



Agenda - Final

Finance, Governance and Public Safety Committee

Katheryn Shields, Chair
Heather Hall, Vice Chair
Ryana Parks-Shaw
Melissa Robinson
Lee Barnes
Kevin McManus

Wednesday, February 8, 2023

10:30 AM

26th Floor, Council Chamber

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>

Barnes Jr.

230128

Sponsor: Councilmember Lee Barnes, Jr.

Reducing the Contingent Appropriation by \$1,222,000.00 in the General Fund; appropriating \$1,222,000.00 to the Economic Development Corporation in the General Fund; authorizing a contract amendment for \$1,222,000.00 with the Economic Development Corporation of Kansas City, Missouri for a total contract amount not to exceed \$4,199,500.00 for the purpose of providing funds for certain development and redevelopment activities; and designating requisition authority.

Attachments: [Docket Memo 230128](#)

[EDC Budget Finance Council Presentation](#)

[EDC Annual Contract 2022-23- Amended 2.23 \(003\)](#)

[230128 CS TO ORG ORD - COM](#)

Parks-Shaw

230129

Sponsor: Councilmember Ryana Parks-Shaw

Directing the City Manager to present a funding plan that will result in the City

contributing \$30 million from Unappropriated Fund Balance for the purpose of funding the local strategies outlined in the Blueprint for Violence Prevention and Healthy Communities and directing the City Manager to present the funding plan to Council before or at the same time as the presentation of the annual budget, if possible, but in no event any later than 24 hours prior to the first public budget meeting.

Attachments: [Docket Memo 230129](#)
[Resolution 230129](#)
[Blueprint Res 230129 presentation](#)

HELD IN COMMITTEE

O'Neill

[230058](#) Sponsor: Councilmember Kevin O'Neill

Amending Chapter 2, Code of Ordinances, Section 2-1104 to provide for paid leave for dependent care.

Attachments: [2677com](#)
[No fact Sheet](#)
[Docket Memo 230058](#)
[230058 cs to org ord-com](#)

ADDITIONAL BUSINESS

1. There may be a general discussion regarding current Finance Governance and Public Safety 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

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

public.testimony@kcmo.org.

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

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

- Live Stream on the city's website at www.kcmo.gov
- Live Stream 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 #: 230128

ORDINANCE NO. 230128

Sponsor: Councilmember Lee Barnes, Jr.

Reducing the Contingent Appropriation by \$1,222,000.00 in the General Fund; appropriating \$1,222,000.00 to the Economic Development Corporation in the General Fund; authorizing a contract amendment for \$1,222,000.00 with the Economic Development Corporation of Kansas City, Missouri for a total contract amount not to exceed \$4,199,500.00 for the purpose of providing funds for certain development and redevelopment activities; and designating requisition authority.

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 economic productivity of real property within the City; and

WHEREAS, the Mayor and Council desire that 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, Ordinance No. 220511 authorized a contract with the Economic Development Corporation not to exceed \$2,977,500.00 for the purpose of providing funds for certain development and redevelopment activities; and

WHEREAS, the EDC has seen a reduction in City funding and TIF revenues while continuing to provide the same level of service and incurring increased costs; and

WHEREAS, without additional funds the EDC will not be able to meet payroll or fill any open positions; 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 amendment in the amount of \$1,222,000.00 with the Economic Development Corporation of Kansas City, Missouri for the purposes contemplated herein. A copy of the contract amendment in substantial form is attached hereto.

Section 2. That the appropriation in the following account of the General Fund is reduced by the following amount:

23-1000-179990-B-619960	Contingent Appropriation	\$1,222,000.00
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Section 3. That the sum of \$1,222,000.00 is hereby appropriated from the Unappropriated Fund Balance of the General Fund to the following account:

23-1000-129998-X-902215	Transfer to the Economic Development Fund	\$1,222,000.00
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Section 4. That revenue in the following account of the Economic Development Fund is hereby estimated in the following amount:

23-2215-120000-501000	Transfer from the General Fund	\$1,222,000.00
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Section 5. That the sum of \$1,222,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Economic Development Fund to the following account in the Economic Development Fund:

23-2215-101701-B-619080	Economic Development Corporation	\$1,222,000.00
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Section 6. The City Manager or designee is hereby designated as requisitioning authority for Account No. 23-2215-101701.

..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.

Tammy L. Queen
Director of Finance

Approved as to form:

Emalea Black
Associate City Attorney

City of Kansas City, Missouri



Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: Mayor/Council's Office

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

Reducing the Contingent Appropriation by \$1,222,000.00 in the General Fund; appropriating \$1,222,000.00 to the Economic Development Corporation in the General Fund; authorizing a contract amendment for \$1,222,000.00 with the Economic Development Corporation of Kansas City, Missouri for a total contract amount not to exceed \$4,199,500.00 for the purpose of providing funds for certain development and redevelopment activities; and designating requisition authority.

Discussion

Click or tap here to provide more detailed information and analysis on this topic.

Fiscal Impact

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

2. What is the funding source?

Contingent Appropriation in the General Fund.

3. How does the legislation affect the current fiscal year?

This legislation reduces the Contingent Appropriation by \$1,222,000 in the General Fund.

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

The total contract amount is not to exceed \$4,199,500.

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

Click or tap here to provide fund name(s).

City of Kansas City, Missouri



Docket Memo

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

View the [FY23 Citywide Business Plan](#)

Which CWBP goal is most impacted by this legislation?

Infrastructure and Accessibility (Press tab after selecting.)

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

- Enhance the City's connectivity, resiliency, and equity through a safe, efficient, convenient, inclusive, accessible, sustainable and better connected multi-modal transportation system
- Develop environmentally sound and sustainable infrastructure strategies that improve quality of life and foster economic growth
- Increase and support local workforce development and minority, women, and locally-owned businesses
- Engage in efforts to strategically invest in the City's infrastructure and explore emerging technologies
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-

Prior Legislation

Ordinance No. 220511

Service Level Impacts

Click or tap here to provide fund name(s).

City of Kansas City, Missouri



Docket Memo

Other Impacts

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

Click or tap here to provide fund name(s).

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

Click or tap here to provide fund name(s).

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

Click or tap here to enter text.

4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?

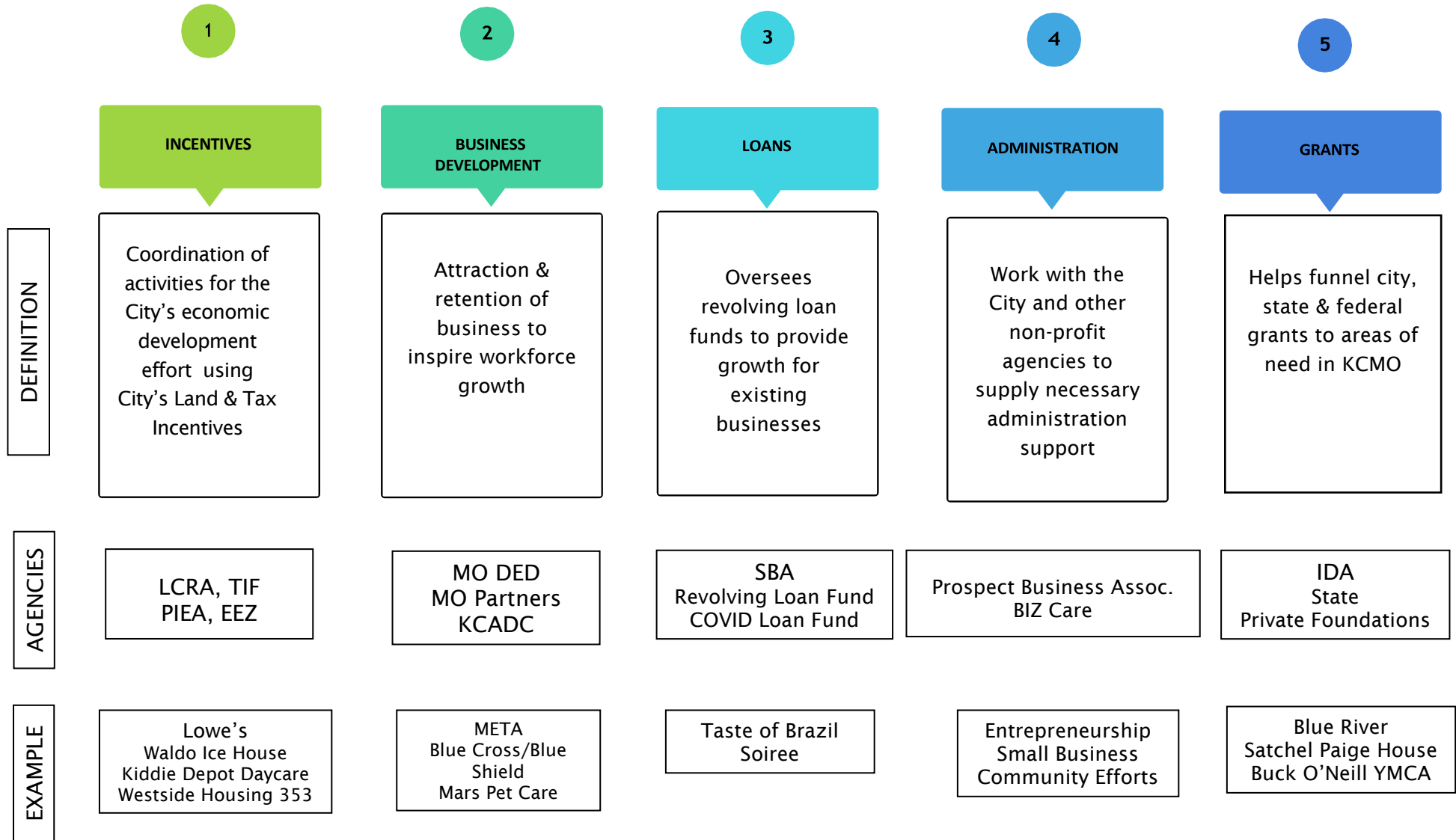
Click or tap here to provide fund name(s).

Click or tap here to provide fund name(s).

