP
14. PUBLIC SANITARY LINE
15. PROPOSED WATER METER AND BACKFLOW PREVENTER

UTILITY LEGEND

XSAN	EX. SANITARY SEWER LINE
XUGT	EX. UNDERGROUND TELEPHONE LINE
XSTM	EX. STORM SEWER LINE
XUGE	EX. UNDERGROUND ELECTRIC LINE
XW	EX. WATER LINE
XOHE	EX. OVERHEAD ELECTRIC
	EX. SIGN
FPO	EX. FIBER OPTIC HAND HOLE
WM	EX. WATER METER
EH	EX. ELECTRIC HAND HOLE
TH	EX. COMMUNICATIONS HAND HOLE
	EX. COMMUNICATIONS MANHOLE
	EX. TELEPHONE PEDESTAL
	EX. WATER VALVE
	EX. STORM MANHOLE
	EX. LIGHT POLE
	EX. SANITARY MANHOLE
	EX. FIRE HYDRANT
	NEW WATER VALVE
	NEW STORM SEWER INTAKE
STR	NEW STORM SEWER LINE
FO	NEW FIBER OPTIC LINE
W	NEW WATER LINE
FW	NEW FIRE SERVICE LINE
SAN	NEW SANITARY SEWER LINE
	PROPERTY LINE OF SUBJECT PROPERTY
G	NEW GAS LINE
C	NEW CABLE LINE
E	NEW ELECTRIC LINE

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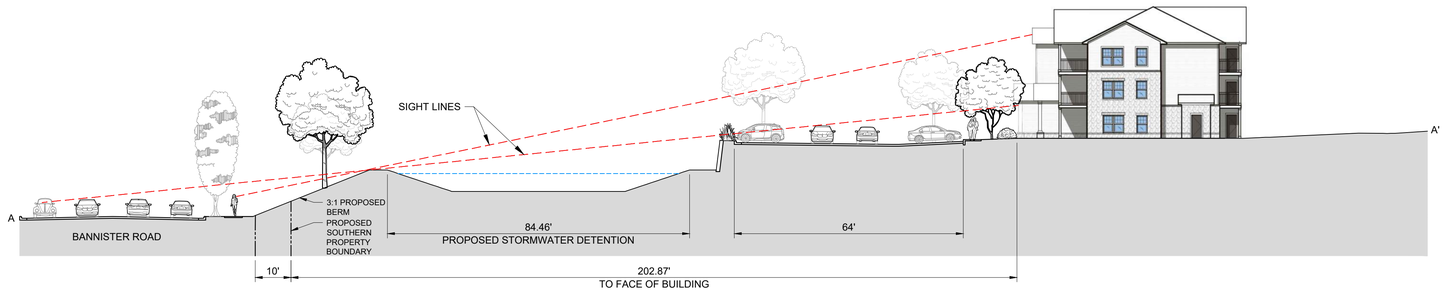
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TRAILS AT BANNISTER APARTMENT HOMES
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UR PRELIMINARY DEVELOPMENT PLAN
UTILITY PLAN

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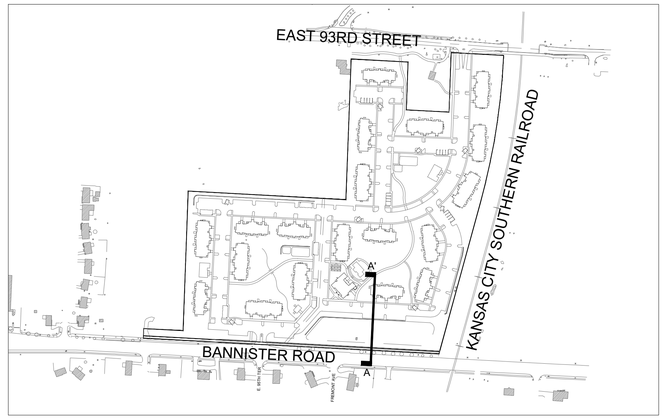
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20 10 0 20

01 SECTION A

HORIZONTAL AND VERTICAL SCALE: 1" = 20'



02 SECTION KEY MAP

1" = 300'

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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

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UR PRELIMINARY DEVELOPMENT PLAN
SITE SECTION

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DRAWING NO.
C500



LEGEND:

EXISTING TREES TO BE REMOVED (CANOPY COVERAGE SHOWN)

01 PHOTO LOCATION & VIEW SHED



01 EXISTING TREES - LOOKING SOUTHEAST FROM N. 93RD STREET
NOT TO SCALE



02 EXISTING CYPRESS ALONG BANNISTER ROAD
NOT TO SCALE



03 EXISTING TREES LOOKING NORTH FROM BANNISTER ROAD
NOT TO SCALE



04 EXISTING TREES LOOKING NE FROM BANNISTER ROAD
NOT TO SCALE

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TRAILS AT BANNISTER APARTMENT HOMES
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UR PRELIMINARY DEVELOPMENT PLAN
TREE REMOVAL PLAN

P:\210600\06-DRAWINGS\LANDSCAPE\210600 TREE REMOVALS.DWG

DRAWING NO.
L001



LANDSCAPE REQUIREMENTS

ITEM	REQUIREMENT	PROPOSED	ALTERNATE REQUESTED	APPROVED
STREET TREES (88-425-03)	1 TREE PER 30 LF OF FRONTAGE			
EAST 93RD STREET	220 LF / 30 = 7 TREES	7 TREES PROPOSED		
BANNISTER ROAD	1,078 LF / 30 = 36 TREES	11 EXISTING TREES; 30 PROPOSED TREES		
GENERAL (88-425-04)	1 TREE PER 5,000 SF OF PRINCIPAL BUILDING COVERAGE			
SITE (OPEN SPACE; PARKLANDS)	144,891 TOTAL BUILDING SF/5000 = 29 TREES	35 TREES PROPOSED		
PERIMETER VEHICULAR USE AREA (88-425-05)	25' BUFFER; 3' BERM; 3 TREES, 25 SHRUBS PER 100 LF *OR* NO BERM, 25' BUFFER; 6 TREES, 35 SHRUBS PER 100 LF			
ADJACENT TO STREETS (88-425-05-B)				
EAST 93RD STREET	25' BUFFER; 13 TREES; 77 SHRUBS	25' BUFFER; 13 TREES; 45 SHRUBS, 72 GRASSES		
BANNISTER ROAD	25' BUFFER; 3' HT. BERM; 32 TREES; 270 SHRUBS	20' BUFFER; BERM; 45 TREES; 224 SHRUBS; 375 GRASSES	YES	
INTERIOR VEHICULAR USE AREA (88-425-06)	35 SF OF LANDSCAPE PER STALL			
INTERIOR AREA	684 STALLS x 35 = 23,940 SF LANDSCAPE REQUIRED	27,072 SF		
TREES	1 TREE PER 5 STALLS = 137 TREES	138 TREES		
SHRUBS	1 SHRUBS PER STALL = 684 SHRUBS	647 SHRUBS; 189 GRASSES		
PARKING GARAGE SCREENING	DESCRIBE: N/A			
MECHANICAL/UTILITY SCREENING	DESCRIBE: PROVIDED PER PLAN			
OUTDOOR USE SCREENING	DESCRIBE: PROVIDED PER PLAN			

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT
	22	Acer saccharum 'Autumn Splendor' / Autumn Splendor Maple	B&B, 2" Cal.
	7	Amelanchier x grandiflora `Autumn Brilliance` / Serviceberry	B&B, 1.5" Cal.
	20	Cercis canadensis / Eastern Redbud	B&B, 1.5" Cal.
	17	Cornus florida 'Cherokee Princess' / Princess Dogwood	B&B, 1.5" Cal.
	17	Gleditsia triacanthos inermis 'Skyline' / Skyline Honey Locust	B&B, 2" Cal.
	6	Nyssa sylvatica / Black Gum	B&B, 2" Cal.
	22	Ostrya virginiana / Hophornbeam	B&B, 2" Cal.
	21	Quercus bicolor / Swamp White Oak	B&B, 2" Cal.
	23	Quercus rubra / Red Oak	B&B, 2" Cal.
	9	Taxodium distichum 'Skyward' TM / Skyward Bald Cypress	B&B, 2" Cal.
	30	Tilia americana 'McKSentry' TM / American Linden	B&B, 2" Cal.
	18	Ulmus x 'Frontier' / Frontier Elm	B&B, 2" Cal.

EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	CONT
	107	Juniperus chinensis `Perfecta` / Perfecta Juniper	B&B, 6` Ht
	5	Picea pungens 'Fat Albert' / Fat Albert Spruce	B&B, 6` Ht
	6	Pinus strobus / White Pine	B&B, 6` Ht
	112	Thuja occidentalis 'Hetz Wintergreen' / Hetz Wintergreen Arborvitae	B&B, 6` Ht

SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT
	41	Aronia melanocarpa 'Autumn Magic' / Black Chokeberry	5 gal
	28	Aronia melanocarpa 'UCONNAM165' TM / Low Black Chokeberry	5 gal
	52	Buddleja x 'Tutti Fruitii' / Pugster Pink Butterfly Bush	5 gal
	26	Ceanothus americanus / New Jersey Tea	5 gal
	125	Rhus aromatica 'Gro-Low' / Gro-Low Sumac	5 gal
	53	Spiraea betulifolia 'Tor' / Tor Birchleaf Spirea	5 gal
	6	Viburnum dentatum 'Christom' TM / Blue Muffin Viburnum	5 gal
	10	Viburnum x burkwoodii 'Mohawk' / Mohawk Viburnum	5 gal

EVERGREEN SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT
	59	Buxus microphylla / Littleleaf Boxwood	5 gal
	104	Juniperus chinensis 'Gold Lace' / Gold Lace Juniper	5 gal
	64	Juniperus chinensis 'Kallays Compact' / Kallay Compact Pfitzer Juniper	5 gal
	43	Juniperus sabina 'Broadmoor' / Broadmoor Juniper	5 gal
	13	Pinus mugo 'Mops' / Mops Mugo Pine	5 gal

GRASSES	QTY	BOTANICAL / COMMON NAME	CONT
	375	Andropogon gerardii `Blackhawks` / Blackhawks Big Bluestem	6" Pot
	92	Miscanthus x 'Purpurascens' / Flame Grass	1 gal
	159	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	1 gal

PERENNIALS	QTY	BOTANICAL / COMMON NAME	CONT
	68	Asclepias tuberosa 'Hello Yellow' / Hello Yellow Butterfly Milkweed	1 gal
	18	Baptisia x 'Lemon Meringue' TM / Lemon Meringue Baptisia	1 gal
	25	Coreopsis x 'Jethro Tull' / Jethro Tull Tickseed	1 gal
	76	Hemerocallis x 'Sammy Russell' / Sammy Russell Daylily	1 gal
	27	Liriope muscari 'Big Blue' / Big Blue Lilyturf	1 gal
	69	Nepeta x faassenii 'Walker's Low' / Walker's Low Catmint	1 gal

GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	SPACING
	6,856 sf	Native BMP Stormwater Basin	SF	

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REVISIONS

PROJECT INFO
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TRAILS AT BANNISTER APARTMENT HOMES
6400 BANNISTER ROAD
KANSAS CITY, MO

UR PRELIMINARY DEVELOPMENT PLAN
LANDSCAPE PLAN

P:\210600\06-DRAWINGS\LANDSCAPE\210600 LSCP.DWG

DRAWING NO.
L100



SIDE ELEVATION - ALL 12A6B BLDGS. C2

3/32"=1'-0"



SIDE ELEVATION - ALL 12A6B BLDGS. C1

3/32"=1'-0"



REAR ELEVATION - BLDGS. 3, 15 & 17 B2

3/32"=1'-0"



FRONT ELEVATION - BLDGS. 3, 15 & 17 B1

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"



REAR ELEVATION - BLDGS. 1, 9, 11, 12 & 14 A2

3/32"=1'-0"



FRONT ELEVATION - BLDGS. 1, 9, 11, 12 & 14 A1

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"

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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

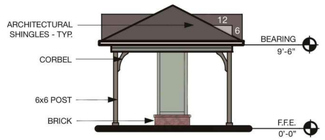
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TRAILS AT BANNISTER APARTMENT HOMES
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KANSAS CITY, MO

UR PRELIMINARY DEVELOPMENT PLAN
ARCHITECTRUAL ELEVATIONS

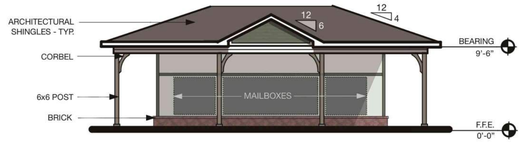
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DRAWING NO.
A100



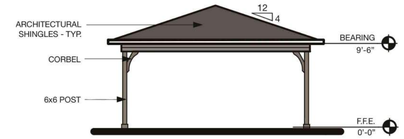
SIDE ELEVATION - MAIL KIOSK — C4

1/8"=1'-0"



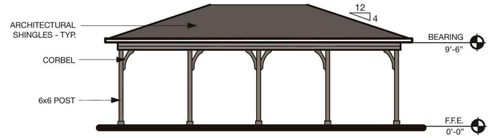
FRONT ELEVATION - MAIL KIOSK — C3

1/8"=1'-0"



SIDE ELEVATION - PAVILION — C2

1/8"=1'-0"



FRONT/REAR ELEVATION - PAVILION — C1

1/8"=1'-0"



SIDE ELEVATION - ALL 12B6C BLDGS. — B2

3/32"=1'-0"



REAR ELEVATION - BLDGS. 2, 4, 5, 6, 7, 8, 10, 13, 16, 18 & 19 — B1

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"



SIDE ELEVATION - ALL 12B6C BLDGS. — A2

3/32"=1'-0"



FRONT ELEVATION - BLDGS. 2, 4, 5, 6, 7, 8, 10, 13, 16, 18 & 19 — A1

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"

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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

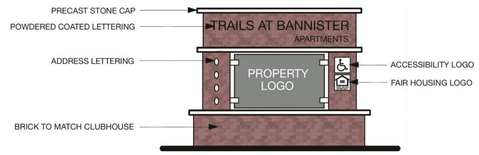
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TRAILS AT BANNISTER APARTMENT HOMES
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UR PRELIMINARY DEVELOPMENT PLAN
ARCHITECTURAL ELEVATIONS

