



**JACKSON COUNTY**  
DETENTION CENTER  
**SITE SELECTION**

APRIL 2021



# JACKSON COUNTY

DETENTION CENTER



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This document contains the best opinion of the authors at the time of issue.

This Document is prepared by JCDC Partners, LLC

Distribution limited to the Jackson County Legislature and Jackson County Detention Center Steering Committee

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# JACKSON COUNTY

DETENTION CENTER



# INTRODUCTION







# 1. INTRODUCTION

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Jackson County (“County”) requires a developable parcel of land suitable to serve the needs outlined within the Facility Program for the proposed new Jackson County Detention Center. In November 2020, JCDC Partners, LLC (JCDC), serving as Owner’s Representative, partnered with additional consultants to support the identification and acquisition of the future project site. The expanded team with additional real estate and engineering expertise was assembled to provide a comprehensive analysis. With Legislative approval, the County entered into a brokerage agreement with Newmark Zimmer to identify and ultimately assist in the acquisition of a site. Additionally, JCDC hired SK Design Group, Inc. for civil engineering services and TSI Geotechnical, Inc. for geotechnical engineering services to assist in the analysis of alternative sites.

JCDC worked with the Steering Committee to agree on the selection criteria for a site, the primary drivers being an optimum size of 50 acres and a travel distance of between 20-30 minutes to the two Courthouses and to Truman Medical Center. Subsequently, the Team began a process of identifying and vetting all viable project site options on behalf of the County, including properties that were listed for sale or that were potentially viable but were not on the market. Some of the identified sites had operating businesses on them. All options were presented to the Steering Committee in December 2020 and January, February, and March of 2021 for input and evaluation, short-listing, and, ultimately, for a recommendation for approval of the purchase by the County Legislature. Project updates were provided to the County Legislature and a designated Legislative Committee. Appendix A lists all Committee Members involved in the site selection phase of the project.

The identification and acquisition of a project site was also to include a public outreach plan. To successfully progress on any given site, the necessity for the engagement of the community was acknowledged. Identification and preparations for appropriate discussions with community leaders, neighborhood groups, and elected officials were developed in parallel with site identification and analysis. The location and construction of any new detention facility would be potentially controversial to adjacent property-owners and the community as a whole. This concern informed the identification and analysis of potential sites.

After determining a list of available and suitable sites, the developability and suitability of each identified site was analyzed by JCDC. The quantitative and qualitative criteria established by the Steering Committee would be the grounds upon which each site would be measured for its viability and was the first necessary step in the site procurement process.

## **1 | INTRODUCTION**

### **Jackson County Detention Center Facility Program – Site Selection | March 2021**

Key activities and results in the confidential site selection assessment process are documented in this report.

- **Site Selection Criteria**
- **Site Identification & Shortlisting**
- **Site Analysis**
- **Site Procurement**
- **Public Outreach Plan**

# JACKSON COUNTY

DETENTION CENTER



# SITE SELECTION CRITERIA





## 2. SITE SELECTION CRITERIA

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In November 2020, the County reviewed and approved a memo titled *Site Selection Criteria and Process* from JCDC that outlined the requirements for the future site of the Jackson County Detention Center. The detention center facility location will be based on the long-term needs of the Jackson County Justice System as informed by the Validation of Need and Programming phases of the project. A formalized process based on the following criteria was implemented to best determine the site's location.

The selected site must meet the following criteria:

- **Land Area** - Available developable land area of at least 50 acres without soil/rock issues and undermining limitations that would significantly increase costs or the need for wetland/waterway buffer areas that reduce developable land or create cumbersome approval processes, or onerous environmental concerns, etc. JCDC estimated that up to 30 acres would initially be developed into a campus setting.
- **Travel Distance** - A travel distance time of 20 to 30 minutes between the site and the downtown Jackson County Courthouse, East Jackson County Courthouse in Independence, Truman Medical Trauma Center, Kansas City, and other jurisdictions. This translates into a radius of between 5 to 10 miles from the downtown Courthouse.
- **Transit Access** - The availability of bus or other forms of public transit and the ease of highway or arterial access.
- **Image** - Opportunity for a positive facility image/civic presence with quality, safe surroundings, visibility, and limited adjacent residential or other sensitive issues.
- **Utilities** - Availability of adjacent public and private utilities, including sewer, power, gas, telephone, and data.

## 2 | SITE SELECTION CRITERIA

### Jackson County Detention Center Facility Program – Site Selection | March 2021

The selected site should also meet the following criteria:

- **Unincorporated** – If possible, be in unincorporated Jackson County to simplify approvals and jurisdictional issues regarding jail operations.
- **Convenient** - Be a convenient commute for the public and staff.
- **Effective** - Be cost effective and accommodate the Facility Program in an efficient manner.

After the establishment of the selection criteria, the County entered into a brokerage agreement with Newmark Zimmer to identify and ultimately assist in the acquisition of a site that generally meets the size and location criteria for the Team.



# JACKSON COUNTY

DETENTION CENTER



# SITE IDENTIFICATION AND SHORTLISTING

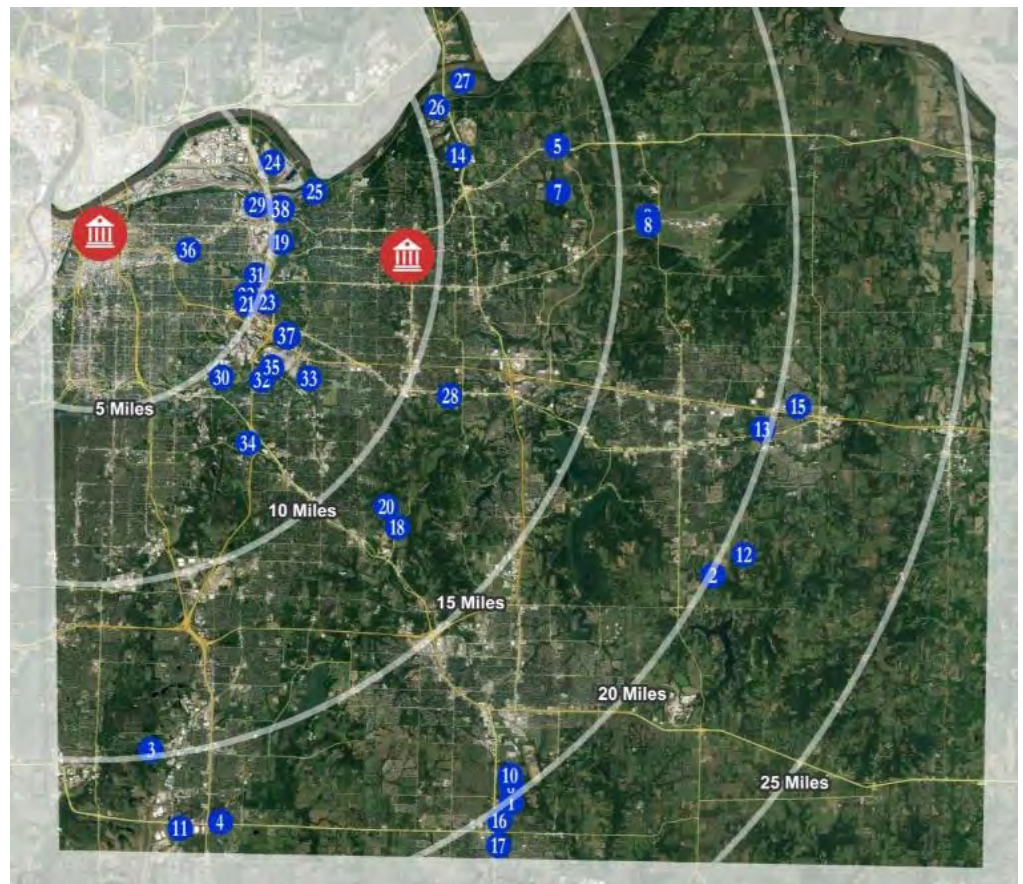


# 3. SITE IDENTIFICATION & SHORTLISTING

## Initial Property Search

The Team initially identified 38 sites for consideration throughout Jackson County based on the site selection criteria. The sites were located within eight different jurisdictions, including unincorporated Jackson County.

Figure 3.1 – Initial Site Identification



A list of the initial 38 site is provided in Table 3-1.



### 3 | SITE IDENTIFICATION

#### Jackson County Detention Center Facility Program – Site Selection | March 2021

**Table 3.1 – Initial Site List**

Site	Address	Jurisdiction	Distance	Bus Line	Acres	Cost	\$/SF	Landowner
# 1	3161 S 291 Hwy	Lees Summit	28 Minutes	On Bus Line	178	\$ 6,345,000.00	\$ 0.82	Shamrock Hills Inc.
# 2	SE Wyatt Rd	Blue Springs	28 Minutes	5 Miles to Bus Line	153.81	\$ 2,307,150.00	\$ 0.34	Land Bank of Blue Springs
# 3	3101 Robinson Pike Rd	Grandview	23 Minutes	1.5 Miles to Bus Line	135.62	\$ 1,300,000.00	\$ 0.22	Cynthia M Giss
# 4	NEC of 150 Hwy & I-49	Grandview	21 Minutes	2.5 Miles to Bus Line	127.9	No List Price	\$ -	Metcalf Bank
# 5	Little Blue Parkway And Hwy 24	Independence	26 Minutes	1 Mile to Bus Line	108	No List Price	\$ -	Shrout Farm Inc.
# 6	291 Hwy	Lees Summit	28 Minutes	On Bus Line	80	\$ 7,900,000.00	\$ 2.27	Property Reserve Inc.
# 7	900 N Powell Rd	Independence	26 Minutes	1 Mile to Bus Line	80	No List Price	\$ -	Jackson County Real Estate, LLC
# 8	24601 E 78 Hwy	Independence	25 Minutes	3.3 Miles to Bus Line	73.29	No List Price	\$ -	Little Blue River Valley NE, LLC
# 9	24600 E 78 Hwy	Independence	25 Minutes	3.3 Miles to Bus Line	57.18	No List Price	\$ -	Central Development Assoc.
# 10	2033 SE 291 Hwy	Lees Summit	27 Minutes	On Bus Line	70	\$ 2,750,000.00	\$ 0.90	Larry & Charles Loeffler
# 11	14900 Andrews Rd	Kansas City	24 Minutes	5 Miles to Bus Line	70	No List Price	\$ -	Platform Ventures
# 12	E Harris Potts Rd	Blue Springs	31 Minutes	6 Miles to Bus Line	68.5	\$ 1,027,500.00	\$ 0.34	Land Bank of Blue Springs
# 13	Us-40 Hwy	Blue Springs	25 Minutes	3.5 Miles to Bus Line	62	\$ 2,711,346.00	\$ 1.00	Bruce M Ellington
# 14	M-291 Hwy	Independence	25 Minutes	2 Miles to Bus Line	60	No List Price	\$ -	Woodmen of the World Life Insurance
# 15	31904 E Jefferson Rd	Grain Valley	29 Minutes	4 Miles to Bus Line	57	\$ 3,121,074.00	\$ 1.26	Gordon F Chrisman
# 16	NE 150 & 291 Hwy	Lees Summit	29 Minutes	On Bus Line	54.7	\$ 9,530,000.00	\$ 4.00	B&M Dev Inc.
# 17	SEC Hwy 291 & Hwy 150	Lees Summit	29 Minutes	On Bus Line	48	\$ 2,300,000.00	\$ 1.10	291 Investors, LLC
# 18	7601 Noland Rd	Kansas City	21 Minutes	3 Miles to Bus Line	46	No List Price	\$ -	7601 Noland Road, LLC
# 19	I-435 & Truman Rd	Unincorporated	12 Minutes	On Bus Line	101	\$ 1,600,000.00	\$ 0.36	American Property, LLC
# 20	12640 E 75th Street	Kansas City	21 Minutes	3 Miles to Bus Line	100	No List Price	\$ -	Kissick Trust
# 21	7000 E US 40-Hwy	Kansas City	9 Minutes	On Bus Line	102	Off Market	Off Market	Park Holdings, Inc
# 22	North of 7000 E US 40-Hwy	Kansas City	9 Minutes	On Bus Line	72	Off Market	Off Market	KCMO
# 23	2701 Manchester Trafficway	Kansas City	9 Minutes	On Bus Line	72	Off Market	\$ -	Advantage Metals Recycling, LLC
# 24	8700 Hawthorne Rd	Kansas City	15 Minutes	1.7 Miles to Bus Line	57.43	Off Market	\$ -	KCP&L
# 25	10600 E Hayworth Rd	Kansas City	15 Minutes	1.7 Miles to Bus Line	393.31	Off Market	\$ -	Port Authority
# 26	2600 N M 291 Hwy	Sugar Creek	22 Minutes	4 Miles to Bus Line	500+	Off Market	\$ -	City of Sugar Creek
# 27	15510 Mill Creek Rd	Sugar Creek	25 Minutes	4 Miles to Bus Line	280	Off Market	\$ -	Branton Family PTP
# 28	15215 E US 40-Hwy	Kansas City	15 Minutes	0.4 Miles to Bus Line	47.58	Off Market	\$ -	1st Advantage Properties
# 29	8116 Wilson Rd	Kansas City	14 Minutes	0.5 Miles to Bus Line	65.6	Off Market	\$ -	PIEA
# 30	4721 Coal Mine Rd	Kansas City	14 Minutes	0.9 Miles to Bus Line	137	Off Market	\$ -	KCMO
# 31	2300 Oakland Ave	Kansas City	9 Minutes	On Bus Line	100	Off Market	\$ -	Greenfield Environmental Trust
# 32	8100 Ozark Rd	Kansas City	13 Minutes	On Bus Line	146.12	Off Market	\$ -	KCMO
# 33	4507 Blue Ridge Cutoff	Kansas City	10 Minutes	On Bus Line	97	Off Market	\$ -	J A Lillig Construction
# 34	7300 E 63rd Trafficway	Kansas City	13 Minutes	On Bus Line	65	Off Market	\$ -	A E Wolfe Environmental Services
# 35	4201 Raytown Rd	Kansas City	10 Minutes	1.1 Miles to Bus Line	85.42	Off Market	\$ -	Jackson County
# 36	Truman Rd & Kensington	Kansas City	5 Minutes	On Bus Line	Approx 54	Off Market	\$ -	Site Assembly, approx 50+ parcels
# 37	40 Hwy & Stadium Drive	Kansas City	11 Minutes	On Bus Line	40	\$ 3,900,000.00	\$ 2.24	Grindstone Industrial Properties
# 38	8616 Wilson Road	KC / Independence	15 Minutes	0.2 Miles to Bus Line	40	\$ 950,000.00	\$ 0.55	Colliers International

















































## Site Shortlisting

The list of 38 sites was presented to the Steering Committee in December 2020. Of the total, 19 sites were listed for sale at that time. The intent of the workshop was to narrow the scope to viable sites for further consideration and investigation. The evaluation factors for initial consideration matched the outlined criteria, including jurisdiction, acreage, price if available, travel distance, and bus line access.

Due to concerns of excessive travel distance and lack of viable public transportation, all of the sites initially presented that fell beyond the 10-mile radius line from the Jackson County Courthouse were eliminated from consideration. This criterion narrowed the scope of the search to sites primarily along the I-435 corridor in Kansas City. Site #19 is the exception to this rule due to its location in unincorporated Jackson County. All sites located within other jurisdictions including Lee's Summit, Blue Springs, Grandview, Independence, Grain Valley, and Sugar Creek were no longer in consideration.

At the December 2020 workshop, the Steering Committee provided direction with a shortlist of eight potential sites believed to best meet the stated project requirements. This group included sites 19, 21/22, 23, 32, 34, 35, 36, and 37. These nine sites then became the focus of the civil and geotechnical engineering consultant efforts. The committee's stated reasoning behind the selections included: location, visibility, and accessibility.

**Table 3.2 – Shortlisted Site List**

Site	Address	Jurisdiction	Distance	Bus Line	Site Access	Floodplain	Acres
#19	I-435 and Truman Rd						
#21/22	7000 E US 40 Hwy						
#23	2701 Manchester Trfwy						
#32	8100 Ozark Road						
#34	7300 E 63rd Trfwy						
#35	4201 Raytown Road						
#36	Truman Rd & Kensington						
#37	40 Hwy and Stadium Drive						

### 3 | SITE IDENTIFICATION

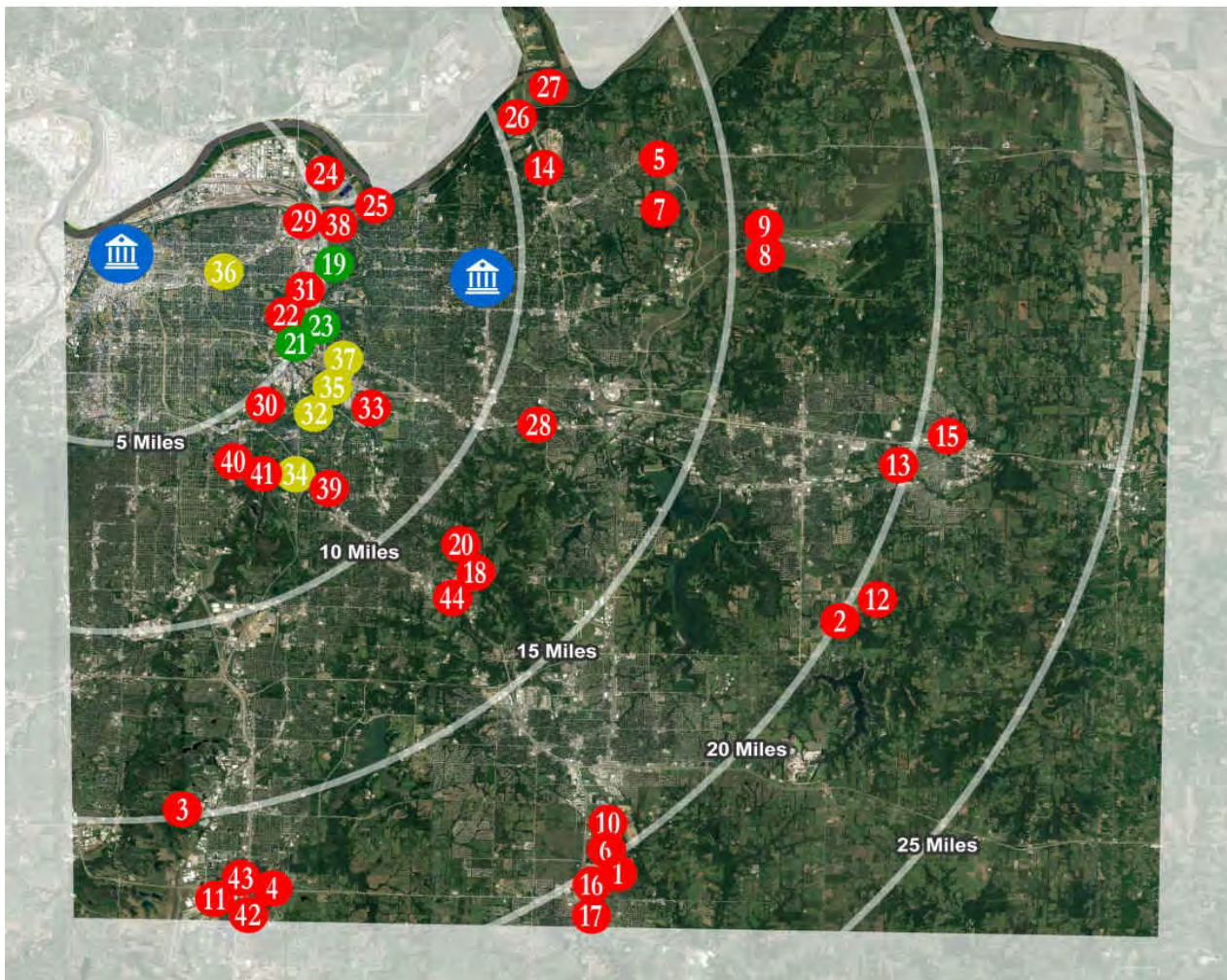
#### Jackson County Detention Center Facility Program – Site Selection | March 2021

As demonstrated in Table 3-2, the jurisdictional requirement was not a primary factor in selecting the short list as only one property met this requirement while each property met the preferred travel distance and commute times between the two courthouses in Jackson County.

#### Additional Site Identification

The initial property search revealed the difficulty of identifying multiple potential sites that meet all the criteria requirements. Each site had advantages and disadvantages to varying degrees based upon its own unique factors. After the December 2020 Steering Committee workshop, an additional six sites - 39, 40, 41, 42, 43, and 44 - were identified for investigation by the County and the Team.

**Figure 3.2 – Expanded Site Identification**





Sites 39, 40 and 41 were among three of the additional locations evaluated after the Steering Committee meeting. All were along E 63<sup>rd</sup> Street near shortlisted Site 34. Similarly, these sites offered good site access, adjacent bus lines, and the preferred travel distances from the Jackson County courthouses. Unfortunately, necessary setback requirements and the schedule impacts of site assemblage caused these sites to be deemed undesirable.

During this effort to explore every possible opportunity, Sites 42, 43, and 44 were also identified. They all met the acreage requirements but failed to meet the travel distance criteria for the project. This led to their dismissal from consideration.

Site information for the additional sites is presented in Table 3-3.

**Table 3.3 – Additional Site List**

Site	Address	Jurisdiction	Distance	Bus Line	Acres	Cost	\$/SF	Landowner
# 39	8200 E 63rd Street	Kansas City	12 Minutes	On Bus Line	38.21	Off Market	\$ -	Kansas City Area Drive-In
# 40	E 63rd St & Manchester Trfwy	Kansas City	13 Minutes	On Bus Line	50	Off Market	\$ -	Site Assembly, approx 50+ parcels
# 41	5800 E 63rd Trfwy	Kansas City	13 Minutes	On Bus Line	50.87	Off Market	\$ -	Union Quarries & KCMO
# 42	5300 East 155th Street	Kansas City	25 Minutes	6.2 Miles to Bus Line	273	Off Market	\$ -	Port Authority of KCMO
# 43	14499 Colorado Avenue	Kansas City	23 Minutes	5.2 Miles to Bus Line	86.36	Off Market	\$ -	Giblin Graham G & Barbara
# 44	12700 Blue Parkway	Kansas City	23 Minutes	0.5 Miles to Bus Line	107	Off Market	\$ -	Quality Holdings LLC

During this period of additional evaluation, the Team had confidential discussions with the Planning and Development Department of the City of Kansas City. As the primary jurisdiction of the majority of the sites, the intent was to determine the City's entitlement and approval requirements for a jail/detention facility. Additionally, the Team sought input from City staff regarding the community, neighborhood, or private sector plans for identified sites. During the discussion, the Team was told that the City's most recent zoning ordinance for a facility of this type included language pertaining to a required 1000' property line separation from particular adjacent uses. Specifically, the zoning code states the following with respect to detention facilities:

**88-335-01-B.** No such facility may be on property located within 1,000 feet of R (residential) zoning district or within 1,000 feet of any residential dwelling unit; school; library, museum, or cultural exhibit; community center; park, boulevard, or parkway; religious assembly; or day care use, with separation measured in accordance with 88-820-15.

### 3 | SITE IDENTIFICATION

#### Jackson County Detention Center Facility Program – Site Selection | March 2021

**88-820-15 - SEPARATION DISTANCE.** *Unless specified otherwise, the required separation between certain land uses shall be measured in a straight line from the nearest property line of the lot occupied by or proposed to be occupied by the regulated use or development to the nearest property line of the other listed use.*

While not a County identified criteria, it became a development limitation to many of the potential sites identified, primarily because of adjacent residential uses.

#### **Final Site Shortlist**

The additional and meticulous search for the ideal site did not lead to any viable options for consideration. However, this investigation further validated that the Steering Committee's short list of Sites 19, 21/22, 23, 32, 34, 35, 36, and 37 were the best available options for the project. This allowed the County and Team to move forward to the next stage, site analysis.

# JACKSON COUNTY

DETENTION CENTER



# SITE ANALYSIS





## 4. SITE ANALYSIS

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The Team conducted a detailed investigation into the established short list of eight sites resulting from the December 2020 Steering Committee workshop.

- **Site #19** I-435 & Truman Road
- **Site #21/22** 7000 East US Highway
- **Site #23** 2701 Manchester Trafficway
- **Site #32** 8100 Ozark Road
- **Site #34** 7300 E 63<sup>Rd</sup> Trafficway
- **Site #35** 4201 Raytown Road
- **Site #36** Truman & Kensington
- **Site #37** US 40 Highway & Stadium Drive

Further study was able to identify previously unknown site factors such as topography, setback requirements, animal habitats, utility easements, and zoning. SK Design created a series of site plan diagrams illustrating the unique factors influencing each site.

Additionally, TSI completed desktop study reviews focused on subsurface conditions, estimated depth of bedrock, and geotechnical engineering considerations. This helped establish an understanding of undermining conditions and soil conditions that might be encountered during construction. Below is a summarization of the in-depth analysis of each shortlisted site.

The site analysis for the shortlisted sites was presented to the Steering Committee in January 2021.

#### Shortlisted Sites

The following is a summary of the findings for each shortlisted site followed by detailed diagrams.

#### Site #19 (I-435 & Truman Road, Unincorporated Jackson County)

Preferred for its location within unincorporated Jackson County, Site #19 was adjacent to I-435, had access to a bus line, and was 12-minutes from the Jackson County Courthouse. Unfortunately, as indicated in the above diagram, Site #19 was found to have significant undermining across the site. Additionally, it was determined that due to topography, the pad site could only be located at the northeastern edge of the site, which greatly reduces the projects visibility and potential for adjacent property redevelopment. Further, it was found that a power easement crossed the site running north and south.

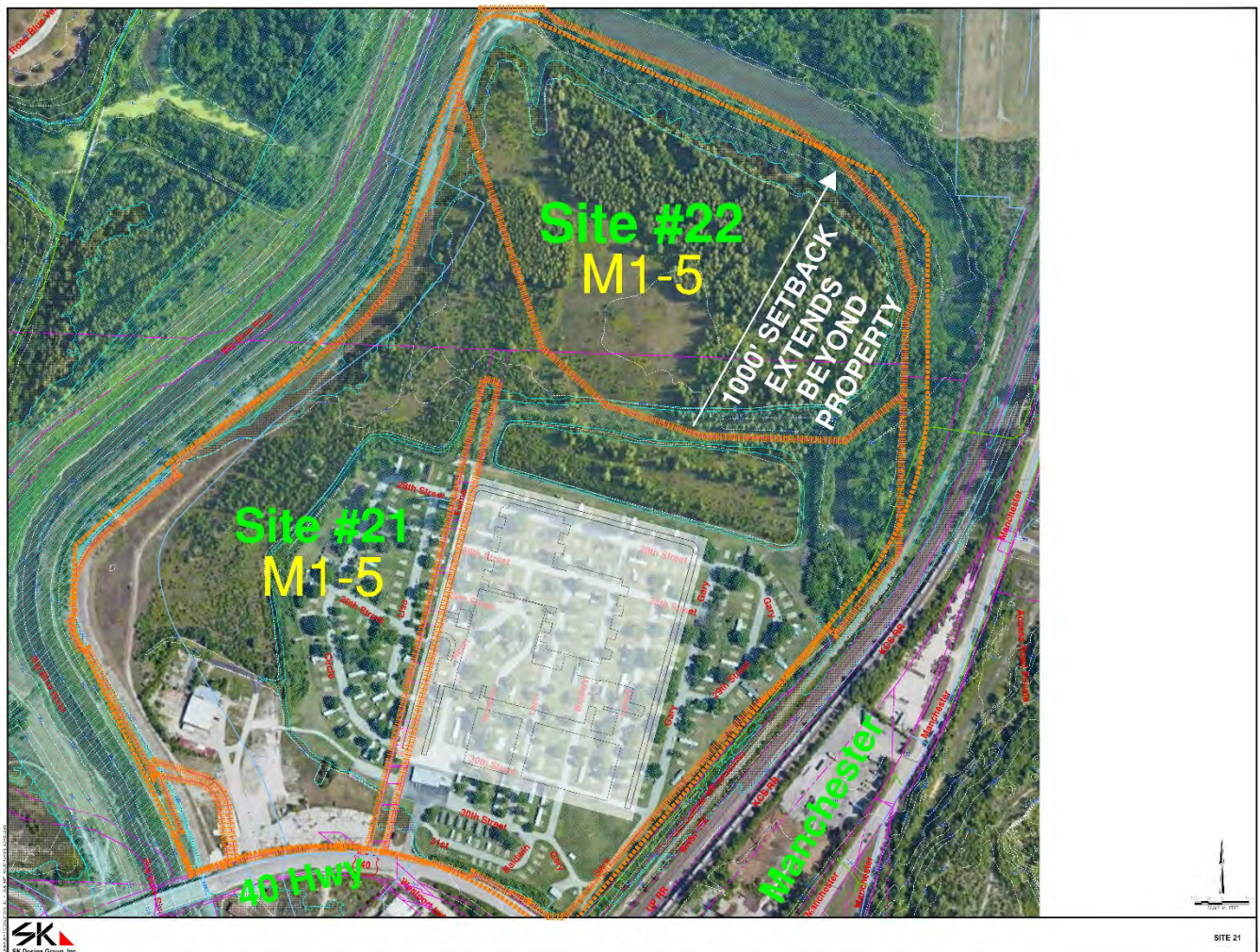
Figure 4.1 – Site #19





**Site #21/22 (7000 E US Highway, Kansas City)**

Sites #21 and #22 which were being considered in tandem as one potential location for the detention facility featured a 9-minute travel time, a bus stop immediately adjacent the access drive, access from US Highway 40, ample acreage, and the potential for future partnership with the City of Kansas City. Site #21 was being utilized as a mobile home park while Site #22 was unoccupied. The 1000' setback requirements from the property line prevented development of the detention facility to north. However, if the homes were relocated the site was more than large enough for the building footprint. A utility easement was found to exist along Ewing Avenue.

**Figure 4.2 – Site #21/22**



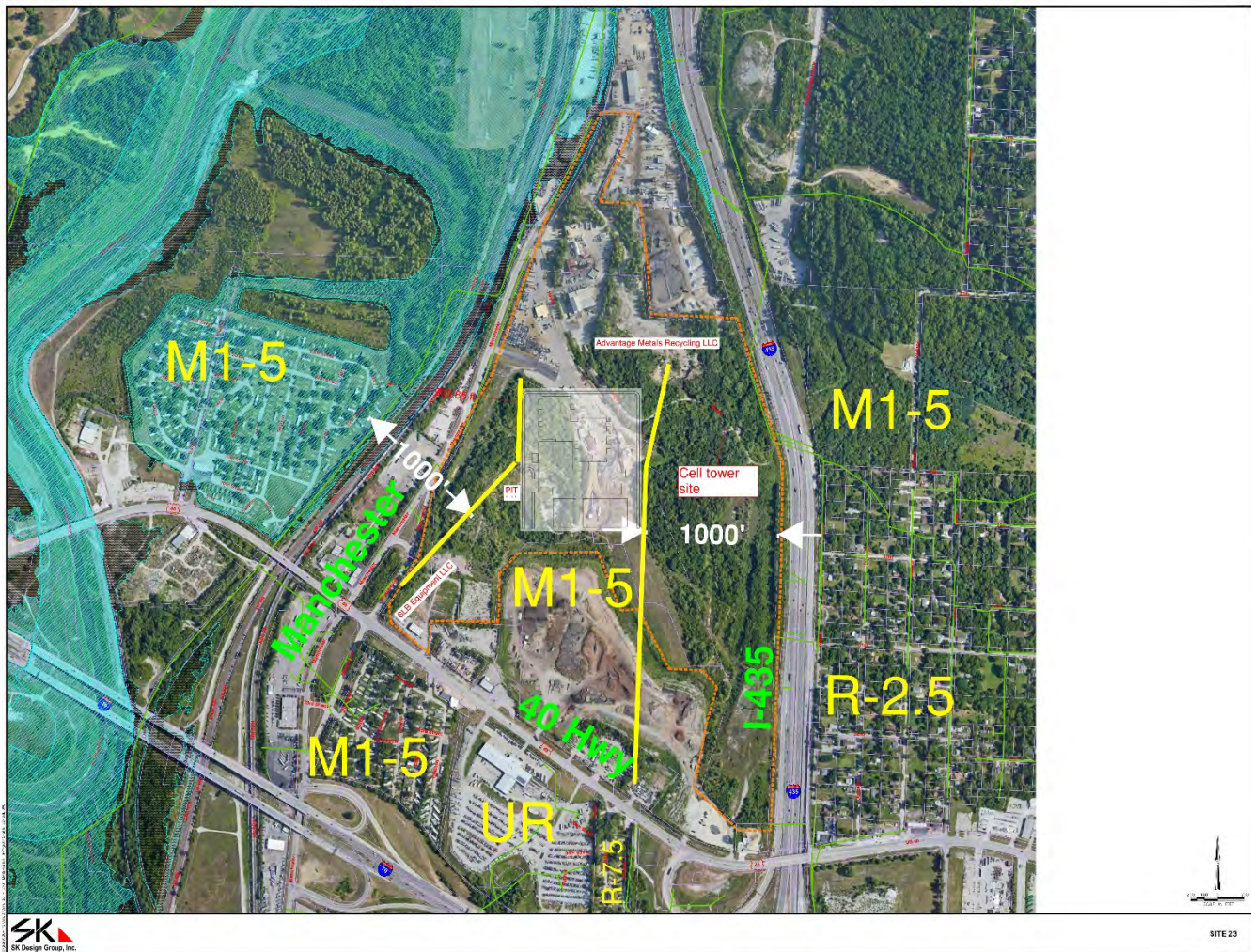
#### 4 | SITE ANALYSIS

##### Jackson County Detention Center Facility Program – Site Selection | March 2021

#### Site #23 (2701 Manchester Trafficway, Kansas City)

Preferred for the economic development opportunities it might create, Site #23 also had access to Highway US-40, a 9-minute travel time, and access to a bus line. A 1000' setback from residential zoning requirement greatly reduced the available building area at Site #23. These restrictions directed the placement of the building footprint such that site visibility and access was less than ideal. It was further acknowledged that environmental assessment should be conducted given the historic use of the land.

Figure 4.3 – Site #23

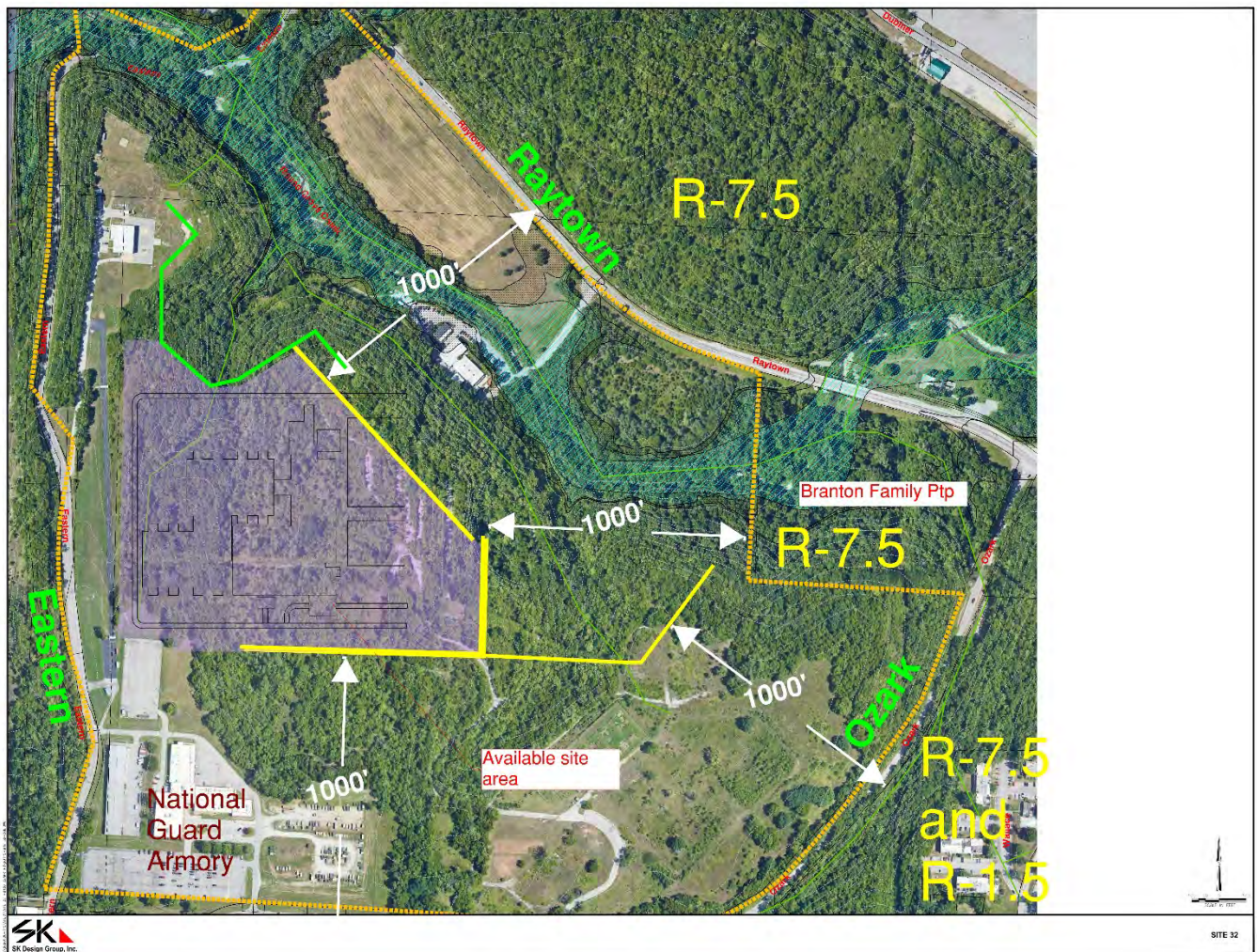




### Site #32 (8100 Ozark Road, Kansas City)

This site sits next to the National Guard Armory and was the former home of the City of Kansas City Municipal Farm. Similar setback concerns were identified at Site #32. As illustrated in the site diagram, the setback restricted the building footprint placement to a particular section of the property that did not fully accommodate the program. It was additionally determined through conversations with the City of Kansas City that given prior investments jurisdictional support would not be obtained.

Figure 4.4 – Site #32





**Jackson County Detention Center Facility Program – Site Selection | March 2021**

Currently utilized as a quarry, Site #34 is adjacent to recent developments along 63rd Trafficway. Similar to the other shortlisted sites, it had access to public transportation and shorter vehicular travel times from the Jackson County Courthouse. Site #34 was the most impacted by setback requirements. Due to adjacent zoning, no portion of the site was viable for the specific use of a detention center. Per KCMO Municipal Code 88-335-01B: No such facility may be on property located within 1,000 feet of R zoning districts or within 1,000 feet of any residential dwelling unit; school; library, museum, or cultural exhibit; community center; park, boulevard, or parkway; religious assembly; or day care use with separation measured in accordance with 88-820-15.

R-80

R-7.5

R-7.5

M2-2

M2-2

E 63rd St TRFY

I-435

350 Hwy

American Tower Systems Inc

Veterans of Foreign Wars Post # 1829

Rice Martha W. Sharon F. Emert-Pera Res

1000'

1000'

1000'

1000'

1000'

SK

SITE 34



Neighboring the Truman Sports Complex, Site #35 is County owned property. Unfortunately, it is burdened by excessive topography that would have led to excessive costs. A rezoning process would also be necessary given the R-7.5 designation. Site #32 is directly south across Raytown Road.

SK  
SK Design Group, Inc.

SITE 35



#### 4 | SITE ANALYSIS

Jackson County Detention Center Facility Program – Site Selection | March 2021

##### Site #36 (Truman & Kensington, Kansas City)

Site #36 was a unique site in comparison to the others under consideration as it was located within a dense area along Truman Road. The site consisted of 50 individual parcels with multiple ownership entities. Residential setback requirements made construction here infeasible.

Figure 4.7 – Site #36

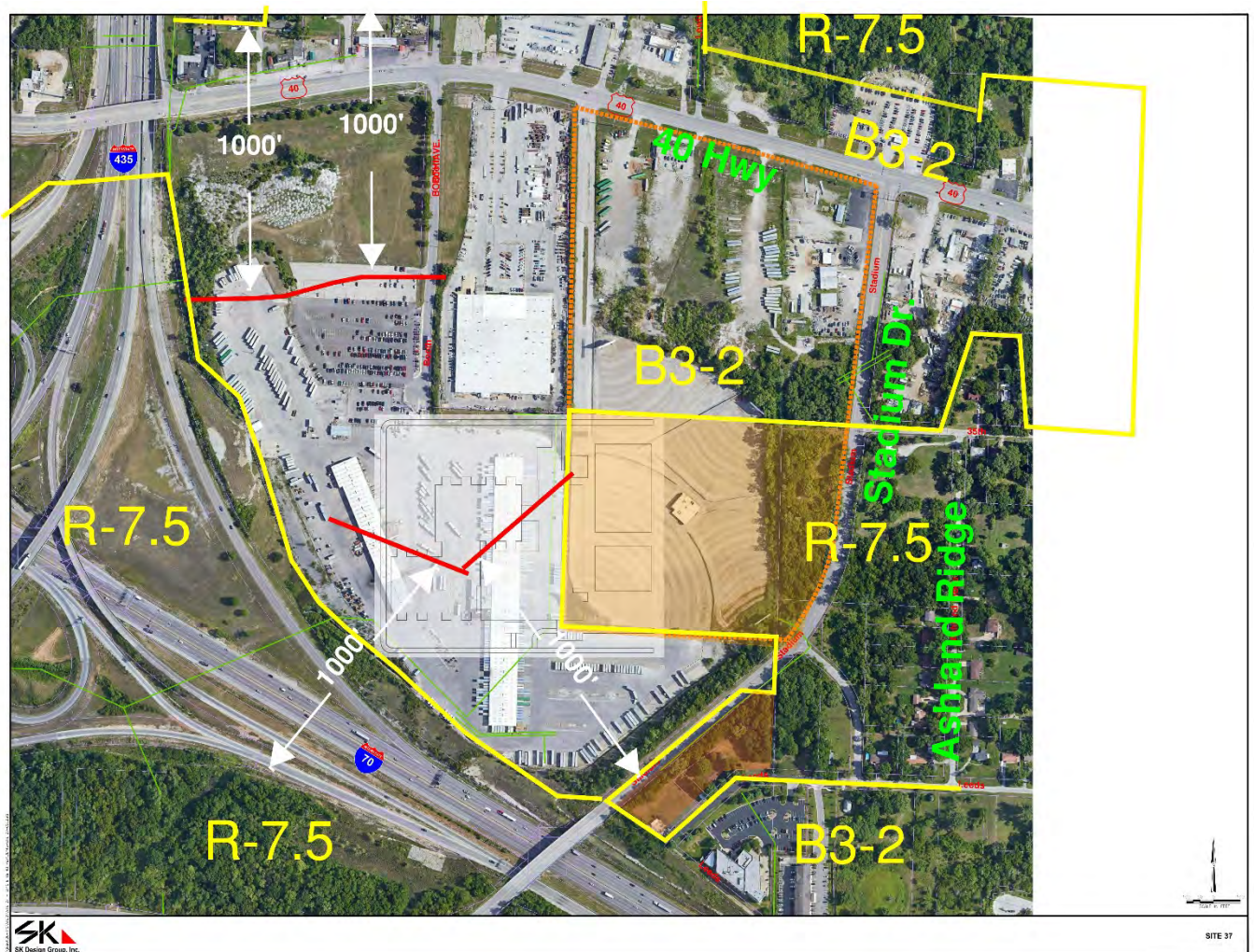




### Site #37 (US 40-Hwy & Stadium Drive)

Largely preferred for transportation and site access benefits, Site #37 was also impacted by the 1000' setback requirements and the inability to place the building footprint on the site.

Figure 4.8 – Site #37





## 4 | SITE ANALYSIS

Jackson County Detention Center Facility Program – Site Selection | March 2021

### Additional Site Analysis

While the Team was researching the shortlisted sites, Site #3 was re-presented for consideration and Site #43 was identified for consideration by the County and the Team.

#### Site #3 (3101 Robinson Pike, Grandview)

The reintroduced site for discussion was Site #3 from the initial list; it was located in Grandview. Given the current conditions of the parcel, it would be the least expensive to acquire and the easiest to develop. However, the southern Jackson County location led to the Steering Committee's request that it be again removed from the list.

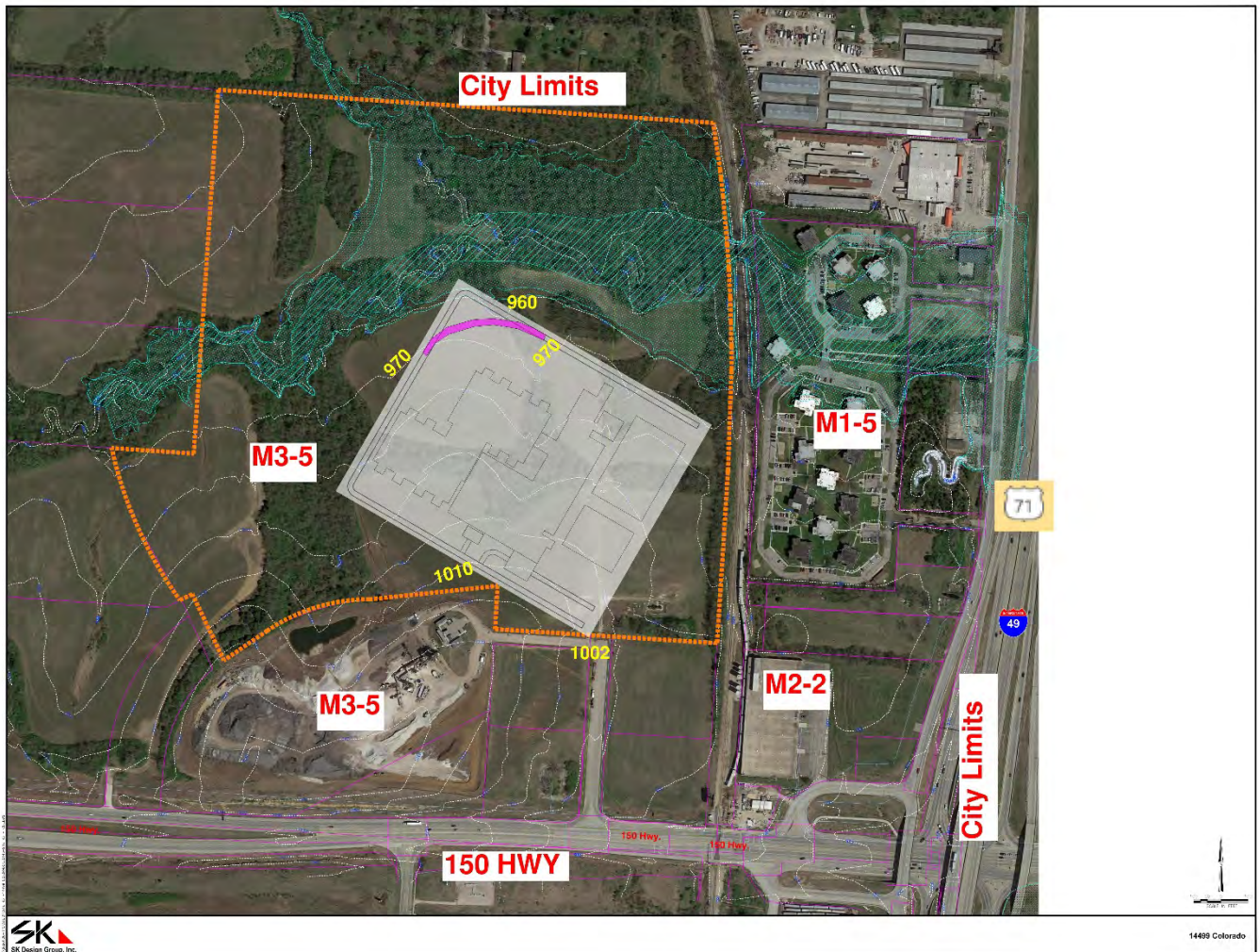
Figure 4.9 – Site #3





**Site #43 (14499 Colorado Avenue, Kansas City)**

Site # 43 was introduced to ensure all viable options were examined. The site met the acreage requirements; however, it failed to meet the travel distance and bus line access criteria. The site's location near the crossing of Highways 150 and 71 was determined to be too far south to meet the project goals.

**Figure 4.10 – Site #43**

## 4 | SITE ANALYSIS

### Jackson County Detention Center Facility Program – Site Selection | March 2021

#### Final Selection

At the January 2020 Steering Committee Meeting, the shortlisted and additional sites were presented with a recommendation by JCDC that only Sites #19, #21/22, and #23 remain in consideration. The fourth “greenfield” Site #3 was reintroduced to offer a comparison against the three known “brownfield” sites.

**Table 4.1 – Steering Committee Final Site Selection**

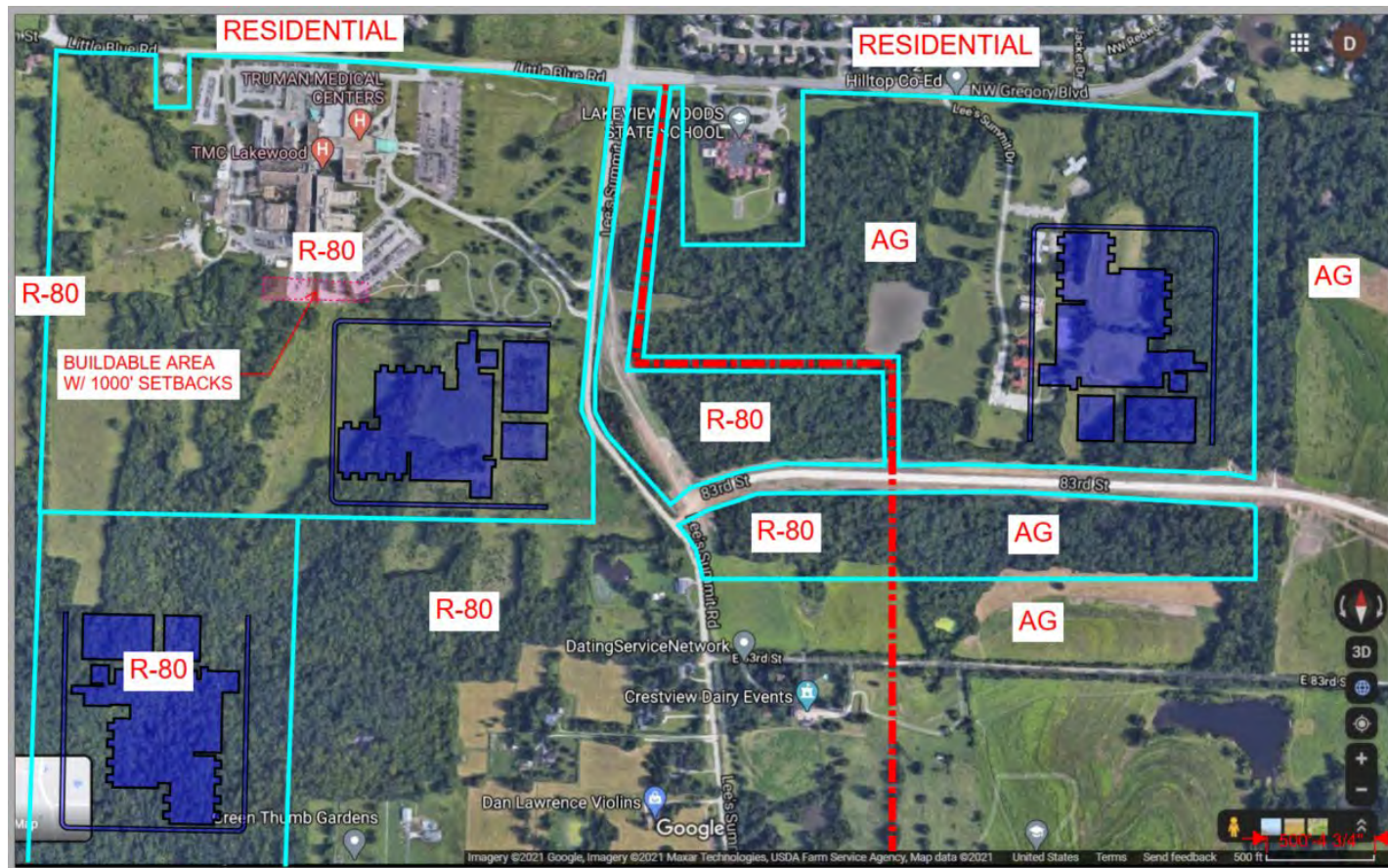
Site	Address	Viable	Jurisdiction	Distance	Bus Line	Site Access	Floodplain	Acres	Economic Redevelopment	Civic Image	Cost/Time
#19	I-435 and Truman Rd	✓	✓	✓	✓	✓	✓	✓	✓	✗	✓
#21/ 22	7000 E US 40 Hwy	✓	✗	✓	✓	✓	✗	✓	✓	✓	✓
#23	2701 Manchester Trfwy	✓	✗	✓	✓	✓	✓	✓	✓	✓	✓
#32	8100 Ozark Road	✗									
#34	7300 E 63rd Trfwy	✗									
#35	4201 Raytown Road	✗									
#36	Truman Rd & Kensington	✗									
#37	40 Hwy and Stadium Drive	✗									
#3	3101 Robinson Pike Road	✓	✗	✓	✗	✓	✓	✓	✗	✗	✓
#43	14499 Colorado Avenue	✗									

The Steering Committee approved the final short list (finalist) and approved the request from JCDC to allow the Team to move forward with Letters of Intent (LOI) between Newmark Zimmer and the Seller(s), along with further site analysis. These exploratory non-binding letters allowed for Phase 1 environmental evaluation and purchase discussions to formally commence.



At the following Legislative Update on January 25, 2020, the three finalist sites were presented with a discussion of how they were selected and by which criteria they were judged. In addition, it was requested by the Legislature that another additional property located near Truman Medical Center Lakewood be investigated.

**Figure 4.11 – Truman Medical Center Lakewood**



Various sites adjacent to the Kansas City and Lee's Summit borders were investigated. The Team determined that the sites were not suitable for the building footprint due to the residential setback requirement.

Therefore, JCDC moved forward to the next stage of analysis with the three previously identified finalist Sites – #19, #21, and #23.



## 4 | SITE ANALYSIS

Jackson County Detention Center Facility Program – Site Selection | March 2021

# JACKSON COUNTY

DETENTION CENTER



# SITE PROCUREMENT





## 5. SITE PROCUREMENT

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At the Steering Committee's direction, the JCDC Team advanced to the next steps in the site procurement process with the validated shortlisted Sites #19, #21, and #23. This included reaching out to the various property owners regarding the potential for sale, the creation of a Letter of Intent for the purchase of the finalized site, enhanced site investigation, and cost comparison analysis.

The goal of this phase of the shortlisted site procurement was to identify a preferred site for the new Jackson County Detention Center (JCDC) that could be successfully purchased within the budget and schedule. This final site would then be presented to the County Legislature for approval which would then determine the location for the new JCDC.

#### Enhanced Site Investigation

With the three finalist sites firmly established, Newmark Zimmer drafted the Letters of Intent while continuing additional on-site investigations and cost analysis. Newmark Zimmer held multiple conversations with the various site ownership groups and attempted to identify a potential sale price given that only one property was on the market.

At the same time a Site Development Budget Comparison was created by JCDC Team, which evaluated the other cost factors associated with the potential development of the project sites. These included factors such as tree clearing, infrastructure needs, earth and underground cave (from underground mining) fill, utility connections, environmental costs, contingencies, and design costs. Geotechnical desktop study reports prepared for Sites #19, #21 and #23 are provided in Appendix B.

#### Site #19

The owner of Site #19 indicated a sale price that is summarized in the cost breakdown below. This price was within budget; however, significant site development factors caused the overall development cost to be excessive. The required placement of the building pad on the site necessitated additional dirt fill up to 80' in depth. The development costs were extended further due to the necessity to mitigate risks associated with the site undermining. It was determined that filling the mining cavity with slurry, a necessary step to ensure a solid building foundation, would lead to excessive costs. The overall development cost made the selection of Site #19 as the location of the Jackson County Detention Center infeasible.

#### Site #21/22

With the County's approval, Newmark Zimmer reached out to the City Kansas City, Missouri, whose Water Department owned Site #22 and learned of their unwillingness or inability to sell the property. The Team then conducted a study to determine the viability of Site #21 without the adjacent Site #22, which had always been considered a pairing. Given the 103-acre size of Site #21, the Team was able to validate that the building footprint could be placed on the site with a potential expansion opportunity while also meeting all setback requirements.

Figure 5.1 – Site 21 Test Fit



Site #21 had a need for dirt fill as well in order to raise the site above the 500 year flood plain elevation. The costs to raise the pad elevation by 8' and, therefore, out of the 500-year flood plain were modest in comparison to Site #19. Raising the site subsequently improves its visibility as well. The ownership group of Site #21 was also contacted and a sale price was identified that was within budget. The overall development costs were also determined to be viable.

### Site #23

Despite repeated attempts, the ownership of Site #23 did not indicate a willingness to sell and a sale price was not presented. For the sake of cost comparison, JCDC included a sale figure based upon the square foot price of other available properties. An additional cost was factored in to mitigate the risk of environmental contamination, which could not be fully evaluated due to restrictions from visiting the site.



## Development Cost Comparison

For a comprehensive approach, JCDC evaluated the development costs of two previously evaluated non-shortlisted sites (#34 and #37) to obtain a more representative cost comparison. As shown in Table 5.1, Site #21 was the most cost-effective option of those available for purchase in comparison to the projected budget of \$25 million for site acquisition and development.

**Table 5.1 – Site Development Budget Comparison**

Description	Site 19	Site 21	Site 23	Site 34	Site 37
	Cost	Cost	Cost	Cost	Cost
Temporary Erosion Control	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Site Demolition	\$0	\$120,000	\$30,000	\$30,000	\$30,000
Tree Clearing	\$96,000	\$15,000	\$54,000	\$27,000	\$27,000
Site Grading	\$5,386,815	\$1,200,000	\$2,400,000	\$5,570,000	\$3,950,000
Haul Off	\$0	\$0	\$1,920,000	\$10,314,000	\$180,000
Imported Fill	\$10,425,948	\$1,920,000	\$0	\$0	\$0
Rock Excavation	\$0	\$0	\$14,400,000	\$28,800,000	\$4,400,000
Existing Mine Slurry	\$55,000,000	\$0	\$0	\$0	\$0
16' tall Bulkhead	\$624,000	\$0	\$0	\$0	\$0
Asphalt Parking Lot	\$1,157,400	\$1,157,400	\$1,157,400	\$1,157,400	\$1,157,400
Asphalt Roadway	\$1,878,750	\$1,856,375	\$1,809,375	\$1,809,375	\$1,809,375
Asphalt Roadway Relocation	\$0	\$325,000	\$0	\$0	\$0
5.5" Concrete Sidewalk	\$124,290	\$124,290	\$124,290	\$124,290	\$124,290
5.5" Concrete Sidewalk Relocation	\$0	\$41,670	\$0	\$0	\$0
Retaining Wall	\$0	\$0	\$0	\$3,482,500	\$652,500
Retaining Wall Railing	\$0	\$0	\$0	\$250,000	\$70,000
Guardrail	\$0	\$0	\$0	\$0	\$8,500
Storm Sewer	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Storm Sewer Relocation	\$0	\$250,000	\$0	\$0	\$0
6" Water Line	\$401,520	\$335,510	\$351,960	\$390,740	\$294,140
8" Public Water Line	\$0	\$0	\$0	\$0	\$182,000
Fire Hydrant	\$30,000	\$30,000	\$30,000	\$30,000	\$60,000
Water Meter	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Backflow Preventer	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
8" Sanitary Service	\$46,320	\$118,080	\$167,880	\$38,400	\$36,300
Stormwater Detention Pond	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000
Site Security Fencing	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Site Lighting	\$321,951	\$321,951	\$321,951	\$329,713	\$329,713
Power Service	\$62,677	\$48,121	\$62,677	\$52,973	\$38,417
Gas & Telecom Service	\$91,743	\$71,316	\$91,743	\$78,125	\$57,698
Signage & Striping	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Landscaping	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Subtotal	\$76,807,414	\$9,094,713	\$24,081,276	\$53,644,516	\$14,567,333
20% Contingency	\$15,361,482.80	\$1,818,942.60	\$4,816,255.20	\$10,728,903.20	\$2,913,466.60
Total Construction Cost	\$92,168,897	\$10,913,656	\$28,897,531	\$64,373,419	\$17,480,800
Land Cost	\$3,000,000	\$6,585,000	\$3,000,000	\$3,000,000	\$3,000,000
Design Costs (10%)	\$9,216,890	\$1,091,366	\$2,889,753	\$6,437,342	\$1,748,080
Environmental	\$0	\$0	\$3,000,000	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0
<b>Total Cost for Site</b>	<b>\$104,385,786</b>	<b>\$18,590,021</b>	<b>\$37,787,284</b>	<b>\$73,810,761</b>	<b>\$22,228,880</b>

These costs were presented at the February 2020 Steering Committee workshop with a recommendation to move forward with Site #21. However, cost alone did not lead to the recommendation of the preferred site. Site #21 also offered greater access and visibility than Sites #19 and #23. The site also offered more developable ground for potential future phased expansions of the facility campus to include the City of Kansas City utilizing the adjacent parcel Site #22 for a neighboring facility. As noted previously, Site #21 also met the location-based criteria requirements of travel distance and transit access while not being significantly impacted by zoning restrictions.

### **Preferred Site**

The next step in the process was to move forward on Site #21 with a Letter of Intent (LOI) to define the business terms, purchase price, due diligence period, and cooperation by the Seller and the agreed to process and timing for the relocation of the mobile homes on the site that was requested by the County.

### **Letter of Intent (LOI) Purpose**

The LOI's purpose is to define the business terms of the acquisition between the Buyer and the Seller. In the case of Site #21, the Buyer is undisclosed and represented by Newmark Zimmer. The LOI form was reviewed and approved by the County Counselor and Administration, and provides a confidential approach to defining the terms of the acquisition with the Seller. It is a commonly used vehicle in property acquisition processes when extended due diligence and confidentiality is required.

Key elements of a LOI include the following:

- Price and timing of due diligence and option periods.
- Requirements for due diligence, including a list of required information from Seller.
- Terms of and responsibility for relocation process.
- Cooperation during Special Use Permitting (SUP) and other permitting processes.

An example Contract for Sale is included as an Appendix C.

#### Relocation Plan

Within the Heart Mobile Village located at Site #21, 135 of the 447 lots have active leases/units. As of March 1st, 2021, approximately 90% of those are pure ground leases where the tenants own their mobile home. 37 leases are month to month while the others expire throughout 2021 with only 11 extending beyond July. The proposed plan is to relocate Tenants to other trailer parks owned by the Seller or others in the metropolitan area.

The Sale Contract would provide that the Seller shall, at no charge to the County, continue to manage the existing mobile home park until all tenants have vacated the property, with the vacation by tenants taking no more than six months. The normal operating and management expenses, along with the coordination of relocation, would be paid from operating revenue at no cost to the County.

In addition to funding the relocation of all the tenant's mobile homes to alternative area parks, the County could plan to offer two months free rent or equivalent compensation to residents upon relocation. Funds could be placed in an escrow account.

The County should hire a 3rd party management firm to oversee and monitor the relocation of all tenants located on the site. The 3rd party would approve all disbursements from the escrow fund to the Seller/Tenants. The escrow fund would be kept by the Title Company that handles the sale of the property.

After execution of the LOI, a detailed relocation process and schedule would be developed and agreed upon between the parties.



### Acquisition Phase

Once all terms and conditions of a Sales Agreement have been negotiated with the Seller and documented, along with a completed property appraisal and a Phase 1 environmental review, the JCDC Team recommends meeting with the County Legislature for approval the contract with the Seller. Once the Legislature approves the Sales Agreement and the agreement is executed by both parties, formal due diligence and pursuit of certain City of Kansas City approvals and permits will commence as stipulated.

To develop the site as a detention center in Kansas City Missouri, a Special Use Permit along with a Minor Subdivision plat is required. Additionally, a FEMA permit for modifications to the floodplain is required. The Special Use Permit requires a formal public hearing in addition to the City Plan Commission and Board of Zoning Appeals public meetings. Both are necessary to develop the site for a detention facility and JCDC has recommended that they be obtained prior to closing on the site. If the City approvals and permit are not obtained the site should not be acquired for the detention facility. Risk to the County will be mitigated by proceeding with permitting and approvals prior to closing on the site.

Concurrent with these approvals, a Public Outreach effort will commence. This is to be inclusive of elected and appointed officials within the local governments, community leaders, impacted residents, and the community at large. Understanding that the construction of a detention center can be a divisive topic, this outreach will be approached with sensitivity and appropriate inclusive communication.

## 5 | SITE PROCUREMENT

Jackson County Detention Center Facility Program – Site Selection | March 2021

# JACKSON COUNTY

DETENTION CENTER



# PUBLIC OUTREACH





## 6. PUBLIC OUTREACH

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A strategic public outreach plan has been implemented to communicate and inform the community on the progress of the new JCDC project as it moves through the various stages of the planning and development process. The selection of the project site will represent a critical milestone in this process. Once confirmed by the County Legislature, the execution of the plan involves informing the public and stakeholders of the county's site selection. With the assistance of the Steering Committee and County Legislature, public presentations will begin specifically related to the site. Stakeholders will include:

- Municipal partners relative to the site, including the Mayor, City Council and city staff.
- Neighborhood organizations and business associations relative to the selected site.
- Community partnerships, faith-based organizations, and local chapters of national organizations with interests in the Jackson County public safety system.
- Public safety community activists, organizations and associated social service agencies with ties to the Jackson County public safety system.
- Contracting partners, M/WBE firms, and county staff.

The communication team will continue to track, report, and share the information learned from conversations with the community.

Utilizing key messaging developed throughout the earlier stages of the project, the communication team will incorporate site specific messaging into the overall communication strategy for the project. Updates to the project website, fact sheet, and presentation materials will be made. Specific site related tools (as provided in Appendix D) will be created to support the public meetings in an effort to inform and educate the community.





# JACKSON COUNTY

DETENTION CENTER



# APPENDIX A

# COMMITTEE

# MEMBERS



# APPENDIX A: COMMITTEE MEMBERS

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## LEGISLATIVE COMMITTEE

<b>RON FINLEY</b>	County Legislator, Second District
<b>JALEN ANDERSON</b>	County Legislator, At-Large
<b>TONY MILLER</b>	County Legislator, At-Large

## STEERING COMMITTEE

<b>JEAN PETERS BAKER</b>	County Prosecutor
<b>DAVID BYRN</b>	Judge, Sixteenth Judicial Circuit
<b>DARRYL FORTE</b>	Sheriff
<b>THERESA GALVIN</b>	County Legislator, Sixth District
<b>FRANK WHITE</b>	County Executive

## ADVISORS

<b>BRIAN GADDIE</b>	Director of Public Works
<b>TROY SCHULTE</b>	County Administrator





# JACKSON COUNTY

DETENTION CENTER



# APPENDIX B GEOTECHNICAL DESKTOP STUDY REPORTS





# DESKTOP STUDY REPORT

## PROPOSED NEW JACKSON COUNTY DETENTION CENTER; SITE 19: I-435 AND TRUMAN ROAD

KANSAS CITY, MISSOURI

TSI PROJECT NUMBER 20202062.00

Site No.	Site Name	Report
19	I-435 and Truman Road	✓
21	7000 E US Highway 40	
22	7000 E US Highway 40	
23	2701 Manchester Trafficway	
XX	XXX	

**CGL COMPANIES, LLC**

2260 Del Paso Road, Suite 100

Sacramento, California 95834



8248 NW 101<sup>st</sup> Terrace, #5

Kansas City, Missouri 64153

February 2, 2021



8248 NW 101<sup>st</sup> Terr. #5  
Kansas City, MO 64153  
816.599.7965 (tel)  
816.599.7967 (fax)  
www.tsigeotech.com

February 2, 2021

Mr. Rick Davidson, AIA  
**CGL COMPANIES, LLC**  
2260 Del Paso Road, Suite 100  
Sacramento, CA 95834

**Re: Desktop Study Report**  
**Proposed New Jackson County Detention Center**  
**Site 19: I-435 and Truman Road**  
**Kansas City, Missouri**  
**TSi Job Number: 20202062.00**

Dear Mr. Davidson:

TSi Geotechnical, Inc. (TSi) has completed the authorized Desktop Study for the “Site 19: I-435 and Truman Road” of the referenced project and is pleased to submit this report of our findings to CGL Companies, LLC (CGL). We understand that up to five sites are being considered for the proposed New Jackson County Detention Center (JCDC). This report should be considered a guide, as a site investigation has not been performed. The overall purpose of this Desktop Study was to research and review publicly available information including local geology review, water well logs, and inventory of mines along with other data such as TSi’s project database and boring logs and drawings provided by the project team near the site in order to evaluate anticipated critical geotechnical design considerations.

We appreciate the opportunity to assist you with this project. If you have any questions, or if we may be of further service to you, please call us.

Respectfully submitted,  
**TSi GEOTECHNICAL, INC.**

Arad, Nickan, P.E.  
Project Manager

Nilesh Lal, PE  
Senior Project Manager

Denise B. Hervey, PE  
Principal

PROFESSIONAL SERVICE SINCE 1989

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**DESKTOP STUDY REPORT  
PROPOSED NEW JACKSON COUNTY DETENTION CENTER  
SITE 19: I-435 AND TRUMAN ROAD  
KANSAS CITY, MISSOURI**

**1.0 SCOPE OF SERVICES**

The project includes construction of a new detention center in Jackson County, Missouri. Five (5) sites, which met the site selection criteria of the proposed development, were selected by the consulting team for further evaluations. This report summarizes the results of a desktop study performed for the Site 19 of the proposed new JCDC located within the northeast quadrant of the intersection of Interstate Highway 435 (I-435) and East Truman Road in Kansas City, Missouri. The study was performed in general accordance with the current contract between CGL and TSi, dated January 6, 2020. We understand a feasibility study has been performed for this site for a project named as “Solar Business Park”. Applicable information from this study such as the map of the underground mine and drilled boring logs were used in preparation of this desktop study report. Other available information includes existing boring data in the general project vicinity and a review of water well logs and inventory of mines in the area. Based on TSi’s understanding of the project, the following items have been identified for inclusion in this desktop study report:

- Generalized subsurface conditions anticipated near the project location;
- Estimated depths to bedrock; and
- Geotechnical engineering considerations.

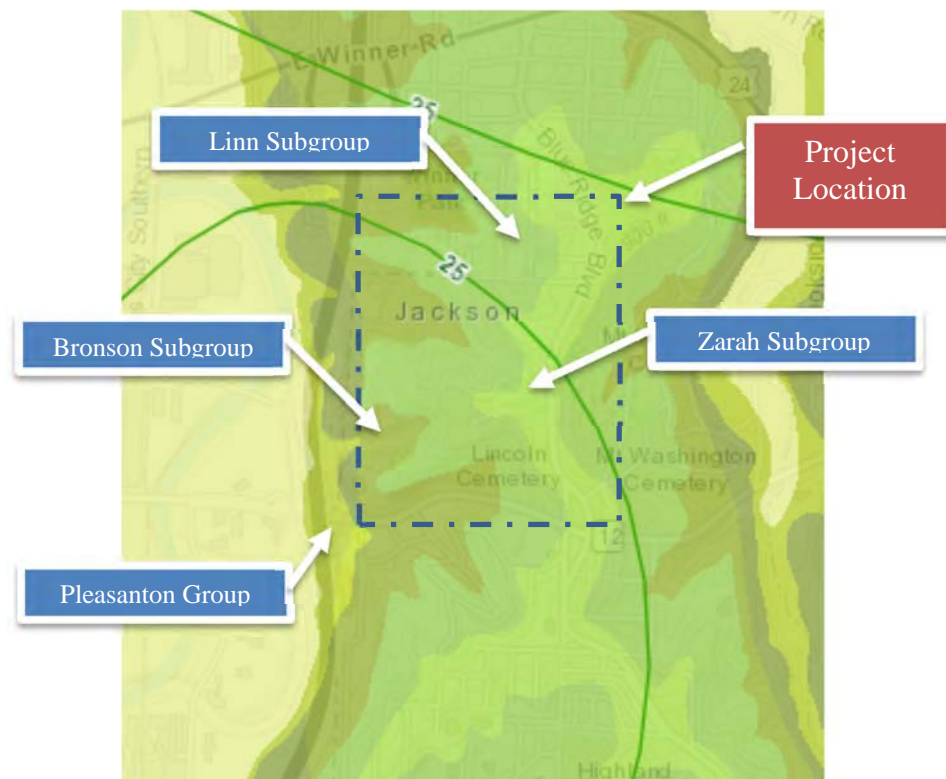
## 2.0 SITE AND PROJECT DESCRIPTION

The project site is in Kansas City Missouri and is bounded to Interstate 435 from west, East Truman Road from south, Blue Ridge Boulevard from east, and 9<sup>th</sup> Street from North. The project site is about 101 acres in plan area. The existing terrain at this site slopes down to the west with elevations mostly between 810 and 920 feet. The proposed detention center building is planned to be located within the northern portion of the site with a pad elevation at 880 feet. The proposed building will be approximately 22 acres in footprint area. The general location of the project site is shown in the aerial map below:



## 3.0 REGIONAL GEOLOGY

Based on the United States Geological Survey (USGS) and Missouri Department of Natural Resources (GeoSTRAT) database, the site is within Kansas City Group of Late Pennsylvanian-Upper Series-Missourian stage which can be generalized as the upper glacial or windblown soil deposits consisting mostly of silts and clays with various amounts of sands underlain by bedrock with major lithologic constituents of shale and limestone beds and minor lithologic constituents of coal and sandstone.



### Linn Subgroup

The Cherryvale Shale comprises five members which are, in ascending order: Fontana Shale, Block Limestone, Wea Shale, Westerville Limestone, and Quivira Shale. In its outcrop area the formation ranges in thickness from about 44 to 60 feet.

### Bronson Subgroup

The Bronson Subgroup of the Kansas City Group consists of the following formations in northeastern and eastern Kansas, in ascending order: Hertha Limestone, Elm Branch Shale, Swope Limestone, Galesburg Shale, and Dennis Limestone.

### Zarah Subgroup

Zarah Subgroup consists of Lane Shale which is primarily argillaceous and silty shale, but parts of the formation are thin-bedded clay-stone and siltstone that break into blocky or splintery fragments. Where the formation is thick, the middle and upper parts commonly are silty or sandy and locally contain a few feet of very fine grained micaceous sandstone. The silty and sandy beds may be carbonaceous locally.

### Pleasanton Group

The Pleasanton Group, a span of rocks that is mostly shale but includes some sandstone, limestone, and coal. The Pleasanton Group is approximately 100 ft thick near the Missouri-Kansas border.



## 4.0 REVIEW OF PUBLICLY AVAILABLE DATA

### 4.1 WELL LOG REVIEW

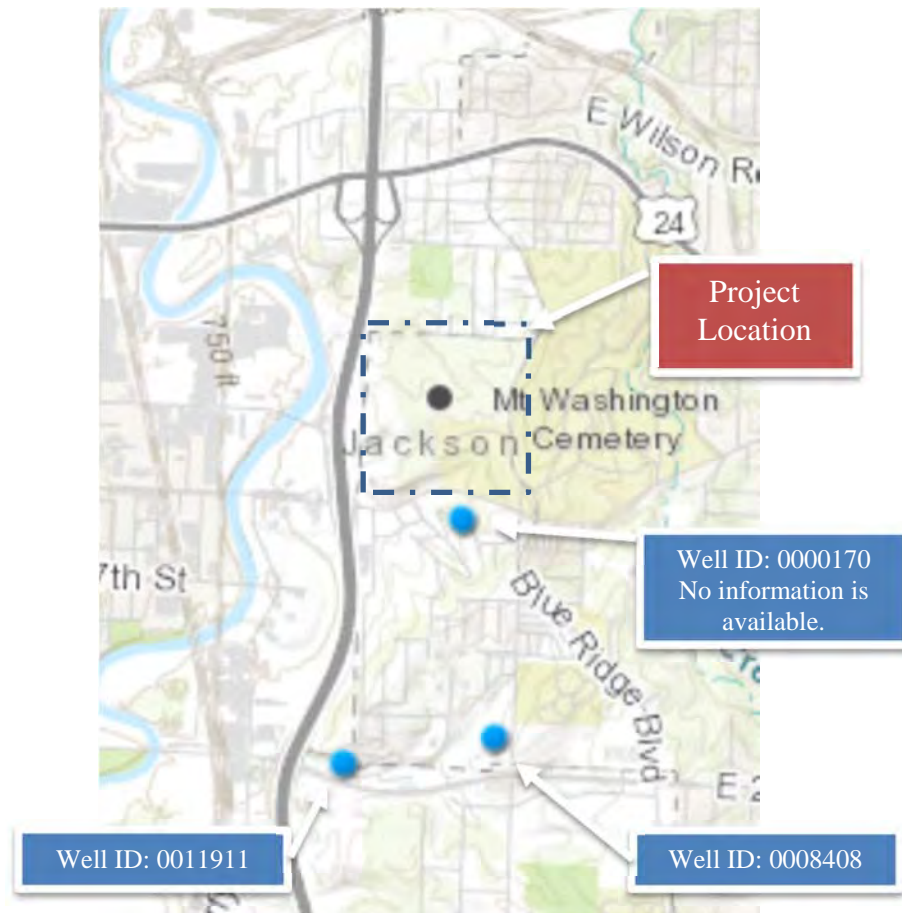
TSi reviewed the Missouri Department of Natural Resources well log inventory of monitoring wells and water well logs to determine approximate elevation to bedrock in the vicinity of the site. Three well logs were identified in proximity of the project site within a radius of approximately 0.4 to 1 mile. The closest well log with well ID 0000170 does not have any publicly available information. The other logs information is provided below:

#### Well ID 0111911

The well log is approximately 1 mile distant from the center of the project site. The well is within Bronson Subgroup. The surface elevation at the well location is 780 feet. Soil deposits underlies the upper 25 feet with a thin shale bed in midway. Shale bedrock presents below the soil deposits to an approximate depth of 55 feet below ground surface (bgs) followed by limestone bedrock. The thickness of limestone layer seems to be about 50 feet. Alternative layers of shale and limestone beds, sand and sandstone were reported to the termination depth of the well at an approximate depth of 865 feet bgs.

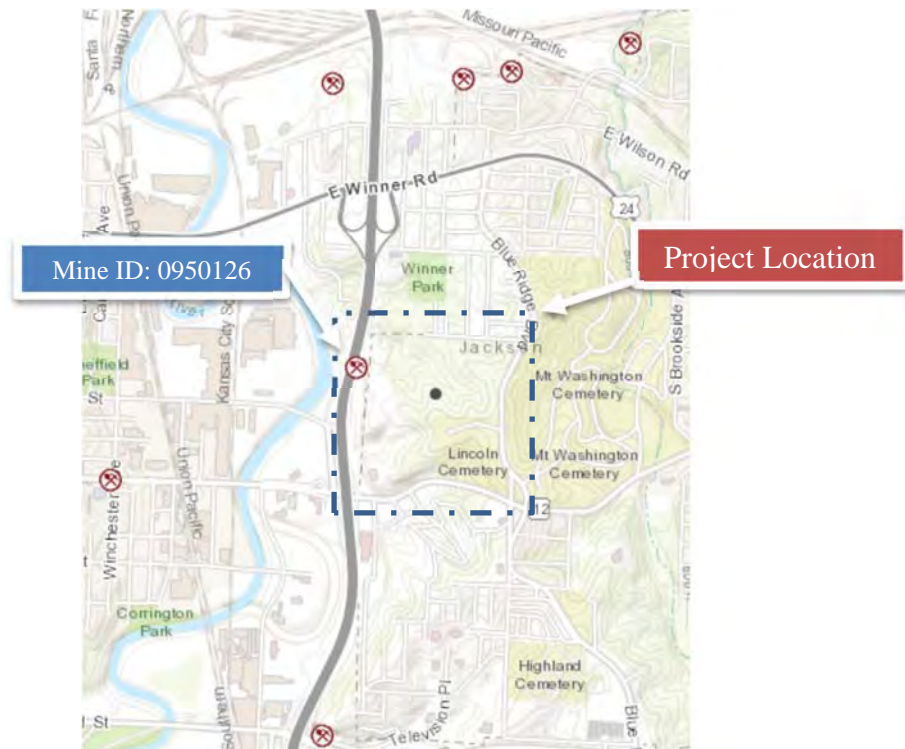
#### Well ID 0008408

The well log is approximately 1 mile distant from the center of the project site. The well is within Linn Subgroup. The surface elevation at the well location is 886 feet. Soil deposits underlies the upper 20 feet. Shale bedrock presents below the soil deposits to an approximate depth of 35 feet bgs followed by limestone bedrock. The thickness of limestone layer seems to be at least 30 feet. Alternative layers of shale and limestone beds, sand and sandstone, and coal were reported to the termination depth of the well at an approximate depth of 433 feet bgs.



#### 4.2 MINING HISTORY REVIEW

TSi reviewed the Missouri Department of Natural Resources “Inventory of Mines, Occurrences, and Prospects” database. Based on the map provided in their database, we understand a mine with ID No. 0950126 is located in the northwestern location of the site. The mine is abandoned and was previously operated by “Blue Valley Crushed Stone Co.”. The mine is reported as open pit mine with an approximate footprint area of 52 acres. The elevation of minded formation is reported at about 800 feet.



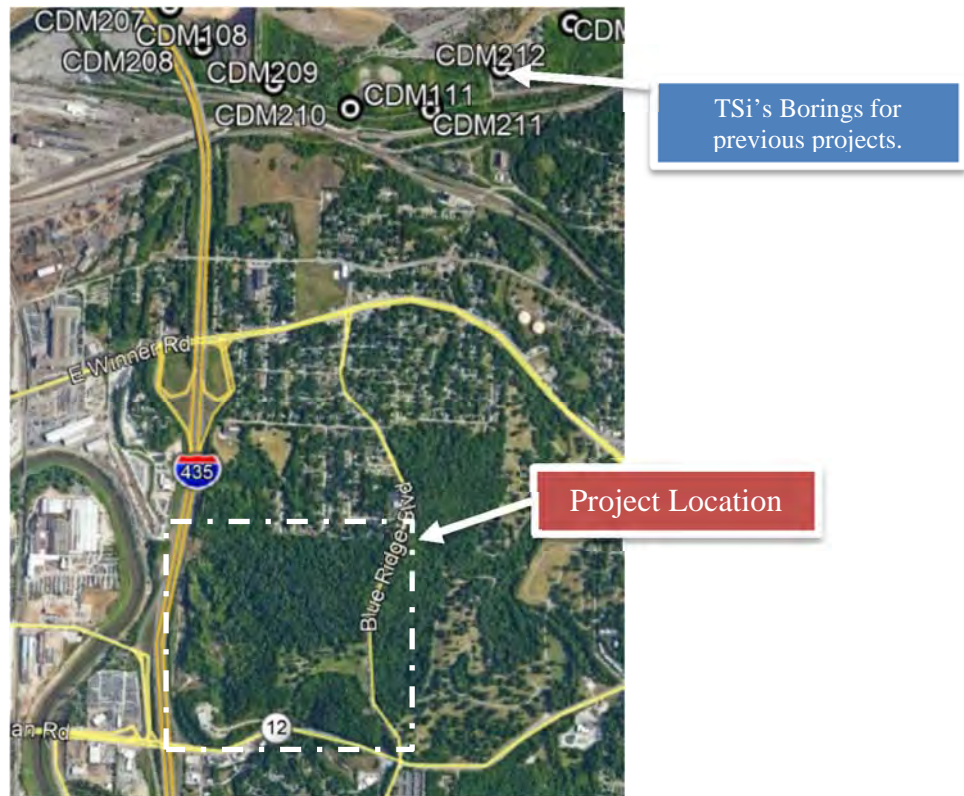
## 5.0 DATA PROVIDED BY THE PROJECT TEAM AND TSi'S DATABASE

### 5.1 EXISTING BORING LOG REVIEW

#### TSi Boring Logs

TSi conducted a field exploration approximately 1.1 miles to the north of the project site in 2013. The borings drilled for this project were within Quaternary Alluvium deposits from the Quaternary geologic age. The borings were drilled to a depth of 16 to 35 feet bgs and the underlying subsurface materials were consisted of clayey soils at the upper portion underlain by sand and gravel materials to the termination depth of borings. The boring elevations were between 721 to 735 feet. The groundwater was encountered at a depth between 11 to 15 feet bgs.





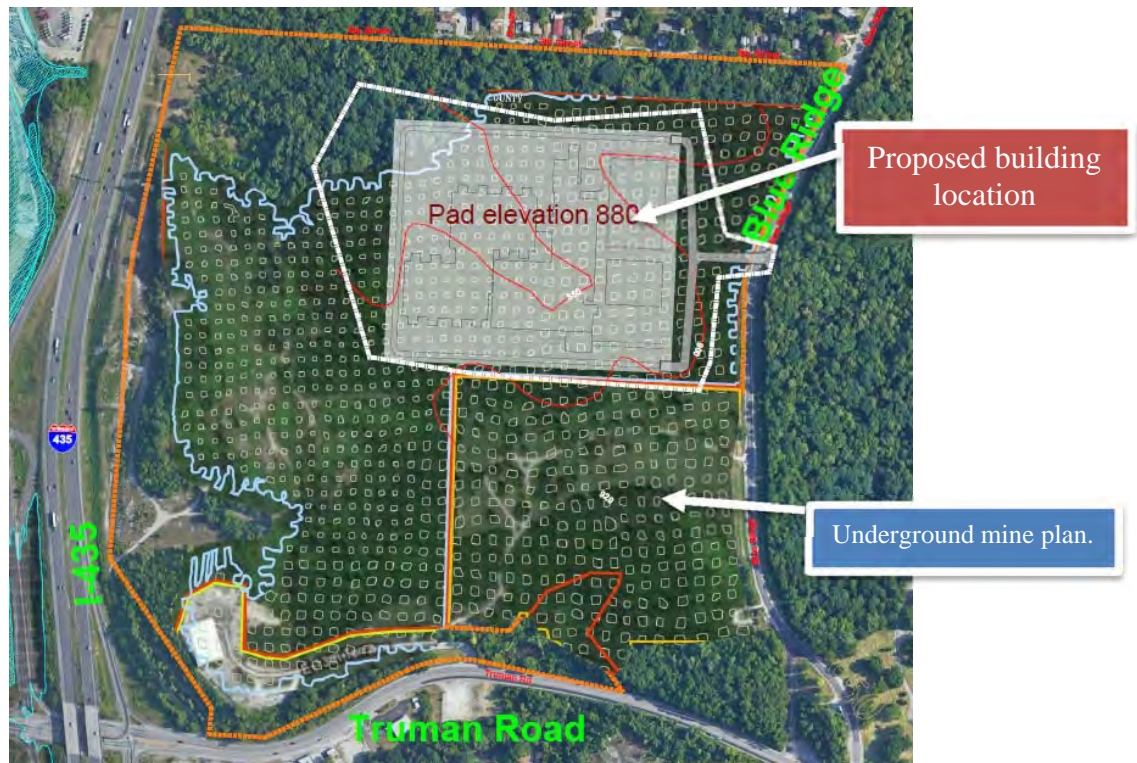
#### Geotechnical Services, Inc (GSI) Boring Logs

As mentioned, this site was previously studied to be developed for a solar farm project. The site reconnaissance conducted for this solar farm projects consisted of drilling 28 borings, designated as B-1 through B-28, by GSI. The borings were drilled to the auger refusal depth of approximately between 5.5 and 33 feet bgs. The upper 4 to 21 feet of borings consisted of lean and fat clays which were underlain by shale bedrock to the termination depth of borings. We speculate that the auger refusal was occurred within very hard, and intact limy shale or limestone bedrock. No groundwater seepage was encountered during drilling the borings. Moreover, no Atterberg test results were presented in the documents provided by "Newmark Zimmer". Based on the moisture content of the clays, which were mostly between 12% and 23%, we expect that the clays at this site generally exhibits low-to medium-plasticity. We understand the difference between surface elevation at the lowest and highest borings were approximately 77 feet. The boring location plan was not provided in the documents submitted to TSi.

#### 5.2 UNDERGROUND MINE INFORMATION

Based on the drawings and other information provided by "Newmark Zimmer", we understand the project site was under-mined previously. The underground mine seems to be approximately 0.4 x 0.4 mile with a footprint area of about 106 acres. The underground mine is supported over limestone rock piers. The piers increase in dimension with increase in overburden pressures from

west to east. The pier dimension in northwestern portion of the mine is thinner than other locations which is approximately 20'x20' with a center-to-center distance of approximately 55 feet. The largest piers are within the western portion of the site with dimensions of approximately 40'x40' and a center-to-center distance of about 65 feet. No information about the elevation(s) of the mine floor is provided in the submitted documents; however, based on the Missouri Department of Natural Resources database, we anticipate that the elevation of mined formation is at about 800 feet.



## 6.0 PRELIMINARY GEOTECHNICAL SUMMARY

### 6.1 GENERAL ANTICIPATED SUBSURFACE CONDITIONS ON SITE

The available information reviewed in this desktop study report indicates that lean and fat clay materials may be encountered in the upper strata of the site. It is estimated that shale bedrock will be encountered at depths as shallow as 4 to 21 feet bgs in some locations. Limestone bedrock underlies shale bedrock at a depth of about 35 to 55 feet bgs. The thickness of limestone bedrock seems to be between about 30 to 50 feet. No major groundwater seepage is expected within the upper 33 feet of the soil profile.

## 6.2 GEOTECHNICAL ENGINEERING CONSIDERATIONS

Without performing a field exploration on the project site accompanied with a proper laboratory testing, TSi cannot state with any certainty that the soil/bedrock conditions at certain locations will be similar, better, or worse than what has been estimated in this report. The design team should consider and accept these uncertainties while reviewing the general anticipated subsurface conditions in this desktop study report. A field exploration may be conducted by TSi if additional information is necessary for use in design of the proposed structures.

The exact floor plan and elevations of the underground mine are not available to TSi. If any structures is planned to be supported over the under-mined area, we recommend an area equivalent to the footprint area of the structure plus a one-half of the depth of under-mine floor at each direction be backfilled with a proper flowable fill materials. The flowable fill should be placed in a way to avoid air-trap below the ceilings of the mine. Since, flowable fill may shrink after placement, we recommend flowable fill be placed in multiple stages or a proper grout be injected to make certain no space or void remained under mine's ceiling and the stresses from external loads can be properly transferred through the flowable fill to the underlying layers.

A detailed plan of the underground mine seems to be available, but if there is any uncertainties regarding the alignment and location of the piers, a geophysical study such as electrical resistivity test or ground penetration radar (GPR) can be conducted to verify the location of piers in the existing underground mine. We note that the aforementioned geophysical studies can just assist in finding the alignment of the piers and cannot be used to quantify the volume of the underground cavities.

We understand the pad elevation at this site will be at 880 feet which requires placement of fill with a thickness of approximately 70 feet or more in some locations. We note that the underlying soil materials at this site are generally lean and fat clay soils which are prone to consolidation settlement. We estimate the placement of this amount of fill may trigger a consolidation settlement of 1 foot or greater. The consolidation settlement is expected to occur within at least 10 to 15 years after placement of fill, which approximately 75% of consolidation may take place within the first 5 years. We recommend a thorough consolidation settlement analysis be conducted on this site to evaluate the amount of settlement. In addition, a proper settlement monitoring program needs to be retained to track the amount of settlement and modify the settlement-time rates. The settlement monitoring program needs to be conducted prior to placing any fill and should continue for at least 15 years after placement of the fills.

We expect that the raised grades will be sloped down to meet the adjacent grades at lower elevations. We recommend sideslopes with inclination of 1V:3H or flatter be considered for raising the grades at this site. At locations with fill thickness more than 15 feet, we recommend a slope stability analysis be performed to verify and check the global stability of the surrounding slopes.



## 7.0 REPORT LIMITATIONS

This report has been prepared for the exclusive use of **CGL COMPANIES, LLC** and **NEWMARK ZIMMER** for the specific application to the subject project. The considerations contained in this report have been made in accordance with generally accepted soil and foundation engineering practices; no other warranties are implied or expressed.

The analyses submitted in this report are based upon publicly available data, data provided by the project team, and TSi's project database. The nature and extent of variations from these findings may not become evident until a geotechnical exploration is performed. If variations then appear evident, it may be necessary to re-evaluate the contents of this report.

# DESKTOP STUDY REPORT

PROPOSED NEW JACKSON COUNTY DETENTION  
CENTER;

SITE 21: 7000 E US HIGHWAY 40 (SOUTHERN)

KANSAS CITY, MISSOURI

TSI PROJECT NUMBER 20202062.00

Site No.	Site Name	Report
19	I-435 and Truman Road	
21	7000 E US Highway 40 (Southern Portion)	✓
22	7000 E US Highway 40 (Northern Portion)	
23	2701 Manchester Trafficway	
XX	XXX	

**CGL COMPANIES, LLC**

2260 Del Paso Road, Suite 100

Sacramento, California 95834



8248 NW 101<sup>st</sup> Terrace, #5  
Kansas City, Missouri 64153

February 8, 2021



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February 8, 2021

Mr. Richard Davidson, AIA  
**CGL COMPANIES, LLC**  
2260 Del Paso Road, Suite 100  
Sacramento, CA 95834

**Re: Desktop Study Report**  
**Proposed New Jackson County Detention Center**  
**Site 21: 7000 E US Highway 40 (Southern Portion)**  
**Kansas City, Missouri**  
**TSi Job Number: 20202062.00**

Dear Mr. Davidson:

TSi Geotechnical, Inc. (TSi) has completed the authorized Desktop Study for the "Site 21: 7000 E US Highway 40 (Southern Portion)" of the referenced project and is pleased to submit this report of our findings to CGL Companies, LLC (CGL). We understand that up to five sites are being considered for the proposed New Jackson County Detention Center (JCDC). This report should be considered a guide, as a site investigation has not been performed. The overall purpose of this Desktop Study was to research and review publicly available information including local geology, monitoring wells, logged wells, and inventory of mines along with other data such as TSi's project database near the site in order to evaluate anticipated critical geotechnical design considerations.

We appreciate the opportunity to assist you with this project. If you have any questions, or if we may be of further service to you, please call us.

Respectfully submitted,  
**TSi GEOTECHNICAL, INC.**

**PRELIMINARY**  
Arad, Nickan, P.E.  
Project Manager

**PRELIMINARY**  
Nilesh Lal, PE  
Senior Project Manager

**PRELIMINARY**  
Denise B. Hervey, PE  
Principal

PROFESSIONAL SERVICE SINCE 1989



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**DESKTOP STUDY REPORT  
PROPOSED NEW JACKSON COUNTY DETENTION CENTER  
SITE 21: 7000 E US HIGHWAY 40 (SOUTHERN PORTION)  
KANSAS CITY, MISSOURI**

**1.0 SCOPE OF SERVICES**

The project includes construction of a new detention center in Jackson County, Missouri. Five (5) sites, which met the site selection criteria of the proposed development, were selected by the consulting team for further evaluations. This report summarizes the results of a desktop study performed for the Site 21 of the proposed new JCDC located within the northwest quadrant of the intersection of E US Highway 40 and Manchester Trafficway in Kansas City, Missouri. The study was performed in general accordance with the current contract between CGL and TSi, dated January 6, 2020. Available information including existing boring data in the general project vicinity and a review of monitoring wells, logged wells, and inventory of mines in the area were performed in preparation of this report. Based on TSi's understanding of the project, the following items have been identified for inclusion in this desktop study report:

- Generalized subsurface conditions anticipated near the project location;
- Estimated depths to bedrock; and
- Geotechnical engineering considerations.

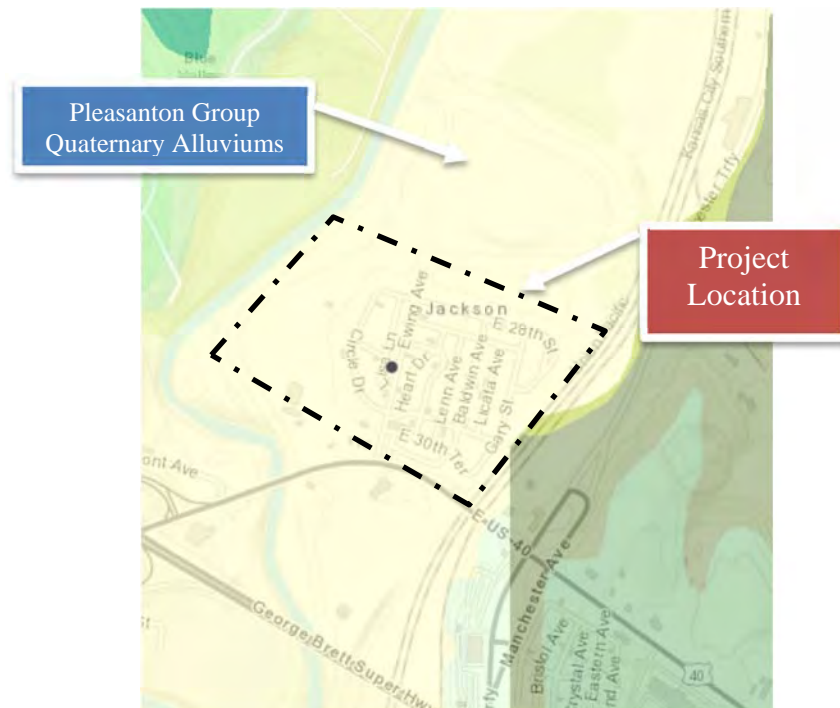
## 2.0 SITE AND PROJECT DESCRIPTION

The project site is in Kansas City Missouri and is bounded to E US Highway 40 from south, Manchester Trafficway from east, and Blue River from west. The project site is about 98 acres in plan area. The site is previously developed with mobile homes. Based on review of the publicly available historical aerial images, it appears that the eastern portion of the mobile homes' site was developed in or before 1963 and the western portion of the mobile homes site was developed in or before 1969. At the site area where the mobile homes are located, the existing grade elevation is between 754 and 756 feet. The existing terrains slope up towards the Blue River such that the existing grade elevations close to the river reaches to 760 to 768 feet. The proposed detention center building is approximately 22 acres in plan area and is planned to be located close to the center of the site where the existing mobile homes are located. The existing grade at this location is below the FEMA 500-year floodplain elevation at 761 feet and as a result the existing grade at the location of the proposed building is planned to be raised to an elevation of about 762 feet to be at least 1 foot above the 500-year floodplain elevation. It is estimated that approximately 6 to 8 feet of fill needs to be placed to raise the grade to 762 feet. The general location of the project site is shown in the aerial map below:



### 3.0 REGIONAL GEOLOGY

Based on the United States Geological Survey (USGS) and Missouri Department of Natural Resources (GeoSTRAT) database, the site is within Pleasanton Group of Late Pennsylvanian-Upper Series-Missourian stage which can be generalized as alluviums consist of clays and sands deposited within the Blue River flood plain (Quaternary Alluviums) underlain by bedrock with major lithologic constituents of shale and sandstone beds and minor lithologic constituents of coal.



### 4.0 REVIEW OF PUBLICLY AVAILABLE DATA

#### 4.1 WELL LOG REVIEW

TSi reviewed the Missouri Department of Natural Resources inventory of monitoring wells and logged wells to determine approximate elevation to bedrock and anticipated soil deposits in the vicinity of the site. One logged well and two monitoring wells were identified in proximity of the project site. The information obtained from the wells is provided below:



Logged Well ID 0008288

The logged well is within the project site and less than 500 feet from the location of the proposed detention center building. The surface elevation at the well location is reported at 753 feet. Soil deposits were encountered within approximately 62 feet. Shale bedrock presents below the soil deposits to an approximate depth of 130 feet below ground surface (bgs) followed by alternative layers of shale and limestone beds to the termination depth of the well at an approximate depth of 500 feet bgs.

Monitoring Well Ref. No. 00229419

The monitoring well is approximately 0.2 mile to the southwest of the proposed detention center building. The monitoring well similar to the site is within Quaternary Alluviums. The surface elevation at the well location is approximately at 762 feet. Soil deposits underlie the upper at least 57 feet which can be generalized as silty clay and clay with varying amount of sand and gravel within the upper 36 feet followed by sandy silt and fine sand to the termination depth of the well.

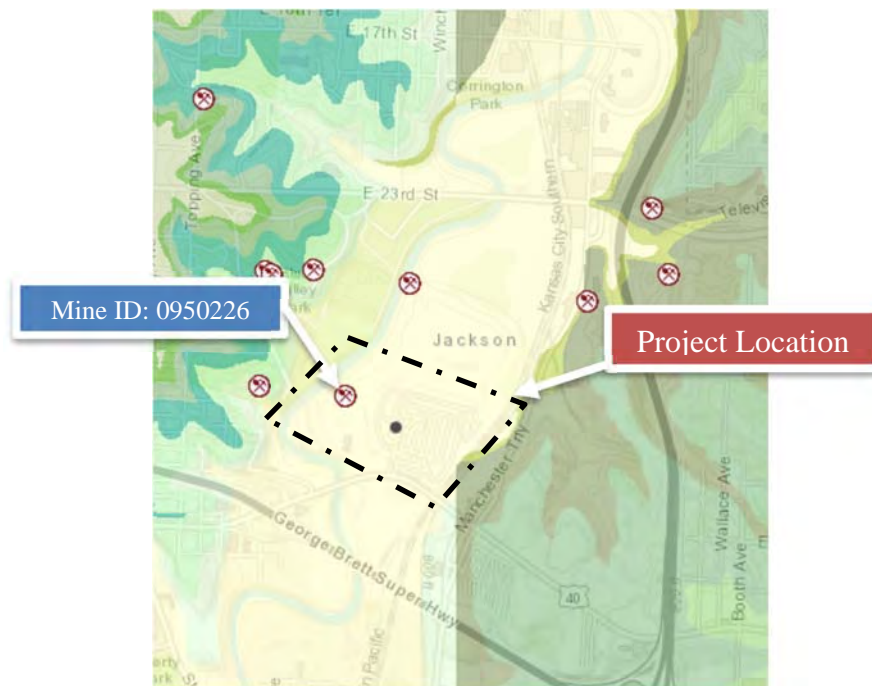
Monitoring Well Ref. No. 00160129

The monitoring well is approximately 0.25 mile to the southwest of the location of the proposed detention center building. The monitoring well similar to the site is within Quaternary Alluviums. The surface elevation at the well location is approximately at 764 feet. Soil deposits underlie the upper at least 46 feet which can be generalized as silty clay and clay with varying amount of sand and gravel within the upper 25 feet followed by clayey sand to a depth of 30 feet which underlies by lignite to the termination depth of the well.



## 4.2 MINING HISTORY REVIEW

TSi reviewed the Missouri Department of Natural Resources “Inventory of Mines, Occurrences, and Prospects” database. Based on the map provided in their database, we understand a mine with ID No. 0950226 is located within the western portion of the site; less than 500 feet distant from the planned location of the proposed detention center building. The mine is abandoned and was previously operated by “Downtown Industrial Development Corp”. The type of mine is not reported in the studied database. The elevation of the mined formation is reported at about 695 feet which is approximately 65 feet below the existing grades at its pin location on the map which can implicate that the mine might be under-mined. Additional studies should be conducted to verify the type of mine, its exact extents and elevation(s). It also should be noted that, no obvious open-pit mine was identified in our review of available historical images from 1953.



## 5.0 TSi's PROJECT HISTORY

TSi conducted a field exploration approximately 0.4 mile to the south of the project site consisted of six (6) borings, in May 2014. The borings drilled for this project were within Quaternary Alluvium deposits similar to the project site. The borings were drilled to a depth of 36 to 54 feet bgs. The underlying subsurface materials can be generalized as medium stiff to stiff fat and lean clays within the upper 23 to 37 feet underlying by medium dense clayey sand to the termination depth of the borings. Existing fills were encountered within the upper 5 feet in some of the borings. The groundwater was encountered at depths between 16.5 and 25 feet bgs.



## 6.0 PRELIMINARY GEOTECHNICAL SUMMARY

### 6.1 GENERAL ANTICIPATED SUBSURFACE CONDITIONS ON SITE

The available information reviewed in this desktop study report indicates that lean and fat clay materials with varying amount of sand and gravel are expected to be encountered within the upper 20 to 35 feet followed by clayey sand or silty sand to an approximate depth of 60 feet below ground surface. Shale bedrock is expected to underlie the soil deposits to a depth of about 130 feet followed by alternative layers of limestone and shale. The clayey soils at this sits are anticipated to be low- to medium-plastic. The groundwater seepage is expected to be encountered at depths of 15 to 25 feet.

### 6.2 GEOTECHNICAL ENGINEERING CONSIDERATIONS

Without performing a field exploration on the project site accompanied with a proper laboratory testing, TSi cannot state with any certainty that the soil/bedrock conditions at certain locations will be similar, better, or worse than what has been estimated in this report. The design team should consider and accept these uncertainties while reviewing the general anticipated subsurface

conditions in this desktop study report. A field exploration may be conducted by TSi if additional information is necessary for use in design of the proposed structures.

The proposed detention center building is planned to be placed at the current location of a mobile homes community. We recommend that after relocating the mobile homes their shallow foundations along with any pavement be demolished and removed from the project site. Any active utility line should be redirected and removed from the project site. Abandoned utilities should be either removed or if they plan to remain in place, be grouted and filled properly.

We understand the pad elevation at this site will be at 762 feet which requires placement of 6 to 8 feet of select fill. We note that the underlying soil materials within the upper at least 25 feet are generally lean and fat clay soils which are prone to consolidation settlement. We estimate the placement of this amount of fill may trigger a consolidation settlement of 2 to 5 inches. The consolidation settlement is expected to occur within at least 10 to 15 years after placement of fill, which approximately 75 to 90% of consolidation may take place within the first 3 to 5 years. We recommend a thorough consolidation settlement analysis be conducted on this site to evaluate the amount of settlement. In addition, a proper settlement monitoring program needs to be retained to track the amount of settlement and modify the settlement-time rates, if necessary. The settlement monitoring program needs to be conducted prior to placing any fill and should continue for at least 15 years after placement of the fills. We understand because of the project time constraints, it may not be applicable to allocate sufficient time to consolidation settlement takes place. In this case, the proposed building and other settlement sensitive structures at this site should be supported over a deep foundation system installed within the underlying sand deposits or shale bedrock. As an alternative option, an area equivalent to the proposed JCDC building plus a one-half of the thickness of clay layer (approximately 10 to 20 feet at this site) at each direction can be preloaded with a surcharge load greater than 6 to 8 feet of fill to accelerate consolidation settlement.

There is a possibility that some portions of the site was under-mined previously. Additional studies should be conducted to evaluate the site condition in this regard. We note that geophysical studies such as electrical resistivity test or ground penetration radar (GPR) can also be conducted to detect any underground cavities at this site.

Cohesive soils were encountered within the upper soil strata which are generally resistant to liquefaction. In addition, based on MoDOT Engineering Policy Guide (EPG) Figure 751.9.1.3.3, the project site is located within Seismic Performance Category (SPC) "A". As such, the soils at the site are not considered susceptible to liquefaction or substantial settlement or loss in strength when subject to the design earthquake loading.

We expect that the raised grades will be sloped down to meet the adjacent grades at lower elevations. We recommend sideslopes with inclination of 1V:3H or flatter be considered for raising the grades at this site.



## 7.0 REPORT LIMITATIONS

This report has been prepared for the exclusive use of **CGL COMPANIES, LLC** and **NEWMARK ZIMMER** for the specific application to the subject project. The considerations contained in this report have been made in accordance with generally accepted soil and foundation engineering practices; no other warranties are implied or expressed.

The analyses submitted in this report are based upon publicly available data, data provided by the project team, and TSi's project database. The nature and extent of variations from these findings may not become evident until a geotechnical exploration is performed. If variations then appear evident, it may be necessary to re-evaluate the contents of this report.

# DESKTOP STUDY REPORT

PROPOSED NEW JACKSON COUNTY DETENTION  
CENTER;

SITE 23: 2701 MANCHESTER TRAFFICWAY

KANSAS CITY, MISSOURI

TSI PROJECT NUMBER 20202062.00

Site No.	Site Name	Report
19	I-435 and Truman Road	
21	7000 E US Highway 40 (Southern Portion)	
22	7000 E US Highway 40 (Northern Portion)	
23	2701 Manchester Trafficway	✓
XX	XXX	

**CGL COMPANIES, LLC**

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Kansas City, Missouri 64153

February 8, 2021



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February 8, 2021

Mr. Richard Davidson, AIA  
**CGL COMPANIES, LLC**  
2260 Del Paso Road, Suite 100  
Sacramento, CA 95834

**Re: Desktop Study Report**  
**Proposed New Jackson County Detention Center**  
**Site 23: 2701 Manchester Trafficway**  
**Kansas City, Missouri**  
**TSi Job Number: 20202062.00**

Dear Mr. Davidson:

TSi Geotechnical, Inc. (TSi) has completed the authorized Desktop Study for the “Site 23: 2701 Manchester Trafficway” of the referenced project and is pleased to submit this report of our findings to CGL Companies, LLC (CGL). We understand that up to five sites are being considered for the proposed New Jackson County Detention Center (JCDC). This report should be considered a guide, as a site investigation has not been performed. The overall purpose of this Desktop Study was to research and review publicly available information including local geology, monitoring wells, logged wells, and inventory of mines along with other data such as TSi’s project database near the site in order to evaluate anticipated critical geotechnical design considerations.

We appreciate the opportunity to assist you with this project. If you have any questions, or if we may be of further service to you, please call us.

Respectfully submitted,  
**TSI GEOTECHNICAL, INC.**

**PRELIMINARY**

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PROFESSIONAL SERVICE SINCE 1989

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DESKTOP STUDY REPORT  
PROPOSED NEW JACKSON COUNTY DETENTION CENTER  
SITE 23: 2701 MANCHESTER TRAFFICWAY  
KANSAS CITY, MISSOURI

## 1.0 SCOPE OF SERVICES

The project includes construction of a new detention center in Jackson County, Missouri. Five (5) sites, which met the site selection criteria of the proposed development, were selected by the consulting team for further evaluations. This report summarizes the results of a desktop study performed for the Site 23 of the proposed new JCDC located within the northwest quadrant of the intersection of E US Highway 40 and Interstate Highway 435 (I-435) in Kansas City, Missouri. The study was performed in general accordance with the current contract between CGL and TSi, dated January 6, 2020. Available information including existing boring data in the general project vicinity and a review of monitoring wells, logged wells, and inventory of mines in the area were performed in preparation of this report. Based on TSi's understanding of the project, the following items have been identified for inclusion in this desktop study report:

- Generalized subsurface conditions anticipated near the project location;
- Estimated depths to bedrock; and
- Geotechnical engineering considerations.

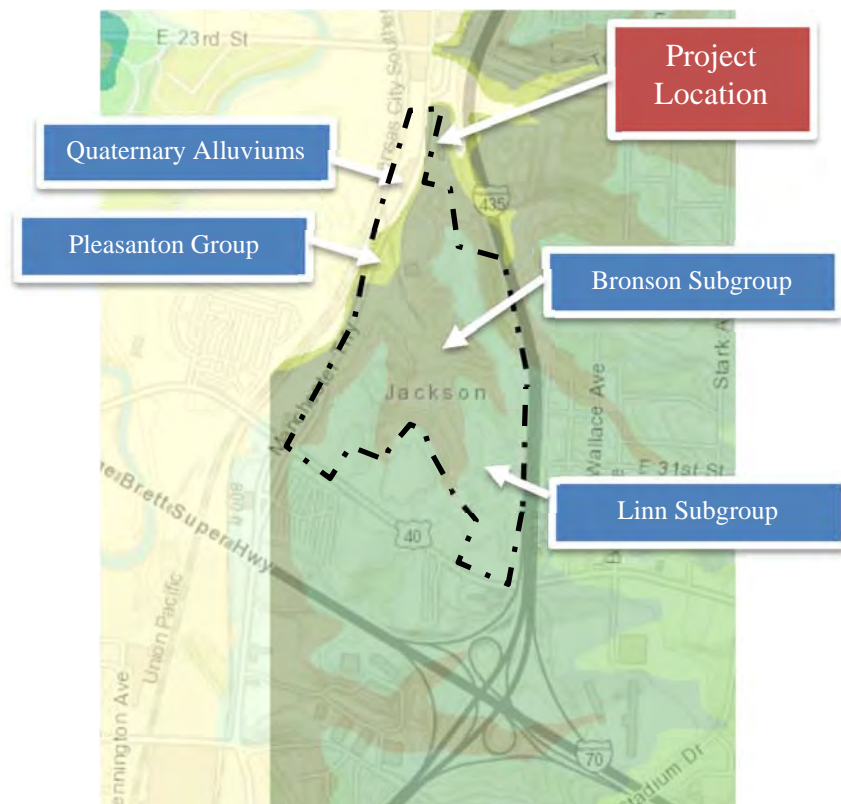
## 2.0 SITE AND PROJECT DESCRIPTION

The Site 23 is bounded to Manchester Avenue from the west, E US Highway 40 from the south, and I-435 from the east. The project site is about 72 acres in plan area. An open-pit mine can be identified within the north-end of the site. Several industrial buildings are also present at the site, especially within the northern portion of the site. The southern portion of the site is covered mostly with trees and grass. A review of aerial images and well reports suggests that a landfill area is located within the southern portion of the site as well. The proposed JCDC building is approximately 22 acres in plan area and is planned to be constructed close to the center of the site. The existing grade elevation at the center of the site is generally between 780 to 810 feet. The building pad elevation at this site is planned to be at about 780 feet, which means there will be mostly cut-areas to grade the site to this elevation and no major fill will be placed. The general location of the project site is shown in the aerial map below:



### 3.0 REGIONAL GEOLOGY

Based on the United States Geological Survey (USGS) and Missouri Department of Natural Resources (GeoSTRAT) database, the site is within Kansas City Group of Late Pennsylvanian-Upper Series-Missourian stage underlain by bedrock with major lithologic constituents of shale and limestone beds and minor lithologic constituents of coal and sandstone beds.



#### Linn Subgroup

The Cherryvale Shale comprises five members which are, in ascending order: Fontana Shale, Block Limestone, Wea Shale, Westerville Limestone, and Quivira Shale. In its outcrop area the formation ranges in thickness from about 44 to 60 feet.

#### Bronson Subgroup

The Bronson Subgroup of the Kansas City Group consists of the following formations in northeastern and eastern Kansas, in ascending order: Hertha Limestone, Elm Branch Shale, Swope Limestone, Galesburg Shale, and Dennis Limestone.

### Pleasanton Group

The Pleasanton Group, a span of rocks that is mostly shale but includes some sandstone, limestone, and coal. The Pleasanton Group is approximately 100 ft thick near the Missouri-Kansas border.

## 4.0 REVIEW OF PUBLICLY AVAILABLE DATA

### 4.1 WELL LOG REVIEW

TSi reviewed the Missouri Department of Natural Resources inventory of monitoring wells and logged wells to determine approximate elevation to bedrock and anticipated soil deposits in the vicinity of the site. One logged well and three monitoring wells were identified in proximity of the project site. The information obtained from the wells is provided below:

#### Logged Well ID 0006576

The logged well is outside of the project site and less than 0.3 mile distant from the location of the proposed detention center building. The logged well was within Zarah subgroup. The surface elevation at the well location is reported at 897 feet. Shale bedrock outcropped at the surface and extended to a depth of 30 feet. Alternative layers of shale, limestone, and slate beds were encountered within the upper 200 feet, thereafter sand layers also were reported within the rock beds. The well was terminated at a depth of about 482 feet below the grade at the time of exploration.

#### Monitoring Well Ref. No. 00161235

The selected well is to the southeast of the site and less than 0.25 mile distant from the planned location of the proposed JCDC building. The monitoring well is within Bronson Subgroup. The existing grade elevation at the location of well is estimated to be at approximately 885 feet. The well was drilled to a depth of 27 feet and the underlying materials were reported as “silt/clay/shale”.

#### Monitoring Well Ref. No. 00103792

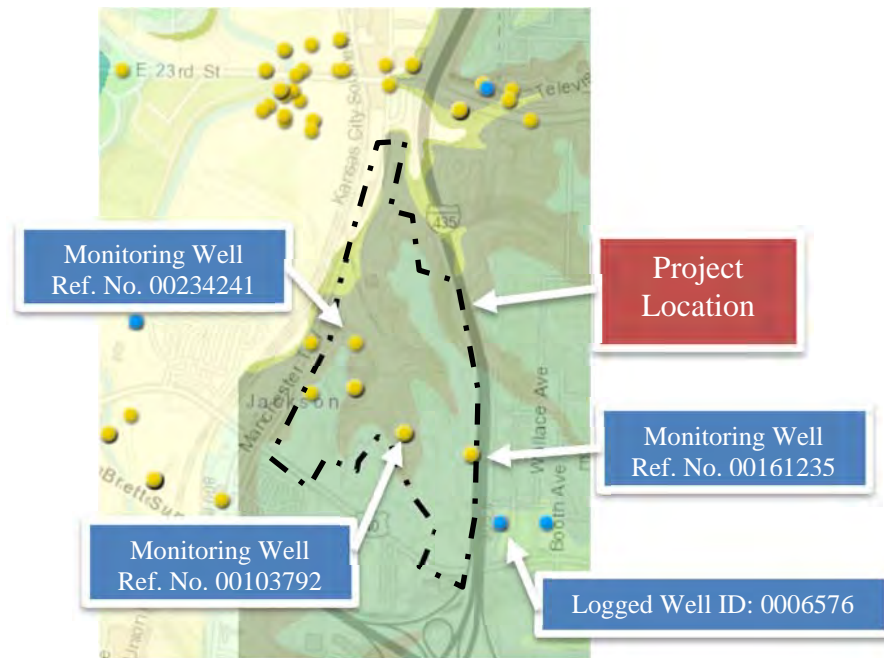
This monitoring well is to the middle-south of the site and less than 0.15 mile distant from the planned location of the proposed JCDC building. The well is within Linn Subgroup. The existing grade elevation at the location of well is estimated to be at approximately 865 feet. The well was drilled to a depth of 30 feet. The upper 8 feet is reported as “Clay Shale Cap” and the materials below that is reported as “Landfill/Common Trash”. The well was drilled on October 10, 2000. An aerial image, dated March 18, 1990, was taken from the site which shows the approximate boundaries of the landfill at this part of the site.

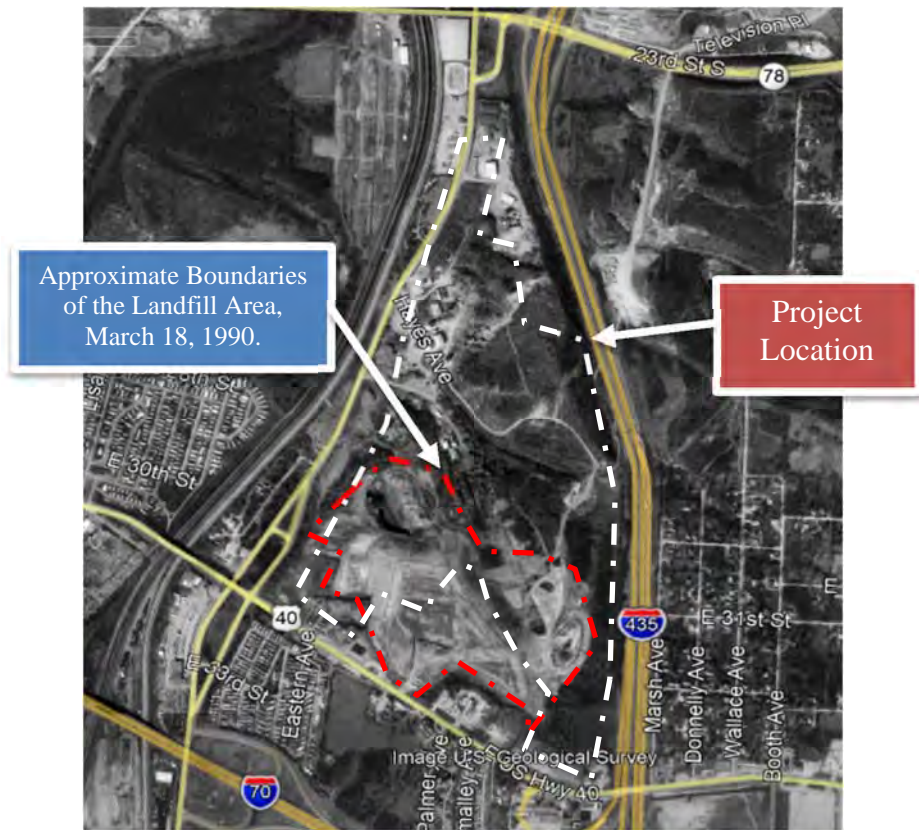
#### Monitoring Well Ref. No. 00234241

This monitoring well is to the middle-west of the site and less than 500 feet distant from the planned location of the proposed JCDC building. The well is within Linn Subgroup. The existing



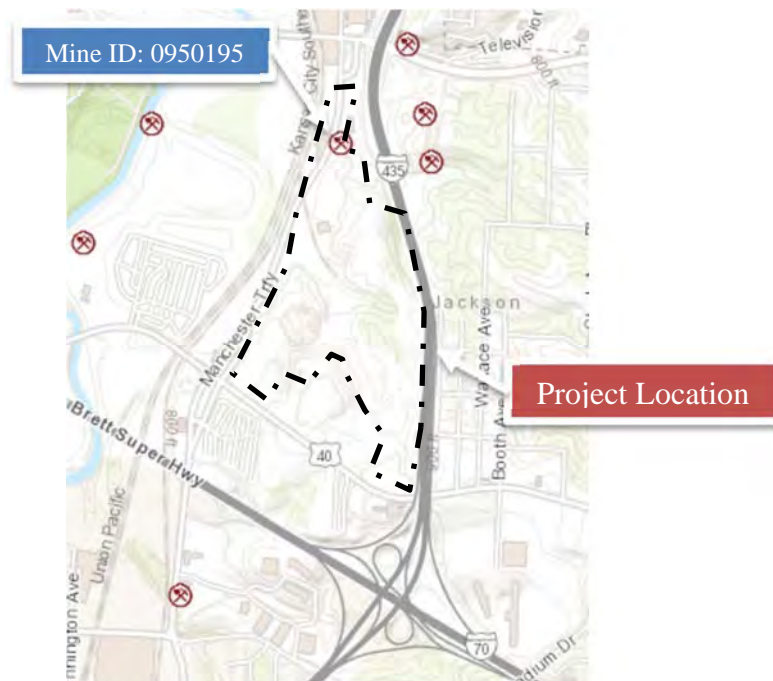
grade elevation at the location of well is estimated to be at approximately 840 feet. The well was drilled to a depth of 57 feet. The upper 15 feet is reported as “Fill” and the materials below that is reported as alternative layers of limestone and shale bedrock. The well was drilled on April 10, 2000.





#### 4.2 MINING HISTORY REVIEW

TSi reviewed the Missouri Department of Natural Resources “Inventory of Mines, Occurrences, and Prospects” database. Based on the map provided in their database, we understand a mine with ID No. 0950195 is located within the northern portion of the site. The mine is reported as active, “Producer”, and the type of mine is reported as “surface, underground” limestone mine, in the studied database. The operator of mine is listed as “Callaway Mining Co; Centropolis Crusher Company Inc.”. The elevation of the mined formation is provided at about 780 feet. The extents and depth(s) of the underground portion of the mine were not provided. A detailed study should be performed to identify this information. Please review the “6.2 Geotechnical Engineering Considerations” section of the report for our recommendations.



## 5.0 TSi's PROJECT HISTORY

TSi conducted a field exploration approximately 0.4 mile to the southwest of the project site consisted of six (6) borings, in May 2014. The borings drilled for this project were within Quaternary Alluvium deposits. The borings were drilled to a depth of 36 to 54 feet bgs. The underlying subsurface materials can be generalized as medium stiff to stiff fat and lean clays within the upper 23 to 37 feet underlying by medium dense clayey sand to the termination depth of the borings. Existing fills were encountered within the upper 5 feet in some of the borings. The groundwater was encountered at depths between 16.5 and 25 feet bgs.



## 6.0 PRELIMINARY GEOTECHNICAL SUMMARY

### 6.1 GENERAL ANTICIPATED SUBSURFACE CONDITIONS ON SITE

The available information reviewed in this desktop study report indicates that fill materials consisted of lean and fat clays, or silty clays may be encountered within the upper 5 to 10 feet which were underlain by alternative layers of shale and limestone bedrock. The rock in some areas might be encountered even at shallower depths or even outcropped. The groundwater elevation is expected to be approximately at 825 feet in average which increases from northwest to southeast. A landfill is located within the southern portion of the site which extends to a depth of at least 30 feet below ground surface.

### 6.2 GEOTECHNICAL ENGINEERING CONSIDERATIONS

Without performing a field exploration in the project site accompanied with a proper laboratory testing, TSi cannot state with any certainty that the soil/bedrock conditions at certain locations will be similar, better, or worse than what has been estimated in this report. The design team should



consider and accept these uncertainties while reviewing the general anticipated subsurface conditions in this desktop study report. A field exploration may be conducted by TSi if additional information is necessary for use in design of the proposed structures.

The project site is covered by trees within the southern portion. After clearing the site from trees, organic substances, topsoil, and other deleterious materials should also be stripped and removed from the project site.

A landfill area can be identified within the southern portion of the site. The landfill seems to be to a depth of at least 30 feet bgs. No structure or roadway can be supported over the landfill area. If any structure is planned, the landfill should be opened and the waste materials or any backfilled deleterious materials should be removed completely. The excavated areas should be backfilled with properly placed and compacted select fill materials. The evaluation of environmental impacts of presence of landfill or environmental concerns regarding removal of the landfill area are beyond our scope of work for this desktop study report. A separate environmental site assessment should be conducted for this purpose.

The exact plan or floor elevation(s) of the underground mine is not available to TSi at the time of preparation of this report. If any structures is planned to be supported over the under-mined area, we recommend an area equivalent to the footprint area of the structure plus a one-half of the depth of the under-mine floor at each direction be backfilled with a proper flowable fill materials. The flowable fill should be placed in a way to avoid air-trap below the ceilings of the mine. Since, flowable fill may shrink after placement, we recommend flowable fill be placed in multiple stages or a proper grout be injected to make certain no space or void remains under mine's ceiling and the stresses from external loads can be properly transferred through the flowable fill to the underlying layers.

## 7.0 REPORT LIMITATIONS

This report has been prepared for the exclusive use of **CGL COMPANIES, LLC** and **NEWMARK ZIMMER** for the specific application to the subject project. The considerations contained in this report have been made in accordance with generally accepted soil and foundation engineering practices; no other warranties are implied or expressed.

The analyses submitted in this report are based upon publicly available data, data provided by the project team, and TSi's project database. The nature and extent of variations from these findings may not become evident until a geotechnical exploration is performed. If variations then appear evident, it may be necessary to re-evaluate the contents of this report.



# JACKSON COUNTY

DETENTION CENTER



# APPENDIX C SAMPLE CONTRACT FOR SALE





# DRAFT

## COMMERCIAL REAL ESTATE SALES CONTRACT

**PARTIES:** This contract ("Contract") is made between:

**SELLER: Park Holdings, Inc.**, and **BUYER: Jackson County, Missouri**, and is effective as of the date of acceptance on the last signature on this Contract (the "Effective Date").

**2. PROPERTY:** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the real estate described in Exhibit A (Legal Description) attached hereto, such to be verified by the Title Company and ALTA survey, together with any buildings and improvements thereon, and all personal property used in the operation of the buildings and improvements, including, if any, all mechanical systems, fixtures and equipment, heating, ventilating and air-conditioning equipment, electrical systems and lighting, plumbing equipment and fixtures, floor coverings, storm windows and doors, screens and awnings, keys, and including the following:

**107.25 acres of ground on three (3) parcels.**

all of which is commonly known and numbered as **7000 E US Highway 40**, in the City of **Kansas City** in **Jackson County**, State of **Missouri**.

Such real estate and other property shall be collectively referred to in this Contract as the "Property".

**3. EXCEPTIONS:** The Property shall be subject, however, to the Permitted Exceptions (as defined in the paragraph entitled "Title Insurance"), zoning ordinances and laws and the following existing leases or tenancies:

**4. PURCHASE PRICE:** The Purchase Price is [REDACTED] **DOLLARS** (\$[REDACTED]) which Buyer agrees to pay as follows:

a. [REDACTED] **DOLLARS** (\$[REDACTED]) at the signing of this Contract as Earnest Money, such to be deposited upon execution of this Contract within ten (10) days, in the insured trust or escrow account of **Stewart Title Insurance Co** ("Escrow Agent") as part of the consideration of the sale;

b. The balance to be paid in the following manner: [REDACTED] **DOLLARS** (\$[REDACTED]), in guaranteed funds or cashier's check at Closing (as defined in this Contract), adjusted at Closing for prorations, closing costs and other agreed expenses, and [state other payment or financing terms if any]

**5. CLOSING AND POSSESSION DATE(S):** Subject to all the provisions of this Contract, the closing of this Contract (the "Closing") shall take place at the offices of **Stewart Title Insurance Company, 1220 Washington, Kansas City, MO sixty (60) days following the expiration of the Due Diligence Period** or prior thereto by mutual consent, and possession shall be delivered upon closing. **The Closing of this Contract is subject to the final approval of the Jackson County Legislative Body. Seller shall pay for standard title insurance policy, Seller's attorney's fees and half of the closing costs. Buyer shall pay for special endorsements to title insurance policy, Buyer's attorney's fees, and half of the closing costs.**

**6. EXISTING FINANCING:** Unless otherwise provided in this Contract, Seller shall make any payments required on existing mortgages or deeds of trust until Closing. If this Contract provides that the Property is being sold subject to any existing mortgage or deed of trust, Buyer shall, at Closing, reimburse Seller for any principal reductions not already considered in computing payments of purchase price and for any deposits held by the holder of the mortgage or deed of trust that are transferred to Buyer.

**7. PRORATIONS:** The rents, income and expenses from the Property, and the interest on any existing mortgages or deeds of trust to which this sale is made subject, shall be prorated between Seller and Buyer as of Closing. Seller shall pay all general real estate taxes levied and assessed against the Property, and all installments of special assessments for the years prior to the calendar year of Closing. All such taxes and installments of special assessments becoming due and accruing during the calendar year of Closing shall be prorated between Seller and Buyer on the basis of such calendar year, as of Closing. If the amount of any tax or special assessment cannot be ascertained at Closing, pro-rata shall be computed on the amount for the preceding year's tax or special assessment. Buyer shall assume and pay all such taxes and installments of special assessments accruing after the Closing.

**8. TITLE INSURANCE:** Seller shall deliver and pay for an owner's ALTA title insurance policy insuring marketable fee simple title in Buyer in the amount of the Purchase Price as of the time and date of recording of Seller's Warranty Deed (the "Deed"), subject only to the Permitted Exceptions defined below. Seller shall, as soon as possible and not later than **TEN (10) days** after the Effective Date of this Contract, cause to be furnished to Buyer a current commitment to issue the title policy (Title Commitment), to be issued through **Stewart Title Insurance Company** (the "Title Company"). Buyer shall have **TEN (10) business days** after receipt of the Title Commitment (the "Title Review Period") in which to notify Seller in writing of any objections Buyer has regarding any matters shown or referred to in the Title Commitment. Any matters which are set forth in the Title Commitment and to which Buyer does not object within the Review Period shall be deemed to be permitted exceptions to the status of Seller's title (the "Permitted Exceptions"). With regard to items to which Buyer does object within the Review Period, Seller shall have **TEN (10) days** after receipt of Buyer's written notice of objections to cure such objections ("Title Cure Period").

If Seller does not cure the objections by the end of the Title Cure Period or if Seller and Buyer have not agreed to extend the Title Cure Period by amending this Contract, then this Contract shall automatically be terminated unless Buyer waives the objections no later than **TEN (10)** business days after the end of the Title Cure Period.

(Check one) ☐ Seller ☒ Buyer assume responsibility for paying for a survey and shall order a survey of the Property as soon as possible and not later than **FIVE (5)** business days after the Effective Date of this Contract. Unless otherwise objected to in writing by Buyer or Seller within five (5) days of delivery of the survey, the survey will be accepted as being correct for the Property and there will be no objections to such. **Seller shall provide existing survey in Seller's possession.**

**9. INSPECTIONS:** Seller shall grant Buyer reasonable access to the Property for **one hundred and twenty (120)** days after the Effective Date of this Contract (the "Inspection Period") for the purpose of inspecting the physical condition of the Property. Buyer's inspection rights shall include performing soil tests, environmental tests or audits, foundation and mechanical inspections and such other inspections or surveys as Buyer may reasonably request. Buyer agrees to repair any damage to the Property arising from these inspections and to indemnify, defend and hold Seller harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorney's fees, court costs and other legal expenses, resulting from these inspections. Buyer's obligations imposed by this paragraph shall survive termination of this Contract. Buyer agrees to provide Seller with a copy of any written reports resulting from such inspections within **FIFTEEN (15)** business days of the completion of said inspections. With regard to any deficiencies identified during the inspection by Buyer which Buyer requests be corrected, Seller shall have **FIVE (5)** days (the "Cure Period") after seller's receipt of Buyer's written notice of such inspection issues to define in an Amendment to this Contract how and when such deficiencies will be cured. If Seller elects not to cure the deficiencies within the time frame defined in such Amendment, then this Contract shall automatically be terminated unless Buyer waives the objections no later than **FIVE (5)** business days after the end of the Cure Period. Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical condition of the Property, other than as set forth in the paragraph entitled "INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION" of this Contract. In addition, Buyer, or Buyer's representatives, may re-inspect the Property before Closing upon reasonable notice to Seller. **Buyer shall be allowed to complete soil borings during the Inspection period.**

**10. DUE DILIGENCE:** Buyer will have **one hundred and twenty (120)** days after the Effective Date of this Contract to perform due diligence (the "Due Diligence Period") for the purpose of exploring and obtaining approval of governmental authorities for the intended purpose of the Property and any changes in zoning, if necessary. Upon presentation by Buyer to Seller of the written refusal(s) of such governmental authorities to Buyer's requests for approval of such intended purposes and zoning prior to the expiration of the Due Diligence Period, Buyer may deliver written notification to Seller to cancel this Contract and this Contract will be terminated. In the absence of such termination notice, the Inspections and Due Diligence shall be deemed to be satisfactory to Buyer.

**Seller shall provide all items in Exhibit B, within Seller's possession, within five (5) days of the Effective Date of this Contract. Buyer shall have the ability to extend the Due Diligence Period up to ninety (90) days with three (3) thirty (30) day extensions.**

**During the Due Diligence Period, Buyer shall pursue the Special Use Permit required by the City of Kansas City, a FEMA Permit, and approval to replat of the existing parcel(s) of the Property. Seller shall support these pursuits by cooperating with the Buyer and any government entities as needed, which would include, but not be limited to, signing affidavit's that allow the Buyer to pursue such permits and approvals.**

**11. REPRESENTATIONS:** Buyer acknowledges that neither Seller nor any party on Seller's behalf has made, nor do they hereby make, any representations as to the past, present or future condition, income, expenses, operation or any other matter or thing affecting or relating to the Property except as expressly set forth in this Contract. Buyer agrees to assume full responsibility for completing Buyer's Due Diligence in such a manner as to answer all questions necessary to make the decision to purchase the Property.

A. To the best of Seller's knowledge, there are no assessments for public improvements against the Property which remain unpaid, including, without limitation, those for construction of sewer or water lines or mains, streets, sidewalks, and/or curbs, except those shown in the Title Commitment.

B. To the best of the Seller's knowledge, all improvements on the Property lie within the boundaries described in Exhibit A and do not encroach on any other property or violate any setback requirements.

C. To the best of Seller's knowledge, i) the Property is in good working order and repair sufficient for the use and maintenance of the Property as it is presently used and maintained except items listed herein and is not subject to any latent defect or other adverse condition not capable of being observed in the course of a normal inspection; (ii) there are no oil burners, incinerators, fuel-burning devices or other sources of air pollution at the Property and there is no fuel stored upon the Property; (iii) the Property has been during Seller's ownership and is presently used and operated in compliance in all material respects with all Applicable Laws. For purposes hereof, the term "Applicable Laws" means any statute, laws, ordinances or other governmental requirements, including without limitation the Comprehensive Environmental Response,

Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et. Seq.) and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901, et. Seq.

D. Seller has not, to Seller's knowledge, received any written notice from any federal, state, county, municipal or other governmental department, agency or authority or from any other person or entity, concerning, nor does Seller have any actual knowledge of the existence of, any material petroleum product or other Hazardous Material discharge or seepage from the Property. The term "Hazardous Material", as used in this Section, shall mean any chemical, waste, byproduct, pollutant, contaminant, compound, product, substance or other material (i) that is hazardous or toxic or (ii) the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, emission, discharge, disposal, abatement, cleanup, removal, remediation or handling of which, is prohibited, controlled or regulated by any Applicable Law.

E. Seller has not, to Seller's knowledge, received any written notice from any insurance company or inspection or rating bureau setting forth any requirements as a condition to the continuation of any insurance coverage on or with respect to the Property or the continuation thereof at premium rates existing at present which have not been remedied or satisfied.

F. To the best of Seller's knowledge, neither Seller nor the Property, is or was at any time a party to, or the subject of, or threatened by, any litigation, claim, proceeding or investigation arising from any actual, suspected, or threatened generation, storage, use, treatment, release, or disposal of Hazardous Materials on, at, in, under, or above the Property or arising from the operation of, or violation or suspected or threatened violation of, any Applicable Law including, without limitation, any Applicable Law pertaining to health, protection of the environment, natural resources, conservation, wildlife, waste management, Hazardous Materials, or pollution. To Seller's knowledge, there are no grounds, facts, circumstances or other matters which might provide a basis for any such litigation, claim, proceeding, or investigation.

G. To the best of Seller's knowledge, there are no asbestos-containing materials (except those materials used in the original construction of the Improvements on the Property). Seller is unaware of the existence of underground storage tanks, polychlorinated biphenyls, lead based paint (except those materials which may have been used in the original construction of the improvements on the Property or radon (in excess of outdoor air levels) on the Property other than those that may be discovered by an environmental inspection at the behest of the Buyer and at Buyers expense.

H. To the best of Seller's knowledge, Seller has not filed a notice under any environmental law disclosing the improper use, storage, disposal or release of Hazardous Materials.

I. To the best of Seller's knowledge, no services, material or work have been supplied to the Property by or at the instance of Seller for which payment has not been (or will not by Closing be) made in full.

J. To the best of Seller's knowledge, the representations and warranties contained in this paragraph 11 are true and complete in all material respects and not misleading in any material respect as of the date hereof and shall be deemed to be repeated at and as of the Closing Date and shall be true and complete in all material respects and not misleading in any material respect as of the Closing Date except as revealed to Buyer in writing. As a condition to Closing, Seller will provide a certificate to Buyer that the representations and warranties contained in this paragraph 9 are true and complete in all material respects and not misleading in any material respect as of the date of Closing. Seller agrees to indemnify Buyer and hold Buyer harmless and defend Buyer from and against any and all loss, cost, claims, liabilities, damages and expenses, including, without being limited to, reasonable attorneys' fees, arising as the result of a proven (by judgment or otherwise) breach of any of the representations, warranties and covenants of this paragraph 9. Without limiting any of the rights of Buyer provided for elsewhere in this Contract, it is agreed that the obligation of Buyer to close title under this Contract is conditioned upon the material truth and completeness of all of Seller's warranties and representations and the material compliance by Seller with all of its agreements set forth in this Contract. If, on or before the Closing Date, Buyer determines that any of Seller's representations or warranties is untrue or is misleading in any material respect, or if Seller has not complied with any of Seller's other agreements, covenants or obligations contained in this Contract, Buyer may, in its sole option, elect to terminate this Contract by notice given to Seller.

**12. REAL ESTATE BROKER:** Seller and Buyer agree that **Zimmer Real Estate Services** and BROKER(S), identified in the Commercial Agency and Broker Disclosure Addendum which is a part of this Contract, is (are) the only real estate broker(s) negotiating this sale, and Seller agrees to pay a sales commission of [REDACTED] percent of the Purchase Price pursuant to the agreement between Seller and BROKERS(S). Any party to this Contract through whom a claim to any broker's, finder's or other fee is made, contrary to the representations made above in this paragraph, shall indemnify, defend and hold harmless the other party to this Contract from any other loss, liability, damage, cost or expense, including without limitation, reasonable attorney's fees, court costs and other legal expenses paid or incurred by the other party, that is in any way related to such a claim. The provisions of this paragraph shall survive Closing or termination of this Contract.

**13. DELIVERY OF DEED; PAYMENT; DISBURSEMENT OF PROCEEDS:** At or before Closing, Seller agrees to properly execute and deliver into escrow the Deed, a Bill of Sale for any non-realty portion of the Property, and all other documents and funds necessary to complete the Closing. The Deed shall convey to Buyer marketable fee simple title to the Property, free and clear of all liens and encumbrances, other than the Permitted Exceptions. At or before the Closing, Seller and Buyer each agree to deliver into escrow a cashier's check or guaranteed funds sufficient to satisfy their respective obligations under this Contract. Seller



understands that, unless otherwise agreed, disbursement of proceeds will not be made until after the Deed or the instrument of conveyance, and, if applicable, the mortgage/deed of trust have been recorded and the Title Company can issue the title policy with only the Permitted Exceptions.

**14. INSURANCE; MAINTENANCE; CASUALTY; CONDEMNATION; CHANGE OF CONDITION:** Seller agrees to maintain Seller's current fire and extended coverage insurance, if any, on the Property until Closing. Seller shall do ordinary and necessary maintenance, upkeep and repair to the Property through Closing. If, before Closing, all or any part of the Property is taken by eminent domain, or if a condemnation proceeding has been filed or is threatened against the Property or any part thereof, or if all or any part of the Property is destroyed or materially damaged after the Inspection Period, Seller shall promptly provide written notice to Buyer of any such event. UPON NOTICE OF SUCH OCCURRENCE, Buyer may re-inspect the Property and may, by written notice to Seller within ten (10) days after receiving Seller's notice, terminate this Contract. Unless this Contract is so terminated, it shall remain in full force and effect, and Seller shall, at Closing, assign and transfer to Buyer all of Seller's right, title and interest in and to any awards that may be made for any taking and any insurance proceeds payable on account of casualty. If a non-material change in condition occurs with respect to the Property, Seller shall remedy such change before Closing. The provisions of this paragraph shall survive Closing or termination of this Contract.

**15. FOREIGN INVESTMENT:** Seller represents that Seller is not a foreign person as described in the Foreign Investment in Real Property Tax Act and agrees to deliver a certificate at Closing to that effect which shall contain Seller's tax identification number.

**16. TERMINATION:** If this Contract is terminated by either party pursuant to a right expressly given in this Contract, Buyer shall be entitled to an immediate return of the Earnest Money Deposit, and neither party shall have any further rights or obligations under this Contract except as otherwise stated in this Contract.

**17. DEFAULT AND REMEDIES:** Seller or Buyer shall be in default under this Contract if either fails to comply with any material covenant, agreement or obligation within any time limits required by this Contract. Following a default by either Seller or Buyer under this Contract, the other party shall have the following remedies, subject to the provisions of the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract:

(a) If Seller defaults, Buyer may (i) specifically enforce this Contract and recover damages suffered by Buyer as a result of the delay in the acquisition of the Property; or (ii) terminate this Contract by written notice to Seller and, at Buyer's option, pursue any remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money Deposit shall be returned to Buyer upon written demand.

(b) If Buyer defaults, Seller may (i) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; or (ii) terminate this Contract by written notice to Buyer and, at Seller's option, either retain the Earnest Money Deposit as liquidated damages as Seller's sole remedy (the parties recognizing that it would be extremely difficult to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money Deposit represents as fair an approximation of such actual damages as the parties can now determine), or pursue any other remedy and damages available at law or in equity. If, as a result of a default under this Contract, either Seller or Buyer employs an attorney to enforce its rights, the defaulting party shall, unless prohibited by law, reimburse the non-defaulting party for all reasonable attorneys' fees, court costs and other legal expenses incurred by the non-defaulting party in connection with the default.

**18. DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS:** The Escrow Agent shall not distribute the Earnest Money Deposit or other escrowed funds or documents, once deposited, notwithstanding any other terms of this Contract providing for forfeiture or refund of the Earnest Money Deposit, without the written consent of all parties to this Contract. A party's signature on a closing statement prepared by the Escrow or Closing Agent shall constitute such consent. In the absence of either written consent or written notice of a dispute, failure by either Buyer or Seller to respond in writing to a certified letter from the Escrow Agent within **TEN (10)** business days of receipt, or failure by either Buyer or Seller to make written demand upon the other party and upon the Escrow Agent for return or forfeiture of the Earnest Money Deposit, other escrowed funds or documents within **TEN (10)** business days after receiving written notice of cancellation of this Contract, shall constitute consent to the distribution of all funds and documents deposited with the Escrow Agent as suggested in any such certified letter or written demand. If a dispute arises over the disposition of funds or documents deposited with the Escrow Agent that results in litigation, any attorney's fees, court costs and other legal expenses incurred by the Escrow Agent in connection with such dispute shall be reimbursed from the Earnest Money Deposit or from other funds deposited with the Escrow Agent. Seller and Buyer release all brokers and licensees from any and all liability in regards to this Contract, for cancellation of this Contract and disbursing the Earnest Money Deposit or other escrowed funds or documents.

**19. ENTIRE AGREEMENT AND MANNER OF MODIFICATION:** This Contract, and any attachments or addenda hereto, constitute the complete agreement of the parties concerning the Property, supersede all other agreements and may be modified only by initialing changes in this Contract or by written agreement.

**20. NOTICES:** All notices, consents, approvals, requests, waivers, objections or other communications (collectively "notices") required under this Contract (except notice given pursuant to the paragraph entitled "DISPOSITION OF EARNEST MONEY DEPOSIT AND OTHER FUNDS AND DOCUMENTS" in this Contract) shall be in writing and shall be served by hand delivery, by prepaid U. S. Postal Service certified mail, return receipt requested, or by reputable overnight delivery service guaranteeing next-day delivery and providing a receipt. All notices shall be addressed to the parties at the respective addresses as set forth below, except that any party may, by notice in the manner provided above, change this address for all subsequent notices. Notices shall be deemed served and received upon the earlier of the third day following the date of mailing (in the case of notices mailed by

260 certified mail) or upon delivery (in all other cases). A party's failure or refusal to accept service of a notice shall constitute delivery of  
261 the notice.  
262

263 **21. DEADLINE FOR ACCEPTANCE:** Buyer's offer to purchase the Property from Seller shall expire if Seller has not accepted  
264 this Contract by signing and delivering a fully executed copy to Buyer, on or before the earlier of (i) **April 30, 2021** or (ii) Buyer  
265 delivering written notice to Seller that Buyer's offer to enter into this Contract is withdrawn.  
266

267 **22. TIME AND EXACT PERFORMANCE ARE OF THE ESSENCE UNDER THIS CONTRACT.**  
268

269 **23. ADDENDA:** The following Addenda (riders, supplements, etc.) are attached hereto and are a part of this Contract (**Check**  
270 **Those Which Are Applicable**):

- |   |                                      |
|---|--------------------------------------|
| <input checked="" type="checkbox"/> Exhibit A (Legal Description)                     | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Commercial Agency & Brokerage Disclosure Addendum | <input type="checkbox"/> Other _____ |
| <input checked="" type="checkbox"/> Other Exhibit B: Due Diligence Items              | <input type="checkbox"/> Other _____ |

271  
272 **24. ADDITIONAL TERMS:**  
273

274 Seller shall not enter into any new contracts or leases with respect to the property or modify or terminate any existing  
275 leases or contracts with respect to the property, without the prior written consent of Buyer.  
276

277 Seller shall continue to manage the existing mobile home park until all tenants have vacated the property. Such vacation  
278 by Tenants shall take no more than six (6) months following Closing. The Buyer shall escrow [REDACTED]  
279 [REDACTED] DOLLARS (\$[REDACTED]), in addition to the sale price, to cover the costs for the physical relocation of all  
280 tenants, their mobile home, and included personal property. The physical relocation costs will be shared with the Seller.  
281 In addition, the County will offer an additional lump sum of [REDACTED] DOLLARS (\$[REDACTED]) per household/lease to  
282 provide housing assistance to offset other personal relocation and rental costs. Funds would be escrowed to pay for  
283 these expenses. Seller shall remove or cause to be removed all trailers, portable storage units and any above ground  
284 improvements including any tank systems from the site. Seller shall also cause all vehicles and vehicle parts including  
285 tires to be removed from leased operations on the site. All this shall be accomplished within 6 months of closing.  
286

287 Buyer will hire a 3<sup>rd</sup> party management firm to oversee and monitor the relocation of all tenants located on the site. The  
288 3<sup>rd</sup> party management firm will approve all disbursements from the escrow fund to the Seller or tenants. The escrow fund  
289 will be held by Stewart Title Company.  
290

291 **CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT**  
292 **BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE**  
293 **SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY**  
294 **AUTHORIZED TO EXECUTE THIS CONTRACT.**  
295

296 SELLER: \_\_\_\_\_

BUYER: JACKSON COUNTY

297 By: \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

298 \_\_\_\_\_ Date \_\_\_\_\_

299 Name & Title: \_\_\_\_\_

Name & Title: \_\_\_\_\_ County Executive

300 \_\_\_\_\_

301 \_\_\_\_\_

302 \_\_\_\_\_

303 By: \_\_\_\_\_

**APPROVE AS TO FORM**

304 \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

305 \_\_\_\_\_

306 Name & Title: \_\_\_\_\_

Name & Title: \_\_\_\_\_

307 \_\_\_\_\_

308 \_\_\_\_\_

309 \_\_\_\_\_

310 Address: \_\_\_\_\_

ATTEST: \_\_\_\_\_

311 \_\_\_\_\_

312 \_\_\_\_\_ Street

Clerk of the Legislature

313 \_\_\_\_\_

314 \_\_\_\_\_

315 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

316 \_\_\_\_\_

317 Telephone #: \_\_\_\_\_

Address: Jackson County Missouri

318 \_\_\_\_\_

415 E. 12<sup>th</sup> Street

319 \_\_\_\_\_

Kansas City, MO 64106

320 TAX ID # \_\_\_\_\_

321

322

323

324

325

326 Listing Broker: \_\_\_\_\_

327 Listing Agent: \_\_\_\_\_

328 Selling Broker: Zimmer Real Estate Services

329 Selling Agent: Joyce Murray

330 Escrow Agent: Stewart Title Insurance

331 Closing Agent: Wayne Bennett

332

333

Telephone # (816) 881-3355

TAX ID # 446000524

**FOR INFORMATION ONLY—NOT PARTIES TO THE CONTRACT**

Telephone #: 816-210-8777

Telephone #: 816-210-8777

Telephone #: 816-474-2000

Telephone #: 816-512-1004

Telephone #: 816-988-97588

Telephone #: 816-988-9788

# COMMERCIAL AGENCY AND BROKERAGE DISCLOSURE ADDENDUM

SELLER/LANDLORD: Blue River – Kansas City Baptist Association

BUYER/TENANT: Jackson County Missouri

PROPERTY ADDRESS: 4001 NE Lakewood Way Lee's Summit Jackson Missouri  
Street Address City County State Zip

DATE OF CONTRACT: \_\_\_\_\_

THE FOLLOWING DISCLOSURE IS MADE IN COMPLIANCE WITH MISSOURI AND KANSAS REAL ESTATE LAWS AND RULES AND REGULATIONS. APPLICABLE SECTIONS BELOW MUST BE CHECKED, COMPLETED, SIGNED AND DATED FOR BOTH SELLER AND BUYER

Seller/Landlord and Buyer/Tenant acknowledge that the real estate Licensee involved in this transaction may be acting as agents of the Seller/Landlord, agents of the Buyer/Tenant, Transaction Brokers or **(in Missouri only)** Disclosed Dual Agents. **LICENSEES ACTING AS AN AGENT OF THE SELLER/LANDLORD HAVE A DUTY TO REPRESENT THE SELLER'S/LANDLORD'S INTEREST AND WILL NOT BE THE AGENT OF THE BUYER/TENANT. INFORMATION GIVEN BY THE BUYER/TENANT TO A LICENSEE ACTING AS AN AGENT OF THE SELLER/LANDLORD WILL BE DISCLOSED TO THE SELLER/LANDLORD. LICENSEES ACTING AS AN AGENT OF THE BUYER/TENANT HAVE A DUTY TO REPRESENT THE BUYER'S/TENANT'S INTEREST AND WILL NOT BE AN AGENT OF THE SELLER/LANDLORD. INFORMATION GIVEN BY THE SELLER/LANDLORD TO A LICENSEE ACTING AS AN AGENT OF THE BUYER/TENANT WILL BE DISCLOSED TO THE BUYER/TENANT. LICENSEES ACTING IN THE CAPACITY OF A TRANSACTION BROKER ARE NOT AGENTS FOR EITHER PARTY AND DO NOT ADVOCATE THE INTERESTS OF EITHER PARTY. LICENSEES ACTING AS DISCLOSED DUAL AGENTS ARE ACTING AS AGENTS FOR BOTH THE SELLER/LANDLORD AND THE BUYER/TENANT. (Note: A separate Dual Agency Disclosure Addendum is required). SELLER/LANDLORD AND BUYER/TENANT HEREBY ACKNOWLEDGE THAT THE BROKERAGE RELATIONSHIPS WERE DISCLOSED TO THEM OR THEIR RESPECTIVE AGENTS AND/OR TRANSACTION BROKERS NO LATER THAN THE FIRST SHOWING, UPON FIRST CONTACT, OR IMMEDIATELY UPON THE OCCURRENCE OF ANY CHANGE TO THAT RELATIONSHIP.**

Licensee Assisting Seller/Landlord is acting as: **(Check applicable)**

- ☐ Seller's/Landlord's Agent  
☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)  
☒ Transaction Broker  
☐ Disclosed Dual Agent **(Missouri only-Disclosed Dual Agency Addendum is required)**  
☐ N/A-Seller(s) is not represented  
☐ Sub Agent

Licensee Assisting Buyer/Tenant is acting as: **(Check applicable)**

- ☐ Seller's/Landlord's Agent  
☐ Buyer's/Tenant's Agent  
☐ Designated Seller's/Landlord's Agent (Supervising Broker acts as Transaction Broker)  
☒ Designated Buyer's/Tenant's Agent (Supervising Broker acts as Transaction Broker)  
☐ Transaction Broker  
☐ Disclosed Dual Agent **(Missouri only-Disclosed Dual Agency Addendum is required)**  
☐ N/A, Buyer(s) is not represented  
☐ Sub Agent

**PAYMENT OF COMMISSION:** All licensees(s) indicated above will be paid a commission at closing of the sale of the property as follows: (check applicable paragraph)

- ☒ **Seller/Landlord to Pay all Licensees.** All Licensees(s) will be paid from the Seller's funds at closing according to the terms of the Listing or other Commission Agreement.  
☐ **Buyer/Tenant to Pay Buyer's Agent.** Seller/Landlord's Licensee, if any, will be paid from the Seller's funds at closing according to the terms of the Listing Agreement. Buyer/Tenant's Agent will be paid from the Buyer's funds according to the terms of the Buyer/Tenant Agency Agreement.

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING. THE PARTIES EXECUTING THIS CONTRACT REPRESENT AND WARRANT THAT THEY ARE LEGALLY AUTHORIZED TO DO SO.

Licensees hereby certify that they are licensed to sell real estate in the state in which the Property is located.

SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
-----------------	------	--------------	------

SELLER/LANDLORD	DATE	BUYER/TENANT	DATE
-----------------	------	--------------	------

LICENSEE ASSISTING SELLER/LANDLORD	DATE	LICENSEE ASSISTING BUYER/TENANT	DATE
------------------------------------	------	---------------------------------	------



**EXHIBIT A**  
**PARCEL NUMBERS & LEGAL DESCRIPTION**

**Parcel Numbers:**

28-710-02-01-01-0-00-000

28-640-04-01-02-0-00-000

28-710-02-01-04-0-00-000

**Legal Descriptions:**

SEC-13 TWP-49 RNG-33 PT NE 1/4 NW 1/4 DAF: BEG 109.10' S OF NE COR OF NE 1/4 TH S 89 DEG W 231.20' TH S 89 DEG W 523.30' TH N 74 DEG W 302.25' TH N 59 DEG W 359.10' TO N LI OF NE 1/4 TH W & ALG SD N LI 880' MOL TH SWLY ALG CURV TO RI 615' MOL TH S 38 DEG E 39' TH S 51 DEG W 349.22' TH SWLY ALG CURV TO LF 329.36' TH S 79 DEG W 20' TH SELY ALG CURV TO LF 119.68' TH S 31 DEG W 17.9' TH N 58 DEG E 20' TH S 31 DEG W 493.38' TH SELY ALG A CURV RI 10' TH NELY 50' TH S 70' DEG E 174.74' TH SELY ALG A CURV TO RI 150' MOL TH S 10 DEG E 230' MOL TO NLY ROW LI OF US HWY 40 TH ELY & ALG SD N ROW LI 845' TH NELY 10' TH SELY 160' TH NELY 20' TH SELY 160' TH NELY 10' TH SELY 210' TH NELY 800' MOL TH NELY ALG CURV TO RI TH NELY & ALG A CURV TO RI 470' MOL TO E LI OF NE 1/4 TH N & ALG SD E LI 490' MOL TO POB

SEC-12 TWP-49 RNG-33 PT SE 1/4 DAF: BEG 1310' MOL W OF SE COR OF SE 1/4 TH N 59 DEG W 30' MOL TH N 18 DEG W 990' MOL TH S 22 DEG W 235.44' T TH S 67 DEG E 39' TH S 22 DEG W 265.99 TH SLY ALG A CURV RI 555' MOL TO S LI OF SEC 12 TH E & ALG SD S LI OF 790' MOL TO POB

SEC-13 TWP-49 RNG-33 PT NE 1/4 & NW 1/4 DAF: BEG 970' MOL N OF SW COR OF NE 1/4 TH SELY & ALG A CURV TO RI 140' MOL TH S 67DEG W 13' TH SELY & ALG A CURV TO RI 173.60' TO N ROW LI 75' MOL TH SELY & ALG SD NLY ROW LI 10' MOL TH NELY & ALG SD ROW LI 70' TH N 10 DEG W 230' MOL TH NWLY & ALG A CURV LF 100' MOL TH N 70 DEG W 174.24' TH SELY & ALG A CURV TO RI 110' MOL TO POB

**EXHIBIT A**  
**DUE DILIGENCE ITEMS**

1. A title insurance commitment issued by the title company in which the title company agrees to issue its owner's title insurance policy to the Buyer, subject only to such easements, restrictions, reservations, and other matters of record which are not objected to by Buyer.
2. A copy of Seller's owner's title insurance policy, together with copies of all title documents.
3. Seller's existing ALTA as-built survey of the land and improvements updated to remove the title insurance company survey exception.
4. Current rent roll.
5. Security Deposit Schedule.
6. Copies of all service contracts.
7. Copies of all warranties.
8. Copies of all existing environmental, roof and structural reports, if applicable.
9. Operating Budget for the property for the current year.
10. Operating Statements for the past 24 months, including year to date.
11. Utility account history for the past 24 months.
12. Description of all capital improvements made to the property within the last 5 years.
13. Property Insurance Certificates.
14. Copies of all building plans and specifications.
15. Copies of any existing site plan / floor plans / CAD files.
16. Any Property Management and Leasing Agreements.
17. Any outstanding Commission Agreements.
18. Copies of Tenant Insurance Certificates.
19. Copies of Certificates of Occupancy.
20. Copies of Operating Manuals.



# JACKSON COUNTY

DETENTION CENTER



# APPENDIX D

# PUBLIC FACT

# SHEET







# JACKSON COUNTY

## DETENTION CENTER

## SITE LOCATION

7000 E US HIGHWAY 40, KANSAS CITY



(site location in red outline)

### PROPERTY DETAILS

Site criteria established by the Steering Committee

- ▶ 102 acres
- ▶ Drive time:
  - 11 minutes from downtown Courthouse
  - 14 minutes from Eastern Jackson County Courthouse
- ▶ KCATA Bus Stop on property location
- ▶ Site allows for future growth

### BENEFITS

- ▶ Location meets site criteria established by the Steering Committee
- ▶ City of Kansas City owns property north of the site, allowing for the possibility of a shared campus
- ▶ Utilities are existing and accessible for future development

### ADDITIONAL FACTORS

- ▶ Seller will facilitate tenant change of location with assistance from Newmark Zimmer
- ▶ An easement, Ewing Ave., runs through the middle of the site
- ▶ Dirt fill will occur to raise the site above the flood plain

### STEERING COMMITTEE

FRANK WHITE *County Executive*  
THERESA GALVIN *Past Chair of County Legislature*  
DARRYL FORTE *Sheriff*

DAVID BYRN *Past Presiding Judge*  
JEAN PETERS BAKER *County Prosecutor*





## PROJECT TIMELINE



## SITE CRITERIA DEVELOPMENT

The detention center's location will be based on the long-term needs of the Jackson County Justice System as informed by the Validation of Need and Programming Phases of the project.

A formalized process based on the following criteria has been implemented to best determine the site's location:

- At least 50 acres without underlying concerns (poor soil, wetland, or environmental issues) that may increase the cost of site development.
- A travel-time distance of 20-30 minutes between the site and the downtown and Independence courthouses, and Truman Medical Center.
- Ease of highway or arterial access and other forms of transportation, including the bus line and transit opportunities.
- A surrounding area deemed safe and visible, with limited adjacent residential areas or other sensitive land use.
- Availability to adjacent public and private utilities (sewer, power, gas, telephone/data).
- Preferable unincorporated property in Jackson County that is convenient for commuters, staff and the public.
- The site must allow for efficient and cost-effective facility operations.

Quantitative and qualitative data determined by an independent agent was used to objectively evaluate and short list the potential sites using the criteria above. Based upon availability, evaluation of developability, and appropriate economic value, a single site recommendation will be made to the Legislature for approval.









# JACKSON COUNTY

DETENTION CENTER

