



Agenda

Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

Tuesday, June 9, 2026

10:30 AM

10th Floor Committee Room

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

[260496](#) Sponsor: City Manager's Office

Approving the First Amendment to the 800 Grand Tax Increment Financing Plan and authorizing the City Manager to enter into a Tax Contribution and Disbursement Agreement with the Kansas City TIF Commission and 800 Grand KCMO LLC.

Attachments: [800 Grand TIF - 1st Amendment - Docket Memo](#)

[260506](#) Sponsor: Councilmember Wes Rogers

Amending Chapter 2, Article VI of the Code of Ordinances, entitled "Boards, Commissions and Committees," by enacting a new Division 6, entitled "Welcoming KC Commission," consisting of Sections 2-851 through 2-855, to formally establish such commission; and directing the City Manager to appoint a liaison and coordinate departmental support for the commission.

Attachments: [No Docket Memo 260506](#)

HELD IN COMMITTEE

[260065](#) Sponsor: Mayor Quinton Lucas
COMMITTEE SUBSTITUTE

Directing the City Manager to assign costs incurred by the Board of Police Commissioners beyond the twenty-five (25) percent annual budget threshold in Mo. Rev. Stat. 84.730 to a new fund entitled "KCPD Overage Fund" and establishing said fund in the books and records of the City; directing the City Manager to negotiate with the Board of Police Commissioners a process for Council approval of costs related to Board of Police Commissioners established settlement agreements, including settlements with costs structured over future budget cycles; and directing the City Manager to include an appropriation of \$5,900,000.00 in the FY2026-2027 submitted budget from the KCPD Overage Fund for legal settlements and subjecting such payments to the council ordinance process.

Attachments: [Docket Memo Ord 260065 - BB edits](#)

[260071](#) Sponsor: Mayor Quinton Lucas

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

Attachments: [Docket Memo Ord 260071](#)

260480 Sponsor: City Manager's Office

Authorizing the City Manager to execute a contract with the Economic Development Corporation of Kansas City, Missouri, in an amount not to exceed \$5,362,000.00 for the purpose of providing funds for certain development and redevelopment activities, and administering the implementation of the ProspectUS Equitable Transit Oriented Development Strategic Plan ("ProspectUs Plan"); and authorizing expenditure from previously appropriated funds.

Attachments: [No docket Memo Provided for 260480](#)
[EDC Contract 05182026 Final\(1\)](#)

ADDITIONAL BUSINESS

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

2. Closed Session

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

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

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

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

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

section:

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

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

Adjournment



File #: 260496

ORDINANCE NO. 260496

Sponsor: City Manager's Office

Approving the First Amendment to the 800 Grand Tax Increment Financing Plan and authorizing the City Manager to enter into a Tax Contribution and Disbursement Agreement with the Kansas City TIF Commission and 800 Grand KCMO LLC.

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

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

WHEREAS, on December 11, 2025, the City Council passed Committee Substitute for Ordinance No. 251042, which accepted the recommendations of the Kansas City TIF Commission and approved the 800 Grand Tax Increment Financing Plan (the "Redevelopment Plan" or "Plan") and designated the Redevelopment Area described therein to be a Blighted Area (the "Redevelopment Area"); and

WHEREAS, Committee Substitute for Ordinance No. 251042 authorized a Tax Contribution and Disbursement Agreement in substantial form which was not executed and the Council has been presented with an updated version of a Tax Contribution and Disbursement Agreement; and

WHEREAS, a First Amendment to the Redevelopment Plan ("First Amendment") has been proposed to the City Council, which modifies (A) the Budget of Redevelopment Project Costs, (B) the description and amount of the Sources of Funds, and (C) the description of the Public Participation (the "Proposed First Amendment Modifications"); and

WHEREAS, the Proposed First Amendment Modifications do not alter the exterior boundaries of the Redevelopment Area or enlarge the exterior boundary of any Redevelopment Project Area described by the Plan, affect the general land uses described by the Plan, or change the nature of any Redevelopment Project described by the Redevelopment Plan; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. The First Amendment is hereby approved and adopted as valid.

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

Section 3. That the City Council hereby finds that good cause has been shown for the First Amendment of the Plan and that the findings of the Council in Committee Substitute for Ordinance No. 251042, except as expressly modified by the First Amendment, are not affected by the First Amendment and apply equally to the First Amendment.

Section 4. That the Council hereby finds that:

- a. The First Amendment does not alter the previous finding of the Council in Committee Substitute for Ordinance No. 251042 that the Redevelopment Area as a whole is a Blighted Area, as defined in Section 99.805 of the Act, has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan.
- b. The Redevelopment Plan, as amended by the First Amendment, conforms to the comprehensive plan for the development of the City as a whole.
- c. The areas selected for Redevelopment Projects include only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project Improvements.
- d. The estimated dates of completion of the Redevelopment Projects and retirement of obligations incurred to finance Redevelopment Project Costs have been stated in the Redevelopment Plan, as amended by the First Amendment, and are not more than 23 years from the passage of any ordinance approving a Redevelopment Project within the Redevelopment Area.
- e. The Redevelopment Plan, as amended by the First Amendment, includes a plan for relocation assistance for businesses and residences.

- f. A cost-benefit analysis showing the impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area has been prepared in accordance with the Act.
- g. The Redevelopment Plan, as amended by the First Amendment, does not include the initial development or redevelopment of any gambling establishment.
- h. A study has been completed and the findings of such study satisfy the requirements provided under Section 99.810, RSMo.

Section 5. That the Administrative Commission is authorized to issue obligations in one or more series of bonds secured by the 800 Grand Tax Increment Financing Plan Account of the Special Allocation Fund to finance Redevelopment Project Costs identified by the Redevelopment Plan, as amended by the First Amendment, and, subject to any constitutional limitations, to acquire by purchase, donation, lease or eminent domain, own, convey, lease, mortgage, or dispose of land or other property, real or personal, or rights or interests therein, and grant or acquire licenses, easements and options with respect thereto, all in the manner and at such price the Administrative Commission determines, to enter into such contracts and take all such further actions as are reasonably necessary to achieve the objectives of the Redevelopment Plan, as amended by the First Amendment. Any obligations issued to finance Redevelopment Project Costs shall contain a recital that they are issued pursuant to Sections 99.800 to 99.865 of the Act, which recital shall be conclusive evidence of their validity and of the regularity of their issuance.

Section 6. That pursuant to the provisions of the Redevelopment Plan, the City Council approves the pledge of all payments in lieu of taxes (if any) and economic activity taxes generated within Redevelopment Projects that are deposited into the Special Allocation Fund(s) established in connection with each Redevelopment Project described by the Redevelopment Plan to the payment of Redevelopment Project Costs identified by the Redevelopment Plan, as amended by the First Amendment, and authorizes the Administrative Commission to pledge such funds on its behalf.

Section 7. That the City Manager is authorized to execute a Tax Contribution and Disbursement Agreement with the Commission and 800 Grand KCMO LLC regarding the utilization of tax contributions for the payment of Redevelopment Project Costs and including delivery of music education programs with any public school district operating fully within the boundaries of Kansas City. A copy of the Tax Contribution and Disbursement Agreement is attached hereto in substantial form.

Section 8. That in accordance with Code § 74-12, City Council sets the date for substantial completion of the Public Improvements and the Project Improvements as December 31, 2031.

..end

Approved as to form:

Emalea Kohler
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260496

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

Approving the First Amendment to the 800 Grand Tax Increment Financing Plan

Discussion

the Redevelopment Plan provides for the construction of a new 24-story, approximately 645,000 square foot mixed-use residential building with approximately 319 multi-family residential units, approximately 28,000 square feet of commercial/retail space, an approximately 1,600 seat theater designed to host a wide variety of entertainment events, and approximately 574 parking spaces , and the rehabilitation of the adjacent Scarritt and Arcade buildings, which rehabilitation shall provide for an approximately 174,00 square foot hotel that shall contain approximately 169 guest rooms, approximately 10,500 square feet of meeting space, and approximately 16,000 square feet of food, beverage and commercial/retail spaces , along with related public and private infrastructure and site improvements, including but not limited to, roads, streets, curbing, sidewalks and any other similar public improvements that support the Project Improvements.