P:\21060006\DRAWINGS\CIVIL\UR PRELIMINARY\210600 ARCH.DWG

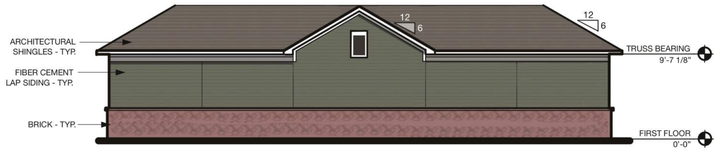
DRAWING NO.
A101



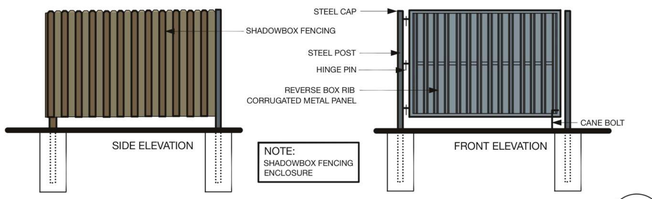
MONUMENT SIGN D3
1/4"=1'-0"



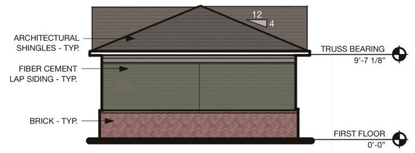
SIDE ELEVATION - GARAGE D2
1/8"=1'-0"



REAR ELEVATION - GARAGE D1
1/8"=1'-0"



DUMPSTER ENCLOSURE ELEVATION C3
1/4"=1'-0"



SIDE ELEVATION - GARAGE C2
1/8"=1'-0"



FRONT ELEVATION - GARAGE C1
1/8"=1'-0"



SIDE ELEVATION - COMM. BUILDING B2
3/32"=1'-0"



REAR ELEVATION - COMM. BUILDING B1
3/32"=1'-0"



SIDE ELEVATION - COMM. BUILDING A2
3/32"=1'-0"



FRONT ELEVATION - COMM. BUILDING A1
3/32"=1'-0"

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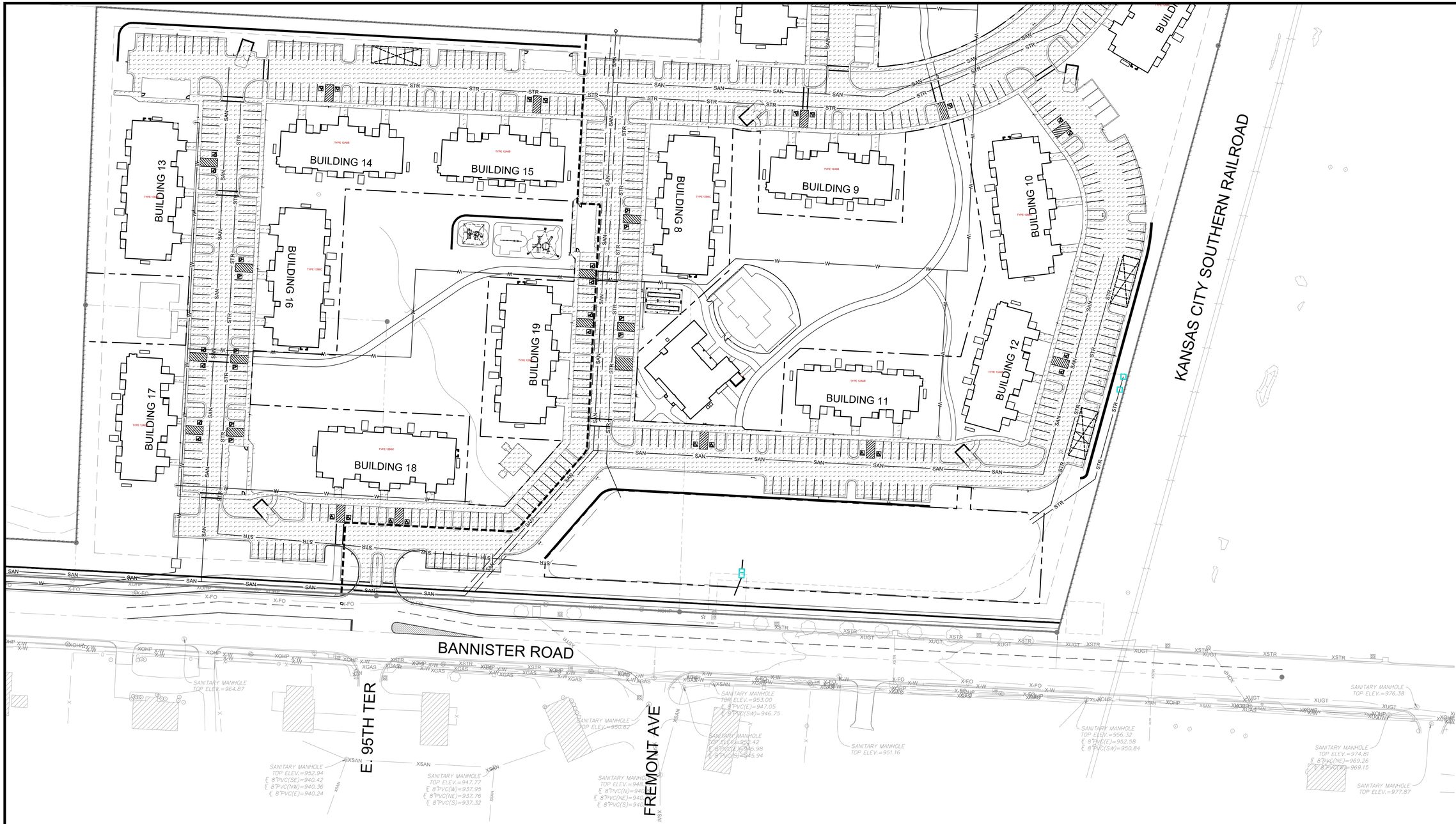
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UR PRELIMINARY DEVELOPMENT PLAN
ARCHITECTURAL ELEVATIONS

P:\21060\06-DRAWINGS\CIVIL\UR PRELIMINARY\210600 ARCH.DWG

DRAWING NO.
A102



Luminaire/Pole Schedule

Symbol	Qty	Tag	Arrangement	LLF	Mounting Height	Brand	Catalog Number	Arr. Watts
	12	A	SINGLE	0.90	28'	GE Lighting Solutions	EACL01-2-E3-AW-7-40-X-A-BKBK	95
	18	B	DOUBLE	0.90	28'	GE Lighting Solutions	EACL01-2-E3-AW-7-40-X-A-BKBK	190
	63	C	SINGLE	0.90	28'	GE Lighting Solutions	EACL01-2-E3-AW-7-40-X-A-BKBK WITH ELS-EAC-ABL-BLCK	95
	63	D	SINGLE	0.90	16'	Lithonia Lighting	WDGE1 LED P1 40K 80CRI VF	10

Calculation Summary

Label	Avg	Max	Min	Avg/Min	Max/Min
PAVEMENT	2.702	5.673	0.266	10.2:1	21.3:1
PROPERTY LINE	0.086	0.854	0.0	N/A	N/A

N

50 25 0 50

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MISSOURI CERTIFICATE OF AUTHORITY NO. E-2006023253
EXPIRES: DECEMBER 31, 2022

REVISIONS

PROJECT INFO
210660-000

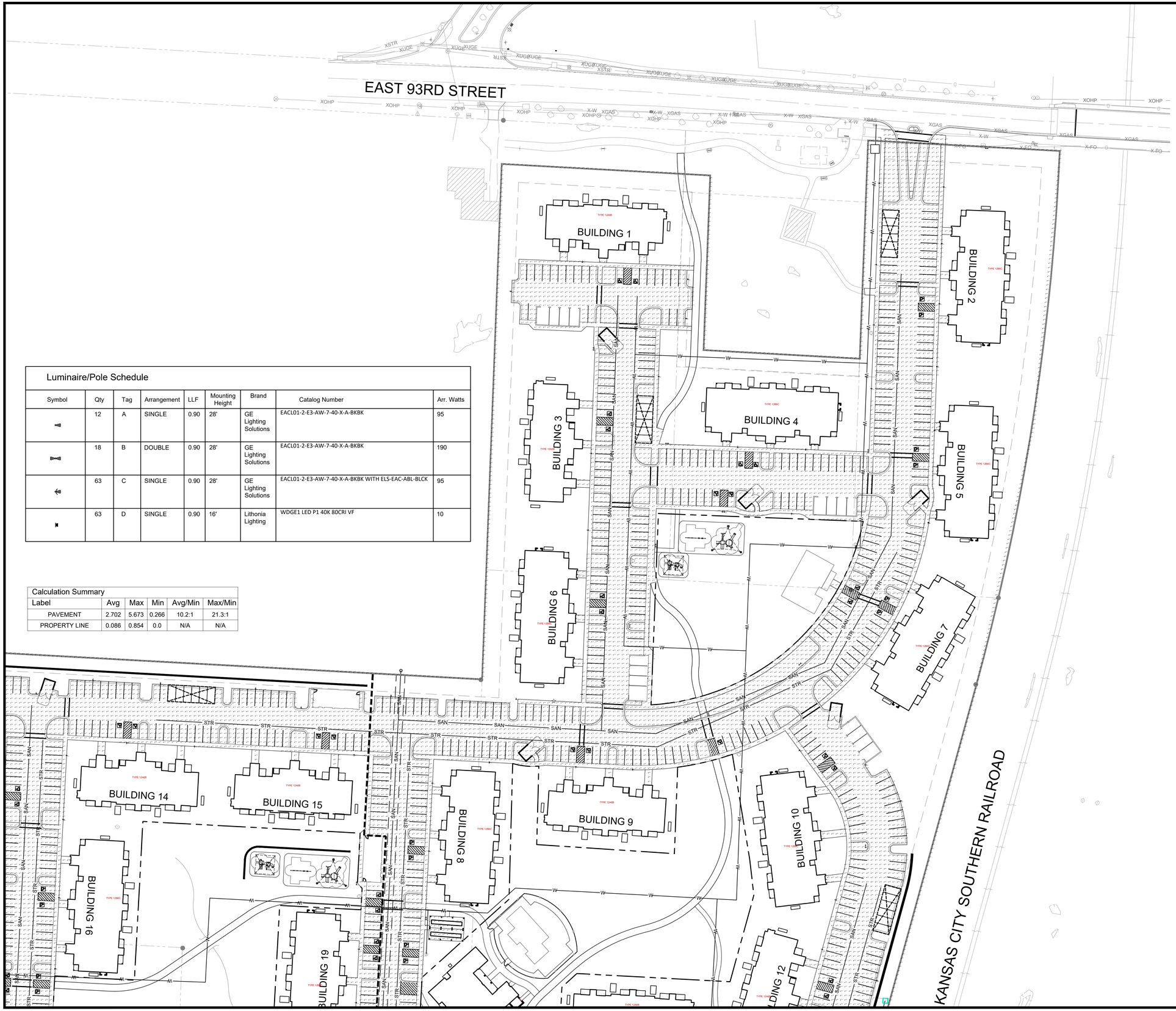
ENGINEER	DRAWN BY	CHECKED BY
PJO	ELM	PJO

TRAILS AT BANNISTER APARTMENT HOMES
6400 BANNISTER ROAD
KANSAS CITY, MO

UR PRELIMINARY DEVELOPMENT PLAN
PHOTOMETRIC PLAN

P:\210600\06-DRAWINGS\LIGHTING\210600 LIGHT.DWG

DRAWING NO.
E100



Luminaire/Pole Schedule

Symbol	Qty	Tag	Arrangement	LLF	Mounting Height	Brand	Catalog Number	Arr. Watts
	12	A	SINGLE	0.90	28'	GE Lighting Solutions	EACL01-2-E3-AW-7-40-X-A-BKBK	95
	18	B	DOUBLE	0.90	28'	GE Lighting Solutions	EACL01-2-E3-AW-7-40-X-A-BKBK	190
	63	C	SINGLE	0.90	28'	GE Lighting Solutions	EACL01-2-E3-AW-7-40-X-A-BKBK WITH ELS-EAC-ABL-BLCK	95
	63	D	SINGLE	0.90	16'	Lithonia Lighting	WDGE1 LED P1 40K 80CRI VF	10

Calculation Summary

Label	Avg	Max	Min	Avg/Min	Max/Min
PAVEMENT	2.702	5.673	0.266	10.2:1	21.3:1
PROPERTY LINE	0.086	0.854	0.0	N/A	N/A

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REVISIONS

PROJECT INFO
210660-000

ENGINEER	DRAWN BY	CHECKED BY
PJO	ELM	PJO

TRAILS AT BANNISTER APARTMENT HOMES
6400 BANNISTER ROAD
KANSAS CITY, MO

UR PRELIMINARY DEVELOPMENT PLAN
PHOTOMETRIC PLAN

P:\210600\06-DRAWINGS\LIGHTING\210600 LIGHT.DWG

DRAWING NO.
E101

ROUSE FRETS WHITE GOSS
GENTILE RHODES, P.C.

PATRICIA R. JENSEN
pjensen@rousepc.com
816.502.4723

June 10, 2022

VIA U.S. MAIL

Adjacent Property Owners within 300 Feet

Re: Trails at Bannister - CD-CPC-2022-00098

Dear Adjacent Property Owners:

We represent Pedcor Investments, LLC concerning property located at 6601 E. 93rd Street and 6200 E. Bannister, generally located between Bannister Road on the south; E. 93rd Street on the north, Kansas City Southern Railroad on the east, and White Avenue on the west. We submitted an application to the City Plan Commission to request approval of a UR Development Plan for approximately 24 acres and Preliminary Plat to allow for the development of a 342-unit multifamily development (CD-CPC-2022-00098). Enclosed is a copy of the Site Plan and elevations from the UR Development Plan.

You are receiving this letter since City Code requires a public meeting be held regarding our application and that all property owners within 300 feet are invited to attend. This public meeting is an opportunity for you to come learn more about the application and to discuss these plans with the developer's representatives. You can read more about the process requirements at kcmo.gov/publieengagement. If you would like further information on this proposed project, please visit Kansas City's planning and permitting system, Compass KC, at Compasskc.kcmo.org. You may search by project type and address/case number to find project details.

The meeting will be held on Thursday, July 7, 2022 at 6:00 p.m. at the Blue Ridge Branch of the Mid-Continent Public Library at 9253 Blue Ridge Boulevard, Kansas City, Missouri 64138.

Any questions or concerns can be addressed to:

Name:	Patricia R. Jensen
Email:	pjensen@rousepc.com
Phone:	(816) 502-4723
Title/Role:	Attorney
Company:	Rouse Frets White Goss Gentile Rhodes, P.C.
Representing:	Pedcor Investments, LLC

If you are unable to attend the meeting and you have questions or comments, please either call me or e-mail me at the above phone number/e-mail address.

{22440 / 71271; 959835. }

The applications will be heard by the City Plan Commission on Tuesday, July 19, 2022.

Very truly yours,

Patricia R. Jensen

PRJ:kab
enclosures

cc: Andrew Clarke, KCMO City Planning & Development Department, (via e-mail, w/ encl.)
City Planning and Development (via e-mail publicengagement@kcmo.org, w/ encl.)
Fairlane Homes Association (via e-mail fairlanehomeskc@gmail.com and U.S. Mail, w/ encl.)

{22440 / 71271; 959835. }

CITY OF KANSAS CITY, MISSOURI

CITY PLANNING & DEVELOPMENT

Public Meeting Summary Form

Project Case # CD-CPC-2022-00098: Trails at Bannister

Meeting Date: 7.7.22

Meeting Location: Blue Ridge Library: 9253 Blue Ridge Blvd, KCMO 64138

Meeting Time (include start and end time): 6:00 - 6:45 pm

Additional Comments (optional):

Trails at Bannister Apartments
NEIGHBORHOOD MEETING
July 7, 2022

SIGN-IN SHEET	
NAME	**CONTACT INFORMATION**
Michael Graf	Mike.111413@gmail.com 816-361-0174
Margaret Graf	" " " "
Sherri Kelley	816-824-3034 Sl.Kelle@yahoo.com
Marilyn Jackson	816-805-8232
Melanie Elmore	816-304-9794
TERESA EDENS	816-718-1514 teresaedens@hotmail.com
ANTHONY MALONE	amalone@mcclurevision.com
Paul Osborn	McClure
Turner Lesnick	Pedcor
Patricia Jensen	Rouse Frets White Goss
Kellee Madigan	Rouse Frets White Goss

Trails at Bannister Apartments
NEIGHBORHOOD MEETING
July 7, 2022

SIGN-IN SHEET	
NAME	**CONTACT INFORMATION**
Jason Osborne	Rosemann & Assoc. P.C.
Dawn Benato	95-769-5600

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 220664

Rezoning an area of about 24 acres generally located at 6200 E. Bannister Road from UR (Urban Redevelopment) to UR (Urban Redevelopment) and approving a UR development plan and preliminary plat for 342 residential units. (CD-CPC-2022-00098).

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section A. That Chapter 88, Code of Ordinances of the City of Kansas City, Missouri commonly known as the Zoning and Development Code, is hereby amended by enacting a new section to be known as Section 88-20A-1342 rezoning an area of about 24 acres located at 6200 E. Bannister Road from District UR (Urban Redevelopment) to District UR (Urban Redevelopment) said section to read as follows:

Sec. 88-20A-1342. That an area legally described as:

TRACT 1: Intentionally omitted

TRACT 2: The South One-Half of a tract of land in the Southeast Quarter of the Northwest Quarter of Section 25, Township 48, Range 33, in Kansas City, Jackson County, Missouri and described as follows: Beginning at the northwest corner of said Quarter Quarter Section and running then East 661.41 feet; thence South 1320.97 feet; thence West 661.14 feet to the southwest corner of said Quarter Quarter Section; thence North 1321.22 feet to the point of beginning, being Lot 3 in Sechrest Estate, Commissioner's Plat, except that part in roads, less and except: Part of the Southeast Quarter of the Northwest Quarter of Section 25, Township 48, Range 33, including a part of Lot 3, Sechrest Estate, a subdivision in Kansas City, Jackson County, Missouri described as follows: Beginning a the Southwest Quarter (should be corner) of said Quarter Quarter Section; thence east along the south line of said Quarter Quarter Section 330 feet; thence north parallel with the west line of said Quarter Quarter Section 335 feet; thence west parallel with the south line of said Quarter Quarter Section 330 feet to the west line of said Quarter Quarter Section; thence south along said west line 335 feet to the point of beginning, except that part in Bannister Road.

TRACT 3: All that part of Lot 4, lying Westerly of the right of way of the Kansas City Southern Railroad, of the Subdivision of Sechrest Estate, according to the recorded plat thereof made a part of the Commissioner's Report in Cause No. 2482, Mary Amanda Talley, et al. v. William Zimmerman, in the Circuit Court of Jackson County, Missouri, at Independence, of record in the Recorder's Office at Kansas City in Book B-1405 at page 171 as Document No. 846683, situate in Kansas City, Jackson County, Missouri. Less and except: The north 70 feet of the following described land: Beginning 786 feet north and 209.09 feet east of the southwest corner of said Lot 4; thence East 209.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 209.09 feet; thence South 534.89 feet to the point

of beginning, being the same land conveyed to the City of Kansas City, Missouri for park purposes by Deed recorded as Document No. K-1060221 in Book K-2338 at page 1784. Also less and except: The South 200 feet of the North 270 feet of the following described: Beginning 786 feet north and 239.09 feet east of the southwest corner of said Lot 4; thence East 179.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 179.09 feet; thence South 534.89 feet to the point of beginning, being the same land conveyed to the City of Kansas City, Missouri for park purposes by Deed recorded as Document No. K-1112959 in Book K-2484 at page 1118. Also less and except: The North 70 feet of the following described land: Beginning 786 feet north of southwest corner of said Lot 4; thence East 209.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 209.09 feet; thence South 534.89 feet to the Point of Beginning, being the same land conveyed to the City of Kansas City, Missouri for park purposes by Deed recorded as Document No. K-1112960 in Book K-2484 at page 1122. Also less and except: The North three hundred seventy-five (375) feet of the at part of Lot Four, lying Westerly of the right of way of the Kansas City Southern Railroad, of the subdivision if Sechrest Estate, according to the recorded plat thereof, made a part of Commissioner's Report in Cause No. 24821, Mary Amanda Talley, et al. v. William Zimmerman, in the Circuit Court of Jackson County, Missouri, at Independence, of record in the Recorder's Office at Kansas City in Book B-1405 at page 171 as Document No. 846683, situated in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point seven hundred eighty six (786) feet north of the southwest corner of said (Lot) Four (4); thence east four hundred eighteen and eighteen hundredths (418.18) feet to the true point of beginning; thence east one hundred sixty nine and fifteen hundredths (169.15) feet more or less to the west right of way of the Kansas City Southern Railroad; thence northeasterly along said right of way line five hundred thirty seven and thirteen hundredths (537.13) feet more or less to the north line of said Lot Four (4); thence west along said north line of said Lot Four (4) two hundred and twenty (220) feet more or less to the northeast corner of Schumacher Park; thence southerly along the east boundary line of Schumacher Park and its prolongation five hundred thirty-four and eight-one hundredths (534.81) feet more or less to the point of beginning.

TRACT 4: A tract of land in the Southwest Quarter of the Northwest Quarter of Section 25, Township 48, Range 33, in Kansas City, Jackson County, Missouri, described as follows: Beginning at the southeast corner of said Quarter Quarter Section; thence north along the east line of said Quarter Quarter Section 75 feet; thence west, parallel to the south line of said Quarter Quarter Section, 165 feet; thence south parallel with the east line of said Quarter Quarter Section 75 feet to the south line thereof; thence east along said south line 165 feet to the point of beginning, except that part in Bannister Road.

TRACT 5: Part of the Southeast Quarter of the Northwest Quarter of Section 25, Township 48, Range 33, including a part of Lot 3, Subdivision of Sechrest Estate, a subdivision all in Kansas City, Jackson County, Missouri, described as follows: Beginning at the southwest corner of said Quarter Quarter Section, thence east

along the south line of said Quarter Quarter Section, 330 feet; thence north parallel with the west line of said Quarter Quarter Section 335 feet; thence west parallel with the south line of said Quarter Quarter Section, 330 feet to the west line of said Quarter Quarter Section; thence south along said west line 335 feet to the point of beginning, except that part in Bannister Road.

TRACT 6: The north three hundred seventy-five (375) feet of that part of Lot Four (4), lying westerly of the right of way of the Kansas City Southern Railroad, of the subdivision of Sechrest Estate, according to the recorded plat thereof, made a part of the Commissioner's Report in Cause No. 24821, Mary Amanda Talley, et al. v. William Zimmerman, in the Circuit Court of Jackson County, Missouri, at Independence, of record in the Recorder's Office at Kansas City in Book B-1405 at page 171 as Document No. 846683, situated in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point seven hundred eighty-six (786) feet north of the southwest corner of said Lot Four (4); thence east four hundred eighteen and eighteen hundredths (418.18) feet to the true point of beginning; thence east one hundred sixty-nine and fifteen hundredths (169.15) feet more or less to the west right of way line of the Kansas City Southern Railroad; thence northeasterly along said right of way line five hundred thirty-seven and thirteen hundredths (537.15) feet more or less to the north line of said Lot Four (4); thence west along said north line of said Lot Four (4) two hundred twenty (220) feet more or less to the northeast corner of Schumacher Park; thence southerly along the east boundary line of Schumacher Park and its prolongation five hundred thirty-four and eighty-one hundredths (534.81) feet more or less to the point of beginning.

is hereby rezoned from District UR (Urban Redevelopment) to District UR (Urban Redevelopment), all as shown outlined on a map marked Section 88-20A-1342, which is attached hereto and made a part hereof, and which is hereby adopted as part of an amendment to the zoning maps constituting a part of said chapter and in accordance with Section 88-20 thereof.

Section B. That a development plan is hereby approved, subject to the following conditions:

1. The developer shall submit an affidavit, prepared by an engineer licensed in the State of Missouri, verifying that all outdoor lighting has been installed in accordance with approved plans and that lighting levels do not exceed that shown on the approved lighting plan at the property lines prior to a certificate of occupancy. A photometric plan shall show spillover light.

2. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that all landscaping required of the approved plan has been installed in accordance with the plan and is healthy prior to a certificate of occupancy.

3. All signage shall conform to 88-445 and shall require a sign permit prior to installation.

4. The developer shall secure approval of a UR final plan from Development Management Division staff prior to a building permit.

5. All ground and roof mounted utility cabinets shall be screened from public view pursuant to 88-425-08-B.

6. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that street trees have been installed in accordance with the approved street tree planting plan and are healthy prior to a certificate of occupancy.

7. The developer shall coordinate with the Public Works Department to resolve all traffic safety related corrections along Bannister Road prior to a final certificate of occupancy.

8. The developer shall dedicate additional right-of-way for Bannister Road as required by the adopted major street plan so as to provide a minimum of 50 feet of right-of-way as measured from the centerline, along those areas being platted, or seek approval recommendations from the Transportation and Development Committee for any variances requested to the major street plan prior to the City Plan Commission approval.

9. The developer shall submit a macro storm drainage study with the first plat or phase, from a Missouri-licensed civil engineer to the Land Development Division showing compliance with current adopted standards in effect at the time of submission, including water quality BMP's, to the Land Development Division for review and acceptance for the entire development area, and submit a micro storm drainage study with each subsequent plat or phase showing compliance with the approved macro and adopted standards. The developer shall secure permits to construct any improvements as necessary to mitigate impacts from rate, volume, and quality of runoff from each proposed phase, prior to recording the plat or prior to issuance of a building permit, whichever occurs first, as required by the Land Development Division.

10. The developer shall cause the area to be platted and processed in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, as amended, commonly known as the Development Regulations.

11. The developer shall subordinate to the City all private interest in the area of any right-of-way dedication, in accordance with Chapter 88 and as required by the Land Development Division, prior to issuance of any construction permits within said right-of-way, and the developer shall be responsible for all costs associated with subordination activities now and in the future.

12. The developer shall integrate into the existing streetlight system any relocated streetlights within the street right-of-way impacted by the new drive or approach entrances as required by the Land Development Division, and the relocated lights must comply with all adopted lighting standards.

13. The developer shall pay impact fees as required by Chapter 39 of the City's Code of Ordinances, as required by the Land Development Division.

14. The south half of E. 93rd Street shall be improved as required by Chapter 88, to current standards, including curb, gutter, relocating any utilities as may be necessary and obtaining a required permit from the Land Development Division for said improvement prior to recording the plat or prior to issuance of a building permit, whichever occurs first.

15. The developer shall submit construction plans in compliance with adopted standards for all improvements required by the traffic study approved by the Public Works Department, and shall secure permits for those improvements as required by the Land Development Division, prior to recording the plat.

16. After the City Plan Commission enters its disposition for the development plan, the developer shall not enter into any agreement that would encumber or otherwise have any impact on the proposed right-of-way dedications for the planned project without the prior written consent of the Land Development Division.

17. The developer shall submit a plan for approval and permitting by the Land Development Division prior to beginning construction of the improvements in the public right-of-way, and construct ADA compliant ramps at all required locations where new private drives are being added, or where existing sidewalks are modified or repaired.

18. The developer shall enter into a covenant agreement for the maintenance of any stormwater detention area tracts as required by the Land Development Division, prior to recording the plat.

19. The developer shall submit plans for grading, siltation, and erosion control to the Land Development Division for review and acceptance, and secure a site disturbance permit for any proposed disturbance area equal to one acre or more prior to beginning any construction activities.

20. The developer shall secure permits to extend public sanitary and storm water conveyance systems to serve all proposed lots within the development and determine adequacy of receiving systems as required by the Land Development Division, prior to recording the plat or issuance of a building permit, whichever occurs first.

21. The developer shall grant any BMP and/or surface drainage easements to the City as required by the Land Development Division, prior to recording the plat or issuance of any building permits.

