

Agenda

Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

Tuesday, June 24, 2025

10:30 AM

26th Floor, Council Chamber

Webinar Link: https://us02web.zoom.us/j/84530222968

PUBLIC OBSERVANCE OF MEETINGS

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

Any closed session may be held via teleconference.

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

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link: https://us02web.zoom.us/j/84530222968

Public Testimony is Limited to 2 Minutes

FIRST READINGS

Director of Civil Rights and Equal Opportunity

250490 Sponsor: Director of Civil Rights and Equal Opportunity Department

Accepting and approving a \$100,000.00 grant award from the Cities for Financial Empowerment Fund, Inc. (the "CFE Fund"); estimating revenues and appropriating funds in the amount of \$100,000.00 to the General Grants Fund; designating requisitioning authority; and recognizing this ordinance as having an accelerated effective date.

Attachments: Docket Memo TMP-5635

Copy of Approp--Admin---CityStart.xlsx

2025 CityStart MOU - Kansas City - CLEAN revised version

6-10

Director of the Law Department

250491 Sponsor: Director of Law Department

Amending various sections of Chapter 38, "Civil Rights" for the purpose of removing government assistance payments such as Housing Choice Vouchers as sources of income for housing purposes.

Attachments: Docket Memo for TMP-5642

5642 COM

Lucas

250496 Sponsor: Mayor Quinton Lucas

Amending Chapter 2, Article VI of the Code of Ordinances, entitled "Boards, Commission and Committees," by repealing Division 20, entitled "Climate Protection Steering Committee," including Sections 2-970.40, 2-970.41, 2-970.42, 2-970.43, 2-970.44, and 2-970.45, and by repealing Sections 2-951, 2-952, 2-953, 2-954, enacting in lieu thereof new sections of like numbers and subject matter for the purpose of disbanding the Climate Protection Steering Committee and expanding the duties of the Environmental Management Commission.

Attachments: 250496com

<u>Docket Memo 250496 Climate Committee</u> FW Support for Ordinance No. 250496

HELD IN COMMITTEE

Lucas

250472 Sponsor: Mayor Quinton Lucas

Authorizing the Director of Finance to accept a proposal of Banc of America Public Capital Corp ("BAPCC") to finance the acquisition of Police Vehicles 2026 ("Project"); estimating revenue and appropriating \$6,682,640.00 in Fund 3230 the Equipment Lease Capital Acquisition Fund; recognizing revenue and appropriating \$6,670,640.00 in Fund 3230 the Equipment Lease Capital Acquisition Fund of the Board of Police Commissioners; reducing revenue and appropriations in the amount of \$755,000.00 in Fund 2320 the Public Safety Sales Tax Fund of the Board of Police Commissioners; reducing transfer appropriations in the amount of \$755,000.00 in Fund 2320 the Public Safety Sales Tax Fund; increasing appropriations for debt service in the amount of \$755,000.00 in Fund 2320 the Public Safety Sales Tax Fund; designating requisitioning authorities; approving lease counsel in connection with the transaction; declaring the intent of the City to reimburse itself from the lease purchase proceeds for certain expenditures; authorizing the Director of Finance to modify accounts; authorizing the Director of Finance to close project accounts; and recognizing this ordinance as having an accelerated effective date.

Attachments: Approp Admin - Police Vehicles lease ordinance

Police Vehicles Docket Memo v4 052225 dg corrections
Ordinance 250472 KCPD Fleet Replacement (002)

ADDITIONAL BUSINESS

- 1. There will be a presentation by the City Manager's Office pursuant to Ordinance No. 250393 on the feasibility of establishing a temporary modular jail facility (THIS ITEM WILL BE HELD)
- 2. There may be general discussion for current Finance Governance & Public Safety Committee issues.
- 3. 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.
- 4. Those who wish to comment on proposed ordinances can email written testimony to public.testimony@kcmo.org.

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

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

- 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



Kansas City

414 E. 12th Street Kansas City, MO 64106

Legislation Text

File #: 250490

ORDINANCE NO. 250490

Sponsor: Director of Civil Rights and Equal Opportunity Department

Accepting and approving a \$100,000.00 grant award from the Cities for Financial Empowerment Fund, Inc. (the "CFE Fund"); estimating revenues and appropriating funds in the amount of \$100,000.00 to the General Grants Fund; designating requisitioning authority; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure; and

WHEREAS, the CFE Fund has determined that the support of the City of Kansas City in the work performed by the Civil Rights and Equal Opportunity Department furthers the express purposes of the CFE Fund; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That a \$100,000.00 grant award from the Cities for Financial Empowerment Fund, Inc. is hereby accepted and approved. A copy of the grant, in substantial form, is on file with the Director of Civil Rights and Equal Opportunity.

Section 2. That revenue in the amount of \$100,000.00 is hereby estimated to the following account in the General Grants Fund:

26-2580-540001-487985-G54CTYSTRT CREO Grant Revenue \$100,000.00

Section 3. That funds in the amount of \$100,000 are appropriated from the Unappropriated Fund Balance of the General Grants Fund in the following accounts:

| 26-2580-545315-B-G54CTYSTRT | Private Foundation Grants | \$ 30,000.00 |
|-----------------------------|----------------------------------|--------------|
| 26-2580-545315-C-G54CTYSTRT | Private Foundation Grants | 70,000.00 |
| | TOTAL | \$100,000.00 |

Section 4. That the Director of Civil Rights and Equal Opportunity is hereby designated as requisitioning authority for Account No. 26-2580-545315

File #: 250490

Section 5. That this ordinance relating to the appropriation of money and the expenses of government is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3) (B) and Section 503(a)(3)(C) of the City Charter and shall take effect in accordance with Section 503, City Charter.

| 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:

Julian Langenkamp Associate City Attorney

Kansas City Page 2 of 2



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: Submitted Department/Preparer: CREO 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

Accepting and approving a \$100,000.00 grant award from the Cities for Financial Empowerment Fund, Inc. (the "CFE Fund"); estimating revenues and appropriating funds in the amount of \$100,000.00 to the General Grants Fund; designating requisitioning authority; and recognizing this ordinance as having an accelerated effective date.

Discussion

The CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure.

The CFE Fund has determined that the support of the City of Kansas City in the work performed by the Civil Rights and Equal Opportunity Department furthers the exempt purposes of the CFE Fund.

The key deliverable for the CityStart initiative is a Blueprint outlining how the local government will use financial empowerment strategies to build financial stability for residents, using a wealth equity lens that addresses the systems and practices that have largely extracted wealth from Black residents (and other communities of color).

Fiscal Impact

- 1. Is this legislation included in the adopted budget? \Box Yes \boxtimes No
- What is the funding source?
 2580-545315-G54CTYSTRT-B
 2580-545315-G54CTYSTRT-C
- 3. How does the legislation affect the current fiscal year?

No Impact to the current fiscal year's budget.

- 4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
 No fiscal impact in future fiscal years due to the grant being privately funded.
- Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
 Leverages outside funding by accepting a privately funded grant.

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

This legislation accepts and appropriates funds from a grant awarded to the department.

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):

| Ш | 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. |
| \boxtimes | Increase and support local workforce development and minority, women, and |
| | locally owned businesses. |
| \boxtimes | Create a solutions-oriented culture to foster a more welcoming business |
| | environment. |
| \boxtimes | Leverage existing institutional assets to maintain and grow Kansas City's |
| | position as an economic hub in the Central United States. |

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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

- What will be the potential health impacts to any affected groups?
 Lower poverty rates amongst Kansas Citizens.
- 2. How have those groups been engaged and involved in the development of this ordinance?
 - Details of the blueprint, which is the end goal of this grant, will be determined by surveys, focus groups, and round table discussions in partnership with multiple members of the community.
- 3. How does this legislation contribute to a sustainable Kansas City? Increase access to sustainable housing, financial empowerment through worforce development and and avenues for entrepreneurlship. Decreased rates of child poverty due to removal of barriers towards generational wealth for residents in the East side of Kansas City.
- 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)



APPROPRIATION TRANSACTION

CITY OF KANSAS CITY, MISSOURI

DEPARTMENT: Civil Rights and Equal Opportunity BUSINESS UNIT: KCMBU DATE: 6/4/2025 **JOURNAL ID:** LEDGER GROUP: ADMIN **BUDGET PERIOD:** 2026 **FUND DEPT ID ACCOUNT PROJECT AMOUNT** \$30,000.00 \$70,000.00 2580 545315 G54CTYSTRT 545315 2580 G54CTYSTRT TOTAL 100,000.00 **DESCRIPTION:** CityStart Grant funding awarded to CREO

APPROVED BY: DATE APPROVED BY: DEPARTMENT HEAD DATE



REQUEST FOR SUPPLEMENTAL REVENUE

CITY OF KANSAS CITY, MISSOURI

DEPARTMENT: **Civil Rights and Equal Opportunity** BUSINESS UNIT: KCMBU DATE: 6/4/2025 JOURNAL ID: LEDGER GROUP: REVENUE **FUND** DEPT ID **ACCOUNT AMOUNT PROJECT** 2580 \$100,000.00 545315 487985 G54CTYSTRT TOTAL 100,000.00 CityStart Grant funding awarded to CREO APPROVED BY: DATE DATE APPROVED BY: DEPARTMENT HEAD



MEMORANDUM OF UNDERSTANDING

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the "Purposes").

WHEREAS, the CFE Fund has determined that the support of the Grantee in the work contemplated by this MOU furthers the exempt purposes of the CFE Fund.

WHEREAS, the Grantee has agreed to use the **CityStart Grant** funds provided by this MOU (the "<u>Grant</u>") to support the Purposes by managing the implementation and operation of the activities set forth in <u>Exhibit A</u> (the "<u>Request for Proposal & Grantee Proposal</u>") and <u>Exhibit B</u> (the "<u>Scope of Work</u>") (<u>Exhibits A</u> and <u>B</u>, collectively the "<u>Program</u>").

WHEREAS, the CFE Fund and the Grantee desire to enter into this MOU to provide for the terms and conditions of the Grant and the Program.

NOW, THEREFORE, the CFE Fund and the Grantee agree as follows:

1. Grant.

The CFE Fund pledges and agrees to provide the Grantee a Grant in the form of cash in an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). Grant funds will be paid in U.S. Dollars as provided for in the Grant Payout Schedule in Section 5(b).

2. Use of Grant.

The Grant is to be used only for the purposes outlined in the Program and in accordance with the specific allocations identified in the Grant budget included in <u>Exhibit C</u> (the "<u>Grant Budget</u>"). The work detailed in the Request for Proposal should be executed in accordance with the Scope of Work. The Grantee must obtain the prior written consent of the CFE Fund before using the Grant for goods or services outside the Scope of Work. The failure to comply with this provision may invalidate any obligation of the CFE Fund to make grant payments and constitutes a breach of this MOU.

3. Term.

- (a) The Grant term (the "<u>Term</u>") will begin as of the Effective Date and end no later than August 31, 2026. Any unused Grant funds will be returned to the CFE Fund within thirty (30) days after the Term unless otherwise agreed upon by both parties in writing in advance.
- (b) At any time prior to the scheduled termination of August 31, 2026, this MOU may be terminated at any time:
 - (i) By either the CFE Fund or the Grantee without cause by giving the other party sixty (60) days prior written notice;
 - (ii) Immediately by a non-breaching party following a material breach of this MOU by the other party and the expiration of a ten (10) day "cure" period after the non-breaching party shall have given notice to the breaching party of such breach; or;
 - (iii) Immediately by the CFE Fund when its objectives can no longer be advanced through the relationship set forth in this MOU, without limitation, by the Grantee's administration of any Vendor Contract (as defined below).
- (c) If this MOU is terminated by either party for any reason, CFE Fund will have no further obligation to make any payments to the Grantee, except for work already completed but not yet paid for prior to the termination; provided, that (i) such work is within the Scope of Work or (ii) if such work is beyond the Scope of Work, the prior written consent of the CFE Fund has previously been obtained.

4. Vendor(s).

- (a) The CFE Fund hereby appoints the Grantee as its sole and exclusive agent with respect to any community-based 501(c)(3) organizations, governmental organizations, consultants, or other private entities (each a "Vendor") engaged by the Grantee to support the implementation of the Program. Each Vendor may rely upon the direction and instruction of the Grantee.
- (b) The Grantee shall administer all aspects of each contract entered into with any Vendor for purposes of this MOU (the "<u>Vendor Contracts</u>"), including, without limitation, payment of Vendor(s)' invoices, managing and overseeing the performance of each Vendor under the Vendor Contracts and monitoring such Vendor's adherence to its duties, obligations and responsibilities thereunder, including appropriate insurance.
- (c) Notwithstanding the above, the Grantee shall notify CFE Fund in a timely, written manner of any Vendors engaged for the purposes of this MOU.

5. Conditions of Disbursement of Grant.

- (a) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
 - (i) Receipt by the CFE Fund of a countersigned copy of this MOU, which includes a Scope of Work (Exhibit B) and Grant Budget (Exhibit C).
 - (ii) Timely receipt of all reports as detailed in Exhibit D ("Reporting").
 - (iii) Satisfactory performance of this MOU in accordance with the Scope of Work.
- (b) Grant Payout Schedule:
 - (i) 90% of funds (\$90,000) will be paid upon full execution of this MOU.
 - Final 10% of funds (\$10,000) will be paid upon the satisfactory submission (ii) of final deliverables as defined in the Scope of Work, an accounting of spending of at least the initial 90% of grant funds already disbursed, along with a plan for spending of remainder of grant funds within two months, if not already completely spent. Grantee will be required to provide a final accounting when all funds have been spent. Any unused Grant funds will be returned to the CFE Fund.

6. Payment of Grant.

MOU Signatory: Initial here for

electronic payment and to authorize employee to set

- (a) The CFE Fund can make payment in one of two ways. Please initial in **ONE** of the boxes to select the requested payment option.
 - (i) For electronic payment: The CFE Fund will make an electronic payment through the CFE Fund's payment system, bill.com. The Grantee authorizes the below employee to create an account and enter the Grantee's appropriate bank routing and account number into bill.com. The Grantee will ensure that account information in bill.com is accurate throughout the life of the Grant.

Steven Robben, Fiscal Officer nt 816-513-1851_

| | Steven Robben, 1 isear Officer |
|---------------------|---|
| up bill.com account | Civil Rights & Equal Opportunity Departme |
| JG | City of Kansas City |
| | steven.robben@kcmo.org |
| | 01.4 #1.0 1.0 #1 |

(ii) For payment by check: The CFE Fund will issue a check to the Grantee at the address

| MOU Signatory: Initial here for | provided: | J | |
|---------------------------------|-----------|---|--|
| payment by check | | | |
| | | | |
| | | | |

(b) The CFE Fund's ability to pay out this Grant is dependent on the timely receipt of Grant funding from its institutional funder(s). In the event that the CFE Fund has not received sufficient or timely funding from these funder(s), the CFE Fund may elect to postpone, reduce, or eliminate this Grant prior to disbursement.

7. Covenants.

During the term of this Grant, the Grantee is expected to adhere to the terms and conditions below and outlined in the Scope of Work or as set forth in Exhibit A. Failure to adhere to these conditions will constitute an act of default and result in the Grantee's obligation to return part or all of the Grant funds to the CFE Fund and the termination of any obligation of the CFE Fund to pay subsequent invoices submitted after such default. In such a case, the CFE Fund will determine in its sole and absolute discretion the percentage of the Grant to be returned. Cessation or reclamation of Grant funding by the CFE Fund may also result in the Grantee's elimination from consideration for investment from the CFE Fund in any other form. In the event that the CFE Fund terminates the Grant as provided herein, the Grantee shall return Grant funds to the CFE Fund within the time period specified by the CFE Fund upon termination.

During the Grant term and beyond as applicable, the Grantee under this MOU agrees to:

- (a) Coordinate the overall implementation of the Program with respect to the Scope of Work and the Grantee Proposal.
- (b) Adhere to the uses of the Grant detailed in the Request for Proposal.
 - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to the Request for Proposal and this MOU. Any Grant funds not expended or committed for these purposes within the Grant Term will be returned to the CFE Fund. Any prospective changes in the use of this Grant totaling over ten percent (10%) of any individual budget line must be submitted in writing to and approved in advance by the CFE Fund.
 - (ii) The Grantee will provide immediate written notification to the CFE Fund if significant changes or events occur during the term of the Grant which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in the Grantee's or any Vendor(s)' management personnel or lead staff member(s) responsible for implementing the Program, loss of funding or other extenuating circumstances which could affect the Grant Budget or any Vendor(s)' budget. The CFE Fund, in its sole and absolute discretion, will determine if requests for budget modifications are warranted.
- (c) To the extent that any Vendor is a tax-exempt entity, to confirm the tax-exempt status of such Vendor at the time of each payment, and ensure that that each such

Vendor is maintaining all authorizations, filings, exemptions, insurance, etc. required of a Vendor to perform its duties within and outside this MOU.

The Grantee also agrees to provide immediately any correspondence from the Internal Revenue Service or other related agencies regarding the above.

- (d) Cooperate in the monitoring, evaluation, and reporting of work, as detailed in the Scope of Work and as set forth in Exhibit D.
- (e) Adhere to the CFE Fund financial compliance stipulations.
 - (i) The Grantee will maintain financial records to clearly account for the Grant funds from the CFE Fund and proper expenditures in furtherance of the Program. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related to the specific Grant expenditures and make these records available to the CFE Fund upon written request.
 - (ii) The CFE Fund reserves the right to audit the Grantee's financial and other records to ensure the proper utilization of its Grant funds. During and at least three (3) years following the end of the Grant Term, the Grantee must maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of the CFE Fund Grant funds.
- (f) Adhere to the marketing and communications guidance of the CFE Fund as below, and of any grant-relevant CFE Fund partners, as provided by the CFE Fund and as applicable (guidance may be amended, modified, supplemented or otherwise revised).
 - (i) The Grantee agrees to provide details about all Grant-related marketing and communication materials and events to the CFE Fund thirty (30) days in advance to jointly determine appropriate branding opportunities for the CFE Fund and any relevant CFE Fund partners. Materials include, but are not limited to: websites, newsletters, media releases, public announcements, event invitations and programs. The CFE Fund will provide specific communication protocols including language for recognizing the CFE Fund in text and logo format. Grantee also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.
 - (ii) The Grantee will request permission from the CFE Fund before using or modifying the CityStart logo and related branded materials.
 - (iii) Any Grant-related media interviews or public announcements intended for media or public purposes must be coordinated with and approved by the CFE Fund in advance.

- (iv) The Grantee and its Vendor(s), if any, may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional funder(s) have made their official announcement or have otherwise given permission in writing.
- (v) Notwithstanding the foregoing, if the Grantee needs to get approval to accept/receive this Grant and/or this Agreement in a public forum such as a city council, county commission, or board meeting, the Grantee may do so; the Grantee shall make best efforts to notify and coordinate with the CFE Fund in advance of any public forum at which this Grant will be discussed.
- (vi) Execution of this MOU provides the CFE Fund and its institutional funder(s) the right to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. The CFE Fund will share these materials with the Grantee prior to publication and give appropriate credit to the Grantee as the provider of this information. The Grantee and its Vendor(s), if any, will be expected to cooperate in any public education or outreach effort undertaken in connection with this Grant, which may include other CFE Fund programs.
- (g) Adhere to the following prohibitions on the use of the Grant.

Under no circumstances shall the Grantee or any other organization receiving the CFE Fund's Grant funds use these funds directly or indirectly for the following purposes or activities:

- (i) Make a Grant to an individual for travel, study or other similar purpose, as described in section 4945(d)(3) of the Code.
- (ii) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-Grants to any entity that engages in these activities.
- (iii) Influence legislation, especially for the benefit of the CFE Fund or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation.
- (iv) Any other purposes outside what is stated in the Request for Proposal and Scope of Work without express written permission from the CFE Fund.

8. Non-Impairment of Charitable Status.

The Grantee covenants and agrees that it shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund's exempt status under the Internal Revenue Code, or which could hinder the CFE Fund's ability to fulfill its charitable mission.

9. Confidentiality.

All reports, information or data furnished to or to be prepared or assembled under this MOU or any Vendor Contract are to be held confidential, unless otherwise herein provided or subject to disclosure by law.

10. Intellectual Property.

All ownership, title, interest, and intellectual property rights of documents, templates, and other materials provided by the CFE Fund shall remain solely the CFE Fund's. Nothing in this section or MOU is intended to, and shall not be construed to, transfer any property rights or any intellectual property rights to Grantee to materials developed by the CFE Fund. The Grantee may use the CFE Fund's intellectual property (i) for internal planning processes; (ii) in furtherance of the Scope of Work; and (iii) if otherwise expressly authorized by the CFE Fund. Any unauthorized disclosure of the CFE Fund's intellectual property without expressed authorization shall be considered a breach of this MOU. The Grantee agrees that for any work product generated by the Grantee during the Grant Term and publicly released by the Grantee, the CFE Fund may reproduce, publish, or otherwise use that work product without any restriction whatsoever, including any requirement for approval from the Grantee. The Grantee agrees that for any work product generated by the Grantee during the Grant Term and not yet publicly released by the Grantee, the CFE Fund may reproduce, publish, or otherwise use that work product with the prior written approval from the Grantee, with such prior written approval not to be unreasonably withheld.

11. Non-Assignability.

The Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this MOU or of its rights, obligations, responsibilities or duties hereunder or under any Vendor Contract, either in whole or in part, without the prior written consent of the CFE Fund.

12. Compliance with Laws.

The Grantee shall comply with and shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program comply with, all local, state and federal laws (including common laws), ordinances, codes, rules and regulations regarding the Program and Grantee's obligations and performance under this MOU. Grantee shall obtain and maintain, and shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program obtain and maintain, any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this MOU.

13. Compliance with Anti-Discrimination Rules.

In its use of Grant funds provided by the CFE Fund, and in the course of all development, marketing and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules and regulations.

14. Entire MOU.

This MOU contains the entire understanding between the parties hereto with respect to the subject matter of this MOU and replaces and supersedes all prior agreements and understandings of the parties. This MOU may be amended or modified only by a writing executed by the parties hereto.

15. Binding MOU.

Notwithstanding any other provision of this MOU, the parties agree that this MOU constitutes a legal, valid and binding agreement of each party, and is enforceable against each party in accordance with its terms.

16. Amendment.

Each party shall consider, but is not obligated to agree to, requests by the other party to amend the terms of this MOU. Amendments to this MOU shall be made only after (i) the party requesting the amendment has provided a written request stating the nature of the amendment, and (ii) the parties have executed a written agreement describing the terms of the amendment.

17. Counterparts.

This MOU may be executed in any number of counterparts, including by facsimile or other electronic means of communication, each of which shall be deemed an original of this MOU and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed by their respective officers as of the day and year first above written.

| By: Name: | Jonathan Mintz |
|-----------------|--|
| Title: | President and Chief Executive Officer |
| CITY | OF KANSAS CITY, MISSOURI |
| By: | T . C .11 |
| Name: Title: | Jaime, Guillen Director, CREO Department |
| | ved as to Form: |

CITIES FOR FINANCIAL EMPOWERMENT

Exhibit A

Request for Proposal & Grantee Proposal

(To Be Attached)

Scope of Work

Where there may be discrepancies, this Scope of Work supersedes both the Request for Proposal and the Grantee Proposal.

As part of the CityStart Grant, the CFE Fund will provide the Grantee with technical assistance, including staff time, and a \$100,000 grant to fulfill the following expectations and tasks:

- Designating Senior Government Staff Member Leads: The Grantee must designate one or two senior staff members to serve as project leads (the "Lead(s)") and be engaged throughout the Grant Term. The CFE Fund anticipates a three-to-five-hour a week commitment for designated Lead(s), especially during the first few months of the engagement. Lead(s) should be able to regularly update and gain insights from Administration leadership, including the Mayor/County Executive and City/County Manager (if applicable).
 - Lead(s) will be required to attend two in-person convenings at the CFE Fund offices in New York City. The kick-off convening (March 13th-14th, 2025) and an additional convening in Fall 2025 (date to be determined). For both convenings, travel expenses will be paid for by the CFE Fund. Leads will also be required to participate in other cohort webinars throughout the engagement to support strategy and Blueprint development; join bi-weekly technical assistance phone calls; spearhead decision-making processes with relevant stakeholders; and participate in learning community activities.
- Convening a CityStart Local Government Working Group: Identify senior local government leaders to that will form an internal "Working Group" to foster buy-in for the work and support overall financial empowerment efforts, including opportunities to further the financial stability of Black residents. Lead(s) will facilitate these meetings and determine structure/timing.
 - Internal Working Group members can be from various municipal agencies (e.g., transportation, economic development, housing, budget, etc.), the Mayor's Office / County Executive's Office, City/County Manager's office, and/or other local government entities.
- Coordinating and Facilitating Stakeholder Engagement: Lead(s) will develop a plan to engage local stakeholders as part of their CityStart process, specifically for the CFE Fund site visit as well as other ongoing information-gathering needs.
 - o In preparation for the site visit, Lead(s) will:
 - Hold one-on-one interviews with possible stakeholders to brief them on the CityStart initiative, provide context for the upcoming work, and get stakeholders' initial ideas for issue areas of interest, opportunities, and potential roundtable attendees
 - Identify stakeholders and invite them to participate in CFE Fund site visit activities at least 4 weeks before the site visit
 - Finalize an agenda for CFE Fund approval that includes the number of roundtables, topic areas, potential attendees, and a meeting with senior leadership
 - Develop a post site visit engagement plan for stakeholders through the Blueprint release

- Coordinating Story of Wealth: Working with the CFE Fund, Lead(s) will coordinate efforts to complete their "Story of Wealth": a landscape analysis that explores local wealth data, local policies and practices, and resident engagement. This includes scheduling, planning, and actively participating in stakeholder engagement sessions during site visits and supporting follow-up work to identify the historical context, additional information and data needed to develop priorities and the Blueprint. The Grantee can work with local consultants to support the Story of Wealth landscape analysis, including issue specialists, researchers who can assist with additional data collection, or facilitators who can coordinate stakeholder engagement efforts, including resident engagement.
- Drafting and Releasing the Municipal Financial Empowerment Blueprint (the "Blueprint"): The key deliverable for the CityStart initiative is a publicly released Blueprint outlining how the local government will use financial empowerment strategies to build financial stability for residents, using a wealth equity lens that addresses the systems and practices that have largely extracted wealth from Black residents (and other communities of color).
 - Lead(s)will work with Administration leadership and draw from stakeholder and community input gathered during Story of Wealth process to identify the financial empowerment priorities and actions to be featured in the Blueprint; the Grantee may choose to use CityStart Grant funding to hire a consultant to assist with Blueprint writing or design efforts. The CFE Fund will provide detailed guidance and technical assistance throughout this process.
 - Lead(s) will be required to submit an Executive Summary of the Blueprint and release plan (templates to be provided) to the CFE Fund for approval 4 - 6 weeks before the estimated release date of their Blueprint.
 - o Lead(s) will need to develop a release strategy for their Blueprint that:
 - Demonstrates a public commitment to the work outlined in the Blueprint
 - Includes and reengages stakeholders and residents as part of the initial launch and/or through subsequent events and presentation opportunities (e.g., roundtables, resident town halls, etc.)
 - If appropriate, includes a press release and engages local press; the CFE Fund will need to review all press releases before they are issued.

Participating in the CFE Fund's CityStart Learning Community: The Grantee will participate in learning community activities to highlight best practices and lessons learned. As part of the Grant engagement, the CFE Fund will:

- Lead regular calls and be available via email to support all CityStart efforts;
- Facilitate virtual learning community activities to help the Grantee develop and draft the Blueprint;
- Support and help facilitate stakeholder engagement sessions, working with the partner on any local content, e.g. during site visits;
- Facilitate connections to national experts and consultants to support efforts;
- Participate in meetings or phone calls with senior Administration leadership as needed; and
- Support efforts to write and release the Blueprint, including reviewing drafts.

Grant Budget

The CFE Fund will provide \$100,000 to support the Grantee's work. Grant funds may be used for these approved uses: staff commitments, managing administrative needs, hiring a consultant, or other activities relevant to the development of the Blueprint, in line with the Request for Proposal, Scope of Work, and the following budget.

| Staff Commitments | \$70,000 |
|-------------------|-----------|
| Administration | - |
| Consultant(s) | \$30,000 |
| TOTAL BUDGET | \$100,000 |

Reporting

The CityStart Grant reporting requirements are as follows:

- **Mid-Grant Report:** The Grantee will provide a report on progress made to date (based on a template provided by the CFE Fund), including an overview of stakeholder engagement activities, and current thinking on the Blueprint outline. The Mid-Grant Report is due January 31, 2026, through the CFE Fund's grant portal, accessible at: https://www.grantinterface.com/Home/Logon?urlkey=CitiesFE
- Final Report and Documentation of Grant Expenditures: The municipal financial empowerment Blueprint will serve as the final deliverable. The Blueprint is due July 31, 2026. A final accounting of how Grant funds were spent is due August 31, 2026. As described in Section 5(b)(ii), the final 10% of the Grant will be paid upon the Grantee providing an accounting of expenditures of at least the initial 90% of grant funds already disbursed, along with a plan for spending of remainder of grant funds within two months, if not already completely spent. The Grantee will be required to provide a final accounting when all funds have been spent. Any unused Grant funds will be returned to the CFE Fund, unless otherwise agreed in writing.



Kansas City

414 E. 12th Street Kansas City, MO 64106

Legislation Text

File #: 250491

ORDINANCE NO. 250491

Sponsor: Director of Law Department

Amending various sections of Chapter 38, "Civil Rights" for the purpose of removing government assistance payments such as Housing Choice Vouchers as sources of income for housing purposes.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 38 of the Code of Ordinances entitled "Civil Rights" is hereby amended by repealing Sections 38-1 and 38-105, and enacting in lieu thereof new sections of like number and subject matter to read as follows:

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 Chapter 213, RSMo, 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 Chapter 213, RSMo, or of this Chapter.
- (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 multi-family 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) *Criminal history status* means the record of an individual's interactions with the criminal justice system, including but not limited to, arrests, detentions, convictions, court orders, and other contacts with law enforcement and the court system.
- (9) *Department* means the department of civil rights and equal opportunity.
- (10) *Director* means the director of the civil rights and equal opportunity department or their delegate.
- (11) *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.
- (12) *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.

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- (13) *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.
- (14) *Employer* includes any person employing six or more employees.
- (15) *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.
- (16) *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.
- (17) Family includes a single individual.
- (18) *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.
- (19) *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.
- (20) 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.
- (21) *Owner* means any person who:
 - a. has legal title to any building or structure with or without accompanying actual possession thereof; or

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- b. has charge, care or control of any building or structure or part thereof as agent or personal representative of the person having legal title to the building or structure or part thereof; or
- c. is an agent or designee of a person listed in subsections 1 or 2 herein; or
- (22) *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.
- (23) *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.
- (24) *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.
- (25) Public accommodation means any place or business offering or holding out to the general public goods, services, privileges, facilities, advantages or

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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.
- (26) Redevelopment area means a tax increment redevelopment area as defined in section 99.805(11); RSMo, a planned industrial expansion project area as defined in section 100.300, et seq., RSMo; an urban renewal project area or land clearance project area as defined in section 99.300, et seq., RSMo; 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 chapter 353, RSMo.
- (27) *Rent* means to lease, sublease, let or otherwise grant for a consideration the right to occupy premises not owned by the occupant.

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- (28) 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 Chapter 213, RSMo, or this Chapter.
- (29) *Screening Practices* means the standard manner by which an owner evaluates and assesses prospective tenants prior to entering into a rental agreement.
- (30) Sex shall include sexual harassment.
- (31) *Sexual orientation* means actual or perceived heterosexuality, homosexuality or bisexuality.
- (32) Source of income means the type of income or finances used by an individual to acquire goods and services for themselves, their dependents, or others. It includes reasonably verifiable and lawful income from any occupation, profession, contract, agreement, activity, any type of private, non-profit, or government assistance or payment, military pension payments, disability payments, court ordered payments, or any other form of reasonably verifiable and lawful income, including cash or tipped wages and payments from strike funds. Source of income includes the program requirements for any type of private, non-profit, or government assistance or payment, unless compliance with such requirements would require unreasonable structural modifications to the dwelling. Source of income shall not include funding from a Federal or other housing assistance program, including the Housing Choice Vouchers or other Section 8 programs created pursuant to the Housing Act of 1937.
- (33) 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.
- (34) Systematic investigation means a series of investigations, as defined in section 38-23, sufficient to understand an owner's common and usual screening practices and determine whether those practices violate any Ordinance.
- (35) 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.

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.

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- (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, being a victim of domestic violence, sexual assault or stalking, or source of income.
- (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, this chapter or other city ordinances.
 - (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, other than, in the case of a potential sale, source of income.
 - (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, other than, in the case of a potential sale, source of income.
 - (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, other than, in the case of a potential sale, source of income.
 - (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, other than, in the case of a potential sale, source of income.
 - (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, other than, in the case of a potential sale, source of income.
 - (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, other than, in the case of a potential sale, source of income.
 - (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:

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- 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 take into account a tenant's verifiable and lawful sources of income.
- (11) To increase charges, reduce services, or require the tenant bear financial or other responsibility for any penalties imposed as a result of violating sections 38-105, 38-111 or 38-113.
- (12) In no event shall an owner be compelled to participate in an otherwise voluntary benefit or subsidy program.
- (13) It shall not constitute a violation of this subsection to deny a rental application based on reference to the two factors described in Section 38-105(d)(10) or (d)(11).
- (e) Anytime a person denies an application for rental housing, said person must inform the prospective tenant that their application was denied.
 - (1) If a prospective tenant requests the rationale for their denied application, the person who denied their application must affirmatively state that it was not on the basis of their membership of a protected class or a protected trait as defined by this chapter, and inform the prospective tenant in writing of their rights as defined by this chapter.
 - (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

Kansas City Page 8 of 10

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 Al 17.1, 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).

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- (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.
- (j) In the event any section, paragraph, sentence, clause, phrase or portions of this section is declared invalid for any reason, the remainder of this section shall remain in full force and effect.

| .end | |
|------|--|
| | Approved as to form: |
| | |
| | Joseph A. Guarino Senior Associate City Attorney |

Kansas City Page 10 of 10



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 250491 Submitted Department/Preparer: Law 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 various sections of Chapter 38, "Civil Rights" for the purpose of removing government assistance payments such as Housing Choice Vouchers as sources of income for housing purposes.

Discussion

This ordinance would amend sections of Chapter 38 and remove government assistance payments, such as Housing Choice Vouchers, as sources of income for housing purposes.

| ilousi | ng purposes. | | |
|--------|--|--------------|---------|
| | 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? N/A | | |
| 4. | Does the legislation have a fiscal impact in future fiscal years? difference between one-time and recurring costs. N/A | Please not | ate the |
| 5. | Does the legislation generate revenue, leverage outside funding return on investment? N/A | g, or delive | er a |
| | e of Management and Budget Review S 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 |
| | ional Discussion (if needed) count string to verify as this ordinance has no fiscal impact. | | |
| | Citywide Business Plan (CWBP) Imp | act | |
| 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 the | ıat apply): | |
| | Ensure the resiliency of a responsive, representative, entransparent City government. Engage in workforce planning including employee recruit retention, and engagement. Foster a solutions-oriented, welcoming culture for employer Partners. | ment, develo | |
| | Prior Legislation | | |
| Comn | nittee Substitute for Ordinance No. 231019, As Amended. | | |
| | Service Level Impacts | | |
| V/A | | | |
| | Other Impacts | | |
| 1. | What will be the potential health impacts to any affected ground N/A | ps? | |
| 2. | How have those groups been engaged and involved in the de ordinance? N/A | evelopment o | of this |

- How does this legislation contribute to a sustainable Kansas City? N/A
- 4. Does this legislation create or preserve new housing units? No (Press tab after selecting)

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

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

No - CREO's review is not applicable (Press tab after selecting) Please provide reasoning why not: Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

COMPARED VERSION NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. 250491

Amending various sections of Chapter 38, "Civil Rights" for the purpose of removing government assistance payments such as Housing Choice Vouchers as sources of income for housing purposes.

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- b. Emergency requisitions for goods, supplies or services.
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- (10) *Director* means the director of the civil rights and equal opportunity department or their delegate.
- (11) *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:
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 - c. Is regarded as having such an impairment.
- (12) *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.
- (13) *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.
- (14) *Employer* includes any person employing six or more employees.
- (15) 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.

- (16) *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.
- (17) Family includes a single individual.
- (18) *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.
- (19) 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.
- (20) 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.
- (21) *Owner* means any person who:
 - a. has legal title to any building or structure with or without accompanying actual possession thereof; or
 - b. has charge, care or control of any building or structure or part thereof as agent or personal representative of the person having legal title to the building or structure or part thereof; or
 - c. is an agent or designee of a person listed in subsections 1 or 2 herein; or
- (22) *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.

- (23) *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.
- (24) *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.
- (25) 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.
- (26) Redevelopment area means a tax increment redevelopment area as defined in section 99.805(11); RSMo, a planned industrial expansion project area as defined in section 100.300, et seq., RSMo; an urban renewal project area or land clearance project area as defined in section 99.300, et seq., RSMo; 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 chapter 353, RSMo.
- (27) *Rent* means to lease, sublease, let or otherwise grant for a consideration the right to occupy premises not owned by the occupant.
- (28) 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 Chapter 213, RSMo, or this Chapter.
- (29) Screening Practices means the standard manner by which an owner evaluates and assesses prospective tenants prior to entering into a rental agreement.
- (30) Sex shall include sexual harassment.
- (31) Sexual orientation means actual or perceived heterosexuality, homosexuality or bisexuality.

- (32) Source of income means the type of income or finances used by an individual to acquire goods and services for themselves, their dependents, or others. It includes reasonably verifiable and lawful income from any occupation, profession, contract, agreement, activity, any type of private, non-profit, or government assistance or payment, military pension payments, disability payments, court ordered payments, or any other form of reasonably verifiable and lawful income, including cash or tipped wages and payments from strike funds. Source of income includes the program requirements for any type of private, non-profit, or government assistance or payment, unless compliance with such requirements would require unreasonable structural modifications to the dwelling. Source of income shall not include funding from a Federal or other housing assistance program, including the Housing Choice Vouchers or other Section 8 programs created pursuant to the Housing Act of 1937.
- (33) 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.
- (34) Systematic investigation means a series of investigations, as defined in section 38-23, sufficient to understand an owner's common and usual screening practices and determine whether those practices violate any Ordinance.
- (35) *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.

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, being a victim of domestic violence, sexual assault or stalking, or source of income.
- (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, this chapter or other city ordinances.
 - (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, other than, in the case of a potential sale, source of income.
- (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, other than, in the case of a potential sale, source of income.
- (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, other than, in the case of a potential sale, source of income.
- (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, other than, in the case of a potential sale, source of income.
- (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, other than, in the case of a potential sale, source of income.
- (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, other than, in the case of a potential sale, source of income.
- (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 take into account a tenant's verifiable and lawful sources of income.
- (11) To increase charges, reduce services, or require the tenant bear financial or other responsibility for any penalties imposed as a result of violating sections 38-105, 38-111 or 38-113.
- (12) In no event shall an owner be compelled to participate in an otherwise voluntary benefit or subsidy program.
- (13) It shall not constitute a violation of this subsection to deny a rental application based on reference to the two factors described in Section 38-105(d)(10) or (d)(11).
- (e) Anytime a person denies an application for rental housing, said person must inform the prospective tenant that their application was denied.
 - (1) If a prospective tenant requests the rationale for their denied application, the person who denied their application must affirmatively state that it was not on the basis of their membership of a protected class or a protected trait as defined by this chapter, and inform the prospective tenant in writing of their rights as defined by this chapter.
 - (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 Al 17.1, 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.

| • | raph, sentence, clause, phrase or portions of this section ainder of this section shall remain in full force and effect. |
|---|--|
| | Approved as to form: |
| | Joseph A. Guarino Senior Associate City Attorney |



Kansas City

414 E. 12th Street Kansas City, MO 64106

Legislation Text

File #: 250496

ORDINANCE NO. 250496

Sponsor: Mayor Quinton Lucas

Amending Chapter 2, Article VI of the Code of Ordinances, entitled "Boards, Commission and Committees," by repealing Division 20, entitled "Climate Protection Steering Committee," including Sections 2-970.40, 2-970.41, 2-970.42, 2-970.43, 2-970.44, and 2-970.45, and by repealing Sections 2-951, 2-952, 2-953, 2-954, enacting in lieu thereof new sections of like numbers and subject matter for the purpose of disbanding the Climate Protection Steering Committee and expanding the duties of the Environmental Management Commission.

WHEREAS, Council established the Environmental Management Commission to offer policy recommendations to the City Council, City staff, and all other boards and commissions of the City concerning the issues of environmental planning, management, and compliance in Ordinance No. 960220, passed on March 28, 1996; and

WHEREAS, the Climate Protection Steering Committee was formed to oversee the planning process and work with City staff to develop the City's first Climate Protection Plan, and Council incorporated the findings and recommendations of that plan into City policy and operations in Resolution No. 080754, adopted on July 24, 2008; and

WHEREAS, Council formally established the Climate Protection Steering Committee to continue to advise on the implementation of the Climate Protection Plan and to further assist and support City leadership by serving as an advisory board to the Mayor, City Council, and City Manager on matters related to climate protection in Ordinance No. 140760, passed on September 25, 2014; and

WHEREAS, Council directed the City Manager to develop and submit to Council a new Climate Protection and Resiliency Plan in Resolution No. 200005, adopted on May 14, 2020; and

WHEREAS, Council adopted the City's updated Climate Protection and Resiliency Plan, as approved by the Climate Protection Steering Committee, and incorporated its findings and recommendations into City policy and operations in Resolution No. 220596 on August 25, 2022;

WHEREAS, Council desires to consolidate the current duties of the Environmental Management Commission and Climate Protection Steering Committee into one singular environmental advisory body;

WHEREAS, Council affirms its desire to enable robust community involvement and engagement in developing City policies that will impact the well-being and future of the City, and ensure that these policies incorporate City goals, including, but not limited to, those related to sustainability, environmental justice and equity, and climate action are incorporated into city operations and policy; and NOW, THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances of the City of Kansas City is hereby amended by repealing Article VI, Division 20, Climate Protection Steering Committee, including Sections 2-970.40, Purpose, 2-970.41, Establishment; membership; appointment of members, 2-970.42, Duties, 2-970.43, Terms, 2-970.44, Meetings; rules and procedure, and 2-970.45, Staff support.

Section 2. That Chapter 2, Code of Ordinances of the City of Kansas City is hereby amended by repealing Article VI, Division 10, Environmental Management Commission, including Sections 2-951, Establishment; membership; appointment of members, 2-952, Chairperson; term of office; vacancies, 2-953, Duties, 2-954, Staff, and enacting in lieu thereof a new division and new sections of like name, number, and subject matter, to read as follows:

Sec. 2-951. Establishment; membership; appointment of members.

- (a) The Environmental Management Commission shall consist of 9 members appointed by the Mayor.
- (b) Members will be individuals who have demonstrated expertise in one or more issues that come before the Commission, as indicated in Sec. 2.953 (b).
 - (c) Members shall be residents of the City.
 - (d) All members shall serve only in their individual capacity on behalf of the public.
 - (e) The Mayor shall designate a Chairperson.
- (f) Members shall be appointed for a term of four years. Members may serve consecutive terms and there shall be no limit to the number of terms a member may be appointed to serve.
- (g) Each member shall serve until their term expires and may continue to serve until their respective successor has been appointed.

Sec. 2-952. Staff

The Chief Environmental Officer or their designee shall be an ex officio member of the Commission and shall provide clerical and administrative services for the Commission.

Sec. 2-953. Duties.

Kansas City Page 2 of 4

- (a) The duties of the Commission shall include the following:
- (1) Providing policy recommendations to the City Council, and City staff, and being consulted by the same, on matters concerning the issues of environmental planning, management, and compliance, which may include but is not limited to matters concerning:
 - a. Climate change mitigation and adaptation
 - i. Clean, reliable energy
 - ii. Efficiency in the built environment
 - iii. Sustainable economic development
 - iv. Local resiliency in food, housing, and mobility
 - v. Support and protection for vulnerable communities
 - b. Restoration and protection of natural systems
 - i. Air quality
 - ii. Water quality
 - iii. Living soils
 - iv. Native and beneficial ecosystems
 - c. Waste management, reduction, and diversion
- (2) Advising the City Council, staff, and other boards and commissions of the City on implementation of policies impacting the environmental and environmental plans including the City's Climate Protection and Resiliency Plan.
- (3) Reviewing plans, budgets, programs, contracts, and actions of the City which significantly impact the environment.
- (4) Providing liaison to and maintaining relationships with other cities, regional policy bodies, and organizations to advocate for timely inclusion of environmental considerations in all City policies and programs.
- (5) Monitoring Office of Environmental Quality reports regarding the City's actions for compliance with state and federal environmental laws and regulations and locally adopted ordinances, plans, and resolutions.

Kansas City Page 3 of 4

- (b) The Commission shall be authorized to adopt rules to govern how it shall conduct its affairs.
 - (c) The Commission shall meet at times and places determined by the Chairperson.

Sec. 2-954. Incorporation of Commission Advice and Recommendations.

If the Commission submits a letter to the council regarding pending legislation, the Clerk shall make the item accessible to both City Council members and the public by posting it on the Clerk's webpage

| .end | | |
|----------|--|--|
| | Approved as to form: | |
| | Andrew Bonkowski | |
| | Andrew Bonkowski Assistant City Attorney | |

Kansas City Page 4 of 4

COMPARED VERSION NEW ORDINANCE TO CODE BOOKS

ORDINANCE NO. 250496

Amending Chapter 2, Article VI of the Code of Ordinances, entitled "Boards, Commission and Committees," by repealing Division 20, entitled "Climate Protection Steering Committee," including Sections 2-970.40, 2-970.41, 2-970.42, 2-970.43, 2-970.44, and 2-970.45, and by repealing Sections 2-951, 2-952, 2-953, 2-954, enacting in lieu thereof new sections of like numbers and subject matter for the purpose of disbanding the Climate Protection Steering Committee and expanding the duties of the Environmental Management Commission.

WHEREAS, Council established the Environmental Management Commission to offer policy recommendations to the City Council, City staff, and all other boards and commissions of the City concerning the issues of environmental planning, management, and compliance in Ordinance No. 960220, passed on March 28, 1996; and

WHEREAS, the Climate Protection Steering Committee was formed to oversee the planning process and work with City staff to develop the City's first Climate Protection Plan, and Council incorporated the findings and recommendations of that plan into City policy and operations in Resolution No. 080754, adopted on July 24, 2008; and

WHEREAS, Council formally established the Climate Protection Steering Committee to continue to advise on the implementation of the Climate Protection Plan and to further assist and support City leadership by serving as an advisory board to the Mayor, City Council, and City Manager on matters related to climate protection in Ordinance No. 140760, passed on September 25, 2014; and

WHEREAS, Council directed the City Manager to develop and submit to Council a new Climate Protection and Resiliency Plan in Resolution No. 200005, adopted on May 14, 2020; and

WHEREAS, Council adopted the City's updated Climate Protection and Resiliency Plan, as approved by the Climate Protection Steering Committee, and incorporated its findings and recommendations into City policy and operations in Resolution No. 220596 on August 25, 2022;

WHEREAS, Council desires to consolidate the current duties of the Environmental Management Commission and Climate Protection Steering Committee into one singular environmental advisory body;

WHEREAS, Council affirms its desire to enable robust community involvement and engagement in developing City policies that will impact the well-being and future of the City, and ensure that these policies incorporate City goals, including, but not limited to, those related to sustainability, environmental justice and equity, and climate action are incorporated into city operations and policy; and NOW, THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 2, Code of Ordinances of the City of Kansas City is hereby amended by repealing Article VI, Division 20, Climate Protection Steering Committee, including Sections 2-970.40, Purpose, 2-970.41, Establishment; membership; appointment of members, 2-970.42, Duties, 2-970.43, Terms, 2-970.44, Meetings; rules and procedure, and 2-970.45, Staff support.

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Sec. 2-951. Establishment; membership; appointment of members.

- (a) The Environmental Management Commission shall consist of 9 members appointed by the Mayor.
- (b) Members will be individuals who have demonstrated expertise in one or more issues that come before the Commission, as indicated in Sec. 2.953 (b).
 - (c) Members shall be residents of the City.
 - (d) All members shall serve only in their individual capacity on behalf of the public.
 - (e) The Mayor shall designate a Chairperson.
- (f) Members shall be appointed for a term of four years. Members may serve consecutive terms and there shall be no limit to the number of terms a member may be appointed to serve.
- (g) Each member shall serve until their term expires and may continue to serve until their respective successor has been appointed.

Sec. 2-952. Staff

The Chief Environmental Officer or their designee shall be an ex officio member of the Commission and shall provide clerical and administrative services for the Commission.

Sec. 2-953. Duties.

- (a) The duties of the Commission shall include the following:
- (1) Providing policy recommendations to the City Council, and City staff, and being consulted by the same, on matters concerning the issues of environmental planning, management, and compliance, which may include but is not limited to matters concerning:
 - a. Climate change mitigation and adaptation
 - i. Clean, reliable energy
 - ii. Efficiency in the built environment
 - iii. Sustainable economic development

- iv. Local resiliency in food, housing, and mobility
- v. Support and protection for vulnerable communities
- b. Restoration and protection of natural systems
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 - ii. Water quality
 - iii. Living soils
 - iv. Native and beneficial ecosystems
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- (2) Advising the City Council, staff, and other boards and commissions of the City on implementation of policies impacting the environmental and environmental plans including the City's Climate Protection and Resiliency Plan.
- (3) Reviewing plans, budgets, programs, contracts, and actions of the City which significantly impact the environment.
- (4) Providing liaison to and maintaining relationships with other cities, regional policy bodies, and organizations to advocate for timely inclusion of environmental considerations in all City policies and programs.
- (5) Monitoring Office of Environmental Quality reports regarding the City's actions for compliance with state and federal environmental laws and regulations and locally adopted ordinances, plans, and resolutions.
- (b) The Commission shall be authorized to adopt rules to govern how it shall conduct its affairs.
 - (c) The Commission shall meet at times and places determined by the Chairperson.

Sec. 2-954. Incorporation of Commission Advice and Recommendations.

If the Commission submits a letter to the council regarding pending legislation, the Clerk shall make the item accessible to both City Council members and the public by posting it on the Clerk's webpage

Approved as to form:

Andrew Bonkowski Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 250496 Submitted Department/Preparer: Mayor/Council's Office Revised 6/10/24

Docket memos are required on all ordinances initiated by a Department Director. More information can be found in <u>Administrative Regulation (AR) 4-1</u>.

Executive Summary

Amending Chapter 2, Article VI of the Code of Ordinances, entitled "Boards, Commission and Committees," by repealing Division 20, entitled "Climate Protection Steering Committee," including Sections 2-970.40, 2-970.41, 2-970.42, 2-970.43, 2-970.44, and 2-970.45, and by repealing Sections 2-951, 2-952, 2-953, 2-954, enacting in lieu thereof new sections of like numbers and subject matter for the purpose of disbanding the Climate Protection Steering Committee and expanding the duties of the Environmental Management Commission.

Discussion

Council established the Environmental Management Commission to offer policy recommendations to the City Council, City staff, and all other boards and commissions of the City concerning the issues of environmental planning, management, and compliance in Ordinance No. 960220, passed on March 28, 1996. The Climate Protection Steering Committee was formed to oversee the planning process and work with City staff to develop the City's first Climate Protection Plan, and Council incorporated the findings and recommendations of that plan into City policy and operations in Resolution No. 080754, adopted on July 24, 2008.

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Council directed the City Manager to develop and submit to Council a new Climate Protection and Resiliency Plan in Resolution No. 200005, adopted on May 14, 2020. Council adopted the City's updated Climate Protection and Resiliency Plan, as approved by the Climate Protection Steering Committee, and incorporated its findings and recommendations into City policy and operations in Resolution No. 220596 on August 25, 2022.

Council desires to consolidate the current duties of the Environmental Management Commission and Climate Protection Steering Committee into one singular environmental advisory body. Council affirms its desire to enable robust community involvement and engagement in developing City policies that will impact the well-being and future of the City, and ensure that these policies incorporate City goals, including, but not limited to, those related to sustainability, environmental justice and equity, and climate action are incorporated into city operations and policy.

| | Fiscal Impact | | | | | | |
|----|--|-------------|---------|--|--|--|--|
| 1. | Is this legislation included in the adopted budget? | □ Yes | ⊠ No | | | | |
| 2. | What is the funding source? This ordinance has no direct fiscal impact. | | | | | | |
| 3. | How does the legislation affect the current fiscal year? This ordinance has no direct fiscal impact. | | | | | | |
| 4. | Does the legislation have a fiscal impact in future fiscal years? If difference between one-time and recurring costs. This ordinance has no direct fiscal impact. | Please not | ate the | | | | |
| 5. | Does the legislation generate revenue, leverage outside fundir return on investment? This ordinance has no direct fiscal impact. | ng, or deli | ver a | | | | |
| | e of Management and Budget Review 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 | | | | |
| _ | ional Discussion (if needed) | | | | | | |

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):

| \boxtimes | 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

Ordinance No. 960220; Resolution No. 080754; Ordinance No. 140760; Resolution No. 200005; Resolution No. 220596

Service Level Impacts

No service level impacts

Other Impacts

- What will be the potential health impacts to any affected groups?
 Inplementation policies impacting environmental plans may significiantly and positively impact the environment will increase health outcomes for all in Kansas City
- 2. How have those groups been engaged and involved in the development of this ordinance? No
- 3. How does this legislation contribute to a sustainable Kansas City?

 The outcome of this commission will advise Council to adopt policies that positively impact the environmental sustainability of the city
- 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:

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

No(Press tab after selecting)

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

From: Clerk
To: Rice, Howard

Subject: FW: Support for Ordinance No. 250496

Date: Monday, June 23, 2025 11:00:49 AM

Forwarding message below.

From: Don Wallace <123dhwallace@gmail.com>

Sent: Monday, June 23, 2025 8:52 AM

To: Public Testimony < Public. Testimony@kcmo.org>; Clerk < Clerk@KCMO.org>

Cc: Bough, Andrea <Andrea.Bough@kcmo.org>; Lucas, Quinton <Quinton.Lucas@kcmo.org>; Rea,

Crispin <Crispin.Rea@kcmo.org>; Curls, Darrell <Darrell.Curls@kcmo.org>; Rogers, Wes

<Wes.Rogers@kcmo.org>

Subject: Support for Ordinance No. 250496

EXTERNAL: This email originated from outside the kcmo.org organization. Use caution and examine the sender address before replying or clicking links.

KCMO City Clerk,

This comment concerns Ordinance No. 250496 please distribute this to the Finance, Governance and Public Safety Committee and add it to the public record.

Thank you, Don Wallace

June 23, 2025

TO: Finance, Governance and Public Safety Committee Chairperson Andrea Bough, Vice Chair Quinton Lucas and Members Crispin Rea, Darrell Curls, and Wes Rogers

RE: Support for Ordinance No. 250496

As a volunteer working with the Thomas Hart Benton Group (THBG) of the Sierra Club Missouri Chapter, with more than 5,000 members and supporters in Kansas City, MO, I write to urge the Council to vote in favor of Ordinance No. 250496.

We support proposed Ordinance No. 250496, which will consolidate the current duties of the Environmental Management Commission (EMC) and the Climate Protection Steering Committee (CPSC) into one singular environmental advisory body. **Historically, EMC and the CPSC have**, respectively, **provided** to the City Council, City staff, and all other boards and commissions of the City **critical information** regarding the issues of environmental planning, management, and compliance, and provided findings and recommendations that have informed City policy and operations for implementing the City's climate plans.

As stated in a preambular paragraph of this legislation, the newly constituted EMC

will enjoy the Council's affirmation of the goal of enabling:

"... robust community involvement and engagement in developing City policies that will impact the well-being and future of the City, and ensure that these policies incorporate City goals, including, but not limited to, those related to sustainability, environmental justice and equity, and climate action are incorporated into city operations and policy."

We specifically highlight our agreement that robust community involvement and engagement will be **essential for the City to fulfill the pledges** made by the Council to the residents of Kansas City **in the updated Climate Protection and Resiliency Plan**, adopted in Resolution No. 220596 on August 25, 2022. The Plan was developed in a transparent and inclusive stakeholder process that emphasized inclusion of those most impacted by climate change.

In the newly reconfigured EMC as envisioned by this proposed ordinance, we see a recognition of a necessity of **continuing the process of meaningful community engagement** for the City's ability to achieve the targets of the Climate Plan, that will provide a clean and healthy climate for current and future generations of our city in a socially just manner. This newly constituted community advisory board will help ensure that the community works as a whole in fulfilling the pledges made under the current Climate Protection and Resiliency Plan.

In the long history of broad reliance on citizen participation in many advisory commissions and boards, City governance has benefitted greatly. This ordinance presents an opportunity for continuing the hard work of two of citizens advisory entities by combining their charges and tasks **in a more dynamic structure**. The present-day challenges confronting the City demand a concerted effort by all constituencies; this newly devised EMC can be instrumental in meeting this demand.

Please vote in favor of this proposed No. 250496.

Don Wallace, Sixth District Resident Member, Legislative Committee, Thomas Hart Benton Group Sierra Club Missouri Chapter



Kansas City

414 E. 12th Street Kansas City, MO 64106

Legislation Text

File #: 250472

ORDINANCE NO. 250472

Sponsor: Mayor Quinton Lucas

Authorizing the Director of Finance to accept a proposal of Banc of America Public Capital Corp ("BAPCC") to finance the acquisition of Police Vehicles 2026 ("Project"); estimating revenue and appropriating \$6,682,640.00 in Fund 3230 the Equipment Lease Capital Acquisition Fund; recognizing revenue and appropriating \$6,670,640.00 in Fund 3230 the Equipment Lease Capital Acquisition Fund of the Board of Police Commissioners; reducing revenue and appropriations in the amount of \$755,000.00 in Fund 2320 the Public Safety Sales Tax Fund of the Board of Police Commissioners; reducing transfer appropriations in the amount of \$755,000.00 in Fund 2320 the Public Safety Sales Tax Fund; increasing appropriations for debt service in the amount of \$755,000.00 in Fund 2320 the Public Safety Sales Tax Fund; designating requisitioning authorities; approving lease counsel in connection with the transaction; declaring the intent of the City to reimburse itself from the lease purchase proceeds for certain expenditures; authorizing the Director of Finance to modify accounts; authorizing the Director of Finance to close project accounts; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, members of the Kansas City Police Department utilize Police Vehicles daily in response to emergency calls for service, crime scenes, traffic enforcement and other law enforcement related activities; and

WHEREAS, the average age and mileage of Kansas City Police Vehicles is over 10 years with 120,000 miles which includes Ford Crown Victoria sedans produced prior to 2012; and

WHEREAS, the Kansas City Police Department requires a modernized fleet, with a prioritization on patrol vehicles, to provide safe and effective services to the citizens of Kansas City; and

WHEREAS, the cost of acquisition and implementation of the Project is expected to be financed under the Master Lease Purchase Agreement ("Lease") with BAPCC by one (1) draw upon the Lease; and

WHEREAS, the payment of scheduled debt service payments on the draw made under the Lease will be made by annual appropriation of monies from the City's Public Safety Sales Tax revenues over a successive eight (8) year period; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Finance is authorized to accept the proposal of BAPCC for the financing of the Project through one (1) draw upon the Lease in an approximate principal amount not to exceed \$ 6,682,640.00.

Section 2. That the revenue in the following account of Fund No. 3230, the Equipment Lease Acquisition Fund, is hereby estimated in the following amount:

KCMBU-AL-3230-120000-583000

Lease Proceeds

\$6,682,640.00

\$6,670,640.00

12,000.00

Section 3. That the sum of \$6,682,640.00 is hereby appropriated from the Unappropriated Fund Balance of Fund No. 3230, the Equipment Lease Acquisition Fund, to the following accounts:

KCMBU-AL-3230-129996-X KCMBU-AL-3230-129620-G Transfer to KCPDU Component Unit Cost of Issuance

TOTAL \$6,682,640.00

Section 4. That the revenue in the following account of KCPDU Fund No. 3230, the Equipment Lease Acquisition Fund, is hereby estimated in the following amount:

KCPDU-AL-3230-210000-599900 Transfer from Primary Govt.

\$6,670,640.00

Section 5. That the sum of \$6,670,640.00 is hereby appropriated from the Unappropriated Fund Balance of KCPDU Fund No. 3230, the Equipment Lease Acquisition Fund, to the following account:

KCPDU-AL-3230-211222-E

Police Patrol Vehicles 2026

\$6,670,640.00

Section 6. That the sum of \$755,000.00 is hereby reduced from the following account of KCPDU Fund No. 2320, the Public Safety Sales Tax Fund, in the following account:

KCPDU-26-2320-211222-E

Motor Vehicles 2026

\$ 755,000.00

Section 7. That the revenue in the following account of KCPDU Fund No. 2320, the Public Safety Sales Tax Fund, is hereby reduced in the following amount:

KCPDU-26-2320-210000-599900

Transfer from Primary Govt.

\$ 755,000.00

Section 8. That the sum of \$755,000.00 is hereby reduced from the following account of KCMBU Fund No. 2320, the Public Safety Sales Tax Fund, in the following account:

KCMBU-26-2320-129996-X

Transfer to KCPDU Component Unit

\$ 755,000.00

Section 9. That the sum of \$755,000.00 is hereby appropriated from the Unappropriated Fund Balance of KCMBU Fund No. 2320, the Public Safety Sales Tax Fund, to the following account:

Kansas City Page 2 of 4

67

KCMBU-26-2320-129850-G

Police Vehicles 2026

\$ 755,000.00

Section 10. That the Director of Finance is designated as requisitioning authority for Account Nos. KCMBU-AL-3230-129996, KCMBU-AL-3230-129620 and KCMBU-26-2320-129850 and that the Board of Police Commissioners is designated as the requisition authority for Account No. KCPDU-AL-3230-211222.

Section 11. That the City approves Kutak Rock LLP to serve as lease counsel for the City in connection with the financing of the Project.

Section 12. That the City Council hereby declares its official intent to reimburse itself for certain expenditures made within sixty (60) days prior to or on and after the date of this Ordinance with respect to appropriations in Section 3 and Section 5 (collectively the "Appropriations") with the proceeds of bonds expected to be issued by the City. The maximum principal amount of bonds expected to be issued for the Appropriation is not to exceed \$6,682,640.00. This constitutes a declaration of official intent under Treasury Regulation 1.150-2.

Section 13. That the Director of Finance is hereby authorized to modify the previously approved estimated revenues and appropriations in Sections 2, 3, 4, 5, 6, 7, 8, and 9 as required to correctly record the budgetary amounts finalized through the execution of the draw upon the Lease.

Section 14. That the Director of Finance is hereby authorized to close project accounts, encumbrances and retainage related to the accounts in Section 3 and Section 5, and return the unspent portion to the fund balance from which it came upon the earliest of: (i) Project's completion; (ii) final maturity of financing, or (iii) five years after issuance.

Section 15. This Ordinance is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) of the City Charter in that it appropriates money, and shall take effect in accordance with that section.

| 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:

Kansas City Page 3 of 4

| Samuel Miller | |
|---------------|--|

Assistant City Attorney

File #: 250472

Kansas City Page 4 of 4

Dan Grandcolas

REQUEST FOR SUPPLEMENTAL REVENUE

CITY OF KANSAS CITY, MISSOURI

| Ψ | | DEPARTMENT: | Finance De | partment | | |
|-------------|---------------|--------------------|----------------|-------------------|----------------|--------------|
| BUSINE | SS UNIT: | KCMBU | DATE: | 5/23/2025 | JOURNAL ID: | |
| LEDGEI | R GROUP: | | REVENUE | BUDGET PERIOD: | 2026 | |
| | <u>FUND</u> | DEPT ID | ACCOUNT | PROJECT | <u>AMOUNT</u> | |
| <u>AL</u> _ | 3230 | 120000 | 583000 | | \$6,682,640.00 | |
| - | | | · | | | |
| - | | | | | | |
| - | | | · | | | |
| - | | | | | | |
| - | | | | | | |
| | | | | | | |
| | | | | - | TOTAL | 6,682,640.00 |
| DESCRIP | | | | | | |
| _ | Estimating Le | ase Proceeds for F | Y25 KCPD Vehic | cle Financing | | |
| APPROVE | ED BY: | | DATE | APPROVED BY: DEPA | RTMENT HEAD | DATE |
| | | | | | | |

2/23/2025



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 250472 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 <u>Administrative Regulation (AR) 4-1</u>.

Executive Summary

Authorizing the Director of Finance to accept a proposal of Banc of America Public Capital Corp ("BAPCC") to finance the acquisition of Police Vehicles 2026 ("Project"); estimating revenue and appropriating \$ 6,682,640.00 in Fund 3230 the Equipment Lease Capital Acquisition Fund; recognizing revenue and appropriating \$6,670,640.00 in Fund 3230 the Equipment Lease Capital Acquisition Fund of the Board of Police Commissioners; reducing revenue and appropriations in the amount of \$755,000.00 in Fund 2320 the Public Safety Sales Tax Fund of the Board of Police Commissioners; reducing transfer appropriations in the amount of \$755,000.00 in Fund 2320 the Public Safety Sales Tax Fund; increasing appropriations for debt service in the amount of \$755,000.00 in Fund 2320 the Public Safety Sales Tax Fund; designating requisitioning authorities; approving lease counsel in connection with the transaction; declaring the intent of the City to reimburse itself from the lease purchase proceeds for certain expenditures; authorizing the Director of Finance to modify accounts; authorizing the Director of Finance to close project accounts; and recognizing this ordinance as having an accelerated effective date.

Discussion

The Kansas City Police Department utilizes Department Fleet Vehicles to provide public safety services to the citizens of Kansas City. Often, these vehicles can be driven twenty-four hours a day for seven days a week which causes an increased rate of vehicle wear and maintenance. In order to provide the highest quality and most efficient services possible, members of the Kansas City Police Department require safer, newer-model police vehicles.

Fiscal Impact

- 1. Is this legislation included in the adopted budget? extstyle extstyle
- 2. What is the funding source?

Revenues from the Public Safety Sales Tax (PSST)

- 3. How does the legislation affect the current fiscal year? Funds motor vehicle purchases for FY 2026 is appropriated in the KCPDU fund 2320-211222-634200. These funds will be transferred into the City to pay for lease payments in FY 2026.
- 4. Does the legislation have a fiscal impact in future fiscal years? .Please notate the difference between one-time and recurring costs.

 Currently, the City is projecting a borrowing of \$6,682,640, using the Master Lease Agreement with Banc of America Public Capital Corp ("BAPCC") to finance vehicles over an 8-year span. In keeping with the constraint of not exceeding \$1 million per year allocated from the Public Safety Sales Tax, debt service is projected at \$249,161.17 per quarter at an interest rate of 4.43%.
- 5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
 No, but funding is allocated from a specific and identified source

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? Public Safety (Press tab after selecting.)
- 3. Which objectives are impacted by this legislation (select all that apply):
 - □ Engage the community and community partners to reimagine the system of public safety with a focus on evidence-based approaches for crime

- prevention, treatment of mental health, emergency response time, and the criminal justice system.
- Focus on violence prevention among all age groups, placing an emphasis on youth.
- ✓ Increase fairness, justice, and responsiveness of our municipal criminal justice system to support the best possible outcome for offenders and victims of crime.
- Reduce recidivism through prevention, deterrence, including detention, and re-entry services.
- ☐ Enhance employee recruitment, succession planning, and retention in the police and fire departments with a continued emphasis on diversity. ☐

Prior Legislation

In April 2025, Kansas City voters approved a renewal of a public safety sales tax for a 20-year period. This 1/4 cent sales tax will fund the construction of a new \$250 million city jail and rehabilitation center, as well as other public safety initiatives, including EMS maintenance and upgrades to the police department's equipment and infrastructure. The tax renewal, known as Question 1 on the ballot, passed with 60% support.

Service Level Impacts

Newer police fleet vehicles will increase services to the Kansas City community by providing Kansas City Police Department members with the tools for a quicker and safer emergency response to community member needs.

Other Impacts

- 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? KCPD will explore and test hybrid police vehicle options.
- 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)

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. 250472 KCPD Fleet Vehicles Lease

06/10/2025

Finance, Governance, and Public Safety Committee





Purpose

- Authorize lease with Banc of America Public Capital Corp., to acquire 140 replacement Police vehicles in the aggregate amount of \$6.6 million
- Estimate and appropriate lease proceeds
- Make \$755,000 of the \$1 million appropriation in the Public Safety Sales Tax
 Fund for this purpose available for debt service in FY26
 - Leaves \$245,000 available to KCPD for cash purchase of vehicles
- To authorize Kutak Rock as lease counsel



Master Lease Purchase Agreement with Banc of America Public Capital Corp ("BAPCC")

- Entered into a Master Equipment Lease Purchase Agreement ("Facility") with Banc of America Public Capital Corporation ("BAPCC") on May 1, 2020
 - Approved by Ordinance No. 200273
 - Five-year agreement
- Allows the City to finance vehicles and equipment with set contract terms and a contract rate based on current market rates plus a credit spread
- The City pledges to appropriate annual debt payments under the Schedule
- BAPCC takes a security interest in the equipment being financed through filing of a Uniform Commercial Code financing statement



Background

- KCPD maintains an aging fleet, which consists of vehicles that are 10 to 20 years old with vehicle mileage ranging from 120,000 to 175,000 miles
- The Police department requires a modernized fleet with safer, reliable and more economical vehicles
- Fleet Replacement Plan
 - To prioritize patrol vehicles through the purchase of Dodge Durango Pursuit vehicles.
 - To facilitate the test and evaluation of some Ford Explorer Hybrid Police Interceptor vehicles for future larger scale implementations.



Financial Impact and Source of Repayment

- Estimated debt service payment
 - First year's payment FY26 \$755,000
 - Beginning in FY27 \$1 million per year
 - Eight (8) year financing
 - 4.43% interest rate
- Source of repayment
 - Public Safety Sales Tax



Questions?