This amendment modifies Sources of Funds, Budget of Redevelopment Project costs, the description and the amount of the Sources of Funds, and the description of the Public Participation.

Fiscal Impact

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

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.

Lowers amount of captured additional City EATS made available for reimbursement.

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

Generates revenue, leverages outside funding, delivers ROI

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

2. This fund has a structural imbalance. Yes No

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

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

2. Which CWBP goal is most impacted by this legislation?

Inclusive Growth and Development (Press tab after selecting.)

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

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

251042

Service Level Impacts

None Identified

Other Impacts

1. What will be the potential health impacts to any affected groups?
None Identified
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
Project will use HTC equity to restore a historic building, while adding new construction to fill out the project
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

319
0

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.
Developer will follow process with CREO

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 #: 260506

ORDINANCE NO. 260506

Sponsor: Councilmember Wes Rogers

Amending Chapter 2, Article VI of the Code of Ordinances, entitled "Boards, Commissions and Committees," by enacting a new Division 6, entitled "Welcoming KC Commission," consisting of Sections 2-851 through 2-855, to formally establish such commission; and directing the City Manager to appoint a liaison and coordinate departmental support for the commission.

WHEREAS, Kansas City is home to newcomer, immigrant, and refugee residents whose full participation in civic life strengthens the City and its neighborhoods; and

WHEREAS, the Mayor's Commission for New Americans conducted community engagement and developed recommendations concerning how the City can better serve immigrant and refugee communities; and

WHEREAS, the City Council desires to build upon that work by establishing an advisory body to provide ongoing resident-led input regarding inclusive service delivery, civic participation, language access, emergency communications, and neighborhood inclusion; and

WHEREAS, the January 2026 Certified Welcoming Audit identified the need for a formalized and active advisory body to sustain the City's welcoming efforts; and

WHEREAS, the City Council finds that the Welcoming KC Commission will provide an ongoing forum for residents, community-based organizations, and City departments to identify barriers to City services and recommend improvements; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Article VI of the Code of Ordinances, entitled "Boards, Commissions, and Committees," is hereby amended by enacting a new Division 6, entitled "Welcoming KC Commission," consisting of Sections 2-851 through 2-855, to read as follows:

**DIVISION 6.
WELCOMING KC COMMISSION.**

Sec. 2-851. Establishment and purpose.

There is hereby established an advisory body to be known as the Welcoming KC Commission. The purpose of the commission shall be to ensure newcomer and immigrant families in Kansas City have equitable access to city services, drive robust civic participation, and to provide a framework for resident-led oversight of inclusive service delivery. The commission shall serve as an advisory body to the City on issues consistent with its purpose.

Sec. 2-852. Membership and appointment.

(a) The commission shall consist of twelve members, with two members appointed from each council district. Each member shall reside in the council district from which the member is appointed.

(b) To promote grassroots representation, each council member may solicit recommendations from community-based organizations and agencies serving residents within that council member's district and then forward recommended qualified resident candidates to the mayor for consideration. Members shall be appointed by the mayor, who shall retain final authority to select and appoint members from the nominations.

(c) Appointments should seek to include members with a broad range of backgrounds, experiences, perspectives, and connections to Kansas City's diverse communities, including those with experience serving immigrant and refugee communities.

Sec. 2-853. Terms; removal; vacancies.

(a) *Terms.* Each member of the commission shall be appointed for a two-year term. The terms shall be staggered. To effectuate a staggering of terms, six of the initial appointments shall be for three years, while the remainder shall be for two years.

(b) *Removal.* The mayor may remove any member of the commission if the member has more than three unexcused consecutive commission meetings.

(c) *Vacancies.* The mayor may appoint a member to complete the remaining term of any vacant position. The council member representing the district in which the vacancy occurs may submit recommended qualified candidates to the mayor for consideration.

Sec. 2-854. Chairperson; other officers.

The mayor shall appoint one member of the commission to serve as chairperson. The commission may elect a vice-chairperson and any other officers it deems necessary from among its members.

Sec. 2-855. Meetings and procedures.

The commission shall conduct its meetings and business in accordance with the standing rules for boards, commissions, and task forces set forth in section 2-723 of the Code of Ordinances.

Secs. 2-856—2-870. Reserved.

Section 2. The City Manager is hereby directed to appoint a liaison to the Welcoming KC Commission. The City Manager shall coordinate, as appropriate, the involvement of relevant City departments, offices, and staff to support the Commission's advisory work, including matters related to language access, inclusive service delivery, community engagement, and emergency communications.

..end

Approved as to form:

Joseph A. Guarino
Senior Associate City Attorney

No
Docket
Memo
Provided
For
260506



File #: 260065

[COMMITTEE SUBSTITUTE FOR] ORDINANCE NO. 260065

Sponsor: Mayor Quinton Lucas
COMMITTEE SUBSTITUTE

Directing the City Manager to assign costs incurred by the Board of Police Commissioners beyond the twenty-five (25) percent annual budget threshold in Mo. Rev. Stat. 84.730 to a new fund entitled “KCPD Overage Fund” and establishing said fund in the books and records of the City; directing the City Manager to negotiate with the Board of Police Commissioners a process for Council approval of costs related to Board of Police Commissioners established settlement agreements, including settlements with costs structured over future budget cycles; and directing the City Manager to include an appropriation of \$5,900,000.00 in the FY2026-2027 submitted budget from the KCPD Overage Fund for legal settlements and subjecting such payments to the council ordinance process.

WHEREAS, Kansas City is required to provide no more than one-fourth of the general revenue to the Kansas City Police Department, pursuant to Chapter 84.730 of the Missouri Revised Statutes; and

WHEREAS, the Kansas City Police Department is governed by the Board of Police Commissioners appointed by the Governor of Missouri, pursuant to Chapter 84.350 of the Missouri Revised Statutes; and

WHEREAS, while the Board of Police Commissioners has exclusive operational control over the Kansas City Police Department, City Council has the responsibility to appropriate funds and provide fiscal oversight on behalf of Kansas City taxpayers; and

WHEREAS, the City Council has the responsibility to approve the annual budget, including the yearly funding appropriation for the Board of Police Commissioners; and

WHEREAS, pursuant to Missouri Revised Statutes Section 84.730, City Council is not required to appropriate amounts exceeding one-fourth of the general revenue fund in any fiscal year to the Board of Police Commissioners; and

WHEREAS, the Board of Police Commissioners periodically makes funding requests above and beyond the required one-fourth funding allocation, including requests for settlements and judgments from litigation involving the department; and

WHEREAS, the Board of Police Commissioners in its 2026-2027 Requested Budget seeks funding beyond the required one-fourth funding allocation mandated by state law; and

WHEREAS, the Board of Police Commissioners in its 2026-2027 Requested Budget seeks funding beyond the required one-fourth funding allocation mandated by state law to address costs from legal settlements previously approved by the Board of Police Commissioners with fiscal impact in future years and budget cycles; and

WHEREAS, City Council has received no information on the nature, size, or scope of structured legal settlements impacting this and future years and budget cycles seeking appropriations in excess of state statutory mandate; and

WHEREAS, the City has established procedures for review of costs arising from legal settlements and has responsibility for properly anticipating and budgeting future costs to the City, including seven- and eight-figure legal settlement costs approved by the Board of Police Commissioners; and

WHEREAS, the City desires to reduce the detrimental effect of structured legal settlement costs impacting the current and future years and budget cycles on policing and public safety in Kansas City; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. The City Manager is directed to assign costs incurred by the Board of Police Commissioners beyond the twenty-five (25) percent annual budget threshold in Mo. Rev. Stat. 84.730 to a new fund, entitled “KCPD Overage Fund,” which is hereby established on the books and records of the City of Kansas City.

Section 2. The City Manager is directed to negotiate with the Board of Police Commissioners a process for Council approval of costs related to Board of Police Commissioners approved settlement agreements, including settlements with costs structured over future budget cycles.

Section 3. The City Manager is directed to budget an appropriation consistent with the Board of Police Commissioners FY 2026-2027 request for legal settlements in the amount of \$5,900,000.00 to the KCPD Overage Fund, assigning requisitioning authority to the Director of Finance, and subjecting such payments to the Council ordinance process.