22. The project shall meet the fire flow requirements as set forth in Appendix B of the International Fire Code 2018. (IFC-2018 § 507.1)

23. Buildings equipped with a fire standpipe system shall have an operable fire hydrant within 100 feet of the Fire Department Connection (FDC). (IFC2018 § 507.5.1.1)

24. Fire hydrant distribution shall follow IFC-2018 Table C102.1.

25. Fire hydrants shall be installed and operable prior to the arrival of any combustible building materials onto the site. (IFC-2018 § 501.4 and 3312.1; NFPA -2013 § 8.7.2)

26. Required Fire Department access roads shall be an all-weather surface. (IFC-2012: § 503.2.3)

27. Fire Department access roads shall be provided prior to construction/demolition projects begin. (IFC-2018 § 501.4 and 3310.1; NFPA 241-2013 § 7.5.5)

28. Required Fire Department access roads shall be designed to support a fire apparatus with a gross axle weight of 85,000 pounds. (IFC-2018: § 503.2.3)

29. Dead-end Fire Department access road(s) in excess of 150 feet shall be provided with an approved turnaround feature (i.e., cul-de-sac, hammerhead). Dead-end streets in excess of 150 feet in length resulting from a "phased" project shall provide an approved temporary turnaround feature (i.e., cul-de-sac, hammerhead). (IFC-2018: § 503.2.5)

30. The turning radius for Fire Department access roads shall be 30 feet inside and 50 feet outside radius. (IFC-2018: § 503.2.4)

31. Aerial fire apparatus access roads shall be provided for any building that is 30 feet in height or greater. Aerial fire apparatus roads are a minimum 26 feet wide, at least 15 feet away from the building but not more than 30 feet from the structure. (IFC-2018 § D105).

32. The developer shall be responsible for dedication of parkland, private open space in lieu of parkland, or payment of cash-in-lieu of either form of dedication, or any combination thereof in accordance with 88-408. Should the developer choose to pay cash-in-lieu of dedicating all or a portion of the required area, the amount due shall be based upon the (2022) acquisition rate of ($64,220.18) per acre. This requirement shall be satisfied prior to recording the final plat or a certificate of occupancy, whichever is applicable to the project.

33. The developer shall submit a streetscape plan with street tree planting plan per 88-425-03 for approval by the Parks and Recreation Department's Forestry Division prior to beginning work in the public right-of-way along E. 93rd Street and Bannister Road.

34. A parks permit shall be obtained for any work/trail connection in Schumacher Park.

35. The developer shall ensure that water and fire service lines should meet current Water Services Department rules and regulations prior to a certificate of occupancy.

36. The developer shall have a water flow test done to ensure there is adequate water pressure to serve the development.

37. A full flow fire meter will be required when the fire protection service line serves more than one building, or combination service lines 6 inches and larger, or that have private fire hydrants connected to them.

38. The developer shall submit water main extension drawings for the proposed public main along Bannister Road between Belmont and White Avenues. Plans shall be prepared by a registered professional engineer in Missouri and submitted to the water main extension desk for review, acceptance and contracts per the Kansas City Water rules and regulations for water main extensions and relocations.

A copy of said UR development plan and preliminary plat is on file in the office of the City Clerk with this ordinance and made a part hereof.

Section C. That the Council finds and declares that before taking any action on the proposed amendment hereinabove, all public notices and hearings required by the Zoning Ordinance have been given and had.

I hereby certify that as required by Chapter 88, Code of Ordinances, the foregoing ordinance was duly advertised and public hearings were held.

Authenticated as Passed

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

AUG 18 2022

Date Passed

Secretary, City Plan Commission

Approved as to form and legality:

Sarah Baxter

Senior Associate City Attorney

COMMUNITY PROJECT/REZONING

220664

Ordinance Number

Ordinance Fact Sheet

Case No. CD-CPC-2022-00098

Brief Title

A request to approve a UR Development Plan and Preliminary Plat for 342 residential units on about 24 acres generally located between Bannister Road and E. 93rd Street (CD-CPC-2022-00098).

Details

Location: 6200 E. Bannister Road

Reason for Legislation: Approval of a rezoning to UR development plan requires City Council approval

See attached City Plan Commission Staff Report for a detailed description and analysis of proposal.

See attached City Plan Commission Disposition Letter for the Commission's recommended conditions (if any).

SUMMARY OF CHANGES FOLLOWING CITY PLAN COMMISSION:

- Staff removed condition #7 from the CPC staff report per the CPC's recommendation.
- Staff revised condition #8 from the CPC staff report when the applicant uploaded revised plans.
- Condition #10 from the CPC staff report was resolved prior to NPD with the applicants revised plans

Positions/Recommendations

Sponsors	Jeffrey Williams, AICP, Director Department of City Planning & Development
Programs, Departments or Groups Affected	5th District (Barnes, Parks-Shaw)
Applicants / Proponents	**Applicant** Patricia Jensen Rouse Frets White Goss Gentile Rhodes, P.C. **City Department** City Planning & Development **Other**
Opponents	**Groups or Individuals** N/A **Basis of Opposition** N/A
Staff Recommendation	[X] **For** [ ] **Against** **Reason Against**
Board or Commission Recommendation	City Plan Commission (5-0) (07-19-2022) By (Allender, Beasley, Enders, Hill, Sadowski) [ ] **For** [ ] **Against** [ ] **No Action Taken** [X] **For, with revisions or conditions** (see details column for conditions)
Council Committee Actions	[ ] **Do Pass** [ ] **Do Pass (as amended)** [ ] **Committee Sub.** [ ] **Without Recommendation** [ ] **Hold** [ ] **Do not pass**

Fact Sheet Prepared By:	**Date:** **07/20/2022**		
Andrew Clarke Staff Planner			
		Initial Application Filed:	05-27-2022
Reviewed By:	**Date:** **07/20/2022**	**City Plan Commission Action:**	07-19-2022 Approval with conditions
Joseph Rexwinkle Division Manager		**Revised Plans Filed:** **On Schedule:** **Off Schedule Reason:**	07-20-2022 Yes
Reference Numbers: Case No. CD-CPC-2022-00098			

Ordinance No. 220664
Trails at Bannister
UR Development Plan and Preliminary Plat
CD-CPC-2022-00098



City Council
Neighborhood, Planning and Development Committee
August 17, 2022

PEDCOR COMPANIES

Overview / Request

Applicant requests approval of Ordinance No. 220664, approving a UR Development Plan and Preliminary Plat for approximately 24 acres, generally located between Bannister Road on the south; E. 93rd Street on the north, Kansas City Southern Railroad on the east, and White Avenue on the west for the development of multifamily.

PEDCOR COMPANIES

About Pedcor



21
STATES

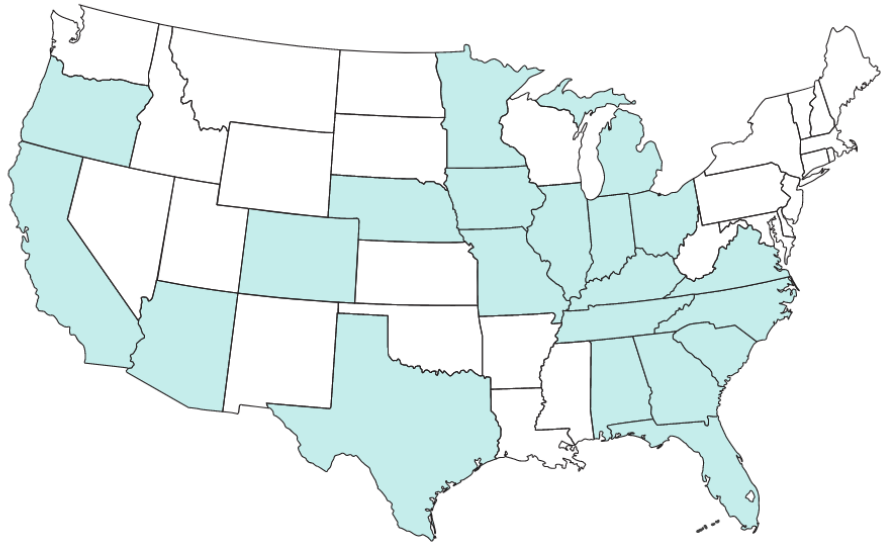
34
YEARS

186
COMMUNITIES

33,131
APARTMENT UNITS

Changing lives in new communities each year.

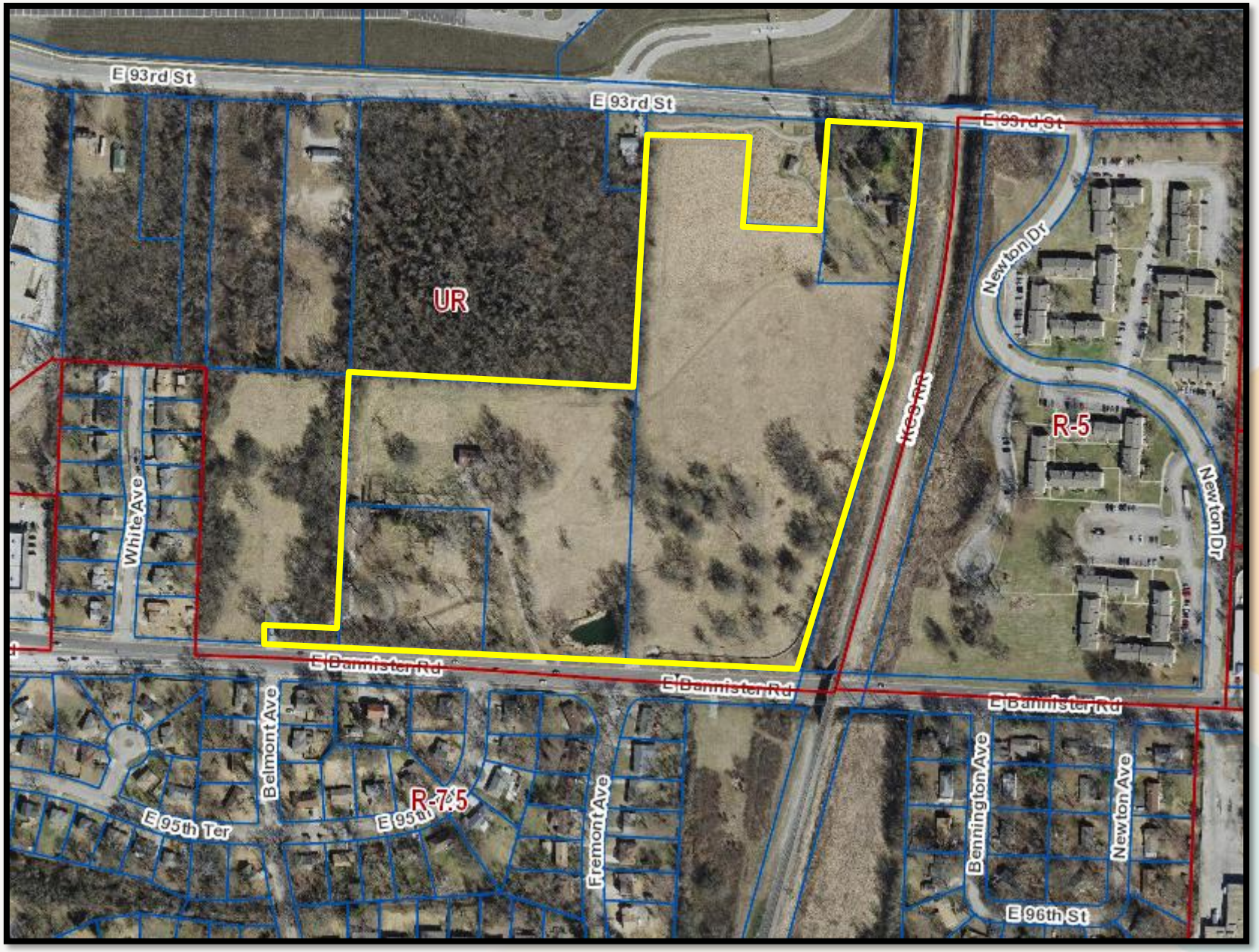
Our developments have been improving quality of life for our residents for more than three decades across the nation.



We will be there every step of the way

PEDCOR COMPANIES

KCMO City Parcel Viewer Map and Zoning



Photos – Bannister Road



Looking north at property

Photos – Bannister Road



Looking east on Bannister Road



Looking west on Bannister Road

Photos - E. 93rd Street



Looking south
Property south of Schumacher Park

Photos - E. 93rd Street



Looking west E. 93rd Street; Property on left

Public Engagement

- June 10, 2022 - Letters mailed to Fairlane Homes Association and adjacent property owners.
- July 7, 2022 - Public Engagement Meeting held at the Blue Ridge Branch of Mid-Continent Public Library.

Development Details

- 342 units, 2 Phases
- 100% Income Restricted
- Full Amenities
- Key Development Site
- Corresponds with Future Land Use
- Planned Industrial Expansion Authority Designation