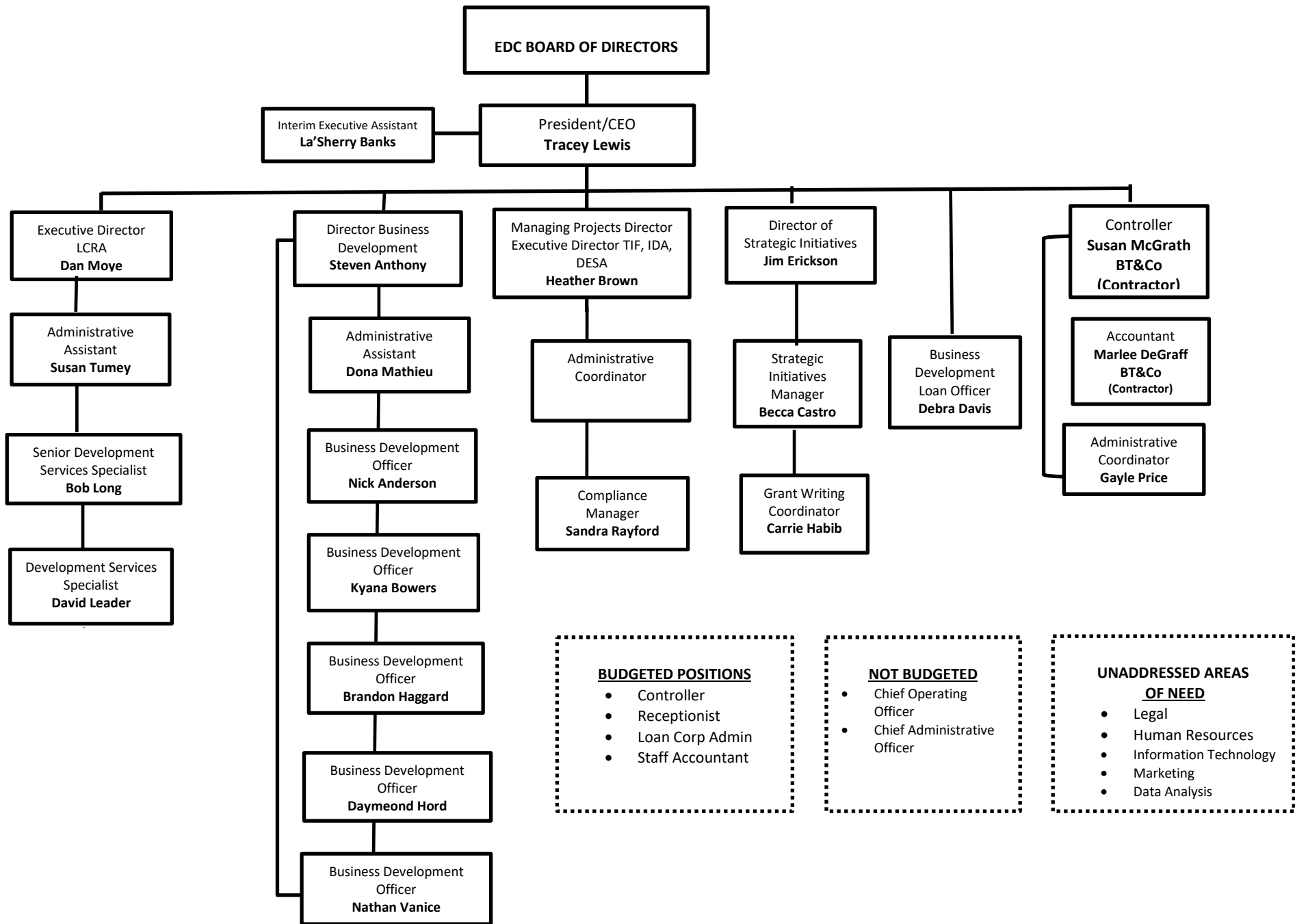
5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

Click or tap here to provide fund name(s).

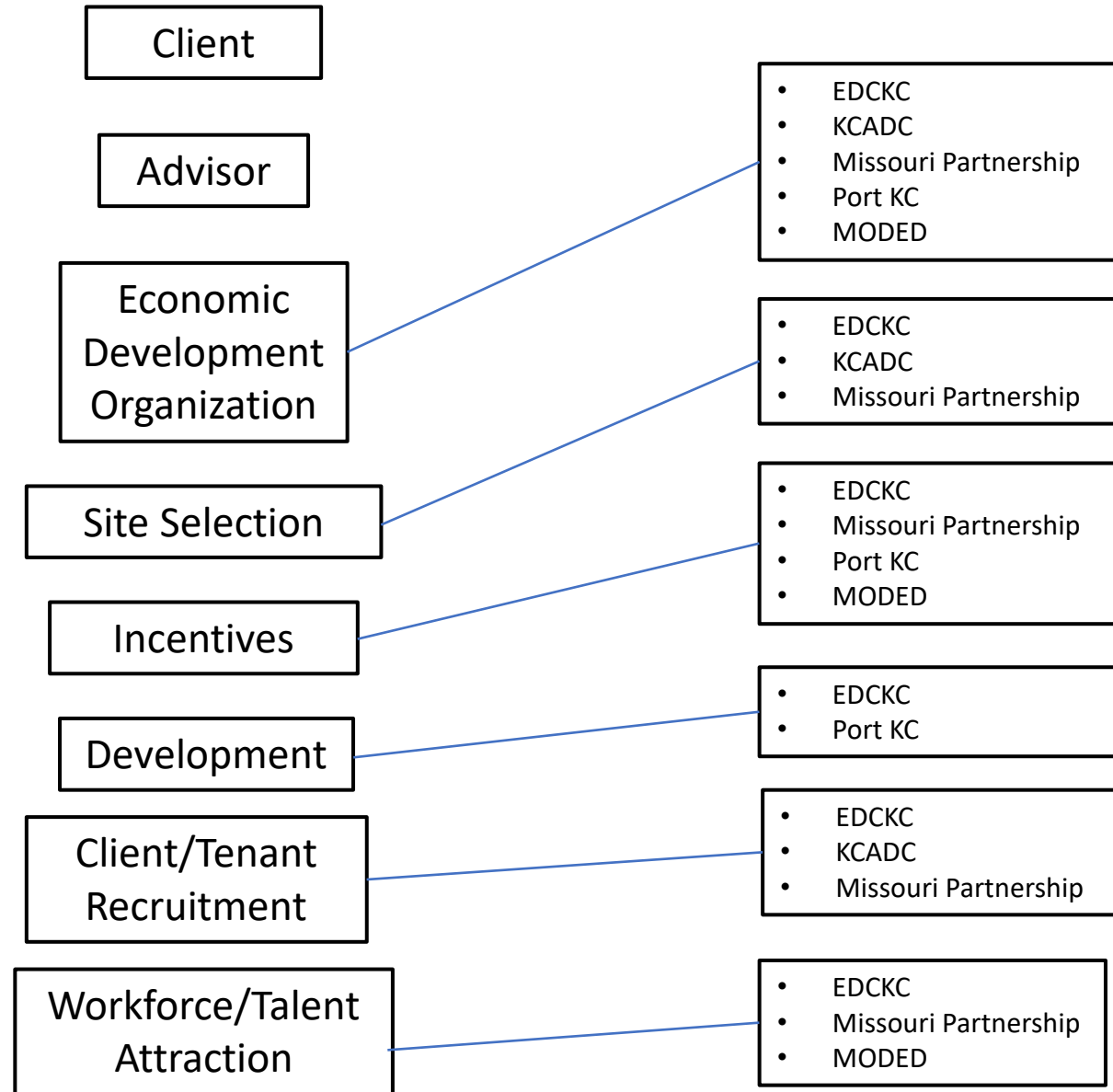
EDC BUSINESS MODEL



	2017	2018	2019	2020	2021	2022
Total from City	3,960,000	3,999,600	4,074,592	4,152,500	3,202,500	2,952,500
Percentage Change		1.01	1.02	1.02	0.77	0.92
Percent Change from 2020 to 2022						0.29
Compensation/Benefits	2,874,579	2,802,800	2,683,422	2,833,090	2,478,142	2,476,089
KCADC	200,000	200,000	200,000	200,000	200,000	0
Rent/Utilities	316,000	342,000	360,500	142,000	248,494	270,000
LaunchKC	42,000	50,000	55,000	65,000	35,000	35,000
The EDC 2022 contract (\$2, 952,500) down 29% from EDC's 2020 contract (\$4,142,500)						
City department's contracts are moving back to pre-covid levels.						
City employees received 8% raise in 2022.						
<u>EDC Staff count:</u>						
35 FTE's in 2017						
27 FTE's in 2022 (see org chart)						
19 employees in 2023						
EDC employees: 50% turnover since 2020						



Business Development Process



ORDINANCE NO. 220511 & ORDINANCE NO. 230128

CONTRACT

**CITY OF KANSAS CITY, MISSOURI AND
ECONOMIC DEVELOPMENT CORPORATION
Amended February __, 2023**

May 1, 2022 to April 30, 2023

THIS CONTRACT is made and entered into as of this ___ day of February 2023, 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**").

Recitals:

- A. The EDC is a Missouri not-for-profit corporation that is the driver for economic development in Kansas City, Missouri through coordinating the City's economic development efforts and opportunities;
- B. On behalf of the City, the 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 economic productivity of real property within the City;
- 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 Commission ("**TIF Commission**"), the Enhanced Enterprise Zone Boards ("**EEZ**"), the Industrial Development Authority ("**IDA**"), and the Kansas City Chapter 353 Advisory Board ("**353 Board**") (the foregoing agencies are hereinafter collectively referred to as the "**Economic Development Agencies**"), as well as providing support for Alt Cap CDFI, the Planned Industrial Expansion Authority ("**PIEA**"), the EDC Loan Corporation ("**Loan Corporation**"), Chapter 100, and Urban Agricultural Zone

activities or any other economic development projects requiring administration through the AdvanceKC process, and coordination of activities with 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, except with regards to TIF Commission, which matters are specifically addressed in Part II of this Contract rather than in a separate agreement to be executed by the EDC and TIF Commission; 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 Agreement ends. Prior to entering any such future agreements, the parties expect to establish key performance indicators, performance outcome measures, and a line-item budget.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

Part I- Special Contract Terms and Conditions

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 specifically 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.
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 and AdvanceKC program, the EDC agrees to:
 - a. Carry out its primary responsibility as the lead agency for economic development in Kansas City, Missouri through implementation of AdvanceKC, retention and expansion of existing businesses, development and implementation of strategic initiatives, stimulation of development of disadvantaged and opportunity areas, promotion of workforce development and job growth opportunities, work with partner agencies to stimulate entrepreneurship and small business and early stage business growth, recruitment of new business and investment, including business attraction efforts for targeted business sectors, and marketing of Kansas City, Missouri regionally, nationally and internationally, while maintaining committed leadership that facilitates and drives action to stimulate the local economy.
 - b. 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, as

well as the Economic Development Agencies, whether staffed by the EDC or otherwise. 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.

- c. Promote the EDC and its services to existing Kansas City, Missouri located companies and nonprofit organizations as part of the Enhanced Business Retention & Expansion Initiative. As a part of this effort, conduct ongoing business visits to obtain information about the business environment in the City, and communicate findings to City staff and elected officials in order to improve systems and processes that will make Kansas City more business friendly.
- d. Carry out strategic initiatives adopted by the EDC Board of Directors.
- e. As may be directed and funded by the City, conduct a marketing program designed to enhance the profile of Kansas City as a competitive business community and to communicate that profile regionally and nationally in conjunction with partners such as Kansas City Area Development Council, the Missouri Partnership, and the Missouri Department of Economic Development.
- f. Provide services to existing and potential businesses including: technical assistance consultation; access to local, state and federal incentive programs; small business financing and referral to other service providers; grants and programming for early stage companies, and the provision of demographic, economic and real estate information.
- g. Provide services to private sector and nonprofit developers including: consultation on available assistance programs and recommendation on pursuance of certain programs; and assistance in obtaining debt and equity financing, state or federal tax credits, tax abatements, tax increment financing, grants and other non-City sources of revenue or assistance.
- h. Actively participate with the City in the implementation of AdvanceKC, the City's comprehensive economic development strategy, and coordinating other general economic development project activities including project tracking, monitoring, and/or reporting and associated data collection as may be requested by the City Manager's Office. Provide technical assistance and communication support for proposed and enacted relevant state and federal economic development and business legislation.
- i. Provide support for the Economic Development 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 Economic Development Agencies (except with regards to the TIF Commission, which matters are specifically addressed in Part II of this Contract rather than in a separate agreement to be entered into by the EDC and TIF Commission), and work cooperatively with the Economic Development 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 Economic Development Agencies.