..end

Approved as to form:

Samuel Miller

Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260065

Submitted Department/Preparer: Mayor/Council's Office

Revised 12/03/25

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

Executive Summary

Directing the City Manager to assign costs beyond the twenty-five (25) percent annual budget threshold in Mo. Rev. Stat. 84.730 for previously approved Board of Police Commissioners legal settlements to the City's Legal Expense Fund rather than the submitted Kansas City Police Department Budget; retaining requisitioning authority with the City Attorney; directing the City Manager to negotiate with the Board of Police Commissioners a process for Council approval of costs related to Board of Police Commissioners established settlement agreements, including settlements with costs structured over future budget cycles.

Discussion

Kansas City is required to provide no more than one-fourth of the general revenue to the Kansas City Police Department, pursuant to Chapter 84.730 of the Missouri Revised Statutes. The Kansas City Police Department is governed by the Board of Police Commissioners appointed by the Governor of Missouri, pursuant to Chapter 84.350 of the Missouri Revised Statutes; and

While the Board of Police Commissioners has exclusive operational control over the Kansas City Police Department, City Council has the responsibility to appropriate funds and provide fiscal oversight on behalf of Kansas City taxpayers. The City Council has the responsibility to approve the annual budget, including the yearly funding appropriation for the Board of Police Commissioners. Pursuant to Missouri Revised Statutes Section 84.730, City Council is not required to appropriate amounts exceeding one-fourth of the general revenue fund in any fiscal year to the Board of Police Commissioners. The Board of Police Commissioners periodically makes funding requests above and beyond the required one-fourth funding allocation, including requests for settlements and judgments from litigation involving the department. Board of Police Commissioners in its 2026-2027 Requested Budget seeks funding beyond the required one-fourth funding allocation mandated by state law.

The Board of Police Commissioners in its 2026-2027 Requested Budget seeks funding beyond the required one-fourth funding allocation mandated by state law to address costs from legal settlements previously approved by the Board of Police Commissioners with fiscal impact in future years and budget cycles. City Council has received no information on the nature, size, or scope of structured legal settlements impacting this and future years and budget cycles seeking appropriations in excess of state statutory mandate. The City has established procedures for review of costs arising from legal settlements and has responsibility for properly anticipating and budgeting future costs to the City, including seven- and eight-figure legal settlement costs approved by the Board of Police Commissioners. The City desires to reduce the detrimental effect of structured legal settlement costs impacting the current and future years and budget cycles on policing and public safety in Kansas City.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
The ordinance itself does not require a funding source upon adoption. The City Manager would be directed to identify funding above the City's statutory contributions in order to fund legal settlements entered into by the Board of Police Commissioners in future fiscal years.
3. How does the legislation affect the current fiscal year?
n/a
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
Yes. The legislation would direct the City Manager to identify future funding for legal settlements beyond what the City already appropriates to the Board of Police Commissioners on an annual basis. This would have both one-time and recurring costs, assuming certain BOPC settlements are structured to provide multi-year payments.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No.

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

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

Additional Discussion (if needed)

This legislation does not appropriate funds, but provides directions on where to appropriate existing and future funds.

Citywide Business Plan (CWBP) Impact

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

City Budget Ordinance, e.g. Ordinance 250175

Service Level Impacts

Additional budget items beyond the City’s statutory contribution to the BOPC could have a negative fiscal impact on the City’s General Fund or other funds depending on the source(s) identified by the City Manager.

Staff Recommendation

Law Department

Select One: Sponsored
 Directive: Res/Ord # 260065

Select One: Recommend
 Do Not Recommend
 Not Applicable

Click or tap here to provide reasoning.

Other Impacts

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

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

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

This legislation would facilitate an agreement for funding of BOPC legal settlements such that the City may have more involvement in the budgeting of those claims.

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 #: 260071

RESOLUTION NO. 260071

Sponsor: Mayor Quinton Lucas

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

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

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

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

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

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

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

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

..end



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 260071

Submitted Department/Preparer: Mayor/Council's Office

Revised 12/03/25

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

Executive Summary

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

Discussion

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

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

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

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

Fiscal Impact

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

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

n/a

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

n/a

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

2. This fund has a structural imbalance. Yes No

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

Additional Discussion (if needed)

This legislation does not appropriate funds.

Citywide Business Plan (CWBP) Impact

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

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

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

Engage the community and community partners to reimagine the system of public safety with a focus on evidence-based approaches for crime prevention, treatment of mental health, emergency response time, and the criminal justice system.

Focus on violence prevention among all age groups, placing an emphasis on youth.

Increase fairness, justice, and responsiveness of our municipal criminal justice system to support the best possible outcome for offenders and victims of crime.

Reduce recidivism through prevention, deterrence, including detention, and re-entry services.

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

Prior Legislation

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

Service Level Impacts

n/a

Staff Recommendation

City Council

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

Select One: Recommend
 Do Not Recommend
 Not Applicable

Click or tap here to provide reasoning.

Other Impacts

1. What will be the potential health impacts to any affected groups?
Click or tap here to enter text.
2. How have those groups been engaged and involved in the development of this ordinance?
Click or tap here to enter text.
3. How does this legislation contribute to a sustainable Kansas City?
Click or tap here to enter text.
4. Does this legislation create or preserve new housing units?
Please Select (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

No(Press tab after selecting)



File #: 260480

ORDINANCE NO. 260480

Sponsor: City Manager's Office

Authorizing the City Manager to execute a contract with the Economic Development Corporation of Kansas City, Missouri, in an amount not to exceed \$5,362,000.00 for the purpose of providing funds for certain development and redevelopment activities, and administering the implementation of the ProspectUS Equitable Transit Oriented Development Strategic Plan ("ProspectUs Plan"); and authorizing expenditure from previously appropriated funds.

WHEREAS, on behalf of the City, the Economic Development Corporation of Kansas City, Missouri ("EDC") engages in comprehensive business retention and recruitment efforts and proactive redevelopment efforts designed to attract businesses and jobs to Kansas City, to retain its existing business and employment base, and to enhance the economic productivity of real property within the City; and

WHEREAS, the Mayor and Council desire that the EDC support and coordinate the activities of, and provide professional staff for, all of the economic development and redevelopment agencies operating on behalf of the City; and

WHEREAS, the City and EDC acknowledge that each of the Economic Development Agencies are part of the City's overall economic development efforts and contemplate that EDC will enter into agreements, as appropriate, with each of the Economic Development Agencies specifying the level of support and services to be provided by EDC; and

WHEREAS, EDC supports the adoption and implementation of AdvanceKC, which serves as a guide for long-term economic development investments and the targeted use of incentives; and

WHEREAS, Resolution No. 250413 directed the City Manager to develop a strategy for implementation of the ProspectUs Plan, negotiate with the EDC for the creation of an advisory group, and negotiate with the EDC to include in the 2026-2027 EDC annual contract funding for a ProspectUs Plan Manager utilizing funding from positions created in the Fiscal Year 2025-2026 Adopted Budget; and

WHEREAS, the City has appropriated the sum of \$5,362,224.00 to support economic development activities; and

WHEREAS, the objectives to be achieved are best achieved through a long-term commitment to the same; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager or designee is hereby authorized to execute a contract in the amount of \$5,362,000.00 with the Economic Development Corporation of Kansas City, Missouri for the purposes contemplated herein from fund previously appropriated in Account 27-2215-101701-B and Account 27-2200-10701-B. A copy of the contract in substantial form is attached hereto.

Section 2. The City Manager or designee is hereby designated as requisitioning authority for Account 27-2215-101701 and Account 27-2200-101701.

..end

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

Brenton Siverly
Director of Finance

Approved as to form:

Emalea Kohler
Associate City Attorney

No
Docket
Memo
provided
For
Ordinance
260480

ORDINANCE NO. 260480

CONTRACT

CITY OF KANSAS CITY, MISSOURI AND ECONOMIC DEVELOPMENT CORPORATION

May 1, 2026 to April 30, 2027

THIS CONTRACT (“Contract”) is made and entered into as of this ___ day of _____ 2026, by and between **The City of Kansas City, Missouri**, a constitutionally chartered municipal corporation of the State of Missouri (the **"City"**) through its City Manager or his designee, and the **Economic Development Corporation of Kansas City, Missouri**, a Missouri not-for-profit corporation, (the **"EDC"** and together with the City, collectively, the **“Parties”**).

Recitals:

- A. The EDC is a Missouri not-for-profit corporation that drives economic development in Kansas City, Missouri by serving as the connection between the national and international business and development community and local government resources and programs; and
- B. On behalf of the City, the EDC engages in comprehensive business retention and attraction efforts, proactive development and redevelopment efforts, and inclusive entrepreneurial support designed to attract businesses and jobs to Kansas City, to retain its existing business and employment base, and to enhance economic productivity of real property within the City; and
- C. The Mayor and City Council desire that the EDC provide economic development services, as well as administrative and staff support, and coordination of the activities of the City's economic development and redevelopment agencies including: the Land Clearance For Redevelopment Authority (**"LCRA"**), the Tax Increment Financing Commissions, including the Kansas City TIF commissions and the Administrative TIF Commission (**"TIF Commission"**), the Enhanced Enterprise Zone Boards (**"EEZ"**), the Industrial Development Authority (**"IDA"**), and the Kansas City Chapter 353 Advisory Board (**"353 Board"**), as well as providing support for the Planned Industrial Expansion Authority (**"PIEA"**), and the EDC Loan Corporation (**"Loan Corporation"**), while serving as primary staff and coordinator for Chapter 100 activities, (the foregoing agencies, including the EDC, are hereinafter collectively referred to as the **"Economic Development Agencies"**), or any other economic development projects requiring administration through the City's economic development strategy, and coordination of activities with the Port Authority of Kansas City, Missouri (**"Port KC"**); and
- D. The City and EDC acknowledge that each of the Economic Development Agencies are part of the City's overall economic development efforts and contemplate that the EDC will enter into agreements with each of the Economic Development Agencies specifying the level of support and services to be provided by the EDC in accordance with this Contract; and
- E. The City and EDC contemplate that the parties may enter into future similar agreements for similar scopes of work after the term of this Contract ends. Prior to entering any such future agreements, the parties expect to establish key performance indicators, performance outcome measures, and a line-item budget which the City may support to a level based on previous performance measures.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and

agreements hereinafter expressed, the parties mutually agree as follows:

1. **Agreement with EDC.** Subject to the provisions of Sections 5 and 6 herein, the City agrees to furnish a portion of the funds required for operation of the EDC as generally set forth in **Exhibit A, "Budget"**, and the EDC hereby agrees to engage in the economic development and development activities described in this Contract for the benefit of the City. The City and the EDC agree to the performance indicators set forth in **Exhibit B** attached hereto and made a part of this Contract.
2. **Services to be Performed by EDC.** Working in cooperation with and pursuant to the City's direction, and in alignment with adopted City policies and ordinances, including the City's Economic Development & Incentive Policy, the EDC agrees to carry out its primary responsibility as the lead agency for economic development in Kansas City, Missouri, and prioritize resources provided by the City to perform the following services:

A. Business Development

1. Cooperate with the City to develop a comprehensive strategic plan for targeted business sector development and a vision for the long-term business environment in Kansas City.
2. Collaborate in efforts to market Kansas City at regional, national, and international levels.
3. Work with the City and other organizations to promote workforce development and job growth opportunities.
4. Lead efforts to recruit new business and investment in targeted business sectors.
5. Drive efforts to stimulate growth of existing businesses.
6. Manage a channel for feedback from existing businesses to monitor challenges facing the business community

B. Land Development

1. Cooperate with the City to develop a comprehensive strategic plan for targeted development and redevelopment and a vision for the long-term real estate market in Kansas City.
2. Serve as the lead agency to coordinate, evaluate, and recommend incentives for, as appropriate, all development and redevelopment activities by serving as the key intake agency for all such development and redevelopment projects on behalf of the City, and the Economic Development Agencies. These activities will be conducted in accordance with current and future economic development and incentive policies that may be adopted from time-to-time by the City.
3. Manage a channel for feedback on incentive programs and development experience in Kansas City.
4. Stimulate development within disadvantaged and opportunity areas.
5. Provide consultation and expertise to private sector and non-profit developers and provide recommendations regarding the most appropriate programs and development tools to support development and redevelopment efforts.

C. Entrepreneurial Support

1. Leverage and support the comprehensive strategic plan for targeted business sector development and a vision for the long-term business environment in Kansas City.
2. Develop and support programs such as LaunchKC with partner agencies to stimulate entrepreneurship for small business and early-stage business growth.
3. Serve as a conduit for small and early-stage businesses' connection to local, state, and federal incentive programs; venture capital institutions; local entrepreneur networks; and other local service providers.
4. Work through the Loan Corporation to administer programs supporting access to capital initiatives including partnerships with KC BizCare and the Small Business Task Force.
5. Manage a channel for feedback on entrepreneurial experience and local investment in Kansas City based business.

D. Support for LCRA, EEZ Board, 353 Board, and IDA

1. Except as provided elsewhere in this agreement with respect to the TIF Commission, EDC shall provide support for the LCRA, EEZ Board, 353 Board, and IDA ("Section D Agencies") in a manner consistent with the terms of the agreements entered into or to be entered into between the EDC and each of the Section D Agencies. EDC shall provide the City with complete copies of any agreements and amendments thereto between the EDC and each of the Section D Agencies within 30 days after execution. In the case of the 353 Board, City Code § 74-1 – § 74-10 shall take the place of any agreement with the 353 Board.
2. EDC shall work cooperatively with the Section D Agencies to ensure compliance with the City's policies and economic development goals and, to the extent possible, harmonize any such policies between the various Section D Agencies.
3. EDC shall prepare the ordinances, resolutions, docket memos, fiscal notes, and presentations necessary for the approval and amendments of plans, projects, and areas at the City Council level, in accordance with City ordinances and regulations. EDC shall ensure that statutory notice is provided for hearings related to plans, projects, and areas at the council level for all Section D Agency Projects. EDC shall, subject to specific direction from the City Manager, keep the City Manager's office informed of upcoming Section D Agency projects that will require City or Council approval, and serve as the contact point and subject matter expert for information on Section D Agency Projects.
4. Provide technical support where needed and work cooperatively with the Economic Development Agencies and, as appropriate, the City, other jurisdictions, and agencies such as the Missouri Department of Economic Development, to further the City's economic development mission, strategy, and policies, and to ensure alignment and synergy between the City and these agencies.
5. Assist the Section D Agencies by administering and tracking agreements entered into by a Section D Agency, as directed.

E. Support for the TIF Commissions

1. EDC Staffing. Within budgetary constraints, the EDC will maintain a fully qualified staff to support the activities of the TIF Commissions, which includes the Kansas City TIF Commissions and the Administrative TIF Commission. Such staff shall be employed in accordance with the EDC's Affirmative Action Program and Personnel Policies and Procedures as adopted by the EDC's Board from time-to-time. The EDC, to the extent possible, shall assign staff to meet the needs of the TIF Commissions.
2. TIF Commission Staffing. The EDC shall employ an Executive Director for the TIF Commission, subject to the advice and counsel of the TIF Commissions. The Executive Director, although employed by the EDC, will be assigned to support the TIF Commissions, and the TIF Commissions, on an annual basis, shall participate in evaluating the work and/or service of the Executive Director. Any decisions regarding the retention and discharge of the Executive Director will be made by the EDC in consultation with the Administrative TIF Commission. The EDC shall also employ other staff for the TIF Commissions; however, any decisions regarding the retention and discharge of such staff for the TIF Commissions, shall be within the sole discretion of EDC. All personnel employed by the EDC, shall be responsible to and work at the direction of the President/CEO of the EDC; provided, however, the Executive Director shall be responsive to the concerns and needs of the TIF Commissions, and the Executive Director, after consultation with the Administrative TIF Commission, may be discharged by the EDC in its sole discretion. Should the TIF Commissions have any concerns regarding the Executive Director's performance, the TIF Commissions may request a meeting with the President/CEO of the EDC to discuss such concerns and request that the President/CEO take appropriate responsive action in accordance with the EDC's personnel policies. All personnel hired by the EDC shall be employees of the EDC and shall directly report to the EDC's President/CEO (or their designated supervisors as directed by the EDC) in furtherance of the obligations and responsibilities of the EDC.
3. Services to be Provided by EDC Staff Members. The EDC staff members provided to the TIF Commissions shall perform all staff functions necessary to enable the TIF Commissions to properly carry out the obligations and responsibilities imposed on it by its enabling statute and applicable City ordinances, including, but not limited to, the obligations of the TIF Commissions that are set forth in City Code of Ordinances Chapter 74, and the obligation to prepare all reporting required under Section 99.865 RSMo. Furthermore, the EDC staff members shall work cooperatively with any third-party contractor retained by the City to provide accounting and financial reporting services to the TIF Commissions.
4. Office Space and Equipment. The EDC will provide office space and equipment to enable the EDC staff to carry out the EDC's obligations to the TIF Commissions, including but not limited to providing telephones, fax machines, computers, computer software and other office equipment. Furthermore, these obligations of EDC shall extend to any third-party contractor retained by the City to provide accounting and financial reporting services to the TIF Commissions. In addition,

the EDC will provide adequate conference room space and equipment to the governing body of the TIF Commissions to enable it to carry out its obligations under its enabling statute.

5. Services provided by the EDC to the TIF Commissions are being funded by City, in part, through utilization of the administrative fee received by the City from amounts deposited to the Special Allocation Fund established and held by the City in conjunction with tax increment financing under the Real Property Tax Increment Allocation Redevelopment Act. The EDC and City jointly agree that the TIF Commissions are to be provided no less services than have historically been provided to the TIF Commission by the EDC, except with regards to those accounting and financial reporting services which are being provided by the City effective May 1, 2016, pursuant to that certain Financial Accounting and Limited Partial Assignment and Assumption Agreement Between the City of Kansas City, Missouri and the Tax Increment Financing Commission of Kansas City, Missouri, dated May 1, 2016, as amended June 9, 2021 and incorporated herein by reference.
6. EDC shall prepare the ordinances, resolutions, docket memos, fiscal notes, and presentations necessary for the approval and amendment of plans, projects, and areas at the City Council level, in accordance with City ordinances and regulations. EDC shall ensure that statutory notice is provided for hearings related to plans, projects, and areas at the Council level for all TIF Commission actions. EDC shall, subject to specific direction from the City Manager, keep the City Manager's Office informed of upcoming TIF Commission projects that will require City or Council approval.
7. EDC 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.

F. Chapter 100

1. The EDC shall work cooperatively with the City any applicants for Chapter 100 incentives to review and evaluate application for Chapter 100 incentives. EDC shall draft Industrial Development Plans for applicable Chapter 100 Projects in accordance with State Statute and City Ordinances.
2. EDC shall prepare the ordinances, resolutions, docket memos, fiscal notes, and presentations necessary for the approval and amendments of plans, projects, and areas at the City Council level, in accordance with City ordinances and regulations, unless the City indicates that such document shall be prepared by relevant Bond Counsel. EDC shall ensure that statutory notice is provided for hearings related to plans, projects, and areas at the council level for all Chapter 100 Projects. EDC shall, subject to specific direction from the City Manager, keep the City Manager's office informed of upcoming Chapter 100 projects that will require City or Council approval, and serve as the contact point and subject matter expert for information on Chapter 100 Projects.

G. PIEA

1. The EDC shall provide support and assistance to the Planned Industrial Expansion Authority and its staff, including office space, furniture, and equipment. EDC shall work with PIEA staff in vetting and evaluating project proposals for consideration by the PIEA. PIEA is solely responsible for executing the projects which EDC and PIEA determine their involvement is most appropriate.

H. **Loan Corporation**

1. EDC shall provide staffing and support to the Loan Corporation and its existing small business loan programs.
2. EDC shall assist Loan Corporation in establishing loan programs, innovative loan structures, and revolving fund programs as directed by the City. Funds for these programs will be provided separately by the City from time to time.

I. **ProspectUS Plan Management**

The EDC will be responsible for the implementation of the ProspectUS Plan. The EDC shall hire a ProspectUS Plan Manager at the level of a director to be dedicated to and responsible for coordinating implementation efforts across a variety of stakeholders, including but not limited to: City of Kansas City staff, neighborhood leaders, developers, other EDC staff, and the ProspectUs advisory group. EDC shall also establish the ProspectUS advisory group to be appointed by the president and CEO of the EDC. The EDC shall provide technical assistance and coordination services for the advisory group to meet regularly; advise on prioritizing nodes for development within the plan, monitor the implementation strategy for the Plan; and make additional recommendations regarding implementation of the Plan.

J. **Other Activities**

EDC shall conduct the following activities as necessary:

1. Carry out strategic initiatives adopted by the EDC Board of Directors.
2. Conduct a marketing program subject to the availability of funds.
3. Pursue non-City funding to help supplement resources available for business and economic development support.
4. Do and perform any and all other tasks necessary to fulfill the foregoing economic development services as assigned by the City Manager.
5. Act in the legislative interests related economic development initiatives of the City.
6. EDC shall update information about economic development incentive areas and projects using the City's GIS system.
7. EDC shall secure and maintain membership in the Kansas City Area Development Council on the City's behalf.
8. **Retention of Additional Revenue.** Any additional revenue, grants, or funds received by the EDC from third-party sources in connection with the services performed under this Contract shall remain the sole property of the EDC. Such additional revenue shall not reduce, offset, or otherwise impact the fee payable by the City under this Contract.

3. **Records and Reports.** The EDC shall submit the required records and reports in compliance with the following procedures:

A. **Administrative Reports and Initiatives**

1. Digital Solutions

a. Maintain computer hardware/software necessary to track and report project activities and program outcomes of the EDC and each of the Economic Development Agencies and provide the City with user access to any such computer hardware/software containing project related data and/or databases, not otherwise deemed confidential.

b. Cooperate with the City in executing any associated licenses or agreements needed to provide such access or implement improvements to such processes/systems.

2. Accounting

a. Adopt and use generally accepted accounting principles in EDC and Economic Development Agency's fiscal record keeping.

b. Use its best efforts to obtain all equipment and materials for use in the performance of its services under this Contract at the lowest possible cost and to purchase such equipment and materials by means of a system of competitive bidding whenever required by law or whenever practical. The EDC shall identify, label, protect and release to City at the termination of this Contract, all non-expendable equipment purchased with funds provided under this Contract.

3. Institutional

a. Provide reasonable efforts to facilitate and cooperate with all monitoring, legislative approval, and evaluation activities conducted directly or through contract by the City relative to activities described herein and bound by this Contract, including, but not limited to:

i. preparing and submitting necessary ordinances and staff reports on behalf of the Economic Development Agencies to the City for consideration.

ii. providing full access to the project site, files, and relevant due diligence work and programmatic and fiscal records to authorized representatives of the City or to other persons as may be designated from time to time by the City, provided that full client confidentiality is maintained.

B. **Annual Reporting:** Annually, the EDC shall submit and present the following information at Business Session, at a time agreed upon with the Office of City Manager, for the full City Council prior to annual budget adoption:

1. Mission, Vision, and Strategic Objectives of the EDC; and

2. Organizational overview outlining the organization structure at the EDC; and

3. Outline of any initiatives and accomplishments of the broader organization; and

4. Executive Summary of the accomplishments achieved in the past year by each business unit in accordance with targeted development efforts including the following details as available:
 - a. Business Attraction & Retention
 - i. Business Attraction Summary: Confirmed Company Titles, Total FTE Jobs Created, Average Annual Wages, Total Investment, Incentives Summary, Metrics by Industry, MBE/WBE Investment, etc.
 - ii. Business Retention Summary: Feedback summary from established channel, retention project summary, etc.
 - iii. Project Pipeline Overview: Summary of marketing initiatives, market development with partnering agencies (utility providers, talent development and education organizations, regional economic development stakeholders, etc.), outreach performance indicators, prospective economic activity, etc.
 - b. Development & Redevelopment
 - i. (Re)Development Summary: Development Scope Summary (including incremental housing, commercial space, etc. enabled), Incentive/Investment Summary by Development Type, Projects by Council District, Historic Preservation highlights, MBE/WBE Investment, etc.
 - ii. Project Pipeline Overview: Summary of prospective development, feedback summary from established channel, etc.
 - c. Entrepreneurial Support
 - i. Program Summary: Outline of investments in and results from entrepreneurial support programs, summary of capability building, etc.
- C. **Monthly Status Reports:** The EDC shall meet monthly with appointees of the City Manager and Mayor to verbally report and provide a report including the following:
 1. Business Retention & Attraction: Summary of outreach objectives, market development initiatives, active and prospective attraction and retention projects, and industry feedback; and
 2. (Re)Development: Summary of active (re)development projects including location, incentive ask, project purpose/scope, timeline, status, and number of applications received; and
 3. Total investment for new projects; and
 4. Total number of projects approved by the EDC with the following detail, if applicable:
 - a. Project title, site location, council district, project renderings, incentives awarded, public purposes summary, jobs created, and projected construction completion date.
- D. **Quarterly Reporting:** Provide quarterly performance reports demonstrating progress

toward the achievement of the annual performance indicators as shown in Exhibit B. Report should include project or company name along with relevant performance indicator data.

E. **Records Maintenance:** The EDC shall capture, maintain, and report, upon request of the City, the following records:

1. For all incentive applications received - Application Received Date, Financial Analysis Delivery Date, Statutory Agency Hearing Date, Statutory Agency Approval Date and Resolution Number (if applicable), and City Council Approval Date (if applicable).

F. The EDC shall assist all Economic Development Agencies and ensure that they annually on or before May 1st, report in writing to the city manager on the number of waivers the city incentive agency has granted pursuant to Code § 3-437 subsection (b). The report shall identify each project for which a waiver was granted, along with a description of the incentive provided to the project.

4. Additional Compliance Provisions.

A. **Sunshine Law:** Notwithstanding any other provision of this agreement, EDC and the City acknowledge that the EDC must comply with the Sunshine Law.

5. Time of Performance. This Contract is to begin May 1, 2026, and shall terminate on April 30, 2027.

6. Method of Payment.

A. The City shall pay the EDC for costs incurred in providing the services specified herein in a total amount of \$5,196,000.00. The City agrees that the total fee payable to the EDC shall be front-loaded and distributed as shown on the Payment Schedule attached hereto Exhibit C and made a part hereof. The EDC shall submit requests for payment to the City on a monthly basis, and each monthly payment shall be calculated and disbursed in accordance with the applicable portion of the front-loaded fee structure as referenced in the Payment Schedule attached hereto as Exhibit C. \$150,000 shall be specifically used by the EDC to secure and maintain membership on behalf of the City in the Kansas City Area Development Council as provided for in Section 2 Subsection H(7) of this Contract and will be invoiced and paid separately. The \$150,000.00 shall be paid within ninety (90) days of receipt of an invoice from the EDC for that purpose.

B. The EDC will be responsible for fundraising 10% of their total from non-City sources. For the purposes of this requirement, 'pass-through' funds provided by the City for the City's annual membership in the Kansas City Area Development Council and the support of Launch KC will not be considered as part of the EDC's total budget.

C. The City shall pay the EDC an additional \$166,000.00 to be used specifically for the implementation of Section 2.I. This amount shall be included in the requests for payment on a monthly basis.

D. It shall be a condition precedent to payment of any invoice from the EDC that it is in compliance with, and not in breach or default of, all terms, covenants, and conditions of this Contract, and that the EDC be current with its monthly, quarterly, and annual reporting requirements to the City as described in this Contract. If damages are

sustained by the City as a result of breach or default by EDC, City may withhold payment(s) to the EDC for the purpose of set off until such time as the exact amount of damages due to the City from the EDC may be determined.

7. **Notices.** All notices required by this Contract shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier or facsimile to the following:

A. If to the City:

City Manager
414 East 12th Street, 29th Floor
Kansas City, Missouri 64106
Fax:(816) 513-1363

With a copy to: City Attorney
414 E. 12th Street, 23rd Floor
Kansas City, Missouri 64106
Fax: (816) 513-3133

B. If to EDC:

Economic Development Corporation
300 Wyandotte, Suite 400
Kansas City, Missouri 64105
Attention: Tracey Lewis
President/CEO
Fax: (816) 221-0189

With a copy to: Ebonie Davis
The Davis Law Office, LLC
3901 Main Street, Ste 202
Kansas City, MO 64111
Direct 913-206-6093

All notices are effective on the date mailed or deposited with courier.

8. **Representations and Warranties.** The City and the EDC each represent and warrant that they have the power and authority to execute and deliver this Contract, to use the funds as contemplated hereby and to perform this Contract in accordance with its terms.
9. **Binding Effect.** This Contract shall be binding upon the parties hereto and upon their successors in interest.
10. **Modification.** Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified, or amended except by written amendment signed by the City Manager and the EDC.
11. **Audit.**
- A. The City shall have the right to audit this Contract and all books, documents, and records relating thereto. The books, documents, and records of EDC in connection with

this Contract shall be made available to the City Manager or City Auditor within ten (10) days after the written request is made. The City will also have the right to audit the Economic Development Agencies, and towards that end, the EDC will use its best efforts to include the City's right to conduct audits in the EDC's agreements with each of the Economic Development Agencies.

- B. The EDC shall maintain all its books, documents, and records relating to this Contract during the contract period and for three (3) years after the date of final payment.
- C. The EDC and the Economic Development Agencies will engage in an independent annual audit of the books and records of each agency utilizing the City's external audit firm. The EDC and the Economic Development Agencies shall submit to the City the financial audit reports when complete.
- D. The EDC shall cooperate with and participate in all monitoring and evaluation activities conducted by the City relative to this Contract.
- E. The City recognizes and agrees that the Economic Development Agencies have independently appointed boards or commissions, and that the EDC expressly does not assume any fiduciary duties with respect to their finances or audits, except as may be explicitly contracted for in agreements between the EDC and each such Economic Development Agency.

12. Termination of Contract; Default and Remedy.

- A. The City may, at any time upon material default and providing thirty (30) days' notice to the EDC, terminate this Contract in whole or in part. If this Contract is terminated by the City, the City shall be liable under the payment provisions of this Contract only for payment for services rendered before the effective date of termination. The EDC may terminate this Contract upon thirty (30) days' notice to the City if the City is in material breach of this Contract and fails to cure the breach before the end of the thirty (30) day notice period.
- B. If this Contract is terminated prior to EDC's completion of the services to be performed hereunder, all work or materials prepared or obtained by EDC pursuant to this Contract shall become the City's property.
- C. In addition to the remedy set forth in Section 12A, if the EDC is in default or breach of any provision of this Contract, the City may suspend EDC's performance, withhold payment, or invoke any other legal or equitable remedy after giving the EDC notice and thirty (30) days to correct such default or breach, which may be extended for a reasonable period upon request by the EDC and at the City's discretion. Upon cure of any default or breach in manner satisfactory to the City, notwithstanding any other terms of this Contract, the City shall resume payments to the EDC.

13. Affirmative Action; Minority and Women's Business Enterprise; Construction Employment.

- A. **Affirmative Action.** The EDC shall establish and maintain for the term of this Contract an affirmative action program or policy consistent with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto to the extent that City's Code requires it to comply or, if not so

required by the City's Code, shall adopt an affirmative action policy and plan which complies with the City's goals. The EDC will not discriminate against any employee or applicant for employment because of the person's race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity, or age in a manner prohibited by Chapter 3.

- B. **Minority and Women's Business Enterprise.** The City has established the Minority and Women's Business Enterprise Program ("**MBE/WBE Program**") in order to ensure that MBEs/WBEs have equal opportunity to participate in taxpayer subsidized contracts, subcontracts, and procurements. The EDC will adopt and implement an MBE/WBE policy that is consistent with the applicable provisions of Chapter 3, Code of Ordinances, and the rules and regulations adopted pursuant thereto, as may be amended from time to time to the extent that the City's Code requires them to comply. The EDC will work collaboratively with the City's Civil Rights and Equal Opportunity Department to comply with the provisions of the City's MBE/WBE Program, including, but not limited to, implementing the appropriate goal setting process to review contract opportunities for participation and segmentation on a contract by contract basis with analysis of the available and capable MBEs and WBEs, maintaining the appropriate documentation to demonstrate the participation achieved and whether good faith efforts are substantiated, and developing and issuing a report for MBE and WBE participation to show compliance with the City's MBE/WBE Program. EDC will submit annual reports of MBE/WBE participation to the City Manager and/or his designee(s) by April 1 of each year.
 - C. **Construction Employment.** The City has established a construction employment program, also known as the workforce utilization program; for the purpose of ensuring that minorities and women are not discriminatorily denied the opportunity to work under taxpayer subsidized construction contracts and subcontracts. As applicable, the EDC will work with the Economic Development Agencies to comply with the workforce utilization program.
 - D. **Coordination with Economic Development Agencies.** The EDC will assist the Economic Development Agencies in adopting affirmative action programs and policies, minority and women's business enterprise programs and policies, and construction employment programs and policies that are consistent with the City's programs as enacted in Chapter 3, Code of Ordinances and are to the greatest extent possible uniform in their application across agencies. The EDC will address these matters in agreements with each such Economic Development Agency to be executed separately from this Contract. The EDC will designate a staff member to assist the Economic Development Agencies in administering programs and policies, and to serve as a liaison to the City's Civil Rights and Equal Opportunity Department.
- 14. **Employment and Recruitment.** The EDC will maintain a policy requiring all employees, within twelve (12) months of their employment, to establish and maintain their primary residences/domiciles within the corporate limits of Kansas City, Missouri. The EDC shall provide the City with a list of all employees and their current addresses upon request.
 - 15. **Procurement Process.** When entering into contracts funded in whole or in part through this Contract, EDC will follow procurement procedures that are consistent with the

procurement procedures of the City. The EDC, in its role of assisting the Economic Development Agencies in the fulfillment of their purposes, as contemplated by this Contract, will utilize its best efforts to ensure that the Economic Development Agencies follow the procurement procedures required or authorized by their respective governing statutes, or, if none, seek to cause them to adopt and implement procurement procedures consistent with the procurement procedures of the City, and address such matters in individual agreements to be executed separately from this Contract with each Economic Development Agency. EDC shall utilize best efforts to ensure that professional services are formally reviewed no less than every 5 years.

16. Americans with Disabilities Act. EDC agrees to comply with the provisions of 42 U.S.C. §§ 1201, *et seq.*, as well as 28 C.F.R Part 35 and 29 C.F.R. Part 1630, as applicable, (Americans With Disabilities Act), as amended from time to time during the course of this Contract.

17. Obtaining Professional Services.

A. In accordance with Section 2-83 of the Code of Ordinances of the City of Kansas City, Missouri, the EDC shall not contract for professional services with any architect, engineer or other professional, exclusive of medical doctors or appraisers, who, at the time of the issuance of the contract or during the course of employment with the EDC serves as an expert witness for any party in litigation against the City.

B. In accordance with Section 2-83 of the Code of Ordinances of the City of Kansas City, Missouri, the EDC shall not contract for professional services with any attorney who, at the time of the issuance of this Contract or during the course of his or her retention by the EDC, either in an individual or firm capacity, represents any party in litigation against the City, exclusive of representation in Municipal Court, exclusive of those attorneys employed by a not-for-profit legal services corporation, and exclusive of where the City is named as a nominal defendant.

C. Prior to engaging any individual or firm for professional services, the EDC will require each such individual or firm to certify that they are current with respect to payment of City earnings and/or profits tax that may be due to the City. Ongoing compliance with payment of City earnings and/or profits tax shall be a condition of continued engagement of any such individual or firm by the EDC, except for the existence of circumstances constituting a good faith dispute or appeal of alleged tax liability.

18. Financial Disclosures of Board. The EDC will advise the members of its Board of Directors and the Economic Development Agency Board Members as to the provisions of Chapter 2, Article XV, Code of Ordinances, as the same may be amended and recodified from time-to-time and shall require that its members be advised of their obligation to file the annual conflict of interest disclosure report.

19. No Gratuities and Kickbacks. The provisions of City's Code Section 3-303, prohibiting gratuities to city employees, and kickbacks by subcontractors, and Code Sections 3- 307 and 3-309, imposing sanctions for violations, shall apply to this Contract.

A. Gratuities. The EDC certifies that it has not and will not offer or give any City employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract

requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any solicitation or proposal therefor.

- B. Kickbacks. The EDC certifies that no payment, gratuity, offer of employment or benefit has been or will be made by or on behalf of or solicited from a subcontractor under a contract to EDC, or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.
20. **Prohibition against Contingent Fees.** The provisions of City's Code Section 3-305, prohibiting the retention of persons to solicit contracts for contingent fees, and Code Sections 3-307 and 3-309, imposing sanctions for violations, shall apply to this Contract. The EDC certifies that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the EDC for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
21. **Assignability or Subcontracting.** The EDC shall not subcontract, assign, or transfer any part or all of its obligations or interests without the City's prior written approval. If the EDC subcontracts, assigns, or transfers any part of its interests or obligations under this Contract without the prior approval of City, it shall constitute a material breach of this Contract.
22. **Independent Contractor Status.** The EDC is an independent contractor and is not the City's agent with respect to all services performed under this Contract. The EDC accepts full and exclusive liability for the payment of any and all premiums, contributions or taxes for workers' compensation, Social Security, unemployment benefits, or other employee benefits now or hereinafter imposed under any state or federal law which are measured by the wages, salaries or other remuneration paid to persons employed by the EDC on work performed under the terms of this Contract. The EDC shall defend, indemnify, and save harmless City from any claims or liability for such contributions or taxes. Nothing contained in this Contract, nor any act of the City or the EDC, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship with City. The EDC is not the City's agent and the EDC has no authority to take any action or execute any documents on behalf of the City except as expressly authorized.
23. **Compliance with Laws.** The EDC shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work. The EDC, at its own expense, shall secure all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Contract. This Contract is governed by the laws of the state of Missouri.
24. **Tax Compliance.** The EDC shall comply with all relevant Federal, State, and City tax laws, regulations, and ordinances and shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the

City making the first payment under this Contract, or with any contract renewal.

- 25. Waiver.** Waiver by the City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other terms, covenant, or condition. No term, covenant, or condition of this Contract can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by the EDC to which the same may apply. Until complete performance by the EDC of such term, covenant or condition, the City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.
- 26. Rights and Remedies Cumulative and Not Exclusive.** All rights and remedies granted to each Party herein and any other rights and remedies which it may have at law and in equity are hereby declared to be cumulative and not exclusive. The fact that either Party may have exercised any remedy without terminating this Contract shall not impair such Party's rights thereafter to terminate or to exercise any other remedy herein granted, or to which such Party may be otherwise entitled.
- 27. Merger.** This Contract, including any attachments and incorporated documents, constitutes the entire agreement between the City and the EDC with respect to this subject matter.
- 28. Insurance.**
- A. The EDC shall procure and maintain in effect throughout the duration of this Contract 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 course of the services covered by this Contract, the EDC shall supply such insurance at City's cost. Policies containing a Self-Insured Retention are unacceptable to City.
 - B. 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 CG20 10, current edition, or its equivalent.
 - C. Workers' Compensation Insurance: as required by statute, including Employees Liability with limits of:
 - 1. Workers' Compensation: Statutory
 - 2. Employers Liability: \$1,000,000 accident with limits of \$1,000,000
 - 3. Disease-policy: \$1,000,000 disease limit, each employee
 - D. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided

shall be on an "any auto" basis and written on an "occurrence" basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by EDC.

- E. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.00.
 - 1. If applicable, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - F. The policies listed above may not be canceled until after ten (10) days written notice of cancellation to the City ten (10) days in the event of non-payment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that the City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. The EDC shall provide to the City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds. The certificate shall be in a form that is acceptable to the City.
 - G. All insurance coverage must be written by companies that have an A.M. Best's rating of "13+V" or better and are licensed or approved by the State of Missouri to do business in Missouri.
 - H. Regardless of any approval by the City, it is the responsibility of the EDC 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. In the event of the EDC's failure to maintain the required insurance in effect, the City may order the EDC to immediately stop work and may pursue its remedies for breach of this Contract as provided for herein and by law.
- 29. Indemnification.** The EDC shall 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 this Contract, caused in whole or in part by the EDC, its employees, agents, or subcontractors, or others for whom the EDC is liable. Any obligation under this subsection on the part of the EDC with respect to indemnification shall be limited to the coverage and limits of insurance that the EDC is required to procure and maintain under this Contract. The EDC shall not be obligated to

indemnify the City for acts or actions of the City which constitute gross negligence or willful misconduct.

- 30. Privileged Communication.** In undertaking actions or activities on behalf of the City or pursuant to this Contract, EDC staff may receive or be included in attorney-client privileged communications with legal counsel for the City. EDC and the City recognize that employees of the EDC are acting in a capacity that is functionally equivalent to acting as an employee of the City and that limited inclusion in attorney-client privileged communications is for the purpose of obtaining effective legal assistance to effectuate the tasks contemplated in this agreement. EDC shall ensure that any communication with or from legal counsel for the City is kept confidential and not shared, either in writing or orally, with any parties outside the City without the express written permission of the City Attorney, City Manager, or City Council, or upon a court order. EDC shall ensure that all EDC staff are trained on this requirement.
- 31. Further Negotiation- CCED Board.** In addition to the scopes of work outlined in this Contract, the Parties agree to work in good faith to negotiate a separate Central City Economic Development Board Agreement to address the administration of certain Central City Economic Development Board activities.
- 32. Fund Balance Reserve.** Pursuant to Code of Ordinances of Kansas City, Missouri §2-1954(f)(9), the EDC shall maintain a fund balance reserve of no less than seventeen percent (17%) of operating expenditures. Fund balance reserve is defined as the difference between an agency's assets plus deferred outflows of resources and its liabilities plus deferred inflows of resources at fiscal year-end using GAAP basis financial statements. In the event EDC is not in compliance with this fund balance reserve minimum requirement, the agency will develop and implement a plan to achieve compliance with the fund balance reserve minimum within one year and submit that plan to the City.

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IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives the day and year first above written.

CITY OF KANSAS CITY, MISSOURI

A Constitutionally Chartered Municipal Corporation of the State of Missouri

By:

Mario Vasquez,
City Manager

Approved as to form:

Emalea Kohler,
Assistant City Attorney

CITY DIRECTOR OF FINANCE CERTIFICATION OF AVAILABILITY OF FUNDS

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

By:

Brenton Siverly, Director of Finance

THIS CONTRACT REQUIRES YOU TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY FROM ANY ACTS OR OMISSIONS IN CONNECTION WITH THE CONTRACT.

ECONOMIC DEVELOPMENT
CORPORATION OF KANSAS
CITY, MISSOURI

By:

Andrea Bough, Chair of the Board of
Directors

ATTEST:

By:

La'Sherry Banks,
Secretary

APPROVED:

By:

Tracey Lewis
President/ CEO

EXHIBIT A
APPROVED BUDGET

EXHIBIT A
2026-27 EDC BUDGET

Economic Development Corporation of Kansas City
FY 2026 - 2027 Operating Budget



		FY 2026-2027 EDC Proposed
1	REVENUES	
2	City Funds	\$ 5,196,000
3	CCED Fees	30,000
4	Open Doors Revenues	44,000
5	Funding Agreement Fees	163,000
6	Chapter 100 Fees	48,000
7	KCIC Fees	12,000
8	LCRA Fee Revenues	136,353
9	IDA Rent and Fees	60,000
10	PIEA Rent	34,574
11	Total Public/Private Revenue	\$ 5,723,927
12	Miscellaneous Income	\$ 53,073
13	Loan Corp SBA revenue	62,885
14	Total - Other Revenue	\$ 115,958
15	TOTAL REVENUE	\$ 5,839,885
16	EXPENDITURES	
17	Compensation & Benefits	\$ 3,472,145
18	Launch KC expenses	165,000
19	Project analysis expenses	100,000
20	Rent & utilities	299,704
21	Marketing & community engagement	224,678
22	Outside consultants	247,846
23	Legal services	155,000
24	Computer equipment and software	251,723
25	Contributions & sponsorships	287,401
26	Travel, training and business expenses	307,939
27	General insurance	50,923
28	Office supplies & office expenses	72,000
29	Telephone / cell phone expense	31,500
30	Other miscellaneous expenses	51,275
31	Accounting software conversion	57,750
32	Life Cycle - computer equipment	25,000
33	Facility & equipment upgrades, etc.	40,000
34	TOTAL EXPENDITURES	\$ 5,839,885
35	Net Income/(Loss)	\$ 0

EXHIBIT B
PERFORMANCE INDICATORS

Land Development Performance Indicators

1. Time in Process: Goals are established as follows for the various programs under the umbrella of the Economic Development Corporation:
 - a. Tax Increment Finance 20 weeks from application to introduction for Council consideration.
 - b. Tax Abatement Programs:
 - i. New Plan Areas 16 weeks from application to introduction for Council consideration.
 - ii. Projects within existing plan areas: 10 weeks from application to introduction for respective board consideration.
 - c. Chapter 100: 12 weeks from application to introduction for consideration by the City Council.
 - d. The EDC shall not be held in default for any delay in satisfying goals referenced in subparagraphs (a)-(c) above if such delay is due to circumstances beyond its reasonable control, including but not limited to delays cause by the City failing to introduce a properly submitted, correct ordinances. In such cases, appropriate extensions to performance timelines shall be granted, as mutually agreed upon by the Parties in writing.
2. Invested Dollars: Goal of \$600 million in investment unlocked through engagement with EDC.
3. Project Incentive Share: Goal of less than 20% incentive dollars to total investment (exclusive of public improvements or interest expenses).

Business Development Performance Indicators

1. Outreach Targets: Goal of 30 businesses engaged with interest in relocating to Kansas City
2. New Jobs and Wages: Goal of 500 new FTE positions or an increase in total payroll of \$30 million within Kansas City generated through outreach and engagement with EDC.

Entrepreneurial Support Performance Indicators

1. Entrepreneurs & Early-Stage Companies Supported: Goal of 30 companies supported with funding and/or technical assistance.
2. Events: Goal of 10 events annually that directly support and/or promote entrepreneurs & early-stage companies.
3. 100 net new jobs from companies associated with EDC entrepreneurial support activities.
4. \$40 million in follow on investment from companies supported by LaunchKC, Social Venture Studios, or other EDC associated accelerators.

EXHIBIT C
PAYMENT SCHEDULE

<u>Month</u>	<u>Core Contract Payment</u>	<u>ProspectUS</u>	<u>Total Monthly Payment</u>
<u>May-26</u>	<u>\$560,666.67</u>	<u>\$13,833.33</u>	<u>\$574,500.00</u>
<u>Jun-26</u>	<u>\$560,666.67</u>	<u>\$13,833.33</u>	<u>\$574,500.00</u>
<u>Jul-26</u>	<u>\$560,666.67</u>	<u>\$13,833.33</u>	<u>\$574,500.00</u>
<u>Aug-26</u>	<u>\$560,666.67</u>	<u>\$13,833.33</u>	<u>\$574,500.00</u>
<u>Sep-26</u>	<u>\$560,666.67</u>	<u>\$13,833.33</u>	<u>\$574,500.00</u>
<u>Oct-26</u>	<u>\$560,666.67</u>	<u>\$13,833.33</u>	<u>\$574,500.00</u>
<u>Nov-26</u>	<u>\$280,333.33</u>	<u>\$13,833.33</u>	<u>\$294,166.66</u>
<u>Dec-26</u>	<u>\$280,333.33</u>	<u>\$13,833.33</u>	<u>\$294,166.66</u>
<u>Jan-27</u>	<u>\$280,333.33</u>	<u>\$13,833.33</u>	<u>\$294,166.66</u>
<u>Feb-27</u>	<u>\$280,333.33</u>	<u>\$13,833.33</u>	<u>\$294,166.66</u>
<u>Mar-27</u>	<u>\$280,333.33</u>	<u>\$13,833.33</u>	<u>\$294,166.66</u>
<u>Apr-27</u>	<u>\$280,333.33</u>	<u>\$13,833.37</u>	<u>\$294,166.70</u>
	<u>\$5,046,000.00</u>	<u>\$166,000.00</u>	<u>\$5,212,000.00</u>
<i>Separate invoice</i>	<u>\$150,000.00</u>		
		<u>Total City Allotment</u>	<u>\$5,362,000.00</u>