# Kansas City

414 E. 12th Street
Kansas City, MO 64106

## Agenda

## Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

**Tuesday, August 4, 2026** **10:30 AM** **26th Floor, Council Chamber**

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

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

Any closed session may be held via teleconference.

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

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

***Public Testimony is Limited to 2 Minutes***

FIRST READINGS

**260676** Sponsor: Director of General Services

Authorizing the Director of General Services to execute a one (1) year lease agreement with two (2) options to renew for one (1) year each with KC Mothers In Charge for the purpose of an office space at the Robert J. Mohart Center, located at 3200 Wayne Avenue, Kansas City Missouri, 64109.

**Attachments:** KC Mothers in Charge Docket Memo 070926
KCMIC DRAFT Lease new template DRAFT 052826_063026aw
CREO-02788 - approved 062326 Non-Discrimination & Equal Opportunity Review Document Upload_Contract NA_KCMIC

**260678** Sponsor: Councilmember Darrell Curls

Amending Chapter 2, Code of Ordinances, "Administration," by enacting a new Section 2-73 establishing a City Council Policy Manual and a City Council Handbook and prescribing procedures for their adoption, amendment, and maintenance.

**Attachments:** 2025.01.22; HANDBOOK; City Council Handbook
Docket Memo 260678 Final

**260679** Sponsor: Councilmember Darrell Curls

RESOLUTION - Adopting an Addendum to the City Procurement Card Policy for City Council Offices, attached as Exhibit A, as a policy statement of the City Council and directing its inclusion in the Council Policy Manual pursuant to Section 2-73 of the Code of Ordinances.

**Attachments:** Docket Memo 260679 FInal

**260680** Sponsor: Councilmember Darrell Curls

RESOLUTION - Adopting an Addendum to the City Travel Policy for City Council Offices, attached as Exhibit A, as a policy statement of the City Council and directing its inclusion in the Council Policy Manual pursuant to Section 2-73 of the Code of Ordinances.

**Attachments:** Docket Memo 260680 Final

**260686** Sponsor: Councilmember Melissa Patterson Hazley

Reducing appropriations in the Capital Improvements Sales Tax Fund (3090) by $500,000.00 from District 3 Project Holding; appropriating $500,000.00 from the Unappropriated Fund Balance of the Capital Improvements Sales Tax Fund (3090) for construction funding of various needs for the Forest Avenue Sidewalk project in the Wheatley-Provident area; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** Docket Memo - 260686 - Public Works

**260687** Sponsor: Councilmember Melissa Patterson Hazley

Appropriating $40,000.00 from the Unappropriated Fund Balance of the Water Fund (8010) for water main improvements on Forest Avenue near the former Wheatley-Provident Hospital site; appropriating $30,000.00 from the Unappropriated Fund Balance of the Sewer Fund (8110) for sewer main improvements on Forest Avenue; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** Docket Memo - 260687 - Water Updated

**260688** Sponsor: Mayor Quinton Lucas, Councilmembers Andrea Bough, Kevin O'Neill, Johnathan Duncan, Melissa Robinson, Melissa Patterson Hazley, Darrell Curls, Lindsay French and Eric Bunch

Directing the City Manager to suspend application and enforcement of the City's Minority and Woman Business Enterprise ("M/WBE") and Construction Workforce Programs; directing the City Manager to develop new business enterprise and workforce programs and report back on the implementation of said programs in sixty days; and directing the City Manager to initiate the process to have a new disparity study completed in five years' time.

*****THIS ITEM WILL BE HELD UNTIL AUGUST 11, 2026*****

**Attachments:** 260688 No Docket Memo

**260689** Sponsor: Mayor Quinton Lucas, Councilmembers Andrea Bough, Kevin O'Neill, Johnathan Duncan, Melissa Robinson, Melissa Patterson Hazley, Darrell Curls, Lindsay French and Eric Bunch

Directing the City Manager to suspend application and enforcement of the City's Minority and Woman Business Enterprise ("M/WBE") Program; directing the City Manager to develop a new business enterprise and report back on the implementation of said program in thirty days; and directing the City Manager to initiate the process to have a new disparity study completed in five years' time.

*****THIS ITEM WILL BE HELD UNTIL AUGUST 11, 2026*****

**Attachments:** 260689 No Docket Memo

**260690** Sponsor: Mayor Quinton Lucas, Councilmembers Andrea Bough, Kevin O'Neill, Johnathan Duncan, Melissa Robinson, Melissa Patterson Hazley, Darrell Curls, Lindsay French and Eric Bunch

Repealing Chapter 3, Article IV, Division 2 of the City's Code of Ordinances and terminating the City's Minority and Woman Business Enterprise ("M/WBE") Program; directing the City Manager to develop a new business enterprise program and report back on the implementation of said program in thirty days; and directing the City Manager to initiate the process to have a new disparity study completed in five years' time.

*****THIS ITEM WILL BE HELD UNTIL AUGUST 11, 2026*****

**Attachments:** 260690 No Docket Memo

**260691** Sponsor: Mayor Quinton Lucas, Councilmembers Andrea Bough, Kevin O'Neill, Johnathan Duncan, Melissa Robinson, Melissa Patterson Hazley, Darrell Curls, Lindsay French and Eric Bunch

Repealing Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances and terminating the City's Minority and Woman Business Enterprise ("M/WBE") and Construction Workforce Programs; directing the City Manager to develop a new business enterprise program and report back on the implementation of said program in thirty days; and directing the City Manager to initiate the process to have a new disparity study completed in five years' time.

*****THIS ITEM WILL BE HELD UNTIL AUGUST 11, 2026*****

**Attachments:** 260691 No Docket Memo

**260692** Sponsor: Mayor Quinton Lucas, Councilmembers Andrea Bough, Kevin O'Neill, Johnathan Duncan, Melissa Robinson, Melissa Patterson Hazley, Darrell Curls, Lindsay French and Eric Bunch

An ordinance enacting the small business program.

*****THIS ITEM WILL BE HELD UNTIL AUGUST 11, 2026*****

**Attachments:** Docket Memo - 260692 - CREO (002) (003)

HELD IN COMMITTEE

**260663** Sponsor: Mayor Quinton Lucas

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

**Attachments:** Docket Memo - 260663 - City Manager's Office

**260664** Sponsor: Mayor Quinton Lucas

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

**Attachments:**
3ed920dc-6a53-444a-8a2b-fa35a7b9d63d
5d5eb42c-2024-4272-86ad-952dd66ac02e
11f050f1-0a4d-4a86-8f1c-a9e6d49c8abb
76b19717-83f2-4e8b-9a7f-c0953b29bcd7
81ad9f79-c6b8-4e4a-8db5-eb41e14f0456
69230c8d-ff87-402d-8993-51e648bcc72a
99067dcd-f944-40b5-aac8-7fad0f0acd12
b16c40fc-d9cb-47ba-8484-7dbbb0e925e2
f7896a6d-a08f-418e-97a0-51d11f67c89e
Docket Memo - 260664 - City Manager's Office

**260665** Sponsor: Mayor Quinton Lucas

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

**Attachments:**
260665 no docket memo
Docket Memo - 260665 - City Manager's Office

## ADDITIONAL BUSINESS

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

2. Closed Session
• Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;
• Pursuant to Section 610.021 subsection 2 of the Revised Statutes of Missouri to discuss real estate;
• Pursuant to Section 610.021 subsections 3 and 13 of the Revised Statutes of Missouri to discuss personnel matters;
• Pursuant to Section 610.021 subsection 9 of the Revised Statutes of Missouri to discuss employee labor negotiations;
• Pursuant to Section 610.021 subsection 11 of the Revised Statutes of Missouri to discuss specifications for competitive bidding;
• Pursuant to Section 610.021 subsection 12 of the Revised Statutes of Missouri to discuss sealed bids or proposals; or
• Pursuant to Section 610.021 subsection 17 of the Revised Statutes of Missouri to discuss confidential or privileged communications with auditors.

3. Those who wish to comment on proposed ordinances can email written testimony to public.testimony@kcmo.org. Comments received will be distributed to the committee and added to the public record by the clerk.

The city provides several ways for residents to watch City Council meetings:
• Livestream on the city's website at www.kcmo.gov
• Livestream on the city's YouTube channel at https://www.youtube.com/watch?v=3hOuBIg4fok
• Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.
• To watch archived meetings, visit the City Clerk's website and look in the Video on Demand section: http://kansascity.granicus.com/ViewPublisher.php?view_id=2

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

Adjournment

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260676

ORDINANCE NO. 260676

Sponsor: Director of General Services

Authorizing the Director of General Services to execute a one (1) year lease agreement with two (2) options to renew for one (1) year each with KC Mothers In Charge for the purpose of an office space at the Robert J. Mohart Center, located at 3200 Wayne Avenue, Kansas City Missouri, 64109.

WHEREAS; the revenue for this lease was previously estimated at $8,800.32.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the General Services Department is authorized to execute a one (1) year lease agreement with two (2) options to renew for one (1) year each with KC Mothers In Charge for the purpose of an office space in the Robert J. Mohart Center, located at 3200 Wayne Avenue, Kansas City, Missouri 64106, which is attached hereto in substantial form.

..end

---

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

_____
Brenton Siverly
Director of Finance

Approved as to form:

_____
Abigail Judah
Associate City Attorney

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260676
Submitted Department/Preparer: General Services
Revised 01/30/25

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

## Executive Summary

Authorizing the Director of General Services to execute a one (1) year lease agreement with two (2) options to renew for one (1) year each with KC Mothers In Charge for the purpose of an office space at the Robert J. Mohart Center, located at 3200 Wayne, Kansas City Missouri, 64106.

## Discussion

Renewing a lease with KC Mothers In Charge located at the Mohart Center. KCMIC has been at this location since 2018 and provides special services and support to families affected by homicide.

## Fiscal Impact

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

2. What is the funding source?
   1000-071600-457500 – Previously appropriated revenue in the amount of $8,800.32.

3. How does the legislation affect the current fiscal year?
   No increase in rent from previous lease. Projected revenue for FY27 will remain the same.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   Yes, it will contribute to City revenue in the future per council approval of lease renewals.

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

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

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

**Additional Discussion (if needed)**
This legislation contributes revenue to the General Fund.

## Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

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

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

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

## Prior Legislation

220457, 230591

## Service Level Impacts

N/A

## Staff Recommendation

GSD

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

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

Long time tenant, providing critical community services to those affected by homicide.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

**260676**
**LEASE AGREEMENT**
**[3200 WAYNE AVENUE]**
**Robert J. Mohart Multi-Purpose Center**

**THIS LEASE** (the "**Lease**") is made on this_____day of_____by and between the **City of Kansas City,** a Missouri constitutionally chartered municipal corporation (hereinafter called the "**Lessor**" or "**City**"), and **KC Mothers In Charge,** a Missouri (hereinafter called "**Lessee**") (Collectively, the Lessor and the Lessee may be referred to herein as the "**Parties**"). The Parties hereby agree as follows:

**1. PREMISES.** Lesser hereby grants to said Lessee the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises: Rooms **#122, 123, 124, 124A, 124B**; approximately **1,004.03** square feet at the Robert J. Mohart Multi-Purpose Center, **3200 Wayne Avenue, Kansas City Missouri, 64109** ("**Premises**").

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

**3. RENT.** During the Term, Lessee shall, pursuant to the Lease, pay a monthly rent of **Seven Hundred Thirty Three Dollars and Thirty Six cents ($733.36) per month**.

The total rent due for the initial twelve (12) month Lease is **Eight Thousand Eight Hundred Dollars and Thirty Two Cents ($8,800.32)**, and Lessee is responsible for all rent payments through the end of the Term. Future rental amounts due are outlined on the rent schedule attached hereto and incorporated herein as **Exhibit A.**[1]

Tenant is receiving a 50% rent subsidy as calculated in Exhibit A as attached hereto and incorporated herein per approval of Director of General Services as of 6/23/26.

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

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

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

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

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

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

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

**6. USE OF PREMISES; ACCESS; PARKING**. The Premises shall be used for the purpose of office space and location for a non-profit organization which supports families of victims of homicide and no other use unless specifically authorized by the Lessor through its Director of General Services. Lessee agrees to notify the City's Director of General Services regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section. Lessee is further authorized to use the following common areas of the Robert J. Mohart Multi-Purpose Center ("**Mohart Building**") under this Lease: bathrooms, hallways, sidewalks, and parking lot, subject to parking use restrictions as determined by the City (the "**Common Areas**"). Lessee is authorized to use the Premises and Common Areas during the hours between 7:30 am through 11:00 pm ("**Building Hours**"). Lessee shall submit an advance written request to the City to access to the multi-purpose room, board room, Ruth Ann Harper Room, kitchen, or auditorium, which may be available subject to a first come, first serve basis and subject to programming and reservation fees determined at the time of reservation. Lessee shall have access to a maximum of ____ parking spaces in the Mohart Building parking lot during Building Hours, and shall require all cars to display a parking pass as provided by Lessor. Unless otherwise authorized in writing, parking in the Mohart Building parking lot outside of Building Hours is strictly prohibited. To maintain security at the Mohart Building, Lessor will issue personalized badges for Lessor's employees and agents as of the Effective Date. Lessor will provide ____ badges for access to the Mohart Building. Lessee may request additional badges subject to a $15.00 fee, which may increase from time to time depending on Lessor's costs, and must be requested in writing with all necessary personal information for such badge at least three (3) business days in advance. Lessee shall provide Lessor with at least twenty-four (24) hours' notice if Lessee

seeks to remove security access from any individual. **While Lessor uses its best efforts to keep the Mohart building secure to tenants and their guests, Lessee uses the Premises and stores any personal property in the same at its own risk and expense and Lessor does not provide keys to individual offices or classrooms. Lessee may, however, secure the Premises with locks upon written authorization from Lessor, and shall provide Lessor with access by key, code, or other manner to access the Premises consistent with the Lease.**

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

**8. HAZARDOUS SUBSTANCES AND WASTES.** Lessee agrees that it will not keep, ship to, ship from, permit, or generate any Hazardous Material on the Leased Premises without the express consent of the Lessor. "Hazardous Material" shall mean (i) "Hazardous Substances" as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601 et seq.; (ii) "Hazardous Wastes", as defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Sections 6902 et seq.; (iii) "Hazardous Waste," as that term is defined by the Missouri Hazardous Waste Management Law, RSMO Section 260.350, et seq.; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended; (v) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60) degrees Fahrenheit and 14.7 pounds per square inch absolute, except for 2000 gallons of recycled oil used for the purpose of heating the Premises; (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C S 2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition.

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

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

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

**12. UTILITIES AND SERVICES**. Lessee shall pay for its internet and phone access. Lessor will provide all building operating expenses, water, electricity and gas, common area maintenance, building-related repairs, HVAC maintenance, exterior security, and snow removal, unless otherwise herein expressly provided. Lessee shall provide janitorial within the Premises, leave all trash bags and recycling bins in the hallway for removal, and maintain any plumbing or fixtures within the Premises.

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

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

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

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

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

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

c. Lessee agrees to carry property insurance for the leased portion of premises and shall be on a replacement cost basis. Lessee is responsible for carrying their own personal property insurance.

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

**18. DAMAGE BY CASUALTY.** In case, during the term created or previous thereto, the Premises hereby let, shall be destroyed or shall be so damaged by fire or other casualties, as to become not tenantable, then in such event, at the option of the Lessor, the term hereby created shall cease, and this Lease shall become null and void from the date of such damage or destruction and the Lessee shall immediately surrender said Premises and all interests therein to Lessor and Lessee shall pay rent within said term only to the time of such surrender; provided, however, that Lessor shall exercise the such option to so terminate this Lease by notice in writing, delivered to Lessee within sixty days after such damage or destruction. In case Lessor shall not so elect to terminate this Lease, in such event, this Lease shall continue in full force and effect and the Lessor shall repair the Leased Premises with all reasonable promptitude, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose may enter said Premises and rent shall abate in proportion to the extent the Premises are untenable and the duration of time the Premises are not tenantable. In either event, Lessee shall remove all rubbish, debris, merchandise, furniture, equipment, and other of its personal property, within ten days after the request of the Lessor. If the Leased Premises shall be slightly injured by fire or the elements, so as not to render the same not tenantable and unfit for occupancy, then the Lessor shall repair the same with all reasonable promptitude, and in that case, the rent shall not abate. No compensation or claim shall be made by or allowed to the Lessee by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Leased Premises, however, the necessity may occur.

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

paragraph.

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

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

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

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

**24. ASSIGNMENT AND SUBLEASE.** Lessee shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in

possession thereof without the prior written consent of Lessor. Lessor retains the right to withhold its consent for any assignment, transfer, or sublease for any reason whatsoever, including limiting the type of use or number of similar subleases on Premises at any given time. Any sublease of Premises must contain a subrogation provision and an indemnity provision that mirrors the language of Sections 19 and 20 of this Lease, with the Sublessee indemnifying the Lessor. Sublessee also shall require any Sublessee to obtain insurance coverage in amounts equal to those in Section 17 of this Lease and naming Lessor as an additional insured. Lessee understands, however, that in the event of a sublease, Lessee is still responsible for complying with all terms of this Lease.

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

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

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

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

**29. DEFAULT**. Lessee shall be in default hereunder if (i) Lessee fails to pay when due Rent and/or any other sums due under this Lease and such default shall continue for more than five (5) days after written notice from Lessor to Lessee ("Monetary Default"); or (ii) Lessee fails to observe, comply, or perform any of the other provisions of this Lease and such default shall continue for more than ten (10) days after written notice from Lessor to Lessee ("Nonmonetary Default"). If Lessee is in default for more than five (5) days after Lessor gives written notice of a Monetary Default, or ten (10) days after Lessor gives written notice of a Nonmonetary Default, or if the Premises has been vacated or abandoned, Lessor may declare the Term ended and re-enter the Premises with or without process of law. No such re-entry or taking possession of the Premises shall be construed as an election on Lessor's part to terminate this Lease unless Lessor provides Lessee with a written notice of termination. Upon such termination, at the option of the Lessor, and Lessor may re-enter the Premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this Lease shall terminate and the Lessor may exclude Lessee from the Premises, changing the lock on the door or doors if deemed necessary, if applicable, without being liable to Lessee for any damages or for prosecution therefor; Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the Lessee

expressly agrees, notwithstanding termination of this Lease and re-entry by the Lessor that the Lessee shall remain liable for a sum equal to the entire rent payable to the end of the Term hereof and shall pay any loss or deficiency sustained by the Lessor on account of the Premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee, without notice may re-let the Leased Premises or any part thereof for the remainder of the Term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between sum equal to the amount of rent payable during the residue of the Term and net rent received by the Lessor during the Term after deducting all expenses of every kind for repairs, recovering possession and reletting the same, which differences shall accrue and be payable monthly.

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

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

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

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

**31. BANKRUPTCY.** Neither this Lease nor any interest therein nor in any estate hereby created shall pass to any trustee receiver in bankruptcy or to any other receiver or assignee for the

benefit of creditors or otherwise by operation of law during the term of this lease or any renewal thereof.

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

**Rosilyn Temple**

**Executive Director**

**KC Mothers In Charge**

**3200 Wayne Ave**

**Kansas City, MO 64109**

rosilyn.temple@kcmothersincharge.org

**816-606-8118**

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

**33. COVENANTS TO RUN WITH THE PREMISES.** The covenants herein contained shall run with the Premises hereby let and bind the heirs, executors, administrators, assigns, and successors of the Lessor and Lessee respectively and consent of Lessor to assignment, and acceptance of rent from the assignee of the Lessee shall not release the Lessee from their obligation to pay rent and comply with the other conditions of this Lease.

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

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

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

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BANK]**

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

**THIS CONTRACT CONTAINS INDEMNITY PROVISIONS.**

**LESSEE:**

**BY:** _____
**Print Name:**
**Title:**

**Date:** _____

**LESSOR:**

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

**BY:** _____
**Yolanda McKinzy**
**Director, General Services Department**

**DATE:** _____

APPROVED AS TO FORM

**BY:** _____
**Abigail Judah, Assistant City Attorney**

**EXHIBIT A**

**RENT SCHEDULE**

| MONTH | RENT AMOUNT |
|---|---|
| **INITIAL TERM Aug 1, 2026- July 31, 2027** | |
| MONTH 1 | $733.36. |
| MONTH 2 | $733.36. |
| MONTH 3 | $733.36. |
| MONTH 4 | $733.36. |
| MONTH 5 | $733.36. |
| MONTH 6 | $733.36. |
| MONTH 7 | $733.36. |
| MONTH 8 | $733.36. |
| MONTH 9 | $733.36. |
| MONTH 10 | $733.36. |
| MONTH 11 | $733.36. |
| MONTH 12 | $733.36. |
| **FIRST RENEWAL TERM: Aug 1, 2027- July 31, 2028** | |
| MONTH 1 | $733.36. |
| MONTH 2 | $733.36. |
| MONTH 3 | $733.36. |
| MONTH 4 | $733.36. |
| MONTH 5 | $733.36. |
| MONTH 6 | $733.36. |
| MONTH 7 | $733.36. |
| MONTH 8 | $733.36. |
| MONTH 9 | $733.36. |
| MONTH 10 | $733.36. |
| MONTH 11 | $733.36. |
| MONTH 12 | $733.36. |
| **SECOND RENEWAL TERM: Aug 1, 2027- July 30, 2028** | |
| MONTH 1 | $733.36. |
| MONTH 2 | $733.36. |
| MONTH 3 | $733.36. |
| MONTH 4 | $733.36. |
| MONTH 5 | $733.36. |
| MONTH 6 | $733.36. |
| MONTH 7 | $733.36. |
| MONTH 8 | $733.36. |
| MONTH 9 | $733.36. |
| MONTH 10 | $733.36. |
| MONTH 11 | $733.36. |
| MONTH 12 | $733.36. |

**Exhibit B**

**Addendum**

**City Required Terms and Conditions**

1. Records and Audit Requirements.

a. For the purposes of this Section:

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

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

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

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

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

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

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

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

under the Agreement, unless a copy has already been submitted to CREO at any point within the previous two calendar years;

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

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

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

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

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

5. Anti-Discrimination Against Israel. If this Agreement exceeds $100,000.00 and Contractor employs at least ten (10) employees, pursuant to Section 34.600, RSMo., by executing

this Agreement, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed $50,000.00, as set forth herein.

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

7. Ban the Box in Hiring and Promotion.

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

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

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

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

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

# CREO Document Submittal for Non e-Builder Projects: #2788

| | |
|---|---|
| Subject: | Non-Discrimination & Equal Opportunity Review Document Upload \| Contract NA \| KCMIC |
| Creator: | Wise, Ashley |
| Date Created: | 06.04.2026 02:27PM |
| Process Date Due: | |
| Open: | Yes |

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

**Comments**

**By:** ,

Docusign Envelope ID: 37259B15-6CC0-8843-80D3-44F91F9C0C1A

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

**Date:** 6/4/26
**Form Prepared By:** Ashley Wise

| | |
|---|---|
| Contract/Project Number: NA | Project Name: Kc Mothers In Charge |
| Developer/Prime: NA | Contact Information: ashley.wise@kcmo.org |
| Final Contract Value: $8800.32 | Project Manager: Ashley Wise |

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

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

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

Contract Type:

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

☑ Other: Lease agreement

Additional Information:

Authorizing the Director of General Services to execute a 3 year lease agreement with KC Mothers In Charge located at Mohart Center. This is a renewal lease agreement.

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

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

**The Document is:**

| | |
|---|---|
| ☒ Approved | ☐ Disapproved |

Changes Needed:

**Federal Provisions Included:**

| | | |
|---|---|---|
| ☐ Approved | ☐ Disapproved | ☒ Not Applicable |

CREO Signature: Signed by: Jason Curry 03B360DFEC59458... Date: 6/23/2026

**Comments:**

**File #:** 260678

ORDINANCE NO. 260678

Sponsor: Councilmember Darrell Curls

Amending Chapter 2, Code of Ordinances, "Administration," by enacting a new Section 2-73 establishing a City Council Policy Manual and a City Council Handbook and prescribing procedures for their adoption, amendment, and maintenance.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances, "Administration," is amended by enacting a new Section 2-73, to read as follows:

**Sec. 2-73. City Council Policy Manual and Handbook.**

(a) Purpose. City Council is charged with the responsibility of establishing municipal policies to guide the various functions of the City. Certain policies established by the City Council are adopted by ordinance and included in the Municipal Code; however, other policies are established, which by their nature, do not require adoption by ordinance. These applicable policy statements adopted by action of the City Council need to be consolidated in readily ascertainable reference documents for easy access.

(b) Council Handbook. There is hereby established a Council Handbook to be an operational guide composed of rules and regulations for the City Council and their staff which are consistent with those followed by other City employees.

(c) Council Policy Manual. There is hereby established a Council Policy Manual, which contains all City policy statements adopted by resolution of the City Council. Generally, policy statements incorporate only such municipal matters in which the responsibility of decision is vested in the City Council by virtue of the City Charter, Municipal Code, or specific ordinances and resolutions.

(d) Amendment, revision, and publication process.

(1) Amendments to the Council Handbook and the Council Policy Manual shall be prepared in writing and approved by resolution of the City Council.

(2) Drafts of proposed Council policies and proposed amendments to existing policies may be referred to the City Manager for review, evaluation, and recommendation to the City Council.

(3) Once approved, new provisions or amendments will be reproduced, distributed, and included in the Council Handbook or the Council Policy Manual as the case may be, accompanied by resolution number and date of adoption.

(4) Resolutions calling for the adoption of proposed Council policies and proposed amendments to existing policies shall be referred to the City Council's Standing Committee on Finance and Governance for discussion, analysis, and recommendation.

(5) Upon adoption by the City Council, the City Clerk shall be responsible for final preparation, the assignment of policy numbers, review by the Mayor Pro Tem, and distribution of the policy to be included in the Council Handbook or the Council Policy Manual, as the case may be.

(e) Annual review.

(1) The City Clerk and the City Manager shall review the contents of the Council Handbook or the Council Policy Manual annually and recommend additions, changes, and deletions to the Council as needed.

(2) Notwithstanding subsection (d)(1), the City Manager has the authority, after notice to the Council, to make amendments on an as-needed basis. Such amendments shall be limited to administrative or procedural changes to a policy that do not change the essence of the policy, but rather result in efficiencies, cost savings, or are driven by legal compliance. The City Manager is not authorized to change legal and/or policy principles.

(3) Nothing in this provision shall prevent any individual member of the Council, City Manager, City Auditor, Clerk, or City Attorney from suggesting revisions or new policies to the Council Handbook or Council Policy Manual at other times during the year.

..end

_____

Approved as to form:

_____

Matthew Gigliotti
City Attorney

# City of Kansas City, Missouri

# City Council Handbook

# [2023-2027]

**Note:** The content of a manual does not constitute, nor should it be construed as a promise of employment or as a contract between the City of Kansas City, Missouri and any of its employees.

The City of Kansas City, Missouri at its option, may change, delete, suspend, or discontinue parts or the policy in its entirety, at any time without prior notice.

# Table of Contents


**1. Introduction** ..... 3

**1.1 Welcome** ..... 3

**1.3 Changes in Policy** ..... 4

**2. Training** ..... 5

**3. Utilizing 311 and myKCMO** ..... 5

**5.1 Utilizing the Legislative Director and Interaction with City Staff for Policy Research** ..... 6

**5.2 Requests of Staff** ..... 6

**6. City Council Budget** ..... 6

**7. Travel** ..... 7

**8 Standards of Conduct** ..... 8

**8.1 General Guidelines** ..... 8

**8.2 Request for Funds from the Office of the City Manager or any other city department** ..... 8

**8.3 Channel 2 Request or other Communication Requests** ..... 8

**8.4 Use of City Tickets** ..... 8

**8.5 Gift and Donations** ..... 9

**8.6 Appropriate Duties of City Council Staff; Political Activity** ..... 9

**8.7 Use of Limited Term Contractors and Paid Interns** ..... 9

**8.8 Attendance and Work Schedule** ..... 10

**8.10 Absence and Lateness** ..... 10

**8.11 Coverage of City Council Office** ..... 11

**8.12 Front Office Hours and Closure Information** ..... 11

**Council Executive Aides should check with their respective City Council members regarding their office's extreme weather and holiday policy and plan accordingly in the event the front office is closed.** ..... 11

**8.13 Sunshine Law and Confidentiality** ..... 11

**8.14 Dress Code** ..... 12

**8.15 Interpretation of this Handbook** ..... 12

**8.16 Interaction with City Staff** ..... 12

**8.17 Interaction with Constituents** ..... 12

**9. The Municipal Officials and Officers Ethics Commission** ..... 13

**10. Acknowledgement** ..... 14

# 1. Introduction

This document has been developed by the Office of The Mayor Pro Tem to familiarize employees with working in the City of Kansas City's City Council Office and provide information about working expectations, key policies, and procedures, affecting employment at the City of Kansas City, Missouri.

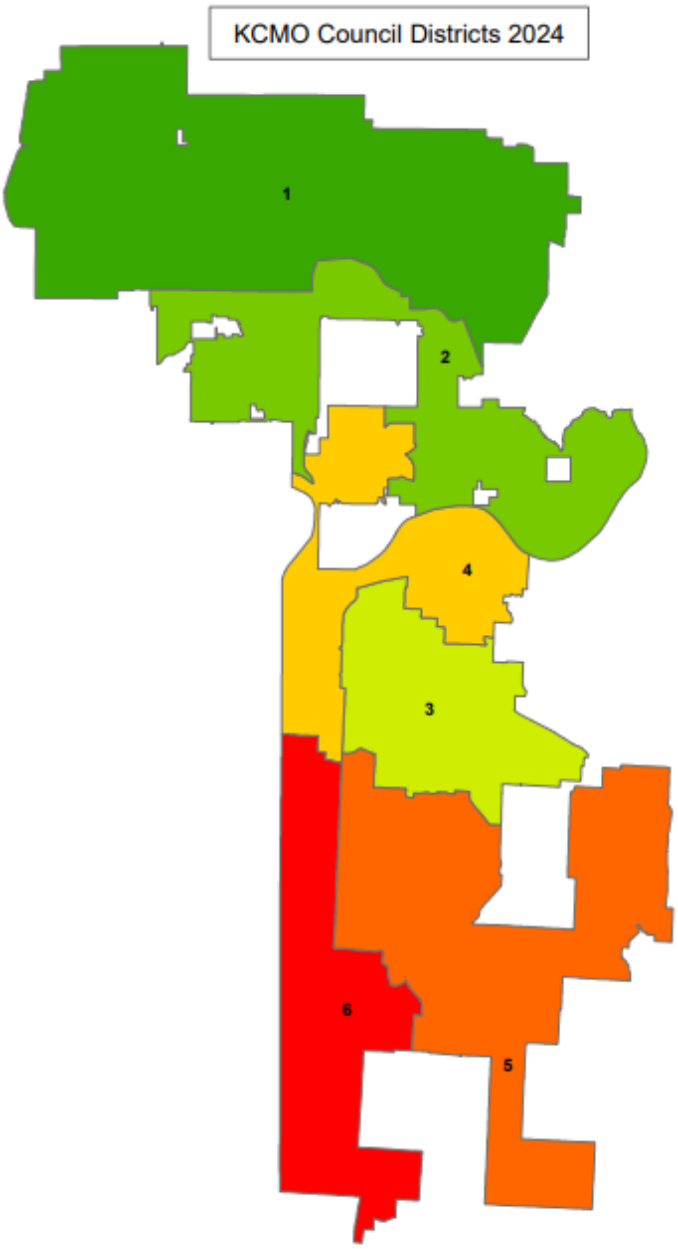
## 1.1 Welcome

Welcome to the offices of the City Council of the City of Kansas City! We are happy that you have become a member of our team. This handbook is a guideline that will help you become accustomed to the duties, roles and expectations of your position. Please keep a copy of this handbook handy. It should answer most, if not all, questions you might have about your new role.

This handbook is a supplement to the Department of Human Resources Rules & Policy Manual. The Human Resource Director is responsible for the administration of the rules set forth in the manual as specified in the City Charter (Sec. 905). Please refer to the Human Resources Rules and Policy Manual for most employee questions. You can find the current HR Rules and Policy Manual at HR's page on the City's MyKC SharePoint site. This handbook has been crafted as additional guidance, not a replacement to the City's formal Human Resources rules and procedures. In addition, the City has Administrative Regulations by which the City Manager establishes policies. These may also be found at the City's MyKC SharePoint site.

## 1.2 Elected Officials

The City Council has 13 elected officials, including the councilmembers and the Mayor. The City is divided into six council districts. The mayor and six councilmembers are elected at large, with one at-large councilmember residing in each district. The six remaining councilmembers are elected only by voters in their respective districts. Each councilmember is assisted in their duties by a Council Executive Aide and administrative staff.




## 1.3 Changes in Policy

This handbook supersedes all previous City Council employee manuals.

While every effort is made to keep the contents of this document current, the Mayor Pro Tem reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in the manual with or without prior notice to employees. This handbook shall be reviewed and updated, if necessary, every two years beginning October 1, 2027.

Attachments are provided as a courtesy and are believed to be accurate at the time provided. However, the attachment documents may be amended at any time, and the most current versions

shall be controlling, whether or not amended copies have been provided to those subject to this policy.

## 2. Training

Upon hiring, and in addition to new employee trainings provided by Human Resources, employees in the City Council Offices will undergo specialized training by the Mayor Pro Tem's staff, by the council member the employee is hired to serve, and by other departments as directed by the Mayor Pro Tem and described below. From time to time, all City staff may be required to undergo additional trainings. In addition, the Human Resources Department offers a wide array of optional training programs. Please contact the Education & Development Division of Human Resources for more information.

City Council staff must complete the required training listed below within the time periods indicated. Training will be coordinated by the Administrative Secretary, and recordings of past trainings can be found in the K Drive. For questions, please contact the Administrative Secretary. Successful completion of trainings, or failure to complete trainings, will be reported to Mayor Pro Tem's staff and the council member the employee is hired to serve. Additional time to complete trainings may be requested through the Administrative Secretary. All trainings will be reviewed by all City Council staff every 2 years.

Training will include:

| **Training** | **Provider** | **Time Requirements** |
|---|---|---|
| 3-1-1 Training which includes myKCMO App Training. | 311 | Complete within 30 days |
| PeopleSoft Human Resource | Human Resources | Complete within 30 days |
| PeopleSoft Financial Training | Finance | Complete within 30 days |
| City Policy Training | Mayor Pro Tem/ Finance Dept | Complete within 30 days |
| Budget Training | Finance Department/ Fiscal Officer | Complete within 30 days |
| Media & Communications Training | Communications | Complete within 30 days |
| Legal Sunshine Training and Ethics Training | City Attorney | Enroll within 30 days |
| Time Reporting | Timekeeper | Complete within 30 days |
| Legistar | Clerk | Complete within 30 days |
| Office Procedures | MPT & Office Manager | Complete within 30 days |
| Travel Training | Finance | Complete within 30 days |

## 3. Utilizing 311 and myKCMO

The City's 311 tracks all constituent calls, and that data is highly beneficial for determining the City's budget. All constituent casework must be entered in the myKCMO system, which is available through the myKCMO app, or the internal myKCMO website:

https://mycity.mycivicapps.com/login. It is imperative that all Council Executive Aides utilize the myKCMO system for all interactions with residents.

Tracking constituent casework via e-mail will be acceptable as a method of tracking.

Residents are to be highly encouraged to first call 311 or enter via the myKCMO app or online at kcmo.gov/311 for all concerns and complaints. Having one point of contact is beneficial to both City staff and residents.

When fielding a constituent call, please ask if they have already contacted 311 or created a request online or in the app. If they have done so, and are still having issues, please get the case number from the resident and enter it into myKCMO to access the case history. If they have not and you attempt to assist them, please enter the case into the myKCMO system. Limited case information is available online using the City's parcel viewer, as it shows all 311 requests for each parcel.

## 5.1 Utilizing the Legislative Director and Interaction with City Staff for Policy Research

The Legislative Director is available to assist all Council offices with the administration, communication, research, and drafting of proposed ordinances and resolutions originating from Council requests, including committee substitutes and floor introductions; identifying legislative goals; and coordinating with the Law Department to ensure legal compliance for legislative items.

## 5.2 Requests of Staff

The City Manager or Assistant City Managers should be the point of contact between the City Council staff for all staff requests. The City Manager or their staff will work with the appropriate City staff to effectuate the request and/or provide a response. See the Office of the Mayor and City Manager Staff List for contact info.

# 6. City Council Budget

Each City Council office is allotted $40,000 annually to pay for office-related expenses and staff in addition to their Council Executive Aides. Council members have some discretion on how those funds are allocated. However, funds are always to be used for City purposes and may not be used for personal or political purposes. A full explanation of the appropriate use of these Council Expense Accounts can be found in Section 2-2061 of the Code of Ordinances. Reimbursement requests must be made within 30 days of the purchase. Reimbursement requests submitted after the close of the fiscal year will not be paid.

**Each Council office must remain within its budget through the fiscal year. City Council offices need to proactively work with the Fiscal Officer to ensure that they stay within budget for the entire year.** Within 15 days of a quarter's end (August 15, November 15, February 15, May 15) the Council Executive Aides should review their office's budget. Additionally, the budget shall be reviewed before submitting any travel request, reconciliation, reimbursement or other expense.

**No outside funds may be accepted by any City Council office to supplement its budget.**

## 7. Travel

All travel for which a Council office plans to seek reimbursement must be approved by the Mayor Pro Tem's office before any trip. Each City Council office can determine how to allocate funds within existing budgets to pay for travel for official City business. Travel for City business may include, but is not limited to, participation in events for the following groups:

National League of Cities

Missouri Municipal League

In addition, Councilmembers may request reimbursement from the legislative account for trips to Jefferson City, if those trips are pre-approved by the Mayor Pro Tem's office.

P-cards can be used to pay for conference registrations. Airfare and hotel reservations should be made through the City's official travel agent using the Travel Card held by the front office staff

City Council travel paid for by a City Department or affiliated entity such as the EDC or any of its agencies, Port Authority, or other similar entity must be for official business only. In addition, any travel paid for by a City Department must be documented in writing to the Mayor Pro Tem's office, outlining the purpose of the trip, the department that paid for the trip, and the dates traveled.

No travel advances will be given. All travel must comply with the provisions of Section 2-2062, Travel and other expenses, of the City's Code of Ordinances as well as the City's Administrative Regulation No. 3-03.

Travel Procedure Process

1. The Traveler themselves or Council Executive Aide of Traveler enters the travel request in the TravelKC system as this is the City's system of record for travel expenditures.

2. Travel Coordinator - Council Office Administrative Secretary

a. Review travel requests before they are approved by the Traveler's Supervisor

b. Book the travel through Concur. Facilitate reconciliation of travel within 15 business days of the completion of the trip

3. Supervisor of Travel- MPT Office legislative aide.

a. Approves travel request

b. Enforce the provisions of the policy, including any required disciplinary action if the policy is not followed.

# 8 Standards of Conduct

## 8.1 General Guidelines

In addition to the minimum standards established by the HR Rules and Policies Manual, Administrative Regulations, and this Handbook, all employees must become familiar with their City Councilmember's rules and standards of conduct and must follow these rules and standards faithfully in performing their jobs and conducting the City's business. The City of Kansas City has also adopted a Code of Ethics, which governs the behavior of all City employees, including those in Council Offices.

In many areas, Councilmembers have ultimate authority over the operations of their office and the expectations of their staff. However, individual Councilmembers generally cannot override rules, policies, or procedures applicable to all City staff, including those found in the City's Code of Ethics, other provisions of the Code of Ordinances, and the Human Resources Rules and Policies Manual. Councilmembers may have the discretion to amend the policies found within this handbook.

Employees of the City Council offices are members of the unclassified governance at-will service unless otherwise designated as a classified employee by the City. Council Executive Aides /Assistants are hired by their assigned Councilmember and their employment can be terminated by their Councilmember for any lawful reason at any time. Each Councilmember determines the rate of pay for their staff, within the adopted range for each position. Although aides are employees of the City of Kansas City, their job descriptions and compensation rates may not be the same as City employees in other departments with similar titles or job expectations

## 8.2 Request for Funds from the Office of the City Manager or any other city department

If a City Council member identifies a need for funds outside of their Council Expense Account budget, they may request additional funds from the City Manager or a City department through the legislative process. Any request for such funds must be in accordance with any established policies and procedures, including Administrative Regulations, for such requests.

## 8.3 Channel 2 Request or other Communication Requests

Council members who request Channel 2 to broadcast a meeting must put the request in writing to the City's Communications Director no later than 48 hours in advance. Copies of the request should be sent to the Office of the Mayor, the Office of the Mayor Pro Tem, and the City Manager's Office. Requests made of the Communications Director fewer than 48 hours in advance may not be considered.

## 8.4 Use of City Tickets

No ticket provided to the City Council by the City may be sold. Council members and their staff may trade tickets between offices. Tickets may not be used in exchange for any service, raffles,

gift, or auction, including charitable causes, where money is exchanged. The Administrative Secretary is responsible for disbursement of tickets and Council members should assign a designee from their office to sign for and receive their tickets from T-Mobile, Municipal Auditorium, Music Hall, Starlight, and other City facilities. It is the responsibility of each Council office to ensure their guests follow all rules and regulations for the venue. For further information, please contact the front desk administrator.

## 8.5 Gift and Donations

Any gift or donation to a City Councilmember or its staff must comply with Missouri Ethics Disclosure Guidelines and the City's Code of Ordinances. In accordance with the City's Ethics Code, anything received that is valued at over $200 is a gift and must be reported and submitted to the City Clerk quarterly as follows: March 31 (Due April 15), June 30 (Due July 15), September 30 (Due Oct. 15) and December 31 (Due January 15) as outlined in Section 2-2032 of the Code of Ordinances. Gifts valued in excess of $1000.00 may not be accepted. Additional City Ethics regulations regarding gifts can be found beginning in Section 2-2030 of the Code of Ordinances.

## 8.6 Appropriate Duties of City Council Staff; Political Activity

Staff of the City Council shall perform only official duties found within their job descriptions. Council members may assign additional reasonable tasks, but such additional tasks must relate to or assist in the performance of the Council member's official duties. City staff shall not undertake personal errands for the members of the City Council or any other staff member.

City staff shall not perform political tasks during work hours unless on vacation or other appropriate leave. Political tasks may never be performed using City property. Additional information on the prohibited and permitted political acts of employees may be found beginning in Section 2-2070 of the Code of Ordinances. Councilmembers do not have the authority nor discretion to alter this section. To anonymously report behavior violating this Section, please refer to Section 9.0.

## 8.7 Use of Limited Term Contractors and Paid Interns

If a Council office wishes to hire a limited term contractor or intern, you should first go to the Administrative Secretary to coordinate the paperwork process with HR and Finance. The Council Executive Aide will ensure that all additional processes needed to hire an LTC or intern are completed promptly. Please understand that the hiring process involves multiple steps and there is a check list available from the Administrative Secretary. Please plan appropriately to allow enough time to complete the process. Preliminary considerations for such hiring include:

1. The contract is over $1,000 from the Councilmember's operating budget for the year.
2. The contract must expire by April 30, which is the end of the City's fiscal year. Contracts may be renewed annually, if desired.

3. The contractor must be paid a similar rate to similarly situated contractors used by the City.
4. The Council member's office must confirm with their fiscal officer that their individual Council budget is sufficient to cover the contract.

All contracts must be approved by the Mayor Pro Tem.

Interns must sign in and out of the City Council offices through the Administrative Secretary. Interns who are in high school or under the age of 18 must have a supervisor or another designated staff member present with them in the office when working.

Interns for Council offices may be budgeted through the City Manager's Internship Program; however, each Council office is limited to one intern during the summer and fall terms respectively, unless otherwise approved.

## 8.8 Attendance and Work Schedule

The City of Kansas City, City Council Office expects employees to be ready to work at the beginning of assigned daily work hours and to remain working during all working hours with the exception of scheduled breaks. A Council Executive Aide's hours are defined by the Councilmember they serve. Administrative staff are expected to be ready to work when the City Council offices are open, as defined in Section 8.11, and hours may be altered or further defined by the Mayor Pro Tem. For staff that work directly for one Councilmember, it is the responsibility of the Councilmember to set the employee's hours and schedule.

Unless otherwise specified, regular full-time employees are expected to work at least forty (40) hours per workweek. All employees are expected to provide an accounting of their time to the Administrative Secretary each pay period that attests to the hours worked. Council staff time entry is automatically input at 80 hours a pay period, but if time off is taken the employee must enter their leave time into Peoplesoft no later than the second Thursday of a pay period. Before taking time off, a time-off request must be completed by the employee requesting leave and signed by their supervisor.

## 8.9 Absence and Lateness

Sometimes, an employee may be late or absent from work unexpectedly. The City Council Office is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside work hours may arise. All employees are responsible for contacting all affected parties, including their supervisor, as soon as practicable if they will be absent or late. Sick time and vacation time must be used to account for absences or unworked hours. If the employees does not have available sick or vacation leave, their leave will be unpaid. Council members should keep a record of used vacation, sick and free days for their office staff for record and auditing purposes.

## 8.10 Coverage of City Council Office

Generally, the City Council offices are open Monday through Friday, from 8:00 a.m. to 5:00 p.m. At least one individual from the City Council office must be onsite and answer incoming phone calls. In addition, there needs to always be one individual at the front reception desk during business hours to greet visitors and answer phone calls. If all front office staff are unavailable and no Council Executive Aides are available to cover the shift, guests should be advised to ring the yellow bell for assistance.

## 8.11 Front Office Hours and Closure Information

On certain holidays like Thanksgiving Eve, Christmas Eve, New Year's Eve, and the day before 4th of July observance, the City Council Office will close at 12:00 p.m. On the eve of all other holidays, we will close at 1:00 p.m. unless otherwise determined by the Mayor Pro Tem. Individual Council offices may determine office closures at the Councilmember's discretion.

If extreme weather conditions like heavy snow and ice are predicted by meteorologists, the Mayor declares a state of emergency, or City Manager initiates the remote work policy, the City Council Office may close at the Mayor Pro Tem's discretion.

Council Executive Aides should check with their respective City Council members regarding their office's extreme weather and holiday policy and plan accordingly in the event the front office is closed.

## 8.12 Sunshine Law and Confidentiality

In short, absent a provision of law that specifically allows a record to be closed, City records are open records. Missouri's Sunshine Law provides rules related to open records and meetings. In accordance with this policy, the City's records, meetings, votes, actions and deliberations are open to the public unless otherwise provided by law. All public records authorized to be closed under the Missouri Sunshine Law or any other law are closed records. All City Council staff will receive training from the Law Department on compliance with the Missouri Sunshine Law. For additional information or questions, please contact the Law Department and the City Council Offices' Sunshine Liaison.

There may be cases where staff are informed of information by the Law Department that can be kept confidential by the Law Department. Employees are prohibited from discussing this confidential information with others or using it for their own gain. Doing so may result in a Code of Ethics violation.

## 8.13 Dress Code

Each member of staff shall defer to their supervisor on the appropriate work attire. Please be considerate of our staff and guests on this floor. Shoes must be worn at all times, although comfortable footwear like slippers may be considered appropriate.

Professional attire is strongly encouraged, especially at City Council Committee and Legislative meetings, as well as public meetings at which the employee is a representative of their Councilmember and the City.

## 8.14 Interpretation of this Handbook

If you have questions about the interpretation of this Handbook you should seek assistance from the office of the Mayor Pro Tem, routed through the Administrative Secretary. For policies that allow for the discretion of the Councilmembers, Council Executive Aides shall defer to their Councilmembers.

## 8.15 Interaction with City Staff

All staff and City Councilmembers should maintain respectful and professional interactions with front office staff, Executive Assistants, Directors, and city staff. When corresponding via email, always ensure a tone of respect and clarity, including well-defined deadlines when providing instructions. Effective communication and courtesy are essential in fostering productive working relationships within the government office.

## 8.16 Interaction with Constituents

All social media, communications, and marketing must comply with AR No. 1-23.

All staff and City Councilmembers should maintain respectful and professional interactions with constituents.

Additionally, when communicating though official City of Kansas City channels, including mass email or mailing services provided by the City and City social media accounts, all communications must remain respectful of all colleagues and City staff.

Mass communications, including electronic newsletters and press releases, may be sent only to the constituents that each Councilmember is elected to represent unless authorized by the respective Council office elected to represent the recipients. Communications sent using City resources or resources funded by the City are prohibited by law from supporting or opposing any candidate for public office or ballot measure.

Amenities are available for use but must be cleaned by those who utilize them.

Mugs used by guests must be washed and returned to the kitchen by the office that hosted them.

Water bottles and other refreshments for guests, as well as parking validation passes, are the responsibility of each individual council office.

## 8.17 Compliance with Standing Rules

All Councilmembers must comply with all standing rules. City Council staff must comply with the following standing rules: 8.02 Privileges of Floor and 8.03 Floor Decorum.

Standing Rules of the City Council of the City of Kansas City, Missouri

## 9. The Municipal Officials and Officers Ethics Commission

Council members and Council Executive Aides may be confronted with situations in which application of the City's Code of Ethics may not be obvious. The City Charter authorizes all City staff, including Council members, Council Executive Aides, and other City Council staff to seek ***Advisory opinions*** from the Ethics Commission. A formal opinion from the Commission may be requested by contacting the City's Ethics Compliance Officer or completing the online request form. Informal opinions may be sought via the Ethics Compliance Officer.

Pursuant to Section 2-2082 of the City's Code of Ethics, Councilmembers and other staff have a duty to report ethical violations of which they have actual knowledge. Councilmembers and other staff are obligated to inform the relevant party or body, which may be either the employee's supervisor, the board on which the official sits or before which the official or employee is appearing or will soon appear, in advance if they know an ethics violation is likely to occur. Past violations or those not immediately relevant to a decision, to discussion, or to actions or transactions should be reported to the Ethics Commission.

The code of ethics provides protections against personnel action for those who are considered whistleblowers and have followed the proper reporting procedures.

## 10. Acknowledgement

I have read and agree with the policies set forth within this document. I understand that adherence to this policy will be considered when I am evaluated for work performance.

Employee Signature

Date

Mayor Pro Tem Signature

Date

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260678
Submitted Department/Preparer: Law
Revised 01/30/25

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

## Executive Summary

Amending Chapter 2, Code of Ordinances, "Administration," by enacting a new Section 2-73 establishing a City Council Policy Manual and a City Council Handbook and prescribing procedures for their adoption, amendment, and maintenance.

## Discussion

This ordinance establishes a Council Handbook to be an operational guide composed of rules and regulations for the City Council and their staff which are consistent with those followed by other City employees, in addition to a Council Policy Manual, which will contain all City policy statements adopted by resolution of the City Council. Generally, policy statements incorporate only such municipal matters in which the responsibility of decision is vested in the City Council by virtue of the City Charter, Municipal Code, or specific ordinances and resolutions. The City Clerk and the City Manager shall review the contents of the Council Handbook or the Council Policy Manual annually and recommend additions, changes, and deletions to the Council as needed. Nothing in this provision shall prevent any individual member of the Council, City Manager, City Auditor, Clerk, or City Attorney from suggesting revisions or new policies to the Council Handbook or Council Policy Manual at other times during the year.

## Fiscal Impact

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

2. What is the funding source?
   This legislation has no direct fiscal impact.

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

This legislation has no direct fiscal impact.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   This legislation has no direct fiscal impact.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   This legislation has no direct fiscal impact.

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

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

**Additional Discussion (if needed)**
This legislation has no direct fiscal impact.

## Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

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

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

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

## Prior Legislation

N/A

## Service Level Impacts

N/A

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

**File #:** 260679

RESOLUTION NO. 260679

Sponsor: Councilmember Darrell Curls

**RESOLUTION** - Adopting an Addendum to the City Procurement Card Policy for City Council Offices, attached as Exhibit A, as a policy statement of the City Council and directing its inclusion in the Council Policy Manual pursuant to Section 2-73 of the Code of Ordinances.

WHEREAS, Section 2-73 of the Code of Ordinances establishes a Council Policy Manual containing City policy statements adopted by resolution of the City Council; and

WHEREAS, the City Manager's Administrative Regulation 3-19 establishes the City's Procurement Card Policy; and

WHEREAS, the City Council desires to establish procurement card guidelines for City Council offices that maintain consistency with Administrative Regulation 3-19 and compliance with Sections 2-2060 and 2-2061 of the Code of Ordinances; and

WHEREAS, this resolution was referred to the Council's Standing Committee on Finance and Governance for discussion, analysis, and recommendation in accordance with Section 2-73; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Addendum to the City Procurement Card Policy for City Council Offices, attached to this resolution as Exhibit A, is adopted as a policy statement of the City Council.

Section 2. That the policy shall be included in the Council Policy Manual, and the City Clerk is directed to assign a policy number, obtain review by the Mayor Pro Tem, and distribute the policy for inclusion in the Council Policy Manual, accompanied by the resolution number and date of adoption, in accordance with Section 2-73.

..end

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260679
Submitted Department/Preparer: Law
Revised 01/30/25

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

## Executive Summary

Adopting an Addendum to the City Procurement Card Policy for City Council Offices, attached as Exhibit A, as a policy statement of the City Council and directing its inclusion in the Council Policy Manual pursuant to Section 2-73 of the Code of Ordinances.

## Discussion

The City Council desires to establish procurement card guidelines for City Council offices that maintain consistency with Administrative Regulation 3-19 and compliance with Sections 2-2060 and 2-2061 of the Code of Ordinances. The addendum to the City Procurement Card Policy for City Council Offices, attached to this resolution as Exhibit A, will be adopted as a policy statement of the City Council to establish those guidelines, and this policy shall be included in the Council Policy Manual.

## Fiscal Impact

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

2. What is the funding source?
   This legislation has no direct fiscal impact.

3. How does the legislation affect the current fiscal year?
   This legislation has no direct fiscal impact.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   This legislation has no direct fiscal impact.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   This legislation has no direct fiscal impact.

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

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

**Additional Discussion (if needed)**
This legislation has no direct fiscal impact.

## Citywide Business Plan (CWBP) Impact

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

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

## Prior Legislation

N/A

## Service Level Impacts

N/A

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260680

RESOLUTION NO. 260680

Sponsor: Councilmember Darrell Curls

**RESOLUTION** - Adopting an Addendum to the City Travel Policy for City Council Offices, attached as Exhibit A, as a policy statement of the City Council and directing its inclusion in the Council Policy Manual pursuant to Section 2-73 of the Code of Ordinances.

WHEREAS, Section 2-73 of the Code of Ordinances establishes a Council Policy Manual containing City policy statements adopted by resolution of the City Council; and

WHEREAS, the City Manager's Administrative Regulation 3-03 establishes the City's Reimbursement of Travel Policy; and

WHEREAS, the City Council desires to establish travel guidelines for City Council offices that maintain consistency with Administrative Regulation 3-03 and compliance with Section 2-2061 of the Code of Ordinances and Missouri's Sunshine Law, Section 610.010, RSMo; and

WHEREAS, this resolution was referred to the Council's Standing Committee on Finance and Governance for discussion, analysis, and recommendation in accordance with Section 2-73; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Addendum to the City Travel Policy for City Council Offices, attached to this resolution as Exhibit A, is adopted as a policy statement of the City Council.

Section 2. That the policy shall be included in the Council Policy Manual, and the City Clerk is directed to assign a policy number, obtain review by the Mayor Pro Tem, and distribute the policy for inclusion in the Council Policy Manual, accompanied by the resolution number and date of adoption, in accordance with Section 2-73.

..end

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260680
Submitted Department/Preparer: Law
Revised 01/30/25

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

## Executive Summary

Adopting an Addendum to the City Travel Policy for City Council Offices, attached as Exhibit A, as a policy statement of the City Council and directing its inclusion in the Council Policy Manual pursuant to Section 2-73 of the Code of Ordinances.

## Discussion

The City Council desires to establish travel guidelines for City Council offices that maintain consistency with Administrative Regulation 3-03 and compliance with Section 2-2061 of the Code of Ordinances and Missouri's Sunshine Law, Section 610.010, RSMo. The addendum to the City Travel Policy for City Council Offices, attached to this resolution as Exhibit A, will be adopted as a policy statement of the City Council to establish those guidelines, and this policy shall be included in the Council Policy Manual.

## Fiscal Impact

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

2. What is the funding source?
   This legislation has no direct fiscal impact.

3. How does the legislation affect the current fiscal year?
   This legislation has no direct fiscal impact.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   This legislation has no direct fiscal impact.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   This legislation has no direct fiscal impact.

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

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

**Additional Discussion (if needed)**
This legislation has no direct fiscal impact.

## Citywide Business Plan (CWBP) Impact

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

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

## Prior Legislation

N/A

## Service Level Impacts

N/A

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260686

ORDINANCE NO. 260686

Sponsor: Councilmember Melissa Patterson Hazley

Reducing appropriations in the Capital Improvements Sales Tax Fund (3090) by $500,000.00 from District 3 Project Holding; appropriating $500,000.00 from the Unappropriated Fund Balance of the Capital Improvements Sales Tax Fund (3090) for construction funding of various needs for the Forest Avenue Sidewalk project in the Wheatley-Provident area; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the renovation and conversion of the historic former Wheatley-Provident Hospital site at 1826 Forest Avenue in the Hospital Hill neighborhood will preserve and renew a historic building to better serve the current needs of Kansas City residents; and

WHERAS, Wheatley-Provident Hospital will become the new home of BioNexus, BioHub and Match Rite Care, each of which are relocating offices from outside of Kansas City; and

WHEREAS, Wheatley-Provident Hospital will attract 70-100 new onsite jobs ranging from entry level to high skilled and hundreds of additional jobs offsite; and

WHEREAS, the Forest Avenue Sidewalk project has a Capital Improvement Program score of 58 based on approved rating criteria; and

WHEREAS, work to be completed includes sidewalks, curbs and driveway approaches along the west side of Forest Avenue between 18th and 19th and along the north side of 19th Street between Forest Avenue and Troost Avenue; retaining wall along north side of 19th Street between Forest Avenue and Troost Avenue Inlets; alley improvements; and landscaping; NOW, THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the appropriations in the following account of the Capital Improvements Sales Tax Fund, Fund No. 3090, are hereby reduced by the following amount:

| | | |
|---|---|---|
| 27-3090-128300-B-89009995 | D3 Active Project Holding | $500,000.00 |

Section 2. That the sum of $500,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Capital Improvements Sales Tax Fund, Fund No 3090, to the following account:

| | | |
|---|---|---|
| 27-3090-898307-B-89061235 | Forest Ave Sidewalks | $500,000.00 |

Section 3. That the Director of Public Works is hereby designated as the requisitioning authority for Account No. 27-3090-898307-B-89061235

Section 4. That this ordinance, appropriating money and relating to the design, repair, maintenance or construction of a public improvement, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) and Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with Section 503, City Charter.

..end

---

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

_____
Brenton Siverly
Director of Finance

Approved as to form:

_____
Andrew Bonkowski
Assistant City Attorney

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260686
Submitted Department/Preparer: Public Works
Revised 01/30/25

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

## Executive Summary

Reducing appropriations in the Capital Improvements Sales Tax Fund (3090) by $500,000.00 from District 3 Project Holding; appropriating $500,000.00 from the Unappropriated Fund Balance of the Capital Improvements Sales Tax Fund (3090) for construction funding of various needs for the Forest Avenue Sidewalk project in the Wheatley-Provident area; and recognizing this ordinance as having an accelerated effective date.

## Discussion

The renovation and conversion of the historic former Wheatley-Provident Hospital site at 1826 Forest Avenue in the Hospital Hill neighborhood will preserve and renew a historic building to better serve the current needs of Kansas City residents; Wheatley-Provident Hospital will become the new home of BioNexus, BioHub and Match Rite Care, each of which are relocating offices from outside of Kansas City; and WHEREAS, Wheatley-Provident Hospital will attract 70-100 new onsite jobs ranging from entry level to high skilled and hundreds of additional jobs offsite. The Forest Avenue Sidewalk project has a Capital Improvement Program score of 58 based on approved rating criteria. Work to be completed includes sidewalks, curbs and driveway approaches along the west side of Forest Avenue between 18th and 19th and along the north side of 19th Street between Forest Avenue and Troost Avenue; retaining wall along north side of 19th Street between Forest Avenue and Troost Avenue Inlets; alley improvements; and landscaping.

## Fiscal Impact

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

2. What is the funding source?
   Capital Improvements Sales Tax Fund: 27-3090-128300-B-89009995

3. How does the legislation affect the current fiscal year?
   Not applicable because this legislation does not have a fiscal impact

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   Not applicable because this legislation does not have a fiscal impact

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

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

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

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

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

**Additional Discussion (if needed)**
Account string verified in PeopleSoft.

## Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

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

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

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

☐ Focus on delivery of safe connections to schools.
☐

## Prior Legislation

Click or tap here to list prior, related ordinances/resolutions.

## Service Level Impacts

Click or tap here to provide a description of how this ordinance will impact service levels. List any related key performance indicators and impact.

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

1. What will be the potential health impacts to any affected groups?
   When the sidewalk are properly designed and installed pedestrain may choose to walk instead of drive, increasing daily physical activity & safety.

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

City's Public works Engineering and Construciton division, City Council, and business stakeholder were involved in developing this ordinance.

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

Yes, especially when considered within a broader framework of safe, equitable, and environmentally responsible urban mobility by minimizing pedestrian and cyclist injuries & aligning with **Vision Zero** and **Complete Streets** goals

4. Does this legislation create or preserve new housing units?
   Please Select (Press tab after selecting)

   No
   Click or tap here to enter text.

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

   Please Select (Press tab after selecting)

   Click or tap here to enter text.

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

**File #:** 260687

ORDINANCE NO. 260687

Sponsor: Councilmember Melissa Patterson Hazley

Appropriating $40,000.00 from the Unappropriated Fund Balance of the Water Fund (8010) for water main improvements on Forest Avenue near the former Wheatley-Provident Hospital site; appropriating $30,000.00 from the Unappropriated Fund Balance of the Sewer Fund (8110) for sewer main improvements on Forest Avenue; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the renovation and conversion of the historic former Wheatley-Provident Hospital site at 1826 Forest Avenue in the Hospital Hill neighborhood will preserve and renew a historic building to better serve the current needs of Kansas City residents; and

WHERAS, Wheatley-Provident Hospital will become the new home of BioNexus, BioHub and Match Rite Care, each of which are relocating offices from outside of Kansas City; and

WHEREAS, Wheatley-Provident Hospital will attract 70-100 new onsite jobs ranging from entry level to high skilled and hundreds of additional jobs offsite; and

WHEREAS, Forest Avenue requires water main and sewer main improvements; and

WHEREAS, these improvements will facilitate and complement the repair and replacement of the existing water and sewer mains on Forest Avenue from 18th Street to 19th Street; and

WHEREAS, funding for the project requires an appropriation from Water Funds for water main improvements on Forest Avenue; and

WHEREAS, funding for the project requires an appropriation from Sewer Funds for sewer main improvements; NOW, THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the sum of $40,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Water Fund, Fund No. 8010, to the following account:

| | | |
|---|---|---|
| 27-8010-807703-611060-80BUDGET | Main Const/Rehab | $40,000.00 |

Section 2. That the sum of $ 30,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Sewer Fund, Fund No. 8110, to the following account:

| | | |
|---|---|---|
| 27-8110-807790-611060-80BUDGET | Sewers | $30,000.00 |

Section 3. That the Director of Water Services is hereby designated as requisitioning authority for Account Nos. 27-8010-807703-611060-80BUDGET and 27-8110-807790-611060-80BUDGET.

Section 4. That this ordinance relating to the appropriation of money is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) of the City Charter and shall take effect in accordance with Section 503, City Charter.

..end

---

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

_____
Brenton Siverly
Director of Finance

Approved as to form:

_____
Nicole Rowlette
Senior Associate City Attorney

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260687
Submitted Department/Preparer: Water
Revised 01/30/25

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

## Executive Summary

Appropriating $40,000.00 from the Unappropriated Fund Balance of the Water Fund (8010) for water main improvements on Forest Avenue near the former Wheatley-Provident Hospital site; appropriating $30,000.00 from the Unappropriated Fund Balance of the Sewer Fund (8110) for sewer main improvements on Forest Avenue; and recognizing this ordinance as having an accelerated effective date.

## Discussion

The renovation and conversion of the historic former Wheatley-Provident Hospital site at 1826 Forest Avenue in the Hospital Hill neighborhood will preserve and renew a historic building to better serve the current needs of Kansas City residents; and Wheatley-Provident Hospital will become the new home of BioNexus, BioHub and Match Rite Care, each of which are relocating offices from outside of Kansas City. Wheatley-Provident Hospital will attract 70-100 new onsite jobs ranging from entry level to high skilled and hundreds of additional jobs offsite. Forest Avenue requires water main and sewer main improvements; these improvements will facilitate and complement the repair and replacement of the existing water and sewer mains on Forest Avenue from 18th Street to 19th Street. Funding for the project requires an appropriation from Water Funds for water main improvements on Forest Avenue, and funding for the project requires an appropriation from Sewer Funds for sewer main improvements.

## Fiscal Impact

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

2. What is the funding source?

Water Fund: 27-8010-807703-611060-80BUDGET
Sewer Fund: 27-8110-807790-611060-80BUDGET

3. How does the legislation affect the current fiscal year?
   It appropriates funds from the Unappropriated Fund Balances of the Water and Sewer Fund.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   No.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   This legislation is funded by appropriations from the Water and Sewer funds and is not designed to generate revenue. The repair of the Wheatley-Provident Hospital site will allow for a new business to move in and create new jobs in the community. The repairs will also facilitate further repairs.

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

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

**Additional Discussion (if needed)**
Account string verified in PeopleSoft

## Citywide Business Plan (CWBP) Impact

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

   ☐ Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
   ☐ Develop a multimodal regional transportation system for all users.

☐ Develop environmentally sustainable strategies that improve quality of life and foster economic growth.
☒ Ensure adequate resources are provided for continued maintenance of existing infrastructure.
☐ Focus on delivery of safe connections to schools.
☐

## Prior Legislation

Click or tap here to list prior, related ordinances/resolutions.

## Service Level Impacts

Click or tap here to provide a description of how this ordinance will impact service levels. List any related key performance indicators and impact.

## Staff Recommendation

Finance

Select One: ☐ Sponsored
☒ Directive: Res/Ord # 260687

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

This ordinance provides benefit to Kansas City through redevelopment, bringing in a new business, and upkeep on our current infrastructure systems.

## Other Impacts

1. What will be the potential health impacts to any affected groups?
   Unknown at this time.

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

**File #:** 260688

ORDINANCE NO. 260688

Sponsor: Mayor Quinton Lucas, Councilmembers Andrea Bough, Kevin O'Neill, Johnathan Duncan, Melissa Robinson, Melissa Patterson Hazley, Darrell Curls, Lindsay French and Eric Bunch

Directing the City Manager to suspend application and enforcement of the City's Minority and Woman Business Enterprise ("M/WBE") and Construction Workforce Programs; directing the City Manager to develop new business enterprise and workforce programs and report back on the implementation of said programs in sixty days; and directing the City Manager to initiate the process to have a new disparity study completed in five years' time.

*******THIS ITEM WILL BE HELD UNTIL AUGUST 11, 2026*******

WHEREAS, the City of Kansas City has operated its Minority and Women Business Enterprise Program since 1981; and

WHEREAS, the Supreme Court of the United States, in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989) ("*Croson*"), requires local governments to make an empirical assessment to determine whether past discriminatory practices have contributed to the underutilization of M/WBEs in the provision of goods and services; and

WHEREAS, since the *Croson* decision, the City has worked with consultants to undertake disparity studies at various times to assess the utilization of M/WBEs on City contracts and subcontracts as well as the M/WBE Program's compliance with the constitutional standards established by *Croson* and subsequent caselaw; and

WHEREAS, in September 2024 the City contracted with Griffin & Strong, PC ("Griffin & Strong") to conduct a Disparity Study on behalf of the City to determine whether M/WBEs are utilized on the City's prime contracts and subcontracts at the level they are available in the Kansas City MO-KS Metropolitan Statistical Area ("KC MSA"); and

WHEREAS, Griffin & Strong completed the disparity study in early May 2026, and the findings were presented to City Council in May 2026; and

WHEREAS, Griffin & Strong included with its 2026 Disparity Study recommendations for changes or amendments to the City's M/WBE Program; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is directed to suspend the application and enforcement of the City's Minority and Women Business Enterprise and Construction Workforce Programs, beginning upon the effective date of this ordinance.

Section 2. During this period of suspension, M/WBE and Construction Workforce goals will not be assigned on any new projects or contracts. If a contract or project has been advertised but not yet let, the City will issue amendments to the advertisements removing the M/WBE and Construction Workforce goals. If a contract or project has been let but contracts not yet awarded, the City will take appropriate action to zero out any M/WBE and Construction Workforce goals.

Section 3. Contracts that were executed prior to the effective date of this suspension are not required to be modified. However, the M/WBE and Construction Workforce participation on such contracts will not be counted toward the M/WBE and Construction Workforce contract goals or the City's overall goals.

Section 4. That the City Manager is directed to develop new business enterprise and workforce programs and report back on the implementation of said programs in sixty days.

Section 5. That the City Manager is directed to initiate the process to have a new disparity study completed in five years' time.

..end

_____

Approved as to form:

_____
Julian Langenkamp
Associate City Attorney

# No

# Docket

# Memo

# Provided

# For 260688

**File #:** 260689

ORDINANCE NO. 260689

Sponsor: Mayor Quinton Lucas, Councilmembers Andrea Bough, Kevin O'Neill, Johnathan Duncan, Melissa Robinson, Melissa Patterson Hazley, Darrell Curls, Lindsay French and Eric Bunch

Directing the City Manager to suspend application and enforcement of the City's Minority and Woman Business Enterprise ("M/WBE") Program; directing the City Manager to develop a new business enterprise and report back on the implementation of said program in thirty days; and directing the City Manager to initiate the process to have a new disparity study completed in five years' time.

*******THIS ITEM WILL BE HELD UNTIL AUGUST 11, 2026*******

WHEREAS, the City of Kansas City has operated its Minority and Women Business Enterprise Program since 1981; and

WHEREAS, the Supreme Court of the United States, in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989) ("*Croson*"), requires local governments to make an empirical assessment to determine whether past discriminatory practices have contributed to the underutilization of M/WBEs in the provision of goods and services; and

WHEREAS, since the *Croson* decision, the City has worked with consultants to undertake disparity studies at various times to assess the utilization of M/WBEs on City contracts and subcontracts as well as the M/WBE Program's compliance with the constitutional standards established by *Croson* and subsequent caselaw; and

WHEREAS, in September 2024 the City contracted with Griffin & Strong, PC ("Griffin & Strong") to conduct a Disparity Study on behalf of the City to determine whether M/WBEs are utilized on the City's prime contracts and subcontracts at the level they are available in the Kansas City MO-KS Metropolitan Statistical Area ("KC MSA"); and

WHEREAS, Griffin & Strong completed the disparity study in early May 2026, and the findings were presented to City Council in May 2026; and

WHEREAS, Griffin & Strong included with its 2026 Disparity Study recommendations for changes or amendments to the City's M/WBE Program; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is directed to suspend the application and enforcement of the City's Minority and Women Business Enterprise Program, beginning upon the effective date of this ordinance.

Section 2. During this period of suspension, M/WBE goals will not be assigned on any new projects or contracts. If a contract or project has been advertised but not yet let, the City will issue amendments to the advertisements removing the M/WBE goals. If a contract or project has been let but contracts not yet awarded, the City will take appropriate action to zero out any M/WBE and goals.

Section 3. Contracts that were executed prior to the effective date of this suspension are not required to be modified. However, the M/WBE participation on such contracts will not be counted toward the M/WBE contract goals or the City's overall goals.

Section 4. That the City Manager is directed to develop a new business enterprise and report back on the implementation of said program in thirty days.

Section 5. That the City Manager is directed to initiate the process to have a new disparity study completed in five years' time.

..end

_____

Approved as to form:

_____
Julian Langenkamp
Associate City Attorney

# No

# Docket

# Memo

# Provided

# For 260689

**File #:** 260690

ORDINANCE NO. 260690

Sponsor: Mayor Quinton Lucas, Councilmembers Andrea Bough, Kevin O'Neill, Johnathan Duncan, Melissa Robinson, Melissa Patterson Hazley, Darrell Curls, Lindsay French and Eric Bunch

Repealing Chapter 3, Article IV, Division 2 of the City's Code of Ordinances and terminating the City's Minority and Woman Business Enterprise ("M/WBE") Program; directing the City Manager to develop a new business enterprise program and report back on the implementation of said program in thirty days; and directing the City Manager to initiate the process to have a new disparity study completed in five years' time.

*******THIS ITEM WILL BE HELD UNTIL AUGUST 11, 2026*******

WHEREAS, the City of Kansas City has operated its Minority and Women Business Enterprise Program since 1981; and

WHEREAS, the Supreme Court of the United States, in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989) ("*Croson*"), requires local governments to make an empirical assessment to determine whether past discriminatory practices have contributed to the underutilization of M/WBEs in the provision of goods and services; and

WHEREAS, since the *Croson* decision, the City has worked with consultants to undertake disparity studies at various times to assess the utilization of M/WBEs on City contracts and subcontracts as well as the M/WBE Program's compliance with the constitutional standards established by *Croson* and subsequent caselaw; and

WHEREAS, in September 2024 the City contracted with Griffin & Strong, PC ("Griffin & Strong") to conduct a Disparity Study on behalf of the City to determine whether M/WBEs are utilized on the City's prime contracts and subcontracts at the level they are available in the Kansas City MO-KS Metropolitan Statistical Area ("KC MSA"); and

WHEREAS, Griffin & Strong completed the disparity study in early May 2026, and the findings were presented to City Council in May 2026; and

WHEREAS, Griffin & Strong recommended that the City transition to a race- and gender-neutral small business program; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 3, Article IV, Division 2 of the City's Code of Ordinances is hereby repealed and the City's Minority and Woman Business Enterprise ("M/WBE") Program is terminated.

Section 2. That the City Manager is directed to develop a new business enterprise program and report back on the implementation of said program in thirty days.

Section 3. That the City Manager is directed to initiate the process to have a new disparity study completed in five years' time.
..end

_____

Approved as to form:

_____
Julian Langenakmp
Associate City Attorney

# No

# Docket

# Memo

# Provided

# For 260690

**File #:** 260691

ORDINANCE NO. 260691

Sponsor: Mayor Quinton Lucas, Councilmembers Andrea Bough, Kevin O'Neill, Johnathan Duncan, Melissa Robinson, Melissa Patterson Hazley, Darrell Curls, Lindsay French and Eric Bunch

Repealing Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances and terminating the City's Minority and Woman Business Enterprise ("M/WBE") and Construction Workforce Programs; directing the City Manager to develop a new business enterprise program and report back on the implementation of said program in thirty days; and directing the City Manager to initiate the process to have a new disparity study completed in five years' time.

*******THIS ITEM WILL BE HELD UNTIL AUGUST 11, 2026*******

WHEREAS, the City of Kansas City has operated its Minority and Women Business Enterprise Program since 1981; and

WHEREAS, the Supreme Court of the United States, in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989) ("*Croson*"), requires local governments to make an empirical assessment to determine whether past discriminatory practices have contributed to the underutilization of M/WBEs in the provision of goods and services; and

WHEREAS, since the *Croson* decision, the City has worked with consultants to undertake disparity studies at various times to assess the utilization of M/WBEs on City contracts and subcontracts as well as the M/WBE Program's compliance with the constitutional standards established by *Croson* and subsequent caselaw; and

WHEREAS, in September 2024 the City contracted with Griffin & Strong, PC ("Griffin & Strong") to conduct a Disparity Study on behalf of the City to determine whether M/WBEs are utilized on the City's prime contracts and subcontracts at the level they are available in the Kansas City MO-KS Metropolitan Statistical Area ("KC MSA"); and

WHEREAS, Griffin & Strong completed the disparity study in early May 2026, and the findings were presented to City Council in May 2026; and

WHEREAS, Griffin & Strong recommended that the City transition to a race- and gender-neutral small business program; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 3, Article IV, Divisions 2 and 3 of the City's Code of Ordinances is hereby repealed and the City's Minority and Woman Business Enterprise ("M/WBE") and Construction Workforce Programs are terminated.

Section 2. That the City Manager is directed to develop a new business enterprise program and report back on the implementation of said program in thirty days.

Section 3. That the City Manager is directed to initiate the process to have a new disparity study completed in five years' time.
..end

_____

Approved as to form:

_____
Julian Langenkamp
Associate City Attorney

# No

# Docket

# Memo

# Provided

# For 260691

**File #:** 260692

ORDINANCE NO. 260692

Sponsor: Mayor Quinton Lucas, Councilmembers Andrea Bough, Kevin O'Neill, Johnathan Duncan, Melissa Robinson, Melissa Patterson Hazley, Darrell Curls, Lindsay French and Eric Bunch

An ordinance enacting the small business program.

*******THIS ITEM WILL BE HELD UNTIL AUGUST 11, 2026*******

**Sec 3-421 Definitions.**

(a) The following definitions apply to this division 2, except where an alternate definition has specifically been made applicable:

(1) *Affidavit of intended utilization:* An affidavit, in a form prescribed by the director, stating the bidder's intent to meet the Local Business Enterprise/Local Small Business Enterprise (LBE/LSBE) goals or to timely request a waiver of the LBE/LSBE goals.

(2) Affiliates / Affiliation – See 13cfr part 121:103

(3) *Agency.* Any public or private entity that receives 66 percent of its funding from the city or any entity with the authority to recommend city tax increment financing or city tax abatements.

(4) *Agency head.* The individual authorized to act on behalf of an agency.

(5) *Award of contract:* Execution of a contract and, if necessary, city council or park board authorization.

(6) *Bid:* An offer to enter into a contract submitted pursuant to an invitation for bid.

(7) *Bidder:* Any person who submits a bid to the city or an incentive agency in response to an invitation for bid.

(8) *Bid opening:* The event whereby bids are opened and read aloud at the place, date and time specified in the invitation for bid and any subsequent amendment thereto.

(9) *Bid shopping:* The practice whereby a person divulges or requires another to divulge a subcontractors bid or proposal for the purpose of securing a lower bid or proposal.

(10) *Board* or *boards:* CREO Appeals Panel as applicable.

(11) *Budget:* The total costs reflected within a contract for which LBE/LSBE goals are to be set pursuant to this division.

(12) *Business.* An individual, corporation, partnership, limited liability company, or other recognized business association that may lawfully be established for the purpose of conducting a for-profit business within the state.

(13) *City:* City of Kansas City, Missouri.

(14) *Commercially useful function:* Real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. Determination that an enterprise performs a commercially useful function will be made based on the following considerations:

a. An LBE/LSBE/EBE performs a commercially useful function when it is responsible for execution of the ordinary and necessary work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the LBE/LSBE/EBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining the quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. To determine whether an LBE/LSBE/EBE is performing a commercially useful function, one must evaluate the following:

1. The amount of work subcontracted; and
2. Industry practices; and
3. Whether the amount the enterprise is to be paid under the contract is commensurate with the work it is actually performing with its own focus; and
4. Whether LBE/LSBE/EBE has the skill and expertise to perform work for which it is being utilized; and
5. The credit claimed for its performance of the work; and
6. Other relevant factors.

b. An LBE/LSBE/EBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of LBE/LSBE/EBE participation. In determining whether an LBE/LSBE/EBE is

such an extra participant, one must examine similar transactions, particularly those in which LBE/LSBE/EBEs do not participate.

c. An LBE/LSBE/EBE firm is not performing a commercially useful function if the LBE/LSBE/EBE subcontracts a greater portion of the work on a contract or purchases a greater amount of material than would be expected on the basis of normal industry practice for the type of work involved.

d. Whether the LBE/LSBE/EBE is participating in the contract as a middle person or broker in the normal course of that business or trade by purchasing the goods and/or services from another business, thereby qualifying expenditures for such goods and/or services to be counted toward utilization requirements for LBE/LSBE/EBEs.

e. Whether the LBE/LSBE/EBE is responsible for the purchase and quality of, and payment for, materials used to perform its work under the contract. There shall be a rebuttable presumption that, when the LBE/LSBE/EBE subcontracts a greater portion of the contract work than normal industry practice, the LBE/LSBE/EBE is not performing a commercially useful function.

(15) *Construction contract:* A contract for the construction, reconstruction, improvement, enlargement or alteration of any fixed work or construction site preparation, of which any amount is paid for out of city or agency funds.

(16) *Construction supply contract.* A contract for the purchase of construction materials, supplies, articles or equipment intended to be used or consumed on a construction contract, the majority of which is paid for out of city or agency funds.

(17) *Contract:*

1. LSBE Eligible Contract: Any contract over $400,000.00 or more, except the following:

   a. Personal services contracts; and
   b. Emergency contracts as defined in Code Section XXXX Chp 2
   c. Imprest accounts in the nature of petty cash funds.
   d. Land Acquisitions
   e. Previously existing external government contracts
   f. Inter-governmental Contracts
   g. Sole source & Sole brand contracts

2. EBE Eligible Contract: Any contract estimated by the city or agency prior to solicitation as having a value less than $400,000.00,

a. WSDEPS Eligible Contract: Water Services Dept. contracts for Professional Services under $750,000 as agreed upon by the Dept Director & the CREO Director.

3. LBE Contract: Any construction contract estimated over $25 million

(18) *Contractor:* Any person who enters into a contract with the city or an incentive agency.

(19) *Contractor utilization plan* or *CUP:* The statement, in a form prescribed by the director, that must be submitted by a bidder or proposer pursuant to section 3-433 and that states its plan to utilize qualified LBE/LSBE/EBEs in the performance of a contract.

(20) *Day:* A calendar day, except as otherwise indicated.

(21) *Disadvantaged business enterprise (DBE):* A business concern that meets the federal requirements for certification as a DBE.

(22) *Department:* The civil rights and equal opportunity department

(23) *Developer:* Entity seeking tax increment financing or city tax abatement incentives from an incentive agency described in subsection 3-425(b) or 3-425(c).

(24) *Director:* The director of the civil rights and equal opportunity department or his authorized representative,

(25) *EBE program.* The emerging business enterprise program as enacted in this division.

(26) EBE- WSDEPS Program: Expansion of the EBE Program for Water Services Department Professional Services contracts

(27) *Economic disadvantage:* A diminished ability to compete in the free enterprise system due to diminished capital and credit opportunities as compared to others in the same or similar line of business. In determining whether an individual is economically disadvantaged, the director shall follow the guidance provided in appendix E to 49 CFR Part 26.

(28) *Emerging business enterprise (EBE).* A for-profit business that:

a. Is at least 51 percent owned, managed and independently controlled by the economically disadvantaged applicant(s); and

b. Exists independently. The firm may have affiliated businesses or subsidiaries but may not be controlled by an affiliated business or subsidiary.

c. Is able to demonstrate that they have the skill and expertise to perform in the particular area(s) of work for which they are seeking certification; and

d. Has a real and substantial presence in the Kansas City metropolitan area. A business enterprise shall be deemed to have a real and substantial presence in the Kansas City metropolitan area if:
1. The business' principal place of business is in the Kansas City metropolitan area (see (19) below): and
2. The business maintains the majority of its full-time employees in the Kansas City metropolitan area: and.
3. The business has transacted business more than once in within the last two years; and

e. Has annual gross receipts that, when added with those of its affiliates or subsidiaries and averaged over three / five consecutive years or life of business if less than three years, do not exceed five (5) percent of the applicable business size standard for the SBA General Contractor Classification which is equivalent of the NAICS code 236220 as established in 13 CFR 121.201, as amended; and
1. For EBE-WSDEPS firms, the firm's three / five year average gross receipts cannot exceed $9,000,000.
2. For EBE-WSDEPS firms, the firm must be certified for Engineering and/or other professional services.

f. Is certified by the civil rights and equal opportunity department as an emerging business enterprise.

g. The firm's owner or each individual owner who collectively hold at least 51% ownership interest in the firm owner's personal net worth (as defined in this section) is equal to or less than the permissible personal net worth amount determined by the U.S. Department of Transportation to be applicable to its DBE/SBE programs.

(29) *Expertise:* Experience or training in a specialized field that is critical to the firm's operations, indispensable to the firm's potential success, and specific to the type of work the firm performs.

(30) *Goal:* A numerical objective stated as a percentage of contract dollars for participation by qualified LBE/LSBE/EBEs in contracts.

(31) *Incentive agency* or *agency:* Each of the commissions, agencies and authorities described in subsection 3-425(b) or 3-425(c), or any entity with the authority to recommend to the city tax increment financing or tax abatement.

(32) *Incentive agency head:* Person authorized to act on behalf of an incentive agency.

(33) *Incentive project:* A project receiving tax increment financing or tax abatement or exemption from an incentive agency pursuant to contracts described in sections 3-425(b) and 3-425(c).

(34) *Invitation for bid:* A request or invitation for submission of an offer to enter into a contract pursuant to a competitive bidding process.

(35) *Kansas City metropolitan area:* The Missouri counties of Cass, Clay, Jackson and Platte and the Kansas counties of Johnson, Leavenworth and Wyandotte.

(36) *Letter of intent to subcontract:* A document, in a form prescribed by the director that demonstrates the prime contractor or developer's intent to enter a contractual agreement with a selected LBE/LSBE/EBE.

(37) Local Business Enterprise (LBE): A for-profit small business concern that:

a. Is at least 51 percent owned, managed, and independently controlled by one or more economically disadvantaged persons; and
b. Has a real and substantial presence in the Kansas City metropolitan area as defined by section 3-461(c) and
c. Meets the business size standards for the scopes of work performed by the firm imposed by 13 CFR 121.201 as subsequently amended and this division. Firms which have entered the Three Year Graduation Period are exempted from this requirement for the duration of this requirement for the duration of the Graduation Period.
d. Only firms which have three (or five) years average gross receipts of $10,000,000 or more qualify for certification as an LBE (Tier 1), and
e. Performs a commercially useful function; and
f. Is certified by the civil rights and equal opportunity department.
g. Whose owner or each individual owner who collectively hold at least 51% ownership interest in the firm owner's personal net worth (as defined in this section) is equal to or less than the permissible personal net worth amount determined by the U.S. Department of Transportation to be applicable to its SBE programs. A multiplier of 1.5% will apply to the personal net worth calculation for the owner(s) holding at least a 51% majority ownership in the LBE firm.

Only persons meeting each of the above criteria shall be deemed an LBE for purposes of this division. In order to be credited towards the goals on a particular solicitation for a particular scope of work, the LBE shall be certified as of or listed on the directory on the date a contractor utilization plan is submitted.

(38) *Local small business enterprise (LSBE):* A for-profit small business concern that:

a. Is at least 51 percent owned, managed, and independently controlled by one or more economically disadvantaged persons; and

b. Has a real and substantial presence in the Kansas City metropolitan area as defined by section 3-461(c) and
c. Meets the business size standards for the scopes of work performed by the firm imposed by 13 CFR 121.201 as subsequently amended and this division; and
d. Performs a commercially useful function; and
e. Is certified by the civil rights and equal opportunity department.
f. Whose economically disadvantaged owner or owners who collectively hold at least 51% ownership interest in the firm's personal net worth (as defined in this section) is equal to or less than the permissible personal net worth amount determined by the U.S. Department of Transportation to be applicable to its DBE/SBE programs. Only persons meeting each of the above criteria shall be deemed an LSBE for purposes of this division

(39) LBE/*LSBE/EBE/DBE/SBE Kansas City, MO. online directory* or *directory:* A source list compiled, maintained and updated by the civil rights and equal opportunity department containing (when provided) the names, mailing addresses, e-mail addresses and facsimiles of certified LBE/*LSBE /EBE/DBE/SBE* and the NAICS codes denoting scopes of work for which each such LBE/*LSBE /EBE/SBE* is certified, which LBE/*LSBE /EBE/DBE/SBE* are in the business of providing construction, professional services and other services and goods from whom bids and proposals can be solicited. The directory is to facilitate identifying LBE/LSBE/EBE/DBE/SBE subcontractors with capabilities relevant to general contracting requirements and to particular solicitations.

(40) *Mentor/protégé:* A relationship between an LBE/LSBE (protégé) and a person in the same trade or industry (mentor). The mentor/protégé relationship is to provide technical, financial, bonding, equipment and personnel assistance. The purpose of the relationship is to increase the capacity of LBE/*LSBE* to perform contracts.

(41) *Person:* One or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other organizations; except "person" does not include any local, state or federal governmental entity.

(42) *Personal net worth:* The net value of the assets of an individual after total liabilities is deducted. An individual's personal net worth does not include the individual's ownership interest in a certified M/WBE or applicant for such certification or the individual's equity, if any, in his or her primary place of residence, or the value of any personal retirement accounts. An individual's personal net worth includes only his or her share of assets held individually or jointly with the individual's spouse.

a. Except as set forth in subsection b, an individual's personal net worth also includes any assets which that individual has transferred to an immediate

family member, to a trust a beneficiary of which is the individual or an immediate family member, or to the certified LBE/LSBE/EBE or applicant firm for less than fair market value, within two years prior to an application for certification as an LBE/LSBE/EBE or within two years of submission of the firm's annual affidavit, unless the individual can demonstrate that the transfer is to or on behalf of an immediate family member for that family member's education, medical expenses, or some other form of essential support.

b. Any assets transferred by an individual to an immediate family member that are consistent with the customary recognition of special occasions, such as, but not limited to, birthdays, graduations, weddings, anniversaries, and retirements shall not be included in the personal net worth calculation.

For the LBE program only, the economically disadvantaged owner(s)' personal net worth limit will receive a 1.5% multiplier.

(43) *Personal services contract:* A contract or agreement of employment with an individual who is not acting as an independent contractor and who is not part of the cities classified or unclassified service.

(44) PNW Multiplier: Personal Net Worth Multiplier applicable to firms certified as LBEs participating on LBE contracts.

(45) *Principal place of business:* The location at which the business records of the LBE/ LSBE /EBE applicant concern are maintained and the location at which the minority or woman individual owner who manages and controls the day-to-day operations spends the majority of his/her working hours.

(46) *Professional services or supplies.* The term includes contracts for purely labor-related services up to and including highly technical or specialized services and design professional services, as well as contracts for the purchase of materials, supplies, articles or equipment intended to be used or consumed by the city or agency procuring the same, provided however that the term excludes construction contracts and construction supply contracts.

(47) *Proposal:* Any offer or list of qualifications submitted to the city in response to a request for proposal.

(48) *Proposer:* Any person who submits a proposal to enter into a contract, either in response to a request for proposals, request for qualifications or otherwise, but not pursuant to an invitation for bid.

(49) *Qualified:* Possessing the demonstrated ability to perform the contracted task.

(50) *Request for proposals:* An invitation for submission of an offer to enter into a contract pursuant to a negotiated process and not a competitive bid, including requests for qualifications.

(51) *Small business enterprise (SBE):* A business concern that meets the federal requirements for certification as an SBE (Federal / DOT)

(52) *Supplier:* An enterprise that owns, operates or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.

(53) *Supply broker:* An enterprise that acts as an agent in negotiating contracts for the purchase of materials, supplies, articles or equipment but does not itself own, operate or maintain a store, warehouse or other establishment where such materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business.

**Sec. 3-422. - Reserved.**

**Sec. 3-423. - Application of division to LBE / LSBE/EBE Programs .**

1. LBE/LSBE Program:

(a) The provisions of this division shall apply to all contracts, as defined in section 3-421, entered into by the city or incentive agency. Federal or state requirements for disadvantaged business enterprise participation (DBE/SBE) shall supersede this division when required by law or federal or state contract.

(b) Each department director and agency head is responsible for using good faith efforts to achieve the city-wide LBE/LSBE goals set forth in section 3-427.

(c) Each contractor or developer with whom the city or an incentive agency enters into a contract for which goals have been set shall either:
(1) Meet or exceed the goals set for that contract; or
(2) Make and provide evidence of good faith efforts to achieve the goals and request a waiver of the contract goals, which waiver shall be granted in the event the contractor or developer has demonstrated that it has made a good faith effort to meet or exceed the goals.

2. EBE Contracts:

(a) The EBE program is intended to provide opportunities by limiting solicitations to EBEs or providing EBEs a bid incentive, as provided in section 3-607. The EBE program is not a goal-based program, nor shall it be extended to every contract. Application of the EBE program shall be limited to those eligible contracts in which the director has determined it to be proper as provided herein.

(b) The EBE program, when determined to be applicable by the director, shall extend to eligible contracts solicited by the city or any agency. Every agency shall adopt an emerging business enterprise program that is substantially consistent in every material respect with this division, as determined and approved by the director of civil rights and equal opportunity. No ordinance shall be passed to approve any development plan, redevelopment plan, urban renewal plan, or particular project arising under any such plan and for which economic incentives have been approved or recommended for approval by an agency, nor shall the city execute a contract with an agency for the purpose of providing funds for their development and redevelopment services, unless the agency has first adopted and implemented an emerging business enterprise program in the manner provided for herein.

(c) The director shall review the EBE program annually and make recommendations to the city council as to whether the EBE program should be maintained or modified, but the failure of the director to do so shall not invalidate the EBE program.

(d) The city council shall have the authority to waive the applicability of the EBE program in its entirety, or any portion thereof, if it determines that doing so is in the city's best interests.

**Sec. 3-424. - Reserved.**

**Sec. 3-425. - Application to leases, tax increment financing and tax abatement entities.**

(a) *Lease of city property for development.* The provisions of this division shall apply to all projects on property leased by the city to any person for development of the property by that person or any other authorized person.

(b) *Projects under tax increment financing.* The tax increment financing commission shall adopt the city's affirmative action program and the city's LBE/LSBE program which shall apply to all projects financed in whole or in part by tax increment financing as that term is used in RSMo § 99.800 et seq. All redevelopment agreements between the tax increment financing commission and a developer must contain LBE/LSBE goals and workforce utilization goals which are approved by the board, as applicable, and which are applicable to 100 percent of all redevelopment project costs, identified within a tax increment financing plan approved by the city council. For purposes of this subsection, the "city's affirmative action program" and "LBE/LSBE program" shall have the same meaning as used in this division.

(c) *Projects under tax abatement entities.* All corporations organized under RSMo § 353.010 et seq. for the purpose of redevelopment within the city limits, land clearance for redevelopment authority with an area of operation within the city, enhanced enterprise zone boards with an area of operation within the city and planned industrial expansion authority for the city shall adopt the city's affirmative action program and the city's LBE/LSBE program which shall apply to all projects receiving city tax abatement in whole or in part.

**Sec. 3-426. - Reserved.**

**Sec. 3-427. - City-wide goals.**

(a) The goals set forth in this section are city-wide annual goals to be used by city departments and incentive agencies. The city-wide goals are not goals for individual contracts. They are goals for total LBE/LSBE participation in all contracts entered into each year. The city-wide goals are established as follows:

| **Classification** | **Annual Goal** |
|---|---|
| LBE/LSBE 35% | 14.7 |
| | 14.4 |

(b) The LBE and LSBE programs will continue as described by this division with the city-wide goals adjusted annually unless the director has undertaken a comprehensive disparity study, and upon completion of the disparity study, presented the study results to the city council to consider whether to maintain, modify, or terminate the business enterprise programs described by this division.

(c) Neither city-wide annual goals nor individual contract goals should be construed as a limitation on contracting opportunities for the above listed classifications. Such classifications shall be eligible to be awarded contracts consistent with bidding or other contract procedures over and above the percentages listed.

**Sec. 3-428. - Reserved.**

**Sec. 3-429. - City department and incentive agency LBE/LSBE utilization plan.**

(a) Each city department and incentive agency shall prepare and submit to the director by April 1, unless otherwise extended by the director, an annual LBE/LSBE utilization plan for the next city fiscal year. Each city department and agency LBE/LSBE utilization plan shall include:

(1) Separate city department or incentive agency goals for participation by qualified LBE/LSBEs as prime contractors and subcontractors in the procurement of goods, professional services, services and construction for the upcoming fiscal year. The goals should be expressed as a percentage of the city department or incentive agency's total fiscal year contract expenditures; and

(2) Any other information that the city department or incentive agency or the director deems relevant or necessary.

(b) A city department or incentive agency may amend its LBE/LSBE utilization plan during the fiscal year to reflect changes in its projected contract expenditures or other relevant circumstances, and shall inform the director of such changes.

(c) In planning its individual contracts, each city department and incentive agency shall utilize the methodologies described in this division and use its good faith efforts to encourage and attempt to obtain participation of qualified LBE/LSBE contractors and shape the scope, specifications and size of a contract to enhance such participation.

(d) City departments and incentive agencies shall encourage eligible businesses to:
(1) Apply to the city's department, or Missouri Department of Transportation (MODOT) for certification; and
(2) Have their names included on departmental bidders and proposers lists in the directory; and
(3) Seek pre-qualification when applicable; and
(4) Compete for city business as prime contractors, subcontractors and suppliers.

(e) City departments and incentive agencies shall make reasonable efforts to:
(1) Advertise contract opportunities in general circulation media, trade and professional association publications, and small business media ; and
(2) Send written notice of specific contract opportunities to small business organizations and those entities on the departmental bidder's and proposer's list; and
(3) With the assistance of the director, shape the scope, specifications and size of a contract to enhance participation opportunities for qualified LBE/LSBEs.

(f) Each city department, as part of his or her annual evaluation, shall be reviewed concerning the implementation of the city's LBE/LSBE program. In the event a deficiency is found, the director of civil rights and equal opportunity or his or her designee will work with the city department to identify prohibiting factors and offer any assistance necessary to successfully implement these Local business enterprise (LBE) and Local Small business enterprise (LSBE) programs.

**Sec. 3-430. - Reserved.**

**Sec. 3-431. - Setting goals for individual contracts.**

(a) Goals shall be established for individual contracts by the director, as determined pursuant to this section. Goals shall be applied to the total dollar value of the contract, unless otherwise authorized by the director.

(b) Individual contract goals shall be flexible and are to be determined on a contract-by-contract basis. In determining whether goals should be established for an individual contract or in setting the specific goal for an individual contract, the following shall be considered:

(1) The scope of work; and

(2) The number and types of qualified LBE/LSBE/EBEs available to perform such work, or portions of it; and

(3) Whether the contract can be structured to create potential opportunities for qualified LBE/LSBE/EBEs to participate as subcontractors, service providers and/or suppliers; and

(4) The level of participation of certified LBE/LSBE/EBEs in similar contracts awarded by other city departments and incentive agencies, and on local projects awarded by the state and federal governments in the previous and current fiscal years; and

(5) The city department's or incentive agency's progress toward meeting its annual LBE/LSBEE goals and its expectations as to how future contracts will be used toward meeting such goals; and

(6) The potential dollar amount of the contract.

(c) When goals for individual contracts are set, they shall be set as follows:

(1) For all city and incentive agency professional service and goods and services contracts with an estimated cost of more than $400,000.00, upon the recommendation of the director, as provided in section 3-450.

(d) When goals are established for a contract, such goals shall be stated in any invitation for bid or request for proposals. No invitation for bid or request for proposals shall be released until goals have been requested and set in accordance with subsection (b) of this section, or until the city department or incentive agency soliciting the contract has been notified by the director that goals will not be established.

(e) For contracts other than construction contracts and contracts for projects leased for development or receiving economic development incentives or tax abatement as described in section 3-425, the director is authorized to require a bidder or proposer to make good faith efforts to achieve LBE/LSBE participation without setting a numeric LBE/LSBE goal on the solicitation as long as the director could have set an LBE/LSBE goal based on the factors in section 3-431 (b).

**Sec. 3-432. - Reserved.**

**Sec. 3-433. - Contractor utilization plan.**

(a) When goals have been established for a contract, each bidder, proposer, contractor, or developer shall submit a contractor utilization plan in the manner required by the department to the director, or agency for incentive agency projects, which shall include the following:

(1) Names and addresses of each qualified LBE/LSBE/EBE that will participate in the contract; and

(2) The work to be performed by each qualified LBE/LSBE, and the amounts each is to be paid for such work.

(c) Bid shopping is prohibited.

(d) At the time of submission of the CUP, the bidder, proposer, contractor or developer, shall also provide to the director, and the incentive agency for incentive projects, a letter of intent signed by each LBE/LSBE/EBE included in the CUP and by the bidder, proposer, contractor or developer. The director must approve or reject the CUP within 30 calendar days of receiving the CUP.

(e) Prior to an incentive agency providing tax incentives to a developer, including the issuance of a tax abatement certificate or the payment or reimbursement of redevelopment project costs, the developer shall have provided to the incentive agency and the incentive agency shall have incorporated within the incentive agency contract a CUP for construction services and professional services that has been approved or deemed approved by the director or the board, as applicable, or in the event a CUP has not been approved or deemed approved by the director or the board, then the incentive agency or city department shall incorporate within the incentive agency contract a CUP which provides for goals established pursuant to section 3-431.

(f) Predevelopment (Place holder)

**Sec. 3-434. - Reserved. - Proposed Retainage Section**

(a) Do not count the participation of a LBE/LSBE/EBE subcontractor toward a contractor's final compliance with its obligations until the contractor has paid the LBE/LSBE/EBE the full amount being counted.
Based on 49 CFR 26.55(h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the contractor has paid the DBE the amount being counted.

**Sec. 3-435. - Determining contract participation credit for LBE/LSBE/EBEs.**

(a) The following contract amounts shall be credited toward achieving the goals:

(1) The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified LBE/LSBE/EBE, except as otherwise expressly provided for herein.

(2) The total contract dollar amount that a prime contractor that is a certified LBE/LSBE performed itself.

(3) Sixty percent of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified LBE/LSBE/EBE.

(4) Forty percent of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified LBE/LSBE/EBE who is acting as a broker on the transaction.

(5) Ten percent of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified LBE/LSBE/EBE.

(6) One hundred percent of the total dollar amount paid or to be paid by a prime contractor to a manufacturer or fabricator of construction supplies who is a certified LBE/LSBE/EBE.

(7) Subcontractor participation with a lower tier LBE/LSBE/EBE subcontractor by the subcontractor using one of the above methods of participation.

(8) EBE certified firms are permitted to participate as subcontractors on projects with LBE/LSBE goals.

(b) Notwithstanding any other provision of this section, no credit toward achieving the goals on an individual contract shall be given for:

(1) Participation in a contract by any qualified LBE/LSBE/EBE that does not perform a commercially useful function. The prime contractor shall have the burden of proving that an LBE/LSBE/EBE is performing a commercially useful function.

(2) Any portion of the value of the contract that an LBE/LSBE/EBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified LBE/LSBE/EBE.

(3) Materials and supplies used on the contract unless the LBE/LSBE/EBE is responsible for negotiating price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself.

(4) Work performed by an LBE/LSBE/EBE in a scope of work other than that in which the LBE/LSBE/EBE is currently certified.

(c) In order to be credited towards the LBE/LSBE/EBE goals on a particular solicitation for a particular scope of work, the applicable LBE/LSBE/EBE shall be certified by the date on which the CUP is due.

(d) All prime contractors on a city or incentive agency contract or development agreement are to report names, address, scope of work, contract value of each subcontractor retained by them or other subcontractors for the project and the amount paid to each respective subcontractor.

(e) Joint ventures and mentor-protégé participation for credit will be based on the work performed by the certified LBE/LSBE/EBE.

**Sec. 3-436. - Reserved.**

**Sec. 3-437. - Waiver of LBE/LSBE goals.**

(a) When a request for waiver has been filed on a city contract, the director may grant a full or partial waiver of contract goals when the director has determined a bidder or proposer has not met the goals despite its good faith efforts, as defined in section 3-441. When a request for waiver been filed on an incentive agency contract, the director and incentive agency shall make a mutual determination as to whether the developer or its prime contractor has made good faith efforts, as defined in section 3-441 to meet the contract goals, and to the extent the director and incentive agency fail to mutually agree within 30 calendar days, the applicable board as determined by sections 3-449 and 3-451 shall determine whether good faith efforts were exerted and its determination shall be final,

and upon such determination that the developer or its prime contractor has made good faith efforts with respect to such request for waiver, the request for waiver shall be deemed approved by the director. The process for such determination shall be as described in sections 3-450 and 3-453.

(b) Notwithstanding any other provision of this division, the city council may waive the requirements of this article and award a city contract to a lowest and best bidder or a best proposer if the council created by the city determines it is in the best interests of the city. Moreover, the city council or any city incentive agency may waive the requirements of this division and authorize a city incentive, as defined in Sec. 3-623(a)(3), if the council or any city incentive agency determines it is in the best interests of the city. If the request for waiver comes to any city incentive agency, the incentive agency shall inform the director no less than 30 days before considering the request for waiver. The director shall then make a written recommendation regarding the request for waiver to the city incentive agency for its consideration. The director shall provide a copy of their recommendation to the city manager and the members of the city council.

(c) Each city incentive agency shall annually, on or before May 1st, report in writing to the city manager on the number of waivers the city incentive agency has granted pursuant to subsection (b). The report shall identify each project for which a waiver was granted, along with a description of the incentive provided to the project.

**Sec. 3-438. - Reserved.**

**Sec. 3-439. - Joint venture and mentor-protégé programs.**

(a) *The joint venture relationship.* The department shall encourage voluntary establishment of joint ventures on all request for proposals (RFP) and requests for qualifications (RFQ). Joint ventures have the potential to create prime contracting opportunities for businesses that include LBE/LSBE/EBEs on eligible projects.

(1) A written joint venture agreement must be completed by all parties to the joint venture and executed before a notary public, which clearly delineates the rights and responsibilities of each member or partner, complies with any requirements of the department, as set forth in RFP or RFQ documents, and provides that the joint venture shall continue for the duration of the project. The department shall review joint venture agreements prior to the award of a contract to determine whether the partners, in fact, share a mutual interest in the operation and success or failure of the joint venture. The department may consider:

a. The initial capital investment of each joint venture partner; and

b. The proportional allocation of profits and losses to each venture partner, at least 40 percent of which must be allocated to the LBE/LSBE/EBE partners; and

c. The partners rights to management, control, and ownership; and

d. Whether the partners maintain a joint checking account; and
e. The method of and responsibility for accounting; and
f. The method by which disputes are resolved; and
g. Any additional or further information required by the director or department as set forth in the request for qualifications or proposal documents or otherwise.

(2) The joint venture, and each member of the joint venture, shall provide the department access to review all records pertaining to joint venture agreements before and after the award of a contract in order to reasonably assess compliance with this division.

(3) The failure of any joint venture partner to comply with this section shall render the joint venture agreement invalid and subject the joint venture partners to any or all of the penalties contained in section 3-465.

(b) *The mentor/protégé certification.* Mentor/protégé certifications are voluntary and designed to provide LBE/LSBE/EBE firms with advice, technical assistance and/or training. The program is not intended to remove the responsibility of the economically disadvantaged owner(s) from the actual day-to-day management of their firm. The mentor/protégé team shall perform work as designated by the mentor within its relevant scope of work, provided however that the mentor cannot be responsible for the management of the LBE/LSBE/EBE firm and the mentor and the LBE/LSBE/EBE must remain separate and independent business entities.

(1) Mentor companies shall require approval by the department to participate in the program; protégé companies must meet the certification requirements of section 3-461 to participate in the program.

(2) The mentor/protégé relationship must be established by a written agreement, completed by both parties to the relationship, and executed before a notary public. This agreement shall clearly delineate the rights and responsibilities of the mentor/protégé.

(3) The department shall review the mentor/protégé agreement for compliance with this section prior to certifying a mentor/protégé relationship.

(4) The mentor/protégé relationship shall exist at least three years, but no more than five years as agreed to by the mentor/protégé team with approval by the department. Both the mentor and protégé can terminate the relationship at any time for any reason and must notify the director of the termination in writing.

(5) A mentor may utilize multiple protégés on a city contract but may have no more than three protégés at any one time, each of which shall be mentored in different commercially useful functions.

(6) A protégé is limited to two mentor/protégé relationships as a participant in the LBE/LSBE/EBE program, and each relationship must be with a different mentor.

(7) During the term of the mentor/protégé certification, the mentor and protégé businesses must each provide to the department a quarterly summary of the mentor skills provided to the protégé, which shall include:

a. The time spent between mentor and protégé business in furtherance of the mentor/protégé relationship; and
b. The nature and extent of managerial, technical, financial and/or bonding assistance provided; and
c. A summary and explanation of any projects bid on or undertaken by the mentor-protégé team in the private sector or for a governmental entity other than the city; and
d. Any additional or further information required by the department or incentive agency as set forth in bid documents or otherwise.

(8) Assistance the mentor may provide the protégé includes, but is not limited to, the following:

a. Extending financial assistance, in the forms of time notes, loans and stock purchases; and
b. Providing technical advice, including cost accounting, estimating, training, plan interpretation, business management, loan packaging, financial counseling, and advice relevant to the success of the particular type of business concern; and
c. Providing equipment and personnel for specific and limited purposes, provided that the equipment and personnel are clearly identified through lease agreements and personnel records, and the protégé exercise the necessary control of personnel and equipment within the normal course of business practice regardless of how the personnel and equipment are acquired; and
d. Providing bonding by either bonding or guaranteeing the bonding on a project-by-project basis, provided that the mentor and protégé create a development plan that includes provisions for ensuring that the protégé acquires the ability to independently bond its projects; and
e. Providing office space, clerical assistance, and other assistance at below market rates.

(9) The following practices within the mentor/protégé relationship are prohibited:

a. A mentor requiring, or a protégé voluntarily entering, an agreement with the mentor to have an exclusive bidding agreement; and
b. Subcontracting arrangements created to artificially inflate LBE/LSBE participation; and
c. Formal or informal agreements that unreasonably limit the protégés control or management of its company; and
d. A mentor entering into any agreement on behalf of the protégé; and
e. An employer/employee relationship between the mentor and protégé at any time during the term of the mentor/protégé relationship.

(10) *Termination of the mentor/protégé relationship.* Either party to the mentor/protégé relationship may terminate the relationship at will. The department may terminate the mentor/protégé relationship for good cause shown. At the end of the certification, the mentor shall no longer provide the protégé with any assistance and a protégés acceptance of such assistance shall result in the protégé not meeting the eligibility requirements for LBE/LSBE/EBE certification.

(11) *Mentor/protégé business thresholds.*

a. Notwithstanding anything to the contrary herein, a mentor's business with a protégé shall not exceed the following amounts:
   1. End of year 1: 80 percent of the protégé's gross receipts;
   2. End of year 2: 70 percent of the protégé's gross receipts;
   3. End of year 3: 60 percent of the protégé's gross receipts;
   4. End of year 4: 50 percent of the protégé's gross receipts;
   5. End of year 5: 50 percent of the protégé's gross receipts; unless the director approves a waiver for good cause or the protégé does not exceed the limitation applicable to the previous year.
b. If the protégé is in its second mentor/protégé relationship, a mentor's business with a protégé shall not exceed the following amounts:
   1. End of year 1:50 percent of the protégé's gross receipts;
   2. End of year 2: 50 percent of the protégé's gross receipts;
   3. End of year 3: 40 percent of the protégé's gross receipts;
   4. End of year 4: 30 percent of the protégé's gross receipts;
   5. End of year 5:30 percent of the protégé's gross receipts.

**Sec. 3-440. - Reserved.**

**Sec. 3-441. - Standards to determine good faith efforts.**

(a) Good faith efforts are efforts that, given all relevant circumstances, a bidder, proposer, contractor, or developer actively and aggressively demonstrates in attempting to meet the prescribed goals. Good faith efforts must be demonstrated to be meaningful and not merely formalistic compliance. Notwithstanding the foregoing or anything in this division to the contrary, to the extent a bidder, proposer, contractor or developer, as applicable, has performed the following, the bidder, proposer, contractor or developer, as applicable, shall be presumptively determined to be in compliance with this section and only determined not to be in compliance upon a clear and convincing showing of an affirmative act or omission that is intentionally contrary to the spirit of this division:

(1) Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small business media, and publications of small business organizations which are included in a list along with their contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by the department no less than every three months, and such 15 calendar days shall be deemed sufficient time to allow LBE/LSBE/EBE firms to participate effectively. Each advertisement shall contain the information required by subsection 3-441(a)(9); and

(2) Sent written notices at least 15 calendar days prior to the bid or proposal due date containing the information required by subsection 3-441(a)(9), by certified mail, e-mail or other electronic means, to at least 80 percent of the small business organizations which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by the department no less than every three months, and such 15 calendar days shall be deemed sufficient time to allow LBE/LSBE/EBE firms to participate effectively; and

(3) Sent written notices, containing the information required by subsection 3-441(a)(9), by certified mail, e-mail or other electronic means, to at least 80 percent of LBE/LSBE/EBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the Contract at least 15 calendar days prior to the bid or proposal due date and such 15 calendar days shall be deemed sufficient time to allow them to participate effectively; and

(4) Attempted to identify portions of the work for qualified LBE/LSBE/EBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available LBE/LSBE/EBEs appearing on the directory; and

(5) At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in writing in achieving the

LBE/LSBE goals from the director and acted on the director's recommendations; and

(6) Conferred with certified LBE/LSBE/EBEs which inquired about or responded to the bid solicitation and explained to such LBE/LSBE/EBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified LBE/LSBE/EBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten or 80% of additional certified LBE/LSBE/EBEs in the particular scopes listed on the directory and offer to confer with such LBE/LSBE/EBEs for such particular scope of work and request such LBE/LSBE/EBEs to submit a proposal; and

(7) Attempted to negotiate in good faith with certified LBE/LSBE/EBEs which responded to the bid solicitation or those certified LBE/LSBE/EBEs that were conferred with as contemplated by section 3-441(a)(6), and other qualified LBE/LSBE/EBEs, at the option of the bidder, proposer, contractor or developer, as applicable, to perform specific subcontracts, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, contractor or developer; in the event an LBE/LSBE/EBE is the low bid, but rejected as unqualified, the bidder, proposer, contractor or developer and the director or board, as applicable, shall provide sound reasons for rejecting such LBE/LSBE/EBE; and

(8) Attended pre-bid meetings when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, contractor or developer, as applicable or by the director provided the director provides written direction to the bidder, proposer, contractor or developer at the time the goals are recommended by the director pursuant to section 3-431 to provide for a pre-bid meeting(s); and

(9) Written notices and advertisements to be provided pursuant to (1), (2) and (3) above shall include the following information:

a. The bid due date;
b. The name of the project;
c. The address or general location of the project;
d. The location of plans and specifications for viewing;
e. Contact information of the prime contractor or developer, as applicable;
f. A general description of the scopes of work that are the subject of the solicitation;
g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;

h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;

i. The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, contractor or developer as of the bid solicitation; and

j. Any other information deemed relevant by the bidder, proposer, contractor or developer, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, contractor or developer of such additional information at the time the goals are recommended by the director pursuant to section 3-431.

k. In the event the bidder, proposer, contractor or developer amends the scopes previously bid or decides to further open bids, and determines that further notice is necessary, the time for giving notices as provided in (1), (2) and (3) above shall be deemed sufficient if given seven business days in advance of the applicable updated bid due; and

(10) For city construction contracts only, within five business days after drawing the bid specifications, sent certified letters, verifiable e-mails or proof of facsimiles to qualified LBE/LSBE/EBEs listed on the LBE/LSBE/EBE/SBE/DBE Kansas City, MO Online Directory.

(b) Good faith efforts analysis may be performed (1) in the event a CUP is rejected, (2) a request for modification is rejected, or (3) as of the completion of the project, if the bidder, proposer, contractor or developer is not able to meet the goals following the approval of a CUP or request for modification. In the event of one of the foregoing events, a bidder, proposer, or developer or its prime contractor shall submit documentation of its good faith efforts when requested by the city or incentive agency.

(c) Good faith efforts shall be made prior to submission of the contractor utilization plan to the director; provided however efforts made to increase participation of LBE/LSBE/EBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.

(d) For incentive projects, the director shall submit to the relevant incentive agency, his or her initial findings of good faith prior to sending the final good faith efforts finding to the developer and as soon as practicable thereafter the director and incentive agency shall mutually agree as to whether good faith efforts were exerted prior to submitting a final determination to the developer. To the extent the director and incentive agency fail to agree within 30 calendar days, the

applicable board as determined by sections 3-449 and 3-451 shall determine whether good faith efforts were exerted and the board's determination shall be final. The process for such determination shall be as described in sections 3-450 and 3-453 (remove?).

(e) Notwithstanding anything herein to the contrary, to the extent the proposer, bidder, contractor or developer or its prime contractor has not met each of the criteria set forth in section 3-441(a) for a presumptive determination that the bidder, proposer, contractor, developer, or its prime contractor has exerted good faith efforts, the director, incentive agency or applicable board, nonetheless, may determine, given all relevant circumstances, that good faith efforts were exerted by the proposer, bidder, contractor, developer or its prime contractor. To the extent good faith efforts are determined with respect to the contractor utilization plan, modification or waiver submitted by a bidder, proposer, or developer or its prime contractor, such contractor utilization plan, modification or waiver, shall be deemed approved by the director and the applicable waiver granted (remove?).

**Sec. 3-442. - Reserved.**

**Sec. 3-443. - Modification or substitution.**

(a) A bidder, proposer, contractor, or developer shall not make any modification or substitution with regard to an approved contractor utilization plan unless the modification or substitution has first been requested of the director and approved. For city contracts after bid or proposal opening or after a contract is awarded, the director may approve substitutions of other qualified LBE/LSBE/EBEs for those listed in the contractor utilization plan or approve modifications of the amount of participation listed in the contractor utilization plan, if the director determines or, in the case of incentive projects, the applicable incentive agency and the director mutually determine, except in the event the incentive agency and director fail to mutually agree, in which case the applicable board as determined by sections 3-449 and 3-451 determines that the bidder, proposer, contractor, or developer made and provided evidence of good faith efforts to substitute the listed LBE/LSBE/EBE with other qualified MBE/WBEs for the listed scope of work or any other scope of work in the project, finds that the bidder, proposer, or contractor has not attempted intentionally to evade the requirements of this division and it is in the best interests of the city and the applicable incentive agency to allow a modification or substitution, and also finds one of the following:

(1) The listed LBE/LSBE/EBE is non-responsive or cannot perform; or

(2) The listed LBE/LSBE/EBE has increased its previously quoted price to the bidder, proposer, contractor, or developer without a corresponding change in the scope of the work; or

(3) The listed LBE/LSBE/EBE has committed a material default or breach of its contract with the contractor or developer; or

(4) Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or

(5) The listed LBE/LSBE/EBE is unacceptable to the contracting department, department must provide written explanation/justification of unacceptability; or

(6) The listed LBE/LSBE/EBE thereafter had its certification revoked.

The process for such determination by the applicable board in those circumstances in which the director and applicable incentive agency fail to mutually agree on an incentive project shall be as described in sections 3-450 and 3-453.

(b) If there is an increase in the quantity of the scope of work performed by an LBE/LSBE/EBE, contractor or developer shall make good faith efforts to use such LBE/LSBE/EBE for the increased work. If extra work not within the general scope of the contract and in excess of $400,000.00 is required, the director shall assign LBE/LSBE goals for the extra work, if appropriate, and the contractor or director shall make good faith efforts under the circumstances to achieve the goal.

(c) Bid shopping is prohibited.

(d) For incentive projects, the director shall submit to the relevant incentive agency, his or her initial determination of whether a modification or substitution is appropriate to the developer and as soon as practicable thereafter the director and the incentive agency shall mutually agree as to whether a modification or substitution is appropriate prior to submitting final determination to the developer; provided, however, to the extent the incentive agency and director fail to agree within 30 calendar days, the applicable board determined by sections 3-449 and 3-451 shall determine good faith efforts and the board's determination shall be final. The process for such determination shall be as described in sections 3-450 and 3-453.

**Sec. 3-444. - Reserved.**

**Sec. 3-445. - Contract award process.**

(a) Whenever a bidder or proposer has submitted a bid or proposal that is not in material compliance with the requirements of this division, the contracting department or incentive agency shall reject the bid or proposal unless the goals are waived pursuant to section 3-437.

(b) If, after a contract is awarded, it is determined that a solicitation or award is in violation of this division, the contractor or developer may continue performance if the department director makes a written determination that it is in the best interests of the city, without prejudice to any other legal remedies available to it under the contract.

**Sec. 3-446. - Reserved.**

**Sec. 3-447. - Liquidated damages.**

(a) All city and incentive agency contracts which contain goals shall contain a provision which provides for liquidated damages in the event the contractor or developer fails to achieve the LBE/LSBE participation specified in the contractor utilization plan as finally approved by the director or the goals established pursuant to 3-431, whichever is lower, and fails to exert good faith efforts, as determined by the director or, in the case of incentive projects, the mutual determination of the director and the applicable incentive agency; except in the event the director and incentive agency fail to mutually agree, in which event, the determination of the applicable board determined by sections 3-449 and 3-451. The process for such determination shall be as described in sections 3-450 and 3-453.

(b) The amount of liquidated damages for city contracts shall be in an amount as determined by the director. For incentive agency contracts, the director and incentive agency shall jointly agree on the amount of liquidated damages and may jointly agree to a remedy alternative to liquidated damages which promotes the goals of the city's LBE/LSBE program. For incentive agency contracts, should the incentive agency and director fail to come to an agreement on the amount of the liquidated damages or a remedy alternative to liquidated damages, the applicable board's determination (pursuant to sections 3-449 and 3-451) of liquidated damages or other alternate remedy under the incentive agency contract shall be final. The process for such determination shall be as described in sections 3-450 and 3-453.

(c) The liquidated damages may not exceed the difference between the monetary amount of the LBE/LSBE participation finally approved, and as may be modified or waived, in accordance with this division, and the amount actually paid to certified LBE/LSBE/EBEs appearing on a CUP or modification approved by the director, unless waived pursuant to section 3-437. In determining the amount actually paid to qualified LBE/LSBE/EBEs, no credit shall be given for that portion of the LBE/LSBE participation that was not approved in accordance with the provisions of section 3-435, provided however that the director, director and incentive agency, or board, as appropriate may allow credit if they determine, in their sole discretion, that the contractor or developer acted in good faith. Notwithstanding the foregoing, in the event the CUP anticipated that the contractor or developer would exceed the goals established prior to the submission of the CUP, the liquidated damages may not exceed the difference between the monetary amount of the LBE/LSBE participation pursuant to such goals established prior to the submission of the CUP and the amount actually paid to LBE/LSBE/EBEs.

**Sec. 3-448. - Reserved.**

**Sec. 3-449. -** T

**Sec. 3-450. -**

**Sec. 3-451. - Appeals board.**

(a) *Establishment and authority.* There is hereby established the appeals board. The board's authority is limited to city bids, proposals and contracts, and those incentive projects, in which the estimated cost thereof is more than $400,000.00. The board's authority is limited to making determinations as to whether good faith efforts have been made and the assessment and amount of liquidated damages on incentive agency projects when the applicable agency and the director fail to mutually agree, and hearing and investigating appeals set forth in section 3-453 hereof arising from city bids, proposals and contracts under its jurisdiction. The board is also authorized, pursuant to sections 3-453 and 3-622, to hear appeals regarding penalties imposed by the director for failure to pay prevailing wage or otherwise engaging in wage theft.

(b) *Board composition.* The board shall be composed of three members and one alternates appointed by the city manager as follows:
(1) One standing member to form the board on an ongoing basis; and
(2) One standing member appointed from the City's Law Department; and
(2) One rotating member related to the industry of the contractor or subcontractor; and
(9) One alternate from the community at large; and
(10) The Chairperson shall be selected by the panel to serve a term pursuant to section 3-451(c)

(c) *Term.* The terms of all board members shall be for a period of four years.

(d) *Alternates.* In the event a board member is unable to attend a meeting of the board or has a conflict of interest with regard to a particular contract or issue, the alternate shall temporarily serve in such member's stead.

(e) *Ineligibility.* The following persons are ineligible to serve on the board:
(1) Members of the city council; and
(2) (3) Nonresidents of the city.

(f) *Conflict of interest.* In the event a board member has a conflict of interest in a contract or issue that comes before the board, the member shall be temporarily replaced by the alternate. In the event an alternate has a conflict of interest in a bid, contract or issue that comes before the board, the alternate shall recuse himself. In the event both the board member and alternate are both unable to serve, the city manager shall appoint an alternate to serve specific to that issue before the board.

(g) *Quorum.* Three members of the board shall constitute a minimum quorum.

**Sec. 3-452. - Reserved.**

**Sec. 3-453. - Responsibilities of the appeals board.**

(a) Any bidder or proposer on a city project having a contract for which the estimated cost thereof is more than $400,000.00 may, prior to award of the contract (except in the case of a substitution, which shall necessarily occur after the award of a contract), appeal to the board any determination by the director concerning the following issues:

(1) Waiver of the individual contract goals pursuant to section 3-437(a); or

(2) Substitution of an LBE/LSBE/EBE listed on a contractor utilization plan pursuant to section 3-441; or

(3) Substitution of an LBE/LSBE/EBE listed on a contractor utilization plan pursuant to section 3-443; or

(4) Modification of the percentage of the participation on a contractor utilization plan pursuant to section 3-443.

(b) Any contractor having a contract for which the estimated cost thereof is more than $400,000.00 may prior to the award of a contract (except in the case of a substitution, which shall necessarily occur after the award of a contract) appeal to the board any determination by the director concerning the following issues:

(1) LBE/LSBE/EBE contract credit towards meeting the percentage of LBE/LSBE/EBE participation identified in the contractor utilization plan; or

(2) Substitution of an LBE/LSBE/EBE listed on a contractor utilization plan pursuant to section 3-443; or

(3) Modification of the percentage of participation on a contractor utilization plan pursuant to section 3-443; or

(4) The assessment or amount of liquidated damages.

(c) Any entity subject to a penalty for failure to pay prevailing wage or otherwise engaging in wage theft pursuant to section 3-622 may appeal to the board any such determination by the director.

(d) Appeals shall be made to the board by filing with the director within 10 calendar days after notice of the director's determination through a written request for review by the board, stating the grounds of such appeal with specificity. The director shall promptly forward a copy of any appeal to the chairperson and members of the board.

(e) To the extent a bidder, proposer, or contractor is notified that any determination made by the director is final and appealable to the board, and such bidder, proposer, or contractor fails to file an appeal of such final determination within 10 calendar days of such final determination, such failure to file a timely appeal shall constitute a waiver of the right of a bidder, proposer, or contractor to appeal the director's determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

(f) Authority of board.

(1) The board shall have authority to decide appeals, and may reverse, affirm, or modify determinations of the director pursuant to section 3-453(a) (b), and (c). The board shall have the power to inquire into all the facts and circumstances of appeals within its jurisdiction and may hold hearings for such purpose. The board shall not hold hearings to inquire into those matters which the board, upon recommendation by the city attorney or their designee, deems to be frivolous and without merit and whose determination shall be final.

(2) Except for those appeals which are found to be frivolous in accordance with section 3-453(f)(1), the board shall hold a hearing within 30 calendar days of the date of filing of a timely appeal. The failure to hold a hearing or determine an appeal frivolous within the prescribed time shall result in the director's determination being overturned without further action, unless the delay was requested or caused by the party filing the appeal. Continuations shall be submitted in writing to the director and shall be limited to one 10-day continuation.

(3) The board shall issue a written report of its decision within 14 calendar days from the conclusion of the hearing. The board's decision shall be final for all purposes. Notwithstanding the foregoing, the city council shall retain the right to waive any provision of this article in accordance with section 3-437(b).

(g) In the event an appeal is pending before the board and the project is presented to the city council for consideration prior to the board's issuance of its decision, the city council shall be notified by including in the fact sheet notification that there is an appeal pending before the board. The city council may elect to delay award of the project until after the board issues its decision.

(h) For incentive agency projects, when the applicable incentive agency and the director are unable to reach a mutual determination within 30 days, the board shall have the authority to make determinations as to whether good faith efforts have been made and on the assessments and amount of liquidated damages, pursuant to sections 3-437, 3-441, 3-443, and 3-447. The board shall have the power to inquire into all the facts and circumstances and hold hearings for such purpose. When agreement cannot be reached after the requisite 30 days, the director or applicable agency shall notify the board of such disagreement within five days. Upon notification by the director or applicable agency, the board shall hold a hearing within 30 calendar days. The board shall issue its determination as to whether good faith efforts have been made within 14 calendar days from the conclusion of the hearing and its decision shall be final for all purposes. Notwithstanding the foregoing, the city council shall retain the right to waive any provision of this section.

**Sec. 3-454. - Reserved.**

**Sec. 3-455. - Procedures for construction contracts.**

The following shall apply to construction contracts in which the estimated cost thereof is more than $400,000.00:

(1) Bid submissions. Bidders shall submit an affidavit of intended utilization with their bids.

(2) Forty-eight hour submissions. Bidders on city contracts shall submit the following within 48 hours after bid opening:
   a. A contractor utilization plan in conformance with section 3-433 hereof; and
   b. Confirmation of subcontractor participation or letters of intent to subcontract; and
   c. Good faith efforts documentation pursuant to subsections 3-437 and 3-441 if the bidder failed to meet or exceed the goals.

(3) Timely submission of the contractor utilization plan is a material element of the submission. The director is authorized to extend the 48-hour deadline for confirmation of participation or letters of intent to subcontract but not the deadline for submission of the contractor utilization plan.

(4) The apparent successful bidder shall submit documentation of good faith efforts made prior to 48 hours after bid opening when requested by the city or the incentive agency.

(5) A notarized affidavit certifying actual LBE/LSBE/EBE participation in the contract, including the names of such LBE/LSBE/EBEs and the participation amount, and a certification that all LBE/LSBE/EBE subcontractors and other subcontractor have been paid must be submitted by the contractor prior to the city's release of retainage under the contract. Partial release of retainage for subcontractors whose work is completed may be approved with the submission of a notarized affidavit certifying that their work under the contract is complete.

(6) Any increase in the amount of LBE/LSBE/EBE participation after submission of the contractor utilization plan shall not count toward meeting the contract goals, unless otherwise permitted under section 3-443 hereof.

(7) Bid shopping is prohibited.

**Sec. 3-456. - Procedures for incentive agency agreements.**

For incentive projects, the incentive agency shall require that the CUP be approved prior to granting the applicable incentive. If the incentive project is bid in phases, the developer(s) shall submit an estimated timetable for additional phases. The director shall approve or reject the CUP within 30 calendar days of receiving the same and, if rejected, provide a written explanation for such rejection. If the director fails to reach a decision within 30 calendar days of receiving the CUP, the CUP will be deemed approved by the director or in the event a CUP has not been approved or deemed approved by the director then the incentive agency shall incorporate within

the incentive agency contract a contractor utilization plan which provides for goals established pursuant to section 3-431.

**Sec. 3-457. - Procedures for all other contracts.**

The following procedures shall apply to all contracts not covered by section 3-455 and 3-456, and for which goals have been established:

(1) For contracts awarded pursuant to competitive bidding, bidders shall submit an affidavit of intended utilization with their bid. Within 48 hours after bid opening, they shall submit the following additional documentation:
   a. A contractor utilization plan in conformance with section 3-433 hereof; and
   b. Confirmation of subcontractor participation or letters of intent to subcontract for each certified LBE/LSBE/EBE firm utilized; and
   c. Good faith efforts documentation pursuant to subsections 3-437 and 3-441 if the bidder failed to meet or exceed the goals.

(2) For contracts awarded pursuant to requests for proposals, proposers shall submit an affidavit of intended utilization with their proposal. Prior to the award of any contract, they shall submit the following additional documentation:
   a. A contractor utilization plan in conformance with section 3-433 hereof; and
   b. Confirmation of subcontractor participation or letters of intent to subcontract for each certified LBE/LSBE/EBE firm utilized; and
   c. Good faith efforts documentation pursuant to subsections 3-437 and 3-441 if the bidder failed to meet or exceed the goals.

(3) Timely submission of the contractor utilization plan is a material element of the bid or proposal submission. The director is authorized to extend the 48-hour deadline for the confirmation of participation or letters of intent to subcontract but not the deadline for submission of the contractor utilization plan. However, for contracts for the award of grant funds or contracts for the sale of real property, the director may waive the requirements of subsection (1) or (2), provided that the contract requires that all documentation be submitted and approved prior to the city reimbursing or paying any funds under the contract.

(4) Documentation of good faith efforts shall be submitted when requested by the city or an incentive agency.

(5) Any increase in the amount of LBE/LSBE/EBE participation after submission of the contractor utilization plan shall not count toward meeting the contract goals, unless otherwise permitted under section 3-443 hereof.

**LBE Contracting Incentives**

**1. LBE (Large) Contracts**

a. LBE Incentives are applicable on City and Agency contracts estimated at $25 million and over. The incentives have been established to encourage the utilization of LBE/LSBE/EBE firms on these large contracts and to allow LBE firms who are approaching or who have entered the 3-year Graduation period continuing opportunities to participate on these large projects.

b. LBEs, LSBEs and EBEs are eligible to participate on LBE contracts.

i. Prime contractors on LBE contracts can receive a credit of 0.25% for each EBE included on the CUP. The total credit will serve to increase the participation toward the goal percentage established for the project.

**Sec. 3-458. – Required reporting for city departments.**

City departments engaging in contracting shall provide any and all information required by the director in a format prescribed by the director in such intervals are the director may determine, including but not limited to the following:

(a) Contract awards;
(b) Contractor utilization plans;
(c) Contract amendments;
(d) Contract change orders;
(e) Requests for modification or substitution;
(f) Partial releases of retainage;
(g) Contract renewals;
(h) Contract closeouts.

**Sec. 3-459. - Required reporting for contractors and developers.**

All contractors and developers with a contractor utilization plan shall provide any and all information required by the director in a format prescribed by the director in such intervals as the director may determine.

**Sec. 3-461. - Certification and appeals.**

(a) To ensure that this article benefits only LBE/LSBE/EBEs that are owned and controlled by bona fide economically disadvantaged owners, the director shall certify LBE/LSBE/EBEs and joint ventures who wish to participate in the program. Any person not certified by the civil rights and equal opportunity department shall not be regarded as an LBE/LSBE/EBE or joint venture under this division.

(b) Each entity seeking certification as an LBE/LSBE/EBE must demonstrate by written documentation or affidavit that it's owner's (or each individual owner who collectively holds at least 51% ownership interest in the firm) personal net worth is equal to or less than the permissible amount determined by 49 CFR 26.68.

Entities seeking certification as an LBE/LSBE/EBE shall submit all information or documentation requested by the city's civil rights and equal opportunity department in determining whether the entity complies with this subsection.

(c) Each person that seeks certification as an LBE/ LSBE/EBE in the Kansas City metropolitan area must demonstrate the business enterprise has a real and substantial presence. Any business enterprise shall be deemed to have a real and substantial presence in the Kansas City metropolitan area if:

(1) The firm's principal office or place of business is in the Kansas City metropolitan area; and

(2) The firm maintains full-time employees in one or more of the firm's offices within the Kansas City metropolitan area to conduct or solicit business in the Kansas City metropolitan Area the majority of their working time; and

(3) The firm has transacted business more than once in the Kansas City metropolitan area within the last three years; and

(4) The firm's principal office or place of business has been in existence in the Kansas City metropolitan area at least six months prior to application for participation in the LBE/LSBE /EBE program.

(d) All applicants and certified businesses shall be subject to an audit by the director at any time. An applicant's or certified business' refusal to facilitate an audit shall be grounds for denial of its certification application or revocation of its certification.

(e) All applicants and certified businesses shall be required to demonstrate and prove that the business has the skill and expertise to perform as a subcontractor in the particular area of work for which it is requesting listing or is listed on the LBE/LSBE/EBE/DBE/SBE Kansas City Online Directory.

(f) All applicants and certified businesses shall submit such information or documentation as may be required by the director in connection with its certification as an LBE/LSBE/EBE, including, but not limited to current licenses and federal, state and local tax returns and schedules (business and personal) for all owners holding an ownership interest in the firm of 5% or more, and all other forms that are required to be included with or attached to the return at the time of filing. Failure to submit such information or documentation shall result in the denial of its certification application or revocation of its certification.

(g) A certification application may be withdrawn by an applicant without prejudice at any time prior to a final determination. All applications and documentation submitted to support an application will not be returned to the applicant.

(h) Burden of proof in the certification process. The firm seeking certification has the burden of demonstrating to the director, by a preponderance of the evidence, that it meets all the requirements for certification. The director shall make

determinations concerning whether individuals and firms have met their burden of demonstrating economically disadvantaged status, business size, expertise, commercially useful function, ownership, management, independence and control by considering all the facts in the record, viewed as a whole.

(i) Business size determinations. To be an LBE/LSBE,/EBE a firm (including its affiliates as defined by 13 CFR 121.103) must be an existing and currently functioning small business. The director shall apply the SBA business size standard(s) found in 13 CFR 121.201 and as amended as of the date of application and appropriate to the type(s) of work the firm seeks to perform.

1. LBE Certification: Firms with 3-year (or 5-year) average gross receipts of over $10,000,000 and meeting the SBA size standards for the scopes of work performed by the firm. Firms currently in the 3-year Graduation Period are exempt from the requirement to meet the SBA size standards for the scopes of work performed for the duration of the Graduation Period.

2. LSBE Certification: Firms with 3-year (or 5-year) average gross receipts of less than $10,000,000 and meeting the SBA size standards for the scopes of work performed by the firm.

3. EBE Certification: Firms with 3-year (or 5-year) average gross receipts of less than five (5) percent of the SBA size standard for NAICS 236220).

4. EBE-WSDEPS Certification; Firms with 3-year (or 5-year) average gross receipts under $9,000,000 and meeting the SBA size standards for the scopes of work performed.

(l) Determination of ownership. In determining whether the economically disadvantaged participants in a firm own the firm, the director shall consider all the facts in the record, viewed as a whole.

(2) To be an LBE/ LSBE,/ EBE, a firm must be at least 51 percent owned by one or more economically disadvantaged individuals, reflected as follows:

a. In the case of a corporation, such individuals must own at least 51 percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding.

b. In the case of a partnership, 51 percent of each class of partnership interest must be owned by economically disadvantaged individuals. Such ownership must be reflected in the firm's partnership agreement.

c. In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by the economically disadvantaged individuals.

(3) The firm's ownership by economically disadvantaged owner(s) must be real, substantial, and continuing, going beyond pro forma ownership of the firm as reflected in ownership documents. The economically disadvantaged owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with their ownership interests, as demonstrated by the substance, not merely the form, of arrangements.

(4) All securities that constitute ownership of a firm shall be held directly by the economically disadvantaged owner(s). Except as provided in this subsection (3), no securities or assets held in trust, or by any guardian for a minor, are considered as held by economically disadvantaged individual(s) in determining the ownership of a firm. However, securities or assets held in trust are regarded as held by an economically disadvantaged individual(s) for purposes of determining ownership of the firm, if:

a. The beneficial owner of securities or assets held in trust is an economically disadvantaged individual, and the trustee is the same or another such individual; or

b. The beneficial owner of a trust is an economically disadvantaged individual who, rather than the trustee, exercises effective control over the management, policy-making, and daily operational activities of the firm. Assets held in a revocable living trust may be counted only in the situation where the same economically disadvantaged individual is the sole grantor, beneficiary, and trustee.

(5) The contributions of capital or expertise by the economically disadvantaged owner or owners to acquire their ownership interests must be real and substantial. Examples of insufficient contributions include a promise to contribute capital, an unsecured note payable to the firm or an owner who is not an economically disadvantaged individual, or mere participation in a firm's activities as an employee. Debt instruments from financial institutions or other organizations that lend funds in the normal course of their business do not render a firm ineligible, even if the debtor's ownership interest is security for the loan.

(6) In situations where expertise is relied upon as part of an economically disadvantaged owner's contribution to acquire ownership:

a. The owner's expertise must be:

1. In a specialized field; and
2. In areas critical to the firm's operations; and
3. Indispensable to the firm's potential success; and
4. Specific to the type of work the firm performs; and

5. Documented in the records of the firm. These records must clearly show the contribution of expertise and its value to the firm.

b. The individual whose expertise is relied upon must have a significant financial investment in the firm.

(7) The director shall always deem as held by an economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual:

a. As the result of a final property settlement or court order in a divorce or legal separation, provided that no term or condition of the agreement or divorce decree is inconsistent with this section; or

b. Through inheritance, or otherwise because of the death of the former owner.

(8) Presumptions regarding interests obtained without consideration:

a. The director shall presume as not being held by an economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual as the result of a gift, or transfer without adequate consideration, from any non-economically disadvantaged individual or non-LBE/LSBE/EBE/EBE-WSDEPS firm who is:

1. Involved in the same firm for which the individual is seeking certification, or an affiliate of that firm; or
2. Involved in the same or a similar line of business; or
3. Engaged in an ongoing business relationship with the firm, or an affiliate of the firm, for which the individual is seeking certification.

b. To overcome this presumption and permit the interests or assets to be counted, the economically disadvantaged individual must demonstrate to the director, by clear and convincing evidence, that:

1. The gift or transfer to the economically disadvantaged individual was made for reasons other than obtaining certification as an LBE/LSBE/EBE; and
2. The economically disadvantaged individual actually controls the management, policy, and operations of the firm, notwithstanding the continuing participation of non-economically disadvantaged individuals or non- LBE/LSBE/EBE; firm who provided the gift or transfer.

(9) The director shall apply the following rules in situations in which marital assets form a basis for ownership of a firm:

a. When marital assets (other than the assets of the business in question), held jointly or as community property by both spouses, are used to acquire the ownership interest asserted by one spouse, the director shall deem the ownership interest in the firm to have been acquired by that spouse with his or her own individual resources, provided that the other spouse irrevocably renounces and transfers all rights in the ownership interest in the manner sanctioned by the laws of the state in which either spouse or the firm is domiciled. The director shall not count a greater portion of joint or community property assets toward ownership than state law would recognize as belonging to the economically disadvantaged owner of the applicant firm.

b. A copy of the document legally transferring and renouncing the other spouse's rights in the jointly owned or community assets used to acquire an ownership interest in the firm must be included as part of the firm's application for LBE/LSBE/EBE certification.

(10) The director may consider the following factors in determining the ownership of a firm. However, the director must not regard a contribution of capital as failing to be real and substantial, or find a firm ineligible, solely because:

a. An economically disadvantaged individual acquired his or her ownership interest as the result of a gift, or transfer without adequate consideration, other than the types set forth in subsection (7) of this section; or

b. There is a provision for the co-signature of a spouse who is not an economically disadvantaged individual on financing agreements, contracts for the purchase or sale of real or personal property, bank signature cards, or other documents; or

c. Ownership of the firm in question or its assets is transferred for adequate consideration from a spouse who is not a economically disadvantaged to a spouse who is such an individual. In this case, the director must give particularly close and careful scrutiny to the ownership and control of a firm to ensure that it is owned and controlled, in substance as well as in form, by a economically disadvantaged individual.

(j) Determinations concerning control. In determining whether the economically disadvantaged owner controls a firm, the director must consider all the facts in the record, viewed as a whole.

(k) Only an independent business may be certified as an LBE/LSBE/EBE. An independent business is one whose viability does not depend on its relationship with another firm or firms.

a. In determining whether a potential LBE/LSBE/EBE is an independent business, the director must scrutinize relationships with non-LBE/LSBE/EBE firms, in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

b. The director must consider whether present or recent employer/employee relationships between the economically disadvantaged owner(s) of the potential LBE/LSBE/EBE and non-LBE/-LSBE/EBE firms or persons associated with non-LBE/-LSBE/EBE firms compromise the independence of the potential LBELSBE/EBE firm.

c. The director must examine the firm's relationships with prime contractors to determine whether a pattern of exclusive or primary dealings with a prime contractor compromises the independence of the potential LBE/LSBE/EBE firm.

d. In considering factors related to the independence of a potential LBE/LSBE/EBE firm, the director must consider the consistency of relationships between the potential LBE/LSBE/EBE and non-LBE/LSBE/EBE firms with normal industry practice.

(1) An LBE/LSBE/EBE firm must not be subject to any formal or informal restrictions which limit the customary discretion of the economically disadvantaged owners. There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices (e.g., cumulative voting rights, voting powers attached to different classes of stock, employment contracts, requirements for concurrence by non-disadvantaged partners, conditions precedent or subsequent, executory agreements, voting trusts, restrictions on or assignments of voting rights) that prevent the economically disadvantaged owners, without the cooperation or vote of any non-economically disadvantaged owners, from making any business decision of the firm. This paragraph does not preclude a spousal co-signature on documents.

(2) The economically disadvantaged owners must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as

long-term decisions on matters of management, policy and operations.

a. An economically disadvantaged owner must hold the highest officer position in the company (e.g., chief executive officer or president).

b. In a corporation, economically disadvantaged owners must control the board of directors.

c. In a partnership, one or more economically disadvantaged owners must serve as general partners, with control over all partnership decisions.

(3) Individuals who are not economically disadvantaged may be involved in an LBE/LSBE/EBE firm as owners, managers, employees, stockholders, officers, and/or directors. Such individuals must not, however, possess or exercise the power to control the firm, or be disproportionately responsible for the operation of the firm.

(4) The economically disadvantaged owners of the firm may delegate various areas of the management, policymaking, or daily operations of the firm to other participants in the firm, regardless of whether these participants are economically disadvantaged owners. Such delegations of authority must be revocable, and the economically disadvantaged owners must retain the power to hire and fire any person to whom such authority is delegated. The managerial role of the economically disadvantaged owners in the firm's overall affairs must be such that the recipient can reasonably conclude that the economically disadvantaged owners actually exercise control over the firm's operations, management, and policy.

(5) The economically disadvantaged owners must have an overall understanding of, and managerial and technical competence and experience directly related to, the type of business in which the firm is engaged and the firm's operations. The economically disadvantaged owners are not required to have experience or expertise in every critical area of the firm's operations, or to have greater experience or expertise in a given field than managers or key employees. The economically disadvantaged owners must have the expertise, technical competence, and ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to use this information to make independent decisions concerning the firm's daily operations, management, and policymaking. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the

principal business activities of the firm is insufficient to demonstrate control.

(6) If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the economically disadvantaged persons who own and control a potential LBE/LSBE/EBE firm of that type must possess the required license or credential. If state or local law does not require such a person to have such a license or credential to own and/or control a firm, the director must not deny certification solely on the ground that the person lacks the license or credential. However, the director may take into account the absence of the license or credential as one factor in determining whether the economically disadvantaged owners actually control the firm.

(8) The director may consider differences in remuneration between the economically disadvantaged owners and other participants in the firm in determining whether to certify a firm as an LBE/ LSBE/EBE. Such consideration shall be in the context of the duties of the persons involved, normal industry practices, the firm's policy and practice concerning reinvestment of income, and any other explanations for the differences provided by the firm. The director may determine that a firm is controlled by its economically disadvantaged owner although that owner's remuneration is lower than that of some other participants in the firm. In a case where a non-economically disadvantaged individual formerly controlled the firm, and a economically disadvantaged owner individual now controls it, the director may consider a difference between the remuneration of the former and current controller of the firm as a factor in determining who controls the firm, particularly when the non-economically disadvantaged individual remains involved with the firm and continues to receive greater compensation than the economically disadvantaged individual.

(9) In order to be viewed as controlling a firm, an economically disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the individual from devoting sufficient time and attention to the affairs of the firm to control its activities. For example, absentee ownership of a business and part-time work in a full-time firm are not viewed as constituting control. However, an individual could be viewed as controlling a part-time

business that operates only on evenings and/or weekends, if the individual controls it all the time it is operating.

(10) A economically disadvantaged individual may control a firm even though one or more of the individual's immediate family members (who themselves are not economically disadvantaged) participate in the firm as a manager, employee, owner, or in another capacity. Except as otherwise provided in this paragraph, the director must make a judgment about the control the economically disadvantaged owner exercises vis-à-vis other persons involved in the business as in other situations, without regard to whether or not the other persons are immediate family members. If the director cannot determine that the economically disadvantaged owners, as distinct from the family as a whole, control the firm, then the economically disadvantaged owners have failed to carry their burden of proof concerning control, even though they may participate significantly in the firm's activities.

(11) Where a firm was formerly owned and/or controlled by a non-economically disadvantaged individual (whether or not an immediate family member), ownership and/or control were transferred to an economically disadvantaged individual, and the non-economically disadvantaged individual remains involved with the firm in any capacity, the economically disadvantaged individual now owning the firm must demonstrate to the director, by clear and convincing evidence, that:

a. The transfer of ownership and/or control to the economically disadvantaged individual was made for reasons other than obtaining certification as an LBE/LSBE/EBE; and

b. The economically disadvantaged individual actually controls the management, policy, and operations of the firm, notwithstanding the continuing participation of a non-economically disadvantaged individual who formerly owned and/or controlled the firm.

(12) In determining whether a firm is controlled by its economically disadvantaged owners, the director shall consider whether the firm owns equipment necessary to perform its work. However, the director must not determine that a firm is not controlled by economically disadvantaged individuals solely because the firm leases, rather than owns, such equipment, where leasing equipment is a normal industry practice and the lease does not involve a

relationship with a prime contractor or other party that compromises the independence of the firm.

(13) The director shall grant certification to a firm only for specific types of work in which they are currently functioning and in which the economically disadvantaged owners have the ability to control the firm. To become certified in an additional type of work, the firm needs to demonstrate to the director that its economically disadvantaged owners are able to control the firm with respect to that type of work. The director may not, in this situation, require that the firm be recertified or submit a new application for certification, but must verify the economically disadvantaged owner's control of the firm in the additional type of work.

(14) A business operating under a franchise or license agreement may be certified if it meets the standards in this subpart and the franchiser or licenser is not affiliated with the franchisee or licensee. In determining whether affiliation exists, the director should generally not consider the restraints relating to standardized quality, advertising, accounting format, and other provisions imposed on the franchisee or licensee by the franchise agreement or license, provided that the franchisee or licensee has the right to profit from its efforts and bears the risk of loss commensurate with ownership. Alternatively, even though a franchisee or licensee may not be controlled by virtue of such provisions in the franchise agreement or license, affiliation could arise through other means, such as common management or excessive restrictions on the sale or transfer of the franchise interest or license.

(15) In order for a partnership to be controlled by economically disadvantaged individuals, any non-economically disadvantaged partners must not have the power, without the specific written concurrence of the economically disadvantaged partner(s), to contractually bind the partnership or subject the partnership to contract or tort liability.

(16) The economically disadvantaged individuals controlling a firm may use a professional and commercial employee leasing company. The use of such a company does not preclude the economically disadvantaged individuals from controlling their firm if they continue to maintain an employer-employee relationship with the leased employees. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the employees, as well as ultimate

responsibility for wage and tax obligations related to the employees.

(17) The director may consider, in making certification decisions, whether a firm has exhibited a pattern of conduct indicating its involvement in attempts to evade or subvert the intent or requirements of the LBE/LSBE/EBE program.

(18) The director shall evaluate the eligibility of a firm on the basis of present circumstances. The director shall not refuse to certify a firm based solely on historical information indicating a lack of ownership or control of the firm by the economically disadvantaged owners at some time in the past, if the firm currently meets the ownership and control standards of this part.

(19) LBE/LSBE/EBE firms and firms seeking LBE/LSBE/EBE certification shall cooperate fully with the director's requests. Failure or refusal to provide such information is a ground for a denial or removal of certification.

(20) An eligible LBE/ LSBE/EBE firm must be owned by individuals who are economically disadvantaged. Except as provided in this paragraph, a firm that is not owned by such individuals, but instead is owned by another firm-even an LBE/LSBE/EBE firm-cannot be an eligible LBE/ LSBE/EBE.

a. If the economically disadvantaged individuals own and control a firm through a parent or holding company, established for tax, capitalization or other purposes consistent with industry practice, and the parent or holding company in turn owns and controls an operating subsidiary, the director may certify the subsidiary if it otherwise meets all requirements of this section. In this situation, the individual owners and controllers of the parent or holding company are deemed to control the subsidiary through the parent or holding company.

b. The director may certify such a subsidiary only if there is cumulatively 51 percent ownership of the subsidiary by the economically disadvantaged individuals. The following examples illustrate how this cumulative ownership provision works:

Example 1: Economically disadvantaged individuals own 100 percent of a holding company, which has a wholly-owned subsidiary. The subsidiary may be certified, if it meets all other requirements.

Example 2: Economically disadvantaged individuals own 100 percent of the holding

company, which owns 51 percent of a subsidiary. The subsidiary may be certified, if all other requirements are met.

Example 3: Economically disadvantaged individuals own 80 percent of the holding company, which in turn owns 70 percent of a subsidiary. In this case, the cumulative ownership of the subsidiary by economically disadvantaged individuals is 56 percent (80 percent of the 70 percent). This is more than 51 percent, so the director may certify the subsidiary, if all other requirements are met.

Example 4: Same as example 2 or 3, but someone other than economically disadvantaged owners of the parent or holding company controls the subsidiary. Even though the subsidiary is owned by economically disadvantaged individuals, through the holding or parent company, the director cannot certify it because it fails to meet control requirements.

Example 5: Economically disadvantaged individuals own 60 percent of the holding company, which in turn owns 51 percent of a subsidiary. In this case, the cumulative ownership of the subsidiary by economically disadvantaged individuals is about 31 percent. This is less than 51 percent, so the director cannot certify the subsidiary.

Example 6: The holding company, in addition to the subsidiary seeking certification, owns several other companies. The combined gross receipts of the holding companies and its subsidiaries are greater than the size standard for the subsidiary seeking certification and/or the gross receipts cap. Under the rules concerning affiliation, the subsidiary fails to meet the size standard and cannot be certified.

(21) Recognition of a business as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is an independent business, owned and controlled by economically disadvantaged individuals.

(l) The director is authorized to require LBE/LSBE/EBE firms to submit yearly updates of information including, but not limited to, current licenses and federal, state and local tax returns and schedules (business and personal), and all other forms that are required to be included with or attached to the return at the time of filing. An LBE/LSBE/EBE shall remain certified as an LBE/LSBE/EBE as long

as the firm continues to meet the requirements for certification as an LBE/LSBE/EBE and the firm files timely yearly updates.

(m) Once certified, an LBE/LSBE/EBE must notify the department in writing within 30 calendar days of any change(s) in circumstances affecting the firm's ability to meet ownership, control, or size requirements or any material change(s) in the information provided in the certification application process. The statement must include supporting documentation describing in detail the nature of such changes. Change(s) in management responsibility among members of a limited liability company are also covered by this requirement. If the LBE/LSBE/EBE fails to make timely notification of such change(s), it will be deemed to have failed to cooperate and certification may be revoked.

(o) The director shall safeguard information that reasonably may be regarded as confidential business information from disclosure to unauthorized persons consistent with federal, state and local law.

(p) Appeals of denials or revocations of certification.

(1) If the city denies a request for LBE/ LSBE/EBE certification from a firm which is not currently certified by the city, then the firm shall be ineligible to reapply for LBE/ LSBE /EBE certification for six months from the later of the date of the denial of certification or the final date of any decision on an appeal.

(2) In circumstances where a firm has failed to submit required documentation, failed to demonstrate real and substantial presence, or exceeded business size standards, there will be no administrative re-consideration of a denial or revocation of LBE/LSBE/EBE certification.

(3) Upon the denial or revocation of certification as an LBE/LSBE/EBE or joint venture by the department, the director shall notify the affected party in writing setting forth the reason(s) for the revocation of certification. Except as provided in (2) of this subsection, any firm who has had certification as an LBE/ LSBE/EBE or joint venture revoked or denied by the department may appeal the decision by filing a written notice of appeal as designated by the director within 10 business days of receipt of the notice of the revocation of certification. The procedures applicable to any appeal shall be as follows:

a. The written notice of appeal must state the reason(s) for the appeal and include all supporting documentation to be considered for the appeal. The information or documentation submitted is limited to the issue(s) raised in the written notice of appeal. Additional documentation or information may be considered for the appeal depending on the reasons for which the documentation was not submitted during the application process. The written notice must specify whether the firm wishes to appear

personally for a hearing and if they intend to be accompanied by counsel.

b. Within ten business days of receipt of the notice of appeal from the aggrieved party, the director shall forward the notice to the appeals board.

c. Within ten business days from the date of receipt of the notice from the director, the appeals board shall set a hearing date. The chairperson of the appeals board shall notify all parties in writing. Such notice shall set forth with particularity the charges filed by the aggrieved business and shall include the hearing date, time, and place.

d. At the hearing, all parties shall be provided a fair and impartial hearing and shall be allowed to make a presentation concerning the determination of noncompliance with the requirements of this article or the revocation of certification as an LBE/LSBE/EBE or joint venture. Legal counsel may accompany the firm during the hearing, speak on behalf of the firm, respond to questions, and otherwise make a presentation. Each owner will be provided time by the appeals board to state their case and address the board. Reasonable accommodations will be made for those with disabilities and/or limited language proficiency. For the appeal, the burden of proof rests on the LBE/LSBE/EBE or joint venture to show that the denial or revocation of certification was improper.

e. The appeals board shall, within 10 business days of the hearing or within 10 days of the deadline set by the appeals board for the submission of any additional documentation, if applicable, make a written decision on the appeal, which decision shall affirm, alter, or reverse the denial or revocation of certification by the department. Written notice of the decision shall be sent to all parties setting forth the reasons for the decision.

f. If the hearing officer finds for the aggrieved party, as appropriate, the business shall be reinstated as an LBE/LSBE/EBE or joint venture and added to the certification database maintained by the department. The decision of the hearing officer shall be binding on all parties, subject to the right of appeal as provided by law.

g. The firm that receives a decision from the hearing officer upholding the denial or revocation of certification is ineligible to reapply for LBE/LSBE/EBE certification for one year from the later of the date of the denial or revocation of certification, or the final date of any court decision.

(q) The city manager is authorized to revoke LBE/LSBE/EBE certification for cause. The certification of a person who has been debarred by the city in a debarment proceeding shall be automatically terminated or modified in a manner provided by the debarment ordinance. No individual, corporation, partnership, limited liability company or any other business entity whatsoever shall be certified as an LBE/LSBE/EBE if the economically disadvantaged individuals whose ownership

interest would serve as the basis for obtaining certification, or who would control the entity seeking certification, presently owns or previously owned a majority interest in or controlled an LBE/LSBE/EBE whose certification has been revoked for cause within the five year period immediately preceding the submittal of the certification application. No individual, corporation, partnership, limited liability company or any other business entity whatsoever shall be certified as an LBE/LSBE/EBE if the economically disadvantaged individuals whose ownership interest would serve as the basis for obtaining certification, or who would control the entity seeking certification, presently owns or previously owned a majority interest in or controlled an LBE/LSBE/EBE whose certification has been suspended for cause, provided however that this restriction shall last no longer than the term of the suspension.

(r) LBE/LSBE program graduation.

(1) If an LBE/LSBE has been certified by the city in more than one North American Industry Classification System (NAICS) code or has an affiliate which has been certified by the city in a NAICS code other than that of the LBE/LSBE, then the annual receipt level used as the graduation criterion for such LBE/LSBE shall apply separately to each NAICS code for which the LSBE/LSBE and its affiliate have been certified subject to the business size standards in this division. Such an LBE/LSBE and any affiliate that has exceeded the graduation criteria in one NAICS code shall be deemed to be graduated from the LBE/LSBE contracting program as to that major groupand may continue to be certified in another NAICS code having a higher monetary graduation level but shall no longer be considered eligible to be or remain certified in the NAICS code with the lower size standard. An LBE/LSBE that has exceeded the graduation criteria for the largest NAICS code applicable to its activities shall be deemed to be graduated from the LBE/LSBE program for all purposes.

(2) The department shall send a graduation determination in writing which shall serve to notify the LBE/LSBE that it has graduated from the LBE/LSBE program. The notice of the graduation determination letter shall trigger a three-year graduation period. During the graduation period, an LBE/LSBE may bid and perform work to the same extent it was able to do so before graduation, and its utilization may be applied towards satisfaction of contract goals, if any, to the extent it is performing a commercially useful function corresponding to a NAICS code in which it was certified prior to graduation.

(3) The graduation period shall expire three years from the date of notice of the graduation determination. Any work bid by the graduated LBE/LSBE after expiration of the graduation period shall not be applied towards satisfaction of contract goals, if any. Any work performed by the graduated LBE/LSBE after expiration of the graduation period shall not be applied towards satisfaction of contract goals, if any, unless the work was commenced or is scheduled to commence pursuant to solicitation made prior to the expiration of the graduation period.

(4) During the graduation period, the LBE/LSBE shall comply with the requirements of this article to the same extent it was required to comply prior to graduation. A failure to do so may result in the reduction or elimination of the graduation period.

**Sec. 3-462. - Reserved.**

**Sec. 3-463. - Duties and authority of director.**

(a) The director is hereby authorized to establish rules and regulations to implement this division, such rules and regulations shall be submitted to the city council for its approval and shall be in writing and published.

(b) Notwithstanding any other section to the contrary, the director is hereby authorized to establish rules and regulations to implement the city's LBE/LSBE program requirements into contracts that utilize alternative construction delivery methods pursuant to chapter 3, Code of Ordinances, or other alternative procurement or contracting methods if the contract would be subject to LBE/LSBE goals under this division.

(c) The director shall, in addition to any other duties specified herein:

(1) Administer and enforce this article to ensure that LBE/LSBE/EBEs have equal opportunity to participate in city contracts and subcontracts and work with all city department directors and agency heads to implement the city's LBE/LSBE program.

(2) Coordinate the establishment of LBE/LSBE/EBE methodologies with all city departments and incentive agencies including establishment of goals as may be appropriate to remedy underutilization of LBE/LSBE/EBEs.

(3) Update the LBE/LSBE/EBE/DBE/SBE Kansas City MO Online Directory available to all bidders, proposers, the general public, city departments, and incentive agencies no less frequently than every three months.

(4) Assist city departments, incentive agencies, bidders, proposers, contractors, and developers in finding qualified LBE/LSBE/EBEs to participate on contracts.

(5) Identify appropriate participation opportunities for qualified LBE/LSBE/EBEs in contracts.

(6) Publish an annual report for the city's fiscal year which states for each city department and agency:

a. The number of contracts awarded and the total contract dollars awarded pursuant to such contracts; and

b. The number of prime contracts awarded to LBE/LSBE/EBEs and the total dollars awarded and paid pursuant to such contracts; and

c. The number of subcontracts awarded to LBE/LSBE/EBEs as and the total contract dollars awarded and paid pursuant to such contracts; and

d. A summary of total waiver requests submitted that are granted or denied and the reasons for the grant or denial; and

e. The number of LBE/LSBE/EBE firms certifiedby the department..

(7) Provide a compliance report to the city manager within 30 days after the end of each quarter which shall include:

a. The total number of contracts awarded and the total contract dollar amount awarded pursuant to such contracts; and

b. The number of contracts awarded to qualified LBE/LSBE/EBEs and the total contract dollar amount awarded and paid pursuant to such contracts; and

c. An evaluation of the city's progress toward meeting LBE/LSBE/EBE utilization plans and any actions they intend to take to address any shortfall in meeting the goals established in such plans; and

d. Any other information as may be required by the city manager.

(8) Provide monthly compliance reports to the applicable incentive agency for contracts entered into in connection with sections 3-425(b) and 3-425(c) updating the incentive agency as to the project developer's compliance with the LBE/LSBE goals and work with the applicable incentive agency to assist developers who are not compliant. Failure of the director to furnish these reports does not absolve incentive agency or developer from complying with the processes outlined by agreement with the incentive agency.

(9) Provide the city council a report outlining the effects of any revisions to this division within 18 months of their effective date. The purpose of this report is to ensure that such revisions promote increased opportunities for small business enterprise participation on contracts.

(10) Develop and maintain relationships with organizations representing contractors, including small business organizations, and solicit their support for the city's program.

(11) Furnish staff assistance to the board established in this division. This shall include but not be limited to providing to the board within 30 days following the end of each quarter interim reports containing the information described in subsection (6) and such other reports and information as the board, from time to time, may request.

(12) Implement any federal or state economically (?) disadvantaged business enterprise program required by law or federal or state contract.

**Sec. 3-464. - Reserved.**

**Sec. 3-465. - Penalties for noncompliance; no retaliation.**

(a) Whenever a bidder, proposer or contractor has submitted a bid that is not in material compliance with the requirements of this Division, the contracting department or agency shall reject the bid or proposal unless the goals are waived pursuant to section 3-437.

(b) The director is authorized to recommend suspension, revocation, sanction, or debarment of any contract or contractor, as appropriate, for providing false or misleading information to the department, purposefully omitting or refusing to provide information requested by the department, or otherwise violating any provision of this division.

(c) The director is authorized to suspend or revoke the certification of an LBE/LSBE/EBE or joint venture, as appropriate, for providing false or misleading information to the department, purposefully omitting or refusing to provide information requested by the department, or otherwise violating any provision of this division, without having to make a recommendation to any other person or department.

(d) Sanctions shall be imposed in conformity with any applicable federal, state, or local laws. In determining whether to suspend or revoke the certification of an LBE/LSBE/EBE or joint venture, the director shall consider the following factors:

(1) Whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the LBE/LSBE/EBE or joint venture; and

(2) The number of specific incidents of failure by the LBE/LSBE/EBE or joint venture to comply; and

(3) Whether the LBE/LSBE/EBE or joint venture has been previously suspended; and

(4) Whether the LBE/LSBE/EBE or joint venture has failed or refused to provide the director with any information requested by the director or required to be submitted to the director pursuant to law or these procedures; and

(5) Whether the LBE/LSBE/EBE or joint venture has materially misrepresented any applicable facts in any filing or communication to the director; and

(6) Whether any subsequent restructuring of the subject business or other action has been undertaken to cure the deficiencies in meeting applicable requirements.

(e) Suspensions may be for any length of time not to exceed two years. Suspensions in excess of one year and revocations of certification shall be reserved for cases involving intentional or fraudulent misrepresentation or concealment of material facts, multiple acts in contravention of applicable requirements, cases where the LBE/LSBE/EBE or joint venture has been previously suspended, or other similarly egregious conduct.

(f) The making of any false or misleading statements shall be grounds for application of any applicable criminal and/or civil penalties in addition to the grounds for sanction.

(g) No person shall intimidate, threaten, coerce, or discriminate against any individual or business for the purpose of interfering with the implementation or enforcement of any provision of this article because such individual or business filed a complaint or cooperated in the investigation of a complaint.

**Sec. 3-466. - Reserved.**

**Sec. 3-467. - Mediation of disputes.**

(a) Any claim or dispute between a contractor, subcontractor, or supplier that remains unresolved after 30 calendar days shall be subject to mandatory mediation conducted in accordance with the rules of the Uniform Mediation Act. The mediation shall be conducted by an impartial mediator appointed by the department, who shall render his or her services with full regard for each party's interests. If the subject matters of the dispute or the parties to the dispute are such that the assigned mediator would have a conflict of interest or personal interest in the outcome of the mediation, he or she shall immediately be recused and another mediator shall be appointed.

(b) The procedures for the mediation shall be established by the appointed mediator in conjunction with the parties, who shall attempt to resolve their dispute in good faith.

(c) Except to the extent disclosure is otherwise required by law, the mediation and the terms of any settlement reached by the parties shall remain confidential.

(d) The mediation provided for by this section shall be a condition precedent to the initiation or pursuit of any other lawful means of resolving the dispute, including arbitration and other legal proceedings.

(e) If a third-party mediation service is requested by either party, the requesting party shall be responsible for the expense of the mediator’s fee. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(f) Every contractor entering into a contract as defined by section 3-421(a)(13) shall incorporate the provisions of this section into each related agreement with a subcontractor or supplier, but the failure to do so shall not alleviate the obligation of the parties to utilize the mediation provided for herein as a condition precedent to the initiation or pursuit of any other lawful means of resolving the dispute, including arbitration and other legal proceedings. The requirements of this section shall be deemed incorporated into each related agreement by operation of law and shall supplant any term or provision, written or oral, to the contrary.

(g) Notwithstanding the foregoing, for incentive projects any arbitration or mediation between the prime contractor or developer and the LBE/LSBE/EBE firm shall be in accordance with the arbitration or mediation provisions, as applicable, contained in the contract between the prime contractor or developer and the LBE/LSBE/EBE firm. The provision shall not serve to inhibit the director's ability to assist the prime contractor or developer and the LBE/LSBE/EBE firm in reaching a compromise in matters of dispute.

**Sec. 3-468. - Reserved.**

**Sec. 3-469. - Severability.**

The provisions of this division are severable. If any provision or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remaining provisions, including the application of such provisions to other persons or circumstances, shall continue in full force and effect.

**Sec. 3-605. - Applicability of EBE program to eligible contract solicitations**.

(a) Prior to issuing any invitation for bid or request for proposal for any eligible contract, the department director or agency head shall confer with the director for purposes of determining whether the eligible contract is one whose solicitation shall be limited to EBEs or, otherwise required, as provided in section 3-607.

(b) The director shall give consideration to the input of the department director or agency head and shall make the final determination as to which EBE incentive, if any, shall be applicable to the particular solicitation. Any invitation for bid or request for proposal shall be solicited in compliance with the city's Code of Ordinances or the procurement policies and procedures of the relevant agency and shall clearly and conspicuously be delineated with the applicable provision, which shall read substantially as follows:
[Applicable to Construction Contracts, Construction Supply Contracts and Professional Services or Supplies Contracts]
This Invitation for Bid/Request for Proposal is limited to those entities that are certified by the City of Kansas City, Missouri as an Emerging Business Enterprise (EBE) by the date on which the bid/proposal/qualification is due. Any bid/proposal/qualification received from any entity not certified as an EBE on the due date shall be rejected and will not be considered.

(c) No person shall be entitled to participate in any solicitation as an EBE or receive the benefit of any incentive reserved for an EBE unless the person has received EBE certification by the date on which the bid or proposal is due.

(d) In the event any person that is not certified as an EBE submits a bid or proposal in response to a solicitation that has been limited to EBEs and did not receive its

certification within the time periods provided for herein, the bid or proposal shall be summarily rejected as non-responsive.

**Sec. 3-607. - EBE incentives.**

(a) The director is authorized to encourage the utilization of EBEs on any eligible contract except as otherwise limited in section 3-609 through the utilization of the following EBE incentives:

(1) Limiting solicitation to EBEs. The director is authorized to limit an invitation for bid or request for proposal to EBEs, and shall consider the following factors in making a determination:

a. The estimated or potential dollar amount of the contract; and

b. The scopes of work to be performed; and

c. The availability of EBEs certified in the primary scope of work to be performed; and

d. The city's utilization of EBEs to date.

(2) Bid incentives. The director is authorized to allow a bid incentive to EBEs not to exceed five percent on contracts based on price, and shall consider the following factors in making a determination as to whether to allow the incentive and establishing the amount thereof:

a. The estimated or potential dollar amount of the contract; and

b. The primary scope of work to be performed; and

c. The city's utilization of EBEs to date; and

d. The amount of the bid incentive awarded on past contracts of a similar nature; and

e. The amount of the bid incentive reasonably anticipated as being needed for purposes of enabling EBEs to effectively compete for the contract; and

f. The ability of the city department or agency to fund any increased cost that may reasonably be expected to arise as a result of the application of a bid incentive.

Any bid eligible for the bid incentive shall be adjusted for evaluation purposes by reducing the bid by the percentage of the incentive. This adjustment shall be used solely for the purpose of establishing the apparent low bidder. The actual value of the contract, if awarded to the EBE shall be the amount of the actual bid submitted by the EBE.

(3) Required solicitation. Where the director determines that the contract is not suitable for solicitation limited to EBEs, the department or agency must include any available EBEs in the solicitation.

(b) Any contract awarded to an EBE pursuant to the EBE program shall contain provisions providing for the following, notwithstanding the application of any other EBE incentive as provided in subsection (a) of this section:

(1) Pre-payment of up to ten (10) percent of the contract amount to be tendered upon city's issuance of notice to proceed; and

(2) The elimination of any retainage requirement, if applicable; and
(3) Payment every two weeks provided the EBE has requested payment in the manner required by its contract with the city and is otherwise entitled to receive payment thereunder.

(c) Exemptions. Any exemptions to the EBE incentives or requirements may be granted for certain circumstances, including, but not limited to the following:
(1) Contracts whose primary scope has no current availability of certified EBEs; or
(2) Contracts where solicitation has been waived; or
(3) Specialized contracts or cooperative agreements; or
(4) As determined by the director.

**Sec. 3-609. - Limitations on use of EBE incentives.**

(a) Notwithstanding anything contained within this division:
(1) No bid incentive shall be awarded to any EBE submitting a bid in response to any invitation for bids that has been expressly limited to EBEs.
(2) No solicitation shall be limited to EBEs unless the same has been clearly and conspicuously noted in the invitation for bid or request for proposal and no bid incentive shall be allowed for any EBE unless the same has been clearly and conspicuously noted in the invitation for bid.
(3) No solicitation shall be limited to EBEs unless there is a minimum of three eligible EBEs capable of performing the work and certified in the primary scope of work to be performed.
(4) No bid incentive shall be allowed on any construction contract or construction supply contract.
(5) No bid incentives shall be allowed on any other eligible contract unless there are fewer than three eligible EBEs capable of performing the work and certified in the primary scope of work to be performed.
(6) No contract shall be awarded to an EBE who, taking into consideration the applicability of any bid incentive, is not the lowest and best bidder or is not the best proposer.
(7) No contract shall be awarded to an EBE responding to any invitation for bid or request for proposal that has been limited to EBEs if it is in the city's or agency's best interest to reject all bids or proposals. In the event the city or agency elects to re-solicit the goods or services, the applicability of any provision of the EBE program to the re-solicitation shall be determined anew.
(8) No solicitation or contract shall be subject to any provision of the EBE program if doing so would cause the city or agency to violate the requirements of any grant or otherwise violate any provision of state or federal law.

**Sec. 3-611. - Emerging business enterprise development program.**

(a) The director shall establish a small local business enterprise development program designed to assist EBEs in identifying those organizations that have identified themselves as being able and willing to provide financial and other assistance to EBEs including, but not limited to, bonding; financing; technical and managerial training and assistance; and referral, networking, and outreach activities. The director may provide small business development services through the department but shall not provide financial assistance to any EBE or take any action that would purport to obligate the city to guarantee or repay any debt incurred by any EBE.

(b) The emerging business enterprise development program shall include, but shall not be limited to, facilitation of the following services:
(1) Surety bond pre-qualification program through a third-party source; and
(2) Working capital loans through a third-party source; and
(3) On-site construction management services; and
(4) Technical and managerial training and assistance; and
(5) Referral, networking, and outreach activities.

**EBE- WSDEPS Certification- previously SLBE-WSDEPS**

This expansion of the SLBE program was approved as an AR (130371).
The program includes Water Services Design, Engineering & Professional Services contracts. The original requirements mirrored the requirements for SLBE certification with the following differences:

1. The firm must be certified to provide professional services including engineering, architectural, landscape architectural services.
2. Contract values under $759,000. Recommend increasing this to $750,000.
3. Average Annual Gross Receipts under $7 M. Increase? Increase suggested to $9M to not create a discrepancy with SBA size standards for 541320 (Landscape Architectural Services)
4. WSD and CREO worked together to select contracts for the program.

If contract exceeds $750,000, the Dept. is required to submit for goals.

..end

_____

Approved as to form:

_____
Julian Langenkamp
Associate City Attorney

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260692
Submitted Department/Preparer: CREO
Revised 01/30/25

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

## Executive Summary

An ordinance enacting the small business program. The ordinance modernizes the City's Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Emerging Business Enterprise (EBE) programs by refining eligibility standards, establishing contract thresholds for participation, and clarifying the criteria for a "commercially useful function." Under the proposal, certified firms must demonstrate meaningful involvement in the work they are credited with performing, including managing operations, procuring materials, and assuming responsibility for project execution. The legislation also expands compliance requirements through contractor plans, letters of intent, payment verification measures, to achieve participation goals.

## Discussion

This ordinance establishes and updates the City's Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Emerging Business Enterprise (EBE) programs to increase opportunities for small and economically disadvantaged businesses to participate in City contracts and incentive-supported projects. It provides detailed definitions, eligibility and certification requirements, business size standards, commercially useful function criteria, and participation requirements for contractors, developers, and incentive agencies. The ordinance also outlines how LBE/LSBE/EBE goals will be applied, monitored, and enforced for City contracts, professional services, construction projects, and certain economic development projects receiving public assistance. The ordinance further requires City departments and incentive agencies to promote and track participation by certified small businesses, establish annual utilization plans, set contract-specific participation goals when appropriate, and require contractors to submit utilization plans demonstrating how they will meet those goals. In addition, it creates a framework for encouraging the growth of local and emerging businesses through certification, contracting opportunities, mentoring, and bid incentives, while ensuring compliance through reporting, review, and oversight by the Civil Rights and Equal Opportunity Department (CREO).

## Fiscal Impact

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

2. What is the funding source?
   1000-542115

3. How does the legislation affect the current fiscal year?
   Remains neutral to previous funding.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   Recurring costs.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   Not Applicable

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

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

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

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

**Additional Discussion (if needed)**
No account string included to be verified.

## Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

2. Which CWBP goal is most impacted by this legislation?
   Inclusive Growth and Development

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

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

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

## Prior Legislation

Ordinance 180535

## Service Level Impacts

The ordinance will allow the City to place Small Business Enterprise Participation Goals on construction and non-construction contracts.

## Staff Recommendation

Sponsor(s) Mayor Quinton Lucas, Councilmembers Andrea Bough, Kevin O'Neill, Johnathan Duncan, Melissa Robinson, Melissa Patterson Hazley Darrell Curls, Lindsay French and Eric Bunch

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

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

Civil Rights and Equal Opportunity Department (CREO) is in support of adoption.

## Other Impacts

1. What will be the potential health impacts to any affected groups?
   Not Applicable

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

3. How does this legislation contribute to a sustainable Kansas City?
   Allows access to small businesses.

4. Does this legislation create or preserve new housing units?
   Not Applicable.

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

   Not Applicable
6.
7. Does this legislation seek to approve a contract resulting from an Invitation for Bid? No

8. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?
   No.

**File #:** 260663

ORDINANCE NO. 260663

Sponsor: Mayor Quinton Lucas

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

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

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

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

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

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

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

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

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

..end

_____

Approved as to form:

_____
Nelson V. Munoz
Deputy City Attorney

# City of Kansas City, Missouri

## Docket Memo

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

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

## Executive Summary

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

## Discussion

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

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

## Fiscal Impact

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

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

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

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

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

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

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

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

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

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

## Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

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

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

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

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

## Prior Legislation

n/a

## Service Level Impacts

unknown

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

**File #:** 260664

ORDINANCE NO. 260664

Sponsor: Mayor Quinton Lucas

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

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

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

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

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

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

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

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

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

..end

_____

Approved as to form:

_____
Nelson V. Munoz
Deputy City Attorney

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

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

PEDCOR COMPANIES



#966186

# Overview / Request

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

# About Pedcor

21
STATES

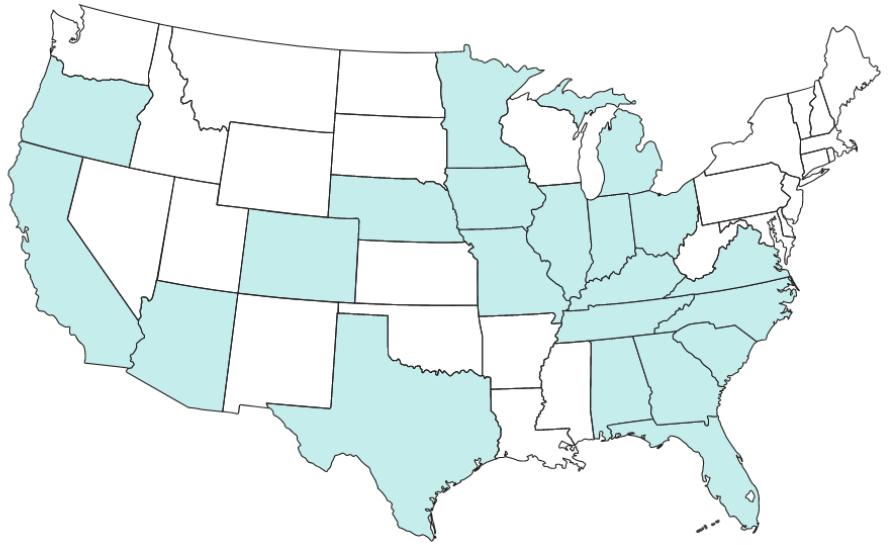
34
YEARS

186
COMMUNITIES

33,131
APARTMENT UNITS

## Changing lives in new communities each year.

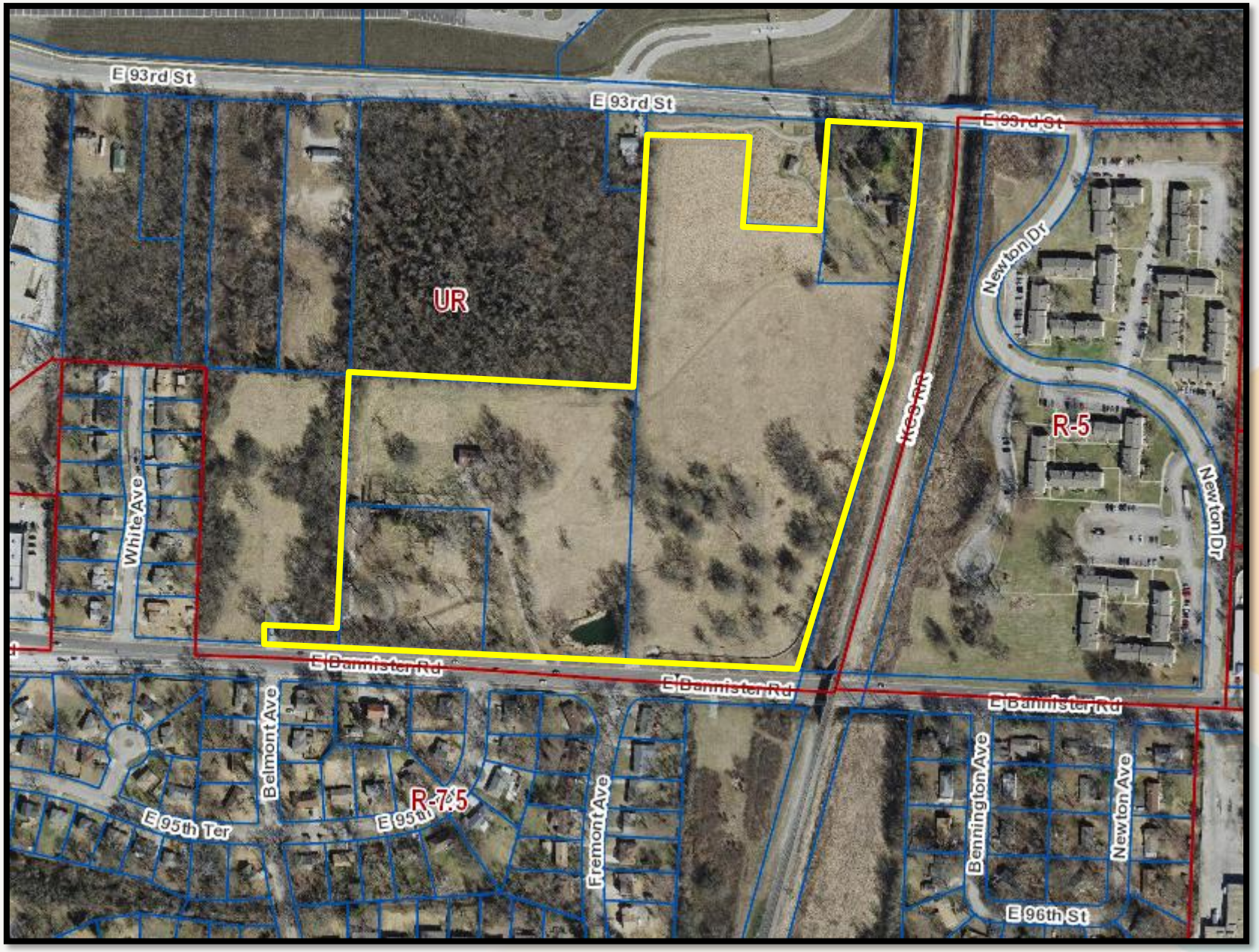
Our developments have been improving quality of life for our residents for more than three decades across the nation.



# We will be there every step of the way

PEDCOR COMPANIES

# KCMO City Parcel Viewer Map and Zoning



# Photos – Bannister Road

Looking north at property

# Photos – Bannister Road

Looking east on Bannister Road

Looking west on Bannister Road

# Photos - E. 93rd Street

Looking south
Property south of Schumacher Park

# Photos - E. 93rd Street

Looking west E. 93rd Street; Property on left

# Public Engagement

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

# Development Details

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

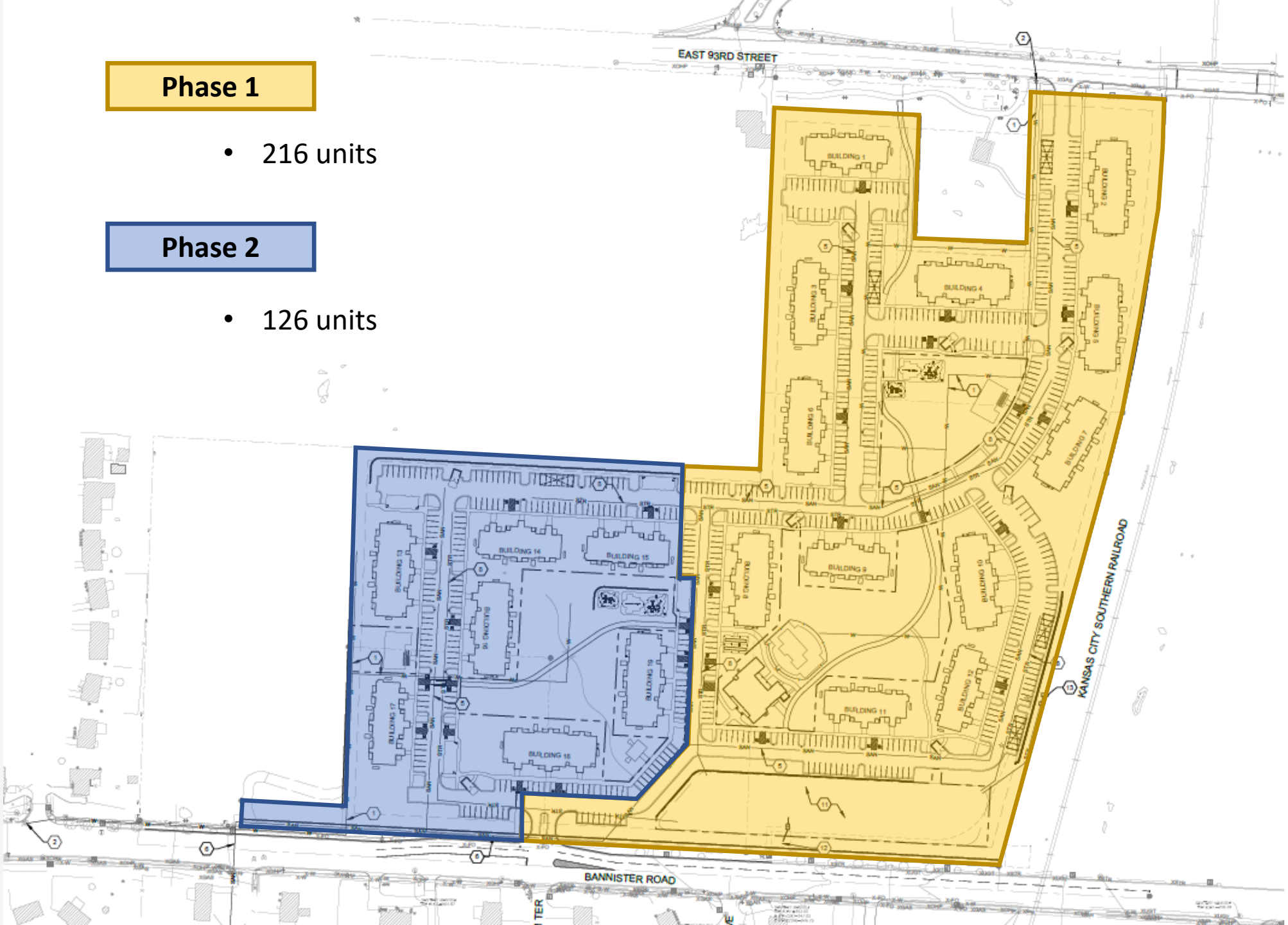
PEDCOR COMPANIES

**Phase 1**

- 216 units

**Phase 2**

- 126 units

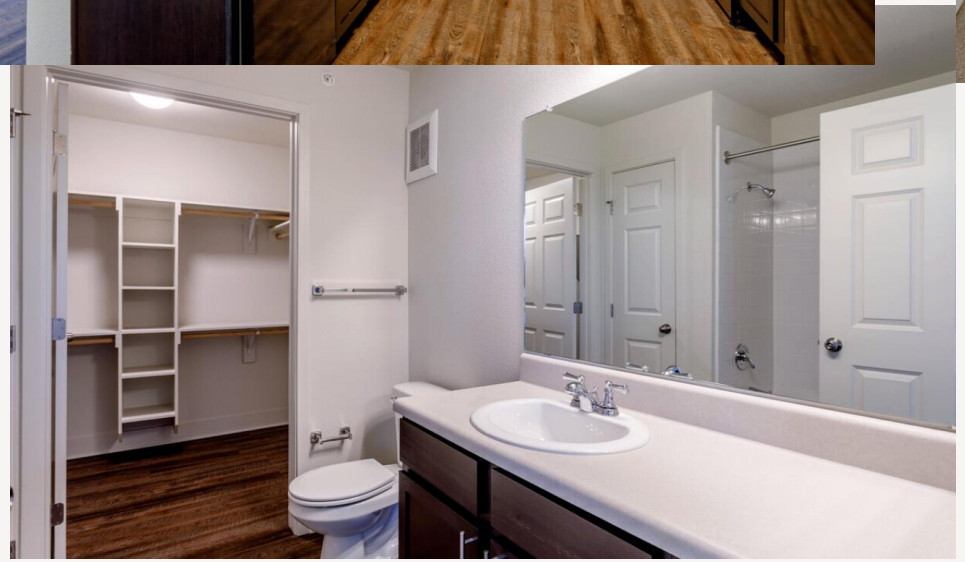



PEDCOR COMPANIES

# Trails at Bannister Apartment Homes

PEDCOR COMPANIES

# Unit Features



# Clubhouse Amenities

PEDCOR COMPANIES

# Elevations

PEDCOR COMPANIES

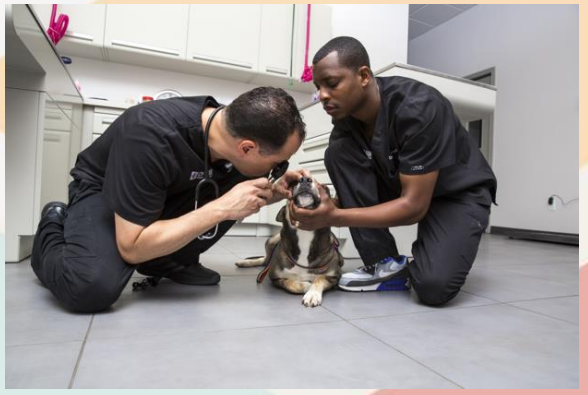
# A Perfect Fit

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

PEDCOR COMPANIES

# Who's Moving In?

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



# Who's Moving In?

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

# Request

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

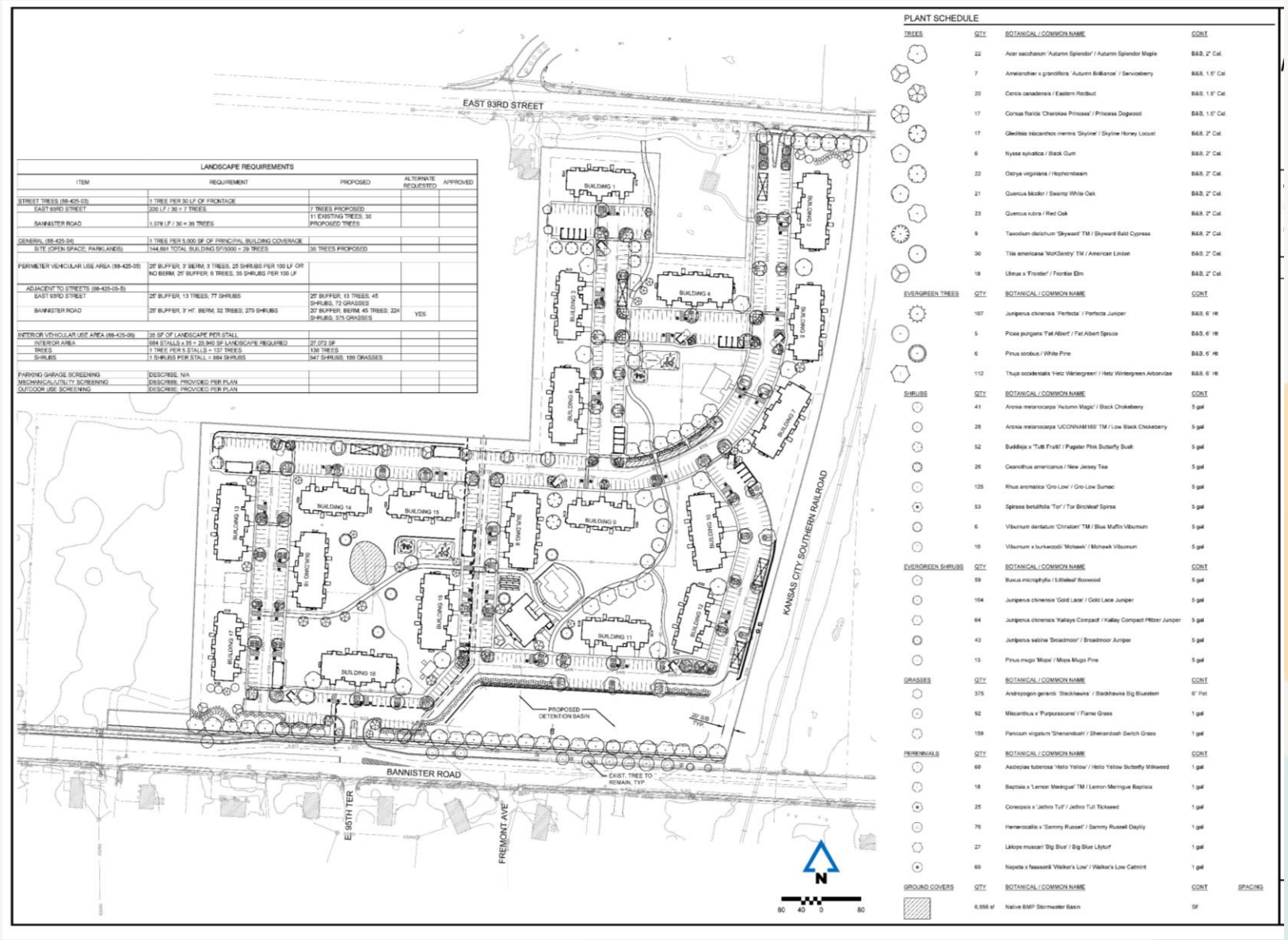
# Trails at Bannister Apartment Homes

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

PEDCOR COMPANIES

# 6601 E 93rd Street

# UR Development Plan – Site Plan




LANDSCAPE REQUIREMENTS

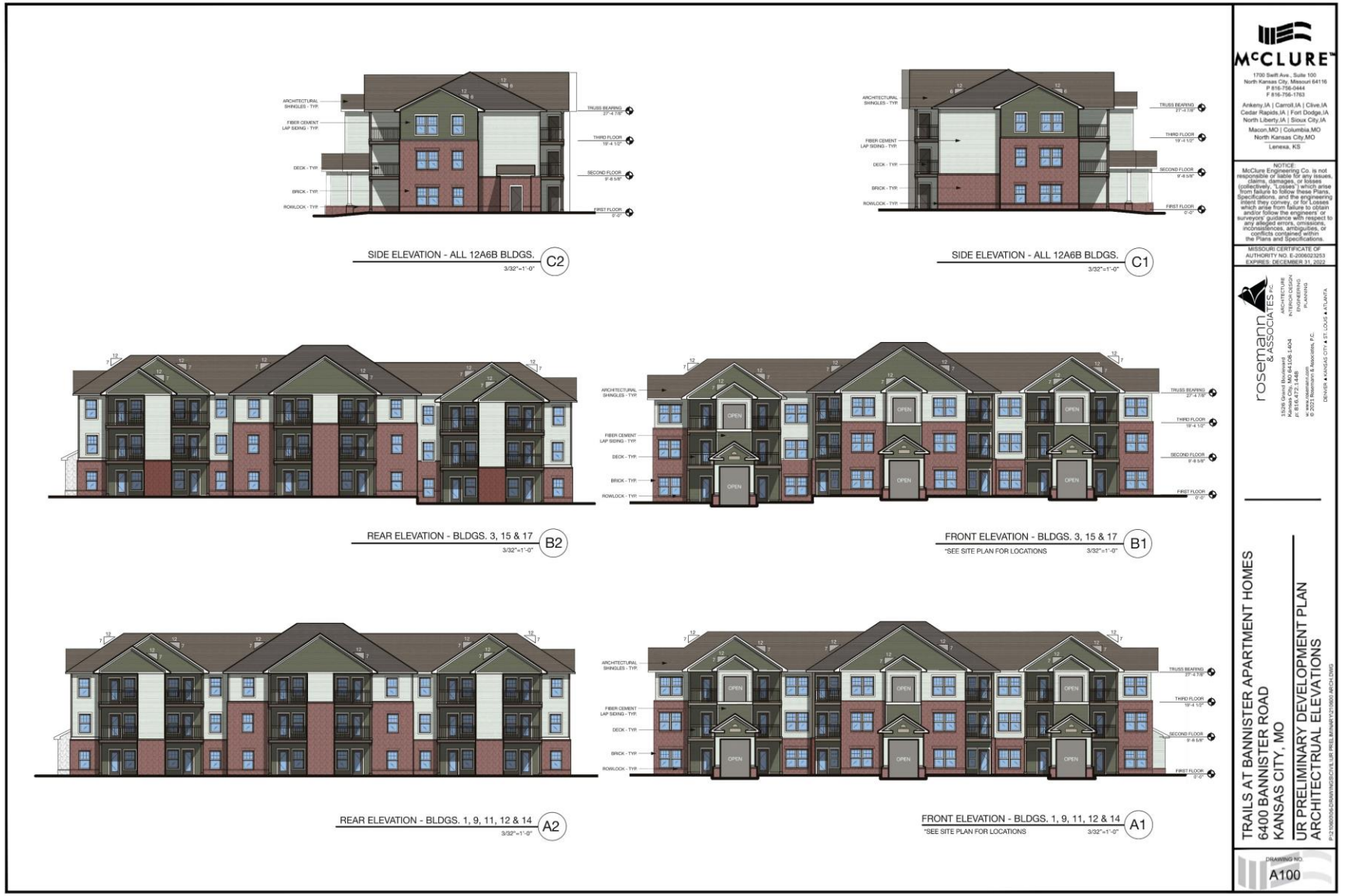
| ITEM | REQUIREMENT | PROPOSED | ALTERNATE REQUESTED | APPROVED |
|---|---|---|---|---|
| STREET TREES (88-425-03) | 1 TREE PER 30 LF OF FRONTAGE | | | |
| EAST 93RD STREET | 220 LF / 30 = 7 TREES | 7 TREES PROPOSED | | |
| BANNISTER ROAD | 1,078 LF / 30 = 36 TREES | 11 EXISTING TREES, 30 PROPOSED TREES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

PLANT SCHEDULE

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

PEDCOR COMPANIES

# UR Development Plan – Elevations



# UR Development Plan – Elevations

# UR Development Plan – Elevations

# Rent Structure

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

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

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

PEDCOR COMPANIES

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

## LEGAL DESCRIPTION

TRACT 1: INTENTIONALLY OMITTED

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

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

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

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

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

## FLOODPLAIN:

THIS SITE DOES NOT LIE WITHIN A FEMA REGULATED FLOODPLAIN

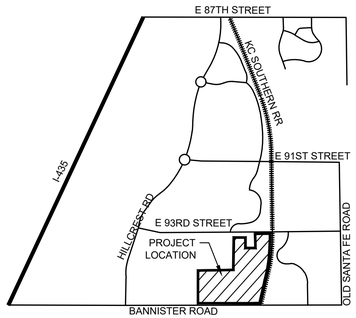
## PROJECT BENCHMARK

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

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

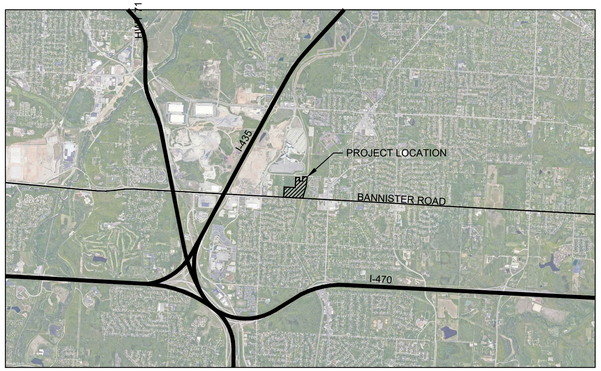
## UTILITY NOTE:

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




VICINITY MAP
*NOT TO SCALE*

KANSAS CITY, JACKSON COUNTY, MISSOURI




LOCATION MAP
*NOT TO SCALE*

KANSAS CITY, JACKSON COUNTY, MISSOURI

Sheet List Table

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

## UTILITY CONTACTS

Public Works Department Street and Traffic Division
Attn: Jeffrey Bryan
5310 Municipal Ave
Kansas City, MO 64120
Ph: 816-513-9865
(FAX): 816-513-9876
jeffrey.bryan@kcmo.org

Parks and Recreation Department
Attn: Daniel Weber
4600 E. 63rd Street
Kansas City, MO 64130
Ph: 816-513-7521
(FAX): 816-513-7602
daniel.weber@kcmo.org (For Boulevards and Parkways only)

Water Services Department
Travis W. Kiefer, P.E.
Permitting & Development Division
KC Water, City Hall, 5th Floor (east)
414 E. 12th Street
Kansas City, MO 64106
Ph: 816-513-2139
travis.kiefer@kcmo.org

Spire Energy
Attn: Johnny Strauss
7500 E. 35th Terrace
Kansas City, MO 64129
Ph: 816-360-5037
(FAX): 816-921-9110
Johnny.Strauss@spireenergy.com

Vicinity Energy – North America
Attn: Richard Behrens
115 Grand Boulevard
Kansas City, MO 64106
Ph: 816-889-4909 / 4924
(FAX): 267-515-5900
richard.behrens@vicinityenergy.us

Public Works-Streetlight Services
Attn: Mahmoud Hadjian or Sara Hurst
5310 Municipal Ave.
Kansas City, MO 64120
Ph: 816-513-9852
(FAX): 816-513-9876
Mahmoud.Hadjian@kcmo.org
Sara.Hurst@kcmo.org

Evergy
Brent Gerling, 8325 N. Platte Purchase Dr.
Kansas City, MO 64118 Ph: 816-652-1654
Brent.Gerling@evergy.com

LUMEN (formerly Centurylink)
1025 Eldorado Blvd.
Broomfield, CO 80021
relocations@centurylink.com

Charter/Spectrum
Attn: Steve Baxter
8221 W. 119th Street
Overland Park, KS 66213
Ph: 913-643-1901
steven.baxter@charter.com

AT&T
Attn: Angie Brammer
2121 E. 63rd Street, Bldg C
Room C1NE6
Kansas City, MO 64130
Ph: 816-772-0197
ac6226@att.com

T-Mobile
Jason Cantrell
800 NW Technology Drive
MS: MOLESB0101-MOCK001
Lee's Summit, MO 64086
Ph: 913-488-8489
jason.cantrell@t-mobile.com

| DEVELOPER: | |
|---|---|
| PEDCOR INVESTMENTS, LLC | |
| CONTACT NAME: | COLIN PATTERSON |
| ADDRESS: | ONE PEDCORE SQUARE<br>770 3RD AVENUE, SW<br>CARMEL, INDIANA 46032 |
| PHONE: | 317.989.6564 |
| EMAIL: | COPATTERSON@PEDCOR.NET |

| CIVIL ENGINEER: | |
|---|---|
| MCCLURE | |
| CONTACT NAME: | PAUL OSBORNE |
| ADDRESS: | 1700 SWIFT STREET, SUITE 100<br>NORTH KANSAS CITY, MO 64116 |
| PHONE: | 816.756.0444 |
| EMAIL: | POSBORNE@MCCLUREVISION.COM |

| SURVEYOR: | |
|---|---|
| MCCLURE | |
| CONTACT NAME: | STEVE WHITAKER |
| ADDRESS: | 1700 SWIFT STREET, SUITE 100<br>NORTH KANSAS CITY, MO 64116 |
| PHONE: | 816.756.0444 |
| EMAIL: | SWHITAKER@MCCLUREVISION.COM |

| LANDSCAPE ARCHITECT: | |
|---|---|
| MCCLURE | |
| CONTACT NAME: | JIM SCHUESSLER |
| ADDRESS: | 1700 SWIFT STREET, SUITE 100<br>NORTH KANSAS CITY, MO 64116 |
| PHONE: | 816.756.0444 |
| EMAIL: | JSCHUESSLER@MCCLUREVISION.COM |

| ARCHITECT: | |
|---|---|
| ROSEMANN AND ASSOCIATES | |
| CONTACT NAME: | MICHAEL GAILLARD |
| ADDRESS: | 168 N. MERAMEC, AVE., SUITE 200<br>ST. LOUIS, MO 63105 |
| PHONE: | 816.728.2453 |
| EMAIL: | MGAILLARD@ROSEMANN.COM |


McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS



NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.


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

REVISIONS

PROJECT INFO
210660-000

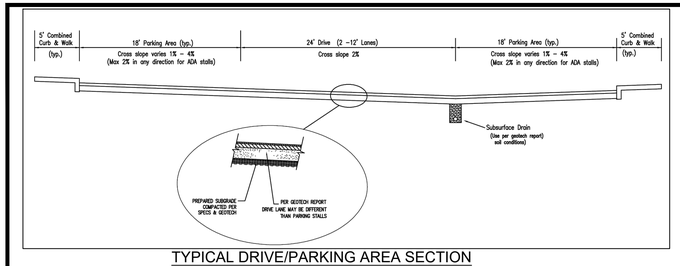
| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

UR PRELIMINARY DEVELOPMENT PLAN
COVER SHEET

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

DRAWING NO.
C001

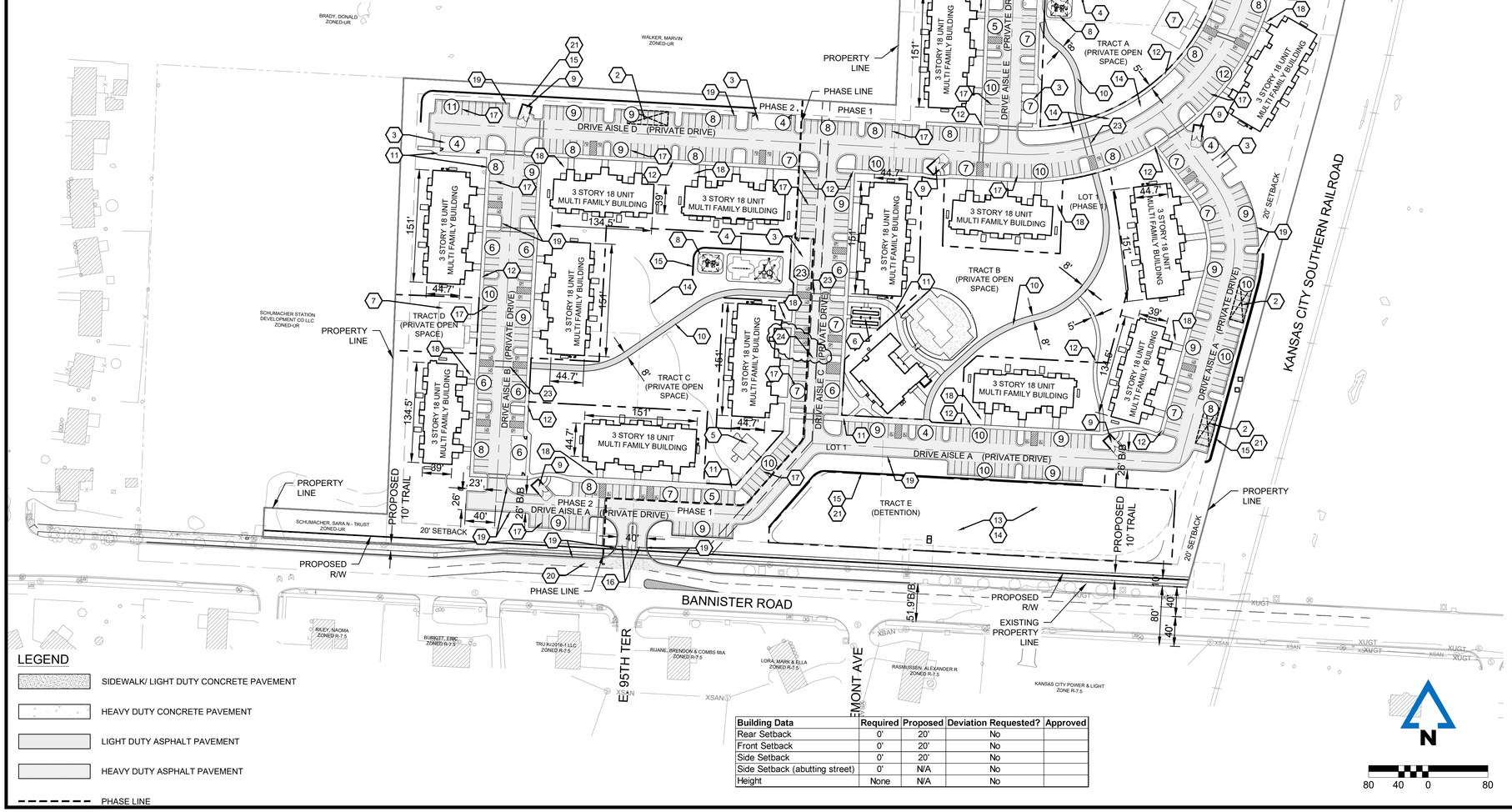



## TYPICAL DRIVE/PARKING AREA SECTION

NOT TO SCALE

## KEY NOTES

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




## LEGEND

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

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

## LOT/TRACT INFO:

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

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

## NOTE(S):

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

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

## PARKLAND DEDICATION TRACT INFO:

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

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

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

## BUILDING UNIT LEGEND:

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

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

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

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

PROJECT INFO
210660-000

| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

UR PRELIMINARY DEVELOPMENT PLAN
SITE PLAN

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

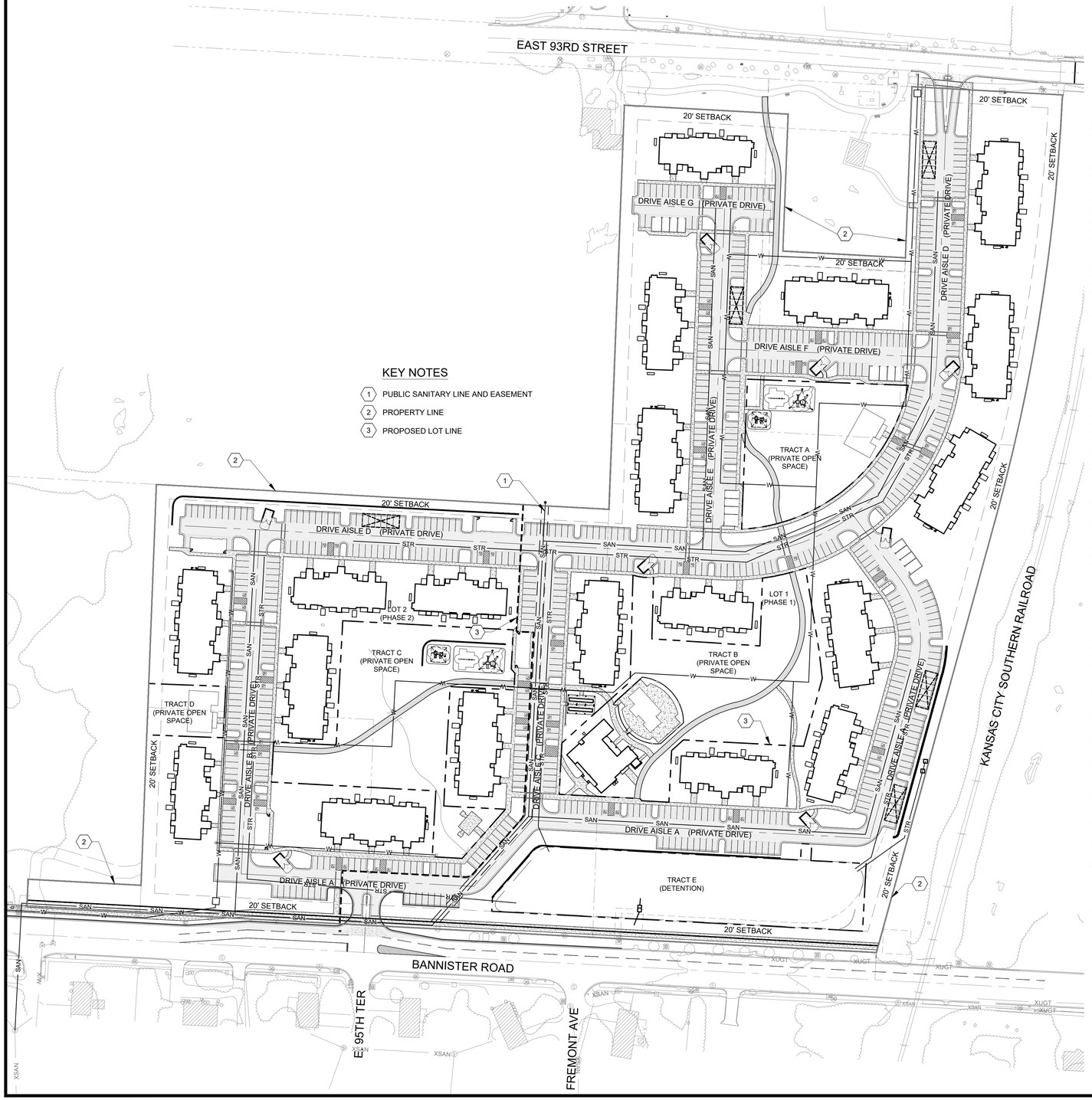
DRAWING NO.
C200

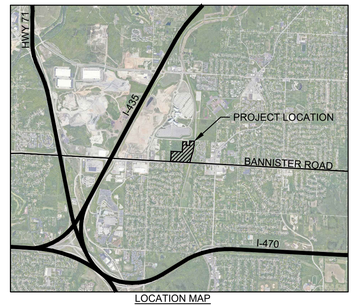
# TRAILS AT BANNISTER APARTMENT HOMES

## PRELIMINARY PLAT

### LOCATED IN

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




LOCATION MAP
*NOT TO SCALE*

KANSAS CITY, JACKSON COUNTY, MISSOURI

## LEGAL DESCRIPTION

TRACT 1: INTENTIONALLY OMITTED

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

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

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

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

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

## LEGEND

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

## LOT/TRACT INFO:

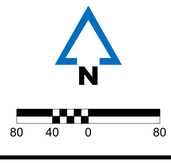
LOT 1: 16.83 ACRES
TRACT A: 0.866 ACRES (OPEN SPACE)
TRACT B: 1.548 ACRES (OPEN SPACE)
TRACT E: 1.181 ACRES (DETENTION)

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

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

## NOTES:

ALL PROPOSED UTILITIES ARE PRIVATE
UNLESS OTHERWISE NOTED.





DEVELOPER:
PEDCOR INVESTMENTS, LLC
CONTACT NAME: COLIN PATTERSON
ADDRESS: ONE PEDCORE SQUARE
770 3RD AVENUE, SW
CARMEL, INDIANA 46032
PHONE: 317.989.6564
EMAIL: COPATTERSON@PEDCOR.NET

SURVEYOR:
MCCLURE
CONTACT NAME: STEVE WHITAKER
ADDRESS: 1700 SWIFT STREET, SUITE 100
NORTH KANSAS CITY, MO 64116
PHONE: 816.756.0444
EMAIL: SWHITAKER@MCCLUREVISION.COM

CIVIL ENGINEER:
MCCLURE
CONTACT NAME: PAUL OSBORNE
ADDRESS: 1700 SWIFT STREET, SUITE 100
NORTH KANSAS CITY, MO 64116
PHONE: 816.756.0444
EMAIL: POSBORNE@MCCLUREVISION.COM

ARCHITECT:
ROSEMANN AND ASSOCIATES
CONTACT NAME: MICHAEL GAILLARD
ADDRESS: 168 N. MERAMEC, AVE., SUITE 200
ST. LOUIS, MO 63105
PHONE: 816.728.2453
EMAIL: MGAILLARD@ROSEMANN.COM



McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS



NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.


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

REVISIONS

PROJECT INFO
210660-000

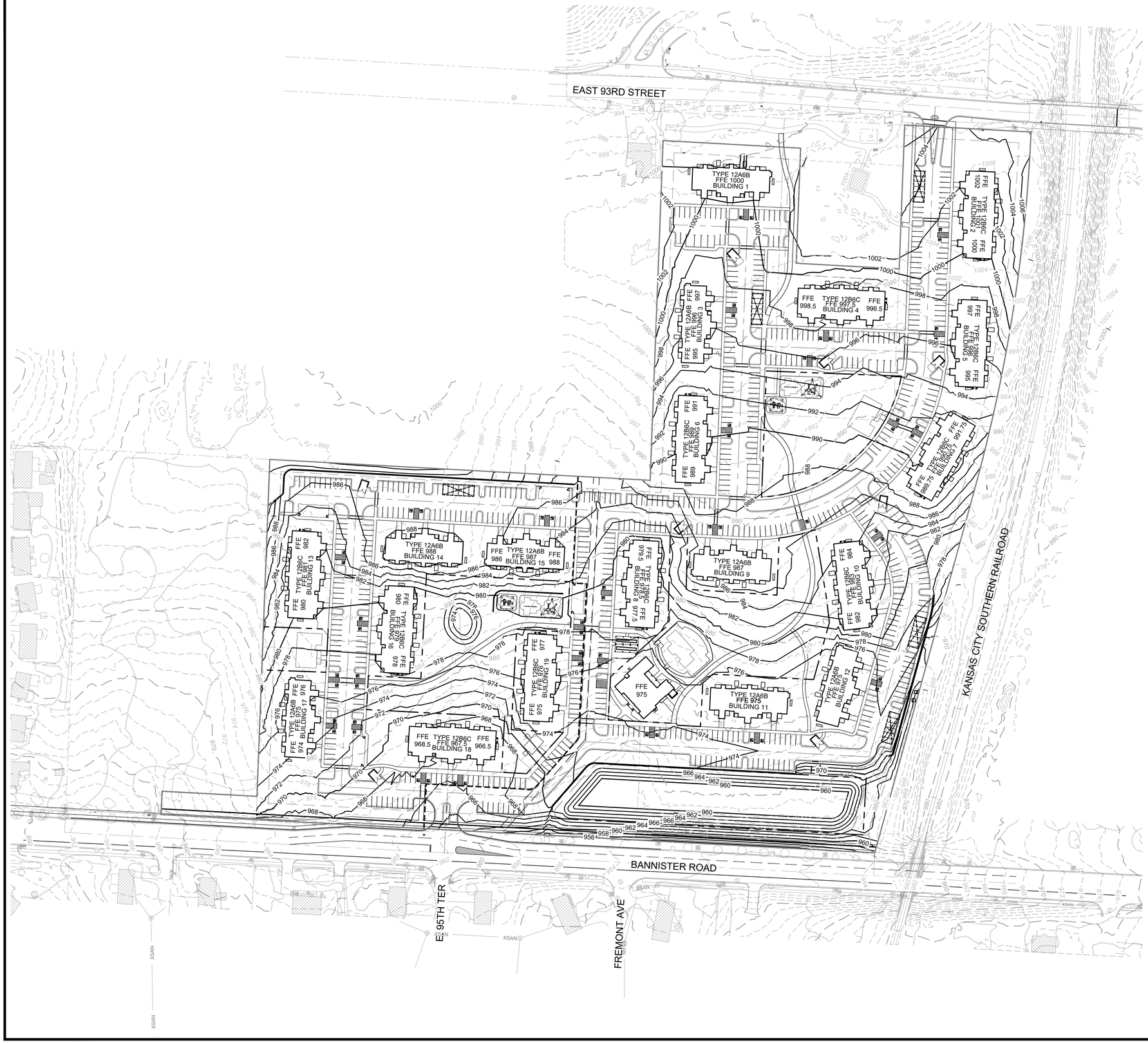
| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

UR PRELIMINARY DEVELOPMENT PLAN
PRELIMINARY PLAT

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

DRAWING NO.
C201




N

80 40 0 80

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Libery,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

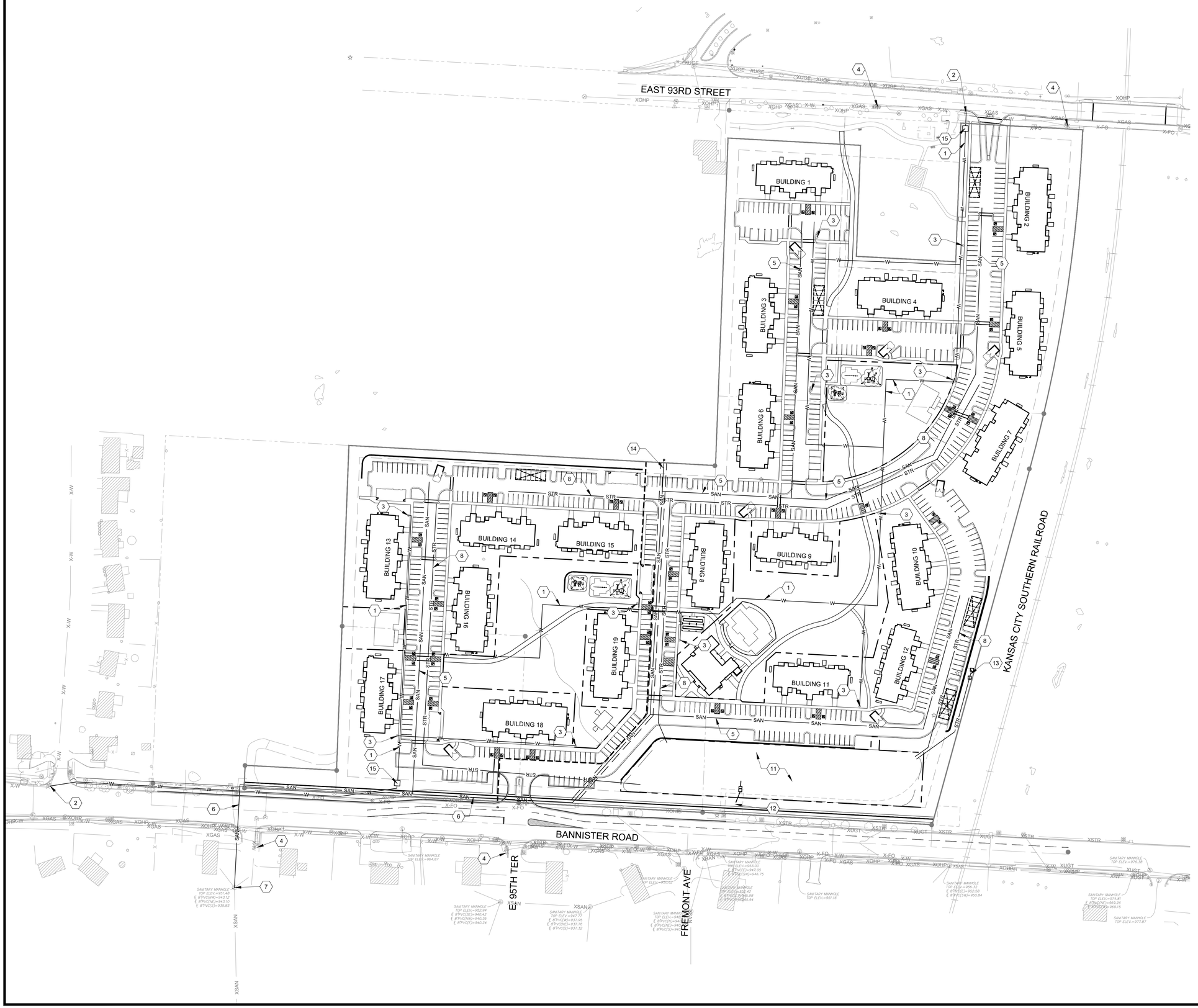
| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

## UR PRELIMINARY DEVELOPMENT PLAN
GRADING PLAN

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

DRAWING NO.
C300




## KEY NOTES

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

## UTILITY LEGEND

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

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

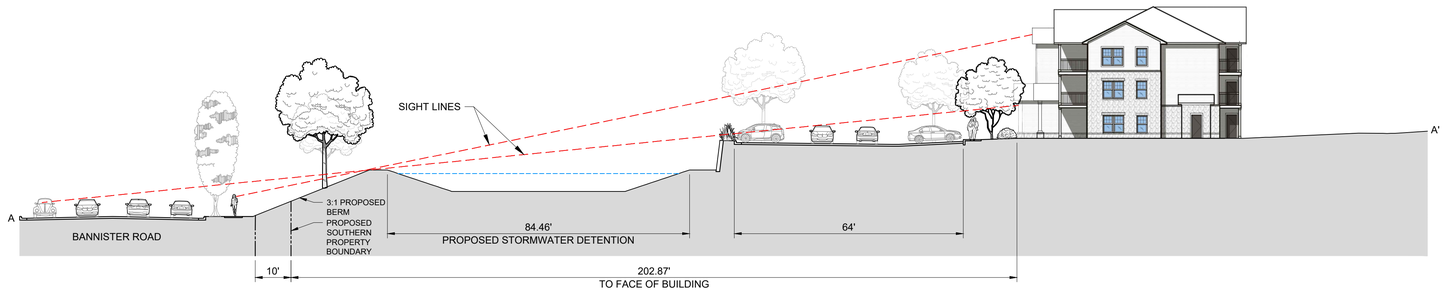
| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

## UR PRELIMINARY DEVELOPMENT PLAN
## UTILITY PLAN

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

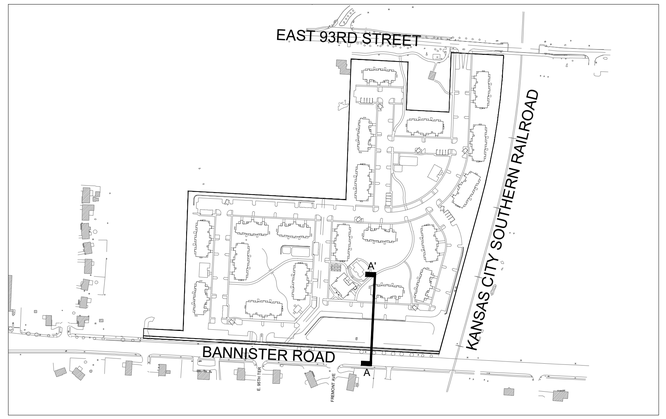
DRAWING NO.
C400




20 10 0 20

## 01 SECTION A

HORIZONTAL AND VERTICAL SCALE: 1" = 20'




## 02 SECTION KEY MAP

1" = 300'

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

UR PRELIMINARY DEVELOPMENT PLAN
SITE SECTION

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

DRAWING NO.
C500

LEGEND:

EXISTING TREES TO BE REMOVED (CANOPY COVERAGE SHOWN)

01 PHOTO LOCATION & VIEW SHED

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

02 EXISTING CYPRESS ALONG BANNISTER ROAD
NOT TO SCALE

03 EXISTING TREES LOOKING NORTH FROM BANNISTER ROAD
NOT TO SCALE

04 EXISTING TREES LOOKING NE FROM BANNISTER ROAD
NOT TO SCALE

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

UR PRELIMINARY DEVELOPMENT PLAN
TREE REMOVAL PLAN

P:\210600\06-DRAWINGS\LANDSCAPE\210600 TREE REMOVALS.DWG

DRAWING NO.
L001

## LANDSCAPE REQUIREMENTS

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

## PLANT SCHEDULE

| TREES | QTY | BOTANICAL / COMMON NAME | CONT |
|---|---|---|---|
| | 22 | Acer saccharum 'Autumn Splendor' / Autumn Splendor Maple | B&B, 2" Cal. |
| | 7 | Amelanchier x grandiflora `Autumn Brilliance` / Serviceberry | B&B, 1.5" Cal. |
| | 20 | Cercis canadensis / Eastern Redbud | B&B, 1.5" Cal. |
| | 17 | Cornus florida 'Cherokee Princess' / Princess Dogwood | B&B, 1.5" Cal. |
| | 17 | Gleditsia triacanthos inermis 'Skyline' / Skyline Honey Locust | B&B, 2" Cal. |
| | 6 | Nyssa sylvatica / Black Gum | B&B, 2" Cal. |
| | 22 | Ostrya virginiana / Hophornbeam | B&B, 2" Cal. |
| | 21 | Quercus bicolor / Swamp White Oak | B&B, 2" Cal. |
| | 23 | Quercus rubra / Red Oak | B&B, 2" Cal. |
| | 9 | Taxodium distichum 'Skyward' TM / Skyward Bald Cypress | B&B, 2" Cal. |
| | 30 | Tilia americana 'McKSentry' TM / American Linden | B&B, 2" Cal. |
| | 18 | Ulmus x 'Frontier' / Frontier Elm | B&B, 2" Cal. |

| EVERGREEN TREES | QTY | BOTANICAL / COMMON NAME | CONT |
|---|---|---|---|
| | 107 | Juniperus chinensis `Perfecta` / Perfecta Juniper | B&B, 6` Ht |
| | 5 | Picea pungens 'Fat Albert' / Fat Albert Spruce | B&B, 6` Ht |
| | 6 | Pinus strobus / White Pine | B&B, 6` Ht |
| | 112 | Thuja occidentalis 'Hetz Wintergreen' / Hetz Wintergreen Arborvitae | B&B, 6` Ht |

| SHRUBS | QTY | BOTANICAL / COMMON NAME | CONT |
|---|---|---|---|
| | 41 | Aronia melanocarpa 'Autumn Magic' / Black Chokeberry | 5 gal |
| | 28 | Aronia melanocarpa 'UCONNAM165' TM / Low Black Chokeberry | 5 gal |
| | 52 | Buddleja x 'Tutti Fruitii' / Pugster Pink Butterfly Bush | 5 gal |
| | 26 | Ceanothus americanus / New Jersey Tea | 5 gal |
| | 125 | Rhus aromatica 'Gro-Low' / Gro-Low Sumac | 5 gal |
| | 53 | Spiraea betulifolia 'Tor' / Tor Birchleaf Spirea | 5 gal |
| | 6 | Viburnum dentatum 'Christom' TM / Blue Muffin Viburnum | 5 gal |
| | 10 | Viburnum x burkwoodii 'Mohawk' / Mohawk Viburnum | 5 gal |

| EVERGREEN SHRUBS | QTY | BOTANICAL / COMMON NAME | CONT |
|---|---|---|---|
| | 59 | Buxus microphylla / Littleleaf Boxwood | 5 gal |
| | 104 | Juniperus chinensis 'Gold Lace' / Gold Lace Juniper | 5 gal |
| | 64 | Juniperus chinensis 'Kallays Compact' / Kallay Compact Pfitzer Juniper | 5 gal |
| | 43 | Juniperus sabina 'Broadmoor' / Broadmoor Juniper | 5 gal |
| | 13 | Pinus mugo 'Mops' / Mops Mugo Pine | 5 gal |

| GRASSES | QTY | BOTANICAL / COMMON NAME | CONT |
|---|---|---|---|
| | 375 | Andropogon gerardii `Blackhawks` / Blackhawks Big Bluestem | 6" Pot |
| | 92 | Miscanthus x 'Purpurascens' / Flame Grass | 1 gal |
| | 159 | Panicum virgatum 'Shenandoah' / Shenandoah Switch Grass | 1 gal |

| PERENNIALS | QTY | BOTANICAL / COMMON NAME | CONT |
|---|---|---|---|
| | 68 | Asclepias tuberosa 'Hello Yellow' / Hello Yellow Butterfly Milkweed | 1 gal |
| | 18 | Baptisia x 'Lemon Meringue' TM / Lemon Meringue Baptisia | 1 gal |
| | 25 | Coreopsis x 'Jethro Tull' / Jethro Tull Tickseed | 1 gal |
| | 76 | Hemerocallis x 'Sammy Russell' / Sammy Russell Daylily | 1 gal |
| | 27 | Liriope muscari 'Big Blue' / Big Blue Lilyturf | 1 gal |
| | 69 | Nepeta x faassenii 'Walker's Low' / Walker's Low Catmint | 1 gal |

| GROUND COVERS | QTY | BOTANICAL / COMMON NAME | CONT | SPACING |
|---|---|---|---|---|
| | 6,856 sf | Native BMP Stormwater Basin | SF | |

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

## UR PRELIMINARY DEVELOPMENT PLAN
## LANDSCAPE PLAN

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

DRAWING NO.
L100

SIDE ELEVATION - ALL 12A6B BLDGS. C2

3/32"=1'-0"

SIDE ELEVATION - ALL 12A6B BLDGS. C1

3/32"=1'-0"

REAR ELEVATION - BLDGS. 3, 15 & 17 B2

3/32"=1'-0"

FRONT ELEVATION - BLDGS. 3, 15 & 17 B1

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"

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

3/32"=1'-0"

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

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

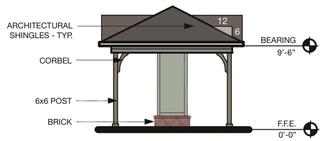
rosemann & ASSOCIATES P.C.
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
1526 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
w: www.rosemann.com
© 2021 Rosemann & Associates, P.C.
DENVER ▲ KANSAS CITY ▲ ST. LOUIS ▲ ATLANTA

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

UR PRELIMINARY DEVELOPMENT PLAN
ARCHITECTRUAL ELEVATIONS

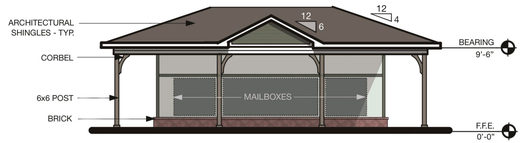
P:\21060006\DRAWINGS\CIVIL\UR PRELIMINARY\210600 ARCH.DWG

DRAWING NO.
A100



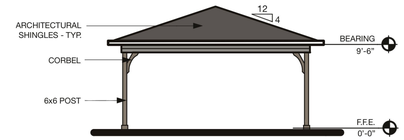

SIDE ELEVATION - MAIL KIOSK — C4

1/8"=1'-0"



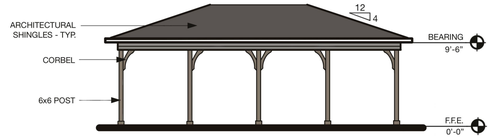

FRONT ELEVATION - MAIL KIOSK — C3

1/8"=1'-0"




SIDE ELEVATION - PAVILION — C2

1/8"=1'-0"




FRONT/REAR ELEVATION - PAVILION — C1

1/8"=1'-0"

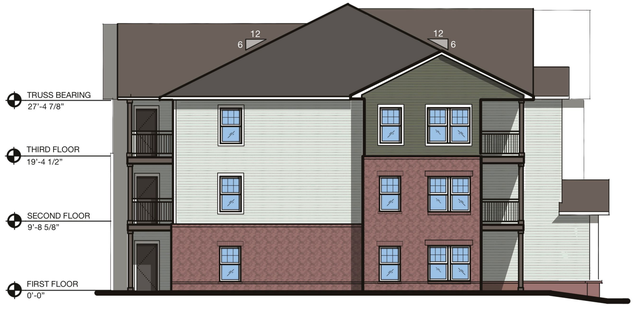
SIDE ELEVATION - ALL 12B6C BLDGS. — B2

3/32"=1'-0"

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

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"




SIDE ELEVATION - ALL 12B6C BLDGS. — A2

3/32"=1'-0"

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

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

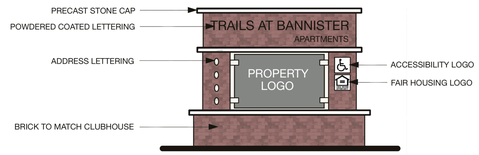
rosemann & ASSOCIATES P.C.
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
1526 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
w: www.rosemann.com
© 2021 Rosemann & Associates, P.C.
DENVER ▲ KANSAS CITY ▲ ST. LOUIS ▲ ATLANTA

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

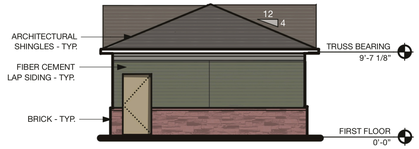
UR PRELIMINARY DEVELOPMENT PLAN
ARCHITECTURAL ELEVATIONS

P:\21060006\DRAWINGS\CIVIL\UR PRELIMINARY\210600 ARCH.DWG

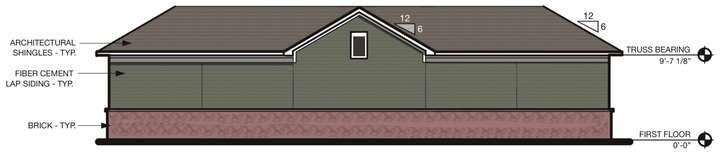
DRAWING NO.
A101



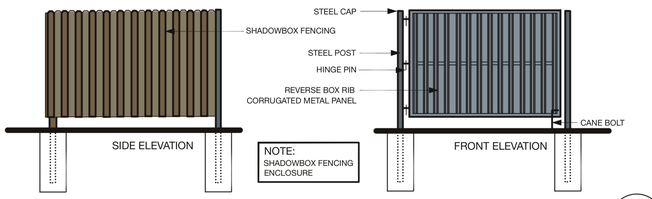

MONUMENT SIGN D3
1/4"=1'-0"



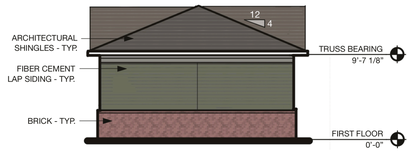

SIDE ELEVATION - GARAGE D2
1/8"=1'-0"



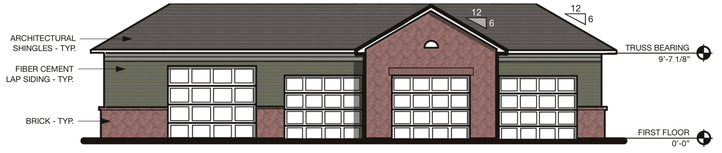

REAR ELEVATION - GARAGE D1
1/8"=1'-0"



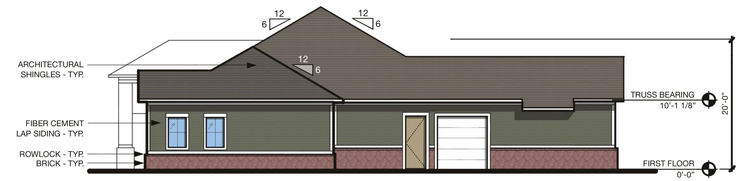

DUMPSTER ENCLOSURE ELEVATION C3
1/4"=1'-0"




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

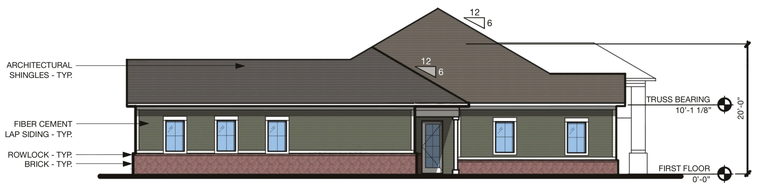



FRONT ELEVATION - GARAGE C1
1/8"=1'-0"




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

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




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

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

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

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

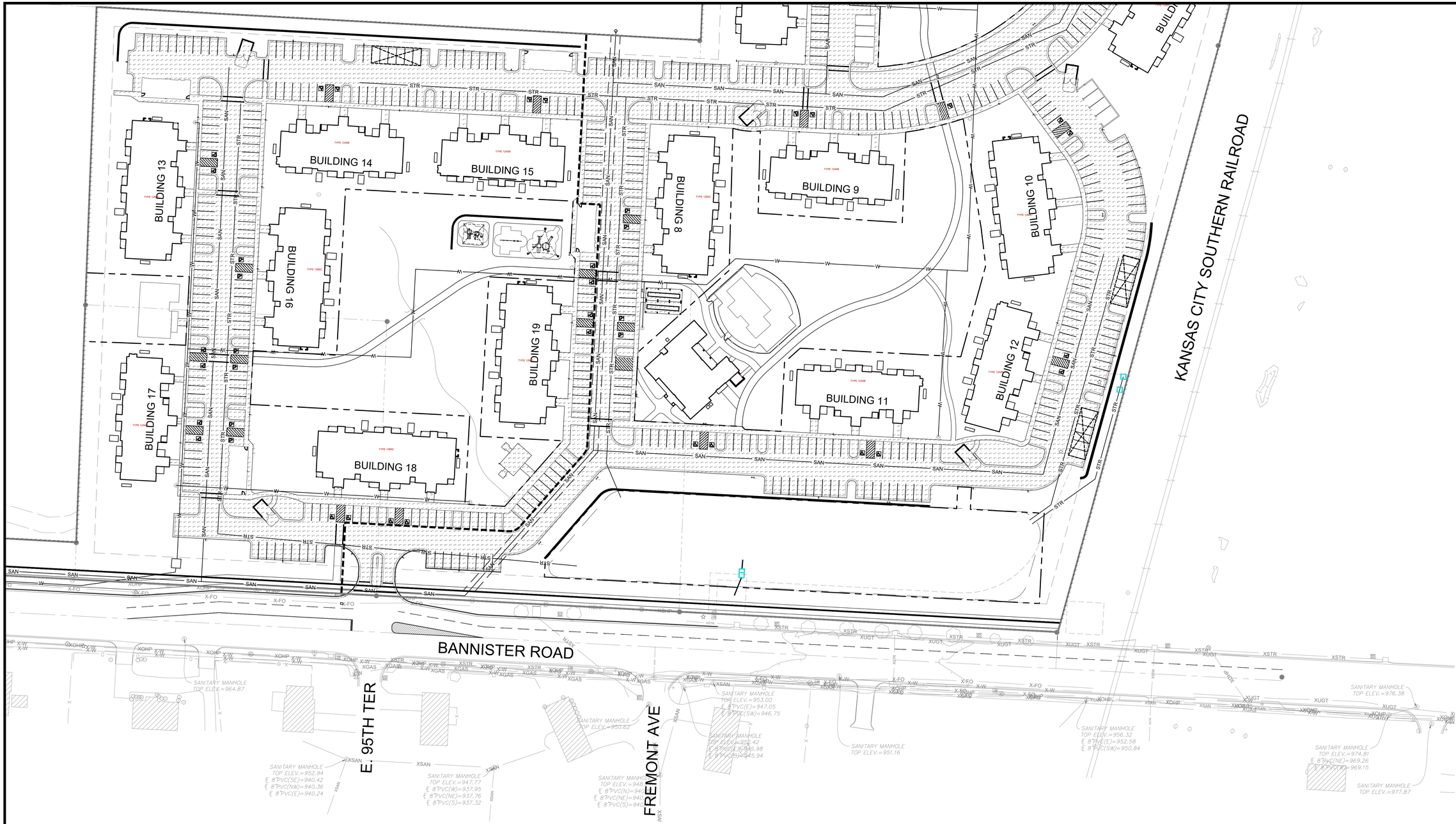
rosemann & ASSOCIATES P.C.
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
1526 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
w: www.rosemann.com
© 2021 Rosemann & Associates, P.C.
DENVER ▲ KANSAS CITY ▲ ST. LOUIS ▲ ATLANTA

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

UR PRELIMINARY DEVELOPMENT PLAN
ARCHITECTURAL ELEVATIONS

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

DRAWING NO.
A102




Luminaire/Pole Schedule

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

Calculation Summary

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

N

50 25 0 50

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

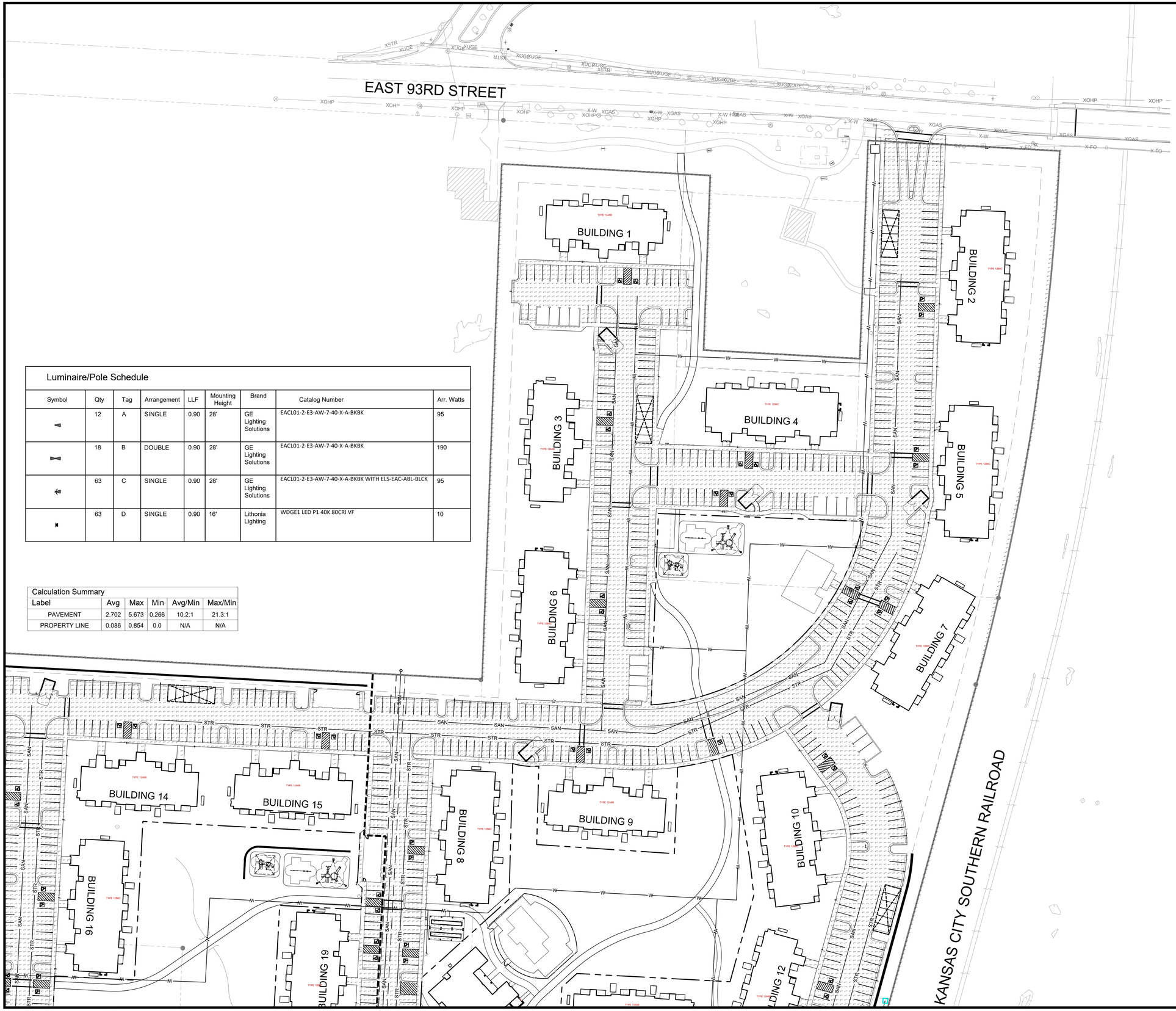
| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

## UR PRELIMINARY DEVELOPMENT PLAN
## PHOTOMETRIC PLAN

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

DRAWING NO.
E100




Luminaire/Pole Schedule

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

Calculation Summary

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

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

UR PRELIMINARY DEVELOPMENT PLAN
PHOTOMETRIC PLAN

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

DRAWING NO.
E101

COMPARED VERSION
COMMITTEE SUBSTITUTE TO ORIGINAL ORDINANCE

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 220664

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

TRACT 1: Intentionally omitted

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~32~~31. Aerial fire apparatus access roads shall be provided for any building that is 30 feet in height or greater. Aerial fire apparatus roads are a minimum 26 feet wide, at least 15 feet away from the building but not more than 30 feet from the structure. (IFC-2018 § D105).

~~33~~32. The developer shall be responsible for dedication of parkland, private open space in lieu of parkland, or payment of cash-in-lieu of either form of dedication, or any combination thereof in accordance with 88-408. Should the developer choose to pay cash-in-lieu of dedicating all or a portion of the required area, the amount due shall be based upon the (2022) acquisition rate of ($64,220.18) per acre. This requirement shall be satisfied prior to recording the final plat or a certificate of occupancy, whichever is applicable to the project.

~~34~~33. The developer shall submit a streetscape plan with street tree planting plan per 88-425-03 for approval by the Parks and Recreation Department's Forestry Division prior to beginning work in the public right-of-way along E. 93rd Street and Bannister Road.

~~35~~34. A parks permit shall be obtained for any work/trail connection in Schumacher Park.

~~36~~35. The developer shall ensure that water and fire service lines should meet current Water Services Department rules and regulations prior to a certificate of occupancy.

~~37~~36. The developer shall have a water flow test done to ensure there is adequate water pressure to serve the development.

~~38~~37. A full flow fire meter will be required when the fire protection service line serves more than one building, or combination service lines 6 inches and larger, or that have private fire hydrants connected to them.

~~39~~38. The developer shall submit water main extension drawings for the proposed public main along Bannister Road between Belmont and White Avenues. Plans shall be prepared by a registered professional engineer in Missouri and submitted to the water main extension desk for review, acceptance and contracts per the Kansas City Water rules and regulations for water main extensions and relocations.

A copy of said UR development plan and preliminary plat is on file in the office of the City Clerk with this ordinance and made a part hereof.

Section C. That the Council finds and declares that before taking any action on the proposed amendment hereinabove, all public notices and hearings required by the Zoning Ordinance have been given and had.

---

I hereby certify that as required by Chapter 88, Code of Ordinances, the foregoing ordinance was duly advertised and public hearings were held.

_____

Secretary, City Plan Commission

Approved as to form and legality:

_____

Sarah Baxter
Senior Associate City Attorney

# Plan Conditions

Report Date: July 20, 2022

Case Number: CD-CPC-2022-00098

Project: Trails at Bannister

*Condition(s) by City Planning and Development Department. Contact Andrew Clarke at (816) 513-8821 / Andrew.Clarke@kcmo.org with questions.*

1. That the developer shall submit an affidavit, prepared by an engineer licensed in the State of Missouri, verifying that all outdoor lighting has been installed in accordance with approved plans and that lighting levels do not exceed that shown on the approved lighting plan at the property lines prior to Certificate of Occupancy. Photometric plan must show spillover light.
2. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that all landscaping required of the approved plan has been installed in accordance with the plan and is healthy prior to Certificate of Occupancy.
3. That all signage shall conform to 88-445 and shall require a sign permit prior to installation.
4. The developer shall secure approval of a UR final plan from Development Management Division staff prior to building permit.
5. All ground and roof mounted utility cabinets shall be screened from public view pursuant to 88-425-08-B
6. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that street trees have been installed in accordance with the approved street tree planting plan and are healthy prior to Certificate of Occupancy.
7. The developer shall coordinate with Public Works to resolve all traffic safety related corrections along Bannister Road prior to final certificate of occupancy.
8. The developer shall coordinate with KC Water to resolve the stormwater review correction prior to ordinance request.

*Condition(s) by City Planning and Development Department. Contact Lucas Kaspar at (816) 513-2558 / Lucas.Kaspar@kcmo.org with questions.*

9. The developer must dedicate additional right of way for Bannister Rd as required by the adopted Major Street Plan so as to provide a minimum of 50 feet of right of way as measured from the centerline, along those areas being platted, or seek approval recommendations from the Transportation and Development Committee for any variances requested to the Major Street Plan prior to City Plan Commission approval.
10. The developer must submit a Macro storm drainage study with the first Plat or Phase, from a Missouri-licensed civil engineer to the Land Development Division showing compliance with current adopted standards in effect at the time of submission, including Water Quality BMP's, to the Land Development Division for review and acceptance for the entire development area, and submit Micro storm drainage study with each subsequent Plat or Phase showing compliance with the approved Macro and adopted standards. The developer shall secure permits to construct any improvements as necessary to mitigate impacts from rate, volume, and quality of runoff from each proposed phase, prior to recording the plat or prior to issuance of a Building Permit, whichever occurs first as required by the Land Development Division.
11. The developer shall cause the area to be platted and processed in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, as amended, commonly known as the Development Regulations.
12. The developer must subordinate to the City all private interest in the area of any right-of-way dedication, in accordance with Chapter 88 and as required by the Land Development Division, prior to issuance of any construction permits within said right-of-way, and that the owner/developer shall be responsible for all costs associated with subordination activities now and in the future.
13. The developer must integrate into the existing street light system any relocated existing street lights within the street right-of-way impacted by the new drive or approach entrances as required by the Land Development Division, and the relocated lights must comply with all adopted lighting standards.

*Condition(s) by City Planning and Development Department. Contact Lucas Kaspar at (816) 513-2558 / Lucas.Kaspar@kcmo.org with questions.*

14. The developer must pay impact fees as required by Chapter 39 of the City's Code of ordinances as required by the Land Development Division.

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

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

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

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

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

20. The owner/developer must submit plans for grading, siltation, and erosion control to Land Development Division for review and acceptance, and secure a Site Disturbance permit for any proposed disturbance area equal to one acre or more prior to beginning any construction activities.

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

22. The developer must grant any BMP and/or Surface Drainage Easements to the City as required by the Land Development Division, prior to recording the plat or issuance of any building permits.

*Condition(s) by Fire Department. Contact Michael Schroeder at (816) 513-4604 / michael.schroeder@kcmo.org with questions.*

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

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

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

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

26. • Required fire department access roads shall be an all weather surface. (IFC-2012: § 503.2.3)
    • Fire Department access roads shall be provided prior to construction/demolition projects begin. (IFC-2018 § 501.4 and 3310.1; NFPA 241-2013 § 7.5.5)

    • Required fire department access roads shall designed to support a fire apparatus with a gross axle weight of 85,000 pounds. (IFC-2018: § 503.2.3)

27. • Dead end fire department access road(s) in excess of 150 feet shall be provided with an approved turn around feature (i.e., cul-de-sac, hammerhead). Dead-end streets in excess of 150 feet in length resulting from a "phased" project shall provide an approved temporary turn around feature (i.e., cul-de-sac, hammerhead). (IFC-2018: § 503.2.5)

28. The turning radius for fire department access roads shall be 30 feet inside and 50 feet outside radius. (IFC-2018: § 503.2.4)

29. Aerial Fire Apparatus access roads shall be provided for any building that is 30 feet in height or greater. Aerial Fire Apparatus Roads are a minimum 26 feet wide, at least 15 feet away from the building but not more than 30 feet from the structure. (IFC-2018 § D105).

*Condition(s) by Parks & Recreation. Contact Justin Peterson at (816) 513-7599 / Justin.Peterson@kcmo.org with questions.*

*Condition(s) by Parks & Recreation. Contact Justin Peterson at (816) 513-7599 / Justin.Peterson@kcmo.org with questions.*

30. The developer is responsible for dedication of parkland, private open space in lieu of parkland, or payment of cash-in-lieu of either form of dedication, or any combination thereof in accordance with 88-408. Should the developer choose to pay cash-in-lieu of dedicating all or a portion of the required area, the amount due shall be based upon the (2022) acquisition rate of ($64,220.18) per acre. This requirement shall be satisfied prior to recording the final plat or certificate of occupancy (whichever is applicable to the project).

31. The developer shall submit a streetscape plan with street tree planting plan per 88-425-03 for approval by the Parks & Recreation Department's Forestry Division prior to beginning work in the public right-of-way along E. 93rd St and Bannister.

32. A parks permit shall be obtained for any work/trail connection in Schumacher Park.

*Condition(s) by Water Services Department. Contact Heather Massey at (816) 513-2111 / heather.massey@kcmo.org with questions.*

33. The developer shall ensure that water and fire service lines should meet current Water Services Department Rules and Regulations. Prior to C of O.
https://www.kcwater.us/wp-content/uploads/2022/05/2022-Rules-and-Regulations-for-Water-Service-Lines-Final.pdf

34. The developer shall have a water flow test done to ensure there is adequate water pressure to serve the development.
South of River contact – Sean Allen - 816-513-0318
North of River contact - Todd Hawes – 816-513-0296

35. A full flow fire meter will be required when the fire protection service line serves more than one building, or combination service lines 6 inches and larger, or that have private fire hydrants connected to them.

*Condition(s) by Water Services Department. Contact Jerald Windsor at (816) 513-0413 / Jerald.Windsor@kcmo.org with questions.*

36. The developer must submit water main extension drawings for the proposed public main along Bannister Road between Belmont and White Avenues. Plans shall be prepared by a registered professional Engineer in Missouri and submitted to the water main extension desk for review, acceptance and contracts per the KC Water Rules and Regulations for Water main extensions and Relocations.
(https://www.kcwater.us/wp-content/uploads/2019/04/2018-Rules-and-Regulations-for-Water-Main-Extensions.pdf) label the existing water main sizes.

# CITY PLAN COMISSION REPORT

City of Kansas City, Missouri
City Panning & Development Department
www.kcmo.gov/cpc

**Project Name**
**Trails at Bannister**

| Docket # | Request |
|---|---|
| 12 | CD-CPC-2022-00098<br>Rezoning to UR<br>(w/ preliminary plat) |

**Applicant**
Patricia Jensen
Rouse Frets White Goss Gentile Rhodes, P.C

**Owner**
Colin Patterson
Pedcor Investments, LLC

| | |
|---|---|
| **Location** | 6200 E. Bannister Road |
| **Area** | About 24 acres |
| **Zoning** | UR |
| **Council District** | 5th |
| **County** | Jackson |
| **School District** | Hickman Mills 140 |

**Surrounding Land Uses**
**North:** zoned UR, commercial
**South:** zoned R-7.5, residential
**East:** zoned R-5, residential
**West:** zoned UR, undeveloped

**Land Use Plan**
The Hickman Mills Area Plan recommends office/residential for the land use.

**Major Street Plan**
E. Bannister Road is listed on the City's Major Street Plan as a four-lane thoroughfare.

## APPROVAL PROCESS

Staff Review → City Plan Commission → City Council

## NEIGHBORHOOD AND CIVIC ORGANIZATIONS NOTIFIED

No active registered neighborhood and civic organizations were found at this location. Notice of the public hearing was sent to surrounding properties within 300 feet.

## REQUIRED PUBLIC ENGAGEMENT

Public engagement as required by 88-505-12 applies to this request. The applicant hosted a public meeting on July 7, 2022. A summary of the meeting is attached to this report.

## EXISTING CONDITIONS

The subject property is currently undeveloped with rolling hills, a pond, trees and a vacant home.

## NEARBY DEVELOPMENTS

The subject property is on a 24-acre site and consists of five (5) undeveloped parcels located between E. 93rd Street and Bannister Road, directly south of the Oracle Campus (formerly Cerner) in the southeastern quadrant of Kansas City in the 5th Council District.

## SUMMARY OF REQUEST

**CD-CPC-2022-00098** - A request to approve a UR Development Plan and Preliminary Plat for 342 residential units.

## KEY POINTS

- Construct 342 residential units
- Rezoning from UR (Urban Redevelopment) to UR (Urban Redevelopment)

## PROFESSIONAL STAFF RECOMMENDATION

| Docket # | Recommendation |
|---|---|
| 12 | Approval with Conditions |

## CONTROLLING CASE & RELATED RELEVANT CASES

The City Plan Commission meeting in regular session on November 6, 2007 recommended **Case No. 6720-URD-14** to rezone to URD and the approval of a development plan for a commercial development.

## PLAN REVIEW

The proposed residential project is on a 24-acre site and consists of five (5) undeveloped parcels located between E. 93rd Street and Bannister Road, directly south of the Oracle Campus (formerly Cerner) in the southeastern quadrant of Kansas City in the 5th Council District. The existing conditions are rural in nature as the site has never been developed with plenty of trees scattered throughout and the current slope runs from E. 93rd southward towards Bannister. A City park (Schumacher Park) is located just outside the project area on the north end of the site abutting E. 93rd Street. The park is located along the historic Santa Fe Trail and has a walking path and shelter.

The proposed plan will combine all five parcels into one large lot and construct nineteen (19) buildings which includes the clubhouse. The applicant will develop a total of 342 units and each residential building will be three stories in height with each totaling eighteen (18) residential units. The total density for the project is 14.2 units per acre. Each unit will have their own balcony or patio. The buildings will be constructed of high quality materials with brick on the first and second floor and fiber cement lap siding.

The development proposes two (2) points of ingress and egress with one from Bannister Road on the south and the other on E. 93rd Street located on the northeastern edge of the site. All proposed internal roads are private. The developer is proposing adequate internal pedestrian connectivity with the proposed trail. Staff has asked the applicant to comply with 88-450 and to provide pedestrian crossings to control vehicles from speeding through the development. Staff has asked specifically for raised pedestrian crossings at building #7 and between buildings #19 and #8. Staff believes that raised pedestrian crossings at these locations will create and encourage safer vehicular and pedestrian circulation.

A landscape plan has been submitted by the applicant and the plan is compliant with Code. The Code does require the applicant to "identify trees to be removed and trees to be preserved during the development of the subject property with the goal of saving trees that are not required to be removed for the development of the property" in which it appears that no trees will be saved for this development. City staff asked the developer to provide more trees throughout the large site and they are providing a total of 230 trees.

The overall design concept and density that the applicant has proposed is permitted within the Urban Redevelopment (UR) zoning district. The architectural scale and character fits the surrounding area (especially the large apartments to the east as well as the scale of the Oracle Campus (formerly Cerner). As discussed earlier staff would like to see improvements to pedestrian safety as well as additional screening around the existing Schumacher Park and additional shade trees to naturally cool the proposed apartment buildings.

***Use-Specific (88-300) and Development Standards (88-400)***

| *Standards* | *Applicability* | *Meets* | *More Information* |
|---|---|---|---|
| *Boulevard and Parkway Standards (88-323)* | No | N/A | |
| *Parkland Dedication (88-408)* | Yes | Yes, subject to conditions | |
| *Parking and Loading Standards (88-420)* | Yes | Yes | |
| *Landscape and Screening Standards (88-425)* | Yes | Yes, subject to conditions | |
| *Outdoor Lighting Standards (88-430)* | Yes | Yes, subject to conditions | |
| *Sign Standards (88-445)* | Yes | Yes, subject to conditions | |
| *Pedestrian Standards (88-450)* | Yes | Yes, subject to conditions | Staff is asking for traffic calming measures to be revised which will enhance pedestrian safety pursuant to 88-450. |

## PLAN ANALYSIS

### Rezoning Analysis

In reviewing and making decisions on proposed zoning map amendments, the city planning and development director, city plan commission, and city council must consider at least the following factors:

**88-515-08-A. Conformance with adopted plans and planning policies;**

The Hickman Mills Area Plan recommends office and residential for the parcels that are to be developed. The proposed project is in conformance with the adopted area plan.

**88-515-08-B. Zoning and use of nearby property;**

The existing zoning districts that are adjacent to this property are UR (Urban Redevelopment) on the west and north, to the south the zoning is R-7.5 and to the east on the other side of the railroad track is R-5.

**88-515-08-C. Physical character of the area in which the subject property is located;**

The property is currently undeveloped with a moderate number of existing trees throughout the property. The parcels currently create a rural feeling within the immediate area. The water and sewer for this development will be private.

**88-515-08-D. Whether public facilities (infrastructure) and services will be adequate to serve development allowed by the requested zoning map amendment;**

Public infrastructure and services are within proximity to serve the proposed development. The applicant will meet all City standards related to extending any infrastructure to the proposed site.

**88-515-08-E. Suitability of the subject property for the uses to which it has been restricted under the existing**

**zoning regulations;**
The existing zoning is UR but does not permit the proposed development. Without rezoning, the desired use for this property is not possible.

**88-515-08-F. Length of time the subject property has remained vacant as zoned;**
The property has always been primarily undeveloped with a single home located on the parcel to the west.

**88-515-08-G. The extent to which approving the rezoning will detrimentally affect nearby properties;**
The proposed rezoning would not detrimentally affect nearby properties; however, the proposed change in the zoning district would allow for the proposed apartments.

**88-515-08-H. The gain, if any, to the public health, safety, and welfare due to denial of the application, as compared to the hardship imposed upon the landowner, if any, as a result of denial of the application.**
Denial of the rezoning would inhibit the use of the existing property.

**PLAN REVIEW CRITERIA**

**88-516-05-A. The plan must comply with all standards of this Zoning and Development Code and all other applicable City ordinances and policies, (Note: this provision is not intended to prohibit an applicant from seeking a variance or other form of relief authorized under this Zoning and Development Code or other applicable ordinances, when authorized.)**
The plan, as proposed, complies to the approved Hickman Mills Area Plan. The applicant is not seeking any waivers or deviations.

**88-516-05-B. The proposed use must be allowed in the district in which it is located.**
The current approved plan does not permit the proposed project. Rezoning from UR to UR is required to allow for the proposed development.

**88-516-05-C. Vehicular ingress and egress to and from the site, and circulation within the site must provide for safe, efficient and convenient movement of traffic not only within the site but on adjacent roadways.**
Staff has worked with the applicant to improve pedestrian safety with the proposed street layout. Staff is primarily concerned with vehicular speed and distracted driving along the "J" shape coming from the north on E. 93rd Street and running to the southwest. The applicant has redesigned the entrance from E. 93rd Street to deter speeding vehicles which staff appreciates. Staff is still requesting that the plans are revised to add greater attention by providing two raised pedestrian crossings to enhance pedestrian safety and circulation.

Public Works has two outstanding questions related to the traffic safety along Bannister Road. The applicant shall coordinate with the City's traffic engineer to resolve these corrections prior to ordinance request.

**88-516-05-D. The plan must provide for safe, efficient, and convenient non-motorized travel opportunities, being pedestrian and bicycle movement, on the subject site.**
As mentioned staff is seeking greater pedestrian safety by complying with 88-450. The proposed development of 342 units means there will be a variety of residents including children. Staff has requested that plans are revised to improve pedestrian safety within the proposed development. The applicant is also providing a 10'

shared use path (which needs to be corrected on the plans from "sidewalk" to "shared use path") as Bannister is on the Bike Plan passed in 2022 (Ordinance No. 211030).

**88-516-05-E. The plan must provide for adequate utilities based on City standards for the particular development proposed.**
The applicant is proposing adequate utilities to serve the proposed development. The utilities will be privately owned and maintained by the property owner.

**88-516-05-F. The location, orientation, and architectural features, including design and material, of buildings and other structures on the site must be designed to be compatible with adjacent properties.**
The applicant is proposing high quality materials consisting of brick, fiber cement lap siding and each unit will have either a balcony or patio.

**88-516-05-G. Landscaping, berms, fences and/or walls must be provided to buffer the site from undesirable views, noises, lighting or other off-site negative influences and to buffer adjacent properties from negative influences that may be created by the plan.**
The proposed location of the development and number of units will not create undesirable views, noises or off-site negative influences on adjacent properties. The applicant did provide a photometric plan but will need to provide a revised plan when submitting for a building permit to show spillover light.

**88-516-05-H. The design of streets, drives, and parking areas within the project should result in a minimum of area devoted to asphalt or other impervious surfaces consistent with the needs of the project and City Code requirements.**
KC Water did not review the proposed stormwater detention plan related to the amount of proposed impervious surface for this development. The applicant shall coordinate with KC Water prior to ordinance request for final approval of the proposed stormwater detention plan.

**88-516-05-I. The plan must identify trees to be removed and trees to be preserved during the development of the subject property with the goal of saving trees that are not required to be removed for the development of the property.**
The applicant provided a plan sheet as required by Code which shows all existing trees will be removed.

## PROFESSIONAL STAFF RECOMMENDATION

CD-CPC-2022-00098: Staff recommends **APPROVAL WITH CONDITIONS** as stated in the Conditions Report.

Respectfully submitted,

Andrew Clarke

Staff Planner

# Plan Conditions

Report Date: July 14, 2022

Case Number: CD-CPC-2022-00098

Project: Trails at Bannister

*Condition(s) by City Planning and Development Department. Contact Andrew Clarke at (816) 513-8821 / Andrew.Clarke@kcmo.org with questions.*

1. That the developer shall submit an affidavit, prepared by an engineer licensed in the State of Missouri, verifying that all outdoor lighting has been installed in accordance with approved plans and that lighting levels do not exceed that shown on the approved lighting plan at the property lines prior to Certificate of Occupancy. Photometric plan must show spillover light.
2. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that all landscaping required of the approved plan has been installed in accordance with the plan and is healthy prior to Certificate of Occupancy.
3. That all signage shall conform to 88-445 and shall require a sign permit prior to installation.
4. The developer shall secure approval of a UR final plan from Development Management Division staff prior to building permit.
5. All ground and roof mounted utility cabinets shall be screened from public view pursuant to 88-425-08-B
6. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that street trees have been installed in accordance with the approved street tree planting plan and are healthy prior to Certificate of Occupancy.
7. Revise plans to show raised pedestrian crossing at building #7 and between buildings #19 and #8 (88-450-03-C) prior to ordinance request.
8. The developer shall coordinate with Public Works to resolve all traffic safety related corrections along Bannister Road prior to ordinance request.
9. The developer shall coordinate with KC Water to resolve the stormwater review correction prior to ordinance request.
10. The developer shall revise and resubmit their plans to resolve the corrections from the Public Works Mobility Division related to the bike path along Bannister Road prior to ordinance request.

*Condition(s) by City Planning and Development Department. Contact Lucas Kaspar at (816) 513-2558 / Lucas.Kaspar@kcmo.org with questions.*

11. The developer must dedicate additional right of way for Bannister Rd as required by the adopted Major Street Plan so as to provide a minimum of 50 feet of right of way as measured from the centerline, along those areas being platted, or seek approval recommendations from the Transportation and Development Committee for any variances requested to the Major Street Plan prior to City Plan Commission approval.
12. The developer must submit a Macro storm drainage study with the first Plat or Phase, from a Missouri-licensed civil engineer to the Land Development Division showing compliance with current adopted standards in effect at the time of submission, including Water Quality BMP's, to the Land Development Division for review and acceptance for the entire development area, and submit Micro storm drainage study with each subsequent Plat or Phase showing compliance with the approved Macro and adopted standards. The developer shall secure permits to construct any improvements as necessary to mitigate impacts from rate, volume, and quality of runoff from each proposed phase, prior to recording the plat or prior to issuance of a Building Permit, whichever occurs first as required by the Land Development Division.
13. The developer shall cause the area to be platted and processed in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, as amended, commonly known as the Development Regulations.
14. The developer must subordinate to the City all private interest in the area of any right-of-way dedication, in accordance with Chapter 88 and as required by the Land Development Division, prior to issuance of any construction permits within said right-of-way, and that the owner/developer shall be responsible for all costs associated with subordination activities now and in the future.

*Condition(s) by City Planning and Development Department. Contact Lucas Kaspar at (816) 513-2558 / Lucas.Kaspar@kcmo.org with questions.*

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

16. The developer must pay impact fees as required by Chapter 39 of the City's Code of ordinances as required by the Land Development Division.

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

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

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

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

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

22. The owner/developer must submit plans for grading, siltation, and erosion control to Land Development Division for review and acceptance, and secure a Site Disturbance permit for any proposed disturbance area equal to one acre or more prior to beginning any construction activities.

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

24. The developer must grant any BMP and/or Surface Drainage Easements to the City as required by the Land Development Division, prior to recording the plat or issuance of any building permits.

*Condition(s) by Fire Department. Contact Michael Schroeder at (816) 513-4604 / michael.schroeder@kcmo.org with questions.*

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

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

27. Fire hydrant distribution shall follow IFC-2018 Table C102.1

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

28. • Required fire department access roads shall be an all weather surface. (IFC-2012: § 503.2.3)
    • Fire Department access roads shall be provided prior to construction/demolition projects begin. (IFC-2018 § 501.4 and 3310.1; NFPA 241-2013 § 7.5.5)

    • Required fire department access roads shall designed to support a fire apparatus with a gross axle weight of 85,000 pounds. (IFC-2018: § 503.2.3)

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

30. The turning radius for fire department access roads shall be 30 feet inside and 50 feet outside radius. (IFC-2018: § 503.2.4)

*Condition(s) by Fire Department. Contact Michael Schroeder at (816) 513-4604 / michael.schroeder@kcmo.org with questions.*

31. Aerial Fire Apparatus access roads shall be provided for any building that is 30 feet in height or greater. Aerial Fire Apparatus Roads are a minimum 26 feet wide, at least 15 feet away from the building but not more than 30 feet from the structure. (IFC-2018 § D105).

*Condition(s) by Parks & Recreation. Contact Justin Peterson at (816) 513-7599 / Justin.Peterson@kcmo.org with questions.*

32. The developer is responsible for dedication of parkland, private open space in lieu of parkland, or payment of cash-in-lieu of either form of dedication, or any combination thereof in accordance with 88-408. Should the developer choose to pay cash-in-lieu of dedicating all or a portion of the required area, the amount due shall be based upon the (2022) acquisition rate of ($64,220.18) per acre. This requirement shall be satisfied prior to recording the final plat or certificate of occupancy (whichever is applicable to the project).

33. The developer shall submit a streetscape plan with street tree planting plan per 88-425-03 for approval by the Parks & Recreation Department's Forestry Division prior to beginning work in the public right-of-way along E. 93rd St and Bannister.

34. A parks permit shall be obtained for any work/trail connection in Schumacher Park.

*Condition(s) by Water Services Department. Contact Heather Massey at (816) 513-2111 / heather.massey@kcmo.org with questions.*

35. The developer shall have a water flow test done to ensure there is adequate water pressure to serve the development.
South of River contact – Sean Allen - 816-513-0318
North of River contact - Todd Hawes – 816-513-0296

36. A full flow fire meter will be required when the fire protection service line serves more than one building, or combination service lines 6 inches and larger, or that have private fire hydrants connected to them.

37. The developer shall ensure that water and fire service lines should meet current Water Services Department Rules and Regulations. Prior to C of O.
https://www.kcwater.us/wp-content/uploads/2022/05/2022-Rules-and-Regulations-for-Water-Service-Lines-Final.pdf

*Condition(s) by Water Services Department. Contact Jerald Windsor at (816) 513-0413 / Jerald.Windsor@kcmo.org with questions.*

38. The developer must submit water main extension drawings for the proposed public main along Bannister Road between Belmont and White Avenues. Plans shall be prepared by a registered professional Engineer in Missouri and submitted to the water main extension desk for review, acceptance and contracts per the KC Water Rules and Regulations for Water main extensions and Relocations.
(https://www.kcwater.us/wp-content/uploads/2019/04/2018-Rules-and-Regulations-for-Water-Main-Extensions.pdf) label the existing water main sizes.

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

## LEGAL DESCRIPTION

TRACT 1: INTENTIONALLY OMITTED

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

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

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

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

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

## FLOODPLAIN:

THIS SITE DOES NOT LIE WITHIN A FEMA REGULATED FLOODPLAIN

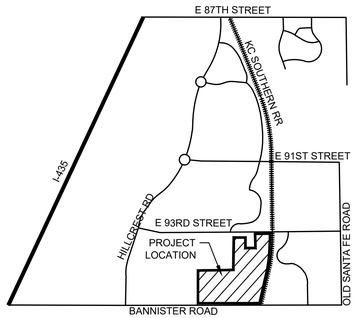
## PROJECT BENCHMARK

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

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

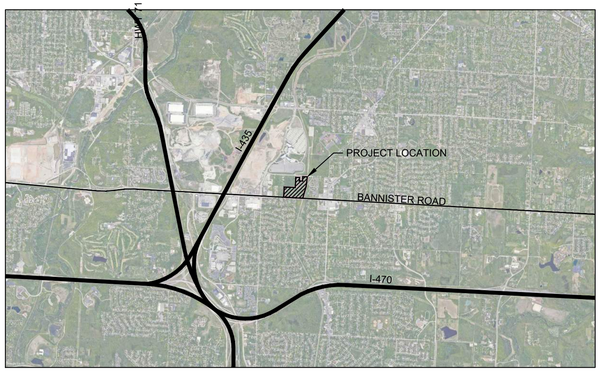
## UTILITY NOTE:

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




VICINITY MAP
*NOT TO SCALE*

KANSAS CITY, JACKSON COUNTY, MISSOURI




LOCATION MAP
*NOT TO SCALE*

KANSAS CITY, JACKSON COUNTY, MISSOURI

Sheet List Table

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

## UTILITY CONTACTS

Public Works Department Street and Traffic Division
Attn: Jeffrey Bryan
5310 Municipal Ave
Kansas City, MO 64120
Ph: 816-513-9865
(FAX): 816-513-9876
jeffrey.bryan@kcmo.org

Parks and Recreation Department
Attn: Daniel Weber
4600 E. 63rd Street
Kansas City, MO 64130
Ph: 816-513-7521
(FAX): 816-513-7602
daniel.weber@kcmo.org (For Boulevards and Parkways only)

Water Services Department
Travis W. Kiefer, P.E.
Permitting & Development Division
KC Water, City Hall, 5th Floor (east)
414 E. 12th Street
Kansas City, MO 64106
Ph: 816-513-2139
travis.kiefer@kcmo.org

Spire Energy
Attn: Johnny Strauss
7500 E. 35th Terrace
Kansas City, MO 64129
Ph: 816-360-5037
(FAX): 816-921-9110
Johnny.Strauss@spireenergy.com

Vicinity Energy – North America
Attn: Richard Behrens
115 Grand Boulevard
Kansas City, MO 64106
Ph: 816-889-4909 / 4924
(FAX): 267-515-5900
richard.behrens@vicinityenergy.us

Public Works-Streetlight Services
Attn: Mahmoud Hadjian or Sara Hurst
5310 Municipal Ave.
Kansas City, MO 64120
Ph: 816-513-9852
(FAX): 816-513-9876
Mahmoud.Hadjian@kcmo.org
Sara.Hurst@kcmo.org

Evergy
Brent Gerling, 8325 N. Platte Purchase Dr.
Kansas City, MO 64118 Ph:
816-652-1654
Brent.Gerling@evergy.com

LUMEN (formerly Centurylink)
1025 Eldorado Blvd.
Broomfield, CO 80021
relocations@centurylink.com

Charter/Spectrum
Attn: Steve Baxter
8221 W. 119th Street
Overland Park, KS 66213
Ph: 913-643-1901
steven.baxter@charter.com

AT&T
Attn: Angie Brammer
2121 E. 63rd Street, Bldg C
Room C1NE6
Kansas City, MO 64130
Ph: 816-772-0197
ac6226@att.com

T-Mobile
Jason Cantrell
800 NW Technology Drive
MS: MOLESB0101-MOCK001
Lee's Summit, MO 64086
Ph: 913-488-8489
jason.cantrell@t-mobile.com

| DEVELOPER: | |
|---|---|
| PEDCOR INVESTMENTS, LLC | |
| CONTACT NAME: | COLIN PATTERSON |
| ADDRESS: | ONE PEDCORE SQUARE<br>770 3RD AVENUE, SW<br>CARMEL, INDIANA 46032 |
| PHONE: | 317.989.6564 |
| EMAIL: | COPATTERSON@PEDCOR.NET |

| CIVIL ENGINEER: | |
|---|---|
| MCCLURE | |
| CONTACT NAME: | PAUL OSBORNE |
| ADDRESS: | 1700 SWIFT STREET, SUITE 100<br>NORTH KANSAS CITY, MO 64116 |
| PHONE: | 816.756.0444 |
| EMAIL: | POSBORNE@MCCLUREVISION.COM |

| SURVEYOR: | |
|---|---|
| MCCLURE | |
| CONTACT NAME: | STEVE WHITAKER |
| ADDRESS: | 1700 SWIFT STREET, SUITE 100<br>NORTH KANSAS CITY, MO 64116 |
| PHONE: | 816.756.0444 |
| EMAIL: | SWHITAKER@MCCLUREVISION.COM |

| LANDSCAPE ARCHITECT: | |
|---|---|
| MCCLURE | |
| CONTACT NAME: | JIM SCHUESSLER |
| ADDRESS: | 1700 SWIFT STREET, SUITE 100<br>NORTH KANSAS CITY, MO 64116 |
| PHONE: | 816.756.0444 |
| EMAIL: | JSCHUESSLER@MCCLUREVISION.COM |

| ARCHITECT: | |
|---|---|
| ROSEMANN AND ASSOCIATES | |
| CONTACT NAME: | MICHAEL GAILLARD |
| ADDRESS: | 168 N. MERAMEC, AVE., SUITE 200<br>ST. LOUIS, MO 63105 |
| PHONE: | 816.728.2453 |
| EMAIL: | MGAILLARD@ROSEMANN.COM |


McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS



NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.


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

REVISIONS

PROJECT INFO
210660-000

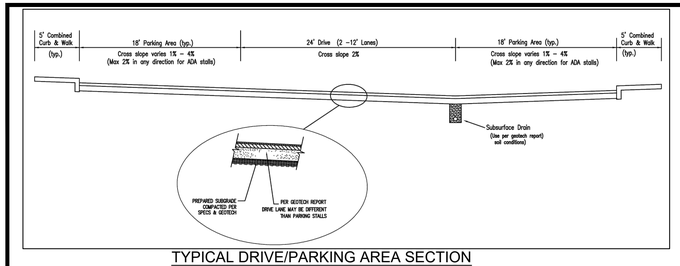
| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

UR PRELIMINARY DEVELOPMENT PLAN
COVER SHEET

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

DRAWING NO.
C001




TYPICAL DRIVE/PARKING AREA SECTION

NOT TO SCALE

## KEY NOTES

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




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

LEGEND

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

80 40 0 80

## LOT/TRACT INFO:

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

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

## NOTE(S):

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

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

## PARKLAND DEDICATION TRACT INFO:

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

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

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

## BUILDING UNIT LEGEND:

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

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

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

UR PRELIMINARY DEVELOPMENT PLAN
SITE PLAN

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

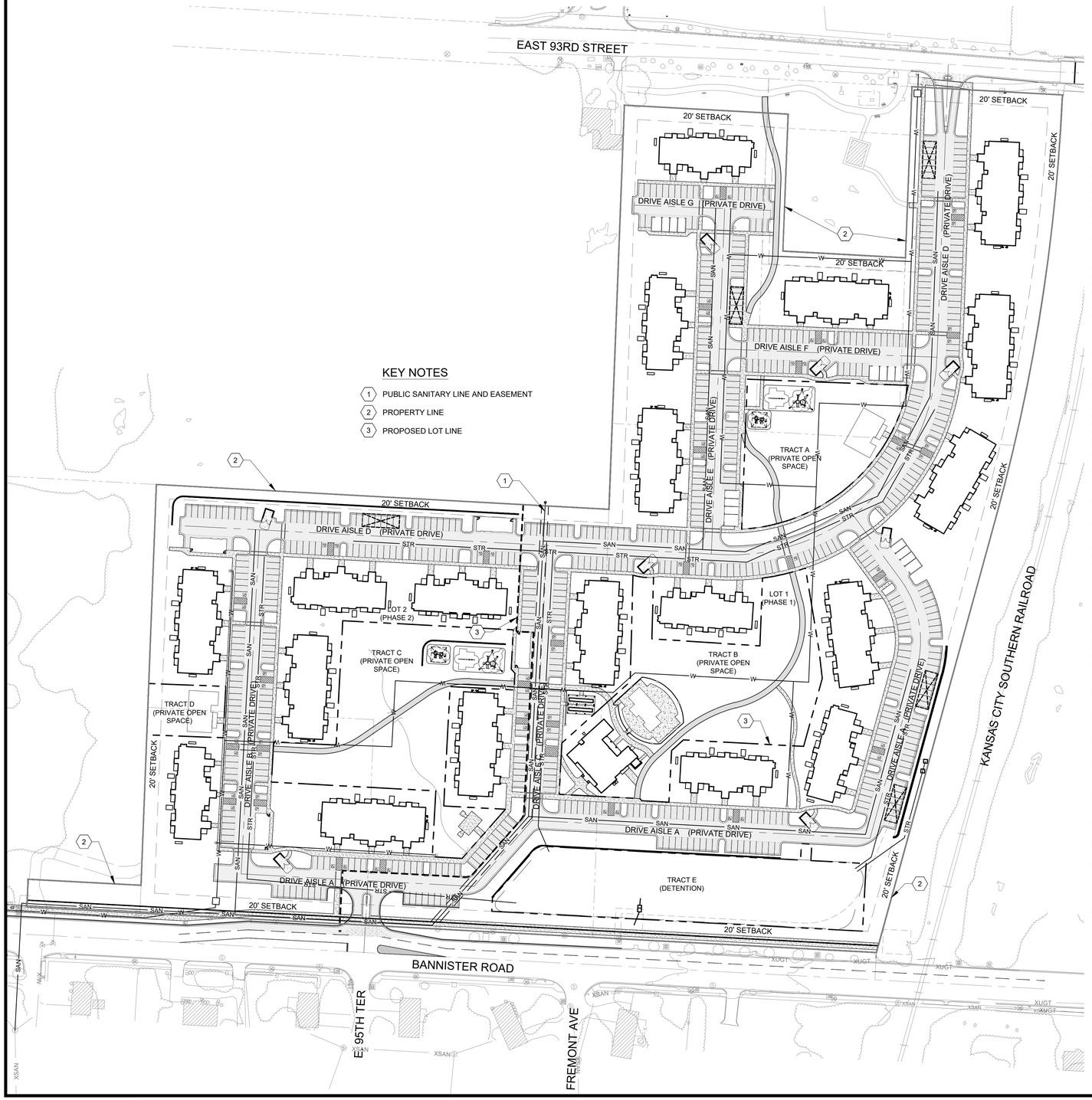
DRAWING NO.
C200

# TRAILS AT BANNISTER APARTMENT HOMES

## PRELIMINARY PLAT

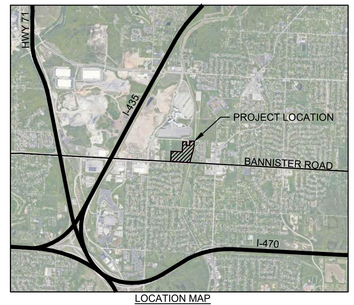
### LOCATED IN

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




## KEY NOTES

1. PUBLIC SANITARY LINE AND EASEMENT
2. PROPERTY LINE
3. PROPOSED LOT LINE




LOCATION MAP
*NOT TO SCALE*

KANSAS CITY, JACKSON COUNTY, MISSOURI

## LEGAL DESCRIPTION

TRACT 1: INTENTIONALLY OMITTED

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

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

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

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

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

## LEGEND

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

## LOT/TRACT INFO:

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

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

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

## NOTES:

ALL PROPOSED UTILITIES ARE PRIVATE
UNLESS OTHERWISE NOTED.

N

80 40 0 80


DEVELOPER:
PEDCOR INVESTMENTS, LLC
CONTACT NAME: COLIN PATTERSON
ADDRESS: ONE PEDCORE SQUARE
770 3RD AVENUE, SW
CARMEL, INDIANA 46032
PHONE: 317.989.6564
EMAIL: COPATTERSON@PEDCOR.NET

SURVEYOR:
MCCLURE
CONTACT NAME: STEVE WHITAKER
ADDRESS: 1700 SWIFT STREET, SUITE 100
NORTH KANSAS CITY, MO 64116
PHONE: 816.756.0444
EMAIL: SWHITAKER@MCCLUREVISION.COM

CIVIL ENGINEER:
MCCLURE
CONTACT NAME: PAUL OSBORNE
ADDRESS: 1700 SWIFT STREET, SUITE 100
NORTH KANSAS CITY, MO 64116
PHONE: 816.756.0444
EMAIL: POSBORNE@MCCLUREVISION.COM

ARCHITECT:
ROSEMANN AND ASSOCIATES
CONTACT NAME: MICHAEL GAILLARD
ADDRESS: 168 N. MERAMEC, AVE., SUITE 200
ST. LOUIS, MO 63105
PHONE: 816.728.2453
EMAIL: MGAILLARD@ROSEMANN.COM



MCCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS



NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.


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

REVISIONS

PROJECT INFO
210660-000

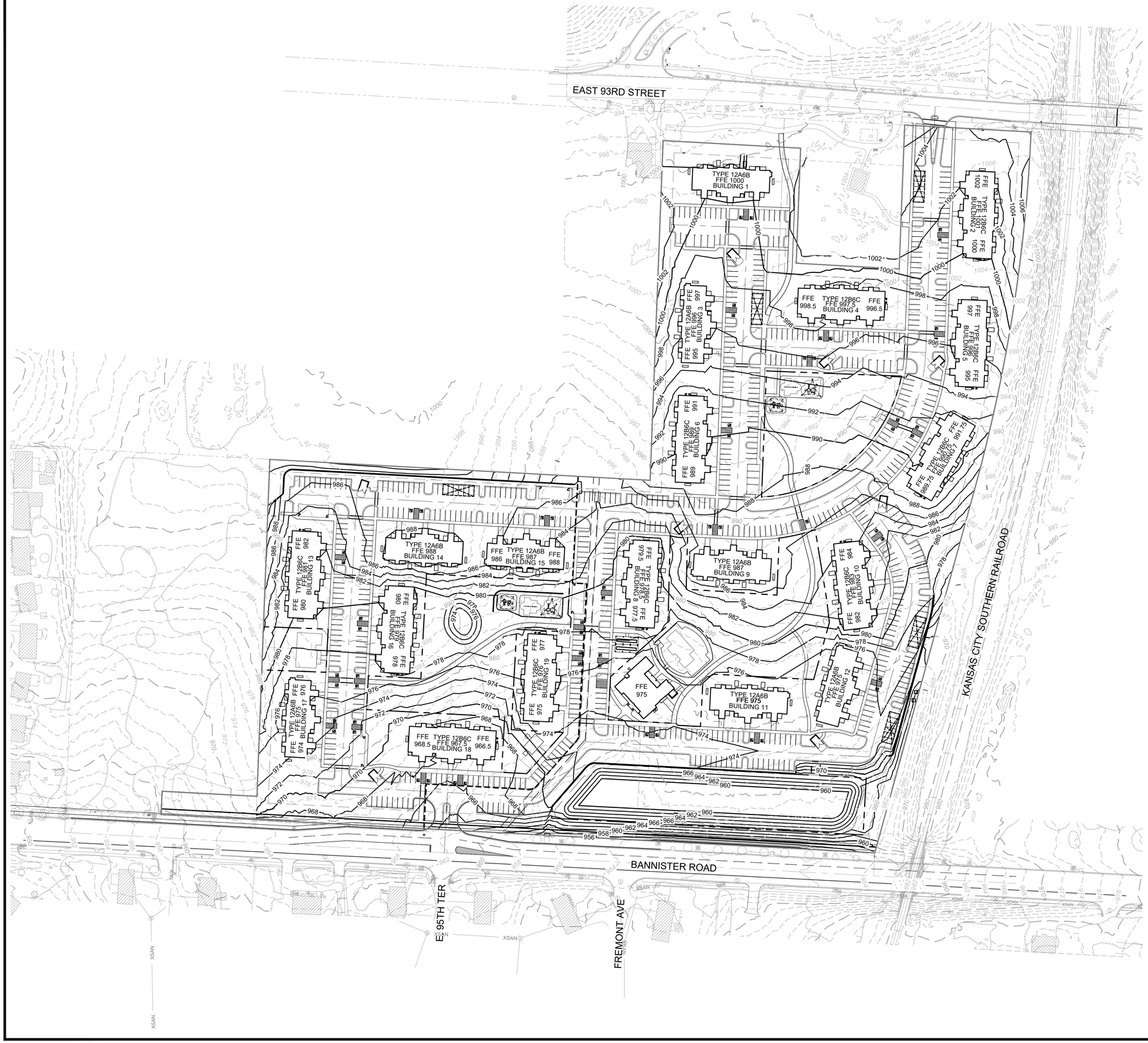
| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

UR PRELIMINARY DEVELOPMENT PLAN
PRELIMINARY PLAT

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

DRAWING NO.
C201




McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Libery,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

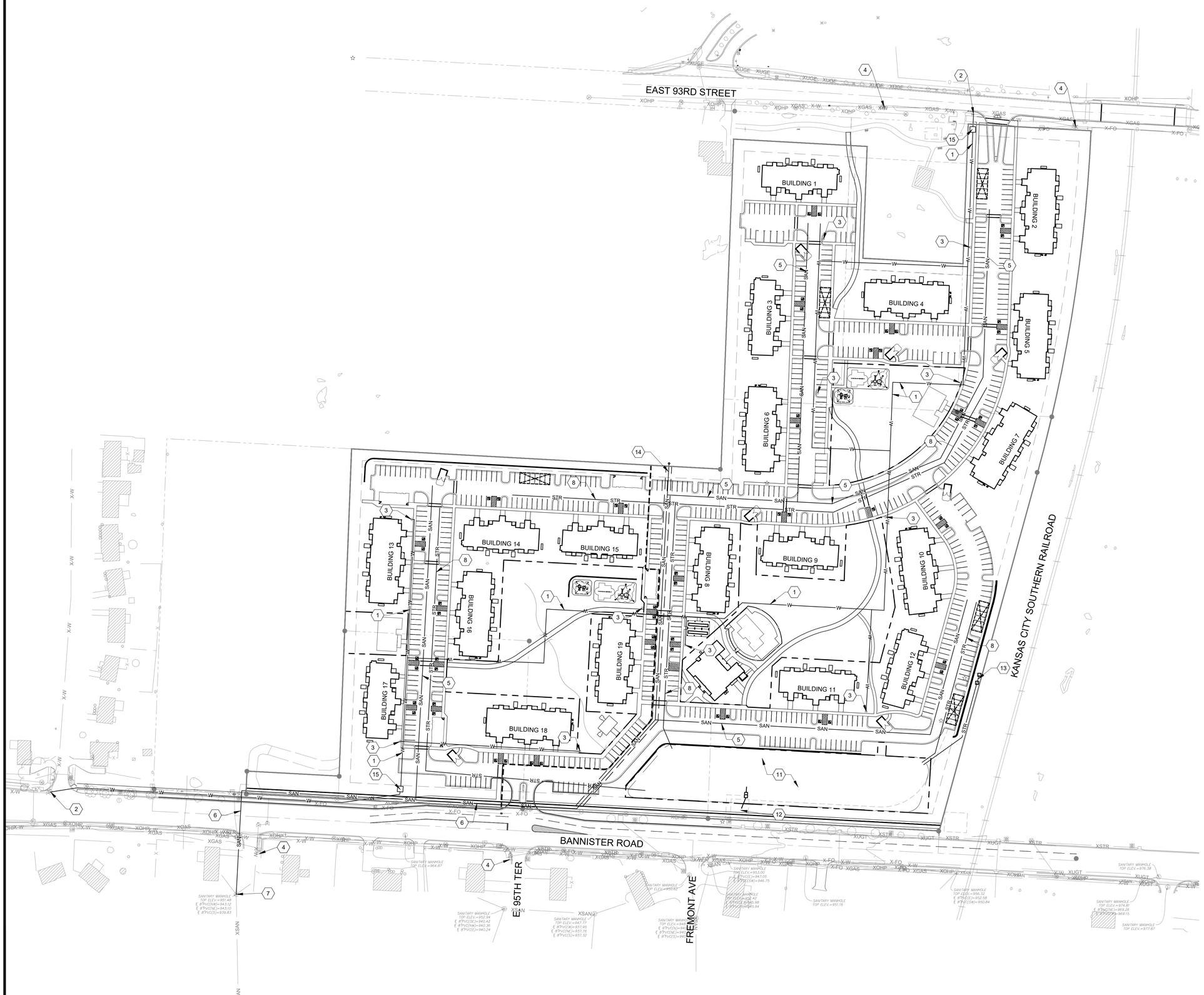
| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

## UR PRELIMINARY DEVELOPMENT PLAN
## GRADING PLAN

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

DRAWING NO.
C300




## KEY NOTES

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

## UTILITY LEGEND

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

N

80 40 0 80

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

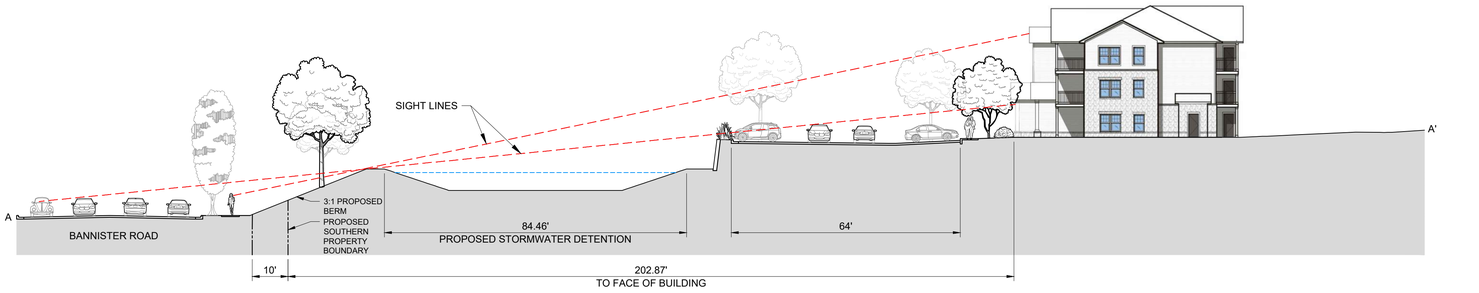
| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

## UR PRELIMINARY DEVELOPMENT PLAN
## UTILITY PLAN

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

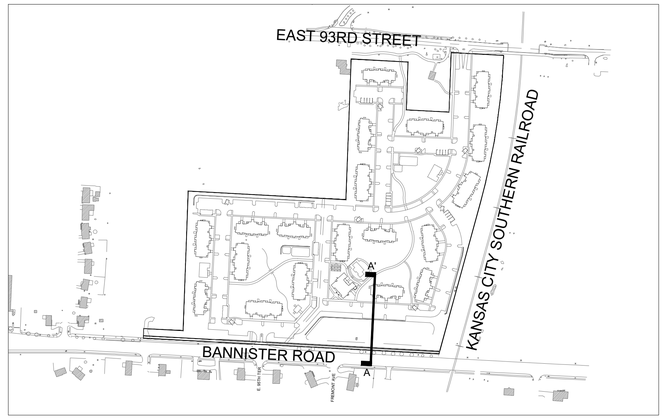
DRAWING NO.
C400




20 10 0 20

## 01 SECTION A

HORIZONTAL AND VERTICAL SCALE: 1" = 20'




## 02 SECTION KEY MAP

1" = 300'

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

UR PRELIMINARY DEVELOPMENT PLAN
SITE SECTION

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

DRAWING NO.
C500

LEGEND:

EXISTING TREES TO BE REMOVED (CANOPY COVERAGE SHOWN)

01 PHOTO LOCATION & VIEW SHED

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

02 EXISTING CYPRESS ALONG BANNISTER ROAD
NOT TO SCALE

03 EXISTING TREES LOOKING NORTH FROM BANNISTER ROAD
NOT TO SCALE

04 EXISTING TREES LOOKING NE FROM BANNISTER ROAD
NOT TO SCALE

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

UR PRELIMINARY DEVELOPMENT PLAN
TREE REMOVAL PLAN

P:\210600\06-DRAWINGS\LANDSCAPE\210600 TREE REMOVALS.DWG

DRAWING NO.
L001

## LANDSCAPE REQUIREMENTS

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

## PLANT SCHEDULE

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


McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS



NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.



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


REVISIONS

PROJECT INFO
210660-000

| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

## UR PRELIMINARY DEVELOPMENT PLAN
## LANDSCAPE PLAN

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

DRAWING NO.
L100

SIDE ELEVATION - ALL 12A6B BLDGS. C2

3/32"=1'-0"

SIDE ELEVATION - ALL 12A6B BLDGS. C1

3/32"=1'-0"

REAR ELEVATION - BLDGS. 3, 15 & 17 B2

3/32"=1'-0"

FRONT ELEVATION - BLDGS. 3, 15 & 17 B1

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"

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

3/32"=1'-0"

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

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

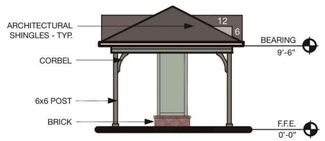
rosemann & ASSOCIATES P.C.
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
1526 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
w: www.rosemann.com
© 2021 Rosemann & Associates, P.C.
DENVER ▲ KANSAS CITY ▲ ST. LOUIS ▲ ATLANTA

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

UR PRELIMINARY DEVELOPMENT PLAN
ARCHITECTRUAL ELEVATIONS

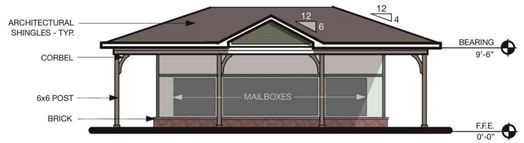
P:\21060\05-DRAWINGS\CIV\UR PRELIMINARY\210600 ARCH.DWG

DRAWING NO.
A100



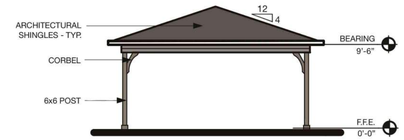

SIDE ELEVATION - MAIL KIOSK — C4

1/8"=1'-0"



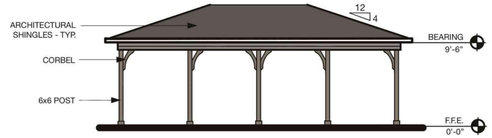

FRONT ELEVATION - MAIL KIOSK — C3

1/8"=1'-0"




SIDE ELEVATION - PAVILION — C2

1/8"=1'-0"




FRONT/REAR ELEVATION - PAVILION — C1

1/8"=1'-0"

SIDE ELEVATION - ALL 12B6C BLDGS. — B2

3/32"=1'-0"

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

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"

SIDE ELEVATION - ALL 12B6C BLDGS. — A2

3/32"=1'-0"

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

*SEE SITE PLAN FOR LOCATIONS

3/32"=1'-0"

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

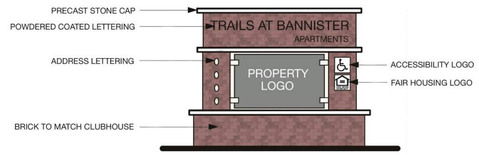
rosemann & ASSOCIATES P.C.
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
1526 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
w: www.rosemann.com
© 2021 Rosemann & Associates, P.C.
DENVER ▲ KANSAS CITY ▲ ST. LOUIS ▲ ATLANTA

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

UR PRELIMINARY DEVELOPMENT PLAN
ARCHITECTURAL ELEVATIONS

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

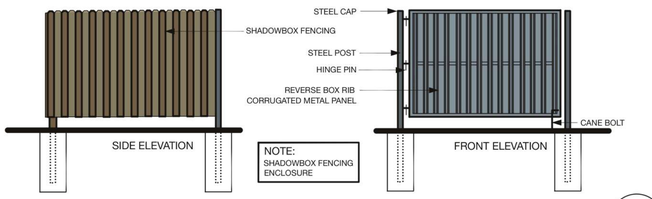
DRAWING NO.
A101



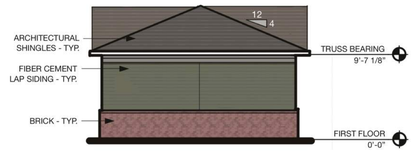

MONUMENT SIGN D3
1/4"=1'-0"

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

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




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




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

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

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

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

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

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

McCLURE
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities, or conflicts contained within the Plans and Specifications.

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

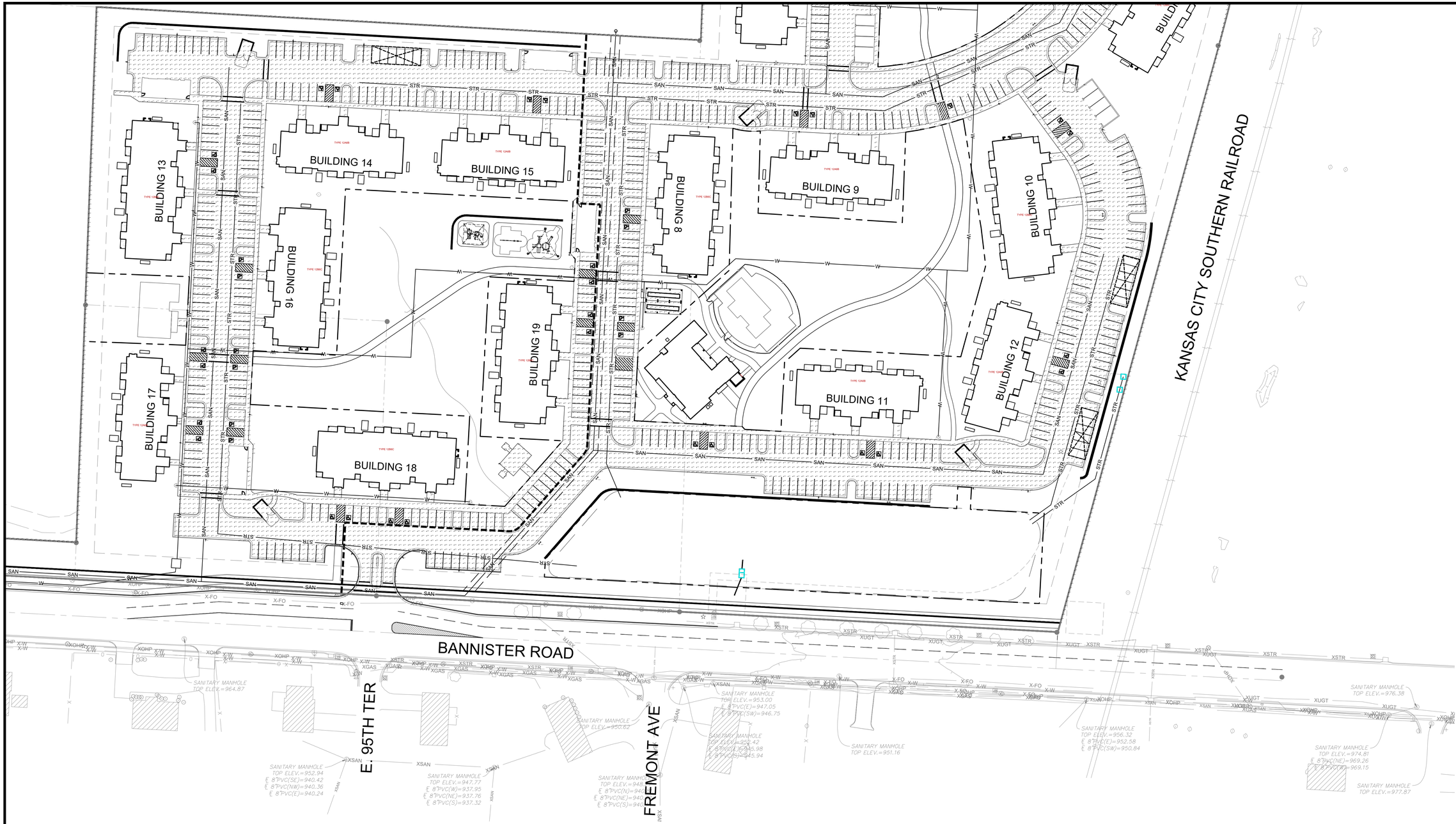
rosemann & ASSOCIATES P.C.
ARCHITECTURE
INTERIOR DESIGN
ENGINEERING
PLANNING
1526 Grand Boulevard
Kansas City, MO 64108-1404
p: 816.472.1448
w: www.rosemann.com
© 2021 Rosemann & Associates, P.C.
DENVER ▲ KANSAS CITY ▲ ST. LOUIS ▲ ATLANTA

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

UR PRELIMINARY DEVELOPMENT PLAN
ARCHITECTURAL ELEVATIONS

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

DRAWING NO.
A102




## Luminaire/Pole Schedule

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

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

N

50 25 0 50

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

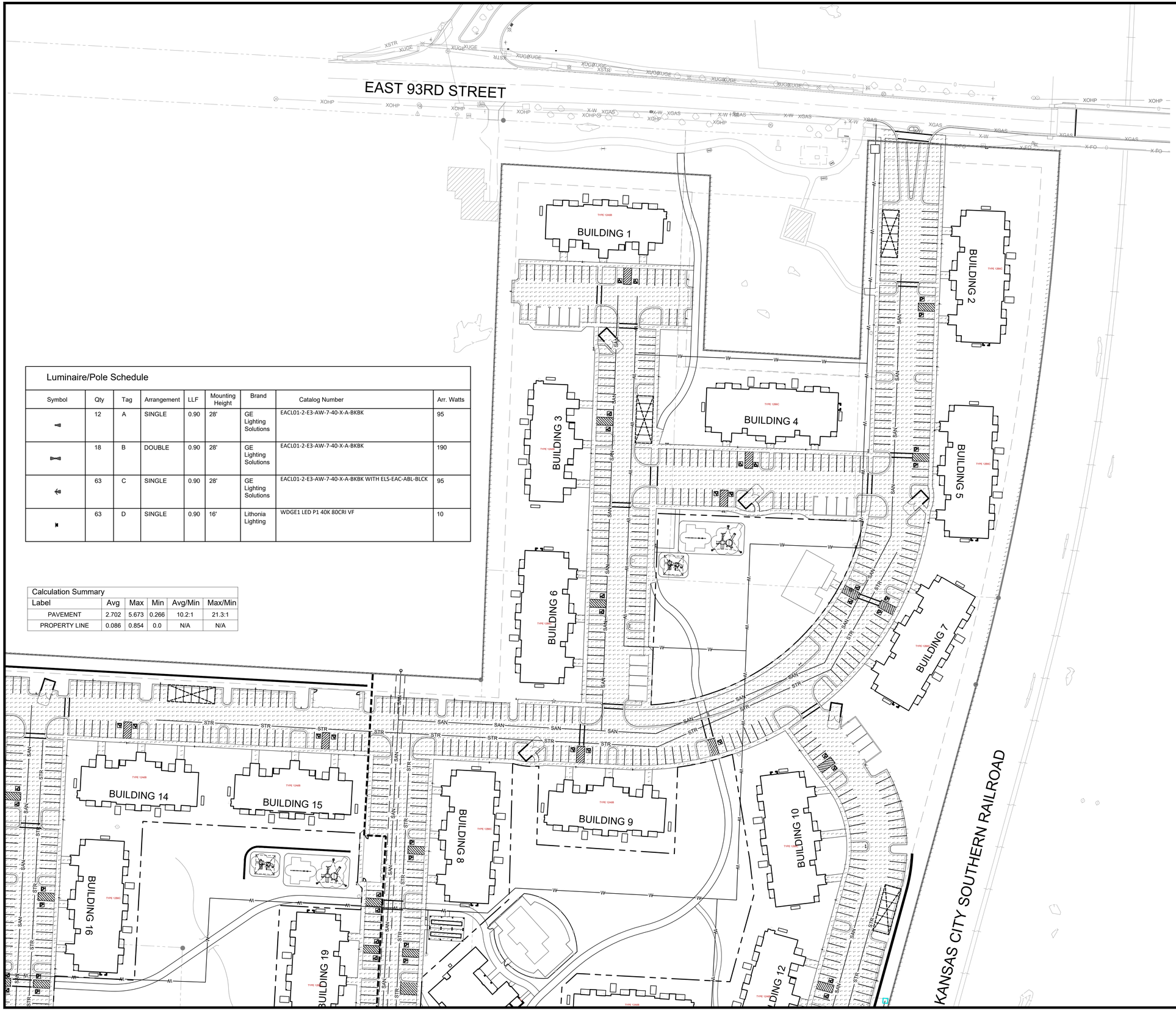
| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

## UR PRELIMINARY DEVELOPMENT PLAN
## PHOTOMETRIC PLAN

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

DRAWING NO.
E100




Luminaire/Pole Schedule

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

Calculation Summary

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

McCLURE™
1700 Swift Ave., Suite 100
North Kansas City, Missouri 64116
P 816-756-0444
F 816-756-1763
Ankeny,IA | Carroll,IA | Clive,IA
Cedar Rapids,IA | Fort Dodge,IA
North Liberty,IA | Sioux City,IA
Macon,MO | Columbia,MO
North Kansas City,MO
Lenexa, KS

NOTICE:
McClure Engineering Co. is not responsible or liable for any issues, claims, damages, or losses (collectively, "Losses") which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for Losses which arise from failure to obtain and/or follow the engineers' or surveyors' guidance with respect to any alleged errors, omissions, inconsistences, ambiguities, or conflicts contained within the Plans and Specifications.

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

REVISIONS

PROJECT INFO
210660-000

| ENGINEER | DRAWN BY | CHECKED BY |
|---|---|---|
| PJO | ELM | PJO |

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

UR PRELIMINARY DEVELOPMENT PLAN
PHOTOMETRIC PLAN

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

DRAWING NO.
E101

ROUSE FRETS WHITE GOSS
GENTILE RHODES, P.C.

PATRICIA R. JENSEN
pjensen@rousepc.com
816.502.4723

June 10, 2022

**VIA U.S. MAIL**

Adjacent Property Owners within 300 Feet

**Re: Trails at Bannister - CD-CPC-2022-00098**

Dear Adjacent Property Owners:

We represent Pedcor Investments, LLC concerning property located at 6601 E. 93rd Street and 6200 E. Bannister, generally located between Bannister Road on the south; E. 93rd Street on the north, Kansas City Southern Railroad on the east, and White Avenue on the west. We submitted an application to the City Plan Commission to request approval of a UR Development Plan for approximately 24 acres and Preliminary Plat to allow for the development of a 342-unit multifamily development (CD-CPC-2022-00098). Enclosed is a copy of the Site Plan and elevations from the UR Development Plan.

You are receiving this letter since City Code requires a public meeting be held regarding our application and that all property owners within 300 feet are invited to attend. This public meeting is an opportunity for you to come learn more about the application and to discuss these plans with the developer's representatives. You can read more about the process requirements at kcmo.gov/publieengagement. If you would like further information on this proposed project, please visit Kansas City's planning and permitting system, Compass KC, at Compasskc.kcmo.org. You may search by project type and address/case number to find project details.

The meeting will be held on Thursday, July 7, 2022 at 6:00 p.m. at the Blue Ridge Branch of the Mid-Continent Public Library at 9253 Blue Ridge Boulevard, Kansas City, Missouri 64138.

Any questions or concerns can be addressed to:

| | |
|---|---|
| Name: | Patricia R. Jensen |
| Email: | pjensen@rousepc.com |
| Phone: | (816) 502-4723 |
| Title/Role: | Attorney |
| Company: | Rouse Frets White Goss Gentile Rhodes, P.C. |
| Representing: | Pedcor Investments, LLC |

If you are unable to attend the meeting and you have questions or comments, please either call me or e-mail me at the above phone number/e-mail address.

{22440 / 71271; 959835. }

The applications will be heard by the City Plan Commission on Tuesday, July 19, 2022.

Very truly yours,

Patricia R. Jensen

PRJ:kab
enclosures

cc: Andrew Clarke, KCMO City Planning & Development Department, (via e-mail, w/ encl.)
City Planning and Development (via e-mail publicengagement@kcmo.org, w/ encl.)
Fairlane Homes Association (via e-mail fairlanehomeskc@gmail.com and U.S. Mail, w/ encl.)

{22440 / 71271; 959835. }

CITY OF KANSAS CITY, MISSOURI

CITY PLANNING & DEVELOPMENT

# Public Meeting Summary Form

Project Case # CD-CPC-2022-00098: Trails at Bannister

Meeting Date: 7.7.22

Meeting Location: Blue Ridge Library: 9253 Blue Ridge Blvd, KCMO 64138

Meeting Time (include start and end time): 6:00 - 6:45 pm

Additional Comments (optional):

**Trails at Bannister Apartments**
**NEIGHBORHOOD MEETING**
**July 7, 2022**

| SIGN-IN SHEET | |
|---|---|
| **NAME** | **CONTACT INFORMATION** |
| Michael Graf | Mike.111413@gmail.com<br>816-361-0174 |
| Margaret Graf | " "<br>" " |
| Sherri Kelley | 816-824-3034<br>Sl.Kelle@yahoo.com |
| Marilyn Jackson | 816-805-8232 |
| Melanie Elmore | 816-304-9794 |
| TERESA EDENS | 816-718-1514<br>teresaedens@hotmail.com |
| ANTHONY MALONE | amalone@mcclurevision.com |
| Paul Osborn | McClure |
| Turner Lesnick | Pedor |
| Patricia Jensen | Rouse Frets White Goss |
| Kellee Madigan | Rouse Frets White Goss |
| | |

{22440 / 71271; 962185. }

**Trails at Bannister Apartments**
**NEIGHBORHOOD MEETING**
**July 7, 2022**

| SIGN-IN SHEET | |
|---|---|
| **NAME** | **CONTACT INFORMATION** |
| Jason Osborne | Rosemann & Assoc. P.C. |
| Dawn Benato | 95-769-5600 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 220664

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

TRACT 1: Intentionally omitted

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

TRACT 3: All that part of Lot 4, lying Westerly of the right of way of the Kansas City Southern Railroad, of the Subdivision of Sechrest Estate, according to the recorded plat thereof made a part of the Commissioner's Report in Cause No. 2482, Mary Amanda Talley, et al. v. William Zimmerman, in the Circuit Court of Jackson County, Missouri, at Independence, of record in the Recorder's Office at Kansas City in Book B-1405 at page 171 as Document No. 846683, situate in Kansas City, Jackson County, Missouri. Less and except: The north 70 feet of the following described land: Beginning 786 feet north and 209.09 feet east of the southwest corner of said Lot 4; thence East 209.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 209.09 feet; thence South 534.89 feet to the point

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

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

TRACT 5: Part of the Southeast Quarter of the Northwest Quarter of Section 25, Township 48, Range 33, including a part of Lot 3, Subdivision of Sechrest Estate, a subdivision all in Kansas City, Jackson County, Missouri, described as follows: Beginning at the southwest corner of said Quarter Quarter Section, thence east

along the south line of said Quarter Quarter Section, 330 feet; thence north parallel with the west line of said Quarter Quarter Section 335 feet; thence west parallel with the south line of said Quarter Quarter Section, 330 feet to the west line of said Quarter Quarter Section; thence south along said west line 335 feet to the point of beginning, except that part in Bannister Road.

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

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

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

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

2. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that all landscaping required of the approved plan has been installed in accordance with the plan and is healthy prior to a certificate of occupancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Aerial fire apparatus access roads shall be provided for any building that is 30 feet in height or greater. Aerial fire apparatus roads are a minimum 26 feet wide, at least 15 feet away from the building but not more than 30 feet from the structure. (IFC-2018 § D105).

32. The developer shall be responsible for dedication of parkland, private open space in lieu of parkland, or payment of cash-in-lieu of either form of dedication, or any combination thereof in accordance with 88-408. Should the developer choose to pay cash-in-lieu of dedicating all or a portion of the required area, the amount due shall be based upon the (2022) acquisition rate of ($64,220.18) per acre. This requirement shall be satisfied prior to recording the final plat or a certificate of occupancy, whichever is applicable to the project.

33. The developer shall submit a streetscape plan with street tree planting plan per 88-425-03 for approval by the Parks and Recreation Department's Forestry Division prior to beginning work in the public right-of-way along E. 93rd Street and Bannister Road.

34. A parks permit shall be obtained for any work/trail connection in Schumacher Park.

35. The developer shall ensure that water and fire service lines should meet current Water Services Department rules and regulations prior to a certificate of occupancy.

36. The developer shall have a water flow test done to ensure there is adequate water pressure to serve the development.

37. A full flow fire meter will be required when the fire protection service line serves more than one building, or combination service lines 6 inches and larger, or that have private fire hydrants connected to them.

38. The developer shall submit water main extension drawings for the proposed public main along Bannister Road between Belmont and White Avenues. Plans shall be prepared by a registered professional engineer in Missouri and submitted to the water main extension desk for review, acceptance and contracts per the Kansas City Water rules and regulations for water main extensions and relocations.

A copy of said UR development plan and preliminary plat is on file in the office of the City Clerk with this ordinance and made a part hereof.

Section C. That the Council finds and declares that before taking any action on the proposed amendment hereinabove, all public notices and hearings required by the Zoning Ordinance have been given and had.

---

I hereby certify that as required by Chapter 88, Code of Ordinances, the foregoing ordinance was duly advertised and public hearings were held.

Authenticated as Passed

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

AUG 18 2022

Date Passed

Secretary, City Plan Commission

Approved as to form and legality:

Sarah Baxter

Senior Associate City Attorney

# COMMUNITY PROJECT/REZONING

**220664**

**Ordinance Number**

## Ordinance Fact Sheet

**Case No.** CD-CPC-2022-00098

**Brief Title**

A request to approve a UR Development Plan and Preliminary Plat for 342 residential units on about 24 acres generally located between Bannister Road and E. 93rd Street (CD-CPC-2022-00098).

**Details**

**Location:** 6200 E. Bannister Road

**Reason for Legislation:** Approval of a rezoning to UR development plan requires City Council approval

**See attached City Plan Commission Staff Report for a detailed description and analysis of proposal.**

**See attached City Plan Commission Disposition Letter for the Commission's recommended conditions (if any).**

**SUMMARY OF CHANGES FOLLOWING CITY PLAN COMMISSION:**

- Staff removed condition #7 from the CPC staff report per the CPC's recommendation.
- Staff revised condition #8 from the CPC staff report when the applicant uploaded revised plans.
- Condition #10 from the CPC staff report was resolved prior to NPD with the applicants revised plans

**Positions/Recommendations**

| | |
|---|---|
| **Sponsors** | Jeffrey Williams, AICP, Director Department of City Planning & Development |
| **Programs, Departments or Groups Affected** | 5th District (Barnes, Parks-Shaw) |
| **Applicants / Proponents** | **Applicant** Patricia Jensen<br>Rouse Frets White Goss Gentile Rhodes, P.C.<br><br>**City Department**<br>City Planning & Development<br>**Other** |
| **Opponents** | **Groups or Individuals** N/A<br><br>**Basis of Opposition** N/A |
| **Staff Recommendation** | [X] **For**<br>[ ] **Against**<br><br>**Reason Against** |
| **Board or Commission Recommendation** | City Plan Commission (5-0) (07-19-2022)<br>By (Allender, Beasley, Enders, Hill, Sadowski)<br>[ ] **For** [ ] **Against** [ ] **No Action Taken**<br>[X] **For, with revisions or conditions** (see details column for conditions) |
| **Council Committee Actions** | [ ] **Do Pass**<br>[ ] **Do Pass (as amended)**<br>[ ] **Committee Sub.**<br>[ ] **Without Recommendation**<br>[ ] **Hold**<br>[ ] **Do not pass** |

| | | | |
|---|---|---|---|
| **Fact Sheet Prepared By:** | **Date:** **07/20/2022** | | |
| Andrew Clarke<br>Staff Planner | | | |
| | | **Initial Application Filed:** | 05-27-2022 |
| **Reviewed By:** | **Date:** **07/20/2022** | **City Plan Commission Action:** | 07-19-2022<br>Approval with conditions |
| Joseph Rexwinkle<br>Division Manager | | **Revised Plans Filed:**<br>**On Schedule:**<br>**Off Schedule Reason:** | 07-20-2022<br>Yes |
| **Reference Numbers:**<br>Case No. CD-CPC-2022-00098 | | | |

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

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

PEDCOR COMPANIES

# Overview / Request

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

# About Pedcor

21
STATES

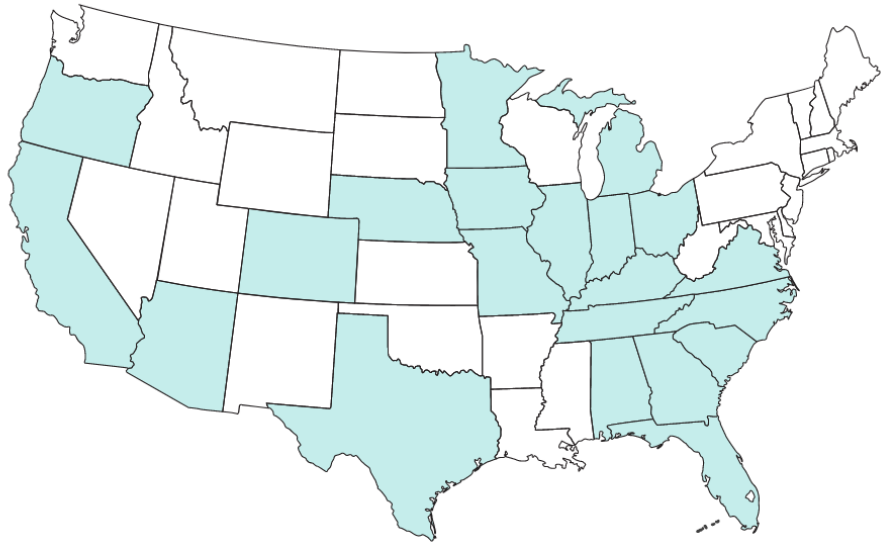
34
YEARS

186
COMMUNITIES

33,131
APARTMENT UNITS

## Changing lives in new communities each year.

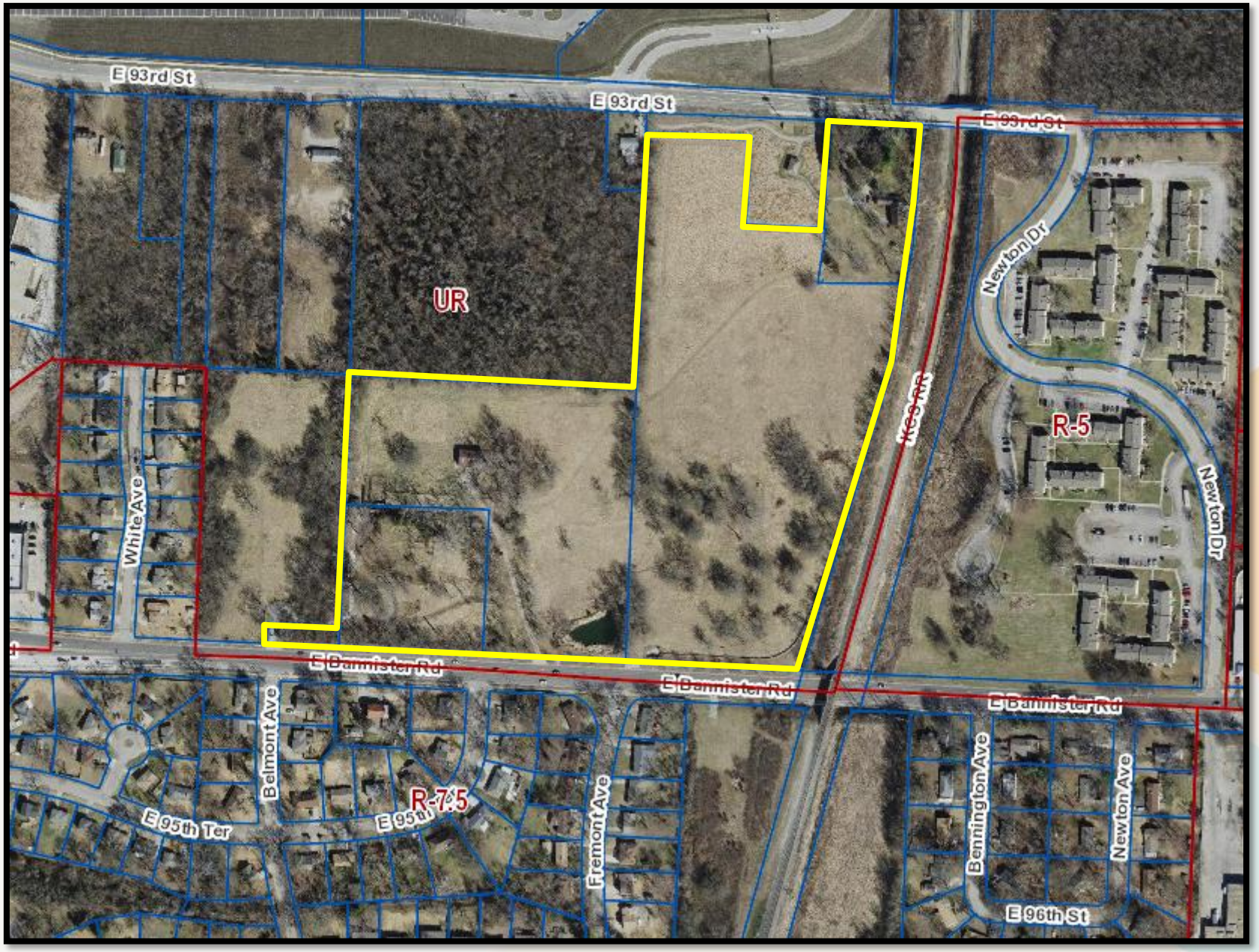
Our developments have been improving quality of life for our residents for more than three decades across the nation.