- j. 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.
- k. Do and perform any and all other tasks necessary to fulfill the foregoing economic development services as assigned by the City Manager.
- l. Provide the City with complete copies of any agreements and amendments thereto between the EDC and each of the Economic Development Agencies within 30 days after execution.
- m. 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 for the purposes of maintaining joint records necessary to track the status of projects through the duration of all incentives. Cooperate with the City in executing any associated licenses or agreements needed to provide such access, or implement improvements to such processes/systems.
- n. As directed by the EDC Board, pursue non-City funding to help supplement resources available for business and economic development support.

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

- a. EDC shall capture, maintain and report, upon request of the City, records for all incentive applications received including at a minimum - Application Received Date, Financial Analysis Delivery Date, AdvanceKC Agency Director Review Date, Statutory Agency Hearing Date, Statutory Agency Approval Date and Resolution Number (if applicable), and City Council Approval Date (if applicable)
- b. No later than quarterly on July 31, October 31, January 31, and April 30th the EDC shall submit and present to the City Council:

A detailed written description of any strategic initiative development and /or implementation, including any costs incurred by the EDC in connection with this strategic initiative development and implementation

- c. The EDC shall present annually for itself and shall cause each Economic Development Agency to present at Business Session for the full City Council “Key Performance Indicators” and results of strategic initiatives.
- d. At its discretion, the EDC may also schedule meetings with City Council members as appropriate to discuss progress regarding individual projects, strategic initiatives, policy issues or other pertinent items.
- e. Key Performance Indicators for the purposed of Section 2 above, shall include but not be limited to:
 - List of current active projects (which may be anonymous if subject to a non-disclosure agreement),
 - Number of jobs retained or created for KCMO Residents
 - Average Wages of jobs retained or created for KCMO Residents as compared to industry benchmarks
 - Projects that are in an AdvanceKC Target Sector,
 - project types
 - project locations (if known),
 - Educational, vocational, or workforce development or training benefits generated
 - Projects by council district
 - Projects by level of distress as delineated on the AdvanceKC Scorecard
 - AdvanceKC project scores,
 - Projects involving Historic Preservation and/or Brownfield Remediation
 - Housing units incented by MFI (30%, 40%, 50%, 60%, 70%, 80%, 90%, 100%, > 100%)
 - % of housing units deemed affordable or extremely affordable as a % of total units generated
 - Projects located in high transit corridors including existing and future streetcar and/or BRT
 - Projects by employer size,
 - Projected real and personal property investments amounts,
 - Amount of incentives approved including any negotiated PILOTs necessary to calculate funding for the Shared Success Fund,
 - % of public vs private participation for each project
 - Projects that comply with incentive caps and set aside requirements
 - % of statutory and % of capped incentives awarded to projects
 - amount of any additional redirected tax incentives awarded by the City,
 - List of applications that were determined to be ineligible for assistance or referred to an alternate provider, and
 - Total abated and redirected taxes by taxing jurisdiction

- f. Copies of written reports and presentations made to the City Council shall be provided to the City Manager's Office within 10 business days of submittal to the City Council.
 - g. The EDC shall submit to the City annually a copy of the EDC's payroll report for both the time-period of May 1, 2022 to April 30, 2023 and the time period inclusive of the terms of this Contract. This annual report shall be submitted on a calendar year basis and shall be provided to the City by no later than May 31, 2023. Work with the City's Office of Economic Development to update data collection, key performance indicators, management and reporting protocols to ensure that they are sufficient to implement the policies and programs of the Mayor, City Council and City Manager and that those protocols integrate tracking of metrics that measure the performance of actual economic development project results including, but not limited to, investment and job creation generated from all projects being reported pursuant to Section 3.b.ii.
 - h. Adopt and use generally accepted accounting principles in EDC's fiscal record keeping, and as appropriate or necessary in support of the Economic Development Agencies. 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.
 - i. 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, preparing and submitting necessary ordinances and staff reports on behalf of the Economic Development Agencies to the City for consideration, providing full access to the project site, files, and relevant due diligence work provided that full client confidentiality is assured, 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.
4. **Sunshine Law:** Notwithstanding the foregoing, 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, 2022 and shall terminate on April 30, 2023.
6. **Method of Payment.**
- a. The City shall pay the EDC for costs incurred in providing the services specified herein in a total amount which shall not exceed \$4,199,500 for the term of this Contract for services rendered as described above. The EDC shall submit requests for payment to the City on a monthly basis. The first ten (10) request shall be in the amount of \$248,125. The final two (2) requests shall be in the amount of \$859,125.
 - b. 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 the City from the EDC may be determined.

7. **Total Obligation under Agreement.** The total obligation which may accrue to the City under this Contract for the period commencing May 1, 2022 and ending April 30, 2023, subject to Section 5 of this Contract, is \$4,199,500.00, which consists of the amount set forth in the line item designating the City's contribution to the EDC on **Exhibit A**.
8. **Additional City Obligations.** As needed, the City will serve as a liaison between the EDC and the Economic Development Agencies to assist the EDC in coordinating their efforts and to assist in resolving any disputes that may arise between them. In the event of a dispute between the EDC and any of the Economic Development Agencies, the EDC will notify the City, which will initiate action thirty days following receipt of notice by the EDC and seek to resolve disputes within ninety days. Additionally, the City will provide staff to timely respond to requests for data or other information needed by the EDC and the Economic Development Agencies from the City in order to fulfill its obligations under this Contract.
9. **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:

Rosalie McNamara
Lathrop GPM LLP
2345 Grand Blvd, Suite 2200
Kansas City, MO 64108-2618
Direct 816.460,5604

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

10. **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.
11. **Binding Effect.** This Contract shall be binding upon the parties hereto and upon their successors in interest.
12. **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.
13. **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 will engage (i) an independent certified public accountant ("**CPA**") to conduct an audit or audits, and (ii) a qualified professional to analyze the EDC's internal control structures. The EDC will require the CPA and such qualified professional to furnish the City Auditor and City Manager with a copy of the audit or audits, copies of any management letters, reports, and copies of the EDC's responses to management letters within 30 days after completion of such audit and in no case later than the last effective day of this agreement. An audit, management letter and

response, shall be promptly provided to the City Auditor without the need for a special request. The City Auditor and the City Manager are authorized to make inquiries directly to the EDC's auditor and professionals engaged pursuant to this subsection (c), and the EDC shall require the EDC's auditor and professionals to respond completely to such questions. Notwithstanding the foregoing, in the event of litigation, the EDC reserves all rights and privileges granted to an auditor and its client.

- d. The EDC shall submit to the City Manager and City Auditor the EDC's annual fiscal year financial audit no later than October 15th following the end of the EDC's fiscal year.
- e. The EDC shall cooperate with and participate in all monitoring and evaluation activities conducted by the City relative to this Contract.
- f. The EDC will offer to assist in making arrangements for preparation of audits on behalf of the Economic Development Agencies and will use its best efforts to address conduct of audits in an agreement with each such agency. However, 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.

14. 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 14.a, 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 Agreement, the City shall resume payments to the EDC.

15. 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.

16. **Employment and Recruitment.** The EDC will maintain a policy requiring all employees, within 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.
17. **State and Federal Income Tax Reports.** The EDC shall submit copies of the employer's quarterly return of employment excise taxes withheld (Form No. 941), employer's quarterly deposit of the Federal Unemployment Tax (FUTA Form No. 508), excise tax quarter return (Form No. 720) and copies of canceled checks to the City for each quarter of the program year. In addition, EDC shall submit copies of the employer's quarterly State tax (Form No. MO941), local tax Form No. 1214-ETS, copies of tax payments, canceled checks and bank deposit receipts (for tax payments), for each quarter of the program year.
18. **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.
19. **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.
20. **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.
21. **Financial Disclosures of Board.** The EDC will advise the members of its Board of Directors 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.
 22. **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.
 23. **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.

24. **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.
25. **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.
26. **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.
27. **Tax Compliance.** The EDC 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 any contract renewal or subcontract when the total contract amount exceeds \$150,000.00 in one year.
28. **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.
29. **Rights and Remedies Cumulative and Not Exclusive.** All rights and remedies granted to the City 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 the City may have exercised any remedy without terminating this Contract shall not impair the City's rights thereafter to terminate or to exercise any other remedy herein granted, or to which City may be otherwise entitled.

30. **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.

31. 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: \$100,000 accident with limits of \$500,000
 3. Disease-policy: \$100,000 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.

- 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.
32. **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.

Part II - TIF Commission

The provisions of Part I of this Contract shall apply with equal force with regards to matters pertaining to the TIF Commission, except to the extent expressly excluded therein. The EDC shall provide a certain range of services to the TIF Commission, which services 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 Commission is 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, and incorporated herein by reference.

Without limiting the general nature of the foregoing, the EDC and City agree further as follows with respect to services to be provided to the TIF Commission:

EDC Staffing. Within budgetary constraints, the EDC will maintain a fully qualified staff to support the activities of the 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 Commission.

TIF Commission Staffing. The EDC shall employ an Executive Director for the TIF Commission, subject to the advice and counsel of the TIF Commission. The Executive Director, although employed by the EDC, will be assigned to support the TIF Commission, and the TIF Commission, 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 TIF Commission. The EDC shall also employ other staff for the TIF Commission; however, any decisions regarding the retention and discharge of such staff, for the TIF Commission, shall be within the sole discretion of the 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 Commission, and the Executive Director, after consultation with the TIF Commission, may be discharged by the EDC in its sole discretion. Should the TIF Commission have any concerns regarding the Executive Director's performance, the TIF Commission 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. The TIF Commission understands and agrees that 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; provided, however, the Executive Director shall be responsive to the concerns and needs of the TIF Commission.

Services to be Provided by EDC Staff Members. The EDC staff members provided to the TIF Commission shall perform all staff functions necessary to enable the TIF Commission 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 Commission that are set forth in Ordinance No. 54556, as amended by Committee Substitute for Ordinance No. 911076, As Amended, Ordinance No. 100089, As Amended, Ordinance No. 130986, and Committee Substitute for Ordinance No. 140823, As Amended, 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 Commission.

