



Agenda

Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

Tuesday, March 31, 2026

10:30 AM

26th Floor, Council Chamber

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

PUBLIC OBSERVANCE OF MEETINGS

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

Any closed session may be held via teleconference.

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

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

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

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

Director of General Services

260293 Sponsor: Director of General Services Department

Authorizing the Director of General Services to enter into a license agreement with Jackson County, Missouri for the tower located at 5301 E. 27th Street for a period of ten (10) years.

Attachments: [Ordinance](#)
[JACO-KCMO Tower License kc draft 1.5.26 3.3.26](#)
[Docket Memo 0.2.2 MARRS jaco](#)
[CREO-02690 - Non-Discrimination & Equal Opportunity Review Document Upload Contract NA MARRS tower install](#)

City Manager's Office

260297 Sponsor: City Manager's Office

Approving the Fourth Amendment to the Metro North Crossing Tax Increment Financing Plan.

Attachments: [Metro North Crossing TIF - 4th Amendment - Plan](#)
[Metro North Crossing TIF - 4th Amendment - Docket Memo](#)

City Manager's Office

260300 Sponsor: City Manager's Office

Accepting the assignment and assumption agreement from the Maintenance Reserve Corporation; appropriating \$404,221.07 from the Unappropriated Fund Balance of the Maintenance Reserve Corporation and estimating the same as revenue in the Housing Trust Fund; and closing on the books of the City Fund No. 6930, Maintenance Reserve Corporation Fund.

Attachments: [MRC Dissolution Docket Memo.docx](#)
[Admin Approp MRC Dissolution.xlsx](#)
[Assignment and Assumption Agreement Completed \(No LISC version\).docx](#)
[Ordinance 260300 - MRC Dissolution](#)

HELD IN COMMITTEE

Lucas

[260071](#) Sponsor: Mayor Quinton Lucas

RESOLUTION - Directing the City Manager to review site, design, and acquisition matters for the purpose of designing and constructing a Midtown Justice Campus, a co-location of the Kansas City Police Department Central Patrol Division and the Community Resource Center, and report back to City Council within 30 days.

Attachments: [Docket Memo Ord 260071](#)

Lucas

[260222](#) Sponsor: Mayor Quinton Lucas

RESOLUTION - Directing the City Manager to develop and implement a public communication plan, including the publication of a Frequently Asked Questions (FAQ) document or similar communication process, to educate residents, businesses, and other stakeholders about the special permit area policy, and declaring that the policy will be in place from June 1 through July 12, 2026.

Attachments: [Docket Memo Resolution 260222](#)

Lucas and Robinson

[260250](#) Sponsor: Mayor Quinton Lucas

Amending Chapter 10, Code of Ordinances, Alcoholic Beverages, enacting a new sections 10-216 and 10-336 for the purpose of designating certain geographic areas within the City experiencing acute detrimental public safety and public health impacts from the retail package sale of alcohol as "Retail Alcohol Impact Areas" and placing certain conditions on retail package licenses within such designated areas.

Attachments: [Docket Memo 0.2.2 260250 \(FINAL\)](#)

Lucas

[260262](#) Sponsor: Mayor Quinton Lucas

Declaring a moratorium until January 15, 2031, on all City approvals for detention facilities, to evaluate the effectiveness of the regional criminal justice ecosystem, and re-evaluate the approval process for detention facilities.

Attachments: [Docket Memo Ord 260262](#)

Director of General Services

[260276](#) Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a License Agreement with Port Authority of Kansas City, Missouri for fifteen (15) years for the display of the City-owned sculpture, "River Cloud."

Attachments: [Docket Memo River Cloud sculpture license agreement](#)

Director of General Services

[260278](#) Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute a contract amendment to EV3851 with Treanor, Inc. for design professional services related to the permanent detention facility in an amount not to exceed \$1,252,000.00 from previously appropriated funds; and recognizing this ordinance as having an accelerated effective date.

Attachments: [Treanor Ordinance Docket Memo 2026-03-06](#)

City Manager's Office

[260282](#) Sponsor: City Manager's Office

Waiving certain requirements of City Code Chapter 3 for the Columbus Park Tax Increment Financing Plan.

Attachments: [260282 - Columbus Park TIF - Docket Memo](#)

Lucas

[260286](#) Sponsor: Mayor Quinton Lucas

Amending Chapter 3, Code of Ordinances, by repealing Section 3-622, Prevailing wage application to incentive plans, and enacting in lieu thereof a new Section 3-622, for the purpose of enlarging the establishing applicable prevailing wage policies for certain types of categories of incentive projects, amending Chapter 3, Code of Ordinances by repealing Section 3-437, Waiver of MBE/WBE goals, for the purpose of greater alignment and efficiency among any economic development agency created by the city, and amending Chapter 74, Code of Ordinances, by repealing Section 74-11, Affordable housing set aside, and enacting in lieu thereof a new Section 74-11, for the purpose of right-sizing the Payment in Lieu fee to better reflect amount in subsidies provided per unit of affordable housing.

Attachments: [Docket Memo 260286 3.23.2026](#)

ADDITIONAL BUSINESS

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

2. Closed Session

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

3. Those who wish to comment on proposed ordinances can email written testimony to public.testimony@kcmo.org.

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

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

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

section:

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

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

Adjournment



File #: 260293

ORDINANCE NO. 260293

Sponsor: Director of General Services Department

Authorizing the Director of General Services to enter into a license agreement with Jackson County, Missouri for the tower located at 5301 E. 27th Street for a period of ten (10) years.

WHEREAS, the City owns the tower located at 5301 E. 27th Street, Kansas City, Jackson County, Missouri 64128 (the "Tower"); and

WHEREAS, Jackson County desires to install a satellite dish on the Tower to connect its facility to the radio system network; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of General Services is authorized to enter into a license agreement with Jackson County, Missouri for a period of ten years for the tower located at 5301 E 27th Street, Kansas City Missouri. A copy of the license agreement in substantial form is on file with the Director of General Services.

..end

Approved as to form:

Abigail Judah
Associate City Attorney

ORDINANCE NO. 260293

Authorizing the Director of General Services to enter into a license agreement with Jackson County, Missouri for the tower located at 5301 E. 27th Street for a period of ten (10) years.

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end

Approved as to form:

Abigail Judah
Assistant City Attorney

NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (the “**Agreement**”), is made and entered into this ___ day of _____, 2026 (“**Effective Date**”), by and between the **City of Kansas City**, a Missouri constitutional charter municipal corporation, (“**Licensor**” or “**City**”), and **Jackson County, Missouri**, (“**Licensee**” or “**County**”) (each, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, the City owns the tower located at 5301 E. 27th Street, Kansas City, Jackson County, Missouri 64128, with site coordinates being 39.075338, -94.521611 (the “**Tower**”), which currently houses numerous antennas and transmission lines;

WHEREAS, Licensee is constructing a new county detention center and is seeking to connect the new facility to the Metropolitan Area Regional Radio System (“**MARRS Network**”);

WHEREAS, Licensee has contracted with JE Dunn Construction to carry out the installation of the satellite dish;

WHEREAS, Licensee contracted for a Tower Analysis Report, which indicates that the Tower may support the installation of the satellite dish;

NOW, THEREFORE, LICENSOR AND LICENSEE AGREE AS FOLLOWS:

1. **Additional Definitions.** All capitalized terms used throughout this Agreement have the following definitions.
 - a. **AM Detuning Study:** A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.
 - b. **Applicable Law(s):** All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over the Tower and/or Premises or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.
 - c. **Claims:** Demands, claims, suits, actions, proceedings or investigations brought against a person by an unrelated or unaffiliated party, and all debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

- d. **Equipment:** The communications system, including antennas, satellite dishes, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Premises, as depicted and/or listed on Exhibit A.
- e. **FCC:** The United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.
- f. **FCC Rules and Regulations:** All of the applicable rules, regulations, public guidance, written policies and decisions issued by the FCC.
- g. **Hazardous Materials:** Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant, or contaminant subject to reporting, investigation, or remediation pursuant to Applicable Laws; any substance which is or becomes regulated by any federal, state, or local governmental authority; and any oil, petroleum products, and their by-products.
- h. **Interference:** Interference includes (i) any performance degradation, misinterpretation, or loss of information to a telecommunications system caused by unwanted energy emissions, radiations, or inductions; (ii) any condition that constitutes “interference” within the meaning of the provisions of the recommended practices of the Electronics Industry Association, or any other successor association established for the same purpose, and/or FCC Rules and Regulations then in effect, or (iii) a material impairment of the quality of either the transmitted or received signals of a broadcasting activity of any Tenant on the Tower in a material portion of the broadcast service area of such activity, as compared to that which were obtained prior to Licensee’s commencement of or alteration to their operations from the Tower.
- i. **Intermodulation Study:** A study to determine whether an Interference problem may arise.
- j. **Permitted Use:** Subject to compliance with the other terms and conditions of this Agreement, the installation, removal, replacement, modification, repair, and operation of the Equipment in accordance with Applicable Laws.
- k. **Premises:** The property located at 5301 E. 27th Street, Kansas City, Missouri, where the Tower is located, as depicted on Exhibit A.
- l. **Priority Users:** Any licensed user of the Tower that holds a priority position in relationship to Licensee for protection from Interference, which status is subject to change as set forth herein.
- m. **Subsequent Users:** Any user of the Tower that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in Section 8, which status is subject to change as set forth herein.

- n. **Tenant:** Any other user, licensee, lessee, occupant, or broadcaster now or hereafter on the Tower and including, where the context applies, Licensee.
 - o. **Work:** Any work performed on the Tower by or on behalf of Licensee, including installations, improvements, modifications, enhancements, replacements, or additions to the Equipment.
2. **GRANT OF LICENSE.** Licensor hereby grants to Licensee, a license to install its satellite onto the Tower pursuant to the plans set forth in Exhibit A, attached hereto and incorporated herein by reference, and no other use. City will coordinate with Licensee in obtaining, at Licensee's expense, all licenses and permits required for Licensee's use of the Premises. City reserves the right to move Licensee's Equipment to comparable space on the Tower at City's expense so long as the same does not interfere with Licensee's rights under this Agreement. Licensee shall comply with all Applicable Laws in connection with the installation, maintenance, use, and operation of the Equipment and Licensee's use of the Premises and Tower. Licensee shall at all times keep the Equipment and Premises in good and safe condition, order, and repair. Licensee obtains no rights, title, or interest in the Premises or Tower under this Agreement, except for the rights specifically granted hereunder.
3. **TERM.** The term of this Agreement shall be **for a period of ten (10) years from the Effective Date** (hereinafter the "**Term**"); the Term being subject to the provisions of this License.
4. **RENT.** Licensee shall pay City TEN DOLLARS (\$10.00) in rent per year, plus reimbursement of any actual costs incurred by City related to Licensee's use under this Agreement.
5. **WORK; INSTALLATION.** Licensee shall not perform any Work without the prior written approval of City, which will not be unreasonably withheld so long as such Work does not cause Interference with any Tenant's use of the Tower and so long as the weight and load levels of the Tower are not increased as a result thereof. All Work must comply with plans approved by City and with all Applicable Laws and must be performed by contractors whom City has approved in writing. Licensee shall ensure that the Work does not interfere or cause Interference with communications systems, equipment and operations of Priority Users on the Tower. City reserves the right, in its sole discretion, to forbid any person or company to climb any tower structure City owns or leases. Licensee shall pay all invoices in a timely manner to prevent the imposition of any liens on City's property or Licensee's property located on the Tower, and failure to do so resulting in a mechanic's lien on the Premises or the Tower is a breach of this Agreement. Licensee shall not install or cause to be installed any additional utilities without the prior consent of City, which consent will not be unreasonably withheld. City acknowledges receipt of a Structural Analysis for the Tower, attached hereto as Exhibit B and incorporated herein by reference, which determined that the Tower is structurally adequate to accommodate Licensee's installation of Equipment pursuant to this Agreement, but makes no warranty of the same. City may require a future structural analysis, AM Detuning Study and/or an Intermodulation Study in connection with any proposed Work, with such requirement

delivered to Licensee simultaneously with City's approval of Licensee's Work, and Licensee will be liable for the cost thereof. If the structural analysis reveals the Equipment cannot safely be installed on the Tower, this Agreement will automatically terminate without further obligation on either party's part. Upon completion of any Work, Licensee shall submit written evidence satisfactory to City confirming that the modifications or improvements were performed in precisely the manner approved by City, without any change whatsoever, unless said change had the prior written approval of City.

6. **ACCESS.** Only Licensee's authorized engineers, employees, or properly authorized contractors, subcontractors, and agents of Licensee, approved in advance by City, and FCC Inspectors if required by law, will be permitted to enter the Premises. Licensee shall submit to City the names of Licensee's service technicians who shall constitute authorized engineers, employees, contractors, subcontractors, or agents of Licensee, but such individuals must not enter the Premises until City provides written approval of entry. To further facilitate security and safety procedures, Licensee shall update its list of authorized personnel as such updating may be required. Licensee understands that its authorized technicians will observe all reasonable security and safety procedures, now or in the future placed in effect, by City. Such procedures may include, but are not limited to, any sign-in/sign-out log that may be required by City. City hereby authorizes J.E. Dunn Construction Company, a Missouri corporation to enter the Premises for the purposes of installation of Equipment pursuant to this Agreement.
7. **ACCEPTANCE, MAINTENANCE AND REPAIR.** Licensee agrees that it has inspected and knows the condition of the Premises and accepts the Premises in its present condition. Licensee shall restore the Premises to as good or better condition at the end of the Term.
8. **Interference.**
 - a. **General.** Licensee shall cooperate to the fullest extent with any Tenant and City, so as to anticipate and prevent any Interference of any and all Tenants whose equipment was installed on the Tower prior to the day that Licensee installs its Equipment on the Tower. In addition to the foregoing, in no event will Licensee's use of the Tower or operation of any Equipment, be conducted in a manner that causes Interference with City's lighting system. If City, in its sole discretion, determines that Licensee's use of the Equipment results in Interference, City shall notify Licensee, and Licensee shall immediately cease operations. Licensee is solely responsible to reimburse City for any damages resulting from said Interference.
 - b. **Information.** Licensee shall cooperate with City and with Tenants for purposes of avoiding Interference and/or investigating claims of Interference. Within ten days of City's request, Licensee shall provide City a list of Licensee's transmit and receive frequencies and Equipment specifications necessary to resolve or investigate claims of Interference.

- c. Priority. Subject to FCC Rules and Regulations and other Applicable Law, the parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Tenants has been based on the priority of occupancy of each user of the Tower, which occupancy has been based on the order of submittal to City of its collocation application or full execution of a license agreement. Licensee acknowledges and agrees that if Licensee replaces its Equipment or alters the frequency of the Equipment to a frequency range other than as described on **Exhibit A**, Licensee will lose its priority position for protection from Interference regarding Equipment operating at the new frequency in its relationship to Tenants that occupy the Tower as of the date Licensee replaces its Equipment or alters its frequency, consistent with this Section.
 - d. Interference to Licensee's Operations. If Licensee experiences Interference caused by Subsequent Users, Licensee shall notify City in writing of such Interference, and City shall cause the party responsible for the Interference to immediately take all steps necessary to determine the cause of and eliminate such Interference. If the Interference continues for a period exceeding seventy-two hours following such notification, City shall use commercially reasonable efforts to cause the Subsequent User to reduce power or cease operations until such time as such Subsequent User can make repairs to the equipment causing such Interference.
 - e. Interference by Licensee. Notwithstanding any prior approval by City of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause interference to City or other Priority Users of the Tower. If Licensee is notified in writing that its operations are causing Interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such Interference. If the Interference continues for a period exceeding seventy-two hours following such notification, City shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. If Licensee fails to promptly take such action, then City shall have the right to terminate the operation of the Equipment causing such Interference, at Licensee's cost, and without liability to Licensee for any inconvenience, disturbance, loss of business, or other damage as the result of such actions. To the extent allowable by law and subject to appropriation, Licensee shall indemnify and hold City and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims, and liability that result from Interference to Priority Users caused by Licensee's Equipment. City shall require the inclusion of a similar provision in any license for all Subsequent Users.
9. **FCC Requirements Regarding Interference**. Nothing herein will prejudice, limit, or impair Licensee's rights under Applicable Law, including, but not limited to FCC Rules and Regulations, to redress any Interference independently of the terms of this Section. Notwithstanding anything herein to the contrary, the provisions set forth in this Section will be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees in the deployment of their

frequencies and the operation of the Equipment. If Licensee deploys its frequencies or operates the Equipment in a manner which prevents any other user of the Tower or Premises from decoding signal imbedded in their licensed frequencies such that City makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by City, Licensee will be in default of this Agreement and the remedies set forth in herein will apply

10. **HAZARDOUS SUBSTANCES AND WASTES.** Licensee agrees that it shall not keep, ship to, ship from, permit or generate any Hazardous Material on the Premises without the expressed consent of the Licensor. Hazardous Material, shall mean (i) "Hazardous Substances" as that term is defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Sec. 9601, et seq.; (ii) "Hazardous Wastes." as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Sec. 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, (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C Sec. 2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition; provided, however that Licensor acknowledges that the existing motels and asphalt may contain Hazardous Material, and Licensee must comply with applicable law in the demolition and removal of any such Hazardous Material.
11. **POSSESSION AT BEGINNING OF TERM.** Licensor shall give possession to the Premises to the Licensee at the commencement of the Term.
12. **LICENSOR'S RIGHT OF ENTRY.** Licensor or Licensor's agent may enter the Premises at reasonable hours to examine the same, to do anything Licensor may be required to do hereunder or which Licensor may deem necessary for the good of the Premises; provided, Licensor shall notify Licensee in advance of the timeframe and names of the personnel who will enter the Premises, and shall instruct such personnel to wear identifying badges and observe all safety protocols in place while on the Premises.
13. **SIGNS AND ADVERTISEMENTS.** Licensee shall not put upon, nor permit to be put upon, any part of the Premises, any signs, billboards or advertising whatsoever, without written consent of Licensor's Director of Water Services, provided that appropriate signage may be used to indicate the Premises is a construction site.
14. **AMERICANS WITH DISABILITIES ACT.** The Licensee agrees to comply with all provisions, where applicable, of Public Law 101-336 as it appears in CFR Part 35 and 298 CFR Part 1630 as applicable (Americans with Disabilities Act), as amended from time to

time during the course of this License.

15. INSURANCE

- a. Licensee is a self-insured entity and shall cover liability claims by accounting for and financing its uninsured risk of loss funds in its Legal Expense Fund, except for claims which are barred by sovereign immunity as provided in Section 537.600, RSMo., or other applicable law. Licensee shall further cover workers' compensation claims by accounting for and financing its uninsured risks of loss. Licensee has secured insurance to limit loss exposure to cover Licensee's statutory obligation with a self-insured retention of no more than \$2,000,000 per occurrence. Licensee may adjust the self-insured retention based on market conditions, or even procure other risk transfer products such as an occupational death and dismemberment policy. Licensee carries excess workers' compensation coverage through a private insurance in accordance with the State of Missouri's self-insurance rules. Licensee shall provide relevant, written insurance certificates to Landlord upon request. Prior to the commencement Work under this Agreement, Licensee shall provide to City Local Media, Inc. ("Certificate Holder") (at 4370 Peachtree Rd., NE, Atlanta, GA 30319, Attn: Risk Management) (1) a fully executed copy of this Agreement and (2) a Certificate of Insurance verifying the following minimum coverages with respect to the insurance policies of each contractor and subcontractor Licensee uses to perform any portion of Work or services under this Agreement, in all cases, with each insurance carrier having a rating by A.M. Best of A- VII or higher and all such insurance being primary and non-contributory:
 - (i) **Commercial General Liability** – an Occurrence based ISO policy or its functional equivalent that includes contractual liability; a minimum of \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products-Completed Operations Aggregate / \$5,000 Medical Expense (any one person). City Local Media, Inc. and all its parents and subsidiaries must be included as Additional Insureds, and the policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.
 - (ii) **Umbrella Coverage** – a minimum limit of \$1,000,000 that follows the Commercial General Liability policy.
 - (iii) **Automobile Liability** – a minimum \$1,000,000 CSL with both hired and non-owned liability. City Local Media, Inc. and all its parents and subsidiaries must be included as Additional Insureds, and the policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.
 - (iv) **Workers' Compensation / Employers Liability** – a minimum of \$1,000,000 each accident, \$1,000,000 policy limit, \$1,000,000 each employee. Policy must include each proprietor, partner, executive, officer, or LLC member of Licensee. The policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.

In addition to the insurance coverages required above, in the event any Work is to be performed by or on behalf of Licensee on or at the Premises, prior to commencement of such Work, Licensee shall also obtain and deliver (or cause to be obtained and delivered from its contractors and subcontractors) to City the following:

- (v) **Professional E&O Liability (structural engineering) coverage** – a minimum of \$1,000,000 per occurrence. The policy must be maintained until the expiration of the applicable statute of limitations following completion of the Work for which the policy was obtained.
- (vi) **All Risk Builders / Installation Floater coverage** – a minimum of replacement cost value of the Tower, antennae, cost of modifications, repairs or alternations, and estimated cost of debris removal. Coverage should include Faulty Workmanship or Materials and Faulty Design Specifications. The policy must be maintained until the completion of the work for which the policy was obtained.
- (vii) **Insurance and Indemnification Agreement** – Licensee must obtain an executed Insurance and Indemnification Agreement from each contractor, subcontractor, consultant, and other vendor providing services in connection with any Work on or at the Premises, the form of which will be provided to Licensee upon Licensee’s delivery of written request to City.

- b. Licensee’s failure to comply with any insurance requirements set forth in this Section or any other agreement between the parties will not relieve Licensee from any liability under this Agreement. Licensee’s obligations herein will not be construed to conflict with or limit Licensee’s indemnification obligations under this Agreement.
- c. Licensee will avoid any action that may cause damage to any part of the Tower or equipment owned by Tenants.

16. **INDEMNITY AND PUBLIC LIABILITY.** The Licensee shall defend and indemnify, hold harmless, protect and save the Licensor 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 Licensor 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 Licensor, its officers or employees, to the extent such claims arise from or be attributable to or be caused directly or indirectly by (i) any wrongful act or omission of Licensee, its officers, agents, employees, including volunteers, contractors, patrons, lessees or invitees (the “Licensee Parties”); (ii) any violation of law, ordinance or governmental regulations or orders by the Licensee Parties of any kind; (iii) the negligent performance by the Licensee Parties of any authorized or permitted act contemplated by this Agreement; or (iv) any contaminating materials in and around the Premises; provided that Licensee

shall not be responsible to Licensor to the extent of the negligence or willful misconduct of the Licensor, its officers, employees volunteers, contractors, patrons, lessees or invitees.

17. **FORCE MAJEURE, FAILURE OF SERVICE; DAMAGE TO PROPERTY ON PREMISES.** Licensee agrees that all property of every kind and description kept, stored or placed in or on the Premises by Licensee or its agents shall be at Licensee's sole risk and hazard and that Licensor 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. City will incur no liability to Licensee for failure to furnish space, as provided herein, or to render any service, if prevented by wars, acts of terrorism, fires, strikes or labor troubles, accidents, acts of God, acts by the City, State, Federal or other governmental authorities, unavoidable delay, or other causes beyond City's direct control, involving the partial or total destruction of real property, the Tower, or the Transmission Building. City will use its best efforts to replace and restore damaged or destroyed elements of its property (utilizing available insurance and/or condemnation proceeds only) and reinstate services as promptly and reasonably as possible. In the event of the total or substantial partial destruction of the Tower, City may, at its option, either (i) terminate this Agreement, or (ii) rebuild its facilities and reinstate service to Licensee as promptly as reasonably possible (utilizing available insurance or condemnation proceeds only).

18. **RF Radiation and Safety/ Antenna Servicing.**

- a. Immediately upon demand of City, Licensee at Licensee's sole expense shall have RF Radiation Studies performed to respond to any reasonable belief by City that Licensee's use of the Tower is in violation of any applicable radio frequency ("RF") radiation restrictions or any other law, rule, or regulation. Such studies shall be certified to and delivered to City. Licensee shall immediately shut down its Equipment, transmission operations, and systems upon notice from City, or if at any time Licensee has reason to believe, that failure to so act will or may foreseeably result in human exposure to RF radiation in excess of guidelines established by the American National Standards Institute (including any other successor association established for the same purpose, "ANSI") or FCC Rules and Regulations in effect at such time. Licensee shall also shut down or reduce its transmission operations as reasonably requested by City to permit inspection, construction, or maintenance activities in or on the Tower, whether such request is made to accommodate City's or a Tenant's needs. All such requests by City requiring the reduction or shutdown of Licensee's operations for discretionary purposes shall be given with reasonable advance notice and shall be made for periods that are intended to cause as little disruption to Licensee's operations as is commercially reasonable. If Licensee fails to reduce or shut down its Equipment, transmission operations, or systems pursuant to this Section, City may reduce or temporarily terminate power to Licensee's Equipment, transmission operations, or systems, and City will incur no liability to Licensee for such reduction or termination of power. Licensee shall inform all employees, agents and contractors who may perform work at the Tower of radiation protection rules, including those set forth herein, and shall inform all such persons of the presence of warning signs

at the Tower designating certain areas or locations as prohibited areas or “hot spots.” Licensee shall maintain compliance with all applicable rules, laws, and regulations concerning RF radiation.

- b. Licensee shall cooperate fully in taking the necessary steps to protect personnel working on the Tower from exposure to RF Radiation energy in excess of acceptable standards as may now, or in the future, be established by the ANSI and adopted by the FCC or any other government agency which now or in the future may regulate such matters.

19. PUBLIC REQUIREMENTS. Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof.

20. ASSIGNMENT AND SUBLICENSE. Licensee shall not assign, transfer, or encumber this Agreement and shall not sublicense the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Licensor; provided that Licensee may allow its contractors and employees of affiliates of Licensee to enter the Premises in connection with the Purpose.

21. DEFAULT.

- a. In the event Licensee shall cause Interference and fails to cease such Interference within the time periods set forth in herein, City shall have the right to terminate this Agreement and all other rights and remedies afforded under the laws of the State of Missouri, without limitation, and the right to impose a lien against all of the Equipment of Licensee installed on the Tower for any costs, loss or damage caused to City by the default of Licensee. In the event Licensee breaches any other obligations under this Agreement and fails to cure the same within twenty days following receipt of written notice, City shall have the right to terminate this Agreement immediately. Regardless of whether City elects to terminate this Agreement, Licensee is liable to City for all costs of collection, including reasonable attorney’s fees and court costs.
- b. Upon the expiration of the Term or termination of this Agreement in accordance with any provisions of this Agreement, Licensee shall quit and peaceably surrender the Tower and its space on the Tower and within the Premises to City in good order and repair less reasonable wear and tear; damage by fire and other casualty excepted provided insurance proceeds are delivered to City if the damage is covered by insurance required of Licensee hereunder. Licensee shall remove any Equipment immediately upon expiration of the Term or the termination of this Agreement. Should Licensee refuse or delay to remove any Equipment, City may immediately terminate Licensee’s right to license the Premises by written notice to Licensee, whereupon all right, title, and interest in and to the Equipment will vest in City who may dispose of the Equipment in its sole discretion without any liability to Licensee.

- c. No right or remedy conferred upon or reserved to City in this Agreement is intended to be exclusive of any other right or remedy, and every right and remedy of City is cumulative whether existing at law or in equity or by statute.
 - d. The right to enter judgment against Licensee and to enforce all of the other provisions of this Agreement may, at the option of any assignee of this Agreement, be exercised by any assignee of City's interest in this Agreement for his, her, their, or its own name.
22. **CONTINUING OBLIGATION.** Neither the termination of this Agreement for default nor any dispossessory order shall relieve Licensee of its previously accrued and future liability and obligations under this Agreement, and any such liability and obligation shall survive any such termination or order.
23. **OBSOLESCENCE/DECOMMISSIONING.** In addition to any other right of City to terminate this Agreement, City has the right to terminate this Agreement upon at least sixty (60) days' written notice to Licensee in the event (i) City determines, in its sole discretion, the Tower is, or has become, obsolete or unnecessary; or (ii) the Tower is decommissioned for any reason. Upon termination of this Agreement pursuant to this Section, City will have no further obligation to Licensee under this Agreement, and Licensee shall remove its equipment from the Tower in accordance with Section 21(b).
24. **QUIET ENJOYMENT.** City covenants that Licensee, on paying the applicable License Fees and performing the covenants contained in this Agreement, will and may peacefully and quietly hold and enjoy the rights provided for in this Agreement for the Term hereof and subject to the provisions contained in this Agreement. Except as to a claim of title superior to that of City which would violate the covenant of quiet enjoyment set forth in this Section, City makes no representations or warranties whatsoever and Licensee accepts the rights and privileges set forth herein strictly on an "As Is" basis. This Agreement is always subject and subordinate to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever that may now exist or hereafter be placed on or against the Tower or Premises, all without the necessity of having further instruments executed by Licensee to effect such subordination.
25. **RECORDING.** Licensee shall not, without the prior written approval of Licensor, record this Agreement or cause it to be recorded. In the event that Licensee does cause it to be recorded, Licensor may terminate the License, upon thirty (30) days' notice, at its sole option.
26. **NOTICE.** Any notices hereunder shall be sufficient if sent by U.S. Mail, postage prepaid:

Addressed to Licensee:

Jackson County
[department contact]
414 E. 12th Street, 1st Floor
Kansas City, MO 64106

Addressed to Licensor:

**City of Kansas City
Director, General Services
414 E. 12th Street, 1st Floor
Kansas City, MO 64106**

27. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties, and no modification of this Agreement shall be binding upon the Parties unless evidenced by an agreement in writing signed by both the Licensor and the Licensee after the date hereof.

[Remainder of page intentionally left blank. Signature page to follow.]

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

LICENSEE: JACKSON COUNTY, MISSOURI

BY: _____
Name:
Title:

LICENSOR: CITY OF KANSAS CITY, MISSOURI, a Constitutionally Chartered Municipal Corporation of the State of Missouri

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

APPROVED AS TO FORM:

BY: _____
Abigail Judah
Assistant City Attorney

Exhibit B

[Structural Analysis]

*Full report on file with GSD

*Hayden Tower Service
HYMO0002, JE Dunn Van Brunt
SSC # MO-1295-E, page 7*

Foundation Analysis Results

Reactions corresponding to the proposed factored loading were investigated and compared to the foundation design factored loading provided. Reactions are duplicated in the following table:

Base Reaction Check	ATC #43541121 Foundation Design Capacity	Max Proposed Factored Load Case	% design value
Compression, kips	335.9	249.1	74.2
Uplift, kips	300.6	208.8	69.5
Shear, kips	35.3	31.8	98.1

Reactions corresponding to the proposed loading are less than the design reactions of the existing base foundations. Assuming the foundations were properly installed in the geotechnical conditions reported, the foundations **can be considered adequate** for the proposed loading conditions.

Recommendations

It is our conclusion that this tower as analyzed **does comply** with TIA-222-H Structural Standards under the proposed loading conditions.

If the proposed loading conditions are different or change from those analyzed, this report shall be deemed obsolete and further investigation will be required.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

William Barnhart

William Barnhart



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260293

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

Director of General Services to enter into a license agreement with Jackson County, Missouri for the tower located at 5301 E. 27th Street for a period of ten (10) years.

Discussion

KCMO owns a cell Tower at 5301 E 27th St. Jackson County would like to install a satellite dish on the Tower to connect to the radio system at its new detention facility. Structural assessment has been approved.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
None
3. How does the legislation affect the current fiscal year?
None - Rent will be \$10.00 annually but will not be collected this FY.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
None
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
None

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

This ordinance has no direct fiscal impact.

Citywide Business Plan (CWBP) Impact

- 1. View the [Adopted 2025-2029 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?
Finance and Governance (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
 - Ensure City Government is responsive, representative, engaged, and transparent; particularly when faced with unforeseen challenges.
 - Operate an efficient City government workforce through effective employee recruitment, development, retention, and engagement.
 - Present a realistic view of financial indicators for improved communications on impact to the City.
 -
 -
 -

Prior Legislation

NONE

Service Level Impacts

NA

Staff Recommendation

General Services

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?
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.

[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)



*CREO Document Submittal Project

CREO Document Submittal for Non e-Builder Projects: #2690

Subject: Non-Discrimination & Equal Opportunity Review Document Upload |
Contract NA | MARRS tower install
Creator: Wise, Ashley
Date Created: 03.06.2026 12:25PM
Process Date Due:
Open: Yes

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

Comments

Comment **By:** Christina Brown, CITY OF KANSAS CITY
3/10/2026 1:45:38 PM

A document was attached

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

Date: 03.06.26

Form Prepared By: Ashley Wise

Contract/Project Number: NA	Project Name: MARRS tower install
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: <input checked="" type="checkbox"/>	Ch. 38: <input checked="" type="checkbox"/>
RSMo 213: _____	Title VI: <input checked="" type="checkbox"/>
MWDBE: _____	Prevailing Wage and Labor Standards: _____
SLBE: _____	RSMo 34 Anti-Discrimination Against Israel: <input checked="" type="checkbox"/>

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other: License / Lease agreement

Additional Information:
 This license is permission for Jackson County to install a satellite dish on our city owned tower at 27th and Van Brunt. The satellite is for their use at the new detention center they are constructing. License is for 10 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:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: Christina GT Brown Signed by: _____ Date: 3/10/2026

Comments:



NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT (the “**Agreement**”), is made and entered into this ___ day of _____, 2026 (“**Effective Date**”), by and between the **City of Kansas City**, a Missouri constitutional charter municipal corporation, (“**Licensor**” or “**City**”), and **Jackson County, Missouri**, (“**Licensee**” or “**County**”) (each, a “**Party**” and collectively, the “**Parties**”).

WHEREAS, the City owns the tower located at 5301 E. 27th Street, Kansas City, Jackson County, Missouri 64128, with site coordinates being 39.075338, -94.521611 (the “**Tower**”), which currently houses numerous antennas and transmission lines;

WHEREAS, Licensee is constructing a new county detention center and is seeking to connect the new facility to the Metropolitan Area Regional Radio System (“**MARRS Network**”);

WHEREAS, Licensee has contracted with JE Dunn Construction to carry out the installation of the satellite dish;

WHEREAS, Licensee contracted for a Tower Analysis Report, which indicates that the Tower may support the installation of the satellite dish;

NOW, THEREFORE, LICENSOR AND LICENSEE AGREE AS FOLLOWS:

1. **Additional Definitions.** All capitalized terms used throughout this Agreement have the following definitions.
 - a. **AM Detuning Study:** A study to determine whether measures must be taken to avoid disturbance of an AM radio station signal pattern.
 - b. **Applicable Law(s):** All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over the Tower and/or Premises or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.
 - c. **Claims:** Demands, claims, suits, actions, proceedings or investigations brought against a person by an unrelated or unaffiliated party, and all debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

- d. **Equipment:** The communications system, including antennas, satellite dishes, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Premises, as depicted and/or listed on Exhibit A.
- e. **FCC:** The United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.
- f. **FCC Rules and Regulations:** All of the applicable rules, regulations, public guidance, written policies and decisions issued by the FCC.
- g. **Hazardous Materials:** Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant, or contaminant subject to reporting, investigation, or remediation pursuant to Applicable Laws; any substance which is or becomes regulated by any federal, state, or local governmental authority; and any oil, petroleum products, and their by-products.
- h. **Interference:** Interference includes (i) any performance degradation, misinterpretation, or loss of information to a telecommunications system caused by unwanted energy emissions, radiations, or inductions; (ii) any condition that constitutes “interference” within the meaning of the provisions of the recommended practices of the Electronics Industry Association, or any other successor association established for the same purpose, and/or FCC Rules and Regulations then in effect, or (iii) a material impairment of the quality of either the transmitted or received signals of a broadcasting activity of any Tenant on the Tower in a material portion of the broadcast service area of such activity, as compared to that which were obtained prior to Licensee’s commencement of or alteration to their operations from the Tower.
- i. **Intermodulation Study:** A study to determine whether an Interference problem may arise.
- j. **Permitted Use:** Subject to compliance with the other terms and conditions of this Agreement, the installation, removal, replacement, modification, repair, and operation of the Equipment in accordance with Applicable Laws.
- k. **Premises:** The property located at 5301 E. 27th Street, Kansas City, Missouri, where the Tower is located, as depicted on Exhibit A.
- l. **Priority Users:** Any licensed user of the Tower that holds a priority position in relationship to Licensee for protection from Interference, which status is subject to change as set forth herein.
- m. **Subsequent Users:** Any user of the Tower that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in Section 8, which status is subject to change as set forth herein.

- n. **Tenant:** Any other user, licensee, lessee, occupant, or broadcaster now or hereafter on the Tower and including, where the context applies, Licensee.
 - o. **Work:** Any work performed on the Tower by or on behalf of Licensee, including installations, improvements, modifications, enhancements, replacements, or additions to the Equipment.
2. **GRANT OF LICENSE.** Licensor hereby grants to Licensee, a license to install its satellite onto the Tower pursuant to the plans set forth in Exhibit A, attached hereto and incorporated herein by reference, and no other use. City will coordinate with Licensee in obtaining, at Licensee's expense, all licenses and permits required for Licensee's use of the Premises. City reserves the right to move Licensee's Equipment to comparable space on the Tower at City's expense so long as the same does not interfere with Licensee's rights under this Agreement. Licensee shall comply with all Applicable Laws in connection with the installation, maintenance, use, and operation of the Equipment and Licensee's use of the Premises and Tower. Licensee shall at all times keep the Equipment and Premises in good and safe condition, order, and repair. Licensee obtains no rights, title, or interest in the Premises or Tower under this Agreement, except for the rights specifically granted hereunder.
3. **TERM.** The term of this Agreement shall be **for a period of ten (10) years from the Effective Date** (hereinafter the "**Term**"); the Term being subject to the provisions of this License.
4. **RENT.** Licensee shall pay City TEN DOLLARS (\$10.00) in rent per year, plus reimbursement of any actual costs incurred by City related to Licensee's use under this Agreement.
5. **WORK; INSTALLATION.** Licensee shall not perform any Work without the prior written approval of City, which will not be unreasonably withheld so long as such Work does not cause Interference with any Tenant's use of the Tower and so long as the weight and load levels of the Tower are not increased as a result thereof. All Work must comply with plans approved by City and with all Applicable Laws and must be performed by contractors whom City has approved in writing. Licensee shall ensure that the Work does not interfere or cause Interference with communications systems, equipment and operations of Priority Users on the Tower. City reserves the right, in its sole discretion, to forbid any person or company to climb any tower structure City owns or leases. Licensee shall pay all invoices in a timely manner to prevent the imposition of any liens on City's property or Licensee's property located on the Tower, and failure to do so resulting in a mechanic's lien on the Premises or the Tower is a breach of this Agreement. Licensee shall not install or cause to be installed any additional utilities without the prior consent of City, which consent will not be unreasonably withheld. City acknowledges receipt of a Structural Analysis for the Tower, attached hereto as Exhibit B and incorporated herein by reference, which determined that the Tower is structurally adequate to accommodate Licensee's installation of Equipment pursuant to this Agreement, but makes no warranty of the same. City may require a future structural analysis, AM Detuning Study and/or an Intermodulation Study in connection with any proposed Work, with such requirement

delivered to Licensee simultaneously with City's approval of Licensee's Work, and Licensee will be liable for the cost thereof. If the structural analysis reveals the Equipment cannot safely be installed on the Tower, this Agreement will automatically terminate without further obligation on either party's part. Upon completion of any Work, Licensee shall submit written evidence satisfactory to City confirming that the modifications or improvements were performed in precisely the manner approved by City, without any change whatsoever, unless said change had the prior written approval of City.

6. **ACCESS.** Only Licensee's authorized engineers, employees, or properly authorized contractors, subcontractors, and agents of Licensee, approved in advance by City, and FCC Inspectors if required by law, will be permitted to enter the Premises. Licensee shall submit to City the names of Licensee's service technicians who shall constitute authorized engineers, employees, contractors, subcontractors, or agents of Licensee, but such individuals must not enter the Premises until City provides written approval of entry. To further facilitate security and safety procedures, Licensee shall update its list of authorized personnel as such updating may be required. Licensee understands that its authorized technicians will observe all reasonable security and safety procedures, now or in the future placed in effect, by City. Such procedures may include, but are not limited to, any sign-in/sign-out log that may be required by City. City hereby authorizes J.E. Dunn Construction Company, a Missouri corporation to enter the Premises for the purposes of installation of Equipment pursuant to this Agreement.
7. **ACCEPTANCE, MAINTENANCE AND REPAIR.** Licensee agrees that it has inspected and knows the condition of the Premises and accepts the Premises in its present condition. Licensee shall restore the Premises to as good or better condition at the end of the Term.
8. **Interference.**
 - a. **General.** Licensee shall cooperate to the fullest extent with any Tenant and City, so as to anticipate and prevent any Interference of any and all Tenants whose equipment was installed on the Tower prior to the day that Licensee installs its Equipment on the Tower. In addition to the foregoing, in no event will Licensee's use of the Tower or operation of any Equipment, be conducted in a manner that causes Interference with City's lighting system. If City, in its sole discretion, determines that Licensee's use of the Equipment results in Interference, City shall notify Licensee, and Licensee shall immediately cease operations. Licensee is solely responsible to reimburse City for any damages resulting from said Interference.
 - b. **Information.** Licensee shall cooperate with City and with Tenants for purposes of avoiding Interference and/or investigating claims of Interference. Within ten days of City's request, Licensee shall provide City a list of Licensee's transmit and receive frequencies and Equipment specifications necessary to resolve or investigate claims of Interference.

- c. Priority. Subject to FCC Rules and Regulations and other Applicable Law, the parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Tenants has been based on the priority of occupancy of each user of the Tower, which occupancy has been based on the order of submittal to City of its collocation application or full execution of a license agreement. Licensee acknowledges and agrees that if Licensee replaces its Equipment or alters the frequency of the Equipment to a frequency range other than as described on Exhibit BA, Licensee will lose its priority position for protection from Interference regarding Equipment operating at the new frequency in its relationship to Tenants that occupy the Tower as of the date Licensee replaces its Equipment or alters its frequency, consistent with this Section.
 - d. Interference to Licensee's Operations. If Licensee experiences Interference caused by Subsequent Users, Licensee shall notify City in writing of such Interference, and City shall cause the party responsible for the Interference to immediately take all steps necessary to determine the cause of and eliminate such Interference. If the Interference continues for a period exceeding seventy-two hours following such notification, City shall use commercially reasonable efforts to cause the Subsequent User to reduce power or cease operations until such time as such Subsequent User can make repairs to the equipment causing such Interference.
 - e. Interference by Licensee. Notwithstanding any prior approval by City of Licensee's Equipment, Licensee agrees that it will not allow its Equipment to cause interference to City or other Priority Users of the Tower. If Licensee is notified in writing that its operations are causing Interference, Licensee will immediately take all necessary steps to determine the cause of and eliminate such Interference. If the Interference continues for a period exceeding seventy-two hours following such notification, City shall have the right to require Licensee to reduce power or cease operations until such time as Licensee can make repairs to the interfering Equipment. If Licensee fails to promptly take such action, then City shall have the right to terminate the operation of the Equipment causing such Interference, at Licensee's cost, and without liability to Licensee for any inconvenience, disturbance, loss of business, or other damage as the result of such actions. To the extent allowable by law and subject to appropriation, Licensee shall indemnify and hold City and its subsidiaries and affiliates harmless from all costs, expenses, damages, claims, and liability that result from Interference to Priority Users caused by Licensee's Equipment. City shall require the inclusion of a similar provision in any license for all Subsequent Users.
9. **FCC Requirements Regarding Interference**. Nothing herein will prejudice, limit, or impair Licensee's rights under Applicable Law, including, but not limited to FCC Rules and Regulations, to redress any Interference independently of the terms of this Section. Notwithstanding anything herein to the contrary, the provisions set forth in this Section will be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees in the deployment of their

frequencies and the operation of the Equipment. If Licensee deploys its frequencies or operates the Equipment in a manner which prevents any other user of the Tower or Premises from decoding signal imbedded in their licensed frequencies such that City makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by City, Licensee will be in default of this Agreement and the remedies set forth in herein will apply

10. **HAZARDOUS SUBSTANCES AND WASTES.** Licensee agrees that it shall not keep, ship to, ship from, permit or generate any Hazardous Material on the Premises without the expressed consent of the Licensor. Hazardous Material, shall mean (i) "Hazardous Substances" as that term is defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 U.S.C. Sec. 9601, et seq.; (ii) "Hazardous Wastes." as that term is defined by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Sec. 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, (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C Sec. 2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition; provided, however that Licensor acknowledges that the existing motels and asphalt may contain Hazardous Material, and Licensee must comply with applicable law in the demolition and removal of any such Hazardous Material.
11. **POSSESSION AT BEGINNING OF TERM.** Licensor shall give possession to the Premises to the Licensee at the commencement of the Term.
12. **LICENSOR'S RIGHT OF ENTRY.** Licensor or Licensor's agent may enter the Premises at reasonable hours to examine the same, to do anything Licensor may be required to do hereunder or which Licensor may deem necessary for the good of the Premises; provided, Licensor shall notify Licensee in advance of the timeframe and names of the personnel who will enter the Premises, and shall instruct such personnel to wear identifying badges and observe all safety protocols in place while on the Premises.
13. **SIGNS AND ADVERTISEMENTS.** Licensee shall not put upon, nor permit to be put upon, any part of the Premises, any signs, billboards or advertising whatsoever, without written consent of Licensor's Director of Water Services, provided that appropriate signage may be used to indicate the Premises is a construction site.
14. **AMERICANS WITH DISABILITIES ACT.** The Licensee agrees to comply with all provisions, where applicable, of Public Law 101-336 as it appears in CFR Part 35 and 298 CFR Part 1630 as applicable (Americans with Disabilities Act), as amended from time to

time during the course of this License.

15. INSURANCE

- a. Licensee is a self-insured entity and shall cover liability claims by accounting for and financing its uninsured risk of loss funds in its Legal Expense Fund, except for claims which are barred by sovereign immunity as provided in Section 537.600, RSMo., or other applicable law. Licensee shall further cover workers' compensation claims by accounting for and financing its uninsured risks of loss. Licensee has secured insurance to limit loss exposure to cover Licensee's statutory obligation with a self-insured retention of no more than \$2,000,000 per occurrence. Licensee may adjust the self-insured retention based on market conditions, or even procure other risk transfer products such as an occupational death and dismemberment policy. Licensee carries excess workers' compensation coverage through a private insurance in accordance with the State of Missouri's self-insurance rules. Licensee shall provide relevant, written insurance certificates to Landlord upon request. Prior to the commencement Work under this Agreement, Licensee shall provide to City Local Media, Inc. ("Certificate Holder") (at 4370 Peachtree Rd., NE, Atlanta, GA 30319, Attn: Risk Management) (1) a fully executed copy of this Agreement and (2) a Certificate of Insurance verifying the following minimum coverages with respect to the insurance policies of each contractor and subcontractor Licensee uses to perform any portion of Work or services under this Agreement, in all cases, with each insurance carrier having a rating by A.M. Best of A- VII or higher and all such insurance being primary and non-contributory:
 - (i) **Commercial General Liability** – an Occurrence based ISO policy or its functional equivalent that includes contractual liability; a minimum of \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products-Completed Operations Aggregate / \$5,000 Medical Expense (any one person). City Local Media, Inc. and all its parents and subsidiaries must be included as Additional Insureds, and the policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.
 - (ii) **Umbrella Coverage** – a minimum limit of \$1,000,000 that follows the Commercial General Liability policy.
 - (iii) **Automobile Liability** – a minimum \$1,000,000 CSL with both hired and non-owned liability. City Local Media, Inc. and all its parents and subsidiaries must be included as Additional Insureds, and the policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.
 - (iv) **Workers' Compensation / Employers Liability** – a minimum of \$1,000,000 each accident, \$1,000,000 policy limit, \$1,000,000 each employee. Policy must include each proprietor, partner, executive, officer, or LLC member of Licensee. The policy must include a Waiver of Subrogation in favor of the Additional Insureds and Certificate Holder.

In addition to the insurance coverages required above, in the event any Work is to be performed by or on behalf of Licensee on or at the Premises, prior to commencement of such Work, Licensee shall also obtain and deliver (or cause to be obtained and delivered from its contractors and subcontractors) to City the following:

- (v) **Professional E&O Liability (structural engineering) coverage** – a minimum of \$1,000,000 per occurrence. The policy must be maintained until the expiration of the applicable statute of limitations following completion of the Work for which the policy was obtained.
- (vi) **All Risk Builders / Installation Floater coverage** – a minimum of replacement cost value of the Tower, antennae, cost of modifications, repairs or alternations, and estimated cost of debris removal. Coverage should include Faulty Workmanship or Materials and Faulty Design Specifications. The policy must be maintained until the completion of the work for which the policy was obtained.
- (vii) **Insurance and Indemnification Agreement** – Licensee must obtain an executed Insurance and Indemnification Agreement from each contractor, subcontractor, consultant, and other vendor providing services in connection with any Work on or at the Premises, the form of which will be provided to Licensee upon Licensee’s delivery of written request to City.

- b. Licensee’s failure to comply with any insurance requirements set forth in this Section or any other agreement between the parties will not relieve Licensee from any liability under this Agreement. Licensee’s obligations herein will not be construed to conflict with or limit Licensee’s indemnification obligations under this Agreement.
- c. Licensee will avoid any action that may cause damage to any part of the Tower or equipment owned by Tenants.

16. **INDEMNITY AND PUBLIC LIABILITY.** The Licensee shall defend and indemnify, hold harmless, protect and save the Licensor 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 Licensor 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 Licensor, its officers or employees, to the extent such claims arise from or be attributable to or be caused directly or indirectly by (i) any wrongful act or omission of Licensee, its officers, agents, employees, including volunteers, contractors, patrons, lessees or invitees (the “Licensee Parties”); (ii) any violation of law, ordinance or governmental regulations or orders by the Licensee Parties of any kind; (iii) the negligent performance by the Licensee Parties of any authorized or permitted act contemplated by this Agreement; or (iv) any contaminating materials in and around the Premises; provided that Licensee

shall not be responsible to Licensor to the extent of the negligence or willful misconduct of the Licensor, its officers, employees volunteers, contractors, patrons, lessees or invitees.

17. **FORCE MAJEURE, FAILURE OF SERVICE; DAMAGE TO PROPERTY ON PREMISES.** Licensee agrees that all property of every kind and description kept, stored or placed in or on the Premises by Licensee or its agents shall be at Licensee's sole risk and hazard and that Licensor 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. City will incur no liability to Licensee for failure to furnish space, as provided herein, or to render any service, if prevented by wars, acts of terrorism, fires, strikes or labor troubles, accidents, acts of God, acts by the City, State, Federal or other governmental authorities, unavoidable delay, or other causes beyond City's direct control, involving the partial or total destruction of real property, the Tower, or the Transmission Building. City will use its best efforts to replace and restore damaged or destroyed elements of its property (utilizing available insurance and/or condemnation proceeds only) and reinstate services as promptly and reasonably as possible. In the event of the total or substantial partial destruction of the Tower, City may, at its option, either (i) terminate this Agreement, or (ii) rebuild its facilities and reinstate service to Licensee as promptly as reasonably possible (utilizing available insurance or condemnation proceeds only).

18. **RF Radiation and Safety/ Antenna Servicing.**

- a. Immediately upon demand of City, Licensee at Licensee's sole expense shall have RF Radiation Studies performed to respond to any reasonable belief by City that Licensee's use of the Tower is in violation of any applicable radio frequency ("RF") radiation restrictions or any other law, rule, or regulation. Such studies shall be certified to and delivered to City. Licensee shall immediately shut down its Equipment, transmission operations, and systems upon notice from City, or if at any time Licensee has reason to believe, that failure to so act will or may foreseeably result in human exposure to RF radiation in excess of guidelines established by the American National Standards Institute (including any other successor association established for the same purpose, "ANSI") or FCC Rules and Regulations in effect at such time. Licensee shall also shut down or reduce its transmission operations as reasonably requested by City to permit inspection, construction, or maintenance activities in or on the Tower, whether such request is made to accommodate City's or a Tenant's needs. All such requests by City requiring the reduction or shutdown of Licensee's operations for discretionary purposes shall be given with reasonable advance notice and shall be made for periods that are intended to cause as little disruption to Licensee's operations as is commercially reasonable. If Licensee fails to reduce or shut down its Equipment, transmission operations, or systems pursuant to this Section, City may reduce or temporarily terminate power to Licensee's Equipment, transmission operations, or systems, and City will incur no liability to Licensee for such reduction or termination of power. Licensee shall inform all employees, agents and contractors who may perform work at the Tower of radiation protection rules, including those set forth herein, and shall inform all such persons of the presence of warning signs

at the Tower designating certain areas or locations as prohibited areas or “hot spots.” Licensee shall maintain compliance with all applicable rules, laws, and regulations concerning RF radiation.

- b. Licensee shall cooperate fully in taking the necessary steps to protect personnel working on the Tower from exposure to RF Radiation energy in excess of acceptable standards as may now, or in the future, be established by the ANSI and adopted by the FCC or any other government agency which now or in the future may regulate such matters.

19. PUBLIC REQUIREMENTS. Licensee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof.

20. ASSIGNMENT AND SUBLICENSE. Licensee shall not assign, transfer, or encumber this Agreement and shall not sublicense the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Licensor; provided that Licensee may allow its contractors and employees of affiliates of Licensee to enter the Premises in connection with the Purpose.

21. DEFAULT.

- a. In the event Licensee shall cause Interference and fails to cease such Interference within the time periods set forth in herein, City shall have the right to terminate this Agreement and all other rights and remedies afforded under the laws of the State of Missouri, without limitation, and the right to impose a lien against all of the Equipment of Licensee installed on the Tower for any costs, loss or damage caused to City by the default of Licensee. In the event Licensee breaches any other obligations under this Agreement and fails to cure the same within twenty days following receipt of written notice, City shall have the right to terminate this Agreement immediately. Regardless of whether City elects to terminate this Agreement, Licensee is liable to City for all costs of collection, including reasonable attorney’s fees and court costs.
- b. Upon the expiration of the Term or termination of this Agreement in accordance with any provisions of this Agreement, Licensee shall quit and peaceably surrender the Tower and its space on the Tower and within the Premises to City in good order and repair less reasonable wear and tear; damage by fire and other casualty excepted provided insurance proceeds are delivered to City if the damage is covered by insurance required of Licensee hereunder. Licensee shall remove any Equipment immediately upon expiration of the Term or the termination of this Agreement. Should Licensee refuse or delay to remove any Equipment, City may immediately terminate Licensee’s right to license the Premises by written notice to Licensee, whereupon all right, title, and interest in and to the Equipment will vest in City who may dispose of the Equipment in its sole discretion without any liability to Licensee.

- c. No right or remedy conferred upon or reserved to City in this Agreement is intended to be exclusive of any other right or remedy, and every right and remedy of City is cumulative whether existing at law or in equity or by statute.
- d. The right to enter judgment against Licensee and to enforce all of the other provisions of this Agreement may, at the option of any assignee of this Agreement, be exercised by any assignee of City's interest in this Agreement for his, her, their, or its own name.

22. **CONTINUING OBLIGATION.** Neither the termination of this Agreement for default nor any dispossessory order shall relieve Licensee of its previously accrued and future liability and obligations under this Agreement, and any such liability and obligation shall survive any such termination or order.

23. **OBSOLESCENCE/DECOMMISSIONING.** In addition to any other right of City to terminate this Agreement, City has the right to terminate this Agreement upon at least sixty (60) days' written notice to Licensee in the event (i) City determines, in its sole discretion, the Tower is, or has become, obsolete or unnecessary; or (ii) the Tower is decommissioned for any reason. Upon termination of this Agreement pursuant to this Section, City will have no further obligation to Licensee under this Agreement, and Licensee shall remove its equipment from the Tower in accordance with Section 21(b).

24. **QUIET ENJOYMENT.** City covenants that Licensee, on paying the applicable License Fees and performing the covenants contained in this Agreement, will and may peacefully and quietly hold and enjoy the rights provided for in this Agreement for the Term hereof and subject to the provisions contained in this Agreement. Except as to a claim of title superior to that of City which would violate the covenant of quiet enjoyment set forth in this Section, City makes no representations or warranties whatsoever and Licensee accepts the rights and privileges set forth herein strictly on an "As Is" basis. This Agreement is always subject and subordinate to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever that may now exist or hereafter be placed on or against the Tower or Premises, all without the necessity of having further instruments executed by Licensee to effect such subordination.

25. **RECORDING.** Licensee shall not, without the prior written approval of Licensor, record this Agreement or cause it to be recorded. In the event that Licensee does cause it to be recorded, Licensor may terminate the License, upon thirty (30) days' notice, at its sole option.

25.26. **CITY REQUIRED TERMS.** City's required terms and conditions are attached hereto as Exhibit C and incorporated herein by reference. Within the context of Exhibit C, "Licensee" shall be referred to as "Contractor."

26.27. **NOTICE.** Any notices hereunder shall be sufficient if sent by U.S. Mail, postage prepaid:

Addressed to Licensee: **Jackson County**

**[department contact]
414 E. 12th Street, 1st Floor
Kansas City, MO 64106**

Addressed to Licensor: **City of Kansas City
Director, General Services
414 E. 12th Street, 1st Floor
Kansas City, MO 64106**

27.28. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties, and no modification of this Agreement shall be binding upon the Parties unless evidenced by an agreement in writing signed by both the Licensor and the Licensee after the date hereof.

[Remainder of page intentionally left blank. Signature page to follow.]

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

LICENSEE: JACKSON COUNTY, MISSOURI

BY: _____
Name:
Title:

LICENSOR: CITY OF KANSAS CITY, MISSOURI, a Constitutionally Chartered Municipal Corporation of the State of Missouri

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

APPROVED AS TO FORM:

BY: _____
Abigail Judah
Assistant City Attorney

Exhibit A

[PLANS]

Exhibit B

[Structural Analysis]

|

Exhibit C

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 affirmative 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.



File #: 260297

ORDINANCE NO. 260297

Sponsor: City Manager's Office

Approving the Fourth Amendment to the Metro North Crossing Tax Increment Financing Plan.

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), the City Council of Kansas City, Missouri (the "City Council") by Ordinance No. 54556 passed on November 24, 1982, and thereafter amended in certain respects by Committee Substitute for Ordinance No. 911076, as amended, passed on August 29, 1991, Ordinance No. 100089, as amended, passed on January 28, 2010, and Ordinance No. 130986, passed on December 19, 2013, Committee Substitute for Ordinance No. 140823, as amended on, June 18, 2015, Committee Substitute for Ordinance No. 230524, passed on June 22, 2023, and by Committee Substitute for Ordinance No. 240045 on March 21, 2024 created commissions constituted pursuant to Section 99.820.2 (the "Kansas City TIF Commission") and Section 99.820.3 of the Act (the "Clay County KC TIF Commission"); and

WHEREAS, the City created the Administrative TIF Commission and has delegated all powers delegable under the Act, in particular powers enumerated in Section 99.8210.1 RSMo., in connection with administering tax increment financing plans and projects to the Administrative TIF Commission, as provided in Code § 74-58; and

WHEREAS, on December 10, 2015, the City Council passed Ordinance No. 151011, which accepted the recommendations of the then applicable Kansas City TIF Commission and approved the Metro North Crossing Tax Increment Financing Plan (the "Redevelopment Plan") and designated the Redevelopment Area described therein to be a Blighted Area (the "Redevelopment Area"); and

WHEREAS, the Redevelopment Plan has been amended three (3) times by Ordinance No. 180020 on February 1, 2018, by Ordinance No. 190895 on November 7, 2019, and by Ordinance No. 210935 on October 21, 2021; and

WHEREAS, a Fourth Amendment to the Redevelopment Plan ("Fourth Amendment") has been proposed to the City Council, which modifies the Redevelopment Schedule (the "Proposed Fourth Amendment Modifications"); and

WHEREAS, the proposed Fourth Amendment Modifications do not alter the exterior boundaries of the Redevelopment Area or enlarge the exterior boundary of any Redevelopment

Project Area described by the Plan, affect the general land uses described by the Plan or change the nature of any Redevelopment Project described by the Redevelopment Plan; and

WHEREAS, the Council wishes to approve the proposed Fourth Amendment; NOW, THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Council hereby approves and adopts the Fourth Amendment to the Redevelopment Plan, a copy of which is attached hereto.

Section 2. That all terms used in this ordinance, not otherwise defined herein, shall be construed as defined in Section 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act").

Section 3. That the Council hereby finds that:

- (a) Good cause has been shown for amendment of the Plan, and that the findings of the Council in Ordinance No. 151011, Ordinance No. 180020, Ordinance No. 190895, and ordinance No. 210935, except as expressly modified by the Fourth Amendment, are not affected by the Fourth Amendment and apply equally to the Fourth Amendment;
- (b) The Redevelopment Area as a whole is a blighted area, evidenced by defective or inadequate street layout, unsanitary or unsafe conditions including deterioration and dilapidation of site improvements, excessive vacancies, presence of structures below minimum code standards, lack of ventilation, light or sanitary facilities.
- (c) The Redevelopment Area has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan;
- (d) The Redevelopment Plan conforms with the City's current comprehensive plan and will not alter the land use contemplated by the Gashland/Nashua Land Use Plan and the implementation of the Redevelopment Plan will not change the existing zoning for the Redevelopment Project Areas. The Redevelopment Project shall be subject to the applicable provisions of the City's Zoning Ordinance as well as other codes and ordinances as may be amended from time to time.
- (e) The areas selected for Redevelopment Projects include only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project improvements;
- (f) The estimated dates of completion of the respective Redevelopment Projects and retirement of obligations incurred to finance Redevelopment Project Costs, have been stated in the Redevelopment Plan, and are not more than 23 years from the

adoption of any ordinance approving a Redevelopment Project within the Redevelopment Area;

- (g) A plan has been developed for relocation assistance for businesses and residences;
- (h) A cost-benefit analysis showing the impact of the Redevelopment Plan on each taxing district at least partially within the boundaries of the Redevelopment Area has been prepared in accordance with the Act; and
- (i) The Redevelopment Plan does not include the initial development or redevelopment of any gambling establishment.
- (j) A blight study has been completed and the findings of such study satisfy the requirements provided under subdivision (1) of Section 99.805, RSMo.

Section 4. That the Administrative TIF Commission is authorized to issue obligations in one or more series of bonds secured by the Metro North Crossing Account of the Special Allocation Fund to finance Redevelopment Project Costs within the Redevelopment Area and subject to any constitutional limitations, to acquire by purchase, donation, lease or eminent domain, own, convey, lease, mortgage, or dispose of, land or other property, real or personal, or rights or interests therein, and grant or acquire licenses, easements and options with respect thereto, all in the manner and at such price the Administrative TIF Commission determines, to enter into such contracts and stake all such further actions as are reasonably necessary to achieve the objectives of the Redevelopment Plan pursuant to the power delegated to it in Ordinance No. 080726. Any obligations issued to finance Redevelopment Project Costs shall contain a recital that they are issued pursuant to Sections 99.800 and 99.865, which recital shall be conclusive evidence of their validity and of the regularity of their issuance.

Section 5. That pursuant to the provisions of the Redevelopment Plan, as amended by the Fourth Amendment, the City Council approves the pledge of all funds generated from Redevelopment Projects that are deposited into the Metro North Crossing Account of the Special Association Fund to the payment of Redevelopment Project Costs within the Redevelopment Area and authorizes the Administrative TIF Commission to pledge such funds on its behalf.

Section 6. That pursuant to Code § 74-12, the timeline for the substantial completion of the improvements contemplated in the Plan is hereby modified to require substantial completion as provided in the Fourth Amendment.

..end

Approved as to form:

Emalea Kohler
Associate City Attorney

**FOURTH AMENDMENT TO THE
METRO NORTH CROSSING TAX INCREMENT
FINANCING PLAN**

KANSAS CITY, MISSOURI

CITY COUNCIL APPROVAL:

DATE: **ORDINANCE No.**

FIRST AMENDMENT
TO THE
METRO NORTH CROSSING TAX INCREMENT FINANCING

I. Introduction

The Fourth Amendment to the Metro North Crossing Tax Increment Financing Plan (the “Fourth Amendment”) shall amend the Metro North Crossing Tax Increment Financing Plan, as approved by Ordinance No. 151011 (the “Plan”).

The Fourth Amendment to the Plan provides for (1) modifications to the Development Schedule and (2) the inclusion of all conforming changes within the Exhibits to the Plan that are in furtherance of the foregoing modifications.

II. Specific Amendments

The Plan shall be amended as follows:

Amendment No. 1: Delete **Exhibit 5B** of the Plan entitled “Development Schedule” in its entirety and replace it with **Exhibit 5B**, entitled “Development Schedule” attached hereto.

Amendment No. 1

Exhibit 5B

DEVELOPMENT SCHEDULE

EVENT	DATE
City and Agency Approvals	2015
Project 1	Complete
Project 2	Complete
Project 3	Complete
Project 4	Complete
Project 5	Fall 2031
Project 6	Complete
Project 7	Complete



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260297

Submitted Department/Preparer: City Manager's Office

Revised 12/03/25

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

Approving the Fourth Amendment to the Metro North Crossing Tax Increment Financing Plan.

Discussion

Amendment modifies development schedule to extend the construction timeline for Redevelopment Project Area 5, for an additional 5 years.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
TIF
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)

This legislation does not appropriate any 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):
 - Align the City's economic development strategies with the objectives of the City Council to ensure attention on areas traditionally underserved by economic development and redevelopment efforts.
 - Ensure quality, lasting development of new growth.
 - Increase and support local workforce development and minority, women, and locally owned businesses.
 - Create a solutions-oriented culture to foster a more welcoming business environment.
 - Leverage existing institutional assets to maintain and grow Kansas City's position as an economic hub in the Central United States.
 -

Prior Legislation

151011 180020 190895 210935 151012 190992
 190993 190994 220881 210933 210934

Service Level Impacts

None Identified

Staff Recommendation

Economic Development Corporation

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 Identified
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?
Metro North Crossing is doing well, and extending the construction timeline allows for consistent, and quality development for the infill portion of the project site.
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 #: 260300

ORDINANCE NO. 260300

Sponsor: City Manager's Office

Accepting the assignment and assumption agreement from the Maintenance Reserve Corporation; appropriating \$404,221.07 from the Unappropriated Fund Balance of the Maintenance Reserve Corporation and estimating the same as revenue in the Housing Trust Fund; and closing on the books of the City Fund No. 6930, Maintenance Reserve Corporation Fund.

WHEREAS, the Kansas City, Missouri Rehabilitation Maintenance Corporation was established as a general not-for-profit corporation within the State of Missouri in 1975 with the civic purpose of contracting with owners of residential property in Kansas City, Missouri, to perform maintenance on such property after rehabilitation to preserve the benefit of such rehabilitation for the community as a whole; and

WHEREAS, the name of the corporation was changed to the Maintenance Reserve Corporation (MRC) in 1977; and

WHEREAS, throughout its existence, the MRC has accomplished many things in pursuit of its mission, including assisting many Kansas City homeowners with urban revitalization efforts by providing low-interest loans for residential home and neighborhood improvements; and

WHEREAS, in 1994, the MRC received an Exemplary State and Local Award from the National Center for Public Productivity for having produced exceptional cost savings, measurable increases in quality and productivity, and improvements in the quality and effectiveness of government services; and

WHEREAS, in 2016, the MRC provided funding support to the Local Initiatives Support Coalition (LISC) to help them establish the KC Predevelopment Fund (formerly called the Catalytic Urban Predevelopment Fund) which has provided millions of dollars in low-interest financing in support of early-stage development costs for affordable housing projects in the greater Kansas City region; and

WHEREAS, in 2021, the MRC provided \$300,000 in support to the Santa Fe Neighborhood Council's housing rehabilitation program for residential projects in the Santa Fe neighborhood for low-moderate income homeowners; and

WHEREAS, funding for the MRC was previously generated from federal grant award programs including the Department of Housing and Urban Development Community Development Block Grant and appropriations from the City's general fund, and those funding sources are now allocated to other programs and no longer available to support the MRC; and

WHEREAS, in light of the lack of sustainable funding for the MRC, the redundancy of its purpose with the Housing Trust Fund, and to reduce the administrative burden associated with continued operations of the organization, the MRC Board of Directors voted to adopt a plan of dissolution on March 11, 2026, assigning its remaining assets to the City with the recommendation that the funds be transferred to the Housing Trust Fund;

WHEREAS, pursuant to §355.676.1, RSMo., the MRC board provided written notice of dissolution to the Attorney General of the State of Missouri on March 18, 2026, and must wait 20 days before transferring or conveying any assets to the City as part of the dissolution; NOW, THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Council accepts the assignment and assumption agreement issued by the Maintenance Reserve Corporation Board of Directors and directs the City Manager to execute the Assignment and Assumption Agreement on behalf of the City.

Section 2. That the amount of \$404,221.07 of the unappropriated fund balance of the Maintenance Reserve Corporation Fund, Fund No. 6930, is appropriated as follows:

26-6930-129998-902490	Transfer to Housing Trust Fund	\$404,221.07
-----------------------	--------------------------------	--------------

Section 3. That revenue in the amount of \$404,221.07 is estimated in the Housing Trust Fund, Fund No. 2490, as follows:

26-2490-120000-506930	Transfer from Maintenance Reserve Corp.	\$404,221.07
-----------------------	---	--------------

Section 4. That the Director of Finance is authorized to record the appropriations and revenue estimates in Sections 2 and 3 of this ordinance in the books and records of the City contingent on the Attorney General of the State of Missouri approving the dissolution plan or 20 days after March 18, 2026, whichever is earlier.

Section 5. That the Director of Finance shall close on the books of the City the following fund to the Housing Trust Fund, Fund No. 2490:

6930 Maintenance Reserve Corporation

..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.

William Choi
Interim Director of Finance

Approved as to form:

Joseph A. Guarino
Senior Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260300

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

Accepting the assignment and assumption agreement from the Maintenance Reserve Corporation; appropriating \$404,221.07 from the unappropriated fund balance of the Maintenance Reserve Corporation and estimating the same as revenue in the Housing Trust Fund; and closing on the books of the City Fund No. 6930, Maintenance Reserve Corporation Fund.

Discussion

The Maintenance Reserve Corporation (MRC) is a not-for-profit component unit of the City of Kansas City, Missouri established in 1975 for the purpose of providing funding to owners of residential properties in the City to perform maintenance and rehabilitation on those properties in support of urban revitalization. The MRC was previously funded through the Housing and Urban Development Community Development Block Grant and through general funds support, but those funding sources are no longer available. Due to the lack of sustainable funding, and the redundancy of purpose the MRC has with other organizations and initiatives within the City (such as the Housing Trust Fund) the MRC board of directors voted to dissolve the organization on March 11, 2026, and recommends the monies remaining with the MRC be transferred to the Housing Trust Fund. This ordinance authorizes the City Manager to execute an assignment and assumption agreement that will allow monies to be transferred to the City from the MRC and allow the MRC to dissolve once the plan of dissolution is approved by the Missouri State Attorney General, or within twenty (20) days of March 18, 2026, whichever comes earlier. The ordinance also directs the Director of Finance to take the necessary steps to transfer the funds to the Housing Trust Fund and close Fund 6930, the Maintenance Reserve Corporation fund, on the books of the City.

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?
A one-time transfer of funds from the MRC to the Housing Trust Fund
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
No impact
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
A one-time transfer of funds from the MRC to the Housing Trust Fund

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 is transferring funds to close the Maintenance Reserve Corporation Fund. There are no appropriations in this legislation.

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

None

Service Level Impacts

No impact to service levels

Staff Recommendation

City Manager's Office

Select One: Sponsored
 Directive: Res/Ord # [Click to enter Res/Ord. No.](#)

Select One: Recommend
 Do Not Recommend
 Not Applicable

Closing the MRC will reduce the administrative burden on the City and will more efficiently use resources available for urban revitalization.

Other Impacts

1. What will be the potential health impacts to any affected groups?
None
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
N/A

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

Click or tap here to enter text.

Click or tap here to enter text.

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

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

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)

Assignment and Assumption Agreement

260300

This Assignment and Assumption Agreement (the "**Agreement**"), effective as of March 11, 2026, (the "**Effective Date**"), is by and between **Kansas City Maintenance Reserve Corporation**, a Missouri nonprofit corporation ("**Corporation**" or "**Assignor**"), and City of Kansas City, Missouri, a constitutionally chartered municipal corporation ("**City**" or "**Assignee**").

WHEREAS, Corporation has adopted a Plan of Dissolution and Transfer ("**Plan**") dated March 11, 2026, (the "**Plan**") pursuant to Chapter 355 RSMo;

WHEREAS, Corporation is executing this Agreement as part of winding up its affairs and implementing the Plan

WHEREAS, under the Plan, Corporation will cease operations and transfer its assets to City in order to continue the public and charitable purposes historically carried out by Corporation;

WHEREAS, Corporation desires to assign to City certain assets, contracts, rights, and interests, and the City desires to assume the obligations and liabilities associated therewith as provided in this Agreement;

WHEREAS, the transfer described herein is made without monetary consideration and solely in furtherance of the Corporation's charitable purposes;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and the public purposes to be served, the parties agree as follows:

1. Assignment and Assumption. Effective as of the Effective Date, Corporation hereby irrevocably assigns, transfers, conveys, and delivers to City all of Corporation's right, title, and interest in and to all assets, property, rights, and interests of the Corporation of every kind and nature, whether tangible or intangible, known or unknown, including without limitation:

- cash and deposit accounts
- receivables and payment rights
- liens, security interests, and enforcement rights
- personal property and equipment
- records and data
- claims and causes of action

City hereby accepts such assignment and assumes and agrees to perform, satisfy, and discharge all duties, obligations, and liabilities of the Corporation, whether arising before, on, or after the Effective Date.

Upon the Effective Date, City shall stand in the place of Corporation with respect to the transferred assets and obligations.

2. Transfer of Funds and Accounts. Corporation hereby assigns and transfers to City all cash, deposit accounts, investment accounts, and other funds of the Corporation, whether held in operating, reserve, restricted, trust, or other accounts, together with all rights to receive, withdraw, and control such funds. The transfer shall include all balances in such accounts as of the Effective Date, without the need to amend this Agreement for ordinary fluctuations in account balances.

The parties may separately document account instructions for administrative purposes, but such documentation shall not limit the scope of this transfer.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri.
4. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.
5. Survival. This Agreement shall survive the dissolution or termination of the Corporation and remain enforceable by City and its successors.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

KANSAS CITY MAINTENANCE RESERVE CORPORATION

a Missouri nonprofit corporation

By: _____

Name:

Title:

CITY OF KANSAS CITY, MISSOURI

a municipal corporation

By: _____

Name:

Title:

Approved as to form:

Assistant City Attorney

Maintenance Reserve Corporation Dissolution

Ordinance 260300

March 31, 2026

Finance, Governance, and Public Safety Committee



Maintenance Reserve Corporation (MRC)

- Nonprofit corporation that is a separate component unit
- Formed in 1975 focused on urban revitalization efforts
- Previously funded through HUD grants and general fund support
- Funded various projects and initiatives
 - Most recently Santa Fe Neighborhood Revitalization

Why dissolution?

- Sources of revenue from HUD grants and general fund no longer available
- Purpose of MRC is largely redundant with Housing Trust Fund
- Reduce administrative burden of managing an additional board and audit costs

Comparing MRC and Housing Trust Fund

Maintenance Reserve Corporation

For the civic purpose of contracting with owners of residential property in Kansas City, Missouri, to perform maintenance on such property after rehabilitation to preserve the benefit of such rehabilitation for the community as a whole.

Housing Trust Fund

To aid in blight remediation through the rehabilitation and construction of safe and viable housing for low- and moderate-income persons and to reduce the number of dilapidated and substandard housing

Next Steps

- Dissolution plan filed with Missouri Secretary of State pending approval
- Transfer remaining funds from MRC to Housing Trust Fund (\$404,221.07)
- Housing Trust Fund to allocate to projects through its normal procedures

Questions?



File #: 260071

RESOLUTION NO. 260071

Sponsor: Mayor Quinton Lucas

RESOLUTION - Directing the City Manager to review site, design, and acquisition matters for the purpose of designing and constructing a Midtown Justice Campus, a co-location of the Kansas City Police Department Central Patrol Division and the Community Resource Center, and report back to City Council within 30 days.

WHEREAS, the City Council has discussed the benefits of co-locating the Kansas City Police Department's Central Patrol Division and the proposed Community Resource Center; and

WHEREAS, co-locating both facilities as the Midtown Justice Campus in areas on and around the current Central Patrol Division site would provide significant cost savings to taxpayers, potentially in the tens of millions of dollars; and

WHEREAS, a joint project at this site would eliminate the need for a separate supplemental parking structure, reduce redundant site work, and streamline planning, procurement, and construction processes; and

WHEREAS, this approach presents a cost-effective solution for taxpayers with attention to security and existing site control; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is directed to review site, design, and acquisition matters for the purpose of designing and constructing a Midtown Justice Campus, including working with contracted design professionals to develop a plan for co-locating the Kansas City Police Department Central Patrol Division and the Community Resource Center in areas on and around the current Central Patrol Division site.

Section 2. The City Manager shall report back to the City Council on the progress within 30 days.

..end



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260071

Submitted Department/Preparer: Mayor/Council's Office

Revised 12/03/25

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 review site, design, and acquisition matters for the purpose of designing and constructing a Midtown Justice Campus, a co-location of the Kansas City Police Department Central Patrol Division and the Community Resource Center, and report back to City Council within 30 days.

Discussion

The City Council has discussed the benefits of co-locating the Kansas City Police Department's Central Patrol Division and the proposed Community Resource Center; and

Co-locating both facilities as the Midtown Justice Campus in areas on and around the current Central Patrol Division site would provide significant cost savings to taxpayers, potentially in the tens of millions of dollars; and

A joint project at this site would eliminate the need for a separate supplemental parking structure, reduce redundant site work, and streamline planning, procurement, and construction processes; and

This approach presents a cost-effective solution for taxpayers with attention to security and existing site control.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
No funding associated with this
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)

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?
Public Safety (Press tab after selecting.)

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

- Engage the community and community partners to reimagine the system of public safety with a focus on evidence-based approaches for crime prevention, treatment of mental health, emergency response time, and the criminal justice system.
- Focus on violence prevention among all age groups, placing an emphasis on youth.
- Increase fairness, justice, and responsiveness of our municipal criminal justice system to support the best possible outcome for offenders and victims of crime.
- Reduce recidivism through prevention, deterrence, including detention, and re-entry services.

- Enhance employee recruitment, succession planning, and retention in the police and fire departments with a continued emphasis on diversity.
-

Prior Legislation

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

Service Level Impacts

n/a

Staff Recommendation

City Council

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?
Click or tap here to enter text.
2. How have those groups been engaged and involved in the development of this ordinance?
Click or tap here to enter text.
3. How does this legislation contribute to a sustainable Kansas City?
Click or tap here to enter text.
4. Does this legislation create or preserve new housing units?
Please Select (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 #: 260222

RESOLUTION NO. 260222

Sponsor: Mayor Quinton Lucas

RESOLUTION - Directing the City Manager to develop and implement a public communication plan, including the publication of a Frequently Asked Questions (FAQ) document or similar communication process, to educate residents, businesses, and other stakeholders about the special permit area policy, and declaring that the policy will be in place from June 1 through July 12, 2026.

WHEREAS, Kansas City has been designated as a Host City for the 2026 FIFA World Cup, bringing significant international attention and an anticipated influx of visitors, media, and international delegations to the City; and

WHEREAS, to ensure public safety, streamline City operations, and support the successful execution of World Cup-related activities, the City has developed a special permitting policy for the issuance of event permits and new construction within the right-of-way (ROW) within designated zones of the City; and

WHEREAS, the special permitting policy issued by the City Manager will be in effect from May 15, 2026, through July 12, 2026; and

WHEREAS, Kansas City will host its first World Cup game on June 16, 2026 and its last World Cup game on July 11, 2026; and

WHEREAS, exceptions to the special permitting policy include emergency infrastructure repairs, public safety-related construction, and events officially coordinated with the City's World Cup Host Committee; and

WHEREAS, effective communication with residents, businesses, event coordinators, and other stakeholders is essential to ensure awareness and understanding of the special permitting policy, minimize disruption, and facilitate compliance with the temporary restrictions; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby directed to issue an amended special permitting policy limited to the period from June 1, 2026, through July 12, 2026.

Section 2. That the City Manager is hereby directed to develop and implement a comprehensive public communication plan regarding the special permitting policy within 30 days of the adoption of this resolution. This communication plan shall include a Frequently Asked Questions (FAQ) document or similar communication type that includes:

- a. timeline of the special permit period (June 1, 2026 through July 12, 2026),
- b. clear explanation of the geographic scope of the special permit area,
- c. description of the types of permits affected by the special permitting policy,
- d. procedures for requesting exemption reviews,
- e. contact information for the Permits Group in Public Works, and
- f. information about exceptions for emergency infrastructure repairs, public safety-related construction, and World Cup Host Committee events.

Section 3. That this communication plan shall include:

- a. publishing communications on the City's official website,
- b. distributing communications to relevant stakeholders,
- c. making communications available in multiple formats to ensure broad accessibility, and
- d. updating communications as needed to address emerging questions and concerns.

..end



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: Resolution 260222

Submitted Department/Preparer: Mayor/Council'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 develop and implement a public communication plan, including the publication of a Frequently Asked Questions (FAQ) document or similar communication process, to educate residents, businesses, and other stakeholders about the special permit area policy, and declaring that the policy will be in place from June 1 through July 12, 2026.

Discussion

Kansas City has been designated as a Host City for the 2026 FIFA World Cup, bringing significant international attention and an anticipated influx of visitors, media, and international delegations to the City.

To ensure public safety, streamline City operations, and support the successful execution of World Cup-related activities, the City has developed a special permitting policy for the issuance of event permits and new construction within the right-of-way (ROW) within designated zones of the City.

The special permitting policy issued by the City Manager will be in effect from May 15, 2026, through July 12, 2026.

Kansas City will host its first World Cup match on June 16, 2026 and its last World Cup match on July 11, 2026.

Exceptions to the special permitting policy include emergency infrastructure repairs, public safety-related construction, and events officially coordinated with the City's World Cup Host Committee.

Effective communication with residents, businesses, event coordinators, and other stakeholders is essential to ensure awareness and understanding of the special

permitting policy, minimize disruption, and facilitate compliance with the temporary restrictions.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
No funding associated with this ordinance
3. How does the legislation affect the current fiscal year?
Unknown
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?
Unknown

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)

There are no appropriations associated with this ordinance

Citywide Business Plan (CWBP) Impact

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

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

Prior Legislation

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

Click or tap here to enter text.

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

Yes

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

No (Press tab after selecting)

No

Click or tap here to enter text.

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

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 #: 260250

ORDINANCE NO. 260250

Sponsor: Mayor Quinton Lucas

Amending Chapter 10, Code of Ordinances, Alcoholic Beverages, enacting a new sections 10-216 and 10-336 for the purpose of designating certain geographic areas within the City experiencing acute detrimental public safety and public health impacts from the retail package sale of alcohol as “Retail Alcohol Impact Areas” and placing certain conditions on retail package licenses within such designated areas.

WHEREAS, the City has received numerous reports from residents, neighborhood associations, public safety partners, and City personnel, and the Kansas City Police Department concerning recurring public safety and public health concerns in specific corridors; and

WHEREAS, the sale of alcoholic beverages can present a unique risk the quality and character of neighborhoods and collective public safety; and

WHEREAS, research shows that when concentrated in specific areas, retail practices like selling cheap, single serve high alcohol content products can unintentionally contribute to unsafe and unstable neighborhood conditions, including but not limited to increased crime, including violent crime, increased and/or repeated calls for police and emergency services, increased loitering, public intoxication, public disorder, and higher levels of litter; and

WHEREAS, the Multidisciplinary Public Safety Task Force routinely recommends that retailers in impacted areas refrain from such sales to reduce nuisance activity, and public safety and disorder concerns; and

WHEREAS, the purpose of a retail alcohol impact area plan is to provide the City with an additional tool to mitigate problems with neighborhood stability, public safety, chronic public inebriation, and illegal activities linked to the sale or consumption of alcohol within a geographic area; and

WHEREAS, research shows that alcohol-related nuisance and disorder often extend into adjacent blocks near retail package outlets, and studies on alcohol outlet density demonstrate that these impacts frequently affect the surrounding street network, making it necessary for the City Council to define retail alcohol impact areas broadly enough to prevent displacement into immediately adjoining areas; and

WHEREAS, City Council finds that restricting the retail package sale of certain alcohol products within narrowly tailored geographic areas, while leaving undisturbed the operation of restaurants, taverns, and other on-premises establishments, is a reasonable and necessary measure to promote public safety, public health, and neighborhood stability; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 10, Code of Ordinances, is hereby amended by enacting a new Section 10-216, Alcohol impact areas, and Section 10-336, Restrictions on package sales licenses within an alcohol impact area, to read as follows:

Sec. 10-216. Retail alcohol impact areas.

(a) A retail alcohol impact area is a geographic area located wholly within the City that is adversely affected by chronic inebriation and/or or illegal activity correlated with liquor sales or consumption. The following areas located within the City shall be hereby designated as retail alcohol impact areas:

- (1) Blue Ridge corridor means the geographic area bounded by 83rd Street on the north, 119th Street on the south, Newton Avenue, Bennington Avenue, and Hickman Mills Drive on the west, and James A Reed Road, Eastern Avenue, and Food Lane on the east, including all parcels, businesses, and premises located within or abutting these boundaries, but excluding any areas outside the City Limits of Kansas City.
- (2) Central Business District Corridor means the geographical area bounded by the Missouri River on the north, the 18th Street on the south, Interstates 35 and 29, Interstate 70 and Bruce R Watkins Drive on the east and Broadway on the west, including all parcels, businesses, and premises abutting or located within one block of these boundaries.
- (3) Independence Avenue Corridor means the geographical area bounded by that portion of Scarritt Avenue east of Benton Boulevard, inclusive of that portion that is known as Gladstone Blvd, and that portion of St. John Avenue west of Chestnut Trafficway on the north, East 18th Street on the south, Forest Avenue on the west, and Interstate 435 on the east, including all parcels, businesses, and premises located within or abutting these boundaries.
- (4) Midtown Corridor means the geographical area bounded by 27th Street on the north, 47th Street/Emanuel Cleaver II Boulevard on the South, the city limits of Kansas City, Missouri on the west, and Troost Avenue on the east, including all parcels, businesses and premises located within or abutting these boundaries that are located within the City of Kansas City.

- (5) Prospect Avenue-Southeast Corridor means the geographical area bounded by 23rd Street on the north, Interstate 435 on the south, that portion of The Paseo and Lydia Avenue between 49th and 59th Street on the west, and Jackson Avenue on the east, including all parcels, businesses, and premises located within or abutting these boundaries.

(b) The Director of the Multidisciplinary Public Safety Task Force or the Director of Neighborhood Services may periodically make recommendations to City Council regarding the modification of retail alcohol impact areas, creation of new retail alcohol impact areas, or elimination of retail alcohol impact areas as they deem appropriate to promote public safety, public health, and neighborhood stability.

(c) The Director of Neighborhood Services shall review the established retail alcohol impact areas every three years to evaluate the impact on public safety, public health, and neighborhood stability. The review shall include an analysis of the current level of criminal activity in and surrounding each retail alcohol impact area. The Director of Neighborhood Services shall report to the City Manager and council as to the findings of their review.

Sec. 10-336. Restrictions on package sales licenses within a retail alcohol impact area.

(a) For the purposes of this section, an “retail alcohol impact area” shall refer to those areas defined as retail alcohol impact areas in section 10-216 of this Code. Retail package licenses located within areas defined as alcohol impact areas shall be subject to the restrictions of this section sixty (60) days after the effective date of an ordinance designating a geographic area as an alcohol impact area, as further described in section 10-216.

(b) Any business or person operating pursuant to a retail package license for a premises wholly located within a retail alcohol impact area as defined in section 10-216, shall not:

- (1) Sell give, offer, expose for sale, or deliver
- i. Any distilled spirits packaged in individual containers of 200 milliliters (6.8 fluid ounces) or less and with an alcohol content of 35 percent by volume or more, including but not limited to half-pints, miniatures, nips, shooters, and airplane bottles; or
 - ii. Any malt beverage packaged in individual containers of 40 ounces or less.
- (2) Divide a manufacturer’s multi-container package of distilled spirits or malt beverage to sell, give, or offer, or deliver an individual container when that individual container would otherwise be prohibited under subsection (1).

(c) Notwithstanding the foregoing, the restrictions of this section shall not apply to a retail package license for premises operating as a grocery store as defined in section 10-1 of the Code.

(d) *Penalties.* Any person or business violating the prohibitions of subsection (b) above shall be subject to the penalties generally applicable to violations of this chapter, as provided in Section 10-40 of the Code, and such violation may be grounds for the suspension or revocation of a license as provided in sections 10-36 and 10-62 of the Code.

..end

Approved as to form:

Andrew Bonkowski
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260250

Submitted Department/Preparer: Law

Revised 01/30/25

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

Executive Summary

Amending Chapter 10, Code of Ordinances, Alcoholic Beverages, enacting a new sections 10-216 and 10-336 for the purpose of designating certain geographic areas within the City experiencing acute detrimental public safety and public health impacts from the retail package sale of alcohol as "Retail Alcohol Impact Areas" and placing certain conditions on retail package licenses within such designated areas.

Discussion

The City has received numerous reports from residents, neighborhood associations, public safety partners, and City personnel, and the Kansas City Police Department concerning recurring public safety and public health concerns in specific corridors. The sale of alcoholic beverages can present a unique risk the quality and character of neighborhoods and collective public safety. Research shows that when concentrated in specific areas, retail practices like selling cheap, single serve high alcohol content products can unintentionally contribute to unsafe and unstable neighborhood conditions, including but not limited to increased crime, including violent crime, increased and/or repeated calls for police and emergency services, increased loitering, public intoxication, public disorder, and higher levels of litter.

The Multidisciplinary Public Safety Task Force routinely recommends that retailers in impacted areas refrain from such sales to reduce nuisance activity, and public safety and disorder concerns. The purpose of a retail alcohol impact area plan is to provide the City with an additional tool to mitigate problems with neighborhood stability, public safety, chronic public inebriation, and illegal activities linked to the sale or consumption of alcohol within a geographic area. Research shows that alcohol-related nuisance and disorder often extend into adjacent blocks near retail package outlets, and studies on alcohol outlet density demonstrate that these impacts frequently affect the surrounding street network, making it necessary for the City Council to define retail alcohol impact areas broadly enough to prevent displacement into immediately adjoining areas.

City Council finds that restricting the retail package sale of certain alcohol products within narrowly tailored geographic areas, while leaving undisturbed the operation of restaurants, taverns, and other on-premises establishments, is a reasonable and necessary measure to promote public safety, public health, and neighborhood stability.

Fiscal Impact

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

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

This ordinance has no direct fiscal impact.

Citywide Business Plan (CWBP) Impact

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

2. Which CWBP goal is most impacted by this legislation?
Public Safety (Press tab after selecting.)

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

- Engage the community and community partners to focus on evidence-based approaches to public safety.
- Focus on violence prevention among all age groups, placing an emphasis on youth.
- Increase fairness, justice, and responsiveness of our municipal criminal justice system to support the best possible outcome for offenders and victims of crime.
- Reduce recidivism through prevention, deterrence, including detention, and re-entry services.
-
-

Prior Legislation

N/A

Service Level Impacts

N/A

Staff Recommendation

Law

Select One: Sponsored
 Directive: Res/Ord # 260250

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?
Positive impact to surrounding neighborhoods and communities currently suffering negative impacts from the retail sale of certain alcoholic beverage products.
2. How have those groups been engaged and involved in the development of this ordinance?
Public engagement through communication with applicable neighborhood groups and organizations.
3. How does this legislation contribute to a sustainable Kansas City?
N/A
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

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

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

No - CREO's review is not applicable (Press tab after selecting)
Please provide reasoning why not:
This ordinance does not seek to authorize an agreement for which CREO review is applicable.

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 #: 260262

ORDINANCE NO. 260262

Sponsor: Mayor Quinton Lucas

Declaring a moratorium until January 15, 2031, on all City approvals for detention facilities, to evaluate the effectiveness of the regional criminal justice ecosystem, and re-evaluate the approval process for detention facilities.

WHEREAS, Kansas City is currently developing new facilities to effectuate criminal justice goals safely, efficiently, and effectively; and

WHEREAS, a period of time to evaluate the effectiveness of these facilities without the introduction of new similar facilities is necessary to accurately determine whether the City needs more or different facilities; and

WHEREAS, detention facilities planned for development in Kansas City must currently be approved by the Board of Zoning Adjustment; and

WHEREAS, the existence and operation of detention facilities significantly impact the health, safety, happiness, and general well-being of residents surrounding such facilities; and

WHEREAS, the Council is considering whether the approval of the construction or expansion of detention facilities should be determined by the Council rather than an unelected body; and

WHEREAS, pausing the approval process for the construction or expansion of non-municipal detention facilities is necessary while re-evaluating this approval process; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Mayor and Council hereby declare that there is a moratorium on the issuance of permits, licenses, zoning, and any other approvals allowing the acquisition, construction, facilitation, operation, or expansion of an existing project or initiation of a new project when the application for such approvals was filed on or after January 15, 2026, and where the subject matter of the project is for any purpose relating or incidental to detention, corrections, or other carceral activities, with exceptions for any project deemed necessary by the Council via resolution or ordinance.

Section 2. This moratorium shall remain until January 15, 2031.

..end

Approved as to form:

Sarah Baxter
Senior Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260262

Submitted Department/Preparer: Mayor/Council'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

Declaring a moratorium until January 15, 2031, on all City approvals for detention facilities, to evaluate the effectiveness of the regional criminal justice ecosystem, and re-evaluate the approval process for detention facilities.

Discussion

Kansas City is currently developing new facilities to effectuate criminal justice goals safely, efficiently, and effectively. A period of time to evaluate the effectiveness of these facilities without the introduction of new similar facilities is necessary to accurately determine whether the City needs more or different facilities. Detention facilities planned for development in Kansas City must currently be approved by the Board of Zoning Adjustment. The existence and operation of detention facilities significantly impact the health, safety, happiness, and general well-being of residents surrounding such facilities. The Council is considering whether the approval of the construction or expansion of detention facilities should be determined by the Council rather than an unelected body. Pausing the approval process for the construction or expansion of non-municipal detention facilities is necessary while re-evaluating this approval process.

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.
This legislation does not appropriate funds
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?
Public Safety (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Engage the community and community partners to focus on evidence-based approaches to public safety.
 - Focus on violence prevention among all age groups, placing an emphasis on youth.
 - Increase fairness, justice, and responsiveness of our municipal criminal justice system to support the best possible outcome for offenders and victims of crime.
 - Reduce recidivism through prevention, deterrence, including detention, and re-entry services.
 -
 -

Prior Legislation

N/A

Service Level Impacts

To be determined

Staff Recommendation

Finance

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?
Please Select (Press tab after selecting)

No
[Click or tap here to enter text.](#)

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

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 #: 260276

ORDINANCE NO. 260276

Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a License Agreement with Port Authority of Kansas City, Missouri for fifteen (15) years for the display of the City-owned sculpture, "River Cloud."

WHEREAS, the Port Authority of Kansas City, Missouri ("Port Authority") owns and operates Berkley Riverfront, a public greenspace generally located at 1001 E. Riverfront Drive, Kansas City, Missouri; and

WHEREAS, the City is the owner of the sculpture entitled "River Cloud," a steel sculpture by the artist Ben Butler d/b/a Ben Butler Studio affixed to a concrete platform with LED light fixtures and signage (the "Artwork"); and

WHEREAS, given the river subject matter theme of the Artwork, City and Port Authority mutually desire to display the Artwork at the Berkley Riverfront so that it may be viewed and enjoyed by the public; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of General Services is authorized to execute a license agreement with Port Authority of Kansas City, Missouri for fifteen (15) years for the display of "River Cloud" by Ben Butler d/b/a Ben Butler Studio at the Berkley Riverfront. A copy of the license agreement in substantial form is attached hereto.

..end

Approved as to form:

Abigail Judah
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260276

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

A license agreement with PortKC to place the One Percent for Art sculpture "River Cloud" at Berkley Riverfront Park for 15 years.

Discussion

The sculpture "River Cloud" by Ben Butler was commissioned by the One Percent for Art program as part of the City Hall Parking Garage renovation. The city's executive leadership asked the Public Art Administrator to site the sculpture at Berkley Riverfront Park due to the river theme of the artwork rather than siting it at City Hall.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
Capital Improvements Fund
3090-077700-619080-07A21000
3. How does the legislation affect the current fiscal year?
This legislation uses funds previously appropriated. \$29,502 will be required from FY 2026 funds already appropriated for electrical work to light the artwork.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
The city will maintain the artwork in future years, estimated at \$5,000 every 5 years, for a total of \$15,000 for the life of the license agreement.

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)

There are sufficient existing appropriations encumbered related to the electrical work required to light the installation.

Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Housing and Healthy Communities (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
- Utilize planning approaches in neighborhoods to reduce blight, ensure sustainable, affordable housing, and improve resident wellbeing and cultural diversity.
 - Maintain and increase housing supply to meet the demands of a diverse population.
 - Address the various needs of the City's most vulnerable population by working to reduce disparities.
 - Promote healthy residents by ensuring basic sanitation and living needs are met.
 - Ensure all residents have safe, accessible, quality housing by reducing barriers.
 - Protect and promote healthy, active amenities such as parks and trails, play spaces, and green spaces.

Prior Legislation

Ordinance 60321, establishing the One Percent for Art program

Service Level Impacts

KPI: Promote mental and physical wellness through outdoor and indoor recreation opportunities. This new amenity at Berkley Riverfront Park adds to the number of attractions at the Riverfront to encourage constituents to use the riverfront walkway for exercise.

Staff Recommendation

General Services

Select One: Sponsored
 Directive: Res/Ord # [Click to enter Res/Ord. No.](#)

Select One: Recommend
 Do Not Recommend
 Not Applicable

The river and cloud themes of the artwork are an excellent match for the riverfront.

Other Impacts

1. What will be the potential health impacts to any affected groups?
This new amenity at Berkley Riverfront Park will contribute to the attractiveness of exercising on the riverfront walkway.
2. How have those groups been engaged and involved in the development of this ordinance?
PortKC has been consulted every step of the project.
3. How does this legislation contribute to a sustainable Kansas City?
By partnering with PortKC to inspect the work occasionally, maintenance of this steel work will be minimal.
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:

Project value is less than \$160,000

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 #: 260278

ORDINANCE NO. 260278

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute a contract amendment to EV3851 with Treanor, Inc. for design professional services related to the permanent detention facility in an amount not to exceed \$1,252,000.00 from previously appropriated funds; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, Kansas City operated the Municipal Farm correctional facility until its closure until 2009 based upon an agreement for incarceration between Jackson County, Missouri and the City of Kansas City; and

WHEREAS, Kansas City had a detention facility on the top floor of Kansas City, Missouri Police Department (“KCPD”) headquarters for 77 years, which closed in 2015; and

WHEREAS, upon the closure of the eighth-floor detention facility, all Kansas City inmates charged with ordinance violations were housed in the Jackson County Detention Center, Clay County Detention Center, or Platte County Detention Center; and

WHEREAS, in 2018, Jackson County informed Kansas City, it would cancel the contract housing Kansas City inmates in their facility; and

WHEREAS, Kansas City since 2019 has contracted with third parties, including other counties to house inmates; and

WHEREAS, Kansas City Council in Resolutions 250393, 250839, and 250890 reaffirmed its support for staff and consultant focus on the urgent construction and delivery of a modular facility by June 1, 2026; and

WHEREAS, City staff has briefed City Council on options for a facility, which include construction of a detention facility upon land for which the City held an option adjacent to the new Jackson County Detention Center (“40 Highway site”) or an expanded permanent modular detention facility on the tow lot site; and

WHEREAS, City staff has advised City Council of additional site preparation costs on the 40 Highway site, which sits in a flood plain; and

WHEREAS, City Council has been briefed on potential cost savings on Public Safety Sales Tax funds through construction of a permanent modular detention facility on the City tow lot site; and

WHEREAS, Ordinance 250992 authorized Treanor to review a potential detention facility site at the Kansas City tow lot that maintains efficient delivery of a permanent detention facility for Kansas City and City Council has been briefed on that feasibility; and

WHEREAS, Ordinance 260061 directed the City Manager to enter into agreements necessary to expand the Front Street Detention Facility into a permanent detention facility at the Front Street site and permit the lapsing of the land purchase option on highway 40 and reallocate associated funding to the detention facility expansion project; and

WHEREAS, Ordinance 260238 appropriated \$5,000,000.00 to the Detention Center Design via the Special Obligation Series 2026B Bond Fund; and

WHEREAS, Treanor was selected as the design professional for the Kansas City Detention and Rehabilitation Center which includes scope in support of the detention facility; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is hereby authorized to execute a contract amendment to EV3851 in the amount not to exceed \$1,252,200.00 with Treanor, Inc. for design professional services related to the permanent detention facility at the same location as the modular detention facility from previously appropriated funds in Account No. AL-3457-077210-B-07P26027.

Section 2. That this ordinance, relating to the design, repair, maintenance, or construction of a public improvement and appropriating money, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) and Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with 503, City Charter.

..end

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

William Choi
Interim Director of Finance

Approved as to form:

Andrew Bonkowski
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260278

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 Manager of Procurement Services to execute a contract amendment EV3851 with Treanor, Inc. for design professional services related to the permanent detention facility in an amount not to exceed \$1,252,000.00 from previously appropriated funds and recognizing this ordinance as having an accelerated effective date.

Discussion

City staff has briefed City Council on options for a facility, which include construction of a detention facility upon land for which the City held an option adjacent to the 40 Highway site or an expanded permanent modular detention facility on the tow lot site. City staff has advised City Council of additional site preparation costs on the site, which sits in a flood plain; and City Council has been briefed on potential cost savings on Public Safety Sales Tax funds through construction of a permanent modular detention facility on the City tow lot site. Ordinance 250992 authorized Treanor to review a potential detention facility site at the Kansas City tow lot that maintains efficient delivery of a permanent detention facility for Kansas City and City Council has been briefed on that feasibility. Ordinance 260061 directed the City Manager to enter into agreements necessary to expand the Front Street Detention Facility into a permanent detention facility at the Front Street site and permit the lapsing of the land purchase option on highway 40 and reallocate associated funding to the detention facility expansion project. Ordinance 260238 appropriated \$5,000,000.00 to the Detention Center Design via the Special Obligation Series 2026B Bond Fund. Treanor was selected as the design professional for the Kansas City Detention and Rehabilitation Center which includes scope in support of the detention facility.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?

Special Obligation Series 2026B Bond Funds
AL-3457-077210-B-07P26027

3. How does the legislation affect the current fiscal year?
Work is ongoing and this will be authorized immediately after the ordinance passes but will likely not be invoiced until next FY.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
Debt service on the bonds will be paid from Public Safety Sales Tax (PSST) in future Fiscal Years.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

There are sufficient appropriations pursuant to Ordinance No. 260238 for the purpose of executing the contract amendment authorized by this ordinance.

Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Public Safety (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Engage the community and community partners to focus on evidence-based approaches to public safety.
 - Focus on violence prevention among all age groups, placing an emphasis on youth.

- Increase fairness, justice, and responsiveness of our municipal criminal justice system to support the best possible outcome for offenders and victims of crime.
- Reduce recidivism through prevention, deterrence, including detention, and re-entry services.
-
-

Prior Legislation

Ordinance 250890 authorized a contract amendment in the amount of \$1,513,837.00 for contract EV3851 with Treanor, Inc. for design professional services related to the temporary modular jail. Ordinance 250992 authorized a contract amendment with Treanor, Inc. for design professional services related to the permanent detention facility to study the feasibility of relocating the permanent facility the Front Street site.

Service Level Impacts

The Community Corrections and Rehabilitation Center provide the City with a permanent Municipal Jail, which it does not currently have. Detainees currently are housed in other jurisdictions 60 to 90 minutes away from Kansas City while a temporary facility is being constructed.

Staff Recommendation

General Services 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.

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

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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



File #: 260282

ORDINANCE NO. 260282

Sponsor: City Manager's Office

Waiving certain requirements of City Code Chapter 3 for the Columbus Park Tax Increment Financing Plan.

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the "Act"), the City Council of Kansas City, Missouri (the "City Council"), by Ordinance No. 54556 passed on November 24, 1982, and thereafter amended in certain respects by Committee Substitute for Ordinance No. 911076, as amended, passed on August 29, 1991, Ordinance No. 100089, as amended, passed on January 28, 2010, and Ordinance No. 130986, passed on December 19, 2013, Committee Substitute for Ordinance No. 230524, passed on June 22, 2023, created the Tax Increment Financing Commission of Kansas City, Missouri (the "Commission"); and

WHEREAS, the Columbus Park Tax Increment Financing Plan (the "Redevelopment Plan") was proposed to the Commission on September 10, 2025, which approved Resolution No. 9-7-25 recommending to the City Council the approval of the Redevelopment Plan; and

WHEREAS, on October 23, 2025, the City Council passed Ordinance No. 250892 approving the recommendations of the Commission and approving the Columbus Park Tax Increment Financing Plan; and

WHEREAS, the proposed Redevelopment Area described by the Redevelopment Plan in which the Project Improvements and Public Improvements shall be constructed is located in an area that is generally bounded by East 3rd Street to the north, Gillis Street on the East, East 5th Street on the south, and Cherry Street on the West in Kansas City, Jackson County, Missouri; and

WHEREAS, the Redevelopment Plan provides for the construction: of (1) new for-sale detached and attached housing in the Columbus Park Neighborhood, comprised of approximately 158 units of single-family homes and townhomes with related parking spaces and infrastructure improvements, including the remediation of site conditions to protect existing infrastructure and to remove environmental issues from previous ownerships (the "Project Improvements"); and (2) construction or reconstruction of public infrastructure improvements, including, but not limited to sanitary and storm sewer, utilities, sidewalks, streets, alleys, and any other required or desired infrastructure, that support and enhance the Project Improvements (the "Public Improvements", collectively the "Improvements"); and

WHEREAS, the City desires to encourage the redevelopment and revitalization of the Columbus Park neighborhood for the purpose of realizing public benefits that include, among other things, (i) the creation of new housing units, (ii) repair or replacement of aging public infrastructure, (iii) promoting economic development in the area of the City which this Redevelopment Plan is located, (iv) catalyzing additional investment in and further redevelopment and rehabilitation of the area of the City in which the Redevelopment Plan is located, and (v) furthering the City's policy of encouraging economic stability and growth; and

WHEREAS, the Developers have informed the City that full compliance with the City's Minority and Women Business Enterprise policy will not allow them to complete the Improvements; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. To the extent that the requirements are triggered by the Redevelopment Plan, Code §§ 3-421 – 3-469, Minority and Women's Business Enterprises, (the "MBE/WBE Requirements") are hereby waived for purposes of the Projects Improvements only of the Redevelopment Plan. The MBE/WBE requirements shall continue to apply to the Public Improvements.

Section 2. Nothing in this ordinance shall waive any Affirmative Action, Minority and Women's Business Enterprises, Prevailing Wage, or Quality Services Assurance Act requirement, or other City Code requirement, that may be made applicable as part of any other incentive or program other than the Redevelopment Plan.

..end

Approved as to form:

Emalea Kohler
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260282

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

Waiving certain requirements of City Code Chapter 3 for the Columbus Park Tax Increment Financing Plan.

Discussion

This ordinance will waive MBE/WBE requirements for the vertical construction of this development plan. MBE/WBE requirements will still apply to the public improvements.

Fiscal Impact

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

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [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

250892, 250899, 250898, 250897, 250896, 250895, 250893

Service Level Impacts

None

Staff Recommendation

City Manager's Office

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?
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.

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 #: 260286

ORDINANCE NO. 260286

Sponsor: Mayor Quinton Lucas

Amending Chapter 3, Code of Ordinances, by repealing Section 3-622, Prevailing wage application to incentive plans, and enacting in lieu thereof a new Section 3-622, for the purpose of enlarging the establishing applicable prevailing wage policies for certain types of categories of incentive projects, amending Chapter 3, Code of Ordinances by repealing Section 3-437, Waiver of MBE/WBE goals, for the purpose of greater alignment and efficiency among any economic development agency created by the city, and amending Chapter 74, Code of Ordinances, by repealing Section 74-11, Affordable housing set aside, and enacting in lieu thereof a new Section 74-11, for the purpose of right-sizing the Payment in Lieu fee to better reflect amount in subsidies provided per unit of affordable housing.

WHEREAS, the City of Kansas City, Missouri ("the City"), seeks to foster a robust and equitable economy through the strategic deployment of development incentives, infrastructure investment, and business attraction efforts; and

WHEREAS, the Economic Development Corporation of Kansas City ("EDC") serves as the primary portal for business recruitment and retention, providing a centralized point of entry for developers and businesses seeking to grow within the municipal boundaries; and

WHEREAS, the Port Authority of Kansas City ("Port KC") possesses unique statutory authority under Chapter 68 of the Revised Statutes of Missouri to catalyze development through the use of Port Improvement Districts, AIM Zones, and multi-modal logistics infrastructure; and

WHEREAS, a lack of coordination between separate development agencies can lead to inconsistent application of workforce standards, such as prevailing wage and minority-owned business (MBE/WBE) participation goals, thereby creating uncertainty in the marketplace; and

WHEREAS, the City of Kansas City's current affordable housing set aside policy and Payment in Lieu fee structure was calculated using the total cost of building a housing unit, rather than the subsidy necessary to make that unit affordable; and

WHEREAS, right-sizing the Payment in Lieu fee to align with the average Housing Trust Fund subsidy across development will ensure more consistent and effective PIL payments to support the production of affordable housing; and

WHEREAS, the alignment of the EDC and Port KC ensures that public incentives are used complementarily rather than competitively, preventing "agency shopping" by developers and ensuring the highest return on investment for Kansas City taxpayers; and

WHEREAS, consistent policy alignment regarding workforce protections, housing affordability requirements, and environmental sustainability allows the City to maintain a competitive edge against regional peers while upholding its commitment to social equity; and

WHEREAS, the unification of strategic goals—specifically in transit-oriented development and the revitalization of the Central Business Corridor—enables the City to streamline the public approval process, reducing bureaucratic delays for high-impact projects; and

WHEREAS, recent collaborative efforts, including the introduction of parallel legislation to standardize labor and apprenticeship requirements across both agencies, demonstrate that a unified front strengthens the City's negotiating position with private entities; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 3, Code of Ordinances, is hereby amended by repealing Section 3-622, Conditions, and enacting in lieu thereof a new section of like number and subject matter to read as follows:

Sec. 3-622. Conditions.

- (a) The following definitions shall apply to this section:
- (1) *Board* shall mean the fairness in construction board.
 - (2) *City* means the City of Kansas City, Missouri.
 - (3) *Director* means the director of the civil rights and equal opportunity department or such director's delegate.
 - (4) *Prevailing wage rate* shall mean the prevailing hourly rate of wages as set forth in RSMo §§ 290.210 to 290.340 and the annual wage order which is paid to a workman engaged in work of a similar character within the locality.
 - (5) *Wage theft* shall mean the withholding or denial of wages or employee benefits rightfully owed to a workman or employee.
 - (6) *Workman* means a person employed to perform labor for which a prevailing wage rate is applicable.

(b) Unless superseded by federal or state law, no less than the prevailing wage rate shall be paid to a workman performing work as part of the construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair on any of the following:

- (1) Projects in any of the following asset classes and for which the total estimated costs for construction equal or exceed \$3,000,000.00, as annually adjusted:
 - a. *Data Centers.* Those buildings or facilities primarily dedicated to housing IT infrastructure, including servers, data storage systems, and networking equipment, for the purpose of storing, processing, and disseminating data for applications, cloud computing, AI, and/ or daily business operations.
 - b. *Industrial and Manufacturing.* Those buildings or facilities in the nature of factories, plants, or warehouses primarily intended to be used for manufacturing, fabricating, repairing, processing, assembling, and/ or storing goods, commodities, and materials.
 - c. *Logistics.* Those buildings or facilities in the nature of warehouses, distribution centers, or fulfillment hubs that are designed to store, manage, and facilitate the distribution of goods from manufacturers to retailers or final consumers and which incorporate activities such as receiving, sorting, inventory control, packaging, and/or shipping.
 - d. *Office.* Those buildings or facilities designed to primarily house administrative, professional, and/or clerical worker and provide the necessary infrastructure for business operations.
- (2) Projects in any of the following asset classes and for which the total estimated costs for construction equal or exceed \$15,000,000.00, as annually adjusted:
 - a. *Hotels.* Those buildings or facilities providing lodging to transient guests on a short-term basis and having at least fifty (50) keys.
 - b. *Multifamily.* Those buildings or facilities housing more than one family within a single building or complex of interrelated buildings.
 - c. *Mixed Use.* Those buildings or facilities integrating multiple asset classes or elements within a defined geographical area.

(c) The foregoing dollar thresholds shall be adjusted annually, commencing in January 2027, by a percentage equal to the preceding 12-month change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average (not seasonably adjusted), as published by the Bureau of Labor Statistics, or if the publication of such Consumer Price Index is discontinued, a comparable index similar in nature to the discontinued index which clearly reflects that diminution (or increase) in the real value of the purchasing power of the U.S. dollar reported for the calendar year in question.

(d) The director shall promulgate rules and regulations as are necessary to carry out the provisions of this section. All such rules and regulations shall be provided to the economic development agencies created by the city and authorized to approve tax abatement, exemption or redirection within ten days of their promulgation.

(e) Notwithstanding the foregoing provisions of this section, any economic development agency created by the City shall retain the discretion to waive the requirements of this section based on the following characteristics, regardless of estimated costs for construction:

(1) Hotel projects that:

- a. Are located in a severely distressed census tract that has continuously maintained such status for not less than ten years; or
- b. Involve the renovation or rehabilitation of a building that has been designated by a government entity as a local or national historic landmark, contributes to a historic district, or is the subject of a pending application with the National Park Service to be placed on the National Register of Historic Places.

(2) Multifamily projects that:

- a. are located in a severely distressed census tract that has continuously maintained such status for not less than ten years; or
- b. involve the renovation or rehabilitation of a building that has been designated by a government entity as a local or national historic landmark, contributes to a historic district, or is the subject of a pending application with the National Park Service to be placed on the National Register of Historic Places; or
- c. include an affordable housing set aside meeting the requirements of Section 74-11, Code of Ordinances, as the same is amended from time-to-time, or that contain a mixture of unit types and for which the rent and utilities will not collectively exceed 30% of the income of a household at or below eighty percent (80%) of the HUD MFI for all households within the Kansas City metropolitan area.

(3) Projects of any asset class that:

- a. are awarded an allocation of funds from the City of Kansas City, Missouri's Central City Economic Development Sales Tax.

(e) Any economic development agency created by the city may waive the requirements of this section on a case-by-case basis and enter into a development or financing agreement that

does not require compliance with this section regardless of asset class or estimated costs of construction. The developer, or the contractor acting on its behalf, shall bear the burden of requesting such a waiver and establishing, to the relevant economic development agency's satisfaction, the basis upon which such a waiver may be appropriate. Any such waiver shall be requested in writing, delivered to the economic development agency at least thirty (30) calendar days prior to the agency's adoption of a resolution authorizing the waiver. Such request shall include therein the rationale for the requested waiver. The economic development agency shall review the request, and the final determination shall be reserved solely for the agency. In the event the developer, or the contractor acting on its behalf, elects not to request a waiver within the time limits established herein, or timely requests a waiver which is subsequently denied by the economic development agency, then the prevailing wage requirements shall be applicable to the full extent required by this section. No subcontractors of any tier shall be permitted to request a waiver.

(f) Any contractor, subcontractor, developer or any other entity who performs work on a city contract, or receives tax incentive, abatement, redirection, contribution, grant, or other subsidy, from the city or an economic development agency created by the city, or contracts for the construction of a project or development on land owned by the city shall be subject to the following penalties if determined by the director to have not paid prevailing wage or otherwise engaged in wage theft:

- (1) Termination of contract; and
- (2) Loss of tax incentive, abatement, or redirection; and
- (3) Debarment from future work pursuant to section 3-321.

(g) Upon a finding of non-compliance with this section, the director has the discretion to impose any of the above penalties. Any entity subject to penalty may appeal the determination of the director to the board in conformance with the appeal process outlined in section 3-453.

(h) In addition to penalties imposed pursuant to RSMo § 290.340, any person who is found to have violated this section shall be guilty of an ordinance violation, punishable by a fine of not more than \$500.00, by imprisonment of not more than 180 days, or by such fine and imprisonment.

(i) This section shall apply only to projects that have not yet submitted an application for the abatement, redirection or exemption of taxes to the city or any economic development agency created by the city and shall not be construed in a manner as to apply to any tax abatement or transaction authorized by the city, any economic development agency created by the city, or any other public entity prior to May 14, 2021. Notwithstanding the foregoing, the requirements of this section shall be imposed on any project that has submitted to the city or any economic development agency created by the city an application for the abatement, redirection or exemption of taxes prior to its effective date but has not received final approval from the relevant authorizing body within three years of May 14, 2021.

Section 2. That Chapter 3, Code of Ordinances is hereby amended by repealing Section 3-437, Waiver of MBE/WBE goals, and enacting in lieu thereof a new section of like number and subject matter to read as follows:

Sec. 3-437. Waiver of MBE/WBE 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 or any economic development agency created by the city 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 or any economic development agency created by the city determines it is in the best interests of the city.

Section 3. That Chapter 74, Code of Ordinances, is hereby amended by repealing Section 74-11, Affordable housing set aside, and enacting in lieu thereof a new section of like number and subject matter to read as follows:

Sec. 74-11. Affordable housing set aside.

(a) The following definitions shall apply to this section:

Affordability offset value means the estimated financial gap between revenues from market-rate units and affordable units. This amount shall be calculated annually by the city manager's office, by adjusting the current estimated \$5,000.00, by an amount equal to any increase in the construction cost index for Kansas City published by the Engineering News Record.

Affordable housing means housing that a household having an income at or below 60 percent of the HUD MFI ("60% MFI") for all households within the Kansas City metropolitan area would be able to afford if they were to expend not more than 30 percent of such income for the mortgage or rent, including utilities

City incentives means economic incentives granted by the city or any economic development agency created by the city, including Port KC, in the nature of the capture and

redirection, abatement, or exemption of taxes or the issuance of bonds or grants by the city or other city-backed financing.

Deeper levels of affordability means housing priced such that households at lower incomes than 60% MFI within the Kansas City metropolitan area would be able to afford it if they were to expend not more than 30 percent of such income for the mortgage or rent, including utilities.

Sources of income means the lawful manner by which an individual supports themselves and their dependents, including tenant-based rental assistance.

(b) For all development projects primarily providing multi-family housing available for rent and including 12 or more residential units across all sites and phases of the development project that are seeking city incentives, at least 20 percent of the total residential units shall be affordable housing.

(c) A project developer may make a payment to the city in lieu of the affordable housing unit provision in an amount equal to the affordability offset value multiplied by the number of units needed to meet the requirements of subsection (b). Such payment shall be deposited into the city's housing trust fund. For the purposes of calculating this payment, in any case where the number of units required by subsection (b) results in a number that is not a whole number, the number of units required shall be rounded down to the nearest whole number.

(d) That for purposes of this ordinance, affordable housing shall comply with the following criteria:

- (1) That all units qualifying as affordable housing shall be on the principal development project site and shall not be off site from the project.
- (2) That affordable housing units shall be mixed with, and not clustered together or segregated in any way, from market-rate units.
- (3) That all units qualifying as affordable housing shall either be at least one-bedroom units in size or be equal to or share the same size as at least 25 percent of units to be constructed on the project site.
- (4) That if the project development contains a phasing plan, the phasing plan shall provide for the development of affordable housing units concurrently with the market-rate units. No phasing plan shall provide that the affordable housing units built are the last units in a housing development.
- (5) That the quality and cost of in-unit finishes, systems, appliances, and square footage of all units deemed as affordable housing shall be comparable with that of the remaining units on the project site.

- (6) That the exterior appearance of affordable housing units shall be made similar to market-rate units by the provision of exterior building materials and finishes substantially the same in type and quality.
 - (7) That the project developer must covenant with the city and successors in interest that the designated units remain affordable for a period of not less than the period of the incentive awarded.
 - (8) That the project developer must covenant with the city and successors in interest that the appropriate number of units be rented to individuals or families whose household incomes are at or below 60% MFI, in accordance with subsection (b).
 - (9) That the project developer must covenant with the City and successors in interest that the developer will not engage in any discriminatory housing practices as defined in section 38-105(d) of the city's Code of Ordinances, including discrimination based on lawful sources of income.
 - (10) That the project developer must covenant with the city and successors in interest that developer will use a procedure deemed acceptable by the city to determine income eligibility of residents qualifying for the affordable housing units and that the city or its designee shall have the right to audit any such income verification procedure records. Any required determinations of income eligibility shall occur at the time an initial lease with the resident is entered into.
- (e) The following shall be exempt from the requirements of this section:
- (1) Any project that has been awarded federal or state low income housing tax credits from the Missouri Housing Development Commission; and
 - (2) Any project that involves the renovation or rehabilitation of a building that has been designated by a government entity as a local or national historic landmark.

..end

Approved as to form:

Emalea Kohler
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260286

Submitted Department/Preparer: Law

Revised 01/30/25

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

Executive Summary

Amending Chapter 3, Code of Ordinances, by repealing Section 3-622, Prevailing wage application to incentive plans, and enacting in lieu thereof a new Section 3-622, for the purpose of enlarging the establishing applicable prevailing wage policies for certain types of categories of incentive projects, amending Chapter 3, Code of Ordinances by repealing Section 3-437, Waiver of MBE/WBE goals, for the purpose of greater alignment and efficiency among any economic development agency created by the city, and amending Chapter 74, Code of Ordinances, by repealing Section 74-11, Affordable housing set aside, and enacting in lieu thereof a new Section 74-11, for the purpose of right-sizing the Payment in Lieu fee to better reflect amount in subsidies provided per unit of affordable housing.

Discussion

If adopted, the ordinance will enlarge the scope of prevailing wage policies applicable to development projects in the City; will align MBE/WBE goal determination between the City and its economic development agencies; and adjusts the payment in lieu fee for the housing set-aside to better reflect subsidy amounts in affordable housing projects.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
This ordinance has no direct fiscal impact.
3. How does the legislation affect the current fiscal year?
This ordinance has no direct fiscal impact.

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

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

This ordinance has no direct fiscal impact.

Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
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

Ordinance No. 180535 (amending Code Sec. 3-437); Ordinance No. 240276 (amending Code Sec. 3-622); Ordinance No. 220700 (establishing Code Sec. 74-11)

Service Level Impacts

This legislation is not anticipated to have a direct impact on City service levels.

Staff Recommendation

Law Department review; sponsored by Mayor Lucas

Select One: Sponsored
 Directive: Res/Ord # [Click to enter Res/Ord. No.](#)

Select One: Recommend
 Do Not Recommend
 Not Applicable

The Law Department is policy-neutral on all legislation and does not provide a recommendation on this ordinance

Other Impacts

1. What will be the potential health impacts to any affected groups?
Unknown
2. How have those groups been engaged and involved in the development of this ordinance?
Unknown
3. How does this legislation contribute to a sustainable Kansas City?
Increases scope of prevailing wage requirements on certain development projects
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

No - CREO's review is not applicable (Press tab after selecting)

Please provide reasoning why not:

This ordinance does not seek to authorize an agreement for which CREO review is applicable.

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)

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

Date: 03.06.26

Form Prepared By: Ashley Wise

Contract/Project Number: NA	Project Name: MARRS tower install
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: <input checked="" type="checkbox"/>	Ch. 38: <input checked="" type="checkbox"/>
RSMo 213: _____	Title VI: <input checked="" type="checkbox"/>
MWDBE: _____	Prevailing Wage and Labor Standards: _____
SLBE: _____	RSMo 34 Anti-Discrimination Against Israel: <input checked="" type="checkbox"/>

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other: License / Lease agreement

Additional Information:

This license is permission for Jackson County to install a satellite dish on our city owned tower at 27th and Van Brunt. The satellite is for their use at the new detention center they are constructing. License is for 10 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: _____

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: Christina GT Brown Signed by: _____ Date: 3/10/2026

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Comments:

