



Agenda

Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

Tuesday, December 17, 2024

10:30 AM

26th Floor, Council Chamber

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

PUBLIC OBSERVANCE OF MEETINGS

Members of the City Council may attend this meeting via video conference.

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 video conference platform ZOOM, using this link:

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

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

FIRST READINGS

Director of General Services

241049 Sponsor: Director of General Services Department

Estimating revenue in the amount of \$4,285.08 in the General Fund; and authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with The Kansas City Boys Choir for the purpose of office space in the Robert J. Mohart Center, located at 3200 Wayne Avenue, Rooms 219, 220, 221, 221A, Kansas City, Missouri 64109.

Attachments: [KC Choir - Approved CREO form](#)
[Exhibit CREO Contract Assurances Addendum rev. 3.22.2023 \(2\) \(1\)](#)
[Lease - 11-1-24](#)
[Docket Memo 11-1-24](#)
[Choir Ordinance- 2024](#)
[Kansas City Boys Choir Lease - C](#)
[Copy of Approp Admin- choir](#)
[Authenticated Ordinance 241049](#)

City Manager's Office

241059 Sponsor: City Manager's Office

Accepting and approving the recommendation of the Tax Increment Financing Commission of Kansas City, Missouri, as to the termination of the Summit Tax Increment Financing Plan and the termination of the designation of Redevelopment Project Areas 8, 9A, and 25 described therein; declaring as surplus those funds within the special allocation fund(s) established in connection with Redevelopment Project Areas 8, 9A, and 25; dissolving the special allocation fund(s) established in connection with Redevelopment Project Areas 8, 9A, and 25; authorizing the distribution of such surplus funds; and directing the City Clerk to send copies of this ordinance to Jackson County.

Attachments: [Summit Termination](#)
[Summit TIF Plan - Termination - Docket Memo](#)

City Manager's Office

241060 Sponsor: City Manager's Office

Approving the Fourth Amendment to the Union Hill Tax Increment Financing Plan; declaring surplus of certain PILOTS on deposit in the Special Allocation and remitting the same to the affected taxing jurisdictions; estimating and appropriating \$4,589,700.00 for Union Hill Streetscape Improvements; authorizing the City Manager to execute a redevelopment agreement with the Tax Increment Financing Commission for the implementation of certain public infrastructure improvements contemplated by the Union Hill Tax Increment Financing Plan; and directing the Clerk to send a copy of this ordinance to Jackson County.

Attachments: [TIF Union Hill - Redevelopment Agreement between the City and TIF Commission](#)
[Union Hill 4th Amendment - FINAL](#)
[Union Hill 4th Amendment - Presentation](#)
[Union Hill TIF Plan - 4th Amendment - Docket Memo](#)

Lucas

241063 Sponsor: Mayor Quinton Lucas

Amending Chapter 2, Code of Ordinances, Administration, by repealing and replacing Sections 2-2151, 2-2152, 2-2153 and 2-2154, for the purpose of enhancing the film development program to better support the evolving needs of Kansas City's creative industry and align more directly with the state of Missouri's film incentive program.

Attachments: [241063com](#)
[Ordinance NO. 241063 - KC Film Office Local Incentive Presentation - FINAL](#)
[241063 - KC Film Office Local Incentive Presentation 12.17.2024](#)
[Docket Memo 12.16.2024](#)

Patterson Hazley, Parks-Shaw and Curls

241069 Sponsor: Councilmember Patterson Hazley

RESOLUTION - Urging the United States Congress and the President to pass and sign legislation creating a National Infrastructure Bank; and directing the Clerk to send copies of this Resolution to state and national leaders.

Attachments: [Docket Memo 241069](#)

Lucas

[241071](#) Sponsor: Mayor Quinton Lucas

Amending Chapter 2, Code of Ordinances, by repealing Section 2-1954 entitled "Fund balance and reserve policy" and enacting in lieu thereof a section of like number and subject matter; and directing the City Manager to require compliance with City partner agency policies for all relevant City contracts entered into or renewed.

Attachments: [No Docket memo 241071](#)
[Docket Memo 241071 - Fund Balance Revision](#)

Robinson

[241074](#) Sponsor: Councilmember Melissa Robinson

Amending various sections of Chapter 2, Code of Ordinances, Administration, and Chapter 38, Code of Ordinance, Civil Rights, to include persons with criminal histories in the classes of persons who may be aggrieved by alleged discrimination or unlawful practices under the City's Code of Ordinances, in order to combat the long-term impacts of incarceration.

***** THIS ORDINANCE WILL BE HELD UNTIL January 7, 2025. *****

Attachments: [5044com](#)
[No Docket memo 241074](#)

HELD IN COMMITTEE

Robinson

[240695](#) Sponsor: Councilperson Melissa Robinson
COMMITTEE SUBSTITUTE

Calling an election on April 8, 2025, for the purpose of renewing a one-quarter cent capital improvement - public safety sales tax for 15 years; setting forth the ballot language to be used; directing the City Clerk to provide notice of election; amending Chapter 68, Article VII, Code of Ordinances by enacting a new Section 68-447.5 contingent upon voter approval; directing the City Clerk to provide notice to the Director of Revenue if the sales tax question is passed by the voters; declaring the intent of the City Council to maintain the currently imposed capital improvement - public safety sales tax through its current expiration of June 30, 2026; and recognizing this ordinance as having an accelerated effective date.

Attachments: [DOCKET MEMO 240695](#)

City Manager's Office

241004 Sponsor: City Manager's Office

Authorizing the City Manager to execute a pre-development agreement with Evergy, Inc., for the development of a solar photovoltaic project on Kansas City International Airport property and establishing terms and conditions for the project development.

Attachments: [2024 1114 Docket Memo - Airport Solar Predevelopment Ordinance](#)
[241004 - Solar Pre-Development Agreement 12.17.2024](#)

ADDITIONAL BUSINESS

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

2. Closed Session

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

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

public.testimony@kcmo.org. Comments received will be distributed to the committee and added to the public record by the clerk.

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

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

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

Adjournment



File #: 241049

ORDINANCE NO. 241049

Sponsor: Director of General Services Department

Estimating revenue in the amount of \$4,285.08 in the General Fund; and authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with The Kansas City Boys Choir for the purpose of office space in the Robert J. Mohart Center, located at 3200 Wayne Avenue, Rooms 219, 220, 221, 221A, Kansas City, Missouri 64109.

..body

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the General Fund, is hereby estimated in the following amount pursuant to The Kansas City Boys/Girls Choir lease agreement:

| | | |
|-----------------------|----------------------|------------|
| 25-1000-071600-457500 | Space Rental Charges | \$4,285.08 |
|-----------------------|----------------------|------------|

Section 2. That the Director of General Services Department is authorized to execute a one (1) year lease agreement with two options to renew for one (1) year each, attached hereto in substantial form, with The Kansas City Boys Choir for the purpose of the use of an office space beginning January 1, 2025, and ending December 31, 2025.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Abigail Judah
Assistant City Attorney

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

Date: 11/11/2024
Form Prepared By: Erica Mackey

| | |
|----------------------------------|--|
| Contract/Project Number: NA | Project Name: The Kansas City Boys/Girls Choir |
| Developer/Prime: NA | Contact Information: 816-291-0531 |
| Final Contract Value: \$4,285.13 | Project Manager: Erica Mackey |

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA Ch. 100 Other: N/A

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

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

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other: Property Lease

Additional Information:
Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with The Kansas City Boys/Girls Choir for the purpose of the use of an office space beginning January 1, 2025, and ending December 31, 2025.

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

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

The Document is:

Approved Disapproved

Changes Needed:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: Alvaro Antiveros Date: 11/13/2024
DocuSigned by: A74835E30B2E429...

Comments:



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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

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

CREO Form 3
Rev. 3.22.2023



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

CREO Form 3
Rev. 3.22.2023



Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

LEASE AGREEMENT 241049
[3200 Wayne Room 216 and 226, Kansas City, Missouri 64108]

THIS LEASE is made on this _____ day of **January 2025** by and between the **City of Kansas City, a Missouri constitutionally chartered municipal corporation** (hereinafter called the “**Lessor**” or “**City**”), and **The Kansas City boys/Girls Choir** a Missouri limited liability company (hereinafter called “**Lessee**”) (Collectively, the Lessor and the Lessee may be referred to herein as the “**Parties**”). The Parties hereby agree as follows:

1. PREMISES. Lesser hereby grants to said Lessee the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises: Approximately **1175.07** square feet at **3200 Wayne, Rooms 219, 220,221, and 221A, Kansas City Missouri, 64109** (“**Premises**”).

2. TERM. The term of this Lease shall be for a period of one (1) year beginning **January 1st, 2025, and ending December 31st, 2025** (“**Term**”), with two (2) options to renew for one year each, subject to the provisions of this Lease Agreement.

3. RENT. During the Term, Lessee shall, pursuant to the Lease, pay a monthly rent of **Three-Hundred Fifty- Seven Dollars and Nine cents (\$357.09) per month.**

The total rent due for the initial twelve (12) month Lease is **Four Thousand Two Hundred Eighty–Five Dollars and Thirteen cents (\$4,285.08).** Future rental amounts due are outlined on the rent schedule attached hereto and incorporated herein as **Exhibit A.**¹

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

Three options for online payment:

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

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

4. USE OF PREMISES. The premises shall be used for the purpose of an office space location for **The Kansas City boys/Girls Choir** and no other use unless specifically authorized by the Lessor through its Director of General Services. Lessee agrees to notify the City’s Director of General Services

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

regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section.

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

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

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

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

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

10. UTILITIES AND SERVICES. Lessee shall pay for all gas and electricity from the commencement of the term and delivering possession. Trash removal, pest control and cleaning for leased space will be the responsibility of the Lessee. Any other services needed with respect to the Lessee's use of the Premises will be the responsibility of the Lessee.

11. ALTERATIONS. Lessee shall not make any material alterations or additions (hereinafter "Improvements") in or to the Premises, without the prior written consent of Lessor. Such consent shall not be unreasonably withheld. Lessee shall make or cause Lessee's Contractor to make all approved improvements in accordance with all applicable Federal, State, and Local laws.

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

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

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

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

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

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

V or better, and are leased or approved by the State of Missouri to do business in Missouri. They shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation.

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

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

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

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

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

21. PUBLIC REQUIREMENTS. Lessee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises or the use thereof and save Lessor harmless from expense or damage resulting from failure to do so. Without limiting the foregoing, Lessee shall comply with Chapter 38 of the Kansas City, Missouri Code of Ordinances, attached hereto as Exhibit B and incorporated herein by reference.

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

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

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

25. SURRENDER AT THE END OF THE TERM. At the expiration of the Initial Term hereby created, or the First Renewal Term if the Lease is renewed, the Lessor or his agent shall have the right to enter and take possession of the Leased Premises, and the Lessee agrees to deliver same without

process of law, and the Lessee shall be liable to Lessor for any loss or damage, including attorney's fees and court costs incurred, as a result of Lessee's failure to comply with the terms hereof.

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

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

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

28. WAIVER. The rights and remedies of the Lessor under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default, or defaults, of this Lease hereunder, shall not be deemed or construed to be a continuing waiver of such breach or default not as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation

of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of this Lease shall reinstate, continue or extend the term above demised.

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

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

The Kansas City Boys/Girls Choir
Mia Ramsey
Executive Director
Mohart Multipurpose Center Room # 219, 220, 221, 221A
3200 Wayne Ave
Kansas City, MO 64109
kcbcginfo@gmail.com
816.214.2330

Addressed to Lessor:

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

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

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

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

34. NO DISCRIMINATION. Lessee shall not discriminate and shall comply with Chapter 38 and Chapter 213, RSMo. Chapter 38 is attached hereto and incorporated in the Lease Agreement.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BANK]

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

LESSEE:
The Kansas City Boys/Girls Choir

BY: _____
Print Name: Mia Ramsey
Executive Director

Date: _____

LESSOR:

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

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

DATE: _____

APPROVED AS TO FORM

BY: _____
Abigail Judah, Assistant City Attorney

EXHIBIT A

RENT SCHEDULE

| MONTH | RENT AMOUNT |
|--|--------------------|
| INITIAL TERM January 1, 2025- December 31, 2025 | |
| January 2025 | \$357.09 |
| February 2025 | \$357.09 |
| March 2025 | \$357.09 |
| April 2025 | \$357.09 |
| May 2025 | \$357.09 |
| June 2025 | \$357.09 |
| July 2025 | \$357.09 |
| August 2025 | \$357.09 |
| September 2025 | \$357.09 |
| October 2025 | \$357.09 |
| November 2025 | \$357.09 |
| December 2025 | \$357.09 |
| FIRST RENEWAL TERM: January 1, 2026- December 31, 2026 | |
| January 2026 | \$357.09 |
| February 2026 | \$357.09 |
| March 2026 | \$357.09 |
| April 2026 | \$357.09 |
| May 2026 | \$357.09 |
| June 2026 | \$357.09 |
| July 2026 | \$357.09 |
| August 2026 | \$357.09 |
| September 2026 | \$357.09 |
| October 2026 | \$357.09 |
| November 2026 | \$357.09 |
| December 2026 | \$357.09 |
| SECOND RENEWAL TERM: January 1, 2027- December 31, 2027 | |
| January 2027 | \$357.09 |
| February 2027 | \$357.09 |
| March 2027 | \$357.09 |
| April 2027 | \$357.09 |
| May 2027 | \$357.09 |
| June 2027 | \$357.09 |
| July 2027 | \$357.09 |
| August 2027 | \$357.09 |
| September 2027 | \$357.09 |
| October 2027 | \$357.09 |
| November 2027 | \$357.09 |
| December 2027 | \$357.09 |
| TOTAL: 3 YEARS (36 MONTHS) | \$12,855.24 |

EXHIBIT B

Chapter 38 CIVIL RIGHTS²

ARTICLE I. IN GENERAL

DIVISION 1. DEFINITIONS

Sec. 38-1. Definitions.

- (a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning or an alternative definition has been provided:
- (1) *Age* means an age of 40 or more years, except that it shall not be an unlawful employment practice for an employer to require the compulsory retirement of any person who has attained the age of 85 and who, for the two-year period immediately before retirement, is employed in a bona fide executive or high policymaking position, if such person is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit sharing, savings or deferred compensation plan, or any combination of such plans, of the employer, which equals, in the aggregate, at least \$344,000.00.
 - (2) *City* means the City of Kansas City, Missouri.
 - (3) *Commission* means the city human rights commission.
 - (4) *Complainant* means any person claiming injury by the alleged violation of RSMo ch. 213, or of this chapter, including persons who believe they will be injured by an unlawful discriminatory practice that is about to occur.
 - (5) *Complaint* means a verified written statement of facts and circumstances, including dates, times, places and names of persons involved in any alleged violation of any provision of RSMo ch. 213, or of this chapter.

²Editor's note(s)—Ord. No. 130041, § 5, adopted March 21, 2013, amended the Code by repealing former ch. 38, §§ 38-1—38-4, 38-31—38-38, 38-61, 38-62, 38-82.1—38-82.11, 38-83.1—38-99, 38-100.1—38-103, 38-131—38-137, and adding a new ch. 38. Former ch. 38 pertained to similar subject matter, and derived from the Code of Gen. Ords. of 1967, §§ 26.202—26.217, and 26.311—26.313; Ord. No. 920812, adopted August 6, 1992; Ord. No. 930612, adopted June 3, 1993; Ord. No. 930916, adopted August 12, 1993; Ord. No. 960063, adopted March 7, 1996; Ord. No. 961353, adopted November 7, 1996; Ord. No. 970179, adopted February 24, 1997; Ord. No. 971501, adopted October 23, 1997; Ord. No. 980041, adopted January 29, 1998; Ord. No. 970828, adopted August 27, 1998; Ord. No. 991187, adopted September 23, 1999; Ord. No. 030449, adopted April 3, 2003; Ord. No. 030287, adopted July 31, 2003; Ord. No. 040811, adopted July 28, 2004; Ord. No. 050821, adopted July 28, 2005; Ord. No. 070504, adopted April 26, 2007; Ord. No. 070829, adopted August 9, 2007; Ord. No. 071067, adopted November 1, 2007; Ord. No. 080311, adopted April 3, 2008; Ord. No. 090108, adopted April 2, 2009; Ord. No. 100802, adopted October 14, 2010; Ord. No. 110970, adopted January 19, 2012; and Ord. No. 120008, adopted January 26, 2012. Subsequently, Ord. No. 210645, § 5, adopted August 12, 2021, amended the Code by changing the title of ch. 38.

Cross reference(s)—Civil rights and equal opportunity department, § 2-551 et seq.; equal employment opportunity program for employment with city, § 2-1901 et seq.; tax incentive payment for hiring handicapped persons, § 68-511 et seq.

- (6) *Contract* means any contract to which the city shall be a contracting party, except the following:
- a. Personal services contracts.
 - b. Emergency requisitions for goods, supplies or services.
 - c. Impressed accounts in the nature of petty cash funds.
 - d. Contract or lease, the cost of which will not exceed \$300,000.00.
- (7) *Covered multifamily dwelling* means a building consisting of four or more units if the building has one or more elevators or a ground floor unit in a building consisting of four or more units.
- (8) *Department* means the department of civil rights and equal opportunity.
- (9) *Director* means the director of the civil rights and equal opportunity department or their delegate.
- (10) *Disability* means, with respect to employment, a person who is otherwise qualified and who, with reasonable accommodation, can perform the essential functions of the job in question. Generally, a person with a disability is any person who:
- a. Has a physical or mental impairment which substantially limits one or more major life activities;
 - b. Has a record of having such impairment; or
 - c. Is regarded as having such an impairment.
- (11) *Dwelling* means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.
- (12) *Employee* means any individual employed by an employer, but does not include an individual employed by his parents, spouse or child or any individual employed to render services as a domestic in the home of the employer.
- (13) *Employer* includes any person employing six or more employees.
- (14) *Employment agency* means any person, agency or organization, regularly undertaking, with or without compensation, to procure opportunities for employment or to procure, recruit, refer or place employees.
- (15) *Familial status* means one or more individuals, who have not attained the age of 18 years, being domiciled with:
- a. A parent or another person having legal custody of such individual or individuals; or
 - b. The designee of such parent or other person having such custody, with the written permission of such parent or other person. The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. No provision in this chapter regarding familial status shall apply to housing for older persons, as defined in section 3607 of title 42 of the United States Code Annotated.
- (16) *Family* includes a single individual.
- (17) *Franchise holder* means any individual, partnership, corporation, association or other entity, or any combination of such entities, holding a franchise hereafter granted or renewed by the city.
- (18) *Gender identity* means the actual or perceived appearance, expression, identity or behavior of a person as being male or female, whether or not that appearance, expression, identity or behavior is different from that traditionally associated with the person's designated sex at birth.

- (19) *Labor organization* means any organization which exists for the purpose in whole or in part of collective bargaining or for dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.
- (20) *Performance of work* means the furnishing of any personal service, labor, materials or equipment used in the fulfillment of a contractor's obligation under a city contract.
- (21) *Person* includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other organizations; except the term "person" does not include any local, state or federal governmental entity.
- (22) *Prohibited dress code* means a set of rules governing, prohibiting or limiting access to a place or business, or portion thereof, defined herein as a "public accommodation" because of any of the following:
- a. The wearing of jewelry, the manner in which jewelry is worn or the combination of items of jewelry worn,
 - b. The wearing of a garment or headdress which is generally associated with specific religions, national origins or ancestry,
 - c. The length of the sleeve of a shirt or the leg of a pair of pants or shorts is too long, except that nothing herein shall be construed to prohibit a dress code that requires the wearing of a shirt,
 - d. The style, cut or length of a hair style,
 - e. The colors of the garments,
 - f. In conjunction with a major Kansas City sporting event the wearing of athletic apparel which displays either a number, a professional or college team name or the name of a player;
 - g. The wearing of tee-shirts, except that nothing herein shall be construed to prohibit a dress code that requires such tee-shirts to have sleeves, or to prohibit a dress code that does not allow undershirts, undergarments, or tee-shirts of an inappropriate length. Designer tee-shirts, which are fitted and neat, cannot be banned.
- (23) *Public accommodation* means any place or business offering or holding out to the general public goods, services, privileges, facilities, advantages or accommodations for the peace, comfort, health, welfare and safety of the general public, or providing food, drink, shelter, recreation or amusement, including but not limited to:
- a. Any inn, hotel, motel or other establishment which provides lodging to transient guests, other than an establishment located within a building which contains not more than five rooms for rent or hire and which is actually occupied by the proprietor of such establishment as his residence.
 - b. Any restaurant, tavern, cafeteria, lunchroom, lunch counter, soda fountain or other facility principally engaged in selling food for consumption on the premises, including but not limited to any such facility located on the premises of any retail establishment.
 - c. Any gasoline station, including all facilities located on the premises of such gasoline station and made available to the patrons thereof.
 - d. Any motion picture house, theater, concert hall, sports arena, stadium or other place of exhibition or entertainment.
 - e. Any public facility owned, operated or managed by or on behalf of this city or any agency or subdivision thereof, or any public corporation; and any such facility supported in whole or in part by public funds.

- f. Any establishment which is physically located within the premises of any establishment otherwise covered by this definition or within the premises in which is physically located any such covered establishment, and which holds itself out as serving patrons of such covered establishment.
 - g. Any institution, association, club or other entity that has over 250 members, provides regular meal service, and regularly receives payment for meals, beverages, dues, fees, the use of its facilities or services directly or indirectly from or on behalf of nonmembers in furtherance of trade or business.
- (24) *Redevelopment area* means a tax increment redevelopment area as defined in RSMo § 99.805 (11); a planned industrial expansion project area as defined in RSMo § 100.300et seq.; an urban renewal project area or land clearance project area as defined in RSMo § 99.300 et seq.; any area under the control of the port authority of Kansas City, Missouri, or subject to a contract, lease or other instrument to which the port authority is a party; or an area determined by the city to be blighted pursuant to RSMo chapter 353.
 - (25) *Rent* means to lease, sublease, let or otherwise grant for a consideration the right to occupy premises not owned by the occupant.
 - (26) *Respondent* means any person against whom it shall be alleged by complaint or identified during the course of an investigation that such person has violated, is violating or is about to violate any provision of RSMo chapter 213, or this chapter.
 - (27) *Sex* shall include sexual harassment.
 - (28) *Sexual orientation* means actual or perceived heterosexuality, homosexuality or bisexuality.
 - (29) *Subcontractor* means any individual, partnership, corporation, association or other entity, or other combination of such entities, which shall undertake, by virtue of a separate contract with a contractor, to fulfill all or any part of any contractor's obligation under a contract with the city, or who shall exercise any right granted to a franchise holder, and who has 50 or more employees exclusive of the parents, spouse or children or such subcontractor.
 - (30) *Unlawful discriminatory practice* means any discriminatory practice as defined and prohibited by sections 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113.
- (Ord. No. 130041, § 5, 3-21-13; Ord. No. 180034 , § 1, 2-1-18; Ord. No. 180724 , § 1, 2-7-19; Ord. No. 190380 , § 1, 5-23-19; Ord. No. 200837 , § 1, 10-1-20; Ord. No. 210645 , § 5, 8-12-21)

Secs. 38-2—38-20. Reserved.

ARTICLE II. ADMINISTRATION

DIVISION 1. ENFORCEMENT

Sec. 38-21. Powers and duties of director.

The director is hereby charged with administration and enforcement of all sections of this chapter and is hereby authorized and empowered to do the following:

- (1) *Rules and regulations.* To adopt, amend and enforce rules and regulations relating to any matter or thing pertaining to the administration of this chapter.

- (2) *Complaint investigation.* To receive, investigate and, upon finding probable cause on any complaint of violation of RSMo ch. 213, to bring such complaint before the human rights commission. If the director finds probable cause to believe that a violation of this chapter has occurred, he or she may refer the matter to the city counselor's office for prosecution in municipal court. Any staff assigned to assist the commission shall be supervised by the director of civil rights and equal opportunity. The director shall not have the power to process complaints of discrimination brought against the city and shall defer any such complaints to the state commission on human rights or any appropriate federal agency for processing.
- (3) *Authority regarding discrimination within city administration.* To investigate and recommend to the city manager any policy changes or specific actions that the director determines are necessary to ensure that the city administration is in compliance with the provisions of this chapter or with state and federal discrimination laws.
- (4) *Initiation of complaints.* Whenever the director has reasonable cause to believe that an unlawful discriminatory practice has occurred, he or she may initiate a complaint alleging violation of any section RSMo ch. 213, or of this chapter.
- (5) *Compliance investigation.* To investigate, survey and review any and all affirmative action programs, city contracts and franchises which are subject to this chapter and to take such action with respect thereto as shall ensure compliance with this chapter.
- (6) *Conciliation.* To attempt to eliminate any unlawful discriminatory practice or any other violation of the terms of this chapter by means of conference, conciliation, persuasion and negotiation and to enter into conciliation agreements.
- (7) *Authority to dismiss complaints.* To dismiss any complaint upon finding such complaint to be frivolous or without merit on its face or upon a finding that the allegedly unlawful discriminatory practice has been eliminated through conciliation.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645 , § 5, 8-12-21)

Sec. 38-22. Reserved.

Sec. 38-23. Complaint procedure.

- (a) *Filing of complaint.*
 - (1) Any person claiming injury by an allegedly unlawful discriminatory practice may, by himself or by his attorney, make, sign and file a verified written complaint with the director on forms provided by the director, which shall state the name and address of the person alleged to have committed the unlawful discriminatory practice complained of and which shall set forth the particulars thereof and contain such other information as may be required by the director for the investigation of the complaint.
 - (2) Any complaint filed pursuant to RSMo ch. 213, or this chapter must be filed within 180 days after the alleged unlawful discriminatory practice was committed.
- (b) *Investigation.* After the filing of any complaint, the director shall:
 - (1) During the period beginning with the filing of such complaint and ending with the notice of public hearing before the commission, to the extent possible, engage in conciliation with respect to such complaint. Any agreement reached during these conciliation efforts shall conform to the requirements of subsection (d) of this section.
 - (2) Promptly serve notice upon the complainant acknowledging and advising the complainant of the time limits and choice of forums provided under RSMo ch. 213, and this chapter.

- (3) Promptly serve notice on the respondent or the person charged with a discriminatory practice advising of his or her procedural rights and obligations under this chapter, together with a copy of the complaint.
 - (4) Commence investigation of the complaint within 30 days of the receipt of the complaint.
 - (5) For housing and public accommodation complaints, complete the investigation of the complaint within 100 days unless it is impracticable. If the director is unable to complete the investigation within 100 days, the director shall notify the complainant and the respondent in writing of the reasons for not doing so.
 - (6) Make final administrative disposition of a housing or public accommodations complaint within one year of the date of receipt of a complaint unless it is impracticable to do so, in which case the director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (c) *No probable cause finding.* If it shall be determined after such investigation that no probable cause exists for crediting the allegations of the complaint, the director shall cause to be issued and served upon all parties written notice of such determination.
- (d) *Probable cause finding; conciliation.*
- (1) If it shall be determined after such investigation that probable cause exists for crediting the allegations of the complaint, the director shall immediately endeavor to eliminate the unlawful discriminatory practice complained of by conference, conciliation and persuasion. Each conciliation agreement shall include provisions requiring the respondent to refrain from the commission of such allegedly unlawful discriminatory practice in the future and may contain such further provisions as may be agreed upon by the complainant and the respondent subject to the approval of the director. The director shall not disclose what has transpired in the course of such endeavors and shall not make or maintain a public record of such endeavors as the term "public record" is defined in RSMo ch. 610.
 - (2) If the respondent, the complainant and the director agree upon conciliation terms, the director shall compile the terms of the conciliation agreement for the signature of the complainant, respondent and director. Each conciliation agreement shall be made public unless the complainant and respondent otherwise agree and the director determines that disclosure is not legally required and is not required to further the purposes of this chapter.
- (e) *Failure to conciliate; hearing or prosecution.* If the director believes that he has failed to eliminate an allegedly unlawful discriminatory practice through conciliation, he shall cause to be issued and served a written notice thereof. If the complaint alleges a discriminatory practice prohibited by this chapter, the director may refer the matter to the city counselor for possible prosecution in municipal court. If the complaint alleges a discriminatory practice prohibited by RSMo ch. 213, the director shall refer the matter to the commission for hearing.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-24. Reserved.

Sec. 38-25. Hearing or civil action.

- (a) *Hearing notice.* Upon referral from the director of a matter to be set for hearing, the commission shall set a date upon which a hearing shall be held by a hearing examiner appointed by the city and shall notify all parties of the date thereof. The notice shall be served upon the parties at least 20 days prior to the date of the hearing. A copy of the complaint shall be attached to each such notice.
- (b) *Election to file civil action in housing cases.*

- (1) When a written notice of hearing on a complaint of housing discrimination is issued, a complainant or respondent may elect to have the claims asserted in that complaint decided in a civil action, in accordance with RSMo § 213.076. Written notice of an election made under this subsection shall be filed with the commission with notice to all parties within 20 days of the date on which the notice of hearing was mailed.
 - (2) If such an election is made, the director shall request that the city counselor file suit on behalf of the city and the complainant unless the complainant chooses to bring an action through his or her own private counsel. Within 30 days of the election, the city counselor shall commence, maintain and pay the costs of a civil action in the name of the city and any complainant not represented by private counsel seeking relief as authorized by RSMo ch. 213; however, before such suit is filed by the city on behalf of any complainant, the complainant will agree in writing that any costs or attorneys' fees recovered in such an action will be remitted to the city. The complainant shall have no liability to the city for costs and attorneys' fees except to the extent that such costs and attorneys' fees are awarded by the court to the complainant and paid by a respondent (defendant). Should the city counselor prevail in such suit, he is hereby authorized and directed to seek and recover costs and attorneys' fees. Any attorneys' fees or costs recovered by the city or by a complainant and remitted to the city shall be paid into the general fund of the city.
- (c) *Record of proceedings.* The hearing examiner shall cause all proceedings before it to be either tape recorded or held before a certified court reporter.
- (d) *Hearing procedure.* The hearing shall be conducted in accordance with RSMo ch. 536, and with rules adopted by the commission. The commission or the hearing examiner appointed to hear a matter may subpoena witnesses, compel their attendance, administer oaths, take the testimony of any person under oath, and require the production for examination of any books, papers or other materials relating to any matter under investigation or in question before the commission.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-26. Reserved.

Sec. 38-27. Discovery.

In any case which is before the commission, any party may obtain discovery in the same manner, upon and under the same conditions and upon the same notice and other requirements as is or may hereafter be provided for with respect to discovery in civil actions by rule of the supreme court of the state for use in circuit court. The designated hearing examiner for the human rights commission shall have the same responsibilities and authority with respect to discovery as is vested in circuit judges by supreme court rule. Enforcement of discovery shall be by the same methods, terms and conditions as provided by supreme court rule in civil actions in the circuit court; except that no order issued pursuant to such rule which requires a physical or mental examination, permits entrance upon land or inspection of property without permission of the owner, or purports to hold any person in contempt shall be enforceable except upon order of the circuit court after notice and hearing. The hearing examiner may limit discovery as is appropriate in each case.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-28. Reserved.

Sec. 38-29. Penalty for refusal or failure to obey subpoena.

If any person fails, neglects or refuses to obey all the terms of any subpoena or subpoena duces tecum issued by the human rights commission or its designated hearing examiner, such failure shall be dealt with as provided by the applicable section of RSMo. ch. 536.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-30. Reserved.

Sec. 38-31. Decision and order by commission.

- (a) The hearing examiner shall make findings of fact and conclusions of law and shall recommend to the commission an order granting any relief that is necessary to remedy any discrimination found and which is consistent with RSMo § 213.075, or dismissing the complainant as to the respondent, in accordance with such findings. The commission or a panel of at least three members of the commission shall review the record, findings and recommended order of the hearing examiner. The commission or panel shall thereafter accept or amend the recommended order, which shall become the order of the commission. All orders shall be served on the complainant and respondent and such other public officers as the commission deems proper.
- (b) The order of the commission shall not become final for appeal purposes until it is filed with and approved by the state commission on human rights, in accordance with the procedures set forth in RSMo § 213.135.
- (c) After rendition of the commission's decision on a contract compliance or affirmative action matter, the contracting officer shall serve upon the respondent a copy of such order and decision. The respondent shall have 30 days after delivery of the order and decision to demonstrate to the director willingness to comply with the terms and conditions of such order, failing which the contracting officer shall proceed to cancel, terminate or suspend the contract, or declare the contractor ineligible to receive any city contract or franchise for a period of one year, as such order may require. Willingness of the contractor to comply with such order may be evidenced by his or her written agreement to comply with the terms and conditions set forth in the order.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-32. Reserved.

Sec. 38-33. Confidentiality of statements and documents.

No documents which have been submitted nor anything which has been said or done during the course of a conciliation endeavor or as a result of an affirmative action program submission shall be made public or used as evidence in any subsequent proceedings without the written consent of the parties concerned, except as such statements or documents are public records as defined by state law or except when such statements or documents are used as evidence before a hearing examiner for the human rights commission.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-34. Reserved.

Sec. 38-35. Suspension or revocation of business license.

Upon the final determination of any violation of this chapter, the license of such violator to do business in this city may be suspended for up to 30 days; and, upon a third final determination of any violation of this chapter within five years, the license of such person to do business in this city shall be revoked.

(Ord. No. 130041, § 5, 3-21-13)

Secs. 38-36—38-40. Reserved.

DIVISION 2. HUMAN RIGHTS COMMISSION³

Sec. 38-41. Establishment; membership.

- (a) There shall be a human rights commission, formerly known as the civil rights board, which shall be an agency as such term is defined in RSMo § 536.010. Such commission shall comprise seven members, including a chairperson, to be appointed by the mayor. The commission shall be a local commission as authorized by RSMo §§ 213.020 and 213.135, and as such shall have the power and authority to hear complaints of violations of RSMo ch. 213, in accordance with procedures set forth in RSMo ch. 213, and in this chapter.
- (b) All members shall serve without compensation and shall serve initial staggered terms at the discretion of the council and mayor of three years for three members, two years for three members, and one year for one member; provided that all members shall continue in office until their respective successors shall have been appointed and qualified. In the event of death or resignation of any appointee, a successor shall be appointed by the original appointing authority to serve during the unexpired portion of his or her term.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-42. Reserved.

Sec. 38-43. Powers and duties.

- (a) The commission may adopt rules of procedure consistent with RSMo chs. 213 and 536, and this chapter.
- (b) The commission shall prepare an annual report to be presented to the mayor and council concerning the conditions of minority groups in the city, with special reference to discrimination, civil rights, human relations, hate group activity, bias crimes and bias practices and attitudes among institutions and individuals in the community. The report may also include other social and economic factors that influence conditions of minority groups, as well as the causes of these conditions and the effects and implications to minority groups and the entire city. In preparation for the report the commission may conduct hearings and conduct whatever other research is necessary. The report shall include appropriate recommendations to the mayor and the council.
- (c) The commission shall form task forces as follows:
 - (1) The commission shall form task forces including: youth, business, media, education, law enforcement, religion, labor, gay and lesbian issues, metropolitan area cooperation, and others as may be deemed appropriate.

³Cross reference(s)—Kansas City Lesbian, Gay, Bisexual, Trans and Queer Commission (LGBTQC), § 2-970.60 et seq.

- (2) One member of each task force may be appointed from each councilmanic district, that member to be agreed upon jointly by the councilmembers from that district. Councilmembers may recommend additional members as appropriate.
 - (3) Except as provided in subsection (c)(2) of this section, the chairperson of the commission shall appoint the chairs and members of the task forces.
 - (4) The task forces shall consist of no more than 15 members except where the commission chairperson specifically approves additional members.
 - (5) The task forces will assist the commission in the preparation of the commission's annual report to the mayor and council.
- (d) The commission is empowered to investigate hate group activity and incidents of bias crimes and work with law enforcement agencies and others to implement programs and activities to combat hate group activity and bias crimes.
 - (e) The commission may seek information from any and all persons, agencies and businesses, in both the public and private sectors, to identify and investigate problems of discrimination and bias as they affect the citizens of the city either directly or indirectly.
 - (f) The commission may cooperate with public and private educational institutions at primary, secondary and post-secondary levels to foster better human relations among the citizens of the city and within the metropolitan Kansas City area.
 - (g) The commission may work with civil rights organizations, community organizations, law enforcement agencies, school districts and others to collect and review data relating to patterns of discrimination, bias crimes, hate group activity, and general issues of civil and human rights.
 - (h) The commission may conduct studies, assemble pertinent data, implement educational programs and organize training materials for use by the commission to assist civil and human rights agencies, neighborhood organizations, educational institutions, law enforcement agencies, labor unions and businesses and others to prevent discrimination.
 - (i) The commission may serve as an advocate to prevent discrimination and bias crimes.
 - (j) The commission chairperson may appoint such committees from its membership or other citizens to fully effectuate the purpose of this chapter.
 - (k) The commission is empowered to hold hearings regarding issues of general or specific civil and human rights affecting the citizens of the city, to review decisions of hearing examiners appointed by the city to hear charges of violations of RSMo ch. 213, to administer oaths, and to take the testimony of any person under oath.
 - (l) Based upon its hearings or those held by its hearing examiners, the commission shall issue such findings as it deems appropriate under the circumstances. If the commission finds that a respondent has engaged in an unlawful discriminatory practice as defined in RSMo ch. 213, the commission shall issue and cause to be served on the respondent an order requiring the respondent to cease and desist from the unlawful discriminatory practice. The order shall require the respondent to take such affirmative action or award such relief as in the commission's judgment will implement the purposes of this chapter and of Chapter 213, RSMo, including but not limited to the assessment of civil penalties, reinstatement, back pay, making available the dwelling or public accommodation, actual damages, or any other relief that is deemed appropriate and which is consistent with Chapter 213, RSMo.
 - (m) Should the respondent also be a city contractor, upon complaint by the civil rights and equal opportunity department and after hearing duly held, the commission shall make findings of fact and conclusions of law; and when it finds a breach of conditions of any contract or franchise wherein compliance with this chapter is assured, it shall make an order specifying the terms and conditions under which any contract or franchise will be continued in force, or in the alternative shall order the cancellation, termination or suspension of such

contract or franchise, or order that such contractor or franchise holder be ineligible to receive any city contract or franchise for a period of one year.

- (n) The chairperson may appoint hearing review panels composed of not less three persons to review hearings conducted by a hearing examiner regarding violations of RSMo ch. 213. Panels shall be appointed on a rotating basis to ensure that all commission members have an opportunity to review recommended findings of the hearing examiner. Any member of the commission who has a conflict of interest or the appearance of a conflict of interest regarding an issue to be heard by the commission will not participate in the proceedings regarding that issue.
- (o) The commission is empowered to hold hearings, upon complaint of an aggrieved party or upon an investigation by the director to determine whether the owner, operator, agent or an employee of a business or facility within a redevelopment area is using a prohibited dress code. Based upon its hearings, or those held by its hearing examiners, the commission shall issue such findings as it deems appropriate under the circumstances. If the commission finds that the owner, operator or employee of such a business or facility has used, or is using, a prohibited dress code, and, therefore, has engaged in an unlawful discriminatory practice as defined in RSMo ch. 213, or in section 38-113, the commission shall issue and cause to be served on the owner, operator, agent or employee an order requiring the owner, operator or employee to cease and desist from the use of the prohibited dress code. The order may also require the owner, operator, agent or employee to take further affirmative action or award such relief as in the commission's judgment will implement the purposes of this chapter and of RSMo ch. 213, including but not limited to the assessment of civil penalties, making access available to those individuals denied access to the public accommodation because of the use of a prohibited dress code, actual damages, or any other relief that is deemed appropriate and which is consistent with RSMo ch. 213, and chapter 38, Code of Ordinances.
- (p) The commission shall study, advise and make other recommendations for legislation, policies, procedures and practices of the city, other businesses entities, and other public entities as are consistent with the purposes of this chapter.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645 , § 5, 8-12-21)

Secs. 38-44—38-60. Reserved.

DIVISION 3. BIAS OFFENSE REPORTING

Sec. 38-61. Reporting responsibility.

- (a) The police department of the city shall collect and maintain information relating to alleged crimes and ordinance violations occurring within the city in which the evidence of the offense indicates it was motivated by bigotry or bias related to the race, religion, sexual orientation or ethnicity of individuals or groups. For purposes of this section the following crimes and ordinance violations contained in the Code of Ordinances are included:
 - (1) Section 1-17(d) General penalty; continuing violations;
 - (2) Section 50-9, Stalking;
 - (3) Section 50-102, Trespass generally;
 - (4) Section 50-124, Institutional vandalism;
 - (5) Section 50-125, Defacing property with aerosol paint and like materials;
 - (6) Section 50-159, Harassment;
 - (7) Section 50-164, Disorderly conduct;

- (8) Section 50-167, Disturbing the peace;
- (9) Section 50-168, Bodily injury—Attempting;
- (10) Section 50-169, Same—Inflicting;
- (11) Section 50-170, Assault on persons or on route to or from school premises; disturbing school activities;
- (12) Section 50-171, Aggravated trespass;
- (13) Section 50-261, Unlawful use of weapons—generally;
- (14) Section 64-11, Throwing missiles;
- (15) Section 64-12, Throwing objects from buildings.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-62. Reserved.

Sec. 38-63. Reporting system.

The police department of the city shall develop a system by which the required reporting shall be accomplished. The reporting system shall include monthly distribution of the information collected to the civil rights and equal opportunity department of the city, and to the United States Department of Justice, Community Relations Service, Central Region.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645 , § 5, 8-12-21)

Sec. 38-64. Reserved.

Sec. 38-65. Incident reports.

- (a) Whenever any police officer has identified a victim of an alleged bias crime or city ordinance violation, the police department of the city shall, to the extent known, supply the name, address and telephone number of the victim to the director of the civil rights and equal opportunity department, acting for the human rights commission, together with other relevant information concerning the victim. Whenever any police officer has identified an incident that does not constitute a crime or city ordinance violation the officer will refer the victim to the civil rights and equal opportunity department. The director of civil rights and equal opportunity shall establish a telephone line for citizens to call to report incidents of possible bias incidents that are not crimes or city ordinance violations.
- (b) The purposes of this reporting are to permit the director of civil rights and equal opportunity, or other designated party appointed by the director, acting for the human rights commission, to:
 - (1) Contact the victim for the purpose of offering to help the victim deal with the police department, prosecutors and other interested agencies, and to help secure any other support which may be available to the victim; and
 - (2) Determine whether the incident is related to a pattern of discrimination, or if, due to bias-related tensions in the area where the incident occurred, further incidents are likely to occur if remedial action is not taken.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645 , § 5, 8-12-21)

Secs. 38-66—38-100. Reserved.

ARTICLE III. DISCRIMINATORY PRACTICES

DIVISION 1. IN GENERAL

Sec. 38-101. Prohibited.

- (a) Discriminatory practices, as defined in sections 38-102, 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113, are prohibited. Any person who engages in a prohibited discriminatory practice shall be guilty of an ordinance violation, punishable by a fine of not more than \$500.00, by imprisonment of not more than 180 days, or by such fine and imprisonment.
- (b) Nothing in sections 38-102, 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113 shall be read or interpreted to require the imposition of quotas or any form of affirmative action to remedy any past practices.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 190380, § 1, 5-23-19)

Sec. 38-102. Salary history.

- (a) Except as otherwise provided in in this section, it shall be unlawful for an employer or agent to:
 - (1) Inquire about the salary history of an applicant for employment; or
 - (2) Screen job applicants based on their current or prior wages, benefits, or other compensation, or salary histories, including requiring that an applicant's prior wages, benefits, other compensation or salary history satisfy minimum or maximum criteria; or
 - (3) Rely on the salary history of an applicant in deciding whether to offer employment to an applicant, or in determining the salary, benefits, or other compensation for such applicant during the hiring process, including the negotiation of an employment contract; or
 - (4) Refuse to hire or otherwise disfavor, injure or retaliate against an applicant for not disclosing his or her salary history to an employer.
- (b) Notwithstanding paragraph (a) of this section, an employer or its agent may, without inquiring about salary history, engage in discussion with the applicant about the expectations with respect to salary, benefits, and other compensation, including but not limited to unvested equity or deferred compensation that an applicant would forfeit or have cancelled by virtue of the applicant's resignation from their current employer.
- (c) The prohibitions in paragraph (a) of this section shall not apply to:
 - (1) Applicants for internal transfer or promotion with their current employer;
 - (2) A voluntary and unprompted disclosure of salary history information by an applicant;
 - (3) Any attempt by an employer to verify an applicant's disclosure of non-salary related information or conduct a background check, provided that if such verification or background check discloses the applicant's salary history, such disclosure shall not be relied upon for purposes of determining the salary, benefits, or other compensation of such applicant during the hiring process, including the negotiation of a contract;
 - (4) Employee positions for which salary, benefits, or other compensation are determined pursuant to procedures established by collective bargaining; and
 - (5) Applicants who are re-hired by the employer within five years of the applicant's most recent date of termination from employment by the employer, provided that the employer already has past salary history data regarding the applicant from the previous employment of applicant.

Sec. 38-103. Employment.

- (a) It shall be unlawful for any employer, employment agency or labor organization to commit any of the following discriminatory employment practices:
 - (1) For any employer to fail or refuse to hire or promote, or to discharge, any individual or otherwise to rule or act against any individual with respect to compensation, tenure, conditions or privileges because of such individual's race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (2) For any employer to limit, segregate or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (3) For any employer, labor organization or employment agency or any joint labor-management committee controlling apprenticeship training programs to deny or withhold from any person the right to be admitted to or participate in a guidance program or an apprenticeship training program because of race, color, sex, religion, national origin or ancestry, disability sexual orientation or gender identity.
 - (4) For any employer or employment agency to fail or refuse to refer any individual for an employment interview or to print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for employment or to make any inquiry in connection with prospective employment, which expresses any limitation, specification or preference, because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (5) For any employer to substantially confine or limit recruitment or hiring of employees to any employment agency, employment services, labor organization, training school, training center or any other employee-referring source which excludes persons because of their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (6) For any labor organization to in any way deprive or limit any person in his or her employment opportunities or otherwise adversely affect his status as an applicant for employment or as an employee, with regard to tenure, compensation, promotion, discharge or any other terms, conditions or privileges directly or indirectly related to employment, because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (7) For any employer, employment agency or labor organization to discharge, expel, demote, fail to promote or otherwise rule against any person because he or she has filed a complaint, testified or assisted in any manner in any investigation or proceedings under this chapter.
 - (8) For any person, whether or not an employer, employment agency or labor organization, to aid, abet, incite, compel, coerce or participate in the doing of any act declared to be a discriminatory practice under this chapter, or to obstruct or prevent any person from enforcing or complying with the provisions of this chapter, or to attempt to commit any act declared by this chapter to be a discriminatory practice.
- (b) Notwithstanding any other provision of this section, it shall not be an unlawful employment practice for an employer to apply different standards of compensation or different terms, conditions or privileges of employment pursuant to a bona fide seniority or merit system.
- (c) Notwithstanding any other provision of this section, it shall not be an unlawful employment practice for a religious organization, association or society, or any nonprofit institution or organization operated,

supervised or controlled by or in conjunction with a religious organization, association or society, to discriminate in its employment decisions on the basis of religion, sexual orientation or gender identity.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-104. Criminal records in employment.

- (a) Except as provided in subsection (b), it should be unlawful:
 - (1) For an employer to base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
 - (2) For an employer to inquire about an applicant's criminal history until after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (b) The requirements set forth in subsection (a) of this section do not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

(Ord. No. 180034 , § 1, 2-1-18)

Sec. 38-105. Housing.

- (a) It is the policy of the city to provide, within constitutional limitations, for fair housing throughout the corporate limits of the city.
- (b) Within this section "protected trait" shall mean actual or perceived race, color, religion, national origin, sex, mental or physical disability, marital status, familial status, age sexual orientation or gender identity, gender expression, ethnic background, or being a victim of domestic violence, sexual assault or stalking.
- (c) If the director finds probable cause of a violation of this section, the director shall notify the director of health of the violation and assist the director of health in any related investigation, in addition to pursuing any enforcement authorized by chapter 213 RSMo.
- (d) The following discriminatory housing practices shall be unlawful:
 - (1) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of property offered for sale or rental, or otherwise make unavailable or deny a dwelling to any person, because of a protected trait.
 - (2) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of a protected trait.
 - (3) To make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference or limitation based on a protected trait or an intention to make any such preference, limitation, or discrimination.
 - (4) To represent to any person, because of a protected trait, that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.
 - (5) To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of persons of a particular protected trait.

- (6) For a person in the business of insuring against hazards to refuse to enter into or discriminate in the terms, conditions or privileges of a contract of insurance against hazards to a dwelling because of a protected trait pertaining to persons owning or residing in or near the dwelling.
- (7) To discriminate in the sale or rental or to otherwise make unavailable or deny a dwelling to any buyer or renter because of a disability of:
 - a. That buyer or renter;
 - b. A person residing in or intending to reside in that dwelling after it is sold, rented or made available; or
 - c. Any person associated with that buyer or renter.
- (8) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
 - a. That person;
 - b. A person residing in or intending to reside in that dwelling after it is so sold, rented or made available; or
 - c. Any person associated with that person.
- (9) To sexually harass a property owner or tenant;
- (10) To refuse to rent or to make any distinction or restriction for the rental of a dwelling unit solely because of the type of reasonably verifiable and lawful source of income. As used in this section, lawful source of income shall mean the lawful manner by which an individual supports themselves or their dependents, including but not limited to pay, child support payments, and rental assistance from a federal, state, local or nonprofit-administered benefit or subsidy program. In no event shall an owner be compelled to participate in an otherwise voluntary benefit or subsidy program.
- (e) While a person may examine a criminal background check or rental history in reviewing an application for rental housing, the person shall review additional information provided by the rental applicant, including, but not limited to, personal references, recency and severity of any convictions, recency and status of any evictions, and any actions taken by the rental applicant to resolve past evictions.
- (f) For purposes of this section, the term "discrimination" includes:
 - (1) A refusal to permit at the expense of the disabled person reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;
 - (2) A refusal to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or
 - (3) In connection with the design and construction of covered multifamily dwellings for first occupancy, a failure to design and construct those dwellings in a manner that:
 - a. The public and common use portions of such dwellings are readily accessible to and usable by disabled persons. This shall include at least one building entrance on an accessible route unless it is impracticable to do so because of the terrain or unusual characteristics of the site;
 - b. All doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs; and
 - c. All premises within such dwellings contain the following features of adaptive design:

1. An accessible route into and through the dwelling;
2. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;
3. Reinforcements in bathroom walls to allow later installation of grab bars; and
4. Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically disabled persons, commonly cited as ANSI A17.1, suffices to satisfy that the requirements of subsection (b)(3)a of this section are met.

- (4) For purposes of subsections (a)(7) and (8) of this section, discrimination includes any act that would be discrimination under 42 USC 3604(f)(3) through (9).
- (g) Nothing in this section shall apply to rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other if the owner actually maintains or occupies one of such living quarters as the owner's residence, and if the dwelling contains any rooms, except hallways, which are shared by the families or the owner.
- (h) Nothing in this section shall prohibit a religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from discriminating in the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose on the basis of religion, sexual orientation or gender identity, or from giving preference to persons on those bases.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 180034, § 1, 2-1-18; Ord. No. 180724, § 1, 2-7-19; Ord. No. 190935, § 4, 12-12-19)

Sec. 38-106. Reserved.

Sec. 38-107. Discrimination in commercial real estate loans.

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan or other financial assistance because of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, handicap or familial status to a person applying therefor for the purpose of purchasing, construction, improving, repairing or maintaining a dwelling, or to discriminate against him in fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance, because of the race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, handicap or familial status of such person or of any person associated with him in connection with such loan or other financial assistance, or of the present or prospective owners, lessees, tenants or occupants, of the dwellings in relation to which such loan or other financial assistance is to be made or given.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-108. Reserved.

Sec. 38-109. Discrimination in the provision of brokerage services.

It shall be unlawful for any person to deny any other person right to membership or participation in any multiple listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting dwellings, or to discriminate against any person in terms or conditions of such access,

membership or participation, on account of race, color, religion, national origin, sex, disability, marital status, familial status, sexual orientation or gender identity.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-110. Reserved.

Sec. 38-111. Additional unlawful practices.

- (a) It shall be an unlawful discriminatory practice to:
- (1) Aid, abet, incite, compel or coerce the commission of acts prohibited under this chapter or to attempt to do so.
 - (2) Retaliate or discriminate in any manner against any other person because such person has opposed any practice prohibited by this chapter or because such person has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding or hearing conducted pursuant to this chapter.
 - (3) Discriminate in any manner against any other person because of such person's association with any person protected by this chapter.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-112. Reserved.

Sec. 38-113. Discriminatory accommodation practices.

- (a) It shall be a discriminatory accommodation practice for any owner, agent or employee of any place of public accommodation, directly or indirectly, to refuse, withhold from or deny to any person any of the accommodations mentioned in this chapter or to discriminate against any person in the furnishing thereof on account of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation or gender identity of such person, or directly or indirectly to publish, circulate or display any written or printed communication, notice or advertisement to the effect that any of the accommodations or the facilities of such place of public accommodation will be refused, withheld from or denied to any person on account of race, religion, color, ancestry, national origin, sex, disability, marital status, familial status, sexual orientation or gender identity, or that, for such reasons, the patronage or custom of any person described in this section is unwelcome or objectionable or not acceptable to such place.
- (b) It shall be a discriminatory accommodation practice for any owner, agent, operator or employee of a business or facility within a redevelopment area to use a prohibited dress code as defined in section 38-1, directly or indirectly, to refuse, withhold from or deny to any person any of the accommodations mentioned in this chapter or to discriminate against any person in the furnishing thereof on account of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation or gender identity of such person. Any dress code enforced in a redevelopment area or in any establishment with such area must be posted in accordance with the requirements of section 10-331(d), and must contain the phone number of the city's civil rights and equal opportunity department and a phone number of a representative of the establishment who is available to respond to complaints regarding the enforcement of the dress code during all hours when the establishment is open or such dress code is in effect. Any such dress code shall list all prohibited items of dress. Notwithstanding the foregoing, nothing herein shall be construed as prohibiting:
- (1) Any owner or operator of a business or facility within a redevelopment area from establishing an employee dress code or requiring that an employee abide by the employee dress code while at work.

- (2) Any owner, agent, operator or employee of a business or facility within a redevelopment area from affirmatively requiring the wearing of specified articles of clothing, which may include collared shirts and ties, sports jackets, business suits, business casual, formal clothing or smart casual clothing in keeping with the ambiance and quality of the particular business or facility and formal footwear, so long as the requirements are enforced with regard to each and every patron, regardless of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation or gender identity.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645 , § 5, 8-12-21)

Secs. 38-114—38-199. Reserved.

ARTICLE IV. LIVING WAGE⁴

Sec. 38-200. Authority.

This article is enacted pursuant to its general police powers and the authority to provide for the general health and welfare of its citizens as established by the Missouri Constitution, article VI, section 19(a), giving a charter city all powers which are consistent with the Missouri Constitution and that are not limited or denied by the city Charter or by statute.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-201. Definitions.

Apprentice means a person bound to serve another for a specified time in order to learn some art, trade, profession, or business.

Base wage means the minimum hourly rate of compensation that an employee who customarily and regularly receives more than \$30.00 a month in tips shall be paid pursuant to this article;

Commission means a payment based on a percentage of the value of sales or other business done;

Living wage means the minimum hourly rate of compensation that an employee shall be paid; and

Tip means a gratuity earned by an employee for providing good service.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-202. Applicability.

- (a) This article shall be effective within the corporate limits of the city, established by article 1, section 101 of the Kansas City, Missouri Charter.
- (b) Employees of the city shall be paid the living wage established by section 38-204 of this article. However, the provisions of this subsection are expressly limited by and subject to collective bargaining agreements between the city and any bargaining unit.

⁴Editor's note(s)—Ord. No. 170391 , § 6, adopted May 18, 2017, and approved by voters on August 8, 2017, amended the Code by, in effect, repealing former art. IV, §§ 38-201—38-207, and adding a new art. IV. Former art. IV pertained to the city minimum wage, and derived from Ord. No. 170193 , adopted March 9, 2017.

- (c) As of the effective date of this article, contracts entered into by the city for services, including construction services, shall require the contractor to pay the living wage established by this article.
- (d) Businesses required by the city to have a business license from the city shall pay the living wage established by this article.
- (e) For purposes of identifying who shall be paid the living wage established by this article, all individuals employed in the corporate limits of the city, whether on a part-time, full-time or temporary basis, shall be considered to be an employee for purposes of this article. Also considered an employee for purposes of this article are contingent or contracted workers, and persons working through a temporary service, staffing or employment agency or similar entity. However, the following shall not be considered employees entitled to the living wage established by this article:
 - (1) An individual employed by the United States, the state or any political subdivision of the state other than by the city;
 - (2) An individual engaged in the activities of an educational, charitable, religious or nonprofit organization where the employer-employee relationship does not, in fact, exist or where the services rendered to such organizations are on a voluntary basis;
 - (3) Apprentices in a registered apprentice program recognized by the state or the Federal Bureau of Apprenticeship and Training, as well as any apprentice participating in an apprenticeship program providing significant instructional and practical experience and offered by the city of Kansas City, Missouri.
 - (4) Temporary employees of an educational, charitable or religious youth camp or retreat where room and board are provided to the employee, or if a day camp, where board only is provided. To qualify under this exemption the employer must hold a valid certificate issued annually by the director of the state department of labor pertaining to exemption of seasonal employees;
 - (5) Any employee that is the parent, spouse, child or other member of the employer's immediate family; for purposes of this subsection, the employer shall include the principal stockholder of a family corporation;
 - (6) Interns working for a business for academic credit in connection with a course of study at an accredited school, college or university; and
 - (7) Persons working for a business in connection with a court-ordered community service program.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-203. Findings.

- (a) The city council finds that the public welfare, health, safety and prosperity of citizens of the city requires that citizens be paid a living wage sufficient to ensure a decent and healthy life;
- (b) The city council finds that establishing a mandatory minimum hourly wage will promote the public welfare, health, safety and prosperity by ensuring that citizens can better support and care for their families through their own efforts;
- (c) The city council finds that when businesses do not pay adequate wages, the community bears the cost in the form of increased demand for taxpayer-funded social services;
- (d) The city council finds that it is in the public interest to require that employers benefiting from the opportunity to do business in the city pay employees a living wage that is adequate to meet the basic needs of living in the city.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-204. Living wage payment requirements.

- (a) Except as provided in subsection (b), the living wage paid to an employee not excluded as set forth above, shall be \$10.00 per hour, effective August 24, 2017. Beginning September 1, 2019, the living wage shall be increased by \$1.25 each year thereafter for the next four years. The city shall post the living wage established by this article on its website after this article becomes effective and at least 90 days prior to each adjustment of the living wage.
- (b) An employee who customarily and regularly receives more than \$30.00 a month in tips and/or commissions shall be paid at least a base wage equivalent to 60 percent of the living wage established by this article. Initially the base wage rate shall be \$6.00. That wage will increase simultaneously and proportionately with each living wage increase. The employer may consider tips and commissions as part of wages, but the tips and commissions combined with the employer's payment of wages to the employee shall not equal less than the living wage as provided in subsection (a) of this section. In the event an employee earns insufficient tips and/or commissions combined with the base wage to receive a wage at least equal to the living wage established by this article, the employer shall pay the employee the difference to ensure the employee receives a wage equal to the living wage established by this article. All tips received by such employee shall be retained by the employee, except that nothing in this section shall prohibit the pooling of tips among employees. Where employees practice tip pooling or splitting (as where staff give a portion of their tips to bus persons), only the amount actually retained by each employee shall be considered part of that employee's wages.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-205. Prohibition against retaliation and circumvention.

It shall be unlawful for any employer or employer's agent or representative to discharge, demote, deny promotion to or in any way discriminate against an employee in the terms or conditions of employment in retaliation for the person asserting a claim or right pursuant to this article or assisting another person to do so.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-206. Remedies and penalties.

- (a) A person violating this article shall be subject to a fine of \$500.00. Any person violating any of the requirements of this article shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.
- (b) The city, any individual aggrieved by a violation of this article, or any entity whose members have been aggrieved by a violation of this article, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this article and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due, an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.
- (c) The remedies provided in this article are not exclusive, and nothing in this article shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-207. Prospective application.

Nothing in this article shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of the Missouri Constitution, article I, section 13.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-208. Severability.

The requirements and provisions of this article are severable. In the event that any requirement, provision, part, subpart or clause of this article, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the council that the remainder of this article be enforced to the maximum extent possible consistent with the objective of ensuring a living wage.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-209. Notice posting.

Any holder of a city business license shall, as a condition of obtaining or holding a business license, post and display in a prominent location next to its business license a notice that the business is in compliance with the provisions of this article and shall include the text of sections 38-202 and 38-204 of this article. Failure to comply with this section shall be construed as a violation of this article and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-210. Procedure.

A complaint form for use in reporting violations of this article shall be available on the city webpage for use in reporting violations.

(Ord. No. 170391 , § 6, 5-18-17)

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Sec. 38-211. Effective date.

This article shall become effective August 24, 2017, contingent upon voter approval at an election to be held on August 8, 2017.

(Ord. No. 170391 , § 6, 5-18-17)

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

regardless of the funding source.

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

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

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

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

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

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

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

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

(1) year. This is a material term of this Contract.

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

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

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City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 241049

Submitted Department/Preparer: General Services

Revised 6/10/24

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

Executive Summary

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with The Kansas City Boys/Girls Choir

Discussion

For the purpose of authorizing expenditures new or planned to conduct municipal services at the Robert J. Mohart Center, located at 3200 Wayne, Rooms 219, 220, 221, 221A, Kansas City Missouri, 64109.

Fiscal Impact

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

| | | |
|-----------------------|-------------------------------|--------------|
| 25-1000-071600-457500 | City Property and Acquisition | \$ 4,285.08; |
| General Fund | | |
- 3. How does the legislation affect the current fiscal year?
This will add \$4,285.08 in income FY25
- 4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
FY26 = \$4,285.08 with two year option
- 5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
Yes

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Finance and Governance (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Ensure the resiliency of a responsive, representative, engaged, and transparent City government.
 - Engage in workforce planning including employee recruitment, development, retention, and engagement.
 - Foster a solutions-oriented, welcoming culture for employees and City Partners.
 -
 -
 -

Prior Legislation

N/A

Service Level Impacts

This ordinance will increase revenue for the city and will provide The Kansas City Boys/Girls Choir with the space needed to help those in need of their services.

Other Impacts

1. What will be the potential health impacts to any affected groups?
This legislation will help support and provide a communication style for youth that crosses socioeconomic, gender and ethnic barriers to open portals of creativity through teaching music arts education and performance..

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

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

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

Total Number of Units [Click or tap here to enter text.](#)

Number of Affordable Units [Click or tap here to enter text.](#)

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

Yes - I have submitted documents for CREO Review (Press tab after selecting)
Please attach or copy and paste CREO's review.
[Click or tap here to enter text.](#)

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

No(Press tab after selecting)

[Click or tap here to enter text.](#)

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

ORDINANCE NO. 241049

Sponsor: Director of General Services

Estimating revenue in the amount of \$4,285.08 in the General Fund; and authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with **The Kansas City Boys/Girls Choir** for the purpose of office space in the Robert J. Mohart Center, located at 200 Wayne, Rooms 219, 220, 221, 221A, Kansas City Missouri, 64109.

Section 1. That the revenue in the following account of the General Fund, is hereby estimated in the following amount pursuant to **The Kansas City Boys/Girls Choir** lease agreement:

| | | |
|-----------------------|-------------------------------|------------|
| 25-1000-071600-457500 | City Property and Acquisition | \$1,428.36 |
| 26-1000-071600-457500 | City Property and Acquisition | \$2,856.72 |

Section 2. That the Director of General Services Department is authorized to execute a one (1) year lease agreement with two options to renew for one (1) year each, attached hereto in substantial form, with **The Kansas City Boys/Girls Choir** for the purpose of the use of an office space beginning January 1, 2025, and ending December 31, 2025.

Approved as to form:

Abigail Judah
Assistant City Attorney

LEASE AGREEMENT 241049
[3200 Wayne Rooms 219, 220,221, and 221A, Kansas City, Missouri]

THIS LEASE is made on this _____ day of _____ by and between the **City of Kansas City, a Missouri constitutionally chartered municipal corporation** (hereinafter called the “**Lessor**” or “**City**”), and **The Kansas City Boys Choir, a Missouri Nonprofit Corporation** (hereinafter called “**Lessee**”) (Collectively, the Lessor and the Lessee may be referred to herein as the “**Parties**”). The Parties hereby agree as follows:

1. PREMISES. Lesser hereby grants to said Lessee the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises: Approximately **1175.07** square feet at **3200 Wayne Avenue, Rooms 219, 220,221, and 221A, Kansas City Missouri, 64109** (“**Premises**”).

2. TERM. The term of this Lease shall be for a period of one (1) year beginning **January 1st, 2025, and ending December 31st, 2025** (“**Term**”), with two (2) options to renew for one year each, subject to the provisions of this Lease Agreement.

3. RENT. During the Term, Lessee shall, pursuant to the Lease, pay a monthly rent of **Three-Hundred Fifty- Seven Dollars and Nine cents (\$357.09) per month.**

The total rent due for the initial twelve (12) month Lease is **Four Thousand Two Hundred Eighty– Five Dollars and Thirteen cents (\$4,285.08)**. Future rental amounts due are outlined on the rent schedule attached hereto and incorporated herein as **Exhibit A.**¹

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

Three options for online payment:

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

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

4. USE OF PREMISES. The premises shall be used for the purpose of an office space location for **The Kansas City Boys Choir** and no other use unless specifically authorized by the Lessor through its Director of General Services. Lessee agrees to notify the City’s Director of General Services

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

regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section.

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

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

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

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

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

10. UTILITIES AND SERVICES. Lessee shall pay for all gas and electricity from the commencement of the term and delivering possession. Trash removal, pest control and cleaning for leased space will be the responsibility of the Lessee. Any other services needed with respect to the Lessee's use of the Premises will be the responsibility of the Lessee.

11. ALTERATIONS. Lessee shall not make any material alterations or additions (hereinafter "Improvements") in or to the Premises, without the prior written consent of Lessor. Such consent shall not be unreasonably withheld. Lessee shall make or cause Lessee's Contractor to make all approved improvements in accordance with all applicable Federal, State, and Local laws.

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

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

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

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

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

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

V or better, and are leased or approved by the State of Missouri to do business in Missouri. They shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation.

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

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

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

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

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

21. PUBLIC REQUIREMENTS. Lessee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises or the use thereof and save Lessor harmless from expense or damage resulting from failure to do so. Without limiting the foregoing, Lessee shall comply with Chapter 38 of the Kansas City, Missouri Code of Ordinances, attached hereto as Exhibit B and incorporated herein by reference, as well as the Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances attached hereto as Exhibit C and incorporated herein by reference.

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

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

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

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

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

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

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

28. WAIVER. The rights and remedies of the Lessor under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default, or defaults, of this Lease hereunder, shall not be deemed or construed to be a continuing waiver of such breach or

default not as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of this Lease shall reinstate, continue or extend the term above demised.

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

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

The Kansas City Boys Choir
Mia Ramsey
Executive Director
Mohart Multipurpose Center Room # 219, 220, 221, 221A
3200 Wayne Ave
Kansas City, MO 64109
kcbcginfo@gmail.com
816.214.2330

Addressed to Lessor:

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

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

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

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

34. NO DISCRIMINATION. Lessee shall not discriminate and shall comply with Chapter 38 and Chapter 213, RSMo. Chapter 38 is attached hereto and incorporated in the Lease Agreement.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BANK]

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

LESSEE:
The Kansas City Boys Choir

BY: _____
Print Name: Mia Ramsey
Executive Director

Date: _____

LESSOR:

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

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

DATE: _____

APPROVED AS TO FORM

BY: _____
Abigail Judah, Assistant City Attorney

EXHIBIT A

RENT SCHEDULE

| MONTH | RENT AMOUNT |
|--|--------------------|
| INITIAL TERM January 1, 2025- December 31, 2025 | |
| January 2025 | \$357.09 |
| February 2025 | \$357.09 |
| March 2025 | \$357.09 |
| April 2025 | \$357.09 |
| May 2025 | \$357.09 |
| June 2025 | \$357.09 |
| July 2025 | \$357.09 |
| August 2025 | \$357.09 |
| September 2025 | \$357.09 |
| October 2025 | \$357.09 |
| November 2025 | \$357.09 |
| December 2025 | \$357.09 |
| FIRST RENEWAL TERM: January 1, 2026- December 31, 2026 | |
| January 2026 | \$357.09 |
| February 2026 | \$357.09 |
| March 2026 | \$357.09 |
| April 2026 | \$357.09 |
| May 2026 | \$357.09 |
| June 2026 | \$357.09 |
| July 2026 | \$357.09 |
| August 2026 | \$357.09 |
| September 2026 | \$357.09 |
| October 2026 | \$357.09 |
| November 2026 | \$357.09 |
| December 2026 | \$357.09 |
| SECOND RENEWAL TERM: January 1, 2027- December 31, 2027 | |
| January 2027 | \$357.09 |
| February 2027 | \$357.09 |
| March 2027 | \$357.09 |
| April 2027 | \$357.09 |
| May 2027 | \$357.09 |
| June 2027 | \$357.09 |
| July 2027 | \$357.09 |
| August 2027 | \$357.09 |
| September 2027 | \$357.09 |
| October 2027 | \$357.09 |
| November 2027 | \$357.09 |
| December 2027 | \$357.09 |
| TOTAL: 3 YEARS (36 MONTHS) | \$12,855.24 |

EXHIBIT B

Chapter 38 CIVIL RIGHTS²

ARTICLE I. IN GENERAL

DIVISION 1. DEFINITIONS

Sec. 38-1. Definitions.

- (a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning or an alternative definition has been provided:
- (1) *Age* means an age of 40 or more years, except that it shall not be an unlawful employment practice for an employer to require the compulsory retirement of any person who has attained the age of 85 and who, for the two-year period immediately before retirement, is employed in a bona fide executive or high policymaking position, if such person is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit sharing, savings or deferred compensation plan, or any combination of such plans, of the employer, which equals, in the aggregate, at least \$344,000.00.
 - (2) *City* means the City of Kansas City, Missouri.
 - (3) *Commission* means the city human rights commission.
 - (4) *Complainant* means any person claiming injury by the alleged violation of RSMo ch. 213, or of this chapter, including persons who believe they will be injured by an unlawful discriminatory practice that is about to occur.
 - (5) *Complaint* means a verified written statement of facts and circumstances, including dates, times, places and names of persons involved in any alleged violation of any provision of RSMo ch. 213, or of this chapter.

²Editor's note(s)—Ord. No. 130041, § 5, adopted March 21, 2013, amended the Code by repealing former ch. 38, §§ 38-1—38-4, 38-31—38-38, 38-61, 38-62, 38-82.1—38-82.11, 38-83.1—38-99, 38-100.1—38-103, 38-131—38-137, and adding a new ch. 38. Former ch. 38 pertained to similar subject matter, and derived from the Code of Gen. Ords. of 1967, §§ 26.202—26.217, and 26.311—26.313; Ord. No. 920812, adopted August 6, 1992; Ord. No. 930612, adopted June 3, 1993; Ord. No. 930916, adopted August 12, 1993; Ord. No. 960063, adopted March 7, 1996; Ord. No. 961353, adopted November 7, 1996; Ord. No. 970179, adopted February 24, 1997; Ord. No. 971501, adopted October 23, 1997; Ord. No. 980041, adopted January 29, 1998; Ord. No. 970828, adopted August 27, 1998; Ord. No. 991187, adopted September 23, 1999; Ord. No. 030449, adopted April 3, 2003; Ord. No. 030287, adopted July 31, 2003; Ord. No. 040811, adopted July 28, 2004; Ord. No. 050821, adopted July 28, 2005; Ord. No. 070504, adopted April 26, 2007; Ord. No. 070829, adopted August 9, 2007; Ord. No. 071067, adopted November 1, 2007; Ord. No. 080311, adopted April 3, 2008; Ord. No. 090108, adopted April 2, 2009; Ord. No. 100802, adopted October 14, 2010; Ord. No. 110970, adopted January 19, 2012; and Ord. No. 120008, adopted January 26, 2012. Subsequently, Ord. No. 210645, § 5, adopted August 12, 2021, amended the Code by changing the title of ch. 38.

Cross reference(s)—Civil rights and equal opportunity department, § 2-551 et seq.; equal employment opportunity program for employment with city, § 2-1901 et seq.; tax incentive payment for hiring handicapped persons, § 68-511 et seq.

- (6) *Contract* means any contract to which the city shall be a contracting party, except the following:
 - a. Personal services contracts.
 - b. Emergency requisitions for goods, supplies or services.
 - c. Impressed accounts in the nature of petty cash funds.
 - d. Contract or lease, the cost of which will not exceed \$300,000.00.
- (7) *Covered multifamily dwelling* means a building consisting of four or more units if the building has one or more elevators or a ground floor unit in a building consisting of four or more units.
- (8) *Department* means the department of civil rights and equal opportunity.
- (9) *Director* means the director of the civil rights and equal opportunity department or their delegate.
- (10) *Disability* means, with respect to employment, a person who is otherwise qualified and who, with reasonable accommodation, can perform the essential functions of the job in question. Generally, a person with a disability is any person who:
 - a. Has a physical or mental impairment which substantially limits one or more major life activities;
 - b. Has a record of having such impairment; or
 - c. Is regarded as having such an impairment.
- (11) *Dwelling* means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.
- (12) *Employee* means any individual employed by an employer, but does not include an individual employed by his parents, spouse or child or any individual employed to render services as a domestic in the home of the employer.
- (13) *Employer* includes any person employing six or more employees.
- (14) *Employment agency* means any person, agency or organization, regularly undertaking, with or without compensation, to procure opportunities for employment or to procure, recruit, refer or place employees.
- (15) *Familial status* means one or more individuals, who have not attained the age of 18 years, being domiciled with:
 - a. A parent or another person having legal custody of such individual or individuals; or
 - b. The designee of such parent or other person having such custody, with the written permission of such parent or other person. The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. No provision in this chapter regarding familial status shall apply to housing for older persons, as defined in section 3607 of title 42 of the United States Code Annotated.
- (16) *Family* includes a single individual.
- (17) *Franchise holder* means any individual, partnership, corporation, association or other entity, or any combination of such entities, holding a franchise hereafter granted or renewed by the city.
- (18) *Gender identity* means the actual or perceived appearance, expression, identity or behavior of a person as being male or female, whether or not that appearance, expression, identity or behavior is different from that traditionally associated with the person's designated sex at birth.

- (19) *Labor organization* means any organization which exists for the purpose in whole or in part of collective bargaining or for dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.
- (20) *Performance of work* means the furnishing of any personal service, labor, materials or equipment used in the fulfillment of a contractor's obligation under a city contract.
- (21) *Person* includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other organizations; except the term "person" does not include any local, state or federal governmental entity.
- (22) *Prohibited dress code* means a set of rules governing, prohibiting or limiting access to a place or business, or portion thereof, defined herein as a "public accommodation" because of any of the following:
- a. The wearing of jewelry, the manner in which jewelry is worn or the combination of items of jewelry worn,
 - b. The wearing of a garment or headdress which is generally associated with specific religions, national origins or ancestry,
 - c. The length of the sleeve of a shirt or the leg of a pair of pants or shorts is too long, except that nothing herein shall be construed to prohibit a dress code that requires the wearing of a shirt,
 - d. The style, cut or length of a hair style,
 - e. The colors of the garments,
 - f. In conjunction with a major Kansas City sporting event the wearing of athletic apparel which displays either a number, a professional or college team name or the name of a player;
 - g. The wearing of tee-shirts, except that nothing herein shall be construed to prohibit a dress code that requires such tee-shirts to have sleeves, or to prohibit a dress code that does not allow undershirts, undergarments, or tee-shirts of an inappropriate length. Designer tee-shirts, which are fitted and neat, cannot be banned.
- (23) *Public accommodation* means any place or business offering or holding out to the general public goods, services, privileges, facilities, advantages or accommodations for the peace, comfort, health, welfare and safety of the general public, or providing food, drink, shelter, recreation or amusement, including but not limited to:
- a. Any inn, hotel, motel or other establishment which provides lodging to transient guests, other than an establishment located within a building which contains not more than five rooms for rent or hire and which is actually occupied by the proprietor of such establishment as his residence.
 - b. Any restaurant, tavern, cafeteria, lunchroom, lunch counter, soda fountain or other facility principally engaged in selling food for consumption on the premises, including but not limited to any such facility located on the premises of any retail establishment.
 - c. Any gasoline station, including all facilities located on the premises of such gasoline station and made available to the patrons thereof.
 - d. Any motion picture house, theater, concert hall, sports arena, stadium or other place of exhibition or entertainment.
 - e. Any public facility owned, operated or managed by or on behalf of this city or any agency or subdivision thereof, or any public corporation; and any such facility supported in whole or in part by public funds.

- f. Any establishment which is physically located within the premises of any establishment otherwise covered by this definition or within the premises in which is physically located any such covered establishment, and which holds itself out as serving patrons of such covered establishment.
 - g. Any institution, association, club or other entity that has over 250 members, provides regular meal service, and regularly receives payment for meals, beverages, dues, fees, the use of its facilities or services directly or indirectly from or on behalf of nonmembers in furtherance of trade or business.
- (24) *Redevelopment area* means a tax increment redevelopment area as defined in RSMo § 99.805 (11); a planned industrial expansion project area as defined in RSMo § 100.300et seq.; an urban renewal project area or land clearance project area as defined in RSMo § 99.300 et seq.; any area under the control of the port authority of Kansas City, Missouri, or subject to a contract, lease or other instrument to which the port authority is a party; or an area determined by the city to be blighted pursuant to RSMo chapter 353.
- (25) *Rent* means to lease, sublease, let or otherwise grant for a consideration the right to occupy premises not owned by the occupant.
- (26) *Respondent* means any person against whom it shall be alleged by complaint or identified during the course of an investigation that such person has violated, is violating or is about to violate any provision of RSMo chapter 213, or this chapter.
- (27) *Sex* shall include sexual harassment.
- (28) *Sexual orientation* means actual or perceived heterosexuality, homosexuality or bisexuality.
- (29) *Subcontractor* means any individual, partnership, corporation, association or other entity, or other combination of such entities, which shall undertake, by virtue of a separate contract with a contractor, to fulfill all or any part of any contractor's obligation under a contract with the city, or who shall exercise any right granted to a franchise holder, and who has 50 or more employees exclusive of the parents, spouse or children or such subcontractor.
- (30) *Unlawful discriminatory practice* means any discriminatory practice as defined and prohibited by sections 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113.
- (Ord. No. 130041, § 5, 3-21-13; Ord. No. 180034 , § 1, 2-1-18; Ord. No. 180724 , § 1, 2-7-19; Ord. No. 190380 , § 1, 5-23-19; Ord. No. 200837 , § 1, 10-1-20; Ord. No. 210645 , § 5, 8-12-21)

Secs. 38-2—38-20. Reserved.

ARTICLE II. ADMINISTRATION

DIVISION 1. ENFORCEMENT

Sec. 38-21. Powers and duties of director.

The director is hereby charged with administration and enforcement of all sections of this chapter and is hereby authorized and empowered to do the following:

- (1) *Rules and regulations.* To adopt, amend and enforce rules and regulations relating to any matter or thing pertaining to the administration of this chapter.

- (2) *Complaint investigation.* To receive, investigate and, upon finding probable cause on any complaint of violation of RSMo ch. 213, to bring such complaint before the human rights commission. If the director finds probable cause to believe that a violation of this chapter has occurred, he or she may refer the matter to the city counselor's office for prosecution in municipal court. Any staff assigned to assist the commission shall be supervised by the director of civil rights and equal opportunity. The director shall not have the power to process complaints of discrimination brought against the city and shall defer any such complaints to the state commission on human rights or any appropriate federal agency for processing.
- (3) *Authority regarding discrimination within city administration.* To investigate and recommend to the city manager any policy changes or specific actions that the director determines are necessary to ensure that the city administration is in compliance with the provisions of this chapter or with state and federal discrimination laws.
- (4) *Initiation of complaints.* Whenever the director has reasonable cause to believe that an unlawful discriminatory practice has occurred, he or she may initiate a complaint alleging violation of any section RSMo ch. 213, or of this chapter.
- (5) *Compliance investigation.* To investigate, survey and review any and all affirmative action programs, city contracts and franchises which are subject to this chapter and to take such action with respect thereto as shall ensure compliance with this chapter.
- (6) *Conciliation.* To attempt to eliminate any unlawful discriminatory practice or any other violation of the terms of this chapter by means of conference, conciliation, persuasion and negotiation and to enter into conciliation agreements.
- (7) *Authority to dismiss complaints.* To dismiss any complaint upon finding such complaint to be frivolous or without merit on its face or upon a finding that the allegedly unlawful discriminatory practice has been eliminated through conciliation.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645 , § 5, 8-12-21)

Sec. 38-22. Reserved.

Sec. 38-23. Complaint procedure.

- (a) *Filing of complaint.*
 - (1) Any person claiming injury by an allegedly unlawful discriminatory practice may, by himself or by his attorney, make, sign and file a verified written complaint with the director on forms provided by the director, which shall state the name and address of the person alleged to have committed the unlawful discriminatory practice complained of and which shall set forth the particulars thereof and contain such other information as may be required by the director for the investigation of the complaint.
 - (2) Any complaint filed pursuant to RSMo ch. 213, or this chapter must be filed within 180 days after the alleged unlawful discriminatory practice was committed.
- (b) *Investigation.* After the filing of any complaint, the director shall:
 - (1) During the period beginning with the filing of such complaint and ending with the notice of public hearing before the commission, to the extent possible, engage in conciliation with respect to such complaint. Any agreement reached during these conciliation efforts shall conform to the requirements of subsection (d) of this section.
 - (2) Promptly serve notice upon the complainant acknowledging and advising the complainant of the time limits and choice of forums provided under RSMo ch. 213, and this chapter.

- (3) Promptly serve notice on the respondent or the person charged with a discriminatory practice advising of his or her procedural rights and obligations under this chapter, together with a copy of the complaint.
 - (4) Commence investigation of the complaint within 30 days of the receipt of the complaint.
 - (5) For housing and public accommodation complaints, complete the investigation of the complaint within 100 days unless it is impracticable. If the director is unable to complete the investigation within 100 days, the director shall notify the complainant and the respondent in writing of the reasons for not doing so.
 - (6) Make final administrative disposition of a housing or public accommodations complaint within one year of the date of receipt of a complaint unless it is impracticable to do so, in which case the director shall notify the complainant and respondent in writing of the reasons for not doing so.
- (c) *No probable cause finding.* If it shall be determined after such investigation that no probable cause exists for crediting the allegations of the complaint, the director shall cause to be issued and served upon all parties written notice of such determination.
- (d) *Probable cause finding; conciliation.*
- (1) If it shall be determined after such investigation that probable cause exists for crediting the allegations of the complaint, the director shall immediately endeavor to eliminate the unlawful discriminatory practice complained of by conference, conciliation and persuasion. Each conciliation agreement shall include provisions requiring the respondent to refrain from the commission of such allegedly unlawful discriminatory practice in the future and may contain such further provisions as may be agreed upon by the complainant and the respondent subject to the approval of the director. The director shall not disclose what has transpired in the course of such endeavors and shall not make or maintain a public record of such endeavors as the term "public record" is defined in RSMo ch. 610.
 - (2) If the respondent, the complainant and the director agree upon conciliation terms, the director shall compile the terms of the conciliation agreement for the signature of the complainant, respondent and director. Each conciliation agreement shall be made public unless the complainant and respondent otherwise agree and the director determines that disclosure is not legally required and is not required to further the purposes of this chapter.
- (e) *Failure to conciliate; hearing or prosecution.* If the director believes that he has failed to eliminate an allegedly unlawful discriminatory practice through conciliation, he shall cause to be issued and served a written notice thereof. If the complaint alleges a discriminatory practice prohibited by this chapter, the director may refer the matter to the city counselor for possible prosecution in municipal court. If the complaint alleges a discriminatory practice prohibited by RSMo ch. 213, the director shall refer the matter to the commission for hearing.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-24. Reserved.

Sec. 38-25. Hearing or civil action.

- (a) *Hearing notice.* Upon referral from the director of a matter to be set for hearing, the commission shall set a date upon which a hearing shall be held by a hearing examiner appointed by the city and shall notify all parties of the date thereof. The notice shall be served upon the parties at least 20 days prior to the date of the hearing. A copy of the complaint shall be attached to each such notice.
- (b) *Election to file civil action in housing cases.*

- (1) When a written notice of hearing on a complaint of housing discrimination is issued, a complainant or respondent may elect to have the claims asserted in that complaint decided in a civil action, in accordance with RSMo § 213.076. Written notice of an election made under this subsection shall be filed with the commission with notice to all parties within 20 days of the date on which the notice of hearing was mailed.
 - (2) If such an election is made, the director shall request that the city counselor file suit on behalf of the city and the complainant unless the complainant chooses to bring an action through his or her own private counsel. Within 30 days of the election, the city counselor shall commence, maintain and pay the costs of a civil action in the name of the city and any complainant not represented by private counsel seeking relief as authorized by RSMo ch. 213; however, before such suit is filed by the city on behalf of any complainant, the complainant will agree in writing that any costs or attorneys' fees recovered in such an action will be remitted to the city. The complainant shall have no liability to the city for costs and attorneys' fees except to the extent that such costs and attorneys' fees are awarded by the court to the complainant and paid by a respondent (defendant). Should the city counselor prevail in such suit, he is hereby authorized and directed to seek and recover costs and attorneys' fees. Any attorneys' fees or costs recovered by the city or by a complainant and remitted to the city shall be paid into the general fund of the city.
- (c) *Record of proceedings.* The hearing examiner shall cause all proceedings before it to be either tape recorded or held before a certified court reporter.
- (d) *Hearing procedure.* The hearing shall be conducted in accordance with RSMo ch. 536, and with rules adopted by the commission. The commission or the hearing examiner appointed to hear a matter may subpoena witnesses, compel their attendance, administer oaths, take the testimony of any person under oath, and require the production for examination of any books, papers or other materials relating to any matter under investigation or in question before the commission.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-26. Reserved.

Sec. 38-27. Discovery.

In any case which is before the commission, any party may obtain discovery in the same manner, upon and under the same conditions and upon the same notice and other requirements as is or may hereafter be provided for with respect to discovery in civil actions by rule of the supreme court of the state for use in circuit court. The designated hearing examiner for the human rights commission shall have the same responsibilities and authority with respect to discovery as is vested in circuit judges by supreme court rule. Enforcement of discovery shall be by the same methods, terms and conditions as provided by supreme court rule in civil actions in the circuit court; except that no order issued pursuant to such rule which requires a physical or mental examination, permits entrance upon land or inspection of property without permission of the owner, or purports to hold any person in contempt shall be enforceable except upon order of the circuit court after notice and hearing. The hearing examiner may limit discovery as is appropriate in each case.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-28. Reserved.

Sec. 38-29. Penalty for refusal or failure to obey subpoena.

If any person fails, neglects or refuses to obey all the terms of any subpoena or subpoena duces tecum issued by the human rights commission or its designated hearing examiner, such failure shall be dealt with as provided by the applicable section of RSMo. ch. 536.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-30. Reserved.

Sec. 38-31. Decision and order by commission.

- (a) The hearing examiner shall make findings of fact and conclusions of law and shall recommend to the commission an order granting any relief that is necessary to remedy any discrimination found and which is consistent with RSMo § 213.075, or dismissing the complainant as to the respondent, in accordance with such findings. The commission or a panel of at least three members of the commission shall review the record, findings and recommended order of the hearing examiner. The commission or panel shall thereafter accept or amend the recommended order, which shall become the order of the commission. All orders shall be served on the complainant and respondent and such other public officers as the commission deems proper.
- (b) The order of the commission shall not become final for appeal purposes until it is filed with and approved by the state commission on human rights, in accordance with the procedures set forth in RSMo § 213.135.
- (c) After rendition of the commission's decision on a contract compliance or affirmative action matter, the contracting officer shall serve upon the respondent a copy of such order and decision. The respondent shall have 30 days after delivery of the order and decision to demonstrate to the director willingness to comply with the terms and conditions of such order, failing which the contracting officer shall proceed to cancel, terminate or suspend the contract, or declare the contractor ineligible to receive any city contract or franchise for a period of one year, as such order may require. Willingness of the contractor to comply with such order may be evidenced by his or her written agreement to comply with the terms and conditions set forth in the order.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-32. Reserved.

Sec. 38-33. Confidentiality of statements and documents.

No documents which have been submitted nor anything which has been said or done during the course of a conciliation endeavor or as a result of an affirmative action program submission shall be made public or used as evidence in any subsequent proceedings without the written consent of the parties concerned, except as such statements or documents are public records as defined by state law or except when such statements or documents are used as evidence before a hearing examiner for the human rights commission.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-34. Reserved.

Sec. 38-35. Suspension or revocation of business license.

Upon the final determination of any violation of this chapter, the license of such violator to do business in this city may be suspended for up to 30 days; and, upon a third final determination of any violation of this chapter within five years, the license of such person to do business in this city shall be revoked.

(Ord. No. 130041, § 5, 3-21-13)

Secs. 38-36—38-40. Reserved.

DIVISION 2. HUMAN RIGHTS COMMISSION³

Sec. 38-41. Establishment; membership.

- (a) There shall be a human rights commission, formerly known as the civil rights board, which shall be an agency as such term is defined in RSMo § 536.010. Such commission shall comprise seven members, including a chairperson, to be appointed by the mayor. The commission shall be a local commission as authorized by RSMo §§ 213.020 and 213.135, and as such shall have the power and authority to hear complaints of violations of RSMo ch. 213, in accordance with procedures set forth in RSMo ch. 213, and in this chapter.
- (b) All members shall serve without compensation and shall serve initial staggered terms at the discretion of the council and mayor of three years for three members, two years for three members, and one year for one member; provided that all members shall continue in office until their respective successors shall have been appointed and qualified. In the event of death or resignation of any appointee, a successor shall be appointed by the original appointing authority to serve during the unexpired portion of his or her term.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-42. Reserved.

Sec. 38-43. Powers and duties.

- (a) The commission may adopt rules of procedure consistent with RSMo chs. 213 and 536, and this chapter.
- (b) The commission shall prepare an annual report to be presented to the mayor and council concerning the conditions of minority groups in the city, with special reference to discrimination, civil rights, human relations, hate group activity, bias crimes and bias practices and attitudes among institutions and individuals in the community. The report may also include other social and economic factors that influence conditions of minority groups, as well as the causes of these conditions and the effects and implications to minority groups and the entire city. In preparation for the report the commission may conduct hearings and conduct whatever other research is necessary. The report shall include appropriate recommendations to the mayor and the council.
- (c) The commission shall form task forces as follows:
 - (1) The commission shall form task forces including: youth, business, media, education, law enforcement, religion, labor, gay and lesbian issues, metropolitan area cooperation, and others as may be deemed appropriate.

³Cross reference(s)—Kansas City Lesbian, Gay, Bisexual, Trans and Queer Commission (LGBTQC), § 2-970.60 et seq.

- (2) One member of each task force may be appointed from each councilmanic district, that member to be agreed upon jointly by the councilmembers from that district. Councilmembers may recommend additional members as appropriate.
 - (3) Except as provided in subsection (c)(2) of this section, the chairperson of the commission shall appoint the chairs and members of the task forces.
 - (4) The task forces shall consist of no more than 15 members except where the commission chairperson specifically approves additional members.
 - (5) The task forces will assist the commission in the preparation of the commission's annual report to the mayor and council.
- (d) The commission is empowered to investigate hate group activity and incidents of bias crimes and work with law enforcement agencies and others to implement programs and activities to combat hate group activity and bias crimes.
 - (e) The commission may seek information from any and all persons, agencies and businesses, in both the public and private sectors, to identify and investigate problems of discrimination and bias as they affect the citizens of the city either directly or indirectly.
 - (f) The commission may cooperate with public and private educational institutions at primary, secondary and post-secondary levels to foster better human relations among the citizens of the city and within the metropolitan Kansas City area.
 - (g) The commission may work with civil rights organizations, community organizations, law enforcement agencies, school districts and others to collect and review data relating to patterns of discrimination, bias crimes, hate group activity, and general issues of civil and human rights.
 - (h) The commission may conduct studies, assemble pertinent data, implement educational programs and organize training materials for use by the commission to assist civil and human rights agencies, neighborhood organizations, educational institutions, law enforcement agencies, labor unions and businesses and others to prevent discrimination.
 - (i) The commission may serve as an advocate to prevent discrimination and bias crimes.
 - (j) The commission chairperson may appoint such committees from its membership or other citizens to fully effectuate the purpose of this chapter.
 - (k) The commission is empowered to hold hearings regarding issues of general or specific civil and human rights affecting the citizens of the city, to review decisions of hearing examiners appointed by the city to hear charges of violations of RSMo ch. 213, to administer oaths, and to take the testimony of any person under oath.
 - (l) Based upon its hearings or those held by its hearing examiners, the commission shall issue such findings as it deems appropriate under the circumstances. If the commission finds that a respondent has engaged in an unlawful discriminatory practice as defined in RSMo ch. 213, the commission shall issue and cause to be served on the respondent an order requiring the respondent to cease and desist from the unlawful discriminatory practice. The order shall require the respondent to take such affirmative action or award such relief as in the commission's judgment will implement the purposes of this chapter and of Chapter 213, RSMo, including but not limited to the assessment of civil penalties, reinstatement, back pay, making available the dwelling or public accommodation, actual damages, or any other relief that is deemed appropriate and which is consistent with Chapter 213, RSMo.
 - (m) Should the respondent also be a city contractor, upon complaint by the civil rights and equal opportunity department and after hearing duly held, the commission shall make findings of fact and conclusions of law; and when it finds a breach of conditions of any contract or franchise wherein compliance with this chapter is assured, it shall make an order specifying the terms and conditions under which any contract or franchise will be continued in force, or in the alternative shall order the cancellation, termination or suspension of such

contract or franchise, or order that such contractor or franchise holder be ineligible to receive any city contract or franchise for a period of one year.

- (n) The chairperson may appoint hearing review panels composed of not less three persons to review hearings conducted by a hearing examiner regarding violations of RSMo ch. 213. Panels shall be appointed on a rotating basis to ensure that all commission members have an opportunity to review recommended findings of the hearing examiner. Any member of the commission who has a conflict of interest or the appearance of a conflict of interest regarding an issue to be heard by the commission will not participate in the proceedings regarding that issue.
- (o) The commission is empowered to hold hearings, upon complaint of an aggrieved party or upon an investigation by the director to determine whether the owner, operator, agent or an employee of a business or facility within a redevelopment area is using a prohibited dress code. Based upon its hearings, or those held by its hearing examiners, the commission shall issue such findings as it deems appropriate under the circumstances. If the commission finds that the owner, operator or employee of such a business or facility has used, or is using, a prohibited dress code, and, therefore, has engaged in an unlawful discriminatory practice as defined in RSMo ch. 213, or in section 38-113, the commission shall issue and cause to be served on the owner, operator, agent or employee an order requiring the owner, operator or employee to cease and desist from the use of the prohibited dress code. The order may also require the owner, operator, agent or employee to take further affirmative action or award such relief as in the commission's judgment will implement the purposes of this chapter and of RSMo ch. 213, including but not limited to the assessment of civil penalties, making access available to those individuals denied access to the public accommodation because of the use of a prohibited dress code, actual damages, or any other relief that is deemed appropriate and which is consistent with RSMo ch. 213, and chapter 38, Code of Ordinances.
- (p) The commission shall study, advise and make other recommendations for legislation, policies, procedures and practices of the city, other businesses entities, and other public entities as are consistent with the purposes of this chapter.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645 , § 5, 8-12-21)

Secs. 38-44—38-60. Reserved.

DIVISION 3. BIAS OFFENSE REPORTING

Sec. 38-61. Reporting responsibility.

- (a) The police department of the city shall collect and maintain information relating to alleged crimes and ordinance violations occurring within the city in which the evidence of the offense indicates it was motivated by bigotry or bias related to the race, religion, sexual orientation or ethnicity of individuals or groups. For purposes of this section the following crimes and ordinance violations contained in the Code of Ordinances are included:
 - (1) Section 1-17(d) General penalty; continuing violations;
 - (2) Section 50-9, Stalking;
 - (3) Section 50-102, Trespass generally;
 - (4) Section 50-124, Institutional vandalism;
 - (5) Section 50-125, Defacing property with aerosol paint and like materials;
 - (6) Section 50-159, Harassment;
 - (7) Section 50-164, Disorderly conduct;

- (8) Section 50-167, Disturbing the peace;
- (9) Section 50-168, Bodily injury—Attempting;
- (10) Section 50-169, Same—Inflicting;
- (11) Section 50-170, Assault on persons or on route to or from school premises; disturbing school activities;
- (12) Section 50-171, Aggravated trespass;
- (13) Section 50-261, Unlawful use of weapons—generally;
- (14) Section 64-11, Throwing missiles;
- (15) Section 64-12, Throwing objects from buildings.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-62. Reserved.

Sec. 38-63. Reporting system.

The police department of the city shall develop a system by which the required reporting shall be accomplished. The reporting system shall include monthly distribution of the information collected to the civil rights and equal opportunity department of the city, and to the United States Department of Justice, Community Relations Service, Central Region.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645 , § 5, 8-12-21)

Sec. 38-64. Reserved.

Sec. 38-65. Incident reports.

- (a) Whenever any police officer has identified a victim of an alleged bias crime or city ordinance violation, the police department of the city shall, to the extent known, supply the name, address and telephone number of the victim to the director of the civil rights and equal opportunity department, acting for the human rights commission, together with other relevant information concerning the victim. Whenever any police officer has identified an incident that does not constitute a crime or city ordinance violation the officer will refer the victim to the civil rights and equal opportunity department. The director of civil rights and equal opportunity shall establish a telephone line for citizens to call to report incidents of possible bias incidents that are not crimes or city ordinance violations.
- (b) The purposes of this reporting are to permit the director of civil rights and equal opportunity, or other designated party appointed by the director, acting for the human rights commission, to:
 - (1) Contact the victim for the purpose of offering to help the victim deal with the police department, prosecutors and other interested agencies, and to help secure any other support which may be available to the victim; and
 - (2) Determine whether the incident is related to a pattern of discrimination, or if, due to bias-related tensions in the area where the incident occurred, further incidents are likely to occur if remedial action is not taken.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645 , § 5, 8-12-21)

Secs. 38-66—38-100. Reserved.

ARTICLE III. DISCRIMINATORY PRACTICES

DIVISION 1. IN GENERAL

Sec. 38-101. Prohibited.

- (a) Discriminatory practices, as defined in sections 38-102, 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113, are prohibited. Any person who engages in a prohibited discriminatory practice shall be guilty of an ordinance violation, punishable by a fine of not more than \$500.00, by imprisonment of not more than 180 days, or by such fine and imprisonment.
- (b) Nothing in sections 38-102, 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113 shall be read or interpreted to require the imposition of quotas or any form of affirmative action to remedy any past practices.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 190380, § 1, 5-23-19)

Sec. 38-102. Salary history.

- (a) Except as otherwise provided in in this section, it shall be unlawful for an employer or agent to:
 - (1) Inquire about the salary history of an applicant for employment; or
 - (2) Screen job applicants based on their current or prior wages, benefits, or other compensation, or salary histories, including requiring that an applicant's prior wages, benefits, other compensation or salary history satisfy minimum or maximum criteria; or
 - (3) Rely on the salary history of an applicant in deciding whether to offer employment to an applicant, or in determining the salary, benefits, or other compensation for such applicant during the hiring process, including the negotiation of an employment contract; or
 - (4) Refuse to hire or otherwise disfavor, injure or retaliate against an applicant for not disclosing his or her salary history to an employer.
- (b) Notwithstanding paragraph (a) of this section, an employer or its agent may, without inquiring about salary history, engage in discussion with the applicant about the expectations with respect to salary, benefits, and other compensation, including but not limited to unvested equity or deferred compensation that an applicant would forfeit or have cancelled by virtue of the applicant's resignation from their current employer.
- (c) The prohibitions in paragraph (a) of this section shall not apply to:
 - (1) Applicants for internal transfer or promotion with their current employer;
 - (2) A voluntary and unprompted disclosure of salary history information by an applicant;
 - (3) Any attempt by an employer to verify an applicant's disclosure of non-salary related information or conduct a background check, provided that if such verification or background check discloses the applicant's salary history, such disclosure shall not be relied upon for purposes of determining the salary, benefits, or other compensation of such applicant during the hiring process, including the negotiation of a contract;
 - (4) Employee positions for which salary, benefits, or other compensation are determined pursuant to procedures established by collective bargaining; and
 - (5) Applicants who are re-hired by the employer within five years of the applicant's most recent date of termination from employment by the employer, provided that the employer already has past salary history data regarding the applicant from the previous employment of applicant.

Sec. 38-103. Employment.

- (a) It shall be unlawful for any employer, employment agency or labor organization to commit any of the following discriminatory employment practices:
 - (1) For any employer to fail or refuse to hire or promote, or to discharge, any individual or otherwise to rule or act against any individual with respect to compensation, tenure, conditions or privileges because of such individual's race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (2) For any employer to limit, segregate or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (3) For any employer, labor organization or employment agency or any joint labor-management committee controlling apprenticeship training programs to deny or withhold from any person the right to be admitted to or participate in a guidance program or an apprenticeship training program because of race, color, sex, religion, national origin or ancestry, disability sexual orientation or gender identity.
 - (4) For any employer or employment agency to fail or refuse to refer any individual for an employment interview or to print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for employment or to make any inquiry in connection with prospective employment, which expresses any limitation, specification or preference, because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (5) For any employer to substantially confine or limit recruitment or hiring of employees to any employment agency, employment services, labor organization, training school, training center or any other employee-referring source which excludes persons because of their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (6) For any labor organization to in any way deprive or limit any person in his or her employment opportunities or otherwise adversely affect his status as an applicant for employment or as an employee, with regard to tenure, compensation, promotion, discharge or any other terms, conditions or privileges directly or indirectly related to employment, because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.
 - (7) For any employer, employment agency or labor organization to discharge, expel, demote, fail to promote or otherwise rule against any person because he or she has filed a complaint, testified or assisted in any manner in any investigation or proceedings under this chapter.
 - (8) For any person, whether or not an employer, employment agency or labor organization, to aid, abet, incite, compel, coerce or participate in the doing of any act declared to be a discriminatory practice under this chapter, or to obstruct or prevent any person from enforcing or complying with the provisions of this chapter, or to attempt to commit any act declared by this chapter to be a discriminatory practice.
- (b) Notwithstanding any other provision of this section, it shall not be an unlawful employment practice for an employer to apply different standards of compensation or different terms, conditions or privileges of employment pursuant to a bona fide seniority or merit system.
- (c) Notwithstanding any other provision of this section, it shall not be an unlawful employment practice for a religious organization, association or society, or any nonprofit institution or organization operated,

supervised or controlled by or in conjunction with a religious organization, association or society, to discriminate in its employment decisions on the basis of religion, sexual orientation or gender identity.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-104. Criminal records in employment.

- (a) Except as provided in subsection (b), it should be unlawful:
 - (1) For an employer to base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
 - (2) For an employer to inquire about an applicant's criminal history until after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (b) The requirements set forth in subsection (a) of this section do not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

(Ord. No. 180034 , § 1, 2-1-18)

Sec. 38-105. Housing.

- (a) It is the policy of the city to provide, within constitutional limitations, for fair housing throughout the corporate limits of the city.
- (b) Within this section "protected trait" shall mean actual or perceived race, color, religion, national origin, sex, mental or physical disability, marital status, familial status, age sexual orientation or gender identity, gender expression, ethnic background, or being a victim of domestic violence, sexual assault or stalking.
- (c) If the director finds probable cause of a violation of this section, the director shall notify the director of health of the violation and assist the director of health in any related investigation, in addition to pursuing any enforcement authorized by chapter 213 RSMo.
- (d) The following discriminatory housing practices shall be unlawful:
 - (1) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of property offered for sale or rental, or otherwise make unavailable or deny a dwelling to any person, because of a protected trait.
 - (2) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of a protected trait.
 - (3) To make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference or limitation based on a protected trait or an intention to make any such preference, limitation, or discrimination.
 - (4) To represent to any person, because of a protected trait, that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.
 - (5) To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of persons of a particular protected trait.

- (6) For a person in the business of insuring against hazards to refuse to enter into or discriminate in the terms, conditions or privileges of a contract of insurance against hazards to a dwelling because of a protected trait pertaining to persons owning or residing in or near the dwelling.
- (7) To discriminate in the sale or rental or to otherwise make unavailable or deny a dwelling to any buyer or renter because of a disability of:
 - a. That buyer or renter;
 - b. A person residing in or intending to reside in that dwelling after it is sold, rented or made available; or
 - c. Any person associated with that buyer or renter.
- (8) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
 - a. That person;
 - b. A person residing in or intending to reside in that dwelling after it is so sold, rented or made available; or
 - c. Any person associated with that person.
- (9) To sexually harass a property owner or tenant;
- (10) To refuse to rent or to make any distinction or restriction for the rental of a dwelling unit solely because of the type of reasonably verifiable and lawful source of income. As used in this section, lawful source of income shall mean the lawful manner by which an individual supports themselves or their dependents, including but not limited to pay, child support payments, and rental assistance from a federal, state, local or nonprofit-administered benefit or subsidy program. In no event shall an owner be compelled to participate in an otherwise voluntary benefit or subsidy program.
- (e) While a person may examine a criminal background check or rental history in reviewing an application for rental housing, the person shall review additional information provided by the rental applicant, including, but not limited to, personal references, recency and severity of any convictions, recency and status of any evictions, and any actions taken by the rental applicant to resolve past evictions.
- (f) For purposes of this section, the term "discrimination" includes:
 - (1) A refusal to permit at the expense of the disabled person reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted;
 - (2) A refusal to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or
 - (3) In connection with the design and construction of covered multifamily dwellings for first occupancy, a failure to design and construct those dwellings in a manner that:
 - a. The public and common use portions of such dwellings are readily accessible to and usable by disabled persons. This shall include at least one building entrance on an accessible route unless it is impracticable to do so because of the terrain or unusual characteristics of the site;
 - b. All doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs; and
 - c. All premises within such dwellings contain the following features of adaptive design:

1. An accessible route into and through the dwelling;
2. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;
3. Reinforcements in bathroom walls to allow later installation of grab bars; and
4. Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically disabled persons, commonly cited as ANSI A17.1, suffices to satisfy that the requirements of subsection (b)(3)a of this section are met.

- (4) For purposes of subsections (a)(7) and (8) of this section, discrimination includes any act that would be discrimination under 42 USC 3604(f)(3) through (9).
- (g) Nothing in this section shall apply to rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four families living independently of each other if the owner actually maintains or occupies one of such living quarters as the owner's residence, and if the dwelling contains any rooms, except hallways, which are shared by the families or the owner.
- (h) Nothing in this section shall prohibit a religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from discriminating in the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose on the basis of religion, sexual orientation or gender identity, or from giving preference to persons on those bases.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 180034, § 1, 2-1-18; Ord. No. 180724, § 1, 2-7-19; Ord. No. 190935, § 4, 12-12-19)

Sec. 38-106. Reserved.

Sec. 38-107. Discrimination in commercial real estate loans.

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan or other financial assistance because of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, handicap or familial status to a person applying therefor for the purpose of purchasing, construction, improving, repairing or maintaining a dwelling, or to discriminate against him in fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance, because of the race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, handicap or familial status of such person or of any person associated with him in connection with such loan or other financial assistance, or of the present or prospective owners, lessees, tenants or occupants, of the dwellings in relation to which such loan or other financial assistance is to be made or given.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-108. Reserved.

Sec. 38-109. Discrimination in the provision of brokerage services.

It shall be unlawful for any person to deny any other person right to membership or participation in any multiple listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting dwellings, or to discriminate against any person in terms or conditions of such access,

membership or participation, on account of race, color, religion, national origin, sex, disability, marital status, familial status, sexual orientation or gender identity.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-110. Reserved.

Sec. 38-111. Additional unlawful practices.

- (a) It shall be an unlawful discriminatory practice to:
- (1) Aid, abet, incite, compel or coerce the commission of acts prohibited under this chapter or to attempt to do so.
 - (2) Retaliate or discriminate in any manner against any other person because such person has opposed any practice prohibited by this chapter or because such person has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding or hearing conducted pursuant to this chapter.
 - (3) Discriminate in any manner against any other person because of such person's association with any person protected by this chapter.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-112. Reserved.

Sec. 38-113. Discriminatory accommodation practices.

- (a) It shall be a discriminatory accommodation practice for any owner, agent or employee of any place of public accommodation, directly or indirectly, to refuse, withhold from or deny to any person any of the accommodations mentioned in this chapter or to discriminate against any person in the furnishing thereof on account of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation or gender identity of such person, or directly or indirectly to publish, circulate or display any written or printed communication, notice or advertisement to the effect that any of the accommodations or the facilities of such place of public accommodation will be refused, withheld from or denied to any person on account of race, religion, color, ancestry, national origin, sex, disability, marital status, familial status, sexual orientation or gender identity, or that, for such reasons, the patronage or custom of any person described in this section is unwelcome or objectionable or not acceptable to such place.
- (b) It shall be a discriminatory accommodation practice for any owner, agent, operator or employee of a business or facility within a redevelopment area to use a prohibited dress code as defined in section 38-1, directly or indirectly, to refuse, withhold from or deny to any person any of the accommodations mentioned in this chapter or to discriminate against any person in the furnishing thereof on account of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation or gender identity of such person. Any dress code enforced in a redevelopment area or in any establishment with such area must be posted in accordance with the requirements of section 10-331(d), and must contain the phone number of the city's civil rights and equal opportunity department and a phone number of a representative of the establishment who is available to respond to complaints regarding the enforcement of the dress code during all hours when the establishment is open or such dress code is in effect. Any such dress code shall list all prohibited items of dress. Notwithstanding the foregoing, nothing herein shall be construed as prohibiting:
- (1) Any owner or operator of a business or facility within a redevelopment area from establishing an employee dress code or requiring that an employee abide by the employee dress code while at work.

- (2) Any owner, agent, operator or employee of a business or facility within a redevelopment area from affirmatively requiring the wearing of specified articles of clothing, which may include collared shirts and ties, sports jackets, business suits, business casual, formal clothing or smart casual clothing in keeping with the ambiance and quality of the particular business or facility and formal footwear, so long as the requirements are enforced with regard to each and every patron, regardless of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation or gender identity.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 210645 , § 5, 8-12-21)

Secs. 38-114—38-199. Reserved.

ARTICLE IV. LIVING WAGE⁴

Sec. 38-200. Authority.

This article is enacted pursuant to its general police powers and the authority to provide for the general health and welfare of its citizens as established by the Missouri Constitution, article VI, section 19(a), giving a charter city all powers which are consistent with the Missouri Constitution and that are not limited or denied by the city Charter or by statute.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-201. Definitions.

Apprentice means a person bound to serve another for a specified time in order to learn some art, trade, profession, or business.

Base wage means the minimum hourly rate of compensation that an employee who customarily and regularly receives more than \$30.00 a month in tips shall be paid pursuant to this article;

Commission means a payment based on a percentage of the value of sales or other business done;

Living wage means the minimum hourly rate of compensation that an employee shall be paid; and

Tip means a gratuity earned by an employee for providing good service.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-202. Applicability.

- (a) This article shall be effective within the corporate limits of the city, established by article 1, section 101 of the Kansas City, Missouri Charter.
- (b) Employees of the city shall be paid the living wage established by section 38-204 of this article. However, the provisions of this subsection are expressly limited by and subject to collective bargaining agreements between the city and any bargaining unit.

⁴Editor's note(s)—Ord. No. 170391 , § 6, adopted May 18, 2017, and approved by voters on August 8, 2017, amended the Code by, in effect, repealing former art. IV, §§ 38-201—38-207, and adding a new art. IV. Former art. IV pertained to the city minimum wage, and derived from Ord. No. 170193 , adopted March 9, 2017.

- (c) As of the effective date of this article, contracts entered into by the city for services, including construction services, shall require the contractor to pay the living wage established by this article.
- (d) Businesses required by the city to have a business license from the city shall pay the living wage established by this article.
- (e) For purposes of identifying who shall be paid the living wage established by this article, all individuals employed in the corporate limits of the city, whether on a part-time, full-time or temporary basis, shall be considered to be an employee for purposes of this article. Also considered an employee for purposes of this article are contingent or contracted workers, and persons working through a temporary service, staffing or employment agency or similar entity. However, the following shall not be considered employees entitled to the living wage established by this article:
 - (1) An individual employed by the United States, the state or any political subdivision of the state other than by the city;
 - (2) An individual engaged in the activities of an educational, charitable, religious or nonprofit organization where the employer-employee relationship does not, in fact, exist or where the services rendered to such organizations are on a voluntary basis;
 - (3) Apprentices in a registered apprentice program recognized by the state or the Federal Bureau of Apprenticeship and Training, as well as any apprentice participating in an apprenticeship program providing significant instructional and practical experience and offered by the city of Kansas City, Missouri.
 - (4) Temporary employees of an educational, charitable or religious youth camp or retreat where room and board are provided to the employee, or if a day camp, where board only is provided. To qualify under this exemption the employer must hold a valid certificate issued annually by the director of the state department of labor pertaining to exemption of seasonal employees;
 - (5) Any employee that is the parent, spouse, child or other member of the employer's immediate family; for purposes of this subsection, the employer shall include the principal stockholder of a family corporation;
 - (6) Interns working for a business for academic credit in connection with a course of study at an accredited school, college or university; and
 - (7) Persons working for a business in connection with a court-ordered community service program.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-203. Findings.