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 Commission, including but not limited to providing telephones, fax machines, computers, computer software and other office equipment. Furthermore, these obligations of the EDC shall extend to any third-party contractor retained by the City to provide accounting and financial reporting services to the TIF Commission. In addition, the EDC will provide adequate conference room space and equipment to the governing body of the TIF Commission to enable it to carry out its obligations under its enabling statute. The TIF Commission shall be an intended third-party beneficiary with respect to Part II of this Contract. No changes to any term within this Part II shall be made without the written consent of the TIF Commission, which consent shall not be unreasonably withheld.

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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: _____
Brian Platt, City Manager

Approved as to form:

Emalea Black
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: _____
Tammy Queen, 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.

ATTEST:

ECONOMIC DEVELOPMENT CORPORATION
OF KANSAS CITY, MISSOURI

By: _____
Secretary

By: _____
Bridgette Williams, Chair of the Board of
Directors

(AFFIX CORPORATE SEAL)

APPROVED:

By: _____

Tracey Lewis, President/ CEO

Exhibit A

**Economic Development Corporation of Kansas City
FY 22-23 Operating Budget**



**FY 22-23
Proposed**

REVENUES

City Funds	\$	4,199,500
Funding Agreement Fees		120,000
PIEA Rent		29,865
KCIC Fees		0
LCRA Fees		205,514
Chapter 100 Fees		30,676
IDA Rent and Fees		60,000
Total Public/Private Revenue	\$	4,645,555

Miscellaneous Income	\$	17,619
Cornerstone Luncheon		0
Grant Admin Fee Income		0
Loan Corp SBA revenue		35,668
Total - Other Revenue	\$	53,287

TOTAL REVENUE	\$	4,698,842
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EXPENSES

Compensation & Benefits	\$	2,767,852
Rent & Utilities		277,870
Marketing and Public Relations		194,742
Travel, Training, Entertainment		68,026
Cornerstone Awards Expenses		-
Computer, Software & Equipment Expenses		49,527
Contributions, Sponsorships, Memberships		59,550
Office Supplies		39,950
LaunchKC		10,536
Legal Services		440,553
Phones		40,267
Insurance		76,357
Professional Services		515,735
PC Lifecycle		10,000
Postage & Delivery		8,611
Project Analysis Expenses		100,000
Meeting Expenses		39,265
Temporary/Recruiting Service		-
Contingency		-
TOTAL GENERAL EXPENSES	\$	4,698,842

Net Income/(Loss)	\$	-
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File #: 220511

ORDINANCE NO. 220511

Authorizing execution of a contract with the Economic Development Corporation of Kansas City, Missouri in an amount not to exceed \$2,977,500.00 for the purpose of providing funds for certain development and redevelopment activities.

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 economic productivity of real property within the City; and

WHEREAS, the Mayor and Council desire that 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, 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 with the Economic Development Corporation of Kansas City, Missouri for the purposes contemplated herein in an amount not to exceed \$2,977,500.00, and to execute such amendments from time to time as he may deem advisable and are consistent with the objectives of this ordinance. A copy of the contract in substantial form is attached hereto.

Section 2. That the compensation due the Economic Development Corporation of Kansas City, Missouri, in any given fiscal year shall be determined on an annual basis and shall be

File#: 220511

subject to the limitations of such appropriations as are made by the City Council for such purposes within the City's adopted budget.

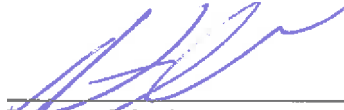
Section 3. That funds in a total amount not to exceed \$2,977,500.00 are appropriated from the following account:

23-2215-101701-619080	Economic Development Corporation	\$2,977,500.00
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I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Director of Finance

Approved as to form and legality:



Assistant City Attorney



Authenticated as Passed



Quinton Lucas, Mayor

Marilyn Sanders, City Clerk
JUN 16 2022

Date Passed

Company ID Number: 710454

Approved by:

E-Verify Employer Agent Employer	
Economic Development Corporation of KC	
Name (Please Type or Print)	Title
Heather A. Brown	Interim President/CEO
Signature	Date
	06/22/2022
Department of Homeland Security - Verification Division	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date



Company ID Number: 710454

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Economic Development Corporation of KC
Company Facility Address	300 Wyandotte St
Company Alternate Address	Suite 400, Kansas City, MO 64105
County or Parish	Jackson
Employer Identification Number	431146626
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2022

2/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 ketsu@lockton.com	CONTACT NAME: PHONE (A/C No., Ext): FAX (A/C No): E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Zurich American Insurance Company	NAIC # 16535
INSURER B: National Union Fire Ins Co Pitts. PA	19445
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 14423443

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 DED. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	CPO-0142244-05	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY LRT S ONLY * f o i	y	N	CPO-0I 42244- 05	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$	y	N	EBU 013478620	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		N	WC 0142246-05	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REGARDING BROWNSFIELD RLF FUND, CERTIFICATEHOLDER IS ADDITIONAL INSURE D AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND EXCESS LIABILITY AS PER WRITTEN CONTRACT.

6/28/2022

CERTIFICATE HOLDER

14423443
City of Kansas City Missouri
City Hall
414 East 12th Street
Kansas City MO 64106

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



EMPLOYEE ELIGIBILITY VERIFICATION AFFIDAVIT

(Required for any contract with the City of Kansas City, Missouri in excess of \$5,000.00)

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this 15th day of June 2022, before me appeared Heather A. Brown, personally known by me or otherwise proven to be the person whose name is subscribed on this affidavit and who, being duly sworn, stated as follows:

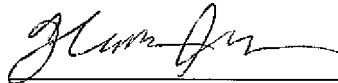
I am of sound mind, capable of making this affidavit, and personally swear or affirm that the statements made herein are truthful to the best of my knowledge. I am the Interim President/CEO of The Economic Development Corporation of Kansas City, MO and I am duly authorized, directed or empowered to act with full authority on behalf of the business entity in making this affidavit.

I hereby swear or affirm that the business entity does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. § 1324a(h)(3).

I hereby additionally swear or affirm that the business entity is enrolled in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986, and that the business entity will participate in said program with respect to any person hired by the business entity to perform any work in connection with the contracted services. I have attached hereto documentation sufficient to establish the business entity's enrollment and participation in the required electronic verification of work program.

I am aware and recognize that unless certain contractual requirements are satisfied and affidavits obtained as provided in Section 285.530, RSMo, the business entity may face liability for violations committed by its subcontractors, notwithstanding the fact that the business entity may itself be compliant.

I acknowledge that I am signing this affidavit as the free act and deed of the business entity and that I am not doing so under duress.



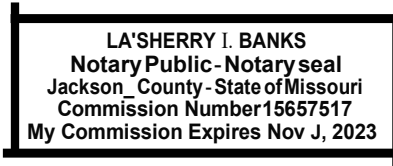
Affiant's signature

Subscribed and sworn to before me this 15 day of June, 2022.

15 June 2022

My Commission expires:

11/3/2023





KANSAS CITY
MISSOURI

Finance Department

Revenue Division

1118 Oak Street
Kansas City, MO 64106-2786

Phone: (816) 513-1120
Fax: (816) 513-1264
Email: revenue@kcmo.org
kcmo.gov/kctax

ECONOMIC DEVELOPMENT CORP OF KC MO
300 WYANDOTTE ST STE 400
KANSAS CITY MO 64105-2518

Letter Id: L0034872576
Date: 14-Jun-2022
Taxpayer Id: **_***6626



TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that ECONOMIC DEVELOPMENT CORP OF KC MO is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Mari Ruck
Commissioner of Revenue

Visit kcmo.gov/quicktax to view the status of your account and for online filing.



COMPARED VERSION
COMMITTEE SUBSTITUTE TO ORIGINAL ORDINANCE

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 230128

--title

~~Sponsor: Councilmember Lee Barnes, Jr.~~

~~Appropriating~~ ~~Reducing the Contingent Appropriation by~~ \$1,222,000.00 ~~in from the Unappropriated Fund Balance of the General Development Services Fund; appropriating~~ transferring \$1,222,000.00 from the Development Services Fund to the Economic ~~Development Corporation in the General~~ Incentives Fund; authorizing a contract amendment for \$1,222,000.00 with the Economic Development Corporation of Kansas City, Missouri for a total contract amount not to exceed \$4,199,500.00 for the purpose of providing funds for certain development and redevelopment activities; and designating requisition authority.

--body

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 economic productivity of real property within the City; and

WHEREAS, the Mayor and Council desire that 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, Ordinance No. 220511 authorized a contract with the Economic Development Corporation not to exceed \$2,977,500.00 for the purpose of providing funds for certain development and redevelopment activities; and

WHEREAS, the EDC has seen a reduction in City funding and TIF revenues while continuing to provide the same level of service and incurring increased costs; and

WHEREAS, without additional funds the EDC will not be able to meet payroll or fill any open positions; NOW, THEREFORE,

Director of Finance

Approved as to form:

Emalea Black
Associate City Attorney



File #: 230129

RESOLUTION NO. 230129

Sponsor: Councilmember Ryana Parks-Shaw

Directing the City Manager to present a funding plan that will result in the City contributing \$30 million from Unappropriated Fund Balance for the purpose of funding the local strategies outlined in the Blueprint for Violence Prevention and Healthy Communities and directing the City Manager to present the funding plan to Council before or at the same time as the presentation of the annual budget, if possible, but in no event any later than 24 hours prior to the first public budget meeting.

WHEREAS, the Violence Free Kansas City Committee (VFKCC) was formed by the Kansas City Health Commission in February 2014 to implement coordinated strategies that prevent and deter violence; and

WHEREAS, the VFKCC created the KC Blueprint for Violence Prevention and a Safe and Healthy Community (“KC Blueprint”), a city-wide multi-sectoral collective impact effort of public and private entities, with the mission to ensure that violence prevention and deterrence efforts are coordinated and rooted in the public health and community resilience approaches; and

WHEREAS, through this blueprint, the Kansas City, Missouri Health Department, the Health Commission, and VFKCC strive to reduce violence and trauma through evidence-based and best practices that mobilize residents, multiple government departments, the business sector, faith community, nonprofits, neighborhood groups, school districts, and more to explicitly state actions various community sectors can take to increase resilience factors (factors that protect against violence) and reduce risk factors (factors that increase the likelihood of violence); and

WHEREAS, leveraging evidence-based and best practices, as well as existing initiatives and partnerships, the KC Blueprint provides a path forward for Kansas Citians to create safe neighborhoods and prevent multiple forms of violence; and

WHEREAS, preventing violence and healing our city requires collective impact across sectors to improve the community environments where we live and play, learn, work and receive care. The goals of the KC Blueprint are organized by community environments; and

WHEREAS, the KC Blueprint calls for support of resident leaders to strengthen neighborhoods block by block, while also holding systems accountable for investing equitably in priority. Strategies included under this goal are also intended to improve community norms and

the look, feel and safety of the physical environment while reducing access to harms like firearms used for violence. This goal focuses on citywide implementation; and

WHEREAS, the KC Blueprint also prioritizes investing in child development; and

WHEREAS, the business and workforce development sectors significantly shape where we work and can help set a path toward economic opportunity for the community to lift up individuals who are most often excluded from opportunities and at highest risk for violence such as youth, previously incarcerated individuals and immigrant and refugee populations; and

WHEREAS, the KC Blueprint identifies the importance of understanding that the service and care that we receive has a direct effect on our health and wellbeing; and

WHEREAS, realignment opportunities exist internally and are related to how we expend resources for youth employment, recreation, neighborhood development, public safety, public health, community development, economic development and other city functions would have a stronger impact if executed synergistically; and

WHEREAS, in 2020 through 2021, the average number of homicides in Kansas City, Missouri was 168. In 2022, there were 169. So far in 2023, we are trending at similar rates with already 14 homicides in January; and

WHEREAS, the City Council, recognizing these important goals, adopted the KC Blueprint on July 16, 2020, through Resolution No. 200557; and

WHEREAS, the City Council recognizes that there are external sources of revenue and the City should have the infrastructure needed to attract such external resources and support to carry out the KC Blueprint; and

WHEREAS, the City Council believes in the goals of the KC Blueprint and in taking steps to prevent violence and create a safe and healthy community and wants to make budgeting of the KC Blueprint a priority; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is directed to present a funding plan that will result in the City contributing \$30 million from Unappropriated Fund Balance towards the purpose of funding the local strategies outlined in the Blueprint for Violence Prevention and Healthy Communities.