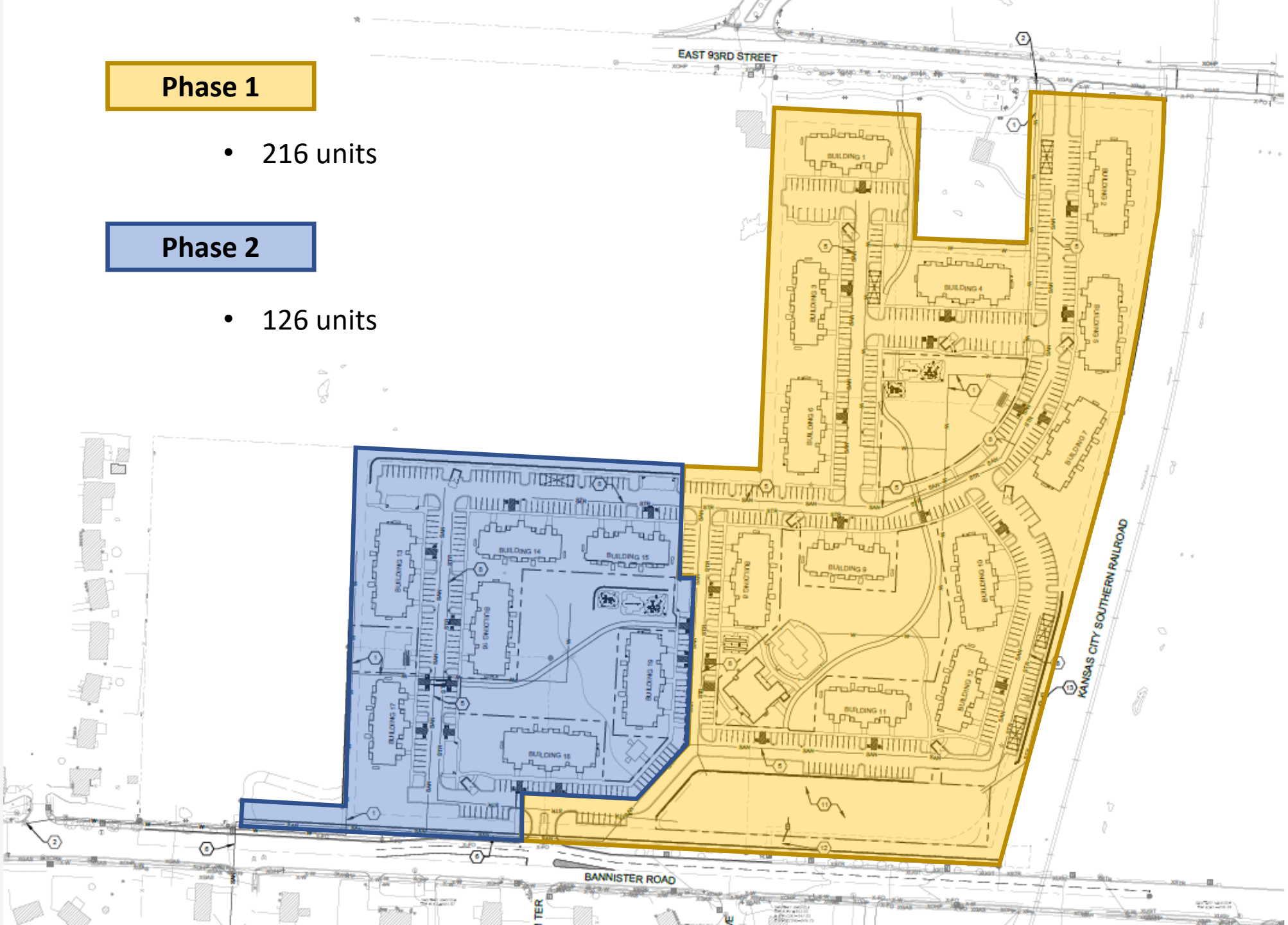
PEDCOR COMPANIES

Phase 1

- 216 units

Phase 2

- 126 units



PEDCOR COMPANIES

Trails at Bannister Apartment Homes

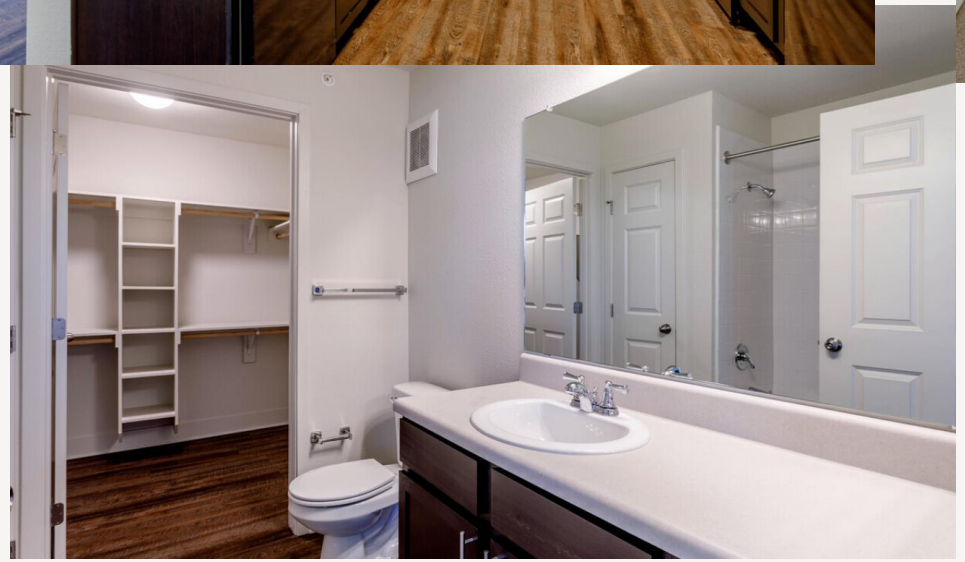


PEDCOR COMPANIES

Unit Features









Clubhouse Amenities







PEDCOR COMPANIES

Elevations











PEDCOR COMPANIES

A Perfect Fit

- Aligned with the Hickman Mills Area Plan– Multifamily
- Logical use to neighbor commercial, other multifamily, and park
- Increase in housing opportunities for low-income families
- Strategically and conveniently located within 3 miles of 11,653 jobs
- Enough space for sufficient parking, open space, and community amenities

PEDCOR COMPANIES

Who's Moving In?





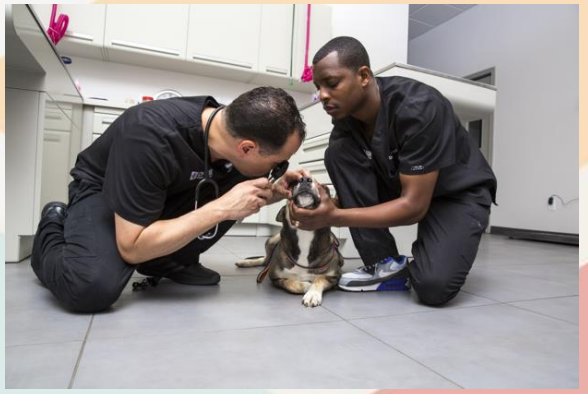


- Office Administration
- Delivery Drivers
- Pharmacy Technicians
- Baristas
- Waiters and Waitresses
- Grocery Store Employees
- Veterinarian Technicians









PEDCOR COMPANIES

Who's Moving In?







- Teachers
- Veterans
- Recent Graduates Starting Their Careers
- Firefighters
- Police Officers
- Paramedics
- Nurses









Request

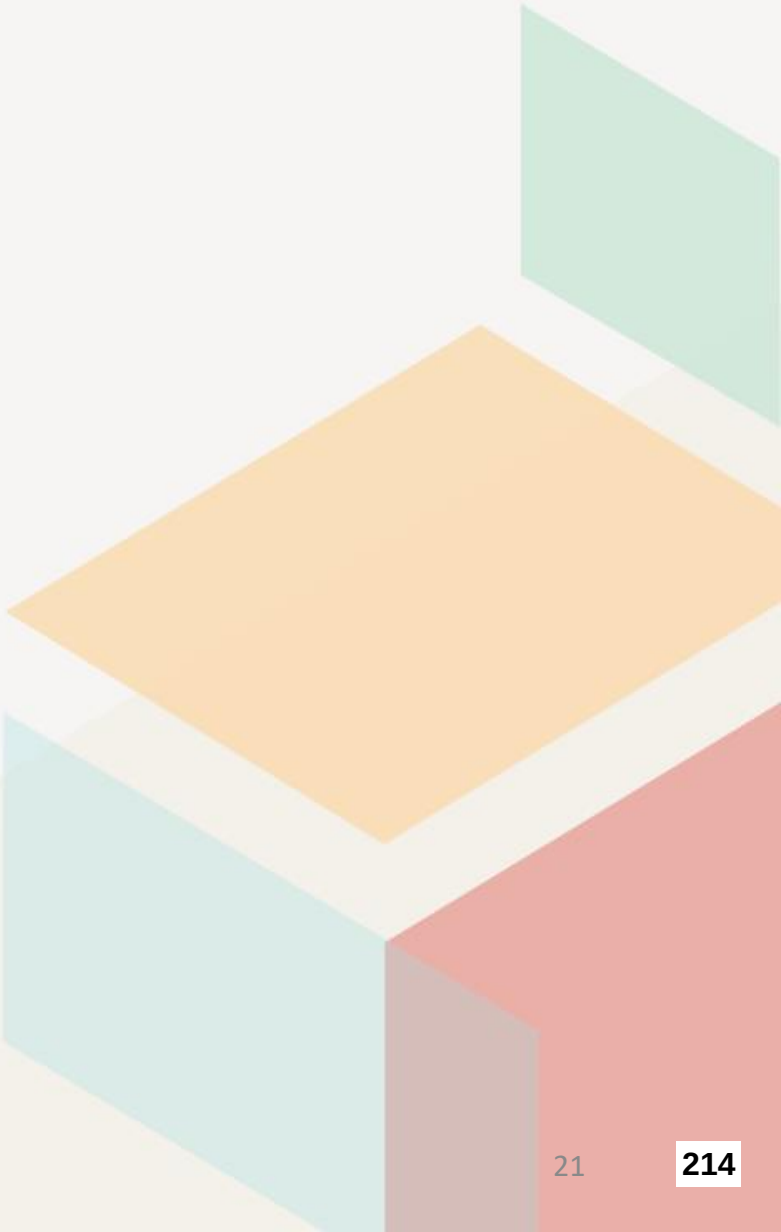
Applicant requests approval of Ordinance No. 220664, approving a UR Development Plan and Preliminary Plat for development of multifamily on approximately 24 acres.

Trails at Bannister Apartment Homes

Turner Lesnick
AVP of Development
Pedcor Investments
tulesnick@pedcor.net
317-705-7971
www.pedcorcompanies.com



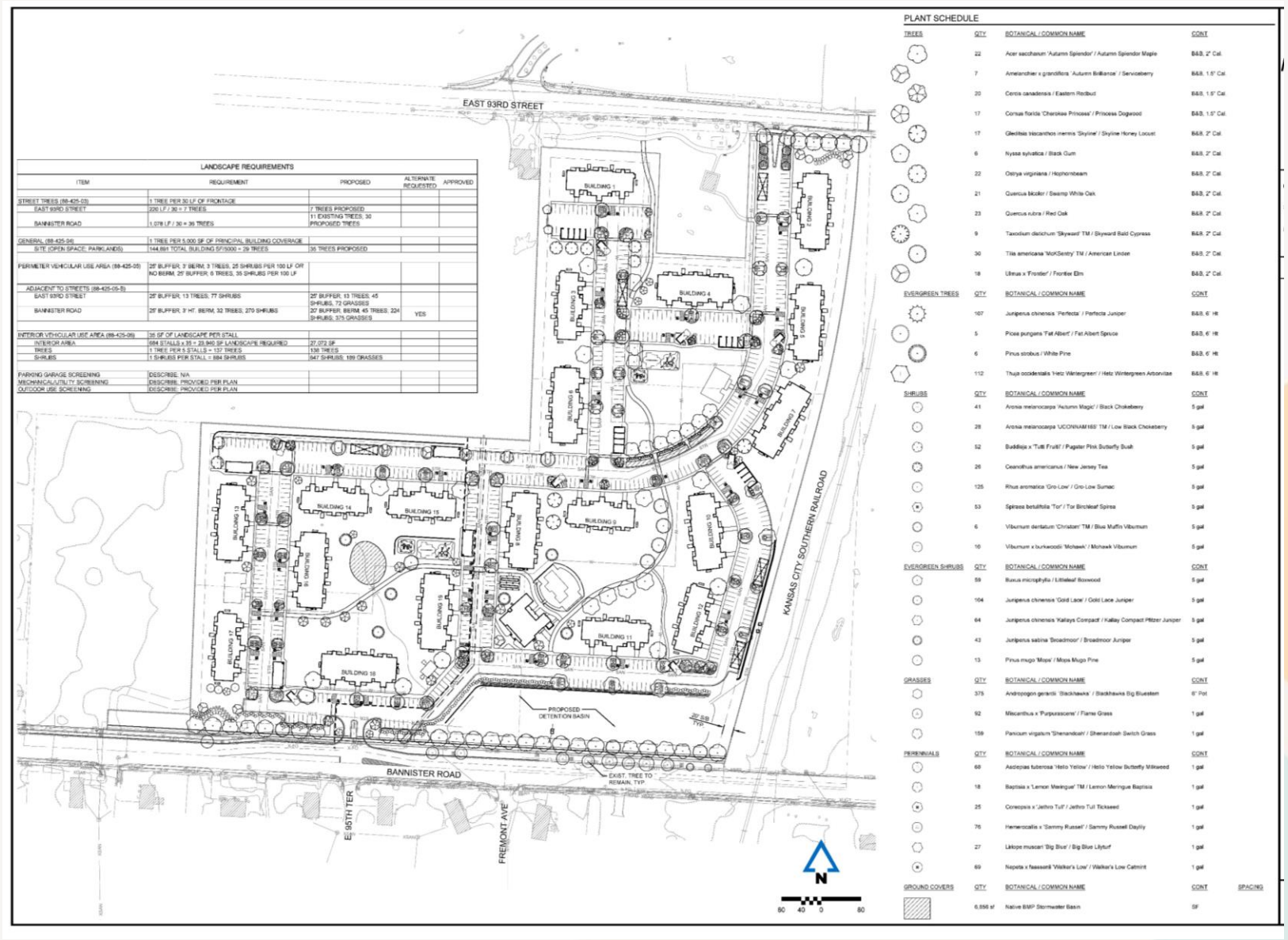
PEDCOR COMPANIES



6601 E 93rd Street



UR Development Plan – Site Plan



LANDSCAPE REQUIREMENTS

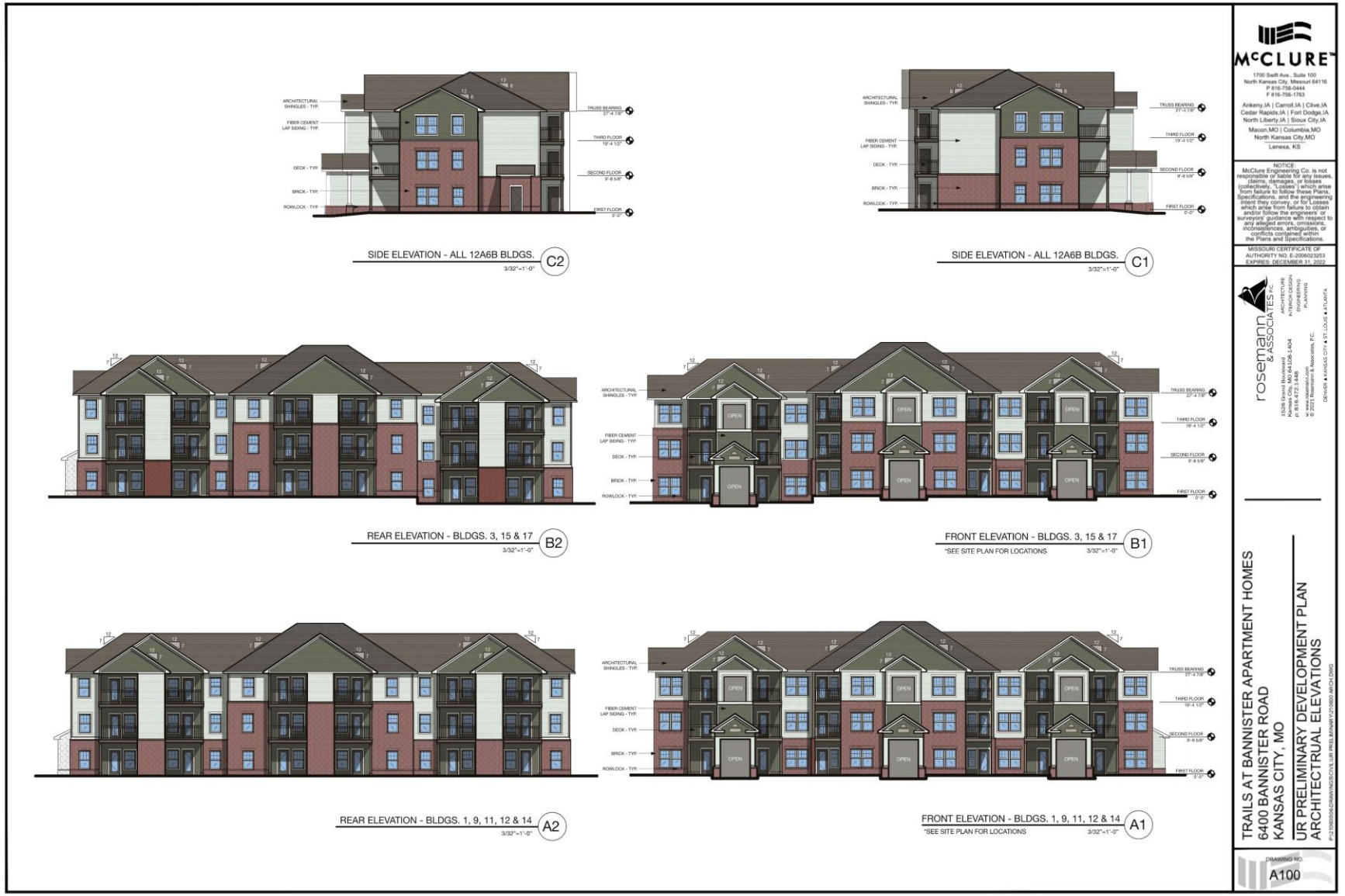
ITEM	REQUIREMENT	PROPOSED	ALTERNATE REQUESTED	APPROVED
STREET TREES (88-425-03)	1 TREE PER 30 LF OF FRONTAGE			
EAST 93RD STREET	220 LF / 30 = 7 TREES	7 TREES PROPOSED		
BANNISTER ROAD	1,078 LF / 30 = 36 TREES	11 EXISTING TREES, 30 PROPOSED TREES		
GENERAL (88-425-04)	1 TREE PER 5,000 SF OF PRINCIPAL BUILDING COVERAGE			
SITE (OPEN SPACE, PARKLANDS)	144,691 TOTAL BUILDING SF/5000 = 29 TREES	35 TREES PROPOSED		
PERIMETER VEHICULAR USE AREA (88-425-05)	25' BUFFER, 3' BERM, 3 TREES, 25 SHRUBS PER 100 LF OR NO BERM, 25' BUFFER, 6 TREES, 35 SHRUBS PER 100 LF			
ADJACENT TO STREETS (88-425-05-B)				
EAST 93RD STREET	25' BUFFER, 13 TREES, 77 SHRUBS	25' BUFFER, 13 TREES, 45 SHRUBS, 72 GRASSES		
BANNISTER ROAD	25' BUFFER, 3' HT. BERM, 32 TREES, 270 SHRUBS	20' BUFFER, BERM, 45 TREES, 224 SHRUBS, 375 GRASSES	YES	
INTERIOR VEHICULAR USE AREA (88-425-06)	35 SF OF LANDSCAPE PER STALL			
INTERIOR AREA	684 STALLS x 35 = 23,940 SF LANDSCAPE REQUIRED	27,072 SF		
TREES	1 TREE PER 5 STALLS = 137 TREES	138 TREES		
SHRUBS	1 SHRUBS PER STALL = 684 SHRUBS	647 SHRUBS, 189 GRASSES		
PARKING GARAGE SCREENING	DESCRIBE, N/A			
MECHANICAL/UTILITY SCREENING	DESCRIBE, PROVIDED PER PLAN			
OUTDOOR USE SCREENING	DESCRIBE, PROVIDED PER PLAN			

PLANT SCHEDULE

TREES	QTY	BOTANICAL / COMMON NAME	CONT
	22	Acer saccharum 'Autumn Splendor' / Autumn Splendor Maple	B&B, 2" Cal.
	7	Amelanchier x grandiflora 'Autumn Brilliance' / Serviceberry	B&B, 1.5" Cal.
	20	Cercis canadensis / Eastern Redbud	B&B, 1.5" Cal.
	17	Cornus florida 'Cherokee Princess' / Princess Dogwood	B&B, 1.5" Cal.
	17	Gleditsia triacanthos inermis 'Skyline' / Skyline Honey Locust	B&B, 2" Cal.
	6	Nyssa sylvatica / Black Gum	B&B, 2" Cal.
	22	Ostrya virginiana / Hophornbeam	B&B, 2" Cal.
	21	Quercus bicolor / Swamp White Oak	B&B, 2" Cal.
	23	Quercus rubra / Red Oak	B&B, 2" Cal.
	9	Taxodium distichum 'Skyward' TM / Skyward Bald Cypress	B&B, 2" Cal.
	30	Tilia americana 'McKSentry' TM / American Linden	B&B, 2" Cal.
	18	Ulmus x 'Frontier' / Frontier Elm	B&B, 2" Cal.
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	CONT
	107	Juniperus chinensis 'Perfecta' / Perfecta Juniper	B&B, 6' Ht
	5	Picea pungens 'Fat Albert' / Fat Albert Spruce	B&B, 6' Ht
	6	Pinus strobus / White Pine	B&B, 6' Ht
	112	Thuja occidentalis 'Hetz Wintergreen' / Hetz Wintergreen Arborvitae	B&B, 6' Ht
SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT
	41	Aronia melanocarpa 'Autumn Magic' / Black Chokeberry	5 gal
	28	Aronia melanocarpa 'UCONNAM165' TM / Low Black Chokeberry	5 gal
	52	Buddleja x 'Tutti Frutti' / Pugster Pink Butterfly Bush	5 gal
	26	Ceanothus americanus / New Jersey Tea	5 gal
	125	Rhus aromatica 'Gro-Low' / Gro-Low Sumac	5 gal
	53	Spiraea betulifolia 'Tor' / Tor Birchleaf Spirea	5 gal
	6	Viburnum dentatum 'Christam' TM / Blue Muffin Viburnum	5 gal
	16	Viburnum x burkwoodii 'Mohawk' / Mohawk Viburnum	5 gal
EVERGREEN SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT
	59	Buxus microphylla / Littleleaf Boxwood	5 gal
	104	Juniperus chinensis 'Gold Lace' / Gold Lace Juniper	5 gal
	64	Juniperus chinensis 'Kallays Compact' / Kallay Compact Pfitzer Juniper	5 gal
	43	Juniperus sabina 'Broadmoor' / Broadmoor Juniper	5 gal
	13	Pinus mugo 'Mops' / Mops Mugo Pine	5 gal
GRASSES	QTY	BOTANICAL / COMMON NAME	CONT
	375	Andropogon gerardii 'Blackhawks' / Blackhawks Big Bluestem	6" Pot
	92	Miscanthus x 'Purpurascens' / Flame Grass	1 gal
	159	Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass	1 gal
PERENNIALS	QTY	BOTANICAL / COMMON NAME	CONT
	68	Asclepias tuberosa 'Hello Yellow' / Hello Yellow Butterfly Milkweed	1 gal
	18	Baptisia x 'Lemon Meringue' TM / Lemon Meringue Baptisia	1 gal
	25	Coreopsis x 'Jethro Tull' / Jethro Tull Tickseed	1 gal
	76	Hemerocallis x 'Sammy Russell' / Sammy Russell Daylily	1 gal
	27	Liriope muscari 'Big Blue' / Big Blue Lilyturf	1 gal
	69	Nepeta x faassenii 'Walker's Low' / Walker's Low Catmint	1 gal
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	SPACING
	6,956 sf	Native BMP Stormwater Basin	SF	

PEDCOR COMPANIES

UR Development Plan – Elevations



UR Development Plan – Elevations



UR Development Plan – Elevations



Rent Structure

Unit Size	Max Rent Plus Utilities
1 Bedroom	$1,089
2 Bedroom	$1,308
3 Bedroom	$1,510

Family Size	2022 Income Limits	
	60% AMI	Full-Time Hourly Equivalent
1	$40,680	$19.56
2	$46,500	$22.36
3	$52,320	$25.15
4	$58,080	$27.92
5	$62,760	$30.17
6	$67,380	$32.39

Kansas City, MO Median Income $33,215
(2020 Census)



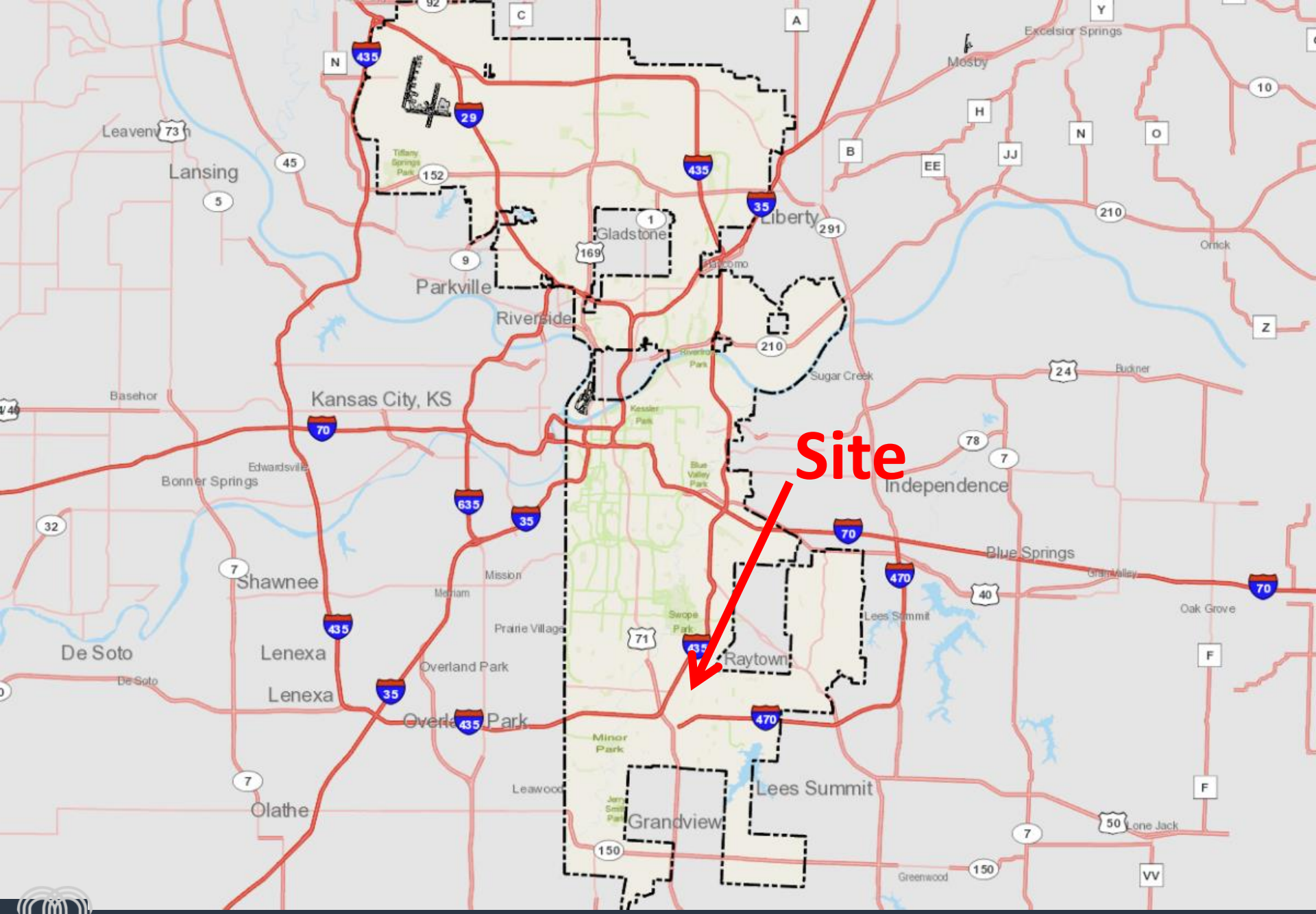
PEDCOR COMPANIES

Docket #12

Case No. CD-CPC-2022-00098

6200 E. Bannister Road
The Trails at Bannister

Rezoning to UR
Development Plan (Residential) & Preliminary Plat



KANSAS CITY Planning & Dev

Case No. CD-CPC-2022-00098



KANSAS CITY Planning & Dev

Case No. CD-CPC-2022-00098



KANSAS CITY Planning & Dev

Case No. CD-CPC-2022-00098



View looking north from Bannister

KANSAS CITY Planning & Dev

Case No. CD-CPC-2022-00098



View looking northwest from Bannister

KANSAS CITY Planning & Dev

Case No. CD-CPC-2022-00098



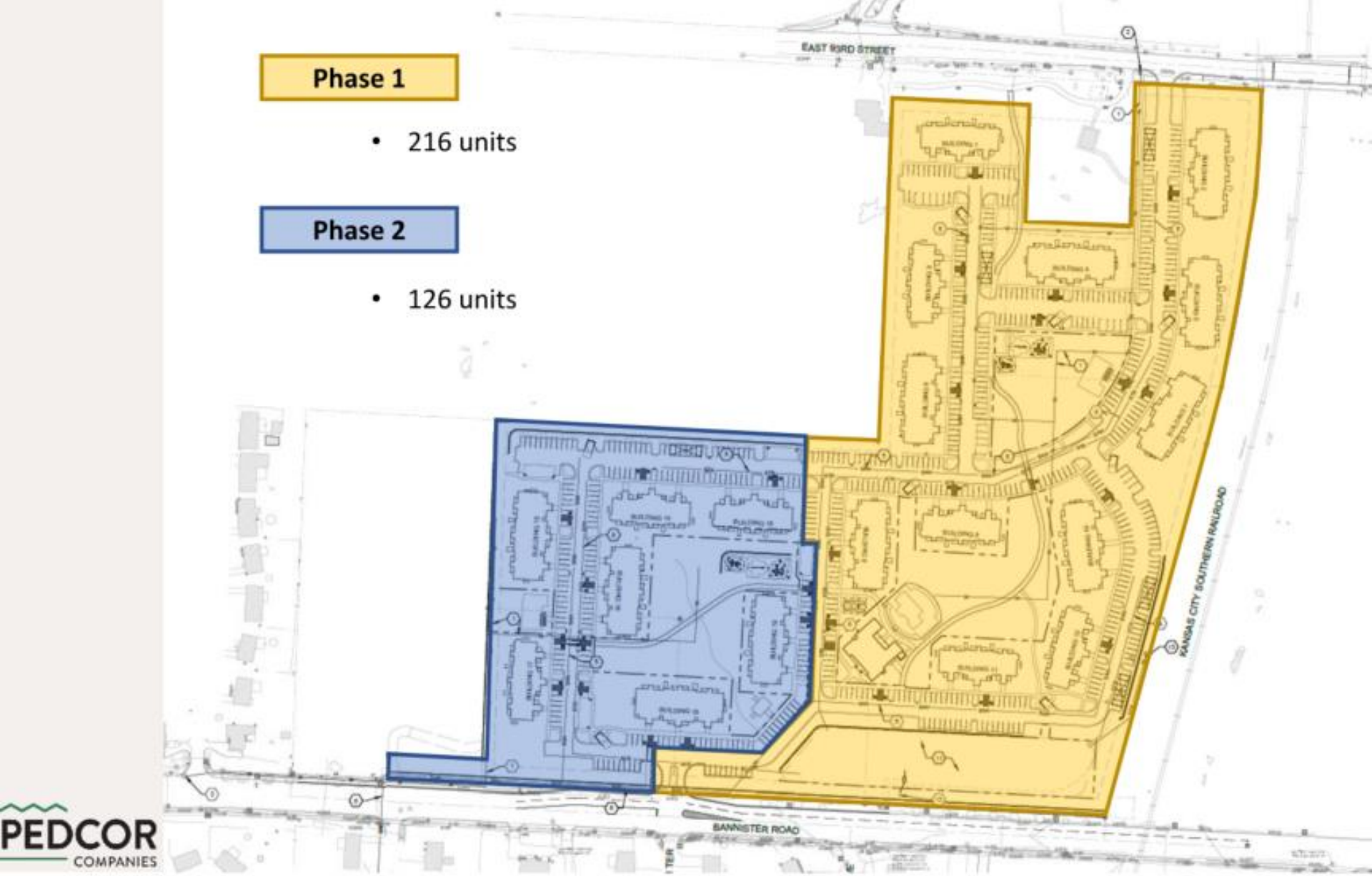
View looking southwest from E. 93rd Street

KANSAS CITY Planning & Dev

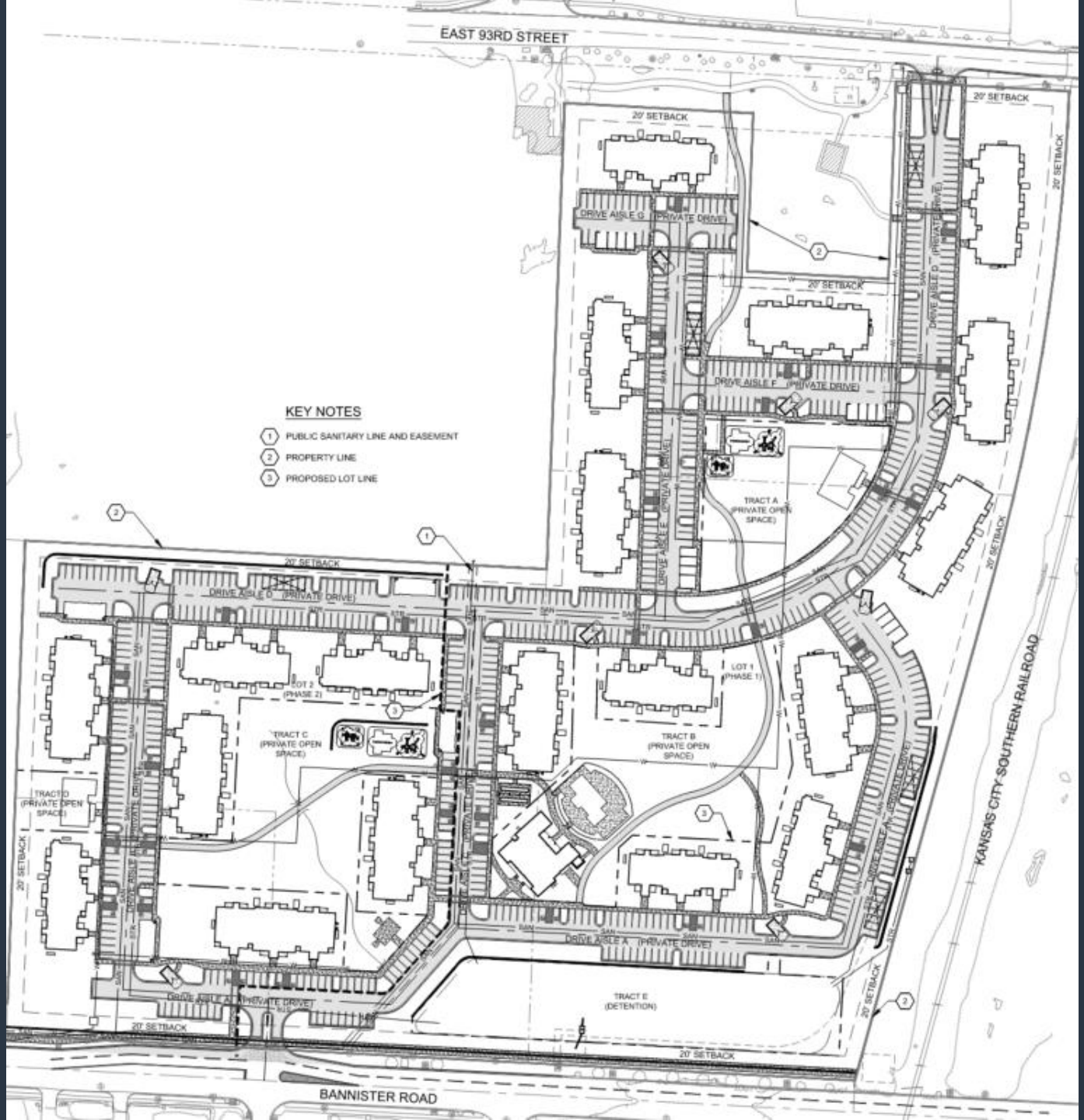
Case No. CD-CPC-2022-00098



View looking east-southeast from E. 93rd Street

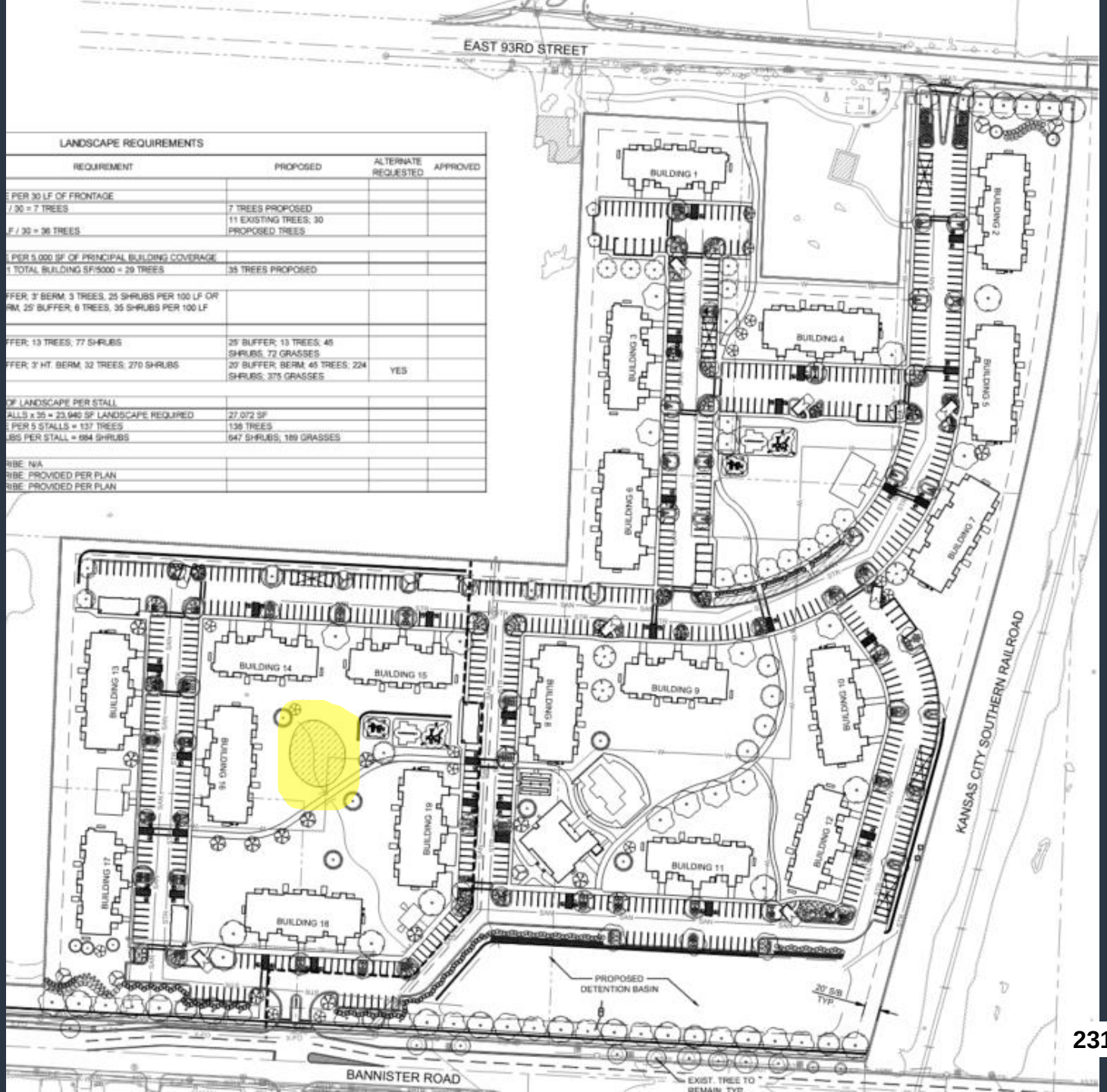

Phase 1
• 216 units
Phase 2
• 126 units
EAST 93RD STREET
BANNISTER ROAD
KANSAS CITY SOUTHERN RAILROAD
PEDCOR
COMPANIES

Site Plan



KANSAS CITY Planning & Dev

Landscape Plan



LANDSCAPE REQUIREMENTS

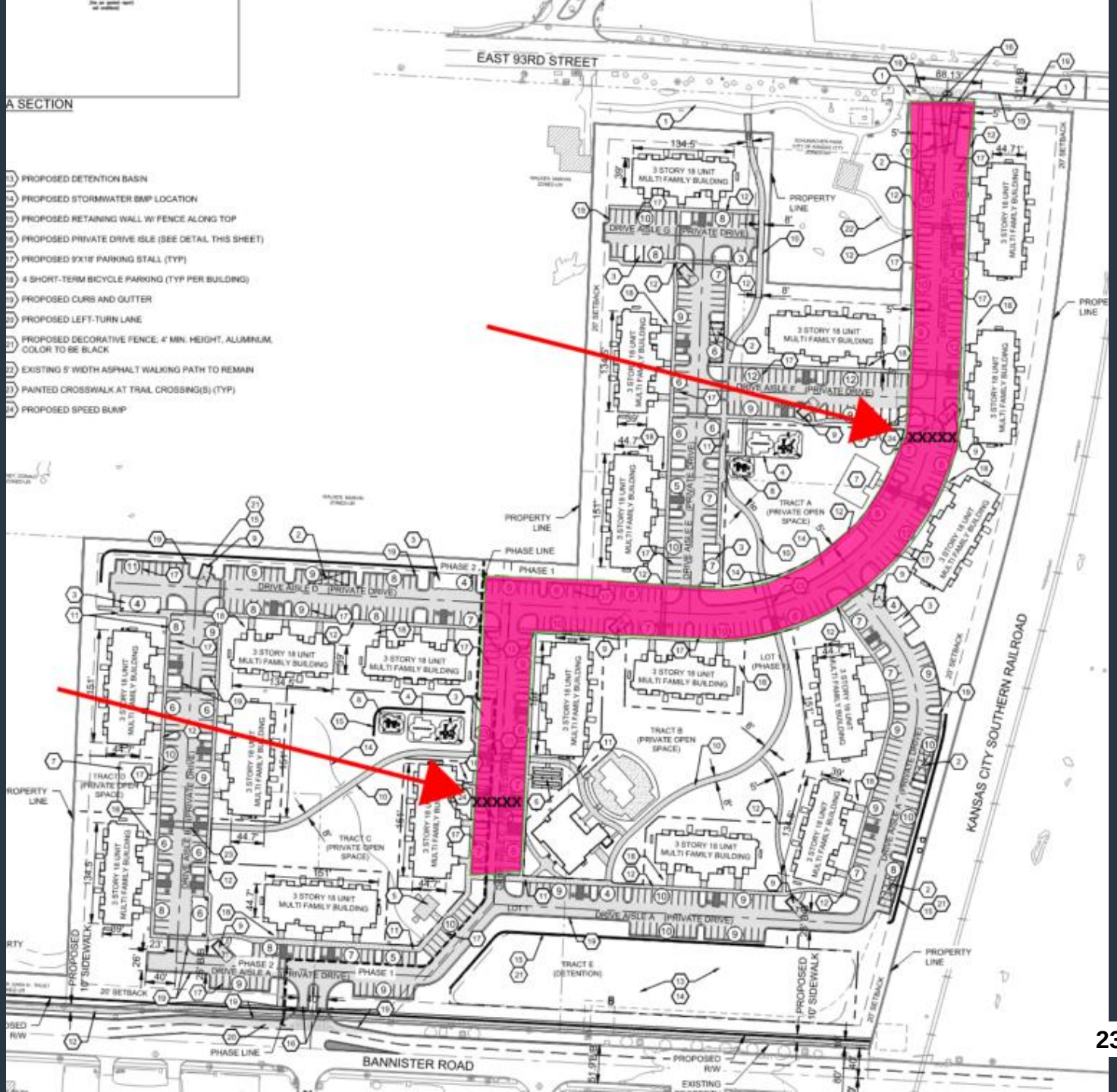
REQUIREMENT	PROPOSED	ALTERNATE REQUESTED	APPROVED
E PER 30 LF OF FRONTAGE			
/ 30 = 7 TREES	7 TREES PROPOSED		
LF / 30 = 36 TREES	11 EXISTING TREES; 30 PROPOSED TREES		
PER 5,000 SF OF PRINCIPAL BUILDING COVERAGE			
TOTAL BUILDING SF/5000 = 29 TREES	35 TREES PROPOSED		
FFER; 3' BERM, 3 TREES, 25 SHRUBS PER 100 LF OR RM, 25' BUFFER, 6 TREES, 35 SHRUBS PER 100 LF			
FFER; 13 TREES; 77 SHRUBS	25' BUFFER; 13 TREES; 45 SHRUBS; 72 GRASSES		
FFER; 3' HT. BERM; 32 TREES; 270 SHRUBS	20' BUFFER; BERM; 45 TREES; 224 SHRUBS; 375 GRASSES	YES	
OF LANDSCAPE PER STALL			
ALLS x 35 = 23,940 SF LANDSCAPE REQUIRED	27,072 SF		
E PER 5 STALLS = 137 TREES	138 TREES		
UBS PER STALL = 684 SHRUBS	647 SHRUBS; 189 GRASSES		
RIBE: N/A			
RIBE: PROVIDED PER PLAN			
RIBE: PROVIDED PER PLAN			

KANSAS CITY
Planning & Dev


ARCHITECTURAL SHINGLES - TYP.
FIBER CEMENT LAP SIDING - TYP.
DECK - TYP.
BRICK - TYP.
ROWLOCK - TYP.
OPEN
OPEN
OPEN
OPEN
OPEN
OPEN
TRUSS BEARING 27'-4 7/8"
THIRD FLOOR 19'-4 1/2"
SECOND FLOOR 9'-8 5/8"
FIRST FLOOR 0'-0"



Pedestrian Safety



KANSAS CITY Planning & Dev

Staff is seeking the removal of condition #7

Revise plans to show raised pedestrian crossing at building #7 and between buildings #19 and #8 (88-450-03-C) prior to ordinance request.

The applicant stated that they cannot provide a raised pedestrian crossing due to accessible parking being in the area, the developer will install speed bumps near the two locations.

Pedestrian standards will be reviewed with each final plan for Phase I and Phase II

Staff is seeking a change to condition #8

. The developer shall coordinate with Public Works to resolve all traffic safety related corrections along Bannister Road prior to ordinance request.

The condition shall read:

. The developer shall coordinate with Public Works to resolve all traffic safety related corrections along Bannister Road prior to final certificate of occupancy.

Staff Recommendation:

Case No. CD-CPC-2022-00098

Approval with Conditions

KANSAS CITY
Planning & Dev

File #: 260665

ORDINANCE NO. 260665

Sponsor: Mayor Quinton Lucas

Authorizing the City Manager to execute an Airport Agreement for use of Kansas City International Airport ("KCI"), Kansas City Downtown Airport–Wheeler Field ("MKC") facilities, and ancillary services for the FIFA Women's World Cup 2031; stating the Council's intent to provide funding for certain City airport related services in connection with the 2031 FIFA Women's World Cup 2031; and directing the City Manager to include funding for required City services in the 2028-29 and 2029-30 annual budgets.

WHEREAS, the official Host City selection process is highly competitive and considers various factors such as city profile, airport, stadiums, training facilities, local transportation, hotels, and other infrastructure; and

WHEREAS, in order to be selected as a Host City, in addition to the Host City Agreement, the City is required to submit an offer in an Airport Agreement for KCI to be used in connection to the FIFA Women's World Cup 2031; and

WHEREAS, hosting games for the FIFA Women's World Cup 2031 and the related activities will result in a world-wide focus upon Kansas City; and

WHEREAS, the Council believes that the financial and other benefits to be obtained by the City greatly exceed the anticipated costs of providing services at KCI for the FIFA Women's World Cup 2031 and related events; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to negotiate and execute an Airport Agreement for use of KCI, MKC, and ancillary services for the FIFA Women's World Cup 2031 and related events. The City Manager is authorized to modify the agreement to meet any Federal Aviation Administration requirements.

Section 2. That the Council hereby expresses its intent to provide the necessary funds to provide services at KCI to support the FIFA Women's World Cup 2031 games that will be played in Kansas City and all related events and activities.

Section 3. That the Council hereby directs the City Manager to include, in the submitted budget for fiscal years 2028-29 and 2029-30, the necessary funding to provide services at KCI,

MKC, and all other related contractual obligations contained in the Airport Agreement to support the FIFA Women's World Cup 2031 games that will be played in Kansas City and all related events and activities.

..end

Approved as to form:

Nelson V. Munoz
Deputy City Attorney

NO DOCKET

MEMO

PROVIDED

FOR 260665

File #: 260666

RESOLUTION NO. 260666

Sponsor: Councilmember Melissa Robinson

RESOLUTION - Directing the City Manager to work with the Economic Development Corporation of Kansas City, Missouri, to prepare and present within 90 days a proposed City-initiated proactive tax increment financing plan for Prospect Avenue between East 9th Street and East Gregory Boulevard; and directing the City Manager to identify and apply for other available funding to support economic development and redevelopment within that area.

WHEREAS, the City Council, by Resolution No. 250148, approved the ProspectUS Equitable Transit Oriented Development Strategic Plan as a strategic redevelopment and implementation framework along the Prospect Avenue Corridor between 75th Street to the south and 12th Street to the north, along 12th Street between Prospect Avenue to the east and Wyandotte Street to the west, and within areas generally located one-half mile from the described corridors; and

WHEREAS, Prospect Avenue has long served as an important commercial, residential, and transportation corridor in Kansas City; and

WHEREAS, the City recognizes the importance of preserving and strengthening the neighborhoods, businesses, housing, public infrastructure, and community assets located along Prospect Avenue; and

WHEREAS, although the ProspectUS Equitable Transit Oriented Development Strategic Plan addresses a broader geographic corridor, the City Council desires that the evaluation and funding efforts directed by this resolution be limited to Prospect Avenue and properties located directly along Prospect Avenue between East 9th Street and East Gregory Boulevard; and

WHEREAS, concentrating redevelopment resources along Prospect Avenue itself may promote coordinated and visible reinvestment along the principal commercial and transportation spine of the surrounding neighborhoods; and

WHEREAS, a City-initiated proactive tax increment financing plan may provide a mechanism to support eligible public improvements, redevelopment activities, neighborhood stabilization efforts, and economic development within the defined area; and

WHEREAS, tax increment financing matters for the City are administered through the Economic Development Corporation of Kansas City ("EDCKC"); and

WHEREAS, federal, state, local, private, philanthropic, and other funding sources may also be available to support economic development, redevelopment, public improvements, housing, blight remediation, and neighborhood stabilization along Prospect Avenue; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby directed to work with the Economic Development Corporation of Kansas City, Missouri, to prepare and present within 90 days a proposed City-initiated proactive tax increment financing plan for Prospect Avenue between East 9th Street and East Gregory Boulevard to support economic development and redevelopment within that area.

Section 2. That the City Manager is hereby directed, through the Public Works Department, City Planning and Development Department, Housing and Community Development Department, Neighborhood Services Department, and any other appropriate City departments, to identify and apply for available federal, state, local, or private funding that may be used to support economic development, redevelopment, public improvements, housing, blight remediation, neighborhood stabilization, and related activities in the area consisting of Prospect Avenue and parcels directly fronting Prospect Avenue between East 9th Street and East Gregory Boulevard.

..end

City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution#: 260666
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in Administrative Regulation (AR) 4-1.

Executive Summary

Directing the City Manager to work with the Economic Development Corporation of Kansas City, Missouri, to prepare and present within 90 days a proposed City-initiated proactive tax increment financing plan for Prospect Avenue between East 9th Street and East Gregory Boulevard; and directing the City Manager to identify and apply for other available funding to support economic development and redevelopment within that area.

Discussion

The City Council, by Resolution No. 250148, approved the ProspectUS Equitable Transit Oriented Development Strategic Plan as a strategic redevelopment and implementation framework along the Prospect Avenue Corridor between 75th Street to the south and 12th Street to the north, along 12th Street between Prospect Avenue to the east and Wyandotte Street to the west, and within areas generally located one-half mile from the described corridors.

Prospect Avenue has long served as an important commercial, residential, and transportation corridor in Kansas City. The City recognizes the importance of preserving and strengthening the neighborhoods, businesses, housing, public infrastructure, and community assets located along Prospect Avenue. Although the ProspectUS Equitable Transit Oriented Development Strategic Plan addresses a broader geographic corridor, the City Council desires that the evaluation and funding efforts directed by this resolution be limited to Prospect Avenue and properties located directly along Prospect Avenue between East 9th Street and East Gregory Boulevard.

Concentrating redevelopment resources along Prospect Avenue itself may promote coordinated and visible reinvestment along the principal commercial and transportation spine of the surrounding neighborhoods. A City-initiated proactive tax increment financing plan may provide a mechanism to support eligible public

improvements, redevelopment activities, neighborhood stabilization efforts, and economic development within the defined area. Tax increment financing matters for the City are administered through the Economic Development Corporation of Kansas City ("EDCKC"). Federal, state, local, private, philanthropic, and other funding sources may also be available to support economic development, redevelopment, public improvements, housing, blight remediation, and neighborhood stabilization along Prospect Avenue.

Fiscal Impact

1. Is this legislation included in the adopted budget? ☐ Yes ☒ No

2. What is the funding source?
   This legislation does not appropriate funds

3. How does the legislation affect the current fiscal year?
   This legislation does not appropriate funds

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   N/A

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   n/A

Office of Management and Budget Review
(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. ☐ Yes ☒ No

2. This fund has a structural imbalance. ☐ Yes ☒ No

3. Account string has been verified/confirmed. ☐ Yes ☒ No

Additional Discussion (if needed)
This legislation does not appropriate funds

Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

2. Which CWBP goal is most impacted by this legislation?
   Inclusive Growth and Development (Press tab after selecting.)

3. Which objectives are impacted by this legislation (select all that apply):

   ☒ Develop strategies focusing on areas traditionally underserved by economic development and redevelopment efforts.
   ☒ Ensure quality, lasting development throughout the City; and continuing to grow the economy and the population of Kansas City in all areas.
   ☒ Increase and support local workforce development and small and locally owned businesses.
   ☐ Create a more efficient, solutions-oriented environment, making it easier to operate within the City.
   ☒ Implement an economic development and tourism strategy to attract major investment and visitors.
   ☐

Prior Legislation

Res 250148

Service Level Impacts

To be determined

Staff Recommendation

Click or tap here to enter department.

Select One: ☐ Sponsored
☒ Directive: Res/Ord # Click to enter Res/Ord. No.

Select One: ☐ Recommend
☐ Do Not Recommend
☒ Not Applicable

Click or tap here to provide reasoning.

Other Impacts

1. What will be the potential health impacts to any affected groups?
   Unknown, to be determined

2. How have those groups been engaged and involved in the development of this ordinance?
   Engagement will come at a later date

3. How does this legislation contribute to a sustainable Kansas City?
   A City-initiated proactive tax increment financing plan may provide a mechanism to support eligible public improvements, redevelopment activities, neighborhood stabilization efforts, and economic development within the defined area

4. Does this legislation create or preserve new housing units?
   No (Press tab after selecting)

   TBD
   Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

   No - CREO's review is not applicable (Press tab after selecting)
   Please provide reasoning why not:
   Click or tap here to enter text.

6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

   No(Press tab after selecting)

   Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?
   No(Press tab after selecting)

Docusign Envelope ID: 4153987E-80DB-8601-8135-47B525BED4F0

Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Nondiscrimination & Equal Opportunity Review Form

Date: 6/5/26
Form Prepared By: Ashley Wise

Contract/Project Number: NA	Project Name: KC Friends of Alvin Ailey
Developer/Prime: NA	Contact Information: ashley.wise@kcmo.org
Final Contract Value: $35,871.24	Project Manager: Ashley Wise

Funding:	☐ City	☐ State	☐ Federal	☐ CO-OP	☐ Grant:	☐ Other:
Project Requirements:	☐ M/WBE	☐ DBE	☐ Section 3	☐ N/A		
Tax Incentive:	☐ LCRA	☐ TIF	☐ PIEA	☐ Ch. 100	☐ Other:	☑ N/A
Prevailing Wage:	☐ Yes	☐ No				
Davis-Bacon:	☐ Yes	☐ No				

Construction Employment Program:
☐ Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is $300,000 or more.
☐ No: Workforce hours are less than 800 and project cost is less than $300,000.

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: x	Ch. 38: x
RSMo 213: NA	Title VI: NA
MWDBE: NA	Prevailing Wage and Labor Standards: NA
SLBE: NA	RSMo 34 Anti-Discrimination Against Israel: NA

Contract Type:

☐ Construction	☐ Design-Build	☐ Design Professional	☐ Professional Services
☑ General Service	☐ Concession	☐ Other Goods & Services	☐ Non-Municipal Agency
☐ Co-Operative	☐ Revenue Sharing	☐ Facilities Maintenance/Repair/Renovation	

☑ Other: Lease agreement

Additional Information:

Authorizing the Director of General Services to execute a 1year lease agreement with 2 options to renew for 1 year each, (3 total years) with KC Friends of Alvin Ailey located at 1714 E. 18th St in Historical Vine District. This is a renewal lease agreement.

This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).

FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:

The Document is:

☒ Approved	☐ Disapproved

Changes Needed:

Federal Provisions Included:

☐ Approved	☐ Disapproved	☒ Not Applicable

CREO Signature: DocuSigned by: CDBE6A49076D4B6... Date: 6/18/2026

Comments: