414 E. 12th Street
Kansas City, MO 64106

# Kansas City

## Agenda

## Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

| | | |
|---|---|---|
| **Tuesday, August 11, 2026** | **9:30 AM** | **26th Floor, Council Chamber** |

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

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

Any closed session may be held via teleconference.

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

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

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

FIRST READINGS

**260698** Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a one (1) year lease agreement with two (2) additional options to renew for one (1) year each with Regal Health and Wellness Inc., for the purpose of an office space at the Robert J. Mohart Center, located at 3200 Wayne, Kansas City Missouri 64109; and estimating revenue in the amount of $966.64 in the General Fund.

**Attachments**: CREO-02830 - Non-Discrimination & Equal Opportunity Review Document Upload Contract NA Regal Health and Wellness LEASE
Ordinance- RHW_ AW 071426 aj
RHW DRAFT Lease new template DRAFT _071426 aj
Docket Memo TMP-7088
Admin Aprop TMP-7088

**260699** Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a five (5) year lease agreement with one (1) option to renew for an additional five (5) years with Batliner Paper Stock Company, for the purpose of the use of a paved parking area, generally located on the south side of the Missouri River Levee and east of Olive Street, identified as Jackson County Parcel ID No. 12-640-03-02-00-0-00-000, Kansas City, Missouri 64108.

**Attachments**: CREO-02829 - Non-Discrimination & Equal Opportunity Review Document Upload Contract NA Batliner lease
Batliner Lease 070826AW_071426AW
Docket Memo 02.2.2 (2) BATLINER LOT 2026
Ordinance Batliner 2026DRAFT

**260704** Sponsor: Mayor Quinton Lucas

Authorizing the City Manager to execute a lease, non-relocation agreement, development agreement, community impact partnership agreement, and funding agreement with the Kansas City Royals or an affiliated entity for design, construction, and operations of a new stadium, team offices, and supporting infrastructure (the "Project") in the Washington Square Park/Crown Center area; authorizing the execution of additional cooperative agreements in connection with the lease, non-relocation agreement, development agreement, and funding agreement; authorizing the City Manager to execute intergovernmental cooperative agreements with the State of Missouri and related entities; establishing Fund No. 3459, the Special Obligation Downtown Stadium Bond Fund; estimating and appropriating bond proceeds in the amount of $20,000,000.00 for the purpose of providing the City's contribution to the Project; providing direction to the City Manager on the funding sources for the Project and future debt service; authorizing the execution of additional agreements as necessary to comply with the directives of this ordinance; reaffirming the Council's intent to waive the contract solicitation and Article IV, Chapter 3, requirements otherwise set out in the Code of Ordinances as to the agreements authorized in this Ordinance; waiving the requirements of Section 88-586-01 through 88-586-07; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** 260704 NO DOCKET MEMO

**260705** Sponsor(s): Councilmembers Andrea Bough and Kevin O'Neill, and Mayor Quinton Lucas

Rezoning an area of about 68 acres generally located south of Pershing Road, west of Gillham Road, north of E. 27th Street, and east of Main Street from Districts UR, B4-5, and M1-5 to District UR and approving a development plan, also serving as a preliminary plat, to allow for a ballpark district. (CD-CPC-2026-00100).

**Attachments:** 260705 NO DOCKET MEMO

**260706** Sponsor: Councilmember Melissa Robinson

Authorizing the City Manager to execute an amendment to the Community Investment Agreement and Escrow Agreement with Community Builders of Kansas City, a Missouri Nonprofit Corporation, to provide for a one-time release of $525,000.00 to pay the cost of City infrastructure supportive of the Overlook Tax Increment Financing Redevelopment Area and the Offices at Overlook Planned Industrial Expansion Authority General Development Plan Area.

**Attachments:** 260706 NO DOCKET MEMO

**260707** Sponsor: Councilmember Melissa Robinson

Authorizing the City Manager to execute Amendment No. 2 to the 2026-2027 Transit Services Agreement with the Kansas City Area Transportation Authority to increase the contract in the amount of $11,000,000.00 to maintain transit service levels, for a total contract amount not to exceed $97,278,976.00; appropriating $11,000,000.00 from the Unappropriated Fund Balance of the _______ Fund; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** 260707 NO DOCKET MEMO

HELD IN COMMITTEE

**260617** Sponsor: Councilmember Nathan Willett

RESOLUTION - Directing the City Manager to collaborate with area school districts, nonprofit organizations, educational institutions, philanthropic partners, and private sector employers to evaluate the feasibility of reestablishing the Exchange City educational program for Kansas City-area students and to report recommendations to the City Council.

**Attachments:** Docket Memo - 260617 - City Manager's Office

**260663** Sponsor: Mayor Quinton Lucas

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

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

**260664** Sponsor: Mayor Quinton Lucas

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

**Attachments:** 11f050f1-0a4d-4a86-8f1c-a9e6d49c8abb
69230c8d-ff87-402d-8993-51e648bcc72a
Docket Memo - 260664 - City Manager's Office

**260665** Sponsor: Mayor Quinton Lucas

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

**Attachments:** 260665 Docket Memo

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

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

**Attachments:** 260688 Docket Memo

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

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

**Attachments:** 260689 - City Manager's Office
260689 Docket Memo

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

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

**Attachments:** 260690 - City Manager's Office

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

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

**Attachments:** 260691 - City Manager's Office

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

An ordinance enacting the small business program.

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

ADDITIONAL BUSINESS

1. There may be a general discussion of current Finance, Governance, and Public Safety Committee issues.

2. Closed Session

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

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

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

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

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

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

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

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

public.testimony@kcmo.org.

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

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

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

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

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

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

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

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

Adjournment

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260698

ORDINANCE NO. 260698

Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a one (1) year lease agreement with two (2) additional options to renew for one (1) year each with Regal Health and Wellness Inc., for the purpose of an office space at the Robert J. Mohart Center, located at 3200 Wayne, Kansas City Missouri 64109; and estimating revenue in the amount of $966.64 in the General Fund.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the General Services Department is authorized to execute a one (1) year lease agreement with two (2) additional options to renew for one (1) year each with Regal Health and Wellness Inc., for the purpose of an office space at the Robert J. Mohart Center, located at 3200 Wayne, Kansas City Missouri 64109, attached hereto in substantial form.

Section 2. That the revenue in the following account of the General Fund is hereby estimated in the following amount pursuant to Regal Health and Wellness Inc. lease agreement:

| | | |
|---|---|---|
| 27-1000-071600-457500 | Space Rental Charges | $996.64 |

..end

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

Brenton Siverly
Director of Finance

Approved as to form:

Abigail Judah

Associate City Attorney

# CREO Document Submittal for Non e-Builder Projects: #2830

Subject: Non-Discrimination & Equal Opportunity Review Document Upload | Contract NA | Regal Health and Wellness LEASE
Creator: Wise, Ashley
Date Created: 07.14.2026 02:50PM
Process Date Due:
Open: Yes

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

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**Comments**

**Comment** **By:** Christina Brown, CITY OF KANSAS CITY
7/15/2026 2:53:49 PM

A document was attached

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

**Date:** 7/14/26
**Form Prepared By:** Ashley Wise

| | |
|---|---|
| Contract/Project Number: NA | Project Name: Regal Health and Wellness Inc LEASE |
| Developer/Prime: NA | Contact Information: ashley.wise@kcmo.org |
| Final Contract Value: $$1494.96 | Project Manager: Ashley Wise |

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

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

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

Contract Type:

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

Additional Information:

Authorizing the Director of General Services to execute a 3 year lease agreement with Regal Health and Wellness Inc., a non profit, located at Mohart Center. This is a new lease agreement.

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

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

**The Document is:**

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

Changes Needed:

**Federal Provisions Included:**

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

CREO Signature: Signed by: Jason Curry 03B360DFEC59458... Date: 7/21/2026

**Comments:**

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

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

**1. PREMISES.** Lesser hereby grants to said Lessee the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises: Rooms #~~122, 123, 124, 124A, 124B~~224 and 225; approximately ~~1,004.03~~426.41 square feet at the Robert J. Mohart Multi-Purpose Center, **3200 Wayne Avenue, Kansas City Missouri, 64109** ("**Premises**").

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

**3. RENT.** During the Term, Lessee shall, pursuant to the Lease, pay a monthly rent of ~~Seven Hundred Thirty Three~~**One Hundred and Twenty Four Dollars and** ~~Thirty Six~~**Fifty Eight cents ($**~~733.36~~**124.58) per month**.

The total rent due for the initial twelve (12) month Lease is ~~Eight~~ **One Thousand** ~~Eight~~ **Four Hundred Ninety Four Dollars and** ~~Thirty Two~~**Ninety Six Cents ($**~~8,800.32~~**1,494.96)**, and Lessee is responsible for all rent payments through the end of the Term. Future rental amounts due are outlined on the rent schedule attached hereto and incorporated herein as **Exhibit A.**[1]

Tenant is receiving a 8~~5~~0% rent subsidy as calculated in Exhibit A as attached hereto and incorporated herein~~; per approval of Director of General Services as of 6/23/26~~.

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

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

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

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

**4. SECURITY DEPOSIT.** Upon the execution of this Lease, Lessee shall pay to City **$124.58~~0~~.00** as security for the payment of rent and full and faithful performance by Lessee of its obligations under this Lease (the "**Security Deposit**"). In the event of any default, the Security Deposit shall be retained by Lessor and may be applied toward any damages incurred by Lessor as a result of such default. The Security Deposit shall not be construed as liquidated damages. Upon yielding possession of the Premises in good repair and condition, reasonable wear and tear excepted, and provided no default has occurred, Lessor will promptly return the Security Deposit without interest to Lessee.

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

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

**6. USE OF PREMISES; ACCESS; PARKING**. The Premises shall be used for the purpose of office space and location for a non-profit organization which supports ~~families of victims of homicide~~Women's Empowerment Outreach Network and no other use unless specifically authorized by the Lessor through its Director of General Services. Lessee agrees to notify the City's Director of General Services regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section. Lessee is further authorized to use the following common areas of the Robert J. Mohart Multi-Purpose Center ("**Mohart Building**") under this Lease: bathrooms, hallways, sidewalks, and parking lot, subject to parking use restrictions as determined by the City (the "**Common Areas**"). Lessee is authorized to use the Premises and Common Areas during the hours between 7:30 am through 11:00 pm ("**Building Hours**"). Lessee shall submit an advance written request to the City to access to the multi-purpose room, board room, Ruth Ann Harper Room, kitchen, or auditorium, which may be available subject to a first come, first serve basis and subject to programming and reservation fees determined at the time of reservation. Lessee shall have access to a maximum of ____ parking spaces in the Mohart Building parking lot during Building Hours, and shall require all cars to display a parking pass as provided by Lessor. Unless otherwise authorized in writing, parking in the Mohart Building parking lot outside of Building Hours is strictly prohibited. To maintain security at the Mohart Building, Lessor will issue personalized badges for Lessor's employees and agents as of the Effective Date. Lessor will provide ___ badges for access to the Mohart Building. Lessee may request additional badges subject to a $15.00 fee, which may increase from time to time depending on Lessor's costs, and must be requested in writing with all necessary personal information for such badge at least three (3) business days in advance. Lessee shall provide Lessor with at least twenty-four (24) hours' notice if Lessee seeks to remove security access from any individual. **While Lessor uses its best efforts to keep the Mohart building secure to tenants and their guests, Lessee uses the Premises and stores any personal property in the same at its own risk and expense and Lessor does not provide keys to individual offices or classrooms. Lessee may, however, secure the Premises with locks upon written authorization from Lessor, and shall provide Lessor with access by key, code, or other manner to access the Premises consistent with the Lease.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**~~Rosilyn Temple~~Dr. Juanita Singleton**

**Executive Director**

**~~KC Mothers In Charge~~Regal Health and Wellness, Inc.**

**3200 Wayne Ave**

**Kansas City, MO 64109**

~~rosilyn.temple@kcmothersincharge.org~~docsingle1@yahoo.com

**816-~~606-8118~~299-1442**

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

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

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

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

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

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

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

**THIS CONTRACT CONTAINS INDEMNITY PROVISIONS.**

**LESSEE:**

**BY:** ___________________________________________
**Print Name:**
**Title:**

**Date:** ____________________________________

**LESSOR:**

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

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

**DATE:** __________________________________

APPROVED AS TO FORM

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

**EXHIBIT A**

**RENT SCHEDULE**

| MONTH | RENT AMOUNT |
|---|---|
| **INITIAL TERM** ~~**Aug 1, 2026- July 31, 2027**~~ | |
| MONTH 1 | ~~$733.36.~~$124.58 |
| MONTH 2 | $124.58~~$733.36.~~ |
| MONTH 3 | $124.58~~$733.36.~~ |
| MONTH 4 | $124.58~~$733.36.~~ |
| MONTH 5 | $124.58~~$733.36.~~ |
| MONTH 6 | $124.58~~$733.36.~~ |
| MONTH 7 | $124.58~~$733.36.~~ |
| MONTH 8 | $124.58~~$733.36.~~ |
| MONTH 9 | $124.58~~$733.36.~~ |
| MONTH 10 | $124.58~~$733.36.~~ |
| MONTH 11 | $124.58~~$733.36.~~ |
| MONTH 12 | $124.58~~$733.36.~~ |
| **FIRST RENEWAL TERM:** ~~**Aug 1, 2027- July 31, 2028**~~ | |
| MONTH 13 | $124.58~~$733.36.~~ |
| MONTH 14~~2~~ | $124.58~~$733.36.~~ |
| MONTH 15~~3~~ | $124.58~~$733.36.~~ |
| MONTH 16~~4~~ | $124.58~~$733.36.~~ |
| MONTH 17~~5~~ | $124.58~~$733.36.~~ |
| MONTH 18~~6~~ | $124.58~~$733.36.~~ |
| MONTH 19~~7~~ | $124.58~~$733.36.~~ |

| | |
|---|---|
| MONTH 20~~8~~ | $124.58~~$733.36.~~ |
| MONTH 21~~9~~ | $124.58~~$733.36.~~ |
| MONTH 22~~10~~ | $124.58~~$733.36.~~ |
| MONTH 23~~11~~ | $124.58~~$733.36.~~ |
| MONTH 24~~12~~ | $124.58~~$733.36.~~ |
| **SECOND RENEWAL TERM: ~~Aug 1, 2027- July 30, 2028~~** | |
| MONTH 25~~1~~ | $124.58~~$733.36.~~ |
| MONTH 26 | $124.58~~$733.36.~~ |
| MONTH 27~~3~~ | $124.58~~$733.36.~~ |
| MONTH 28~~4~~ | $124.58~~$733.36.~~ |
| MONTH 29~~5~~ | $124.58~~$733.36.~~ |
| MONTH 30~~6~~ | $124.58~~$733.36.~~ |
| MONTH 31~~7~~ | $124.58~~$733.36.~~ |
| MONTH 32~~8~~ | $124.58~~$733.36.~~ |
| MONTH 33~~9~~ | $124.58~~$733.36.~~ |
| MONTH 34~~10~~ | $124.58~~$733.36.~~ |
| MONTH 35~~11~~ | $124.58~~$733.36.~~ |
| MONTH 36~~12~~ | $124.58~~$733.36.~~ |

**Exhibit B**

**Addendum**

**City Required Terms and Conditions**

1. Records and Audit Requirements.

a. For the purposes of this Section:

1) The "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City

department administering this Agreement and their delegates and agents.

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

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

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

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

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

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

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

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

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

subcontract is executed.

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

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

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

5. Anti-Discrimination Against Israel. If this Agreement exceeds $100,000.00 and Contractor employs at least ten (10) employees, pursuant to Section 34.600, RSMo., by executing this Agreement, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed $50,000.00, as set forth herein.

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

38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

7. Ban the Box in Hiring and Promotion.

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

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

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

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

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

ORDINANCE NO. 260698

Sponsor: Director of General Services
…title
Authorizing the Director of General Services to execute a one (1) year lease agreement with two (2) additional options to renew for one (1) year each with Regal Health and Wellness Inc., for the purpose of an office space at the Robert J. Mohart Center, located at 3200 Wayne, Kansas City Missouri, 64109.
…body

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the General Services Department is authorized to execute a one (1) year lease agreement with two (2) additional options to renew for one (1) year each with Regal Health and Wellness Inc., for the purpose of an office space at the Robert J. Mohart Center, located at 3200 Wayne, Kansas City Missouri, 64109, attached hereto in substantial form.

Section 2. That the revenue in the following account of the General Fund is hereby estimated in the following amount pursuant to Regal Health and Wellness Inc. lease agreement:

| | | |
|---|---|---|
| 27-1000-071600-457500 | Space Rental Charges | $996.64 |

…end

_______________________________________________

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

_____________________________
Brenton Siverly
Director of Finance

Approved as to form:

_____________________________
Abigail Judah
Associate City Attorney

**260698**
**LEASE AGREEMENT**
**[3200 WAYNE AVENUE]**
**Robert J. Mohart Multi-Purpose Center**

**THIS LEASE** (the "**Lease**") is made on this______day of__________by and between the **City of Kansas City,** a Missouri constitutionally chartered municipal corporation (hereinafter called the "**Lessor**" or "**City**"), and **Regal Health and Wellness Inc.,** a Missouri nonprofit corporation (hereinafter called "**Lessee**") (Collectively, the Lessor and the Lessee may be referred to herein as the "**Parties**"). The Parties hereby agree as follows:

**1. PREMISES.** Lesser hereby grants to said Lessee the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises: Rooms **#224 and 225**; approximately **426.41** square feet at the Robert J. Mohart Multi-Purpose Center, **3200 Wayne Avenue, Kansas City Missouri, 64109** ("**Premises**").

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

**3. RENT.** During the Term, Lessee shall, pursuant to the Lease, pay a monthly rent of **One Hundred and Twenty Four Dollars and Fifty Eight cents ($124.58) per month**.

The total rent due for the initial twelve (12) month Lease is **One Thousand Four Hundred Ninety Four Dollars and Ninety Six Cents ($1,494.96)**, and Lessee is responsible for all rent payments through the end of the Term. Future rental amounts due are outlined on the rent schedule attached hereto and incorporated herein as **Exhibit A.**[1]

Tenant is receiving a 80% rent subsidy as calculated in Exhibit A as attached hereto and incorporated herein;.

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

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

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

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

**4. SECURITY DEPOSIT.** Upon the execution of this Lease, Lessee shall pay to City **$124.58** as security for the payment of rent and full and faithful performance by Lessee of its obligations under this Lease (the "**Security Deposit**"). In the event of any default, the Security Deposit shall be retained by Lessor and may be applied toward any damages incurred by Lessor as a result of such default. The Security Deposit shall not be construed as liquidated damages. Upon yielding possession of the Premises in good repair and condition, reasonable wear and tear excepted, and provided no default has occurred, Lessor will promptly return the Security Deposit without interest to Lessee.

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

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

**6. USE OF PREMISES; ACCESS; PARKING**. The Premises shall be used for the purpose of office space and location for a non-profit organization which supports Women's Empowerment Outreach Network and no other use unless specifically authorized by the Lessor through its Director of General Services. Lessee agrees to notify the City's Director of General Services regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section. Lessee is further authorized to use the following common areas of the Robert J. Mohart Multi-Purpose Center ("**Mohart Building**") under this Lease: bathrooms, hallways, sidewalks, and parking lot, subject to parking use restrictions as determined by the City (the "**Common Areas**"). Lessee is authorized to use the Premises and Common Areas during the hours between 7:30 am through 11:00 pm ("**Building Hours**"). Lessee shall submit an advance written request to the City to access to the multi-purpose room, board room, Ruth Ann Harper Room, kitchen, or auditorium, which may be available subject to a first come, first serve basis and subject to programming and reservation fees determined at the time of reservation. Lessee shall have access to a maximum of 2 parking spaces in the Mohart Building parking lot during Building Hours, and shall require all cars to display a parking pass as provided by Lessor. Unless otherwise authorized in writing, parking in the Mohart Building parking lot outside of Building Hours is strictly prohibited. To maintain security at the Mohart Building, Lessor will issue personalized badges for Lessor's employees and agents as of the Effective Date. Lessor will provide 2 badges for access to the Mohart Building. Lessee may request additional badges subject to a $15.00 fee, which may increase from time to time depending on Lessor's costs, and must be requested in writing with all necessary personal information for such badge at least three (3) business days in advance. Lessee shall provide Lessor with at least twenty-four (24) hours' notice if Lessee seeks to remove security access from any individual. **While Lessor uses its best efforts to keep the Mohart building secure to tenants and their guests, Lessee uses the Premises and stores any personal property in the same at its own risk and expense and Lessor does not provide keys to individual offices or classrooms. Lessee may, however, secure the Premises with locks upon written authorization from Lessor, and shall provide Lessor with access by key, code, or other manner to access the Premises consistent with the Lease.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Dr. Juanita Singleton
Executive Director
Regal Health and Wellness, Inc.
3200 Wayne Ave
Kansas City, MO 64109
docsingle1@yahoo.com
816-299-1442

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

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

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

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

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

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

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

**THIS CONTRACT CONTAINS INDEMNITY PROVISIONS.**

**LESSEE:**

**BY:** ________________________________________
**Print Name:**
**Title:**

**Date:** _________________________________

**LESSOR:**

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

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

**DATE:** _______________________________

APPROVED AS TO FORM

**BY:** _________________________________
**Abigail Judah, Associate City Attorney**

## EXHIBIT A

## RENT SCHEDULE

| MONTH | RENT AMOUNT |
|---|---|
| **INITIAL TERM** | |
| MONTH 1 | $124.58 |
| MONTH 2 | $124.58 |
| MONTH 3 | $124.58 |
| MONTH 4 | $124.58 |
| MONTH 5 | $124.58 |
| MONTH 6 | $124.58 |
| MONTH 7 | $124.58 |
| MONTH 8 | $124.58 |
| MONTH 9 | $124.58 |
| MONTH 10 | $124.58 |
| MONTH 11 | $124.58 |
| MONTH 12 | $124.58 |
| **FIRST RENEWAL TERM:** | |
| MONTH 13 | $124.58 |
| MONTH 14 | $124.58 |
| MONTH 15 | $124.58 |
| MONTH 16 | $124.58 |
| MONTH 17 | $124.58 |
| MONTH 18 | $124.58 |
| MONTH 19 | $124.58 |
| MONTH 20 | $124.58 |
| MONTH 21 | $124.58 |
| MONTH 22 | $124.58 |
| MONTH 23 | $124.58 |
| MONTH 24 | $124.58 |
| **SECOND RENEWAL TERM:** | |
| MONTH 25 | $124.58 |
| MONTH 26 | $124.58 |
| MONTH 27 | $124.58 |
| MONTH 28 | $124.58 |
| MONTH 29 | $124.58 |
| MONTH 30 | $124.58 |
| MONTH 31 | $124.58 |
| MONTH 32 | $124.58 |
| MONTH 33 | $124.58 |
| MONTH 34 | $124.58 |
| MONTH 35 | $124.58 |
| MONTH 36 | $124.58 |

**Exhibit B**
**Addendum**
**City Required Terms and Conditions**

1. Records and Audit Requirements.

a. For the purposes of this Section:

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

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

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

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

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

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

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

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

3) Require any Subcontractor awarded a subcontract exceeding $300,000.00 to

affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract; and

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

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

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

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

5. Anti-Discrimination Against Israel. If this Agreement exceeds $100,000.00 and Contractor employs at least ten (10) employees, pursuant to Section 34.600, RSMo., by executing this Agreement, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the

State of Israel; or persons or entities doing business in the State of Israel. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed $50,000.00, as set forth herein.

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

7. Ban the Box in Hiring and Promotion.

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

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

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

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

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

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260698
Submitted Department/Preparer: General Services
Revised 01/30/25

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

## Executive Summary

Authorizing the Director of General Services to execute a one (1) year lease agreement with two (2) additional options to renew for one (1) year each with Regal Health and Wellness Inc., for the purpose of an office space at the Robert J. Mohart Center, located at 3200 Wayne, Kansas City Missouri, 64109, and estimating revenue in the amount of $966.64 in the General Fund.

## Discussion

New tenant lease with Regal Health and Wellness located at the Mohart Center. 426.41sqft of office space for the purpose of admin operations for a nonprofit that promotes a Womens Empowermnet Outreach Network and life improvement. This will add additional annual revenue of $1494.96 or $124.58/month.

## Fiscal Impact

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

2. What is the funding source?
   27-1000-071600-457500 – General Fund revenue in the amount of $996.64.

3. How does the legislation affect the current fiscal year?
   Additional revenue of $996.64.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   Yes, it will generate the remaining revenue for the lease in the amount of $498.32 in FY28 and if renewed it will continue to generate revenue in future fiscal years.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   Yes, it 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)**
Click or tap here to enter text.

## Citywide Business Plan (CWBP) Impact

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

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

## Prior Legislation

N/A

## Service Level Impacts

N/A

## Staff Recommendation

GSD

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

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

This will provide additional revenue for the City.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

# REQUEST FOR SUPPLEMENTAL REVENUE

**CITY OF KANSAS CITY, MISSOURI**

**DEPARTMENT:** General Service Department

**BUSINESS UNIT:** KCMBU **DATE:** 7/31/2026 **JOURNAL ID:** 260698

**LEDGER GROUP:** REVENUE

| FUND | DEPT ID | ACCOUNT | PROJECT | AMOUNT |
|---|---|---|---|---|
| 1000 | 71600 | 457500 | | $ 996.64 |

TOTAL 996.64

**DESCRIPTION:**

Estimating revenue in the amount of $996.64 in the General Fund.

APPROVED BY: DATE APPROVED BY: DEPARTMENT HEAD DATE

Kansas City

414 E. 12th Street
Kansas City, MO
64106

# Legislation Text

**File #:** 260699

ORDINANCE NO. 260699

Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a five (5) year lease agreement with one (1) option to renew for an additional five (5) years with Batliner Paper Stock Company, for the purpose of the use of a paved parking area, generally located on the south side of the Missouri River Levee and east of Olive Street, identified as Jackson County Parcel ID No. 12-640-03-02-00-0-00-000, Kansas City, Missouri 64108.

WHEREAS, the revenue for this lease was previously estimated in the amount of $4,478.88 for FY27; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of the General Services Department is authorized to execute a lease agreement with Batliner Paper Stock Company for the purpose of the use of a paved parking area, beginning September 1, 2026 and ending August 31, 2031. A copy of the lease agreement is on file in the General Services Department.

..end

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

Brenton Siverly
Director of Finance

Approved as to form:

Abigail Judah
Associate City Attorney

*CREO Document Submittal Project

# CREO Document Submittal for Non e-Builder Projects: #2829

Subject: Non-Discrimination & Equal Opportunity Review Document Upload | Contract NA | Batliner lease
Creator: Wise, Ashley
Date Created: 07.14.2026 02:02PM
Process Date Due:
Open: Yes

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

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**Comments**

**Comment** **By:** Christina Brown, CITY OF KANSAS CITY
7/20/2026 2:50:52 PM

A document was attached

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

**Date:** 07/08/26
**Form Prepared By:** Ashley Wise

| | |
|---|---|
| Contract/Project Number: NA | Project Name: Batliner lease |
| Developer/Prime: NA | Contact Information: NA |
| Final Contract Value: NA | Project Manager: Ashley Wise |

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

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

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

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

Additional Information:
Batliner Recycling Center- leases City owned parking lot. Renewal lease for 5 years.

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:
PLEASE CONSIDER ADDING LANGAUGE REGARDING MWBE AND SLBE PARTICIPATION, PLEASE CONSIDER ADDING LANGUAGE PERTAINING TO PREVAILING WAGE AND LABOR STANDARDS.

**Federal Provisions Included:**
☒ Approved ☐ Disapproved ☐ Not Applicable

CREO Signature: Signed by: Christina GT Brown A9A189E304A54A5... Date: 7/20/2026

**Comments:**

**LEASE AGREEMENT**
**[Missouri River Levee and East of Olive Street]**

**THIS LEASE** is made on this ______day of ________, 2026 ("**Effective Date**") by and between the **City of Kansas City,** a Missouri constitutionally chartered municipal corporation (hereinafter called the "**Lessor**" or "**City**"), and **Batliner Paper Stock Company**, a Missouri limited liability company (hereinafter called "**Lessee**") (Collectively, the Lessor and the Lessee may be referred to herein as the "**Parties**"). The Parties hereby agree as follows:

**1. PREMISES.** Lesser hereby grants to said Lessee the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises: **a parcel of land generally located on the south side of the Missouri River Levee and east of Olive Street, identified as Jackson County Parcel ID No. 12-640-03-02-00-0-00-000, and more particularly described and illustrated in Exhibit "B" and made a part hereof by reference**. ("**Premises**").

**2. TERM.** The term of this Lease shall be for a period of five (5) years beginning on the Effective Date ("**Term**"), with one (1) option to renew for an additional five (5) years subject to the provisions of this Lease Agreement.

**3. RENT.** During the Term, Lessee shall, pursuant to the Lease, pay a monthly rent of **Three Hundred Eighty-Four Dollars and Six Cents ($384.06 per month)**.[1]

The total rent due for the initial twelve (12) month Lease is **Four Thousand Six Hundred -Eight Dollars and Seventy-Two Cents ($4,608.72).** Lessee's obligation to pay rent shall commence on the Effective Date.

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

Three options for online payment:

1. Enter your credit card information
2. Enter your checking account information
3. Set up recurring payments

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

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

**4. SECURITY DEPOSIT.** Upon the execution of this Lease, Lessee shall pay to the City $_0.00__ as security for the payment of rent and full and faithful performance by Lessee of its obligations under this Lease (the "**Security Deposit**"). In the event of any default, the Security Deposit shall be retained by Lessor and may be applied toward any damages incurred by Lessor as a result of such default. The Security Deposit shall not be construed as liquidated damages. Upon yielding possession of the Premises in good repair and condition, reasonable wear and tear excepted, and provided no default has occurred, Lessor will promptly return the Security Deposit without interest to Lessee.

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

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

**6. USE OF PREMISES.** The premises shall be used for the purpose of a paved parking area to be utilized by the Lessee in conducting their business, including employee and customer parking and no other use unless specifically authorized by the Lessor through its Director of General Services. Lesse agrees to keep the lot area, as well as the easternly pump station clear and clean of loose paper/debris. Lessee agrees to notify the City's Director of General Services regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section.

**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), including the interior walls. Lessee shall keep the Premises and the Missouri River Levee clean and sightly, and free from hazard and any other nuisance. Lessee shall not alter, build upon, or otherwise interfere with the Missouri River Levee nor the operations of the United States Army Corps of Engineers. Lessee will return the property to the City, broom clean and undamaged except for reasonable wear and tear. All maintenance and repair of the lot(s) during the period of the Lease shall be the responsibility of Lessee. Lessee agrees that it is not the intent of the Lessor to permit the Lessee to allow the improvements to deteriorate near the end of the term. The intent is that the Lessee will continue to do the day-to-day maintenance and repairs of the improvements which will prevent the need to make costly repairs. Further the Lessee agrees to cut the weeds on the Missouri River Levee fronting Lessee's property.

**7.** Lessee has inspected and knows the condition of the Premises and accepts the same in their present (subject to ordinary wear, tear, and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any. Lessee will return the premises to the Lessor, undamaged except for reasonable wear and tear.

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

**9. POSSESSION AT THE BEGINNING OF TERM.** Lessee shall have possession of the Premises as of the Effective Date so long as Lessee has delivered proof of insurance to Lessor as required by Section 17 of this Lease.

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

**11. LESSOR'S RIGHT OF ENTRY.** Lessor or Lessor's agent may enter the Premises at reasonable hours with at least 24 hours' notice to examine the same, to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises and (during the last 60 days of the Lease only) to display the property to prospective tenants.

**12. UTILITIES AND SERVICES. Lessee shall pay utilities and common area maintenance (CAM),** which are included in the rent amount under Section 3. Other services such as trash removal, security, and snow removal will be the responsibility of the Lessor. Any other services needed with respect to the Lessee's use of the Premises will be the responsibility of the Lessee.

**13. ALTERATIONS.** 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. Lessee shall make or cause Lessee's Contractor to make all approved improvements in accordance with all applicable Federal, State, and Local laws.

**14. SIGNS AND ADVERTISEMENTS.** Lessee shall not put upon, nor permit to be put upon, any part of the Premises, any signs, billboards, or advertising whatever, without the written consent of Lessor's Director of General Services or their designee.

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

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

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

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

   1. Severability of Interests Coverage applying to Additional Insureds
   2. Contractual Liability
   3. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000
   4. No Contractual Liability Limitation Endorsement
   5. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent

b. Workers' Compensation / Statutory Employers Liability with limits of:
   1. $100,000 per accident
   2. $500,000 disease, policy limit
   3. $100,000 disease, each employee

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

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

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

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

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

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

**22. EMINENT DOMAIN.** If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate upon the date when the possession of 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.

**23. PUBLIC REQUIREMENTS.** Lessee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises or the use thereof and save Lessor harmless from expense or damage resulting from failure to do so. Without limiting the foregoing, Lessee shall comply with the City Standard Terms and Conditions attached hereto as Exhibit A and incorporated herein by reference. Lessee shall be referred to as “Contractor” within the meaning of Exhibit A.

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

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

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

**27. SURRENDER AT THE END OF THE TERM.** At the expiration of the Initial Term hereby created, or the First Renewal Term if the Lease is renewed, 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.

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

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

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

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

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

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

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

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

Addressed to Lessee:

Shaun Merrigan
Batliner Paper Stock Company
2501 Front Street
Kansas City, MO 64120
smerrigan@pioneerintl.com

Addressed to Lessor:

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

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

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

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

**36. NO DISCRIMINATION**. Lessee shall not discriminate and shall comply with Chapter 38 of the City Code of Ordinances and Chapter 213, RSMo.

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

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

**LESSEE:**
**Batliner Paper Stock Company**

**BY: ____________________________________________**
**Shaun Merrigan**

**Date: __________________________________**

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

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

**DATE:** __________________________________

APPROVED AS TO FORM

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

## EXHIBIT A

### Addendum
### City Required Terms and Conditions

1. Records and Audit Requirements.

a. For the purposes of this Section:

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

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

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

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

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

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

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

2) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Agreement,

unless a copy has already been submitted to CREO at any point within the previous two calendar years, and if, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Agreement, unless a copy has already been submitted to CREO at any point within the previous two calendar years;

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

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

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

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

4. Employee Eligibility Verification. If this Agreement exceeds five thousand dollars ($5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic

verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/ files/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of this Agreement, or at any point during the term of this Agreement if requested by the City.

5. Anti-Discrimination Against Israel. If this Agreement exceeds $100,000.00 and Contractor employs at least ten (10) employees, pursuant to Section 34.600, RSMo., by executing this Agreement, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed $50,000.00, as set forth herein.

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

7. Ban the Box in Hiring and Promotion.

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

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

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

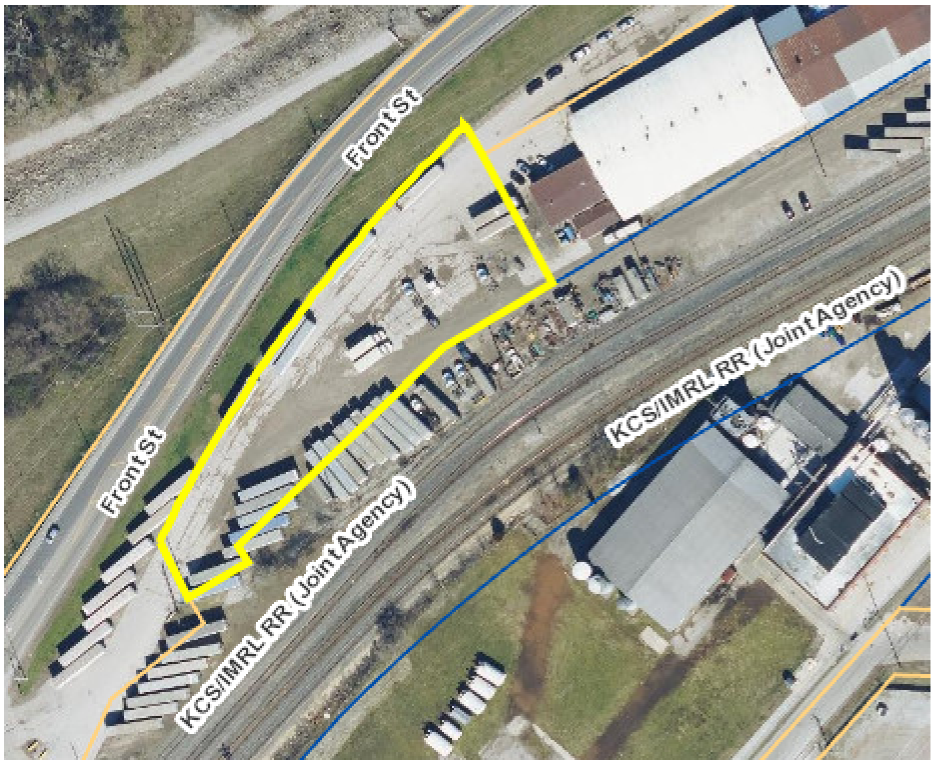
8. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or

origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

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

## EXHIBIT B

"Premises"



**260699**
**LEASE AGREEMENT**
**[Missouri River Levee and East of Olive Street]**

**THIS LEASE** is made on this ______day of ________, 2026 ("**Effective Date**") by and between the **City of Kansas City,** a Missouri constitutionally chartered municipal corporation (hereinafter called the "**Lessor**" or "**City**"), and **Batliner Paper Stock Company**, a Missouri limited liability company (hereinafter called "**Lessee**") (Collectively, the Lessor and the Lessee may be referred to herein as the "**Parties**"). The Parties hereby agree as follows:

**1. PREMISES.** Lesser hereby grants to said Lessee the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises: **a parcel of land generally located on the south side of the Missouri River Levee and east of Olive Street, identified as Jackson County Parcel ID No. 12-640-03-02-00-0-00-000, and more particularly described and illustrated in Exhibit "B" and made a part hereof by reference**. ("**Premises**").

**2. TERM.** The term of this Lease shall be for a period of five (5) years beginning on the Effective Date ("**Term**"), with one (1) option to renew for an additional five (5) years subject to the provisions of this Lease Agreement.

**3. RENT.** During the Term, Lessee shall, pursuant to the Lease, pay a monthly rent of **Three Hundred Eighty-Four Dollars and Six Cents ($384.06 per month)**.[1]

The total rent due for the initial twelve (12) month Lease is **Four Thousand Six Hundred -Eight Dollars and Seventy-Two Cents ($4,608.72).** Lessee's obligation to pay rent shall commence on the Effective Date.

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

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

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

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

**4. SECURITY DEPOSIT.** Upon the execution of this Lease, Lessee shall pay to the City $_0.00__ as security for the payment of rent and full and faithful performance by Lessee of its obligations under this Lease (the "**Security Deposit**"). In the event of any default, the Security Deposit shall be retained by Lessor and may be applied toward any damages incurred by Lessor as a result of such default. The Security Deposit shall not be construed as liquidated damages. Upon yielding possession of the Premises in good repair and condition, reasonable wear and tear excepted, and provided no default has occurred, Lessor will promptly return the Security Deposit without interest to Lessee.

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

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

**6. USE OF PREMISES.** The premises shall be used for the purpose of a paved parking area to be utilized by the Lessee in conducting their business, including employee and customer parking and no other use unless specifically authorized by the Lessor through its Director of General Services. Lesse agrees to keep the lot area, as well as the easternly pump station clear and clean of loose paper/debris. Lessee agrees to notify the City's Director of General Services regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section.

**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), including the interior walls. Lessee shall keep the Premises and the Missouri River Levee clean and sightly, and free from hazard and any other nuisance. Lessee shall not alter, build upon, or otherwise interfere with the Missouri River Levee nor the operations of the United States Army Corps of Engineers. Lessee will return the property to the City, broom clean and undamaged except for reasonable wear and tear. All maintenance and repair of the lot(s) during the period of the Lease shall be the responsibility of Lessee. Lessee agrees that it is not the intent of the Lessor to permit the Lessee to allow the improvements to deteriorate near the end of the term. The intent is that the Lessee will continue to do the day-to-day maintenance and repairs of the improvements which will prevent the need to make costly repairs. Further the Lessee agrees to cut the weeds on the Missouri River Levee fronting Lessee's property.

**7.** Lessee has inspected and knows the condition of the Premises and accepts the same in their present (subject to ordinary wear, tear, and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any. Lessee will return the premises to the Lessor, undamaged except for reasonable wear and tear.

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

**9. POSSESSION AT THE BEGINNING OF TERM.** Lessee shall have possession of the Premises as of the Effective Date so long as Lessee has delivered proof of insurance to Lessor as required by Section 17 of this Lease.

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

**11. LESSOR'S RIGHT OF ENTRY.** Lessor or Lessor's agent may enter the Premises at reasonable hours with at least 24 hours' notice to examine the same, to do anything Lessor may be required to do hereunder or which Lessor may deem necessary for the good of the Premises and (during the last 60 days of the Lease only) to display the property to prospective tenants.

**12. UTILITIES AND SERVICES. Lessee shall pay utilities and common area maintenance (CAM),** which are included in the rent amount under Section 3. Other services such as trash removal, security, and snow removal will be the responsibility of the Lessor. Any other services needed with respect to the Lessee's use of the Premises will be the responsibility of the Lessee.

**13. ALTERATIONS.** 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. Lessee shall make or cause Lessee's Contractor to make all approved improvements in accordance with all applicable Federal, State, and Local laws.

**14. SIGNS AND ADVERTISEMENTS.** Lessee shall not put upon, nor permit to be put upon, any part of the Premises, any signs, billboards, or advertising whatever, without the written consent of Lessor's Director of General Services or their designee.

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

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

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

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

   1. Severability of Interests Coverage applying to Additional Insureds
   2. Contractual Liability
   3. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be $2,000,000
   4. No Contractual Liability Limitation Endorsement
   5. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent

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

   1. $100,000 per accident
   2. $500,000 disease, policy limit
   3. $100,000 disease, each employee

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

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

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

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

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

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

**22. EMINENT DOMAIN.** If the Premises or any substantial part thereof shall be taken by any competent authority under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the term of this Lease shall cease and terminate upon the date when the possession of 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.

**23. PUBLIC REQUIREMENTS.** Lessee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises or the use thereof and save Lessor harmless from expense or damage resulting from failure to do so. Without limiting the foregoing, Lessee shall comply with the City Standard Terms and Conditions attached hereto as Exhibit A and incorporated herein by reference. Lessee shall be referred to as "Contractor" within the meaning of Exhibit A.

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

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

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

**27. SURRENDER AT THE END OF THE TERM.** At the expiration of the Initial Term hereby created, or the First Renewal Term if the Lease is renewed, 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.

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

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

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

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

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

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

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

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

Addressed to Lessee:

Shaun Merrigan
Batliner Paper Stock Company
2501 Front Street
Kansas City, MO 64120
smerrigan@pioneerintl.com

Addressed to Lessor:

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

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

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

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

**36. NO DISCRIMINATION**. Lessee shall not discriminate and shall comply with Chapter 38 of the City Code of Ordinances and Chapter 213, RSMo.

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

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

**LESSEE:**

**Batliner Paper Stock Company**

**BY: ____________________________________________**

**Shaun Merrigan**

**Date: ________________________________**

**LESSOR:**

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

**BY: ________________________________**

**Yolanda McKinzy**
**Director, General Services Department**

**DATE: ________________________________**

APPROVED AS TO FORM

**BY: ________________________________**

**Abigail Judah, Assistant City Attorney**

# EXHIBIT A

## Addendum
## City Required Terms and Conditions

1. Records and Audit Requirements.

a. For the purposes of this Section:

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

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

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

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

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

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

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

2) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Agreement,

unless a copy has already been submitted to CREO at any point within the previous two calendar years, and if, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Agreement, unless a copy has already been submitted to CREO at any point within the previous two calendar years;

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

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

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

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

4. Employee Eligibility Verification. If this Agreement exceeds five thousand dollars ($5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by the City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic

verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/ files/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of this Agreement, or at any point during the term of this Agreement if requested by the City.

5. Anti-Discrimination Against Israel. If this Agreement exceeds $100,000.00 and Contractor employs at least ten (10) employees, pursuant to Section 34.600, RSMo., by executing this Agreement, Contractor certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. Notwithstanding the foregoing, the parties acknowledge and agree that this Agreement provides for a pro bono engagement where the City will only be responsible for reimbursement of Contractor's expenses, which will not exceed $50,000.00, as set forth herein.

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

7. Ban the Box in Hiring and Promotion.

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

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

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

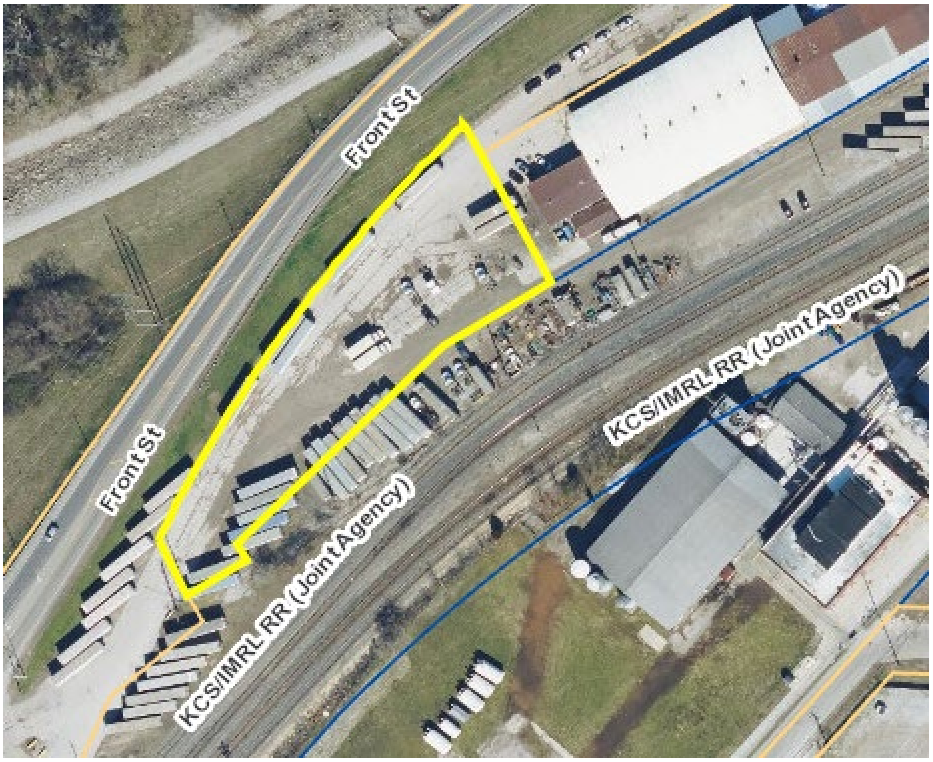
8. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or

origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

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

# EXHIBIT B

"Premises"



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260699
Submitted Department/Preparer: General Services
Revised 01/30/25

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

## Executive Summary

Authorizing the Director of General Services to execute a five (5) year lease agreement with one (1) option to renew for an additional five (5) years with Batliner Paper Stock Company, for the purpose of the use of a paved parking area, generally located on the south side of the Missouri River Levee and east of Olive Street, identified as Jackson County Parcel ID No. 12-640-03-02-00-0-00-000, Kansas City, Missouri 64108.

## Discussion

Batliner Paper Stock Co., is a long time tenant that provides local and national recycling services. They would like to continue leasing a parking area located outside of their building for their daily business operations. The parking lot is approximately 1 acre of land.

## Fiscal Impact

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

2. What is the funding source?
   27-1000-071600-457500

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.
   Yes, if the lease is renewed it will generate revenue in future fiscal years.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   Yes, it 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)**
Click or tap here to enter text.

## Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan]

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

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

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

## Prior Legislation

N/A

## Service Level Impacts

N/A

## Staff Recommendation

GSD

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

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

## 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)

ORDINANCE NO. 260699

Sponsor: General Services Department
...title
Authorizing the Director of General Services to execute a five (5) year lease agreement with one (1) option to renew for an additional five (5) years with Batliner Paper Stock Company, for the purpose of the use of a paved parking area, generally located on the south side of the Missouri River Levee and east of Olive Street, identified as Jackson County Parcel ID No. 12-640-03-02-00-0-00-000, Kansas City, Missouri 64108.
…body

WHEREAS, the revenue for this lease was previously estimated in the amount of $4,478.88 for FY27.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of General Services Department is authorized to execute a lease agreement with Batliner Paper Stock Company for the purpose of the use of a paved parking area, beginning September 1, 2026 and ending August 31, 2032. A copy of the lease agreement is on file in the General Services Department.
…end

---

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

______________________________
Brenton Siverly
Director of Finance

Approved as to form:

______________________________
Abigail Judah
Assistant City Attorney

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260704

ORDINANCE NO. 260704

Sponsor: Mayor Quinton Lucas

Authorizing the City Manager to execute a lease, non-relocation agreement, development agreement, community impact partnership agreement, and funding agreement with the Kansas City Royals or an affiliated entity for design, construction, and operations of a new stadium, team offices, and supporting infrastructure (the “Project”) in the Washington Square Park/Crown Center area; authorizing the execution of additional cooperative agreements in connection with the lease, non-relocation agreement, development agreement, and funding agreement; authorizing the City Manager to execute intergovernmental cooperative agreements with the State of Missouri and related entities; establishing Fund No. 3459, the Special Obligation Downtown Stadium Bond Fund; estimating and appropriating bond proceeds in the amount of $20,000,000.00 for the purpose of providing the City’s contribution to the Project; providing direction to the City Manager on the funding sources for the Project and future debt service; authorizing the execution of additional agreements as necessary to comply with the directives of this ordinance; reaffirming the Council’s intent to waive the contract solicitation and Article IV, Chapter 3, requirements otherwise set out in the Code of Ordinances as to the agreements authorized in this Ordinance; waiving the requirements of Section 88-586-01 through 88-586-07; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the City Council remains committed to retaining the Kansas City Royals in Kansas City and is committed to continuing good faith negotiations with the Royals, as previously stated in Committee Substitute for Ordinance No. 260339, As Amended, Resolution No. 230656, and Ordinance No. 260032; and

WHEREAS, the City and the Kansas City Royals have negotiated lease, development, funding, non-relocation, and community impact agreements for the Project; and

WHEREAS, pursuant to Committee Substitute for Ordinance No. 260339, As Amended, the City Council is maintaining oversight and final approval authority for the agreements related to the Project; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to execute a lease, funding agreement, non-relocation agreement, community impact partnership agreement, development agreement, and their ancillary agreements (the “Agreements”) with the Kansas City Royals organization and its affiliates, developers, city incentive agencies, and other relevant parties for the development of a new stadium and team offices in the Washington Square Park/Crown Center area.

Section 2. That the Agreements may be supplemented by other additional agreements subject to review and approval of City Council, as provided by Committee Substitute for Ordinance No. 260339, As Amended.

Section 3. That Fund No. 3459, the Special Obligation Downtown Stadium Bond Fund, is hereby established in the records of the City of Kansas City, Missouri.

Section 4. That revenue in the following account of Fund No. 3459 the Special Obligation Downtown Stadium Bond Fund, is hereby increased in the following amount:

| | | |
|---|---|---|
| AL-3459-120000-59000 | Bond Proceeds | $20,000,000.00 |

Section 5. That the sum of $20,000,000.00 is hereby appropriated from the Unappropriated Fund Balance of Fund No. 3459, the Special Obligation Downtown Stadium Bond Fund to the following Account:

| | | |
|---|---|---|
| AL-3459-105012-B-10DWNTNSTDMDIS | Downtown Stadium District | $20,000,000.00 |

Section 6. That the City Manager is hereby directed to utilize the proceeds of the convention and tourism tax, food and beverage portion, to the extent needed, for the payment of debt service on bonds issued and support total project costs of $20,000,000.00.

Section 7. That the City Council hereby declares its official intent to reimburse itself for certain expenditures made within sixty (60) days prior to or on and after the date of this Ordinance with respect to appropriations in Section 5 ("Appropriation") with the proceeds of bonds expected to be issued by the City. The maximum principal amount of bonds expected to be issued for the Appropriation is not to exceed $20,000,000.00. This constitutes a declaration of official intent under Treasury Regulation 1.150-2.

Section 8. That the Director of Finance is hereby authorized to close accounts, open encumbrances and retainage related to the accounts in Section 5 and return the unspent portion to the Fund balance from which it came upon the earliest of: (i) the provisions of this ordinance; (ii) final maturity of financing or (iii) five years after the last issuance.

Section 9. That the City Manager is hereby designated as requisitioning authority for Account No. AL-3459-105012-B-10DWNTNSTDMDIS

Section 10. That the City Manager is hereby directed to review other available sources, to the extent needed, to support project costs including but not limited to: incremental revenues generated by the stadium and impact area, convention and tourism tax, Question 1-Street, Sidewalks, and Bridges 2017 General Obligation Bond Series, Water Fund, Sewer Fund, Streetcar Fund, or other appropriate source to support project expenditures.

Section 11. That the City Council reaffirms that the Mayor, City Manager, Director of Finance and other officials, agents and employees of the City as required, are authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the term sheet, lease, development and funding agreements, TIF Plan Application, the MDFB Application, the State Supplemental TIF Application, and the Show-Me Sports Investment Act Application, including but not limited to the acceptance of deeds and/or other property interests for the Project and the negotiation and execution agreements necessary to carry out the same.

Section 12. That the City Council reaffirms that pursuant to Section 3-35(b)(5) and Section 3-437(b), Code of Ordinances, the Council hereby determines that it is in the best interests of the City to waive the contract solicitation requirements of Article I, Chapter 3 and the Article IV, Chapter 3 requirements otherwise set out in the Code of Ordinances as to the agreements authorized herein.

Section 13. That the requirements of Section 88-586-01 through 88-586-07, Code of Ordinances, which require review and approval by the City's Historic Preservation Commission prior to the demolition of buildings over 50 years of age, are hereby waived with respect to the Project.

Section 14. That this ordinance, appropriating funds and relating to the design, repair, maintenance or construction of a public improvement, is recognized as an ordinance with an accelerated effective date as provided by Sections 503(a)(3)(C)-(D) of the City Charter and shall take effect in accordance with those sections.

..end

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

____________________________
Brenton Siverly
Director of Finance

Approved as to form:

____________________________
Nelson V. Munoz
Deputy City Attorney

NO

DOCKET

MEMO PROVIDED

FOR

260704

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260705

ORDINANCE NO. 260705

Sponsor(s): Councilmembers Andrea Bough and Kevin O'Neill, and Mayor Quinton Lucas

Rezoning an area of about 68 acres generally located south of Pershing Road, west of Gillham Road, north of E. 27th Street, and east of Main Street from Districts UR, B4-5, and M1-5 to District UR and approving a development plan, also serving as a preliminary plat, to allow for a ballpark district. (CD-CPC-2026-00100).

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section A. That Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, commonly known as the Zoning and Development Code, is hereby amended by enacting a new section to be known as Section 88-20A-1554, rezoning an area of about 68 acres generally located south of Pershing Road, west of Gillham Road, north of E. 27th Street, and east of Main Street from Districts UR (Urban Redevelopment), B4-5 (Heavy Business/Commercial), and M1-5 (Manufacturing 1) to District UR (Urban Redevelopment), and approving a development plan, also serving as a preliminary plat, to allow for a ballpark district, said section to read as follows:

Section 88-20A-1554. That an area legally described as:

All that part of Section 8, Township 49 North, Range 33 West of the Fifth Principal Meridian, situate in the City of Kansas City, Jackson County, Missouri, being described as follows by Kellan M. Gregory, MO PLS #2011001372, of Olsson, MO CLS #000366, on June 18, 2026:
COMMENCING at the Southeast corner of the Southwest Quarter of said Section 8; thence South, along the East line of the Southwest Quarter of said Section 8, to the intersection with the centerline of E. 27th Street, as now established and also being the POINT OF BEGINNING; thence Westerly, along the centerline of said E. 27th Street, to the intersection with the centerline of Main Street, as now established; thence Northerly, along the centerline of said Main Street, to the intersection with the centerline of E. Pershing Road, as now established; thence Easterly, along the centerline of said E. Pershing Road, to the intersection with the centerline of McGee Street, as now established; thence Northerly, along the centerline of said McGee Street, to the intersection with the centerline of E. 22nd Street, as now established; thence Easterly, along the centerline of said E. 22nd Street, to the intersection with Gillham Road, as now established; thence Southerly, along the centerline of said Gillham Road, to the intersection with the

centerline of said E. 27th Street; thence Westerly, along the centerline of said E. 27th Street, to the Point of beginning.

Except for all that land lying inside the boundaries of the recorded plats of The San Francisco Condominium, Santa Fe Place Condominium, and 2555 Grand Boulevard.

is hereby rezoned from Districts UR (Urban Redevelopment), B4-5 (Heavy Business/Commercial), and M1-5 (Manufacturing 1) to District UR (Urban Redevelopment), all as shown outlined on a map marked Section 88-20A-1554, which is attached hereto and made a part hereof, and which is hereby adopted as a part of an amendment to the zoning maps constituting a part of said chapter and in accordance with Section 88-20 thereof.

Section B. That a development plan for the area legally described above is hereby approved, subject to the following conditions:

1. Existing, temporary, and future garage or surface parking lots should not be significantly visible from the public right-of-way. Underground parking is encouraged. Lots and garages should be screened from the pedestrian level with landscaping and high-quality materials.

2. At the time of the UR final plan, the applicant shall specify the location of bike parking and the total number of spots in each project area.

3. The developer shall continue coordination with the Streetcar Authority for improvements including but not limited to system reliability, streetcar capacity, game day surge operations management.

4. Curb cuts should be kept to a minimum, especially along boulevards and parkways, and consolidated when continuous curb cuts are not appropriate. Where curb cuts and entry drives are necessary, they should be kept as narrow as possible, and the applicant should keep curb cuts no more than the number that currently exists.

5. Parkland dedication requirements shall be reviewed at the time of each UR final plan where residential units are proposed.

6. A UR final plan must be approved for each project area prior to issuance of any building permit for the corresponding project area.

7. Resident parking for Santa Fe and San Francisco condominiums shall not be reduced from the current parking rights residents are entitled to.

8. The applicant shall produce a visual representation of light and sound based on a noise study and lighting engineering distributed publicly.

9. That prior to recording the final plat the developer shall upload and secure approval of a street tree planting plan from the City Forester.

10. That if the UR final plan modifies the approved lot layout shown in the UR plan preliminary plat, the applicant shall include a revised preliminary plat plan sheet with the UR final plan.

11. Any subdivision that does not qualify as a minor subdivision under Section 88-535, or includes the acceptance of public infrastructure, shall be processed as a major subdivision in accordance with the Zoning and Development Code.

12. All required Fire Department access roads shall be an all-weather surface. Grass pavers are not permitted. (IFC-2018: § 503.2.3)

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

14. If an approved security gate spans across a fire access road, an approved means for emergency operation shall be provided. Electric gates shall require a siren sensor device typically referred to as a “yelp gate” (IFC-2018 § 503.6)

15. New buildings shall have approved radio coverage for emergency responders within the building based on the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. (IFC 2018 510.1) and (NFPA1221)

16. Fire hydrant distribution shall follow IFC-2018 Table C102.1.

17. Fire hydrants shall be installed and operable prior to the arrival of any combustible building materials onto the site. (IFC-2018 § 501.4 and 3312.1; NFPA 241-2013 § 8.7.2)

18. The developer shall provide an approved temporary turnaround feature (i.e cul-de-sac, hammerhead) for all dead-end streets in excess of 150 feet in length. (IFC-2018: § 503.2.5)

19. The Fire Department Connection (FDC) shall not be located that obstructs access/egress to the building when in use. (IFC-2018 § 912.2)

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

21. Proposed buildings shall have a Fire Department access road within 150 feet of any exterior portion of the structure. (IFC-2018: § 503.1.1)

22. Required Fire Department access roads shall be a minimum unobstructed width of twenty (20) feet and 13 ft-6 in. clearance height. Check with Streets & Traffic (KCMO Public Works Department) or Missouri Department of Transportation (MODOT) that may have street planning regulations that supersede the Fire Code. (IFC-2018: § 503.2.1)

23. All Fire Department Connections (FDC) shall be threaded connections, Storz connections are not allowed in the City of Kansas City, Missouri. (IFC-2018 § 903.3.6; NFPA 13-2010 § 6.8.1)

24. The developer shall provide Fire Department access roads before construction/demolition projects begin. (IFC-2018 § 501.4 and 3310.1; NFPA 241-2013 § 7.5.5)

25. The developer shall provide fire lane signage on fire access drives.

26. Buildings exceeding three (3) stories or 30 feet in height shall have at least two means of fire apparatus access. (IFC-2018: § D104.1) Aerial fire apparatus roads must be a minimum 26 feet wide, at least 15 feet away from the building but not more than 30 feet from the structure. (IFC-2018 § D105).

27. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses. (IFC-2018: § D106.3)

28. Fire hydrant(s) shall be within 400 feet on a fire access road following an approved route established by the Authority Having Jurisdiction (AHJ) of any exterior portion of a building. The use of existing fire hydrant(s) may be used to satisfy this requirement otherwise a private fire hydrant(s) or hydrant system may be required. This distance may be increased to 600 feet for R-3 and U occupancy(s) or the building(s) is fully protected by an approved automatic fire sprinkler system(s). (IFC-2018: § 507.5.1)

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

30. The building's FDC shall be immediately recognizable from the street or nearest point of Fire Department access. (IFC-2018 § 912.2.1)

31. The developer shall use Parks and Recreation Department approved site furnishings within parks and recreation jurisdictional street and/or park right-of-way.

32. Prior to construction adjacent to a Parks and Recreation jurisdictional street and/or park the developer and/or their representative shall obtain a Parks and Recreation permit for storage and restoration within a park or a Parks and Recreation jurisdictional street right-of-way including but not limited to the installation of construction trailer, stockpiling of materials or equipment, construction roads and utility cabinets/meters.

33. The developer shall submit plans to the Parks and Recreation Department and obtain permits prior to beginning construction of streetscape improvements (including but not limited to sidewalks, curbs, gutters, streetscape elements, pedestrian and streetlighting) on the Parks jurisdictional streets and construct improvements, ADA compliant ramps at all required locations where new private drives are being added, or where existing sidewalks are modified or repaired. Such improvements shall be installed per Parks and Recreation Department standards.

34. On a Parks and Recreation Department jurisdictional street and/or park, the Parks and Recreation Department will have the right to approve or reject those items encroaching the public right-of-way. These include but are not limited to the following: roof overhangs, balconies, awnings, signs, sidewalk cafes, valet parking and/or fencing. The developer shall present plans to the Parks and Recreation Development Review Committee and enter into an encroachment agreement with the Board of Parks and Recreation if approved using the most recent encroachment fee schedule.

35. Grand Boulevard and Pershing Road/Gillham Road are classified as boulevards; therefore, the development shall comply with the parkway and boulevard standards outlined in 88-323. Any modifications to the approved plans that do not meet these standards shall require a deviation or variance from the Board of Zoning Adjustment prior to vertical construction of any structure within the development.

36. The developer shall submit a letter to the Parks and Recreation Department from a licensed civil engineer, licensed architect, or licensed landscape architect, who is registered in the State of Missouri, stating the condition of the sidewalks, curbs, and gutters along boulevard/parkway, which is a Parks and Recreation jurisdictional street. The letter shall identify state of repair as defined in Chapters 56 and 64, Code of Ordinances, for the sidewalks, curbs, and gutters. It shall identify the quantity and location of sidewalks, curbs, and gutters that need to be constructed, repaired, or reconstructed. The developer shall secure permits to repair or reconstruct the identified sidewalks, curbs, and gutters as necessary along all development street frontages, as required by the Parks and Recreation Department, prior to recording the plat/issuance of any certificate of occupancy permits including temporary certificate of occupancy permits.

37. Prior to the issuance of any building permit for structures located on Parks and Recreation-owned property, the applicant shall obtain all necessary approvals from the Board of Parks and Recreation Commissioners and resolve any required property interests in a manner acceptable to the Board.

38. The applicant shall work with the Parks and Recreation Department to identify and mitigate any increase in large truck traffic the proposed project will create.

39. The applicant shall work with the Parks and Recreation Department to screen all vehicular access, delivery, and service access along a facade that is visible from the boulevard.

40. Maintain and Promote Multimodal Access & Connectivity: The applicant must continue to coordinate with the Public Works Department, specifically the Multimodal/Traffic Division, to define and provide/maintain agreed-upon solutions and options for safe pedestrian, bicycle, transit and vehicular access to and from the stadium and for the same connections with the broader transportation network equivalent to, or greater than the existing degree of separation that currently exists.

41. The developer shall continue to collaborate with the Public Works Department for input, review and approval of the Traffic Impact Study (TIS), including edits to Phase 1 for agreement on its assumptions for mode split, distribution and assignment for the analysis. The developer shall continue to collaborate with the Public Works Department for the same for development of its Phase 2 TIS (referenced in the submittal), working with Public Works and the City for TIS input, review and approval. The developer shall consent to any improvements approved and required by the City that are identified by the approved, final traffic impact study (TIS). All open excavations shall be plated and the street reopened to traffic during non-working hours.

42. An Events Traffic Management Plan (TMP) for various stadium event activity/attendance levels must continue to be developed with input, review and approval by the Public Works Department, and in coordination with MoDOT and KC Streetcar. The TMP shall include a pedestrian management plan for movement of pedestrians to/from KC Streetcar stop locations and identified bus loading/unloading locations (as applicable). The TMP should also demonstrate maintained access for emergency vehicles to/from adjacent hospital sites. The Public Works Department will require that the Event (TMP) continue to be matured and reviewed periodically by the City and stakeholders (MoDOT, KC Streetcar) prior to the opening of the stadium and shall be completed and approved by the City prior to receiving any certificate of occupancy. The developer will submit the TMP annually for review, revision and approval annually through the Public Works Department, as a requirement for event permitting. The TMP shall include provisions ensuring residents of the Santa Fe

and San Francisco condominium buildings maintain access to their parking spaces during events in the same manner as currently exists.

43. In addition to automobile parking, the developer should identify and describe bicycle parking accommodations, including location and type (e.g. valet). The developer should also identify parking solutions for passenger loading/unloading of larger buses, and 'during event' bus parking solutions (e.g. off-site marshalling yard and staging options, and routing to/from the stadium). This should be an element of the Events Traffic Management Plan (TMP).

44. For stadium or related construction work activities or haul routes that may impact or overlap with streetcar corridors (e.g. Main, Main at Pershing and 27th), advance and ongoing coordination with the Public Works Department and KC Streetcar is required. A track access permit may be required (via Compass KC) for certain work. Additional and ongoing coordination and planning with the Public Works Department and KC Streetcar is required as the project advances because streetcar is a travel mode for stadium access.

45. The applicant shall submit an event management plan to the Public Works Department for review prior to obtaining a temporary certificate of occupancy.

46. The applicant will continue to work with the Public Works Department to finalize the project traffic impact study. Any required roadway improvements as a result of this development must be in place (constructed) prior to receiving a temporary certificate of occupancy.

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

48. The developer shall submit a letter to the Land Development Division from a licensed civil engineer, licensed architect, or licensed landscape architect, who is registered in the State of Missouri, that identifies sidewalks, curbs, and gutters in disrepair as defined by Public Works Department's "OUT OF REPAIR CRITERIA FOR SIDEWALK, DRIVEWAY AND CURB revised 11/5/2013" and based on compliance with Chapters 56 and 64, Code of Ordinances, for the sidewalks, curbs, and gutters where said letter shall identify the quantity and location of sidewalks, curbs, and gutters that need to be constructed, repaired, or reconstructed to remedy deficiencies and/or to remove existing approaches no longer needed by this project. The developer shall secure permits to repair or reconstruct the identified sidewalks, curbs, and gutters as necessary along all development street frontages as required by the Land Development Division and prior to issuance of any certificate of occupancy permits including temporary certificate of occupancy permits.

49. The developer shall submit verification of vertical and horizontal sight distance for the drive connection to public right-of-way to the Land Development Division and make improvements to ensure local jurisdiction and/or minimum AASHTO adequate sight distance standards are met, prior to issuance of any certificate of occupancy.

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

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

52. The developer shall ensure that water and fire service lines should meet current Water Services Department rules and regulations prior to issuance of a certificate of occupancy.

53. The developer shall have a water flow test done to ensure there is adequate water pressure to serve the development.

54. The developer shall submit a utility plan that identifies water main improvements such as new extensions, abandonments, upsizing, and replacements. The plans shall show and label the existing water mains with sizes in the development area. The plans shall show and label the proposed public and private water main layouts with sizes. The plans shall identify the existing and proposed public fire hydrants with a 300' maximum spacing. The utility plan shall follow all requirements outlined by the Kansas City Water rules and regulations.

55. The developer shall submit a study prepared by a Missouri professional engineer of the existing and proposed water distribution system capacity vs proposed development demands. The study shall identify all water mains that need to be upsized and extended to provide adequate flow and pressure to the proposed development. It is anticipated that one of the necessary projects will be the upsizing and replacement of approximately 800' of 1885 vintage 10" CIP water main along Grand Avenue with a new 12" DIP water main.

56. The developer shall submit water main (extension/abandonment/relocation) plans prepared by a Missouri professional engineer through CompassKC for review, acceptance and contracts. The plans shall follow the Kansas City Water rules and regulations for water main extensions and relocations. The plans shall be under contract (permit) prior to final plat recording or building permit issuance, whichever occurs first.

57. The developer shall provide covenants to maintain private storm sewer mains acceptable to the Kansas City Water Services Department for any private storm sewer mains prior to the issuance of any building permits.

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

59. The developer shall provide covenants to maintain private sanitary sewer mains acceptable to the Kansas City Water Services Department for any private sanitary sewer mains prior to the issuance of any building permits.

60. The developer shall submit plans for grading, siltation, and erosion control to the Kansas City Water Services Department for review and acceptance, provide a copy of the Storm Water Pollution Prevention (SWPP) plan submitted to the Missouri Department of Natural Resources (MDNR) and secure a site disturbance permit for any proposed disturbance area equal to one acre or more prior to beginning any construction activities.

61. The developer shall obtain the executed and recorded City approved grading, temporary construction, drainage/sewer, or any other necessary easements from the abutting property owner(s) that may be required prior to submitting any public improvements crossing properties not controlled by the developer and include said document(s) within the public improvement applications submitted for permitting.

62. The developer shall submit an analysis to verify adequate capacity of the existing sewer system as required by the Kansas City Water Services Department prior to issuance of a building permit to connect the private system to the public sewer main and depending on adequacy of the receiving system, make other improvements as may be required.

63. The developer shall grant a BMP and/or surface drainage easement to the City as required by the Kansas City Water Services Department, prior to recording the plat or issuance of any building permits.

64. The developer shall provide private (water, storm drainage, sanitary sewer) easements for any private mains prior to issuance of any building permits.

65. The developer shall cause the area to be platted and processed in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri.

66. The developer shall secure permits to extend public sanitary and storm water conveyance systems to serve all proposed lots within the development and determine adequacy of receiving systems as required by the Kansas City Water

Services Department, prior to recording the plat or issuance of a building permit, whichever occurs first.

67. The developer shall submit a storm drainage analysis from a Missouri licensed civil engineer to the Land Development Division evaluating proposed improvements and impact to drainage conditions. Since this project is within a "Combined Sewer Overflow" (CSO) district, the project shall be designed to retain rainfall of 1.5 inch depth over the entire site to simulate natural runoff conditions and reduce small storm discharge to the combined sewer system and manage the 10-year storm and 100-year storm per currently adopted APWA standards. The analysis shall be submitted, and the developer shall secure permits to construct any improvements required by the Land Development Division prior to recording the plat.

68. The developer shall provide acceptable easement and secure permits to relocate sanitary sewers out from under proposed buildings and structures, etc. Any existing public lines located under proposed structures must be abandoned in place or removed and easement vacated, or relocated and new easements shall be provided; as required by the Kansas City Water Services Department prior to recording the plat or issuance of a building permit, whichever occurs first. Easements shall be per the Kansas City Water matrix easement.

69. The developer shall provide acceptable easement and secure permits to relocated sanitary sewers out from under proposed buildings and structures while continuing to ensure individual service is provided to all proposed lots as required by the Kansas City Water Services Department prior to recording the plat or issuance of a building permit, whichever occurs first.

A copy of said development plan is on file in the office of the City Clerk with this ordinance and is made a part hereof.

Section C. That the development plan described above is hereby approved with the following deviations from Chapter 88, Code of Ordinances:

1. A deviation to section 88-430-05-C, Spillover Lighting Standards, in the amount of 9 footcandles to allow 10.0 footcandles at the right-of-way line for building entrances.

2. A full deviation to section 88-420-02-B.3.g.a, Ingress/Egress and Maneuvering in the Public Right-of-Way, to allow loading and unloading spaces and related maneuvering areas to be located on Grand Boulevard, Pershing Road, and Gillham Road right-of-way, subject to the UR preliminary development plan and design guidelines.

3. A full deviation to section 88-420-06-A, Loading Ratios, to remove the required number of loading and unloading spaces.

4. A full deviation to section 88-323-02-A.5, Boulevard and Parkway Standards, to allow delivery and service access along a façade that are visible from a boulevard.

5. A deviation to section 88-323-02-D.2, Boulevard and Parkway Landscaping and Screening, in the amount of 11 feet to allow fences 15 feet in height.

6. A full deviation to section 88-323-02-C.3, Boulevard and Parkway Structured Parking Standards, to allow vehicular access to parking structures from Boulevards, as shown on the preliminary development plan.

Section D. That the Council finds and declares that before taking any action on the proposed amendment and development plan hereinabove, all public notices and hearings required by the Zoning and Development Code have been given and had.

..end

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I hereby certify that as required by Chapter 88, Code of Ordinances, the foregoing ordinance was duly advertised and public hearings were held.

__________________________________

Sara Copeland, FAICP
Secretary, City Plan Commission

Approved as to form:

__________________________________

Sarah Baxter
Senior Associate City Attorney

# NO

# DOCKET

# MEMO PROVIDED

# FOR

# 260705

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260706

ORDINANCE NO. 260706

Sponsor: Councilmember Melissa Robinson

Authorizing the City Manager to execute an amendment to the Community Investment Agreement and Escrow Agreement with Community Builders of Kansas City, a Missouri Nonprofit Corporation, to provide for a one-time release of $525,000.00 to pay the cost of City infrastructure supportive of the Overlook Tax Increment Financing Redevelopment Area and the Offices at Overlook Planned Industrial Expansion Authority General Development Plan Area.

WHEREAS, since the early 1930s, the East Side of Kansas City, Missouri, has suffered from blight and economic disinvestment; and

WHEREAS, for decades, the City Council of Kansas City, Missouri, has adopted policies and approved resolutions and ordinances intended to support, prioritize and incentivize East Side development and redevelopment, to confront and ameliorate such substantial, longstanding economic disinvestment and blight conditions; and

WHEREAS, in support of its longstanding commitment to the City's East Side, on March 21, 2024, the City, pursuant to Committee Substitutue for Ordinance No. 230977, authorized a Community Investment Agreement (the "Community Investment Agreement") with Community Builders of Kansas City,; and

WHEREAS, the Community Investment Agreement contemplates, among other things, the City's deposit of an annual contribution to a restricted escrow account (the "Escrow"), to be maintained at a balance of $1,600,000.00, with the City's annual contribution being the difference between $1,600,000.00 and the actual balance and not to exceed $1,600,000.00, to be used by Community Builders to satisfy debt service obligations related to the Offices at Overlook; and

WHEREAS, the City deposited $1,600,000.00 into the Escrow on June 30, 2025; and

WHEREAS, Community Builders is nearing completion of the Offices at Overlook in accordance with the Overlook Tax Increment Financing Plan and the Offices at Overlook Planned Industrial Expansion Authority General Development Plan; and

WHEREAS, Project costs related to the relocation and reconstruction of a City sanitary sewer line, in the amount of $525,000.00 (the "City Infrastructure Cost"), remain outstanding; and

WHEREAS, the City and Community Builders desire to amend the Community Investment Agreement solely to allow the City Infrastructure Cost to be paid from monies on deposit in the Escrow established and authorized by the Community Investment Agreement; and

WHEREAS, the amendment of the Community Investment Agreement to provide for the payment of the City Infrastructure Cost is reasonable and in furtherance of a substantial public purpose; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is authorized to negotiate and execute an amendment to the Community Investment Agreement with Community Builders, to authorize the one-time release of an amount not to exceed $525,000.00 from the Escrow to Community Builders, to be used solely by Community Builders to pay the City Infrastructure Cost, the final form of the amendment to the Community Investment Agreement shall be in a form reasonably acceptable to the City Manager.

..end

Approved as to form:

Abigail Judah
Associate City Attorney

# NO

# DOCKET

# MEMO PROVIDED

# FOR

# 260706

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260707

ORDINANCE NO. 260707

Sponsor: Councilmember Melissa Robinson

Authorizing the City Manager to execute Amendment No. 2 to the 2026-2027 Transit Services Agreement with the Kansas City Area Transportation Authority to increase the contract in the amount of $11,000,000.00 to maintain transit service levels, for a total contract amount not to exceed $97,278,976.00; appropriating $11,000,000.00 from the Unappropriated Fund Balance of the _______ Fund; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, Ordinance No. 260402 authorized the City Manager to execute an agreement not to exceed $85,578,976.00 with the Kansas City Area Transportation Authority ("KCATA") to provide transit services for the City of Kansas City between May 1, 2026, and April 30, 2027; and

WHEREAS, Committee Substitute for Ordinance No. 260619 authorized the City Manager to execute Amendment No. 1 to the 2026-2027 Transit Services Agreement, increasing the total contract to an amount not to exceed $86,278,976.00; and

WHEREAS, additional funding is necessary to maintain existing transit service levels for the residents of Kansas City through the remainder of the fiscal year ending on April 30, 2027; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to execute Amendment 2 to the 2026-2027 Transit Services Agreement with the Kansas City Area Transportation Authority to increase the contract in the amount of $11,000,000.00 for a total contract amount not to exceed $97,278,976.00.

Section 2. That the sum of $11,000,000.00 is hereby appropriated from the Unappropriated Fund Balance of the ____ Fund to the following account:

| | | |
|---|---|---|
| 27-___-692000-F | KCATA - Operations | $11,000,000.00 |

Section 3. That the Director of Public Works is hereby designated as requisitioning authority for Account No. ____-692000-F.

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

..end

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

______________________________
Brenton Siverly
Director of Finance

Approved as to form:

______________________________
Andrew Bonkowski
Assistant City Attorney

# NO

# DOCKET

# MEMO PROVIDED

# FOR

# 260707

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260617

RESOLUTION NO. 260617

Sponsor: Councilmember Nathan Willett

**RESOLUTION** - Directing the City Manager to collaborate with area school districts, nonprofit organizations, educational institutions, philanthropic partners, and private sector employers to evaluate the feasibility of reestablishing the Exchange City educational program for Kansas City-area students and to report recommendations to the City Council.

WHEREAS, from 1980 through the mid-2010s, Exchange City served tens of thousands of Kansas City-area fifth-grade students through an immersive educational experience designed to teach municipal government, economics, entrepreneurship, financial literacy, and civic responsibility; and

WHEREAS, Exchange City provided students with the opportunity to operate a simulated city by serving as elected officials, judges, police officers, bankers, business owners, factory workers, journalists, broadcasters, and other community leaders while learning firsthand how local government and the private sector work together; and

WHEREAS, participating students learned practical life skills including budgeting, banking, writing checks, paying taxes, managing loans, interviewing for jobs, operating businesses, and understanding the responsibilities of citizenship through hands-on, experiential learning; and

WHEREAS, Exchange City became one of the Kansas City region's most beloved educational traditions, welcoming students from throughout the metropolitan area and inspiring generations of young people to better understand the importance of public service, entrepreneurship, and civic engagement; and

WHEREAS, the program concluded in the mid-2010s following the expiration of its facility lease and declining philanthropic and educational funding during and after the Great Recession, rather than because of diminished educational value or community support; and

WHEREAS, recent public interest and widespread community nostalgia demonstrate that Exchange City remains a meaningful part of Kansas City's educational legacy, with many former participants crediting the program for fostering leadership, career interests, financial responsibility, and civic awareness; and

WHEREAS, restoring a modern version of Exchange City would provide students with valuable exposure to municipal government, workforce development, financial literacy, entrepreneurship, and the broad range of careers available in both the public and private sectors while strengthening partnerships among local governments, schools, nonprofit organizations, and the business community; and

WHEREAS, Kansas City has long demonstrated a commitment to preparing young people for future success through innovative educational partnerships and civic engagement initiatives; and

WHEREAS, the City Council wishes to revitalize the Exchange City program to inspire future generations of civic leaders, entrepreneurs, first responders, public servants, and business professionals while strengthening financial literacy, workforce readiness, and civic education throughout the Kansas City region; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. The City Manager is hereby directed to convene and collaborate with interested metropolitan school districts, charter schools, private schools, nonprofit organizations, higher education institutions, civic organizations, philanthropic foundations, chambers of commerce, workforce development organizations, and private sector employers to evaluate the feasibility of reestablishing an Exchange City-style educational program serving Kansas City-area students.

Section 2. The City Manager shall explore potential public-private partnerships, available facilities, operational models, funding opportunities, sponsorships, curriculum development, and governance structures necessary to establish a sustainable regional program.

Section 3. The City Manager is encouraged to engage former Exchange City organizers, educators, alumni participants, and organizations currently providing similar experiential learning opportunities to identify best practices and opportunities for collaboration.

Section 4. Within 180 days of the adoption of this Resolution, the City Manager shall provide the City Council with a report outlining findings, potential partners, estimated costs, funding opportunities, recommended next steps, and any actions necessary to facilitate the development of a renewed Exchange City program for the Kansas City metropolitan area.

..end

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260617
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

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

## Executive Summary

Directing the City Manager to collaborate with area school districts, nonprofit organizations, educational institutions, philanthropic partners, and private sector employers to evaluate the feasibility of reestablishing the Exchange City educational program for Kansas City-area students and to report recommendations to the City Council.

## Discussion

From 1980 through the mid-2010s, Exchange City served tens of thousands of Kansas City-area fifth-grade students through an immersive educational experience designed to teach municipal government, economics, entrepreneurship, financial literacy, and civic responsibility. Exchange City provided students with the opportunity to operate a simulated city by serving as elected officials, judges, police officers, bankers, business owners, factory workers, journalists, broadcasters, and other community leaders while learning firsthand how local government and the private sector work together. Participating students learned practical life skills including budgeting, banking, writing checks, paying taxes, managing loans, interviewing for jobs, operating businesses, and understanding the responsibilities of citizenship through hands-on, experiential learning. Exchange City became one of the Kansas City region's most beloved educational traditions, welcoming students from throughout the metropolitan area and inspiring generations of young people to better understand the importance of public service, entrepreneurship, and civic engagement. The program concluded in the mid-2010s following the expiration of its facility lease and declining philanthropic and educational funding during and after the Great Recession, rather than because of diminished educational value or community support. Recent public interest and widespread community nostalgia demonstrate that Exchange City remains a meaningful part of Kansas City's educational legacy, with many former participants crediting the program for fostering leadership, career interests, financial responsibility, and civic awareness. Restoring a modern version of Exchange City would provide students with valuable exposure to municipal government, workforce development, financial literacy, entrepreneurship, and the broad range of careers available in both the public and private sectors while strengthening partnerships among local governments, schools, nonprofit organizations, and the business community. Kansas City has long demonstrated a commitment to preparing young people for future success through innovative educational partnerships and civic engagement initiatives. The City Council wishes to revitalize the Exchange City program to inspire future generations of civic leaders, entrepreneurs, first responders, public servants, and business professionals while strengthening financial literacy, workforce readiness, and civic education throughout the Kansas City region.

## Fiscal Impact

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

2. What is the funding source?
   undetermined

3. How does the legislation affect the current fiscal year?
   To be determined

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

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 legislation does not appropriate funds

# Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan]

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

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

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

# Prior Legislation

none

# Service Level Impacts

none

# Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

3. How does this legislation contribute to a sustainable Kansas City?
   Prepare children for the future

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260663

ORDINANCE NO. 260663

Sponsor: Mayor Quinton Lucas

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

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

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

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

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

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

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

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

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

..end

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Approved as to form:

____________________________

Nelson V. Munoz
Deputy City Attorney

# City of Kansas City, Missouri

## Docket Memo

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

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

## Executive Summary

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

## Discussion

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

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

# Fiscal Impact

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

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

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

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

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

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

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

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

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

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

# Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

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

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

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

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

## Prior Legislation

n/a

## Service Level Impacts

unknown

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260664

ORDINANCE NO. 260664

Sponsor: Mayor Quinton Lucas

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

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

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

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

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

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

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

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

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

..end

Approved as to form:

Nelson V. Munoz
Deputy City Attorney

COMPARED VERSION
COMMITTEE SUBSTITUTE TO ORIGINAL ORDINANCE

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 220664

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

TRACT 1: Intentionally omitted

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

TRACT 3: All that part of Lot 4, lying Westerly of the right of way of the Kansas City Southern Railroad, of the Subdivision of Sechrest Estate, according to the recorded plat thereof made a part of the Commissioner's Report in Cause No. 2482, Mary Amanda Talley, et al. v. William Zimmerman, in the Circuit Court of Jackson County, Missouri, at Independence, of record in the Recorder's Office at Kansas City in Book B-1405 at page 171 as Document No. 846683, situate in Kansas City, Jackson County, Missouri. Less and except: The north 70 feet of the following described land: Beginning 786 feet north and 209.09 feet east of the southwest corner of said Lot 4; thence East 209.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 209.09 feet; thence South 534.89 feet to the point of beginning, being the same land conveyed to the City of Kansas City, Missouri for park purposes by Deed recorded as Document No. K-1060221 in Book K-2338 at page 1784. Also less and except: The South 200 feet of the North 270 feet of the following described: Beginning 786 feet north and 239.09 feet east of the southwest corner of said Lot 4; thence East 179.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 179.09 feet; thence South 534.89 feet to the point of beginning, being the same land conveyed to the City of Kansas City, Missouri for park purposes by Deed recorded as Document No. K-1112959 in Book K-2484 at page 1118. Also less and except: The North 70 feet of the following described land: Beginning 786 feet north of southwest corner of said Lot 4; thence East 209.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 209.09 feet; thence South 534.89 feet to the Point of Beginning, being the same land conveyed to the City of Kansas City, Missouri for park purposes by Deed recorded as Document No. K-1112960 in Book K-2484 at page 1122. Also less and except: The North three hundred seventy-five (375) feet of the at part of Lot Four, lying Westerly of the right of way of the Kansas City Southern Railroad, of the subdivision if Sechrest Estate, according to the recorded plat thereof, made a part of Commissioner's Report in Cause No. 24821, Mary Amanda Talley, et al. v. William Zimmerman, in the Circuit Court of Jackson County, Missouri, at Independence, of record in the Recorder's Office at Kansas City in Book B-1405 at page 171 as Document No. 846683, situated in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point seven hundred eighty six (786) feet north of the southwest corner of said (Lot) Four (4); thence east four hundred eighteen and eighteen hundredths (418.18) feet to the true point of beginning; thence east one hundred sixty nine and fifteen hundredths (169.15) feet more or less to the west right of way of the Kansas City Southern Railroad; thence northeasterly along said right of way line five hundred thirty seven and thirteen hundredths (537.13) feet more or less to the north line of said Lot Four (4); thence west along said north line of said Lot Four (4) two hundred and twenty (220) feet more or less to the northeast corner of Schumacher Park; thence southerly along the east boundary line of Schumacher Park and its prolongation five hundred thirty-four and eight-one hundredths (534.81) feet more or less to the point of beginning.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~32~~31. Aerial fire apparatus access roads shall be provided for any building that is 30 feet in height or greater. Aerial fire apparatus roads are a minimum 26 feet wide, at least 15 feet away from the building but not more than 30 feet from the structure. (IFC-2018 § D105).

~~33~~32. The developer shall be responsible for dedication of parkland, private open space in lieu of parkland, or payment of cash-in-lieu of either form of dedication, or any combination thereof in accordance with 88-408. Should the developer choose to pay cash-in-lieu of dedicating all or a portion of the required area, the amount due shall be based upon the (2022) acquisition rate of ($64,220.18) per acre. This requirement shall be satisfied prior to recording the final plat or a certificate of occupancy, whichever is applicable to the project.

~~34~~33. The developer shall submit a streetscape plan with street tree planting plan per 88-425-03 for approval by the Parks and Recreation Department's Forestry Division prior to beginning work in the public right-of-way along E. 93rd Street and Bannister Road.

~~35~~34. A parks permit shall be obtained for any work/trail connection in Schumacher Park.

~~36~~35. The developer shall ensure that water and fire service lines should meet current Water Services Department rules and regulations prior to a certificate of occupancy.

~~37~~36. The developer shall have a water flow test done to ensure there is adequate water pressure to serve the development.

~~38~~37. A full flow fire meter will be required when the fire protection service line serves more than one building, or combination service lines 6 inches and larger, or that have private fire hydrants connected to them.

~~39~~38. The developer shall submit water main extension drawings for the proposed public main along Bannister Road between Belmont and White Avenues. Plans shall be prepared by a registered professional engineer in Missouri and submitted to the water main extension desk for review, acceptance and contracts per the Kansas City Water rules and regulations for water main extensions and relocations.

A copy of said UR development plan and preliminary plat is on file in the office of the City Clerk with this ordinance and made a part hereof.

Section C. That the Council finds and declares that before taking any action on the proposed amendment hereinabove, all public notices and hearings required by the Zoning Ordinance have been given and had.

---

I hereby certify that as required by Chapter 88, Code of Ordinances, the foregoing ordinance was duly advertised and public hearings were held.

______________________________

Secretary, City Plan Commission

Approved as to form and legality:

Sarah Baxter
Senior Associate City Attorney

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 220664

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

TRACT 1: Intentionally omitted

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

TRACT 3: All that part of Lot 4, lying Westerly of the right of way of the Kansas City Southern Railroad, of the Subdivision of Sechrest Estate, according to the recorded plat thereof made a part of the Commissioner's Report in Cause No. 2482, Mary Amanda Talley, et al. v. William Zimmerman, in the Circuit Court of Jackson County, Missouri, at Independence, of record in the Recorder's Office at Kansas City in Book B-1405 at page 171 as Document No. 846683, situate in Kansas City, Jackson County, Missouri. Less and except: The north 70 feet of the following described land: Beginning 786 feet north and 209.09 feet east of the southwest corner of said Lot 4; thence East 209.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 209.09 feet; thence South 534.89 feet to the point of beginning, being the same land conveyed to the City of Kansas City, Missouri for park purposes by Deed recorded as Document No. K-1060221 in Book K-2338 at page 1784. Also less and except: The South 200 feet of the North 270 feet of the following described: Beginning 786 feet north and 239.09 feet east of the southwest corner of said Lot 4; thence East 179.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 179.09 feet; thence South 534.89 feet to the point of beginning, being the same land conveyed to the City of Kansas City, Missouri for park purposes by Deed recorded as Document No. K-1112959 in Book K-2484 at page 1118. Also less and except: The North 70 feet of the following described land: Beginning 786 feet north of southwest corner of said Lot 4; thence East 209.09 feet; thence North 534.81 feet to the north line of said Lot 4; thence West 209.09 feet; thence South 534.89 feet to the Point of Beginning, being the same land conveyed to the City of Kansas City, Missouri for park purposes by Deed recorded as Document No. K-1112960 in Book K-2484 at page 1122. Also less and except: The North three hundred seventy-five (375) feet of the at part of Lot Four, lying Westerly of the right of way of the Kansas City Southern Railroad, of the subdivision if Sechrest Estate, according to the recorded plat thereof, made a part of Commissioner's Report in Cause No. 24821, Mary Amanda Talley, et al. v. William Zimmerman, in the Circuit Court of Jackson County, Missouri, at Independence, of record in the Recorder's Office at Kansas City in Book B-1405 at page 171 as Document No. 846683, situated in Kansas City, Jackson County, Missouri, described as follows: Beginning at a point seven hundred eighty six (786) feet north of the southwest corner of said (Lot) Four (4); thence east four hundred eighteen and eighteen hundredths (418.18) feet to the true point of beginning; thence east one hundred sixty nine and fifteen hundredths (169.15) feet more or less to the west right of way of the Kansas City Southern Railroad; thence northeasterly along said right of way line five hundred thirty seven and thirteen hundredths (537.13) feet more or less to the north line of said Lot Four (4); thence west along said north line of said Lot Four (4) two hundred and twenty (220) feet more or less to the northeast corner of Schumacher Park; thence southerly along the east boundary line of Schumacher Park and its prolongation five hundred thirty-four and eight-one hundredths (534.81) feet more or less to the point of beginning.

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

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

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

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

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

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

2. The developer shall submit an affidavit, completed by a landscape architect licensed in the State of Missouri, verifying that all landscaping required of the approved plan has been installed in accordance with the plan and is healthy prior to a certificate of occupancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

31. Aerial fire apparatus access roads shall be provided for any building that is 30 feet in height or greater. Aerial fire apparatus roads are a minimum 26 feet wide, at least 15 feet away from the building but not more than 30 feet from the structure. (IFC-2018 § D105).

32. The developer shall be responsible for dedication of parkland, private open space in lieu of parkland, or payment of cash-in-lieu of either form of dedication, or any combination thereof in accordance with 88-408. Should the developer choose to pay cash-in-lieu of dedicating all or a portion of the required area, the amount due shall be based upon the (2022) acquisition rate of ($64,220.18) per acre. This requirement shall be satisfied prior to recording the final plat or a certificate of occupancy, whichever is applicable to the project.

33. The developer shall submit a streetscape plan with street tree planting plan per 88-425-03 for approval by the Parks and Recreation Department's Forestry Division prior to beginning work in the public right-of-way along E. 93rd Street and Bannister Road.

34. A parks permit shall be obtained for any work/trail connection in Schumacher Park.

35. The developer shall ensure that water and fire service lines should meet current Water Services Department rules and regulations prior to a certificate of occupancy.

36. The developer shall have a water flow test done to ensure there is adequate water pressure to serve the development.

37. A full flow fire meter will be required when the fire protection service line serves more than one building, or combination service lines 6 inches and larger, or that have private fire hydrants connected to them.

38. The developer shall submit water main extension drawings for the proposed public main along Bannister Road between Belmont and White Avenues. Plans shall be prepared by a registered professional engineer in Missouri and submitted to the water main extension desk for review, acceptance and contracts per the Kansas City Water rules and regulations for water main extensions and relocations.

A copy of said UR development plan and preliminary plat is on file in the office of the City Clerk with this ordinance and made a part hereof.

Section C. That the Council finds and declares that before taking any action on the proposed amendment hereinabove, all public notices and hearings required by the Zoning Ordinance have been given and had.

---

I hereby certify that as required by Chapter 88, Code of Ordinances, the foregoing ordinance was duly advertised and public hearings were held.

Secretary, City Plan Commission

Approved as to form and legality:

Sarah Baxter

SEAL OF KANSAS CITY MISSOURI 1850

Authenticated as Passed

Quinton Lucas, Mayor

Marilyn Sanders, City Clerk

AUG 18 2022

Date Passed

Senior Associate City Attorney

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260664
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

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

## Executive Summary

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

## Discussion

The City will submit to FIFA and relevant organizations a Host City Vision which solidifies our commitment to the principles that guide this global competition. The official Host City selection process is highly competitive and considers various factors such as city profile, stadiums, training facilities, local transportation, hotels, airports, and other infrastructure.

In order to be selected as a Host City, the City is required to submit an offer to FIFA in a Host City Agreement assenting to provisions and terms of the agreement. The 2031 FIFA World Cup activities may include, in addition to competition games, a Fan Fest to be held in Kansas City, and other related events. In connection with FIFA Women's World Cup 2031, the City will need to provide services, including police, fire, traffic, EMS and sanitation services, and transportation services to support the games and the related events and activities. The Council believes that the financial and other benefits to be obtained by the City greatly exceed the anticipated costs of providing City services for the 2031 FIFA World Cup and related events.

## Fiscal Impact

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

2. What is the funding source?
   This legislation does not appropriate funds.

3. How does the legislation affect the current fiscal year?
   This legislation does not appropriate funds.

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

It requires planning for including budgeted funds in FY29 and FY30.

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

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

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

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

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

**Additional Discussion (if needed)**
This legislation does not appropriate funds. It requires planning for including budget in FY29 and FY30.

## Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

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

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

   ☒ Develop strategies focusing on areas traditionally underserved by economic development and redevelopment efforts.
   ☐ Ensure quality, lasting development throughout the City; and continuing to grow the economy and the population of Kansas City in all areas.
   ☐ Increase and support local workforce development and small and locally owned businesses.

☐ Create a more efficient, solutions-oriented environment, making it easier to operate within the City.
☒ Implement an economic development and tourism strategy to attract major investment and visitors.
☐

## Prior Legislation

n/a

## Service Level Impacts

To be determined

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260665

ORDINANCE NO. 260665

Sponsor: Mayor Quinton Lucas

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

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

WHEREAS, in order to be selected as a Host City, in addition to the Host City Agreement, the City is required to submit an offer in an Airport Agreement for KCI to be used in connection to the FIFA Women's World Cup 2031; and

WHEREAS, hosting games for the FIFA Women's World Cup 2031 and the related activities will result in a world-wide focus upon Kansas City; and

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to negotiate and execute an Airport Agreement for use of KCI, MKC, and ancillary services for the FIFA Women's World Cup 2031 and related events. The City Manager is authorized to modify the agreement to meet any Federal Aviation Administration requirements.

Section 2. That the Council hereby expresses its intent to provide the necessary funds to provide services at KCI to support the FIFA Women's World Cup 2031 games that will be played in Kansas City and all related events and activities.

Section 3. That the Council hereby directs the City Manager to include, in the submitted budget for fiscal years 2028-29 and 2029-30, the necessary funding to provide services at KCI, MKC, and all other related contractual obligations contained in the Airport Agreement to support the FIFA Women's World Cup 2031 games that will be played in Kansas City and all related events and activities.

..end

Approved as to form:

Nelson V. Munoz
Deputy City Attorney

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260665
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

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

## Executive Summary

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

## Discussion

The official Host City selection process is highly competitive and considers various factors such as city profile, airport, stadiums, training facilities, local transportation, hotels, and other infrastructure. In order to be selected as a Host City, in addition to the Host City Agreement, the City is required to submit an offer in an Airport Agreement for KCI to be used in connection to the FIFA Women's World Cup 2031. Hosting games for the FIFA Women's World Cup 2031 and the related activities will result in a world-wide focus upon Kansas City.

The Council believes that the financial and other benefits to be obtained by the City greatly exceed the anticipated costs of providing services at KCI for the FIFA Women's World Cup 2031 and related events.

## Fiscal Impact

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

2. What is the funding source?
   This legislation does not appropriate funds.

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

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   Unknown

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

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

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

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

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

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

## Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

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

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

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

☐

## Prior Legislation

n/a

## Service Level Impacts

To be determined

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

   Click or tap here to enter text.

Click or tap here to enter text.

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260688

ORDINANCE NO. 260688

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

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

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

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

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

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

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

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

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

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

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Approved as to form:

________________________________
Julian Langenkamp
Associate City Attorney

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260688
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

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

## Executive Summary

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

## Discussion

The City of Kansas City has operated its Minority and Women Business Enterprise Program since 1981. The Supreme Court of the United States, in City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989) ("Croson"), requires local governments to make an empirical assessment to determine whether past discriminatory practices have contributed to the underutilization of M/WBEs in the provision of goods and services.

Since the Croson decision, the City has worked with consultants to undertake disparity studies at various times to assess the utilization of M/WBEs on City contracts and subcontracts as well as the M/WBE Program's compliance with the constitutional standards established by Croson and subsequent caselaw. In September 2024 the City contracted with Griffin & Strong, PC ("Griffin & Strong") to conduct a Disparity Study on behalf of the City to determine whether M/WBEs are utilized on the City's prime contracts and subcontracts at the level they are available in the Kansas City MO-KS Metropolitan Statistical Area ("KC MSA").

Griffin & Strong completed the disparity study in early May 2026, and the findings were presented to City Council in May 2026. Griffin & Strong included with its 2026 Disparity Study recommendations for changes or amendments to the City's M/WBE Program.

## 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?
   N/A

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   N/A

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

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

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

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

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

**Additional Discussion (if needed)**
No account string included to be verified

## Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

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

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

   ☒ Ensure City Government is responsive, representative, engaged, and transparent; particularly when faced with unforeseen challenges.

☐ Operate an efficient City government workforce through effective employee recruitment, development, retention, and engagement.
☐ Present a realistic view of financial indicators for improved communications on impact to the City.
☐
☐
☐

## Prior Legislation

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

## Service Level Impacts

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

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260689

ORDINANCE NO. 260689

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

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

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

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

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

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

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

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

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

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

---

Approved as to form:

Julian Langenkamp
Associate City Attorney

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260689
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

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

## Executive Summary

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

## Discussion

The City of Kansas City has operated its Minority and Women Business Enterprise Program since 1981. The Supreme Court of the United States, in City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989) ("Croson"), requires local governments to make an empirical assessment to determine whether past discriminatory practices have contributed to the underutilization of M/WBEs in the provision of goods and services.

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

In September 2024 the City contracted with Griffin & Strong, PC ("Griffin & Strong") to conduct a Disparity Study on behalf of the City to determine whether M/WBEs are utilized on the City's prime contracts and subcontracts at the level they are available in the Kansas City MO-KS Metropolitan Statistical Area ("KC MSA"). Griffin & Strong completed the disparity study in early May 2026, and the findings were presented to City Council in May 2026. Griffin & Strong included with its 2026 Disparity Study recommendations for changes or amendments to the City's M/WBE Program.

## 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?
   N/A

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   N/A

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

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

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

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

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

**Additional Discussion (if needed)**
No Account string included to be verified.

## Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan]

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

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

   ☒ Ensure City Government is responsive, representative, engaged, and transparent; particularly when faced with unforeseen challenges.
   ☐ Operate an efficient City government workforce through effective employee recruitment, development, retention, and engagement.

☐ Present a realistic view of financial indicators for improved communications on impact to the City.
☐
☐
☐

## Prior Legislation

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

## Service Level Impacts

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

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260689
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

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

## Executive Summary

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

## Discussion

The City of Kansas City has operated its Minority and Women Business Enterprise Program since 1981. The Supreme Court of the United States, in City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989) ("Croson"), requires local governments to make an empirical assessment to determine whether past discriminatory practices have contributed to the underutilization of M/WBEs in the provision of goods and services.

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

In September 2024 the City contracted with Griffin & Strong, PC ("Griffin & Strong") to conduct a Disparity Study on behalf of the City to determine whether M/WBEs are utilized on the City's prime contracts and subcontracts at the level they are available in the Kansas City MO-KS Metropolitan Statistical Area ("KC MSA"). Griffin & Strong completed the disparity study in early May 2026, and the findings were presented to City Council in May 2026. Griffin & Strong included with its 2026 Disparity Study recommendations for changes or amendments to the City's M/WBE Program.

## 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?
   N/A

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   N/A

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

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

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

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

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

**Additional Discussion (if needed)**
No Account string included to be verified.

## Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan]

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

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

   ☒ Ensure City Government is responsive, representative, engaged, and transparent; particularly when faced with unforeseen challenges.
   ☐ Operate an efficient City government workforce through effective employee recruitment, development, retention, and engagement.

☐ Present a realistic view of financial indicators for improved communications on impact to the City.
☐
☐
☐

## Prior Legislation

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

## Service Level Impacts

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

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260690

ORDINANCE NO. 260690

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

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

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

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

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

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

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

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

Approved as to form:

Julian Langenkamp
Associate City Attorney

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260690
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

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

## Executive Summary

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

## Discussion

The City of Kansas City has operated its Minority and Women Business Enterprise Program since 1981. The Supreme Court of the United States, in City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989) ("Croson"), requires local governments to make an empirical assessment to determine whether past discriminatory practices have contributed to the underutilization of M/WBEs in the provision of goods and services.

Since the Croson decision, the City has worked with consultants to undertake disparity studies at various times to assess the utilization of M/WBEs on City contracts and subcontracts as well as the M/WBE Program's compliance with the constitutional standards established by Croson and subsequent caselaw. In September 2024 the City contracted with Griffin & Strong, PC ("Griffin & Strong") to conduct a Disparity Study on behalf of the City to determine whether M/WBEs are utilized on the City's prime contracts and subcontracts at the level they are available in the Kansas City MO-KS Metropolitan Statistical Area ("KC MSA").

Griffin & Strong completed the disparity study in early May 2026, and the findings were presented to City Council in May 2026. Griffin & Strong recommended that the City transition to a race- and gender-neutral small business program.

## 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?
   N/A

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   N/A

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

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

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

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

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

**Additional Discussion (if needed)**
No Account string included to be verified.

## Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

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

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

   ☒ Ensure City Government is responsive, representative, engaged, and transparent; particularly when faced with unforeseen challenges.
   ☐ Operate an efficient City government workforce through effective employee recruitment, development, retention, and engagement.

☐ Present a realistic view of financial indicators for improved communications on impact to the City.
☐
☐
☐

## Prior Legislation

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

## Service Level Impacts

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

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

**File #:** 260691

ORDINANCE NO. 260691

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

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

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

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

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

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

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

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

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

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

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Approved as to form:

________________________________
Julian Langenkamp
Associate City Attorney

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260691
Submitted Department/Preparer: City Manager's Office
Revised 01/30/25

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

## Executive Summary

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

## Discussion

The City of Kansas City has operated its Minority and Women Business Enterprise Program since 1981. The Supreme Court of the United States, in City of Richmond v. J.A. Croson Co., 488 U.S. 469 (1989) ("Croson"), requires local governments to make an empirical assessment to determine whether past discriminatory practices have contributed to the underutilization of M/WBEs in the provision of goods and services.

Since the Croson decision, the City has worked with consultants to undertake disparity studies at various times to assess the utilization of M/WBEs on City contracts and subcontracts as well as the M/WBE Program's compliance with the constitutional standards established by Croson and subsequent caselaw. In September 2024 the City contracted with Griffin & Strong, PC ("Griffin & Strong") to conduct a Disparity Study on behalf of the City to determine whether M/WBEs are utilized on the City's prime contracts and subcontracts at the level they are available in the Kansas City MO-KS Metropolitan Statistical Area ("KC MSA").

Griffin & Strong completed the disparity study in early May 2026, and the findings were presented to City Council in May 2026. Griffin & Strong recommended that the City transition to a race- and gender-neutral small business program.

# 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?
   N/A

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   N/A

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

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

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

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

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

**Additional Discussion (if needed)**
No Account string included to be verified.

# Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan]

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

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

   ☒ Ensure City Government is responsive, representative, engaged, and transparent; particularly when faced with unforeseen challenges.

☐ Operate an efficient City government workforce through effective employee recruitment, development, retention, and engagement.
☐ Present a realistic view of financial indicators for improved communications on impact to the City.
☐
☐
☐

## Prior Legislation

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

## Service Level Impacts

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

## Staff Recommendation

Click or tap here to enter department.

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

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

Click or tap here to provide reasoning.

## Other Impacts

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

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

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

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

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

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

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

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

   No(Press tab after selecting)

   Click or tap here to enter text.

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

414 E. 12th Street
Kansas City, MO
64106

**File #:** 260692

ORDINANCE NO. 260692

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

An ordinance enacting the small business program.

**Sec 3-421 Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(17) *Contract:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. Is at least 51 percent owned, managed, and independently controlled by one or more economically disadvantaged persons; and
b. Has a real and substantial presence in the Kansas City metropolitan area as defined by section 3-461(c) and

c. Meets the business size standards for the scopes of work performed by the firm imposed by 13 CFR 121.201 as subsequently amended and this division; and

d. Performs a commercially useful function; and

e. Is certified by the civil rights and equal opportunity department.

f. Whose economically disadvantaged owner or owners who collectively hold at least 51% ownership interest in the firm's personal net worth (as defined in this section) is equal to or less than the permissible personal net worth amount determined by the U.S. Department of Transportation to be applicable to its DBE/SBE programs. Only persons meeting each of the above criteria shall be deemed an LSBE for purposes of this division

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

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

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

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

a. Except as set forth in subsection b, an individual's personal net worth also includes any assets which that individual has transferred to an immediate family member, to a trust a beneficiary of which is the individual or an immediate family member, or to the certified LBE/LSBE/EBE or applicant firm for less than fair market value, within two years prior to an application for certification as an LBE/LSBE/EBE or within two years of submission of the firm's annual affidavit, unless the individual can demonstrate that the transfer is to or on behalf of an immediate family member for that family member's education, medical expenses, or some other form of essential support.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. LBE/LSBE Program:

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

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

(c) Each contractor or developer with whom the city or an incentive agency enters into a contract for which goals have been set shall either:

(1) Meet or exceed the goals set for that contract; or

(2) Make and provide evidence of good faith efforts to achieve the goals and request a waiver of the contract goals, which waiver shall be granted in the event the contractor or developer has demonstrated that it has made a good faith effort to meet or exceed the goals.

2. EBE Contracts:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) City departments and incentive agencies shall encourage eligible businesses to:

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

(e) City departments and incentive agencies shall make reasonable efforts to:

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

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

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

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

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

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

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

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

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

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

(6) The potential dollar amount of the contract.

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

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

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

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

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

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

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

(1) Names and addresses of each qualified LBE/LSBE/EBE that will participate in the contract; and

(2) The work to be performed by each qualified LBE/LSBE, and the amounts each is to be paid for such work.

(c) Bid shopping is prohibited.

(d) At the time of submission of the CUP, the bidder, proposer, contractor or developer, shall also provide to the director, and the incentive agency for incentive projects, a letter of intent signed by each LBE/LSBE/EBE included in the CUP and by the bidder, proposer, contractor or developer. The director must approve or reject the CUP within 30 calendar days of receiving the CUP.

(e) Prior to an incentive agency providing tax incentives to a developer, including the issuance of a tax abatement certificate or the payment or reimbursement of redevelopment project costs, the developer shall have provided to the incentive agency and the incentive agency shall have incorporated within the incentive agency contract a CUP for construction services and professional services that has been approved or deemed approved by the director or the board, as applicable, or in the event a CUP has not been approved or deemed approved by the director or the board, then the incentive agency or city department shall incorporate within the incentive agency contract a CUP which provides for goals established pursuant to section 3-431.

(f) Predevelopment (Place holder)

**Sec. 3-434. - Reserved. - Proposed Retainage Section**

(a) Do not count the participation of a LBE/LSBE/EBE subcontractor toward a contractor's final compliance with its obligations until the contractor has paid the LBE/LSBE/EBE the full amount being counted.
Based on 49 CFR 26.55(h) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the contractor has paid the DBE the amount being counted.

**Sec. 3-435. - Determining contract participation credit for LBE/LSBE/EBEs.**

(a) The following contract amounts shall be credited toward achieving the goals:

(1) The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified LBE/LSBE/EBE, except as otherwise expressly provided for herein.

(2) The total contract dollar amount that a prime contractor that is a certified LBE/LSBE performed itself.

(3) Sixty percent of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified LBE/LSBE/EBE.

(4) Forty percent of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified LBE/LSBE/EBE who is acting as a broker on the transaction.

(5) Ten percent of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified LBE/LSBE/EBE.

(6) One hundred percent of the total dollar amount paid or to be paid by a prime contractor to a manufacturer or fabricator of construction supplies who is a certified LBE/LSBE/EBE.

(7) Subcontractor participation with a lower tier LBE/LSBE/EBE subcontractor by the subcontractor using one of the above methods of participation.

(8) EBE certified firms are permitted to participate as subcontractors on projects with LBE/LSBE goals.

(b) Notwithstanding any other provision of this section, no credit toward achieving the goals on an individual contract shall be given for:

(1) Participation in a contract by any qualified LBE/LSBE/EBE that does not perform a commercially useful function. The prime contractor shall have the burden of proving that an LBE/LSBE/EBE is performing a commercially useful function.

(2) Any portion of the value of the contract that an LBE/LSBE/EBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified LBE/LSBE/EBE.

(3) Materials and supplies used on the contract unless the LBE/LSBE/EBE is responsible for negotiating price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself.

(4) Work performed by an LBE/LSBE/EBE in a scope of work other than that in which the LBE/LSBE/EBE is currently certified.

(c) In order to be credited towards the LBE/LSBE/EBE goals on a particular solicitation for a particular scope of work, the applicable LBE/LSBE/EBE shall be certified by the date on which the CUP is due.

(d) All prime contractors on a city or incentive agency contract or development agreement are to report names, address, scope of work, contract value of each subcontractor retained by them or other subcontractors for the project and the amount paid to each respective subcontractor.

(e) Joint ventures and mentor-protégé participation for credit will be based on the work performed by the certified LBE/LSBE/EBE.

**Sec. 3-436. - Reserved.**

**Sec. 3-437. - Waiver of LBE/LSBE goals.**

(a) When a request for waiver has been filed on a city contract, the director may grant a full or partial waiver of contract goals when the director has determined a bidder or proposer has not met the goals despite its good faith efforts, as defined in section 3-441. When a request for waiver been filed on an incentive agency contract, the director and incentive agency shall make a mutual determination as to whether the developer or its prime contractor has made good faith efforts, as defined in section 3-441 to meet the contract goals, and to the extent the director and incentive agency fail to mutually agree within 30 calendar days, the applicable board as determined by sections 3-449 and 3-451 shall determine whether good faith efforts were exerted and its determination shall be final, and upon such determination that the developer or its prime contractor has made good faith efforts with respect to such request for waiver, the request for waiver shall be deemed approved by the director. The process for such determination shall be as described in sections 3-450 and 3-453.

(b) Notwithstanding any other provision of this division, the city council may waive the requirements of this article and award a city contract to a lowest and best bidder or a best proposer if the council created by the city determines it is in the best interests of the city. Moreover, the city council or any city incentive agency may waive the requirements of this division and authorize a city incentive, as defined in Sec. 3-623(a)(3), if the council or any city incentive agency determines it is in the best interests of the city. If the request for waiver comes to any city incentive agency, the incentive agency shall inform the director no less than 30 days before considering the request for waiver. The director shall then make a written recommendation regarding the request for waiver to the city incentive agency for its consideration. The director shall provide a copy of their recommendation to the city manager and the members of the city council.

(c) Each city incentive agency shall annually, on or before May 1st, report in writing to the city manager on the number of waivers the city incentive agency has granted pursuant to subsection (b). The report shall identify each project for which a waiver was granted, along with a description of the incentive provided to the project.

**Sec. 3-438. - Reserved.**

**Sec. 3-439. - Joint venture and mentor-protégé programs.**

(a) *The joint venture relationship.* The department shall encourage voluntary establishment of joint ventures on all request for proposals (RFP) and requests for qualifications (RFQ). Joint ventures have the potential to create prime contracting opportunities for businesses that include LBE/LSBE/EBEs on eligible projects.

(1) A written joint venture agreement must be completed by all parties to the joint venture and executed before a notary public, which clearly delineates the rights and responsibilities of each member or partner, complies with any requirements of the department, as set forth in RFP or RFQ documents, and provides that the joint venture shall continue for the duration of the project. The department shall review joint venture agreements prior to the award of a contract to determine whether the partners, in fact, share a mutual interest in the operation and success or failure of the joint venture. The department may consider:

a. The initial capital investment of each joint venture partner; and
b. The proportional allocation of profits and losses to each venture partner, at least 40 percent of which must be allocated to the LBE/LSBE/EBE partners; and
c. The partners rights to management, control, and ownership; and
d. Whether the partners maintain a joint checking account; and
e. The method of and responsibility for accounting; and
f. The method by which disputes are resolved; and

g. Any additional or further information required by the director or department as set forth in the request for qualifications or proposal documents or otherwise.

(2) The joint venture, and each member of the joint venture, shall provide the department access to review all records pertaining to joint venture agreements before and after the award of a contract in order to reasonably assess compliance with this division.

(3) The failure of any joint venture partner to comply with this section shall render the joint venture agreement invalid and subject the joint venture partners to any or all of the penalties contained in section 3-465.

(b) *The mentor/protégé certification.* Mentor/protégé certifications are voluntary and designed to provide LBE/LSBE/EBE firms with advice, technical assistance and/or training. The program is not intended to remove the responsibility of the economically disadvantaged owner(s) from the actual day-to-day management of their firm. The mentor/protégé team shall perform work as designated by the mentor within its relevant scope of work, provided however that the mentor cannot be responsible for the management of the LBE/LSBE/EBE firm and the mentor and the LBE/LSBE/EBE must remain separate and independent business entities.

(1) Mentor companies shall require approval by the department to participate in the program; protégé companies must meet the certification requirements of section 3-461 to participate in the program.

(2) The mentor/protégé relationship must be established by a written agreement, completed by both parties to the relationship, and executed before a notary public. This agreement shall clearly delineate the rights and responsibilities of the mentor/protégé.

(3) The department shall review the mentor/protégé agreement for compliance with this section prior to certifying a mentor/protégé relationship.

(4) The mentor/protégé relationship shall exist at least three years, but no more than five years as agreed to by the mentor/protégé team with approval by the department. Both the mentor and protégé can terminate the relationship at any time for any reason and must notify the director of the termination in writing.

(5) A mentor may utilize multiple protégés on a city contract but may have no more than three protégés at any one time, each of which shall be mentored in different commercially useful functions.

(6) A protégé is limited to two mentor/protégé relationships as a participant in the LBE/LSBE/EBE program, and each relationship must be with a different mentor.

(7) During the term of the mentor/protégé certification, the mentor and protégé businesses must each provide to the department a quarterly summary of the mentor skills provided to the protégé, which shall include:

a. The time spent between mentor and protégé business in furtherance of the mentor/protégé relationship; and
b. The nature and extent of managerial, technical, financial and/or bonding assistance provided; and
c. A summary and explanation of any projects bid on or undertaken by the mentor-protégé team in the private sector or for a governmental entity other than the city; and
d. Any additional or further information required by the department or incentive agency as set forth in bid documents or otherwise.

(8) Assistance the mentor may provide the protégé includes, but is not limited to, the following:

a. Extending financial assistance, in the forms of time notes, loans and stock purchases; and
b. Providing technical advice, including cost accounting, estimating, training, plan interpretation, business management, loan packaging, financial counseling, and advice relevant to the success of the particular type of business concern; and
c. Providing equipment and personnel for specific and limited purposes, provided that the equipment and personnel are clearly identified through lease agreements and personnel records, and the protégé exercise the necessary control of personnel and equipment within the normal course of business practice regardless of how the personnel and equipment are acquired; and
d. Providing bonding by either bonding or guaranteeing the bonding on a project-by-project basis, provided that the mentor and protégé create a development plan that includes provisions for ensuring that the protégé acquires the ability to independently bond its projects; and
e. Providing office space, clerical assistance, and other assistance at below market rates.

(9) The following practices within the mentor/protégé relationship are prohibited:

a. A mentor requiring, or a protégé voluntarily entering, an agreement with the mentor to have an exclusive bidding agreement; and
b. Subcontracting arrangements created to artificially inflate LBE/LSBE participation; and

c. Formal or informal agreements that unreasonably limit the protégés control or management of its company; and

d. A mentor entering into any agreement on behalf of the protégé; and

e. An employer/employee relationship between the mentor and protégé at any time during the term of the mentor/protégé relationship.

(10) *Termination of the mentor/protégé relationship.* Either party to the mentor/protégé relationship may terminate the relationship at will. The department may terminate the mentor/protégé relationship for good cause shown. At the end of the certification, the mentor shall no longer provide the protégé with any assistance and a protégés acceptance of such assistance shall result in the protégé not meeting the eligibility requirements for LBE/LSBE/EBE certification.

(11) *Mentor/protégé business thresholds.*

a. Notwithstanding anything to the contrary herein, a mentor's business with a protégé shall not exceed the following amounts:

1. End of year 1: 80 percent of the protégé's gross receipts;
2. End of year 2: 70 percent of the protégé's gross receipts;
3. End of year 3: 60 percent of the protégé's gross receipts;
4. End of year 4: 50 percent of the protégé's gross receipts;
5. End of year 5: 50 percent of the protégé's gross receipts; unless the director approves a waiver for good cause or the protégé does not exceed the limitation applicable to the previous year.

b. If the protégé is in its second mentor/protégé relationship, a mentor's business with a protégé shall not exceed the following amounts:

1. End of year 1:50 percent of the protégé's gross receipts;
2. End of year 2: 50 percent of the protégé's gross receipts;
3. End of year 3: 40 percent of the protégé's gross receipts;
4. End of year 4: 30 percent of the protégé's gross receipts;
5. End of year 5:30 percent of the protégé's gross receipts.

**Sec. 3-440. - Reserved.**

**Sec. 3-441. - Standards to determine good faith efforts.**

(a) Good faith efforts are efforts that, given all relevant circumstances, a bidder, proposer, contractor, or developer actively and aggressively demonstrates in attempting to meet the prescribed goals. Good faith efforts must be demonstrated to be meaningful and not merely formalistic compliance. Notwithstanding the foregoing or anything in this division to the contrary, to the extent a bidder, proposer, contractor or developer, as applicable, has performed the following, the bidder, proposer, contractor or developer, as applicable, shall be presumptively determined to be in compliance with this section and only determined not to be in compliance upon a clear and convincing showing of an affirmative act or omission that is intentionally contrary to the spirit of this division:

(1) Advertised for at least 15 calendar days prior to the bid or proposal due date opportunities to participate in the contract in general circulation media, trade and professional association publications, small business media, and publications of small business organizations which are included in a list along with their contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by the department no less than every three months, and such 15 calendar days shall be deemed sufficient time to allow LBE/LSBE/EBE firms to participate effectively. Each advertisement shall contain the information required by subsection 3-441(a)(9); and

(2) Sent written notices at least 15 calendar days prior to the bid or proposal due date containing the information required by subsection 3-441(a)(9), by certified mail, e-mail or other electronic means, to at least 80 percent of the small business organizations which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by the department no less than every three months, and such 15 calendar days shall be deemed sufficient time to allow LBE/LSBE/EBE firms to participate effectively; and

(3) Sent written notices, containing the information required by subsection 3-441(a)(9), by certified mail, e-mail or other electronic means, to at least 80 percent of LBE/LSBE/EBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the Contract at least 15 calendar days prior to the bid or proposal due date and such 15 calendar days shall be deemed sufficient time to allow them to participate effectively; and

(4) Attempted to identify portions of the work for qualified LBE/LSBE/EBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available LBE/LSBE/EBEs appearing on the directory; and

(5) At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in writing in achieving the LBE/LSBE goals from the director and acted on the director's recommendations; and

(6) Conferred with certified LBE/LSBE/EBEs which inquired about or responded to the bid solicitation and explained to such LBE/LSBE/EBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified LBE/LSBE/EBEs in the particular

scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten or 80% of additional certified LBE/LSBE/EBEs in the particular scopes listed on the directory and offer to confer with such LBE/LSBE/EBEs for such particular scope of work and request such LBE/LSBE/EBEs to submit a proposal; and

(7) Attempted to negotiate in good faith with certified LBE/LSBE/EBEs which responded to the bid solicitation or those certified LBE/LSBE/EBEs that were conferred with as contemplated by section 3-441(a)(6), and other qualified LBE/LSBE/EBEs, at the option of the bidder, proposer, contractor or developer, as applicable, to perform specific subcontracts, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, contractor or developer; in the event an LBE/LSBE/EBE is the low bid, but rejected as unqualified, the bidder, proposer, contractor or developer and the director or board, as applicable, shall provide sound reasons for rejecting such LBE/LSBE/EBE; and

(8) Attended pre-bid meetings when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, contractor or developer, as applicable or by the director provided the director provides written direction to the bidder, proposer, contractor or developer at the time the goals are recommended by the director pursuant to section 3-431 to provide for a pre-bid meeting(s); and

(9) Written notices and advertisements to be provided pursuant to (1), (2) and (3) above shall include the following information:

a. The bid due date;
b. The name of the project;
c. The address or general location of the project;
d. The location of plans and specifications for viewing;
e. Contact information of the prime contractor or developer, as applicable;
f. A general description of the scopes of work that are the subject of the solicitation;
g. The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
h. If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;

i. The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, contractor or developer as of the bid solicitation; and

j. Any other information deemed relevant by the bidder, proposer, contractor or developer, as applicable, or the director to the extent the director provides written direction to the bidder, proposer, contractor or developer of such additional information at the time the goals are recommended by the director pursuant to section 3-431.

k. In the event the bidder, proposer, contractor or developer amends the scopes previously bid or decides to further open bids, and determines that further notice is necessary, the time for giving notices as provided in (1), (2) and (3) above shall be deemed sufficient if given seven business days in advance of the applicable updated bid due; and

(10) For city construction contracts only, within five business days after drawing the bid specifications, sent certified letters, verifiable e-mails or proof of facsimiles to qualified LBE/LSBE/EBEs listed on the LBE/LSBE/EBE/SBE/DBE Kansas City, MO Online Directory.

(b) Good faith efforts analysis may be performed (1) in the event a CUP is rejected, (2) a request for modification is rejected, or (3) as of the completion of the project, if the bidder, proposer, contractor or developer is not able to meet the goals following the approval of a CUP or request for modification. In the event of one of the foregoing events, a bidder, proposer, or developer or its prime contractor shall submit documentation of its good faith efforts when requested by the city or incentive agency.

(c) Good faith efforts shall be made prior to submission of the contractor utilization plan to the director; provided however efforts made to increase participation of LBE/LSBE/EBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.

(d) For incentive projects, the director shall submit to the relevant incentive agency, his or her initial findings of good faith prior to sending the final good faith efforts finding to the developer and as soon as practicable thereafter the director and incentive agency shall mutually agree as to whether good faith efforts were exerted prior to submitting a final determination to the developer. To the extent the director and incentive agency fail to agree within 30 calendar days, the applicable board as determined by sections 3-449 and 3-451 shall determine whether good faith efforts were exerted and the board's determination shall be final. The process for such determination shall be as described in sections 3-450 and 3-453 (remove?).

(e) Notwithstanding anything herein to the contrary, to the extent the proposer, bidder, contractor or developer or its prime contractor has not met each of the criteria set forth in section 3-441(a) for a presumptive determination that the bidder, proposer, contractor, developer, or its prime contractor has exerted good faith efforts, the director, incentive agency or applicable board, nonetheless, may determine, given all relevant circumstances, that good faith efforts were exerted by the proposer, bidder, contractor, developer or its prime contractor. To the extent good faith efforts are determined with respect to the contractor utilization plan, modification or waiver submitted by a bidder, proposer, or developer or its prime contractor, such contractor utilization plan, modification or waiver, shall be deemed approved by the director and the applicable waiver granted (remove?).

**Sec. 3-442. - Reserved.**

**Sec. 3-443. - Modification or substitution.**

(a) A bidder, proposer, contractor, or developer shall not make any modification or substitution with regard to an approved contractor utilization plan unless the modification or substitution has first been requested of the director and approved. For city contracts after bid or proposal opening or after a contract is awarded, the director may approve substitutions of other qualified LBE/LSBE/EBEs for those listed in the contractor utilization plan or approve modifications of the amount of participation listed in the contractor utilization plan, if the director determines or, in the case of incentive projects, the applicable incentive agency and the director mutually determine, except in the event the incentive agency and director fail to mutually agree, in which case the applicable board as determined by sections 3-449 and 3-451 determines that the bidder, proposer, contractor, or developer made and provided evidence of good faith efforts to substitute the listed LBE/LSBE/EBE with other qualified MBE/WBEs for the listed scope of work or any other scope of work in the project, finds that the bidder, proposer, or contractor has not attempted intentionally to evade the requirements of this division and it is in the best interests of the city and the applicable incentive agency to allow a modification or substitution, and also finds one of the following:

(1) The listed LBE/LSBE/EBE is non-responsive or cannot perform; or

(2) The listed LBE/LSBE/EBE has increased its previously quoted price to the bidder, proposer, contractor, or developer without a corresponding change in the scope of the work; or

(3) The listed LBE/LSBE/EBE has committed a material default or breach of its contract with the contractor or developer; or

(4) Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or

(5) The listed LBE/LSBE/EBE is unacceptable to the contracting department, department must provide written explanation/justification of unacceptability; or

(6) The listed LBE/LSBE/EBE thereafter had its certification revoked.
The process for such determination by the applicable board in those circumstances in which the director and applicable incentive agency fail to mutually agree on an incentive project shall be as described in sections 3-450 and 3-453.

(b) If there is an increase in the quantity of the scope of work performed by an LBE/LSBE/EBE, contractor or developer shall make good faith efforts to use such LBE/LSBE/EBE for the increased work. If extra work not within the general scope of the contract and in excess of $400,000.00 is required, the director shall assign LBE/LSBE goals for the extra work, if appropriate, and the contractor or director shall make good faith efforts under the circumstances to achieve the goal.

(c) Bid shopping is prohibited.

(d) For incentive projects, the director shall submit to the relevant incentive agency, his or her initial determination of whether a modification or substitution is appropriate to the developer and as soon as practicable thereafter the director and the incentive agency shall mutually agree as to whether a modification or substitution is appropriate prior to submitting final determination to the developer; provided, however, to the extent the incentive agency and director fail to agree within 30 calendar days, the applicable board determined by sections 3-449 and 3-451 shall determine good faith efforts and the board's determination shall be final. The process for such determination shall be as described in sections 3-450 and 3-453.

**Sec. 3-444. - Reserved.**

**Sec. 3-445. - Contract award process.**

(a) Whenever a bidder or proposer has submitted a bid or proposal that is not in material compliance with the requirements of this division, the contracting department or incentive agency shall reject the bid or proposal unless the goals are waived pursuant to section 3-437.

(b) If, after a contract is awarded, it is determined that a solicitation or award is in violation of this division, the contractor or developer may continue performance if the department director makes a written determination that it is in the best interests of the city, without prejudice to any other legal remedies available to it under the contract.

**Sec. 3-446. - Reserved.**

**Sec. 3-447. - Liquidated damages.**

(a) All city and incentive agency contracts which contain goals shall contain a provision which provides for liquidated damages in the event the contractor or developer fails to achieve the LBE/LSBE participation specified in the contractor utilization plan as finally approved by the director or the goals established pursuant to 3-431, whichever is lower, and fails to exert good faith efforts, as determined by the director or, in the case of incentive projects, the mutual determination of the director and the applicable incentive agency; except in the event the director and incentive agency fail to mutually agree, in which event, the determination of the applicable board determined by sections 3-449 and 3-451. The process for such determination shall be as described in sections 3-450 and 3-453.

(b) The amount of liquidated damages for city contracts shall be in an amount as determined by the director. For incentive agency contracts, the director and incentive agency shall jointly agree on the amount of liquidated damages and may jointly agree to a remedy alternative to liquidated damages which promotes the goals of the city's LBE/LSBE program. For incentive agency contracts, should the incentive agency and director fail to come to an agreement on the amount of the liquidated damages or a remedy alternative to liquidated damages, the applicable board's determination (pursuant to sections 3-449 and 3-451) of liquidated damages or other alternate remedy under the incentive agency contract shall be final. The process for such determination shall be as described in sections 3-450 and 3-453.

(c) The liquidated damages may not exceed the difference between the monetary amount of the LBE/LSBE participation finally approved, and as may be modified or waived, in accordance with this division, and the amount actually paid to certified LBE/LSBE/EBEs appearing on a CUP or modification approved by the director, unless waived pursuant to section 3-437. In determining the amount actually paid to qualified LBE/LSBE/EBEs, no credit shall be given for that portion of the LBE/LSBE participation that was not approved in accordance with the provisions of section 3-435, provided however that the director, director and incentive agency, or board, as appropriate may allow credit if they determine, in their sole discretion, that the contractor or developer acted in good faith. Notwithstanding the foregoing, in the event the CUP anticipated that the contractor or developer would exceed the goals established prior to the submission of the CUP, the liquidated damages may not exceed the difference between the monetary amount of the LBE/LSBE participation pursuant to such goals established prior to the submission of the CUP and the amount actually paid to LBE/LSBE/EBEs.

**Sec. 3-448. - Reserved.**

**Sec. 3-449. -** T

**Sec. 3-450. -**

**Sec. 3-451. - Appeals board.**

(a) *Establishment and authority.* There is hereby established the appeals board. The board's authority is limited to city bids, proposals and contracts, and those incentive projects, in which the estimated cost thereof is more than $400,000.00. The board's authority is limited to making determinations as to whether good faith efforts have been made and the assessment and amount of liquidated damages on incentive agency projects when the applicable agency and the director fail to mutually agree, and hearing and investigating appeals set forth in section 3-453 hereof arising from city bids, proposals and contracts under its jurisdiction. The board is also authorized, pursuant to sections 3-453 and 3-622, to hear appeals regarding penalties imposed by the director for failure to pay prevailing wage or otherwise engaging in wage theft.

(b) *Board composition.* The board shall be composed of three members and one alternates appointed by the city manager as follows:
(1) One standing member to form the board on an ongoing basis; and
(2) One standing member appointed from the City's Law Department; and
(2) One rotating member related to the industry of the contractor or subcontractor; and
(9) One alternate from the community at large; and
(10) The Chairperson shall be selected by the panel to serve a term pursuant to section 3-451(c)

(c) *Term.* The terms of all board members shall be for a period of four years.

(d) *Alternates.* In the event a board member is unable to attend a meeting of the board or has a conflict of interest with regard to a particular contract or issue, the alternate shall temporarily serve in such member's stead.

(e) *Ineligibility.* The following persons are ineligible to serve on the board:
(1) Members of the city council; and
(2) (3) Nonresidents of the city.

(f) *Conflict of interest.* In the event a board member has a conflict of interest in a contract or issue that comes before the board, the member shall be temporarily replaced by the alternate. In the event an alternate has a conflict of interest in a bid, contract or issue that comes before the board, the alternate shall recuse himself. In the event both the board member and alternate are both unable to serve, the city manager shall appoint an alternate to serve specific to that issue before the board.

(g) *Quorum.* Three members of the board shall constitute a minimum quorum.

**Sec. 3-452. - Reserved.**

**Sec. 3-453. - Responsibilities of the appeals board.**

(a) Any bidder or proposer on a city project having a contract for which the estimated cost thereof is more than $400,000.00 may, prior to award of the contract (except in the case of a substitution, which shall necessarily occur after the award of a contract), appeal to the board any determination by the director concerning the following issues:
(1) Waiver of the individual contract goals pursuant to section 3-437(a); or

(2) Substitution of an LBE/LSBE/EBE listed on a contractor utilization plan pursuant to section 3-441; or
(3) Substitution of an LBE/LSBE/EBE listed on a contractor utilization plan pursuant to section 3-443; or
(4) Modification of the percentage of the participation on a contractor utilization plan pursuant to section 3-443.

(b) Any contractor having a contract for which the estimated cost thereof is more than $400,000.00 may prior to the award of a contract (except in the case of a substitution, which shall necessarily occur after the award of a contract) appeal to the board any determination by the director concerning the following issues:
(1) LBE/LSBE/EBE contract credit towards meeting the percentage of LBE/LSBE/EBE participation identified in the contractor utilization plan; or
(2) Substitution of an LBE/LSBE/EBE listed on a contractor utilization plan pursuant to section 3-443; or
(3) Modification of the percentage of participation on a contractor utilization plan pursuant to section 3-443; or
(4) The assessment or amount of liquidated damages.

(c) Any entity subject to a penalty for failure to pay prevailing wage or otherwise engaging in wage theft pursuant to section 3-622 may appeal to the board any such determination by the director.

(d) Appeals shall be made to the board by filing with the director within 10 calendar days after notice of the director's determination through a written request for review by the board, stating the grounds of such appeal with specificity. The director shall promptly forward a copy of any appeal to the chairperson and members of the board.

(e) To the extent a bidder, proposer, or contractor is notified that any determination made by the director is final and appealable to the board, and such bidder, proposer, or contractor fails to file an appeal of such final determination within 10 calendar days of such final determination, such failure to file a timely appeal shall constitute a waiver of the right of a bidder, proposer, or contractor to appeal the director's determination and such person shall be estopped to deny the validity of any determination which could have been timely appealed.

(f) Authority of board.
(1) The board shall have authority to decide appeals, and may reverse, affirm, or modify determinations of the director pursuant to section 3-453(a) (b), and (c). The board shall have the power to inquire into all the facts and circumstances of appeals within its jurisdiction and may hold hearings for such purpose. The board shall not hold hearings to inquire into those matters which the board, upon recommendation by the city attorney or

their designee, deems to be frivolous and without merit and whose determination shall be final.

(2) Except for those appeals which are found to be frivolous in accordance with section 3-453(f)(1), the board shall hold a hearing within 30 calendar days of the date of filing of a timely appeal. The failure to hold a hearing or determine an appeal frivolous within the prescribed time shall result in the director's determination being overturned without further action, unless the delay was requested or caused by the party filing the appeal. Continuations shall be submitted in writing to the director and shall be limited to one 10-day continuation.

(3) The board shall issue a written report of its decision within 14 calendar days from the conclusion of the hearing. The board’s decision shall be final for all purposes. Notwithstanding the foregoing, the city council shall retain the right to waive any provision of this article in accordance with section 3-437(b).

(g) In the event an appeal is pending before the board and the project is presented to the city council for consideration prior to the board's issuance of its decision, the city council shall be notified by including in the fact sheet notification that there is an appeal pending before the board. The city council may elect to delay award of the project until after the board issues its decision.

(h) For incentive agency projects, when the applicable incentive agency and the director are unable to reach a mutual determination within 30 days, the board shall have the authority to make determinations as to whether good faith efforts have been made and on the assessments and amount of liquidated damages, pursuant to sections 3-437, 3-441, 3-443, and 3-447. The board shall have the power to inquire into all the facts and circumstances and hold hearings for such purpose. When agreement cannot be reached after the requisite 30 days, the director or applicable agency shall notify the board of such disagreement within five days. Upon notification by the director or applicable agency, the board shall hold a hearing within 30 calendar days. The board shall issue its determination as to whether good faith efforts have been made within 14 calendar days from the conclusion of the hearing and its decision shall be final for all purposes. Notwithstanding the foregoing, the city council shall retain the right to waive any provision of this section.

**Sec. 3-454. - Reserved.**

**Sec. 3-455. - Procedures for construction contracts.**

The following shall apply to construction contracts in which the estimated cost thereof is more than $400,000.00:

(1) Bid submissions. Bidders shall submit an affidavit of intended utilization with their bids.

(2) Forty-eight hour submissions. Bidders on city contracts shall submit the following within 48 hours after bid opening:

a. A contractor utilization plan in conformance with section 3-433 hereof; and

b. Confirmation of subcontractor participation or letters of intent to subcontract; and

c. Good faith efforts documentation pursuant to subsections 3-437 and 3-441 if the bidder failed to meet or exceed the goals.

(3) Timely submission of the contractor utilization plan is a material element of the submission. The director is authorized to extend the 48-hour deadline for confirmation of participation or letters of intent to subcontract but not the deadline for submission of the contractor utilization plan.

(4) The apparent successful bidder shall submit documentation of good faith efforts made prior to 48 hours after bid opening when requested by the city or the incentive agency.

(5) A notarized affidavit certifying actual LBE/LSBE/EBE participation in the contract, including the names of such LBE/LSBE/EBEs and the participation amount, and a certification that all LBE/LSBE/EBE subcontractors and other subcontractor have been paid must be submitted by the contractor prior to the city's release of retainage under the contract. Partial release of retainage for subcontractors whose work is completed may be approved with the submission of a notarized affidavit certifying that their work under the contract is complete.

(6) Any increase in the amount of LBE/LSBE/EBE participation after submission of the contractor utilization plan shall not count toward meeting the contract goals, unless otherwise permitted under section 3-443 hereof.

(7) Bid shopping is prohibited.

**Sec. 3-456. - Procedures for incentive agency agreements.**

For incentive projects, the incentive agency shall require that the CUP be approved prior to granting the applicable incentive. If the incentive project is bid in phases, the developer(s) shall submit an estimated timetable for additional phases. The director shall approve or reject the CUP within 30 calendar days of receiving the same and, if rejected, provide a written explanation for such rejection. If the director fails to reach a decision within 30 calendar days of receiving the CUP, the CUP will be deemed approved by the director or in the event a CUP has not been approved or deemed approved by the director then the incentive agency shall incorporate within the incentive agency contract a contractor utilization plan which provides for goals established pursuant to section 3-431.

**Sec. 3-457. - Procedures for all other contracts.**

The following procedures shall apply to all contracts not covered by section 3-455 and 3-456, and for which goals have been established:

(1) For contracts awarded pursuant to competitive bidding, bidders shall submit an affidavit of intended utilization with their bid. Within 48 hours after bid opening, they shall submit the following additional documentation:
   a. A contractor utilization plan in conformance with section 3-433 hereof; and
   b. Confirmation of subcontractor participation or letters of intent to subcontract for each certified LBE/LSBE/EBE firm utilized; and
   c. Good faith efforts documentation pursuant to subsections 3-437 and 3-441 if the bidder failed to meet or exceed the goals.

(2) For contracts awarded pursuant to requests for proposals, proposers shall submit an affidavit of intended utilization with their proposal. Prior to the award of any contract, they shall submit the following additional documentation:
   a. A contractor utilization plan in conformance with section 3-433 hereof; and
   b. Confirmation of subcontractor participation or letters of intent to subcontract for each certified LBE/LSBE/EBE firm utilized; and
   c. Good faith efforts documentation pursuant to subsections 3-437 and 3-441 if the bidder failed to meet or exceed the goals.

(3) Timely submission of the contractor utilization plan is a material element of the bid or proposal submission. The director is authorized to extend the 48-hour deadline for the confirmation of participation or letters of intent to subcontract but not the deadline for submission of the contractor utilization plan. However, for contracts for the award of grant funds or contracts for the sale of real property, the director may waive the requirements of subsection (1) or (2), provided that the contract requires that all documentation be submitted and approved prior to the city reimbursing or paying any funds under the contract.

(4) Documentation of good faith efforts shall be submitted when requested by the city or an incentive agency.

(5) Any increase in the amount of LBE/LSBE/EBE participation after submission of the contractor utilization plan shall not count toward meeting the contract goals, unless otherwise permitted under section 3-443 hereof.

**LBE Contracting Incentives**

**1. LBE (Large) Contracts**

   a. LBE Incentives are applicable on City and Agency contracts estimated at $25 million and over. The incentives have been established to encourage the utilization of LBE/LSBE/EBE firms on these large contracts and to allow LBE firms who are approaching or who have entered the 3-year Graduation period continuing opportunities to participate on these large projects.

b. LBEs, LSBEs and EBEs are eligible to participate on LBE contracts.

i. Prime contractors on LBE contracts can receive a credit of 0.25% for each EBE included on the CUP. The total credit will serve to increase the participation toward the goal percentage established for the project.

**Sec. 3-458. – Required reporting for city departments.**

City departments engaging in contracting shall provide any and all information required by the director in a format prescribed by the director in such intervals are the director may determine, including but not limited to the following:

(a) Contract awards;
(b) Contractor utilization plans;
(c) Contract amendments;
(d) Contract change orders;
(e) Requests for modification or substitution;
(f) Partial releases of retainage;
(g) Contract renewals;
(h) Contract closeouts.

**Sec. 3-459. - Required reporting for contractors and developers.**

All contractors and developers with a contractor utilization plan shall provide any and all information required by the director in a format prescribed by the director in such intervals as the director may determine.

**Sec. 3-461. - Certification and appeals.**

(a) To ensure that this article benefits only LBE/LSBE/EBEs that are owned and controlled by bona fide economically disadvantaged owners, the director shall certify LBE/LSBE/EBEs and joint ventures who wish to participate in the program. Any person not certified by the civil rights and equal opportunity department shall not be regarded as an LBE/LSBE/EBE or joint venture under this division.

(b) Each entity seeking certification as an LBE/LSBE/EBE must demonstrate by written documentation or affidavit that it's owner's (or each individual owner who collectively holds at least 51% ownership interest in the firm) personal net worth is equal to or less than the permissible amount determined by 49 CFR 26.68. Entities seeking certification as an LBE/LSBE/EBE shall submit all information or documentation requested by the city's civil rights and equal opportunity department in determining whether the entity complies with this subsection.

(c) Each person that seeks certification as an LBE/ LSBE/EBE in the Kansas City metropolitan area must demonstrate the business enterprise has a real and substantial presence. Any business enterprise shall be deemed to have a real and substantial presence in the Kansas City metropolitan area if:

(1) The firm's principal office or place of business is in the Kansas City metropolitan area; and

(2) The firm maintains full-time employees in one or more of the firm's offices within the Kansas City metropolitan area to conduct or solicit business in the Kansas City metropolitan Area the majority of their working time; and

(3) The firm has transacted business more than once in the Kansas City metropolitan area within the last three years; and

(4) The firm's principal office or place of business has been in existence in the Kansas City metropolitan area at least six months prior to application for participation in the LBE/LSBE /EBE program.

(d) All applicants and certified businesses shall be subject to an audit by the director at any time. An applicant's or certified business' refusal to facilitate an audit shall be grounds for denial of its certification application or revocation of its certification.

(e) All applicants and certified businesses shall be required to demonstrate and prove that the business has the skill and expertise to perform as a subcontractor in the particular area of work for which it is requesting listing or is listed on the LBE/LSBE/EBE/DBE/SBE Kansas City Online Directory.

(f) All applicants and certified businesses shall submit such information or documentation as may be required by the director in connection with its certification as an LBE/LSBE/EBE, including, but not limited to current licenses and federal, state and local tax returns and schedules (business and personal) for all owners holding an ownership interest in the firm of 5% or more, and all other forms that are required to be included with or attached to the return at the time of filing. Failure to submit such information or documentation shall result in the denial of its certification application or revocation of its certification.

(g) A certification application may be withdrawn by an applicant without prejudice at any time prior to a final determination. All applications and documentation submitted to support an application will not be returned to the applicant.

(h) Burden of proof in the certification process. The firm seeking certification has the burden of demonstrating to the director, by a preponderance of the evidence, that it meets all the requirements for certification. The director shall make determinations concerning whether individuals and firms have met their burden of demonstrating economically disadvantaged status, business size, expertise, commercially useful function, ownership, management, independence and control by considering all the facts in the record, viewed as a whole.

(i) Business size determinations. To be an LBE/LSBE,/EBE a firm (including its affiliates as defined by 13 CFR 121.103) must be an existing and currently functioning small business. The director shall apply the SBA business size standard(s) found in 13 CFR 121.201 and as amended as of the date of application and appropriate to the type(s) of work the firm seeks to perform.

1. LBE Certification: Firms with 3-year (or 5-year) average gross receipts of over $10,000,000 and meeting the SBA size standards for the scopes of work performed by the firm. Firms currently in the 3-year Graduation Period are exempt from the requirement to meet the SBA size standards for the scopes of work performed for the duration of the Graduation Period.

2. LSBE Certification: Firms with 3-year (or 5-year) average gross receipts of less than $10,000,000 and meeting the SBA size standards for the scopes of work performed by the firm.

3. EBE Certification: Firms with 3-year (or 5-year) average gross receipts of less than five (5) percent of the SBA size standard for NAICS 236220).

4. EBE-WSDEPS Certification; Firms with 3-year (or 5-year) average gross receipts under $9,000,000 and meeting the SBA size standards for the scopes of work performed.

(l) Determination of ownership. In determining whether the economically disadvantaged participants in a firm own the firm, the director shall consider all the facts in the record, viewed as a whole.

(2) To be an LBE/ LSBE,/ EBE, a firm must be at least 51 percent owned by one or more economically disadvantaged individuals, reflected as follows:

a. In the case of a corporation, such individuals must own at least 51 percent of each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding.

b. In the case of a partnership, 51 percent of each class of partnership interest must be owned by economically disadvantaged individuals. Such ownership must be reflected in the firm's partnership agreement.

c. In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by the economically disadvantaged individuals.

(3) The firm's ownership by economically disadvantaged owner(s) must be real, substantial, and continuing, going beyond pro forma ownership of the firm as reflected in ownership documents. The economically disadvantaged owner(s) must enjoy the customary incidents of ownership and share in the risks and profits

commensurate with their ownership interests, as demonstrated by the substance, not merely the form, of arrangements.

(4) All securities that constitute ownership of a firm shall be held directly by the economically disadvantaged owner(s). Except as provided in this subsection (3), no securities or assets held in trust, or by any guardian for a minor, are considered as held by economically disadvantaged individual(s) in determining the ownership of a firm. However, securities or assets held in trust are regarded as held by an economically disadvantaged individual(s) for purposes of determining ownership of the firm, if:

a. The beneficial owner of securities or assets held in trust is an economically disadvantaged individual, and the trustee is the same or another such individual; or

b. The beneficial owner of a trust is an economically disadvantaged individual who, rather than the trustee, exercises effective control over the management, policy-making, and daily operational activities of the firm. Assets held in a revocable living trust may be counted only in the situation where the same economically disadvantaged individual is the sole grantor, beneficiary, and trustee.

(5) The contributions of capital or expertise by the economically disadvantaged owner or owners to acquire their ownership interests must be real and substantial. Examples of insufficient contributions include a promise to contribute capital, an unsecured note payable to the firm or an owner who is not an economically disadvantaged individual, or mere participation in a firm's activities as an employee. Debt instruments from financial institutions or other organizations that lend funds in the normal course of their business do not render a firm ineligible, even if the debtor's ownership interest is security for the loan.

(6) In situations where expertise is relied upon as part of an economically disadvantaged owner's contribution to acquire ownership:

a. The owner's expertise must be:

1. In a specialized field; and
2. In areas critical to the firm's operations; and
3. Indispensable to the firm's potential success; and
4. Specific to the type of work the firm performs; and
5. Documented in the records of the firm. These records must clearly show the contribution of expertise and its value to the firm.

b. The individual whose expertise is relied upon must have a significant financial investment in the firm.

(7) The director shall always deem as held by an economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual:

a. As the result of a final property settlement or court order in a divorce or legal separation, provided that no term or condition of the agreement or divorce decree is inconsistent with this section; or

b. Through inheritance, or otherwise because of the death of the former owner.

(8) Presumptions regarding interests obtained without consideration:

a. The director shall presume as not being held by an economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual as the result of a gift, or transfer without adequate consideration, from any non-economically disadvantaged individual or non-LBE/LSBE/EBE/EBE-WSDEPS firm who is:

1. Involved in the same firm for which the individual is seeking certification, or an affiliate of that firm; or

2. Involved in the same or a similar line of business; or

3. Engaged in an ongoing business relationship with the firm, or an affiliate of the firm, for which the individual is seeking certification.

b. To overcome this presumption and permit the interests or assets to be counted, the economically disadvantaged individual must demonstrate to the director, by clear and convincing evidence, that:

1. The gift or transfer to the economically disadvantaged individual was made for reasons other than obtaining certification as an LBE/LSBE/EBE; and

2. The economically disadvantaged individual actually controls the management, policy, and operations of the firm, notwithstanding the continuing participation of non-economically disadvantaged individuals or non- LBE/LSBE/EBE; firm who provided the gift or transfer.

(9) The director shall apply the following rules in situations in which marital assets form a basis for ownership of a firm:

a. When marital assets (other than the assets of the business in question), held jointly or as community property by both spouses, are used to acquire the ownership interest asserted by one spouse, the director shall deem the ownership interest in the firm to have been acquired by that spouse with his or her own individual resources, provided that the other spouse irrevocably renounces and transfers all rights in the ownership interest in the manner sanctioned by the laws of the state in which either spouse or the firm is domiciled. The director shall not count a greater portion of joint or community property assets toward ownership than state law would recognize as belonging to the economically disadvantaged owner of the applicant firm.

b. A copy of the document legally transferring and renouncing the other spouse's rights in the jointly owned or community assets used to acquire an ownership interest in the firm must be included as part of the firm's application for LBE/LSBE/EBE certification.

(10) The director may consider the following factors in determining the ownership of a firm. However, the director must not regard a contribution of capital as failing to be real and substantial, or find a firm ineligible, solely because:

a. An economically disadvantaged individual acquired his or her ownership interest as the result of a gift, or transfer without adequate consideration, other than the types set forth in subsection (7) of this section; or

b. There is a provision for the co-signature of a spouse who is not an economically disadvantaged individual on financing agreements, contracts for the purchase or sale of real or personal property, bank signature cards, or other documents; or

c. Ownership of the firm in question or its assets is transferred for adequate consideration from a spouse who is not a economically disadvantaged to a spouse who is such an individual. In this case, the director must give particularly close and careful scrutiny to the ownership and control of a firm to ensure that it is owned and controlled, in substance as well as in form, by a economically disadvantaged individual.

(j) Determinations concerning control. In determining whether the economically disadvantaged owner controls a firm, the director must consider all the facts in the record, viewed as a whole.

(k) Only an independent business may be certified as an LBE/LSBE/EBE. An independent business is one whose viability does not depend on its relationship with another firm or firms.

a. In determining whether a potential LBE/LSBE/EBE is an independent business, the director must scrutinize relationships with non-LBE/LSBE/EBE firms, in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

b. The director must consider whether present or recent employer/employee relationships between the economically disadvantaged owner(s) of the potential LBE/LSBE/EBE and non-LBE/-LSBE/EBE firms or persons associated with non-LBE/-LSBE/EBE firms compromise the independence of the potential LBELSBE/EBE firm.

c. The director must examine the firm's relationships with prime contractors to determine whether a pattern of exclusive or primary dealings with a prime contractor compromises the independence of the potential LBE/LSBE/EBE firm.

d. In considering factors related to the independence of a potential LBE/LSBE/EBE firm, the director must consider the consistency of relationships between the potential LBE/LSBE/EBE and non-LBE/LSBE/EBE firms with normal industry practice.

(1) An LBE/LSBE/EBE firm must not be subject to any formal or informal restrictions which limit the customary discretion of the economically disadvantaged owners. There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices (e.g., cumulative voting rights, voting powers attached to different classes of stock, employment contracts, requirements for concurrence by non-disadvantaged partners, conditions precedent or subsequent, executory agreements, voting trusts, restrictions on or assignments of voting rights) that prevent the economically disadvantaged owners, without the cooperation or vote of any non-economically disadvantaged owners, from making any business decision of the firm. This paragraph does not preclude a spousal co-signature on documents.

(2) The economically disadvantaged owners must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on matters of management, policy and operations.

a. An economically disadvantaged owner must hold the highest officer position in the company (e.g., chief executive officer or president).

b. In a corporation, economically disadvantaged owners must control the board of directors.

c. In a partnership, one or more economically disadvantaged owners must serve as general partners, with control over all partnership decisions.

(3) Individuals who are not economically disadvantaged may be involved in an LBE/LSBE/EBE firm as owners, managers, employees, stockholders, officers, and/or directors. Such individuals must not, however, possess or exercise the power to control the firm, or be disproportionately responsible for the operation of the firm.

(4) The economically disadvantaged owners of the firm may delegate various areas of the management, policymaking, or daily operations of the firm to other participants in the firm, regardless of whether these participants are economically disadvantaged owners. Such delegations of authority must be revocable, and the economically disadvantaged owners must retain the power to hire and fire any person to whom such authority is delegated. The managerial role of the economically disadvantaged owners in the firm's overall affairs must be such that the recipient can reasonably conclude that the economically disadvantaged owners actually exercise control over the firm's operations, management, and policy.

(5) The economically disadvantaged owners must have an overall understanding of, and managerial and technical competence and experience directly related to, the type of business in which the firm is engaged and the firm's operations. The economically disadvantaged owners are not required to have experience or expertise in every critical area of the firm's operations, or to have greater experience or expertise in a given field than managers or key employees. The economically disadvantaged owners must have the expertise, technical competence, and ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to use this information to make independent decisions concerning the firm's daily operations, management, and policymaking. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the firm is insufficient to demonstrate control.

(6) If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the economically disadvantaged persons who own and control a potential LBE/LSBE/EBE firm of that type must possess the required license or credential. If state or local law does not require such a

person to have such a license or credential to own and/or control a firm, the director must not deny certification solely on the ground that the person lacks the license or credential. However, the director may take into account the absence of the license or credential as one factor in determining whether the economically disadvantaged owners actually control the firm.

(8) The director may consider differences in remuneration between the economically disadvantaged owners and other participants in the firm in determining whether to certify a firm as an LBE/ LSBE/EBE. Such consideration shall be in the context of the duties of the persons involved, normal industry practices, the firm's policy and practice concerning reinvestment of income, and any other explanations for the differences provided by the firm. The director may determine that a firm is controlled by its economically disadvantaged owner although that owner's remuneration is lower than that of some other participants in the firm. In a case where a non-economically disadvantaged individual formerly controlled the firm, and a economically disadvantaged owner individual now controls it, the director may consider a difference between the remuneration of the former and current controller of the firm as a factor in determining who controls the firm, particularly when the non-economically disadvantaged individual remains involved with the firm and continues to receive greater compensation than the economically disadvantaged individual.

(9) In order to be viewed as controlling a firm, an economically disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the individual from devoting sufficient time and attention to the affairs of the firm to control its activities. For example, absentee ownership of a business and part-time work in a full-time firm are not viewed as constituting control. However, an individual could be viewed as controlling a part-time business that operates only on evenings and/or weekends, if the individual controls it all the time it is operating.

(10) A economically disadvantaged individual may control a firm even though one or more of the individual's immediate family members (who themselves are not economically disadvantaged) participate in the firm as a manager, employee, owner, or in another capacity. Except as otherwise provided in this paragraph, the director must make a judgment about the control the economically

disadvantaged owner exercises vis-à-vis other persons involved in the business as in other situations, without regard to whether or not the other persons are immediate family members. If the director cannot determine that the economically disadvantaged owners, as distinct from the family as a whole, control the firm, then the economically disadvantaged owners have failed to carry their burden of proof concerning control, even though they may participate significantly in the firm's activities.

(11) Where a firm was formerly owned and/or controlled by a non-economically disadvantaged individual (whether or not an immediate family member), ownership and/or control were transferred to an economically disadvantaged individual, and the non-economically disadvantaged individual remains involved with the firm in any capacity, the economically disadvantaged individual now owning the firm must demonstrate to the director, by clear and convincing evidence, that:

a. The transfer of ownership and/or control to the economically disadvantaged individual was made for reasons other than obtaining certification as an LBE/LSBE/EBE; and

b. The economically disadvantaged individual actually controls the management, policy, and operations of the firm, notwithstanding the continuing participation of a non-economically disadvantaged individual who formerly owned and/or controlled the firm.

(12) In determining whether a firm is controlled by its economically disadvantaged owners, the director shall consider whether the firm owns equipment necessary to perform its work. However, the director must not determine that a firm is not controlled by economically disadvantaged individuals solely because the firm leases, rather than owns, such equipment, where leasing equipment is a normal industry practice and the lease does not involve a relationship with a prime contractor or other party that compromises the independence of the firm.

(13) The director shall grant certification to a firm only for specific types of work in which they are currently functioning and in which the economically disadvantaged owners have the ability to control the firm. To become certified in an additional type of work, the firm needs to demonstrate to the director that its economically disadvantaged owners are able to control the firm with respect to that type of work. The director may not, in this

situation, require that the firm be recertified or submit a new application for certification, but must verify the economically disadvantaged owner's control of the firm in the additional type of work.

(14) A business operating under a franchise or license agreement may be certified if it meets the standards in this subpart and the franchiser or licenser is not affiliated with the franchisee or licensee. In determining whether affiliation exists, the director should generally not consider the restraints relating to standardized quality, advertising, accounting format, and other provisions imposed on the franchisee or licensee by the franchise agreement or license, provided that the franchisee or licensee has the right to profit from its efforts and bears the risk of loss commensurate with ownership. Alternatively, even though a franchisee or licensee may not be controlled by virtue of such provisions in the franchise agreement or license, affiliation could arise through other means, such as common management or excessive restrictions on the sale or transfer of the franchise interest or license.

(15) In order for a partnership to be controlled by economically disadvantaged individuals, any non-economically disadvantaged partners must not have the power, without the specific written concurrence of the economically disadvantaged partner(s), to contractually bind the partnership or subject the partnership to contract or tort liability.

(16) The economically disadvantaged individuals controlling a firm may use a professional and commercial employee leasing company. The use of such a company does not preclude the economically disadvantaged individuals from controlling their firm if they continue to maintain an employer-employee relationship with the leased employees. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the employees, as well as ultimate responsibility for wage and tax obligations related to the employees.

(17) The director may consider, in making certification decisions, whether a firm has exhibited a pattern of conduct indicating its involvement in attempts to evade or subvert the intent or requirements of the LBE/LSBE/EBE program.

(18) The director shall evaluate the eligibility of a firm on the basis of present circumstances. The director shall not refuse to certify a firm based solely on historical information indicating a lack of ownership or control of the firm by the

economically disadvantaged owners at some time in the past, if the firm currently meets the ownership and control standards of this part.

(19) LBE/LSBE/EBE firms and firms seeking LBE/LSBE/EBE certification shall cooperate fully with the director's requests. Failure or refusal to provide such information is a ground for a denial or removal of certification.

(20) An eligible LBE/ LSBE/EBE firm must be owned by individuals who are economically disadvantaged. Except as provided in this paragraph, a firm that is not owned by such individuals, but instead is owned by another firm-even an LBE/LSBE/EBE firm-cannot be an eligible LBE/ LSBE/EBE.

a. If the economically disadvantaged individuals own and control a firm through a parent or holding company, established for tax, capitalization or other purposes consistent with industry practice, and the parent or holding company in turn owns and controls an operating subsidiary, the director may certify the subsidiary if it otherwise meets all requirements of this section. In this situation, the individual owners and controllers of the parent or holding company are deemed to control the subsidiary through the parent or holding company.

b. The director may certify such a subsidiary only if there is cumulatively 51 percent ownership of the subsidiary by the economically disadvantaged individuals. The following examples illustrate how this cumulative ownership provision works:

Example 1: Economically disadvantaged individuals own 100 percent of a holding company, which has a wholly-owned subsidiary. The subsidiary may be certified, if it meets all other requirements.

Example 2: Economically disadvantaged individuals own 100 percent of the holding company, which owns 51 percent of a subsidiary. The subsidiary may be certified, if all other requirements are met.

Example 3: Economically disadvantaged individuals own 80 percent of the holding company, which in turn owns 70 percent of a subsidiary. In this case, the cumulative ownership of the subsidiary by economically disadvantaged individuals is 56 percent (80 percent of the 70 percent). This is more than 51 percent, so the director may certify the subsidiary, if all other requirements are met.

Example 4: Same as example 2 or 3, but someone other than economically disadvantaged owners of the parent or holding company controls the subsidiary. Even though the subsidiary is owned by economically disadvantaged individuals, through the holding or parent company, the director cannot certify it because it fails to meet control requirements.

Example 5: Economically disadvantaged individuals own 60 percent of the holding company, which in turn owns 51 percent of a subsidiary. In this case, the cumulative ownership of the subsidiary by economically disadvantaged individuals is about 31 percent. This is less than 51 percent, so the director cannot certify the subsidiary.

Example 6: The holding company, in addition to the subsidiary seeking certification, owns several other companies. The combined gross receipts of the holding companies and its subsidiaries are greater than the size standard for the subsidiary seeking certification and/or the gross receipts cap. Under the rules concerning affiliation, the subsidiary fails to meet the size standard and cannot be certified.

(21) Recognition of a business as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is an independent business, owned and controlled by economically disadvantaged individuals.

(l) The director is authorized to require LBE/LSBE/EBE firms to submit yearly updates of information including, but not limited to, current licenses and federal, state and local tax returns and schedules (business and personal), and all other forms that are required to be included with or attached to the return at the time of filing. An LBE/LSBE/EBE shall remain certified as an LBE/LSBE/EBE as long as the firm continues to meet the requirements for certification as an LBE/LSBE/EBE and the firm files timely yearly updates.

(m) Once certified, an LBE/LSBE/EBE must notify the department in writing within 30 calendar days of any change(s) in circumstances affecting the firm's ability to meet ownership, control, or size requirements or any material change(s) in the information provided in the certification application process. The statement must include supporting documentation describing in detail the nature of such changes. Change(s) in management responsibility among members of a limited liability company are also covered by this requirement. If the LBE/LSBE/EBE fails to make timely notification of such change(s), it will be deemed to have failed to cooperate and certification may be revoked.

(o) The director shall safeguard information that reasonably may be regarded as confidential business information from disclosure to unauthorized persons consistent with federal, state and local law.

(p) Appeals of denials or revocations of certification.

(1) If the city denies a request for LBE/ LSBE/EBE certification from a firm which is not currently certified by the city, then the firm shall be ineligible to reapply for LBE/ LSBE /EBE certification for six months from the later of the date of the denial of certification or the final date of any decision on an appeal.

(2) In circumstances where a firm has failed to submit required documentation, failed to demonstrate real and substantial presence, or exceeded business size standards, there will be no administrative re-consideration of a denial or revocation of LBE/LSBE/EBE certification.

(3) Upon the denial or revocation of certification as an LBE/LSBE/EBE or joint venture by the department, the director shall notify the affected party in writing setting forth the reason(s) for the revocation of certification. Except as provided in (2) of this subsection, any firm who has had certification as an LBE/ LSBE/EBE or joint venture revoked or denied by the department may appeal the decision by filing a written notice of appeal as designated by the director within 10 business days of receipt of the notice of the revocation of certification. The procedures applicable to any appeal shall be as follows:

a. The written notice of appeal must state the reason(s) for the appeal and include all supporting documentation to be considered for the appeal. The information or documentation submitted is limited to the issue(s) raised in the written notice of appeal. Additional documentation or information may be considered for the appeal depending on the reasons for which the documentation was not submitted during the application process. The written notice must specify whether the firm wishes to appeal in writing or appear personally for a hearing and if they intend to be accompanied by counsel.

b. Within ten business days of receipt of the notice of appeal from the aggrieved party, the director shall forward the notice to the appeals board.

c. Within ten business days from the date of receipt of the notice from the director, the appeals board shall set a hearing date. The chairperson of the appeals board shall notify all parties in writing. Such notice shall set forth with particularity the charges filed by the aggrieved business and shall include the hearing date, time, and place.

d. At the hearing, all parties shall be provided a fair and impartial hearing and shall be allowed to make a presentation concerning the determination of noncompliance with the requirements of this article or the revocation of certification as an LBE/LSBE/EBE or joint venture. Legal counsel may accompany the firm during the hearing, speak on behalf of the firm, respond to questions, and otherwise make a presentation. Each owner will be provided time by the appeals board to state their case and address the board. Reasonable accommodations will be made for those with disabilities and/or limited language proficiency. For the appeal, the burden of proof rests on the LBE/LSBE/EBE or joint venture to show that the denial or revocation of certification was improper.

e. The appeals board shall, within 10 business days of the hearing or within 10 days of the deadline set by the appeals board for the submission of any additional documentation, if applicable, make a written decision on the appeal, which decision shall affirm, alter, or reverse the denial or revocation of certification by the department. Written notice of the decision shall be sent to all parties setting forth the reasons for the decision.

f. If the hearing officer finds for the aggrieved party, as appropriate, the business shall be reinstated as an LBE/LSBE/EBE or joint venture and added to the certification database maintained by the department. The decision of the hearing officer shall be binding on all parties, subject to the right of appeal as provided by law.

g. The firm that receives a decision from the hearing officer upholding the denial or revocation of certification is ineligible to reapply for LBE/LSBE/EBE certification for one year from the later of the date of the denial or revocation of certification, or the final date of any court decision.

(q) The city manager is authorized to revoke LBE/LSBE/EBE certification for cause. The certification of a person who has been debarred by the city in a debarment proceeding shall be automatically terminated or modified in a manner provided by the debarment ordinance. No individual, corporation, partnership, limited liability company or any other business entity whatsoever shall be certified as an LBE/LSBE/EBE if the economically disadvantaged individuals whose ownership interest would serve as the basis for obtaining certification, or who would control the entity seeking certification, presently owns or previously owned a majority interest in or controlled an LBE/LSBE/EBE whose certification has been revoked for cause within the five year period immediately preceding the submittal of the certification application. No individual, corporation, partnership, limited liability company or any other business entity whatsoever shall be certified as an LBE/LSBE/EBE if the economically disadvantaged individuals whose ownership interest would serve as the basis for obtaining certification, or who would control the entity seeking certification, presently owns or previously owned a majority interest in or controlled an LBE/LSBE/EBE whose certification has been suspended for cause, provided however that this restriction shall last no longer than the term of the suspension.

(r) LBE/LSBE program graduation.

(1) If an LBE/LSBE has been certified by the city in more than one North American Industry Classification System (NAICS) code or has an affiliate which has been certified by the city in a NAICS code other than that of the LBE/LSBE, then the annual receipt level used as the graduation criterion for such LBE/LSBE shall apply separately to each NAICS code for which the LSBE/LSBE and its affiliate have been certified subject to the business size standards in this division. Such an LBE/LSBE and any affiliate that has exceeded the graduation criteria in one NAICS code shall be deemed to be graduated from the LBE/LSBE contracting program as to that major groupand may continue to be certified in another NAICS code having a higher monetary graduation level but shall no longer be considered eligible to be or remain certified in the NAICS code with the lower size standard. An LBE/LSBE that has exceeded the graduation criteria for the largest NAICS code applicable to its activities shall be deemed to be graduated from the LBE/LSBE program for all purposes.

(2) The department shall send a graduation determination in writing which shall serve to notify the LBE/LSBE that it has graduated from the LBE/LSBE program. The notice of the graduation determination letter shall trigger a three-year graduation period. During the graduation period, an LBE/LSBE may bid and perform work to the same extent it was able to do so before graduation, and its utilization may be applied towards satisfaction of contract goals, if any, to the extent it is performing a commercially useful function corresponding to a NAICS code in which it was certified prior to graduation.

(3) The graduation period shall expire three years from the date of notice of the graduation determination. Any work bid by the graduated LBE/LSBE after expiration of the graduation period shall not be applied towards satisfaction of contract goals, if any. Any work performed by the graduated LBE/LSBE after expiration of the graduation period shall not be applied towards satisfaction of contract goals, if any, unless the work was commenced or is scheduled to commence pursuant to solicitation made prior to the expiration of the graduation period.

(4) During the graduation period, the LBE/LSBE shall comply with the requirements of this article to the same extent it was required to comply prior to graduation. A failure to do so may result in the reduction or elimination of the graduation period.

**Sec. 3-462. - Reserved.**

**Sec. 3-463. - Duties and authority of director.**

(a) The director is hereby authorized to establish rules and regulations to implement this division, such rules and regulations shall be submitted to the city council for its approval and shall be in writing and published.

(b) Notwithstanding any other section to the contrary, the director is hereby authorized to establish rules and regulations to implement the city's LBE/LSBE program requirements into contracts that utilize alternative construction delivery methods pursuant to chapter 3, Code of Ordinances, or other alternative procurement or contracting methods if the contract would be subject to LBE/LSBE goals under this division.

(c) The director shall, in addition to any other duties specified herein:

(1) Administer and enforce this article to ensure that LBE/LSBE/EBEs have equal opportunity to participate in city contracts and subcontracts and work with all city department directors and agency heads to implement the city's LBE/LSBE program.

(2) Coordinate the establishment of LBE/LSBE/EBE methodologies with all city departments and incentive agencies including establishment of goals as may be appropriate to remedy underutilization of LBE/LSBE/EBEs.

(3) Update the LBE/LSBE/EBE/DBE/SBE Kansas City MO Online Directory available to all bidders, proposers, the general public, city departments, and incentive agencies no less frequently than every three months.

(4) Assist city departments, incentive agencies, bidders, proposers, contractors, and developers in finding qualified LBE/LSBE/EBEs to participate on contracts.

(5) Identify appropriate participation opportunities for qualified LBE/LSBE/EBEs in contracts.

(6) Publish an annual report for the city's fiscal year which states for each city department and agency:

a. The number of contracts awarded and the total contract dollars awarded pursuant to such contracts; and

b. The number of prime contracts awarded to LBE/LSBE/EBEs and the total dollars awarded and paid pursuant to such contracts; and

c. The number of subcontracts awarded to LBE/LSBE/EBEs as and the total contract dollars awarded and paid pursuant to such contracts; and

d. A summary of total waiver requests submitted that are granted or denied and the reasons for the grant or denial; and

e. The number of LBE/LSBE/EBE firms certifiedby the department..

(7) Provide a compliance report to the city manager within 30 days after the end of each quarter which shall include:

a. The total number of contracts awarded and the total contract dollar amount awarded pursuant to such contracts; and

b. The number of contracts awarded to qualified LBE/LSBE/EBEs and the total contract dollar amount awarded and paid pursuant to such contracts; and

c. An evaluation of the city's progress toward meeting LBE/LSBE/EBE utilization plans and any actions they intend to take to address any shortfall in meeting the goals established in such plans; and

d. Any other information as may be required by the city manager.

(8) Provide monthly compliance reports to the applicable incentive agency for contracts entered into in connection with sections 3-425(b) and 3-425(c) updating the incentive agency as to the project developer's compliance with the LBE/LSBE goals and work with the applicable incentive agency to assist developers who are not compliant. Failure of the director to furnish these reports does not absolve incentive agency or developer from complying with the processes outlined by agreement with the incentive agency.

(9) Provide the city council a report outlining the effects of any revisions to this division within 18 months of their effective date. The purpose of this report is to ensure that such revisions promote increased opportunities for small business enterprise participation on contracts.

(10) Develop and maintain relationships with organizations representing contractors, including small business organizations, and solicit their support for the city's program.

(11) Furnish staff assistance to the board established in this division. This shall include but not be limited to providing to the board within 30 days following the end of each quarter interim reports containing the information described in subsection (6) and such other reports and information as the board, from time to time, may request.

(12) Implement any federal or state economically (?) disadvantaged business enterprise program required by law or federal or state contract.

**Sec. 3-464. - Reserved.**

**Sec. 3-465. - Penalties for noncompliance; no retaliation.**

(a) Whenever a bidder, proposer or contractor has submitted a bid that is not in material compliance with the requirements of this Division, the contracting department or agency shall reject the bid or proposal unless the goals are waived pursuant to section 3-437.

(b) The director is authorized to recommend suspension, revocation, sanction, or debarment of any contract or contractor, as appropriate, for providing false or misleading information to the department, purposefully omitting or refusing to provide information requested by the department, or otherwise violating any provision of this division.

(c) The director is authorized to suspend or revoke the certification of an LBE/LSBE/EBE or joint venture, as appropriate, for providing false or misleading information to the department, purposefully omitting or refusing to provide information requested by the department, or otherwise violating any provision of this division, without having to make a recommendation to any other person or department.

(d) Sanctions shall be imposed in conformity with any applicable federal, state, or local laws. In determining whether to suspend or revoke the certification of an LBE/LSBE/EBE or joint venture, the director shall consider the following factors:

(1) Whether the failure to comply with applicable requirements involved intentional conduct or, alternatively, may be reasonably concluded to have resulted from a misunderstanding on the part of the LBE/LSBE/EBE or joint venture; and

(2) The number of specific incidents of failure by the LBE/LSBE/EBE or joint venture to comply; and

(3) Whether the LBE/LSBE/EBE or joint venture has been previously suspended; and

(4) Whether the LBE/LSBE/EBE or joint venture has failed or refused to provide the director with any information requested by the director or required to be submitted to the director pursuant to law or these procedures; and

(5) Whether the LBE/LSBE/EBE or joint venture has materially misrepresented any applicable facts in any filing or communication to the director; and

(6) Whether any subsequent restructuring of the subject business or other action has been undertaken to cure the deficiencies in meeting applicable requirements.

(e) Suspensions may be for any length of time not to exceed two years. Suspensions in excess of one year and revocations of certification shall be reserved for cases involving intentional or fraudulent misrepresentation or concealment of material facts, multiple acts in contravention of applicable requirements, cases where the LBE/LSBE/EBE or joint venture has been previously suspended, or other similarly egregious conduct.

(f) The making of any false or misleading statements shall be grounds for application of any applicable criminal and/or civil penalties in addition to the grounds for sanction.

(g) No person shall intimidate, threaten, coerce, or discriminate against any individual or business for the purpose of interfering with the implementation or enforcement of any provision of this article because such individual or business filed a complaint or cooperated in the investigation of a complaint.

**Sec. 3-466. - Reserved.**

**Sec. 3-467. - Mediation of disputes.**

(a) Any claim or dispute between a contractor, subcontractor, or supplier that remains unresolved after 30 calendar days shall be subject to mandatory mediation conducted in accordance with the rules of the Uniform Mediation Act. The mediation shall be conducted by an impartial mediator appointed by the department, who shall render his or her services with full regard for each party's interests. If the subject matters of the dispute or the parties to the dispute are such that the assigned mediator would have a conflict of interest or personal interest in the outcome of the mediation, he or she shall immediately be recused and another mediator shall be appointed.

(b) The procedures for the mediation shall be established by the appointed mediator in conjunction with the parties, who shall attempt to resolve their dispute in good faith.

(c) Except to the extent disclosure is otherwise required by law, the mediation and the terms of any settlement reached by the parties shall remain confidential.

(d) The mediation provided for by this section shall be a condition precedent to the initiation or pursuit of any other lawful means of resolving the dispute, including arbitration and other legal proceedings.

(e) If a third-party mediation service is requested by either party, the requesting party shall be responsible for the expense of the mediator’s fee. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(f) Every contractor entering into a contract as defined by section 3-421(a)(13) shall incorporate the provisions of this section into each related agreement with a subcontractor or supplier, but the failure to do so shall not alleviate the obligation of the parties to utilize the mediation provided for herein as a condition precedent to the initiation or pursuit of any other lawful means of resolving the dispute, including arbitration and other legal proceedings. The requirements of this section shall be deemed incorporated into each related agreement by operation of law and shall supplant any term or provision, written or oral, to the contrary.

(g) Notwithstanding the foregoing, for incentive projects any arbitration or mediation between the prime contractor or developer and the LBE/LSBE/EBE firm shall be in accordance with the arbitration or mediation provisions, as applicable, contained in the contract between the prime contractor or developer and the LBE/LSBE/EBE firm. The provision shall not serve to inhibit the director's ability to assist the prime contractor or developer and the LBE/LSBE/EBE firm in reaching a compromise in matters of dispute.

**Sec. 3-468. - Reserved.**

**Sec. 3-469. - Severability.**

The provisions of this division are severable. If any provision or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remaining provisions, including the application of such provisions to other persons or circumstances, shall continue in full force and effect.

**Sec. 3-605. - Applicability of EBE program to eligible contract solicitations**.

(a) Prior to issuing any invitation for bid or request for proposal for any eligible contract, the department director or agency head shall confer with the director for purposes of determining whether the eligible contract is one whose solicitation shall be limited to EBEs or, otherwise required, as provided in section 3-607.

(b) The director shall give consideration to the input of the department director or agency head and shall make the final determination as to which EBE incentive, if any, shall be applicable to the particular solicitation. Any invitation for bid or request for proposal shall be solicited in compliance with the city's Code of Ordinances or the procurement policies and procedures of the relevant agency and shall clearly and conspicuously be delineated with the applicable provision, which shall read substantially as follows:
[Applicable to Construction Contracts, Construction Supply Contracts and Professional Services or Supplies Contracts]
This Invitation for Bid/Request for Proposal is limited to those entities that are certified by the City of Kansas City, Missouri as an Emerging Business Enterprise (EBE) by the date on which the bid/proposal/qualification is due. Any bid/proposal/qualification received from any entity not certified as an EBE on the due date shall be rejected and will not be considered.

(c) No person shall be entitled to participate in any solicitation as an EBE or receive the benefit of any incentive reserved for an EBE unless the person has received EBE certification by the date on which the bid or proposal is due.

(d) In the event any person that is not certified as an EBE submits a bid or proposal in response to a solicitation that has been limited to EBEs and did not receive its certification within the time periods provided for herein, the bid or proposal shall be summarily rejected as non-responsive.

**Sec. 3-607. - EBE incentives.**

(a) The director is authorized to encourage the utilization of EBEs on any eligible contract except as otherwise limited in section 3-609 through the utilization of the following EBE incentives:
    (1) Limiting solicitation to EBEs. The director is authorized to limit an invitation for bid or request for proposal to EBEs, and shall consider the following factors in making a determination:
        a. The estimated or potential dollar amount of the contract; and

b. The scopes of work to be performed; and
c. The availability of EBEs certified in the primary scope of work to be performed; and
d. The city's utilization of EBEs to date.

(2) Bid incentives. The director is authorized to allow a bid incentive to EBEs not to exceed five percent on contracts based on price, and shall consider the following factors in making a determination as to whether to allow the incentive and establishing the amount thereof:
a. The estimated or potential dollar amount of the contract; and
b. The primary scope of work to be performed; and
c. The city's utilization of EBEs to date; and
d. The amount of the bid incentive awarded on past contracts of a similar nature; and
e. The amount of the bid incentive reasonably anticipated as being needed for purposes of enabling EBEs to effectively compete for the contract; and
f. The ability of the city department or agency to fund any increased cost that may reasonably be expected to arise as a result of the application of a bid incentive.

Any bid eligible for the bid incentive shall be adjusted for evaluation purposes by reducing the bid by the percentage of the incentive. This adjustment shall be used solely for the purpose of establishing the apparent low bidder. The actual value of the contract, if awarded to the EBE shall be the amount of the actual bid submitted by the EBE.

(3) Required solicitation. Where the director determines that the contract is not suitable for solicitation limited to EBEs, the department or agency must include any available EBEs in the solicitation.

(b) Any contract awarded to an EBE pursuant to the EBE program shall contain provisions providing for the following, notwithstanding the application of any other EBE incentive as provided in subsection (a) of this section:
(1) Pre-payment of up to ten (10) percent of the contract amount to be tendered upon city's issuance of notice to proceed; and
(2) The elimination of any retainage requirement, if applicable; and
(3) Payment every two weeks provided the EBE has requested payment in the manner required by its contract with the city and is otherwise entitled to receive payment thereunder.

(c) Exemptions. Any exemptions to the EBE incentives or requirements may be granted for certain circumstances, including, but not limited to the following:
(1) Contracts whose primary scope has no current availability of certified EBEs; or
(2) Contracts where solicitation has been waived; or
(3) Specialized contracts or cooperative agreements; or
(4) As determined by the director.

**Sec. 3-609. - Limitations on use of EBE incentives.**

(a) Notwithstanding anything contained within this division:

(1) No bid incentive shall be awarded to any EBE submitting a bid in response to any invitation for bids that has been expressly limited to EBEs.

(2) No solicitation shall be limited to EBEs unless the same has been clearly and conspicuously noted in the invitation for bid or request for proposal and no bid incentive shall be allowed for any EBE unless the same has been clearly and conspicuously noted in the invitation for bid.

(3) No solicitation shall be limited to EBEs unless there is a minimum of three eligible EBEs capable of performing the work and certified in the primary scope of work to be performed.

(4) No bid incentive shall be allowed on any construction contract or construction supply contract.

(5) No bid incentives shall be allowed on any other eligible contract unless there are fewer than three eligible EBEs capable of performing the work and certified in the primary scope of work to be performed.

(6) No contract shall be awarded to an EBE who, taking into consideration the applicability of any bid incentive, is not the lowest and best bidder or is not the best proposer.

(7) No contract shall be awarded to an EBE responding to any invitation for bid or request for proposal that has been limited to EBEs if it is in the city's or agency's best interest to reject all bids or proposals. In the event the city or agency elects to re-solicit the goods or services, the applicability of any provision of the EBE program to the re-solicitation shall be determined anew.

(8) No solicitation or contract shall be subject to any provision of the EBE program if doing so would cause the city or agency to violate the requirements of any grant or otherwise violate any provision of state or federal law.

**Sec. 3-611. - Emerging business enterprise development program.**

(a) The director shall establish a small local business enterprise development program designed to assist EBEs in identifying those organizations that have identified themselves as being able and willing to provide financial and other assistance to EBEs including, but not limited to, bonding; financing; technical and managerial training and assistance; and referral, networking, and outreach activities. The director may provide small business development services through the department but shall not provide financial assistance to any EBE or take any action that would purport to obligate the city to guarantee or repay any debt incurred by any EBE.

(b) The emerging business enterprise development program shall include, but shall not be limited to, facilitation of the following services:

(1) Surety bond pre-qualification program through a third-party source; and
(2) Working capital loans through a third-party source; and
(3) On-site construction management services; and
(4) Technical and managerial training and assistance; and
(5) Referral, networking, and outreach activities.

**EBE- WSDEPS Certification- previously SLBE-WSDEPS**

This expansion of the SLBE program was approved as an AR (130371). The program includes Water Services Design, Engineering & Professional Services contracts. The original requirements mirrored the requirements for SLBE certification with the following differences:

1. The firm must be certified to provide professional services including engineering, architectural, landscape architectural services.
2. Contract values under $759,000. Recommend increasing this to $750,000.
3. Average Annual Gross Receipts under $7 M. Increase? Increase suggested to $9M to not create a discrepancy with SBA size standards for 541320 (Landscape Architectural Services)
4. WSD and CREO worked together to select contracts for the program.

If contract exceeds $750,000, the Dept. is required to submit for goals.

..end

Approved as to form:

Julian Langenkamp
Associate City Attorney

# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution#: 260692
Submitted Department/Preparer: CREO
Revised 01/30/25

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in [Administrative Regulation (AR) 4-1](Administrative Regulation (AR) 4-1).

## Executive Summary

An ordinance enacting the small business program. The ordinance modernizes the City's Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Emerging Business Enterprise (EBE) programs by refining eligibility standards, establishing contract thresholds for participation, and clarifying the criteria for a "commercially useful function." Under the proposal, certified firms must demonstrate meaningful involvement in the work they are credited with performing, including managing operations, procuring materials, and assuming responsibility for project execution. The legislation also expands compliance requirements through contractor plans, letters of intent, payment verification measures, to achieve participation goals.

## Discussion

This ordinance establishes and updates the City's Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Emerging Business Enterprise (EBE) programs to increase opportunities for small and economically disadvantaged businesses to participate in City contracts and incentive-supported projects. It provides detailed definitions, eligibility and certification requirements, business size standards, commercially useful function criteria, and participation requirements for contractors, developers, and incentive agencies. The ordinance also outlines how LBE/LSBE/EBE goals will be applied, monitored, and enforced for City contracts, professional services, construction projects, and certain economic development projects receiving public assistance. The ordinance further requires City departments and incentive agencies to promote and track participation by certified small businesses, establish annual utilization plans, set contract-specific participation goals when appropriate, and require contractors to submit utilization plans demonstrating how they will meet those goals. In addition, it creates a framework for encouraging the growth of local and emerging businesses through certification, contracting opportunities, mentoring, and bid incentives, while ensuring compliance through reporting, review, and oversight by the Civil Rights and Equal Opportunity Department (CREO).

# Fiscal Impact

1. Is this legislation included in the adopted budget? ☒ Yes ☐ No

2. What is the funding source?
   1000-542115

3. How does the legislation affect the current fiscal year?
   Remains neutral to previous funding.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
   Recurring costs.

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
   Not Applicable

**Office of Management and Budget Review**
(OMB Staff will complete this section.)

1. This legislation is supported by the general fund. ☐ Yes ☒ No

2. This fund has a structural imbalance. ☐ Yes ☒ No

3. Account string has been verified/confirmed. ☐ Yes ☒ No

**Additional Discussion (if needed)**
No account string included to be verified.

# Citywide Business Plan (CWBP) Impact

1. View the Adopted 2025-2029 Citywide Business Plan

2. Which CWBP goal is most impacted by this legislation?
   Inclusive Growth and Development

3. Which objectives are impacted by this legislation (select all that apply):

   ☐ Develop strategies focusing on areas traditionally underserved by economic development and redevelopment efforts.

☐ Ensure quality, lasting development throughout the City; and continuing to grow the economy and the population of Kansas City in all area
☒ Increase and support local workforce development and small and locally owned businesses
☐ Create a more efficient, solutions-oriented environment, making it easier to operate within the City.
☐ Implement an economic development and tourism strategy to attract major commercial investment and visitors

## Prior Legislation

Ordinance 180535

## Service Level Impacts

The ordinance will allow the City to place Small Business Enterprise Participation Goals on construction and non-construction contracts.

## Staff Recommendation

Sponsor(s) Mayor Quinton Lucas, Councilmembers Andrea Bough, Kevin O'Neill, Johnathan Duncan, Melissa Robinson, Melissa Patterson Hazley Darrell Curls, Lindsay French and Eric Bunch

Select One: ☒ Sponsored
☐ Directive: Res/Ord # Click to enter Res/Ord. No.

Select One: ☒ Recommend
☐ Do Not Recommend
☐ Not Applicable

Civil Rights and Equal Opportunity Department (CREO) is in support of adoption.

## Other Impacts

1. What will be the potential health impacts to any affected groups?
   Not Applicable

2. How have those groups been engaged and involved in the development of this ordinance?
   Community Business Groups have been involved.

3. How does this legislation contribute to a sustainable Kansas City?
   Allows access to small businesses.

4. Does this legislation create or preserve new housing units?
   Not Applicable.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

   Not Applicable
6. 
7. Does this legislation seek to approve a contract resulting from an Invitation for Bid? No

8. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?
   No.

**Civil Rights & Equal Opportunity Department**
**Economic Equity & Inclusion**
**Nondiscrimination & Equal Opportunity Review Form**

**Date:** 07/08/26
**Form Prepared By:** Ashley Wise

| | |
|---|---|
| Contract/Project Number: NA | Project Name: Batliner lease |
| Developer/Prime: NA | Contact Information: NA |
| Final Contract Value: NA | Project Manager: Ashley Wise |

| | | | | | | |
|---|---|---|---|---|---|---|
| Funding: | ☐ City | ☐ State | ☐ Federal | ☐ CO-OP | ☐ Grant: | ☐ Other: |
| Project Requirements: | ☐ M/WBE | ☐ DBE | ☐ Section 3 | ☐ N/A | | |
| Tax Incentive: | ☐ LCRA | ☐ TIF | ☐ PIEA | ☐ Ch. 100 | ☐ Other: | ☑ N/A |
| Prevailing Wage: | ☐ Yes | ☐ No | | | | |
| Davis-Bacon: | ☐ Yes | ☐ No | | | | |

Construction Employment Program:
☐ Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is $300,000 or more.
☐ No: Workforce hours are less than 800 and project cost is less than $300,000.

| Contracts & Leases | Nondiscrimination |
|---|---|
| Ch. 3 Article IV: X | Ch. 38: X |
| RSMo 213: X | Title VI: X |
| MWDBE: ______ | Prevailing Wage and Labor Standards: ______ |
| SLBE: ______ | RSMo 34 Anti-Discrimination Against Israel: X |

Contract Type:

| | | | |
|---|---|---|---|
| ☐ Construction | ☐ Design-Build | ☐ Design Professional | ☐ Professional Services |
| ☐ General Service | ☐ Concession | ☐ Other Goods & Services | ☐ Non-Municipal Agency |
| ☐ Co-Operative | ☐ Revenue Sharing | ☐ Facilities Maintenance/Repair/Renovation | |
| ☑ Other: Lease agreement | | | |

Additional Information:

Batliner Recycling Center- leases City owned parking lot. Renewal lease for 5 years.

**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:

PLEASE CONSIDER ADDING LANGAUGE REGARDING MWBE AND SLBE PARTICIPATION, PLEASE CONSIDER ADDING LANGUAGE PERTAINING TO PREVAILING WAGE AND LABOR STANDARDS.

**Federal Provisions Included:**

☒ Approved ☐ Disapproved ☐ Not Applicable

CREO Signature: Signed by: Christina GT Brown A9A189E304A54A5... Date: 7/20/2026

**Comments:**

**Civil Rights & Equal Opportunity Department**
**Economic Equity & Inclusion**
**Nondiscrimination & Equal Opportunity Review Form**

**Date:** 7/14/26
**Form Prepared By:** Ashley Wise

| | |
|---|---|
| Contract/Project Number: NA | Project Name: Regal Health and Wellness Inc LEASE |
| Developer/Prime: NA | Contact Information: ashley.wise@kcmo.org |
| Final Contract Value: $$1494.96 | Project Manager: Ashley Wise |

| | | | | | | |
|---|---|---|---|---|---|---|
| Funding: | ☐ City | ☐ State | ☐ Federal | ☐ CO-OP | ☐ Grant: | ☐ Other: |
| Project Requirements: | ☐ M/WBE | ☐ DBE | ☐ Section 3 | ☐ N/A | | |
| Tax Incentive: | ☐ LCRA | ☐ TIF | ☐ PIEA | ☐ Ch. 100 | ☐ Other: | ☑ N/A |
| Prevailing Wage: | ☐ Yes | ☐ No | | | | |
| Davis-Bacon: | ☐ Yes | ☐ No | | | | |

Construction Employment Program:
☐ Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is $300,000 or more.
☐ No: Workforce hours are less than 800 and project cost is less than $300,000.

| Contracts & Leases | Nondiscrimination |
|---|---|
| Ch. 3 Article IV: x | Ch. 38: x |
| RSMo 213: NA | Title VI: NA |
| MWDBE: NA | Prevailing Wage and Labor Standards: NA |
| SLBE: NA | RSMo 34 Anti-Discrimination Against Israel: NA |

Contract Type:

| | | | |
|---|---|---|---|
| ☐ Construction | ☐ Design-Build | ☐ Design Professional | ☐ Professional Services |
| ☑ General Service | ☐ Concession | ☐ Other Goods & Services | ☐ Non-Municipal Agency |
| ☐ Co-Operative | ☐ Revenue Sharing | ☐ Facilities Maintenance/Repair/Renovation | |
| ☑ Other: Lease agreement | | | |

Additional Information:

Authorizing the Director of General Services to execute a 3 year lease agreement with Regal Health and Wellness Inc., a non profit, located at Mohart Center. This is a new lease agreement.

**This document is submitted with all available facts. Intentionally falsifying this document or omitting pertinent facts is grounds for disciplinary action pursuant to KCMO Human Resources Rules & Policy Manual (eff. August 4, 2014).**

**FOR CIVIL RIGHTS & EQUAL OPPORTUNITY DEPARTMENT (CREO) USE ONLY:**

**The Document is:**

☒ Approved ☐ Disapproved

Changes Needed:

**Federal Provisions Included:**

☐ Approved ☐ Disapproved ☒ Not Applicable

CREO Signature: Signed by: Jason Curry 03B360DFEC59458... Date: 7/21/2026

**Comments:**