



Agenda

Transportation, Infrastructure and Operations Committee

Chairperson Kevin O'Neill
Vice Chair Melissa Robinson

Councilmember Eric Bunch

Councilmember Johnathan Duncan

Councilmember Lindsay French

Wednesday, March 20, 2024

9:00 AM

26th Floor, Council Chamber

<https://us02web.zoom.us/j/84530222968>

PUBLIC OBSERVANCE OF MEETING

Members of the City Council may attend this meeting via videoconference.

Any closed session may be held via teleconference.

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

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:

<https://us02web.zoom.us/j/84530222968>

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

Director of Public Works

[240271](#) Sponsor: Director of Public Works Department

Authorizing two amendments in the amounts of \$1,460,678.00 and \$299,005.00 with HDR Engineering, Inc., for design professional services for the Kansas City Streetcar Main Street Extension project for a total contract amount of \$19,243,423.00; authorizing an amendment in the amount of \$1,499,242.00 with AtkinsRéalis USA Inc. (formerly Atkins North America, Inc.) for streetcar vehicle design engineering and production oversight consultant services for the Kansas City Streetcar Main Street Extension Project for a total contract amount of \$5,287,208.87; authorizing an amendment in the amount of \$274,481.00 with Alfred Benesch & Company for Resident Engineer/Construction Administration Services for the Kansas City Street Main Street Extension project for a total contract amount of \$13,196,197.00; and recognizing this ordinance as having an accelerated effective date.

Attachments: [Docket Memo 240271](#)
[Admin Approp 240271](#)

Director of Public Works

[240281](#) Sponsor: Director of Public Works Department

Declaring it necessary to change and re-establish the grades on portions of N.E. 48th Street, as well as to open, establish and dedicate Street Right of Way for Project Number 89008895, "N.E. 48th Street Improvements", in Kansas City, Clay County, Missouri; and directing the City Clerk to cause a notice to be published as provided for herein; and directing the City Clerk to cause this ordinance to be recorded in the Office of the Recorder of Deeds for Kansas City, Clay County, Missouri.

Attachments: [Docket Memo 240281](#)
[Fact Sheet 240281](#)

Director of General Services

240279 Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a ten (10) year lease agreement with an option to renew for additional ten (10) years with Grayson Communities, LLC or an affiliated entity for the property located at 1534 Charlotte, Kansas City, MO 64108 to be used as a private parking lot supporting its adjacent development project located at 1531 Holmes Street.

Attachments: [Docket Memo 240279](#)
[CREO CUP 240279 Revised](#)
[\(V5\) 1534 Charlotte Parking Lease - KCMO aw02212024.pdf](#)
[CREO-01307 - Non-Discrimination & Equal Opportunity Review](#)
[Document Upload Contract NA 1534CHARLOTTE.pdf](#)

Director of General Services

240282 Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute one-year indefinite delivery/indefinite quantity construction contracts (No. EV3052) that may exceed \$1,000,000.00 with Mark One Electric Co, Inc., Vazquez Commercial Contracting, LLC, and Alpha Energy and Electric, Inc. to provide electrical maintenance and repair services at various City-owned facilities; and authorizing the Manager of Procurement Services to execute contract amendments and exercise the City's five one-year renewal options without additional Council authorization.

Attachments: [Approved CUP Alpha 240282](#)
[Approved CUP Mark One 240282](#)
[Approved CUP Vazquez 240282](#)
[Docket Memo 240282](#)
[Ordinance 240282-CUP Summary-EV3052-1-Mark One.pdf](#)
[Ordinance 240282-CUP Summary-EV3052-2-Vazquez.pdf](#)
[Ordinance 240282-CUP Summary-EV3052-3-Alpha Energy.pdf](#)

Director of General Services

240283 Sponsor: Director of General Services Department
Authorizing the Manager of Procurements Services to execute a one-year indefinite delivery/indefinite quantity construction contract (No. EV3040) that may exceed \$1,000,000.00 with Gunter Construction Company, to provide various repairs including but not limited to sidewalks, curbs, and installation of traffic calming devices; authorizing the Manager of Procurement Services, amend and extend the contracts; and recognizing this ordinance to have an accelerated effective date.

Attachments: [Docket Memo 240283](#)
[CREO CUP 240283](#)
[Ordinance 240283-CUP Summary-EV3040 \(1\).pdf](#)
[Ordinance 240283-CUP Summary-EV3040.pdf](#)

Robinson

240293 Sponsor: Councilmember Melissa Robinson

RESOLUTION - Directing the City Manager to develop a plan to provide adequate transportation and other job access support to KCI for neighborhoods experiencing high poverty rates; to include strategies for funding that meet FAA requirements; evaluate for consistency with other legal requirements; and report the plan back to Council within 180 days.

Attachments: [NO DOCKET MEMO](#)

HELD IN COMMITTEE

Director of Public Works

240255 Sponsor: Director of Public Works Department

Authorizing the Director of Public Works to execute a design professional services agreement with Burns & McDonnell Engineering Company, Inc. in the amount of \$1,119,192.62 for consulting services for the Safe Roads and Streets for All planning and policy project.

Attachments: [Docket Memo 240255](#)
[Ordinance 240255-CUP Summary-89008958.pdf](#)

ADDITIONAL BUSINESS

1. There will be an update regarding MBE/WBE Goals.
2. There may be a general discussion regarding current Transportation, Infrastructure and Operations Committee issues.

3. Closed Session

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

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

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

- Livestream on the city's website at www.kcmo.gov
- Livestream on the city's YouTube channel at <https://www.youtube.com/watch?v=3hOuBlg4fok>
- Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.
- To watch archived meetings, visit the City Clerk's website and look in the Video on Demand section: http://kansascity.granicus.com/ViewPublisher.php?view_id=2

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

Adjournment



File #: 240271

ORDINANCE NO. 240271

Sponsor: Director of Public Works Department

Authorizing two amendments in the amounts of \$1,460,678.00 and \$299,005.00 with HDR Engineering, Inc., for design professional services for the Kansas City Streetcar Main Street Extension project for a total contract amount of \$19,243,423.00; authorizing an amendment in the amount of \$1,499,242.00 with AtkinsRéalis USA Inc. (formerly Atkins North America, Inc.) for streetcar vehicle design engineering and production oversight consultant services for the Kansas City Streetcar Main Street Extension Project for a total contract amount of \$ 5,287,208.87; authorizing an amendment in the amount of \$274,481.00 with Alfred Benesch & Company for Resident Engineer/Construction Administration Services for the Kansas City Street Main Street Extension project for a total contract amount of \$13,196,197.00; and recognizing this ordinance as having an accelerated effective date.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to execute Amendment No. 4 with HDR Engineering, Inc. for additional design professional services for Project No. 89022014 Kansas City Streetcar Main Street Extension in the amount of \$1,460,678.00, for a total contract amount of \$18,944,418.00 from funds previously appropriated to Account No. AL-3449-898990-B-89022014 in the amount of \$737,788.46 and AL-3449-895990-B-89022014 in the amount of \$722,889.54. A copy of the amendment is on file in the Public Works Department.

Section 2. That the Director of Public Works is hereby authorized to execute Amendment No. 5 with HDR Engineering, Inc. for additional design professional services for Project No. 89022014 Kansas City Streetcar Main Street Extension in the amount of \$299,005.00 for a total contract amount of \$19,243,423.00 from funds previously appropriated to Account No. AL-3449-898989-B-89022014 in the amount of \$299,005.00. A copy of the amendment is on file in the Public Works Department.

Section 3. That the Civil Rights and Equal Opportunity Department, to assure fair representation by socially and economically disadvantaged groups, approved for these amendments 16.61% Disadvantage Business Enterprise representation for HDR Engineering, Inc.

Section 4. That the Director of Public Works is hereby authorized to execute Amendment No. 3 with AtkinsRéalis USA Inc. (formerly Atkins North America, Inc.) for

streetcar vehicle design engineering and production oversight consultant services, including inspection services, for Project No. 89022014-002 - Kansas City Streetcar Main Street Extension in the amount of \$1,499,242.00 for a total contract amount of \$ 5,287,208.87, from funds previously appropriated to Account Nos. AL-3449-898990-B-89022014 in the amount of \$692,614.33, AL-3449-895990-B-89022014 in the amount of \$678,627.67 and AL-3449-898989-B-89022014 in the amount of \$128,000.00. A copy of the amendment is on file in the Public Works Department.

Section 5. That the Director of Public Works is hereby authorized to execute Amendment No. 3 with Alfred Benesch & Company for additional Resident Engineer/Construction Administration Services for Project No. 89022014 Kansas City Streetcar Main Street Extension in the amount of \$274,481.00, for a total contract amount of \$13,196,197.00 from funds previously appropriated to Account No. AL-3449-898989-B-89022014 in the amount of \$274,481.00. A copy of the amendment is on file in the Public Works Department.

Section 6. That the Civil Rights and Equal Opportunity Department, to assure fair representation by socially and economically disadvantaged groups, approved for this amendment 20.07% Disadvantage Business Enterprise representation for Alfred Benesch & Company.

Section 7. That, notwithstanding any provision in the contracts to the contrary, the amendments to the design professional agreements authorized by this ordinance must comply with all Federal Transit Administration (FTA) requirements, rules, and regulations which are incorporated as applicable into the contracts by reference.

Section 8. That this ordinance, relating to the design, repair, maintenance or construction of a public improvement, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with that section.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Dustin E. Johnson
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240271

Submitted Department/Preparer: Public Works

Revised 11/01/23

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

Executive Summary

Authorizing two amendments in the amount of \$1,460,678.00 and \$299,005.00 with HDR Engineering, Inc., for design professional services for the Kansas City Streetcar Main Street Extension project for a total contract amount of \$19,243,423.00; authorizing an amendment in the amount of \$1,499,242.00 with AtkinsRéalis USA Inc. (formerly Atkins North America, Inc.) for streetcar vehicle design engineering and production oversight consultant services for the Kansas City Streetcar Main Street Extension Project for a total contract amount of \$5,287,208.87; authorizing an amendment in the amount of \$274,481.00 with Alfred Benesch & Company for Resident Engineer/Construction Administration Services for the Kansas City Streetcar Main Street Extension project for a total contract amount of \$13,196,197.00; and recognizing this ordinance as having an accelerated effective date.

Discussion

These contract amendments support streetcar extension design, construction oversight, and vehicle procurement activities by contract with HDR Engineering, Inc., AtkinsRéalis USA Inc. (formerly Atkins North America, Inc.), and Alfred Benesch & Company.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
HDR Engineering, Inc. Amdt. #4.: \$737,788.46 from 3449-898990-B-89022014 and \$722,889.54 from 3449-895990-B-89022014.
HDR Engineering, Inc. Amdt. #5: \$299,005.00 from 3449-898989-B-89022014
AtkinsRéalis USA Inc.: \$692,614.33 from 3449-898990-B-89022014; \$678,627.67 from 3449-895990-B-89022014; and \$128,000.00 from 3449-898989-B-89022014.
Alfred Benesch & Company: \$274,481.00 from 3449-898989-B-89022014 Special
Ob. Series 2024 Streetcar Fund

3. How does the legislation affect the current fiscal year?
N/A
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
No
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No

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

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
 - Ensure adequate resources are provided for continued maintenance of existing infrastructure.
 - Focus on delivery of safe connections to schools.

Prior Legislation

220255, 210566, 210486

Service Level Impacts

Ordinance provides funding for continuing streetcar contracts for construction oversight, design, and vehicle procurements, providing efficiency, risk management, and cost savings.

Other Impacts

1. What will be the potential health impacts to any affected groups?
Positive potential health impacts are promoted by this legislation for City residents and others in the region as it supports the provision of public transit service in the City, aiding access to health care and providing greater mobility options.
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
Improves multimodal transit infrastructure.
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

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

Yes - I have submitted documents for CREO Review (Press tab after selecting)
Please attach or copy and paste CREO's review.
Click or tap here to enter text.
6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

Click or tap here to enter text.

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



APPROPRIATION TRANSACTION
CITY OF KANSAS CITY, MISSOURI

DEPARTMENT: **Public Works**

BUSINESS UNIT: **KCMBU** DATE: _____ JOURNAL ID: _____

LEDGER GROUP: **ADMIN** BUDGET PERIOD: **2023**

<u>FUND</u>	<u>DEPT ID</u>	<u>ACCOUNT</u>	<u>PROJECT</u>	<u>AMOUNT</u>
3449	898990	611040	89022014	\$737,788.46
3449	895990	611040	89022014	\$722,889.54
3449	898990	611040	89022014	\$692,614.33
3449	895990	611040	89022014	\$678,627.67
3449	898989	611040	89022014	\$128,000.00
3449	898989	611060	89022014	\$274,481.00
3449	898989	611040	89022014	\$299,005.00

TOTAL 3,533,406.00

DESCRIPTION:

APPROVED BY: _____ DATE _____ APPROVED BY: DEPARTMENT HEAD _____ DATE _____



File #: 240281

ORDINANCE NO. 240281

Sponsor: Director of Public Works Department

Declaring it necessary to change and re-establish the grades on portions of N.E. 48th Street, as well as to open, establish and dedicate Street Right of Way for Project Number 89008895, “N.E. 48th Street Improvements”, in Kansas City, Clay County, Missouri; and directing the City Clerk to cause a notice to be published as provided for herein; and directing the City Clerk to cause this ordinance to be recorded in the Office of the Recorder of Deeds for Kansas City, Clay County, Missouri.

WHEREAS, the Council finds that for the public good it is necessary that the grades on N.E. 48th Street, from Interstate 435 to N. Wallace Drive, all in Kansas City, Clay County, Missouri, be changed and re-established; and

WHEREAS, the Council further finds that for the public good it is necessary to open, establish and dedicate Street Right of Way for Project Number 89008895, “N.E. 48th Street Improvements”, all in Kansas City, Clay County, Missouri; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That finding it necessary to change and re-establish grades on portions of N.E. 48th Street Improvements, in the area between Interstate 435 and N. Wallace Drive, all being in Kansas City, Clay County, Missouri, the Council hereby directs that the City Clerk cause a notice of said grade changes to be published in the newspaper doing the city printing, on each day of issue of said newspaper for a period of ten (10) days, starting on or about the date following the passage of this ordinance, and providing a period of thirty (30) days for remonstrance starting the same day as the first day of the publication.

Section 2. That said grade changes shall be of the nature described and specified in, and shall be done in accordance with the plans and specifications prepared and certified by the City Engineer under the supervision of the Director of Public Works and identified as KCMO Project Number 89008895, “N.E. 48th Street Improvements”, the same being on file in the Office of the Director of Public Works and being incorporated herein by reference.

Section 3. That the width and location of the Right of Way of Project Number 89008895, “N.E. 48th Street Improvements”, all being in Kansas City, Clay County, Missouri, as shown on

the plans described in Section 2 of this ordinance, are hereby relocated, opened, established, and dedicated as shown on said plans.

Section 4. That the establishing of the grade, width and location of the Right of Way is hereby authorized to commence when this ordinance becomes effective, and shall be built in accordance with the plans and specifications as described in Section 2 of this ordinance; locating and defining the grade points of said street on the proposed project centerline stationing, as found on said plans, said centerline being described by Missouri State Plane Coordinate System, NAD 1983, West Zone, control points, and stationing; said grade points being connected by straight grades (tangents) or vertical curves between such grade points, the elevations of which are herein given below in feet (NAVD 1988), along with other pertinent control data as found on the cover sheet of said plans and shown as follows:

Horizontal Control

Control Point #1

Set 3/8" imbedded Cap at the SE corner of Worlds of Fun Avenue and N.E. 48th Street intersection.

Project Coordinates

N: 1097372.482 (State Plane Coordinates)

E: 2790964.340 (State Plane Coordinates)

Leveled Elev. = 943.797

Control Point #2

Set 3/8" imbedded Cap at the NE corner of N. Manchester Avenue and N.E. 48th Street intersection.

Project Coordinates

N: 1097433.360 (State Plane Coordinates)

E: 2792003.088 (State Plane Coordinates)

Leveled Elev. = 928.941

Control Point #3

Set 3/8" imbedded Cap south of the N.E. 48th Street and N. Tulis Drive intersection.

Project Coordinates

N: 1097393.869 (State Plane Coordinates)

E: 2792745.563 (State Plane Coordinates)

Leveled Elev. = 910.418

Control Point #4

Set 3/8" imbedded Cap at the NW corner of N. Sycamore Drive and N.E. 48th Street.

Project Coordinates

N: 1097417.131 (State Plane Coordinates)

E: 2793380.658 (State Plane Coordinates)

Leveled Elev. = 886.903

Control Point #5

Set 3/8" imbedded Cap south of the N.E. 48th Street and Wallace Drive intersection.

Project Coordinates

N: 1097360.459 (State Plane Coordinates)

E: 2794255.071 (State Plane Coordinates)

Leveled Elev. = 853.679

Control Point #6

Set mag nail at the cul-de-sac at the east end of N.E. 48th Street in the middle of the asphalt.