# We will be there every step of the way

PEDCOR COMPANIES

# KCMO City Parcel Viewer Map and Zoning



# Photos – Bannister Road

Looking north at property

# Photos – Bannister Road

Looking east on Bannister Road

Looking west on Bannister Road

# Photos - E. 93rd Street

Looking south
Property south of Schumacher Park

# Photos - E. 93rd Street

Looking west E. 93rd Street; Property on left

# Public Engagement

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

PEDCOR COMPANIES

# Development Details

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

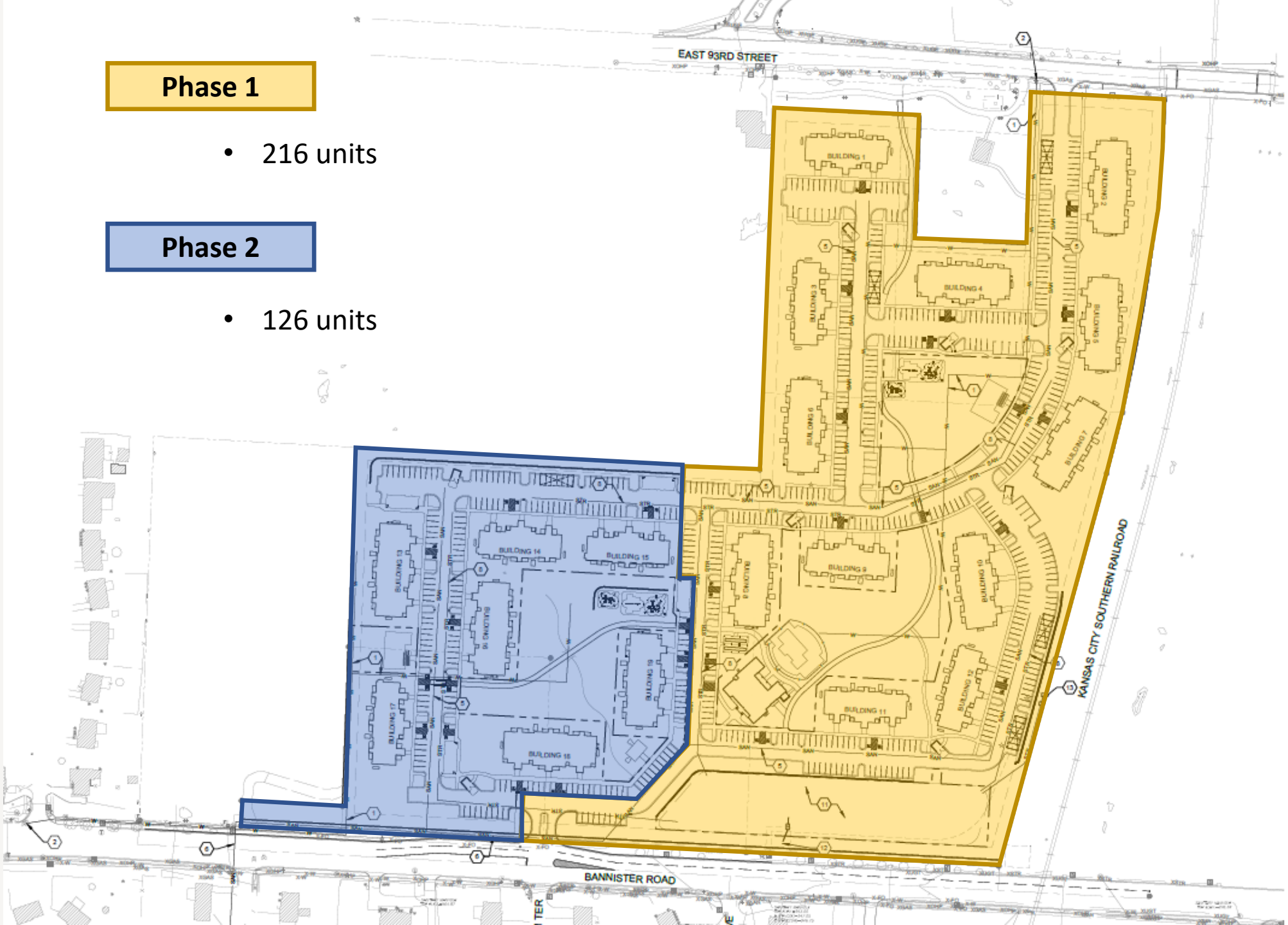
PEDCOR COMPANIES

**Phase 1**

- 216 units

**Phase 2**

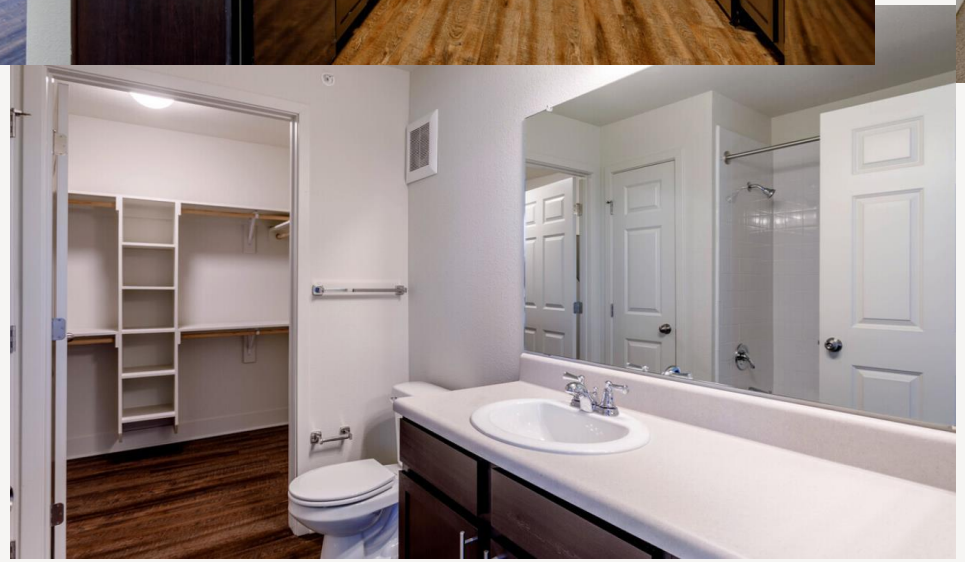
- 126 units



# Trails at Bannister Apartment Homes

PEDCOR COMPANIES

# Unit Features



# Clubhouse Amenities

PEDCOR COMPANIES

# Elevations

PEDCOR COMPANIES

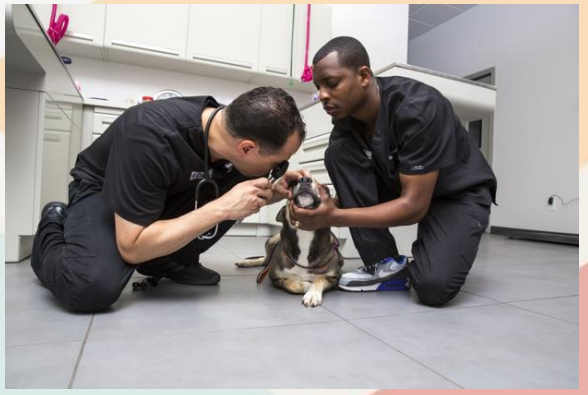
# A Perfect Fit

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

PEDCOR COMPANIES

# Who's Moving In?

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



# Who's Moving In?

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

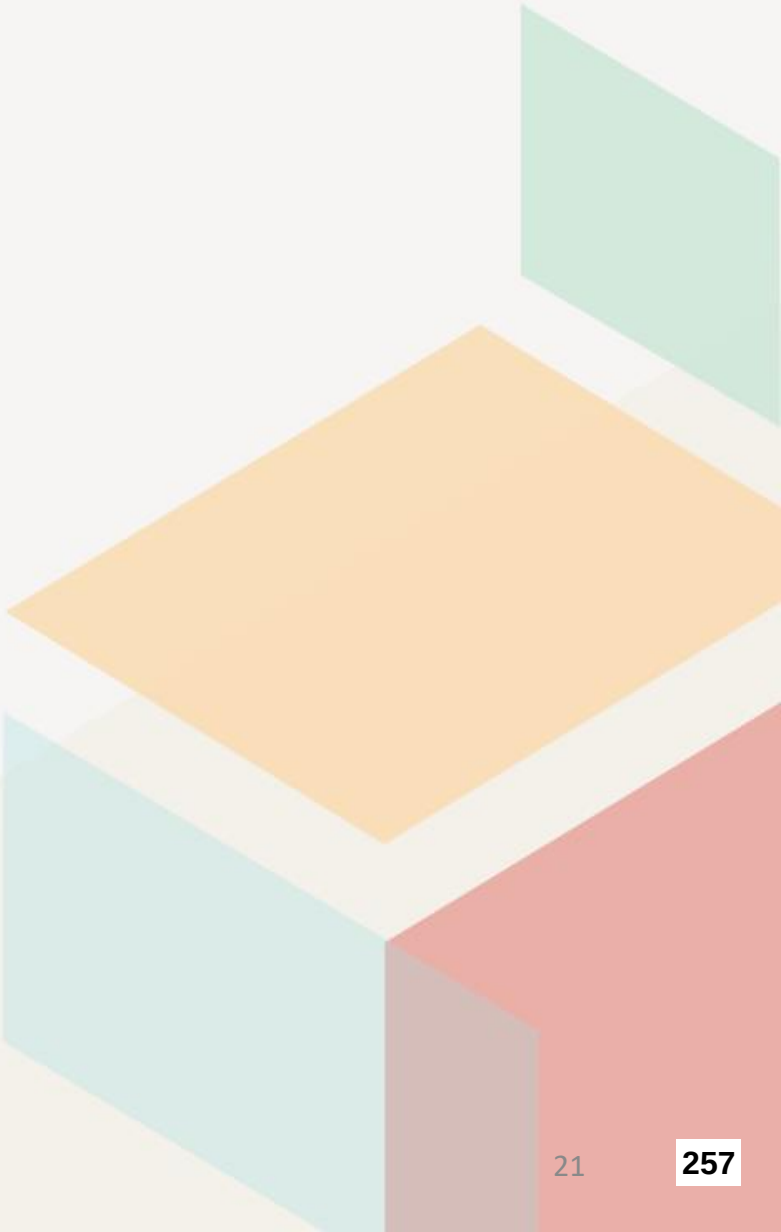
# Request

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

# Trails at Bannister Apartment Homes

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

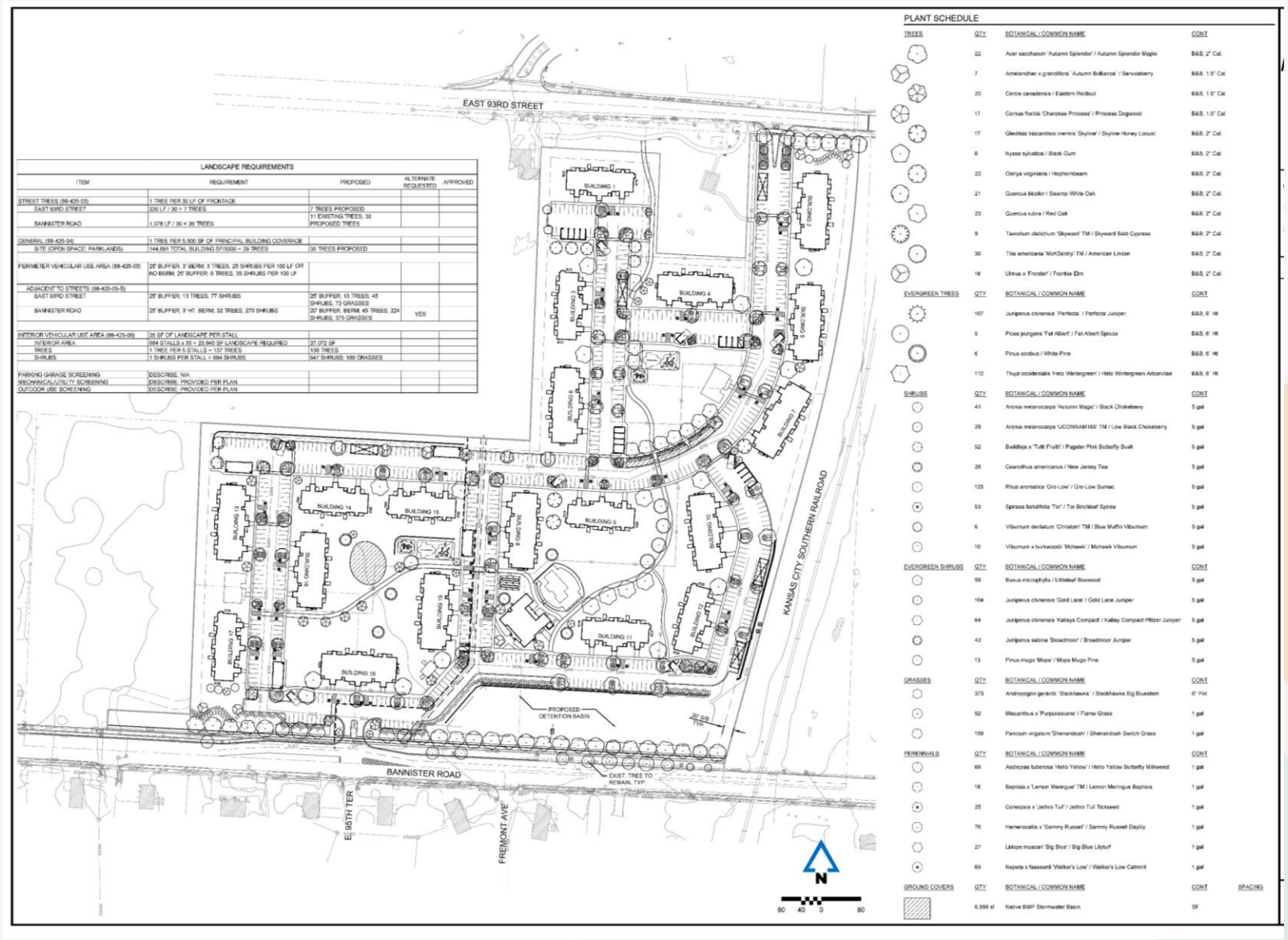
PEDCOR COMPANIES



PEDCOR COMPANIES

# 6601 E 93rd Street

# UR Development Plan – Site Plan




LANDSCAPE REQUIREMENTS

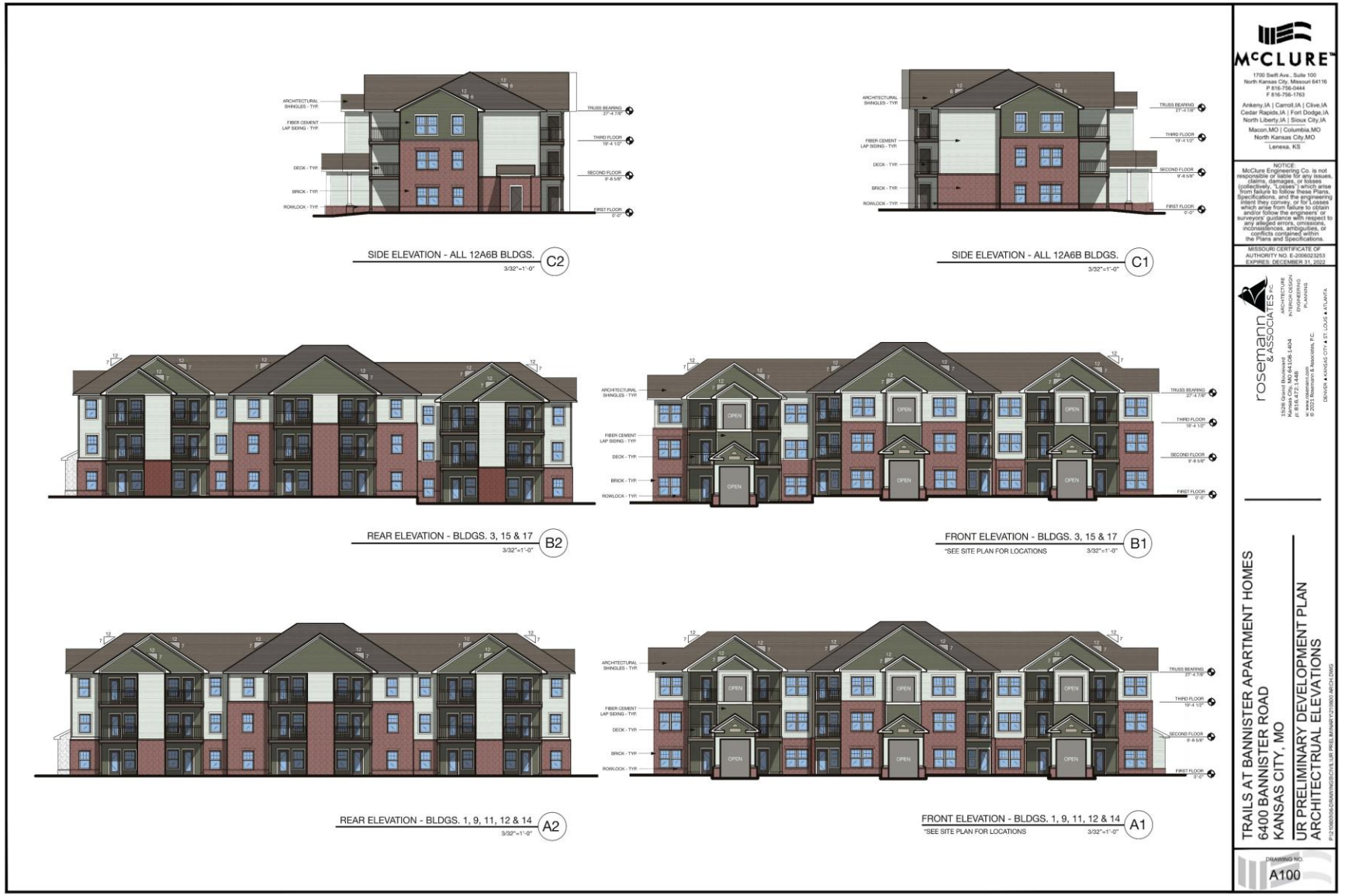
| ITEM | REQUIREMENT | PROPOSED | ALTERNATE REQUESTED | APPROVED |
|---|---|---|---|---|
| STREET TREES (88-425-03) | 1 TREE PER 30 LF OF FRONTAGE | | | |
| EAST 93RD STREET | 220 LF / 30 = 7 TREES | 7 TREES PROPOSED | | |
| BANNISTER ROAD | 1,078 LF / 30 = 36 TREES | 11 EXISTING TREES, 30 PROPOSED TREES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

PLANT SCHEDULE

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

PEDCOR COMPANIES

# UR Development Plan – Elevations



# UR Development Plan – Elevations

# UR Development Plan – Elevations

# Rent Structure

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

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

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

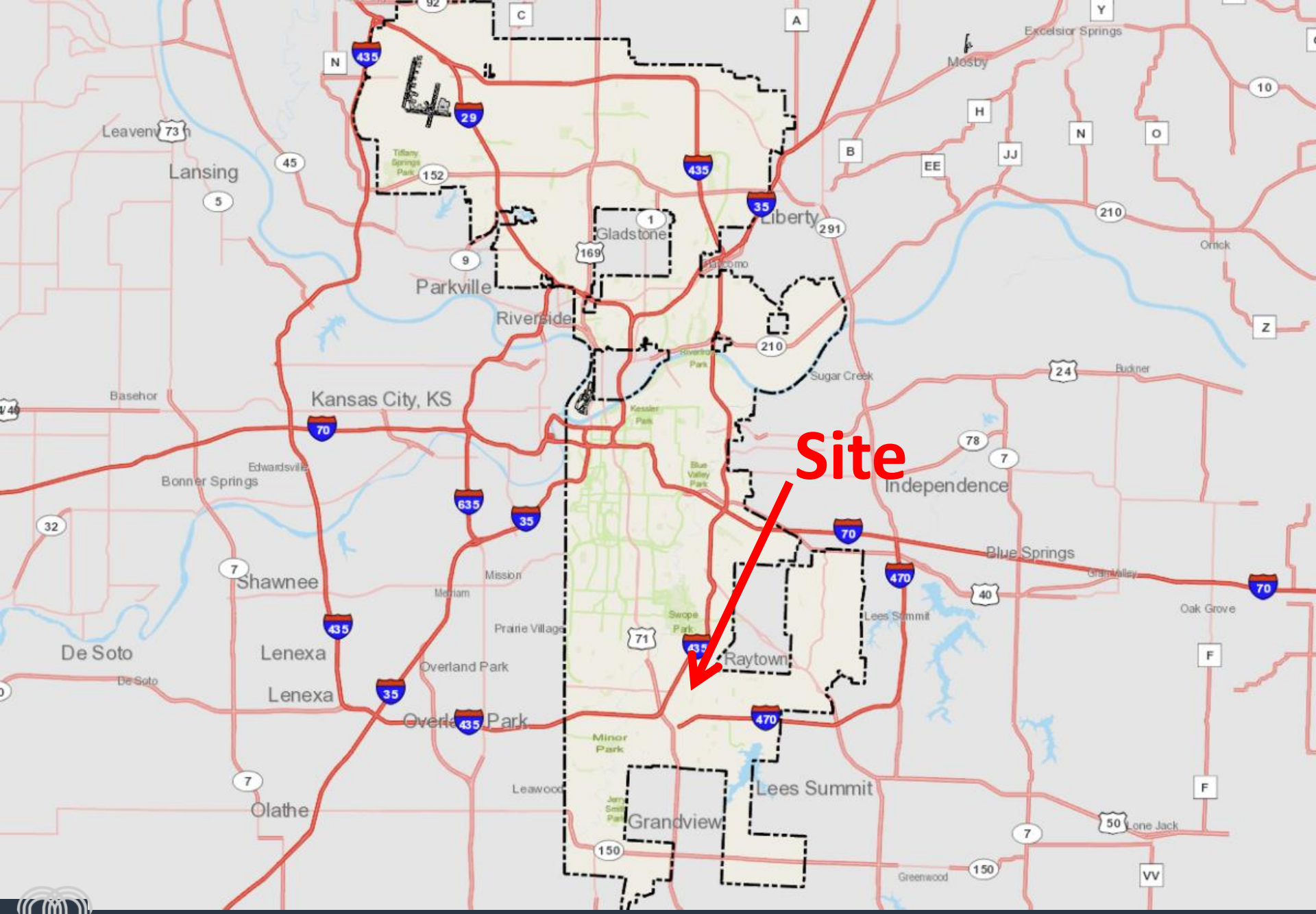
PEDCOR COMPANIES

Docket #12

# Case No. CD-CPC-2022-00098

**6200 E. Bannister Road**
***The Trails at Bannister***

**Rezoning to UR**
**Development Plan (Residential) & Preliminary Plat**


Site
Kansas City, KS
Independence
Blue Springs
Lees Summit
Raytown
Grandview
Overland Park
Lenexa
Olathe
De Soto
Shawnee
Bonner Springs
Parkville
Riverside
Gladstone
Liberty
Lansing
Leavenworth
Basehor
Edwardsville
Mission
Prairie Village
Leawood
Greenwood
Lone Jack
Oak Grove
Excelsior Springs
Mosby
Orrick
Sugar Creek
Buckner

KANSAS CITY Planning & Dev

# Case No. CD-CPC-2022-00098

KANSAS CITY Planning & Dev

# Case No. CD-CPC-2022-00098

View looking north from Bannister

KANSAS CITY Planning & Dev

# Case No. CD-CPC-2022-00098

View looking northwest from Bannister

KANSAS CITY Planning & Dev

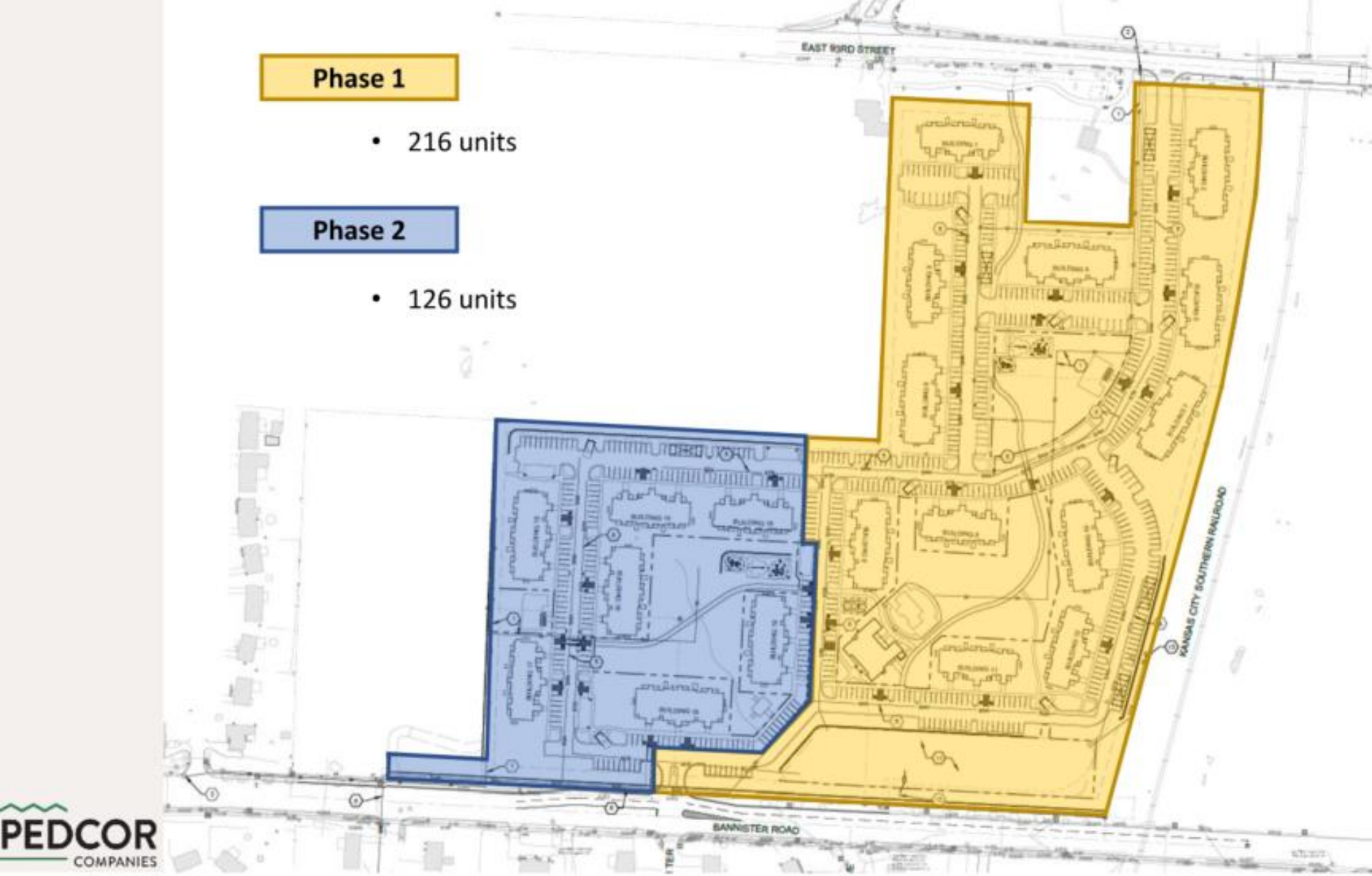
Case No. CD-CPC-2022-00098

View looking southwest from E. 93rd Street

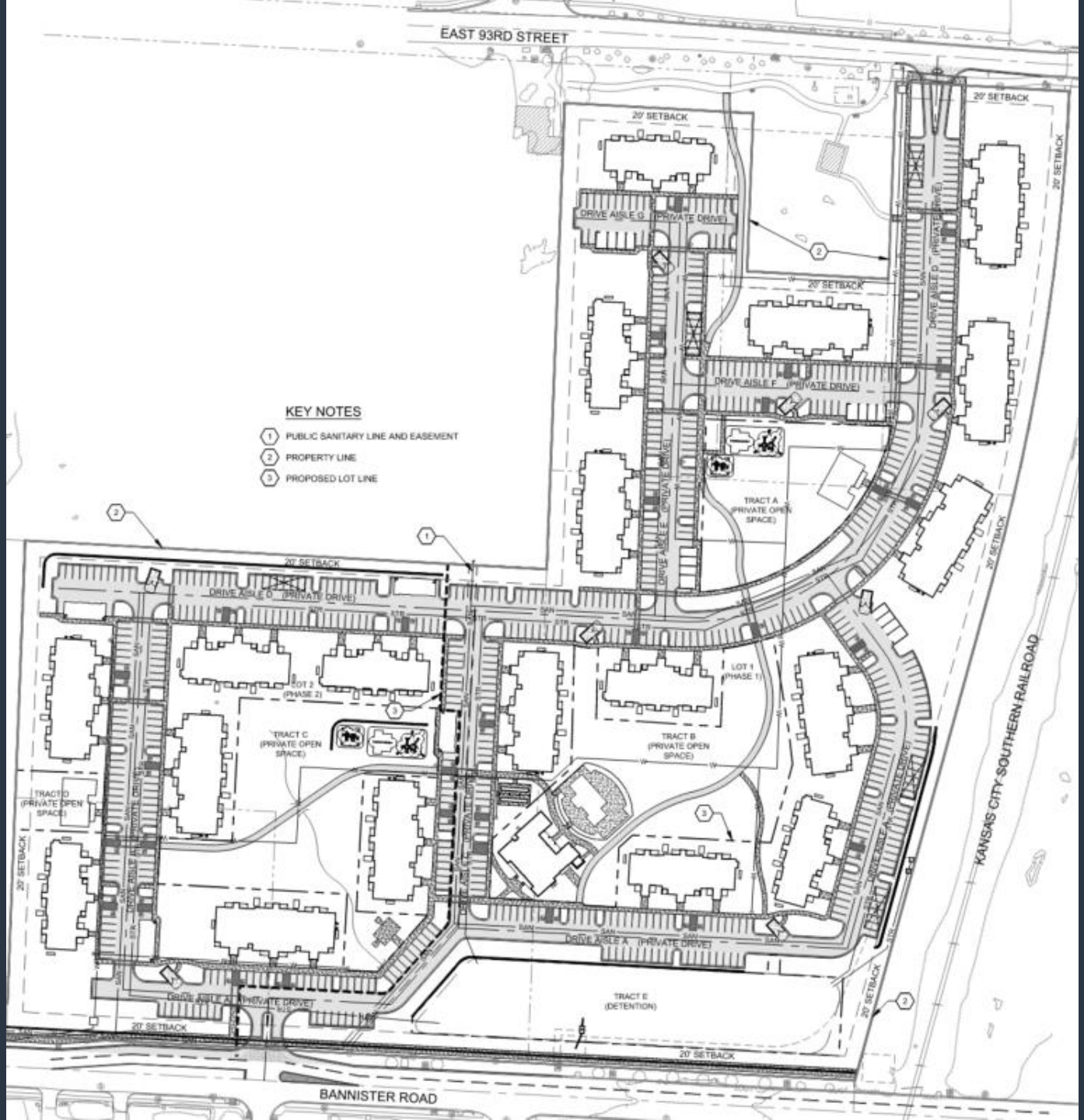
View looking east-southeast from E. 93rd Street

KANSAS CITY Planning & Dev

# Case No. CD-CPC-2022-00098

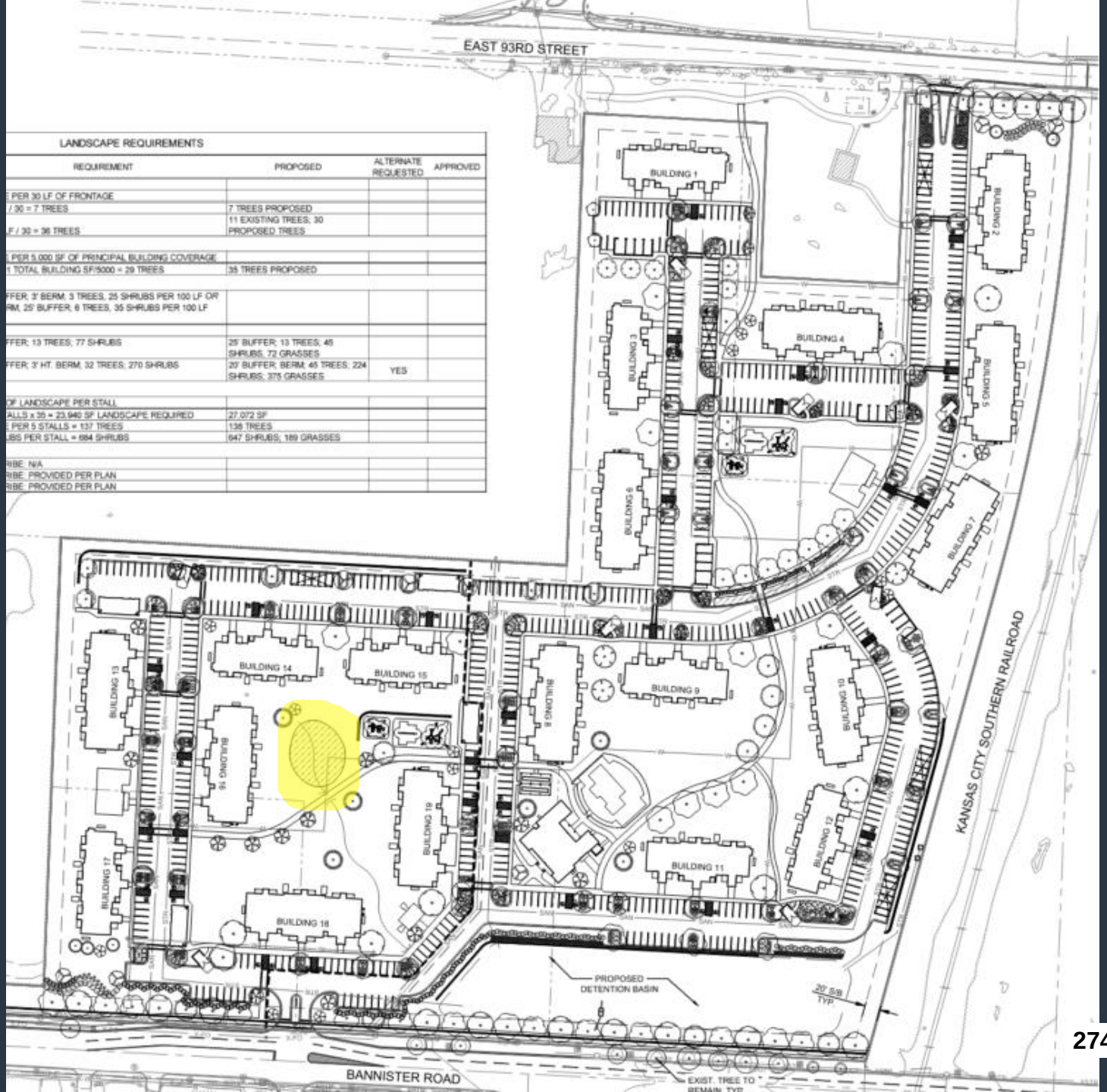

Phase 1
• 216 units
Phase 2
• 126 units
EAST 93RD STREET
BANNISTER ROAD
KANSAS CITY SOUTHERN RAILROAD
PEDCOR
COMPANIES

# Site Plan




KANSAS CITY
Planning & Dev

# Landscape Plan



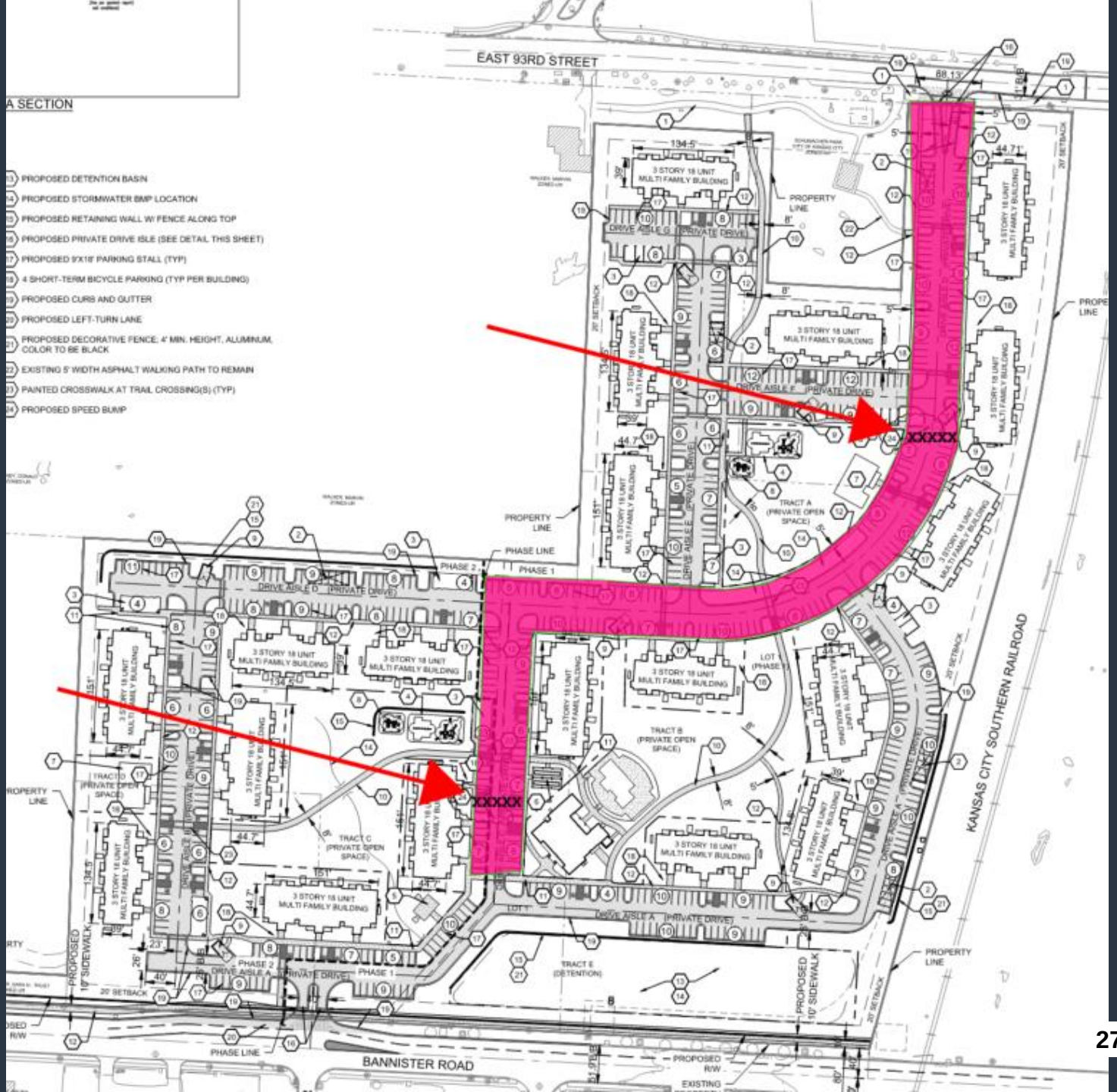

LANDSCAPE REQUIREMENTS

| REQUIREMENT | PROPOSED | ALTERNATE REQUESTED | APPROVED |
|---|---|---|---|
| E PER 30 LF OF FRONTAGE | | | |
| / 30 = 7 TREES | 7 TREES PROPOSED | | |
| LF / 30 = 36 TREES | 11 EXISTING TREES; 30 PROPOSED TREES | | |
| | | | |
| PER 5,000 SF OF PRINCIPAL BUILDING COVERAGE | | | |
| TOTAL BUILDING SF/5000 = 29 TREES | 35 TREES PROPOSED | | |
| | | | |
| FFER; 3' BERM, 3 TREES, 25 SHRUBS PER 100 LF OR RM, 25' BUFFER, 6 TREES, 35 SHRUBS PER 100 LF | | | |
| | | | |
| FFER; 13 TREES; 77 SHRUBS | 25' BUFFER; 13 TREES; 45 SHRUBS; 72 GRASSES | | |
| FFER; 3' HT. BERM; 32 TREES; 270 SHRUBS | 20' BUFFER; BERM; 45 TREES; 224 SHRUBS; 375 GRASSES | YES | |
| | | | |
| OF LANDSCAPE PER STALL | | | |
| ALLS x 35 = 23,940 SF LANDSCAPE REQUIRED | 27,072 SF | | |
| E PER 5 STALLS = 137 TREES | 138 TREES | | |
| UBS PER STALL = 684 SHRUBS | 647 SHRUBS; 189 GRASSES | | |
| | | | |
| RIBE: N/A | | | |
| RIBE: PROVIDED PER PLAN | | | |
| RIBE: PROVIDED PER PLAN | | | |

KANSAS CITY Planning & Dev

ARCHITECTURAL SHINGLES - TYP.
FIBER CEMENT LAP SIDING - TYP.
DECK - TYP.
BRICK - TYP.
ROWLOCK - TYP.
OPEN
OPEN
OPEN
OPEN
OPEN
OPEN
TRUSS BEARING 27'-4 7/8"
THIRD FLOOR 19'-4 1/2"
SECOND FLOOR 9'-8 5/8"
FIRST FLOOR 0'-0"

# Pedestrian Safety




KANSAS CITY Planning & Dev

Staff is seeking the removal of condition #7

***Revise plans to show raised pedestrian crossing at building #7 and between buildings #19 and #8 (88-450-03-C) prior to ordinance request.***

The applicant stated that they cannot provide a raised pedestrian crossing due to accessible parking being in the area, the developer will install speed bumps near the two locations.

Pedestrian standards will be reviewed with each final plan for Phase I and Phase II

Staff is seeking a change to condition #8

*. The developer shall coordinate with Public Works to resolve all traffic safety related corrections along Bannister Road prior to ordinance request.*

The condition shall read:

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

# Staff Recommendation:

## Case No. CD-CPC-2022-00098

**Approval with Conditions**

KANSAS CITY
Planning & Dev

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260664
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

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

## Executive Summary

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

## Discussion

The City will submit to FIFA and relevant organizations a Host City Vision which solidifies our commitment to the principles that guide this global competition. The official Host City selection process is highly competitive and considers various factors such as city profile, stadiums, training facilities, local transportation, hotels, airports, and other infrastructure.

In order to be selected as a Host City, the City is required to submit an offer to FIFA in a Host City Agreement assenting to provisions and terms of the agreement. The 2031 FIFA World Cup activities may include, in addition to competition games, a Fan Fest to be held in Kansas City, and other related events. In connection with FIFA Women's World Cup 2031, the City will need to provide services, including police, fire, traffic, EMS and sanitation services, and transportation services to support the games and the related events and activities. The Council believes that the financial and other benefits to be obtained by the City greatly exceed the anticipated costs of providing City services for the 2031 FIFA World Cup and related events.

## Fiscal Impact

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

2. What is the funding source?
   This legislation does not appropriate funds.

3. How does the legislation affect the current fiscal year?
   This legislation does not appropriate funds.

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

It requires planning for including budgeted funds in FY29 and FY30.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   To be determined

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

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

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

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

**Additional Discussion (if needed)**
This legislation does not appropriate funds. It requires planning for including budget in FY29 and FY30.

## Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

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

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

   ☒ Develop strategies focusing on areas traditionally underserved by economic development and redevelopment efforts.
   ☐ Ensure quality, lasting development throughout the City; and continuing to grow the economy and the population of Kansas City in all areas.
   ☐ Increase and support local workforce development and small and locally owned businesses.

☐ Create a more efficient, solutions-oriented environment, making it easier to operate within the City.
☒ Implement an economic development and tourism strategy to attract major investment and visitors.
☐

## Prior Legislation

n/a

## Service Level Impacts

To be determined

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

**File #:** 260665

ORDINANCE NO. 260665

Sponsor: Mayor Quinton Lucas

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

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

WHEREAS, in order to be selected as a Host City, in addition to the Host City Agreement, the City is required to submit an offer in an Airport Agreement for KCI to be used in connection to the FIFA Women's World Cup 2031; and

WHEREAS, hosting games for the FIFA Women's World Cup 2031 and the related activities will result in a world-wide focus upon Kansas City; and

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to negotiate and execute an Airport Agreement for use of KCI, MKC, and ancillary services for the FIFA Women's World Cup 2031 and related events. The City Manager is authorized to modify the agreement to meet any Federal Aviation Administration requirements.

Section 2. That the Council hereby expresses its intent to provide the necessary funds to provide services at KCI to support the FIFA Women's World Cup 2031 games that will be played in Kansas City and all related events and activities.

Section 3. That the Council hereby directs the City Manager to include, in the submitted budget for fiscal years 2028-29 and 2029-30, the necessary funding to provide services at KCI,

MKC, and all other related contractual obligations contained in the Airport Agreement to support the FIFA Women's World Cup 2031 games that will be played in Kansas City and all related events and activities.

..end

Approved as to form:

Nelson V. Munoz
Deputy City Attorney

NO DOCKET

MEMO

PROVIDED

FOR 260665

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260665
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

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

## Executive Summary

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

## Discussion

The official Host City selection process is highly competitive and considers various factors such as city profile, airport, stadiums, training facilities, local transportation, hotels, and other infrastructure. In order to be selected as a Host City, in addition to the Host City Agreement, the City is required to submit an offer in an Airport Agreement for KCI to be used in connection to the FIFA Women's World Cup 2031. Hosting games for the FIFA Women's World Cup 2031 and the related activities will result in a world-wide focus upon Kansas City.

The Council believes that the financial and other benefits to be obtained by the City greatly exceed the anticipated costs of providing services at KCI for the FIFA Women's World Cup 2031 and related events.

## Fiscal Impact

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

2. What is the funding source?
   This legislation does not appropriate funds.

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

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   Unknown

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   To be determined

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

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

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

## Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

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

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

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

## Prior Legislation

n/a

## Service Level Impacts

To be determined

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

Docusign Envelope ID: 37259B15-6CC0-8843-80D3-44F91F9C0C1A

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

**Date:** 6/4/26
**Form Prepared By:** Ashley Wise

| | |
|---|---|
| Contract/Project Number: NA | Project Name: Kc Mothers In Charge |
| Developer/Prime: NA | Contact Information: ashley.wise@kcmo.org |
| Final Contract Value: $8800.32 | Project Manager: Ashley Wise |

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

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

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

Contract Type:

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

☑ Other: Lease agreement

Additional Information:

Authorizing the Director of General Services to execute a 3 year lease agreement with KC Mothers In Charge located at Mohart Center. This is a renewal lease agreement.

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

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

**The Document is:**

| | |
|---|---|
| ☒ Approved | ☐ Disapproved |

Changes Needed:

**Federal Provisions Included:**

| | | |
|---|---|---|
| ☐ Approved | ☐ Disapproved | ☒ Not Applicable |

CREO Signature: Signed by: Jason Curry 03B360DFEC59458... Date: 6/23/2026

**Comments:**