Section 2. That the City Manager is directed to present the funding plan to Council before or at the same time as the presentation of the annual budget, if possible, but in no event any later than 24 hours prior to the first public budget meeting.

..end



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: Mayor/Council's Office

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 present a funding plan that will result in the City contributing \$30 million from Unappropriated Fund Balance for the purpose of funding the local strategies outlined in the Blueprint for Violence Prevention and Healthy Communities and directing the City Manager to present the funding plan to Council before or at the same time as the presentation of the annual budget, if possible, but in no event any later than 24 hours prior to the first public budget meeting.

Discussion

[Click or tap here to provide more detailed information and analysis on this topic.](#)

Fiscal Impact

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

2. What is the funding source?

This legislation is directing the City Manager to determine a funding plan for \$30 million.

3. How does the legislation affect the current fiscal year?

This legislation does not yet have a funding plan.

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

This legislation does not yet have a funding plan but proposes to use the Unappropriated Fund Balance of the General Fund. This does not represent a one-time use which would result in less debt issuance (a credit positive) but rather, potentially creates a new program(s) which could require ongoing funding.

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



City of Kansas City, Missouri

Docket Memo

Click or tap here to provide fund name(s).

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

View the [FY23 Citywide Business Plan](#)

Which CWBP goal is most impacted by this legislation?

Public Safety (Press tab after selecting.)

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

- Reduce violent crime among all age groups, placing an emphasis on young offenders
- Evaluate and identify areas of opportunity in the emergency response delivery system to ensure the best possible patient outcome
- Improve the diversity of employee recruitment, succession planning, and retention in the Police and Fire Departments
- Increase effectiveness and efficiencies of operations at Municipal Court and work to achieve the best possible outcomes for those served
-
-

Prior Legislation

Resolution 200557

Service Level Impacts

City of Kansas City, Missouri

Docket Memo

Kansas City, Missouri Health Department, the Health Commission, and VFKCC strive to reduce violence and trauma through evidence-based and best practices that mobilize residents, multiple government departments, the business sector, faith community, nonprofits, neighborhood groups, school districts, and more to explicitly state actions various community sectors can take to increase resilience factors (factors that protect against violence) and reduce risk factors (factors that increase the likelihood of violence);

Other Impacts

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

Leveraging evidence-based and best practices, as well as existing initiatives and partnerships, the KC Blueprint provides a path forward for Kansas Citians to create safe neighborhoods and prevent multiple forms of violence.

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

KC Blueprint calls for support of resident leaders to strengthen neighborhoods block by block, while also holding systems accountable for investing equitably in priority. Strategies included under this goal are also intended to improve community norms and the look, feel and safety of the physical environment while reducing access to harms like firearms used for violence. This goal focuses on citywide implementation.

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

Realignment opportunities exist internally and are related to how we expend resources for youth employment, recreation, neighborhood development, public safety, public health, community development, economic development and other city functions would have a stronger impact if executed synergistically.

4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?

N/A

[Click or tap here to provide fund name\(s\).](#)

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

N/A

Resolution 230129

Violence Prevention Funding

Finance Department – February 8, 2023

Resolution 230129

- Directs the City Manager to present a funding plan for the Blueprint for Violence Prevention
 - From unappropriated fund balance of the General Fund
 - \$30 million
- Cautions
 - Fund Balance Policy
 - Annual budget and planning processes
 - Consider with other priorities
 - Five Year Financial Plan
 - Structural imbalance
 - Starting from historically high revenue
 - Recession
 - Existing spending on violence prevention efforts
 - Potential credit rating implications

General Fund - Fund Balance

Balance as of Year Ending 4/30/22	\$ 177,359,411	\$ 177,359,411
Reserve for Encumbrances and Reappropriations	\$ 18,030,918	\$ 18,030,918

Current Year Operations:

	Current Budget	Second Quarter	Difference
Revenues	\$ 587,520,837	\$ 651,174,177	\$ 63,653,340
Expenditures	\$ (561,023,114)	\$ (561,737,370)	\$ (714,256)
Transfers In	\$ 22,079,242	\$ 21,765,415	\$ (313,827)
Transfers Out	\$ (70,387,571)	\$ (74,220,666)	\$ (3,833,095)
Estimated Fund Balance Year Ending 4/30/23	\$ 173,579,723	\$ 232,371,885	

General Fund - Fund Balance Target (Adopted Budget)

\$ 95,568,038

General Fund – 2nd Quarter

Fiscal Years 2024 - 2028 Financial Plan

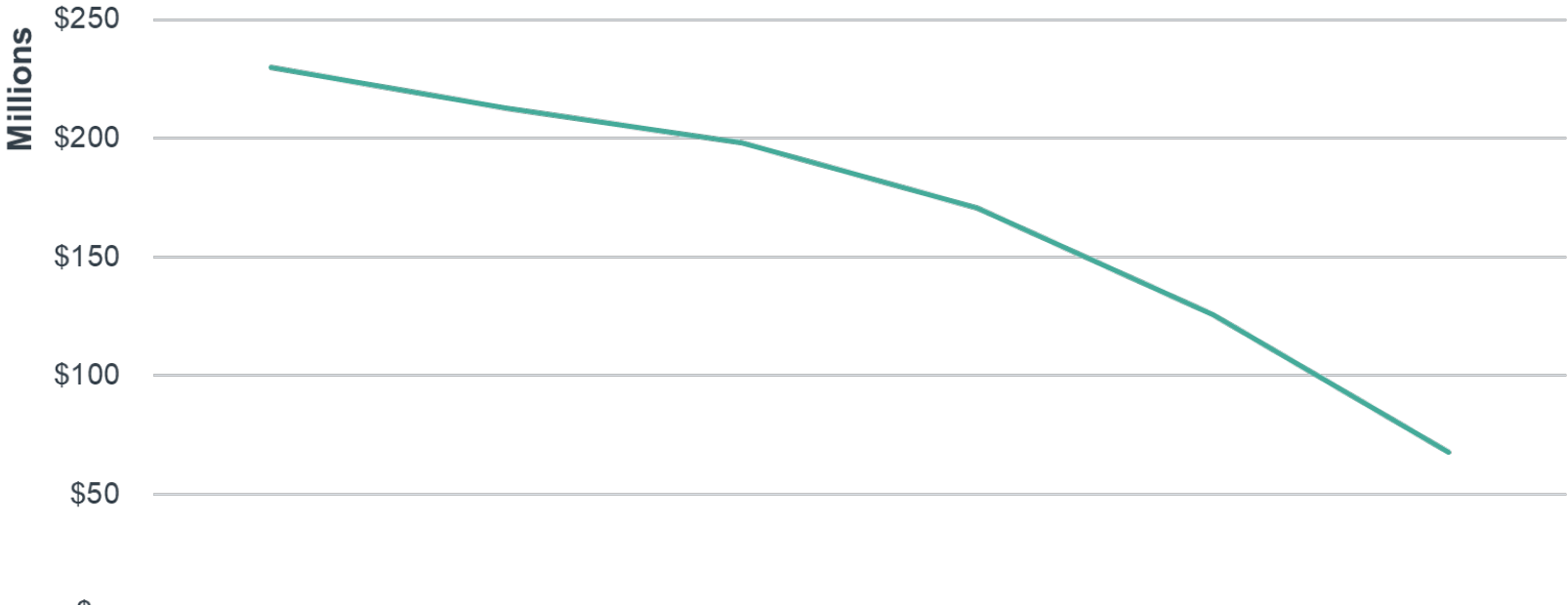
Scenario Description: Baseline

	2022 actuals	2023 adopted	2023 Estimated	2024	2025	2026	2027
GENERAL FUND							
Total Revenue	\$682,181,522	\$608,979,161	\$675,085,390	\$646,550,272	\$657,474,156	\$668,630,104	\$680,033,013
Total Expenditures	\$557,456,336	\$609,007,005	\$636,104,092	\$663,757,019	\$672,051,371	\$695,898,342	\$725,348,375
Reserves - General Fund		\$177,359,412					
Encumbrances and Reappropriation		\$18,030,918	\$234,371,627	\$217,164,880	\$202,587,665	\$175,319,428	\$130,004,066
<i>percent of operating expenditures</i>		32.9%	40.8%	36.5%	33.5%	27.9%	20.1%
Total Operating Surplus/(Loss)		\$ (27,844)	\$ 38,981,298	\$ (17,206,747)	\$ (14,577,215)	\$ (27,268,237)	\$ (45,315,362)

Five Year Financial Plan

Increasing use of available fund balance

Estimated General Fund Balance



	2023	2024	2025	2026	2027	2028
— Fund Balance	\$229,935,90	\$212,729,15	\$198,151,94	\$170,883,70	\$125,568,34	\$67,907,372

Five-Year Financial Plan

Historic Revenue Levels

Is this sustainable?

	FY 2018-19 Actual	FY 2019-20 Actual	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Adopted	FY 2022-23 2Q Estimate
Earnings+	\$277.3	\$257.8	\$288.3	\$318.0	\$276.1	\$310.0
Sales^	\$250.9	\$255.2	\$224.2	\$293.0	\$297.7	\$322.3
Property	\$148.2	\$156.1	\$171.2	\$182.7	\$182.4	\$182.8
Hotel/Motel	\$27.1	\$25.1	\$9.7	\$22.1	\$21.5	\$30.7
Restaurant	\$29.1	\$28.4	\$21.3	\$30.2	\$27.2	\$31.3
Local Use	\$43.2	\$41.3	\$55.6	\$60.6	\$55.0	\$66.0
Utility	\$107.0	\$102.9	\$96.9	\$100.9	\$102.9	\$99.5
Licenses/Permits	\$52.6	\$55.5	\$43.9	\$55.9	\$58.4	\$54.4

+ Earnings Tax 2019 filing extension lowers FY 2019-20 and increases FY 2020-21 by \$32.8 million due to timing. Earnings Tax 2020 filing extension lowers FY 2020-21 by \$7.5 million and FY 2021-22 will be higher by that amount due to timing related to extension.

1. Dollar amounts are in millions and rounded to the first decimal
2. Chart represents gross Citywide revenue across all funds

^ New Fire Capital Sales Tax added \$22.6 million in FY 2021-22 Actual

Additional City Funding Needs

- City Hall Improvements - \$90 million
 - \$4 million in planned debt service in FY24 Submitted Budget to leverage \$40 million
 - \$50 million still needed
- World Cup - \$10 million
- Barney Allis Plaza – General Fund subsidy will be required to service future debt
- Municipal Jail
- Enterprise Resource Planning (ERP) Software – Up to \$20 million

Credit Rating Implications

- Credit positives
 - Improved and sustained fund balance
 - One-time uses of fund balance for capital projects (instead of debt)
- Credit negatives
 - Use of fund balance to deal with ongoing structural imbalance
 - Priority Based Budgeting
 - Additional programs will add to structural imbalance

Current Spending on Violence Prevention

Department	Program	Budget
Health	Aim4Peace	\$ 894,539
Health	Violence Prevention	\$ 421,269
Health	Mental Health Initiatives	\$ 635,000
Health	Safety Net Providers*	\$ 3,216,066
Housing	Office of Unhoused Solutions	\$ 1,258,282
Mayor's Office	Youth Employment	\$ 654,221
Municipal Court	Triage Center	\$ 1,000,000
Municipal Court	Specialty Courts	\$ 455,173
Parks and Recreation	Youth Services	\$ 490,935
Police Department	Youth Outreach	\$ 1,787,085
Police Department	Dedicated to community issues**	\$ 4,678,763
Police Department	Crisis intervention team**	\$ 550,228
		\$ 16,041,561
* Only a portion of this should be considered and more information is needed from Health I have currently included as 10% of what is passed through to the safety net providers		
** Source is KCPD's 1/21/22 Letter RE the Requested Budget and Community Policing Fund		

Blueprint Initiatives for Local Government

Additional funding
needed for some items

- Map existing violence prevention programs and services
- Access to affordable, mixed rate housing
- Reform TIF policies to prevent exploitation of blight
- Invest in public libraries, parks, and community centers in CD 3 and 5 – partnership with KC Public Library and Parks Sales Tax (no General Fund)
- Increase trash/bulky items within certain neighborhoods – especially CD 3 and 5
- Inclusion of residents and graduates of local schools in impacted areas in workforce for City-funded projects
- Invest in neighborhood associations
- Adopt/enforce policies that regulate the sale of alcohol
- Revise zoning ordinances that market gun shows in and around impacted neighborhoods
- Provide funding for neighborhood-level community workers

Blueprint Initiatives for Local Government

Additional funding
needed for some items

- Expand outreach to connect at risk youth and adults to resources
- Promote the development of small businesses within impacted neighborhoods
- Invest in quality early childcare – possible State funding?
- Ensure that staff within the City reflect the demographics of the community
- Invest in youth employment programs – additional funding (\$500k added in FY24 Submitted Budget)
- Contract with businesses that pay at least \$15/hour
- Customer service and police training focused on implicit bias and emphasizing dignity and respect
- Require trauma-informed care training for certain staff

Alternatives

- Start funding Blueprint initiatives/program
 - \$1 to \$2 million in FY24?
- Develop and fund priorities for FY25 and beyond
 - Priority Based Budgeting as a guide



KANSAS CITY MISSOURI

The *Violence-Free KC Committee (VFKCC)*
is a committee within the KC Health
Commission

Violence-Free KC Committee

Vision

A violence-free Kansas City in which all communities are safe and healthy for all people, and where young people are valued and cared for as a significant priority.

Mission

The Violence-Free Kansas City Committee ensures that violence prevention and deterrence efforts in Kansas City move toward improved coordination and from collaboration to unity, to achieve safe, caring communities and thriving youth throughout the city.

VFKCC Committee Members (2022)

- KCMO Public Schools
- KCMO Police Department
- KCMO Health Department
- Youth Ambassadors
- Second Chance, KC Metro Crime Commission
- Children's Mercy Hospital
- Jackson County Prosecutor's Office
- Concerned Clergy Coalition (CCC)
- AdHoc Group Against Crime
- Juvenile Justice Center & Family Court
- Jackson County Community Mental Health Fund
- US Department of Health & Human Services (Region VII)
- MORE²

In 2016, the Health Commission's Community Health Improvement Plan included, as an objective, to create, implement and sustain a Youth & Family Violence Prevention Plan by 2021.

**Why was the KC
Blueprint developed?**

- Recommended by the Commission on Violent Crime (2013, 2017)
- Adopted as a component of the Community Health Improvement Plan (CHIP)
- No existing multi-sector, citywide plan for violence prevention
- Existing approaches focus only on suppression/ deterrence, not actual prevention

Ten leading factors selected to be strengthened to ensure safety & prevent violence

Rank of order	Risk factors	Responses	%	Questions are from
1	Positive relationships and support	4145	34.3	Individual-and Relationship-Level
2	Jobs/economic opportunity	3451	28.6	Economic/Education Environment
3	Quality schools/education	3292	27.3	Economic/Education Environment
4	Community that promotes safety	2884	23.9	Physical/built Environment
5	Community support and connection	2675	22.2	Sociocultural Environment
6	Safe parks and open spaces	2600	21.5	Physical/built Environment
7	Connection and commitment to school	2569	21.3	Individual- and Relationship-Level
8	Changes in behavior/response that support alternatives to violence	2362	19.6	Sociocultural Environment
9	Skills to solve problems non-violently	2315	19.2	Individual- and Relationship-Level
10	Personal involvement or leadership that improves the community	2192	18.2	Sociocultural Environment

There were 12,072 responses based on online or site survey.



KC Blueprint Principles

- **A Narrative of Hope, Opportunity, and Resilience**
- **Collaboration of Sectors and Stakeholders**
- **Comprehensive Strategies**
- **Evidence, Evaluation and Accountability**

Sector-based Strategies

- Local government
- Business
- Nonprofit organizations
- Faith
- Health and Social Services
- Law enforcement
- Education
- Resident organizations
- Media
- Funders/Philanthropic
- Multi-sector (collaboratives)

Across domains

*A violence-free Kansas City in which all communities are **safe, resilient and healthy** for all people, and where young people and families are **valued and cared for** as a significant priority.*

Where we live and play:

1. Build strong, thriving, and connected neighborhoods

Where we learn:

2. Support healthy childhood development and education

Where we work:

3. Foster safety in workplaces & through employment opportunities

Where we receive care:

4. Promote safety and dignity through health, social services & family support

How we build effectiveness & sustainability:

5. Invest in prevention and community resilience

Strategy Examples

- Increase the pickup of trash and bulky items within neighborhoods that experience high levels of inflow, outflow, and illegal dumping, particularly in City Council Districts 3 and 5 (**Where we live and play, Local government**)
- Encourage employees to volunteer as mentors to youth within the local schools (**Where we learn, Businesses**)
- Ensure that public-facing staff (e.g., all care providers, reception) treat clients with dignity and appropriate customer service (**Where we receive care, Health and Social Services**)
- Increase opportunities for young people to be gainfully employed through jobs and internships (**Where we live, Businesses**)
- Increase the number of safe spaces for youth in crisis to receive support and counseling (**Where we live, Faith Community**)

Prior Council Action

- Resolution 200577 Adopted the KC Blueprint for Violence Prevention and a Safe and Healthy Community in July 2020
- Resolution 201076 Directed City Manager to devise a funding strategy plan to fund the Blueprint for Violence Prevention and Healthy Communities

That strategy was never presented and there have been over 500 homicides since the adoption of this plan.



File #: 230058

[COMMITTEE SUBSTITUTE FOR] ORDINANCE NO. 230058

Sponsor: Councilmember Kevin O'Neill

Amending Chapter 2, Code of Ordinances, Section 2-1104 to provide for paid leave for dependent care and establishing an effective date.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances, entitled "Administration," is hereby amended by repealing Section 2-1104 and enacting in lieu thereof new section of like number and subject matter, to read as follows.

Sec. 2-1104. Special leave.

(a) *Jury duty.* An employee may receive special leave with pay when he or she is required to serve on a jury and the hours of jury duty conflict with the hours of his or her city work. Such employees may keep the county or state jury fee; however, employees must convey his or her federal jury fee to the city through his or her department head. In case the employee serves on a jury during his or her nonworking hours or days, the employee shall be permitted to keep the jury fee. However, the employee must inform his or her supervisor of his or her jury service. July leave for all regular employees allocated to classes covered by a memorandum of understanding shall be governed by the appropriate memorandum of understanding.

(b) *Training courses.* Special leave with pay may also be granted by a department head, with the approval of the director of human resources, for the purpose of allowing a regular employee to engage in official training courses or to participate in other official activities.

(c) *Sabbatical leave for judges of municipal court.* Upon recommendation for approval by the presiding judge and approval by the city manager, judges of the municipal court shall be granted a sabbatical leave of up to six months for purposes of full-time study or teaching directly related to the profession of law. No judge shall be eligible for such leave unless he or she has served at least three years. No judge shall be granted such leave more than once during any five-year period. Not more than one judge per fiscal year shall take sabbatical leave. During any such leave a judge shall continue to be paid by the city at the rate of one-half the regular salary and shall continue to be eligible for participation in the city health and life insurance programs, pension program and other employment benefits.

(d) *Community partnership initiative.* Each fiscal year, any regular employee may be allowed a maximum of eight hours paid leave to volunteer with area schools, including those of their children, or to volunteer with one of the city's approved combined charity organizations. The employee must timely request this leave and leave shall be granted only when it will not cause undue or unnecessary imbalances in staffing levels. Employees not participating in activities for which this leave was granted to them shall have this paid leave time changed to absences without leave and appropriate disciplinary action will be taken. The department of human resources will monitor the use of the community partnership initiative and may promulgate additional requirements in its rules and regulations.

(e) *Paid parental leave.* In order to allow parents time to bond with and care for their new child as well as medically recover from giving birth, all regular and appointed employees who are eligible to take leave under the city's family and medical leave policy shall be granted paid parental leave due to the birth of the employee's child or the placement within the employee's home of an adopted child in accordance with the following provisions:

- (1) An eligible employee will receive up to six continuous weeks of pay at 100 percent of the employee's base pay per birth or adoption event.
- (2) An employee may take paid parental leave intermittently, provided the leave is taken in no less than one week increments and is approved by the employee's manager. All paid parental leave must be utilized within 9 months following the birth or adoption of a child.
- (3) If both parents are eligible employees, each will receive the leave available under sections (e)(1) and (e)(2) of this section.
- (4) Leave will be based on the employee's certified normal rate of pay, not including premiums or overtime.
- (5) All paid parental leave will run concurrently with family and medical leave under the city's family and medical leave policy. Paid parental leave will not reduce eligibility for other types of paid and unpaid leaves such as sick leave, vacation, personal leave, holiday, and short-term disability but will not increase available family and medical leave beyond a total of 12 weeks.
- (6) An eligible employee must submit a completed employee request for family and medical leave form, requesting FML leave to the human resources benefits office at least 30 days prior to the anticipated date of the leave. To the extent the 30-day notice is not possible, the employee must submit a completed employee request for family and medical leave form to the human resources benefits office as soon as possible.

- (7) Multiple births or adoptions do not increase the length of leave granted for the birth or adoption event.
 - (8) An eligible employee will be required to furnish appropriate medical documentation for the birth of a child. If applicable, the medical certification requirements for FML leave will govern. The medical documentation must be completed and signed by the individual's health care provider.
 - (9) An eligible employee will be required to furnish appropriate adoption documentation, such as a letter from an adoption agency, or from the attorney in cases of private adoptions.
 - (10) Surrogate mothers and sperm donors are excluded from coverage under this policy.
 - (11) Employees who have given birth to a child and elect to place that newborn child for adoption may receive up to six continuous weeks of pay at 100 percent of the employee's base pay with a medical professional's recommendation that such leave is necessary. All paid parental leave for parents who elect to place their newborn child/children for adoption must be utilized within 6 weeks following the birth.
 - (12) In the unfortunate event that the new child dies during the time of paid parental leave, the employee shall receive up to six continuous weeks of pay at 100 percent of the employee's base pay. If the death occurs after the employee has already utilized six weeks of paid parental leave, the employee shall receive two additional week of paid leave. All paid parental leave taken under this subsection must be utilized within 6 weeks following the death of the child.
 - (13) A fraudulent request for paid parental leave shall be grounds for serious disciplinary action, up to and including termination of employment. Any paid parental leave that is taken and later found to be fraudulent shall be deducted from the employee's leave balance.
- (f) *Election worker leave.*
- (1) Any city employee qualified to work as an election judge, poll judge or poll worker may be granted eight hours paid leave to volunteer at any general, primary, general municipal or special election. Such employee may keep the election worker fee from the county election board. Such employee may receive paid leave under this subsection for a maximum of two election days annually, totaling 16 hours annually. Any employee requesting such leave shall certify that he or she is qualified and scheduled to volunteer as an election worker.
 - (2) Such leave shall not be available to employees of the fire department.

(g) *Paid Dependent Care Leave.* All regular and appointed employees who are approved to take twelve weeks of continuous leave under the city’s family and medical leave policy shall be granted paid dependent care leave one time during the course of their employment with the city to care for their immediate family with a serious health condition in accordance with the following provisions:

- (1) The term “immediate family” is defined for the purpose of this section as an employee’s spouse or registered domestic partner; dependent child of the employee, spouse, or registered domestic partner; or employee’s parent, .
- (2) The term “serious health condition” shall mean an illness, injury, impairment or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.
- (3) An eligible employee will receive up to two weeks of pay for dependent care of an immediate family member with a serious health condition at 100 percent of the employee’s base pay. Dependent care leave may be utilized one time by each employee during the course of their employment with the city.
- (4) Leave will be based on the employee’s certified normal rate of pay, not including premiums or overtime.
- (5) An employee shall take dependent care leave in no less than one-week increments. An employee is not required to use dependent care leave in consecutive weeks.
- (6) All paid dependent care leave will run concurrently with family and medical leave under the city’s family and medical leave policy.
- (7) The director of human resources may establish reporting and documenting requirements for the use of dependent care leave. An employee may be required to submit a medical certificate or other documentation for any absence under this section. Failure to fulfill any requirements established for use of dependent care leave may result in a denial of such leave.
- (8) A fraudulent request for paid dependent care leave shall be grounds for serious disciplinary action, up to and including termination of employment. Any paid dependent care leave that is taken and later found to be fraudulent shall be deducted from the employee’s leave balance.

Section 2. That this ordinance shall become effective on January 1, 2024.

..end

Approved as to form:

Katherine Chandler
Senior Associate City Attorney

COMPARED VERSION
NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. TMP-2677

Amending Chapter 2, Code of Ordinances, Section 2-1104 to provide for paid leave for dependent care.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances, entitled "Administration," is hereby amended by repealing Section 2-1104 and enacting in lieu thereof new section of like number and subject matter, to read as follows.

Sec. 2-1104. Special leave.

(a) *Jury duty.* An employee may receive special leave with pay when he or she is required to serve on a jury and the hours of jury duty conflict with the hours of his or her city work. Such employees may keep the county or state jury fee; however, employees must convey his or her federal jury fee to the city through his or her department head. In case the employee serves on a jury during his or her nonworking hours or days, the employee shall be permitted to keep the jury fee. However, the employee must inform his or her supervisor of his or her jury service. July leave for all regular employees allocated to classes covered by a memorandum of understanding shall be governed by the appropriate memorandum of understanding.

(b) *Training courses.* Special leave with pay may also be granted by a department head, with the approval of the director of human resources, for the purpose of allowing a regular employee to engage in official training courses or to participate in other official activities.

(c) *Sabbatical leave for judges of municipal court.* Upon recommendation for approval by the presiding judge and approval by the city manager, judges of the municipal court shall be granted a sabbatical leave of up to six months for purposes of full-time study or teaching directly related to the profession of law. No judge shall be eligible for such leave unless he or she has served at least three years. No judge shall be granted such leave more than once during any five-year period. Not more than one judge per fiscal year shall take sabbatical leave. During any such leave a judge shall continue to be paid by the city at the rate of one-half the regular salary and shall continue to be eligible for participation in the city health and life insurance programs, pension program and other employment benefits.

(d) *Community partnership initiative.* Each fiscal year, any regular employee may be allowed a maximum of eight hours paid leave to volunteer with area schools, including those of their children, or to volunteer with one of the city's approved combined charity organizations. The employee must timely request this leave and leave shall be granted only when it will not cause undue or unnecessary imbalances in staffing levels. Employees not participating in activities for which this leave was granted to them shall have this paid leave time changed to absences without leave and appropriate disciplinary action will be taken. The department of

human resources will monitor the use of the community partnership initiative and may promulgate additional requirements in its rules and regulations.

(e) *Paid parental leave.* In order to allow parents time to bond with and care for their new child, all regular and appointed employees who are eligible to take leave under the city's family and medical leave policy shall be granted paid parental leave due to the birth of the employee's child or the placement within the employee's home of an adopted child in accordance with the following provisions:

- (1) An eligible employee will receive up to six continuous weeks of pay at 100 percent of the employee's base pay per birth or adoption event.
- (2) An employee may take paid parental leave intermittently, provided the leave is taken in no less than one week increments and is approved by the employee's manager.
- (3) An eligible employee who is the birthing mother may receive an additional two weeks of leave at 100 percent of base pay if it is deemed medically necessary for the birthing mother to recover from a cesarean section delivery and/or other documented medical complications associated with the birth.
- (4) If both parents are eligible employees, each will receive the leave available under sections (e)(1) and (e)(2) of this section.
- (5) Leave will be based on the employee's certified normal rate of pay, not including premiums or overtime.
- (6) All paid parental leave will run concurrently with family and medical leave under the city's family and medical leave policy and must be utilized within 12 weeks following the birth or adoption of a child. Paid parental leave will not reduce eligibility for other types of paid and unpaid leaves such as sick leave, vacation, personal leave, holiday, and short-term disability.
- (7) An eligible employee must submit a completed employee request for family and medical leave form, requesting FML leave to the human resources benefits office at least 30 days prior to the anticipated date of the leave. To the extent the 30-day notice is not possible, the employee must submit a completed employee request for family and medical leave form to the human resources benefits office as soon as possible.
- (8) Multiple births or adoptions do not increase the length of leave granted for the birth or adoption event.
- (9) An eligible employee will be required to furnish appropriate medical documentation for the birth of a child. If applicable, the medical certification

requirements for FML leave will govern. The medical documentation must be completed and signed by the individual's health care provider.

- (10) An eligible employee will be required to furnish appropriate adoption documentation, such as a letter from an adoption agency, or from the attorney in cases of private adoptions.
- (11) Surrogate mothers and sperm donors are excluded from coverage under this policy, as are parents who elect to place their newborn child/children for adoption.
- (12) In the unfortunate event that the new child dies during the time of paid parental leave, the leave shall be cancelled and employee shall be allowed to take bereavement leave and may apply for/request the use of FML leave.
- (13) A fraudulent request for paid parental leave shall be grounds for serious disciplinary action, up to and including termination of employment.

(f) *Election worker leave.*

- (1) Any city employee qualified to work as an election judge, poll judge or poll worker may be granted eight hours paid leave to volunteer at any general, primary, general municipal or special election. Such employee may keep the election worker fee from the county election board. Such employee may receive paid leave under this subsection for a maximum of two election days annually, totaling 16 hours annually. Any employee requesting such leave shall certify that he or she is qualified and scheduled to volunteer as an election worker.
- (2) Such leave shall not be available to employees of the fire department.

(g) *Paid Dependent Care Leave.* All regular and appointed employees who are eligible to take leave under the city's family and medical leave policy shall be granted paid dependent care leave to care for their immediate family in accordance with the following provisions:

- (1) The term "immediate family" is defined for the purpose of this section as husband, wife, domestic partner, domestic partner's son or daughter, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and stepchildren of the employee.
- (2) The term "dependent care" shall mean care necessary due to illness, mental health maintenance or illness, non-compensable bodily injury or disease, or exposure to contagious disease, or to keep a doctor's or dentist's appointment.
- (3) An eligible employee will receive up to twelve weeks of pay for dependent care of an immediate family member at 100 percent of the employee's base pay.
- (4) An employee may take paid dependent care leave intermittently.

- (5) The director of human resources may establish reporting and documenting requirements for the use of dependent care leave. An employee may be required to submit a medical certificate or other documentation for any absence under this section. Failure to fulfill any requirements established for use of dependent care leave may result in a denial of such leave.

Approved as to form:

Katherine Chandler
Senior Associate City Attorney

No
Fact
Sheet
Provided
For
Ordinance
230058

City of Kansas City, Missouri



Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: Human Resources

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

Executive Summary

Amending Chapter 2, Code of Ordinances, Section 2-1104 to provide for paid leave for dependent care and establishing an effective date.

Discussion

To establish dependent care paid leave for regular and appointed employees not to exceed two (2) weeks for employees approved for continuous leave under the City's family and medical leave policy. The two weeks of paid leave at 100 percent of the employee's base pay may be used one time during the course of employment with the City to care for an immediate family member with a serious health condition.

Fiscal Impact

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

2. What is the funding source?

Various sources – dependent on the employee's department.

3. How does the legislation affect the current fiscal year?

No, this ordinance has an effective date of January 1, 2024.

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

Yes, this will go into effect on January 1, 2024 and will be a recurring cost.

The estimated cost of overtime to cover additional usage of this benefit will range from approximately \$9,500 to \$14,000 annually.



City of Kansas City, Missouri

Docket Memo

- 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

Additional Discussion (if needed)

This legislation will have a citywide impact, various sources dependent upon the employee's department.