Project Coordinates

N: 1097357.847 (State Plane Coordinates)

E: 2794567.063 (State Plane Coordinates)

Leveled Elev. = 870.486

Vertical Control

Project Bench Marks

Buster 3: Standard KC Metro Aluminum Marker Set in Concrete and Stamped “BUSTER 3 MORC 1974” in a drill hole in the SW Corner of a 2’ x 2’ concrete base for a large flood light located at the South and East entrance into Worlds of Fun.

N: 1095692.9592 E: 279061.7115

Elevation = 951.77

Elevations are based upon USGS NAVD 88 Datum.

All grade points are on the new centerlines of N.E. 48th Street, as herein described, and as found in said plans in the office of the Director of Public Works, are as follows:

Centerline of N.E. 48th Street:

Bearings herein are grid bearings based on the Missouri State Plan Coordinate System, NAD83, West Zone Based upon GPS Observations using MODOT VRS GPS Network.

A description for the relocated centerline of N.E. 48th Street, lying in the North half of Sections 2 and 3, Township 50 North, Range 32 West of the Fifth Principal Meridian, and the South half of Sections 34 and 35, Township 51 North, Range 32 West of the Fifth Principal Meridian, in the municipality of Kansas City, Clay County, Missouri, and being more particularly described as follows:

Beginning 109.35 feet west and 3.61 feet north of the Southwest corner of the Southwest Quarter of Section 34-51-32 West, Centerline Station 70+00.00,

PIN 1097421.2698, E 2790398.7299;

thence South 89 degrees 44 minutes 36 seconds East a distance of 713.97 feet to a point of intersection at Centerline Station 77+13.97,

PIN 10974181.0716, E 2791112.6952;

thence South 89 degrees 01 minutes 06 seconds East a distance of 136.03 feet to the Beginning of full depth pavement construction at Centerline Station 78+50.00,

Beginning of full depth pavement N 1097415.7410, E 2791248.7027;

thence continuing South 89 degrees 01 minutes 06 seconds East a distance of 108.95 feet to a point of curvature at Centerline Station 79+58.95,

PC N 1097413.8743, E 2791357.6342;

thence along a curve to the left, having a central angle of 2 degrees 37 minutes 19 seconds, a radius of 1,000.0 feet, and an arc length of 45.76 feet to a point of tangency at Centerline Station 80+04.71,

PT N 1097413.8743, E 2791357.6342;

thence North 88 degrees 21 minutes 35 seconds East a distance of 137.27 feet to a point of curvature at Centerline Station 81+41.98,

PC N 1097418.0667, E 2791540.6092;

thence along a curve to the right, having a central angle of 1 degree 48 minutes 06 seconds, a radius of 1,000.0 feet, and an arc length of 31.44 feet to a point of tangency at Centerline Station 81+73.43,

PC N 1097418.4725, E 2791572.0496;

thence South 89 degrees 50 minutes 19 seconds East a distance of 404.94 feet to a point of intersection at Centerline Station 85+78.36,

PI N 1097417.3321, E 2791976.9833;

thence South 89 degrees 28 minutes 37 seconds East a distance of 1099.86 feet to a point of curvature at Centerline Station 96+78.22,

PC N 1097407.2924, E 2793076.7992;

thence along a curve to the right, having a central angle of 2 degrees 50 minutes 14 seconds, a radius of 5,260.0 feet, and an arc length of 260.48 feet to a point of tangency at Centerline Station 99+38.70,

PT N 1097398.4678, E 2793337.1020;

thence South 86 degrees 38 minutes 23 seconds East a distance of 145.43 feet to a point of curvature at Centerline Station 100+84.14,

PC N 1097389.9432, E 2793482.2840;

thence along a curve to the right, having a central angle of 2 degrees 41 minutes 57 seconds, a radius of 2,800 feet, and an arc length of 131.90 feet to a point of tangency at Centerline Station 102+16.04,

PC N 1097385.3155, E 2793614.0938;

thence South 89 degrees 20 minutes 20 seconds East a distance of 783.96 feet to the End of Construction for 48th Street, at Centerline Station 110+00.00,

End of Construction N 1097376.2683, E 2794397.9981;

Street grades for N.E. 48th Street:

Begin new profile at centerline Station 78+50.00, match grade as shown on plans.

STATION	Slope	ELEVATION
78+50.00 Beginning of Full Depth Pavement		
79+00.41 PVC	+1.73 percent	955.95
80+30.41 PVI		958.20
81+60.41 PVT	-6.81 percent	949.36
Length of vertical curve is 260.00 feet. K= 30		
82+86.00 PVI		940.81
83+53.87 PVC	-7.72 percent	935.57
84+51.37 PVI		928.05
85+48.87 PVT	+0.92 percent	928.94
Length of vertical curve is 195.00 feet. K= 23		
86+68.84 PVC	+0.92 percent	930.04
88+23.84 PVI		931.47
89+78.84 PVT	-6.16 percent	921.92
Length of vertical curve is 310.00 feet. K= 44		
90+00.24 PVI		920.60
91+14.15 PVC	-6.94 percent	912.70

91+84.15 PVI		907.84
92+54.15 PVT	+1.09 percent	908.60

Length of vertical curve is 140.00 feet.
K= 17

94+27.33 PVC	+1.09 percent	910.49
96+52.33 PVI		912.94
98+77.33 PVT	-8.24 percent	894.38

Length of vertical curve is 450.00 feet.
K= 48

99+30.75 PVI		889.98
101+57.69 PVC	-7.67 percent	872.57
102+57.69 PVI		864.90
103+57.69 PVT	-3.99 percent	860.91

Length of vertical curve is 200.00 feet.
K= 54

106+26.94 PVC	-3.99 percent	850.17
107+21.94 PVI		846.38
108+16.94 PVT	+5.36 percent	851.47

Length of vertical curve is 200.00 feet.
K= 54

110+00.00		861.28
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End of full depth construction for 48th Street.
PC N 1097376.2683, E 2794397.9981;

110+00.00		861.28
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End of Project for 48th Street.
PC N 1097376.2683, E 2794397.9981;

Right of Way for N.E. 48th Street:

Width of the Right of Way based off the new centerline of N.E. 48th Street.

Centerline Station	Feet Right
82+61.91	43.00' RT
83+00.00	43.00' RT
84+00.00	43.00' RT

85+00.00	43.00' RT
85+78.36	43.00' RT
86+00.00	43.00' RT
87+00.00	43.00' RT
88+00.00	43.00' RT
89+00.00	43.00' RT
90+00.00	43.00' RT
91+00.00	43.00' RT
92+00.00	43.00' RT
93+00.00	43.00' RT
94+00.00	43.00' RT
95+00.00	43.00' RT
96+00.00	43.00' RT
96+78.22	43.00' RT
97+00.00	43.00' RT
98+00.00	43.00' RT
99+00.00	43.00' RT
99+38.70	43.00' RT
100+00.00	43.00' RT
100+84.14	43.00' RT
101+00.00	43.00' RT
102+00.00	43.00' RT
102+16.04	43.00' RT
103+00.00	43.00' RT
104+00.00	43.00' RT
105+00.00	43.00' RT
106+00.00	43.00' RT
107+00.00	43.00' RT
108+00.00	43.00' RT
109+00.00	43.00' RT
110+00.00	43.00' RT

Section 5. That this ordinance shall become effective as provided in Section 88.917, RSMo.

Section 6. Upon the effective date of this ordinance, the City Clerk is hereby directed to cause this ordinance to be recorded in the office of the Recorder of Deeds for Kansas City, Clay County, Missouri.

..end

Approved as to form:

Dustin E. Johnson

Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240281

Submitted Department/Preparer: Public Works

Revised 11/01/23

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

Executive Summary

Sponsor: Director of Public Works Department

Declaring it necessary to change and re-establish the grades on portions of NE 48th Street, as well as to open, establish and dedicate Street Right of Way for Project Number 89008895, "NE 48th Street Improvements", in Kansas City, Clay County, Missouri; and directing the City Clerk to cause a notice to be published as provided for herein; and directing the City Clerk to cause this ordinance to be recorded in the Office of the Recorder of Deeds for Kansas City, Clay County, Missouri.

Discussion

For the public good, it is necessary to open, establish and dedicate Street Right of Way for Project Number 89008895, "N.E. 48th Street Improvements", all in Kansas City, Clay County, Missouri.

It is also necessary that the grades on Northeast 48th Street in the area between Interstate 435 and N Wallace Drive, all being in Kansas City, Clay County, Missouri, be changed and re-established.

Said improvements shall be of the nature described and specified in accordance with, the plans and specifications for Project No. 89008895 which is on file in the Office of the Director of Public Works.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
N/A
3. How does the legislation affect the current fiscal year?
No impact.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
No
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No

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

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

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

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
 - Ensure adequate resources are provided for continued maintenance of existing infrastructure.
 - Focus on delivery of safe connections to schools.

Prior Legislation

231020

Service Level Impacts

This ordinance only re-establishes street grades and dedicates additional street right-of-way associated with a street improvement project.

Other Impacts

1. What will be the potential health impacts to any affected groups?
None
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
N/A
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

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

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

No - CREO's review is not applicable (Press tab after selecting)
Please provide reasoning why not:
This ordinance does not include or require any contracting.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

GENERAL

Ordinance Fact Sheet

240281

Ordinance Number

Brief Title

Changing and re-establishing the grades for the NE 48th St Improvement project.

Approval Deadline

Reason

Changing and re-establishing the grades of NE 104th Street and adjoining cross streets, as well as to opening, establishing and dedicating Street Right of Way for NE 48th Street for public use as part of the "NE 48th Street Improvements" project.

Details

Reason for Legislation

For the public good, it is necessary to open, establish and dedicate Street Right of Way for Project Number 89008895, "N.E. 48th Street Improvements", all in Kansas City, Clay County, Missouri.

It is also necessary that the grades on Northeast 48th Street in the area between Interstate 435 and N Wallace Drive, all being in Kansas City, Clay County, Missouri, be changed and re-established.

Said improvements shall be of the nature described and specified in accordance with, the plans and specifications for Project No. 89008895 which is on file in the Office of the

Positions/Recommendations

Sponsor	City Engineer
Programs, Departments, or Groups Affected	Public Works
Applicants / Proponents	Applicant City Department Public Works Other
Opponents	Groups or Individuals Basis of opposition
Staff Recommendation	<input checked="" type="checkbox"/> For <input type="checkbox"/> Against Reason Against
Board or Commission Recommendation	By <input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No action taken <input type="checkbox"/> For, with revisions or conditions (see details column for conditions)
Council Committee Actions	<input type="checkbox"/> Do pass <input type="checkbox"/> Do pass (as amended) <input type="checkbox"/> Committee Sub. <input type="checkbox"/> Without Recommendation <input type="checkbox"/> Hold <input type="checkbox"/> Do not pass

Discussion (continued)

Details

Policy/Program Impact

Policy or Program Change	<input type="checkbox"/> No <input type="checkbox"/> Yes
Operational Impact Assessment	

Finances

Cost & Revenue Projections -- Including Indirect Costs	
Financial Impact	
Fund Source (s) and Appropriation Account Codes	

Applicable Dates:

Fact Sheet Prepared by:

Reviewed by:

Homer Janssens,
Right of Way Reviewer
Department of Public Works

Reference Numbers



File #: 240279

ORDINANCE NO. 240279

Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a ten (10) year lease agreement with an option to renew for additional ten (10) years with Grayson Communities, LLC or an affiliated entity for the property located at 1534 Charlotte, Kansas City, MO 64108 to be used as a private parking lot supporting its adjacent development project located at 1531 Holmes Street.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of General Services is authorized to execute ten (10) year lease agreement with an option to renew for additional ten (10) years with Grayson Communities, LLC or an affiliated entity for the property located at 1534 Charlotte, Kansas City, MO 64108 to be used as a private parking lot supporting its adjacent development project located at 1531 Holmes Street beginning October 1, 2024 and ending September 30, 2034. A copy of the lease agreement is on file in the General Services Department.

..end

Approved as to form:

Abigail Judah
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240279

Submitted Department/Preparer: General Services

Revised 11/01/23

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

Executive Summary

General Services to execute a 10 year lease agreement on a parking lot located at 1534 Charlotte

Discussion

10 year lease for private lot for Grayson Capital, to assist with their residential development project; ordinance 220964

Fiscal Impact

- 1. Is this legislation included in the adopted budget? Yes No
- 2. What is the funding source?
General Fund
1000-071600-457500 City Property and Acquisition
- 3. How does the legislation affect the current fiscal year?
Will not affect FY 24
- 4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
FY25 = \$17,304.12,
FY26 – FY35 = \$266,978.16
- 5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
Generates revenue

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

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

- 2. This fund has a structural imbalance. Yes No
- 3. Account string has been verified/confirmed. Yes No

Additional Discussion (if needed)

This ordinance authorizes a 10 year lease agreement for a parking lot and generates revenue according to the terms of said agreement.

Citywide Business Plan (CWBP) Impact

- 1. View the [FY23 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?
Finance and Governance (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
 - Ensure the resiliency of a responsive, representative, engaged, and transparent City government.
 - Engage in workforce planning including employee recruitment, development, retention, and engagement.
 - Foster a solutions-oriented, welcoming culture for employees and City Partners.
 -
 -
 -

Prior Legislation

220964

Service Level Impacts

Tenant will make improvements to City owned parking lot while providing necessary parking for new residents for their residential project

Other Impacts

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

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

NA

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

NA

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

No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

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

No(Press tab after selecting)

Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)



***CREO Document Submittal Project**

CREO Document Submittal for Non e-Builder Projects: #1307

Subject: Non-Discrimination & Equal Opportunity Review Document Upload |
Contract NA | 1534CHARLOTTE
Creator: Implementation, e-Builder
Date Created: 02.06.2024 03:59PM
Process Date Due:
Open: Yes

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

Comments

By: ,

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

Date: 2/6/2024
Form Prepared By: Ashley Wise

Contract/Project Number: 1534CHARLOTTE	Project Name: 1534CHARLOTTE
Developer/Prime: NA	Contact Information: N/A
Final Contract Value: N/A	Project Manager: NA

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA Ch. 100 Other: N/A

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: <input checked="" type="checkbox"/> _____	Ch. 38: <input checked="" type="checkbox"/> _____
RSMo 213: <u>NA</u>	Title VI: <input checked="" type="checkbox"/> _____
MWDBE: <u>NA</u>	Prevailing Wage and Labor Standards: <u>NA</u>
SLBE: <u>NA</u>	RSMo 34 Anti-Discrimination Against Israel: <input checked="" type="checkbox"/> _____

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:

Authorizing the Director of General Services to execute a 10 year ease agreement with option to renew for 10 years with Grayson Capital, for the purpose of use of a parking lot at 1534 Charlotte, KCMO 64108. Revenue FY25 \$172,914.14.

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

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

The Document is:

Approved Disapproved

Changes Needed:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: _____

DocuSigned by:
Gabriel Kuer
72A9990E20E842D

Date: 2/9/2024

Comments:



LEASE

THIS LEASE, made on this _____ day of _____ 2024 by and between the **City of Kansas City, Missouri** (hereinafter called the “Lessor” or “City”), and **Grayson Communities LLC**, a Missouri limited liability company (hereinafter called “Lessee”).

WITNESSETH: That said Lessor hereby grants to said Lessee, a Lease to occupy and use, subject to terms and conditions hereinafter stated, the following described premises generally located at 1534 Charlotte Street, Kansas City, Missouri 64108 more specifically described as the area outlined in yellow on exhibit A attached hereto (“Premises”), and legally described as:

Lots 9, 10, and 11, HAEFNER’S FIRST ADDITION, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof.

IT IS AGREED AS FOLLOWS

1. TERM. The term of this Agreement shall be for a period of ~~three-ten~~ years beginning **October 1, 2024 and ending September 30, 2034**, subject to the provisions of this Lease Agreement. Provided Lessee is not then in default past any applicable cure period, Lessee shall have the option to extend and renew the Lease for one (1) additional, successive ten (10) year term (“Extended Term”). In order to exercise such option, Lessee shall notify Lessor no later than 5:00 PM (CST) on April 3, 2034.

2. RENT. Shall be **Two Thousand Four Hundred Seventy-two and 02/100 (\$2,472.02) per month for the entire term**, beginning ~~January-October~~ **October 1, 2024** and continuing until ~~December September 30~~, **2034**. If exercised by Lessee, rent shall remain the same for the Extended Term. The rent shall be paid in advance at the following listed address or at such other place as Lessor shall designate in writing:

General Services – City Real Estate Office
Manager of Real Estate
City Hall – 11th Floor
414 East 12th Street
Kansas City, Missouri 64106

3. USE OF PREMISES. The premises shall be used for the purpose of a parking lot for the adjacent parcel located at 1531 Holmes Street and related purposes, and no other use unless specifically authorized by the Lessor through its Director of General Services. Lessee agrees to notify City’s Director of Finance regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section.

4. ACCEPTANCE, MAINTENANCE AND REPAIR. Lessee has inspected and knows the condition of the Premises and accepts the same in their present condition (subject to ordinary wear, tear and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any, to remove reasonable movable property);

Commented [AW1]: Would like to insert the standard CPI language we have been using in other agreements. Max increase is 4 %

~~including the interior walls.~~ Lessee will return the premises to the City, undamaged except for reasonable wear and tear. All maintenance and repair of the ~~building and~~ parking surface(s) during the period of the Lease shall be the responsibility of Lessee, except only as expressly set forth in this Lease. Lessee's improvements shall include repaving, restriping, and fencing. Lessee may establish, and revise from time-to-time, security measures, including measures required to limit access to the Premises by unauthorized persons. Any such security measures installed or maintained by Lessee for the Premises shall be installed and maintained at the sole cost and expense of Lessee.

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

6. POSSESSION AT BEGINNING OF TERM. Lessor shall use due diligence to give possession as nearly as possible at the beginning of the term of this Lease and rent shall abate pro rata for the period of any delay in so doing. Lessee shall make no other claim against Lessor for any such delay.

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

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

9. UTILITIES AND SERVICES. Lessee shall pay for all water, electricity and gas, unless otherwise herein expressly provided. Other services such as trash removal, security, lawn care and snow removal will be the responsibility of the Lessee.

10. ALTERATIONS. Other than Lessee's improvements set forth in Section 4 above, Lessee shall not make any material alterations or additions (hereinafter "improvements") in or to the Premises, without the prior written consent of Lessor. Such consent shall not be unreasonably withheld, conditioned, or delayed. Lessee shall make or cause Lessee's Contractor to make all approved improvements in accordance with all applicable Federal, State and Local laws. Quarterly Upon substantial completion, the Lessee will submit an itemized list of all completed improvements to the Lessor. Submission of the aforementioned list will occur on the following dates: March 15th, June 15th, September 15th, and December 15th of each year.

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11. SIGNS AND ADVERTISEMENTS. Lessee shall not put upon nor permit to be put upon any part of the Premises, any signs, billboards, or advertising whatsoever, without written consent of Lessor, City's Director of General Services, which shall not be unreasonably withheld, conditioned, or delayed.

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

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

14. INSURANCE. At all times during the term of this Lease Agreement, Lessee shall obtain, pay all premiums for and furnish certificates to the Lessor for insurance as specified herein. **Delivery of such certificates to Lessor shall be a condition precedent to Lessee's right to go upon the Premises.** All such insurance contracts shall name the Lessor and Lessee as their interests appear and shall inure to the benefit of Lessee and Lessor and their officers, agents, elected officials, representatives or employees. Such insurance contracts shall be with companies acceptable to the Lessor and they shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation.

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

1. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an occurrence basis. The policy shall be written or endorsed to include the following provisions:

- A. Severability of Interests Coverage applying to Additional Insureds
- B. Contractual Liability
- C. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- D. No Contractual Liability Limitation Endorsement

E. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent

2. Workers' Compensation / Statutory Employers Liability with limits of:

- A. \$100,000 per accident
- B. \$500,000 disease, policy limit
- C. \$100,000 disease, each employee

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

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

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

17. INDEMNITY AND PUBLIC LIABILITY. The Lessee shall defend and indemnify, hold harmless, protect and save the Lessor and all of its officers and employees harmless from and

against any and all actions, suits, proceedings, claims and demands, loss, liens, cost, expense, including legal fees, and liability of each kind and nature whatsoever (“claims”) for the injury to or death of persons or damage to property, including property owned by the Lessor and from any and all other claims whether in equity or in law asserted by others, which may be brought, made, filed against, imposed upon or sustained by the Lessor, its officers or employees, and that may, in whole or in part, arise from or be attributable to or be caused directly or indirectly by (i) any wrongful act or omission of Lessee, its officers, agents, employees, including volunteers, contractors, patrons, lessees or invitees (ii) any violation of law, ordinance or governmental regulations or orders of any kind; or (iii) the negligent performance by the Lessee, its officers, agents, employees, including volunteers or lessees or subcontractors of any authorized or permitted act contemplated by this Agreement; (iv) any contaminating materials in and around the subject property.

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

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

20. PUBLIC REQUIREMENTS. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and save Lessor harmless from expense or damage resulting from failure to do so.

21. ASSIGNMENT AND SUBLEASE. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that except as otherwise provided herein. Lessee shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor. Lessor retains the right to withhold its consent for any assignment, transfer or sublease for any reason whatsoever, including limiting the type of use or number of similar subleases on Premises at any given time. Any sublease or assignment of Premises must contain a subrogation provision and an indemnity provision that mirrors the

language of Sections 16 and 17 of this Lease, with sublessee/assignee indemnifying Lessor. ~~Sublessee~~Lessee also shall require any sub-~~lessee~~/assignee to obtain insurance coverage in amounts equal to those in Section 15 of this lease and naming Lessor an additional insured. Lessee understands, however, that in the event of a sublease, Lessee is still responsible for complying with all terms of this Lease. Notwithstanding the foregoing, provided Lessee is not then in default past any applicable cure period, Lessee may assign its rights under this Lease to any affiliated entity which directly or indirectly controls, is controlled by or is under common control with Lessee, or any successor to all or substantially all of the adjacent parcel located at 1531 Holmes Street by sale, merger, or otherwise, without the consent of Lessor but with prior written notice and confirmation of continued compliance with the terms of this Lease.

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

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

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

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

26. DEFAULT. If default is made in the payment of any installment of rent on the due date thereof, or if Lessee shall default in the performance of any other agreement (other than payment of rent) in this Lease and such default (other than payment of rent), continues for ten days after written notice thereof, or if the Premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of the Lessor, and Lessor may re-enter the Premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this Lease shall terminate and the Lessor may exclude Lessee from the Premises, changing the lock on the door or doors if deemed necessary, if applicable, without being liable to Lessee for any damages or for prosecution therefor; Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the Lessee expressly agrees, notwithstanding termination of this Lease and re-entry by the Lessor that the Lessee shall remain liable for a sum equal to the entire rent payable to the end of the term hereof and shall pay any loss or deficiency

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

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

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

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

29. NOTICE. Any notice hereunder ~~to Lessee~~ shall be sufficient if sent in writing sent either by U.S. Mail, postage prepaid, personal messenger or overnight delivery via a reputable overnight service addressed to Lessee as specified below. Any notice sent by (i) certified mail, return receipt requested shall be deemed delivered two (2) days after deposited in the United States mail; (ii) personal messenger shall be deemed delivered when actually received; and (iii) an overnight delivery service shall be deemed delivered on the business day following the date the notice is deposited with the overnight delivery service. Each party shall have the right to specify that notice be addressed to any other address by giving the other party ten (10) days' prior written notice thereof.

Addressed to Lessee:

**Grayson Communities LLC
Attn: Michael Collins
1881 Main Street, #302
Kansas City, Missouri 64108**

With a copy to:

**Grayson Communities LLC
Attn: General Counsel
1881 Main Street, #302
Kansas City, Missouri 64108**

Addressed to Lessor:

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

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

31. ENTIRE AGREEMENT. This Lease Agreement contains the entire agreement between the parties, and no modification of this Lease Agreement shall be binding upon the parties unless evidence by an agreement in writing signed by the Lessor and the Lessee after the date hereof. This Lease shall be construed and governed in accordance with the laws of the State of Missouri.

32. TERMINATION. Lessor may terminate this Lease prior to the expiration of the Term for any public purpose including, but not limited to, expansion of the City's water treatment facilities and related activities. Lessor shall give Lessee ~~90~~180 days written notice prior to terminating the Lease and reimburse Lessee for Lessee's improvements to the Premises. The ~~189~~180-day notice requirement contained in this Section shall not apply to any other termination provisions in this Lease. ~~Intentionally Delete.~~

33. CIVIL RIGHTS. Lessee's use of the Premises shall comply with Chapter 38 of the Missouri Code of Ordinances, attached hereto as Exhibit B and incorporated herein by reference., and the Civil Rights and Equal Opportunity Department – Civil Rights and Wage Assurances, attached hereto as Exhibit C and incorporated herein by reference.

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

LESSEE:

GRAYSON COMMUNITIES, LLC

By: Grayson Capital, LLC
Its: Sole Member

BY: _____
Michael Collins, CEO

CORPORATE SEAL

LESSOR:

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

BY: _____
Yolanda McKinzy
Director, General Services City of Kansas City, MO

APPROVED AS TO FORM:

BY _____
Abigail Judah
Assistant City Attorney

EXHIBIT A

**MAP
LEASED AREA = YELLOW OUTLINE**



EXHIBIT B

Chapter 38 CIVIL RIGHTS¹

ARTICLE I. IN GENERAL

DIVISION 1. DEFINITIONS

Sec. 38-1. Definitions.

- (a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning or an alternative definition has been provided:
- (1) *Age* means an age of 40 or more years, except that it shall not be an unlawful employment practice for an employer to require the compulsory retirement of any person who has attained the age of 85 and who, for the two-year period immediately before retirement, is employed in a bona fide executive or high policymaking position, if such person is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit sharing, savings or deferred compensation plan, or any combination of such plans, of the employer, which equals, in the aggregate, at least \$344,000.00.
 - (2) *City* means the City of Kansas City, Missouri.
 - (3) *Commission* means the city human rights commission.
 - (4) *Complainant* means any person claiming injury by the alleged violation of RSMo ch. 213, or of this chapter, including persons who believe they will be injured by an unlawful discriminatory practice that is about to occur.
 - (5) *Complaint* means a verified written statement of facts and circumstances, including dates, times, places and names of persons involved in any alleged violation of any provision of RSMo ch. 213, or of this chapter.

¹Editor's note(s)—Ord. No. 130041, § 5, adopted March 21, 2013, amended the Code by repealing former ch. 38, §§ 38-1—38-4, 38-31—38-38, 38-61, 38-62, 38-82.1—38-82.11, 38-83.1—38-99, 38-100.1—38-103, 38-131—38-137, and adding a new ch. 38. Former ch. 38 pertained to similar subject matter, and derived from the Code of Gen. Ords. of 1967, §§ 26.202—26.217, and 26.311—26.313; Ord. No. 920812, adopted August 6, 1992; Ord. No. 930612, adopted June 3, 1993; Ord. No. 930916, adopted August 12, 1993; Ord. No. 960063, adopted March 7, 1996; Ord. No. 961353, adopted November 7, 1996; Ord. No. 970179, adopted February 24, 1997; Ord. No. 971501, adopted October 23, 1997; Ord. No. 980041, adopted January 29, 1998; Ord. No. 970828, adopted August 27, 1998; Ord. No. 991187, adopted September 23, 1999; Ord. No. 030449, adopted April 3, 2003; Ord. No. 030287, adopted July 31, 2003; Ord. No. 040811, adopted July 28, 2004; Ord. No. 050821, adopted July 28, 2005; Ord. No. 070504, adopted April 26, 2007; Ord. No. 070829, adopted August 9, 2007; Ord. No. 071067, adopted November 1, 2007; Ord. No. 080311, adopted April 3, 2008; Ord. No. 090108, adopted April 2, 2009; Ord. No. 100802, adopted October 14, 2010; Ord. No. 110970, adopted January 19, 2012; and Ord. No. 120008, adopted January 26, 2012. Subsequently, Ord. No. 210645, § 5, adopted August 12, 2021, amended the Code by changing the title of ch. 38.

Cross reference(s)—Civil rights and equal opportunity department, § 2-551 et seq.; equal employment opportunity program for employment with city, § 2-1901 et seq.; tax incentive payment for hiring handicapped persons, § 68-511 et seq.

- (6) *Contract* means any contract to which the city shall be a contracting party, except the following:
 - a. Personal services contracts.
 - b. Emergency requisitions for goods, supplies or services.
 - c. Impressed accounts in the nature of petty cash funds.
 - d. Contract or lease, the cost of which will not exceed \$300,000.00.
- (7) *Covered multifamily dwelling* means a building consisting of four or more units if the building has one or more elevators or a ground floor unit in a building consisting of four or more units.
- (8) *Department* means the department of civil rights and equal opportunity.
- (9) *Director* means the director of the civil rights and equal opportunity department or their delegate.
- (10) *Disability* means, with respect to employment, a person who is otherwise qualified and who, with reasonable accommodation, can perform the essential functions of the job in question. Generally, a person with a disability is any person who:
 - a. Has a physical or mental impairment which substantially limits one or more major life activities;
 - b. Has a record of having such impairment; or
 - c. Is regarded as having such an impairment.
- (11) *Dwelling* means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.
- (12) *Employee* means any individual employed by an employer, but does not include an individual employed by his parents, spouse or child or any individual employed to render services as a domestic in the home of the employer.
- (13) *Employer* includes any person employing six or more employees.
- (14) *Employment agency* means any person, agency or organization, regularly undertaking, with or without compensation, to procure opportunities for employment or to procure, recruit, refer or place employees.
- (15) *Familial status* means one or more individuals, who have not attained the age of 18 years, being domiciled with:
 - a. A parent or another person having legal custody of such individual or individuals; or
 - b. The designee of such parent or other person having such custody, with the written permission of such parent or other person. The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. No provision in this chapter regarding familial status shall apply to housing for older persons, as defined in section 3607 of title 42 of the United States Code Annotated.
- (16) *Family* includes a single individual.
- (17) *Franchise holder* means any individual, partnership, corporation, association or other entity, or any combination of such entities, holding a franchise hereafter granted or renewed by the city.
- (18) *Gender identity* means the actual or perceived appearance, expression, identity or behavior of a person as being male or female, whether or not that appearance, expression, identity or behavior is different from that traditionally associated with the person's designated sex at birth.

- (19) *Labor organization* means any organization which exists for the purpose in whole or in part of collective bargaining or for dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.
- (20) *Performance of work* means the furnishing of any personal service, labor, materials or equipment used in the fulfillment of a contractor's obligation under a city contract.
- (21) *Person* includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other organizations; except the term "person" does not include any local, state or federal governmental entity.
- (22) *Prohibited dress code* means a set of rules governing, prohibiting or limiting access to a place or business, or portion thereof, defined herein as a "public accommodation" because of any of the following:
- a. The wearing of jewelry, the manner in which jewelry is worn or the combination of items of jewelry worn,
 - b. The wearing of a garment or headdress which is generally associated with specific religions, national origins or ancestry,
 - c. The length of the sleeve of a shirt or the leg of a pair of pants or shorts is too long, except that nothing herein shall be construed to prohibit a dress code that requires the wearing of a shirt,
 - d. The style, cut or length of a hair style,
 - e. The colors of the garments,
 - f. In conjunction with a major Kansas City sporting event the wearing of athletic apparel which displays either a number, a professional or college team name or the name of a player;
 - g. The wearing of tee-shirts, except that nothing herein shall be construed to prohibit a dress code that requires such tee-shirts to have sleeves, or to prohibit a dress code that does not allow undershirts, undergarments, or tee-shirts of an inappropriate length. Designer tee-shirts, which are fitted and neat, cannot be banned.
- (23) *Public accommodation* means any place or business offering or holding out to the general public goods, services, privileges, facilities, advantages or accommodations for the peace, comfort, health, welfare and safety of the general public, or providing food, drink, shelter, recreation or amusement, including but not limited to:
- a. Any inn, hotel, motel or other establishment which provides lodging to transient guests, other than an establishment located within a building which contains not more than five rooms for rent or hire and which is actually occupied by the proprietor of such establishment as his residence.
 - b. Any restaurant, tavern, cafeteria, lunchroom, lunch counter, soda fountain or other facility principally engaged in selling food for consumption on the premises, including but not limited to any such facility located on the premises of any retail establishment.
 - c. Any gasoline station, including all facilities located on the premises of such gasoline station and made available to the patrons thereof.
 - d. Any motion picture house, theater, concert hall, sports arena, stadium or other place of exhibition or entertainment.
 - e. Any public facility owned, operated or managed by or on behalf of this city or any agency or subdivision thereof, or any public corporation; and any such facility supported in whole or in part by public funds.

- f. Any establishment which is physically located within the premises of any establishment otherwise covered by this definition or within the premises in which is physically located any such covered establishment, and which holds itself out as serving patrons of such covered establishment.
- g. Any institution, association, club or other entity that has over 250 members, provides regular meal service, and regularly receives payment for meals, beverages, dues, fees, the use of its facilities or services directly or indirectly from or on behalf of nonmembers in furtherance of trade or business.

- (24) *Redevelopment area* means a tax increment redevelopment area as defined in RSMo § 99.805 (11); a planned industrial expansion project area as defined in RSMo § 100.300et seq.; an urban renewal project area or land clearance project area as defined in RSMo § 99.300 et seq.; any area under the control of the port authority of Kansas City, Missouri, or subject to a contract, lease or other instrument to which the port authority is a party; or an area determined by the city to be blighted pursuant to RSMo chapter 353.
- (25) *Rent* means to lease, sublease, let or otherwise grant for a consideration the right to occupy premises not owned by the occupant.
- (26) *Respondent* means any person against whom it shall be alleged by complaint or identified during the course of an investigation that such person has violated, is violating or is about to violate any provision of RSMo chapter 213, or this chapter.
- (27) *Sex* shall include sexual harassment.
- (28) *Sexual orientation* means actual or perceived heterosexuality, homosexuality or bisexuality.
- (29) *Subcontractor* means any individual, partnership, corporation, association or other entity, or other combination of such entities, which shall undertake, by virtue of a separate contract with a contractor, to fulfill all or any part of any contractor's obligation under a contract with the city, or who shall exercise any right granted to a franchise holder, and who has 50 or more employees exclusive of the parents, spouse or children or such subcontractor.
- (30) *Unlawful discriminatory practice* means any discriminatory practice as defined and prohibited by sections 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 180034, § 1, 2-1-18; Ord. No. 180724, § 1, 2-7-19; Ord. No. 190380, § 1, 5-23-19; Ord. No. 200837, § 1, 10-1-20; Ord. No. 210645, § 5, 8-12-21)

Secs. 38-2—38-20. Reserved.

ARTICLE II. ADMINISTRATION

DIVISION 1. ENFORCEMENT

Sec. 38-21. Powers and duties of director.

The director is hereby charged with administration and enforcement of all sections of this chapter and is hereby authorized and empowered to do the following:

- (1) *Rules and regulations.* To adopt, amend and enforce rules and regulations relating to any matter or thing pertaining to the administration of this chapter.

- (2) *Complaint investigation.* To receive, investigate and, upon finding probable cause on any complaint of violation of RSMo ch. 213, to bring such complaint before the human rights commission. If the director finds probable cause to believe that a violation of this chapter has occurred, he or she may refer the matter to the city counselor's office for prosecution in municipal court. Any staff assigned to assist the commission shall be supervised by the director of civil rights and equal opportunity. The director shall not have the power to process complaints of discrimination brought against the city and shall defer any such complaints to the state commission on human rights or any appropriate federal agency for processing.
- (3) *Authority regarding discrimination within city administration.* To investigate and recommend to the city manager any policy changes or specific actions that the director determines are necessary to ensure that the city administration is in compliance with the provisions of this chapter or with state and federal discrimination laws.
- (4) *Initiation of complaints.* Whenever the director has reasonable cause to believe that an unlawful discriminatory practice has occurred, he or she may initiate a complaint alleging violation of any section RSMo ch. 213, or of this chapter.
- (5) *Compliance investigation.* To investigate, survey and review any and all affirmative action programs, city contracts and franchises which are subject to this chapter and to take such action with respect thereto as shall ensure compliance with this chapter.
- (6) *Conciliation.* To attempt to eliminate any unlawful discriminatory practice or any other violation of the terms of this chapter by means of conference, conciliation, persuasion and negotiation and to enter into conciliation agreements.
- (7) *Authority to dismiss complaints.* To dismiss any complaint upon finding such complaint to be frivolous or without merit on its face or upon a finding that the allegedly unlawful discriminatory practice has been eliminated through conciliation.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645, § 5, 8-12-21)

Sec. 38-22. Reserved.

Sec. 38-23. Complaint procedure.

- (a) *Filing of complaint.*
 - (1) Any person claiming injury by an allegedly unlawful discriminatory practice may, by himself or by his attorney, make, sign and file a verified written complaint with the director on forms provided by the director, which shall state the name and address of the person alleged to have committed the unlawful discriminatory practice complained of and which shall set forth the particulars thereof and contain such other information as may be required by the director for the investigation of the complaint.
 - (2) Any complaint filed pursuant to RSMo ch. 213, or this chapter must be filed within 180 days after the alleged unlawful discriminatory practice was committed.
- (b) *Investigation.* After the filing of any complaint, the director shall:
 - (1) During the period beginning with the filing of such complaint and ending with the notice of public hearing before the commission, to the extent possible, engage in conciliation with respect to such complaint. Any agreement reached during these conciliation efforts shall conform to the requirements of subsection (d) of this section.
 - (2) Promptly serve notice upon the complainant acknowledging and advising the complainant of the time limits and choice of forums provided under RSMo ch. 213, and this chapter.

- (3) Promptly serve notice on the respondent or the person charged with a discriminatory practice advising of his or her procedural rights and obligations under this chapter, together with a copy of the complaint.
 - (4) Commence investigation of the complaint within 30 days of the receipt of the complaint.
 - (5) For housing and public accommodation complaints, complete the investigation of the complaint within 100 days unless it is impracticable. If the director is unable to complete the investigation within 100 days, the director shall notify the complainant and the respondent in writing of the reasons for not doing so.
 - (6) Make final administrative disposition of a housing or public accommodations complaint within one year of the date of receipt of a complaint unless it is impracticable to do so, in which case the director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (c) *No probable cause finding.* If it shall be determined after such investigation that no probable cause exists for crediting the allegations of the complaint, the director shall cause to be issued and served upon all parties written notice of such determination.
- (d) *Probable cause finding; conciliation.*
- (1) If it shall be determined after such investigation that probable cause exists for crediting the allegations of the complaint, the director shall immediately endeavor to eliminate the unlawful discriminatory practice complained of by conference, conciliation and persuasion. Each conciliation agreement shall include provisions requiring the respondent to refrain from the commission of such allegedly unlawful discriminatory practice in the future and may contain such further provisions as may be agreed upon by the complainant and the respondent subject to the approval of the director. The director shall not disclose what has transpired in the course of such endeavors and shall not make or maintain a public record of such endeavors as the term "public record" is defined in RSMo ch. 610.
 - (2) If the respondent, the complainant and the director agree upon conciliation terms, the director shall compile the terms of the conciliation agreement for the signature of the complainant, respondent and director. Each conciliation agreement shall be made public unless the complainant and respondent otherwise agree and the director determines that disclosure is not legally required and is not required to further the purposes of this chapter.
- (e) *Failure to conciliate; hearing or prosecution.* If the director believes that he has failed to eliminate an allegedly unlawful discriminatory practice through conciliation, he shall cause to be issued and served a written notice thereof. If the complaint alleges a discriminatory practice prohibited by this chapter, the director may refer the matter to the city counselor for possible prosecution in municipal court. If the complaint alleges a discriminatory practice prohibited by RSMo ch. 213, the director shall refer the matter to the commission for hearing.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-24. Reserved.

Sec. 38-25. Hearing or civil action.

- (a) *Hearing notice.* Upon referral from the director of a matter to be set for hearing, the commission shall set a date upon which a hearing shall be held by a hearing examiner appointed by the city and shall notify all parties of the date thereof. The notice shall be served upon the parties at least 20 days prior to the date of the hearing. A copy of the complaint shall be attached to each such notice.
- (b) *Election to file civil action in housing cases.*

- (1) When a written notice of hearing on a complaint of housing discrimination is issued, a complainant or respondent may elect to have the claims asserted in that complaint decided in a civil action, in accordance with RSMo § 213.076. Written notice of an election made under this subsection shall be filed with the commission with notice to all parties within 20 days of the date on which the notice of hearing was mailed.
 - (2) If such an election is made, the director shall request that the city counselor file suit on behalf of the city and the complainant unless the complainant chooses to bring an action through his or her own private counsel. Within 30 days of the election, the city counselor shall commence, maintain and pay the costs of a civil action in the name of the city and any complainant not represented by private counsel seeking relief as authorized by RSMo ch. 213; however, before such suit is filed by the city on behalf of any complainant, the complainant will agree in writing that any costs or attorneys' fees recovered in such an action will be remitted to the city. The complainant shall have no liability to the city for costs and attorneys' fees except to the extent that such costs and attorneys' fees are awarded by the court to the complainant and paid by a respondent (defendant). Should the city counselor prevail in such suit, he is hereby authorized and directed to seek and recover costs and attorneys' fees. Any attorneys' fees or costs recovered by the city or by a complainant and remitted to the city shall be paid into the general fund of the city.
- (c) *Record of proceedings.* The hearing examiner shall cause all proceedings before it to be either tape recorded or held before a certified court reporter.
- (d) *Hearing procedure.* The hearing shall be conducted in accordance with RSMo ch. 536, and with rules adopted by the commission. The commission or the hearing examiner appointed to hear a matter may subpoena witnesses, compel their attendance, administer oaths, take the testimony of any person under oath, and require the production for examination of any books, papers or other materials relating to any matter under investigation or in question before the commission.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-26. Reserved.

Sec. 38-27. Discovery.

In any case which is before the commission, any party may obtain discovery in the same manner, upon and under the same conditions and upon the same notice and other requirements as is or may hereafter be provided for with respect to discovery in civil actions by rule of the supreme court of the state for use in circuit court. The designated hearing examiner for the human rights commission shall have the same responsibilities and authority with respect to discovery as is vested in circuit judges by supreme court rule. Enforcement of discovery shall be by the same methods, terms and conditions as provided by supreme court rule in civil actions in the circuit court; except that no order issued pursuant to such rule which requires a physical or mental examination, permits entrance upon land or inspection of property without permission of the owner, or purports to hold any person in contempt shall be enforceable except upon order of the circuit court after notice and hearing. The hearing examiner may limit discovery as is appropriate in each case.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-28. Reserved.

Sec. 38-29. Penalty for refusal or failure to obey subpoena.

If any person fails, neglects or refuses to obey all the terms of any subpoena or subpoena duces tecum issued by the human rights commission or its designated hearing examiner, such failure shall be dealt with as provided by the applicable section of RSMo. ch. 536.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-30. Reserved.

Sec. 38-31. Decision and order by commission.

- (a) The hearing examiner shall make findings of fact and conclusions of law and shall recommend to the commission an order granting any relief that is necessary to remedy any discrimination found and which is consistent with RSMo § 213.075, or dismissing the complainant as to the respondent, in accordance with such findings. The commission or a panel of at least three members of the commission shall review the record, findings and recommended order of the hearing examiner. The commission or panel shall thereafter accept or amend the recommended order, which shall become the order of the commission. All orders shall be served on the complainant and respondent and such other public officers as the commission deems proper.
- (b) The order of the commission shall not become final for appeal purposes until it is filed with and approved by the state commission on human rights, in accordance with the procedures set forth in RSMo § 213.135.
- (c) After rendition of the commission's decision on a contract compliance or affirmative action matter, the contracting officer shall serve upon the respondent a copy of such order and decision. The respondent shall have 30 days after delivery of the order and decision to demonstrate to the director willingness to comply with the terms and conditions of such order, failing which the contracting officer shall proceed to cancel, terminate or suspend the contract, or declare the contractor ineligible to receive any city contract or franchise for a period of one year, as such order may require. Willingness of the contractor to comply with such order may be evidenced by his or her written agreement to comply with the terms and conditions set forth in the order.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-32. Reserved.

Sec. 38-33. Confidentiality of statements and documents.

No documents which have been submitted nor anything which has been said or done during the course of a conciliation endeavor or as a result of an affirmative action program submission shall be made public or used as evidence in any subsequent proceedings without the written consent of the parties concerned, except as such statements or documents are public records as defined by state law or except when such statements or documents are used as evidence before a hearing examiner for the human rights commission.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-34. Reserved.

Sec. 38-35. Suspension or revocation of business license.

Upon the final determination of any violation of this chapter, the license of such violator to do business in this city may be suspended for up to 30 days; and, upon a third final determination of any violation of this chapter within five years, the license of such person to do business in this city shall be revoked.

(Ord. No. 130041, § 5, 3-21-13)

Secs. 38-36—38-40. Reserved.

DIVISION 2. HUMAN RIGHTS COMMISSION²

Sec. 38-41. Establishment; membership.

- (a) There shall be a human rights commission, formerly known as the civil rights board, which shall be an agency as such term is defined in RSMo § 536.010. Such commission shall comprise seven members, including a chairperson, to be appointed by the mayor. The commission shall be a local commission as authorized by RSMo §§ 213.020 and 213.135, and as such shall have the power and authority to hear complaints of violations of RSMo ch. 213, in accordance with procedures set forth in RSMo ch. 213, and in this chapter.
- (b) All members shall serve without compensation and shall serve initial staggered terms at the discretion of the council and mayor of three years for three members, two years for three members, and one year for one member; provided that all members shall continue in office until their respective successors shall have been appointed and qualified. In the event of death or resignation of any appointee, a successor shall be appointed by the original appointing authority to serve during the unexpired portion of his or her term.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-42. Reserved.

Sec. 38-43. Powers and duties.

- (a) The commission may adopt rules of procedure consistent with RSMo chs. 213 and 536, and this chapter.
- (b) The commission shall prepare an annual report to be presented to the mayor and council concerning the conditions of minority groups in the city, with special reference to discrimination, civil rights, human relations, hate group activity, bias crimes and bias practices and attitudes among institutions and individuals in the community. The report may also include other social and economic factors that influence conditions of minority groups, as well as the causes of these conditions and the effects and implications to minority groups and the entire city. In preparation for the report the commission may conduct hearings and conduct whatever other research is necessary. The report shall include appropriate recommendations to the mayor and the council.
- (c) The commission shall form task forces as follows:
 - (1) The commission shall form task forces including: youth, business, media, education, law enforcement, religion, labor, gay and lesbian issues, metropolitan area cooperation, and others as may be deemed appropriate.

²Cross reference(s)—Kansas City Lesbian, Gay, Bisexual, Trans and Queer Commission (LGBTQC), § 2-970.60 et seq.

- (2) One member of each task force may be appointed from each councilmanic district, that member to be agreed upon jointly by the councilmembers from that district. Councilmembers may recommend additional members as appropriate.
 - (3) Except as provided in subsection (c)(2) of this section, the chairperson of the commission shall appoint the chairs and members of the task forces.
 - (4) The task forces shall consist of no more than 15 members except where the commission chairperson specifically approves additional members.
 - (5) The task forces will assist the commission in the preparation of the commission's annual report to the mayor and council.
- (d) The commission is empowered to investigate hate group activity and incidents of bias crimes and work with law enforcement agencies and others to implement programs and activities to combat hate group activity and bias crimes.
 - (e) The commission may seek information from any and all persons, agencies and businesses, in both the public and private sectors, to identify and investigate problems of discrimination and bias as they affect the citizens of the city either directly or indirectly.
 - (f) The commission may cooperate with public and private educational institutions at primary, secondary and post-secondary levels to foster better human relations among the citizens of the city and within the metropolitan Kansas City area.
 - (g) The commission may work with civil rights organizations, community organizations, law enforcement agencies, school districts and others to collect and review data relating to patterns of discrimination, bias crimes, hate group activity, and general issues of civil and human rights.
 - (h) The commission may conduct studies, assemble pertinent data, implement educational programs and organize training materials for use by the commission to assist civil and human rights agencies, neighborhood organizations, educational institutions, law enforcement agencies, labor unions and businesses and others to prevent discrimination.
 - (i) The commission may serve as an advocate to prevent discrimination and bias crimes.
 - (j) The commission chairperson may appoint such committees from its membership or other citizens to fully effectuate the purpose of this chapter.
 - (k) The commission is empowered to hold hearings regarding issues of general or specific civil and human rights affecting the citizens of the city, to review decisions of hearing examiners appointed by the city to hear charges of violations of RSMo ch. 213, to administer oaths, and to take the testimony of any person under oath.
 - (l) Based upon its hearings or those held by its hearing examiners, the commission shall issue such findings as it deems appropriate under the circumstances. If the commission finds that a respondent has engaged in an unlawful discriminatory practice as defined in RSMo ch. 213, the commission shall issue and cause to be served on the respondent an order requiring the respondent to cease and desist from the unlawful discriminatory practice. The order shall require the respondent to take such affirmative action or award such relief as in the commission's judgment will implement the purposes of this chapter and of Chapter 213, RSMo, including but not limited to the assessment of civil penalties, reinstatement, back pay, making available the dwelling or public accommodation, actual damages, or any other relief that is deemed appropriate and which is consistent with Chapter 213, RSMo.
 - (m) Should the respondent also be a city contractor, upon complaint by the civil rights and equal opportunity department and after hearing duly held, the commission shall make findings of fact and conclusions of law; and when it finds a breach of conditions of any contract or franchise wherein compliance with this chapter is assured, it shall make an order specifying the terms and conditions under which any contract or franchise will be continued in force, or in the alternative shall order the cancellation, termination or suspension of such

contract or franchise, or order that such contractor or franchise holder be ineligible to receive any city contract or franchise for a period of one year.

- (n) The chairperson may appoint hearing review panels composed of not less three persons to review hearings conducted by a hearing examiner regarding violations of RSMo ch. 213. Panels shall be appointed on a rotating basis to ensure that all commission members have an opportunity to review recommended findings of the hearing examiner. Any member of the commission who has a conflict of interest or the appearance of a conflict of interest regarding an issue to be heard by the commission will not participate in the proceedings regarding that issue.
- (o) The commission is empowered to hold hearings, upon complaint of an aggrieved party or upon an investigation by the director to determine whether the owner, operator, agent or an employee of a business or facility within a redevelopment area is using a prohibited dress code. Based upon its hearings, or those held by its hearing examiners, the commission shall issue such findings as it deems appropriate under the circumstances. If the commission finds that the owner, operator or employee of such a business or facility has used, or is using, a prohibited dress code, and, therefore, has engaged in an unlawful discriminatory practice as defined in RSMo ch. 213, or in section 38-113, the commission shall issue and cause to be served on the owner, operator, agent or employee an order requiring the owner, operator or employee to cease and desist from the use of the prohibited dress code. The order may also require the owner, operator, agent or employee to take further affirmative action or award such relief as in the commission's judgment will implement the purposes of this chapter and of RSMo ch. 213, including but not limited to the assessment of civil penalties, making access available to those individuals denied access to the public accommodation because of the use of a prohibited dress code, actual damages, or any other relief that is deemed appropriate and which is consistent with RSMo ch. 213, and chapter 38, Code of Ordinances.
- (p) The commission shall study, advise and make other recommendations for legislation, policies, procedures and practices of the city, other businesses entities, and other public entities as are consistent with the purposes of this chapter.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645, § 5, 8-12-21)

Secs. 38-44—38-60. Reserved.

DIVISION 3. BIAS OFFENSE REPORTING

Sec. 38-61. Reporting responsibility.

- (a) The police department of the city shall collect and maintain information relating to alleged crimes and ordinance violations occurring within the city in which the evidence of the offense indicates it was motivated by bigotry or bias related to the race, religion, sexual orientation or ethnicity of individuals or groups. For purposes of this section the following crimes and ordinance violations contained in the Code of Ordinances are included:
 - (1) Section 1-17(d) General penalty; continuing violations;
 - (2) Section 50-9, Stalking;
 - (3) Section 50-102, Trespass generally;
 - (4) Section 50-124, Institutional vandalism;
 - (5) Section 50-125, Defacing property with aerosol paint and like materials;
 - (6) Section 50-159, Harassment;
 - (7) Section 50-164, Disorderly conduct;

- (8) Section 50-167, Disturbing the peace;
- (9) Section 50-168, Bodily injury—Attempting;
- (10) Section 50-169, Same—Inflicting;
- (11) Section 50-170, Assault on persons or on route to or from school premises; disturbing school activities;
- (12) Section 50-171, Aggravated trespass;
- (13) Section 50-261, Unlawful use of weapons—generally;
- (14) Section 64-11, Throwing missiles;
- (15) Section 64-12, Throwing objects from buildings.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-62. Reserved.

Sec. 38-63. Reporting system.

The police department of the city shall develop a system by which the required reporting shall be accomplished. The reporting system shall include monthly distribution of the information collected to the civil rights and equal opportunity department of the city, and to the United States Department of Justice, Community Relations Service, Central Region.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645, § 5, 8-12-21)

Sec. 38-64. Reserved.

Sec. 38-65. Incident reports.

- (a) Whenever any police officer has identified a victim of an alleged bias crime or city ordinance violation, the police department of the city shall, to the extent known, supply the name, address and telephone number of the victim to the director of the civil rights and equal opportunity department, acting for the human rights commission, together with other relevant information concerning the victim. Whenever any police officer has identified an incident that does not constitute a crime or city ordinance violation the officer will refer the victim to the civil rights and equal opportunity department. The director of civil rights and equal opportunity shall establish a telephone line for citizens to call to report incidents of possible bias incidents that are not crimes or city ordinance violations.
- (b) The purposes of this reporting are to permit the director of civil rights and equal opportunity, or other designated party appointed by the director, acting for the human rights commission, to:
 - (1) Contact the victim for the purpose of offering to help the victim deal with the police department, prosecutors and other interested agencies, and to help secure any other support which may be available to the victim; and
 - (2) Determine whether the incident is related to a pattern of discrimination, or if, due to bias-related tensions in the area where the incident occurred, further incidents are likely to occur if remedial action is not taken.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645, § 5, 8-12-21)

Secs. 38-66—38-100. Reserved.

ARTICLE III. DISCRIMINATORY PRACTICES

DIVISION 1. IN GENERAL

Sec. 38-101. Prohibited.

- (a) Discriminatory practices, as defined in sections 38-102, 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113, are prohibited. Any person who engages in a prohibited discriminatory practice shall be guilty of an ordinance violation, punishable by a fine of not more than \$500.00, by imprisonment of not more than 180 days, or by such fine and imprisonment.
- (b) Nothing in sections 38-102, 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113 shall be read or interpreted to require the imposition of quotas or any form of affirmative action to remedy any past practices.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 190380, § 1, 5-23-19)

Sec. 38-102. Salary history.

- (a) Except as otherwise provided in in this section, it shall be unlawful for an employer or agent to:
 - (1) Inquire about the salary history of an applicant for employment; or
 - (2) Screen job applicants based on their current or prior wages, benefits, or other compensation, or salary histories, including requiring that an applicant's prior wages, benefits, other compensation or salary history satisfy minimum or maximum criteria; or
 - (3) Rely on the salary history of an applicant in deciding whether to offer employment to an applicant, or in determining the salary, benefits, or other compensation for such applicant during the hiring process, including the negotiation of an employment contract; or
 - (4) Refuse to hire or otherwise disfavor, injure or retaliate against an applicant for not disclosing his or her salary history to an employer.
- (b) Notwithstanding paragraph (a) of this section, an employer or its agent may, without inquiring about salary history, engage in discussion with the applicant about the expectations with respect to salary, benefits, and other compensation, including but not limited to unvested equity or deferred compensation that an applicant would forfeit or have cancelled by virtue of the applicant's resignation from their current employer.
- (c) The prohibitions in paragraph (a) of this section shall not apply to:
 - (1) Applicants for internal transfer or promotion with their current employer;
 - (2) A voluntary and unprompted disclosure of salary history information by an applicant;
 - (3) Any attempt by an employer to verify an applicant's disclosure of non-salary related information or conduct a background check, provided that if such verification or background check discloses the applicant's salary history, such disclosure shall not be relied upon for purposes of determining the salary, benefits, or other compensation of such applicant during the hiring process, including the negotiation of a contract;
 - (4) Employee positions for which salary, benefits, or other compensation are determined pursuant to procedures established by collective bargaining; and
 - (5) Applicants who are re-hired by the employer within five years of the applicant's most recent date of termination from employment by the employer, provided that the employer already has past salary history data regarding the applicant from the previous employment of applicant.

(Ord. No. 190380 , § 1, 5-23-19)

Sec. 38-103. Employment.

- (a) It shall be unlawful for any employer, employment agency or labor organization to commit any of the following discriminatory employment practices:
 - (1) For any employer to fail or refuse to hire or promote, or to discharge, any individual or otherwise to rule or act against any individual with respect to compensation, tenure, conditions or privileges because of such individual's race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (2) For any employer to limit, segregate or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (3) For any employer, labor organization or employment agency or any joint labor-management committee controlling apprenticeship training programs to deny or withhold from any person the right to be admitted to or participate in a guidance program or an apprenticeship training program because of race, color, sex, religion, national origin or ancestry, disability sexual orientation or gender identity.
 - (4) For any employer or employment agency to fail or refuse to refer any individual for an employment interview or to print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for employment or to make any inquiry in connection with prospective employment, which expresses any limitation, specification or preference, because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (5) For any employer to substantially confine or limit recruitment or hiring of employees to any employment agency, employment services, labor organization, training school, training center or any other employee-referring source which excludes persons because of their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (6) For any labor organization to in any way deprive or limit any person in his or her employment opportunities or otherwise adversely affect his status as an applicant for employment or as an employee, with regard to tenure, compensation, promotion, discharge or any other terms, conditions or privileges directly or indirectly related to employment, because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (7) For any employer, employment agency or labor organization to discharge, expel, demote, fail to promote or otherwise rule against any person because he or she has filed a complaint, testified or assisted in any manner in any investigation or proceedings under this chapter.
 - (8) For any person, whether or not an employer, employment agency or labor organization, to aid, abet, incite, compel, coerce or participate in the doing of any act declared to be a discriminatory practice under this chapter, or to obstruct or prevent any person from enforcing or complying with the provisions of this chapter, or to attempt to commit any act declared by this chapter to be a discriminatory practice.
- (b) Notwithstanding any other provision of this section, it shall not be an unlawful employment practice for an employer to apply different standards of compensation or different terms, conditions or privileges of employment pursuant to a bona fide seniority or merit system.
- (c) Notwithstanding any other provision of this section, it shall not be an unlawful employment practice for a religious organization, association or society, or any nonprofit institution or organization operated,

supervised or controlled by or in conjunction with a religious organization, association or society, to discriminate in its employment decisions on the basis of religion, sexual orientation or gender identity.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-104. Criminal records in employment.

- (a) Except as provided in subsection (b), it should be unlawful:
 - (1) For an employer to base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
 - (2) For an employer to inquire about an applicant's criminal history until after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (b) The requirements set forth in subsection (a) of this section do not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

(Ord. No. 180034 , § 1, 2-1-18)

Sec. 38-105. Housing.

- (a) It is the policy of the city to provide, within constitutional limitations, for fair housing throughout the corporate limits of the city.
- (b) Within this section "protected trait" shall mean actual or perceived race, color, religion, national origin, sex, mental or physical disability, marital status, familial status, age sexual orientation or gender identity, gender expression, ethnic background, or being a victim of domestic violence, sexual assault or stalking.
- (c) If the director finds probable cause of a violation of this section, the director shall notify the director of health of the violation and assist the director of health in any related investigation, in addition to pursuing any enforcement authorized by chapter 213 RSMo.
- (d) The following discriminatory housing practices shall be unlawful:
 - (1) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of property offered for sale or rental, or otherwise make unavailable or deny a dwelling to any person, because of a protected trait.
 - (2) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of a protected trait.
 - (3) To make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference or limitation based on a protected trait or an intention to make any such preference, limitation, or discrimination.
 - (4) To represent to any person, because of a protected trait, that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.
 - (5) To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of persons of a particular protected trait.

- (6) For a person in the business of insuring against hazards to refuse to enter into or discriminate in the terms, conditions or privileges of a contract of insurance against hazards to a dwelling because of a protected trait pertaining to persons owning or residing in or near the dwelling.
 - (7) To discriminate in the sale or rental or to otherwise make unavailable or deny a dwelling to any buyer or renter because of a disability of:
 - a. That buyer or renter;
 - b. A person residing in or intending to reside in that dwelling after it is sold, rented or made available; or
 - c. Any person associated with that buyer or renter.
 - (8) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
 - a. That person;
 - b. A person residing in or intending to reside in that dwelling after it is so sold, rented or made available; or
 - c. Any person associated with that person.
 - (9) To sexually harass a property owner or tenant;
 - (10) To refuse to rent or to make any distinction or restriction for the rental of a dwelling unit solely because of the type of reasonably verifiable and lawful source of income. As used in this section, lawful source of income shall mean the lawful manner by which an individual supports themselves or their dependents, including but not limited to pay, child support payments, and rental assistance from a federal, state, local or nonprofit-administered benefit or subsidy program. In no event shall an owner be compelled to participate in an otherwise voluntary benefit or subsidy program.
- (e) While a person may examine a criminal background check or rental history in reviewing an application for rental housing, the person shall review additional information provided by the rental applicant, including, but not limited to, personal references, recency and severity of any convictions, recency and status of any evictions, and any actions taken by the rental applicant to resolve past evictions.
- (f) For purposes of this section, the term "discrimination" includes:
- (1) A refusal to permit at the expense of the disabled person reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;
 - (2) A refusal to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or
 - (3) In connection with the design and construction of covered multifamily dwellings for first occupancy, a failure to design and construct those dwellings in a manner that:
 - a. The public and common use portions of such dwellings are readily accessible to and usable by disabled persons. This shall include at least one building entrance on an accessible route unless it is impracticable to do so because of the terrain or unusual characteristics of the site;
 - b. All doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs; and
 - c. All premises within such dwellings contain the following features of adaptive design:

1. An accessible route into and through the dwelling;
2. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;
3. Reinforcements in bathroom walls to allow later installation of grab bars; and
4. Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically disabled persons, commonly cited as ANSI A117.1, suffices to satisfy that the requirements of subsection (b)(3)a of this section are met.

- (4) For purposes of subsections (a)(7) and (8) of this section, discrimination includes any act that would be discrimination under 42 USC 3604(f)(3) through (9).
- (g) Nothing in this section shall apply to rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other if the owner actually maintains or occupies one of such living quarters as the owner's residence, and if the dwelling contains any rooms, except hallways, which are shared by the families or the owner.
- (h) Nothing in this section shall prohibit a religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from discriminating in the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose on the basis of religion, sexual orientation or gender identity, or from giving preference to persons on those bases.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 180034, § 1, 2-1-18; Ord. No. 180724, § 1, 2-7-19; Ord. No. 190935, § 4, 12-12-19)

Sec. 38-106. Reserved.

Sec. 38-107. Discrimination in commercial real estate loans.

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan or other financial assistance because of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, handicap or familial status to a person applying therefor for the purpose of purchasing, construction, improving, repairing or maintaining a dwelling, or to discriminate against him in fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance, because of the race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, handicap or familial status of such person or of any person associated with him in connection with such loan or other financial assistance, or of the present or prospective owners, lessees, tenants or occupants, of the dwellings in relation to which such loan or other financial assistance is to be made or given.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-108. Reserved.

Sec. 38-109. Discrimination in the provision of brokerage services.

It shall be unlawful for any person to deny any other person right to membership or participation in any multiple listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting dwellings, or to discriminate against any person in terms or conditions of such access,

membership or participation, on account of race, color, religion, national origin, sex, disability, marital status, familial status, sexual orientation or gender identity.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-110. Reserved.

Sec. 38-111. Additional unlawful practices.

- (a) It shall be an unlawful discriminatory practice to:
- (1) Aid, abet, incite, compel or coerce the commission of acts prohibited under this chapter or to attempt to do so.
 - (2) Retaliate or discriminate in any manner against any other person because such person has opposed any practice prohibited by this chapter or because such person has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding or hearing conducted pursuant to this chapter.
 - (3) Discriminate in any manner against any other person because of such person's association with any person protected by this chapter.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-112. Reserved.

Sec. 38-113. Discriminatory accommodation practices.

- (a) It shall be a discriminatory accommodation practice for any owner, agent or employee of any place of public accommodation, directly or indirectly, to refuse, withhold from or deny to any person any of the accommodations mentioned in this chapter or to discriminate against any person in the furnishing thereof on account of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation or gender identity of such person, or directly or indirectly to publish, circulate or display any written or printed communication, notice or advertisement to the effect that any of the accommodations or the facilities of such place of public accommodation will be refused, withheld from or denied to any person on account of race, religion, color, ancestry, national origin, sex, disability, marital status, familial status, sexual orientation or gender identity, or that, for such reasons, the patronage or custom of any person described in this section is unwelcome or objectionable or not acceptable to such place.
- (b) It shall be a discriminatory accommodation practice for any owner, agent, operator or employee of a business or facility within a redevelopment area to use a prohibited dress code as defined in section 38-1, directly or indirectly, to refuse, withhold from or deny to any person any of the accommodations mentioned in this chapter or to discriminate against any person in the furnishing thereof on account of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation or gender identity of such person. Any dress code enforced in a redevelopment area or in any establishment with such area must be posted in accordance with the requirements of section 10-331(d), and must contain the phone number of the city's civil rights and equal opportunity department and a phone number of a representative of the establishment who is available to respond to complaints regarding the enforcement of the dress code during all hours when the establishment is open or such dress code is in effect. Any such dress code shall list all prohibited items of dress. Notwithstanding the foregoing, nothing herein shall be construed as prohibiting:
- (1) Any owner or operator of a business or facility within a redevelopment area from establishing an employee dress code or requiring that an employee abide by the employee dress code while at work.

- (2) Any owner, agent, operator or employee of a business or facility within a redevelopment area from affirmatively requiring the wearing of specified articles of clothing, which may include collared shirts and ties, sports jackets, business suits, business casual, formal clothing or smart casual clothing in keeping with the ambiance and quality of the particular business or facility and formal footwear, so long as the requirements are enforced with regard to each and every patron, regardless of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation or gender identity.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645, § 5, 8-12-21)

Secs. 38-114—38-199. Reserved.

ARTICLE IV. LIVING WAGE³

Sec. 38-200. Authority.

This article is enacted pursuant to its general police powers and the authority to provide for the general health and welfare of its citizens as established by the Missouri Constitution, article VI, section 19(a), giving a charter city all powers which are consistent with the Missouri Constitution and that are not limited or denied by the city Charter or by statute.

(Ord. No. 170391, § 6, 5-18-17)

Sec. 38-201. Definitions.

Apprentice means a person bound to serve another for a specified time in order to learn some art, trade, profession, or business.

Base wage means the minimum hourly rate of compensation that an employee who customarily and regularly receives more than \$30.00 a month in tips shall be paid pursuant to this article;

Commission means a payment based on a percentage of the value of sales or other business done;

Living wage means the minimum hourly rate of compensation that an employee shall be paid; and

Tip means a gratuity earned by an employee for providing good service.

(Ord. No. 170391, § 6, 5-18-17)

Sec. 38-202. Applicability.

- (a) This article shall be effective within the corporate limits of the city, established by article 1, section 101 of the Kansas City, Missouri Charter.
- (b) Employees of the city shall be paid the living wage established by section 38-204 of this article. However, the provisions of this subsection are expressly limited by and subject to collective bargaining agreements between the city and any bargaining unit.

³Editor's note(s)—Ord. No. 170391, § 6, adopted May 18, 2017, and approved by voters on August 8, 2017, amended the Code by, in effect, repealing former art. IV, §§ 38-201—38-207, and adding a new art. IV. Former art. IV pertained to the city minimum wage, and derived from Ord. No. 170193, adopted March 9, 2017.

- (c) As of the effective date of this article, contracts entered into by the city for services, including construction services, shall require the contractor to pay the living wage established by this article.
- (d) Businesses required by the city to have a business license from the city shall pay the living wage established by this article.
- (e) For purposes of identifying who shall be paid the living wage established by this article, all individuals employed in the corporate limits of the city, whether on a part-time, full-time or temporary basis, shall be considered to be an employee for purposes of this article. Also considered an employee for purposes of this article are contingent or contracted workers, and persons working through a temporary service, staffing or employment agency or similar entity. However, the following shall not be considered employees entitled to the living wage established by this article:
 - (1) An individual employed by the United States, the state or any political subdivision of the state other than by the city;
 - (2) An individual engaged in the activities of an educational, charitable, religious or nonprofit organization where the employer-employee relationship does not, in fact, exist or where the services rendered to such organizations are on a voluntary basis;
 - (3) Apprentices in a registered apprentice program recognized by the state or the Federal Bureau of Apprenticeship and Training, as well as any apprentice participating in an apprenticeship program providing significant instructional and practical experience and offered by the city of Kansas City, Missouri.
 - (4) Temporary employees of an educational, charitable or religious youth camp or retreat where room and board are provided to the employee, or if a day camp, where board only is provided. To qualify under this exemption the employer must hold a valid certificate issued annually by the director of the state department of labor pertaining to exemption of seasonal employees;
 - (5) Any employee that is the parent, spouse, child or other member of the employer's immediate family; for purposes of this subsection, the employer shall include the principal stockholder of a family corporation;
 - (6) Interns working for a business for academic credit in connection with a course of study at an accredited school, college or university; and
 - (7) Persons working for a business in connection with a court-ordered community service program.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-203. Findings.

- (a) The city council finds that the public welfare, health, safety and prosperity of citizens of the city requires that citizens be paid a living wage sufficient to ensure a decent and healthy life;
- (b) The city council finds that establishing a mandatory minimum hourly wage will promote the public welfare, health, safety and prosperity by ensuring that citizens can better support and care for their families through their own efforts;
- (c) The city council finds that when businesses do not pay adequate wages, the community bears the cost in the form of increased demand for taxpayer-funded social services;
- (d) The city council finds that it is in the public interest to require that employers benefiting from the opportunity to do business in the city pay employees a living wage that is adequate to meet the basic needs of living in the city.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-204. Living wage payment requirements.

- (a) Except as provided in subsection (b), the living wage paid to an employee not excluded as set forth above, shall be \$10.00 per hour, effective August 24, 2017. Beginning September 1, 2019, the living wage shall be increased by \$1.25 each year thereafter for the next four years. The city shall post the living wage established by this article on its website after this article becomes effective and at least 90 days prior to each adjustment of the living wage.
- (b) An employee who customarily and regularly receives more than \$30.00 a month in tips and/or commissions shall be paid at least a base wage equivalent to 60 percent of the living wage established by this article. Initially the base wage rate shall be \$6.00. That wage will increase simultaneously and proportionately with each living wage increase. The employer may consider tips and commissions as part of wages, but the tips and commissions combined with the employer's payment of wages to the employee shall not equal less than the living wage as provided in subsection (a) of this section. In the event an employee earns insufficient tips and/or commissions combined with the base wage to receive a wage at least equal to the living wage established by this article, the employer shall pay the employee the difference to ensure the employee receives a wage equal to the living wage established by this article. All tips received by such employee shall be retained by the employee, except that nothing in this section shall prohibit the pooling of tips among employees. Where employees practice tip pooling or splitting (as where staff give a portion of their tips to bus persons), only the amount actually retained by each employee shall be considered part of that employee's wages.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-205. Prohibition against retaliation and circumvention.

It shall be unlawful for any employer or employer's agent or representative to discharge, demote, deny promotion to or in any way discriminate against an employee in the terms or conditions of employment in retaliation for the person asserting a claim or right pursuant to this article or assisting another person to do so.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-206. Remedies and penalties.

- (a) A person violating this article shall be subject to a fine of \$500.00. Any person violating any of the requirements of this article shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.
- (b) The city, any individual aggrieved by a violation of this article, or any entity whose members have been aggrieved by a violation of this article, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this article and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due, an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.
- (c) The remedies provided in this article are not exclusive, and nothing in this article shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-207. Prospective application.

Nothing in this article shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of the Missouri Constitution, article I, section 13.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-208. Severability.

The requirements and provisions of this article are severable. In the event that any requirement, provision, part, subpart or clause of this article, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the council that the remainder of this article be enforced to the maximum extent possible consistent with the objective of ensuring a living wage.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-209. Notice posting.

Any holder of a city business license shall, as a condition of obtaining or holding a business license, post and display in a prominent location next to its business license a notice that the business is in compliance with the provisions of this article and shall include the text of sections 38-202 and 38-204 of this article. Failure to comply with this section shall be construed as a violation of this article and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-210. Procedure.

A complaint form for use in reporting violations of this article shall be available on the city webpage for use in reporting violations.

(Ord. No. 170391 , § 6, 5-18-17)

**Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances**

Sec. 38-211. Effective date.

This article shall become effective August 24, 2017, contingent upon voter approval at an election to be held on August 8, 2017.

(Ord. No. 170391 , § 6, 5-18-17)

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Rev. 3.22.2023



**Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances**

EXHIBIT C

**Civil Rights and Equal Opportunity Department Civil Rights and Wage
Assurances**

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

Ban the Box in Hiring and Promotion.

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

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

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

Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title

CREO Form 3
Rev. 3.22.2023



**Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances**

VI in all of its programs and activities regardless of the funding source.
Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act,

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Rev. 3.22.2023



**Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances**

Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

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

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or

CREO Form 3
Rev. 3.22.2023



**Civil Rights and Equal Opportunity Department
Civil Rights and Wage Assurances**

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

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

(1) year. This is a material term of this Contract.

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

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



*CREO Document Submittal Project

CREO Document Submittal for Non e-Builder Projects: #1307

Subject: Non-Discrimination & Equal Opportunity Review Document Upload |
Contract NA | 1534CHARLOTTE
Creator: Implementation, e-Builder
Date Created: 02.06.2024 03:59PM
Process Date Due:
Open: Yes

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

Comments

By: ,

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

Date: 2/6/2024
Form Prepared By: Ashley Wise

Contract/Project Number: 1534CHARLOTTE	Project Name: 1534CHARLOTTE
Developer/Prime: NA	Contact Information: N/A
Final Contract Value: N/A	Project Manager: NA

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA Ch. 100 Other: N/A

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

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

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:
Authorizing the Director of General Services to execute a 10 year ease agreement with option to renew for 10 years with Grayson Capital, for the purpose of use of a parking lot at 1534 Charlotte, KCMO 64108. Revenue FY25 \$172,914.14.

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

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

The Document is:

Approved Disapproved

Changes Needed:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: *Gabriel Kuer* DocuSigned by: 72A9990E20E842D... Date: 2/9/2024

Comments:

ORDINANCE NO.

Sponsor: Director of General Services

Estimating revenue in the amount of \$4,000.00 in the General Fund; and authorizing the Director of General Services to execute a three (3) year lease agreement with an option to renew for (3) additional years with MWT Bulk Services LLC for the purpose of an office and truck scale generally located at 1518 Woodsweather Road, Kansas City, MO 64105.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the General Fund is hereby estimated in the following amount pursuant to the MWT Bulk Services LLC Agreement:

24-1000-071600-457500	City Property and Acquisition	\$4,000.00
-----------------------	-------------------------------	------------

Section 2. That the Director of General Services is authorized to execute a three (3) year lease agreement with an option to renew for (3) additional years with MWT Bulk Services LLC. for the purpose of for the purpose of an office and truck scale generally located at 1518 Woodsweather Road, Kansas City, MO 64105 beginning January 1, 2024 and ending December, 2027. A copy of the license agreement is on file in the General Services Department.

Approved as to form:

Abigail Judah
Assistant City Attorney



File #: 240282

ORDINANCE NO. 240282

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute one-year indefinite delivery/indefinite quantity construction contracts (No. EV3052) that may exceed \$1,000,000.00 with Mark One Electric Co, Inc., Vazquez Commercial Contracting, LLC, and Alpha Energy and Electric, Inc. to provide electrical maintenance and repair services at various City-owned facilities; and authorizing the Manager of Procurement Services to execute contract amendments and exercise the City's five one-year renewal options without additional Council authorization.

WHEREAS, pursuant to Code of Ordinances Section 3-41(a)(2), the Manager of Procurement Services is authorized to enter into indefinite delivery/indefinite quantity construction contracts service contracts in which the term does not exceed six one-year terms and consideration does not exceed \$1,000,000.00; and

WHEREAS the proposed contracts with the Contractors will provide electrical maintenance and repair services at various owned City facilities and may exceed \$1,000,000.00; and

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute one-year indefinite delivery/indefinite quantity construction contracts (No. EV3052) that may exceed \$1,000,000.00 with Mark One Electric Co, Inc., Vazquez Commercial Contracting, LLC, and Alpha Energy and Electric, Inc. to provide electrical maintenance and repair services at various City-owned facilities.

Section 2. That the Manager of Procurement Services is authorized to execute contract amendments with Mark One Electric Co, Inc., Vazquez Commercial Contracting, LLC, and Alpha Energy and Electric, Inc. and exercise the City's five (5) one-year renewal options without additional Council authorization.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

James M. Brady
Assistant City Attorney



*CREO Document Submittal Project

CREO Document Submittal for Non e-Builder Projects: #1252

Subject: CUP/LOI (Contract Utilization Plan/Letter of Intent) Document Upload |
Contract EV3052-3 | EV3052-3 Electrical Services
Creator: Implementation, e-Builder
Date Created: 01.18.2024 02:21PM
Process Date Due:
Open: Yes

Accepted By:
Current Step: CREO MM CUP/LOI
Status: Received
Date Due:

Comments

Contractor Utilization Plan Approval Form

Prepared by: Cory Burress

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

Date: 1/18/24

Contract/Project Number: EV3052-3	Project Name: CITY-WIDE IDIQ ELECTRICAL SERVICES, MAINTENANCE AND REPAIR
Developer/Prime: Alpha Energy and Electric, Inc.	Contact Name: Gabriel Okafor
Address: 1100 East 34th Street, Kansas City, MO 64109	Email: gabriel.okafor@alphaee.com

Full Contract Value: \$ 1,000,000.00

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: ____%
MBE: <u>15</u> %	MBE: <u>85</u> %
WBE: <u>15</u> %	WBE: <u>15</u> %
Non-certified firms: ____%	Non-certified firms: ____%

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

Project Manager: Karen Wang Email: karen.wang@kcmo.org
 Additional Information:

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

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

The Contractor Utilization Plan is:

Approved Disapproved

85 % MBE 15 % WBE _____ % DBE

The Request for Good Faith Efforts Waiver is:

Approved Disapproved Not Applicable

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

CREO Signature: Gabriel Buer Date: 1/22/2024

Comments:



Inter-Departmental Communication

Date: January 20, 2024
To: Council member Kevin O'Neill, Chair, Transportation, Infrastructure & Operations Committee
From: Jaime Guillen, Director; Civil Rights & Equal Opportunity Department
Subject: CUP Summary #: EV3052-3

CONTRACTOR: Alpha Energy and Electric, Inc.
Address: 1100 East 34th Street,
Kansas City, MO 64109
Contract # & Name: EV3052-3 - CITY-WIDE IDIQ ELECTRICAL SERVICES, MAINTENANCE AND REPAIR
Contract Amount: \$1,000,000.00
Contract Type: Facilities Maintenance/Repair/Renovation
MBE Goal: 15%
WBE Goal: 15%
Total MBE Achieved: 85%
Total WBE Achieved: 15%

MBE SUBCONTRACTORS:

Name: Alpha Energy and Electric, Inc.
Address: 1100 East 34th Street,
Kansas City, MO 64109
Scope of Work;
Subcontract Percentage: \$850,000.00
Ownership: Ike Nwabuonmu
Structure: African American, Male Code:1

WBE SUBCONTRACTORS:

Name: Hartline Construction, LLC
Address: 751 East 63rd Street, Suite 107,
Kansas City, MO 64110
Scope of Work: General enabling work for electrical work. Work including but not limited to providing laborers for cleaning and enabling work. Provide operators and perform excavation for electrical work. Perform traffic control service, signage and flags. Perform all general conditions scope of work.
Subcontract Percentage: \$150,000.00
Ownership: Jennifer Hart
Structure: Caucasian, Female Code: 27

Comments: Prime contractor Alpha Energy and Electric, Inc. is a certified MBE who is self-performing work for MBE participation credit of 85%

**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Contractor Utilization Plan Approval Form**

Date:
Form Prepared By:

Contract/Project Number: EV3052-1	Developer/Prime: Mark One Electric Co., Inc.
Project Name: EV3052-1	Contact Information: <small>Rosana Privitera Blondo <Rosana.priviterabiondo@markone.com> 816-842-7023</small>
Final Contract Value: IDIQ TBD	Address: 1414 Genessee Kansas City, MO 64102

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contract Goals: 15%15%	Contractor Utilization Plan Achievement: 15%15%
Self-Perform: <u> 0 </u> %	Self-Perform: <u> 0 </u> %
MBE: <u> 15 </u> %	MBE: <u> 15 </u> %
WBE: <u> 15 </u> %	WBE: <u> 15 </u> %
Non-certified firms: <u> </u> %	Non-certified firms: <u> </u> %

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:
See the attached.

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

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

The Contractor Utilization Plan is:

Approved Disapproved

 15 % MBE 15 % WBE % DBE

The Request for Good Faith Efforts Waiver is:

Approved Disapproved Not Applicable

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

CREO Signature: Mark Runge Date: 8/10/2023
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Comments:

Contractor Utilization Plan (CUP) MUST be submitted to CREO prior to being posted on docket for review & approval from Council.





*CREO Document Submittal Project

CREO Document Submittal for Non e-Builder Projects: #883

Subject: CUP/LOI (Contract Utilization Plan/Letter of Intent) Document Upload |
Contract EV3052-2 | Electrical Services
Creator: Implementation, e-Builder
Date Created: 08.15.2023 10:28AM
Process Date Due:
Open: Yes

Accepted By:
Current Step: CREO MM CUP/LOI
Status: Received
Date Due:

Comments

**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Contractor Utilization Plan Approval Form**

Date:
Form Prepared By:

Contract/Project Number: EV3052-2	Developer/Prime: VAZQUEZ COMMERCIAL CONTRACTING, LLC
Project Name: EV3052-2	Contact Information: Joe Vazquez <joev@vazquezcc.com> Cell: 816-547-5017 Office: 816-569-6869
Final Contract Value: IDIQ TBD	Address: 3303 Gillham Road, Kansas City, MO 64109

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contract Goals: 15%15%	Contractor Utilization Plan Achievement: 15%15%
Self-Perform: <u>11</u> %	Self-Perform: <u>0</u> %
MBE: <u>15</u> %	MBE: <u>15</u> %
WBE: <u>15</u> %	WBE: <u>15</u> %
Non-certified firms: <u> </u> %	Non-certified firms: <u> </u> %

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:
See the attached.

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

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

The Contractor Utilization Plan is:

Approved Disapproved

15 % MBE 15 % WBE % DBE

The Request for Good Faith Efforts Waiver is:

Approved Disapproved Not Applicable

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

DocuSigned by:
CREO Signature: Rio Cervantes-Reed Date: 8/18/2023

Comments:

FEC59457D32E400...