- (a) The city council finds that the public welfare, health, safety and prosperity of citizens of the city requires that citizens be paid a living wage sufficient to ensure a decent and healthy life;
- (b) The city council finds that establishing a mandatory minimum hourly wage will promote the public welfare, health, safety and prosperity by ensuring that citizens can better support and care for their families through their own efforts;
- (c) The city council finds that when businesses do not pay adequate wages, the community bears the cost in the form of increased demand for taxpayer-funded social services;
- (d) The city council finds that it is in the public interest to require that employers benefiting from the opportunity to do business in the city pay employees a living wage that is adequate to meet the basic needs of living in the city.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-204. Living wage payment requirements.

- (a) Except as provided in subsection (b), the living wage paid to an employee not excluded as set forth above, shall be \$10.00 per hour, effective August 24, 2017. Beginning September 1, 2019, the living wage shall be increased by \$1.25 each year thereafter for the next four years. The city shall post the living wage established by this article on its website after this article becomes effective and at least 90 days prior to each adjustment of the living wage.
- (b) An employee who customarily and regularly receives more than \$30.00 a month in tips and/or commissions shall be paid at least a base wage equivalent to 60 percent of the living wage established by this article. Initially the base wage rate shall be \$6.00. That wage will increase simultaneously and proportionately with each living wage increase. The employer may consider tips and commissions as part of wages, but the tips and commissions combined with the employer's payment of wages to the employee shall not equal less than the living wage as provided in subsection (a) of this section. In the event an employee earns insufficient tips and/or commissions combined with the base wage to receive a wage at least equal to the living wage established by this article, the employer shall pay the employee the difference to ensure the employee receives a wage equal to the living wage established by this article. All tips received by such employee shall be retained by the employee, except that nothing in this section shall prohibit the pooling of tips among employees. Where employees practice tip pooling or splitting (as where staff give a portion of their tips to bus persons), only the amount actually retained by each employee shall be considered part of that employee's wages.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-205. Prohibition against retaliation and circumvention.

It shall be unlawful for any employer or employer's agent or representative to discharge, demote, deny promotion to or in any way discriminate against an employee in the terms or conditions of employment in retaliation for the person asserting a claim or right pursuant to this article or assisting another person to do so.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-206. Remedies and penalties.

- (a) A person violating this article shall be subject to a fine of \$500.00. Any person violating any of the requirements of this article shall be guilty of a separate offense for each day or portion thereof and for each worker or person as to which any such violation has occurred.
- (b) The city, any individual aggrieved by a violation of this article, or any entity whose members have been aggrieved by a violation of this article, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this article and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the payment of any wages due, an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.
- (c) The remedies provided in this article are not exclusive, and nothing in this article shall preclude any person from seeking any other remedies, penalties, or relief provided by law.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-207. Prospective application.

Nothing in this article shall be deemed to nor shall be applied in such a manner so as to have a constitutionally prohibited effect as an ex post facto law or impairment of an existing contract within the meaning of the Missouri Constitution, article I, section 13.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-208. Severability.

The requirements and provisions of this article are severable. In the event that any requirement, provision, part, subpart or clause of this article, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the council that the remainder of this article be enforced to the maximum extent possible consistent with the objective of ensuring a living wage.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-209. Notice posting.

Any holder of a city business license shall, as a condition of obtaining or holding a business license, post and display in a prominent location next to its business license a notice that the business is in compliance with the provisions of this article and shall include the text of sections 38-202 and 38-204 of this article. Failure to comply with this section shall be construed as a violation of this article and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-210. Procedure.

A complaint form for use in reporting violations of this article shall be available on the city webpage for use in reporting violations.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-211. Effective date.

This article shall become effective August 24, 2017, contingent upon voter approval at an election to be held on August 8, 2017.

(Ord. No. 170391 , § 6, 5-18-17)

EXHIBIT C

CREO Form 3
Rev. 3.22.2023





REQUEST FOR SUPPLEMENTAL REVENUE

CITY OF KANSAS CITY, MISSOURI

DEPARTMENT: **General Services Department**

BUSINESS UNIT: **KCMBU** DATE: **12/4/2024** JOURNAL ID: **241049**

LEDGER GROUP: **REVENUE**

| <u>FUND</u> | <u>DEPT ID</u> | <u>ACCOUNT</u> | <u>PROJECT</u> | <u>AMOUNT</u> |
|-------------|----------------|----------------|----------------|---------------|
| 1000 | 71600 | 457500 | N/A | \$4,285.08 |
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| TOTAL | | | | \$4,285.08 |

DESCRIPTION:
 Estimating revenue in the amount of \$4,285.08 in the General Fund; and authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with The Kansas City Boys/Girls Choir for the purpose of office space in the Robert J. Mohart Center, located at 3200 Wayne, Rooms 219, 220, 221, 221A, Kansas City

| | | | |
|--------------|------------|------------------------------|------|
| APPROVED BY: | DATE | APPROVED BY: DEPARTMENT HEAD | DATE |
| Erica Mackey | 11/19/2024 | | |



File #: 241049

ORDINANCE NO. 241049

Estimating revenue in the amount of \$4,285.08 in the General Fund; and authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with The Kansas City Boys Choir for the purpose of office space in the Robert J. Mohart Center, located at 3200 Wayne Avenue, Rooms 219, 220, 221, 221A, Kansas City, Missouri 64109.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the General Fund, is hereby estimated in the following amount pursuant to The Kansas City Boys/Girls Choir lease agreement:

| | | |
|-----------------------|----------------------|------------|
| 25-1000-071600-457500 | Space Rental Charges | \$4,285.08 |
|-----------------------|----------------------|------------|

Section 2. That the Director of General Services Department is authorized to execute a one (1) year lease agreement with two options to renew for one (1) year each, attached hereto in substantial form, with The Kansas City Boys Choir for the purpose of the use of an office space beginning January 1, 2025, and ending December 31, 2025.

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



 Tammy L. Queen
 Director of Finance

Approved as to form:



 Abigail Judah
 Assistant City Attorney



File #: 241059

ORDINANCE NO. 241059

Sponsor: City Manager's Office

Accepting and approving the recommendation of the Tax Increment Financing Commission of Kansas City, Missouri, as to the termination of the Summit Tax Increment Financing Plan and the termination of the designation of Redevelopment Project Areas 8, 9A, and 25 described therein; declaring as surplus those funds within the special allocation fund(s) established in connection with Redevelopment Project Areas 8, 9A, and 25; dissolving the special allocation fund(s) established in connection with Redevelopment Project Areas 8, 9A, and 25; authorizing the distribution of such surplus funds; and directing the City Clerk to send copies of this ordinance to Jackson County.

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

WHEREAS, on August 31, 1995, the City Council passed Committee Substitute for Ordinance No. 951016, which accepted the recommendations of the Commission and approved the Summit Tax Increment Financing Plan (the "Redevelopment Plan") and designated the Redevelopment Area described therein to be a Conservation Area (the "Redevelopment Area"); and

WHEREAS, the Redevelopment Plan has been amended twelve times by Ordinance No. 001035 on August 10, 2000, by Ordinance No. 011653 on December 13, 2001, by Ordinance No. 011688 on December 13, 2001, by Ordinance No. 030632 on June 5, by Ordinance No. 040665 on June, by Ordinance No. 050316 on March 24, 2005, by Committee Substitute for Ordinance No. 051116 on September 29, 2005, by Ordinance No. 051321 on November 3, 2005, by Ordinance No. 110782 on October 13, 2011, by Ordinance No. 190914 on November 7, 2019, by Ordinance No. 210201 on March 18, 2021, by Ordinance No. 210435 on May 20, 2021.

WHEREAS, the Redevelopment Plan, as amended, contemplates the designation of multiple redevelopment project areas, including Redevelopment Project Area 8 as designated by

Committee Substitute for Ordinance No. 041381, Redevelopment Project Area 9A as designated by Ordinance No. 001036, and Redevelopment Project Area 25 as designated by Committee Substitute for Ordinance No. 051116; and

WHEREAS, the Commission has been duly constituted and its members appointed pursuant to Section 99.820.2 of the Act; and, after all proper notice was given, the Commission met in public hearing and after receiving the comments of all interested persons and taxing districts with respect to the Redevelopment Plan, closed said public hearing on October 9, 2024, and adopted its Resolution No. 10-9-24 (the “Resolution”) recommending to the City Council the termination of the Redevelopment Plan and the termination of the designation of each of the Redevelopment Project Areas described therein and by Ordinance No. 041381, Ordinance No. 001036, Ordinance No. 051116, which shall require that all funds on deposit in the Special Allocation Fund(s) established in connection with each such Redevelopment Project Area be declared surplus and distributed to the affected taxing districts, in accordance with the Act; and NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the recommendations of the Commission concerning the termination of the Summit Tax Increment Financing Plan, as set forth in Resolution No.10-9-24, are hereby accepted, and the Summit Tax Increment Financing Plan is hereby terminated.

Section 2. That the recommendations of the Commission concerning the termination of the designation of Redevelopment Project Area 8 described by the Summit Tax Increment Financing Plan and by Committee Substitute for Ordinance No. 041381, Redevelopment Project Area 9A described by the Summit Tax Increment Financing Plan and by Ordinance No. 001036, Redevelopment Project Area 25 described by the Summit Tax Increment Financing Plan and by Committee Substitute for Ordinance No. 051116 (the “Redevelopment Project Areas”), as set forth in Resolution No.10-9-24 are hereby accepted, and the designation of each such Redevelopment Project Area is hereby terminated.

Section 3. That all funds within any Special Allocation Fund(s) established in connection with each such Redevelopment Project Area is hereby declared as surplus and shall be distributed in accordance with the Act and the provisions of this ordinance

Section 4. That following the distribution of the surplus funds, the Special Allocation Fund(s) for the Redevelopment Project Areas of the Summit Tax Increment Financing Plan shall be dissolved.

Section 5. That the City Clerk is hereby directed to send copies of this ordinance to Jackson County.

..end

Approved as to form:

Emalea Black
Associate City Attorney

Summit TIF Plan

TERMINATION

Summit TIF Plan Overview

- ▶ Plan approved in 1995
- ▶ Conservation area
- ▶ 3 project areas
- ▶ 3 Redevelopers – Output Technologies, Pershing MR LLC and Diocese of Kansas City
- ▶ Projects 8&9A and 25 are the last remaining projects

Summit Redevelopment Area

Generally
bounded by

Project 8 & 9A and 25 Descriptions

- ▶ Project 8 of the Plan was to remodel the Pershing Building to provide for a restaurant with an outdoor dining terrace on the first floor and office space in the remainder of the building. There would be a surface parking lot open to the general public, the restaurant, the office uses and visitors to Penn Valley Park.
- ▶ Project 9A of the Plan was to construct parkland improvements and a surface parking lot.
- ▶ Project 25 was to renovate the Sacred Heart Guadalupe Church, parish activities center and education center

Assessed valuation– Project 8 & 9a and Project 25

Upon approval

\$577,363

Current

\$3,440,749

EATs – Projects 8 & 9a

Upon approval

\$0

At expiration

\$45,436

Recommendation

- ▶ The Commission recommends that the Council terminate the designation of all remaining Projects and the Redevelopment Plan, dissolve the Special Allocation Fund, and surplus any remaining funds.



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 241059

Submitted Department/Preparer: Please Select

Revised 11/01/23

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

Executive Summary

Accepting and approving the recommendation of the Tax Increment Financing Commission of Kansas City, Missouri, as to the termination of the Summit Tax Increment Financing Plan and the termination of the designation of Redevelopment Project Areas 8, 9A, and 25 described therein; declaring as surplus those funds within the special allocation fund(s) established in connection with Redevelopment Project Areas 8, 9A, and 25; dissolving the special allocation fund(s) established in connection with Redevelopment Project Areas 8, 9A, and 25; authorizing the distribution of such surplus funds; and directing the City Clerk to send copies of this ordinance to Jackson County.

Discussion

Terminating the tIF Plan and remaining project areas, and surplussing the funds in the SAF

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
TIF
3. How does the legislation affect the current fiscal year?
Surplussed funds will flow back to TJs, including the City.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
No more funds redirected for TIF

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

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

- 1. View the [FY23 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?
Inclusive Growth and Development (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
 - Align the City's economic development strategies with the objectives of the City Council to ensure attention on areas traditionally underserved by economic development and redevelopment efforts.
 - Ensure quality, lasting development of new growth.
 - Increase and support local workforce development and minority, women, and locally owned businesses.
 - Create a solutions-oriented culture to foster a more welcoming business environment.
 - Leverage existing institutional assets to maintain and grow Kansas City's position as an economic hub in the Central United States.
 -

Prior Legislation

970374, 050351, 060979, 160332, 170056, 970375, 970376, 970377, 970378, 970379, 970380, 970381, 970382, 970383, 921351, 060100, 060609, 070308, 060116 ,921352 ,921353 ,921354, 060117, 951016, 001035, 011653, 011688, 030632, 040665, 50316, 051116, 051321, 110782, 190914, 210201, 210435,

951017, 951018, 951019, 951020, 951021, 951022, 951023, 951024, 041381, 951025, 001036, 951026, 951027, 951028, 951029, 951030, 951031, 951032, 951033, 951034, 951035, 951036, 951037, 951038, 951039, 951040, 951041, 051116, 951042, 951043, 951044, 951045, 951046, 951047, 951048, 951049, 951050, 951051, 951052, 951053, 951054, 951055, 951056, 951057, 051340, 051339, 180937

Service Level Impacts

N/A

Other Impacts

1. What will be the potential health impacts to any affected groups?
None
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
Ending TIF Plan will stop redirection of tax dollars
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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



File #: 241060

ORDINANCE NO. 241060

Sponsor: City Manager's Office

Approving the Fourth Amendment to the Union Hill Tax Increment Financing Plan; declaring surplus of certain PILOTS on deposit in the Special Allocation and remitting the same to the affected taxing jurisdictions; estimating and appropriating \$4,589,700.00 for Union Hill Streetscape Improvements; authorizing the City Manager to execute a redevelopment agreement with the Tax Increment Financing Commission for the implementation of certain public infrastructure improvements contemplated by the Union Hill Tax Increment Financing Plan; and directing the Clerk to send a copy of this ordinance to Jackson County.

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

WHEREAS, the City created the Administrative TIF Commission and has delegated all powers delegable under the Act, in particular powers enumerated in Section 99.820.1 RSMo, in connection with administering tax increment financing plans and projects to the Administrative TIF Commission, as provided in Code § 74-58; and

WHEREAS, on December 18, 1997, the City Council passed Committee Substitute for Ordinance No. 971698, as amended, which accepted the recommendations of the Kansas City TIF Commission and approved the Union Hill Tax Increment Financing Plan (the "Redevelopment Plan") and designated the Redevelopment Area described therein to be a Conservation Area (the "Redevelopment Area"); and

WHEREAS, the Redevelopment Plan has been amended three times by Committee Substitute for Ordinance No. 081070 on December 4, 2008, by Ordinance No. 100772 on September 23, 2010, and by Ordinance No. 130239 on April 4, 2013; and

WHEREAS, a Fourth Amendment to the Redevelopment Plan ("Fourth Amendment") was proposed to the Kansas City TIF Commission and the Kansas City TIF Commission, having

been duly constituted and its members appointed, after proper notice was given, met in a public hearing on November 13, 2024 and, after it received comments of all interested persons and taxing districts, (i) closed the public hearing, (ii) approved the Fourth Amendment and (iii) recommended that the City Council approve the Fourth Amendment; and

WHEREAS, the Fourth Amendment provides for (1) certain modifications to the description of the Redevelopment Area, (2) certain modifications to the Site Maps, (3) certain modifications to the description of Public Improvements, (4) certain modifications to the Redevelopment Schedule, (5) certain modifications to the Estimated Redevelopment Project Costs, (6) certain modifications to the Sources of Funds, (7) all Payments in Lieu of Taxes to be declared surplus and distributed to the impacted Taxing Districts located within the Redevelopment Area in accordance with the Act at such time as the Special Allocation Fund has accumulated, from the inception of the Plan, an aggregate amount of revenue equal to \$9,657,084 for the reimbursement of Reimbursable Project Costs, and (8) modifies certain exhibits to and sections of the Plan that are in furtherance of the foregoing;

WHEREAS, the Special Allocation Funds(s) established in connection with each Redevelopment Project Area described by the Plan (the “Special Allocation Fund”) had, as of April 30, 2024, an existing balance of approximately \$7,750,00 (the “SAF Balance”), which is comprised of payments in lieu of taxes (“PILOTS”) and economic activity taxes (“EATS”) generated and collected within the Redevelopment Project Areas;

WHEREAS, after the Special Allocation Fund has accumulated, since the inception of the Plan, an aggregate amount of \$9,657,084, the remaining amount of PILOTS, in the estimated amount of \$3,468,000 (the “Existing Surplus PILOTS”), together with all subsequent PILOTS that shall be deposited in the Special Allocation Fund (“Future PILOTS”), shall be deemed surplus and shall be distributed to the taxing districts affected by the Plan, in a manner consistent with the Act;

WHEREAS, the City desires to construct the streetscape improvements, sidewalks, and any other required or desired infrastructure between Main Street and Campbell Street, as contemplated by the Fourth Amendment (the “Fourth Amendment Public Improvements”), and further desires and intends to contribute its portion of the Existing PILOT Surplus, in the approximate amount of \$560,000 and Future PILOTS, in the approximate of \$607,000, to the costs of such Fourth Amendment Public Improvements;

WHEREAS, the City's use of its portion of the Existing PILOT Surplus, as considered by this Ordinance, is consistent with the City's one-time revenue policy as defined in Committee Substitute for Ordinance No. 121017, as amended; and

WHEREAS, certain agreements must be authorized and appropriations made for the purpose of implementing the objectives outlined herein; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

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

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

Section 3. That the City Council hereby finds that good cause has been shown for the Fourth Amendment of the Plan and that the findings of the Council in Committee Substitute for Ordinance No. 971698, as amended, Committee Substitute for 081070, Ordinance No. 100772 and Ordinance No. 130239, except as expressly modified by the Fourth Amendment, are not affected by the Fourth Amendment and apply equally to the Fourth Amendment

Section 4. That the Council hereby finds that:

- a. The Redevelopment Area as a whole is a conservation area, as defined in Section 99.805 of the Act, has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without the adoption of the Redevelopment Plan.
- b. The Redevelopment Plan, as amended by the Fourth Amendment, conforms to the comprehensive plan for the development of the City as a whole.
- c. The areas selected for Redevelopment Projects include only those parcels of real property and improvements thereon which will be directly and substantially benefited by the Redevelopment Project Improvements.
- d. The estimated dates of completion of the Redevelopment Projects and retirement of obligations incurred to finance Redevelopment Project Costs have been stated in the Redevelopment Plan, as amended by the Fourth Amendment, and are not more than 23 years from the passage of any ordinance approving a Redevelopment Project within the Redevelopment Area.
- e. The Redevelopment Plan, as amended by the Fourth Amendment, includes a plan for relocation assistance for businesses and residences.
- f. A cost-benefit analysis showing the impact of the Redevelopment Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area has been prepared in accordance with the Act.
- g. The Redevelopment Plan, as amended by the Fourth Amendment, does not include the initial development or redevelopment of any gambling establishment.
- h. A study has been completed and the findings of such study satisfy the requirements provided under Section 99.810, RSMo.

Section 5. That PILOTS on deposit in the Special Allocation Fund(s), in the amount of amount of \$3,468,000.00 (\$560,000.00 of which is estimated to be the City’s portion), which

represents the “Existing PILOTS Surplus”, as described in the Recitals, are hereby declared as surplus and shall be distributed in accordance with the Act.

Section 6. That revenue in the following account of the Capital Improvements Fund is estimated in the following additional amount:

| | | |
|--------------------------------|---------------------------|---------------|
| 25-3090-895914-485381-89061082 | TIF District Contribution | \$ 560,000.00 |
|--------------------------------|---------------------------|---------------|

Section 7. That revenue in the following account of the Capital Improvements Fund is estimated in the following additional amount:

| | | |
|--------------------------------|--------------------------------------|----------------|
| 25-3090-895914-485380-89061082 | Reimbursement from TIF Commission | \$4,029,700.00 |
|--------------------------------|--------------------------------------|----------------|

Section 8. That the sum of \$4,589,700.00 is hereby appropriated from the Unappropriated Fund Balance of the Capital Improvements Fund to the following account in the Capital Improvements Fund:

| | | |
|---------------------------|--|----------------|
| 25-3090-895914-B-89061082 | Union Hill Streetscape Improvements | \$4,589,700.00 |
|---------------------------|--|----------------|

Section 9. That the Director of Public Works is hereby designated requisitioning authority for Account No. 25-3090-895914-B-89061082 in the Capital Improvement Fund.

Section 10. That the City Manager, or his designee, is hereby authorized to execute a Redevelopment Agreement, for the purpose of purpose of implementing the “Fourth Amendment Public Improvements,” as defined in the Recitals, is approved in substantial form to that which is on file in the office of the City Clerk.

Section 11. That the City Manager, or his designee, is hereby authorized to execute future amendments to the Redevelopment Agreement to address minor inaccuracies in the Redevelopment Agreement, unforeseen events of circumstance, or technical matters, provided that the future amendments do not alter the substance of the Redevelopment Agreement as approved in Section 10.

Section 12. That the City Clerk shall send a copy of this ordinance to the County Clerk and County Executive of Jackson County, Missouri.

..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 made that is sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form:

Emalea Black
Associate City Attorney

REDEVELOPMENT AGREEMENT

BETWEEN

**THE TAX INCREMENT FINANCING COMMISSION
OF KANSAS CITY, MISSOURI,**

AND

THE CITY OF KANSAS CITY, MISSOURI,

**FOR THE CONSTRUCTION OF CERTAIN
PUBLIC INFRASTRUCTURE IMPROVEMENTS
CONTEMPLATED BY THE UNION HILL TAX INCREMENT FINANCING PLAN**

Dated: December [REDACTED], 2024

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REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of December [REDACTED], 2024, by and between the TAX INCREMENT FINANCING COMMISSION OF KANSAS CITY, MISSOURI (the “**Commission**”) and the CITY OF KANSAS CITY, MISSOURI, (“**City**”) with respect to the following facts and objectives:

A. Pursuant to the Real Property Tax Increment Financing Allocation Act, Section 99.100 RSMo. 1988, et seq., as amended (“**Act**”), on December 18, 1997, the City Council of Kansas City, Missouri (the “**City Council**”), by way of Ordinance No. 971698, approved the Union Hill Tax Increment Financing Plan and designated the area described therein as a redevelopment area (the “**Redevelopment Area**”).

B. The Union Hill Tax Increment Financing Plan was subsequently amended on December 4, 2008, by Committee Substitute for Ordinance No. 081070, on September 23, 2010, by Ordinance No. 100772, on April 4, 2013, by Ordinance No. 130239 and on [REDACTED], 2024 by Ordinance No. [REDACTED] (the Union Hill Tax Increment Financing Plan, as amended by these ordinances is hereinafter referred to as the “**Plan**”).

C. The Plan provides for the redevelopment of portions of the Redevelopment Area, including construction of a 106 room motel on the southeast corner of East 30th and Main Streets, acquisition and removal of spot-zoned, dilapidated and obsolete apartment buildings and making available those sites for construction of single family detached homes, rehabilitation of existing single family homes, construction of market rate and affordable multi-family communities, creation of a Neighborhood Infrastructure Improvement Fund to make available loans and/or grants for existing owner-occupied homes and commercial property owners (the “**Project Improvements**”), together with all necessary utilities and street improvements, the construction or reconstruction of public infrastructure improvements, including, but not limited to streetscape improvements, sidewalks, and any other required or desired infrastructure, that support and enhance the Project Improvements (the “**Public Improvements**”).

D. The City has agreed to implement certain of the Public Improvements, pursuant to the Plan and accordance with the terms and conditions of this Agreement.

E. The City and the Commission desire to enter into this Agreement to set forth their mutual understanding relative to the implementation of the Public Improvements.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Commission and the City agree as follows:

1. Public Improvements.

a. The City shall implement or cause to be implemented the Public Improvements outlined in the Scope of Services attached hereto as **Exhibit A**. The final design and construction plans for the Public Improvements shall be approved by the Public Works Department of the City (“**Public Works**”), and all City approvals of the same shall be communicated in writing to the Commission by the City, prior to the City submitting to

the Commission for certification any costs related to the Public Improvements. All projected costs associated with the Public Improvements, which are approximately \$5,608,184, are set forth on **Exhibit A-1**, attached hereto, of which \$4,441,184 shall be reimbursed to the City, subject to the terms and conditions of this Agreement.

2. **Date of Completion.** Subject to the other provisions of this Agreement including, without limitation, **Section 20**, the City shall cause the Public Improvements to be implemented pursuant to the development schedule attached hereto as **Exhibit A-2**. Moreover, the City shall substantially complete construction of the Public Improvements outlined in the Scope of Work within three years of the date of this agreement in accordance with Code § 74-12.

3. **Reimbursement to City.** To the extent the City and its contractors have completed the Public Improvements in accordance with the terms and conditions of this Agreement and the plans and specifications approved by the Director of Public Works related to the same and, in doing so, have complied with:

a. the requirements of City Code of General Ordinances (a) Chapter 3, Article IV, Division 1 (Affirmative Action), (b) Chapter 3, Article IV, Divisions 2 (Minority and Women’s Business Enterprises), (c) Chapter 3, Article IV, Divisions 3 (Construction Workforce), (d) Chapter 3, Article IV, Divisions 4 (Small Local Business Enterprises) and (e) Chapter 3, Article IV, Divisions 5 (Prevailing Wage) (collectively, the “**City Code Requirements**”);

b. Section B of the Commission’s Certification of Costs and Reimbursement Policy, attached hereto as **Exhibit C** (For purposes of the Certification of Costs and Reimbursement Policy, City shall be deemed the “**Developer**” under such Policy); and

c. the City shall be paid up to \$4,441,184 of all Public Improvement Certified Costs (as defined in **Section 4**), from funds on deposit in the special allocation fund established in connection with the redevelopment projects described by the Plan (the “**Special Allocation Fund**”) or with proceeds from bonds that are secured, at least in part, with payments in lieu of taxes, which have not been declared surplus, and economic activity taxes generated within Redevelopment Project Areas and deposited into the Special Allocation Fund (collectively “**TIF Revenue**”).

4. **Certification of Redevelopment Costs.** The Commission may independently verify any request for payment or reimbursement of any costs related to Public Improvements, utilizing the services of employees of the Commission or other qualified individuals and such costs related to the Public Improvements, which have been certified by the Commission pursuant to its Certification of Costs and Reimbursement Policy shall be deemed “**Public Improvement Certified Costs**”, and such Soft Costs, which have been certified by the Commission pursuant to its Certification of Costs and Reimbursement Policy shall be deemed “**Certified Soft Costs**”, and subject to the terms and conditions of this Agreement, the Public Improvement Certified Costs and Certified Soft Costs shall be paid from funds deposit in the Special Allocation Fund or from proceeds of bonds secured, at least in part, with funds on deposit in the Special Allocation Fund. The City or its contractors shall provide such information as is reasonably necessary to facilitate such verification and shall require the same of all its designated contractors and subcontractors.

The Commission shall make a good faith effort to complete its verification of payment requests prior to the meeting at which a request is to be considered.

5. Bids Required. The City agrees to solicit bids from qualified contractors for the construction of each of the Public Improvements and select the lowest, responsive, responsible bidder for the construction of the Public Improvements, which shall include compliance with the City Code Requirements. The City, through the Director of the Public Works, shall communicate in writing to the Commission the amount of such bids and the name of the party selected by the City to construct each of the Public Improvements.

6. Control of Redevelopment Area. The City shall have complete and exclusive control over the construction of the Public Improvements, subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City, such as zoning ordinances. The Commission, its agents or employees seeking to access and inspect the Public Improvements and shall provide notice to the City of not less than two (2) business days prior to being provided with access to the Public Improvements so that the City can coordinate such entry with its project manager.

7. Compliance with Laws. At all times during the term of this Agreement, but subject to the City's rights to contest the same in any manner permitted by law, the City, at its sole cost and expense, shall comply in every respect with all applicable laws, ordinances, rules and regulations of all federal, state, county and municipal governments, agencies, bureaus or instrumentalities thereof now in force or which may be enacted hereafter which pertain to the implementation of the Public Improvements.

8. Payment of Prevailing Wages. The City shall cause its contractors and subcontractors involved in the construction of the Public Improvements (a) to pay prevailing wage rates as established under RSMo. §290-210 through §290-340, inclusive, and (b) to comply with Chapter 3, Article IV, Divisions 5 and the procedures set forth on Exhibit D, attached hereto, and the reporting procedures set forth on Exhibit D-1, attached hereto. Payment Bond. The City shall cause each of its contractors engaged to construct the Public Improvements (a) to furnish a payment bond, with good and sufficient sureties, which among other conditions, shall be conditioned for the payment of any and all materials, incorporated, consumed or used in connection with the construction of the Public Improvements and all insurance premiums, both for compensation and for all other kinds of insurance required by the construction contract, and for all labor performed in such work whether by subcontractor or otherwise, and (b) cause its contractors and subcontractors to indemnify, protect and defend the Commission and its officers, members, agents and employees against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatever kind or character (including consequential and punitive damages) occurring or allegedly occurring as a result of such contractor's or subcontractor's failure to comply with this Section. With respect to all Public Improvements, the payment bond shall remain in effect until the date the Public Improvement receives a Certificate of Completion and Compliance from the Commission.

9. Performance and Maintenance Bond. The City (a) shall cause each of its designated contractors engaged to implement the Public Improvements to furnish, or cause to be

furnished, a performance and maintenance bond in the full amount of each contract relating to each of the Public Improvements with good and sufficient sureties, and (b) cause its contractors and subcontractors to indemnify, protect and defend the Commission and its officers, members, agents and employees against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatever kind or character (including consequential and punitive damages) occurring or allegedly occurring as a result of such contractor's or subcontractor's failure to comply with this Section. With respect to all Public Improvements, the payment bond shall remain in effect until the date the Public Improvement receives a Certificate of Completion and Compliance from the Commission.

10. Certificate of Completion and Compliance. Within sixty (60) days of the completion of each of the Public Improvements, the City shall submit to the Commission a report certifying that the Public Improvements have been completed in accordance with **Exhibit A**, and that the City is in compliance with all provisions of this Agreement and that it has provided to the Commission, or its independent cost certifier, all documentation required by the Commission's Certification of Costs and Reimbursement Policy, attached hereto as **Exhibit C**. The City shall, as part of its report, (a) certify the total cost of completing the Public Improvements, and (b) include such supporting documentation necessary for the Commission, or its independent certifier, to substantiate all the eligible costs related to each of the Public Improvements, as the case may be, as described in the Plan and set forth on **Exhibit A-1**, incurred by the City and presented to the Commission for certification. The Commission shall forward the City's report and request for reimbursement to the Commission's cost certifier and the Commission shall exert reasonable best efforts to cause the cost certifier to render a recommendation to the Commission as to whether costs referenced therein should be certified. The Commission may conduct an investigation, and if the Commission determines that any of Public Improvements, as the case may be, has been completed in accordance with the provisions of the Plan and this Agreement, including, but not limited to, the following policies and procedures incorporated herein: the City Code Requirements and that all costs related to each of the Public Improvements, as the case may be, have been certified pursuant to the Commission's Certification of Costs and Reimbursement Policy, the Commission shall issue a Certificate of Completion and Compliance and certify such costs (the "**Certified Costs**"). If the Commission determines that the Public Improvements, or any phase or portion of the Public Improvements, has not been completed in accordance with the provisions of this Section, or that any costs related to any of the Public Improvements, as the case may be, have not been certified, pursuant to the Commission's Certification of Costs and Reimbursement Policy, then the Commission may, in its sole discretion, (x) not issue a Certificate of Completion and Compliance, (y) withhold reimbursement of costs related to any of the Public Improvements, as the case may be, and (z) specify in writing the reason or reasons for withholding its certification. Upon the request of the City, the Commission shall hold a hearing at which the City may present new and/or additional evidence.

a. The issuance of a Certificate of Completion and Compliance by the Commission shall be a conclusive determination of the satisfaction and termination of the covenants in this Agreement, with respect to the obligations of the City to complete the Public Improvements, within the dates for the beginning and completion thereof and in accordance with the criteria applicable thereto as herein set forth.

b. Each such Certificate of Completion and Compliance issued by the Commission shall contain a description of the real property affected thereby and shall be in such form as will enable such certificate to be accepted for recording in the Office of the Recorder of Deeds in the county in which such property is located.

11. Payment of Certified Costs.

a. Subject to the conditions and obligations of the City under this Agreement, including Section 3, and the availability of Available Funds, the Commission, subject to the terms of hereof, shall reimburse the City up to \$4,441,184 for all Public Improvement Certified Costs, as provided in this Section.

b. Requests for reimbursement shall be in writing and include adequate documentation as to the expenditure of funds and the quantity of work completed. Only requests for reimbursement presented to the Commission in a manner consistent with the Certification of Costs and Reimbursement Policy shall be considered by the Commission. If the Commission does not approve all or part of a requested progress payment, it shall, if requested to do so by the City, specify in writing the reason or reasons for withholding its approval. Upon request of the City, the Commission shall promptly hold a hearing at which the City may present new and/or additional evidence.

c. The Commission may independently verify any request for progress payments, utilizing the services of employees of the City or other qualified individuals. The City shall provide such information as is reasonably necessary to facilitate such verification and shall require the same of all its designated contractors and subcontractors. The Commission shall make a good faith effort to complete its verification of progress payment requests prior to the meeting at which a request is to be considered.

12. Assignment. The City agrees that this Agreement and the rights, duties and obligations hereunder may not and shall not be assigned by the City except upon terms and conditions agreeable to the Commission. In the event this Agreement is assigned in whole or part, the City shall not be relieved from any obligations set forth herein unless and until the Commission specifically agrees in writing to release the City.

13. MBE/WBE Ordinance. With respect to the design and construction of Public Improvements, the City, acting through its Civil Rights and Equal Opportunity Department, will comply with) Chapter 3, Article IV, Divisions 2 (the “MBE/WBE Ordinance”), as amended from time to time and incorporated herein by this reference, contractually require its contractors and subcontractors to comply with the terms and provisions of the MBE/WBE Ordinance, exert best efforts to enforce such provisions to the maximum extent permitted by law and further provide that the Commission shall be a third-party beneficiary with respect to the compliance and enforcement of such provisions. The MBE/WBE Ordinance (a) establishes affirmative action goals with respect to the aggregate amount of all costs incurred in connection with the implementation of the design and construction of the Public Improvements, (b) requires the City and its contractors to exert good faith efforts to meet such goals, (c) requires the City and its contractors to deliver a professional services utilization plan and a construction services utilization plan to the Civil Rights and Equal Opportunity Department of the City for its approval and

(d) requires the City and its contractors to exert good faith efforts, as determined by the Commission, to comply with such utilization plans during the implementation of the design and construction of the **Public Improvements**. The MBE/WBE Ordinance is intended to provide an equal opportunity for minority owned business enterprises, women-owned business enterprises, minorities and women to participate in the development of TIF-assisted redevelopment projects (“**Minority Participants**”). Prior to or simultaneously with the certification and reimbursement of any costs related to the design and construction of the Public Improvements incurred by the City in connection with the implementation of the design and construction of the **Public Improvements** the City shall report to the Commission the progress of the City’s utilization of Minority Participants in the design and construction of the Public Improvements and, within sixty (60) days of the completion of the design and construction of the Public Improvements, the City shall provide a final report, which shall describe the utilization of Minority Participants in connection with the implementation of the design and construction of the Public Improvements. The parties hereto and their successors and assigns expressly agree that the Minority Participants, who shall have demonstrated to the Commission’s satisfaction, financial harm or injury as a result of the City’s failure to comply with the MBE/WBE Ordinance, shall be third-party beneficiaries with respect to the enforcement and performance of this **Section 14**. The City will adhere to such reasonable rules, regulations, reporting procedures and forms which the Commission may from time to time promulgate for the purpose of facilitating uniform, orderly and efficient compliance with the MBE/WBE Ordinance and which do not alter the goals established by the Civil Rights and Equal Opportunity Department of the City and incorporated within utilization plans for professional services and construction services (“**Utilization Plans**”). Prior to any costs being incurred with respect to the design and construction of the Public Improvements, Utilization Plans for design and construction of the Public Improvements will be submitted to and approved by the Civil Rights and Equal Opportunity Department of the City.

14. **Work Force.** With respect to the implementation of the Public Improvements the City, as required by City Code of General Ordinances Chapter 3, Article IV, Division 3, Section 3-401 through 3-525, and acting through its Civil Rights and Equal Opportunity Department, shall comply with the Commission’s Workforce Policy, as amended from time to time and attached hereto as **Exhibit E** (the “**Workforce Policy**”) and incorporated herein by this reference, and cause its contractors and subcontractors to comply with the terms and provisions of the Workforce Policy, exert best efforts to enforce such provisions to the maximum extent permitted by law and further provide that the Commission shall be a third party beneficiary with respect to the compliance and enforcement of such provisions. The Workforce Policy supports and implements City Code of General Ordinances, Chapter 3, Article IV, Division 3, Sections 3-501 through 3-525 (the “**Workforce Ordinance**”) and creates a construction employment program (“**Construction Employment Program**”) that establishes goals for the employment of minority, women and resident workers for certain construction contractors engaged by the City, its departments and agencies, including the Commission.

15. **Breach; Compliance.**

a. If the City does not comply with provisions of this Agreement, within the time limits and in the manner for the completion of the Public Improvements, as herein stated, except for Excusable Delays, in that the City shall do, permit to be done, or fail or omit to do, or shall be about do, or fail or omit to have done, anything contrary to or

required of it by this Agreement or the Act, and if, within thirty (30) days after written notice of such default by the Commission to the City, and the City shall not have cured such default or commenced such cure or be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period, then the Commission may institute such proceedings as may be necessary in its opinion to cure the default, including, but not limited to, proceedings to compel specific performance by the City of its obligations and the Commission is granted the specific right to terminate this Agreement, the specific right to withhold or apply funds claimed by the City from the Special Allocation Fund to such extent as is necessary to protect the Commission from loss or to ensure that the **Public Improvements** are fully and successfully implemented in a timely fashion and the specific right to withhold issuance of a Certificate of Completion and Compliance.

b. If the Commission fails to comply with the provisions of this Agreement, and within thirty (30) days after written notice of such default by the City to the Commission, the Commission shall not have cured such default or commenced such cure or be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period, then the City may institute such proceedings in law or in equity to cure the default.

c. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by either party shall apply to obligations beyond those expressly waived.

d. Any delay by any party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this **Section 16** shall not operate as a waiver of such rights or limit them in any way. No waiver made by any party of any specific default by any other party shall be considered or treated as a waiver of the rights of any party with respect to any other defaults, or with respect to the particular default except to the extent specifically waived.

16. **Mediation.** **NOTWITHSTANDING ANYTHING HEREIN STATED IN THIS AGREEMENT TO THE CONTRARY, ANY UNRESOLVED DISPUTE WITH RESPECT TO THIS AGREEMENT SHALL BE SUBMITTED TO MEDIATION BY A SINGLE MEDIATOR.** The mediator shall be a person located in the Kansas City metropolitan area agreed to by the parties. If the parties cannot agree to a mediator, the selection shall be made by the Presiding Judge of the Circuit Court of Jackson County, Missouri, on the application of either party. All expenses and fees of the mediator and the mediation shall be assessed by the mediator as he or she finds equitable and just based on his or her findings with respect to the dispute; provided, however, that each party shall bear the expenses and fees of any attorneys, accountants, expert witnesses or others appearing or submitting any materials on such party's behalf.

17. **Modification.** The terms, conditions and provisions of this Agreement can be neither modified nor eliminated except by written agreement between the Commission and the City. Any such modification to this Agreement as approved shall include an attachment of this Agreement, as approved and executed, for reference.

18. Effective Date. This Agreement shall become effective on the date set forth herein, and shall remain in full force and effect until the completion of the Public Improvements called for in the Plan and this Agreement, and so long thereafter as (a) obligations remain outstanding under this Agreement, or (b) there are any remaining Public Improvement Certified Costs which have not been reimbursed to the City in accordance with this Agreement. At such time as all of the obligations and costs set forth in the preceding sentence have been satisfied and reimbursed, this Agreement shall terminate, provided that in any event, the obligations of the City and Commission arising under the terms and conditions of this Agreement, with respect to each of the Public Improvements, including, but not limited to, the reimbursement of the Public Improvement Certified Costs, and Certified Soft Costs, shall cease no later than twenty-three (23) years from the last approved Redevelopment Project within the Redevelopment Area (the “**Expiration Date**”); provided, however, City may continue to be reimbursed for its Public Improvement Certified Costs, and Certified Soft Costs there submitted prior to prior to the Expiration Date with TIF Revenue generated prior to the Expiration Date.

19. Excusable Delays. The parties understand and agree that the City shall not be deemed to be in default or breach of this Agreement because of delays or temporary inability to proceed due in whole or in part to causes beyond the reasonable control or without the material fault of the City or its contractors, including without limitation strikes, lockouts, the unavailability of necessary materials or labor, delays in the city inspection process and inclement weather (collectively “**Excusable Delays**”). The time of performance hereunder shall be extended for the period of any Excusable Delays caused or resulting from any of the foregoing causes, it being understood that the City is entitled to such extensions upon presentation of reasonable evidence and/or documentation of the periods of such Excusable Delays to the Commission.

20. Notice. All notices required by this Agreement shall be in writing and shall be served either personally or by certified mail, or by any other delivery service which obtains a receipt for delivery unless any such notice is required by law and such law provides a different form of delivery or service. Any such notice or demand served personally shall be delivered to the party being served (provided that such notice may be delivered to the receptionist or any other person apparently in charge of such party’s office at its address hereinafter set forth), and shall be deemed complete upon the day of actual delivery or attempted delivery, as shown by an affidavit of the person so delivering such notice. Any notice so served by certified mail shall be deposited in the United States Mail with postage thereon fully prepaid and addressed to the party or parties so to be served at its address hereinafter stated, and service of any such notice by certified mail shall be deemed complete on the date of actual delivery as shown by the certified mail receipt. Service of any such notice by another delivery service shall be deemed complete upon the date of delivery as shown on the receipt obtained by such delivery service.

Notices to the Commission shall be addressed to:

Executive Director
Tax Increment Financing Commission
300 Wyandotte, Suite 400
Kansas City, Missouri 64105

with a copy to: Bryan Cave Leighton Paisner LLP
3800 One Kansas City Place
1200 Main Street
Kansas City, Missouri 64105
Attn: Wesley O. Fields

Notices to City shall be addressed to: Department of Public Works of Kansas City, Missouri
20th Floor, City Hall
414 E. 12th Street
Kansas City, Missouri 64106
Attn: Director

with a copy to: Law Department
28th Floor, City Hall
414 E. 12th Street
Kansas City, Missouri 64106
Attn: City Attorney

Each party shall have the right to specify that notice be addressed to any other address by giving to the other party ten (10) days' written notice thereof.

21. Headings. The headings or captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the contract or any provisions hereof.

22. Validity and Severability. It is the intention of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of Missouri, and that the unenforceability (or modification to conform with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement, other than the City's obligation to implement or cause the implementation of the Public Improvements in accordance with **Section 1** of this Agreement, the Commission's obligation to reimburse the City for certain costs in accordance with **Section 3** of this Agreement and any other provision containing material benefits bargained for under the Agreement, the exclusion of which or deemed unenforceability of which would constitute a failure of consideration for a party to go forward with its obligations, shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

23. Time is of the Essence. Time and exact performance are of the essence of this Agreement.

24. Sole Agreement. This Agreement, including all exhibits, riders or addenda attached hereto, constitutes the sole agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties.

25. Technical Amendments. In the event that there are minor inaccuracies contained herein or any Exhibit attached hereto or any other agreement contemplated hereby, or the parties agree that changes are required due to unforeseen events or circumstances, or technical matters arising during the term of this Agreement, which changes do not alter the substance of this Agreement, the respective presiding officers of the Commission, and the officers of the City, are authorized to approve such changes, and are authorized to execute any required instruments, to make and incorporate such amendment or change to this Agreement or any Exhibit attached hereto or any other agreement contemplated hereby.

26. Representations and Warranties. City hereby represents and warrants to the Commission the following:

a. City has all requisite power and authority to enter into, execute and deliver this Agreement, and to consummate the transactions contemplated hereby and to perform the obligations hereunder.

b. This Agreement has been duly executed and delivered by City, assuming the due execution and delivery hereof by the Commission and other parties thereto, constitute a legal, valid and binding obligation, of City, enforceable against City in accordance with their respective terms and conditions.

27. Choice of Law. The interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Missouri. Venue for any cause of action arising out of or in connection with this Agreement shall be in Jackson County, Missouri.

28. Multiple Counterparts. This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which constitute but one and the same instrument, binding on all parties hereto, even though all the parties are not signatories to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which together contain the signatures of all parties hereto shall be deemed for all purposes a fully executed original.

29. Continued Cooperation of Parties. Each party agrees that, upon the request of the other, it will provide such other information, documents or instruments and/or undertake such further actions as may be reasonably requested in order to give full force and effect to the intent of the provisions, terms and covenants of this Agreement.

30. No Third-Party Beneficiary. This Agreement shall not confer any rights or remedies upon any person other than the City and the Commission and their respective successors and permitted assigns. Any Agreement that Commission enters into that references or incorporates this

Agreement shall include a provision acknowledging that no other person or entity has any right or remedy under this Agreement.

[The remainder of this page intentionally left blank. Signature pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed pursuant to due authority as of the date first above set forth.

**TAX INCREMENT FINANCING
COMMISSION OF KANSAS CITY,
MISSOURI**

ATTEST:

By: _____
Heather A. Brown, Secretary

By: _____
Alissia R. Canady, Chair

Approved as to form:

By: _____
Wesley O. Fields, Counsel to the Commission

CITY OF KANSAS CITY, MISSOURI

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Exhibit A

Construction of the Public Improvements – Scope of Services

- Repair, replace or new installation of sidewalks, brick pavers, curbs or curb extensions, ADA ramps, driveway approaches, parking lots, traffic calming measure to city approved standards and medians.
- The curb installation can be CG-1/CG-2.
- The curbs, ADA ramps (with 15ft on each side), driveway approaches with one sidewalk panel on each side shall be 4500 psi strength. The other sidewalk area can be 3500psi. If using a different mix can provide reduction in carbon emissions and sustainability that would be recommended. Carbon reduction calculations shall be provided to support the case.
- Plant trees and shrubs approved by the city and according to City standards.
- 2-inch mill and overlay.

Exhibit A-1

Public Improvement Certified Costs

| Item No. | Item Description: | Unit | Quantity | Unit Price | Extension |
|----------|---------------------------------|------|----------|--------------|------------------------|
| 1 | Various Curb Remove and Replace | LF | 5325 | \$ 75.00 | \$ 399,375.00 |
| 2 | 4" Sidewalk Remove and Replace | SF | 43700 | \$ 19.30 | \$ 843,410.00 |
| 3 | 8" Driveway Remove and Replace | SF | 4375 | \$ 22.00 | \$ 96,250.00 |
| 4 | 8" Sidewalk Remove and Replace | SF | 3000 | \$ 22.00 | \$ 66,000.00 |
| 5 | ADA Detectable Warning | SF | 250 | \$ 70.00 | \$ 17,500.00 |
| 6 | Curb Inlet Rebuild | EACH | 7.5 | \$ 4,500.00 | \$ 33,750.00 |
| 7 | Fire Hydrant Relocation | EA | 3.5 | \$ 17,500.00 | \$ 61,250.00 |
| 8 | Full Depth Pavement | SY | 243 | \$ 160.00 | \$ 38,844.44 |
| 9 | Median | LF | 125 | \$ 210.00 | \$ 26,250.00 |
| 10 | Parking Striping | EA | 103.5 | \$ 64.50 | \$ 6,675.75 |
| 11 | Planter Beds | SF | 6748 | \$ 40.50 | \$ 273,294.00 |
| 12 | Trees 2.5" Cal. Every | EA | 88.5 | \$ 2,000.00 | \$ 177,000.00 |
| 13 | Sod Repair | SY | 926.5 | \$ 17.90 | \$ 16,584.35 |
| 14 | Imported Topsoil - Planter Bed | CY | 767 | \$ 200.00 | \$ 153,400.00 |
| 15 | Imported Topsoil - Sod | CY | 162.5 | \$ 200.00 | \$ 32,500.00 |
| 16 | Paver Base | SF | 9010 | \$ 15.00 | \$ 135,150.00 |
| 17 | Pavers | SF | 9010 | \$ 35.00 | \$ 315,350.00 |
| 18 | Irrigation Zone | EA | 31.5 | \$ 2,200.00 | \$ 69,300.00 |
| 19 | Decorative Lighting | EA | 2 | \$ 12,500.00 | \$ 25,000.00 |
| 20 | Relocate Traffic Signal Button | EA | 12 | \$ 10,000.00 | \$ 120,000.00 |
| 21 | Bike Rake Allowance | EA | 6 | \$ 117.00 | \$ 702.00 |
| 22 | Lot Striping | SF | 13159 | \$ 2.00 | \$ 26,318.00 |
| 23 | Lot Asphalt | SY | 230 | \$ 250.00 | \$ 57,500.00 |
| 24 | Lot Sealing | SF | 11089 | \$ 2.25 | \$ 24,950.25 |
| 25 | Lot Lighting | EA | 1 | \$ 15,000.00 | \$ 15,000.00 |
| 26 | Traffic Control | LS | 1 | \$ 12,500.00 | \$ 12,500.00 |
| 27 | Mobilization | LS | 1 | \$ 15,000.00 | \$ 15,000.00 |
| | Construction Total | | | | \$ 3,058,853.79 |
| 28 | Design Professional | LS | 1 | | \$ 458,828.07 |
| 29 | Contingency | LS | 1 | | \$ 458,828.07 |
| | Total | | | | \$3,976,509.93 |

Note: These are estimated costs based on information at hand

Exhibit A-2

Development Schedule for Public Improvements

| EVENT | DATE |
|---------------------|------------|
| Construction Starts | 6/1/2025 |
| Construction Ends | 12/31/2026 |

Exhibit B

Soft Costs and Public Improvement Costs

- The inspection costs = \$200,000.00
- Project Management costs including public outreach = \$60,000.00

Exhibit C

Certification of Costs and Reimbursement Policy

Exhibit D

Payment of Prevailing Wages Policy

Exhibit D-1

Workforce Reporting Procedures

Pursuant to City Resolution No. 200554 (the “Workforce Resolution”), the Developer shall comply with the following reporting requirements:

(A) complete City’s Form 00490 entitled “Pre-contract Certification” that sets forth each contractor’s or subcontractor’s prevailing wage and tax compliance history for the two (2) years prior to any bids for work to be done in furtherance of the Agreement, retain such forms for one (1) year and make them available to the City within five (5) days after written request,

(B) keep and require each of its contractors and subcontractors engaged in the construction of the Public Improvements contemplated by the Agreement and described on Exhibit A, Exhibit B and Exhibit C and for which costs are anticipated to be reimbursed to keep full and accurate records on the City’s “Daily Labor Force Report” Form indicating the worker’s name, occupational title or classification group & skill and the workers’ hours and submit such reports to the City each day,

(C) submit and require each of its contractors and subcontractors engaged in the construction of the Public Improvements contemplated by the Agreement and described on Exhibit A, Exhibit B and Exhibit C and for which costs are anticipated to be reimbursed to submit electronically to submit in a format prescribed by the City, Certified Payroll Report Information indicating the worker’s name, address, social security number, occupation(s), craft(s) of every worker employed in connection with such Public Improvements with the number of hours worked by each worker and the actual wages paid in connection with such Searcy Creek Trail Improvements and other pertinent information as requested by the City,

(D) submit and require each of its contractors and subcontractors engaged in the construction of the Public Improvements contemplated by the Agreement and described on Exhibit A, Exhibit B and Exhibit C and for which costs are anticipated to be reimbursed to submit electronically, in format prescribed by the City, a Payroll Certification, which must be signed by the employee or agent who pays or supervises the payment of the workers employed by the contractor and each subcontractor (the Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to as the “Records”) and

(E) the Developer and its contractors and subcontractors shall agree that all Records shall be considered a public record and the Developer shall cause its contractors and subcontractors to provide the Records to the City in the format required by the City within three (3) working days of any request by the Commission at the Redeveloper’s cost (collectively, the “Workforce Monitoring Program Provisions”).

Exhibit E

Work Force Policy

**FOURTH AMENDMENT
TO THE
UNION HILL
TAX INCREMENT FINANCING PLAN**

KANSAS CITY, MISSOURI

TIF COMMISSION APPROVAL:

DATE: **RESOLUTION NO.**

CITY COUNCIL APPROVAL:

DATE: **ORDINANCE NO.**

**FOURTH AMENDMENT
TO THE
UNION HILL
TAX INCREMENT FINANCING PLAN**

I. Introduction

The Fourth Amendment (hereinafter the “Fourth Amendment”) to the Union Hill Tax Increment Financing Plan (hereinafter the “Plan”) shall amend the Plan, as approved by the City Council of Kansas City, Missouri by Ordinance No. 971698 (referred to herein as the “Plan”), and amended by Ordinance No. 081070 (referred to herein as the “First Amendment”), Ordinance No. 100772 (referred to herein as the “Second Amendment”), and Ordinance No. 1302393 (referred to herein as the “Third Amendment”).

The Fourth Amendment provides for (1) certain modifications to the description of the Redevelopment Area, (2) certain modifications to the Site Maps, (3) certain modifications to the description of Public Improvements, (4) certain modifications to the Redevelopment Schedule, (5) certain modifications to the Estimated Redevelopment Project Costs, (6) certain modifications to the Sources of Funds, (7) all PILOTs to be declared surplus and distributed to the impacted Taxing Districts located within the Redevelopment Area in accordance with the Act at such time as the Special Allocation Fund has accumulated, from the inception of the Plan, an aggregate amount of revenue equal to \$9,657,084 for the reimbursement of Reimbursable Project Costs and (8) the inclusion of all conforming changes within the Exhibits to the Plan that are in furtherance of the foregoing modifications.

I. Specific Plan Text Amendments

The Plan shall be amended as follows:

Amendment No. 1: Delete certain definitions of certain terms set forth in Section I of the Plan, entitled, “DEFINITIONS”, and replace them with the following:

- C. “Conservation Area” any improved area within the boundaries of a redevelopment area located within the territorial limits of a municipality in which fifty percent or more of the structures in the area have an age of thirty-five years or more. Such an area is not yet a blighted area but is detrimental to the public health, safety, or welfare and may become a blighted area because of any one or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning. A conservation area shall meet at

least three of the factors provided in this subdivision for projects approved on or after December 23, 1997.

- D. “Economic Activity Taxes” or “EATs,” fifty percent (50%) of the total additional revenue from taxes which are imposed by the City and other Taxing Districts, and which are generated by economic activities within each Redevelopment Project Area, over the amount of such taxes generated by economic activities within such Ordinance designating such Redevelopment Project Area in the calendar year prior to the adoption of the Redevelopment Project by Ordinance, while Tax Increment Financing remains in effect, but excluding personal property taxes, taxes imposed on sales or charges for sleeping rooms paid by transient guests of hotels and motels, taxes levied pursuant to Section 70.500 RSMo., taxes levied for the purpose of public transportation pursuant to Section 94.660 RSMo., taxes imposed on sales pursuant to subsection 2 of section 67.1712 for the purpose of operating and maintaining a metropolitan park and recreation district, licenses, fees or special assessments other than Payments In Lieu of taxes and penalties and interest thereon, any sales tax imposed by a county with a charter form of government and with more than six hundred thousand but fewer than seven hundred thousand inhabitants, for the purpose of sports stadium improvement or levied by such county under section 238.410 for the purpose of the county transit authority operating transportation facilities, taxes imposed on sales under and pursuant to section 67.700 or 650.399 for the purpose of emergency communication systems and such other taxes that may be excluded by State law from time to time, shall be allocated to, and paid by the local political subdivision collecting officer to the treasurer or other designated financial officer of the municipality, who shall deposit such funds in a separate segregated account within the special allocation fund; provided, however, if the voters in a Taxing District vote to approve an increase in such Taxing District’s sales tax or use tax, other than the renewal of an expiring sales or use tax, any additional revenues generated within an existing Redevelopment Project Area that are directly attributable to the newly voter-approved incremental increase in such taxing district’s levy rate shall not be considered “Economic Activity Taxes”, without the consent of such Taxing District. If a retail establishment relocates within one (1) year from one facility to another facility within the same county and the governing body of the municipality finds that the relocation is a direct beneficiary of tax increment financing, then for purposes of this definition the economic activity taxes generated by the retail establishment shall equal the total additional revenues from economic activity taxes which are imposed by a municipality or other taxing district over the amount of economic activity taxes generated by the retail establishment in the calendar year prior to its relocation to such redevelopment project area.
- G. “Payment in Lieu of Taxes,” those estimated revenues from real property taxes generated within the Redevelopment Project Area which are to be used to reimburse the Redevelopment Project Costs identified by the Plan, which Taxing Districts would have received had the City not adopted tax increment allocation financing, and which result from levies made after the time of the adoption of tax increment

allocation financing within the Redevelopment Project Area that is approved by Ordinance (but excluding the blind pension fund tax levied under the authority of Article III, Section 38(b) of the Missouri Constitution and the merchant's and manufacturer's inventory replacement tax levied under the authority of subsection 2 of Section 6 of the Missouri Constitution) and during the time the current equalized value of real property in the Redevelopment Project Area exceeds the Total Initial Equalized Assessed Value of real property in the Redevelopment Project Area, until the designation is terminated pursuant to the Act, provided however, if the voters in a Taxing District vote to approve an increase in such Taxing District's levy rate for ad valorem tax on real property, any additional revenues generated within the Redevelopment Project Area that are directly attributable to the newly voter-approved incremental increase in such Taxing District's levy rate shall not be considered Payments in Lieu of Taxes without the consent of such Taxing District. Revenues will be considered directly attributable to the newly voter-approved incremental increase to the extent that they are generated from the difference between the taxing district's actual levy rate currently imposed and the maximum voter-approved levy rate at the time that the Redevelopment Project was adopted.

- H. "Redevelopment Agreement," the agreement between the Commission and Redeveloper for the implementation of the Redevelopment Plan or the Project Improvements and Public Improvements or a portion thereof.
- J. "Redevelopment Area," an area designated by Ordinance of the City, in respect to which the City has made a finding that there exist conditions which cause the area to be classified as a conservation area and which area includes only those parcels of real property directly and substantially benefitted by the proposed Redevelopment Projects and which is legally described on **Exhibit 1A** and depicted on **Exhibit 2A**.

Amendment No. 2: Insert the following definitions in Section I of the Plan, entitled, "**DEFINITIONS**":

- T. "Public Improvements," the construction or reconstruction of public infrastructure improvements, including, but not limited to streetscape improvements, sidewalks, and any other required or desired infrastructure, that support and enhance the Project Improvements, as described by **Section III.F**.
- U. "Redeveloper," Union Hill Development Company, the City of Kansas City, Missouri, or such other business organization or other entity designated by the Commission, pursuant to a resolution, and to which the Commission enters a Redevelopment Agreement to implement the Redevelopment Plan or the Project Improvements and Public Improvements or a portion thereof.
- V. "Reimbursable Project Costs," Redevelopment Project Costs in an amount not to exceed \$10,970,576, as identified on **Exhibit 6**.

Amendment No. 3: Delete **Section III.A** of the Plan, entitled, “The Plan”, and replace it with the following:

A. TIF Plan. The Redevelopment Plan proposes to create a strong, stable, urban neighborhood by undertaking a comprehensive approach to residential and commercial redevelopment. The Plan provides for the redevelopment of portions of the Redevelopment Area, including construction of a 106 room motel on the southeast corner of East 30th and Main Streets, acquisition and removal of spot-zoned, dilapidated and obsolete apartment buildings and making available those sites for construction of single family detached homes, rehabilitation of existing single family homes, construction of market rate and affordable multi-family communities, creation of a Neighborhood Infrastructure Improvement Fund to make available loans and/or grants for existing owner-occupied homes and commercial property owners, together with all necessary utilities and street improvements, the construction or reconstruction of public infrastructure improvements, including, but not limited to streetscape improvements, sidewalks, and any other required or desired infrastructure, that support and enhance the Project Improvements

Amendment No.4: Delete **Section III.B** of the Plan, entitled, “Redevelopment Area”, and replace it with the following:

B. Redevelopment Area. The Redevelopment Area includes an irregularly shaped area generally bound by Union Cemetery on the north, Main Street on the west, E. 31st Street on the south and Forest Street on the east (the "Redevelopment Area") in Kansas City, Jackson County, Missouri (the "City") as described in Exhibit IA.

Amendment No. 5: Delete Section III.E of the Plan, entitled, “Estimated Date of Completion”, and replace it with the following:

E. Estimated Date of Completion. As set forth in the Redevelopment Schedule attached as **Exhibit 5**, construction of all the Project Improvements are expected to be completed by the year 2013 and construction of the Public Improvements are estimated to be completed by December 2026. The completion of all redevelopment projects and retirement of Obligations incurred to finance Redevelopment Project Costs will occur no later than twenty-three (23) years from the adoption of each ordinance approving a Redevelopment Project, provided that no ordinance approving a Redevelopment Project shall be adopted later than ten (10) years from the adoption of the ordinance approving this Redevelopment Plan.

Amendment No. 6: Amend **Section III** of the Plan by incorporating a new **Section III.F**, entitled, “Public Improvements”, as follows:

F. Public Improvements. The Public Improvements shall consist of the construction or reconstruction of public infrastructure improvements, including, but not limited to streetscape improvements, sidewalks, and any other required or desired infrastructure, that support and enhance the Project Improvements.

Amendment No. 7: Delete the first sentence of the first paragraph of **Section IV.A.**, entitled, “Estimated Redevelopment Project Costs” and replace it with the following:

Redevelopment Project Costs are estimated to be \$98,789,244 of which \$10,970,567 shall constitute Reimbursable Project Costs, as set forth on **Exhibit 6**, attached hereto.

Amendment No. 8: Delete the second paragraph of **Section IV.A.**, entitled, “Payments in Lieu of Taxes” and replace it with the following:

Ninety percent (90%) of the PILOTS generated and collected will be used to pay eligible Reimbursable Project Costs and the remaining ten percent (10%) shall be declared surplus by the City Council of the City and thereafter distributed to the impacted Taxing Districts located within the Redevelopment Area; provided, however, at such time as Special Allocation has accumulated revenue equal to \$9,657,084 for the reimbursement of Reimbursable Project Costs, all PILOTS generated and collected thereafter shall be declared surplus by the City Council of the City and distributed to the impacted Taxing Districts located within the Redevelopment Area in accordance with the Act.

Amendment No. 9: Delete **Exhibit 1A**, entitled “Legal Description of the Redevelopment Area”, and replace with **Exhibit 1A**, entitled, “Legal Description of the Redevelopment Area” attached hereto.

Amendment No. 10: Delete **Exhibit 2**, entitled “Site Plan”, and replace with **Exhibit 2**, entitled “Site Plan,” attached hereto.

Amendment No. 11: Incorporate **Exhibit 4C**, attached hereto and entitled “Construction Totals for Streetscape Improvements”.

Amendment No. 12: Delete **Exhibit 5**, entitled “Redevelopment Schedule”, and replace with **Exhibit 5**, entitled “Redevelopment Schedule,” attached hereto.

Amendment No. 13: Delete **Exhibit 6**, entitled “Estimated Redevelopment Project Costs”, and replace with **Exhibit 6**, entitled “Estimated Redevelopment Project Costs,” attached hereto.

Amendment No. 14: Delete **Exhibit 7**, entitled “Sources of Funds”, and replace with **Exhibit 7**, entitled “Sources of Funds,” attached hereto.

Amendment No. 15: Incorporate **Exhibit 9A**, attached hereto and entitled “Evidence of “But For” – Streetscape Improvements”.

Amendment No. 16: Incorporate Exhibit **12A**, attached hereto and entitled “Supplement to Conservation Study”.

Exhibit 1A
Legal Description of the Redevelopment Area

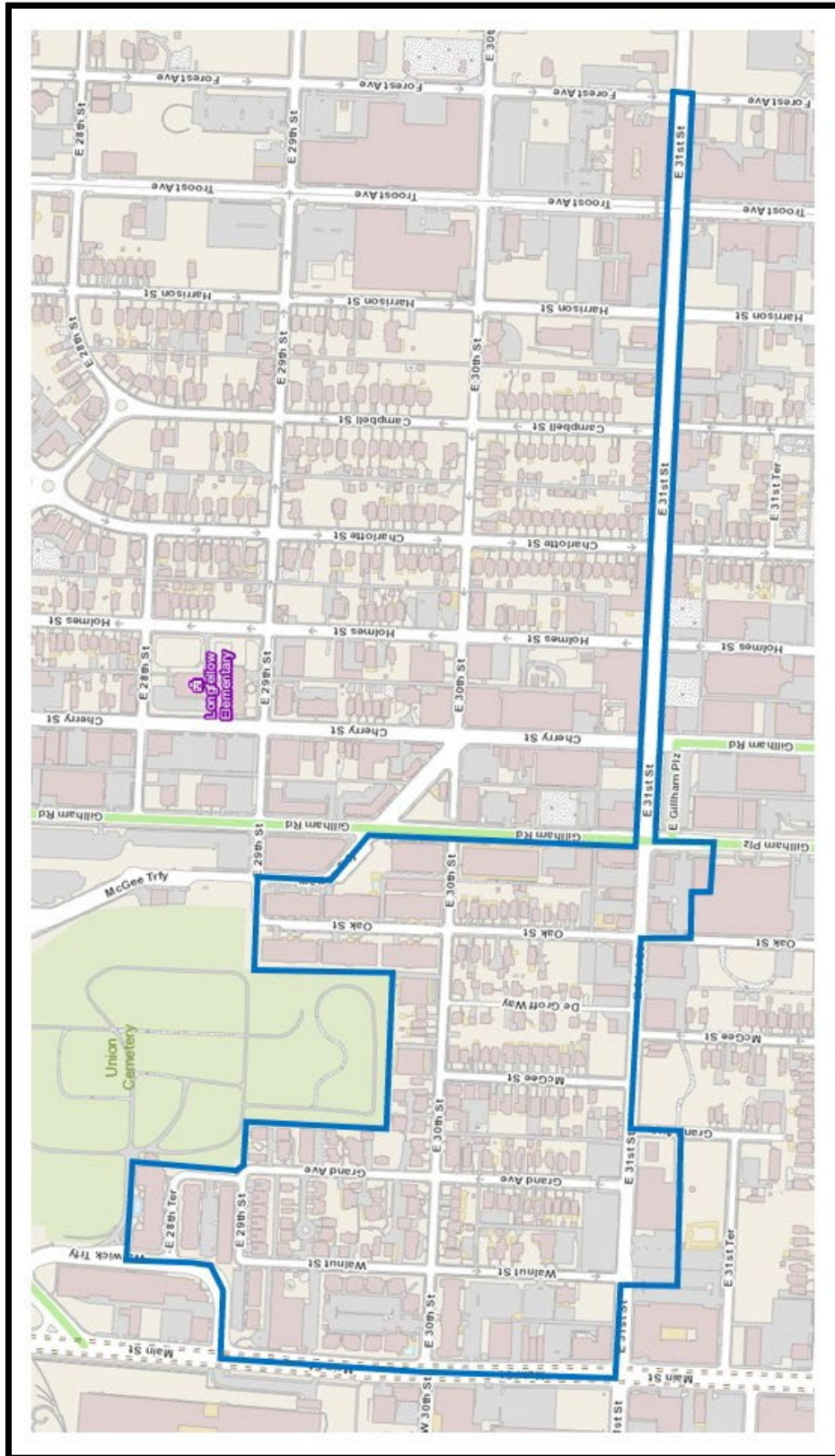
7. LEGAL DESCRIPTION OF THE REDEVELOPMENT AREA

Commencing at the intersection of the center line of Main Street as it now exists and the center line of Warwick Trafficway as it now exists; thence South along the center line of Main Street to the intersection with the center line of East 31st Street as it now exists; thence east along the center line of East 31st Street to the intersection with the westerly prolongation of the west lot line of Lot 20, ZAHL'S ADDITION, thence south along said westerly prolongation of and the west lot line of Lot 20, ZAHL'S ADDITION to the centerline of the east-west alley lying south and adjacent to Lot 20, ZAHL'S ADDITION, thence east along the center line of said east-west alley to the intersection with the center line of Grand Avenue, thence north along the center line of Grand Avenue to the intersection with the center line of East 31st Street as it now exists, thence east along the center line of East 31st Street to the intersection with the center line of Oak Street; thence South along the center line of Oak Street to the center line of the vacated east-west alley lying South and adjacent to Lot 4, SPRINGFIELD PARK ADDITION; thence East along the center line of said east-west alley to the center line of the vacated north-south alley lying west and adjacent to Lot 2, R & D, REALTY ADDITION, thence south along the center line of said north-south alley to the intersection with the westerly prolongation of the south lot line of Lot 2, R & D, REALTY ADDITION; thence east along said easterly prolongation of and the south lot line of Lot 2, R & D, REALTY ADDITION to the center line of Gillham Plaza as it now exists; thence north along the center line of Gillham Plaza to the center line of McGee Street Trafficway as it now exists; thence northwesterly along the center line of McGee Street Trafficway to the center line of East 29th Street as it now exists; thence west along the center line of East 29th Street to the southern line of Union Cemetery as it now exists; thence west along the southern line of Union Cemetery to the eastern line of Union Cemetery as it now exists, said point being on a north-south line adjacent to and parallel to the western lot line of Tract A, FOUNDERS AT UNION HILL – FIRST PLAT, thence south along said eastern line of Union Cemetery to the southern line of Union Cemetery; thence west along the southern line of Union Cemetery to the western line of Union Cemetery, said point being on the east line of Tract D, UNION HILL 4TH PLAT; thence north along the western line of Union Cemetery to the southern line of Union Cemetery, said point being on the north section line of the Southeast Quarter of the Northwest Quarter of Section 17, Township 49, Range 33; thence west along the southern line of Union Cemetery to the east right-of-way line of Grand Avenue and the western line of Union Cemetery to the north line of Tract 2, LAFAYETTE SQUARE; thence west along the north line of Tract 2, LAFAYETTE SQUARE to the center line of Warwick Trafficway; thence southerly and westerly along the center line of Warwick Trafficway to the Point of Beginning, all included in and a part of the City of Kansas City, Jackson County, Missouri.

AND

Commencing at the intersection of the center line of Gillham Road and the north right of way of East 31st Street; thence east along the north right-of-way line of East 31st Street to the to the eastern right-of-way line of Forest Avenue; then south to the south right-of-way line of East 31st Street; then west along the south right-of-way line of East 31st Street to the center line of Gillham Plaza; then north along the center lines of Gillham Plaza and Gillham Road to the Point of Beginning, all now included in and a part of the City of Kansas City, Jackson County, Missouri.

Exhibit 2 Site Plan



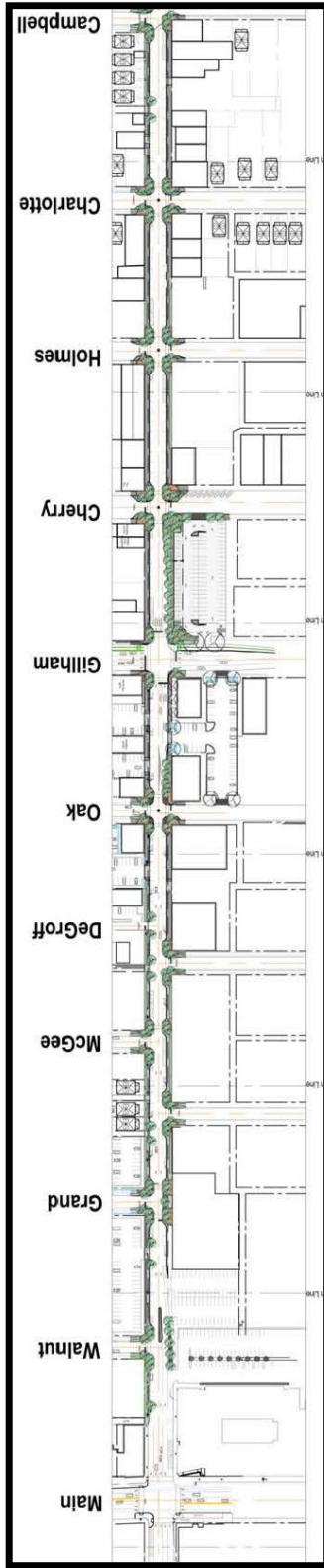


Exhibit 4C
Construction Totals for Streetscape Improvements

| | |
|---|-----------|
| Estimated Number of Construction Workers during construction | 25 |
|---|-----------|

Exhibit 5
Redevelopment Schedule

Public Infrastructure: Sidewalks – Main to Campbell

| Event | Date |
|-------------------------|---------------|
| Construction Completion | December 2026 |

The City shall substantially complete construction of the Public Improvements within three years of the date of the approval of this amendment in accordance with Code § 74-12.

Exhibit 6
Estimated Redevelopment Project Costs

EXHIBIT V - REDEVELOPMENT PROJECT COSTS - 3RD AMENDMENT

| | Estimated Project Costs | TIF Reimbursable Project Costs | Developer Equity or Private Financing |
|--|-------------------------|--------------------------------|---------------------------------------|
| ESTIMATED REDEVELOPMENT COSTS | | | |
| A. COMMISSION EXPENSES | | | |
| 1. Estimated Reimbursable Costs for Plan Implementation | | | |
| (a) Legal | 75,000 | 75,000 | - |
| (b) Agenda | 2,000 | 2,000 | - |
| (c) Staff Time | 35,000 | 35,000 | - |
| (d) Miscellaneous | 15,000 | 15,000 | - |
| 2. Final Development Plan Approval Fees (\$0.05/s.f. - \$50/dwelling unit) | | | |
| Total S.F. | 50,000 | \$ 0.50 | Per SF |
| Total Units | 300 | \$ 50.00 | Per Unit |
| 3. Plan and Project Administration and Developer/Consultant/TIF Commission Expenses (including expenses for affirmative action administration) (1) | 300,000 | 300,000 | - |
| 4. Plan and Project preparation expenses incurred by Developer (2) | 231,345 | 231,345 | - |
| 5. Plan Amendment preparation expenses incurred by Developer | 125,000 | 125,000 | - |
| 6. Cost of Bond Issuance | 125,000 | 125,000 | - |
| TOTAL COMMISSION EXPENSES | 948,345 | 948,345 | - |
| B. NEIGHBORHOOD IMPROVEMENT PROJECTS | | | |
| 1. Acquisition & Blight Removal (5) | 5,826,423 | 5,826,423 | - |
| Administrative Costs (3) | 87,316 | 87,316 | - |
| 2. Infrastructure Improvements | 2,250,000 | 2,250,000 | - |
| Sidewalk/Streetscape: Main to Campbell | - | - | - |
| 3. Residential Loan/Grant Program | 300,000 | 300,000 | - |
| 4. Commercial Loan/Grant Program | 245,000 | 245,000 | - |
| 5. Community Center | - | - | - |
| TOTAL NEIGHBORHOOD PROJECTS | 8,708,739 | 8,708,739 | - |
| C. REDEVELOPMENT COSTS | | | |
| 1. Land Acquisition (including title work) | 6,748,969 | - | 6,748,969 |
| 2. Non-Profit | 15,800,000 | - | 15,800,000 |
| 3. Retail/Restaurant Construction/Rehabilitation | 7,565,109 | - | 7,565,109 |
| 4. Residential Construction | 50,537,599 | - | 50,537,599 |
| 5. Industrial (4) | - | - | - |
| 6. Hotel | 6,000,000 | - | 6,000,000 |
| TOTAL REDEVELOPMENT COSTS | 86,651,677 | - | 86,651,677 |
| TOTAL EXPENSE AND COSTS | 96,308,761 | 9,657,084 | 86,651,677 |

ESTIMATED REDEVELOPMENT PROJECT COSTS - 4TH AMENDMENT

| | Estimated Project Costs | TIF Reimbursable Project Costs | Other City Funds (City's Surplus PILOTS) | Developer Equity or Private Financing |
|--|-------------------------|--------------------------------|--|---------------------------------------|
| ESTIMATED REDEVELOPMENT COSTS | | | | |
| A. COMMISSION EXPENSES | | | | |
| 1. Estimated Reimbursable Costs for Plan Implementation/Cost of Bond Issuance | 129,787 | 129,787 | - | - |
| 2. Plan and Project Administration and Developer/Consultant/TIF Commission Expenses (including expenses for affirmative action administration) (1) | 219,140 | 219,140 | - | - |
| 3. Plan and Project preparation expenses incurred by Developer (2) | 231,345 | 231,345 | - | - |
| 4. Plan Amendment preparation expenses incurred by Developer | 111,731 | 111,731 | - | - |
| TOTAL COMMISSION EXPENSES | 692,003 | 692,003 | - | - |
| B. NEIGHBORHOOD IMPROVEMENT PROJECTS | | | | |
| 1. Acquisition & Blight Removal (5) | 5,231,944 | 5,231,944 | - | - |
| Administrative Costs (3) | 241,321 | 241,321 | - | - |
| 2. Infrastructure Improvements | 50,742 | 50,742 | - | - |
| Sidewalk/Streetscape: Main to Campbell | 5,608,184 | 4,441,184 | 1,167,000 | - |
| 3. Residential Loan/Grant Program | 68,373 | 68,373 | - | - |
| 4. Commercial Loan/Grant Program | 245,000 | 245,000 | - | - |
| 5. Community Center | - | - | - | - |
| TOTAL NEIGHBORHOOD PROJECTS | 11,445,564 | 10,278,564 | 1,167,000 | - |
| C. REDEVELOPMENT COSTS | | | | |
| 1. Land Acquisition (including title work) | 6,748,969 | - | - | 6,748,969 |
| 2. Non-Profit | 15,800,000 | - | - | 15,800,000 |
| 3. Retail/Restaurant Construction/Rehabilitation | 7,565,109 | - | - | 7,565,109 |
| 4. Residential Construction | 50,537,599 | - | - | 50,537,599 |
| 5. Industrial (4) | - | - | - | - |
| 6. Hotel | 6,000,000 | - | - | 6,000,000 |
| TOTAL REDEVELOPMENT COSTS | 86,651,677 | - | - | 86,651,677 |
| TOTAL EXPENSE AND COSTS | 98,789,244 | 10,970,567 | 1,167,000 | 86,651,677 |

- (1) Refers to costs incurred by the Commission and its staff for purposes of plan administration and direct expenses.
- (2) The amount requested as initial certifiable expenses is not to exceed \$231,345.
- (3) TIF will not reimburse developer administrative costs in excess of 5% of the Neighborhood Improvement Projects unless prior approval is granted by the TIF Commission.
- (4) Estimates for Sub-Developer Projects are not included.
* Developer requests that all statutory PILOTS and EATS be committed and used to retire TIF reimbursable project costs.

All project budgets and reimbursable will be approved by the TIF Commission on an individual project basis.

(5) Acquisition & Blight Removal - Specifics:

| | | |
|--|------------------|---|
| Acquisition | 4,212,043 | |
| Carry (Insurance & Taxes) | 400,000 | |
| Demolition - - - | - | doc.#126330 |
| Loan Fees - - - | - | |
| Interest Carry | 800,000 | |
| Property Management Expense to Maintain & Prepare for Demolition | 164,000 | |
| Maintenance Expenses | 40,000 | |
| Environmental Remediation - - - | - | Acquisition and Blight Removal shall include all costs associated with the acquisition, carry, and demolition. Such costs shall include, but are not limited to, loan fees, interest, financial advisor |
| Grading - - - | - | |
| Landscaping - - - | - | |
| Legal Expense | 25,000 | |
| Contingency | 272,696 | |
| TOTAL | 5,913,739 | |

Exhibit 7

Sources of Funds

| SOURCES | | |
|--|--|---------------------|
| Estimated amount of PILOTS and EATS to reimburse Redevelopment Project Costs | | \$10,970,567 |
| Estimated Developer Debt and Equity and Other Sources to fund Redevelopment Project Costs | | \$86,651,677 |
| Other City Funds (City's Surplus PILOTS) | | \$1,167,000 |
| | | |
| TOTAL | | \$98,789,244 |

Exhibit 9

Evidence of “But For” – Streetscape Improvements

b. Appropriation: An itemized statement of appropriations, which is based, in part, on requests for appropriation from the head of each department under the City Manager, for the ensuing year, with a comparative statement of estimated expenditures for the current fiscal year and actual expenditures for the two fiscal years next preceding the current fiscal year.

c. Additional information: Such other information as may be required by the Mayor and the City Council of the City (the “Council”).

7. The Mayor shall transmit to the City Council the Annual Budget prepared by the City Manager, with any comments from the Mayor.

8. Upon receipt of the Annual Budget, the Council shall review the Annual Budget to determine the need for the expenditures requested and the adequacy, reliability and propriety of estimated revenues.

9. The Council shall, by ordinance, adopt the Annual Budget, which shall itemize the purposes of expenditure by departments, activities, functions, and character classes in not less detail than personal services, contractual services, commodities and capital outlays, and as adopted shall constitute an appropriation for the purposes stated of the sums therein set forth as appropriation and authorization of the amount to be raised by taxation for the purposes of the City, provided that the total amount appropriated shall not in any event exceed the total revenues estimated to be realized in cash during such year, plus any unencumbered balance from previous years.

10. The Council has not adopted an Annual Budget which contemplates, and no department director of the City has requested or indicated any intent to request an appropriation for the sufficient financing of the public improvements, as described in and contemplated by the Fourth Amendment, that would ameliorate the Blighting Conditions identified by the Conservation Study.

11. The undersigned acknowledges and agrees that this Affidavit is being materially relied upon by the Tax Increment Financing Commission of Kansas City, Missouri (the “Commission”) and the City Council of the City, in connection with its consideration of the Fourth Amendment. This affidavit is being provided to assist the Commission and City in making a finding that the Redevelopment Area described by the Plan, as amended by the Fourth Amendment, on the whole, is a “Conservation Area”, has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of tax increment financing.

The information, statements and averments in this affidavit are, to the best of my knowledge and belief, true, accurate and complete in all material respects.

CITY OF KANSAS CITY, MISSOURI

(SEAL)

ATTEST:

By: _____
Brian Platt, City Manager

By: _____
City Clerk

Approved as to form:

By: _____
Assistant City Attorney

S-1

Exhibit 12A

Supplement to Conservation Study

Supplement to Exhibit 12 Conservation Study

The City Council found the Union Hill Redevelopment Area (“Redevelopment Area”) to be a conservation area in the original Union Hill Tax Increment Financing Plan in 1997 and previously found the area to be blighted in 1980 under the Union Hill 353 Redevelopment Plan.

Section 99.805.3, RSMo, defines a conservation area as:

any improved area within the boundaries of a redevelopment area located within the territorial limits of a municipality in which fifty percent or more of the structures in the area have an age of thirty-five years or more. Such an area is not yet a blighted area but is detrimental to the public health, safety, or welfare and may become a blighted area because of any one or more of the following factors: dilapidation; obsolescence; deterioration; illegal use of individual structures; presence of structures below minimum code standards; abandonment; excessive vacancies; overcrowding of structures and community facilities; lack of ventilation, light or sanitary facilities; inadequate utilities; excessive land coverage; deleterious land use or layout; depreciation of physical maintenance; and lack of community planning. A conservation area shall meet at least three of the factors provided in this subdivision for projects approved on or after December 23, 1997. For all redevelopment plans and projects approved on or after January 1, 2022, in retail areas, a conservation area shall meet the dilapidation factor as one of the three factors required under this subdivision;

The Fourth Amendment to the Union Hill Tax Increment Financing Plan expands the Redevelopment Area to include property necessary for the construction of public improvements to the existing 31st Street from Forest Avenue to Main Street. There are no structures within the expanded area, only public infrastructure improvements, such as curbs, sidewalks, pavement, streetlighting, and traffic control devices. Therefore, the addition of new area for public improvements, as provided by the Fourth Amendment, does not impact the City Council’s previous finding that (1) fifty percent of the structures in the area have an age of thirty-five years or more and (2) the Redevelopment Area, on the whole, is detrimental to the public health, safety, or welfare and may become a blighted area because of obsolescence; deterioration and the presence of structures below minimum code standards.

Furthermore, even if the public infrastructure included in the redevelopment area is deemed to be a “structure” within the meaning of Section 99.805.3, at least 50% of the infrastructure was constructed 35 years ago or more.



Union Hill TIF Plan 4th Amendment

December 10, 2024

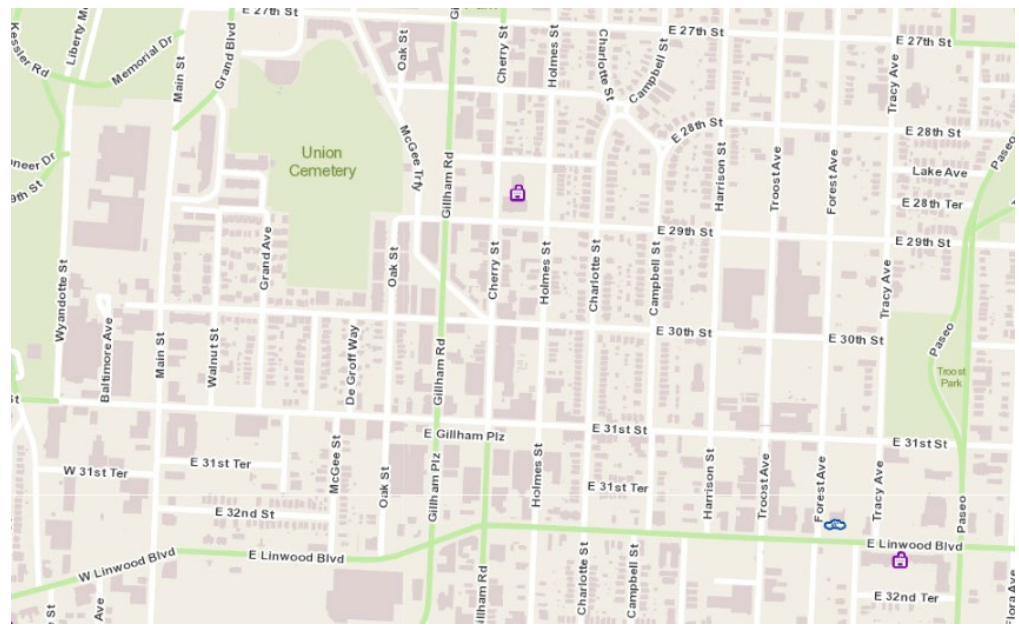
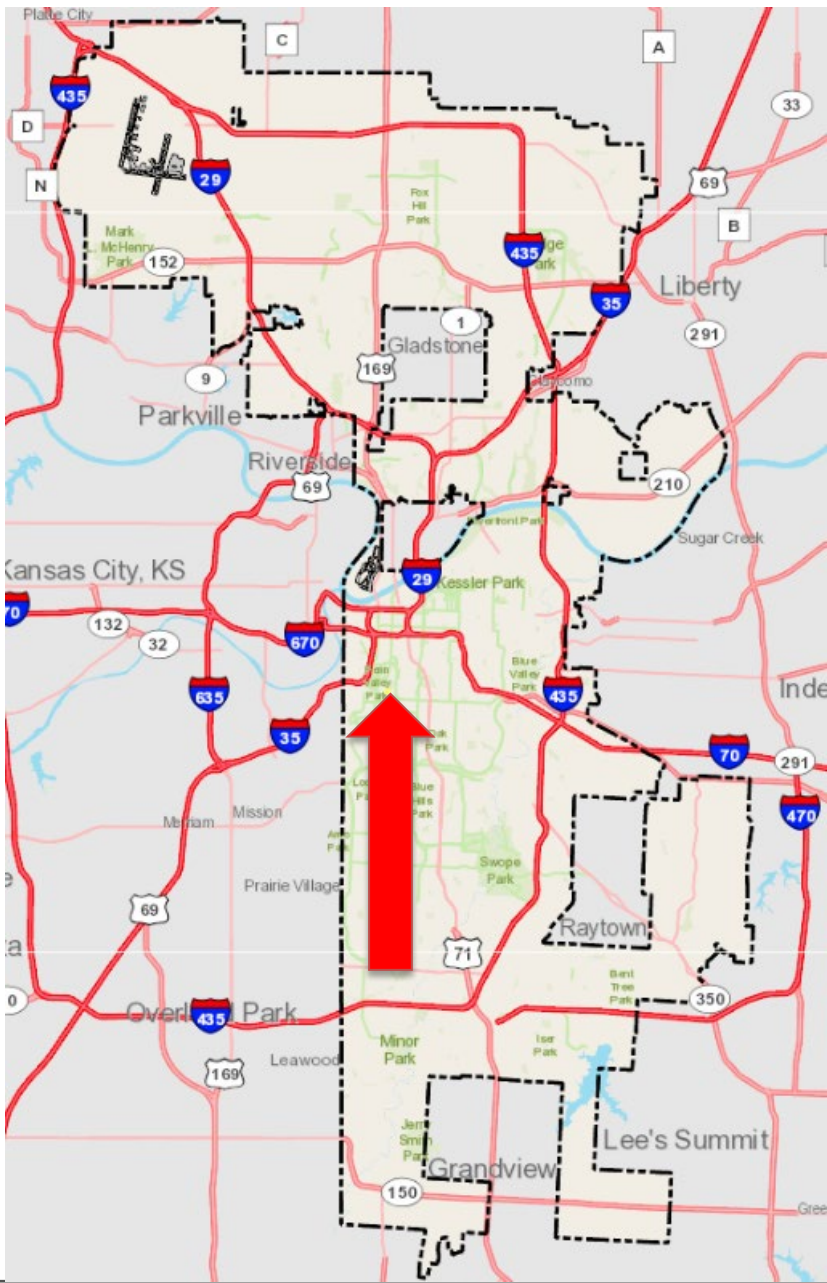


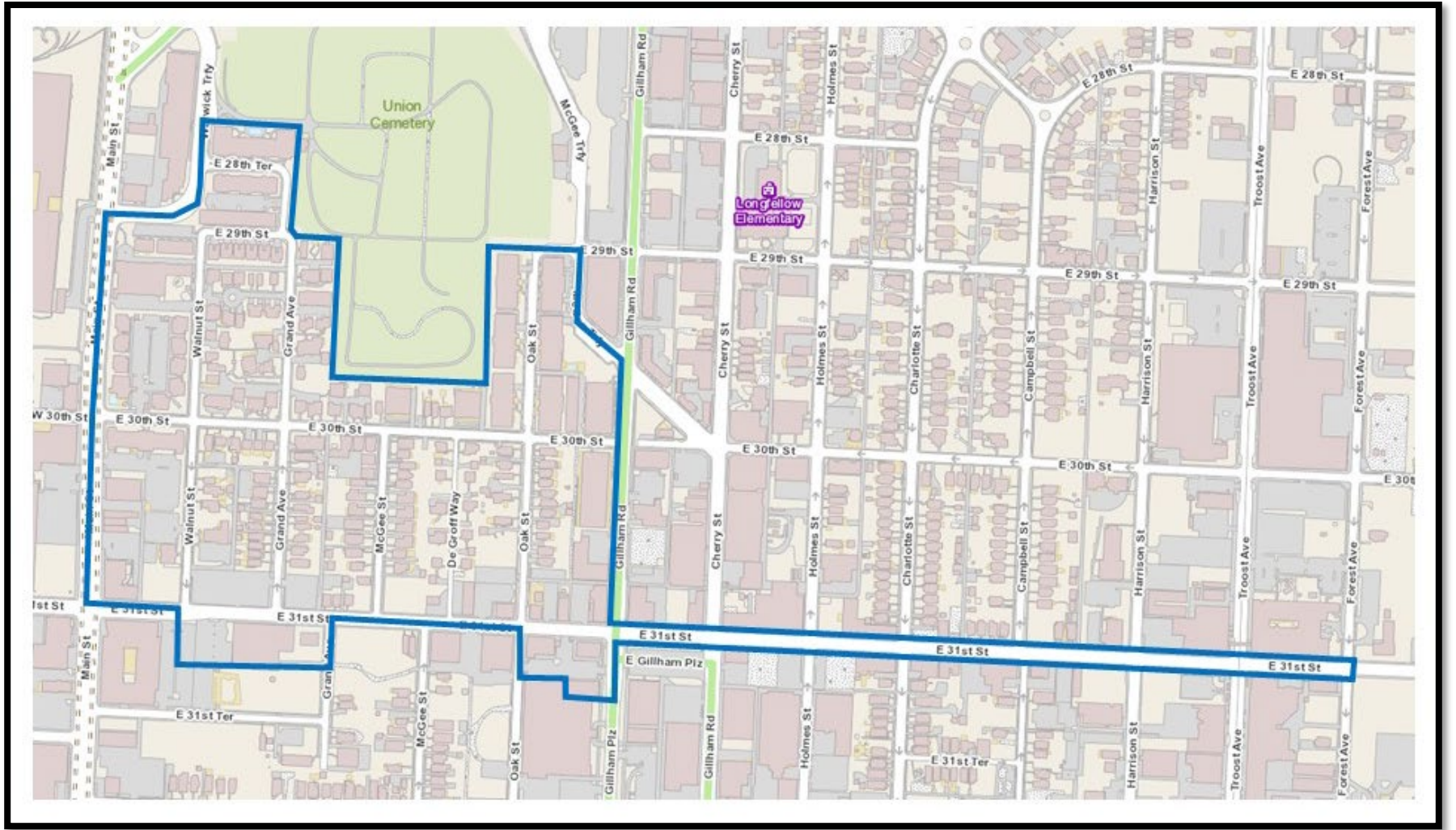
ECONOMIC DEVELOPMENT CORPORATION

Union Hill TIF Plan Overview

The Plan was approved in 1997 and has been amended 3 times.

The original plan contemplated demolition of residential properties, rehabilitation of residential properties, construction of new single family and multifamily housing, repair and construct public improvements, repair land into suitable parcels for redevelopment, among other specific objectives.





Contemplation of the 4th Amendment

The 4th Amendment provides for the following modifications:

- Amending Exhibit 1A – Legal Description of Redevelopment Area
 - Adding 31st Street ROW to Plan from Gillham Road to Forest Ave.
- Amending Exhibit 2 – Site Plan
- Amending Exhibit 4C – Construction Totals for Streetscape Improvements
- Exhibit 5 – Redevelopment Schedule for Public Infrastructure – “Sidewalks - Main to Campbell”
- Exhibit 6 – Estimated Redevelopment Project Costs
- Exhibit 7 – Sources of Funds
- Exhibit 9 – Evidence of “But For” – Streetscape Improvements
- Exhibit 12A – Supplement to Conservation Study

Contemplation of the 4th Amendment

- Union Hill Private Developer (Union Hill Development Company) has completed improvements to their satisfaction. Developer is not considering any further improvements.
- The City of Kansas City is contemplating allocating available, unused Reimbursable Project Costs to construct streetscape improvements along 31st Street. The Special Allocation Fund (SAF) has collected and has available:

| | Union Hill SAF Balance 4/30/24 |
|--------------|-----------------------------------|
| KCMO EATs | \$ 1,250,000 |
| Visit KC | 300,000 |
| Jackson EATs | 37,000 |
| Zoo EATs | 12,000 |
| PILOTs | 6,151,000 |
| | <u>\$ 7,750,000</u> |

Contemplation of the 4th Amendment

- The TIF Plan will surplus \$3,468,000 of PILOTS currently in SAF

| | Net PILOTS |
|---------------------------------|---------------------|
| Kansas City Levy | \$ 560,000 |
| School District Levy | 1,859,000 |
| Blind Pension | 11,000 |
| County General | 192,000 |
| Developmental Disabilities DDRB | 27,000 |
| Mental Health | 36,000 |
| Library | 178,000 |
| Metropolitan Jr. College | 67,000 |
| Sur Tax | 538,000 |
| | <u>\$ 3,468,000</u> |

- The TIF Plan will surplus All Future PILOTS (through CY30)

| | Future PILOTS (CY 2024-2030) |
|---------------------------------|---------------------------------|
| Kansas City Levy | \$ 607,000 |
| School District Levy | 2,015,000 |
| Blind Pension | 12,000 |
| County General | 208,000 |
| Developmental Disabilities DDRB | 29,000 |
| Mental Health | 39,000 |
| Library | 193,000 |
| Metropolitan Jr. College | 72,000 |
| Sur Tax | 584,000 |
| | <u>\$ 3,759,000</u> |

Contemplation of the 4th Amendment

- The 4th Amendment Modifies Exhibit 6 – Estimated Redevelopment Project Costs
 - Multiple Line Items Adjusted Down to Actuals & Reallocated to Streetscape Improvements
 - (See Exhibit 5 of Plan)
 - Total Redevelopment Project Costs +\$2,480,483
 - TIF Reimbursable Project costs +\$1,313,483
 - Other City Funds (City’s Surplus PILOTS) +\$1,167,000

| | Funds for Streetscape Improvements |
|---|------------------------------------|
| Funds in Special Allocation Fund | \$ 4,029,701 |
| Estimated EATs (CY24-CY30) | 411,483 |
| KCMO Surplus PILOTS | 560,000 |
| Estimated KCMO Surplus PILOTS (CY24-CY30) | 607,000 |
| | <u>\$ 5,608,184</u> |

RECOMMENDATIONS

- The proposed 4th Amendment **does** alter the statutory findings previously approved by the Commission and the Council.
- The Tax Increment Financing Commission recommends approval of the 4th Amendment.
- Staff recommends approval of the 4th Amendment.



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 241060

Submitted Department/Preparer: City Manager's Office

Revised 6/10/24

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

Executive Summary

Approving the Fourth Amendment to the Union Hill Tax Increment Financing Plan; declaring surplus of certain PILOTS on deposit in the Special Allocation and remitting the same to the affected taxing jurisdictions; estimating and appropriating \$4,589,700 for Union Hill Streetscape Improvements; authorizing the City Manager to execute a redevelopment agreement with the Tax Increment Financing Commission for the implementation of certain public infrastructure improvements contemplated by the Union Hill Tax Increment Financing Plan; and directing the Clerk to send a copy of this ordinance to Jackson County

Discussion

This Amendment expands the TIF Plan Area along the ROW of 31st Street, from Gillham Rd to Forest Ave. The expansion of the TIF Plan Area is to allow for additional Public Improvements to be undertaken by the City. The Amendment estimates and surpluses \$3,468,000 of PILOTS that are in the SAF back to the Taxing Jurisdictions. The Amendment also surpluses the future PILOTS collected between 2024 and 2030. The ordinance to approve the amendment appropriates the City's Share of the Surplus, \$560,000, as well as \$4,029,700 to be reimbursed from TIF Revenues, for the 'Union Hill Streetscape Improvements'. The Amendment considers the City contributing all future City PILOTS collected between 2024 and 2030 to the 'Union Hill Streetscape Improvements' in an estimated amount of \$607,000.

Fiscal Impact

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

3. How does the legislation affect the current fiscal year?
N/A
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
Surplused future funds to be used for Public Improvments
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
Delivers ROI for streetscape improvments

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Inclusive Growth and Development (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
 - Align the City's economic development strategies with the objectives of the City Council to ensure attention on areas traditionally underserved by economic development and redevelopment efforts.
 - Ensure quality, lasting development of new growth.
 - Increase and support local workforce development and minority, women, and locally owned businesses.
 - Create a solutions-oriented culture to foster a more welcoming business environment.

- Leverage existing institutional assets to maintain and grow Kansas City's position as an economic hub in the Central United States.
-

Prior Legislation

Plan Approval: 971698

1st Amendment: 081070

2nd Amendment: 100772

3rd Amendment: 130239

Service Level Impacts

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

Other Impacts

1. What will be the potential health impacts to any affected groups?
No potential health impacts identified
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
Utilizing existing tools to fund public improvements.
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:
Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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



File #: 241063

ORDINANCE NO. 241063

Sponsor: Mayor Quinton Lucas

Amending Chapter 2, Code of Ordinances, Administration, by repealing and replacing Sections 2-2151, 2-2152, 2-2153 and 2-2154, for the purpose of enhancing the film development program to better support the evolving needs of Kansas City's creative industry and align more directly with the state of Missouri's film incentive program.

WHEREAS, on February 25, 2016, the Council passed Ordinance No. 160093 which added new Article 17 in Chapter 2 that implemented Kansas City's film development program to encourage film production in Kansas City that would attract this creative industry to Kansas City; and

WHEREAS, the City of Kansas City recognizes the significant economic, cultural, and social benefits that a vibrant film industry brings to the community, including job creation, tourism, and business opportunities for local vendors; and

WHEREAS, in 2023, the State of Missouri enacted the Motion Media Production Tax through the Show MO Act, which aims to recruit qualified production projects to film and conduct postproduction in Missouri; and

WHEREAS, Kansas City's film development program requires updates to better align with Missouri's Motion Media Production Tax program and minimize duplicative efforts; and

WHEREAS, amending and enhancing the film development program will ensure that the City can respond effectively to industry trends, build local talent, and provide resources and incentives that meet the evolving needs of filmmakers and production teams; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances of Kansas City, Missouri is amended by repealing Sections 2-2151, 2-2152, 2-2153, and 2-154 relating to the film development program, and enacting in lieu thereof new sections of like number and subject matter, to read as follows:

Sec. 2-2151. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context indicates a different meaning:

Above the line means individuals including screenwriter, producer, director and principal actors who influence and add to the creative direction of a project.

As funding is available means that there is a finite amount of funds available for the film program and the available funding is subject to the City's annual budget process.

Call sheet is a form that documents cast and crew who worked on the film project, the number of days those individuals worked, the rate at which they were paid and the hours worked daily.

City means the City of Kansas City, Missouri.

Commercial bundle means multiple commercial spots filmed during the same principal photography period.

Expatriate crew means any crew person returning to the Kansas City area to work on a project who once held residence in the Greater Kansas City Metropolitan Area.

Family video means the filming or recording of motion media solely for private use.

Filming means activity for staging and shooting motion pictures, television shows or programs, commercials, videos, including setup, strike and the time of photography.

Final expenditure report is a form provided by the city that reports the qualified expenditures within the city limits of Kansas City, Missouri.

Greater Kansas City expenditure report is a form provided by the City that reports the total area expenditures in the Greater Kansas City Metropolitan Area.

Greater Kansas City Metropolitan Area is defined by the city and the five surrounding counties including Jackson, Platte, Clay Counties in Missouri and Wyandotte, and Johnson Counties in Kansas.

Kansas City Film + Media Office is an office within the City of Kansas City.

Local crew means a group of people hired by a production company for the purpose of producing a film or motion picture and who reside in the city.

Local principal cast means a paid actor residing in the city who has a lead, day player, featured or speaking role.

Regional crew means crewmembers who are residents of the Greater Kansas City Metropolitan Area.

Proof of purchase means receipts or other documents showing purchase of goods and services, location and cost.

Principal filming date means the time period and phase of production during which the main filming occurs.

Production means a feature-length film, documentary film, television movie, television pilot, reality program or each episode of a television series or web series. It may also mean corporate media, industrial media, music video, short subject or web video.

Qualified expenditure is an expense for a product or service that is a necessary cost for the production of a qualifying production for which remuneration is received by a business entity, organization or individual located in the city. Such expenditures may include, but are not limited to, costs for labor, services, materials, equipment rental, lodging, food, location fees and property rental.

Rebate means an amount paid by way of return or refund on what has already been paid or contributed by the production company.

Short film/short form means a film less than 30 minutes in length.

TV show/series means any television episode or television series including web-streamed episodes and series.

Sec. 2-2152. Eligibility requirements of the film development program.

(a) The Kansas City Film + Media Office will provide the initial review of the applications and make a recommendation of the qualified applications that meet program requirements to the General Services Department for final determination of eligibility.

(b) In making the determination of whether the production meets the requirements for a rebate, an application form must be submitted that demonstrates that the applicant will meet the following criteria:

- (1) City residence, production headquarters or hotel stays. Applicant must meet one or more of the following requirements:
 - a. Minimum number of hotel room nights:
 1. Two hundred hotel room nights required for a feature film; or
 2. One hundred hotel room nights required for a TV show; or

3. Fifty hotel room nights for a commercial or corporate video; or
 4. Five hotel room nights for a short film or music video; or
 - b. Executive producer/director has proof of residence in the city; or
 - c. Production office address/headquarters are within the city.
- (2) Fees:
- a. An application processing fee of \$50.00 shall be submitted before the application is considered complete; and
 - b. Fees for city permits needed for production purposes shall not be waived for applicants who qualify and are approved for the film development program.
- (3) Sign a Kansas City film code of conduct compliance form.
- (4) Applicants must provide verifiable proof of funding sufficient to support the production and completion of the proposed project. Proof of funding may be established through one of the two following methods:
- a. A written agreement between the applicant or project producer and a bank, financial institution, or other investment source which must include the following:
 1. The date the agreement was executed;
 2. The amount of funds committed to the project; and
 3. The time frame within which the funds will be made available.
 - b. Documentation demonstrating the existence of an escrow account containing sufficient funds specifically allocated for the production and completion of the project.
- (5) Twenty-five percent of the principal photography days must be filmed in the city as clearly outlined in the production schedule.
- (6) Hire a minimum of five local crew and/or local principal cast employees. A maximum of one production assistant may be applied toward the minimum hire.
- (7) Any film or television production receiving a rebate under this article shall place a credit on each film or television episode providing: "Thank you to the City of

Kansas City, Missouri for its generous support of this production", "Filmed on location in Kansas City, Missouri", or other similar type statement as approved by the city.

- (8) Procure and maintain proof of insurance coverage, not less than the types and amounts as required by the city.
- (9) Production companies shall comply with all federal, state and local laws, ordinances and regulations and must be current on all city taxes, licenses and fees.

(c) Applicant will be required to submit all required final reports pursuant to section 2-2154, final certification and accounting requirements. The production company shall provide documentation of detailed expenditures along with proof of purchases and payments prior to issuance of rebate pursuant to section 2-2154.

(d) If the application is approved and the production is determined to be eligible by the city, then the city will execute a contract with the production company under the authority of the city manager. The production company must comply with all the city contracting requirements.

(e) A production company may not receive more than two contracts within the city's current fiscal year.

Sec. 2-2153. Film development program.

(a) The rebate amount will be based on the project's actual local qualified expenditures, and must not deviate more than 20 percent, without written consent from the city, below the estimated expenditures provided to the city on the application form. In no case will the rebate paid be more than 100 percent of the estimated spend.

(b) Rebates are performance-based, where payments will not be issued until after the production company has provided all the required documentation by a set deadline and the city has confirmed compliance and verified all qualified expenses. Qualified productions will be considered in the order in which they are received and as funding is available.

(c) If principal photography days do not occur within fourteen (14) calendar days of the schedule start date provided on the production schedule in the initial application, the applicant must submit a revised application to the Kansas City Film Office for reconsideration. All program funds will be withheld from the production until the revised application has been reviewed and formally approved by the Kansas City Film Office.

(d) If a production fails to meet any one of the requirements as set forth in section 2-2152(b), the city shall withdraw the rebate offer with no further obligation by the city.

(e) Productions may qualify for one of the following tiers of rebate:

- (1) *Tier 1:* Four percent rebate on qualified city expenditures if:

- a. Minimum amount spent in the city in one of the following categories:
 - 1. \$100,000.00 feature film; or
 - 2. \$50,000.00 TV show pilot or episode; or
 - 3. \$100,000.00 TV series or commercial bundle; or
 - 4. \$50,000.00 national commercial; or
 - 5. \$25,000.00 regional commercial, corporate video; or
 - 6. \$10,000.00 short film or music video.

- (2) *Tier 2*: Eight percent rebate on qualified city expenditures if:
 - a. Minimum amount spent in the city in one of the following categories:
 - 1. \$100,000.00 feature film; or
 - 2. \$50,000.00 TV show pilot or episode; or
 - 3. \$100,000.00 TV series or commercial bundle; or
 - 4. \$50,000.00 national commercial; or
 - 5. \$25,000.00 regional commercial, corporate video; or
 - 6. \$10,000.00 short film or music video.

 - b. Additional requirements:
 - 1. 250+ city room nights; or
 - 2. Film for four or more consecutive weeks in the city; or
 - 3. 25 or more local regional crew or expatriate crew and/or local principal cast and a minimum of one-quarter of hires must be local.

 - c. Community benefit requirement. The principal cast, director, head of department, and/or producer must provide a learning opportunity such as a panel discussion or seminar for outreach to emerging artists and young people who are interested in the industry.

- (3) *Optional Bonus Rebate Opportunities*: In addition to meeting the eligibility requirements and qualifying for either a tier 1 or tier 2 rebate, a production company can meet the following requirements to receive additional rebates on qualified expenditures:
 - a. *Workforce Development Bonus*: A production company may receive a two percent bonus rebate if the production offers a minimum of two shadowing opportunities to film and media students that are residents of Kansas City, Missouri. Each of the shadowing opportunities must span at least one day of production.
 - b. *Cultural Integration Bonus*: A production company may receive a two percent bonus rebate if at least a 30% of the production's total personnel are minorities and/or women. Compliance with the 30% threshold verified through the cast and crew list submitted to the Kansas City Film Office, using Driver's License verification.

Sec. 2-2154. Final certification and accounting requirements.

(a) The following documents need to be received by the Kansas City Film Office within 90 calendar days of the last day of filming in order to receive the rebate. The director has authority to extend this 90-day deadline if an extension is requested by the film production company prior to the deadline with justification of hardship.

- (1) Final expenditure report in a format provided by the city along with the following attachments:
 - a. Detailed documentation of final city qualified expenditures along with proof of purchase demonstrating expenditures were bought and paid to companies, organizations or individuals located within the city limits.
 - b. Call sheet(s) showing number of people who worked on the film project and a report on the number of days individuals worked including the rate at which they were paid and the hours per day they worked.
 - c. Greater Kansas City expenditure report.
- (2) All expenditures must be verified by the city and are subject to approval or denial by the city.
- (3) Film productions must pay contracted crew and vendors. The following shall result in disqualification from the film incentive program:
 - a. Proof of non-payment to contracted crew and vendors; or

- b. Film productions with deferred payment contracts with Kansas City crew or cast.

..end

Approved as to form:

Lana K. Torczon
Senior Associate City Attorney

COMPARED VERSION
COMPARED VERSION TO CODE BOOKS

ORDINANCE NO. 241063

Amending Chapter 2, Code of Ordinances, Administration, by repealing and replacing Sections 2-2151, 2-2152, 2-2153 and 2-2154, for the purpose of enhancing the film development program to better support the evolving needs of Kansas City's creative industry and align more directly with the state of Missouri's film incentive program.

WHEREAS, on February 25, 2016, the Council passed Ordinance No. 160093 which added new Article 17 in Chapter 2 that implemented Kansas City's film development program to encourage film production in Kansas City that would attract this creative industry to Kansas City; and

WHEREAS, the City of Kansas City recognizes the significant economic, cultural, and social benefits that a vibrant film industry brings to the community, including job creation, tourism, and business opportunities for local vendors; and

WHEREAS, in 2023, the State of Missouri enacted the Motion Media Production Tax through the Show MO Act, which aims to recruit qualified production projects to film and conduct postproduction in Missouri; and

WHEREAS, Kansas City's film development program requires updates to better align with Missouri's Motion Media Production Tax program and minimize duplicative efforts; and

WHEREAS, amending and enhancing the film development program will ensure that the City can respond effectively to industry trends, build local talent, and provide resources and incentives that meet the evolving needs of filmmakers and production teams; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances of Kansas City, Missouri is amended by repealing Sections 2-2151, 2-2152, 2-2153, and 2-154 relating to the film development program, and enacting in lieu thereof new sections of like number and subject matter, to read as follows:

Sec. 2-2151. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context indicates a different meaning:

Above the line means individuals including screenwriter, producer, director and principal actors who influence and add to the creative direction of a project.

As funding is available means that there is a finite amount of funds available for the film program and the available funding is subject to the City's annual budget process.

Call sheet is a form that documents cast and crew who worked on the film project, the number of days those individuals worked, the rate at which they were paid and the hours worked daily.

City means the City of Kansas City, Missouri.

Commercial bundle means multiple commercial spots filmed during the same principal photography period.

Expatriate crew means any crew person returning to the Kansas City area to work on a project who once held residence in the Greater Kansas City Metropolitan Area.

Family video means the filming or recording of motion media solely for private use.

Filming means activity for staging and shooting motion pictures, television shows or programs, commercials, videos, including setup, strike and the time of photography.

Final expenditure report is a form provided by the city that reports the qualified expenditures within the city limits of Kansas City, Missouri.

Greater Kansas City expenditure report is a form provided by the City that reports the total area expenditures in the Greater Kansas City Metropolitan Area.

Greater Kansas City Metropolitan Area is defined by the city and the five surrounding counties including Jackson, Platte, Clay Counties in Missouri and Wyandotte, and Johnson Counties in Kansas.

Kansas City Film + Media Office is an office within the City of Kansas City.

Local crew means a group of people hired by a production company for the purpose of producing a film or motion picture and who reside in the city.

Local principal cast means a paid actor residing in the city who has a lead, day player, featured or speaking role.

Regional crew means crewmembers who are residents of the Greater Kansas City Metropolitan Area.

Proof of purchase means receipts or other documents showing purchase of goods and services, location and cost.

Principal filming date means the time period and phase of production during which the main filming occurs.

Production means a feature-length film, documentary film, television movie, television pilot, reality program or each episode of a television series or web series. It may also mean corporate media, industrial media, music video, short subject or web video.

Qualified expenditure is an expense for a product or service that is a necessary cost for the production of a qualifying production for which remuneration is received by a business entity, organization or individual located in the city. Such expenditures may include, but are not limited to, costs for labor, services, materials, equipment rental, lodging, food, location fees and property rental.

Rebate means an amount paid by way of return or refund on what has already been paid or contributed by the production company.

Short film/short form means a film less than 30 minutes in length.

TV show/series means any television episode or television series including web-streamed episodes and series.

Sec. 2-2152. Eligibility requirements of the film development program.

(a) The Kansas City Film + Media Office will provide the initial review of the applications and make a recommendation of the qualified applications that meet program requirements to the General Services Department for final determination of eligibility.

(b) In making the determination of whether the production meets the requirements for a rebate, an application form must be submitted that demonstrates that the applicant will meet the following criteria:

- (1) City residence, production headquarters or hotel stays. Applicant must meet one or more of the following requirements:
 - a. Minimum number of hotel room nights:
 1. Two hundred hotel room nights required for a feature film; or
 2. One hundred hotel room nights required for a TV show; or
 3. Fifty hotel room nights for a commercial or corporate video; or
 4. Five hotel room nights for a short film or music video; or
 - b. Executive producer/director has proof of residence in the city; or
 - c. Production office address/headquarters are within the city.
- (2) Fees:
 - a. An application processing fee of \$50.00 shall be submitted before the application is considered complete; and

- b. Fees for city permits needed for production purposes shall not be waived for applicants who qualify and are approved for the film development program.
- (3) Sign a Kansas City film code of conduct compliance form.
- (4) Applicants must provide verifiable proof of funding sufficient to support the production and completion of the proposed project. Proof of funding may be established through one of the two following methods:
 - a. A written agreement between the applicant or project producer and a bank, financial institution, or other investment source which must include the following:
 - 1. The date the agreement was executed;
 - 2. The amount of funds committed to the project; and
 - 3. The time frame within which the funds will be made available.
 - b. Documentation demonstrating the existence of an escrow account containing sufficient funds specifically allocated for the production and completion of the project.
- (5) Twenty-five percent of the principal photography days must be filmed in the city as clearly outlined in the production schedule.
- (6) Hire a minimum of five local crew and/or local principal cast employees. A maximum of one production assistant may be applied toward the minimum hire.
- (7) Any film or television production receiving a rebate under this article shall place a credit on each film or television episode providing: "Thank you to the City of Kansas City, Missouri for its generous support of this production", "Filmed on location in Kansas City, Missouri", or other similar type statement as approved by the city.
- (8) Procure and maintain proof of insurance coverage, not less than the types and amounts as required by the city.
- (9) Production companies shall comply with all federal, state and local laws, ordinances and regulations and must be current on all city taxes, licenses and fees.

(c) Applicant will be required to submit all required final reports pursuant to section 2-2154, final certification and accounting requirements. The production company shall provide documentation of detailed expenditures along with proof of purchases and payments prior to issuance of rebate pursuant to section 2-2154.

(d) If the application is approved and the production is determined to be eligible by the city, then the city will execute a contract with the production company under the authority of the city manager. The production company must comply with all the city contracting requirements.

(e) A production company may not receive more than two contracts within the city's current fiscal year.

Sec. 2-2153. Film development program.

(a) The rebate amount will be based on the project's actual local qualified expenditures, and must not deviate more than 20 percent, without written consent from the city, below the estimated expenditures provided to the city on the application form. In no case will the rebate paid be more than 100 percent of the estimated spend.

(b) Rebates are performance-based, where payments will not be issued until after the production company has provided all the required documentation by a set deadline and the city has confirmed compliance and verified all qualified expenses. Qualified productions will be considered in the order in which they are received and as funding is available.

(c) If principal photography days do not occur within fourteen (14) calendar days of the schedule start date provided on the production schedule in the initial application, the applicant must submit a revised application to the Kansas City Film Office for reconsideration. All program funds will be withheld from the production until the revised application has been reviewed and formally approved by the Kansas City Film Office.

(d) If a production fails to meet any one of the requirements as set forth in section 2-2152(b), the city shall withdraw the rebate offer with no further obligation by the city.

(e) Productions may qualify for one of the following tiers of rebate:

(1) *Tier 1:* Four percent rebate on qualified city expenditures if:

a. Minimum amount spent in the city in one of the following categories:

1. \$100,000.00 feature film; or
2. \$50,000.00 TV show pilot or episode; or
3. \$100,000.00 TV series or commercial bundle; or
4. \$50,000.00 national commercial; or
5. \$25,000.00 regional commercial, corporate video; or
6. \$10,000.00 short film or music video.

(2) *Tier 2:* Eight percent rebate on qualified city expenditures if:

a. Minimum amount spent in the city in one of the following categories:

1. \$100,000.00 feature film; or
 2. \$50,000.00 TV show pilot or episode; or
 3. \$100,000.00 TV series or commercial bundle; or
 4. \$50,000.00 national commercial; or
 5. \$25,000.00 regional commercial, corporate video; or
 6. \$10,000.00 short film or music video.
- b. Additional requirements:
1. 250+ city room nights; or
 2. Film for four or more consecutive weeks in the city; or
 3. 25 or more local regional crew or expatriate crew and/or local principal cast and a minimum of one-quarter of hires must be local.
- c. Community benefit requirement. The principal cast, director, head of department, and/or producer must provide a learning opportunity such as a panel discussion or seminar for outreach to emerging artists and young people who are interested in the industry.
- (3) *Optional Bonus Rebate Opportunities:* In addition to meeting the eligibility requirements and qualifying for either a tier 1 or tier 2 rebate, a production company can meet the following requirements to receive additional rebates on qualified expenditures:
- a. *Workforce Development Bonus:* A production company may receive a two percent bonus rebate if the production offers a minimum of two shadowing opportunities to film and media students that are residents of Kansas City, Missouri. Each of the shadowing opportunities must span at least one day of production.
 - b. *Cultural Integration Bonus:* A production company may receive a two percent bonus rebate if at least a 30% of the production's total personnel are minorities and/or women. Compliance with the 30% threshold verified through the cast and crew list submitted to the Kansas City Film Office, using Driver's License verification.

Sec. 2-2154. Final certification and accounting requirements.

(a) The following documents need to be received by the Kansas City Film Office within 90 calendar days of the last day of filming in order to receive the rebate. The director has authority to extend this 90-day deadline if an extension is requested by the film production company prior to the deadline with justification of hardship.

- (1) Final expenditure report in a format provided by the city along with the following attachments:
 - a. Detailed documentation of final city qualified expenditures along with proof of purchase demonstrating expenditures were bought and paid to companies, organizations or individuals located within the city limits.
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 - c. Greater Kansas City expenditure report.
- (2) All expenditures must be verified by the city and are subject to approval or denial by the city.
- (3) Film productions must pay contracted crew and vendors. The following shall result in disqualification from the film incentive program:
 - a. Proof of non-payment to contracted crew and vendors; or
 - b. Film productions with deferred payment contracts with Kansas City crew or cast.

Approved as to form:

Lana K. Torczon
Senior Associate City Attorney

KCMO Film Development Program Ordinance NO. 241063

Rachel Kephart

Director of the Kansas City Film Office

12/17/2024

Finance, Governance and Public Safety Committee



KC Film Office Update

Since January of 2024, projects directly assisted by the KC Film Office have resulted in over **\$19 Million** in estimated economic impact to the region.

This calendar year, the KC Film Office has supported:

- 9 Feature Films
- 4 Television Series
- 9 Television Episodes
- 10+ National Commercials
- 10 Short Films & Many More

12 locally filmed projects took part in the State of Missouri’s new film tax incentive program.

Kansas City was named one of the “Best Places to Live and Work as a MovieMaker” by Moviemaker Magazine for the 6th year in a row.

KCMO Film Development Program Update

Since its passing in 2016, 14 projects have successfully completed the program, resulting in **\$4,783,891.31** in direct KCMO spend and creating over **715 jobs**.

Prior to the passing of the Missouri State Film Tax Credit in Oct. 2023, the program averaged 1.6 projects a year. This year, the KCMO Film Development program has approved 5 projects (1 completed & 4 pending) with an estimated/confirmed KCMO spend of **\$4,360,317.10**.

State Incentive Impact Comparison

2016 – 2023

13 Projects

Average KCMO Spend: \$254,812.47

Total KCMO Spend: \$3,312,562.14

2024

5 Projects

Average Est. KCMO Spend: \$872,063.40

Total Est. KCMO Spend: \$4,360,317.10

Proposed Updates

Sec. 2-2153 (e) (2)

Decreasing the percentage rebate offering for Tier 2 of the program from 9% to 8% to accommodate the incorporation, and encourage the use, of the proposed optional bonus rebate opportunities.

Sec. 2-2153 (e) (3)

Removing and replacing the existing optional marketing bonuses of 0.5% each.

Sec. 2-2153 (e) (3) (a)

Introducing an optional 2% rebate award increase for productions who offer a minimum of two, full-day shadow opportunities to students taking part in local film and media programs. Students will follow a head of department throughout the experience, allowing for insight into roles that are often inaccessible for entry-level crew.

Sec. 2-2153 (e) (3) (b)

Introducing an optional 2% rebate award increase for productions whose crew and principal cast are comprised of at least 30% women and minorities. Compliance to be verified through cast and crew lists and Driver’s License verification upon project completion.

Proposed Updates

The following updates are consistent with the newly passed Missouri State Film Tax Credit.

Sec. 2-2152 (a) (4)

Adding eligibility requirement - In order to be eligible for the program, productions must provide proof of financing sufficient to support the production and completion of the proposed project.

Sec. 2-2153 (c)

Adding application requirement - Productions that push principal photography more than 14 days, must reapply for the program, preventing funds from being held in perpetuity.

Sec. 2-2154 (a)

Adjusting submission requirement - Productions will have 90 calendar days from the last day of filming to prepare and submit final documentation to the City. Current ordinance requires submission of final documents 45 business days after project completion.

Questions?



KCMO Film Development Program Ordinance NO. 241063

Rachel Kephart

Director of the Kansas City Film Office

12/17/2024

Finance, Governance and Public Safety Committee



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2024

5 Projects

Average Est. KCMO Spend: \$872,063.40

Total Est. KCMO Spend: \$4,360,317.10

Note: Allocated annual funding amounts, and possible rebate percentages have changed/increased throughout the life of the program, which impacts the data.

Proposed Updates

Sec. 2-2153 (e) (2)

Decreasing the percentage rebate offering for Tier 2 of the program from 9% to 8% to accommodate the incorporation, and encourage the use, of the proposed optional bonus rebate opportunities.

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Removing and replacing the existing optional marketing bonuses of 0.5% each.

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Introducing an optional 2% rebate award increase for productions whose crew and principal cast are comprised of at least 30% women and minorities. Compliance to be verified through cast and crew lists and Driver’s License verification upon project completion.

Proposed Updates

The following updates are consistent with the newly passed Missouri State Film Tax Credit.

Sec. 2-2152 (a) (4)

Adding eligibility requirement - In order to be eligible for the program, productions must provide proof of financing sufficient to support the production and completion of the proposed project.

Sec. 2-2153 (c)

Adding application requirement - Productions that push principal photography more than 14 days, must reapply for the program, preventing funds from being held in perpetuity.

Sec. 2-2154 (a)

Adjusting submission requirement - Productions will have 90 calendar days from the last day of filming to prepare and submit final documentation to the City. Current ordinance requires submission of final documents 45 business days after project completion.

Questions?





City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 241063

Submitted Department/Preparer: General Services

Revised 6/10/24

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

Executive Summary

Amending Chapter 2, Code of Ordinances, Administration, by repealing and replacing Sections 2-2151, 2-2152, 2-2153 and 2-2154, for the purpose of enhancing the film development program to better support the evolving needs of Kansas City's creative industry and align more directly with the state of Missouri's film incentive program.

Discussion

Kansas City's film development program, established in 2016 through Ordinance No. 160093, was designed to encourage film production and attract the creative industry to the city. Recognizing the economic, cultural, and social benefits of a vibrant film industry, including job creation, tourism, and local business opportunities, the City now seeks to update its program to align with the 2023 Missouri Motion Media Production Tax introduced under the Show MO Act. These updates aim to reduce duplicative efforts, adapt to industry trends, support local talent, and provide enhanced resources and incentives to meet the evolving needs of filmmakers and production teams.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
N/A
3. How does the legislation affect the current fiscal year?
No
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
N/A
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
[Click or tap here to enter text.](#)

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

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

Additional Discussion (if needed)

There is no fiscal impact and no account string to verify.

Citywide Business Plan (CWBP) Impact

- 1. View the [Adopted 2025-2029 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?
Inclusive Growth and Development (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
 - Align the City's economic development strategies with the objectives of the City Council to ensure attention on areas traditionally underserved by economic development and redevelopment efforts.
 - Ensure quality, lasting development of new growth.
 - Increase and support local workforce development and minority, women, and locally owned businesses.
 - Create a solutions-oriented culture to foster a more welcoming business environment.
 - Leverage existing institutional assets to maintain and grow Kansas City's position as an economic hub in the Central United States.
 -

Prior Legislation

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

Service Level Impacts

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

Other Impacts

1. What will be the potential health impacts to any affected groups?
N/A
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
Yes
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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



File #: 241069

RESOLUTION NO. 241069

Sponsor: Councilmember Patterson Hazley

RESOLUTION - Urging the United States Congress and the President to pass and sign legislation creating a National Infrastructure Bank; and directing the Clerk to send copies of this Resolution to state and national leaders.

WHEREAS, the American Society of Civil Engineers (“ASCE”) stated in its 2021 report card that the United States received a grade of C- regarding the current state of infrastructure and that more than six trillion dollars would be needed to restore infrastructure to a state of good repair; and

WHEREAS, over three trillion dollars is currently not funded, the remainder is inadequately funded, and all new 21st-century projects are unfunded; and the Bipartisan Infrastructure Law, a great start, will only cover 10% of the needed infrastructure; and

WHEREAS, the ASCE gave the state of Missouri an overall grade of C- in its 2018 report card and dams were rated D-, energy D+, inland waterways D, levees D+, and roads D+ with twenty-three percent of the roads in poor condition with an annual cost of \$700 per motorist; and

WHEREAS, twelve percent of Missouri’s bridges are structurally deficient and sixty-eight percent of dams in the state were graded High or Significant Hazard Potential; and

WHEREAS, the State of Missouri needs at least 128,000 new units of affordable housing for low-income families and renters, according to the Low Income Housing Coalition; and
WHEREAS, the Mid-America Regional Council data shows that the Kansas City region faces an affordable housing gap of almost 64,000 units for low-income renters; and

WHEREAS, the State of Missouri has at least 202,000 lead water service lines. Lead poisoning causes permanent cognitive impairment leading to increased violent behavior, crime and a decrease in the productivity of the workforce; and

WHEREAS, Kansas City has identified nearly \$4.3 billion in infrastructure projects in urgent need of repair, including streets, sidewalks, and bridges; and

WHEREAS, according to the Federal Communications Commission, twenty percent of Missouri’s population doesn’t have access to high-speed internet and the state education department says one in five students does not have access to the internet at home; and

WHEREAS, Congress introduced HR 4052 to create a five trillion-dollar National Infrastructure Bank (“NIB”); and

WHEREAS, the NIB is modeled after previous banks which helped build much of our infrastructure under Presidents George Washington, James Madison, Abraham Lincoln, and Franklin D. Roosevelt and the last such bank helped bring us out of the Depression and win World War II; and

WHEREAS, the new NIB will function like its predecessors and will be capitalized by privately held existing treasury debt. It will require no new federal appropriations and no new federal taxes; and

WHEREAS, the new NIB will invest five trillion dollars into infrastructure only and create twenty-five million new high-paying jobs paying Davis-Bacon wages and will include “Buy America” provisions; and

WHEREAS, disadvantaged businesses will be supported by the NIB and the NIB will mandate extensive minority hiring;

WHEREAS, the NIB has \$100 billion allocated to replace all lead water service lines immediately, and \$700 billion allocated to build all affordable housing units for the lowest 30% AMI; and

WHEREAS, the new NIB will grow the economy by five percent per year as its predecessors did; and

WHEREAS, many organizations are in support of the legislation, including: St. Louis County Council; National Black Caucus of State Legislators; National Hispanic Caucus of State Legislators; National Asian-Pacific American Caucus of State Legislators. Dozens of city and county councils have endorsed the legislation including: Detroit, Chicago, Philadelphia, Los Angeles, San Francisco, Seattle, and many more, NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Council of Kansas City hereby calls upon the United States Congress to pass HR 4052 to create a National Infrastructure Bank to finance urgently needed infrastructure projects.

Section 2. That the City Clerk is directed to send copies of this resolution to the entire United States congressional delegation from Missouri, Governor Mike Parson, and President Joseph R. Biden.

..end



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 241069

Submitted Department/Preparer:

Revised 6/10/24

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

Executive Summary

Urging the United States Congress and the President to pass and sign legislation creating a National Infrastructure Bank; and directing the Clerk to send copies of this Resolution to state and national leaders.

Discussion

The City Council of Kansas City is calling upon the United States Congress to pass HR 4052 to create a National Infrastructure Bank to finance urgently needed infrastructure projects. Additionally, the City Clerk is directed to send copies of this resolution to the entire United States congressional delegation from Missouri, Governor Mike Parson, and President Joseph R. Biden.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
Not Applicable
3. How does the legislation affect the current fiscal year?
No associated funding- not applicable.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
Not Applicable
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

No.

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

Not applicable, this legislation has no associated financial impact.

Citywide Business Plan (CWBP) Impact

- 1. View the [Adopted 2025-2029 Citywide Business Plan](#)
- 2. Which CWBP goal is most impacted by this legislation?
Finance and Governance (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
 - Ensure the resiliency of a responsive, representative, engaged, and transparent City government.
 - Engage in workforce planning including employee recruitment, development, retention, and engagement.
 - Foster a solutions-oriented, welcoming culture for employees and City Partners.
 -
 -
 -

Prior Legislation

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

Service Level Impacts

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

Other Impacts

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

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

Please Select (Press tab after selecting)

Click or tap here to enter text.
6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?

No(Press tab after selecting)

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



File #: 241071

ORDINANCE NO. 241071

Sponsor: Mayor Quinton Lucas

Amending Chapter 2, Code of Ordinances, by repealing Section 2-1954 entitled “Fund balance and reserve policy” and enacting in lieu thereof a section of like number and subject matter; and directing the City Manager to require compliance with City partner agency policies for all relevant City contracts entered into or renewed.

WHEREAS, the City has a thorough annual budget process, including quarterly budget analysis, and five-year business planning cycle during which Council, City staff, and residents have the opportunity to shape how the City spends taxpayer resources; and

WHEREAS, the City currently has a structural imbalance driven by expenditure growth exceeding revenue growth in the General Fund; and

WHEREAS, the City Council desires to maintain a prudent level of financial reserves to guard its citizens against service disruption in the event of unexpected temporary revenue shortfalls or unpredicted one-time expenditures, such as those seen in 2020 and 2021; and

WHEREAS, maintaining a strong fund balance can be critical in weathering an economic downturn, emergency capital repairs, or volatile revenue or unexpected expenditure; and

WHEREAS, fund balance is a focal point of credit rating agencies and investors; when governments maintain more fund balance, they are viewed more favorably and can achieve lower borrowing costs; and

WHEREAS, the Government Finance Officers Association (GFOA) recommends, at a minimum, no less than two months of regular general fund operating revenues or regular general fund operating expenditures for reserves and that local governments undertake a risk-based review of required reserves; and

WHEREAS, the City’s regular general fund, special revenue funds, proprietary funds, debt service funds, capital projects funds, and partner agency reserve funds may from time to time exceed the required minimum floor for each respective fund; and

WHEREAS, strong fiscal policy can guide expenditures of respective revenue funds when a balance above the required minimum floor exists; and

WHEREAS, the City Council desires to promulgate a fiscally prudent set of requirements for the expenditures of fund balances above the required minimum floor in respective accounts to ensure the City's ongoing ability to meet future fiscal challenges while providing for proper expenditure of taxpayer funds on behalf of residents and taxpayers alike; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances, is hereby amended by repealing Section 2-1954 entitled "Fund balance and reserve policy" and enacting in lieu thereof a section of like number and subject matter to read as follows:

Sec. 2-1954. Fund balance and reserve policy.

(a) *Policy.*

- (1) It is the policy of the city to maintain its various fund balances and financial reserves at levels sufficient to pay obligations when due, address emergencies, cover temporary revenue shortfalls, provide stability throughout economic cycles and to protect the city's creditworthiness in accordance with applicable federal, state and local laws, and established best governmental practices.
- (2) The city's fund balance and reserve policy is the city's official guideline for use by city staff in conjunction with the city's budgeting and financial planning efforts. The policy shall be reviewed on an annual basis by the director of finance and any modifications made thereto must be approved by the city council.

(b) *Authority.* Under the authority granted by the state constitution and the City Charter, the city council is authorized to direct the financial affairs of the city. It is the city council's intent to responsibly use this authority in order to fulfill the service objectives of the city and its agencies. Management responsibility for the city's fund balances is hereby delegated to the director of finance.

(c) *Scope.* This fund balance and reserve policy shall be inclusive of all funds of the city. The policy incorporates recommended best practices of the Government Finance Officers Association (GFOA) and requirements of the Governmental Accounting Standards Board (GASB), as amended over time.

(d) *Objectives.*

- (1) To establish appropriate fund balance and/or reserve levels for each fund or fund type, after accounting for the non-spendable and restricted portions of the respective funds.
- (2) To set guidelines for each fund or fund type's fund balance and/or reserve levels.

- (3) To determine procedures for replenishment of fund balances or reserves if drawn below recommended levels, if necessary.
- (4) To establish financial reporting guidelines for amounts designated as fund balances in accordance with GASB Statement No. 54.
- (5) To establish procedures for use of fund balances or reserves if above recommended levels.

(e) *Glossary.*

- (1) *Fund balance/reserves.* Accumulated operating surpluses and deficits less an allowance for encumbrances or contractual obligations. At fiscal year end, the GAAP basis financial statements will reflect fund balance as the difference between a fund's assets plus deferred outflows of resources and its liabilities plus deferred inflows of resources.
- (2) *General fund.* The general fund is the main operating fund of the city and accounts for all financial transactions not accounted for in other funds. The general operating expenditures, fixed charges, and capital improvement costs that are not paid through other funds are financed through revenues received by the general fund.
- (3) *Nonspendable fund balance.* Amounts that are not in spendable form (e.g. inventories, receivables, advances, etc.).
- (4) *Restricted fund balance.* Amounts that can only be spent for specific purposes as stipulated by external resource providers such as grantors, bondholders, contributors, laws or regulations of other governments, or through constitutional provisions or enabling legislation.
- (5) *Committed fund balance.* Amounts that can only be used for specific purposes pursuant to constraints imposed by a formal action of the city council.
- (6) *Assigned fund balance.* Amounts intended to be used by the city for specific purposes as delegated to the director of finance – including for the purpose of preventing the General Fund from ending the fiscal year with a negative unassigned fund balance. In governmental funds other than the General Fund, assigned fund balance represents the amount that is not restricted, committed, or unassigned to reflect that resources in these funds are to be used for the purpose of that fund.
- (7) *Unassigned fund balance.* Represents the remaining amount of fund balance in the General Fund which has not been classified as nonspendable, restricted, committed or assigned.

- (8) *Special revenue funds.* Account for specific revenues that are legally restricted to expenditures for specified purposes.
- (f) *Guidelines.*
- (1) *Annual financial reporting.* Financial reporting for fund balance will be handled pursuant to GASB Statement No. 54 and in accordance with generally accepted accounting principles (GAAP).
- (2) *General Fund*
- (A) *Minimum unassigned reserve.* The city shall maintain an unassigned General Fund reserve of not less than seventeen percent (17%) and not more than twenty-five percent (25%) of General Fund operating expenditures.
- (B) *Use of reserves above 25%.* Reserves above 25% can be accessed only during the annual budget process, the quarterly budget analysis process pursuant to Section 2-1956, or if a state of emergency is declared pursuant to Section 50-155. In response to a request for use of reserves in this category, the Director of Finance will review the five year forecast and report on the anticipated impact of the use of reserves being considered. Reserves in this category can only be used for the following non-recurring purposes:
- (i) To offset the loss or reduction in a major revenue source.
 - (ii) To provide necessary departmental appropriations as identified and reported in the quarterly budget analysis process pursuant to Section 2-1956.
 - (iii) To make additional contributions toward employee pension, other post-employment benefits (OPEB), or healthcare liabilities or establish specific reserves related thereto.
 - (iv) To establish and maintain a self-insurance reserve as may be recommended by the City's Risk Management Committee.
 - (v) To fund capital improvement projects or capital maintenance projects which have been determined to be a priority based on the scores established pursuant to the Capital Asset Scoring Policy (Section 2-1957, Code of Ordinances) but have not yet been funded.
 - (vi) To reduce planned borrowing for approved projects in the most recent Five-Year Financial Plan.

- (vii) To prepay outstanding debt.
 - (viii) To set aside resources for existing unfunded mandates (i.e., Climate Action Plan, Americans with Disabilities Act consent decree, etc.).
- (C) *Use of reserves above 17% and below 25%.*
- (i) Reserves in this category are not flexible and should only be used to offset revenue shortfalls and extraordinary expenditure demands. In response to a request for the use of reserves in this category, the Director of Finance will provide an update to the five-year forecast reflective of the latest economic conditions providing a long-term outlook of the fiscal health of the General Fund and anticipated impact of the use of reserves being considered.
- (D) *Use of reserves below 17%.* Reserves below 17% should ideally never be used and only when responding to severe economic crisis or state of emergency.
- (3) *Replenishment of reserves.* Any use of reserves below the 25% target should be accompanied by a replenishment plan. The director of finance will prepare and present to the city council a plan to replenish the reserve. The city council must approve and adopt a plan within 12 months after the reserve is estimated to fall below 25%, which establishes a time frame to restore the reserve to, at minimum, 25%.
- (4) *Special Revenue Funds.*
- (A) Special revenue fund reserves should be completely exhausted before the General Fund is used to cover negative special revenue fund reserve balances. Reserves for certain special revenue funds will be maintained to protect against economic volatility.
 - (B) The following special revenue funds support departments or essential operations/services and shall maintain the following reserve levels:
 - (i) *Parks Sales Tax Fund.* The Parks Sales Tax Fund shall maintain a minimum reserve of sixteen percent (16%). Amounts above 16% may be used for capital maintenance in accordance with an adopted five-year capital improvement plan for the Parks and Recreation Department or extraordinary operational emergency of the Parks and Recreation Department.

- (ii) *Health Fund.* The Health Fund shall maintain a minimum reserve of eight percent (8%). Amounts above 8% may be used for extraordinary operational emergency of the Health Department. The Health Fund reserve target is lower because of statutory protection against revenue shortfall.
 - (iii) *Street Maintenance Fund.* The Street Maintenance Fund shall maintain a minimum reserve of eight percent (8%). Amounts above 8% may be used for extraordinary operational emergencies consistent with the purposes of the fund including capital improvement projects or capital maintenance projects which have been determined to be a priority based on the scores established pursuant to an appropriate capital asset scoring policy but have not yet been funded.
 - (iv) *Convention and Tourism Fund.* The Convention and Tourism Fund shall maintain a minimum reserve of sixteen percent (16%). Amounts above 16% may be used for capital maintenance in accordance with an adopted five-year capital improvement plan for the Convention and Entertainment Facilities Department or an extraordinary operational emergency of the Convention and Entertainment Facilities Department.
 - (v) *Public Mass Transportation Fund.* The Public Mass Transportation Fund shall maintain a minimum reserve of eight percent (8%). Amounts above 8% may be used for extraordinary operational emergencies consistent with the purposes of the fund.
 - (vi) *Fee-Based Funds.* Funds with a primary revenue source comprised of fees (e.g., Development Services, Golf, Parking, Municipal Court fee funds) shall maintain a minimum reserve of eight percent (8%). Amounts above 8% may be used for extraordinary operational emergencies consistent with the purposes of the fund.
- (C) Special revenue funds not specifically listed have no minimum reserve target.
- (5) *Proprietary funds.* Each proprietary fund shall strive to maintain an unassigned fund balance equal to, at minimum, two months' worth of operating costs, as defined in the respective bond ordinances for that fund. For the purposes of this calculation, the current fiscal year budget shall be the budget as originally adopted by ordinance in March for the subsequent fiscal year. This reservation of fund balance shall be in addition to all other required reservations including, but not limited to, amounts reserved for debt service and/or amounts reserved for renewal and replacement of long-lived assets.

- (A) *Water fund.* The water fund accounts for activities of the city's water distribution system. Revenues are derived mainly from water service and installation charges.
 - (B) *Kansas City airports fund.* The Kansas City airports fund accounts for the operations of the city's two airports: Kansas City International Airport (KCI) and the Charles B. Wheeler Downtown Airport. Revenues are derived principally from hangar and terminal building rental, landing fees, and parking.
 - (C) *Sewer fund.* The sewer fund accounts for the activities of the wastewater collection and treatment system. Revenues are derived primarily from sewer users' service charges and fees.
- (6) *Capital projects funds.* The capital projects funds account for resources used for the acquisition of capital facilities, except those financed by the proprietary funds and those budgeted in the general or special revenue funds, when resources are derived exclusively from the direct revenues for the fund and do not involve long-term borrowing. The annual budget ordinance shall contain an appropriation of two percent of the estimated capital improvements sales tax fund revenues as a contingent appropriation for capital grant matches and project cost overruns. Contingency funds will be considered for capital improvement projects or capital maintenance projects which have been determined to be a priority based on the scores established pursuant to the Capital Asset Scoring Policy (Section 2-1957, Code of Ordinances).
- (7) *Debt service funds.* The debt service funds are used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest. The city shall maintain sufficient reserves in its debt service funds, which shall equal or exceed the requirements dictated by its bond ordinances.
- (8) *Claims and workers compensation funds.* The claims and workers compensation funds are used to cover general liability claims, automobile liability, fire coverage, public official liability claims, and workers' compensation claims on city employees. The city shall seek to establish and maintain a self-insurance reserve as recommended by the City's Risk Management Committee.
- (9) *City partner agencies.* As a condition of contract renewal, the following City partner agencies shall maintain minimum fund balance requirements as outlined below:
- (A) *Starlight Theater Association of Kansas City, Inc.* The Starlight Theater Association shall maintain a fund balance of no less than seventeen percent (17%) of operating expenditures.

- (B) *National WWI Museum and Memorial.* The National WWI Museum and Memorial shall maintain a fund balance of no less than seventeen percent (17%) of operating expenditures.
 - (C) *Convention and Visitors Bureau (VisitKC).* Any not-for-profit organization contracting with the City to serve as a promotional, convention, visitors and tourist center pursuant to RSMo. § 92.336 shall maintain a fund balance of no less than seventeen percent (17%) of operating expenditures.
 - (D) *Friends of the Zoo.* Friends of the Zoo shall maintain a fund balance of no less than seventeen percent (17%) of operating expenditures.
 - (E) *Kansas City Museum Foundation.* The Kansas City Museum Foundation shall maintain a fund balance of no less than seventeen percent (17%) of operating expenditures.
 - (F) *Kansas City Area Transportation Authority.* The Kansas City Area Transportation Authority shall maintain a fund balance of no less than seventeen percent (17%) of operating expenditures.
 - (G) *Kansas City Streetcar Authority.* The Kansas City Streetcar Authority shall maintain a fund balance of no less than seventeen percent (17%) of operating expenditures.
- (10) *Waiving recommended levels.* The city council may waive, by ordinance, the requirement to maintain reserves at the recommended levels if it finds that it is in the best interests of the city. However, for waivers related to the startup costs of recurring programs, this policy shall only be waived if the program will be supported by a commensurate increase in revenue or a decrease in expenditures.

Section 2. That the City Manager is hereby directed to require compliance with Code Section 2-1954(f)(9), City partner agencies, in all relevant contracts entered into or renewed after the effective date of this Ordinance.

..end

Approved as to form:

Samuel Miller
Assistant City Attorney

No Docket
Memo
Provided For
Ordinance
241071



File #: 241074

ORDINANCE NO. 241074

Sponsor: Councilmember Melissa Robinson

Amending various sections of Chapter 2, Code of Ordinances, Administration, and Chapter 38, Code of Ordinance, Civil Rights, to include persons with criminal histories in the classes of persons who may be aggrieved by alleged discrimination or unlawful practices under the City’s Code of Ordinances, in order to combat the long-term impacts of incarceration.

***** THIS ORDINANCE WILL BE HELD UNTIL January 7, 2025. *****

WHEREAS, currently the classes of persons protected by the City’s Code of Ordinances from unlawful discrimination include those persons aggrieved by alleged discrimination or unlawful practices due to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity, age, or source of income; and

WHEREAS, people with criminal histories often suffer from discrimination and as a result, struggle in many areas of life including employment, housing, and education; and

WHEREAS, in order to combat the long-term impacts of incarceration, it is the desire of the City to include persons with criminal histories in the classes of persons who may be aggrieved by alleged discrimination and/or unlawful practices; and

WHEREAS, on February 1, 2018, the City Council passed Committee Substitute for Ordinance No. 180034, which, among other things, prohibits discrimination against an applicant for employment based on the applicant’s criminal history; and

WHEREAS, on January 25, 2024, the City Council passed Committee Substitute for Ordinance No. 231019, which, among other things, prohibits discrimination against an applicant for housing based solely on the applicant’s prior convictions or arrests; and

WHEREAS, consistent with the City’s previous efforts to combat the long-term impacts of incarceration, it is the desire of the City to take further steps to prohibit the unlawful discrimination against people with criminal histories; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinance of Kansas City, Missouri, is hereby amended by repealing Sections 2-364, 2-366, 2-367, and 2-1115, and enacting in lieu thereof new sections of like number and subject matter to read as follows:

Sec. 2-364. Equal employment opportunity policy.

(a) It is the policy of the city that all persons regardless of race, religion, color, sex (including pregnancy), national origin, ancestry, age (over 40), disability, marital status, genetic information, gender identity, sexual orientation, or criminal history status shall have an equal opportunity of employment including: recruitment, hiring, training, benefits, transfers, layoff, demotions, terminations, compensation, and any other terms or conditions of employment.

(b) It is the policy of the city that discrimination directed at or harassment of employees based on race, religion, color, sex (including pregnancy), national origin, ancestry, age (over 40), disability, marital status, genetic information, gender identity, sexual orientation, or criminal history status will not be tolerated in the workplace and is hereby prohibited. The director of human resources shall maintain a policy against inappropriate conduct that could lead to or be perceived as discrimination and harassment, including where such conduct may be reported.

(c) All city employees shall be notified of the city's equal opportunity/diversity program and the city's EEO policy.

(d) It is the policy of the city that retaliation against any person because that individual made a report, testified, assisted or participated in any manner in an investigation under the city's EEO policy or opposed any practice prohibited by the city's EEO policy is prohibited and will not be tolerated in the city workplace and is hereby prohibited. The director of human resources shall implement a policy against inappropriate conduct that is retaliatory as defined by this section, including where such conduct may be reported.

(e) Inappropriate sexual activity in the workplace, even between consenting adults, is prohibited and will not be tolerated in the city workplace.

(f) The city's EEO policy is designed to correct and prevent inappropriate conduct that could lead to or be perceived as discrimination, harassment or retaliation based on one or more protected categories listed in section (a), regardless of whether such conduct violates any law. A finding of violation of the city's EEO policy should not be considered a finding by the city that any state or federal law has been violated.

(g) For the purposes of this section, it shall not be a violation for the city to:

- (1) Base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, if the director of human resources can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- (2) Exclude an applicant with certain criminal convictions from employment due to local, state or federal law or regulation.

Sec. 2-366. Responsibility for equal employment opportunity/diversity program.

The director of human resources, through the office of equal employment opportunity/diversity will be responsible for the development and administration of a comprehensive equal employment opportunity/diversity program. This office shall be responsible for the following functions:

- (1) Encourage and promote programs for underrepresented groups that involve them at all levels of city employment.
- (2) Formulate the city equal employment opportunity/diversity program, procedures and problem identification for each department. In this regard, the office will work with the department director or their designee to establish individual department policy.
- (3) Design and implement monitoring and reporting systems to measure the effectiveness of the city's equal employment opportunity/diversity program.
- (4) Design and implement a system internally to mediate and/or resolve employee complaints of EEO policy violations.
- (5) Attempt to ensure that all persons are accorded equal employment opportunities by city departments.
- (6) Develop programs and policies that create an atmosphere in city government that values diversity and equal treatment regardless of race, religion, color, ancestry, sex (including pregnancy), national origin, age (over 40), disability, marital status, genetic information, gender identity, sexual orientation, or criminal history status.
- (7) Accumulate and evaluate data from all departments to attempt to ensure appropriate employment opportunities for underrepresented groups in all job classifications of the city.
- (8) Mediate/conciliate employee complaints filed under section 2-367 of this article.

Sec. 2-367. Reports and complaints.

(a) The city's EEO office will oversee and keep records on the enforcement of the city's EEO policy.

(b) Any employee who believes they have been discriminated against or harassed because of their race, religion, color, sex (including pregnancy), national origin, ancestry, age (over 40), disability, marital status, genetic information, gender identity, sexual orientation, or criminal history status, or who believes that another person has violated the city's EEO policy, or who believes they or someone else is being retaliated against because they made a complaint or

report or testified, assisted or participated in any manner in an investigation under the city's EEO policy or opposed any practice prohibited by the city's EEO policy must submit a report or complaint with the city's EEO office and provide enough information that the allegations can be evaluated and, when warranted, investigated.

