

**Qualifications Analysis:  
25 Campbell PIEA Planning Area  
Kansas City, Missouri**

**PREPARED FOR:**

PLANNED INDUSTRIAL EXPANSION AUTHORITY  
300 WYANDOTTE, SUITE 400  
KANSAS CITY, MISSOURI 64105

**PREPARED BY:**

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**PREPARED:**

NOVEMBER 12, 2025

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## **EXECUTIVE SUMMARY**

Development Initiatives has reviewed the Planned Industrial Expansion Law and its applicability to the proposed 25 Campbell PIEA Area. Development Initiatives is of the opinion that the conditions present in the proposed 25 Campbell PIEA Area supports a finding that such area qualifies as an Undeveloped Industrial Area under the Planned Industrial Expansion Law.

The Development Initiatives staff completing this analysis is a member of the American Planning Association (APA). Furthermore, staff holds an “American Institute of Certified Planner (AICP)” designation through the APA.

## **INTRODUCTION**

In order to qualify an area within the City of Kansas City, Missouri for use of the Planned Industrial Expansion Law and its available incentives for redevelopment, the identified area must be shown to be one of the following: 1) a “blighted area”; 2) an “insanitary area”; or 3) an “Undeveloped industrial area”. It should be noted that unlike a blight analysis, the analysis of an “Undeveloped Industrial Area” does not require a majority of the factors to be present.

The purpose of this work is to determine if the proposed 25 Campbell PIEA Area (the “Planning Area”, or “Redevelopment Area” or “Area”) qualifies as a “Undeveloped industrial area” in need of industrial development”, a requirement of establishing a general Planning Area under Chapter 100 of the Missouri Revised Statutes.

The 25 Campbell PIEA Planning Area contains approximately 2.32 acres or 101,103 square feet (net of public right-of-way).

The Qualifications Analysis includes a detailed analysis of site, building, and public improvement deterioration. Qualifying conditions throughout the study area were identified and analyzed to produce a chart showing the qualifying conditions present in the study area.

Data was collected to document physical conditions within the categories of blight, insanitary area, and undeveloped industrial area set out in the state statute. Pertinent Geographic Information Systems (GIS) data was obtained through the City of Kansas City, Missouri and Jackson County, Missouri. Additional supplemental information was obtained through various reports and studies prepared or commissioned by the City.

Multiple site inspections of the proposed Planning Area were completed in October 2025. The effective date of this analysis is November 12, 2025.

**DEFINITION OF CRITERIA**

Chapter 100 of the Missouri Revised Statutes entitled Industrial Development allows for the creation of “The Planned Industrial Expansion Authority” within a city and empowers the authority to submit general redevelopment plans to the city. However, “an authority shall not prepare a plan for a project area unless the governing body of the city has declared, by resolution or ordinance, the area to be blighted, Insanitary or undeveloped industrial area in need of industrial development” (RSMo Ch. 100.400.1 (2)).

Chapter 100 provides the following definitions for a blighted area, insanitary area, or undeveloped industrial area:

- “Blighted Area” shall mean an area which by reason of predominance of defective, or inadequate street layout, insanitary or unsafe conditions, deterioration of the site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life, or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations, or constitutes an economic or social liability, or a menace to public health, safety, morals or welfare in its present condition and use. (RSMo Sec. 100.310 (2)).

However, the above definition of a “blighted area” has been changed and the new standardized “blight” definition is as follows:

RSMo Section 99.805 (1)

“Blighted Area,” an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety or welfare in its present condition and use;

- “Insanitary Area” shall mean an area in which there is a predominance of buildings and improvements which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open space, high density of population and overcrowding of buildings, overcrowding of land, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality,

juvenile delinquency and crimes, or constitutes an economic or social liability and is detrimental to the public health, morals, or welfare. (RSMo Sec. 100.310 (11)).

- “Undeveloped Industrial Area” shall mean any area which by reason of defective and inadequate street layout or location physical improvements, obsolescence and inadequate subdivision and platting contains vacant parcels of land not used economically; contains old, decaying, obsolete buildings, plants, structures; contains buildings, plants and structures whose operation is not economically feasible; contains intermittent commercial and industrial structures in a primarily industrial area; or contains insufficient space for the expansion and efficient use of land for industrial plants amounting to conditions which retard economic or social growth, or economic wastes and social liabilities and represent an inability to pay reasonable taxes to the detriment and injury to the public health, safety, morals and welfare. (RSMo Sec. 100.310 (18)).

## **CHAPTER 100 REDEVELOPMENT PROVISIONS**

### **Underdeveloped Industrial Area Prevention**

The authority is empowered to take actions deemed “necessary to prevent a recurrence of blighted, insanitary, underdeveloped industrial areas or effectuate the purposes of this law” (RSMo Sec. 100.390 (4)).

### **Tax Abatement**

RSMo Sec. 100.570 provides for the ad valorem tax exemption benefit contained in Chapter 353 of RSMo (The Urban Redevelopment Corporation Law) to be made available to any redevelopment corporation on lands and improvements situated within the project area provided the governing body grants approval by a three-fourths vote. Upon compliance with Chapter 353 requirements, real property of urban redevelopment corporations shall not be subject to assessment or payment of general ad valorem taxes imposed by the city, state, or any political subdivision, for a period not in excess of 10 years after the date upon which the corporation becomes owner of the real property, except taxes may be collected on the assessed valuation of the land, exclusive of improvements, for the calendar year preceding the corporation’s ownership. Such land assessment may not be increased during the 10-year period.

After completion of the initial 10-year abatement, for an ensuing period not in excess of 15 years, ad valorem taxes shall be based upon an assessment not to exceed 50% of the true value of the real property including any improvements. After a period not totaling more than 25 years, the real property shall be subject to assessment and payment of all ad valorem taxes based upon the full true value of the real property.

**Eminent Domain**

RSMo Ch. 100.420.1 provides authorities with the power of eminent domain:

An Authority shall have the right to acquire by the exercise of eminent domain any real property which it may deem necessary for a project or for its purposes under this law after the adoption by it of a resolution declaring the acquisition of the real property described therein is necessary for such purposes.

**Bond Issuance**

RSMo Ch. 100.430 provides authorities with the power to issue bonds:

- (1) An authority shall have power to issue bonds from time to time in its discretion for any of its corporate purposes including the payment of principal and interest upon any advances for surveys and plans for projects.
- (2) An authority shall also have power to issue refunding bonds for the purposes of paying or retiring or in exchange for bonds previously issued by it.

**Property Data**

The proposed 25 Campbell PIEA Planning Area (the “Planning Area”) lies within the Longfellow Neighborhood of Kansas City, Missouri. The Planning Area is generally located within an area that has historically been a developed mix of commercial, institutional and residential uses. The Planning Area is depicted in the following map images.



Figure 1 – Approximate 25 Campbell PIEA Planning Area. Map courtesy Google Maps.

The Planning Area is composed of property located in multiple parcels of publicly owned land. Ownership is vested in two (2) entities. All subject parcels are identified by the City of Kansas City and the Jackson County Assessor's office. A complete listing of parcels, and legal description and property addresses is included in Exhibit A.

**Plan Area**

As mentioned, the Planning Area is composed of property which spans multiple property parcels. The Planning Area contains approximately 101,103 square feet, or 2.32 acres of property, not including public rights of way.

**Topography**

The topography of the Planning Area slopes gradually southeast to northwest approximately twenty (20) feet.



Figure 2 - Topographic Map.

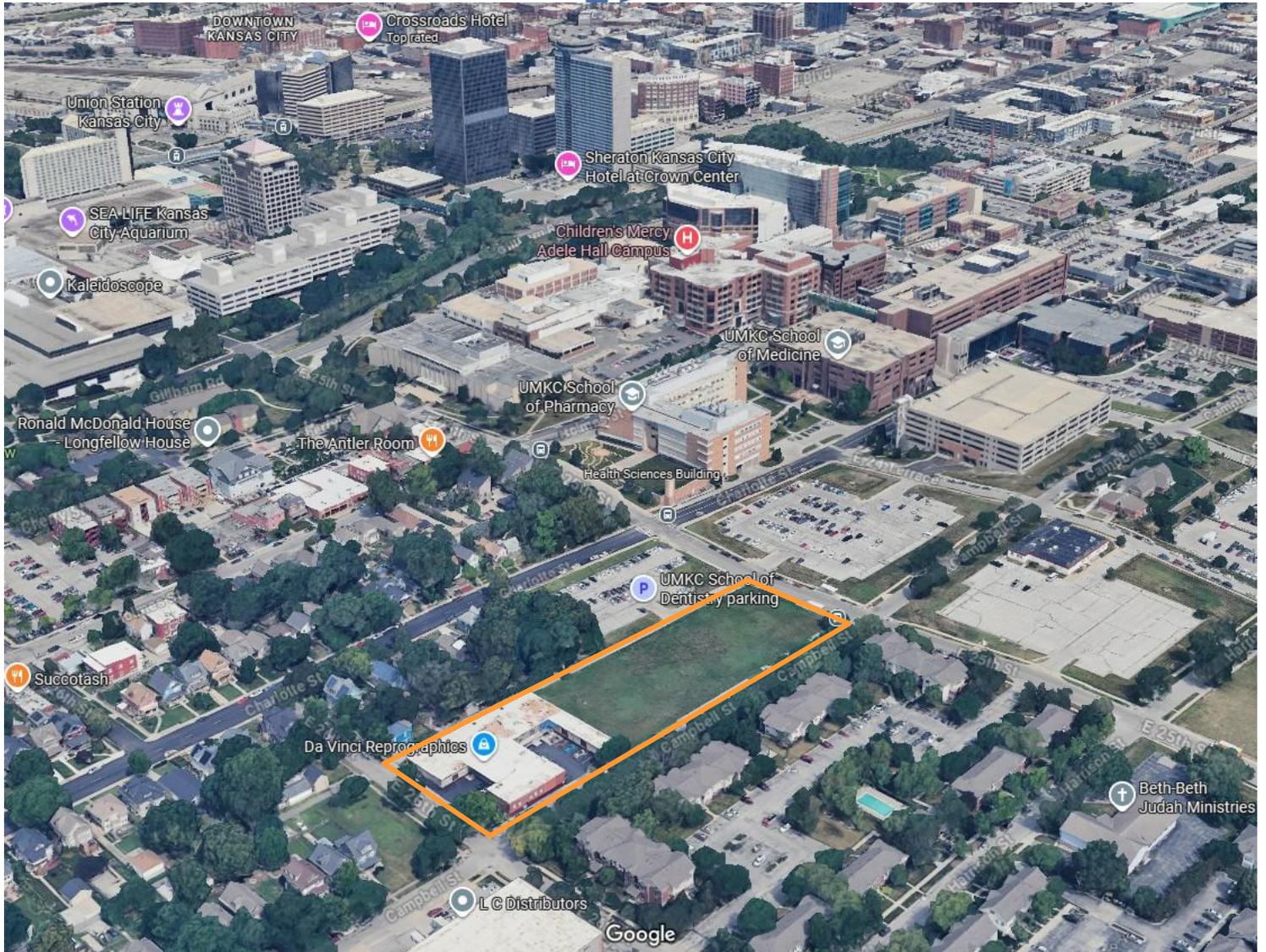


Figure 3 - Aerial Perspective, looking northwest. Courtesy Google Maps.

**Flood Zone Information**

No portions of the Planning Area are currently located within a flood impact zone as defined by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map identified on the following Map No.: 29095C0254G bearing on effective date of January 20, 2017.

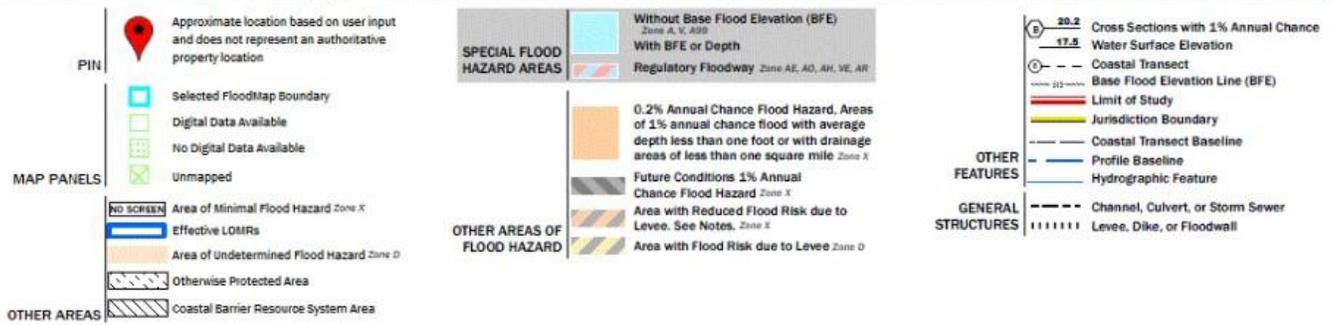
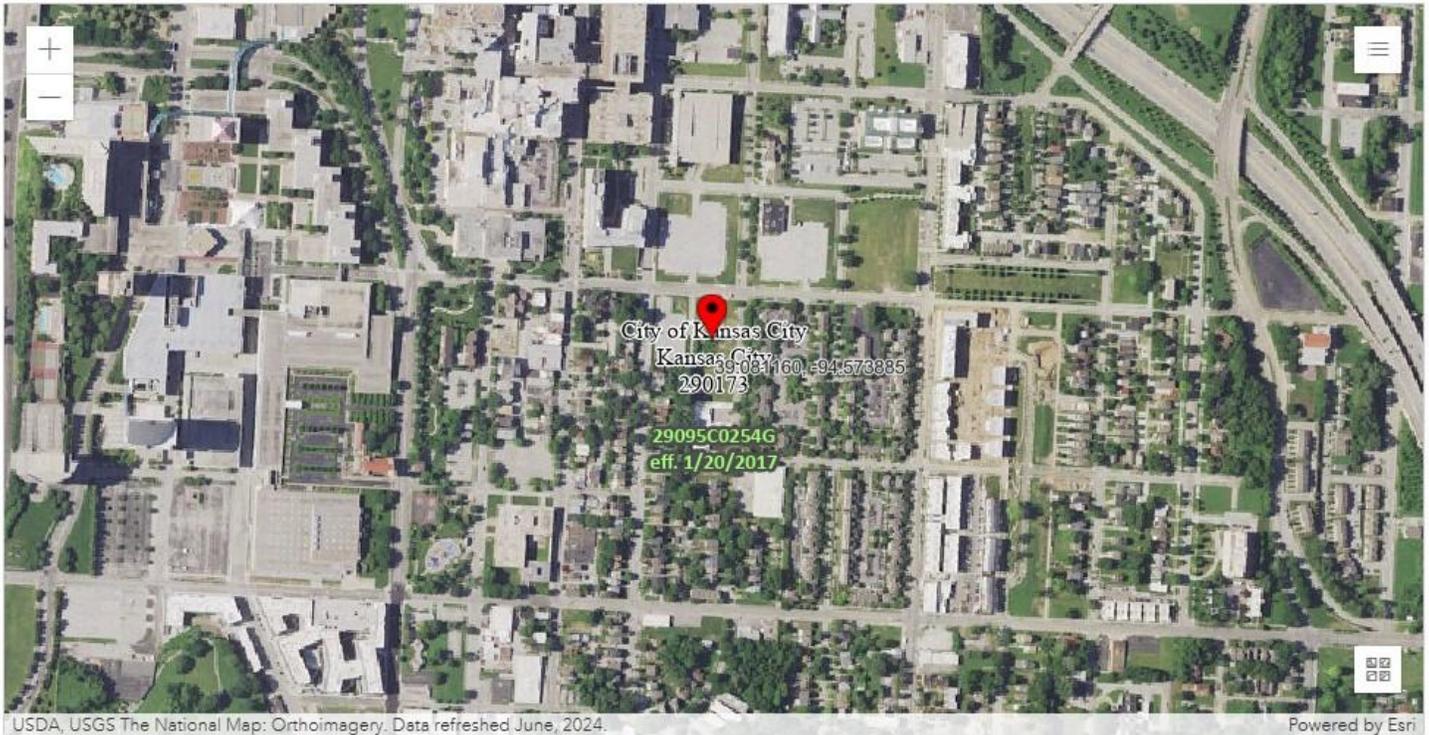


Figure 4 - FEMA Flood Insurance map.

**Access**

Overall access to the Planning Area is very good. Regional access to the Planning Area is via Interstate 49 (I-49) to the east. Local access to the Planning Area is via numerous surface streets located throughout the area, including; 25<sup>th</sup> Street and Campbell Street.

**Zoning-Existing**

The existing zoning in the Planning Area falls within one (1) zoning class. Definitions for the purpose of the classifications are included in Table1 below.

Table 1 - Planning Area Zoning Classifications.

Zoning Classification	Purpose
M1-5	Kansas City's manufacturing (M) zoning districts are primarily intended to accommodate manufacturing, warehousing, wholesale, and industrial uses. The regulations are intended to promote the economic viability of manufacturing and industrial uses; encourage employment growth; and limit the encroachment of unplanned residential and other non-industrial development into industrial areas.

\*City of Kansas City, Missouri Zoning and Development Code, 88-140-01.

Typically, as part of the redevelopment of the Planning Area, rezoning to UR would be required for all redevelopment seeking PIEA abatement or other PIEA incentives, pursuant to this Plan. In discussions with City Staff, it was noted that rezoning will not be required in this instance since the Planning Area is already zoned accordingly.

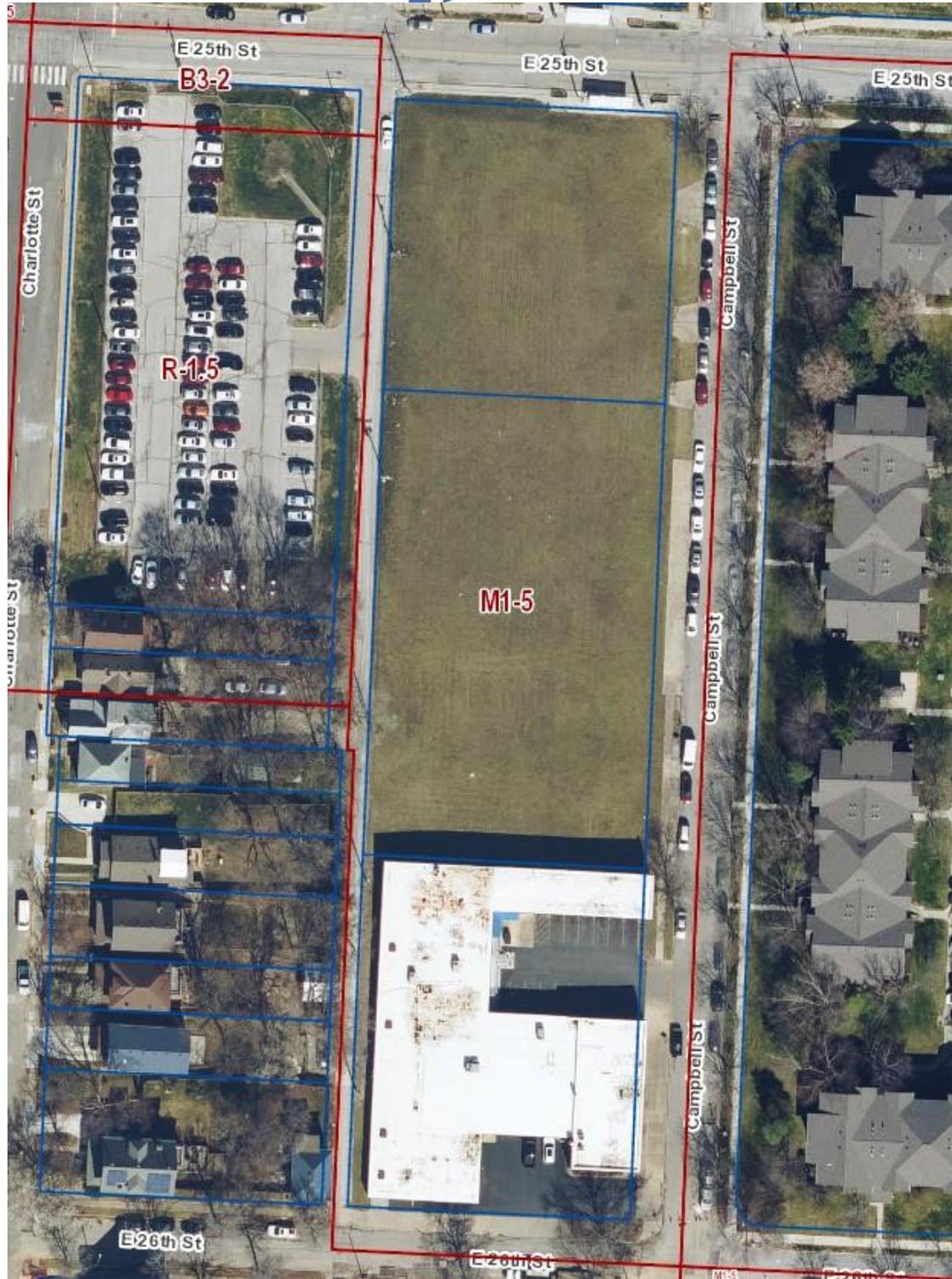


Figure 5 – 25 Campbell PIEA Planning Area - Existing Zoning.

**Easements**

Development Initiatives was not provided with a title report which encompasses the Planning Area. No evaluation can be concluded regarding easements or other restrictions which may be in effect within the Planning Area.

**Utilities**

It appears that all utilities are available to the Planning Area including water, sewer, natural gas, and electricity. However, new utility infrastructure will be required to be constructed to new improvements within the Planning Area.

**Pre-Existing Incentive Areas**

The Planning Area is not located within an area which has previously approved incentives or has previously been declared “blighted”.

**Existing Development/Improvements**

The Planning Area, as well as the immediate surrounding area, is characterized by a mix of office, surface parking, institutional and residential land uses. Parcels 1 and 2 are currently vacant. Parcel 3 contains a 20,000 square foot retail/office building, currently in use.



Figure 6 - Parcel Identification Map.

Former improvements within the Planning Area include two former automobile service related structures which were demolished sometime in 2004. Activities related to these structures have negatively impacted the Planning Area in the form of subsurface contamination. Additionally, demolition activities relating to these structures resulted in situ demolition debris buried within the Planning Area.

**Vacancy**

The vast majority (68%) of the Planning Area is currently vacant. As mentioned, Parcels 1 and 2 are presently vacant. Parcel 3 is currently in use with retail/office users.



Figure 7 - Current vacancy.



Photo 1 - Former structure located within Planning Area. Date unknown.



Photo 2 - Former structure within Planning Area. Date unknown.



Photo 3 - Former structure within Planning Area. Date unknown.

**Environmental**

Development Initiatives was provided numerous Environmental Site Assessments (ESAs) covering the Planning Area. This analysis includes the following reports and assessments:

- Phase I Environmental Site Assessment, Completed by Hew Horizons, February 2025
- Environmental Covenant, City of Kansas City, December 2023.
- Missouri Department of Natural Resources, Soil Management Plan, 2023.
- Soil Management Plan, Blackstone Environmental, August 2022.
- Site Assessment, Blackstone Environmental, January 2021.
- Phase I Environmental Site Assessment, Burns & McDonnell, August 2019.
- Missouri Department of Natural Resources, Risk-Based Corrective Action Technical Guidance, April 2006.
- Corrective Action Plan (CAP), FINEnvironmental Consulting Engineers, July 2001.
- UST Removal Activity Report, Kingston Environmental Services, January 1999.
- Missouri Department of Natural Resources, Water Quality Assessment, 1997.
- Site Characterization Study, FINEnvironmental Consulting Engineers, August 1997.
- Hospital Hill ATA Off-Site Property, Environmental Assessment, FINEnvironmental, December 1995.

These assessments include soil sampling, ground water sampling, monitor well installation and laboratory analysis of said samples. Near-surface and subsurface soil across the site has been impacted by lead, PAHs, and petroleum hydrocarbons and levels which exceed the MDNR-VCP's remedial action levels. Elevated levels of PAHs, metals and petroleum hydrocarbons were also identified in the groundwater.

Existing engineering barriers at the site include encapsulation of contaminated soil under an 18-inch soil cap above orange barrier fencing assumed to be across the entire area. In 2004, the City implemented an MDNR-approved cleanup plan that included demolition and removal of the existing structures, grading, placement of an orange plastic construction fence over the surface, and capping the site with 18-inches of clean, imported soil. Confirmation samples reportedly verified that the cap soil met cleanup standards for lead and petroleum and groundwater monitoring confirmed that lead and petroleum concentrations had decreased to non-detected levels across most of the Site.

An environmental covenant was recorded with the property deed in Jackson County, Missouri, on 5/31/2024. The listing of the property on the AUL and VCP databases is considered a CREC (Controlled Recognized Environmental Condition) to the subject property.

Added costs to further remediate the site is currently unknown.

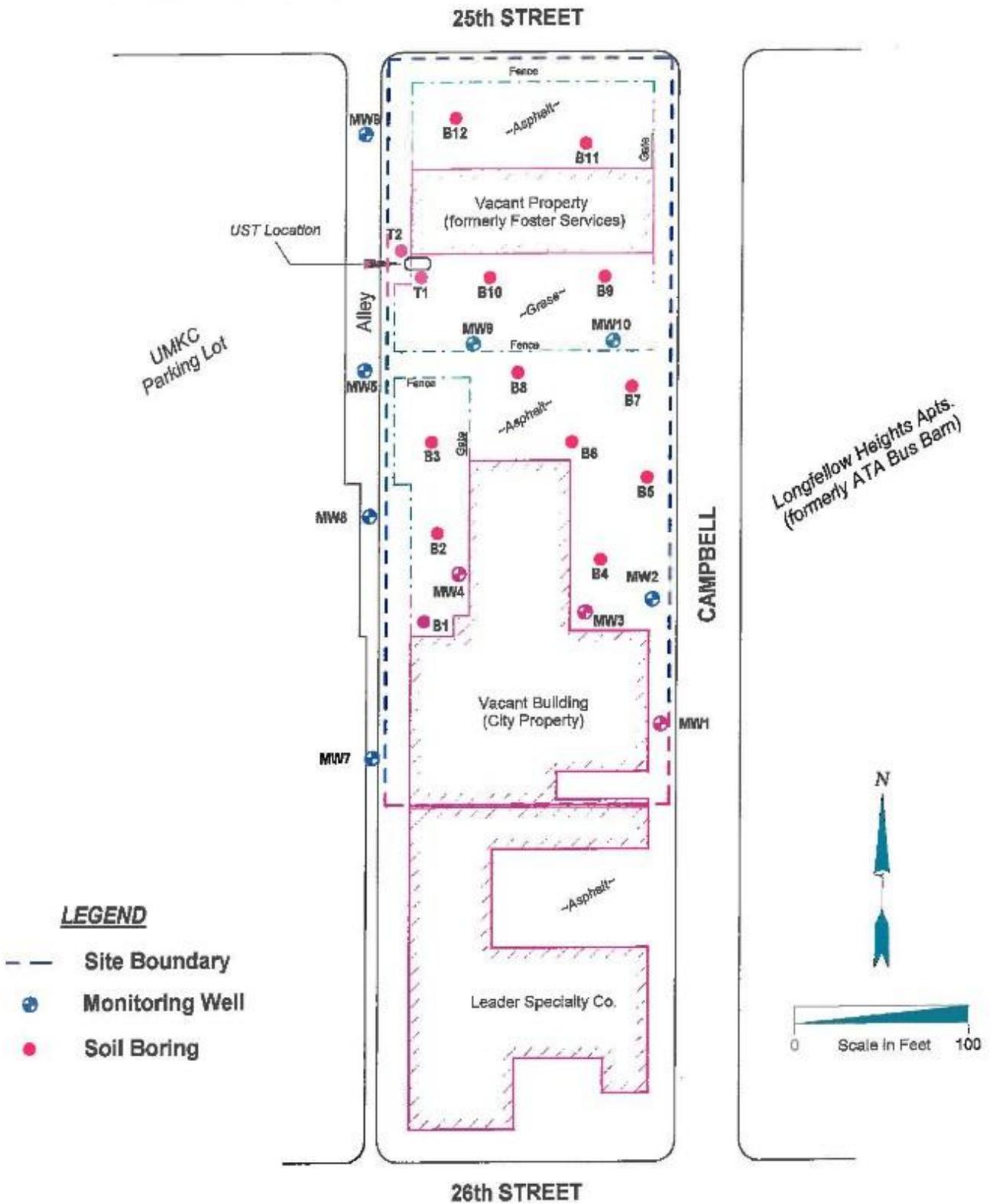


Figure 8 - Monitoring Well Locations. Courtesy FINEnvironmental.

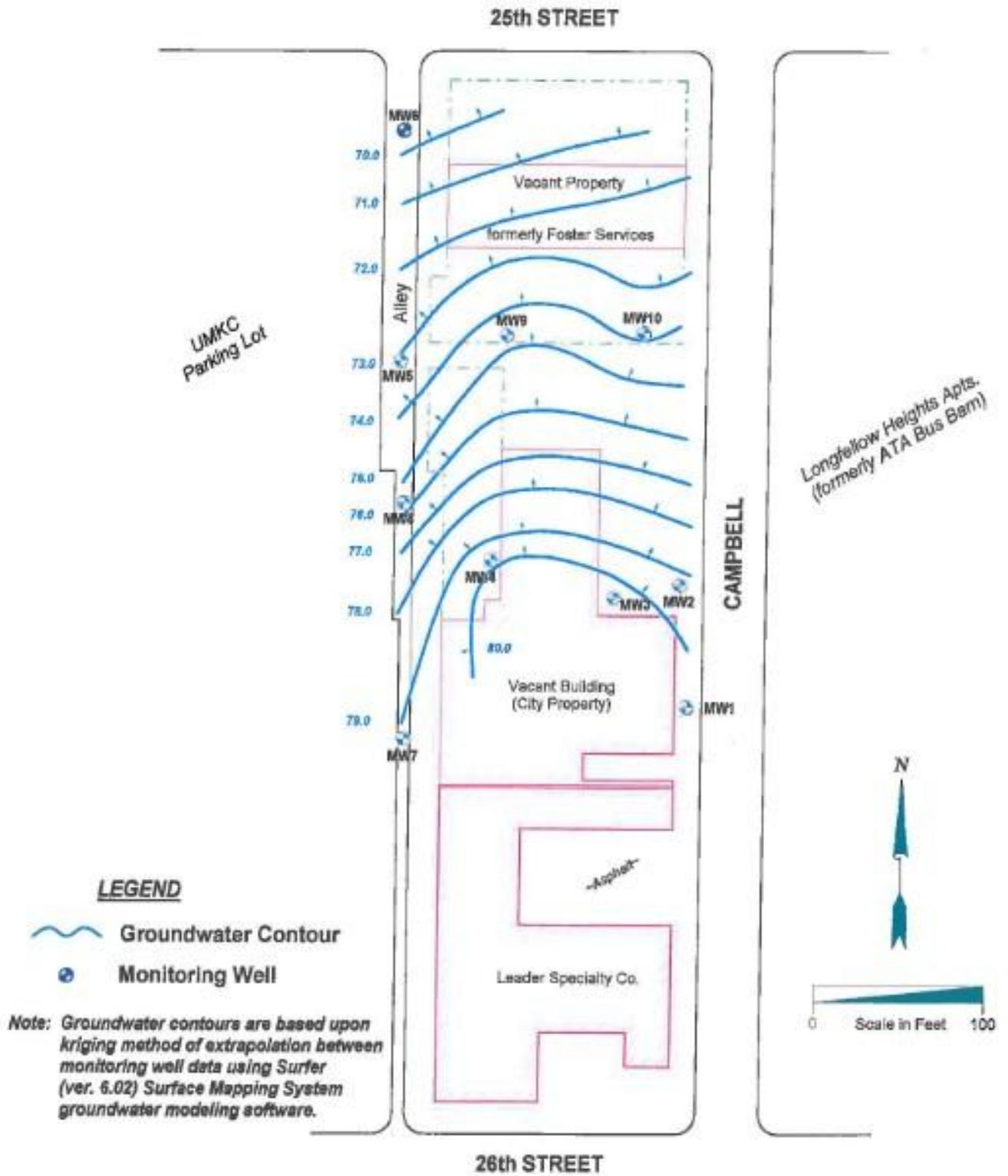


Figure 9 - Groundwater Contour Map. Courtesy FINEnvironmental

**Geotechnical**

Subsurface exploration and evaluations were performed in September 2025 by CFS Engineers. Soil borings (nine total) were completed to determine the adequacy of subsurface soil composition in order to evaluate future construction on site. The borings encountered undocumented fill extending to depths of approximately 3 to 20 feet beneath the existing site grade, across the entire site. Undocumented fill included gravel, asphalt, red brick, and wood debris. Undocumented fill is inherently inconsistent and unpredictable, making it unsuitable for direct support of the proposed structure. Additionally, several of the borings also recorded 24-hour groundwater readings ranging in depth of 16 and 17 feet.



Figure 10 - Soil Boring Locations. Courtesy CFS Engineers.

Added costs to excavate and remove inadequate soils are currently unknown.

To further substantiate sub-surface geotechnical conditions, it should be noted that according to City Staff:

“several structures within the Planning Area were demolished in 2004 by Industrial Salvage and Wrecking Co. (ISW) and they were contracted by the Dangerous Building Division. Basement inspections were conducted for a residential demo permit on the 2500 Campbell Street parcel and a commercial demo permit on the 2526 Campbell St parcel, so there were likely structures on those properties with basements. Although it is not in the records, there is a high likelihood that the City did not require ISW to remove the basements”.<sup>1</sup>

<sup>1</sup> Per City Planning and Development Department correspondence, April 2025.

**Proposed Project Description**

As previously mentioned, portions of the Planning Area are currently undeveloped and contain vacant/underutilized property parcels. Proposed redevelopment includes the development of a multi-family residential structure with numerous units oriented towards affordable/workforce housing households.

*The Ascent, is a proposed affordable and workforce housing development located on City-owned parcels within the Health Sciences District at Hospital Hill in Kansas City, Missouri. The developer, Riverstone Platform Partners, was awarded the project following a request for proposals (RFP) from KCMO.*

*The development is proposed as a 144-unit new construction multifamily building consisting of studio, one-, and two-bedroom units. The project aims for an overall target average Area Median Income (AMI) of 100%. Specifically, 20 percent of the units will be income- and rent-restricted at the 60% AMI level through a City of Kansas City program, while the remaining units will be rent-restricted but not income-restricted at the 80%, 100%, and 120% AMI levels. Total project budget is estimated to be \$34+MM.*

Table 2 - Unit Mix.

Type	Size (sf)	AMI	# of units
Studio	450	100%	19
Studio	450	80%	20
Studio	450	60%	9
One Bedroom	760	120%	9
One Bedroom	760	100%	33
One Bedroom	760	80%	24
One Bedroom	760	60%	16
Two Bedroom	1140	100%	6
Two Bedroom	1140	80%	4
Two Bedroom	1140	60%	4
		Total	144

2025 Jackson County AMI:

60%	\$66,660
80%	\$88,880
100%	\$111,100
120%	\$133,320

*The project is crucial for workforce housing because it directly addresses the existing lack of supply and high demand for attainable housing in the area. The Health Sciences District is a major employment center in downtown Kansas City, hosting approximately 50,000 employees within a one-mile radius. The city recognizes a severe "jobs-housing fit" imbalance, as the 2020 Census indicated that only about 1% of the employees in the area live within the District's census tract, meaning 99% of employees face long commutes and transportation costs.*

*Workforce housing, which typically targets households earning between 60% and 120% of the AMI, is essential for key community members such as nurses, teachers, police officers, and retail clerks. By providing homes near the workplace, the project aims to double the number of employees who live within walking distance of the District. This proximity provides significant benefits, including increased employee satisfaction and retention, better work-life balance due to reduced commute times, enhanced efficiency for the healthcare system (especially during emergencies), and improved recruitment of top talent.*



Figure 11 - Proposed Site Plan, Level #1. Courtesy DRAW Design & Architecture.

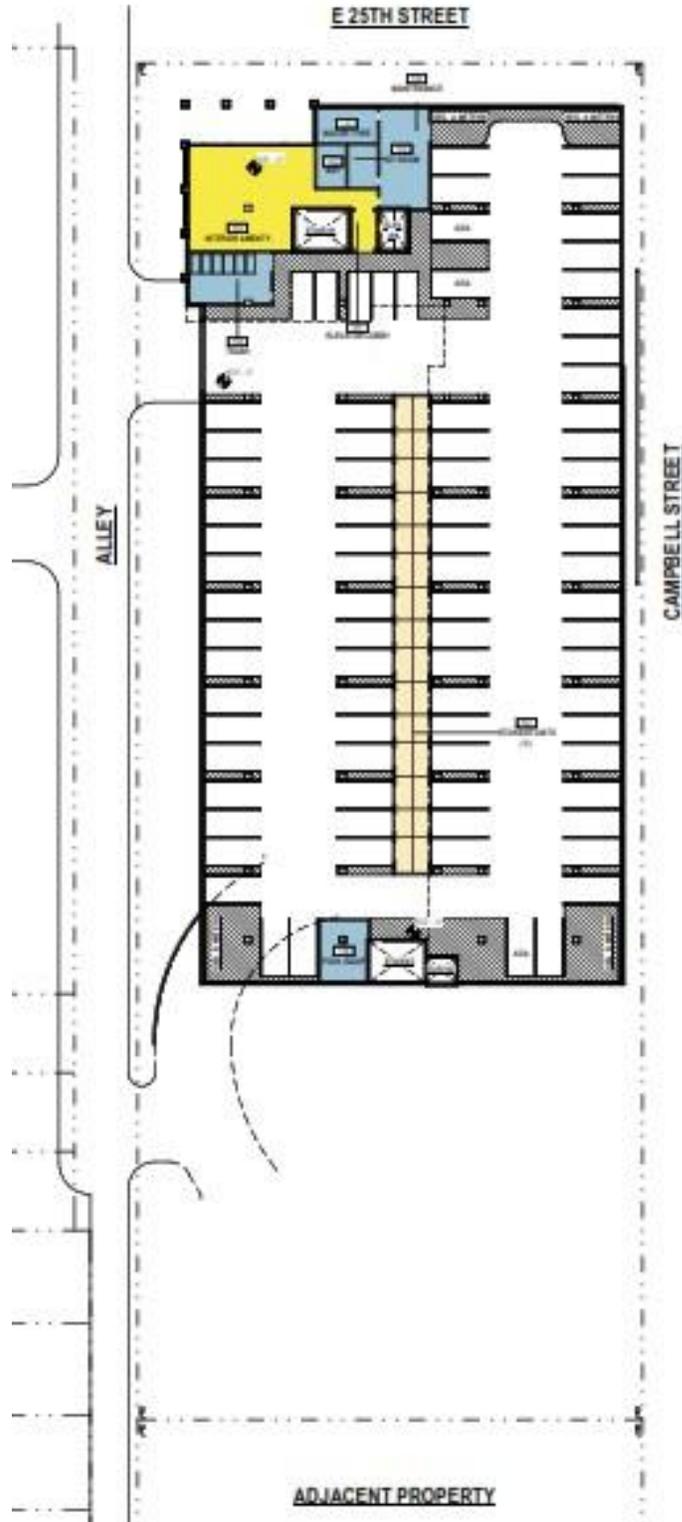


Figure 2 - Proposed Site Plan, Level #2. Courtesy DRAW Design & Architecture.



Figure 13 – Proposed Elevation, Corner of 25<sup>th</sup> & Campbell, view to the southwest. Courtesy DRAW Design & Architecture.

**Proposed Project Economic Impact**

As previously mentioned, the Developer plans to construct a \$34+MM mixed-income residential development within the Planning Area. Presently, the Planning Area contains a mix of vacant parcels and commercial uses. Current assessed valuation for the Planning Area is \$434,406 (2025). Current assessment is 132% higher than the 2020 valuation, a 22% increase annually. Assessed valuation for the completed project is unknown at this time.

Table 3 - Assessed Valuation. Courtesy Jackson County Assessor.

		2025	2024	2023	2022	2021	2020
#	County Parcel #	Assessed Value					
1	29-540-22-16-01-0-00-000	\$ 45,094	\$ 37,600	\$ 37,600	\$ 24,960	\$ 24,960	\$ 24,960
2	29-540-22-16-02-0-00-000	\$ 66,752	\$ 62,432	\$ 62,432	\$ 40,320	\$ 40,320	\$ 40,064
3	29-450-22-13-00-0-00-000	\$ 322,560	\$ 166,416	\$ 160,416	\$ 128,320	\$ 128,320	\$ 122,144
Total Assessed Value		\$ 434,406	\$ 266,448	\$ 260,448	\$ 193,600	\$193,600	\$187,168

Current market valuation for the Planning Area is \$1,357,520 (2025). Again current market valuation is 132% higher than the 2020 market valuation.

Table 4 - Market Valuation. Courtesy Jackson County Assessor.

		2025	2024	2023	2022	2021	2020
#	County Parcel #	Market Value					
1	29-540-22-16-01-0-00-000	\$ 140,920	\$ 117,500	\$ 117,500	\$ 78,000	\$ 78,000	\$ 78,000
2	29-540-22-16-02-0-00-000	\$ 208,600	\$ 195,100	\$ 195,100	\$ 126,000	\$ 126,000	\$ 125,200
3	29-450-22-13-00-0-00-000	\$ 1,008,000	\$ 501,300	\$ 501,300	\$ 401,000	\$ 401,000	\$ 381,700
Total Market Value		\$ 1,357,520	\$ 813,900	\$ 813,900	\$ 605,000	\$605,000	\$584,900

## DEVELOPMENT INITIATIVES

Current taxes paid for the entire Planning Area are \$322,560 (2025). This figure accounts for approximately 1/3<sup>rd</sup> of the Planning Area, given that Parcels 1 and 2 are currently tax exempt.

Table 5 - Taxable Valuation. Courtesy Jackson County Assessor.

#	County Parcel #	2025	2024	2023	2022	2021	2020
1	29-540-22-16-01-0-00-000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	29-540-22-16-02-0-00-000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	29-450-22-13-00-0-00-000	\$ 322,560	\$ 160,416	\$ 160,416	\$ 128,320	\$ 128,320	\$ 122,144
Total Taxable Value		\$ 322,560	\$ 160,416	\$ 160,416	\$ 128,320	\$ 128,320	\$ 122,144

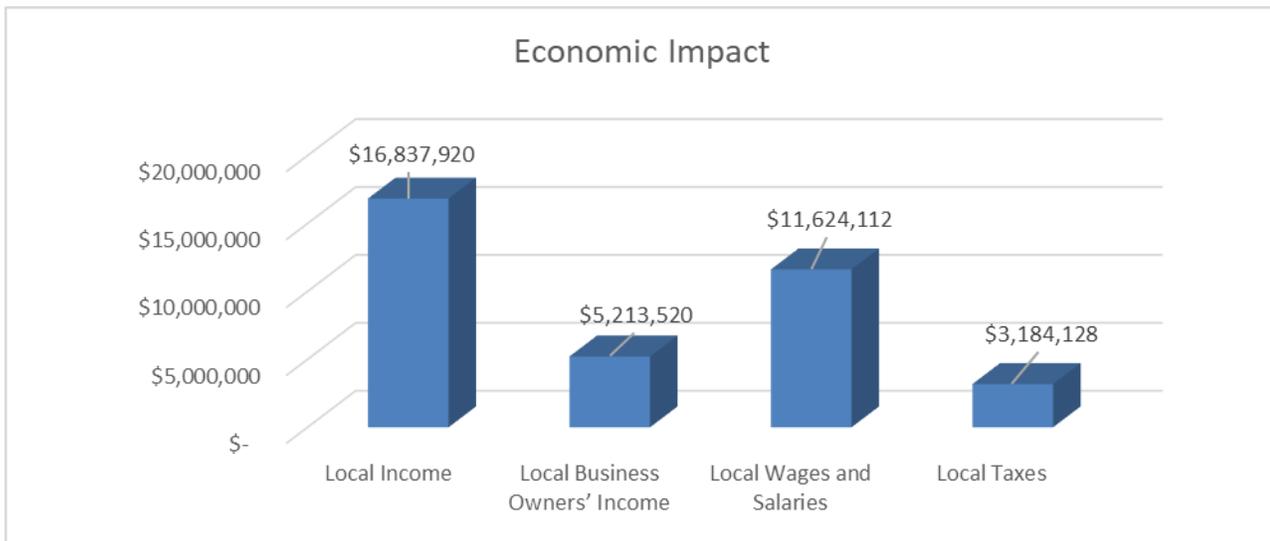


Table 6 – Estimated total Economic Impact.

### Employment

Again, as previously mentioned, development of 25 Campbell PIEA Plan anticipates substantial construction and eventual FTE positions once placed in service.

The Developer plans to construct a \$34+MM mixed income residential project. This project anticipates the creation of approximately sixty-four (64) construction jobs with an average salary of \$65,000/year.

Eventually full time employment is anticipated to be four (4) full time employees once the project is placed into service. Total annual salary is estimated to be \$245,000 or \$62,250 per employee.

**Crime**

Crime is generally recognized as an unsafe condition, whether it be to personal property or to individual personal safety. Crime can also impact economic and social perspectives within an area. Inquiries to the Kansas City, Missouri Police Department indicated that a limited number of reported crimes within the Planning Area within the previous ten (10) month time period. Reported crimes ranged from robbery to assault.

Table 7 - Crime Impact to the Planning Area. January 1 to October 25, 2025. Courtesy KCPD.

#	Violation	Date
1	Armed Robbery	4/3/2025
2	Assault (Non-Aggravated)	10/17/2025
3	Assault on Department Member/Outside LEO.	10/17/2025

Courtesy KCPD, City Protect, Crime Mapping 2025.

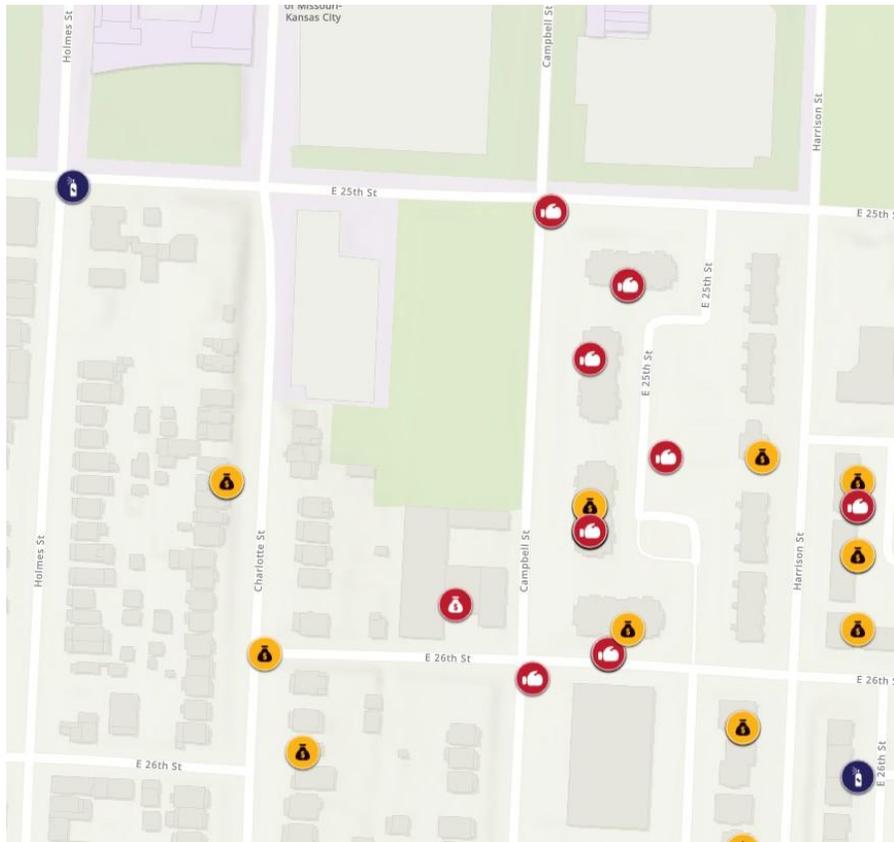


Figure 14 - Crime Impact Map. Courtesy KCPD.

**Demographic and Land Use Data**

**Population**

Population figures for the Planning Area are provided by the American Community Survey (ACS), US Census Bureau, and the Mid-America Regional Council (MARC). For ease of data acquisition we utilized ACS data for the ZIP Code 64108 which covers the entire Planning Area.

Table 8 - Planning Area Population by Zip Code.

Population by Zip Code	2010 ACS 5-Yr Estimate	2023 ACS 5-Yr Estimate	% Chg 2010-2023
64108	7,584	10,179	25.4%
Source: MARC, American Community Survey, 2023			

The data show population increases within the Planning Area through the most recent census and current estimate. Total anticipated population increase (2010-2023) for the Planning Area is estimated to be 25.4%

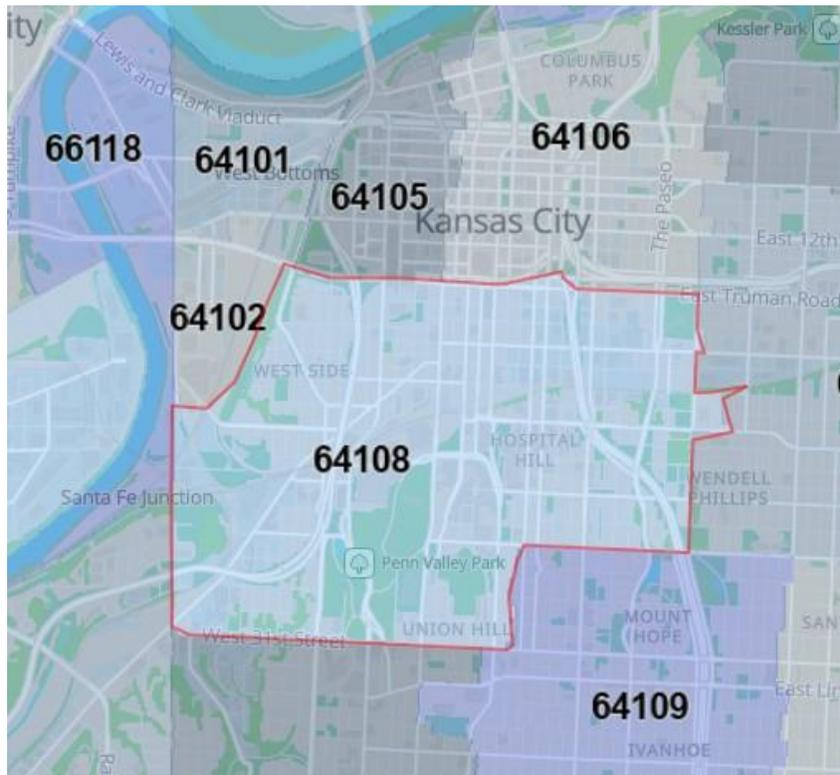


Figure 15 – ZIP Code Map, 64108.

### Population Densities

The population density (persons per square mile of the Planning Area (2022 Jackson County Census Data & Estimates) is shown in Table 9.

Table 9 - Population Density (Persons per square mile).

Population	Square Miles	2010 Population	2011 Population Density Est.	2023 Population Estimate	2022 Population Density Est.	% Chg 2010-2020
Zip: 64108	3.7	7,584	2,049 people per sq mile	10,179	2,751 people per sq mile	25.5%
Source: US Postal Service, ACS 2023 5-year.						

Population density corresponds with the growing historical population figures previously stated. According to Census records, total gain of population between 2010 and 2023 was 2,595 persons or approximately 25.5%.

### Unemployment

Unemployment data for the Planning Area is taken from Census Data and US Bureau of Labor Statistics for the KC MSA & Jackson County, MO. Unemployment rates by County are higher than the Kansas City MSA unemployment rate of 3.8%. Jackson County, Missouri unemployment rate ending July 2025 was 4.9% projected.

Table 10 - Work Force Indicators.

Area	Labor Force (Julu, 2025) Projected	Labor Force Unemployed	Unemployment Rate (June, 2025)
KC MSA	1,238,343	47,057	3.8%
Jackson	393,495	19,183	4.9%
US Bureau of Labor Statistics via FRED, 2025.			

**Future Land Use**

Future land use within the Planning Area can be organized into one (1) general land use designations. The existing land use for the Planning Area is Downtown Residential.

Table 11 - Planning Area Land Use Distribution.

Land Use	Square Feet	Overall Area Percentage
Downtown Residential	101,103	100%
Total	101,103	100%



Figure 16 - Planning Area Future Land Use.

**QUALIFICATIONS ANALYSIS**

**Required Finding**

As per RSMo 10.320 (2), a municipality may not adopt a redevelopment plan without a finding that the Redevelopment Area on the whole is a blighted, insanitary or undeveloped industrial area. It should be noted that such a finding is based on the area as a whole not on a parcel by parcel basis, although each parcel is analyzed individually for qualifying factors.

Chapters 99 and 100 of the Revised Statutes of Missouri defines redevelopment of “blighted area”, “insanitary areas” and “undeveloped industrial areas” as:

“Blighted Area,” an area which, by reason of the predominance of insanitary or unsafe conditions, deterioration of site improvements, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, or welfare in its present condition and use; (RSMo Sec. 99.805 (1))

“Insanitary Area” shall mean an area in which there is a predominance of buildings and improvements which by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open space, high density of population and overcrowding of buildings, overcrowding of land, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crimes, or constitutes an economic or social liability and is detrimental to the public health, morals, or welfare. (RSMo Sec. 100.310 (11)).

“Undeveloped Industrial Area” shall mean any area which by reason of defective and inadequate street layout or location physical improvements, obsolescence and inadequate subdivision and platting contains vacant parcels of land not used economically; contains old, decaying, obsolete buildings, plants, structures; contains buildings, plants and structures whose operation is not economically feasible; contains intermittent commercial and industrial structures in a primarily industrial area; or contains insufficient space for the expansion and efficient use of land for industrial plants amounting to conditions which retard economic or social growth, or economic wastes and social liabilities and represent an inability to pay reasonable taxes to the detriment and injury to the public health, safety, morals and welfare. (RSMo Sec. 100.310 (18)).

The definition of "Undeveloped Industrial Area" identifies five different factors that, if any one of those factors is present, qualify an area as an "Undeveloped Industrial Area." If any one of those five factors are met, and the results of that factor being present are conditions that (1)(a) retards economic or social growth, or (b) are economic wastes or social liabilities, and (2) represents an inability to pay reasonable taxes to the detriment and injury of the public health, safety, morals and welfare, then the area in question qualifies for designation as an "Undeveloped Industrial Area."

It should be noted that unlike a blight analysis, the analysis of an "Undeveloped Industrial Area" does not require a majority of the factors to be present.

A detailed analysis of existing conditions as they adhere to an "Undeveloped Industrial Area" follows.

Table 12 - Summary Matrix.

<b>Qualifying Contributing Factors:</b> <b>“Undeveloped Industrial Area”</b> <i>Note: The presence of any one of the five factors listed below is sufficient to support a determination that the Planning Area qualifies as an “Undeveloped Industrial Area.”</i>	<b>Present</b>
<b>Factor 1</b>  By reason of defective or inadequate street layout or location of physical improvements, obsolescence and inadequate subdivision and platting contains parcels of land not used economically	<b>YES</b>
<b>Factor 2</b>  Contains old, decaying, obsolete buildings, plants and structures	<b>NO</b>
<b>Factor 3</b>  Contains buildings, plants and structures whose operation is not economically feasible	<b>NO</b>
<b>Factor 4</b>  Contains intermittent commercial and industrial structures in a primary industrial area	<b>NO</b>
<b>Factor 5</b>  Contains insufficient space for the expansion and efficient use of land for industrial plants	<b>NO</b>
<b>Cause 1</b>  Presence of conditions which retard economic or social growth	<b>YES</b>
<b>Cause 2</b>  Presence of conditions which create economic waste and social liabilities and represent an inability to pay reasonable taxes to the detriment and injury to the public health, safety, morals and welfare.	<b>YES</b>

**Factor 1: Any area which by reason of defective and inadequate street layout or location physical improvements, obsolescence and inadequate subdivision and platting contains vacant parcels of land not used economically.**

Conditions typically associated with this Factor include; obsolete building layout, obsolete building floorplans, obsolete utility locations and layout (electrical, plumbing, wastewater), relocation of certain critical utility services, or any conditions which are not typically found or present in relation to development. This could include environmental impacts or geotechnical conditions.

The following conditions were noted within the Planning Area which contributes to this finding:

- **Environmental Impacts.** As mentioned, the Planning Area has been the subject of numerous assessments and evaluations. These assessments include soil sampling, ground water sampling, monitor well installation and laboratory analysis of said samples. Near-surface and subsurface soil across the site has been impacted by lead, PAHs, and petroleum hydrocarbons and levels which exceed the MDNR-VCP's remedial action levels. Elevated levels of PAHs, metals and petroleum hydrocarbons were also identified in the groundwater.

Existing engineering barriers at the site include encapsulation of contaminated soil under an 18-inch soil cap above orange barrier fencing assumed to be across the entire area. In 2004, the City implemented an MDNR-approved cleanup plan that included demolition and removal of the existing structures, grading, placement of an orange plastic construction fence over the surface, and capping the site with 18-inches of clean, imported soil. Confirmation samples reportedly verified that the cap soil met cleanup standards for lead and petroleum and groundwater monitoring confirmed that lead and petroleum concentrations had decreased to non-detected levels across most of the Site.

An environmental covenant was recorded with the property deed in Jackson County, Missouri, on 5/31/2024. The listing of the property on the AUL and VCP databases is considered a CREC (Controlled Recognized Environmental Condition) to the subject property.

Added costs to further remediate the site is currently unknown

- Lack of adequate geotechnical and structural soil conditions. This particular condition is present on the vacant portions of the Planning Area (Parcels 1 and 2). We know that these parcels previously contained structures, which had been demolished sometime in 2004. Previous standards of practice for demolition projects involved demolishing the structure and pushing/burying all building waste into the basement and sub-basement areas of the former structure. This has been confirmed as likely based on correspondence with City Staff. It is anticipated that this likely happened in this instance, and can be confirmed as the result of investigative soil borings.

Subsurface exploration and evaluations were performed in September 2025 by CFS Engineers. Soil borings (nine total) were completed to determine the adequacy of subsurface soil composition in order to evaluate future construction on site. The borings encountered undocumented fill extending to depths of approximately 3 to 20 feet beneath the existing site grade, across the entire site. Undocumented fill included gravel, asphalt, red brick, and wood debris. Undocumented fill is inherently inconsistent and unpredictable, making it unsuitable for direct support of the proposed structure. Additionally, several of the borings also recorded 24-hour groundwater readings ranging in depth of 16 and 17 feet.



Figure 17 – Investigative Soil Boring Locations.

- **Vacancy.** Vacancy is certainly an indication of property not being utilized economically. As previously stated, a significant amount of the Planning Area is currently vacant or underutilized. The vast majority (68%) of the Planning Area is currently vacant. As mentioned, Parcels 1 and 2 are presently vacant. Redevelopment of portions of the Area would increase the economic viability of the Redevelopment Area.



Figure 18 – Vacancy.

- Obsolete Platting

Portions of the proposed 25 Campbell PIEA Planning Area contain title or covenants which are also an indication of obsolescence or inadequate planning rendering the property economically disadvantaged. Based on the previously mentioned environmental condition of portions of the Planning Area, the current owner (City of Kansas City, Missouri) had previously proactively entered into a Environmental Covenant on those particular property parcels. The Environmental Covenant was recorded December 7, 2023.

The following language outlines the activities which have been undertaken previously.<sup>2</sup>

*WHEREAS, the environmental response project conducted at the Property included the following activities:*

***Soil and groundwater sampling found total petroleum hydrocarbon (TPH) contamination in subsurface soil and groundwater, and lead and polycyclic aromatic hydrocarbon (PA) contamination in surface soil. Additional site characterization, groundwater monitoring, and risk assessment in accordance with the 2006 Missouri Risk-Based Corrective Action (MRBCA) guidance document determined that contaminant concentrations in subsurface soils, soil vapor, and groundwater did not exceed the MRBCA residential risk-based target levels (RBTLs). However, concentrations of lead and PAHs in surface soils exceed both residential and non-residential RBTLs. A cap of eighteen inches of clean soil was installed at the site, underlain by orange barrier fencing, to prevent exposure of future site occupants to the surface soil contamination, and a Soil Management Plan was approved to maintain the clean soil cap. Based on this, the site may be used for non-residential and/or restricted residential use only.***

The following language outlines activity and use limitations placed on the subject area as the result of executing the Environmental Covenant.<sup>3</sup>

***Activity and Use Limitations.***

*Owner hereby subjects the Property to, and agrees to comply with, the following activity and use limitations:*

***A. Engineered Controls for Soil***

*Soil at the Property contains chemicals, as identified in reports on file at the Department offices in Jefferson City, Missouri, at concentrations exceeding the Department's cleanup standards for Residential and Non-Residential Land use in the areas shown on the map in Exhibit C. Based on reports on file at the Department's offices in Jefferson City, Missouri, contaminants of concern remaining in the soil at the Property do not pose a significant current or future risk to human health or the*

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<sup>2</sup> Environmental Covenant, Page 2.

<sup>3</sup> Environmental Covenant, Pages 2 & 3.

*environment so long as the engineered control(s) described below is/are maintained so as to prevent exposure, release, or migration of contaminants from the soil.*

*Therefore, the following engineered controls must remain in place and remain effective in accordance with the Department-approved Soil Management Plan, attached hereto as Exhibit C, unless and until the Department provides written approval for any modifications: An 18" cap of clean soil, underlain by orange barrier fencing, has been placed over the site. Soil at the Property shall not be excavated or otherwise disturbed in any manner unless under the provisions of the Soil Management Plan.*

*B. Restricted Residential Land Use*

*Based on reports on file at the Department's offices in Jefferson City, Missouri, the Property currently meets the Department's standards for non-residential use and for certain limited residential uses. Therefore, contaminants of concern remaining at the Property do not pose a significant current or future risk to human health or the environment so long as the restrictions below remain in place.*

*The Property may be used for non-residential purposes, and/or multi-family residential purposes such as apartments or condominiums; provided, however, that the Property shall not be used for single family homes, duplexes, etc.*

*If any person desires in the future to use the Property for any purpose or in any manner that is prohibited by this Covenant, the Department and the Holder must be notified in advance so that a Modification, Temporary Deviation, or Termination request can be considered as described below. Further analyses and/or response actions may be required prior to any such use.*

Based on this language, there appears to be an extraordinary constraint on the future development of the subject property. Additionally, requirements within the Environmental Covenant could possibly result in additional costs which would normally not be incurred in a similar project.

***Based on site observations, it is our opinion that the Planning Area exhibits conditions which can reasonably conclude that "Defective or Inadequate street layout or location of physical improvements, obsolescence and inadequate subdivision and platting contains vacant parcels of land not used economically" exists and is a condition prevalent throughout the Planning Area and supportive of a finding as an Undeveloped Industrial Area as defined by RSMo Sec. 100.310 (18).***

**Factor 2: Any area which contains old, decaying, obsolete buildings, plants and structures.**

Portions of the Planning Area contain industrial buildings (as defined by RSMo Sec. 100.310 (18)) which are dated, functionally obsolete and do not meet current efficiencies. The primary symptom of this Factor is the simple fact that improvements within the Planning Area are largely vacant and minimally utilized.

While the majority of the Planning Area is currently vacant, there are no structures of improvements which are vacant or obsolete in nature.

***Based on site observations, it is our opinion that the Planning Area does not exhibit conditions which can reasonably conclude that the presence of “Old, decaying, obsolete buildings, plants and structures” impacts the Planning Area.***

**Factor 3: Any area which contains buildings, plants and structures whose operation is not economically feasible.**

As mentioned, the majority of the Planning Area is currently vacant or underutilized. Typical economically feasible uses would generate adequate return or ongoing demand to sustain current uses (avoid vacancy or underuse) or also maintain current uses on a continuing basis. Extended vacancies or excessive vacancies would be signs that current use of a property is no longer feasible or is obsolete. It's certainly the case that redevelopment of portions of the Area would increase the economic viability of the Redevelopment Area, however, there are no buildings, plants or structures which meet this definition.

***While we consider these conditions to be present, when strictly considering the definition, we conclude that the Planning Area does contain a majority of buildings, plants or structures whose operation is not economically feasible. Therefore, this factor does not fulfill the statutory definition of an Undeveloped Industrial Area.***

**Factor 4: Any area which contains intermittent commercial and industrial structures in a primarily industrial area or commercial areas.**

This factor addresses characteristics of a property as it conforms to use and conformity to surrounding properties and land uses. While being surrounded by numerous properties which are utilized in some fashion, much of the Planning Area is presently vacant or underutilized.

***Based on our analysis and site inspection, we conclude that the Planning Area does not meet the threshold of this Factor. Therefore, this factor does not fulfill the statutory definition of an Undeveloped Industrial Area.***

**Factor 5: Any area which contains insufficient space for the expansion and efficient use of land for industrial plants or commercial areas.**

This factor may be typically characterized by irregular parcel size, insufficient parcel size and/or shape. While some of these characteristics may be present within the Planning Area, it is our opinion that the threshold to qualify under this factor is not met.

***Based on our analysis and site inspection, we conclude that the Planning Area does not contain insufficient space for the expansion and efficient use of land for industrial plants and commercial uses. Therefore, this factor does not fulfill the statutory definition of an Undeveloped Industrial Area.***

**Test number two - The predominance of the previously discussed five factors has contributed to the retardation of economic or social growth or create economic waste and social liabilities and represent an inability to pay reasonable taxes to the detriment and injury to the public health, safety, morals and welfare.**

**Causation 1: Retard economic or social growth.**

The intention of this causation is to show that the previous factors have resulted in the slowing or delay in economic or social growth for the Planning Area. The simple fact that parcels within the Planning Area are undeveloped or underutilized is an indication of factors which have impacted development on these parcels. While portions of proposed 25 Campbell PIEA have been constructed, as well as associated infrastructure, the majority of the Planning Area is undeveloped and will require substantial infrastructure improvements.

Vacancy or underutilization. As previously reported, vacancy or underutilization is certainly an indication of property not being utilized economically. As previously stated, the vast majority (68%) of the Planning Area is currently vacant. As mentioned, Parcels 1 and 2 are presently vacant. Parcel 3 is currently in use with retail/office users. As such the redevelopment of portions of the Area would increase the economic viability of the Redevelopment Area.



Figure 19 – Current Vacancy.

**Crime**

Crime is generally recognized as an unsafe condition, whether it be to personal property or to individual personal safety. Crime can also impact economic and social perspectives within an area. Inquiries to the Kansas City, Missouri Police Department indicated that a limited number of reported crimes within the Planning Area within the previous ten (10) month time period. Reported crimes ranged from robbery to assault.

Table 13 - Crime Impact to the Planning Area. January 1 to October 25, 2025. Courtesy KCPD.

#	Violation	Date
1	Armed Robbery	4/3/2025
2	Assault (Non-Aggravated)	10/17/2025
3	Assault on Department Member/Outside LEO.	10/17/2025

Courtesy KCPD, City Protect, Crime Mapping 2025.

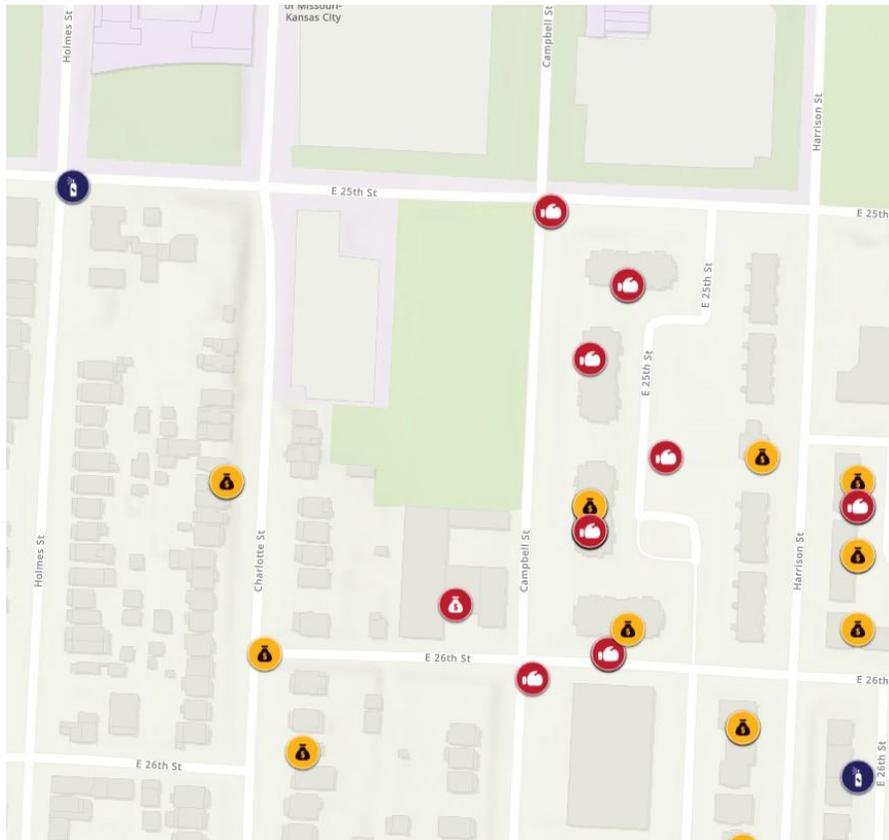


Figure 20 - Crime Impact Map. Courtesy KCPD.

### **Proposed Project Economic Impact**

As previously mentioned, the Developer plans to a \$34+MM multi-use, multi-income residential project with a potential office component if market conditions warrant. Presently, the majority of the Redevelopment Area is vacant and underutilized providing little financial impact to the City and local taxing jurisdictions.

### **Employment**

Again, as previously mentioned, development of 25 Campbell PIEA Plan anticipates substantial construction and eventual FTE positions once placed in service.

The Developer plans to construct a \$34+MM mixed income residential project. This project anticipates the creation of approximately sixty-four (64) construction jobs with an average salary of \$65,000/year.

Eventually full time employment is anticipated to be four (4) full time employees once the project is placed into service. Total annual salary is estimated to be \$245,000 or \$62,250 per employee.

***Based on these conditions, it is our opinion that the Planning Area does exhibit symptoms which qualify to retard economic growth within the area and impact the Planning Area.***

**Causation 2: Creates economic waste and social liabilities**

An area, or a property can become an economic or social liability when a property is not producing the maximum economic benefit to the community, such as the ability to pay real, personal and sales taxes, but requires greater public expenses, such as fire, police and nuisance code violation efforts. That is certainly the case at this property with the continued volume of crime incidents reported.

The Missouri Supreme Court has determined that the concept of redevelopment has gone far beyond "slum clearance" and the concept of economic underutilization is a valid one. Tierney v. Planned Indus. Expansion Auth., 742 S.W.2d 146, 151 (Mo. banc 1987); see also Crestwood Commons Redevelopment Corporation v. 66 Drive-In, Inc., 812 S.W.2d 903 (Mo. App. E.D. 1991). A property may be suffering from economic underutilization where it is not producing the maximum economic benefit to the community. There are many forms of economic underutilization, ranging from allowing a property to remain vacant and unimproved to operating property in a manner that it is no longer competitive with comparably used properties in the marketplace.

An area becomes a social liability when a general lack of maintenance presents a health, safety or concern for welfare of the public. This social liability can be actual or perceived as it impacts the area and users of the area. When an area has a high percentage of properties that are vacant or have physical deterioration, the economic liability of these properties generally lowers the value and often can attract crime or other socially negative activities. This can be in the form of property crimes (i.e. property trespassing, vandalism, graffiti, larceny, robbery, burglary, arson, and receipt of stolen goods) and personal crimes (i.e. assault, battery, and other more violent crimes).

Again, based on the previously mentioned conditions in and around the Planning Area, the intention of this causation is to show that the previous factors have resulted in conditions which create or sustain economic waste or social liabilities. The simple fact that the majority of property within the Planning Area is vacant and underutilized is an indication of factors which have limited development on these parcels.

**Vacancy**

Vacancy or underutilization. As previously reported, vacancy or underutilization is certainly an indication of property not being utilized economically. As previously stated, the vast majority (68%) of the Planning Area is currently vacant. As mentioned, Parcels 1 and 2 are presently vacant. Parcel 3 is currently in use with retail/office users. As such the redevelopment of portions of the Area would increase the economic viability of the Redevelopment Area.



Figure 21– Current Vacancy.

**Economic Waste**

As previously mentioned, the Developer plans to construct a \$34+MM mixed-income residential project. This project anticipates the creation of approximately sixty (60) construction jobs with an average salary of \$65,000/year. Eventually, the project is estimated to house one hundred forty-four (1444) new households and potentially employ 4FTE at an estimated annual salary of \$62,250.

### **Social Liability**

As mentioned, certain conditions do exist within the Planning Area which include the prevalence of vacancy, a condition which impacts the social perception of the Area. Based on previous analysis, it is our opinion that the threshold to prove that these conditions impact the Planning Area has been met. Therefore, in our opinion, Social Liability does exist within the Planning Area.

***Generally speaking, based on this analysis, we conclude that the presence of the previously identified factors cause economic waste to exist within the Planning Area. It is our opinion that this Causation is present, creating an economic waste and does affect the viability of the Planning Area.***

### **Qualifying Conditions Conclusion**

The preceding analysis indicates that the Planning Area suffers from numerous unfavorable factors, as delineated in RSMo. 100.310 (18) all described in detail in this report.

***Considering all previously mentioned factors, we have concluded that statutory components do exist within the boundaries of the proposed 25 Campbell PIEA Area. As a result of the factors previously discussed, we have determined that according to RSMo. Section 100.310 (18), the Planning Area as a whole qualifies as an “Undeveloped Industrial Area”.***

Table 14- Summary Matrix.

<b>Qualifying Contributing Factors:</b> <b>“Undeveloped Industrial Area”</b>  <i>Note: The presence of any one of the five factors listed below is sufficient to support a determination that the Planning Area qualifies as an “Undeveloped Industrial Area.”</i>	<b>Present</b>
<b>Factor 1</b>  By reason of defective or inadequate street layout or location of physical improvements, obsolescence and inadequate subdivision and platting contains parcels of land not used economically	<b>YES</b>
<b>Factor 2</b>  Contains old, decaying, obsolete buildings, plants and structures	<b>NO</b>
<b>Factor 3</b>  Contains buildings, plants and structures whose operation is not economically feasible	<b>NO</b>
<b>Factor 4</b>  Contains intermittent commercial and industrial structures in a primary industrial area	<b>NO</b>
<b>Factor 5</b>  Contains insufficient space for the expansion and efficient use of land for industrial plants	<b>NO</b>
<b>Cause 1</b>  Presence of conditions which retard economic or social growth	<b>YES</b>
<b>Cause 2</b>  Presence of conditions which create economic waste and social liabilities and represent an inability to pay reasonable taxes to the detriment and injury to the public health, safety, morals and welfare.	<b>YES</b>

**Exhibit A – Planning Area Information (Maps & Descriptions)**



Figure 22 – 25 Campbell PIEA Planning Area Boundary.



Figure 23 – 25 Campbell PIEA Planning Area: Parcel Identification Map.

#	County Parcel #	Address	Owner	Acres	Legal Description
1	29-540-22-16-01-0-00-000	2500 Campbell Street	City of Kansas City 414 E. 12th Street, 16th Floor Kansas City, MO 64106	0.61	PORTERS J L 2ND SUB CONT OF RES OF BLKS 2 & 3---N 35' LOT 27 & ALL LOTS 28 & 29 BLK 2
2	29-540-22-16-02-0-00-000	2526 Campbell Street	City of Kansas City 414 E. 12th Street, 16th Floor Kansas City, MO 64107	0.98	PORTERS J L 2ND SUB CONT OF RES OF BLKS 2 & 3---LOTS 23-26 & S 25' LOT 27 BLK 2
3	29-450-22-13-00-0-00-000	2534 Campbell Street	Dri Holdings, LLC 2534 Campbell Street Kansas City, MO 64108	0.74	LOTS 20 21 AND 22 BLOCK 2 RES OF BLKS 2 & 3J L PORTERS 2ND SUB

Total Acreage            2.32  
Total Parcels                3

Table 15 - Parcel Data. Courtesy City of Kansas City, Jackson County.

**Exhibit B: Site Inspection Forms**

Property / Facility Inspection Form						PARCEL 1													
Date			10/30/2025			Inspector			JPotter										
City			Kansas City, Missouri			Project/Survey			25 Campbell PIEA Area										
Address			2500 Campbell Street			Parcel Number			29-540-22-16-01-0-00-000										
Building Type		Vacant		# Stories		0		Building Material		n/a		Basement:		Yes		X		No	
Is Property improved				Yes		X		No		Property Size (Sq ft)		26,484							

**Property Condition**

Retaining Walls		Not present.
Private Sidewalks & Drives		Poor
Lawns & Shrubs		Fair
Excessive stored Vehicles (not for retail sales purposes)		None
Open storage		None
Accessory Structures		None
Public Sidewalks, Curbs, Gutter		Yes, poor
Catch Basins		Yes, fair
Street Lights		Yes, good
Street Conditions		Fair

Comments: Subject parcel is vacant, and according to the City has been so since 2004. Reported environmental impacts to the site are numerous. Additionally geo-tech assessment identifies inadequate soils across the entire parcel.

	Condition	Condition Present	Comment
1.	Defective or inadequate street layout or location of physical improvements, obsolescence and inadequate subdivision and platting contains land not used economically	Yes	Vacancy. The parcel is currently 100% vacant. Environmental and geo-tech issues complicate redevelopment. Land use restriction further complicates redevelopment.
2.	Old, Decaying, Obsolete buildings, plants and structures	No	
3.	Buildings, Plants and structures whose operations		

DEVELOPMENT  INITIATIVES

	are not economically feasible.		
4.	Intermittent commercial and industrial structures in a primary industrial area.		
5.	Insufficient space for the expansion and efficient use of land for industrial plants.		
Cause 1	Presence of conditions which retard economic growth.	Yes	Vacant parcel provides limited economic impact to local taxing jurisdictions. Adding a 24/7 use, plus multiple users/tenants would significantly increase the impact to the local economy.
Cause 2	Presence of conditions which create economic waste.	Yes	Construction of an approximately \$35+MM project within Redevelopment Area would certainly provide a substantial economic boost to the block. Especially considering that 100% of the parcel is currently vacant.

Property / Facility Inspection Form						PARCEL 2		
Date 10/30/2025			Inspector JPotter					
City Kansas City, Missouri			Project/Survey 25 Campbell PIEA Area Area:					
Address 2526 Campbell Street			Parcel Number 29-540-22-16-02-0-00-000					
Building Vacant		# 0	Building N/A		Basement:	Yes	X	No
Type		Stories	Material					
Is Property improved		Yes	X	No	Property Size (Sq ft)	42,515		

**Property Condition**

Retaining Walls	No present
Private Sidewalks & Drives	Poor
Lawns & Shrubs	Fair
Excessive stored Vehicles (not for retail sales purposes)	None
Open storage	None
Accessory Structures	None
Public Sidewalks, Curbs, Gutter	Yes, poor
Catch Basins	Yes, fair
Street Lights	Yes, good
Street Conditions	Fair

Comments: Subject parcel is vacant, and according to the City has been so since 2004. Reported environmental impacts to the site are numerous. Additionally geo-tech assessment identifies inadequate soils across the entire parcel.

	Condition	Condition Present	Comment
1.	Defective or inadequate street layout or location of physical improvements, obsolescence and inadequate subdivision and platting contains land not used economically	Yes	Vacancy. The parcel is currently 100% vacant. Environmental and geo-tech issues complicate redevelopment. Land use restriction further complicates redevelopment.
2.	Old, Decaying, Obsolete buildings, plants and structures	No	
3.	Buildings, Plants and structures whose operations are not economically feasible.		
4.	Intermittent commercial and		

DEVELOPMENT  INITIATIVES

	industrial structures in a primary industrial area.		
5.	Insufficient space for the expansion and efficient use of land for industrial plants.		
Cause 1	Presence of conditions which retard economic growth.	Yes	Vacant parcel provides limited economic impact to local taxing jurisdictions. Adding a 24/7 use, plus multiple users/tenants would significantly increase the impact to the local economy.
Cause 2	Presence of conditions which create economic waste.	Yes	Construction of an approximately \$35+MM project within Redevelopment Area would certainly provide a substantial economic boost to the block. Especially considering that 100% of the parcel is currently vacant.

Property / Facility Inspection Form						PARCEL 3								
Date			10/30/2025			Inspector			JPotter					
City			Kansas City, Missouri			Project/Survey Area:			25 Campbell PIEA Area					
Address			2534 Campbell Street			Parcel Number			29-450-22-13-00-0-00-000					
Building Type		Commercial		# Stories	1	Building Material		Masonry		Basement:	X	Yes		No
Is Property improved		X	Yes		No	Property Size (Sq ft)		32,104						

**Property Condition**

Retaining Walls		Good where present.
Private Sidewalks & Drives		Good where present.
Lawns & Shrubs		None
Excessive stored Vehicles (not for retail sales purposes)		None
Open storage		None
Accessory Structures		None
Public Sidewalks, Curbs, Gutter		Yes, good
Catch Basins		Yes, good
Street Lights		Yes, good
Street Conditions		Good

Comments: Current use is commercial building with multiple tenants.

	Condition	Condition Present	Comment
1.	Defective or inadequate street layout or location of physical improvements, obsolescence and inadequate subdivision and platting contains land not used economically		
2.	Old, Decaying, Obsolete buildings, plants and structures		
3.	Buildings, Plants and structures whose operations are not economically feasible.		
4.	Intermittent commercial and industrial structures in a primary industrial area.		

5.	Insufficient space for the expansion and efficient use of land for industrial plants.		
Cause 1	Presence of conditions which retard economic growth.		
Cause 2	Presence of conditions which create economic waste.		

**Exhibit C: Supplemental Photo Log**

The following supplemental photograph log (not included previously in report) presents a review of the property tracts within the proposed Planning Area. Photos include images of property condition, infrastructure condition, and overall aspects of the facilities located within the District. All photos were taken on October 30<sup>th</sup>, 2025.



Figure 24 – Aerial View of the proposed 25 Campbell PIEA Area.



Photo 4 – 2534 Campbell street, Subject Parcel #3. Occupied business.



Photo 5 – 2534 Campbell Street, interior: typical.



Photo 6 – 2534 Campbell Street, conference room.



Photo 7 – 2534 Campbell, basement monitoring well location. Monitoring well is currently out of service.



Photo 8 – 2534 Campbell, ceiling deterioration.



Photo 9 – 2534 Campbell, water damage.



Photo 10 – View north along Campbell Street.



Photo 11 – Severely deteriorated sidewalk and curb-cut. Photo looking north along Campbell Street.



Photo 12 – Exterior wall, north side of 2534 Campbell Street.



Photo 13 – Photo looking north along Campbell Street. Note deteriorated state of sidewalk.



Photo 14 – View south along Campbell Street.



Photo 15 – View west along 25<sup>th</sup> Street. Subject area to left.



Photo 16 – View south along alleyway. Subject area to left. Note topographic rise of the subject area.



Photo 17 – View south along alleyway. Subject area to left. Note topographic rise of the subject area.



Photo 18 – View north along alleyway. Subject area to right. Note topographic rise of the subject area.



Photo 19 – View south along alleyway. Subject area to left. Note topographic rise of the subject area.



Photo 20 – Possible former monitoring well location.



Photo 21 – Possible former monitoring well location.



Photo 22 – View north along alleyway. Subject area to right. Note topographic rise of the subject area.



Photo 23 – Damaged utility along alleyway.



Photo 24 – Deteriorated alleyway. Photo looking south.

**Exhibit D: Environmental Covenant**



ELECTRONICALLY RECORDED  
JACKSON COUNTY, MISSOURI

05/31/2024 8:30 AM  
FEE: \$150.00 44 PGS

INSTRUMENT NUMBER  
**2024E0034313**

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(ABOVE SPACE RESERVED FOR RECORDER'S USE)

Document Title: Environmental Covenant  
Document Date: December 7, 2023  
Grantor: City of Kansas City General Services Department, 414 E. 12th Street, 11th Floor, Kansas City, MO 64106  
Grantee: City of Kansas City General Services Department, 414 E. 12th Street, 11th Floor, Kansas City, MO 64106  
Department: Missouri Department of Natural Resources,  
P.O. Box 176, Jefferson City, MO 65102  
Legal Description: See Exhibit A

### ENVIRONMENTAL COVENANT

This Environmental Covenant (Covenant) is entered into by and between the Grantor City of Kansas City General Services Department (Owner), the Grantee, City of Kansas City General Services Department (Holder) and the Missouri Department of Natural Resources (Department), pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039, of the Revised Statutes of Missouri (RSMo) and Missouri Risk-Based Corrective Action Rules, 10 C.S.R. 25-18.010. Owner, Holder, and the Department may collectively be referred to as the "Parties" herein.

### RECITALS

WHEREAS, Owner is the owner in fee simple of certain real property commonly known and numbered as Area Transportation Authority-Off-Site Property, 2500-2526 Campbell Street, Kansas City, Missouri, shown on the site map attached hereto as Exhibit B, and legally described as:

See Exhibit A

WHEREAS, the Property is situated in Jackson County;

WHEREAS, Owner desires to grant to the Holder this Covenant for the purpose of subjecting the Property to certain activity and use limitations as provided in the Missouri Environmental Covenants Act;

WHEREAS, the Missouri Department of Natural Resources enters into this Covenant as a "Department" pursuant to the Missouri Environmental Covenants Act, Sections 260.1000 through 260.1039, RSMo, with all the attendant rights of a "Department" under such Act, which include but are not limited to having a right to enforce this Covenant;

WHEREAS, Holder enters into this Covenant as a "Holder" pursuant to the Missouri Environmental Covenants Act, with all the attendant rights of a "Holder" under such Act, which include but are not limited to acquiring an interest in the Property and a right to enforce this Covenant;

WHEREAS, **City of Kansas City General Services Department** entered into a Letter of Agreement (Agreement) for the Property pursuant to the Department's Brownfields/Voluntary Cleanup Program (BVCP), Section 260.565, et seq., RSMo. This Agreement requires **City of Kansas City General Services Department** to file an Environmental Covenant with the appropriate recorder of deeds for the Property in the event that chemicals of concern remain at the site above standards that are protective of unrestricted land use, following the investigation and remediation of the site under the BVCP;

Environmental Covenant  
Page 2

WHEREAS, the environmental response project conducted at the Property included the following activities:

**Soil and groundwater sampling found total petroleum hydrocarbon (TPH) contamination in subsurface soil and groundwater, and lead and polycyclic aromatic hydrocarbon (PAH) contamination in surface soil. Additional site characterization, groundwater monitoring, and risk assessment in accordance with the 2006 Missouri Risk-Based Corrective Action (MRBCA) guidance document determined that contaminant concentrations in subsurface soils, soil vapor, and groundwater did not exceed the MRBCA residential risk-based target levels (RBTLs). However, concentrations of lead and PAHs in surface soils exceed both residential and non-residential RBTLs. A cap of eighteen inches of clean soil was installed at the site, underlain by orange barrier fencing, to prevent exposure of future site occupants to the surface soil contamination, and a Soil Management Plan was approved to maintain the clean soil cap. Based on this, the site may be used for non-residential and/or restricted residential use only.**

WHEREAS, upon completion of the environmental response project described above, contaminants of concern, which include, but may not be limited to lead and PAHs, will remain on the Property above levels that allow for the unrestricted use of the Property; and

WHEREAS, the environmental response project described above is deemed protective if, and only if, the activity and use limitations described in this Covenant remain in place for as long as the contaminants of concern remain at the Property above levels that allow for the unrestricted use of the Property.

NOW THEREFORE, Owner, Holder, and the Department agree to the following:

1. **Parties.**  
The Owner, Holder, and the Department are parties to this Covenant and may enforce it as provided in Section 260.1030, RSMo.
2. **Activity and Use Limitations.**  
Owner hereby subjects the Property to, and agrees to comply with, the following activity and use limitations:

A. **Engineered Controls for Soil**

Soil at the Property contains chemicals, as identified in reports on file at the Department offices in Jefferson City, Missouri, at concentrations exceeding the Department's cleanup standards for Residential and Non-Residential Land use in the areas shown on the map in Exhibit C. Based on reports on file at

the Department's offices in Jefferson City, Missouri, contaminants of concern remaining in the soil at the Property do not pose a significant current or future risk to human health or the environment so long as the engineered control(s) described below is/are maintained so as to prevent exposure, release, or migration of contaminants from the soil.

Therefore, the following engineered controls must remain in place and remain effective in accordance with the Department-approved Soil Management Plan, attached hereto as Exhibit C, unless and until the Department provides written approval for any modifications: An 18" cap of clean soil, underlain by orange barrier fencing, has been placed over the site. Soil at the Property shall not be excavated or otherwise disturbed in any manner unless under the provisions of the Soil Management Plan.

#### B. Restricted Residential Land Use

Based on reports on file at the Department's offices in Jefferson City, Missouri, the Property currently meets the Department's standards for non-residential use and for certain limited residential uses. Therefore, contaminants of concern remaining at the Property do not pose a significant current or future risk to human health or the environment so long as the restrictions below remain in place.

The Property may be used for non-residential purposes, and/or multi-family residential purposes such as apartments or condominiums; provided, however, that the Property shall not be used for single family homes, duplexes, etc.

If any person desires in the future to use the Property for any purpose or in any manner that is prohibited by this Covenant, the Department and the Holder must be notified in advance so that a Modification, Temporary Deviation, or Termination request can be considered as described below. Further analyses and/or response actions may be required prior to any such use.

#### 3. **Running with the Land.**

This Covenant shall be binding upon Owner and Owner's heirs, successors, assigns, and other transferees in interest (collectively referred to as "Transferees") during their period of ownership (except that the obligation described below in Paragraph 17 to re-direct any mis-directed communication shall continue beyond an Owner/Transferee's period of ownership), and shall run with the land, as provided in Section 260.1012, RSMo, subject to amendment or termination as set forth herein. The term "Transferee(s)," as used in this Covenant, shall mean any

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future owner of any interest in the Property or any portion thereof, including, but not limited to, owners of an interest in fee simple, mortgagees (subject to applicable lender liability protections prescribed by law), easement holders, and/or lessees.

**4. Location of Files and Records.**

Records of this environmental response project for the Property are currently located in the Department's offices in Jefferson City, Missouri. Information regarding the environmental response project may be obtained from the Department through a request under Chapter 610, RSMo, commonly referred to as the Missouri Sunshine Law, to the Department's Custodian of Records, referencing the site identification name of Area Transportation Authority-Off-Site Property.

**5. Enforcement.**

Compliance with this Covenant may be enforced as provided in Section 260.1030, RSMo. Failure to timely enforce compliance with this Covenant or the activity and use limitations contained herein by any party shall not bar subsequent enforcement by such party and shall not be deemed a waiver of the party's right to take action to enforce any non-compliance. Nothing in this Covenant shall restrict any person from exercising any authority or rights under any other applicable law.

In addition to or in lieu of any other remedy authorized by law, prior to taking legal action to enforce this Covenant, the Department may require Owner/Transferee to submit a plan to investigate and/or correct any alleged violation of this Covenant. If such Owner/Transferee fails to act within the required timeframe or if the Department finds a proposed remedy unacceptable, the Department may pursue any remedy authorized by law.

**6. Right of Access.**

Owner, on behalf of itself and any Transferees, hereby grants to the Holder and the Department and their respectively authorized agents, contractors, and employees, the right to access the Property at all reasonable times for implementation, monitoring, inspection, or enforcement of this Covenant and the related environmental response project. Nothing herein shall be deemed to limit or otherwise impede the Department's rights of access and entry under federal or state law or other agreement.

**7. Compliance Reporting.**

Owner/Transferee shall submit to Holder and the Department, by no later than January 31<sup>st</sup> of each year, documentation verifying that the activity and use limitations imposed hereby were in place and complied with during the preceding

calendar year. The Compliance Report shall include the following statement, signed by Owner/Transferee:

I certify that to the best of my knowledge, after thorough evaluation of appropriate facts and information, the information contained in or accompanying this submission is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

In the event that an Owner, Transferee, or Holder becomes aware of any non-compliance with the activity and use limitations described in Paragraph 2 above, such person or entity shall notify all other Parties to this Covenant in writing as soon as possible, but no later than 10 business days thereafter.

8. **Additional Rights.**  
None specified.

9. **Notice upon Conveyance.**  
Each instrument hereafter conveying any interest in the Property or any portion of the Property shall contain a notice of the activity and use limitations set forth in this Covenant, and provide the recording reference for this Covenant. The notice shall be substantially in the following form:

THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL COVENANT, DATED \_\_\_\_\_, 20\_\_, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF \_\_\_\_\_ COUNTY, \_\_\_\_\_, ON \_\_\_\_\_, 20\_\_, AS DOCUMENT \_\_\_\_\_, BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.

Owner/Transferee shall notify the Holder and the Department within 10 days following each conveyance of an interest in any portion of the Property. The notice shall include the name, address, and telephone number of the Transferee, and a copy of the deed or other documentation evidencing the conveyance.

10. **Representations and Warranties.**  
Owner hereby represents and warrants to the Holder and the Department that:

- A. Owner has the power and authority to enter into this Covenant, to grant the rights and interests herein provided, and to carry out all of Owner's obligations hereunder;
- B. that Owner is the sole owner of the Property and holds fee simple title, which is free, clear, and unencumbered;

- C. that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which Owner is a party or by which Owner may be bound or affected.

**11. Amendments, Termination, and Temporary Deviations.**

This Covenant may be amended or terminated by approval of the Department, Holder, and the current Owner/Transferee of record at the time of such amendment or termination, pursuant to Section 260.1027, RSMo. Any other Parties to this Covenant hereby waive the right to consent to any amendment to, or termination of, this Covenant. Following signature by all requisite persons or entities on any amendment or termination of this Covenant, Owner/Transferee shall record and distribute such documents as described below.

Temporary deviations from the obligations or restrictions specified in this Covenant may be approved by the Department in lieu of a permanent amendment to this Covenant. Owner/Transferee may submit a written request to the Department to temporarily deviate from specified requirements described herein for a specific purpose and timeframe, which shall not exceed 90 days. Any such request shall be transmitted to the Holder and the Department as described below. The request must specifically invoke this paragraph of this Covenant, fully explain the basis for such temporary deviation, and demonstrate that protection of human health and the environment will be maintained. The Department shall evaluate the request and convey approval or denial in writing. Owner/Transferee may not deviate from the requirements of this Covenant unless and until such approval has been obtained.

**12. Severability.**

If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

**13. Governing Law.**

This Covenant shall be governed by and interpreted in accordance with the laws of the State of Missouri.

**14. Recordation.**

Within 30 days after the date of the final required signature upon this Covenant or any amendment or termination thereof, Owner shall record this Covenant with the appropriate recorder of deeds for each county in which any portion of the Property is situated. Owner shall be responsible for any costs associated with recording this Covenant.

- 15. Effective Date.**  
The effective date of this Covenant shall be the date upon which the fully executed Covenant has been recorded with the office of the recorder of the county in which the Property is situated.
- 16. Distribution of Covenant.**  
Within 30 days following the recording of this Covenant, or any amendment or termination of this Covenant, Owner/Transferee shall, in accordance with Section 260.1018, RSMo, distribute a file- and date-stamped copy of the Covenant as recorded with the appropriate recorder of deeds (including book and page numbers) to: (a) each of the Parties hereto; (b) each person holding a recorded interest in the Property, including any mortgagees or easement holders; (c) each person in possession of the Property; (d) each municipality or other unit of local government in which the Property is located; and (e) any other person designated by the Department.
- 17. Contact Information.**  
Any document or other item required by this Covenant to be given to another party hereto shall be sent to:
- If to Owner/Transferee:  
Director  
City of Kansas City General Services Department  
414 E. 12th Street, 11th Floor  
Kansas City, MO 64106
- If to Holder:  
Director  
City of Kansas City General Services Department  
414 E. 12th Street, 11th Floor  
Kansas City, MO 64106
- If to Department:  
Project Manager – Area Transportation Authority-Off-Site Property  
Brownfields/Voluntary Cleanup Program, Environmental Remediation Program  
Missouri Department of Natural Resources  
P.O. Box 176  
Jefferson City, MO 65102-0176
- Owner/Transferee, Holder, or the Department may change their designated recipient of such notices by providing written notice of the same to each other. If

any notice or other submittal under this Covenant is received by a former Owner/Transferee who no longer has an interest in the Property, then such former Owner/Transferee shall notify the Department, the Holder, and the current Owner/Transferee of the Property regarding the mis-directed communication.

**18. Reservation of Rights.**

This Covenant is a necessary component of the environmental response project described above. Nothing in this Covenant shall be construed so as to relieve any Owner/Transferee from the obligation to comply with this Covenant during their period of ownership, or the obligation to comply with any other source of law. This Covenant is not a permit, nor does it modify any permit, order, agreement, decree, or judgment issued under any federal, state, or local laws or regulations, and the Department does not warrant or aver in any manner that an Owner/Transferee's compliance with this Covenant will constitute compliance with any such requirements. The Department reserves all legal and equitable remedies available to enforce this Covenant or any other legal requirement, and/or to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, the Property. Nothing herein shall be construed so as to prevent the Department or Holder from taking any independent actions as allowed by law.

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The undersigned represent and certify that they are authorized to sign this Covenant on behalf of their respective Parties.

IT IS SO AGREED:

**FOR OWNER:**

By: *Yolanda McKinzy* Date: *04/24/24*  
Yolanda McKinzy, Director  
City of Kansas City General Services Department  
414 E. 12th Street, 11th Floor  
Kansas City, MO 64106

Approved as to form:

*[Signature]*  
Assistant City Attorney

STATE OF MISSOURI )  
  )  
COUNTY OF JACKSON )

On this *24<sup>th</sup>* day of *April*, 202~~3~~<sup>4</sup>, before me a Notary Public in and for said state, personally appeared Yolanda McKinzy, Director of City of Kansas City General Services Department, known to me to be the person who executed the within Covenant in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.



*Regina M. Indelicato*  
Notary Public

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The undersigned represent and certify that they are authorized to sign this Covenant on behalf of their respective Parties.

IT IS SO AGREED:

**FOR HOLDER:**

By: *Yolanda McKinzy* Date: 4/24/24  
Yolanda McKinzy, Director  
City of Kansas City General Services Department  
414 E. 12th Street, 11th Floor  
Kansas City, MO 64106

Approved as to form:

*[Signature]*  
Assistant City Attorney

STATE OF MISSOURI                    )  
  )  
COUNTY OF JACKSON                )

On this 24<sup>th</sup> day of April, 2024, before me a Notary Public in and for said state, personally appeared Yolanda McKinzy, Director of City of Kansas City General Services Department, known to me to be the person who executed the within Covenant in behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.



*Regina M. Indelicato*  
Notary Public



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EXHIBIT A  
Legal Description

### Property Legal Description

#### **2500 Campbell:**

PART OF LOT 27 AND ALL OF LOTS 28 AND 29, BLOCK 2, RESURVEY OF BLOCKS 2 AND 3 OF CONTINUATION OF J. L. PORTER'S SECOND SUBDIVISION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 29, SAID CORNER BEING THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 25TH STREET WITH THE WEST RIGHT-OF-WAY LINE OF CAMPBELL STREET, AS BOTH STREETS ARE NOW ESTABLISHED; THENCE SOUTH ALONG THE EAST LINE OF SAID LOTS 29, 28 AND 27, AND SAID WEST RIGHT-OF-WAY LINE, OF CAMPBELL STREET, A DISTANCE OF 165.00 FEET; THENCE WEST, PARALLEL WITH SAID SOUTH RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 160.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 27, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF A 15.00 FOOT ALLEY, AS NOW ESTABLISHED; THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 27, 28 AND 29, AND SAID EAST RIGHT-OF-WAY LINE OF ALLEY, A DISTANCE OF 165.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 29, SAID CORNER BEING THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF ALLEY WITH AFORESAID SOUTH RIGHT-OF-WAY LINE OF 25TH STREET; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 29 AND SAID SOUTH RIGHT-OF-WAY LINE OF 25TH STREET, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF TAKEN OR USED FOR PUBLIC RIGHT OF WAY (Jackson County Parcel No. 29-540-22-16-02-0-00-000; commonly known as 2500 Campbell Street, Kansas City, Missouri); and

#### **2526 Campbell:**

**Tract 1:** THE NORTH 15 FEET OF LOT 26, AND THE SOUTH 25 FEET OF LOT 27, BLOCK 2, RESURVEY OF BLOCKS 2 AND 3 OF CONTINUATION OF J. L. PORTER'S SECOND SUBDIVISION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. **Tract 2:** LOTS 23, 24, 25 AND THE SOUTH 45 FEET OF LOT 26, BLOCK 2, RESURVEY OF BLOCKS 2 AND 3 OF CONTINUATION OF J. L. PORTER'S SECOND SUBDIVISION, A SUBDIVISION IN KANSAS CITY, JACKSON COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF (together, Jackson County Parcel No. 29-540-22-16-01-0-00-000; commonly referred to as 2526 Campbell Street, Kansas City, Jackson County, Missouri). (together, 2500 and 2526 Campbell Street are referred to as the "Property").

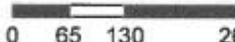
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EXHIBIT B  
Site Map



 Property Boundary



 Feet  
0 65 130 260

<b>FIGURE</b> <b>2</b>	Project Mgr: AM	Date: 12/23/20	 <b>BLACKSTONE</b> ENVIRONMENTAL	SHEET NAME	Site Vicinity Map
	Designed By: MO	Rev:		PROJECT NAME	KCATA Cap Evaluation
	Drawn By: MO	Rev:		LOCATION	25th to 26th St & Campbell St Kansas City, MO
	Checked by: LJ	Rev:			
	Job No.: 3058	Rev:			

**Exhibit E: Assumptions and Limiting Conditions**

This Qualification Analysis is subject to the following limiting conditions and assumptions:

1. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are Development Initiatives' unbiased professional analyses, opinions, and conclusions.
2. Information provided and utilized by various secondary sources is assumed to be accurate. Development Initiatives cannot guarantee information obtained from secondary sources.
3. The nature of real estate development is an unpredictable and often tumultuous. In particular, the natural course of development is difficult to predict and forecast. Development Initiatives deems our projections as "reasonable" considering the current and obtained information.
4. Development Initiatives has considered and analyzed the existing conditions concerning the subject property within the Planning Area. We have considered these existing conditions while making our analysis and conclusions. However, it should be understood that conditions are subject to change without warning, and potential changes could substantially affect our recommendations.
5. Our analyses, opinions and conclusions were prepared in conformance with the Code of Professional Ethics and Standards of the American Institute of Certified Planners.

**Exhibit F: Certification and Consultant Qualifications**

I certify that, to the best of my knowledge and belief...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. The Development Initiatives staff member completing this analysis is a member of the American Planning Association (APA). Furthermore, staff holds an “American Institute of Certified Planner (AICP)” designation through the APA.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
7. Development Initiatives has made a personal inspection of the property that is the subject of this report in October, 2025.
8. This study is not based on a requested result or a specific conclusion.
9. I have not relied on unsupported conclusions relating to characteristics such as race, color, religion, national origin, gender, marital status, familial status, age, receipt of public assistance income, handicap, or an unsupported conclusion that homogeneity of such characteristics is necessary to maximize value.



Jim Potter, AICP  
Development Initiatives

## Partner Profile

**Education**

MASTER OF ARCHITECTURE,  
UNIVERSITY OF KANSAS

B.G.S. ENVIRONMENTAL  
STUDIES,  
UNIVERSITY OF KANSAS

B.S. GEOGRAPHY, UNIVERSITY  
OF KANSAS

**Certifications**

American Institute of Certified  
Planners (AICP)  
American Planning  
Association

USGBC  
LEED Green Associate

Kansas Licensed Real Estate  
Salesperson

Missouri Licensed Real Estate  
Salesperson

**Professional Affiliations**

MEMBER, AMERICAN PLANNING  
ASSOCIATION (APA)

PAST-PRESIDENT,  
KC METRO SECTION,  
AMERICAN PLANNING  
ASSOCIATION (APA)

CHAIRMAN,  
RIVER MARKET COMMUNITY  
IMPROVEMENT DISTRICT (CID)

BOARD MEMBER,  
SUSTAINABLE ADVISORY BOARD,  
LEAWOOD, KS

Member, USGBC

**James C. Potter, AICP, LEED GA**

Jim is the founding partner at Development Initiatives and is responsible for instilling the firm's vision of excellence in the staff. His background has run the spectrum of urban redevelopment to community planning projects. From environmental due diligence activities to managing multi-million dollar bond projects, Jim has experience in a myriad of development functions.

Jim has degrees in Environmental Science and Geography, as well as a Master of Architecture, all from the University of Kansas. His past employment with the Kansas City Economic Development Corporation has educated Jim in the intricacies of 60 to 80 different City, State, and Federal tax incentives programs.

Since the establishment of Development Initiatives in 1999, Jim has coordinated numerous urban renewal and tax increment financing projects for countless communities across the Midwest. Jim uses his experience and relationships with local and state development officials to maximize the effectiveness of the projects he manages and the incentives sought on behalf of our clients.

Jim has yet another layer of expertise that he adds to DI's repertoire, real estate development. Potter has partnered in such notable residential projects as 4646 Broadway on the Plaza, City Homes in the River Market and the 5 Delaware Condominiums all in Kansas City.

Jim resides in Leawood, Kansas with his wife Amy and their son, Hayden.

Development Initiatives  
3965 W. 83<sup>rd</sup> Street, #145 Prairie Village, Kansas 66208  
v. 816-916-3664  
jpotter@di-kc.com

**DEVELOPMENT INITIATIVES, BLIGHT/CONSERVATION-HISTORICAL PROJECT SUMMARY**

- BLIGHT ANALYSIS (353), JOHN KNOX VILLAGE, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (353), DOWNTOWN & RESIDENTIAL UPDATE, LIBERTY, MO
- BLIGHT ANALYSIS (PIEA), BLOCK 138 PIEA PLANNING AREA, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), I-49 CROSSING, GRANDVIEW, MO
- BLIGHT ANALYSIS (TIF), PEER REVIEW, 305 N. MAIN STREET, ST. CHARLES, MO
- BLIGHT ANALYSIS (TIF), CAMERON COMMONS TIF, CAMERON, MO
- BLIGHT ANALYSIS (TIF/CID), BELTON 58 CHOPPER, BELTON, MO
- BLIGHT ANALYSIS (353), K-353 REDEVELOPMENT PLAN, KEARNEY, MO
- CONSERVATION ANALYSIS (TIF), MUR-LEN CROSSING, OLATHE, KS
- QUALIFICATIONS ANALYSIS (PIEA), KCI INTERMODAL PIEA, KANSAS CITY, MO
- BLIGHT ANALYSIS (CID), RUSKIN HEIGHTS CID, KANSAS CITY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), 27<sup>TH</sup> & CLEVELAND PIEA, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), HISTORIC NE LOFTS, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), FRONT ST. INDUSTRIAL, KCMO
- BLIGHT ANALYSIS (TIF), 108-110 W. MAIN STREET TIF, SMITHVILLE, MO
- BLIGHT ANALYSIS (CID), DOWNTOWN UPLIFT CID, CAMERON, MO
- BLIGHT ANALYSIS (353) AMENDMENT, DOWNTOWN UPLIFT 353, CAMERON, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), CLOVERLEAF APARTMENTS, KCMO
- BLIGHT ANALYSIS (CID), TIFFANY SQUARE EAST CID, KANSAS CITY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), CITADEL PIEA, KANSAS CITY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), WALNUT GROVE PIEA, KCMO
- BLIGHT ANALYSIS (353), OLD TOWN BELTON, BELTON, MO
- BLIGHT ANALYSIS (TIF), AVIARA REDEVELOPMENT, LIBERTY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), OAK PARK PIEA, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), WESTPORT HIGH SCHOOL, KCMO
- BLIGHT ANALYSIS (TIF), 2107 S. 4<sup>TH</sup>, LEAVENWORTH, KS
- BLIGHT ANALYSIS (CID), 1645 KEARNEY ROAD, EXCELSIOR SPRINGS, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), 43 ANTIOCH, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), PECULIAR MAIN STREET TIF PLAN, PECULIAR, MO
- BLIGHT ANALYSIS (CID), WALLSTREET TOWER GARAGE, KANSAS CITY, MO
- BLIGHT ANALYSIS (353), DOWNTOWN PARKVILLE REDEVELOPMENT PLAN, PARKVILLE, MO
- BLIGHT ANALYSIS (CID), SOUTHSIDE PLAZA, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (353), RESIDENTIAL UPLIFT, LIBERTY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), MIDTOWN PRO-ACTIVE HOUSING, KCMO
- BLIGHT ANALYSIS (CID), RIVERSIDE CROSSING CID, RIVERSIDE, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), ARMOUR GILLHAM ADD., KCMO
- BLIGHT ANALYSIS (CID), ROMANELLI CENTER, KANSAS CITY, MO
- BLIGHT ANALYSIS (CID), 45<sup>TH</sup> & MAIN CID, KANSAS CITY, MO
- BLIGHT ANALYSIS (353), DOWNTOWN UPLIFT 353, CITY OF CAMERON, MO
- BLIGHT ANALYSIS (TIF), ASSOCIATED WHOLESALE GROCERS, GARDNER, KS

- BLIGHT ANALYSIS (353), MAIN CENTER REDEVELOPMENT CORPORATION, CITY OF BLUE SPRINGS, MO
- BLIGHT ANALYSIS (TIF), CITY OF MOUNT VERNON, MO
- BLIGHT ANALYSIS & REDEVELOPMENT PLAN (PIEA), 19<sup>TH</sup> & MCGEE, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), ALLIS-CHALMERS, INDEPENDENCE, MO
- BLIGHT ANALYSIS (CID), GRANDVIEW STATION, GRANDVIEW, MO
- BLIGHT ANALYSIS & REDEVELOPMENT PLAN (PIEA), EAST BANNISTER AMENDMENT, KCMO
- BLIGHT ANALYSIS & REDEVELOPMENT PLAN (PIEA), NORTH MONTGALL PIEA, KCMO
- BLIGHT ANALYSIS (CID), 85 WORNALL, KANSAS CITY, MO
- BLIGHT ANALYSIS (353), 2708 TROOST, KANSAS CITY, MO
- BLIGHT ANALYSIS (CID), KANSAS & KEARNEY, SPRINGFIELD, MO
- BLIGHT ANALYSIS (TIF), OSAGE STATION, OSAGE BEACH, MO
- BLIGHT ANALYSIS & REDEVELOPMENT PLAN(PIEA), EAST BANNISTER, KCMO
- BLIGHT ANALYSIS (353), CITY OF NORTH KANSAS CITY, MO
- BLIGHT ANALYSIS (353), HILLYARD TIF, ST. JOSEPH, MO
- BLIGHT ANALYSIS (TIF), VILLAGE AT VIEW HIGH, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (CID), INTERCONTINENTAL, KANSAS CITY, MO
- BLIGHT ANALYSIS (LCRA), 50HIGHWAY/M-291 URA EXPANSION, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (CID), FLINT HILLS MALL, EMPORIA, KS
- BLIGHT ANALYSIS (CID), LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (353), DOWNTOWN RICHMOND, MO
- BLIGHT ANALYSIS (TIF), GATEWAY VILLAGE, GRANDVIEW, MO
- BLIGHT ANALYSIS (353), ALANA HOTEL APARTMENTS, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), MISSION FALLS TIF, MISSION, KS
- BLIGHT ANALYSIS (LCRA), EAST CROSSROADS URA, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), JOPLIN, MO
- BLIGHT ANALYSIS (TIF), ARROWHEAD POINTE, OSAGE BEACH, MO
- BLIGHT ANALYSIS (353), JKV, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (353/CID), ROLLA, MO
- BLIGHT ANALYSIS (353), LIBERTY, MO
- BLIGHT ANALYSIS (EEZ), HOLT COUNTY, MO
- BLIGHT ANALYSIS (CID), LAKEWOOD CID, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (CID), SOUTH GLENSTONE CID, SPRINGFIELD, MO
- BLIGHT ANALYSIS (353), RICHMOND, MO
- BLIGHT ANALYSIS (LCRA), 50/M-291, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (LCRA), LAKEWOOD BUSINESS PARK, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), 18<sup>TH</sup> & MCGEE AMEND. KCMO
- BLIGHT ANALYSIS (LCRA), 36<sup>TH</sup> & GILLHAM, KANSAS CITY, MO
- BLIGHT ANALYSIS (CID), NOLAND FASHION SQUARE, INDEPENDENCE, MO
- BLIGHT ANALYSIS (353), HEER'S BUILDING, SPRINGFIELD, MO
- BLIGHT ANALYSIS (TIF), VIEW HIGH GREEN, LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (353), BELVOIR 353 PLAN, LIBERTY, MO

- BLIGHT ANALYSIS (TIF), BELVOIR TIF PLAN, LIBERTY, MO
- BLIGHT ANALYSIS (CID), SOUTH 63 CORRIDOR CID, CITY OF KIRKSVILLE, MO
- CONSERVATION ANALYSIS (TIF), WINCHESTER, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), CARONDELET, KANSAS CITY, MO
- BLIGHT ANALYSIS (TIF), SUNRISE BEACH, MISSOURI
- BLIGHT ANALYSIS (353), CITY OF LEE'S SUMMIT, MISSOURI
- BLIGHT ANALYSIS (LCRA), DOWNTOWN CORE, CITY OF LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (LCRA), LICATA PLAN, CITY OF LEE'S SUMMIT, MO
- BLIGHT ANALYSIS (353), CITY OF LIBERTY, MISSOURI
- BLIGHT ANALYSIS-PEER REVIEW (353), GRANDVIEW, MO
- BLIGHT ANALYSIS (CID), CROSSROADS SHOPPING CENTER, LIBERTY, MO
- BLIGHT ANALYSIS (TIF), HIGHWAY Y & 58, BELTON, MO
- BLIGHT ANALYSIS(CID), LIBERTY CORNERS SHOPPING CENTER, LIBERTY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), VIVION CORRIDOR, KCMO
- BLIGHT ANALYSIS (TIF), SOUTH HIGHWAY 63 CORRIDOR, KIRKSVILLE, MISSOURI
- BLIGHT ANALYSIS-PEER REVIEW, (TIF), ATCHISON, MISSOURI
- BLIGHT ANALYSIS (TIF), HIGHPOINTE SHOPPING CENTER, OSAGE BEACH, MISSOURI
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), 39<sup>TH</sup> & STATE LINE, KCMO
- CONSERVATION ANALYSIS (MODESA), LAKE OZARK, MISSOURI
- BLIGHT ANALYSIS-PEER REVIEW, (TIF), MARINA VIEW, KIRKSVILLE, MISSOURI
- CONSERVATION ANALYSIS (TIF), CLAYTON, MISSOURI
- BLIGHT ANALYSIS, (TIF), DOGWOOD CENTRE, KIRKSVILLE, MISSOURI
- BLIGHT ANALYSIS, (TIF), BRISCOE TIF, LAKE OZARK, MISSOURI
- BLIGHT ANALYSIS, (TIF), US 54 & BUSINESS 54, LAKE OZARK, MISSOURI
- BLIGHT ANALYSIS, (TIF), QUADRA TIF, BELTON, MISSOURI
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), DODSON PIEA, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), CROSSROADS ARTS, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), CROSSROADS AMEND., KCMO
- BLIGHT ANALYSIS, (TIF), ROGERS SPORTING GOODS, LIBERTY, MISSOURI
- BLIGHT ANALYSIS, (TIF), BELTON MARKETPLACE, BELTON, MISSOURI
- BLIGHT ANALYSIS-PEER REVIEW, (353), WESTFIELD CORP., ST. CHARLES, MO
- BLIGHT ANALYSIS, (TIF), KANSAS CITY, MO SWOPE COMMUNITY BUILDERS
- CONSERVATION ANALYSIS, (TIF), LAKE LOTAWANA, MO
- BLIGHT ANALYSIS, (TIF), OSAGE BEACH, MO, OAK RIDGE LANDING DEVELOPMENT
- BLIGHT ANALYSIS, (TIF), LAKE OZARK, MO, STANTON DEVELOPMENT COMPANY
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), WASHINGTON 23 AMEND., KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), FILM ROW, KCMO
- CONSERVATION ANALYSIS, (TIF), KANSAS CITY, MO, TIME EQUITIES, INC., NY, NY
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), VALENTINE/BROADWAY, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), WASHINGTON 23, KCMO

- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), BOULEVARD BREWING COMPANY, KCMO
- BLIGHT ANALYSIS (TIF), OZARK DIVERSIFIED DEVELOPERS, BRANSON, MO
- BLIGHT ANALYSIS (TIF), MCCOWN GORDON CONSTRUCTION, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), LEVITT ENTERPRISES, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), TIME EQUITIES, NY, NY
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), URBAN COEUR DEVELOPMENT, KCMO
- BLIGHT ANALYSIS (TIF), HOSPITALITY MANAGEMENT ASSOC., LINCOLN, NE
- BLIGHT ANALYSIS (TIF), HUSCH & EPPENBERGER, LLC, KANSAS CITY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), KANSAS CITY NEIGHBORHOOD ALLIANCE, KCMO
- BLIGHT ANALYSIS (TIF), KING HERSHEY, ATTORNEYS AT LAW, KCMO
- BLIGHT ANALYSIS (TIF), LATHROP & GAGE, ATTORNEYS AT LAW, KCMO
- BLIGHT ANALYSIS (TIF), POLSINELLI SHALTON WELTE, ATTORNEYS AT LAW, KCMO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA), COMPASS ENVIRONMENTAL, CHICAGO, ILLINOIS
- BLIGHT ANALYSIS (TIF), DST REALTY, KANSAS CITY, MO
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA) MCZ CENTRUM, CHICAGO, ILLINOIS
- BLIGHT ANALYSIS AND REDEVELOPMENT PLAN (PIEA) UNION HILL DEV, KCMO
- BLIGHT STUDY AND ANALYSIS (TIF), GRAIN VALLEY, MISSOURI, WARD DEV CO.
- BLIGHT STUDY AND ANALYSIS, PERSHING STATION PARTNERS, KCMO