Contractor Utilization Plan (CUP) MUST be submitted to CREO prior to being posted on docket for review & approval from Council.



INTER-DEPARTMENTAL COMMUNICATION

Date: August 18, 2023
To: Chairperson Kevin O’Neill, Transportation, Infrastructure & Operations Committee
From: Edwina Jones, Acting Director, Civil Rights & Equal Opportunity
Subject: Docket Summary #EV3052-2

CONTRACTOR: Vazquez Commercial Contracting

Address: 3303 Gillham Road
Kansas City, MO 64109
Contract #: EV3052
Contract Amount: \$300,000
MBE Goal: 15%
WBE Goal: 15%
Total MBE Achieved: 15%
Total DBE Achieved: 15%

MBE SUBCONTRACTORS:

Name: Vazquez Commercial Contracting
Address: 3303 Gillham Road
Kansas City, MO 64109
Scope of Work: Construction Management
Dollar Amount: 10%
Ownership: Joe Vazquez
Structure: Hispanic/Latino Male Code: 16

MBE SUBCONTRACTORS:

Name: Dye Electric, LLC
Address: PO Box 25684
Overland Park KS 66225
Scope of Work: Electrical Work
Dollar Amount or Percent: 5%
Ownership: Brandon Dye
Structure: African-American Male Code: 15

WBE SUBCONTRACTORS:

Name: Eiberger Construction
Address: 17510 NW Harley-Hampton Road
Platte City, MO 64079
Scope of Work: Selective demolition or support electrical work
Dollar Amount or Percent: 5%
Ownership: Melanie Eiberger
Structure: Caucasian Female Code: 27

WBE SUBCONTRACTORS:

Name: Regents Flooring, LLC
Address: 9555 Alden St.
Lenexa KS 66215
Scope of Work: Flooring repairs in support of electrical work
Dollar Amount or Percent: 5%
Ownership: Julie Farrell
Structure: Caucasian Female Code: 27

WBE SUBCONTRACTORS:

Name: Dayspring Electric, Inc.
Address: 21170 Stayyard Rd.
Tonganoxie KS 66086
Scope of Work: Electrical Work
Dollar Amount or Percent: 5%
Ownership: Sandy Scubelek
Structure: Caucasian Female Code: 27

NOTE: Vazquez Commercial Contracting is a Self-Performing Prime.



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240282

Submitted Department/Preparer: General Services

Revised 11/01/23

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

Executive Summary

Authorizing the Manager of Procurement Services to execute one-year indefinite delivery/indefinite quantity construction contracts (No. EV3052) that may exceed \$1,000,000.00 with Mark One Electric Co, Inc., Vazquez Commercial Contracting, LLC, and Alpha Energy and Electric, Inc. to provide electrical maintenance and repair services at various City-owned facilities; and authorizing the Manager of Procurement Services to execute contract amendments and exercise the City's five one-year renewal options without additional Council authorization;

Discussion

Project Justification.

By executing this contract with Mark one electrical, Vazquez Commercial Contracting, LLC, and Alpha Energy the city will see improved service and response for the electrical repairs across city facilities. This City-Wide Facility and Repair contract can be utilized by any department for any City-owned facility. Each department must have funds appropriated in their departmental budget to cover the cost of service. This Ordinance does not encumber or appropriate funds

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
Funding is appropriated annually by each department.
3. How does the legislation affect the current fiscal year?
Work on this project will begin in FY24. Invoices will be submitted by the contracted firm on a monthly basis

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
Funds will be encumbered in the current fiscal year and each subsequent fiscal years
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No.

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

This ordinance authorizes indefinite delivery/indefinite quantity contracts for electrical construction at citywide facilities. Funding for these construction projects will be identified and utilized as needed from existing appropriations across various funds and in various departments.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
 - Ensure adequate resources are provided for continued maintenance of existing infrastructure.

- Focus on delivery of safe connections to schools.

Prior Legislation

NA

Service Level Impacts

This project will improve the performance and infrastructure of the City’s operations.

Other Impacts

1. What will be the potential health impacts to any affected groups?
NA
2. How have those groups been engaged and involved in the development of this ordinance?
NA
3. How does this legislation contribute to a sustainable Kansas City?
Contractor shall include in their project proposals any “green, eco-friendly or sustainable” products as requested by City.
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

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

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

The General Services Department applied section .04 of the General Services Department Section of the goals manual, Facility Maintenance, repair, renovation, MBE 15% and WBE 15%.

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

Yes(Press tab after selecting)

List the three (3) lowest bidders in addition to the selected bidder.

Markone Electrical \$1,380.50 (awarded)

Vazquez Commercial Contracting \$1837.00(awarded)

Alpha Energy and Electric, Inc. \$2,327.00 (awarded)

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)

Inter-Departmental Communication

Date: August 10, 2023

To: Councilman Kevin O'Neill; Chair: Transportation, Infrastructure & Operations Committee

From: Jaime Guillen; Director; Civil Rights & Equal Opportunity Department

Subject: CUP Summary #: 240282

CONTRACTOR: Mark One Electric Co., Inc.
Address: 1414 Genessee St.
Kansas City, MO 64102
Contract # EV3052-1- City Wide IDIQ Electrical Service, Maintenance & Repair
Contract Amount: \$1,000,000.00
MBE Goal 15%
WBE Goal: 15%
Total MBE Achieved: 15%
Total WBE Achieved: 15%

MBE SUBCONTRACTORS:
Name: Alpha Energy & Electric, Inc.
Address: 1100 E. 34th St.
Kansas City, MO 64109
Scope of Work: Electrical
Percentage of Contract: 3%
Ownership: Nwabuonwu, Ike
Structure: African-American Male Code: 15

MBE SUBCONTRACTORS:
Name: Dye Electric, LLC
Address: 1601 E. 18th St., Suite 170
Kansas City, MO 64108
Scope of Work: Electrical
Percentage of Contract: 3%
Ownership: Dye, Brandon
Structure: African-American Male Code: 15

MBE SUBCONTRACTORS:

Name: Whatever it Takes Electrical Contractors, LLC
Address: 9709 E. 56th St.
Raytown, MO 64133
Scope of Work: Electrical
Percentage of Contract: 3%
Ownership: Rolls, John
Structure: African-American Male Code: 15

MBE SUBCONTRACTORS:

Name: AJ Smith Enterprise, Inc. dba Watts Up Lighting
Address: 9320 Johnson Dr.
Merriam, KS 66203
Scope of Work: Electrical Materials Supplier
Percentage of Contract: 6%*
Ownership: Smith, Andre
Structure: African-American Male Code: 15

WBE SUBCONTRACTORS:

Name: Gil's Sales Co., inc. dba GSC Lighting & Supply
Address: 16506 Cornerstone Dr.
Belton, MO 64012
Scope of Work: Electrical Materials Supplier
Percentage of Contract: 6%*
Ownership: Pena-Roberts, Anna
Structure: Hispanic-American Female Code: 24

WBE SUBCONTRACTORS:

Name: Hartline Construction, LLC
Address: 751 E. 63rd St., Suite 107
Kansas City, MO 64110
Scope of Work: Construction Management
Percentage of Contract: 9%
Ownership: Hart, Jennifer
Structure: Caucasian Female Code: 27

Comments:

*Note: Suppliers are credited at 60% of materials' cost.

Inter-Departmental Communication

Date: August 18, 2023

To: Councilman Kevin O'Neill; Chair: Transportation, Infrastructure & Operations Committee

From: Jaime Guillen; Director; Civil Rights & Equal Opportunity Department

Subject: CUP Summary #: 240282

CONTRACTOR: Vazquez Commercial Contracting, LLC
 Address: 3333 Gillham Rd.
 Kansas City, MO 64109
 Contract #: EV3052-2- City Wide IDIQ Electrical Service, Maintenance & Repair
 Contract Amount: \$1,000,000.00
 MBE Goal: 15%
 WBE Goal: 15%
 Total MBE Achieved: 15%
 Total WBE Achieved: 15%

MBE SUBCONTRACTORS:
 Name: Vazquez Commercial Contracting, LLC
 Address: 3333 Gillham Rd.
 Kansas City, MO 64109
 Scope of Work: Construction Management
 Percentage of Contract: 10%
 Ownership: Vazquez, Joe
 Structure: Hispanic-American Male Code: 16

MBE SUBCONTRACTORS:
 Name: Dye Electric, LLC
 Address: 1601 E. 18th St., Suite 170
 Kansas City, MO 64108
 Scope of Work: Electrical
 Percentage of Contract: 5%
 Ownership: Dye, Brandon
 Structure: African-American Male Code: 15

WBE SUBCONTRACTORS:

Name: Eiberger Construction
Address: 17510 NW Farley-Hampton Rd.
Platte City, MO 64079
Scope of Work: Selective Demolition
Percentage of Contract: 5%
Ownership: Eiberger, Melanie
Structure: Caucasian Female Code: 27

WBE SUBCONTRACTORS:

Name: Regents Flooring, LLC dba DB Flooring
Address: 9555 Alden St.
Lenexa, KS 66215
Scope of Work: Flooring Repairs
Percentage of Contract: 5%
Ownership: Farrell, Julie
Structure: Caucasian Female Code: 27

WBE SUBCONTRACTORS:

Name: Dayspring Electric, Inc.
Address: 21170 Stayyard Rd.
Tonganoxie, KS 66086
Scope of Work: Electrical
Percentage of Contract: 5%
Ownership: Scubelek, Sandy
Structure: Caucasian Female Code: 27

Comments:

Inter-Departmental Communication

Date: January 20, 2024

To: Councilman Kevin O'Neill; Chair: Transportation, Infrastructure & Operations Committee

From: Jaime Guillen; Director; Civil Rights & Equal Opportunity Department

Subject: CUP Summary #: 240282

CONTRACTOR: Alpha Energy & Electric, Inc.
Address: 1100 E. 34th St.
Kansas City, MO 64109
Contract # EV3052-3- City Wide IDIQ Electrical Service, Maintenance & Repair
Contract Amount: \$1,000,000.00
MBE Goal: 15%
WBE Goal: 15%
Total MBE Achieved: 85%
Total WBE Achieved: 15%

MBE SUBCONTRACTORS:

Name: Alpha Energy & Electric, Inc.
Address: 1100 E. 34th St.
Kansas City, MO 64109
Scope of Work: Electrical
Percentage of Contract:: 85%
Ownership: Nwabuonwu, Ike
Structure: African-American Male Code: 15

WBE SUBCONTRACTORS:

Name: Hartline Construction, LLC
Address: 751 E. 63rd St., Suite 107
Kansas City, MO 64110
Scope of Work: Carpentry / Drywall / Painting / Construction
Cleaning / Selective Interior Demolition
Percentage of Contract: 15%
Ownership: Hart, Jennifer
Structure: Caucasian Female Code: 27

Comments:



File #: 240283

ORDINANCE NO. 240283

Sponsor: Director of General Services Department

Authorizing the Manager of Procurements Services to execute a one-year indefinite delivery/indefinite quantity construction contract (No. EV3040) that may exceed \$1,000,000.00 with Gunter Construction Company, to provide various repairs including but not limited to sidewalks, curbs, and installation of traffic calming devices; authorizing the Manager of Procurement Services, amend and extend the contracts; and recognizing this ordinance to have an accelerated effective date.

WHEREAS, pursuant to Code of Ordinances Section 3-41(a)(2), the Manager of Procurement Services is authorized to enter into indefinite delivery/indefinite quantity construction contracts service contracts in which the term does not exceed six one-year terms and consideration does not exceed \$1,000,000.00; and

WHEREAS the proposed contract with Gunter Construction, Company to provide various repairs including but not limited to sidewalks, curbs, and installation of traffic calming devices may exceed \$1,000,000.00; and

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

BE IT ORDAIND BY THE COUNCIL OF KANSAS CITY

Section 1. That the Manager of Procurement Services is hereby authorized to execute a one-year indefinite delivery/indefinite quantity construction contract (No. EV3040) that may exceed \$1,000,000.00 with Gunter Construction, Company to provide various repairs including but not limited to sidewalks, curbs, and installation of traffic calming devices.

Section 2. That the Manager of Procurement Services is authorized to execute contract amendments and exercise the City’s five one-year renewal options without additional Council authorization.

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

..end

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City’s Director of Finance certifying there is a balance, otherwise unencumbered, in the treasure, to the

credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

Tammy L. Queen
Director of Finance

Approved as to form:

Dustin E. Johnson
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240283

Submitted Department/Preparer: General Services

Revised 11/01/23

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

Executive Summary

Authorizing the Manager of Procurements Services to execute a one-year indefinite delivery/indefinite quantity construction contract (No. EV3040) that may exceed \$1,000,000.00 with Gunter Construction, the company is to provide various repairs including but not limited to sidewalks, curbs, and installation of traffic calming devices; authorizing the Manager of Procurement Services to exercise the City's five one-year renewal options, amend and extend the contracts; and recognizing this ordinance to have an accelerated effective date.

Discussion

Project Justification: In 2023 alone we had 61 fatalities and 305 serious injury crashes on our City streets. This does not include highways. This contract will provide sidewalks, curbs, and installation of traffic calming devices.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
Street Maintenance Fund:
Citywide Vision Zero: 24-2060-897080-B

Capital Improvements Fund
PIAC Small Projects, various: 24-3090-898501-B
Holmes & Charlotte Bikeways: 24-3090-898401-B
St. John Ave Traffic Calming: 24-3090-898409-B
Northeast High/Middle + Westside Neighborhood Traffic Calming:
24-3090-898401-B
3. How does the legislation affect the current fiscal year?
N/A
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

No

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

No

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

As this is an indefinite delivery/indefinite quantity contract, various account strings may be utilized as they are applicable to the type of project being funded. The Public Works Department will utilize these existing appropriations to fund projects as services are rendered. The Street Maintenance Fund does not have a structural imbalance.

According to Second Quarter Estimates, fund balance is increasing \$3.0 million from \$13.0 million to \$16.0 million. The Capital Improvements Fund does have a structural imbalance according to Second Quarter Estimates, fund balance is declining \$10.6 million from \$145.1 million to \$134.5 million.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
- Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
 - Ensure adequate resources are provided for continued maintenance of existing infrastructure.

- Focus on delivery of safe connections to schools.

Prior Legislation

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

Service Level Impacts

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

Other Impacts

1. What will be the potential health impacts to any affected groups?
Provide safe walking, biking, transit access improving safety, supporting active transportation, improving quality of life. Add traffic calming, improving safety for people traveling by automobile.
2. How have those groups been engaged and involved in the development of this ordinance?
Many projects, such as PIAC projects, are driven by community request. Others are part of programs, such as Complete Streets, Vision Zero, and Personal Mobility Lanes, that have their own engagement processes.
3. How does this legislation contribute to a sustainable Kansas City?
Long term improvements to active transportation infrastructure make those modes, which produce no carbon emissions, safer and more desirable.
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

Yes - I have submitted documents for CREO Review (Press tab after selecting)

Please attach or copy and paste CREO's review.

CREO approved the CUP for EV3040 at 15% MBE and 16% WBE.

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

Yes(Press tab after selecting)

List the three (3) lowest bidders in addition to the selected bidder.

Gunter Construction-\$87,220.00 (awarded)

Sarai Construction- \$88,458.75

MegaKC Corporation- \$174,865.00

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

No(Press tab after selecting)

Contractor Utilization Plan Approval Form

Prepared by: Cory Burress

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

Date: 1/22/24

Contract/Project Number: EV3040	Project Name: IDIQ for Traffic Safety Improvements
Developer/Prime: Gunter Construction	Contact Name: Christina Gunter
Address: 520 Division Street, Kansas City, KS 66103	Email: Christina@gunterkc.com

Full Contract Value: \$ 1,000,000.00

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: ____%
MBE: <u>15</u> %	MBE: <u>15</u> %
WBE: <u>15</u> %	WBE: <u>16</u> %
Non-certified firms: ____%	Non-certified firms: ____%

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

Project Manager: Bobby Evans

Email: bobby.evans@kcmo.org

Additional Information:

The estimated bid amount is \$87,220.00 but this contract will exceed \$1,000,000 annually. The bid amount is an hourly rate and materials unit price sheet added up.

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

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

The Contractor Utilization Plan is:

Approved Disapproved

15 % MBE 16 % WBE _____ % DBE

The Request for Good Faith Efforts Waiver is:

Approved Disapproved Not Applicable

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

CREO Signature: _____

Gabriel Kuer

Date: 1/26/2024

Comments:



Inter-Departmental Communication

Date: March 19, 2024. 2024

To: Councilman Kevin O'Neill; Chair: Transportation, Infrastructure & Operations Committee

From: Jaime Guillen; Director; Civil Rights & Equal Opportunity Department

Subject: CUP Summary #: 240283

CONTRACTOR: Gunter Construction Co.
Address: 520 Division St.
Kansas City, KS 66103
Contract #: EV3040 – City Wide IDIQ Traffic Safety Improvements
Contract Amount: \$1,000,000.00*
MBE Goal: 15%
WBE Goal: 15%
Total MBE Achieved: 15%
Total WBE Achieved: 16%

MBE SUBCONTRACTORS:
Name: Tenoch Construction, Inc.
Address: 912 Scott Ave,
Kansas City, KS 66105
Scope of Work: Concrete / ADA Ramps / Curbs / Crosswalks
Percentage of Contract: 13.5%
Ownership: Segura-Ulrich, Sonya
Structure: Hispanic-American Female Code: 20

MBE SUBCONTRACTORS:
Name: Smart Traffic Co., LLC
Address: 1350 Woodswether Rd.
Kansas City, MO 64105
Scope of Work: Traffic Control / Pavement Marking / Signage
Percentage of Contract: 3.5%
Ownership: Bernal, Daniel
Structure: Hispanic-American Male Code: 16

WBE SUBCONTRACTORS:

Name:	Gunter Construction Co.	
Address:	520 Division St.	
	Kansas City, KS 66103	
Scope of Work:	Concrete / Sidewalks / Curbs	
Percentage of Contract:	16%	
Ownership:	Gunter, Christina	
Structure:	Caucasian Female	Code: 27

Comments:

Gunter Construction is a certified WBE and is participating on the contract as a self-performing prime contractor for WBE credit on the project.

*Note: The contract amount was originally listed as \$87,000, but the contract amount may exceed \$1,000,000 annually.

Inter-Departmental Communication

Date: March 19, 2024. 2024

To: Councilman Kevin O'Neill; Chair: Transportation, Infrastructure & Operations Committee

From: Jaime Guillen; Director; Civil Rights & Equal Opportunity Department

Subject: CUP Summary #: 240283

CONTRACTOR: Gunter Construction Co.
Address: 520 Division St.
Kansas City, KS 66103
Contract # EV3040 – City Wide IDIQ Traffic Safety Improvements
Contract Amount: \$1,000,000.00*
MBE Goal 15%
WBE Goal: 15%
Total MBE Achieved: 15%
Total WBE Achieved: 16%

MBE SUBCONTRACTORS:
Name: Tenoch Construction, Inc.
Address: 912 Scott Ave,
Kansas City, KS 66105
Scope of Work: Concrete / ADA Ramps / Curbs / Crosswalks
Percentage of Contract: 13.5%
Ownership: Segura-Ulrich, Sonya
Structure: Hispanic-American Female Code: 20

MBE SUBCONTRACTORS:
Name: Smart Traffic Co., LLC
Address: 1350 Woodswether Rd.
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Scope of Work: Traffic Control / Pavement Marking / Signage
Percentage of Contract: 3.5%
Ownership: Bernal, Daniel
Structure: Hispanic-American Male Code: 16

WBE SUBCONTRACTORS:

Name:	Gunter Construction Co.	
Address:	520 Division St.	
	Kansas City, KS 66103	
Scope of Work:	Concrete / Sidewalks / Curbs	
Percentage of Contract:	16%	
Ownership:	Gunter, Christina	
Structure:	Caucasian Female	Code: 27

Comments:

Gunter Construction is a certified WBE and is participating on the contract as a self-performing prime contractor for WBE credit on the project.

*Note: The contract amount was originally listed as \$87,000, but the contract amount may exceed \$1,000,000 annually.



File #: 240293

RESOLUTION NO. 240293

Sponsor: Councilmember Melissa Robinson

RESOLUTION - Directing the City Manager to develop a plan to provide adequate transportation and other job access support to KCI for neighborhoods experiencing high poverty rates; to include strategies for funding that meet FAA requirements; evaluate for consistency with other legal requirements; and report the plan back to Council within 180 days.

WHEREAS, the City, owns, operates and maintains the Kansas City International Airport, including the new single terminal (“Airport” or “KCI”); and

WHEREAS, the City, as the Airport’s “sponsor,” is subject to various federal laws and regulations, as well as grant covenants associated with acceptance of federal financial assistance under the Airport Improvement Program, including a prohibition against revenue diversion; and

WHEREAS, the Aviation Department provides numerous opportunities for employment in a variety of fields; and

WHEREAS, the Aviation Department currently has a position vacancy rate of 23.4% which reflects the nationwide shortage of skilled and available workers to perform work necessary for the operation and maintenance of the Airport; and

WHEREAS, facilitating transportation between neighborhoods experiencing a high rate of poverty and the Airport will improve opportunities for residents to obtain employment with the Aviation Department and reduce the Aviation Department’s position vacancy rate; and

WHEREAS, facilitating transportation between neighborhoods experiencing a high rate of poverty and the Airport will directly relate to and benefit the Airport by enhancing opportunities for residents to work at KCI, increasing the pool of potential job applicants, minimizing labor shortages, and removing barriers from disadvantaged communities to participating in the employment opportunities with the Aviation Department; and

WHEREAS, these benefits can be accomplished while taking into consideration the City’s obligations as the Airport’s sponsor through a sound funding plan and working cooperatively with the FAA to ensure the City’s compliance with FAA requirements; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby directed to develop a plan to provide adequate transportation and other job access support to the Airport for neighborhoods experiencing high poverty rates. The plan shall include strategies for funding that are consistent with the City's obligations as the Airport's sponsor. Any such plan shall be evaluated for compliance with federal, state and local laws and regulations.

Section 2. That the City Manager is hereby directed to present the plan to Council and identify funding within 180 days of the passage of this Resolution.

..end

NO DOCKET MEMO

RESOLUTION 240293



File #: 240255

ORDINANCE NO. 240255

Sponsor: Director of Public Works Department

Authorizing the Director of Public Works to execute a design professional services agreement with Burns & McDonnell Engineering Company, Inc. in the amount of \$1,119,192.62 for consulting services for the Safe Roads and Streets for All planning and policy project.

WHEREAS, on October 5, 2022, Ordinance 230841 estimated and appropriated revenues for a Safe Roads and Streets for All grant with the Federal Highway Association (FHWA); and

WHEREAS, on May 26, 2023, the Director of Public Works entered into a Safe Roads and Streets for All agreement, with FHWA, wherein FHWA will contribute \$880,000.00 in grant funds to assist in the project; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works (Director) is authorized to execute a contract with Burns & McDonnell Engineering Company Inc. for the consulting services for Project No 89008958 – Citywide Safe Roads and Streets for All - Planning Study in the amount of \$1,119,192.62 from funds previously appropriated to the following accounts:

24-3091-895117-B-89008958	Citywide SS4A Planning Study	\$ 880,000.00
24-3090-897086-B-89008958	Citywide SS4A Planning Study	150,000.00
24-2080-897701-B-89008958	Citywide SS4A Planning Study	<u>89,192.62</u>
	TOTAL	\$1,119,192.62

A copy of the contract is on file in the office of the Director.

Section 2. That the Director is designated the requisitioning authority for account numbers 24-3091-895117, 24-3090-897086 and 24-2080-897701.

Section 3. That the Civil Rights and Equal Opportunity Department, to assure fair representation by socially and economically disadvantaged groups, approved for this project, a fourteen (14%) percent goal for minority owned businesses and a fourteen (14%) percent goal for women’s business enterprises.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Dustin E. Johnson
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240255

Submitted Department/Preparer: Public Works

Revised 11/01/23

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

Executive Summary

Authorizing the Director of Public Works to execute a consulting services agreement with Burns and McDonnell in the amount of \$1,119,192.62 for the Safe Roads and Streets for All planning project.

Discussion

The City's Major Street Plan is from 2011 and the City's Traffic Engineering and Operations Manual does not have been updated since adopting Vision Zero in 2018. This ordinance would allow the Director of Public Works to enter into an agreement with Burns & McDonnell Engineering Company Inc. for the Safe Roads and Streets for All planning project. This uses funds from a Federal Highway Association grant in the amount of \$880,000. This project will have 3 main components: a) Create a Streets Design Guide and update the Major Street Plan, b) Perform a comprehensive speed limit review, c) Update the Traffic Engineering and Operations Manual with a Vision Zero focus.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
The funds were already appropriated in Ordinance 230841.
3. How does the legislation affect the current fiscal year?
The funds are already appropriated.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
No
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No

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

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
 - Ensure adequate resources are provided for continued maintenance of existing infrastructure.
 - Focus on delivery of safe connections to schools.

Prior Legislation

Resolution 220660 adopted the Vision Zero Action Plan and supported the City applying for this grant. It noted the City's support of providing a 20% match and identifying funds to move the action plan forward. The Complete Streets Ordinance 170949 calls on the City to create a safe and connected multimodal network for the safety and health of all users. Vision Zero Ordinance 200019 calls on the City to reduce and eliminate traffic deaths. Ordinance 230613 passed a Pedestrian, Cyclist, and Vehicular safety plan which solidifies the City's intent to make our roads safer. Ordinance 230841 estimated revenues and appropriated funds to be used on this project.

Service Level Impacts

This would help City Planning and Development, Parks Department, and Public Works to be more efficient and clear in what we are looking for regarding safe roads and streets. This would create a comprehensive complete streets design guide for both internal staff and external clients to rely on. This will help the City to be more clear in it's traffic engineering and operations process.

Other Impacts

1. What will be the potential health impacts to any affected groups?
This would impact the health of all residents with making our streets safer and slowing speeds and incorporating a complete streets design guide
2. How have those groups been engaged and involved in the development of this ordinance?
Residents have been involved in feedback of our transportation system through the comprehensive plan. Residents will continue to be engaged throughout this project process.
3. How does this legislation contribute to a sustainable Kansas City?
This legislation helps us to design roads that lead toward less reliance on vehicles. This would help contribute toward less transportation related emissions
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Yes, this contract has been reviewed by CREO. The MBE goal was set at 14% and the WBE goal was set at 14%. These goals will be met with this project.

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

No(Press tab after selecting)

Click or tap here to enter text.

7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?

Yes(Press tab after selecting)

In an effort to prevent disclosure of confidential information, a separate communication will be provided to City Council members to reflect the top three proposers for the RFP/Q.

Inter-Departmental Communication

Date: March 15, 2024

To: Councilmember Kevin O’Neill, Chair: Transportation, Infrastructure & Operations Committee

From: Jaime Guillen; Director; Civil Rights & Equal Opportunity Department

Subject: CUP Summary #:240255

CONTRACTOR: Burns & McDonnell Engineering Co., Inc.
 Address: 9400 Ward Parkway
 N. Kansas City, MO 64114
 Contract # 89008958 – Safe Roads & Streets for All
 Contract Amount: \$1,119.192.62
 MBE Goal 14%
 WBE Goal: 14%
 Total MBE Achieved: 15%
 Total WBE Achieved: 19%

MBE SUBCONTRACTORS:
 Name: SE3, LLC
 Address: 8401 E. M-350 Highway
 Kansas City, MO 64133
 Scope of Work: Speed Study / Engineering Support
 Dollar Amount: \$170,470
 Ownership: Stewart, Vernal
 Structure: African-American Male Code 15

WBE SUBCONTRACTORS:
 Name: TREKK Design Group, LLC
 Address: 1411 E. 104th St.
 Kansas City, MO 64131
 Scope of Work: Design Guide / Engineering Support / Support Services
 Dollar Amount: \$208,670
 Ownership: Robinett, Kimberly
 Structure: Caucasian Female Code 27

Comments:

Contractor Utilization Plan Approval Form

Prepared by: Cory Burress

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

Date: 1/22/24

Contract/Project Number: EV3040	Project Name: IDIQ for Traffic Safety Improvements
Developer/Prime: Gunter Construction	Contact Name: Christina Gunter
Address: 520 Division Street, Kansas City, KS 66103	Email: Christina@gunterkc.com

Full Contract Value: \$ 1,000,000.00

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: ____%
MBE: <u>15</u> %	MBE: <u>15</u> %
WBE: <u>15</u> %	WBE: <u>16</u> %
Non-certified firms: ____%	Non-certified firms: ____%

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

Project Manager: Bobby Evans Email: bobby.evans@kcmo.org

Additional Information:
 The estimated bid amount is \$87,220.00 but this contract will exceed \$1,000,000 annually. The bid amount is an hourly rate and materials unit price sheet added up.

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

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

The Contractor Utilization Plan is:

Approved Disapproved

15 % MBE 16 % WBE _____ % DBE

The Request for Good Faith Efforts Waiver is:

Approved Disapproved Not Applicable

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

CREO Signature: Gabriel Kuer Date: 1/26/2024

Comments:



**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Contractor Utilization Plan Approval Form**

Date:
Form Prepared By:

Contract/Project Number: EV3052-2	Developer/Prime: VAZQUEZ COMMERCIAL CONTRACTING, LLC
Project Name: EV3052-2	Contact Information: Joe Vazquez <joev@vazquezcc.com> Cell: 816-547-5017 Office: 816-569-6869
Final Contract Value: IDIQ TBD	Address: 3303 Gillham Road, Kansas City, MO 64109

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contract Goals: 15%15%	Contractor Utilization Plan Achievement: 15%15%
Self-Perform: <u>11</u> %	Self-Perform: <u>0</u> %
MBE: <u>15</u> %	MBE: <u>15</u> %
WBE: <u>15</u> %	WBE: <u>15</u> %
Non-certified firms: <u> </u> %	Non-certified firms: <u> </u> %

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:
See the attached.

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

The Contractor Utilization Plan is:

Approved Disapproved

15 % MBE 15 % WBE % DBE

The Request for Good Faith Efforts Waiver is:

Approved Disapproved Not Applicable

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

DocuSigned by:
CREO Signature: Rio Cervantes-Reed Date: 8/18/2023

Comments:

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Contractor Utilization Plan (CUP) MUST be submitted to CREO prior to being posted on docket for review & approval from Council.



**Civil Rights & Equal Opportunity Department
Economic Equity & Inclusion
Contractor Utilization Plan Approval Form**

Date:
Form Prepared By:

Contract/Project Number: EV3052-1	Developer/Prime: Mark One Electric Co., Inc.
Project Name: EV3052-1	Contact Information: <small>Rosana Privitera Blondo <Rosana.priviterabiondo@markone.com> 816-842-7023</small>
Final Contract Value: IDIQ TBD	Address: 1414 Genessee Kansas City, MO 64102

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contract Goals: 15%15%	Contractor Utilization Plan Achievement: 15%15%
Self-Perform: <u> 0 </u> %	Self-Perform: <u> 0 </u> %
MBE: <u> 15 </u> %	MBE: <u> 15 </u> %
WBE: <u> 15 </u> %	WBE: <u> 15 </u> %
Non-certified firms: <u> </u> %	Non-certified firms: <u> </u> %

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:
See the attached.

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

The Contractor Utilization Plan is:

Approved Disapproved

 15 % MBE 15 % WBE % DBE

The Request for Good Faith Efforts Waiver is:

Approved Disapproved Not Applicable

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

CREO Signature: Mark Runge Date: 8/10/2023
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Comments:

Contractor Utilization Plan (CUP) MUST be submitted to CREO prior to being posted on docket for review & approval from Council.



Contractor Utilization Plan Approval Form

Prepared by: Cory Burress

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

Date: 1/18/24

Contract/Project Number: EV3052-3	Project Name: CITY-WIDE IDIQ ELECTRICAL SERVICES, MAINTENANCE AND REPAIR
Developer/Prime: Alpha Energy and Electric, Inc.	Contact Name: Gabriel Okafor
Address: 1100 East 34th Street, Kansas City, MO 64109	Email: gabriel.okafor@alphaee.com

Full Contract Value: \$ 1,000,000.00

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA N/A Other:

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

Contract Goals:	Contractor Utilization Plan Achievement:
Self-Perform: ____%	Self-Perform: ____%
MBE: <u>15</u> %	MBE: <u>85</u> %
WBE: <u>15</u> %	WBE: <u>15</u> %
Non-certified firms: ____%	Non-certified firms: ____%

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

Project Manager: Karen Wang Email: karen.wang@kcmo.org
 Additional Information:

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

The Contractor Utilization Plan is:

Approved Disapproved

85 % MBE 15 % WBE _____ % DBE

The Request for Good Faith Efforts Waiver is:

Approved Disapproved Not Applicable

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

CREO Signature: Gabriel Buer Date: 1/22/2024

Comments:



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

Date: 2/6/2024
Form Prepared By: Ashley Wise

Contract/Project Number: 1534CHARLOTTE	Project Name: 1534CHARLOTTE
Developer/Prime: NA	Contact Information: N/A
Final Contract Value: N/A	Project Manager: NA

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA Ch. 100 Other: N/A

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

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

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:
Authorizing the Director of General Services to execute a 10 year ease agreement with option to renew for 10 years with Grayson Capital, for the purpose of use of a parking lot at 1534 Charlotte, KCMO 64108. Revenue FY25 \$172,914.14.

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

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

The Document is:

Approved Disapproved

Changes Needed:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: *Gabriel Kuer* DocuSigned by: 72A9990E20E842D... Date: 2/9/2024

Comments: