



Agenda

Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

Tuesday, August 19, 2025

10:30 AM

26th Floor, Council Chamber

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

PUBLIC OBSERVANCE OF MEETINGS

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

Any closed session may be held via teleconference.

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

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

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

Public Testimony is Limited to 2 Minutes

FIRST READINGS

250643 Sponsor: Councilmember Andrea Bough

Amending Chapter 2, Code of Ordinances entitled "Administration" by enacting a new Section 2-1972 entitled "Surplus TIF Revenue Policy"; and directing the City Manager to work with the Economic Development Corporation to achieve certain objectives related to semi-annual review of TIF plans.

250652 Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a one-year lease agreement with two options to renew for one year each with Diamond Food, LLC, dba Break Time for the purpose of a convenience store located at 1128 Oak Street, Kansas City, Missouri 64106.

Attachments: [CREO form- signed -7-2025](#)
[Approp- 2025](#)
[Break Time Lease 2025 AJ edits 7-8-2025](#)
[Docket Memo -7-2-2025](#)
[Ordinance- 2025 Break time](#)

250655 Sponsor: Director of City Planning and Development Department

Approving the application of FC Parade Park, LLC, for a loan from the Kansas City Brownfields Revolving Loan Fund in an amount not to exceed \$2,260,150.00; conditionally approving the same loan to the Port Authority of Kansas City, Missouri in place of FC Parade Park, LLC; conditionally approving a discount of loan principal not to exceed \$500,000.00; and authorizing the Director of City Planning and Development to execute the necessary loan documents and authorizing further acts.

Attachments: [Docket Memo 0.1.5 \(Parade Park Loan\)](#)

250664 Sponsor: City Manager's Office

Determining that the Arlington Road Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

Attachments: [Arlington Road TIF - Five Year Progress Report - Docket Memo](#)
[Arlington Road TIF - Five Year Progress Report - Presentation](#)

250665 Sponsor: City Manager's Office

Determining that the Shoal Creek Parkway Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

Attachments: [Shoal Creek Parkway TIF - Five Year Progress Report - Docket Memo](#)
[Shoal Creek Parkway TIF - Five Year Progress Report - Presentation](#)

250666 Sponsor: City Manager's Office

Determining that the River Market Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

Attachments: [River Market TIF - Fiver Year Progress Report - Docket Memo](#)
[River Market TIF - Fiver Year Progress Report - Presentation](#)

250667 Sponsor: City Manager's Office

Determining that the Blue Ridge Mall Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

Attachments: [Blue Ridge Mall - Five Year Progress Report - Docket Memo](#)
[Blue Ridge Mall - Five Year Progress Report - Presentation](#)

250673 Sponsor: Mayor Quinton Lucas and Councilmember Wes Rogers

Amending Chapter 64, Article V, by adding new subsections to Sections 64-168, 64-170, and 64-171 of the Code of Ordinances for the purpose of establishing a temporary moratorium on annual permit fees for sidewalk cafes, parklets, and street cafes; and directing the City Manager to provide an annual report to the Council related to the program.

Attachments: [250673 Docket Memo](#)

250675 Sponsor: Mayor Quinton Lucas

Amending Chapter 2, Code of Ordinances, by repealing and reenacting Section 2-2024, Conflict of interest annual report, in order for the City to meet the requirements of Section 105.485.4 of the Missouri Revised Statutes, allowing the City to establish its own method of disclosing conflicts of interest; and directing the City Clerk to file a certified copy of this ordinance with the Missouri Ethics Commission within ten days of passage of this ordinance.

Attachments: [Docket Memo 250675 08.18.25](#)

250681 Sponsor: Councilmember Nathan Willett

RESOLUTION - Clarifying the intended application of the City's Incentive Policies and directing the City Manager to develop policies and procedures to ensure compliance with the intended applicability of those policies and to make recommendations to Council within 30 days.

250682 Sponsor: Councilmember Nathan Willett

Approving the First Amendment to the Metro North Mall General Development Plan to amend the Estimated Completion Time to twenty years from passage of this Ordinance and affirming the findings of the City Council made when approving the Plan.

HELD IN COMMITTEE

250621 Sponsor: Councilmember Melissa Robinson

RESOLUTION - Recognizing the value and importance of Kansas City's commitment to sustainable development and directing the City Manager to work with Creative City KC, Inc. to further incorporate the Sustainable Development Goals into city policies to benefit and grow local businesses, including the music economy.

Attachments: [No Docket memo 250621](#)

ADDITIONAL BUSINESS

1. FY2025 Year-End Cash Basis Financial Report
2. Citywide Business Plan - Review of the Finance and Governance Goal
3. There may be general discussion for current Finance Governance & Public Safety Committee issues.
4. 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.
5. 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



Legislation Text

File #: 250643

ORDINANCE NO. 250643

Sponsor: Councilmember Andrea Bough

Amending Chapter 2, Code of Ordinances entitled “Administration” by enacting a new Section 2-1972 entitled “Surplus TIF Revenue Policy”; and directing the City Manager to work with the Economic Development Corporation to achieve certain objectives related to semi-annual review of TIF plans.

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act Section 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, the (“TIF Act”) the City has approved 89 Tax Increment Financing (TIF) Plans; and

WHEREAS, pursuant to the TIF Act up to 50% of the incremental economic activity taxes (EATs) and 100% of the Payments in-Lieu of Taxes (PILOTs) generated within TIF redevelopment project areas (“TIF Revenues”) may be captured for up to 23 years; and

WHEREAS, TIF for a project area may also be terminated at such time as when all reimbursable project costs have been reimbursed; and

WHEREAS, at such time that a redevelopment project area is either expired or terminated, the redevelopment project area may have remaining TIF Revenues within the Special Allocation Fund which shall be returned to the taxing districts as surplus revenue; and

WHEREAS, pursuant to Second Committee Substitute for Ordinance No. 160383, As Amended, PILOTs distributed to and retained by the City shall be deposited into the Shared Success Fund, unless otherwise budgeted, or subject to the remaining limitations included in Section 15 therein; and

WHEREAS, Ordinance No. 240323, As Amended, authorized a contract with Angelou Economics for the creation of a comprehensive economic development policy and strategic plan and Ordinance No. 240696 expressed the intent of the City Council to incorporate equitable economic development strategies in the comprehensive economic development policy; and

WHEREAS, Angelou Economics reviewed the policy contained herein and determined it to be in accordance with their recommendations for the comprehensive economic development policy; and

WHEREAS, the City has a suite of financial policies codified in Chapter 2, Article XIV, Code of Ordinances, which offers policy direction to staff, and the City Council desires to consider formulation of a policy to treat surplus TIF revenue in a consistent manner; and

WHEREAS, Ordinance No. 250040 directed the City Manager to provide a draft of the Surplus TIF Revenue Policy to the City Council within 60 days of the date of its passage; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, “Administration,” is hereby amended by enacting new section 2-1972 entitled “Surplus Revenue Policy” to read as follows:

Section 2-1972. Surplus TIF Revenue Policy.

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

Redevelopment Area means an area designated by the City Council, and within which the City Council has found conditions exist to cause the area to be classified as a conservation area, blighted area, economic development area, enterprise zone, or a combination thereof.

Tax Increment Financing means a development finance tool adopted by City Council pursuant to the Real Property Tax Increment Allocation Redevelopment Act 99.800 to 99.865 of the Revised Statutes of Missouri, as amended (the “TIF Act”).

Tax Increment Financing Redevelopment Plan (the “TIF Plan”) means a plan containing a comprehensive program for redevelopment intended by payment of redevelopment costs to reduce or eliminate the conditions which qualified the area as a conservation area, blighted area, or economic development area, and which contains all other requirements of 99.810.

Surplus TIF Revenue means TIF revenue which is not used to reimburse certified costs included within the TIF Plan, as amended, and is returned to the Taxing Districts.

(b) Considerations when utilizing Surplus TIF Revenues

- (1) Consistency with TIF Plan – Surplus TIF Revenue shall be utilized in a manner consistent with the purposes set forth within the TIF Plan.
- (2) Proximity to the Redevelopment Area – When possible, the Surplus TIF Revenue will be reallocated within close proximity of the expired TIF Redevelopment Area.
- (3) Shared Success Fund – Surplus TIF Revenue may be estimated within the Shared Success Fund to further economic development in severely distressed census tracts within the City.

- (4) Demonstrated Need – the project to be funded with Surplus TIF Revenues must have a demonstrated need for funding.
- (5) In the event the city’s General Fund reserve balance pursuant to the Fund Balance and Reserve Policy, Section 2-1954, is below policy limits, Surplus TIF Revenues will be deposited to the General Fund.
- (6) Any use of Surplus TIF Revenues shall comply with the Revenue Policy, Section 2-1970(g), relating to one time and unpredictable revenue.

(c) Surplus TIF revenue estimates and appropriations will be included in quarterly clean-up ordinances, when possible.

(d) Surplus TIF revenues will be appropriated in a manner that makes the originating TIF Plan identifiable, and appropriations will be rolled forward until fully expended or reallocated to another use by ordinance.

Section 2. That TIF Commission staff shall semi-annually review TIF Plans with excess funds in its Special Allocation Fund as well as TIF Plans that have met stated objectives; and provide a list, with accompanying recommendations, to terminate redevelopment project areas and/or surplus funds.

Section 3. That the City Manager is hereby directed to include a requirement within the City’s contract with the Economic Development Corporation to undertake the reviews required in Section 2 of this ordinance.

..end

Approved as to form:

Samuel Miller
Assistant City Attorney



File #: 250652

ORDINANCE NO. 250652

Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a one-year lease agreement with two options to renew for one year each with Diamond Food, LLC, dba Break Time for the purpose of a convenience store located at 1128 Oak Street, Kansas City, Missouri 64106.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the General Fund is hereby estimated in the following amount pursuant to Diamond Food, LLC, dba Break Time lease agreement:

26-1000-071600-457500	Space Rental Charges	\$313.60
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Section 2. That the Director of the General Services Department is authorized to execute a one (1) year lease agreement with two options to renew for one (1) year each, attached hereto in substantial form, with Diamond Food, LLC, dba Break Time.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Abigail Judah
Assistant City Attorney

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

Date: 7/8/2025

Form Prepared By: Erica Mackey

Contract/Project Number: NA		Project Name: Diamond Food LLC, dba Break Time	
Developer/Prime: NA		Contact Information: 816-291-0531	
Final Contract Value: N/A		Project Manager: Erica Mackey	
Funding:	<input type="checkbox"/> City	<input type="checkbox"/> State	<input type="checkbox"/> Federal
Project Requirements:	<input type="checkbox"/> M/WBE	<input type="checkbox"/> DBE	<input type="checkbox"/> Section 3
Tax Incentive:	<input type="checkbox"/> LCRA	<input type="checkbox"/> TIF	<input type="checkbox"/> PIEA
Prevailing Wage:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Davis-Bacon:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Construction Employment Program:	<input type="checkbox"/> Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more. <input type="checkbox"/> No: Workforce hours are less than 800 and project cost is less than \$300,000.		

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

Contract Type:

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

Additional Information:

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with Diamond Food LLC, dba Break Time for the purpose of a convenience store located at 1128 Oak Street, Kansas City Missouri, 64106.

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

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

☒ Approved ☐ Disapproved

Changes Needed:

Federal Provisions Included:

☐ Approved ☐ Disapproved ☒ Not Applicable

CREO Signature

DocuSigned by:

Alvaro Ontiveros

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Date: 7/8/2025

Comments:

Re-submitted due to updated lease amounts per EM. Reviewed and approved again 7/8.AO





LEDGER GROUP: **REVENUE** **BUDGET PERIOD:** **2025-2026**

[illegible]

TOTAL	-
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7/8/2025

REQUEST FOR SUPPLEMENTAL REVENUE

CITY OF KANSAS CITY, MISSOURI

DEPARTMENT: **General Service Department**

BUSINESS UNIT: KCMBU **DATE:** 7/8/2025 **JOURNAL ID:** _____

LEDGER GROUP: **REVENUE**

[illegible]

DESCRIPTION:

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with I Food LLC, dba Break Time for the purpose of a convenience store located at 1128 Oak Street, Kansas City Missouri, 64106.

APPROVED BY:	DATE	APPROVED BY: DEPARTMENT HEAD	DATE
<u>Erica Mackey</u>	<u>7/8/2025</u>		

Diamond

LEASE AGREEMENT
[1128 Oak Street, Kansas City, Missouri]

THIS LEASE is made on this _____ day of _____ by and between the **City of Kansas City**, a Missouri constitutionally chartered municipal corporation (hereinafter called the “**Lessor**” or “**City**”), and **Diamond Food LLC, dba Break Time**, a Missouri limited liability company (hereinafter called “**Lessee**”) (Collectively, the Lessor and the Lessee may be referred to herein as the “**Parties**”). The Parties hereby agree as follows:

1. PREMISES. Lesser hereby grants to said Lessee the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises: Approximately **1479** square feet at **1128 Oak Street, Kansas City Missouri, 64106** (“**Premises**”).

2. TERM. The term of this Lease shall be for a period of one (1) year beginning _____ **2025**, and ending _____, **2026** (“**Term**”), with two (2) options to renew for one year each, subject to the provisions of this Lease Agreement.

3. RENT. During the Term, Lessee shall, pursuant to the Lease, pay a monthly rent of **One Thousand Four Hundred Thirty-Nine Dollars and Twenty cents (\$1,439.20) per month**.

The total rent due for the initial twelve (12) month Lease is **Seventeen Thousand Two Hundred Seventy Dollars and Forty cents (\$17,270.40)**. Future rental amounts due are outlined on the rent schedule attached hereto and incorporated herein as **Exhibit A**.¹

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

Three options for online payment:

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

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

4. USE OF PREMISES. The premises shall be used for the purpose of a convenience store including the sale of hot and cold sandwiches, alcohol and tobacco products, groceries snack foods, confectionery, over-the-counter drugs, state lottery, toiletries, newspapers, magazines, and all the C-store-related items including liquor and beer sales. Tenant may purchase monthly passes in the attached

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

garage for its employees at the discounted rate of **\$75.00 per month**. The tenant will pay all associated parking costs directly to the garage management. an office and space location for **Diamond Food LLC** and no other use unless specifically authorized by the Lessor through its Director of General Services. Lessee agrees to notify the City's Director of General Services regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section.

5. ACCEPTANCE, MAINTENANCE, AND REPAIR. Lessee has inspected and knows the condition of the Premises and accepts the same in their present (subject to ordinary wear, tear, and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any, to remove reasonable moveable property), including the interior walls. Lessee will return the premises to the Lessor, undamaged except for reasonable wear and tear.

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

7. POSSESSION AT THE BEGINNING OF TERM. Lessor took possession of the premises at the commencement of the term of the Original Lease and has maintained possession during the holdover period when the Original Lease expired and the execution of this Lease.

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

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

10. UTILITIES AND SERVICES. City shall pay for all building operating expenses, water, electricity and gas, unless otherwise herein expressly provided. Tenant shall provide janitorial and trash removal services on a daily basis from the interior of the Premises, but City will be responsible for the disposal from the dumpster provided in common with other tenants in the Wolf Garage. Other services such as exterior security and snow removal will be the responsibility of the City.

Lessor shall be responsible for grease trap cleaning. Lessee shall be responsible for the maintenance, repair, and cleaning of all fixtures and appliances, including vent hoods.

11. ALTERATIONS. Lessee shall not make any material alterations or additions (hereinafter "Improvements") in or to the Premises, without the prior written consent of Lessor. Such consent shall not be unreasonably withheld. Lessee shall make or cause Lessee's Contractor to make all approved improvements in accordance with all applicable Federal, State, and Local laws. Lessee desires to make certain improvements to the Premises, which are listed in **Exhibit B**. As stated above, Lessee shall attain City's written consent prior to making any improvements to the Premises, and the City shall not unreasonably withhold such consent.

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

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

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

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

- a. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an occurrence basis. The policy shall be written or endorsed to include the following provisions:
 1. Severability of Interests Coverage applying to Additional Insureds
 2. Contractual Liability
 3. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 4. No Contractual Liability Limitation Endorsement
 5. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.
- b. Workers' Compensation / Statutory Employers Liability with limits of:
 1. \$100,000 per accident
 2. \$500,000 disease, policy limit
 3. \$100,000 disease, each employee

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

Lessee shall furnish certificates including required endorsements and additional insureds as described below to the Lessor for insurance as specified herein. In the event of Lessee's failure to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. **Delivery of such certificates to Lessor shall be a condition precedent to Lessee's right to go upon the Premises.** All such insurance policies shall provide that the City and its agencies, officials, officers, and employees when acting within the scope of their authority, will be named as additional insureds for the services under this lease. All insurance must be written by companies that have an A.M. Best rating of A-V or better, and are leased or approved by the State of Missouri to do business in Missouri. They shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation.

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

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

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

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

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

21. PUBLIC REQUIREMENTS. Lessee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises or the use thereof and save Lessor harmless from expense or damage resulting from failure to do so. Without limiting the foregoing, Lessee shall comply with the Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances attached hereto as Exhibit B and incorporated herein by reference.

22. ASSIGNMENT AND SUBLEASE. Lessee shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor. Lessor retains the right to withhold its consent for any assignment, transfer, or sublease for any reason whatsoever, including limiting the type of use or number of similar subleases on Premises at any given time. Any sublease of Premises must contain a subrogation provision and an indemnity provision that mirrors the language of Sections 18 and 19 of this Lease, with the Sublessee indemnifying the Lessor. Sublessee also shall require any Sublessee to obtain insurance coverage in amounts equal to those in Section 16 of this Lease and naming Lessor as

an additional insured. Lessee understands, however, that in the event of a sublease, Lessee is still responsible for complying with all terms of this Lease.

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

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

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

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

27. DEFAULT. If default is made in the payment of any installment of rent on the due date thereof, or if Lessee shall default in the performance of any other agreement (other than payment of rent) in this Lease and such default (other than payment of rent), continues for ten days after written notice thereof, or if the Premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of the Lessor, and Lessor may re-enter the Premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this Lease shall terminate and the Lessor may exclude Lessee from the Premises, changing the lock on the door or doors if deemed necessary, if applicable, without being liable to Lessee for any damages or for prosecution therefor; Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the Lessee expressly agrees, notwithstanding termination of this Lease and re-entry by the Lessor that the Lessee shall remain liable for a sum equal to the entire rent payable to the end of the Term hereof and shall pay any loss or deficiency sustained by the Lessor on account of the Premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee, without notice may re-let the Leased Premises or any part thereof for the remainder of the Term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between sum equal to the amount of rent payable during the residue of the Term and net rent received by the Lessor during the Term after deducting all expenses of every kind for repairs, recovering possession and reletting the same, which differences shall accrue and be payable monthly.

All property of the Lessee which is now or may hereafter be at any time during the Term of this Lease in or upon said Premises, whether exempt from execution or not, shall be bound by and subject to a lien for the payment of the rent herein reserved, and for any damages arising from any breach by the Lessee of any of the covenants or agreements of this Lease to be performed by Lessee. In the event of

default by Lessee in the payment of rent or otherwise, Lessor may foreclose the such lien and take possession of said property or any part or parts thereof and sell or cause the same to be sold, at such place as Lessor may elect, at public or private sale, with or without notice, to the highest bidder capable of paying the bid price, and apply the proceeds of said sale to pay the costs of taking possession of and selling said property, then owed toward the debt and/or damages as aforesaid. Any excess of the proceeds of said sale over said costs, debt, and/or damages shall be paid to Lessee. Any such sales shall bar any right of redemption by Lessee.

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

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

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

Diamond Food LLC, dba Break Time
Suleman Jiwani Jr
11610 w 158th terrace
Overland Park, Kansas 66221.
sfjiwani@yahoo.com
913-980-7768

Addressed to Lessor:

Manager of Real Estate
GSD – Real Estate Services
11th Floor, City Hall
414 E. 12th Street
Kansas City, MO 64106

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

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

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

34. NO DISCRIMINATION. Lessee shall not discriminate and shall comply with Chapter 38 of the City Code of Ordinances and Chapter 213, RSMo. Lessee shall further comply with the Civil Rights and Equal Opportunity Departments' Civil Rights and Wage Assurances attached hereto as Exhibit C and incorporated herein by reference.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BANK]

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

LESSEE:

**Diamond Food LLC, dba Break Time
A Kansas Limited Liability Company**

BY: _____

**Print Name: Suleman Jiwani Jr
Diamond Food LLC, dba Break Time
Manager/Owner**

Date: _____

LESSOR:

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

BY: _____

**Yolanda McKinzy
Director, General Services Department**

DATE: _____

APPROVED AS TO FORM

BY: _____

Abigail Judah, Assistant City Attorney

EXHIBIT A

RENT SCHEDULE

MONTH	RENT AMOUNT
INITIAL TERM August 1, 2025- July 30, 2026	
August 2025	\$1,439.20
September 2025	\$1,439.20
October 2025	\$1,439.20
November 2025	\$1,439.20
December 2025	\$1,439.20
January 2026	\$1,439.20
February 2026	\$1,439.20
March 2026	\$1,439.20
April 2026	\$1,439.20
May 2026	\$1,439.20
June 2026	\$1,439.20
July 2026	\$1,439.20
FIRST RENEWAL TERM: August 1, 2026- July 30, 2027	
August 2026	\$1,439.20
September 2026	\$1,439.20
October 2026	\$1,439.20
November 2026	\$1,439.20
December 2026	\$1,439.20
January 2027	\$1,439.20
February 2027	\$1,439.20
March 2027	\$1,439.20
April 2027	\$1,439.20
May 2027	\$1,439.20
June 2027	\$1,439.20
July 2027	\$1,439.20
SECOND RENEWAL TERM: August 1, 2027- July 30, 2028	
August 2027	\$1,439.20
September 2027	\$1,439.20
October 2027	\$1,439.20
November 2027	\$1,439.20
December 2027	\$1,439.20
January 2028	\$1,439.20
February 2028	\$1,439.20
March 2028	\$1,439.20
April 2028	\$1,439.20
May 2028	\$1,439.20
June 2028	\$1,439.20
July 2028	\$1,439.20
TOTAL: 3 YEARS (36 MONTHS)	\$51,811.20

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

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

Ban the Box in Hiring and Promotion.

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

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

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

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

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

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

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

CREO Form 3
Rev. 3.22.2023



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: TMP-5757

Submitted Department/Preparer: General Services

Revised 6/10/24

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

Executive Summary

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with **Diamond Food LLC, dba Break Time**

Discussion

Diamond Food LLC, dba Break Time operates during peak civic hours aligning perfectly with the schedules of city employees, downtown workers, and visiting constituents. This offers a unique opportunity to serve a high-density, high-need area with essential goods and services.

Fiscal Impact

1. Is this legislation included in the adopted budget? ☐ Yes ☒ No
2. What is the funding source?
General Fund - 26-1000-071600-457500 City Property and Acquisition
\$313.60
3. How does the legislation affect the current fiscal year?
This will add \$313.60 in income FY26
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
Yes, it impacts the revenue for Fiscal Year 2025-26
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
Yes, the legislation will generate revenue for Fiscal Year 2025-2026.

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 (CWB) 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 the resiliency of a responsive, representative, engaged, and transparent City government.
 - ☐ Engage in workforce planning including employee recruitment, development, retention, and engagement.
 - ☐ Foster a solutions-oriented, welcoming culture for employees and City Partners.
 - ☐
 - ☐
 - ☐

Prior Legislation

N/A

Service Level Impacts

This legislation provides a consistent revenue to the city in convenience sales and services to the downtown area, city employees and local citizens.

Other Impacts

1. What will be the potential health impacts to any affected groups?
This legislation will provide food services and drinks that would not otherwise be easily accessible to city employees, downtown citizens and guest of the city of kcmo.

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

Yes

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

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)

ORDINANCE NO.

Sponsor: Director of General Services

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with **Diamond Food LLC, dba Break Time** for the purpose of a convenience store located at 1128 Oak Street, Kansas City Missouri, 64106.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the General Fund is hereby estimated in the following amount pursuant to **Diamond Food LLC, dba Break Time** lease agreement:

26-1000-071600-457500	Space Rental Charges	\$313.60
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Section 2. That the Director of the General Services Department is authorized to execute a one (1) year lease agreement with two options to renew for one (1) year each, attached hereto in substantial form, with **Diamond Food LLC, dba Break Time**. for the purpose of a convenience store beginning September 1, 2025, and ending August 31, 2026.

Approved as to form:

Abigail Judah
Assistant City Attorney



File #: 250655

ORDINANCE NO. 250655

Sponsor: Director of City Planning and Development Department

Approving the application of FC Parade Park, LLC, for a loan from the Kansas City Brownfields Revolving Loan Fund in an amount not to exceed \$2,260,150.00; conditionally approving the same loan to the Port Authority of Kansas City, Missouri in place of FC Parade Park, LLC; conditionally approving a discount of loan principal not to exceed \$500,000.00; and authorizing the Director of City Planning and Development to execute the necessary loan documents and authorizing further acts.

WHEREAS, a Brownfields Revolving Loan Fund (RLF) Program has been established by the City of Kansas City, Missouri (the “City”), and the U.S. Environmental Protection Agency (EPA) has awarded Brownfields RLF grant funds to the City in the amount of \$10,400,000.00, and the City has entered into federal cooperative agreement No. 4B-97798101 with EPA (the “EPA Cooperative Agreement”); and

WHEREAS, on January 17, 2025, the Kansas City Brownfields Commission (the “Commission”) received the application of FC Parade Park, LLC (“Borrower”) to the Kansas City RLF Program for a loan in the amount of \$2,260,150.00 to abate asbestos-containing materials (ACM) and other hazardous substances and perform other related work necessary for the abatement and demolition of structures at the Parade Park Homes site, consisting of eight parcels with a total area of approximately 26 acres located at 1501, 1534, 1600 and 1726 Euclid Avenue; 1510, 1519 Garfield Avenue; 1601 Woodland Avenue; and 1700 Michigan Avenue, Kansas City, Missouri (the “Parade Park Site”) (collectively, the “RLF Loan”); and

WHEREAS, FC Parade Park, LLC, has diligently pursued plans and financing for the redevelopment of Parade Park Site, has planned a redevelopment project in three phases with an estimated value of approximately \$400 million, and has secured commitments, tentative commitments and approvals for federal, state and local tax credits, grants and incentives, and private equity and financing for Development Phase I in a total amount of approximately \$147 million; and

WHEREAS, on January 30, 2025, the Commission adopted Resolution 001-025 thereby recommending to the City Council approval of the loan application of FC Parade Park LLC in the amount of up to \$2,260,150.00 subject to certain preconditions; approval of the same loan to the Port Authority of Kansas City, Missouri (“PortKC”) in place of FC Parade Park, LLC; and a discount of loan principal not to exceed \$500,000.00; and

WHEREAS, Precondition No. 1 that EPA modifies the EPA Cooperative Agreement to award an additional \$3,500,000.00, as announced in May 2024, was satisfied by Modification No. 2 to the EPA Cooperative Agreement issued by EPA on July 7, 2025; and

WHEREAS, Precondition No. 2 that the City prepare a determination that the requirements for borrower eligibility and site eligibility under the EPA Cooperative Agreement are met and that EPA concurs in such determination has been partially satisfied by a determination prepared by the City, and EPA's concurrence will be confirmed prior to execution of the Loan Agreement and related documents; and

WHEREAS, Precondition No. 3 that an Analysis of Brownfields Cleanup Alternatives ("ABCA") for the remediation project is prepared and made available to the public for comment during a period of not less than 30 days was satisfied according to documents Borrower provided to the City dated 7/23/25; and

WHEREAS, Precondition No. 4 that Borrower provides an appraisal of the subject properties prepared by a real estate appraiser licensed by the State of Missouri and in accordance with applicable industry standards, to the satisfaction of the City's loan underwriter will be confirmed by the City prior to execution of the Loan Agreement and related documents; and

WHEREAS, Precondition No. 5 that Borrower furnishes evidence of an approved permanent debt loan for the project in an amount of no less than \$16.9 million, to the satisfaction of the City's loan underwriter will be confirmed by the City prior to execution of the Loan Agreement and related documents; and

WHEREAS, Precondition No. 6 that Borrower agrees to provide City a Second Deed of Trust on the Subject Properties as loan collateral to the satisfaction of the City's loan underwriter will be satisfied prior to execution of the Loan Agreement and related documents; and

WHEREAS, Precondition No. 7 that the City's loan underwriter delivers a report to the City with a determination that the loan is not inconsistent with commonly accepted prudent lending practices applicable to community development financing products and does not pose an unacceptable financial risk to the City or the RLF Program which will be satisfied prior to execution of the Loan Agreement and related documents; and

WHEREAS, Borrower estimates the costs to abate ACM and other hazardous substances during demolition and removal of existing structures on the Parade Park Site at approximately \$2,260,150.00; and

WHEREAS, there currently remains approximately \$10,212,245.85 available for loans in the RLF grant account and RLF Program Income account; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. Subject to the satisfaction of unmet preconditions 2, 4, 5 and 6 to Commission Resolution 001-025, the actions described in Sections 2, 3 and 4 are approved.

Section 2. In accordance with Section 1, the application of FC Parade Park, LLC, for a loan from the City in an amount not to exceed \$2,260,150.00 is hereby approved and funded from funds previously appropriated in the following accounts:

26-2550-645021-B-G64BRLFPI	RLF Program Income	\$1,100,000.00
26-2550-645020-B-G64SBRLF	The Kansas City Supplemental RLF	<u>1,160,150.00</u>
	TOTAL	\$2,260,150.00

Section 3. In the event the Parade Park Site properties are transferred to the Port Authority of Kansas City, Missouri (PortKC) at any time prior to the start of remediation activities, that PortKC be approved to receive the RLF Loan as the Borrower, or assume an assignment of the RLF Loan as Borrower from FC Parade Park LLC, provided the following conditions are met:

- 1) PortKC acquires fee simple title to all Parade Park Site properties in compliance with the EPA Rule on All Appropriate Inquiries (40 CFR Part 300);
- 2) All the conditions of Section B are met with respect to PortKC as the Borrower of the RLF Loan; and
- 3) PortKC executes a loan agreement with City, or an instrument assigning to PortKC the RLF Loan, and related documents as appropriate and necessary.

Section 4. In the event PortKC becomes the Borrower of the RLF Loan pursuant to Section 3, that the loan agreement contain a provision allowing up to \$500,000.00 of the loan principal to be forgiven subject to the following conditions:

- 1) At least \$1 million of loan funds are disbursed to Borrower for eligible costs incurred in the implementation of a remediation action plan (“RAP”) approved by the Missouri Brownfields Voluntary Cleanup Program (“BVCP”);
- 2) Borrower completes implementation of the approved RAP and the BVCP issues a Certificate of Completion or similar document declaring the proper completion of site remediation activities and that “no further action” is necessary; and
- 3) No other loan discount or subgrant funding is provided by the RLF for cleanup activities at the Parade Park Site.

Section 5. In accordance with Sections 1 and 3, the Director of the City Planning and Development Department is authorized to execute with FC Parade Park LLC and/or PortKC the necessary loan documents to memorialize, issue and secure the Loan, all in accordance with the terms and conditions of the EPA Cooperative Agreement. A copy of the loan documents, approved in substantial form, is on file with the City Planning and Development Department.

Section 6. In accordance with Sections 1 and 3, the Director of City Planning and Development is authorized to take such necessary further acts related to the loan documents, all consistent with this ordinance.

..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:

Abigail Judah
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: TMP-5746
Submitted Department/Preparer: City Planning
Revised 6/10/24

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 application of FC Parade Park LLC for a loan from the Kansas City Brownfields Revolving Loan Fund in an amount not to exceed \$2,260,150.00; conditionally recommending approval of the same loan to the Port Authority of Kansas City, Missouri in place of FC Parade Park LLC; conditionally recommending a discount of loan principal not to exceed \$500,000; and authorizing the Director of City Planning and Development to execute the necessary loan documents and authorizing further acts.

Discussion

FC Parade Park LLC has applied to the Kansas City Brownfields Revolving Loan Fund (RLF) for a loan in the amount of \$2,260,150.00 to abate asbestos-containing materials (ACM) and other hazardous substances from properties located at 1501, 1534, 1600 and 1726 Euclid Ave.; 1510, 1519 Garfield Ave.; 1601 Woodland Ave.; and 1700 Michigan Ave., Kansas City, Missouri (the "Parade Park Site"). FC Parade Park LLC is the developer and owner of the subject properties for a project with an estimated value of approximately \$400 million that includes approximately 1,065 new residential units (of which approximately 44% will be affordable or otherwise subject to Low-Income Housing Tax Credit (LIHTC) regulations.

FC Parade Park LLC has secured commitments, letters of intent, and/or approvals for federal, state and local tax credits, grants, incentives, and private equity and financing sufficient to meet the estimated costs of development. The RLF Program operates with grant funding from the U.S. Environmental Protection Agency (EPA) in the amount of \$10,400,000 pursuant to federal cooperative agreement no. 4B-97798101 and program income earned on prior RLF loans. On January 30, 2025 the Kansas City Brownfields Commission adopted Resolution 001-2025 recommending approval of FC Parade Park LLC's loan application, subject to certain preconditions. Certain of these preconditions have been met and others will be met prior to execution of the loan agreement and related documents. The terms of the loan include a rate of 0.0% annual interest, an origination fee of \$22,500 and an annual service fee of \$10,000. The loan term is 16 years with a balloon payment at the end of the term. No matching fund requirements apply to the federal cooperative agreement that funds the RLF Program, nor to the RLF loan. The remediation project funded, in part, by the RLF Loan is required to comply with Davis-Bacon Act wage requirements and certain Disadvantaged Business Enterprise (DBE) requirements of the terms and conditions of the federal cooperative agreement.

Fiscal Impact

1. Is this legislation included in the adopted budget? ☐ Yes ☒ No
2. What is the funding source?
Brownfields Revolving Loan 26-2550-645021-B-G64BRLFPI (\$1,100,000) and 26-2550-645020-B-G64SBRLF (\$1,160,150)
3. How does the legislation affect the current fiscal year?
All funding for the loan in an amount not to exceed \$2,260,150 will be encumbered from EPA grant funds and RLF program income previously estimated and appropriated to the above-referenced accounts. It is anticipated that the loan will be closed and funds encumbered in the current fiscal year by September 30, 2025.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
In future fiscal years, program income from the borrower in repayment of the loan will be collected by the City.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
The RLF loan leverages approximately \$148 million for development Phase 1 and approximately \$400 for the total redevelopment project. The loan will generate a nominal return on investment as program income from the borrower in repayment of the loan.

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?
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 housing, and improve resident wellbeing and cultural diversity.
 - ☒ Maintain and increase affordable 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.
 - ☐ Foster an inclusive environment and regional approach to spur innovative solutions to housing challenges.
 - ☐ 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

Related Ordinances Nos. 231028, 240317, 240811, 240824, 250208, 250473, 250447 and 250578.

Service Level Impacts

The RLF loan approved by this ordinance will abate contaminants from 46 buildings and support construction of approximately 1,065 new housing units of which approximately 44% will be affordable or otherwise subject to Low-Income Housing Tax Credit (LIHTC) regulations.

Other Impacts

1. What will be the potential health impacts to any affected groups?
Sensitive populations and current and future residents living or working on or near the Parade Park Project will benefit from the cleanup activities performed with RLF loan funds.
2. How have those groups been engaged and involved in the development of this ordinance?
Stakeholders, including non-profits, neighborhood organizations, and interested residents were informed and invited to provide input concerning the remediation and redevelopment Project through local newspaper advertisements and through other public meetings of the Kansas City Brownfields Initiative and the Kansas City Brownfields Commission.
3. How does this legislation contribute to a sustainable Kansas City?

The RLF loan helps cleanup and reuse vacant, idle and blighted property, and reuse and improve existing infrastructure. Redevelopment of the Parade Park Site helps the City make more efficient use of its existing investments, increase density, promote public transit, reduce vehicle miles traveled and related carbon emissions, and reduce the overall cost of providing services to residents. Moreover, cleanup and redevelopment of the Site enhances environmental quality, protects sensitive populations, and contributes to the economic vitality of the 18th & Vine Jazz District, the Wendell-Phillips neighborhood and the City overall.

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

Total Number of Units The RLF loan approved by this ordinance will support construction of approximately 1,065 new housing units
Number of Affordable Units Approximately 44%, or 469 units, will be affordable or otherwise subject to Low-Income Housing Tax Credit (LIHTC) regulations

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.
Documents submitted on 7/30/25.

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)



Legislation Text

File #: 250664

ORDINANCE NO. 250664

Sponsor: City Manager's Office

Determining that the Arlington Road Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

WHEREAS, the Arlington Road Tax Increment Financing Plan (the "Plan") was approved by the City Council on November 6, 2014, by Committee Substitute for Ordinance No. 140916; and

WHEREAS, Section 99.865.3 RSMo provides that five years after the establishment of a redevelopment plan and every five years thereafter, the Council shall hold a public hearing regarding those redevelopment plans and projects created pursuant to Sections 99.800 to 99.865 RSMo, to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects; and

WHEREAS, after proper notice, the Council has held such public hearing, and received information on the progress of the Plan; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Council hereby determines that the Arlington Road Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the projects therein.

..end

Approved as to form:

Emalea Kohler
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: Click or tap here to enter TMP-#.

Submitted Department/Preparer: Please Select

Revised 6/10/24

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

Determining that the Arlington Road Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

Discussion

The original plan contemplated the construction of public roads and infrastructure improvements to encourage above and below ground development in an area generally bounded by Claycomo city limits, Parvin Road, and Worlds of fun Avenue. No private improvements have been funded by TIF. The Redevelopment area is an economic development area.

REDEVELOPMENT SCHEDULE

Improvement Description	Commencement Date *	Substantially Complete Date **
4A 48th Street Temporary Cul-de-sac	2016	2019
7B 48th Street UG Structural Work	2018	2025
8 Sanitary	2019	2036
1 Arlington E	2019	2025
1A Arlington W	2019	2027
9 Electircal Utility Infrastructure	2021	2040
2 48th Street	2024	2030
2A 48th Street Cul-de-sac	2024	2030
4 48th Street Widening	2024	2030
1B Arlington Cul-de-sac	2026	2027
5 48th Street Crossing	2029	2030
3 Kentucky	2030	2036
6 Kentucky Crossing	2043	2046
7A Entrance Drive	2046	2047

Fiscal Impact

1. Is this legislation included in the adopted budget?

☐ Yes ☒ No

2. What is the funding source?
Tax Increment Financing and Private 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.
N/A
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
Click or tap here to enter text.

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):
 - ☒ 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

Arlington Road	Plan Approval	Clay Co	NKC		
Arlington Road	1st Amendment			140916	11/6/14
	2nd			150758	9/17/15
Arlington Road	Amendment			160241	4/17/16
Arlington Road	3rd Amendment			170865	11/9/17
Arlington Road	4th Amendment			180280	6/21/18
Arlington Road	5th Amendment			190996	12/19/19
Arlington Road	6th Amendment				
Arlington Road	Project A1			140917	11/9/17
Arlington Road	Project A2			190997	12/19/19
Arlington Road	Project 2			160251	held
Arlington Road	Project 3			160252	held
Arlington Road	Project 8			140918	held
Arlington Road	Project F			150759	9/17/15
Arlington Road	Project G1			150760	9/17/15
Arlington Road	Project I1			150761	9/17/15
Arlington Road	Project H1			170874	11/9/17
Arlington Road	Project J1			190998	12/19/19
Arlington Road	Project G2			211013	11/10/21
Arlington Road	Project 5			220091	2/3/22
Arlington Road	Project 7			220092	2/3/22
Arlington Road	Project J2			221034	12/8/22
Arlington Road	Project A3			221035	12/8/22
Arlington Road	Project 8			240622	8/1/24
Arlington Road	Project K			240634	8/1/24

Service Level Impacts

N/A

Other Impacts

- What will be the potential health impacts to any affected groups?
N/A – This is just a progress report

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

N/A This is just a progress report

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

N/A This is just a progress report

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

No (Press tab after selecting)

N/A

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 is just a progress report for an already approved plan

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

No(Press tab after selecting)

No, this is just a progress report for an already approved plan

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

No(Press tab after selecting)

Arlington Road TIF Plan

Five-Year Progress Report

February 2025

Arlington Road TIF Plan

- Approved 2014, amended nine times
- The original plan contemplated the construction of public road and infrastructure improvements to encourage above and below ground development in an area generally bounded by Claycomo city limits, Parvin Road, and Worlds of Fun Avenue. No private improvements have been funded by TIF. The redevelopment area is an economic development area.
- TIF Financing: Pay-As-You-Go

REDEVELOPMENT SCHEDULE

Improvement Description	Commencement Date *	Substantially Complete Date **
4A 48th Street Temporary Cul-de-sac	2016	2019
7B 48th Street UG Structural Work	2018	2025
8 Sanitary	2019	2036
1 Arlington E	2019	2025
1A Arlington W	2019	2027
9 Electircal Utility Infrastructure	2021	2040
2 48th Street	2024	2030
2A 48th Street Cul-de-sac	2024	2030
4 48th Street Widening	2024	2030
1B Arlington Cul-de-sac	2026	2027
5 48th Street Crossing	2029	2030
3 Kentucky	2030	2036
6 Kentucky Crossing	2043	2046
7A Entrance Drive	2046	2047



Are the redevelopment projects making satisfactory progress under the proposed time schedule contained within the approved plan for completion of such projects?

All of the projects for which a redevelopment agreement has been executed have been and are being completed in accordance with the approved time schedule.



File #: 250665

ORDINANCE NO. 250665

Sponsor: City Manager's Office

Determining that the Shoal Creek Parkway Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

WHEREAS, the Shoal Creek Parkway Tax Increment Financing Plan (the "Plan") was approved by the City Council on November 10, 1994, by Ordinance No. 941443; and

WHEREAS, Section 99.865.3 RSMo provides that five years after the establishment of a redevelopment plan and every five years thereafter, the Council shall hold a public hearing regarding those redevelopment plans and projects created pursuant to Sections 99.800 to 99.865 RSMo, to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects; and

WHEREAS, after proper notice, the Council has held such public hearing and received information on the progress of the Plan; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Council hereby determines that the Shoal Creek Parkway Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the projects therein.

..end

Approved as to form:

Emalea Kohler
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: [Click or tap here to enter TMP-#.](#)
Submitted Department/Preparer: City Manager's Office
Revised 6/10/24

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

Determining that the Shoal Creek Parkway Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

Discussion

The Plan calls for the design and construction of public infrastructure that is essential to the preparation of the Redevelopment Area, including the construction of sections of Shoal Creek Parkway, NE 72nd Street, Maplewoods Parkway, NE 76th St, Soccer Drive, NE 76th Box Culvert, NE 96th St, N Flintlock Rd, N Brightson Ave, N Eastern Ave, Search Creek Parkway, NE 10th St, NE 104th St, NE 112th St, N Sherman, 108th St, NE Cookingham, Pleasant Valley Rd and Missouri Highway 152, Highway 152 and I-35 Interchange Improvements, I-35 and Highway 291 Interchange Improvements, the construction of a improvement within Hodge Park, certain public infrastructure improvements necessary and incidental in connection with the construction of a fire station within the Redevelopment Area, certain public infrastructure improvements necessary and incidental to the construction of Woodneath Library and the construction of trails within and adjacent to the Redevelopment Area.

Map Reference	Road Improvement Description	Completion Date
A1	Shoal Creek Parkway: Hodge Park south to Interstate 435	Complete
A2	Shoal Creek Parkway: Hodge Park north to NE 96th Street	Complete
A3	Shoal Creek Parkway: NE 96th Street west to Interstate 435	Complete
A4	Shoal Creek Parkway: Interstate 435 to Brighton	Complete
A5	Searcy Creek Parkway: I-435 W to Pleasant Valley	Complete
A6	Shoal Creek Parkway: NE 108th Street to Staley Road Design of Searcy Creek and Shoal Creek Parkways Shoal Creek Parkway Study: 100th to Brighton Water Line	Complete
B	NE 72nd Street: Gladstone city limits to N Brighton	2032
C1-C4	Maple Woods Parkway: Indiana to Interstate 435	2032
D1	NE 76th: 650 linear feet west of N Flintlock to Interstate 435	2032
D2	Soccer Drive: Interstate 435 to Brighton	Complete
D3	Soccer Drive: N Brighton to Spruce Avenue	2032
D4	NE 76th box culvert	2032
D5	Sidewalks: Shoal Creek Parkway to N. Stark	Complete
E	NE 96th Street between Shoal Creek Parkway and N Flintlock Road	Complete
F1	N Flintlock: NE 96th Street to Missouri Route 152	Complete
F2	N Flintlock: Missouri Route 152 to NE 76th Street	Complete
F3	N Flintlock: 76th Street to the "Flintlock Flyover"	Complete

F4	N Flintlock: Traffic Signalization at NE 90 th Street, which may include a crosswalk in lieu of or in addition to the traffic signal	2022
G1	N Brighton: Missouri Route 152 to NE 80 th Street	Complete
G2	N Brighton: 1941 linear feet south of NE 79 th Street to N Pleasant Valley	2024
G3	N Brighton: NE 80 th Street to 2700 linear feet south of NE 76 th Street	Complete
G4	N. Brighton Water Line	2032
G5	SKW Design & Construction Services	2032
G6	NE 58 th Street to Pleasant Valley Road	2023
H1	N Eastern Avenue: Intersection at Highway 291	Complete
H2	N Eastern: South of Kellybrook Elementary School approximately 2,000 linear feet	Complete
H3	N Eastern Avenue: 96 th Street to 106 th Street	Complete
H4	N Eastern: 108 th to Highway 291	2032
I1	NE 108 th : Smalley to Interstate 435	Complete
I2	NE 108 th : Interstate 435 to Staley Road	Complete
J	Interstate 35/Highway 291 Intersection	2032
K1	NE 104 th : Highway 291 to A Highway	2021
K2	NE 104 th Street: ½ mile east of Highway 291 to Liberty/Kansas City city limits	2021
K3	NE 104 th Street: Liberty/Kansas City city limits to A Highway (KCMO share)	2021
K4	NE 104 th Street: Signal at Highway 291	2021
	Shoal Creek Parkway Study: 100 th to Brighton Water Line	2021
L	Highway 152: Interstate 35 Interchange	2020
L1	Highway 152: Shoal Creek Parkway to Interstate 35	2022
L2	Highway 152: Traffic Control Study and Corridor Improvements between Shoal Creek Parkway and Interstate 35	2023
M1	Pleasant Valley Road: Intersection with Brighton	2023
M2	Pleasant Valley Road: Brighton to Searcy Creek	2032
N	Hodge Park Improvements	2021
O	Infrastructure improvements related to the construction of a fire station within the Redevelopment Area	2019

P	Trail segment along Shoal Creek Parkway, between N. Brighton and Pleasant Valley Road	2024
Q	N. Booth Avenue north of MO Highway 152 and MO Highway 152, beginning at a point 1,400 linear feet west of N. Booth Avenue and continuing to a point 1,960 linear feet east of N. Booth Avenue	2021
R	Public Detentions	2021
S	Public Utilities – Storm Water Sewer, Sanitary Sewers and a Water Main along MO Highway 152, beginning at a point 1,400 linear feet west of N. Booth Avenue and continuing to a point 1,960 linear feet east of N. Booth Avenue, and Dry Utilities	2021
T	Woodneath Library Improvements – Paving, Asphalt Trails, Walkways, Lighting, Bridge, Access Road, Utility Work, Design Work and Contingency	2022
U	NE 108 th Street: Traffic signal at 108 th and NE Cookingham Drive	2021
V	N. Sherman: Street lights between NE Cookingham Drive and NE 116 th Terrace	2022
W	Maplewoods Parkway: Shoal Creek Parkway to NE 112 th Street, including the construction of a water line	2022
X	Maplewoods Parkway: NE 112 th Street extending north to and including the intersection at NE Cookingham Drive	2026

Fiscal Impact

1. Is this legislation included in the adopted budget? ☐ Yes ☒ No
2. What is the funding source?
Tax Increment Financing and Private Funds
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.
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 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):
 - ☒ 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

Shoal Creek Parkway	Plan Approval	Clay Co #04	NKC/Liberty	941443	11/10/94
Shoal Creek Parkway	1st Amendment			971310	10/2/97
Shoal Creek Parkway	2nd Amendment			021283	10/31/02

	2nd		
	Amendment		
Shoal Creek Parkway	(revised legals)	030545	5/8/03
Shoal Creek Parkway	3rd Amendment	040457	4/29/04
Shoal Creek Parkway	4th Amendment	041218	11/9/04
Shoal Creek Parkway	5th Amendment	060903	8/31/06
Shoal Creek Parkway	6th Amendment	061320	12/14/06
Shoal Creek Parkway	7th Amendment	080419	5/8/08
Shoal Creek Parkway	8th Amendment	081118	11/20/08
Shoal Creek Parkway	9th Amendment	090262	4/16/09
	10th		
Shoal Creek Parkway	Amendment	110073	3/10/11
	11th		
Shoal Creek Parkway	Amendment	130532	7/25/13
	12th		
Shoal Creek Parkway	Amendment	160592	8/25/16
	13th		
Shoal Creek Parkway	Amendment	170327	5/18/17
	14th		
Shoal Creek Parkway	Amendment	180583	8/23/18
	15th		
Shoal Creek Parkway	Amendment	190216	4/18/19
	16th		
Shoal Creek Parkway	Amendment	190894	11/14/19
	17th		
Shoal Creek Parkway	Amendment	200217	3/26/20
	18th		
Shoal Creek Parkway	Amendment	201016	12/10/20
	19th		
Shoal Creek Parkway	Amendment	210134	2/25/21
	20th		
Shoal Creek Parkway	Amendment	210500	6/17/21
	21st		
Shoal Creek Parkway	Amendment	210750	
	22nd		
Shoal Creek Parkway	Amendment	220298	4/14/22
	23rd		
Shoal Creek Parkway	Amendment	220570	7/14/22
Shoal Creek Parkway	Project A	941444	11/10/94
Shoal Creek Parkway	Project B	941445	11/10/94
Shoal Creek Parkway	Project C	941446	11/4/04
Shoal Creek Parkway	Project D	941447	12/14/95
Shoal Creek Parkway	Project E	941448	
Shoal Creek Parkway	Project F	941449	5/1/97
Shoal Creek Parkway	Project G	941450	12/13/01
Shoal Creek Parkway	Project H	941451	11/4/04
Shoal Creek Parkway	Project I	941452	11/4/04
Shoal Creek Parkway	Project J	941453	11/4/04

Shoal Creek Parkway	Project K	941454	11/4/04
Shoal Creek Parkway	Project L	971311	10/2/97
Shoal Creek Parkway	Project M	971312	10/2/97
Shoal Creek Parkway	Project N	021284	10/31/02
Shoal Creek Parkway	Project O	021285	10/31/02
	Project O (Revised legals)	030546	5/8/03
Shoal Creek Parkway	Project P	081119	11/20/08
	Project P (Revised legals)	090833	10/1/09
Shoal Creek Parkway	Project Q	081120	held
Shoal Creek Parkway	Project R	081121	11/20/08
	Project R (Revised legals)	090834	10/1/09
Shoal Creek Parkway	Project S	081122	held
Shoal Creek Parkway	Project T	081123	held
Shoal Creek Parkway	Project U	081124	held
Shoal Creek Parkway	Project V	081125	held
Shoal Creek Parkway	Project W	081126	held
Shoal Creek Parkway	Project X	081127	held
Shoal Creek Parkway	Project Y	081128	held
Shoal Creek Parkway	Project Z	081129	12/20/12
Shoal Creek Parkway	Project AA	081130	held
Shoal Creek Parkway	Project BB	081131	held

Service Level Impacts

N/A

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?
Acknowledging the continued sustainability of the TIF Plan/Projects.

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

This is just a progress report of an already approved Plan
[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 is just a progress report of an already approved Plan

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

No(Press tab after selecting)

This is just a progress report of an already approved Plan

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

Shoal Creek Parkway TIF Plan Five-Year Progress Report

February 2025

Shoal Creek Parkway TIF Plan

- **Approved in 1994, amended twenty-three times**
- **Total budget \$298 million, \$206 million reimbursable from TIF**
- **The TIF Funds are used exclusively for public infrastructure.**

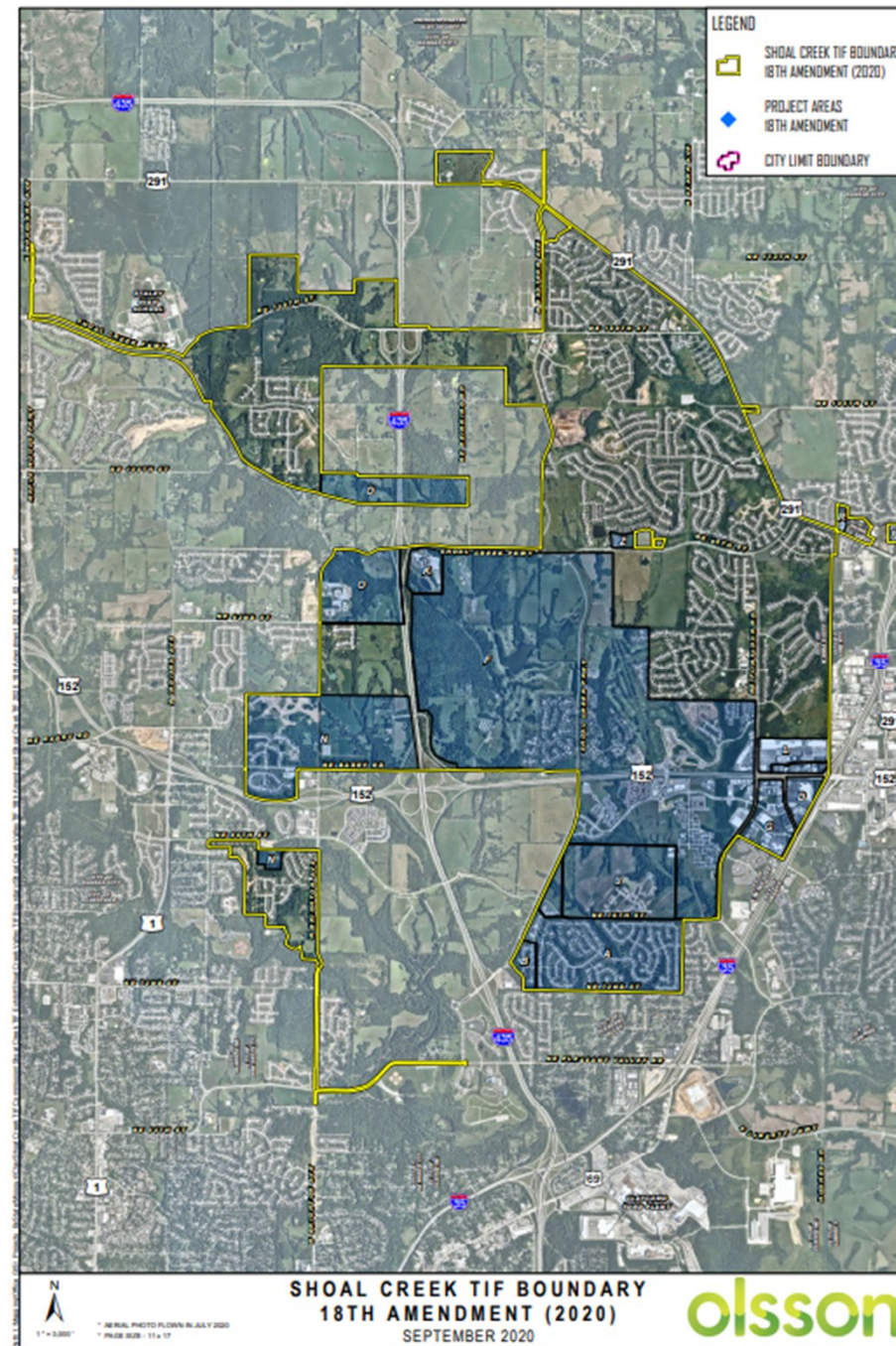
Shoal Creek Parkway TIF Plan

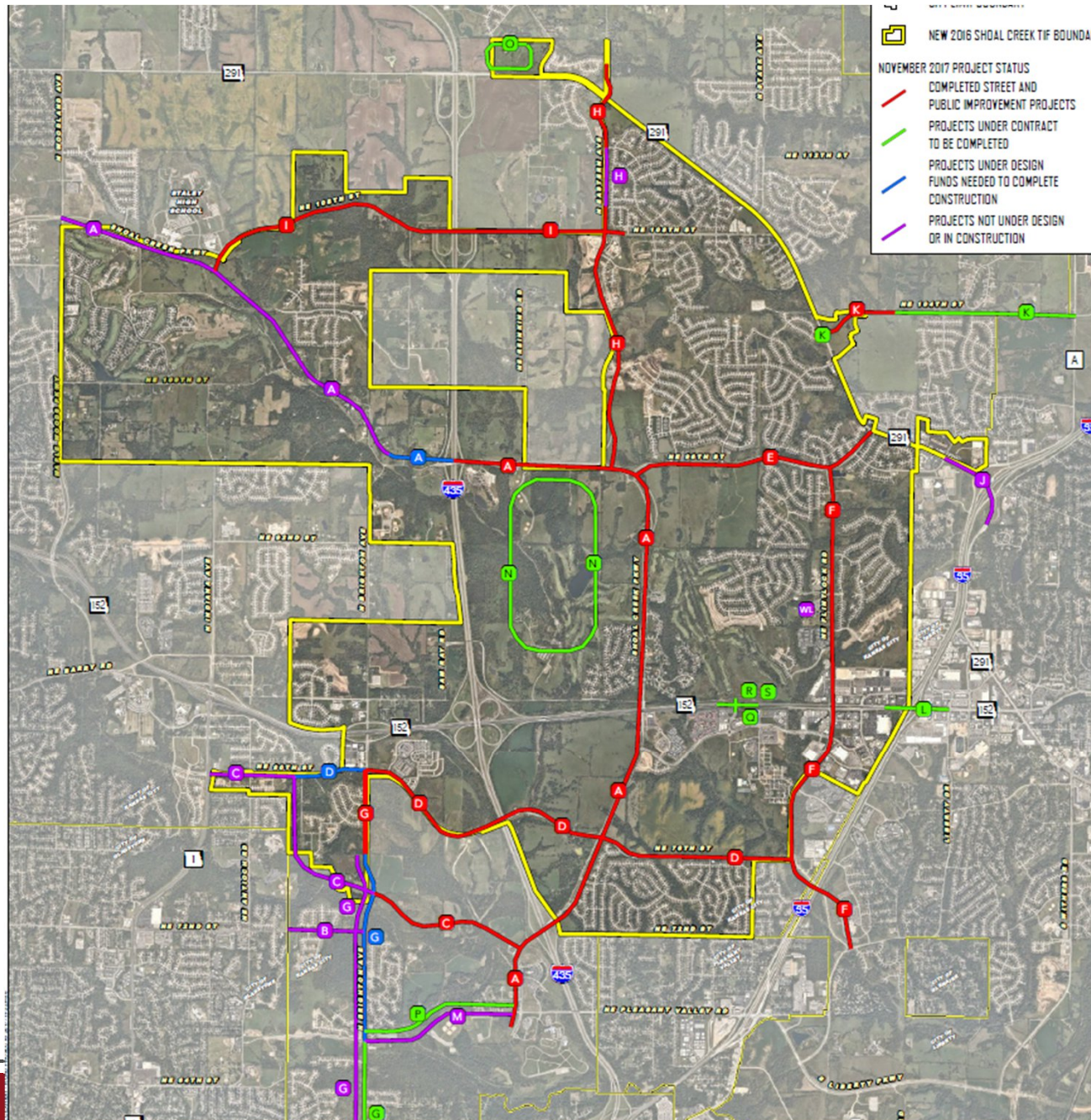
- **The Redevelopment Area is generally bounded by Hwy 291 and 108th Street on the north, I-35 and Hwy 291 on the east, and Brighton and Maplewoods Parkway on the west and Pleasant Valley Road on the south**

Map Reference	Road Improvement Description	Completion Date
A1	Shoal Creek Parkway: Hodge Park south to Interstate 435	Complete
A2	Shoal Creek Parkway: Hodge Park north to NE 96th Street	Complete
A3	Shoal Creek Parkway: NE 96th Street west to Interstate 435	Complete
A4	Shoal Creek Parkway: Interstate 435 to Brighton	Complete
A5	Searcy Creek Parkway: I-435 W to Pleasant Valley	Complete
A6	Shoal Creek Parkway: NE 108th Street to Staley Road Design of Searcy Creek and Shoal Creek Parkways Shoal Creek Parkway Study: 100th to Brighton Water Line	Complete
B	NE 72nd Street: Gladstone city limits to N Brighton	2032
C1-C4	Maple Woods Parkway: Indiana to Interstate 435	2032
D1	NE 76th: 650 linear feet west of N Flintlock to Interstate 435	2032
D2	Soccer Drive: Interstate 435 to Brighton	Complete
D3	Soccer Drive: N Brighton to Spruce Avenue	2032
D4	NE 76th box culvert	2032
D5	Sidewalks: Shoal Creek Parkway to N. Stark	Complete
E	NE 96th Street between Shoal Creek Parkway and N Flintlock Road	Complete
F1	N Flintlock: NE 96th Street to Missouri Route 152	Complete
F2	N Flintlock: Missouri Route 152 to NE 76th Street	Complete
F3	N Flintlock: 76th Street to the "Flintlock Flyover"	Complete

F4	N Flintlock: Traffic Signalization at NE 90 th Street, which may include a crosswalk in lieu of or in addition to the traffic signal	2022
G1	N Brighton: Missouri Route 152 to NE 80th Street	Complete
G2	N Brighton: 1941 linear feet south of NE 79th Street to N Pleasant Valley	2024
G3	N Brighton: NE 80th Street to 2700 linear feet south of NE 76th Street	Complete
G4	N. Brighton Water Line	2032
G5	SKW Design & Construction Services	2032
G6	NE 58 th Street to Pleasant Valley Road	2023
H1	N Eastern Avenue: Intersection at Highway 291	Complete
H2	N Eastern: South of Kellybrook Elementary School approximately 2,000 linear feet	Complete
H3	N Eastern Avenue: 96th Street to 106th Street	Complete
H4	N Eastern: 108th to Highway 291	2032
I1	NE 108th: Smalley to Interstate 435	Complete
I2	NE 108th: Interstate 435 to Staley Road	Complete
J	Interstate 35/Highway 291 Intersection	2032
K1	NE 104 th : Highway 291 to A Highway	2021
K2	NE 104 th Street: ½ mile east of Highway 291 to Liberty/Kansas City city limits	2021
K3	NE 104 th Street: Liberty/Kansas City city limits to A Highway (KCMO share)	2021
K4	NE 104 th Street: Signal at Highway 291	2021
	Shoal Creek Parkway Study: 100th to Brighton Water Line	2021
L	Highway 152: Interstate 35 Interchange	2020
L1	Highway 152: Shoal Creek Parkway to Interstate 35	2022
L2	Highway 152: Traffic Control Study and Corridor Improvements between Shoal Creek Parkway and Interstate 35	2023
M1	Pleasant Valley Road: Intersection with Brighton	2023
M2	Pleasant Valley Road: Brighton to Searcy Creek	2032
N	Hodge Park Improvements	2021
O	Infrastructure improvements related to the construction of a fire station within the Redevelopment Area	2019

P	Trail segment along Shoal Creek Parkway, between N. Brighton and Pleasant Valley Road	2024
Q	N. Booth Avenue north of MO Highway 152 and MO Highway 152, beginning at a point 1,400 linear feet west of N. Booth Avenue and continuing to a point 1,960 linear feet east of N. Booth Avenue	2021
R	Public Detentions	2021
S	Public Utilities – Storm Water Sewer, Sanitary Sewers and a Water Main along MO Highway 152, beginning at a point 1,400 linear feet west of N. Booth Avenue and continuing to a point 1,960 linear feet east of N. Booth Avenue, and Dry Utilities	2021
T	Woodneath Library Improvements – Paving, Asphalt Trails, Walkways, Lighting, Bridge, Access Road, Utility Work, Design Work and Contingency	2022
U	NE 108 th Street: Traffic signal at 108 th and NE Cookingham Drive	2021
V	N. Sherman: Street lights between NE Cookingham Drive and NE 116 th Terrace	2022
W	Maplewoods Parkway: Shoal Creek Parkway to NE 112 th Street, including the construction of a water line	2022
X	Maplewoods Parkway: NE 112 th Street extending north to and including the intersection at NE Cookingham Drive	2026





The developers for the Plan are:

The City of Kansas City – Public Works

The City of Kansas City – Parks and Recreation

Star Acquisitions, Inc.

Mid-Continent Library

Hunt Midwest

Are the redevelopment projects making satisfactory progress under the proposed time schedule contained within the approved plan for completion of such projects?

All of the projects for which a redevelopment agreement has been executed have been and are being completed in accordance with the approved time schedule.



Legislation Text

File #: 250666

ORDINANCE NO. 250666

Sponsor: City Manager's Office

Determining that the River Market Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

WHEREAS, the River Market Tax Increment Financing Plan (the "Plan") was approved by the City Council on December 16, 1999, by Ordinance No. 991556; and

WHEREAS, Section 99.865.3 RSMo provides that five years after the establishment of a redevelopment plan and every five years thereafter, the Council shall hold a public hearing regarding those redevelopment plans and projects created pursuant to Sections 99.800 to 99.865 RSMo, to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects; and

WHEREAS, after proper notice, the Council has held such public hearing and received information on the progress of the Plan; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Council hereby determines that the River Market Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the projects therein.

..end

Approved as to form:

Emalea Kohler
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: [Click or tap here to enter TMP-#.](#)
Submitted Department/Preparer: City Manager's Office
Revised 6/10/24

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

Determining that the River Market Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

Discussion

The Plan provides for project improvements in the Redevelopment Area that are targeted toward support of the Town of Kansas Archaeological park, as well as other area-wide improvements including infrastructure and streetscape, improvements, maximization of access to the area and view corridors, green spaces, transportation and access linkages and other neighborhood enhancements, together with parking, and all necessary utilities and street improvements to serve the area.

TIF Projects Approved	Total Costs	Reimbursable Costs	Project Status
Project 11 (Riverview Central Office and Garage)			Released in 2012
Project 16 (4 th and Locust)	\$3.1 million	\$760,000	Completed in 2005
Project 17 (First & Main)	\$9.6 million	\$3.6 million	Completed in 2008
Second Street Corridor Improvements	\$2.9 million	\$2.9 million	Completed in 2009
River Market CID improvements	\$825,000	\$825,000	Completed in 2024

Fiscal Impact

1. Is this legislation included in the adopted budget? ☐ Yes ☒ No
2. What is the funding source?
Tax Increment Financing and Private 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.
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 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):
 - ☒ 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

River Market		JaCo #43	KC		
	Plan Approval			991556	12/16/99
River Market	1st Amendment			011388	10/4/01
	2nd				
River Market	Amendment			021189	10/1/02
River Market	3rd Amendment			040774	7/15/04
River Market	4th Amendment			040992	9/16/04
River Market	5th Amendment			050495	5/19/05
River Market	6th Amendment			051117	9/15/05
River Market	7th Amendment			070118	2/8/07
River Market	8th Amendment			110270	4/21/11
	9th Amendment				
River Market	Revised			110783	10/13/11
	10th				
River Market	Amendment				
River Market	Project 1			991557	12/16/99
River Market	Project 2			991558	11/30/00
River Market	Project 3			991559	11/29/01
River Market	Project 4			991560	12/12/02
River Market	Project 5			991561	12/3/09
River Market	Project 6			991562	12/3/09
River Market	Project 7			991563	12/3/09
River Market	Project 8			991564	12/12/02
River Market	Project 9			991565	12/3/09
River Market	Project 10			013389	12/3/09
River Market	Project 11			011390	
River Market	Project 11A			021190	
River Market	Project 11B			021191	
River Market	Project 12			011391	12/3/09
River Market	Project 13			011392	12/3/09
River Market	Project 14			011393	12/3/09
	Project 14				
River Market	revised legals			100825	10/21/10
River Market	Project 15			011394	12/3/09
River Market	Project 16			040993	12/15/05

N/A

Service Level Impacts

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

Other Impacts

1. What will be the potential health impacts to any affected groups?
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?
Acknowledging the continued sustainability of the TIF Plan/Projects.
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

This is just a progress report of an already approved Plan
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 is just a report of an already approved Plan

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

No(Press tab after selecting)

This is just a report on an already approved plan.

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

No(Press tab after selecting)

River Market TIF Plan

Five-Year Progress Report



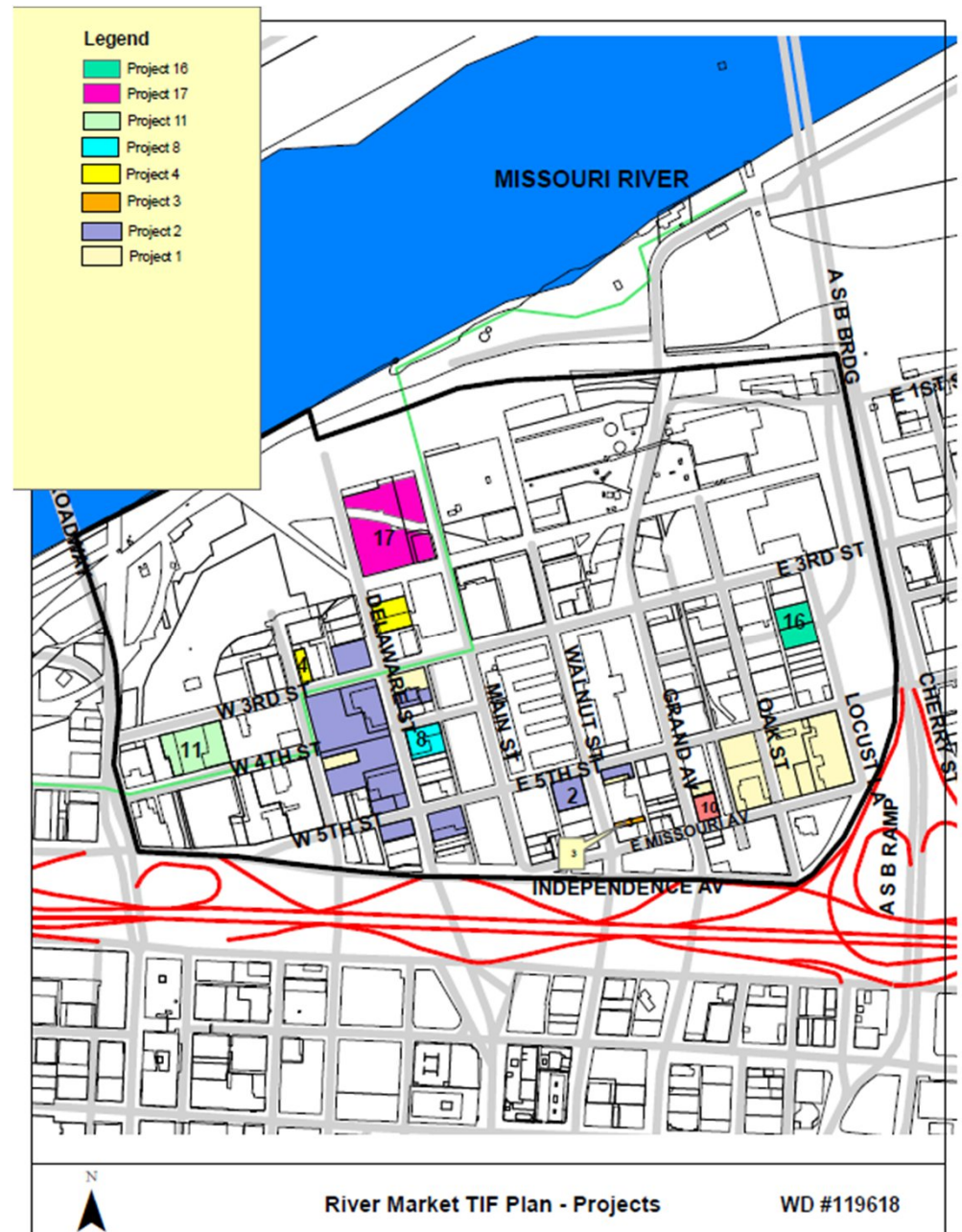
ECONOMIC DEVELOPMENT CORPORATION

River Market TIF Plan

- **Approved in 1999, amended 11 times**
- **The Plan provides for area-wide improvements including improvements to the Second Street Corridor, parking, and office space.**
- **Financing: Pay-As-You-Go and City Bonds**

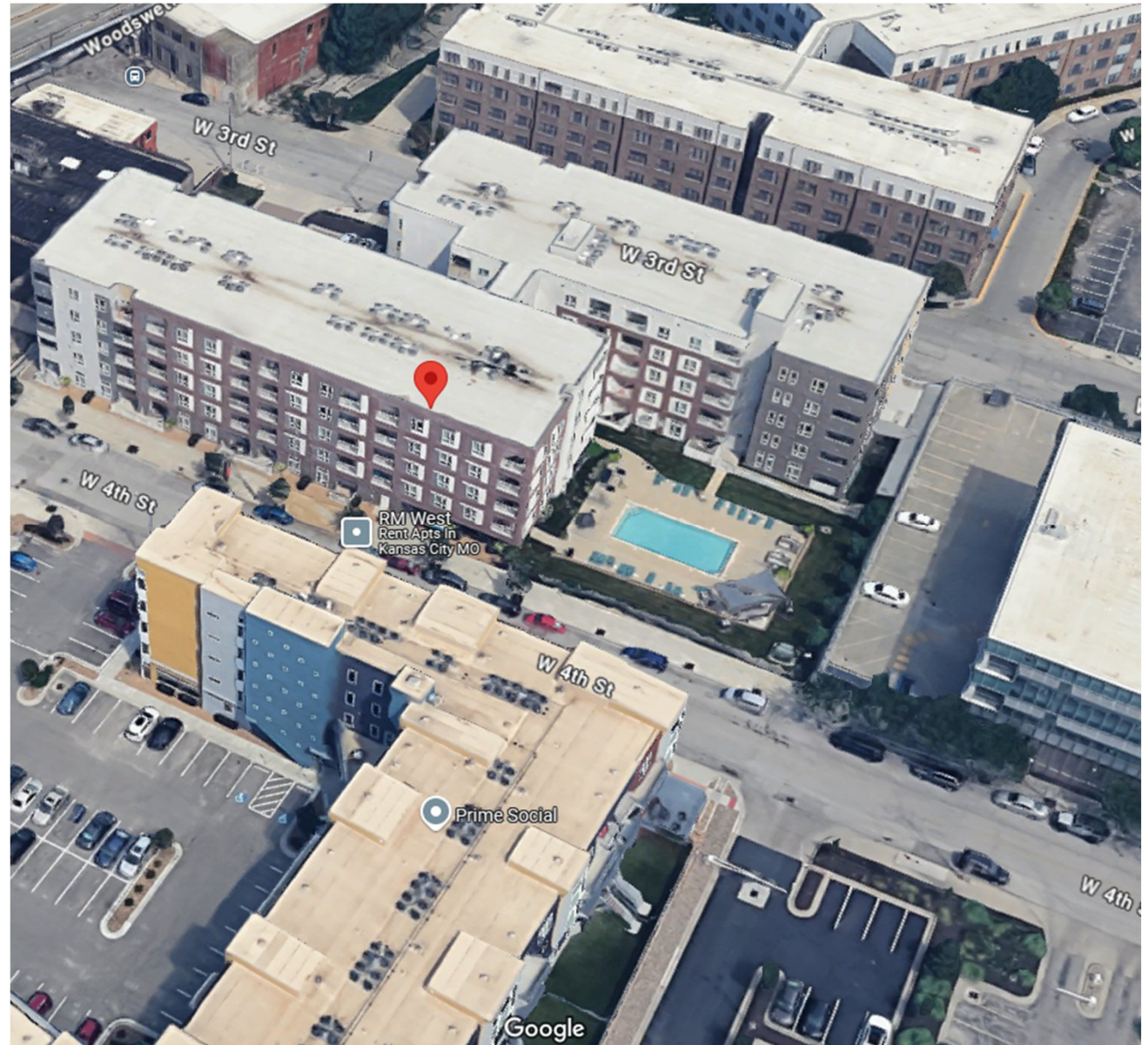
River Market TIF Plan Area

Missouri River
on the north, I-
70/I-35 on the
south,
Broadway
Boulevard/Brid
ge on the west
and the Heart
of America
Bridge/Hwy 9
on the east



TIF Projects Approved	Total Costs	Reimbursable Costs	Project Status
Project 11 (Riverview Central Office and Garage)			Released in 2012
Project 16 (4 th and Locust)	\$3.1 million	\$760,000	Completed in 2005
Project 17 (First & Main)	\$9.6 million	\$3.6 million	Completed in 2008
Second Street Corridor Improvements	\$2.9 million	\$2.9 million	Completed in 2009
River Market CID improvements	\$825,000	\$825,000	Completed in 2024

Riverview Central – Project 11



4th & Locust



1st and Main



Second Street



River Market CID Improvements

Independence Ave & Wyandotte Street – Curb Replacement w/ADA





Third & Walnut Streets – Sidewalk Replacement w/ADA



Are the redevelopment projects making satisfactory progress under the proposed time schedule contained within the approved plan for completion of such projects?

Yes, all of the projects for which redevelopment agreements have been executed and were completed in accordance with the approved time schedule.



Legislation Text

File #: 250667

ORDINANCE NO. 250667

Sponsor: City Manager's Office

Determining that the Blue Ridge Mall Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

WHEREAS, the Blue Ridge Mall Tax Increment Financing Plan (the "Plan") was approved by the City Council on February 24, 2005, by Ordinance No. 041238; and

WHEREAS, Section 99.865.3 RSMo provides that five years after the establishment of a redevelopment plan and every five years thereafter, the Council shall hold a public hearing regarding those redevelopment plans and projects created pursuant to Sections 99.800 to 99.865 RSMo, to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects; and

WHEREAS, after proper notice, the Council has held such public hearing and received information on the progress of the Plan; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Council hereby determines that the Blue Ridge Mall Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the projects therein.

..end

Approved as to form:

Emalea Kohler
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: [Click or tap here to enter TMP-#.](#)

Submitted Department/Preparer: City Manager's Office

Revised 6/10/24

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

Determining that the Blue Ridge Mall Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

Discussion

Redevelopment Project Areas **1, 2, & 3**

Total Redevelopment Project Costs
\$79,279,458

Total Costs Reimbursed
\$37,572,200

All Projects were completed by 2020

TIF Plan Expires in 2028

Fiscal Impact

1. Is this legislation included in the adopted budget? ☐ Yes ☒ No
2. What is the funding source?
Tax Increment Financing and Private 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.

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. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. This fund has a structural imbalance. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Account string has been verified/confirmed. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> 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):
 - ☒ 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

Blue Ridge Mall	Plan Approval	JaCo	Raytown	041238	2/24/05
Blue Ridge Mall	1st Amendment			190521	7/11/19
Blue Ridge Mall	2nd Amendment			190802	10/3/19
	Request from Council to Amend Plan				
Blue Ridge Mall				050171	2/24/05
	School District Tax Rev				
Blue Ridge Mall	Distrib.Agreement			050226	2/24/05
Blue Ridge Mall	Amend Ordinance			140554	7/31/14
	041238 - Repeal Section 3 (revised legal description)				
Blue Ridge Mall	Project 1			050258	10/26/06
Blue Ridge Mall	Project 2			050259	10/26/06
Blue Ridge Mall	Project 3			050260	12/9/10
Blue Ridge Mall	Project 4			050261	12/9/10
Blue Ridge Mall	Project 5			050262	12/9/10
Blue Ridge Mall	Project 6			050263	12/9/10

Service Level Impacts

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

Other Impacts

1. What will be the potential health impacts to any affected groups?
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?
Acknowledging the continued sustainability of the TIF Plan/Projects
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

This is just a report on an already approved Plan

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 is just a report on an already approved Plan

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

No(Press tab after selecting)

This is just a report on an already approved Plan

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

No(Press tab after selecting)

Blue Ridge Mall TIF Plan

Five-Year Progress Report



ECONOMIC DEVELOPMENT CORPORATION

Blue Ridge Mall TIF Plan

- Approved in 2005, amended two times
- The Plan provides for the demolition of an existing aging shopping center and the associated parking garages, the construction of 469,306 sq. ft. of retail/restaurant and institutional uses.
- Financing: Pay-As-You-Go and TIF Bonds

Blue Ridge Mall TIF Plan Area

- The area includes the Blue Ridge Mall, surrounding parking and unimproved real property, adjacent thereto, generally consisting of approx. 63 acres extending from Blue Ridge Blvd west of Sterling Ave., and from 43rd St north to the City limit of Kansas City, Jackson County, Missouri



Blue Ridge Mall TIF Plan

Redevelopment Project Areas	1, 2, & 3
Total Redevelopment Project Costs	\$79,279,458
Total Costs Reimbursed	\$37,572,200
All Projects were completed by 2020	

TIF Plan Expires in 2028

Blue Ridge Mall TIF



Blue Ridge Mall



Blue Ridge Mall TIF



Blue Ridge Mall TIF



Are the redevelopment projects making satisfactory progress under the proposed time schedule contained within the approved plan for completion of such projects?

Yes, all of the projects for which redevelopment agreements have been executed were completed in accordance with the approved time schedule.



Legislation Text

File #: 250673

ORDINANCE NO. 250673

Sponsor: Mayor Quinton Lucas and Councilmember Wes Rogers

Amending Chapter 64, Article V, by adding new subsections to Sections 64-168, 64-170, and 64-171 of the Code of Ordinances for the purpose of establishing a temporary moratorium on annual permit fees for sidewalk cafes, parklets, and street cafes; and directing the City Manager to provide an annual report to the Council related to the program.

WHEREAS, the City of Kansas City recognizes the vital contribution of small businesses - particularly in the food and beverage sector - to the city's economic strength, neighborhood character, and cultural diversity; and

WHEREAS, access to outdoor dining spaces is essential for many restaurants seeking to expand their operations, improve customer experience, and increase revenue; and

WHEREAS, the current combined annual permit fees for Street Cafés, Sidewalk Cafés, and Parklets, totaling eight hundred fifty dollars (\$850.00), can present a financial barrier for small businesses, particularly those in historically under-resourced or lower-income districts; and

WHEREAS, the City has successfully funded two rounds of the Outdoor Dining Enhancements grant program, investing \$300,000.00 and supporting 32 restaurants citywide, demonstrating both the need for and benefit of expanded outdoor dining options; and

WHEREAS, this temporary fee elimination is consistent with the City's economic development goals and represents a targeted investment in small business recovery and growth that will generate increased economic activity and tax revenue; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. Chapter 64, Article V, is hereby amended by repealing Section 64-168 and enacting in lieu thereof a new section of like number and subject matter, to read as follows:

Sec. 64-168. Sidewalk café permit.

(a) *Permit authorized.* Unless otherwise authorized under the Code of Ordinances, no person shall place tables or chairs or any other device for the sale or consumption of food or beverage upon any public sidewalk or footway without first obtaining an annual sidewalk café

permit. The director is authorized to issue annual sidewalk café permits for the limited purpose of temporarily placing tables and chairs for customers in connection with the sale and consumption of food and beverages in or upon any public sidewalk or footway only if all of the following conditions are met:

- (1) A sidewalk café permit can only be issued for areas in the city zoned for business and for sidewalks that will allow a clear unobstructed passage not less than five feet in width following the placement of the tables and chairs.
- (2) A sidewalk café permit may only be issued for a business that has a nonalcohol city business license or a conventions and tourism food certificate for the sale and consumption of food and beverages on the premises, provided that the permit may be issued only if such business is located immediately in front of the sidewalk and the permit shall not be issued for another business, if any, located in the same building.
- (3) A sidewalk café permit issued under this article may not be assigned.
- (4) The sidewalk café permit shall specify the location of the permit area by address.
- (5) The applicant for a sidewalk café permit obtains approval from the board of parks and recreation commissioners if the sidewalk is on a parkway or boulevard under the jurisdiction of that board.
- (6) The applicant for a sidewalk café permit meets all of the other permit requirements contained in the Code of Ordinances, including but not limited to the requirements of chapter 10 of the Code, if applicable and as required.

Exception: If the applicant for a sidewalk café permit holds both a license as a restaurant-bar under chapter 10 of the Code and a sidewalk café permit for the location, and wishes to apply for a license as a restaurant-bar in the sidewalk café, requirements of section 10-214 shall not apply.

- (7) The individual or business applying for a sidewalk café permit shall mail written notification of an application for a license under this section to either the registered property owner or tenant of a property wholly within or intersected by a radius of 250 feet from the property owner or business requesting the sidewalk café permit. The notification shall be in a form prescribed by the director, include a 30-day feedback period, and shall invite objections from recipients of the notification. Any objections must be submitted in writing to the director within 30 calendar days of the permit applicant's notification being sent out. The director shall take any such objections into account when determining whether to issue a sidewalk café permit. The individual or business must provide certified

mail receipts of the notification via the city's permitting system prior to receiving a street café permit.

(b) *Status of permit.* A sidewalk café permit is a privilege and not a right, and the city shall at all times have the right to restrict the scope, time and manner of the placement of tables and chairs on the sidewalk at any time and for any reason by ordinance or regulation of the director.

(c) *Application for sidewalk café permits.*

- (1) All applications for a sidewalk café permit shall be filed with the director in a form approved by the director.
- (2) As a condition for the issuance of a sidewalk café permit, the applicant shall furnish to the director an indemnity agreement in the form approved by the director binding the applicant to defend, indemnify, and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the operations of the applicant caused in whole or in part by the applicant, its employees, agents, or subcontractors, customers or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of city, its agencies, officials, officers, or employees.
- (3) As a condition for the issuance of a sidewalk café permit, the applicant shall furnish the city a certificate of insurance from a company approved by the director of finance evidencing that the applicant has a comprehensive general liability and property damage policy meeting the following conditions:
 - a. Liability insurance with either a combined single-limit policy of not less than \$2,000,000.00, or a split-limit policy of \$300,000.00/\$300,000.00 bodily injury and \$100,000.00 property damage.
 - b. The city shall be added as an additional insured to such policy by separate endorsement.
 - c. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of the policy at least ten days prior thereto.

The applicant's failure to obtain or maintain the required insurance in effect for the duration of the permit shall immediately render the permit void. Notwithstanding the foregoing, the applicant shall remain obligated to indemnify and hold harmless the city and any of its agencies, officials, officers, or employees to the full extent required by the indemnity agreement required by this section.

(d) *Conduct of sidewalk café permit holder.* A person holding a sidewalk café permit (permittee) shall comply with all of the following conditions in connection with the placement of tables and chairs on a sidewalk:

- (1) Sidewalk cafés must at all times adhere to the city's design standards which shall be provided by the director upon request. If design standards are amended, the director shall have discretion to decide whether an existing sidewalk café must be updated to conform with the new standards.
- (2) Sidewalk café permits shall be conspicuously displayed at all times at the business for the permit area and shall be available for inspection by the director, other city employees, and the public. Sidewalk cafés may only be open during the times that the business operating the street café is open.
- (3) No street or alley shall be blocked by tables and chairs placed pursuant to a sidewalk café permit issued under this section.
- (4) The permittee shall comply with all applicable laws, including the Americans with Disabilities Act.
- (5) Tables and chairs shall be securely placed so that they will not endanger the public, or fall or protrude into any street or alley.
- (6) Tables and chairs shall not be placed in a manner that creates or causes a nuisance, a fire hazard, or interferes with ingress to or from any building.
- (7) Only tables and chairs for customer use may be placed and allowed to remain within the permit area. The permit area may not be used for the storage of other items.
- (8) Tables and chairs shall only be placed in front of the business holding a sidewalk café permit and shall not extend to sidewalks abutting and adjacent to other properties. Notwithstanding the foregoing, the tables and chairs may be placed in front of a property immediately abutting and immediately adjacent to the business holding the sidewalk café permit if the owner of record of the affected property consents in writing in a form approved by the director; a property shall not be deemed to be immediately abutting and immediately adjacent if separated from the business holding the sidewalk café permit by a street or alley.
- (9) The tables and chairs shall not be placed in the street.
- (10) The permittee shall not be permitted to use or operate any public address system, or amplified music before 9:00 a.m. and after 10:00 p.m. At all times, the permittee shall operate the sidewalk café in a manner consistent with the indoor noise decibel restrictions of section 46-4 of the Code of Ordinances unless the permittee obtains a permit which otherwise allows for higher decibel levels.

- (11) Tables and chairs for customers shall be placed no less than five feet back from the front of the curb of the abutting street, or other appurtenances.

(e) *Renewal.* Sidewalk café permits shall be granted on an annual basis. All sidewalk café permits may be renewed upon request by the permittee and upon approval by the director 30 days prior to the expiration of the permit. The term for the renewal shall also be one year. Upon a request for renewal, the permittee shall demonstrate that they have adhered to the provisions of this section. The director may inspect the sidewalk café at any time.

(f) *Fees.* The director shall have the authority to set fees to defray the various costs incurred by the city in establishing and regulating sidewalk cafés. Those fees shall include an application fee and an annual license fee. The fees shall be determined annually by the director, and shall be made available to any permittee seeking to establish a sidewalk café. The fees shall be based on the costs of administering sidewalk café permits. In situations where building capacity is decreased due to a city proclamation of emergency, or if it is otherwise in the best interests of the city, the director is authorized to issue temporary street café permits and may waive any fees or other requirements otherwise necessary to receive a sidewalk café permit.

(1) *Annual Fee Moratorium.* Notwithstanding subsection (f) above, annual license fees for sidewalk café permits are suspended for a period of three (3) years from the effective date of this ordinance (September 1, 2025 – September 1, 2028). Application fees may still be charged during this moratorium period.

(g) *Revocation.* Any permit issued hereunder may be suspended or revoked for any reason that would justify a refusal to issue the permit originally or by reason of any failure by the permittee to comply with the provisions of this code, or any condition imposed by the director upon the issuance of the permit. The sidewalk café permit may also be suspended if the location of the sidewalk is necessary for city use, including for use by a utility with the right to access the city's right-of-way. Unless there is an emergency as defined by city ordinance or need for access from a utility utilizing city right-of-way, the permittee is entitled to a minimum of one week's advance notice of the city's intent to temporarily suspend, or a minimum of 30 days' advance notice to revoke a sidewalk café permit. The cost of removing the sidewalk café will be borne solely by the permittee. Should the permittee fail to remove the sidewalk café, the director may remove the sidewalk café and assess cost of the removal to the permittee.

(h) *Penalties.* A permittee operating a sidewalk café who violates or fails to comply with any of the provisions of this section shall be subject to a fine of triple the amount of the application fee for every day of noncompliance.

Section 2. Chapter 64, Article V, is hereby amended by repealing Section 64-170 and enacting in lieu thereof a new section of like number and subject matter, to read as follows:

Sec. 64-170. Parklet permit.

(a) *Definition.* A parklet is defined as an outdoor facility located within city right-of-way—either within the sidewalk, on-street parking areas, or other unutilized spaces within the public right-of-way—which is permitted by the city to be managed by the adjacent property owner as public space.

(b) *Parklet permit established.* The director of public works is authorized to issue annual parklet permits for the purpose of creating public gathering spaces. The director shall have authority to establish reasonable regulations for the issuance, use, revocation, and denial of parklet permits. Upon issuance of a parklet permit, permittees shall perform all obligations, duties and responsibilities as set forth by the director. Issuance of a parklet permit is a privilege and not a right, and the director shall have the right to modify the scope, time and manner of the parklet permit for any reason. The director of public works may seek the opinion of other city officials in review of a parklet permit application.

When the applicant for a parklet permit requests a parklet permit adjacent to or within a parkway or boulevard, the applicant must obtain approval from the board of parks and recreation commissioners. In such circumstances, any authority delegated within this section to the director of public works shall instead be delegated to the director of parks and recreation.

(c) *Permit conditions.* A parklet permit may be issued only if all of the following conditions are met:

- (1) A parklet permit may be issued to any individual, business or organization for an area within city right-of-way—either within the sidewalk, on-street parking areas, or other unutilized spaces within the public right-of-way upon request by the owner or tenant of property adjacent to the parklet.
- (2) A parklet permit may be issued in any area in the city in which the adjacent street or roadway has a posted speed limit not in excess of 30 miles per hour.
- (3) A parklet may not be located within parking spaces designated for the exclusive use of vehicles which display a distinguishing license plate or placard issued to physically disabled or handicapped persons.
- (4) The applicant for a parklet permit meets all applicable requirements contained within the city's Code of Ordinances.
- (5) The individual or business applying for a parklet permit shall mail written notification of an application for a license under this section to either the registered property owner or tenant of a property wholly within or intersected by a radius of 250 feet from the property owner or business requesting the parklet permit. The notification shall be in a form prescribed by the director, include a 30-day feedback period, and shall invite objections from recipients of the notification. Any objections must be submitted in writing to the director within 30 calendar days of the permit applicant's notification being sent out. The director shall take any such objections into account when determining whether to issue a

parklet permit. The individual or business must provide certified mail receipts of the notification via the city's permitting system prior to receiving a parklet permit.

(d) *Application for parklet permits.*

(1) All applications for a parklet permit shall be filed with the director of public works in a form approved by the director. Parklet permits may not be transferred or assigned. All applications shall include the following:

- a. An indemnity agreement in the form approved by the director binding the applicant to defend, indemnify, and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the operations of the applicant caused in whole or in part by the applicant, its employees, agents, or subcontractors, customers or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of city, its agencies, officials, officers, or employees. The permittee shall specifically indemnify and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the city's snow removal operations.
- b. A certificate of insurance from a company approved by the director of finance evidencing that the applicant has a comprehensive general liability and property damage policy meeting the following conditions:
 - i. Liability insurance with either a combined single-limit policy of not less than \$2,000,000.00, or a split-limit policy of \$300,000.00/\$300,000.00 bodily injury and \$100,000.00 property damage.
 - ii. The city shall be added as an additional insured to such policy by separate endorsement.
 - iii. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of the policy at least ten days prior thereto.

The applicant's failure to obtain or maintain the required insurance in effect for the duration of the permit shall immediately render the permit void. Notwithstanding the foregoing, the applicant shall remain obligated to indemnify and hold harmless the city and any of its agencies, officials, officers, or employees to the full extent required by the indemnity agreement required by this section.

- c. A design of the parklet which adheres to the city's design standards shall be provided by the director of public works to any permittee seeking to establish a parklet. The applicant shall include a layout, drawn to scale, which accurately depicts the dimensions of the existing area to be utilized as a parklet and adjacent private property, the proposed location of the parklet, size and number of tables, chairs, steps, planters, and umbrellas, location of doorways, trees, existing parking meters, sidewalk benches, trash receptacles, light poles, and any other sidewalk obstructions, either existing or proposed, within the pedestrian area. This layout shall be submitted on eight and one-half-inch by eleven-inch paper, suitable for reproduction. Also, photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, weighted umbrellas, free-standing barriers or other objects to be used in the parklet.

(e) *Conduct of parklet permit holder.* Parklet permittees shall comply with all of the following conditions:

- (1) Parklets must at all times adhere to the city's design standards which shall be provided by the director upon request. If the city's design standards are amended, the director shall have discretion to decide whether an existing parklet must be updated to conform with the new standards.
- (2) The permittee shall properly supervise and maintain the parklet in a clean, orderly, and safe condition and in such a manner as to protect the public health and safety. The permittee shall prevent the accumulation, blowing and scattering of trash, garbage, or any other such debris caused by use of the parklet and shall maintain its own trash containers upon the parklet for disposal of any debris. All tables, chairs, umbrellas, and any other furnishings utilized in the parklet shall be maintained with a clean and attractive appearance and shall be in good repair at all times.
- (3) Parklet permits shall be conspicuously displayed at all times at the business for the permit area and shall be available for inspection by the director of public works, other city employees, and the public. Parklets may only be open during the times that the business operating the street café is open.
- (4) Parklets must remain publicly accessible and must include signage posted on-site to this effect, stating hours reserved for public use.
- (5) Permittee shall ensure that the parklet and its furnishings in no way interfere with pedestrian, bicycle, or automobile traffic within the sidewalk, street, or bicycle facilities including the parking of vehicles in adjacent parking spaces.
- (6) No smoking shall be allowed in the parklet. Alcohol shall not be consumed within the parklet without proper licensure.

- (7) Permittee shall not erect, attach, or affix any permanent fixture upon the public right-of-way, even within the parklet.
- (8) No furnishings or any parts of the parklet shall be attached, chained, or in any manner affixed to any tree, post, signs, sidewalk, streetlight, fire hydrant, or other public fixture within or near the parklet.
- (9) The permittee shall not be permitted to use or operate any public address system, or amplified music before 9:00 a.m. and after 10:00 p.m. At all times, the permittee shall operate the parklet in a manner consistent with the indoor noise decibel restrictions of section 46-4 of the Code of Ordinances unless the permittee obtains a permit which otherwise allows for higher decibel levels.
- (10) The permittee shall comply with all applicable laws, including the Americans with Disabilities Act.
- (11) The parklet permit may not be used for the storage of any items other than seating, furnishing, landscaping, signs, or lighting.
- (12) The parklet shall not extend to public right-of-way abutting and adjacent to other properties. Notwithstanding the foregoing, the parklet may extend in front of a property immediately abutting and immediately adjacent to the business holding the parklet permit if the owner of record of the affected property consents in writing in a form approved by the director of public works; a property shall not be deemed to be immediately abutting and immediately adjacent if separated from the business holding the parklet permit by a street or alley.

(f) *Renewal*, Parklet permits shall be granted on an annual basis. All parklet permits may be renewed upon request by the permittee and upon approval by the director 30 days' prior to the expiration of the permit. The term for renewal shall also be one year. Upon a request for renewal, the permittee shall demonstrate that they have adhered to the provisions of this section. The director may inspect the parklet at any time.

(g) *Fees*. The director shall have the authority to set fees to defray the various costs incurred by the city in establishing and regulating parklets. Those fees shall include an application fee and an annual renewal fee. The fees shall be determined annually by the director, and shall be made available to any permittee seeking to establish a parklet. The fees shall be based on the costs of administering parklet permits. In situations where building capacity is decreased due to a city proclamation of emergency, or if it is otherwise in the best interests of the city, the director is authorized to issue temporary parklet permits and may waive any fees or other requirements otherwise necessary to receive a parklet permit.

(1) *Annual Fee Moratorium*. Notwithstanding subsection (g) above, annual license fees for parklet permits are suspended for a period of three (3) years from the

effective date of this ordinance (September 1, 2025 – September 1, 2028).
Application fees may still be charged during this moratorium period.

(h) *Revocation.* Any permit issued hereunder may be suspended or revoked for any reason that would justify a refusal to issue the permit originally or by reason of any failure by the permittee to comply with the provisions of this code, or any condition imposed by the director upon the issuance of the permit. The parklet permit may also be suspended if the location of the parklet is necessary for city use, including for use by a utility with the right to access the city's right-of-way. Unless there is an emergency which threatens the health and safety of city residents and visitors or a need for access from a utility utilizing city right-of-way, the permittee is entitled to a minimum of one week's advance notice of the city's intent to temporarily suspend, or a minimum of 30 days' advance notice to revoke a parklet permit. No advance warning is required in the case of an emergency which threatens the health and safety of city residents and visitors or a need for access from a utility. The cost of removing the parklet will be borne solely by the permittee. Should the permittee fail to remove the parklet within the timeframes outlined above, the director of public works may remove the parklet and assess cost of the removal to the permittee.

(i) *Penalties.* A permittee operating a parklet who violates or fails to comply with any of the provisions of this section shall be subject to a fine of triple the amount of the application fee for every day of noncompliance.

Section 3. Chapter 64, Article V, is hereby amended by repealing Section 64-171 and enacting in lieu thereof a new section of like number and subject matter, to read as follows:

Sec. 64-171. Street café permit.

(a) *Definition.* A street café is defined as an outdoor dining facility located within areas used for on-street parking which is permitted by the city to be utilized by the immediately adjacent property owner or tenant for outdoor dining as an extension of the owner's or tenant's operations.

(b) *Street café permit established.* The director of public works is authorized to issue annual street café permits for the limited purpose of placing tables and chairs for customers in connection with the sale and consumption of food and beverages in or upon any on-street parking spaces. The director shall have the authority to establish reasonable regulations for the issuance, use, revocation, and denial of street café permits. Upon issuance of a street café permit, permittees shall perform all obligations, duties and responsibilities as set forth by the director, issuance of a street café permit is a privilege and not a right, and the director shall have the right to modify the scope, time and manner of the street café permit for any reason. In situations where building capacity is decreased due to a city proclamation of emergency, or if it is otherwise in the best interests of the city, the director is authorized to issue temporary street café permits and may waive any fees or other requirements otherwise necessary to receive a street café permit.

When the applicant for a street café permit requests a street café permit adjacent to a parkway or boulevard, the applicant must obtain approval from the board of parks and recreation

commissioners. In such circumstances, any authority delegated within this section to the director of public works shall instead be delegated to the director of parks and recreation.

(c) *Permit conditions.* A street café permit may be issued only if all of the following conditions are met:

- (1) A street café permit may be issued to any individual, business or organization within on-street parking areas or other unutilized spaces within the public right-of-way immediately adjacent to property owned or leased by the individual, business or organization.
- (2) A street café permit may be issued adjacent to streets or roadways which have a posted speed limit not in excess of 30 miles per hour.
- (3) A street café permit can only be issued for areas in the city zoned for business and which allow a clear unobstructed passage not less than five feet in width within the street café following the placement of the tables and chairs in the street café.
- (4) A street café permit may only be issued for a business that has a nonalcohol city business license or a conventions and tourism food certificate for the sale and consumption of food and beverages on the premises provided that the permit may be issued only if such business is located immediately in front of the business and the permit shall not be issued for another business, if any, located in the same building.
- (5) A street café permit may not be located within parking spaces designated for the exclusive use of vehicles which display a distinguishing license plate or placard issued to physically disabled or handicapped persons.
- (6) The individual or business applying for a street café permit shall mail written notification of an application for a license under this section to either the registered property owner or tenant of a property wholly within or intersected by a radius of 250 feet from the property owner or business requesting the street café permit. The notification shall be in a form prescribed by the director, include a 30-day feedback period, and shall invite objections from recipients of the notification. Any objections must be submitted in writing to the director within 30 calendar days of the permit applicant's notification being sent out. The director shall take any such objections into account when determining whether to issue a street café permit. The individual or business must provide certified mail receipts of the notification via the city's permitting system prior to receiving a street café permit.

(d) *Application for street café permits.*

- (1) All applications for a street café permit shall be filed with the director of public works in a form approved by the director. Street café permits may not be

transferred or assigned. All applications for a street café permit shall include the following:

- a. An indemnity agreement in the form approved by the director binding the applicant to defend, indemnify, and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the operations of the applicant caused in whole or in part by the applicant, its employees, agents, or subcontractors, customers or caused by others for whom the applicant is liable, regardless of whether caused in part by any act or omission of city, its agencies, officials, officers, or employees. The permittee shall specifically indemnify and hold harmless the city and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from the city's snow removal operations.
- b. A certificate of insurance from a company approved by the director of finance evidencing that the applicant has a comprehensive general liability and property damage policy meeting the following conditions:
 1. Liability insurance with either a combined single-limit policy of not less than \$2,000,000.00, or a split-limit policy of \$300,000.00/\$300,000.00 bodily injury and \$100,000.00 property damage.
 2. The city shall be added as an additional insured to such policy by separate endorsement.
 3. The policy shall contain a separate endorsement requiring the insurance company to notify the city in writing of any change in or cancellation of the policy at least ten days prior thereto.

The applicant's failure to obtain or maintain the required insurance in effect for the duration of the permit shall immediately render the permit void. Notwithstanding the foregoing, the applicant shall remain obligated to indemnify and hold harmless the city and any of its agencies, officials, officers, or employees to the full extent required by the indemnity agreement required by this section.

- c. A design of the street café which adheres to design guidelines provided by the director of public works which shall be available to any permittee seeking to establish a street café. The applicant shall include a layout, drawn to scale, which accurately depicts the dimensions of the existing area to be utilized as a street café and adjacent private property, the proposed location of the street café, size and number of tables, chairs,

steps, planters, and umbrellas, location of doorways, trees, existing parking meters, sidewalk benches, trash receptacles, light poles, and any other sidewalk obstructions, either existing or proposed, within the pedestrian area. This layout shall be submitted on 8½-inch by 11-inch paper, suitable for reproduction. Also, photographs, drawings, or manufacturer's brochures fully describing the appearance and dimensions of all proposed tables, chairs, weighted umbrellas, freestanding barriers or other objects to be used in the street café.

(e) *Conduct of street café permit holder.* Street café permittees shall comply with all of the following conditions;

- (1) Street cafés must at all times adhere to the city's parklet and street café design standards which shall be provided by the director upon request. If the city's design standards are amended, the director shall have discretion to decide whether an existing street café must be updated to conform with the new standards.
- (2) The permittee shall properly supervise and maintain the street café in a clean, orderly, and safe condition and in such a manner as to protect the public health and safety. The permittee shall prevent the accumulation, blowing, and scattering, of trash, garbage, or any other such debris caused by use of the street café and shall maintain its own trash containers upon the street café for disposal of any debris. All tables, chairs, umbrellas, and any other objects utilized in the street café shall be maintained with a clean and attractive appearance and shall be in good repair at all times. Street cafés may only be open during the times that the business operating the street café is open.
- (3) Street café permits shall be conspicuously displayed at all times at the business for the permit area and shall be available for inspection by the director of public works, other city employees, and the public.
- (4) The permittee shall designate with signage the hours during which the street café is to be operated. At all other times, the street café shall be made available for public use.
- (5) Permittee shall ensure the street café and its furnishings in no way interfere with pedestrian, bicycle, or automobile traffic within the sidewalk, street, or bicycle facilities including the parking of vehicles in adjacent parking spaces.
- (6) No smoking shall be allowed in the street café. Alcohol or liquor shall not be consumed within the street café without proper licensure. The hours of outdoor liquor sales shall be allowed as authorized in chapter 10 of the Code.
- (7) Permittee shall not erect, attach, or affix any permanent fixture upon the public right-of-way, even within the street café.

- (8) No furnishings or any parts of the street café shall be attached, chained, or in any manner affixed to any tree, post, signs, sidewalk, streetlight, fire hydrant, or other public fixture within or near the street café.
- (9) The permittee shall not be permitted to use or operate any public address system, or amplified music before 9:00 a.m. and after 10:00 p.m. At all times, the permittee shall operate the street café in a manner consistent with the indoor noise decibel restrictions of Section 46-4 of the Code of Ordinances unless the permittee obtains a permit which otherwise allows for higher decibel levels.
- (10) The permittee shall comply with all applicable laws, including the Americans with Disabilities Act.
- (11) The permit area may not be used for the storage of any items other than seating, landscaping, signs, or lighting.
- (12) The street café and any furnishings shall only be placed in front of the business holding a street café permit and shall not extend to public right-of-way abutting and adjacent to other properties. Notwithstanding the foregoing, the street café and its furnishings may be placed in front of a property immediately abutting and immediately adjacent to the business holding the street café permit if the owner of record of the affected property consents in writing in a form approved by the director of public works; a property shall not be deemed to be immediately abutting and immediately adjacent if separated from the business holding the street café permit by a street or alley.

(f) *Renewal.* Street café permits shall be granted on an annual basis. All street café permits may be renewed upon request by the permittee and upon approval by the director 30 days prior to the expiration of the permit. The term for the renewal shall also be one year. Upon a request for renewal, the permittee shall demonstrate that they have adhered to the provisions of this section as well as the city's design standards. The director may inspect the street café at any time.

(g) *Fees.* The director shall have the authority to set fees to defray the various costs incurred by the city in establishing and regulating street cafés, including loss of value to the city in utilizing such spaces for on-street parking. Those fees shall include an application fee and an annual license fee. The fees shall be determined annually by the director, and shall be made available to any permittee seeking to establish a street café. The fees shall be based on the costs of administering street cat permits. In situations where building capacity is decreased due to a city proclamation of emergency, or if it is otherwise in the best interests of the city, the director is authorized to issue temporary street café permits and may waive any fees or other requirements otherwise necessary to receive a street café permit.

(1) *Annual Fee Moratorium.* Notwithstanding subsection (g) above, annual license fees for street café permits are suspended for a period of three (3) years from the

effective date of this ordinance (September 1, 2025 – September 1, 2028).
Application fees may still be charged during this moratorium period.

(h) *Revocation.* Any permit issued hereunder may be suspended or revoked for any reason that would justify a refusal to issue the permit originally or by reason of any failure by the permittee to comply with the provisions of this code, or any condition imposed by the director upon the issuance of the permit. The street café permit may also be suspended if the location of the street café is necessary for city use, including for use by a utility with the right to access the city's right-of-way. Unless there is an emergency which threatens the health and safety of city residents and visitors or a need for access from a utility utilizing city right-of-way, the permittee is entitled to a minimum of one week's advance notice of the city's intent to temporarily suspend, or a minimum of 30 days' advance notice to revoke a street café permit. The cost of removing the street café will be borne solely by the permittee. No advance warning is required in the case of an emergency which threatens the health and safety of city residents and visitors or a need for access from a utility. Should the permittee fail to remove the street café, the director of public works may remove the street café and assess cost of the removal to the permittee.

(i) *Penalties.* A permittee operating a street café who violates or fails to comply with any of the provisions of this section shall be subject to a fine of triple the amount of the application fee for every day of noncompliance.

Section 4. All other provisions of Sections 64-168, 64-170, and 64-171 shall remain in full force and effect.

Section 5. That the City Manager shall report to the City Council annually during the three-year fee waiver period on:

- A. Program participation rates by Council District;
- B. Total number of permits issued under this moratorium;
- C. Economic impact assessment including estimated revenue generated by participating businesses;
- D. Any barriers to participation identified;
- E. Compliance rates and enforcement actions; and
- F. Recommended improvements or modifications to the policy.

The final report shall include recommendations regarding continuation, modification, or termination of the fee moratorium.

..end

Approved as to form:

Dustin E. Johnson
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 250673

Submitted Department/Preparer: Public Works

Revised 6/10/24

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 64, Article V, by adding new subsections to Sections 64-168, 64-170, and 64-171 of the Code of Ordinances for the purpose of establishing a temporary moratorium on annual permit fees for sidewalk cafes, parklets, and street cafes; and directing the City Manager to provide an annual report to the Council related to the program.

Discussion

The City of Kansas City recognizes the vital contribution of small businesses - particularly in the food and beverage sector - to the city's economic strength, neighborhood character, and cultural diversity. Access to outdoor dining spaces is essential for many restaurants seeking to expand their operations, improve customer experience, and increase revenue. The current combined annual permit fees for Street Cafés, Sidewalk Cafés, and Parklets, totaling eight hundred fifty dollars (\$850.00), can present a financial barrier for small businesses, particularly those in historically under-resourced or lower-income districts.

The City has successfully funded two rounds of the Outdoor Dining Enhancements grant program, investing \$300,000.00 and supporting 32 restaurants citywide, demonstrating both the need for and benefit of expanded outdoor dining options. This temporary fee elimination is consistent with the City's economic development goals and represents a targeted investment in small business recovery and growth that will generate increased economic activity and tax revenue.

Fiscal Impact

1. Is this legislation included in the adopted budget? ☐ Yes ☒ No
2. What is the funding source?
Street Maintenance Fund 2060-892080-455090 \$64,069.00

3. How does the legislation affect the current fiscal year?
The ordinance stops charging annual permit fees for sidewalk cafés, parklets, and street cafés beginning September 1, 2025
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
This legislation will stop the collection of permit fees for sidewalk cafes, parklets, and street cafés for for three 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)

Based on the last three years of revenue from Sidewalk Café permits there is an anticipated loss of an average of \$45,000 in revenue for the Street Maintenance Fund per year.

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

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

Service Level Impacts

Improve the experience for the resident via outdoor dining

Other Impacts

1. What will be the potential health impacts to any affected groups?
Promote improve quality of life
2. How have those groups been engaged and involved in the development of this ordinance?
Small businesses have been involved during the development of the Ordinance
3. How does this legislation contribute to a sustainable Kansas City?
Long term maintenance of this infrastructure could promote more walking and outdoor dining.
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 #: 250675

ORDINANCE NO. 250675

Sponsor: Mayor Quinton Lucas

Amending Chapter 2, Code of Ordinances, by repealing and reenacting Section 2-2024, Conflict of interest annual report, in order for the City to meet the requirements of Section 105.485.4 of the Missouri Revised Statutes, allowing the City to establish its own method of disclosing conflicts of interest; and directing the City Clerk to file a certified copy of this ordinance with the Missouri Ethics Commission within ten days of passage of this ordinance.

WHEREAS, Section 105.483(11) of the Missouri Revised Statutes provides that certain municipal officers and employees must file a financial interest statement with the Missouri Ethics Commission; and

WHEREAS, Section 105.485.4 of the Missouri Revised Statutes provides that certain political subdivisions may biennially adopt an ordinance by September 15th of the preceding year which establishes and makes public its own method of disclosing potential conflicts of interest and substantial interests, and therefore excludes its officers and employees from the statutory requirements for reporting such potential conflicts and interests; and

WHEREAS, the City Council now wishes to repeal and reenact Section 2-2024, Conflict of interest annual report, in order to comply with the requirements set forth in Section 105.485.4 RSMo.; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances of the City of Kansas City, Missouri, is hereby amended by repealing and reenacting Section 2-2024, Conflict of interest annual report, to read as follows:

Sec. 2-2024. Conflict of interest annual report.

(a) *Disclosure to Missouri Ethics Commission.* Members of the council, including the mayor, candidates for council and mayor, the city manager and assistants, the city clerk, the city auditor, the internal auditor, the commissioner of purchases and supplies, the city attorney, and the directors of all departments of the city, shall file with the city clerk and the state ethics commission the long form of the state ethics commission's personal financial disclosure statement completed in conformance with state law.

(b) *Disclosure to the supreme court.* Judges of the city municipal division of the circuit court shall file disclosure reports required of judges by the supreme court of the state and will not be required to duplicate filings with the state ethics commission or the city clerk.

(c) *Disclosure to the city clerk.* Members of all boards, commissions and other entities of the city or who receive substantial funding from the city or which make recommendations on the expenditure of public funds, except members and contractors who are required to file a personal financial disclosure statement under subsection (a) of this section, shall file an annual conflict of interest disclosure report on the form provided by the city clerk or equivalent form provided by the state ethics commission which shall provide the following information, before May 1 of each year:

- (1) Employers who are contractors and/or suppliers of the city, and from whom the appointee received income of \$10,000.00 or more during the period covered by the report;
- (2) Each sole proprietorship who are contractors and/or suppliers of the city, owned by appointee;
- (3) Each general partnership and joint venture who are contractors and/or suppliers of the city, and in which the appointee is a partner or participant;
- (4) Each closely-held corporation, limited partnership, or other closely held entity who are contractors and/or suppliers of the city, and in which the appointee owns ten percent or more of any class of the outstanding stock, units or other equity interests;
- (5) Each publicly-traded corporation, limited partnership or other publicly-traded entity who is a contractor and/or supplier of the city, and which is listed on a regulated stock exchange or automated quotation system in which the appointee owns two percent or more of any class of outstanding stock, units or other equity interests;
- (6) Miscellaneous income of \$9,999.99 or more from any single source who are contractors and/or suppliers to the city, and not otherwise included in the report;
- (7) Each corporation or other entity who is a contractor and/or supplier to the city, and in which the appointee served as a director, officer or receivers;
- (8) Each not-for-profit corporation, association, organization or union in which the appointee served as an officer, director, employee or trustee, except church, fraternal or service organizations where no pay was received; and
- (9) Spouse and children who were employed by the city, and what department they worked for;

- (10) Real property owned and/or managed in whole or in part by member, spouse or dependent children within corporate boundaries.

(d) *Boards, commissions and other entities defined.* Members of boards, commissions and other entities receiving substantial funding by the city or which make recommendations on the expenditure of public funds required to file annual financial disclosure reports with the city clerk shall include those persons who are members of the following boards and commissions:

- (1) American Jazz Museum;
- (2) Board of trustees of city trusts - all members file;
- (3) Board of zoning adjustment;
- (4) Brownfields commission;
- (5) Building and fire code board of appeals;
- (6) Employees retirement system board of trustees;
- (7) Central city economic development sales tax board;
- (8) City market oversight committee;
- (9) City plan commission;
- (10) Construction workforce board;
- (11) Convention management advisory authority;
- (12) Downtown economic stimulus authority;
- (13) Economic development corporation;
- (14) Emerging technology board;
- (15) Enhanced enterprise zone board;
- (16) Environmental management commission;
- (17) Fairness in construction board;
- (18) Firefighters pension system board of trustees;
- (19) Health commission;

- (20) Healthcare system board of trustees;
- (21) Historic preservation commission;
- (22) Housing authority - only mayoral appointees;
- (23) Housing trust fund advisory board;
- (24) Houseless advisory commission;
- (25) Human resources board;
- (26) Human rights commission;
- (27) Impact fee advisory committees;
- (28) Industrial development authority;
- (29) Jackson County Board of Equalization - only mayoral appointees;
- (30) Kansas City Area Transportation Authority - only mayoral appointees;
- (31) Kansas City lesbian, gay, bisexual, trans and queer commission (LGBTQC);
- (32) Kansas City, Municipal Assistance Corporation;
- (33) Kansas City Museum Advisory Board;
- (34) Kansas City Parking and Transportation Commission;
- (35) KCTGA Comprehensive HIV Care Plan;
- (36) Land Bank of Kansas City, Missouri - only mayoral appointees;
- (37) Land clearance for redevelopment authority;
- (38) Liquor control board of review;
- (39) Mayor's commission on reparations;
- (40) Municipal art commission;
- (41) Municipal judicial nominating commission;
- (42) Municipal officials and officers ethics commission;

- (43) Neighborhood tourist development fund committee;
- (44) Parks and recreation board of commissioners;
- (45) Planned industrial expansion authority;
- (46) Police retirement board - only mayoral appointees;
- (47) Port KC;
- (48) Property maintenance appeals board;
- (49) Public improvement advisory committee;
- (50) Small business task force;
- (51) Special review boards and business districts, including the Union Hill Special Business District and the Westport Special Business District;
- (52) Tax increment financing commission; and
- (53) Visit KC.

The ethics commission shall annually review any new boards, commissions, or other entities formed by the city and make a recommendation to council on which, if any, shall be included in the list of entities whose members are required to file annual financial disclosure reports.

(e) *Time for filing.* The financial disclosure reports shall be filed at the following times, but no person is required to file more than one financial disclosure statement in any calendar year:

- (1) Every person required to file a financial disclosure statement shall file the statements annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31.
- (2) Except for candidates for council and mayor, the first disclosure report required of persons shall be filed with the city clerk prior to assuming employment or a position on the designated entity. An annual revised disclosure report shall be filed by May 1 of each calendar year.
- (3) Every candidate for council and mayor, including incumbent candidates, shall file no later than 14 days after the close of filing for candidacy, as provided in section 602(a) of the City Charter. The time period for this filing shall cover the 12 months prior to the closing date of filing for candidacy.

(f) *Failure to file.* Any member of a city board, commission or other entity who is appointed by the mayor or one or more members of the city council who fails to report by June 1

of each year shall be deemed to have resigned membership, and this resignation shall be deemed accepted as of June 1 of the respective year. Any entity listed in subsection (d) with a member not appointed by the mayor or one or more members of the city council failing to file the required disclosure report shall be subject to termination or suspension of any funding or other assistance provided by the city until all required disclosures are made.

(g) *City clerk's responsibility.* The city clerk will distribute to members of the entities named in subsection (d) forms on which they may make the required filing by February 1 of each year. The failure of a person required to file a disclosure report to receive a form shall not be an excuse for the failure to file the required report. The city clerk will have available copies of appropriate forms in the office of the city clerk for persons to obtain.

Section 2. That the City Clerk shall file a certified copy of this ordinance with the Missouri Ethics Commission within ten days of passage of this ordinance.

..end

Approved as to form:

Sarah Baxter
Senior Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 250675

Submitted Department/Preparer: City Clerk's Office

Revised 6/10/24

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

Executive Summary

Amending Chapter 2, Code of Ordinances, by repealing and reenacting Section 2-2024, Conflict of interest annual report, in order for the City to meet the requirements of Section 105.485.4 of the Missouri Revised Statutes, allowing the City to establish its own method of disclosing conflicts of interest; and directing the City Clerk to file a certified copy of this ordinance with the Missouri Ethics Commission within ten days of passage of this ordinance.

Discussion

This ordinance amends City Code 2-2024 to align with RSMo 105.485.4, and instructs the City Clerk to file a certified copy of this ordinance with the Missouri Ethics Commission within ten days of passage.

Fiscal Impact

1. Is this legislation included in the adopted budget? ☐ Yes ☒ No
2. What is the funding source?
N/A
3. How does the legislation affect the current fiscal year?
No known fiscal impact on FY26.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
No known fiscal impact on 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. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. This fund has a structural imbalance. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Account string has been verified/confirmed. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Additional Discussion (if needed)
No account string to verify.

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 the resiliency of a responsive, representative, engaged, and transparent City government.
 - ☐ Engage in workforce planning including employee recruitment, development, retention, and engagement.
 - ☐ Foster a solutions-oriented, welcoming culture for employees and City Partners.
 - ☐
 - ☐
 - ☐

Prior Legislation

None

Service Level Impacts

None.

Other Impacts

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

N/A

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

N/A

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

N/A

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

No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

No(Press tab after selecting)



File #: 250681

RESOLUTION NO. 250681

Sponsor: Councilmember Nathan Willett

RESOLUTION – Clarifying the intended application of the City’s Incentive Policies and directing the City Manager to develop policies and procedures to ensure compliance with the intended applicability of those policies and to make recommendations to Council within 30 days.

WHEREAS, the City allows certain improvement and developments around the City to be funded through the redirection of tax revenues or other incentive tools authorized by State statute through various incentive agencies, including but not limited to the City, Tax Incremental Financing Commission, Planned Industrial Expansion Authority, the Port Authority of Kansas City, and others; and

WHEREAS, the City has adopted certain policies that are required for those improvements and developments funded by incentives, which include, but are not limited to, minority and women business enterprise program, work force program, prevailing wage, and affordable housing set aside (collectively “City Incentive Policies”); and

WHEREAS, questions have arisen regarding the intended applicability of the City Incentive Policies to certain developments not directly funded by or receiving benefits of the incentives although they are tax revenue generating development which occur as a result of the incentives; and

WHEREAS, the application, compliance, monitoring and enforcement of the City Incentive Policies as intended is critical to the success of these policies and to encourage rather than discourage the growth and redevelopment of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That City Council expresses its desire to have the City Incentive Policies applied consistently throughout the City and with previous incentivized developments.

Section 2. That City Council clarifies the City’s Incentive Policies are intended to apply only to those improvements or developments, or portions thereof, actually and directly funded with or incentives or that are actually and directly receiving the benefits of tax abatement and not simply because such development which generates tax revenues to be used to reimburse specific costs of improvements that may be necessary or desirable to attract such development.

Section 3. That City Council clarifies the City's Incentive Policies are not intended to apply to those improvements or developments, or portions thereof, that are merely (i) located within an area designated for incentives but are not actually and directly funded by the incentives, (ii) generates the tax revenues used to fund other specific improvements subject to the City's Incentive Policies, or (iii) receive an indirect, secondary or ancillary benefit from those incentivized improvements or developments.

Section 4. That the City Manager is hereby directed to develop policies and procedures to ensure compliance with City Council's intended application of the City Incentive Policies and to make recommendations to council as necessary to effectuate the intended application of said policies, including but not limited to amendments, as may be necessary, to the City Code of Ordinances within 30 days.

..end



Legislation Text

File #: 250682

ORDINANCE NO. 250682

Sponsor: Councilmember Nathan Willett

Approving the First Amendment to the Metro North Mall General Development Plan to amend the Estimated Completion Time to twenty years from passage of this Ordinance and affirming the findings of the City Council made when approving the Plan.

WHEREAS, the Planned Industrial Expansion Authority of Kansas City, Missouri (“PIEA”) prepared and approved the Metro North Mall General Development Plan (the “Plan”); and

WHEREAS, the City Council approved the Plan on May 20, 2010, with Committee Substitute for Ordinance No. 100283; and

WHEREAS, although the Plan to redevelop the site of the demolished Metro North Mall was never fully completed, Metro North Crossing, LLC, has completed several residential and commercial projects, including a mixed-use project with a 249-unit apartment complex and 30,000 square feet of retail space on the ground floor, a 52,000 square foot golf entertainment venue, three pad site restaurants, and the Furniture Mall of Missouri plans to open in the former Macy’s store building later this year; and

WHEREAS, the Planning Area, as defined in the Plan, still includes various examples of continuing need of industrial development in Section 100.310, RSMo, as there are approximately 40 acres of remaining undeveloped land within the Planning Area and additional time is necessary to allow the developer to continue its redevelopment efforts as market conditions dictate; and

WHEREAS, each industrial developer within the Planning Area has consented to the amendment of the Plan in accordance Section 100.400.1(10), RSMo; and

WHEREAS, the PIEA by Resolution No. 2364 dated July 17, 2025, recommended an amendment of the Plan to provide for an Estimated Completion Time of twenty (20) years from the passage of this Ordinance by the City Council; and

WHEREAS, the City Council has reviewed PIEA Resolution No. 2364 and has reviewed the Plan and desires to amend the Plan to provide for an Estimated Completion Time of twenty (20) years from the passage of this Ordinance; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the findings made in Sections 1, 2 and 3 of Committee Substitute for Ordinance No. 100283 are hereby affirmed.

Section 2. That the First Amendment to the General Development Plan for the Metro North Mall PIEA Planning Area is hereby approved such that the Estimated Completion Time shall be twenty (20) years from the passage of this Ordinance. A copy of the Plan as amended is attached hereto and on file with the Office of the City Clerk.

Section 3. That the ad valorem tax exemption benefits as authorized in Section 100.570, RSMo, are hereby extended to the Planning Area, as defined in the Plan, to the extent and in the manner as provided for in the Plan as modified by the First Amendment.

..end

Approved as to form:

Emalea Kohler
Associate City Attorney



File #: 250621

RESOLUTION NO. 250621

Sponsor: Councilmember Melissa Robinson

RESOLUTION - Recognizing the value and importance of Kansas City's commitment to sustainable development and directing the City Manager to work with Creative City KC, Inc. to further incorporate the Sustainable Development Goals into city policies to benefit and grow local businesses, including the music economy.

WHEREAS, Kansas City has long recognized the importance of music, the arts, and the creative industries in the development of Downtown, the Crossroads, 18th and Vine, and in neighborhoods in every city council district; and

WHEREAS, the 2030 Agenda for Sustainable Development, adopted by all United Nations Member States in 2015, provides a shared blueprint for peace and prosperity for people and the planet, now and into the future. At its heart are the 17 Sustainable Development Goals, which are an urgent call for action by all countries - developed and developing - in a global partnership; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Council hereby recognizes the work of Creative City KC, Inc. and the musicians who travel internationally as cultural ambassadors for Kansas City.

Section 2. That the City Manager is hereby directed to work with Creative City KC, Inc. and other local partners to better understand and incorporate the following 17 Sustainable Development Goals into city plans and policies:

1. End poverty in all its forms everywhere;
2. End hunger, achieve food security and improved nutrition, and promote sustainable agriculture;
3. Ensure healthy lives and promote well-being for all at all ages;
4. Ensure inclusive and equitable quality education and promote lifelong learning opportunities for all;
5. Achieve gender equality and empower all women and girls;
6. Ensure availability and sustainable management of water and sanitation for all;
7. Ensure access to affordable, reliable, sustainable, and modern energy for all;

8. Promote sustained, inclusive, and sustainable economic growth, full and productive employment, and decent work for all;
9. Build resilient infrastructure, promote inclusive and sustainable industrialization, and foster innovation;
10. Reduce inequality within and among countries;
11. Make cities and human settlements inclusive, safe, resilient, and sustainable;
12. Ensure sustainable consumption and production patterns;
13. Take urgent action to combat climate change and its impacts;
14. Conserve and sustainably use the oceans, seas, and marine resources for sustainable development;
15. Protect, restore, and promote sustainable use of terrestrial ecosystems; sustainably manage forests; combat desertification; halt and reverse land degradation; and halt biodiversity loss;
16. Promote peaceful and inclusive societies for sustainable development, provide access to justice for all, and build effective, accountable, and inclusive institutions at all levels; and
17. Strengthen the means of implementation and revitalize the global partnership for sustainable development.

..end

No
Docket
Memo
Provided
For
250621

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

Date: 7/8/2025

Form Prepared By: Erica Mackey

Contract/Project Number: NA		Project Name: Diamond Food LLC, dba Break Time	
Developer/Prime: NA		Contact Information: 816-291-0531	
Final Contract Value: N/A		Project Manager: Erica Mackey	
Funding:	<input type="checkbox"/> City	<input type="checkbox"/> State	<input type="checkbox"/> Federal
Project Requirements:	<input type="checkbox"/> M/WBE	<input type="checkbox"/> DBE	<input type="checkbox"/> Section 3
Tax Incentive:	<input type="checkbox"/> LCRA	<input type="checkbox"/> TIF	<input type="checkbox"/> PIEA
Prevailing Wage:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Davis-Bacon:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Construction Employment Program:	<input type="checkbox"/> Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more. <input type="checkbox"/> No: Workforce hours are less than 800 and project cost is less than \$300,000.		

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

Contract Type:

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

Additional Information:

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with Diamond Food LLC, dba Break Time for the purpose of a convenience store located at 1128 Oak Street, Kansas City Missouri, 64106.

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

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

☒ Approved ☐ Disapproved

Changes Needed:

Federal Provisions Included:

☐ Approved ☐ Disapproved ☒ Not Applicable

CREO Signature

DocuSigned by:

Alvaro Antiveros

A74835E30B2E429...

Date: 7/8/2025

Comments:

Re-submitted due to updated lease amounts per EM. Reviewed and approved again 7/8.AO