Citywide Business Plan (CWBP) Impact

View the [FY23 Citywide Business Plan](#)

Which CWBP goal is most impacted by this legislation?

Finance and Governance (Press tab after selecting.)

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

- Reform the City's economic incentives to meet the policy objectives of the City Council
- Ensure the resiliency of City government
- Engage in workforce planning including employee recruitment, development, retention, and engagement
- Ensure a responsive, representative, engaged, and transparent City government
-
-

Prior Legislation

N/A

Service Level Impacts

City of Kansas City, Missouri

Docket Memo



N/A

Other Impacts

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

Employees may enjoy better work-life balance and improved health as a result of being able to take leave with pay.

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

N/A

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

N/A

4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?

N/A

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

N/A

COMPARED VERSION
COMMITTEE SUBSTITUTE TO ORIGINAL ORDINANCE

COMMITTEE SUBSTITUTE FOR ORDINANCE NO. 230058

Amending Chapter 2, Code of Ordinances, Section 2-1104 to provide for paid leave for dependent care ~~and establishing an effective date.~~

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances, entitled "Administration," is hereby amended by repealing Section 2-1104 and enacting in lieu thereof new section of like number and subject matter, to read as follows.

Sec. 2-1104. Special leave.

(a) *Jury duty.* An employee may receive special leave with pay when he or she is required to serve on a jury and the hours of jury duty conflict with the hours of his or her city work. Such employees may keep the county or state jury fee; however, employees must convey his or her federal jury fee to the city through his or her department head. In case the employee serves on a jury during his or her nonworking hours or days, the employee shall be permitted to keep the jury fee. However, the employee must inform his or her supervisor of his or her jury service. July leave for all regular employees allocated to classes covered by a memorandum of understanding shall be governed by the appropriate memorandum of understanding.

(b) *Training courses.* Special leave with pay may also be granted by a department head, with the approval of the director of human resources, for the purpose of allowing a regular employee to engage in official training courses or to participate in other official activities.

(c) *Sabbatical leave for judges of municipal court.* Upon recommendation for approval by the presiding judge and approval by the city manager, judges of the municipal court shall be granted a sabbatical leave of up to six months for purposes of full-time study or teaching directly related to the profession of law. No judge shall be eligible for such leave unless he or she has served at least three years. No judge shall be granted such leave more than once during any five-year period. Not more than one judge per fiscal year shall take sabbatical leave. During any such leave a judge shall continue to be paid by the city at the rate of one-half the regular salary and shall continue to be eligible for participation in the city health and life insurance programs, pension program and other employment benefits.

(d) *Community partnership initiative.* Each fiscal year, any regular employee may be allowed a maximum of eight hours paid leave to volunteer with area schools, including those of their children, or to volunteer with one of the city's approved combined charity organizations. The employee must timely request this leave and leave shall be granted only when it will not cause undue or unnecessary imbalances in staffing levels. Employees not participating in activities for which this leave was granted to them shall have this paid leave time changed to

absences without leave and appropriate disciplinary action will be taken. The department of human resources will monitor the use of the community partnership initiative and may promulgate additional requirements in its rules and regulations.

(e) *Paid parental leave.* In order to allow parents time to bond with and care for their new child as well as medically recover from giving birth, all regular and appointed employees who are eligible to take leave under the city's family and medical leave policy shall be granted paid parental leave due to the birth of the employee's child or the placement within the employee's home of an adopted child in accordance with the following provisions:

- (1) An eligible employee will receive up to six continuous weeks of pay at 100 percent of the employee's base pay per birth or adoption event.
- (2) An employee may take paid parental leave intermittently, provided the leave is taken in no less than one week increments and is approved by the employee's manager. All paid parental leave must be utilized within 9 months following the birth or adoption of a child.
- ~~(3) — An eligible employee who is the birthing mother may receive an additional two weeks of leave at 100 percent of base pay if it is deemed medically necessary for the birthing mother to recover from a cesarean section delivery and/or other documented medical complications associated with the birth.~~
- ~~(4)~~ (3) If both parents are eligible employees, each will receive the leave available under sections (e)(1) and (e)(2) of this section.
- ~~(5)~~ Leave will be based on the employee's certified normal rate of pay, not including premiums or overtime.
- ~~(6)~~ (5) All paid parental leave will run concurrently with family and medical leave under the city's family and medical leave policy ~~and must be utilized within 12 weeks following the birth or adoption of a child.~~ Paid parental leave will not reduce eligibility for other types of paid and unpaid leaves such as sick leave, vacation, personal leave, holiday, and short-term disability but will not increase available family and medical leave beyond a total of 12 weeks.
- ~~(7)~~ (6) An eligible employee must submit a completed employee request for family and medical leave form, requesting FML leave to the human resources benefits office at least 30 days prior to the anticipated date of the leave. To the extent the 30-day notice is not possible, the employee must submit a completed employee request for family and medical leave form to the human resources benefits office as soon as possible.
- ~~(8)~~ (7) Multiple births or adoptions do not increase the length of leave granted for the birth or adoption event.

(98) An eligible employee will be required to furnish appropriate medical documentation for the birth of a child. If applicable, the medical certification requirements for FML leave will govern. The medical documentation must be completed and signed by the individual's health care provider.

(109) An eligible employee will be required to furnish appropriate adoption documentation, such as a letter from an adoption agency, or from the attorney in cases of private adoptions.

(110) Surrogate mothers and sperm donors are excluded from coverage under this policy, ~~as are.~~

(11) Employees who have given birth to a child and elect to place that newborn child for adoption may receive up to six continuous weeks of pay at 100 percent of the employee's base pay with a medical professional's recommendation that such leave is necessary. All paid parental leave for parents who elect to place their newborn child/children for adoption— must be utilized within 6 weeks following the birth.

(12) In the unfortunate event that the new child dies during the time of paid parental leave, the ~~leave shall be cancelled and employee shall be allowed to take bereavement leave and may apply for/request the use of FML leave.~~ employee shall receive up to six continuous weeks of pay at 100 percent of the employee's base pay. If the death occurs after the employee has already utilized six weeks of paid parental leave, the employee shall receive two additional week of paid leave. All paid parental leave taken under this subsection must be utilized within 6 weeks following the death of the child.

(13) A fraudulent request for paid parental leave shall be grounds for serious disciplinary action, up to and including termination of employment. Any paid parental leave that is taken and later found to be fraudulent shall be deducted from the employee's leave balance.

(f) *Election worker leave.*

(1) Any city employee qualified to work as an election judge, poll judge or poll worker may be granted eight hours paid leave to volunteer at any general, primary, general municipal or special election. Such employee may keep the election worker fee from the county election board. Such employee may receive paid leave under this subsection for a maximum of two election days annually, totaling 16 hours annually. Any employee requesting such leave shall certify that he or she is qualified and scheduled to volunteer as an election worker.

(2) Such leave shall not be available to employees of the fire department.

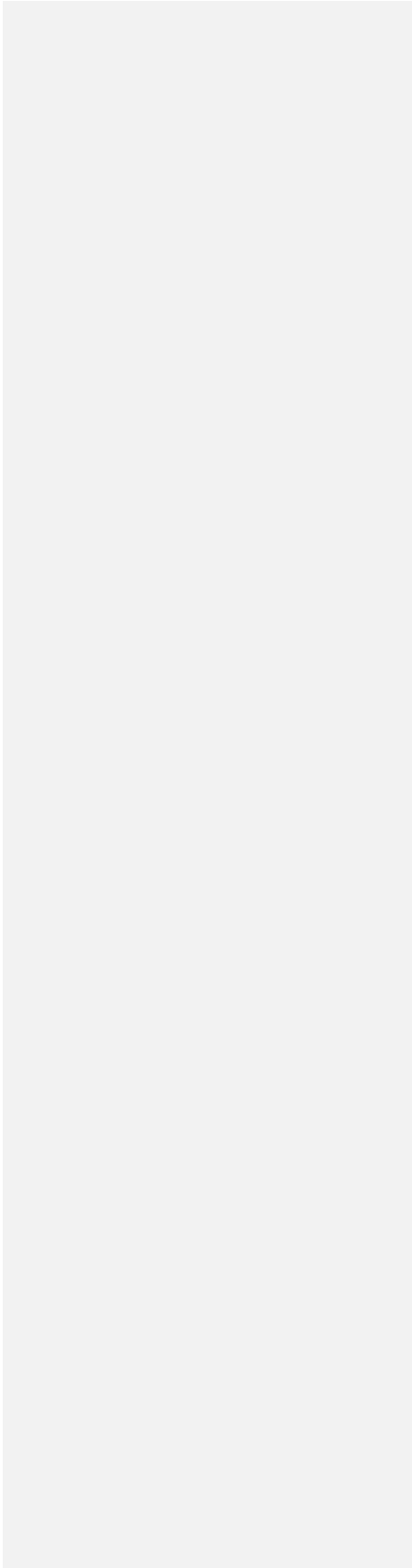
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(g) *Paid Dependent Care Leave.* All regular and appointed employees who are ~~eligible~~approved to take twelve weeks of continuous leave under the ~~city's~~city's family and medical leave policy shall be granted paid dependent care leave one time during the course of their employment with the city to care for their immediate family with a serious health condition in accordance with the following provisions:

- (1) The term "immediate family" is defined for the purpose of this section as ~~husband, wife, an employee's spouse or registered domestic partner, domestic partner's son or daughter, son, daughter, mother, father, brother, sister, mother in law, father in law, son in law, daughter in law, grandparents, grandchildren and stepchildren of the employee;~~
- (2) ~~The term~~ "dependent child of the employee, spouse, or registered domestic partner; or employee's parent,
- (3) ~~The term~~ "care serious health condition" shall mean ~~care necessary due to an illness, mental health maintenance or illness, non-compensable bodily injury or disease, impairment or exposure to contagious disease, physical or to keep a doctor's mental condition that involves inpatient care or dentist's appointment~~continuing treatment by a health care provider.
- (4) An eligible employee will receive up to ~~twelve~~two weeks of pay for dependent care of an immediate family member with a serious health condition at 100 percent of the employee's base pay. Dependent care leave may be utilized one time by each employee during the course of their employment with the city.
- (5) Leave will be based on the employee's certified normal rate of pay, not including premiums or overtime.
- (6) An employee may shall take dependent care leave in no less than one-week increments. An employee is not required to use dependent care leave in consecutive weeks.
- (7) All paid dependent care leave intermittently will run concurrently with family and medical leave under the city's family and medical leave policy.
- (8) The director of human resources may establish reporting and documenting requirements for the use of dependent care leave. An employee may be required to submit a medical certificate or other documentation for any absence under this section. Failure to fulfill any requirements established for use of dependent care leave may result in a denial of such leave.
- (9) A fraudulent request for paid dependent care leave shall be grounds for serious disciplinary action, up to and including termination of employment. Any paid dependent care leave that is taken and later found to be fraudulent shall be deducted from the employee's leave balance.

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Section 2. That this ordinance shall become effective on January 1, 2024.

Approved as to form:

Katherine Chandler
Senior Associate City Attorney