(c) Employees are required to promptly report reasonably suspected violations of the city's EEO policy. Complaints or reports of reasonably suspected violations of the city's EEO policy shall be filed immediately, and in any event shall be filed no later than 300 days from the last act of discrimination, harassment, or retaliation, unless good cause for delaying the complaint is shown as determined by the human resources director. In addition to good cause, alleged violations occurring more than 300 days prior to reporting may be investigated if they are part of a continuing violation of the city's EEO policy. Any supervisory employee who receives a report or complaint or who observes or otherwise becomes aware of any reasonably suspected conduct that may violate the city's EEO policy shall report it to the city's EEO office within 48 hours of being put on notice of the conduct. Supervisory employees may not report to any other party, except the city EEO office and reporting to any other party is prohibited and shall not be considered compliance with the reporting requirements of this section.

(d) During the period beginning with the filing of such complaint or report, the city's EEO office may recommend conciliation/mediation to seek to resolve the complaint or report.

(e) Investigations of complaints or reports of a reasonably suspected violation of the city's EEO policy. Upon receiving a complaint or report, the human resources director shall immediately take whatever action is necessary to protect the person making the complaint or submitting the report from any continued or additional inappropriate conduct and from retaliatory acts. The city's EEO office will conduct an initial inquiry into the complaint or report to determine if the complaint or report warrants further investigation. If further investigation is required, the city's EEO office will investigate the complaint or report. Those assigned to investigate complaints and reports will prepare a finding of facts and present these findings to a committee made up of the director of human resources or designee, assistant city manager, and chief equity officer. This committee will review the findings of fact and issue a determination. If it is found that a violation of the city's EEO policy has occurred, the committee will recommend corrective or disciplinary action to the human resources director in an effort to end or to prevent the recurrence of any violations of the city's EEO policy. The human resources director shall not issue corrective or disciplinary measures that would conflict with the committee recommendation without city manager approval.

(f) Complaints to outside agencies. City employees may submit complaints of discrimination, harassment and retaliation to the equal employment opportunity commission or the Missouri Commission on Human Rights in accordance with the procedures and limitations applicable to those agencies. In the event an employee files a complaint alleging the same act or practice with an outside agency, the city's EEO office shall continue its investigation. In the event an employee elects to file a complaint only with an outside agency, the city's EEO office will defer to the outside agency to conduct the investigation.

Sec. 2-1115. Reduction in force; layoffs.

A department head may separate any employee without prejudice because of lack of funds or curtailment of work, after giving notice of at least ten working days to such employee. However, no regular employee shall be separated from the affected department while there are employees serving in essentially the same job class/title under the following areas of employment in the following order:

- (1) Temporary service agencies;
- (2) Seasonal;
- (3) Limited term contracts;
- (4) Limited term merits;
- (5) Initial probationary period;
- (6) Employees on special performance rating periods;
- (7) Provisional;
- (8) Part-time.

Whenever a classified position is abolished or a reduction in force becomes necessary, layoffs shall be accomplished in the following manner:

- (1) For all classified positions:
 - a. Affected employees considered non-exempt from certain overtime provisions of the Fair Labor Standards Act will be laid off in that department in inverse order of their total continuous city service within the same job classification, in accordance with the current pay ordinance, unless one or more criteria established by the director of human resources is present.
 - b. Affected employees considered exempt from certain overtime provisions of the Fair Labor Standards Act shall be subject to layoff in that department in inverse order of total continuous city service within the same job classification, in accordance with the current pay ordinance, unless one or more criteria established by the director of human resources is present.
- (2) Transfer, demotion or promotion in lieu of layoff. Whenever employees are to be laid off, the human resources director may transfer, demote or promote an employee to another vacant position in the city in order of total continuous city service providing that:

- a. Positions are authorized, budgeted, and the city intends to fill the vacancies.
 - b. Employee meets qualifications of the new position as determined by the human resources director.
 - c. The department director agrees to place the employee in the vacant position.
- (3) Salary adjustments upon demotion. The city manager has the authority to determine whether:
- a. The employees salary will be adjusted in accordance with the pay ordinance in effect; or
 - b. In the event of a demotion, the salary of an affected employee may be stabilized for a period not to exceed three months. However, after this period, the employees salary will be reduced consistent with the pay ordinance in effect.
- (4) Procedures. The Human Resources Director may waive any of the above provisions and implement the following as it relates to:
- a. Any department with a vacancy must accept an affected employee who has been certified and is qualified for the vacancy.
 - b. If an affected employee refuses the position offered, it will be the employee's responsibility to compete for other positions within the city system through the established competitive process.
 - c. The human resources department may coordinate outplacement assistance for those associates who leave the organization.
 - d. Decisions for layoff must be approved by the human resources director. An employee may file a written appeal to the city manager or designee to determine if the layoff was in compliance with the ordinance in effect. This appeal must be filed within ten calendar days of the effective date of action.
- (5) Within their authority, the city manager shall be authorized to develop and enter into severance agreements with displaced employees. Employees who receive severance pay shall not be eligible for reemployment with the city for one year from the effective date of their termination. In special circumstances, where an individual possesses specialized knowledge, skills and/or abilities needed by the city, upon written request by the hiring department, the director of human

resources may waive the prohibition against an employee being reemployed by the city prior to the expiration of the 12-month period.

- (6) Nondiscrimination in reduction in force. Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's race, color, religion, national origin or ancestry, gender, sexual orientation, age, marital status, disability, or criminal history status.
- (7) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 500-American Federation of State, County and Municipal Employees, employees will be laid off in accordance with the provisions of the memorandum of understanding.
- (8) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 42-International Association of Fire Fighters, employees will be laid off in accordance with the provisions of the memorandum of understanding.
- (9) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 3808—International Association of Fire Fighters, employees will be laid off in accordance with the provisions of the memorandum of understanding.

Section 2. That Chapter 38, Code of Ordinances of Kansas City, Missouri, is hereby amended by repealing Sections 38-107, 38-109, and 38-113, and enacting in lieu thereof new sections of like number and subject matter to read as follows:

Sec. 38-107. Discrimination in commercial real estate loans.

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan or other financial assistance because of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, handicap, criminal history status or familial status to a person applying therefor for the purpose of purchasing, construction, improving, repairing or maintaining a dwelling, or to discriminate against them in fixing the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance, because of the race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, handicap, criminal history status or familial status of such person or of any person associated with them in connection with such loan or other financial assistance, or of the present or prospective owners, lessees, tenants or occupants, of the dwellings in relation to which such loan or other financial assistance is to be made or given.

Sec. 38-109. Discrimination in the provision of brokerage services.

It shall be unlawful for any person to deny any other person right to membership or participation in any multiple listing service, real estate brokers' organization or other service,

organization or facility relating to the business of selling or renting dwellings, or to discriminate against any person in terms or conditions of such access, membership or participation, on the account of race, color, religion, national origin, sex, sexual orientation, gender identity, disability, marital status, familial status or criminal history status.

Sec. 38-113. Discriminatory accommodation practices.

(a) It shall be a discriminatory accommodation practice for any owner, agent or employee of any place of public accommodation, directly or indirectly, to refuse, withhold from or deny to any person any of the accommodations mentioned in this chapter or to discriminate against any person in the furnishing thereof on account of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation, gender identity, or criminal history status of such person, or directly or indirectly public, circulate or display any written or printed communication, notice or advertisement to the effect that any of the accommodations or the facilities of such place of public accommodation will be refused, withheld from or denied to any person on account of race, religion, color, ancestry, national origin, sex, disability, marital status, familial status, sexual orientation, gender identity, or criminal history status, or that, for such reasons, the patronage or custom of any person described in this section is unwelcome or objectionable or not acceptable to such place.

(b) It shall be a discriminatory accommodation practice for any owner, agent, operator or employee of a business or facility within a redevelopment area to use a prohibited dress code as defined in section 38-1, directly or indirectly, to refuse, withhold from or deny to any person any of the accommodations mentioned in this chapter or to discriminate against any person in the furnishing thereof on account of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation, gender identity, or criminal history status of such person. Any dress code enforced in a redevelopment area or in any establishment within such area must be posted in accordance with the requirements of section 10-331(d), and must contain the phone number of the city's civil rights and equal opportunity department and a phone number of a representative of the establishment who is available to respond to complaints regarding the enforcement of the dress code during all hours when the establishment is open or such dress code is in effect. Any such dress code shall list all prohibited items of dress. Notwithstanding the foregoing, nothing herein shall be construed as prohibiting:

- (1) Any owner or operator of a business or facility within a redevelopment area from establishing an employee dress code or requiring that an employee abide by the employee dress code while at work.
- (2) Any owner, agent, operator or employee of a business or facility within a redevelopment area from affirmatively requiring the wearing of specified articles of clothing, which may include collared shirts and ties, sports jackets, business suits, business casual, formal clothing or smart casual clothing in keeping with the ambiance and quality of the particular business or facility and formal footwear, so long as the requirements are enforced with regard to each and every patron, regardless of race, religion, color, ancestry, national origin, sex, marital status,

familial status, disability, sexual orientation, gender identity, or criminal history status.

..end

Approved as to form:

Julian Langenkamp
Assistant City Attorney

COMPARED VERSION
NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. 241074

Amending various sections of Chapter 2, Code of Ordinances, Administration, and Chapter 38, Code of Ordinance, Civil Rights, to include persons with criminal histories in the classes of persons who may be aggrieved by alleged discrimination or unlawful practices under the City's Code of Ordinances, in order to combat the long-term impacts of incarceration.

WHEREAS, currently the classes of persons protected by the City's Code of Ordinances from unlawful discrimination include those persons aggrieved by alleged discrimination or unlawful practices due to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity, age, or source of income; and

WHEREAS, people with criminal histories often suffer from discrimination and as a result, struggle in many areas of life including employment, housing, and education; and

WHEREAS, in order to combat the long-term impacts of incarceration, it is the desire of the City to include persons with criminal histories in the classes of persons who may be aggrieved by alleged discrimination and/or unlawful practices; and

WHEREAS, on February 1, 2018, the City Council passed Committee Substitute for Ordinance No. 180034, which, among other things, prohibits discrimination against an applicant for employment based on the applicant's criminal history; and

WHEREAS, on January 25, 2024, the City Council passed Committee Substitute for Ordinance No. 231019, which, among other things, prohibits discrimination against an applicant for housing based solely on the applicant's prior convictions or arrests; and

WHEREAS, consistent with the City's previous efforts to combat the long-term impacts of incarceration, it is the desire of the City to take further steps to prohibit the unlawful discrimination against people with criminal histories; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinance of Kansas City, Missouri, is hereby amended by repealing Sections 2-364, 2-366, 2-367, and 2-1115, and enacting in lieu thereof new sections of like number and subject matter to read as follows:

Sec. 2-364. Equal employment opportunity policy.

(a) It is the policy of the city that all persons regardless of race, religion, color, sex (including pregnancy), national origin, ancestry, age (over 40), disability, marital status, genetic information, gender identity, sexual orientation, or criminal history status shall have an equal opportunity of employment including: recruitment, hiring, training, benefits, transfers, layoff, demotions, terminations, compensation, and any other terms or conditions of employment.

(b) It is the policy of the city that discrimination directed at or harassment of employees based on race, religion, color, sex (including pregnancy), national origin, ancestry, age (over 40), disability, marital status, genetic information, gender identity, sexual orientation, or criminal history status will not be tolerated in the workplace and is hereby prohibited. The director of human resources shall maintain a policy against inappropriate conduct that could lead to or be perceived as discrimination and harassment, including where such conduct may be reported.

(c) All city employees shall be notified of the city's equal opportunity/diversity program and the city's EEO policy.

(d) It is the policy of the city that retaliation against any person because that individual made a report, testified, assisted or participated in any manner in an investigation under the city's EEO policy or opposed any practice prohibited by the city's EEO policy is prohibited and will not be tolerated in the city workplace and is hereby prohibited. The director of human resources shall implement a policy against inappropriate conduct that is retaliatory as defined by this section, including where such conduct may be reported.

(e) Inappropriate sexual activity in the workplace, even between consenting adults, is prohibited and will not be tolerated in the city workplace.

(f) The city's EEO policy is designed to correct and prevent inappropriate conduct that could lead to or be perceived as discrimination, harassment or retaliation based on one or more protected categories listed in section (a), regardless of whether such conduct violates any law. A finding of violation of the city's EEO policy should not be considered a finding by the city that any state or federal law has been violated.

(g) For the purposes of this section, it shall not be a violation for the city to:

- (1) Base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, if the director of human resources can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- (2) Exclude an applicant with certain criminal convictions from employment due to local, state or federal law or regulation.

Sec. 2-366. Responsibility for equal employment opportunity/diversity program.

The director of human resources, through the office of equal employment opportunity/diversity will be responsible for the development and administration of a comprehensive equal employment opportunity/diversity program. This office shall be responsible for the following functions:

- (1) Encourage and promote programs for underrepresented groups that involve them at all levels of city employment.

- (2) Formulate the city equal employment opportunity/diversity program, procedures and problem identification for each department. In this regard, the office will work with the department director or their designee to establish individual department policy.
- (3) Design and implement monitoring and reporting systems to measure the effectiveness of the city's equal employment opportunity/diversity program.
- (4) Design and implement a system internally to mediate and/or resolve employee complaints of EEO policy violations.
- (5) Attempt to ensure that all persons are accorded equal employment opportunities by city departments.
- (6) Develop programs and policies that create an atmosphere in city government that values diversity and equal treatment regardless of race, religion, color, ancestry, sex (including pregnancy), national origin, age (over 40), disability, marital status, genetic information, gender identity, sexual orientation, or criminal history status.
- (7) Accumulate and evaluate data from all departments to attempt to ensure appropriate employment opportunities for underrepresented groups in all job classifications of the city.
- (8) Mediate/conciliate employee complaints filed under section 2-367 of this article.

Sec. 2-367. Reports and complaints.

(a) The city's EEO office will oversee and keep records on the enforcement of the city's EEO policy.

(b) Any employee who believes they have been discriminated against or harassed because of their race, religion, color, sex (including pregnancy), national origin, ancestry, age (over 40), disability, marital status, genetic information, gender identity, sexual orientation, or criminal history status, or who believes that another person has violated the city's EEO policy, or who believes they or someone else is being retaliated against because they made a complaint or report or testified, assisted or participated in any manner in an investigation under the city's EEO policy or opposed any practice prohibited by the city's EEO policy must submit a report or complaint with the city's EEO office and provide enough information that the allegations can be evaluated and, when warranted, investigated.

(c) Employees are required to promptly report reasonably suspected violations of the city's EEO policy. Complaints or reports of reasonably suspected violations of the city's EEO policy shall be filed immediately, and in any event shall be filed no later than 300 days from the last act of discrimination, harassment, or retaliation, unless good cause for delaying the complaint is shown as determined by the human resources director. In addition to good cause, alleged violations occurring more than 300 days prior to reporting may be investigated if they are part of a continuing violation of the city's EEO policy. Any supervisory employee who receives a report or complaint or who observes or otherwise becomes aware of any reasonably suspected conduct that may violate

the city's EEO policy shall report it to the city's EEO office within 48 hours of being put on notice of the conduct. Supervisory employees may not report to any other party, except the city EEO office and reporting to any other party is prohibited and shall not be considered compliance with the reporting requirements of this section.

(d) During the period beginning with the filing of such complaint or report, the city's EEO office may recommend conciliation/mediation to seek to resolve the complaint or report.

(e) Investigations of complaints or reports of a reasonably suspected violation of the city's EEO policy. Upon receiving a complaint or report, the human resources director shall immediately take whatever action is necessary to protect the person making the complaint or submitting the report from any continued or additional inappropriate conduct and from retaliatory acts. The city's EEO office will conduct an initial inquiry into the complaint or report to determine if the complaint or report warrants further investigation. If further investigation is required, the city's EEO office will investigate the complaint or report. Those assigned to investigate complaints and reports will prepare a finding of facts and present these findings to a committee made up of the director of human resources or designee, assistant city manager, and chief equity officer. This committee will review the findings of fact and issue a determination. If it is found that a violation of the city's EEO policy has occurred, the committee will recommend corrective or disciplinary action to the human resources director in an effort to end or to prevent the recurrence of any violations of the city's EEO policy. The human resources director shall not issue corrective or disciplinary measures that would conflict with the committee recommendation without city manager approval.

(f) Complaints to outside agencies. City employees may submit complaints of discrimination, harassment and retaliation to the equal employment opportunity commission or the Missouri Commission on Human Rights in accordance with the procedures and limitations applicable to those agencies. In the event an employee files a complaint alleging the same act or practice with an outside agency, the city's EEO office shall continue its investigation. In the event an employee elects to file a complaint only with an outside agency, the city's EEO office will defer to the outside agency to conduct the investigation.

Sec. 2-1115. Reduction in force; layoffs.

A department head may separate any employee without prejudice because of lack of funds or curtailment of work, after giving notice of at least ten working days to such employee. However, no regular employee shall be separated from the affected department while there are employees serving in essentially the same job class/title under the following areas of employment in the following order:

- (1) Temporary service agencies;
- (2) Seasonal;
- (3) Limited term contracts;
- (4) Limited term merits;
- (5) Initial probationary period;

- (6) Employees on special performance rating periods;
- (7) Provisional;
- (8) Part-time.

Whenever a classified position is abolished or a reduction in force becomes necessary, layoffs shall be accomplished in the following manner:

- (1) For all classified positions:
 - a. Affected employees considered non-exempt from certain overtime provisions of the Fair Labor Standards Act will be laid off in that department in inverse order of their total continuous city service within the same job classification, in accordance with the current pay ordinance, unless one or more criteria established by the director of human resources is present.
 - b. Affected employees considered exempt from certain overtime provisions of the Fair Labor Standards Act shall be subject to layoff in that department in inverse order of total continuous city service within the same job classification, in accordance with the current pay ordinance, unless one or more criteria established by the director of human resources is present.
- (2) Transfer, demotion or promotion in lieu of layoff. Whenever employees are to be laid off, the human resources director may transfer, demote or promote an employee to another vacant position in the city in order of total continuous city service providing that:
 - a. Positions are authorized, budgeted, and the city intends to fill the vacancies.
 - b. Employee meets qualifications of the new position as determined by the human resources director.
 - c. The department director agrees to place the employee in the vacant position.
- (3) Salary adjustments upon demotion. The city manager has the authority to determine whether:
 - a. The employees salary will be adjusted in accordance with the pay ordinance in effect; or
 - b. In the event of a demotion, the salary of an affected employee may be stabilized for a period not to exceed three months. However, after this period, the employees salary will be reduced consistent with the pay ordinance in effect.

- (4) Procedures. The Human Resources Director may waive any of the above provisions and implement the following as it relates to:
- a. Any department with a vacancy must accept an affected employee who has been certified and is qualified for the vacancy.
 - b. If an affected employee refuses the position offered, it will be the employee's responsibility to compete for other positions within the city system through the established competitive process.
 - c. The human resources department may coordinate outplacement assistance for those associates who leave the organization.
 - d. Decisions for layoff must be approved by the human resources director. An employee may file a written appeal to the city manager or designee to determine if the layoff was in compliance with the ordinance in effect. This appeal must be filed within ten calendar days of the effective date of action.
- (5) Within their authority, the city manager shall be authorized to develop and enter into severance agreements with displaced employees. Employees who receive severance pay shall not be eligible for reemployment with the city for one year from the effective date of their termination. In special circumstances, where an individual possesses specialized knowledge, skills and/or abilities needed by the city, upon written request by the hiring department, the director of human resources may waive the prohibition against an employee being reemployed by the city prior to the expiration of the 12-month period.
- (6) Nondiscrimination in reduction in force. Layoffs and demotions which result from a reduction in force shall be made without regard to an employee's race, color, religion, national origin or ancestry, gender, sexual orientation, age, marital status, disability, or criminal history status.
- (7) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 500-American Federation of State, County and Municipal Employees, employees will be laid off in accordance with the provisions of the memorandum of understanding.
- (8) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 42-International Association of Fire Fighters, employees will be laid off in accordance with the provisions of the memorandum of understanding.
- (9) For those classes of positions covered by the provisions of the memorandum of understanding between the city and Local 3808—International Association of Fire Fighters, employees will be laid off in accordance with the provisions of the memorandum of understanding.

Section 2. That Chapter 38, Code of Ordinances of Kansas City, Missouri, is hereby amended by repealing Sections 38-107, 38-109, and 38-113, and enacting in lieu thereof new sections of like number and subject matter to read as follows:

Sec. 38-107. Discrimination in commercial real estate loans.

It shall be unlawful for any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part in the making of commercial real estate loans, to deny a loan or other financial assistance because of race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, handicap, criminal history status or familial status to a person applying therefor for the purpose of purchasing, construction, improving, repairing or maintaining a dwelling, or to discriminate against them in fixing the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance, because of the race, color, religion, national origin, ancestry, sex, sexual orientation, gender identity, handicap, criminal history status or familial status of such person or of any person associated with them in connection with such loan or other financial assistance, or of the present or prospective owners, lessees, tenants or occupants, of the dwellings in relation to which such loan or other financial assistance is to be made or given.

Sec. 38-109. Discrimination in the provision of brokerage services.

It shall be unlawful for any person to deny any other person right to membership or participation in any multiple listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting dwellings, or to discriminate against any person in terms or conditions of such access, membership or participation, on the account of race, color, religion, national origin, sex, sexual orientation, gender identity, disability, marital status, familial status or criminal history status.

Sec. 38-113. Discriminatory accommodation practices.

(a) It shall be a discriminatory accommodation practice for any owner, agent or employee of any place of public accommodation, directly or indirectly, to refuse, withhold from or deny to any person any of the accommodations mentioned in this chapter or to discriminate against any person in the furnishing thereof on account of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation, gender identity, or criminal history status of such person, or directly or indirectly public, circulate or display any written or printed communication, notice or advertisement to the effect that any of the accommodations or the facilities of such place of public accommodation will be refused, withheld from or denied to any person on account of race, religion, color, ancestry, national origin, sex, disability, marital status, familial status, sexual orientation, gender identity, or criminal history status, or that, for such reasons, the patronage or custom of any person described in this section is unwelcome or objectionable or not acceptable to such place.

(b) It shall be a discriminatory accommodation practice for any owner, agent, operator or employee of a business or facility within a redevelopment area to use a prohibited dress code as defined in section 38-1, directly or indirectly, to refuse, withhold from or deny to any person any of the accommodations mentioned in this chapter or to discriminate against any person in the furnishing thereof on account of race, religion, color, ancestry, national origin, sex, marital status,

familial status, disability, sexual orientation, gender identity, or criminal history status of such person. Any dress code enforced in a redevelopment area or in any establishment within such area must be posted in accordance with the requirements of section 10-331(d), and must contain the phone number of the city's civil rights and equal opportunity department and a phone number of a representative of the establishment who is available to respond to complaints regarding the enforcement of the dress code during all hours when the establishment is open or such dress code is in effect. Any such dress code shall list all prohibited items of dress. Notwithstanding the foregoing, nothing herein shall be construed as prohibiting:

- (1) Any owner or operator of a business or facility within a redevelopment area from establishing an employee dress code or requiring that an employee abide by the employee dress code while at work.

- (2) Any owner, agent, operator or employee of a business or facility within a redevelopment area from affirmatively requiring the wearing of specified articles of clothing, which may include collared shirts and ties, sports jackets, business suits, business casual, formal clothing or smart casual clothing in keeping with the ambiance and quality of the particular business or facility and formal footwear, so long as the requirements are enforced with regard to each and every patron, regardless of race, religion, color, ancestry, national origin, sex, marital status, familial status, disability, sexual orientation, gender identity, or criminal history status.

Approved as to form:

Julian Langenkamp
Assistant City Attorney

No
Docket
Memo
Provided
For
Ordinance
241074



File #: 240695

T[COMMITTEE SUBSTITUTE FOR] ORDINANCE NO. 240695

Sponsor: Councilperson Melissa Robinson
COMMITTEE SUBSTITUTE

Calling an election on April 8, 2025, for the purpose of renewing a one-quarter cent capital improvement – public safety sales tax for 15 years; setting forth the ballot language to be used; directing the City Clerk to provide notice of election; amending Chapter 68, Article VII, Code of Ordinances by enacting a new Section 68-447.5 contingent upon voter approval; directing the City Clerk to provide notice to the Director of Revenue if the sales tax question is passed by the voters; declaring the intent of the City Council to maintain the currently imposed capital improvement – public safety sales tax through its current expiration of June 30, 2026; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, in an election held on November 2, 2010, the qualified voters of the City previously approved the extension of a sales tax authorized by Section 94.577, RSMo., to expire on June 30, 2026; and

WHEREAS, The City Council hereby declares its intent to maintain the currently imposed sales tax in Code of Ordinances Section 68-447 through June 30, 2026, and, that if approved by the voters, the tax described in Section 5 shall be imposed in accordance with that section thereafter; NOW THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That an election is called on April 8, 2025 for the purpose of submitting to the qualified voters of Kansas City, Missouri the question of renewing a capital improvement sales tax authorized by Section 94.577, Revised Statutes of Missouri.

Section 2. The ballot title for the sales tax proposition shall be:

QUESTION ____
SHALL THE FOLLOWING BE APPROVED?

Shall the City of Kansas City, Missouri continue to impose a sales tax authorized by Section 94.577 of the Revised Statutes of Missouri for a period of 15 years at a rate of 1/4% to be used for the construction, operation, and maintenance of capital

improvements, including capital improvements related to public safety purposes, and which may include the retirement of debt under previously authorized indebtedness or to repay bonds not yet issued?

This sales tax would continue the existing sales tax authorized by Section 94.577 of the Revised Statutes of Missouri and scheduled to expire on June 30, 2026.

Section 3. The Notice of Election shall read as follows:

NOTICE OF ELECTION

CITY OF KANSAS CITY, MISSOURI

Notice is given to the qualified voters of the City of Kansas City, Missouri, that the City Council has called a special election to be held in the City on April 8, 2025, commencing at 6:00 A.M. and closing at 7:00 P.M., on the question contained in the following sample ballot:

OFFICIAL BALLOT

CITY OF KANSAS CITY, MISSOURI

GENERAL ELECTION APRIL 8, 2025

QUESTION NO. ____

Capital Improvements Sales Tax – Public Safety

Shall the City of Kansas City, Missouri continue to impose a sales tax authorized by Section 94.577 of the Revised Statutes of Missouri for a period of 15 years at a rate of 1/4% to be used for the construction, operation, and maintenance of capital improvements, including capital improvements related to public safety purposes, and which may include the retirement of debt under previously authorized indebtedness or to repay bonds not yet issued?

This sales tax would continue the existing sales tax authorized by Section 94.577 of the Revised Statutes of Missouri and scheduled to expire on June 30, 2026.

YES ____

NO ____

Instructions to voters will be supplied by the election authorities.

A complete copy of Committee Substitute for Ordinance No. 240695, (as it may be amended) submitting this question to the electorate is on file in the Office of the City Clerk of Kansas City, Missouri, and is open for inspection and copying.

The election will be held at the following polling places in the City of Kansas City, Missouri: [insert list in last publication only]

I hereby certify that the foregoing is the legal notice to be published pursuant to Section 115.127, Revised Statutes of Missouri, as amended.

Given under my hand and the official seal of the City of Kansas City, Missouri, this ____ day of _____, 20____.

(SEAL)

Marilyn Sanders
City Clerk of Kansas City, Missouri

Before me, a notary public, personally appeared Marilyn Sanders, to me known to be the City Clerk of Kansas City, Missouri, and the person who acknowledged to me that she executed the same for the purposes therein stated.

Notary Public

My Commission Expires: _____

Section 4. That following the passage of this ordinance, the City Clerk shall deliver certified copies of this ordinance and notice of election to the Clerk of Cass County, Board of Election Commissioners of Clay County, Board of Election Commissioners of Kansas City, and Board of Election Commissioners of Platte County, not later than January 28, 2025, which shall be the authority of each election authority of the City to submit the amendment to the electors of Kansas City and to give public notice as provided by law.

Section 5. That upon voter approval of the ballot question described in Sections 2 and 3 of this Ordinance, Code of Ordinances Chapter 68, Article VII, entitled “Sales Taxes,” shall be amended by enacting a new section 68-477.5 to read as follows:

Sec 68-447.5. Imposition of tax (Public Safety 2026)

Pursuant to the authority granted by and subject to the provisions of Section 94.577, RSMo., a tax for the benefit of the city is hereby imposed upon all sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail to the extent and in the manner provided in Sections 144.010–144.525, RSMo., and the rules and regulations of the director of revenue issued pursuant thereto. The rate of tax shall be 1/4 percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the city, if such property and such services are subject to taxation by the

state under the provisions of Sections 144.010–144.525, RSMo. The tax shall become effective on July 1, 2026 for a period of fifteen (15) years and shall apply to all sales made after June 30, 2026, and shall be collected as provided in Section 94.577, RSMo.

Section 6. If approved by the voters, the City Clerk shall, within ten (10) days after the approval, forward to the Missouri Director of Revenue by United States registered or certified mail, a certified copy of this ordinance together with certifications of the election returns accompanied by a map of the City clearly showing its boundaries.

Section 7. The City Council hereby declares its intent to maintain the currently imposed sales tax in Code of Ordinances Section 68-447 through June 30, 2026, and, that if approved by the voters, the tax described in Section 5 shall be imposed in accordance with that section thereafter.

Section 8. That this ordinance, calling for an election and providing for the submission of a proposal to the people of Kansas City, Missouri, is hereby recognized as an ordinance with an accelerated effective date within the meaning of Section 503(a)(3)(A) of the Charter, and as such shall become effective immediately following approval by the Mayor or five days after passage if no action is taken by the Mayor to approve or veto the ordinance.

..end

Approved as to form:

Samuel Miller
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240695

Submitted Department/Preparer: Finance

Revised 6/10/24

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

Executive Summary

Calling an election on November 5, 2024, for the purpose of renewing a one-quarter cent capital improvement - public safety sales tax for 32 years; setting forth the ballot language to be used; directing the City Clerk to provide notice of election; amending Chapter 68, Article VII, Code of Ordinances by repealing existing Section 68-447 and enacting in lieu thereof a section of like number and subject matter contingent upon voter approval; directing the City Clerk to provide notice to the Director of Revenue if the sales tax question is passed by the voters; declaring the intent of the City Council to maintain the currently imposed capital improvement - public safety sales tax should the sales tax question not be approved by the voters; and recognizing this ordinance as having an accelerated effective date.

Discussion

In an election held on November 2, 2010, the qualified voters of the City previously approved the extension of a sales tax authorized by Section 94.577, RSMo., to expire on June 30, 2026. A new election will be held November 5, 2024 for qualified voters of the City to determine renewal.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
Public Safety Sales Tax Fund - 2320
3. How does the legislation affect the current fiscal year?
No
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

If renewed, the one-quarter cent capital improvement public safety sales tax is for 32 years.

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

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
- Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
 - Ensure adequate resources are provided for continued maintenance of existing infrastructure.
 - Focus on delivery of safe connections to schools.

Prior Legislation

Ordinance 100656, which was the previous ordinance that called for an election on November 2, 2010 for a 15 year renewal of the one-quarter cent public safety sales tax.

Service Level Impacts

This legislation helps ensure that proper funding is received for public safety capital expenditure needs (police, emergency medical services, and emergency management).

Other Impacts

1. What will be the potential health impacts to any affected groups?
This sales tax helps to finance KCPD facility construction and improvements along with public safety capital expenditures (police, emergency medical services, and emergency management).
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
This legislation helps to ensure that proper funding is received for public safety capital expenditure needs.
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

No(Press tab after selecting)



File #: 241004

ORDINANCE NO 241004

Sponsor: City Manager's Office

Authorizing the City Manager to execute a pre-development agreement with Evergy, Inc., for the development of a solar photovoltaic project on Kansas City International Airport property and establishing terms and conditions for the project development.

WHEREAS, the City of Kansas City, Missouri, has a commitment to reducing carbon emissions and enhancing air quality for its residents and visitors through sustainable energy initiatives; and

WHEREAS, the City desires to create a reliable, resilient energy supply through a solar array that can support future regional growth, located on approximately 2,000 acres within the Kansas City International Airport; and

WHEREAS, a solar project could provide up to 500 megawatts of electricity, aligning with the City's Climate Protection & Resilience Plan and its goal to achieve carbon neutrality by 2030; and

WHEREAS, Evergy, Inc., through its proposal, has been identified as offering the greatest potential benefit for the Kansas City region in developing this solar project; and

WHEREAS, the City and Evergy, Inc. seek to enter into a pre-development agreement to initiate engineering, design, permitting, and regulatory compliance activities essential to the project's completion; and

WHEREAS, the City and Evergy, Inc. anticipate further agreements, including an Option and Lease Agreement and final development agreements, to solidify long-term commitments to the project; and

WHEREAS, the City Council acknowledges that this pre-development agreement will serve as a foundational step to achieve the City's renewable energy and environmental goals; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to execute a pre-development agreement with Evergy, Inc., substantially in the form attached to this ordinance and on file in

the City Manager's Office, to establish the initial terms, conditions, and obligations required for the proposed solar photovoltaic project at the Kansas City International Airport.

Section 2. The pre-development agreement will include provisions for:

- **Site Assessments and Permitting:** Evergy, Inc., shall conduct environmental and site assessments, permitting applications, and regulatory compliance documentation.
- **Project Design:** Evergy, Inc., shall complete a 10% project design package required for grid interconnection applications with the Southwest Power Pool.
- **Financial Commitments:** Evergy, Inc., will finance and coordinate the project's design, construction, and operational activities while working in good faith with the City to secure necessary incentives and minimize energy rate impacts.
- **Additional Obligations:** Both parties agree to collaborate on workforce and subcontractor goals, including adherence to local hiring and business enterprise goals as outlined by the City's Civil Rights and Equal Opportunity Department.

Section 3. That the City Manager is authorized to negotiate a Ground Lease, Lease Option, and subsequent agreements with Evergy, Inc., subject to City Council approval, to finalize land use and development terms for the solar project at the Kansas City International Airport.

Section 4. That this ordinance shall take effect immediately upon passage, as it relates to the development of a public improvement and is therefore recognized as having an accelerated effective date pursuant to Section 503(a)(3)(D) of the City Charter.

..end

Approved as to form:

Emalea Black
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: [Click 241004](#)

Submitted Department/Preparer:

Revised 6/10/24

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

Executive Summary

Authorizing the City Manager to execute a pre-development agreement with the 816 Consortium for the development of a solar photovoltaic project on Kansas City International Airport property, and establishing terms and conditions for the project development.

Discussion

Summary of the project and contract:

- **Renewable Energy Production:** The project will install a solar array generating up to 500 MW of zero carbon solar electricity supporting the City's carbon reduction and sustainability goals.
- **Economic Impact:** Expected to create numerous construction jobs during development although the exact number is unknown at this time.
- **Workforce Development:** Apprenticeships will be a part of the project to allow people to develop career building skills. This is not just related to installation of solar panels but also earth moving, construction, utilities, and other operations. Some of this part of the conversation still needs to occur with labor leaders.
- **Ownership structure:** The 816 Consortium will lease airport property from the City to build and operate the array for an initial 30-year term (with potential renewals). 816 Consortium will fund the project and maintain it throughout this period.
- **Community Engagement:** 816 Consortium will work with the City to co-brand public-facing communication and promote the project's environmental and economic benefits to the community.
- **MWBE:** this project is required to follow all of our standard workforce and MWBE requirements with no exceptions.

- **Timeline:** The timeline includes completing a 10% design package within 12 months, applying for interconnection with the Southwest Power Pool, and beginning construction within 12 months after final approvals are received. This puts the construction start time likely at the end of 2026 or early 2027. There are a lot of unknowns before design is complete and the approval process with the southwest power pool can take months or sometimes years.
- **Demonstration project:** 816 consortium will make sure to have some sort of demonstration project and something visible from airplane travelers before the World Cup by May 1, 2026.
- **Cost structure:** 816 Consortium is responsible for financing the project, including the design, construction, and maintenance of the solar array on Kansas City International Airport property. The City's role includes facilitating the tax abatement and sales tax exemptions on construction materials, as well as collaborating with 816 Consortium on applications for additional financial assistance, but it does not include direct financial contributions. So, while the City is supporting the project through incentives and logistical assistance, it does not bear any direct financial responsibility for project costs.
- **Energy rates:** it is hard to lock in energy rates right now for the next 30 years of the contract and we did not commit to language to this effect yet, but the rate conversation will continue as the 816 consortium gets bids and has a better understanding of costs.
- **Incentives:** The project will potentially seek incentives that will likely include a sales tax exemption on construction materials and a tax abatement, to be deliberated and approved separately (nothing we can approve here at least).

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
Click or tap here to provide fund name(s) and the full account string.
3. How does the legislation affect the current fiscal year?
Click or tap here to enter text.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
Click or tap here to enter text.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?

Click or tap here to enter text.

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

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

Prior Legislation

ORDINANCE NO. 230707

<https://kansascity.legistar.com/LegislationDetail.aspx?ID=6319438&GUID=EFA23505-9537-46D0-AA64-98C4CF0DAB36&Options=ID%7CText%7C&Search=230707>

Service Level Impacts

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

Other Impacts

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.

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

(Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

(Press tab after selecting)

Click or tap here to enter text.

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

(Press tab after selecting)

Click or tap here to enter text.

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

(Press tab after selecting)

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

Date: 11/11/2024
Form Prepared By: Erica Mackey

| | |
|----------------------------------|--|
| Contract/Project Number: NA | Project Name: The Kansas City Boys/Girls Choir |
| Developer/Prime: NA | Contact Information: 816-291-0531 |
| Final Contract Value: \$4,285.13 | Project Manager: Erica Mackey |

Funding: City State Federal CO-OP Grant: Other:

Project Requirements: M/WBE DBE Section 3 N/A

Tax Incentive: LCRA TIF PIEA Ch. 100 Other: N/A

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

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

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other: Property Lease

Additional Information:
Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with The Kansas City Boys/Girls Choir for the purpose of the use of an office space beginning January 1, 2025, and ending December 31, 2025.

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

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

The Document is:

Approved Disapproved

Changes Needed:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: Alvaro Antiveros Date: 11/13/2024
DocuSigned by: A74835E30B2E429...

Comments: