



Agenda

Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

Tuesday, August 12, 2025

10:30 AM

26th Floor, Council Chamber

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

PUBLIC OBSERVANCE OF MEETINGS

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

Any closed session may be held via teleconference.

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

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

Public Testimony is Limited to 2 Minutes

FIRST READINGS

City Manager's Office

250623 Sponsor: City Manager's Office

Accepting and approving the recommendation of the Tax Increment Financing Commission of Kansas City, Missouri, as to the termination of the Winchester Center Tax Increment Financing Plan and the termination of the designation of Redevelopment Project Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14; acknowledging that the 23-year period for the redirection of payments in lieu of taxes and economic activity taxes has expired for each of the Redevelopment Project Areas; declaring as surplus those funds within the special allocation fund(s) established in connection with such Redevelopment Project Areas; dissolving the special allocation fund(s) established in connection with such Redevelopment Project Areas; and directing the City Clerk to send copies of this ordinance to Jackson County.

Director of General Services

250632 Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute a term and supply contract (EV3960) that will exceed \$1,000,000.00 with Weis Fire & Safety, LLC to provide Personal Protective Equipment for the Fire Department; authorizing the Manager of Procurement Services to amend and extend the Contract; and authorizing the Fire Chief to expend \$1,016,675.00 from previously appropriated funds.

City Manager's Office

250636 Sponsor: City Manager's Office

Approving the Fifth Amendment to the Heart of the City Neighborhood Stabilization Tax Increment Financing Plan; and directing the City Clerk to transmit copies of this ordinance.

Parks-Shaw and Lucas

250640 Sponsor: Mayor Quinton Lucas

Authorizing the City Manager to execute Amendment No. 1 with Precision in the amount of \$72,570.00 for a total contract amount of \$1,072,560.00 from funds previously appropriated for the purpose of furthering the Illuminate KC initiative by installing decorative lighting on the KCTV Tower.

HELD IN COMMITTEE

City Manager's Office

250614 Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute a \$1,000,000.00 contract with the County of Vernon, Missouri and its Sheriff to house and transport City inmates and detainees; authorizing the Manager of Procurement Services to execute a \$830,375.00 contract with the Johnson County Sheriff's Office to house City inmates and detainees; and authorizing the Manager of Procurement Services to amend and extend the contracts with such additional funds that are appropriated for such purpose.

Robinson

250621 Sponsor: Councilmember Melissa Robinson

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

ADDITIONAL BUSINESS

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

2. Closed Session

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

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

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

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

- Livestream on the city's website at www.kcmo.gov
- Livestream on the city's YouTube channel at

<https://www.youtube.com/watch?v=3hOuBlg4fok>

- Watch Channel 2 on your cable system. The channel is available through Time Warner Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.

- To watch archived meetings, visit the City Clerk's website and look in the Video on Demand section:

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

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

Adjournment



File #: 250623

ORDINANCE NO. 250623

Sponsor: City Manager's Office

Accepting and approving the recommendation of the Tax Increment Financing Commission of Kansas City, Missouri, as to the termination of the Winchester Center Tax Increment Financing Plan and the termination of the designation of Redevelopment Project Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14; acknowledging that the 23-year period for the redirection of payments in lieu of taxes and economic activity taxes has expired for each of the Redevelopment Project Areas; declaring as surplus those funds within the special allocation fund(s) established in connection with such Redevelopment Project Areas; dissolving the special allocation fund(s) established in connection with such Redevelopment Project Areas; and directing the City Clerk to send copies of this ordinance to Jackson County.

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

WHEREAS, on December 19, 1991, the City Council passed Ordinance No. 911435, which accepted the recommendations of the Commission and approved the Winchester Center Tax Increment Financing Plan (the "Redevelopment Plan") and designated the Redevelopment Area described therein to be a Conversation Area (the "Redevelopment Area"); and

WHEREAS, the Redevelopment Plan was amended nine times by Ordinance No. 931165 on October 28, 1993, by Ordinance No. 941181 on September 15, 1994, by Ordinance No. 031366 on January 8, 2004, by Ordinance No. 050617 on July 7, 2005, by Ordinance No. 051235 on October 13, 2005, by Committee Substitute for Ordinance No. 130155 on March 21, 2013, by Ordinance No. 180222 on April 5, 2018, by Ordinance No. 200845 on October 8, 2020, and by Ordinance No. 220390 on May 12, 2022; and

WHEREAS, the Redevelopment Plan, as amended, contemplates the designation of multiple redevelopment project areas, including Redevelopment Project 1 as designated by Ordinance No. 911436, Redevelopment Project 2 as designated by Ordinance No. 911437,

Redevelopment Project 3 as designated by 911438, Redevelopment Project 4 as designated by Ordinance No. 911439, Redevelopment Project 5 as designated by 911440, Redevelopment Project 6 as designated by Ordinance No. 911441, Redevelopment Project 7 as designated by Ordinance No. 911442, Redevelopment Project 8 as designated by Ordinance No. 911443, Redevelopment Project 9 as designated by Ordinance No. 911444, Redevelopment Project 10 as designated by Ordinance No. 911445, Redevelopment Project 11 as designated by Ordinance No. 911446, Redevelopment Project 12 as designated by Ordinance No. 911447, Redevelopment Project 13 as designated by Ordinance No. 931164, and Redevelopment Project 14 as designated by Ordinance No. 941185; and

WHEREAS, all redevelopment project costs described by the Redevelopment Plan have been paid and the Commission desired to terminate the Redevelopment Plan and the designation of the Redevelopment Area and the designation of each of the Redevelopment Project Areas described by the Redevelopment Plan (the “Redevelopment Project Areas”); and

WHEREAS, the Commission has been duly constituted and its members appointed pursuant to Section 99.820.2 of the Act; and, after all proper notice was given, the Commission met in public hearing and after receiving the comments of all interested persons and taxing districts with respect to the Redevelopment Plan, closed said public hearing on May 14, 2025, and adopted its Resolution No. 5-4-25 (the “Resolution”) recommending to the City Council the termination of the Redevelopment Plan and the termination of the designation of each of the Redevelopment Project Area, which shall require that all funds on deposit in the Special Allocation Fund(s) established in connection with such Redevelopment Project Areas be declared surplus and distributed to the affected taxing districts, in accordance with the Act; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the recommendations of the Commission concerning the termination of the Winchester Center Tax Increment Financing Plan, and the designation of the Redevelopment Area described therein, as set forth in Resolution No. 5-4-25, are hereby accepted, and the Winchester Center Tax Increment Financing Plan and the designation of the Redevelopment Area described therein are hereby terminated.

Section 2. That the recommendations of the Commission concerning the termination of the designation of Redevelopment Project Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 described by the Winchester Center Tax Increment Financing Plan, as set forth in Resolution No. 5-4-25 are hereby accepted, and the designation of Redevelopment Project Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 described by the Winchester Center Tax Increment Financing Plan are hereby terminated.

Section 3. That the Council acknowledges that the 23-year period for the redirection of payments in lieu of taxes and economic activity taxes generated by the Redevelopment Project Areas has expired for each of the Redevelopment Project Areas.

Section 4. That all funds within any Special Allocation Fund(s) established in connection with each Redevelopment Area are hereby declared as surplus and shall be distributed in accordance with the Act and the provisions of this ordinance.

Section 5. That following the distribution of the surplus funds, the Special Allocation Fund(s) for the Redevelopment Area of the Winchester Center Tax Increment Financing Plan shall be dissolved.

Section 6. That the City Clerk is hereby directed to send copies of this ordinance to Jackson County.

..end

Approved as to form:

Emalea Kohler
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

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

Submitted Department/Preparer: Please Select

Revised 11/01/23

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

Executive Summary

Accepting and approving the recommendation of the Tax Increment Financing Commission of Kansas City, Missouri, as to the termination of the Winchester Center Tax Increment Financing Plan and the termination of the designation of Redevelopment Project Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14; acknowledging that the 23-year period for the redirection of payments in lieu of taxes and economic activity taxes has expired for each of the Redevelopment Project Areas; declaring as surplus those funds within the special allocation fund(s) established in connection with such Redevelopment Project Areas; dissolving the special allocation fund(s) established in connection with such Redevelopment Project Areas; and directing the City Clerk to send copies of this ordinance to Jackson County.

Discussion

Terminating the TIF Plan and the remaining project area, and surplussing funds in the SAF. Projects 1-12 and 14 have Total Project Cost of \$136 million, and TIF Reimbursable Project Costs of \$15.5 million. The remaining projects, including the Housing Program and Neighborhood Public Infrastructure Program, have Total Project Costs of \$2.8 million, all of which are reimbursable. All eligible costs have been certified and paid.

Fiscal Impact

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

No more funds redirected for TIF

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

N/A

Office of Management and Budget Review

(OMB Staff will complete this section.)

- | | | |
|---|------------------------------|--|
| 1. This legislation is supported by the general fund. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. This fund has a structural imbalance. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 3. Account string has been verified/confirmed. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Additional Discussion (if needed)

This ordinance has no direct fiscal impact.

Citywide Business Plan (CWBP) Impact

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

Prior Legislation

911435, 931165, 941181, 031366, 050617, 051235, 130155, 180222, 200845, 911436, 911437, 941138, 941139, 941140, 941182, 941183, 941184, 911441, 911442, 911443, 911444, 911445, 911446, 941147, 931164, 941185, 051209

Service Level Impacts

N/A

Other Impacts

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

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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



File #: 250632

ORDINANCE NO. 250632

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute a term and supply contract (EV3960) that will exceed \$1,000,000.00 with Weis Fire & Safety, LLC to provide Personal Protective Equipment for the Fire Department; authorizing the Manager of Procurement Services to amend and extend the Contract; and authorizing the Fire Chief to expend \$1,016,675.00 from previously appropriated funds.

WHEREAS, after a solicitation waiver, the City awarded a term and supply contract to Weis Fire & Safety, LLC to provide specialized EMS PPE gear for the Fire Department; and

WHEREAS, the Fire Department will purchase five hundred (500) sets of Innotex Tech Rescue EMS Coats and Pants from current appropriations within the Fire Sales Tax - Capital Fund in the amount of \$1,016,675.00; and

WHEREAS, under the Contract, Contractor provides specialized EMS PPE gear and the cost will exceed \$1,000,000.00; and

WHEREAS, pursuant to Section 3-41, Code of Ordinances, the City Council must authorize contracts in excess of \$1,000,000.00; and

WHEREAS, because of continued need for uniformity in all Fire Department's operations and to minimize additional training costs, this is now sole brand purchase (after the initial solicitation) pursuant to Section 3-1 (22), Code of Ordinances; and NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute a term and supply contract (EV3960) that will exceed \$1,000,000.00 with Weis Fire & Safety, LLC to provide Personal Protective Equipment for the Fire Department. A copy of the Agreement is on file in the Manager of Procurement Services Office.

Section 2. That the Manager of Procurement Services is authorized to amend and extend the contract for up to five (5) additional one (1) year terms without additional council authorization.

Section 3. That the Fire Chief is authorized to expend \$1,016,675.00 from funds appropriated to Account No. 26-2301-231405-634120 to purchase specialized EMS PPE gear.

..end

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a purchase order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligated incurred in the purchase order.

Tammy L. Queen
Director of Finance

Approved as to form:

James M. Brady
Assistant City Attorney

STANDARD CITY CONTRACT
MASTER CONTRACT FOR PRODUCTS AND SERVICES –
THE CITY OF KANSAS CITY, MISSOURI
CONTRACT NO.: EV3960

TITLE/DESCRIPTION: EMS PPE Contract

THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (“CITY”), Weis Fire & Safety, LLC (“CONTRACTOR”).

Sec. 1. The Contract. The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) WFE Quote;
- (c) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the “Contract Documents” and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms “Agreement” and “Contract” and “Contract Documents” are used interchangeably in this Contract and the terms “Agreement” and “Contract” and “Contract Documents” each include all “Contract Documents.”

Attachment A: Evaluation Report EMS Personal Protective Equipment

Sec. 2. Initial Term of Contract and Additional Periods.

- (a) Initial Term. The initial term of this Contract shall begin on July 1, 2025, and shall end on June 30, 2026. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.
- (c) Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

Sec. 3. Compensation.

- (a) CITY shall pay CONTRACTOR on the following basis: the approval of invoice or Quote for repair request after the CITY issues a Purchase Order.
- (b) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: per Purchase order

- (c) CITY shall order all services to be provided by CONTRACTOR under this Contract by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. CITY shall not have any financial obligations to CONTRACTOR under this Contract until the CITY issues a Purchase Order to CONTRACTOR. CONTRACTOR shall not provide any services in excess of the dollar amount contained in any Purchase Order and CONTRACTOR shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 4. Effective Date of Contract.

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

Sec. 5. Invoices.

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.
- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.

Sec. 6. Representations and Warranties of CONTRACTOR. CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would

not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.

- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.

Sec. 7. Survival of the Representations, Warranties and Covenants. All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

Sec. 8. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 9. Termination for Convenience. CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

Sec. 10. Default and Remedies.

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.

Sec. 11. Waiver. Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 12. Acceptance. No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 13. Records.

- (a) For purposes of this Section:
 - 1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
 - 2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- (b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon fifteen (15) days written notice from the CITY.
- (c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within fifteen (15) days after the written request is made.

Sec. 14. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the

Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

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

Sec. 15. Tax Compliance. If the CITY's payments to CONTRACTOR exceed \$160,000.00 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

Sec. 16. Buy American Preference. It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY: Attn: Attention Procurement Services
General Services Department
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
ps-purchasing@kcmo.org

With copies to: Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri

414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3153

If to the CONTRACTOR: Dave Smith
Weis Fire & Safety, LLC
111 E. Pacific
Salina, KS 67402-3467
dave.s@weisfiresafety.com

Sec. 18. General Indemnification.

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
 2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
 3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend, indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (e) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 19. Indemnification for Professional Negligence. If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under

this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

Sec. 20. Insurance.

(a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:
- b. If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the Insurer provides the CITY thirty (30) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.
- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 21. Interpretation of the Contract.

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arms length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the

Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement, in favor of the CITY and its taxpayers even if it will cost the CONTRACTOR more money and time. The decision of CITY's Manager of Procurement shall be final and conclusive if the Manager of Procurement Services acted in good faith.

- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement. CONTRACTOR certifies that CONTRACTOR has provided the CITY written notice of all ambiguities, conflicts, errors or discrepancies that it has discovered in the Agreement and the written resolution thereof by the CITY as embodied in this final Agreement is acceptable to CONTRACTOR.
- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

Sec. 22. Contract Execution. This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 23. Guaranteed Lowest Pricing. CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract.

Sec. 24. Assignability and Subcontracting.

- (a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of

this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 25. Professional Services – Conflict of Interest Certification. If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

Sec. 26. Intellectual Property Rights. CONTRACTOR agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to CITY all computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by CONTRACTOR or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work CONTRACTOR or its agents may do on behalf of CITY or at its request. All inventions and copyrightable works that CONTRACTOR is obligated to disclose shall be and remain entirely the property of CITY. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of CITY. CONTRACTOR hereby assigns to CITY any rights it may have in such copyrightable works. CONTRACTOR shall cooperate with CITY in obtaining any copyrights or patents.

Sec. 27. Reserved.

Sec. 28. Employee Eligibility Verification. CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORs enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

Sec. 29. Emergencies.

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.
- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 30. Reserved.

Sec. 31. Time of Delivery. Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

Sec. 32. F.O.B. Destination. Unless otherwise directed in the solicitation and purchase order, all deliveries shall be F.O.B. Destination and all freight charges shall be included in the total price. Supplies shall be delivered to the destination consignee's warehouse unloading platform, or receiving dock, at the expense of the CONTRACTOR. The CITY shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved prior to the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the CITY acting in its contractual capacity. If rail carrier is used, supplies will be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggy-back") is used, supplies will be delivered to truck tailgate at the unloading platform of the consignee. If the CONTRACTOR uses rail carrier or freight forwarder for less than carload shipments, he shall assure that the carrier will furnish tailgate delivery if transfer to truck is required to complete delivery to consignee. One of the following statements usually will appear on the purchase order, although others may be used. If no statement appears, paragraph 22(a) is applicable.

- (a) F.O.B. Destination, Freight Prepaid by Seller. The seller pays and bears all freight charges.
- (b) F.O.B. Destination, Freight Prepaid and Charged Back on Invoice. The seller pays the freight and charges the CITY by adding it to the invoice.

- (c) F.O.B. Destination, Freight Collect. The CITY pays and bears the freight charges.
- (d) F.O.B. Destination, Freight Collect and Allowed on Invoice. The CITY pays the freight charges and deducts the amount from the seller's invoice.

Sec. 33. Quality. Unless otherwise required by terms of the solicitation, all goods, supplies, and materials furnished shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

Sec. 34. Price. Prices quoted are to be firm and final. All prices quoted shall be net and shall reflect any available discount except for discounts for timely payment. All prices are to be F.O.B. designated delivery point. All shipping, packing, and drayage charges are the responsibility of the supplier. C.O.D. shipments will not be accepted unless otherwise agreed to by the City.

Sec. 35. Brand Name or Equal. Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

Sec. 36. Commercial Warranty. The CONTRACTOR agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract.

Sec. 37. Discounts.

- A. Prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating proposals for award, unless otherwise specified in the solicitation. However, offered discounts of less than twenty (20) days will be taken if payment is made within the discount period, even though not considered in the evaluation of proposals.
- B. In connection with any discount offered, time will be computed from date of delivery of the supplies to the carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance is at destination, or from the date the correct invoice or voucher is received in the office specified by the CITY, if the latter is later than the date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the CITY check.
- C. Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the CITY reserves the right to accept the discount offered and adjust prices accordingly on the purchase order.

Sec. 38. Sellers Invoice. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

Sec. 39. Inspection and Acceptance. Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

Sec. 40. Loss and Damaged Shipments. Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

Sec. 41. Late Shipments. Supplier or CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

Sec. 42. Tax Exemption - Federal and State.

- A. The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- B. The CITY is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

Sec. 43. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the non-appropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The

CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 44. Non-discrimination in Employment. Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 45. Ban the Box in Hiring and Promotion.

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

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

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

Sec. 46. Title VI of the Civil Rights Act of 1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

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

Sec. 47. Quality Services Assurance Act. If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Contractor an exemption pursuant to the Quality Services Assurance Act.

Sec. 48. Anti-Discrimination Against Israel. If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of

goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 49. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- (b) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
- (c) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (d) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

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

Sec. 50. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement. Contractor shall maintain in effect all the

licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

CONTRACTOR

I hereby certify that I have the authority to execute
this document on behalf of CONTRACTOR.

Contractor: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

Assistant City Attorney (Date)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

SUPPLY OF EMS PERSONAL PROTECTIVE EQUIPMENT

Ordinance:

7/11/2025

Fire Department



Procurement Process

- Supply of personal protective equipment for the city's Fire department
- Solicitation Waiver approval
- Annual spend estimated to exceed \$1million
- MWBE goals do not apply per CREO annual goals manual

Weis Fire is the authorized distributor for Innotex PPE in the state of Missouri and based on the Evaluation of 4 different brands within the Fire Department, Innotex was chosen based on the following categories:

- 1) Degree of Fit
- 2) Specific Componentry
- 3) Environmental Factors
- 4) Protection Factors
- 5) Laundering and Durability.

Innotex rated the best in all 5 categories upon evaluation

This PPE will limit the exposure of personnel to cancer causing carcinogens while protecting personnel during most of the incidents that the KCFD responds to.

This includes medical calls, MVA, and other service calls where personnel would not normally be exposed to fire and products of combustion.

Description of equipment to be provided:

- a. Innotex Tech Rescue EMS Coat and Pant ANSI Class 2 Reflective Yellow,
- b. Multiple Use Tech Rescue & Medical Operations PFAS Free NFPA 1951 & 1999

Questions?



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: TMP-5759

Submitted Department/Preparer: Fire

Revised 6/10/24

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

Executive Summary

Authorizing the Manager of Procurement Services to execute a term and supply contract (EV3960) that will exceed \$1,000,000.00 with Weis Fire & Safety, LLC to provide Personal Protective Equipment for the Fire Department; authorizing the Manager of Procurement Services to amend and extend the Contract; and authorizing the Fire Chief to expend \$1,016,675.00 from previously appropriated funds.

MWBE goals do not apply to this purchase per CREO Annual Goals Manual.

Discussion

Authorizing the Manager of Procurement Services to execute a contract with Weis Fire & Safety, LLC to provide Personal Protective Equipment for Emergency services that will exceed \$1,000,000.00; and authorizing the Manager of Procurement Services to amend and extend the Contract.

Fiscal Impact

1. Is this legislation included in the adopted budget? ☒ Yes ☐ No
2. What is the funding source?
Fire Sales Tax Capital - 2301-231405-634120
3. How does the legislation affect the current fiscal year?
Reduces appropriations by \$1,016,675.00
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

Recurring

5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
No

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

- | | | |
|---|---|--|
| 1. This legislation is supported by the general fund. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| 2. This fund has a structural imbalance. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Account string has been verified/confirmed. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

- View the [Adopted 2025-2029 Citywide Business Plan](#)
- Which CWBP goal is most impacted by this legislation?
Public Safety (Press tab after selecting.)
- Which objectives are impacted by this legislation (select all that apply):
 - ☐ 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

N/A

Service Level Impacts

xx

Other Impacts

1. What will be the potential health impacts to any affected groups?
This brand of PPEs are recommended because they are produced without the cancer causing agents that other PPEs in the Market possess.
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?
Eliminates the exposure of cancer causing agents not only to Fire Department personnel, but also the general public.
4. Does this legislation create or preserve new housing units?
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

Yes - I have submitted documents for CREO Review (Press tab after selecting)
Please attach or copy and paste CREO's review.

Click or tap here to enter text.

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

No(Press tab after selecting)

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. XXXXXX

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute a term and supply contract (EV3960) that will exceed \$1,000,000.00 with Weis Fire & Safety, LLC to provide Personal Protective Equipment for the Fire Department; authorizing the Manager of Procurement Services to amend and extend the Contract; and authorizing the Fire Chief to expend \$1,016,675.00 from previously appropriated funds.

WHEREAS, after a solicitation waiver, the City awarded a term and supply contract to Weis Fire & Safety, LLC to provide specialized EMS PPE gear for the Fire Department; and

WHEREAS, the Fire Department will purchase five hundred (500) sets of Innotex Tech Rescue EMS Coats and Pants from current appropriations within the Fire Sales Tax - Capital Fund in the amount of \$1,016,675.00; and

WHEREAS, under the Contract, Contractor provides specialized EMS PPE gear and the cost will exceed \$1,000,000.00; and

WHEREAS, pursuant to Section 3-41, Code of Ordinances, the City Council must authorize contracts in excess of \$1,000,000.00; and

WHEREAS, because of continued need for uniformity in all Fire Department's operations and to minimize additional training costs, this is now sole brand purchase (after the initial solicitation) pursuant to Section 3-1 (22), Code of Ordinances; and NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute a term and supply contract (EV3960) that will exceed \$1,000,000.00 with Weis Fire & Safety, LLC to provide Personal Protective Equipment for the Fire Department. A copy of the Agreement is on file in the Manager of Procurement Services Office.

Section 2. That the Manager of Procurement Services is authorized to amend and extend the contract for up to five (5) additional one (1) year terms without additional council authorization.

Section 3. That the Fire Chief is authorized to expend \$1,016,675.00 from funds appropriated to Account No. 2301-231405-634120 to purchase specialized EMS PPE gear.

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a purchase order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligated incurred in the purchase order.

Tammy L. Queen
Director of Finance

Approved as to form:

James M. Brady
Assistant City Attorney



Legislation Text

File #: 250636

ORDINANCE NO. 250636

Sponsor: City Manager's Office

Approving the Fifth Amendment to the Heart of the City Neighborhood Stabilization Tax Increment Financing Plan; and directing the City Clerk to transmit copies of this ordinance.

WHEREAS, pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, 1986, as amended (the "Act"), the City Council of Kansas City, Missouri, by Ordinance No. 54556, passed on November 24, 1982, and thereafter repealed and amended in certain respects by Committee Substitute for Ordinance No. 911076, as amended, passed on August 29, 1991, Ordinance No. 100089, passed on January 28, 2010, and Committee Substitute for Ordinance No. 140823, As Amended, passed on June 18, 2015, and Committee Substitute for Ordinance No. 230524, passed on June 22, 2023, created the Kansas City Tax Increment Financing Commission (the "Commission"); and

WHEREAS, the City Council, by passage of Ordinance No. 160979, accepted the recommendations of the Commission, approved the Troost Avenue Tax Increment Financing Plan, as modified, and renamed the same to be known as the Heart of the City Neighborhood Stabilization Tax Increment Financing Plan (the "Plan"), and designated the redevelopment area described therein to be a Conservation Area (the "Redevelopment Area"); and

WHEREAS, the Plan has been amended four times by Ordinance No. 170887 on November 30, 2017, by Ordinance No. 180212 on April 5, 2018, by Ordinance No. 190828 on October 17, 2019, and by Ordinance No. 190943 on December 5, 2019; and

WHEREAS, the Fifth Amendment to the Plan ("Fifth Amendment") has been proposed to the Council, which incorporates certain parameters for the Housing Program so that tax increment financing can fund improvements contemplated thereby (the "Proposed Fifth Amendment Modifications"); and

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

WHEREAS, the Council wishes to approve the proposed Fifth Amendment; NOW, THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Council hereby approves the Fifth Amendment to the Plan, a copy of which is attached hereto.

Section 2. All terms used in this ordinance, not otherwise defined herein, shall be construed as defined in the Act.

Section 3. The Council hereby finds that:

- (a) Good cause has been shown for the Fifth Amendment of the Plan, and that the findings of the Council in Ordinance No. 170887, Ordinance No. 180212, Ordinance No. 190828, and Ordinance No. 190943 are not affected by the Fifth Amendment and apply equally to the Fifth Amendment;
- (b) The Redevelopment Area is a Conservation Area and has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of the Plan. A conservation study is attached to the Plan which includes a detailed description of the factors that qualify the Redevelopment Area as a Conservation Area, along with an affidavit, signed by the developer, attesting that the provisions of this subdivision have been met;
- (c) The Plan, as amended, conforms to the comprehensive plan for the development of the City as a whole;
- (d) The areas selected for the Redevelopment Project include only those parcels of real property and improvements therein which will be directly and substantially benefited by the improvements contemplated by the Redevelopment Project;
- (e) The estimated dates of completion of the improvements contemplated by the Redevelopment Project and retirement of obligations incurred to finance Redevelopment Project Costs, have been stated in the Plan, as amended by the Fifth Amendment, and are not more than 23 years from the adoption of any ordinance approving a Redevelopment Project within the Redevelopment Area, provided that no ordinance approving a Redevelopment Project shall be adopted later than ten years from the adoption of the ordinance approving the Plan and provided that no property for a redevelopment project shall be acquired by eminent domain later than five years from the adoption of the ordinance approving the Redevelopment Project;
- (f) A relocation assistance plan for businesses and residences is incorporated and made a part of the Plan;

- (g) A cost-benefit analysis showing the economic impact of the Plan on each taxing district which is at least partially within the boundaries of the Redevelopment Area is attached to the Plan and the analysis demonstrates the impact on the economy if the Redevelopment Project is not built, and is built pursuant to the Plan under consideration and such analysis includes a fiscal impact study on every affected political subdivision, along with sufficient information from the developer for the Commission to evaluate whether the project, as proposed, is financially feasible; and
- (h) The Plan, as amended by the Fifth Amendment, does not include the initial development or redevelopment of any gambling establishment.

Section 4. That the Commission is authorized to issue obligations in one or more series of bonds secured by the Heart of the City Neighborhood Stabilization Tax Increment Financing Plan Account ("Heart of the City TIF Account") of the Special Allocation Fund to finance Redevelopment Project Costs within the Redevelopment Area and, subject to any constitutional limitations, to acquire by purchase, donation, lease or eminent domain, own, convey, lease, mortgage, or dispose of, land or other property, real or personal, or rights or interests therein, and grant or acquire licenses, easements and options with respect thereto, all in the manner and at such price the Commission determines, to enter into such contracts and take all such further actions as are reasonably necessary to achieve the objectives of the Plan pursuant to the power delegated to it by the City. Any obligations issued to finance Redevelopment Project Costs shall contain a recital that they are issued pursuant to Sections 99.800 to 99.865, which recital shall be conclusive evidence of their validity and of the regularity of their issuance.

Section 5. That pursuant to the provisions of the Plan, as amended by the Fifth Amendment, the City Council approves the pledge of all funds that are deposited into the Heart of the City TIF Account of the Special Allocation Fund to the payment of Redevelopment Project Costs identified by the Plan and permitted by the Act and authorizes the Commission to pledge such funds on its behalf.

Section 6. That the City Clerk shall transmit a copy of this ordinance to the County Clerk and County Executive of Jackson County, Missouri.

..end

Approved as to form:

Emalea Kohler
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

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

Submitted Department/Preparer: Please Select

Revised 6/10/24

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

Executive Summary

Approving the Fifth Amendment to the Heart of the City Neighborhood Stabilization Tax Increment Financing Plan; and directing the City Clerk to transmit copies of this ordinance.

Discussion

This Amendment modifies the Housing Program of the Heart of the City TIF Plan. Currently, TIF Loan/Grants under this program are available up to \$10,000. The only modification being proposed to this program is to increase the TIF Loan/Grant amount to up to \$20,000.

Fiscal Impact

1. Is this legislation included in the adopted budget? ☐ Yes ☒ No
2. What is the funding source?
TIF SAF
3. How does the legislation affect the current fiscal year?
N/A
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
N/A
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?
N/A

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

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

Prior Legislation

Heart of the City Neighborhood Stabilization Plan			
	Plan Approval and Project 1	160979	12/22/16
Heart of the City	1st Amendment	170887	11/30/17
Heart of the City	2nd Amendment	180212	4/5/18
Heart of the City	3rd Amendment	190828	10/17/19
Heart of the City	4th Amendment	190943	12/5/19

Service Level Impacts

No service level impacts expected

Other Impacts

1. What will be the potential health impacts to any affected groups?
No potential health impacts identified
2. How have those groups been engaged and involved in the development of this ordinance?
N/A
3. How does this legislation contribute to a sustainable Kansas City?
Utilizing TIF funding to help single family home owners repair homes, allow for gap funding on new homes, and protect housing stock in the city

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

However, it does have the potential to create or preserve new housing units through the funding provided by the program.

[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:

Program rules do not need CREO's approval. The projects that result from this program may need to seek CREO review in the future.

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)

**FIFTH AMENDMENT TO THE
HEART OF THE CITY
NEIGHBORHOOD STABILIZATION
TAX INCREMENT FINANCING PLAN**

KANSAS CITY, MISSOURI

TIF COMMISSION APPROVAL:

N/A
DATE: _____ **RESOLUTION No.**

CITY COUNCIL APPROVAL:

DATE: _____ **ORDINANCE No.**

FIFTH AMENDMENT
TO THE
HEART OF THE CITY NEIGHBORHOOD STABILIZATION
TAX INCREMENT FINANCING PLAN

Introduction

This Fifth Amendment to the Heart of the City Neighborhood Stabilization Tax Increment Financing Plan (the “Fifth Amendment”) modifies the Heart of the City Neighborhood Stabilization Tax Increment Financing Plan as approved by Ordinance No. 160979 and amended by Ordinance Nos. 170887, 180212, 190828, and 190943 (collectively, referred to herein as the “Plan”). The Fifth Amendment (i) modifies the parameters for the Housing Program contemplated by the Plan and (ii) modifies the Exhibits attached to the Plan that are in furtherance of the above modification, as necessary.

To the extent the Plan varies with the Fifth Amendment, said Plan shall be amended and superseded thereby. Except for those specific amendments set forth herein, the Plan remains unchanged and shall remain in full force and effect.

Specific Amendments

In accordance with this Fifth Amendment, the Plan shall be amended as follows:

Amendment No. 1. Exhibit 12, entitled “Heart of the City Neighborhood Stabilization TIF Plan Housing Program” shall be deleted and replaced with the following:

Exhibit 12
Heart of the City Neighborhood Stabilization TIF Plan
Housing Program

Single-Family Owner Occupied:

TIF Loan/Grants are available in an amount up to \$20,000 for single-family owner-occupied homes as follows:

- Under 100% median income: no match required
- 100% to 125% median income: dollar for dollar match required
- Over 125% median income: 2 to 1 match required

The property owner must execute a deed of trust for the benefit of the Commission for 5 years. Each year that the owner maintains the property as his/her primary place of residence, 20% of the loan/grant is forgiven. At the end of 5 years, the Commission will execute and record a release of the deed of trust. If the owner transfers ownership of the property or does not maintain the property as his/her primary residence prior to the end of the 5-year period, he/she will be required to repay to the program the amount of the loan/grant which has not been forgiven.

Single Family Rental to Ownership Conversion

TIF Loan/Grants are available in an amount up to \$10,000 for rental homes. The owner must match dollar for dollar and provide proof that house was a rental property prior to participation in program. The proposed repairs to the house must result in a complete rehabilitation of the home so that it can be successfully marketed. The home must be offered for sale and sold to a single-family owner within 18 months after completion of repairs. No lease to own contracts will be allowed. If the property is not sold within 18 months after completion of the repairs, the TIF loan/grant amount shall be due and payable immediately. The Commission will execute a deed of release upon closing.

Multi-Family Units (2 to 6 units)

TIF Loan/Grants are available in an amount up to \$2,500 per unit with owner matching funds dollar for dollar. TIF funds can only be used on the exterior improvements. The property owner must execute a deed of trust for the benefit of the Commission for 5 years. Each year that the owner maintains fee simple ownership of the property, 20% of the loan/grant is forgiven. At the end of 5 years, the Commission will execute and record a release of the deed of trust. If the owner transfers ownership of the property prior to the end of the 5-year period, he/she will be required to repay to the program the amount of the loan/grant which has not been forgiven.

Single Family New Construction / Gap

A TIF Grant is available in an amount up to \$10,000 per lot. Funds may be used for costs of construction risk or gap in financing for new construction. Construction risk consists of costs of excavation/removal of buried foundations, concrete, rock, underground tanks, abandoned utilities or other unforeseen or unknown underground construction or environmental hazards. Gap in financing consists of the difference between the hard construction cost of the home and the appraised value of the finished home. Funds may also be used for demolition of an existing structure to allow construction of a new home. Funds may also be used to acquire a lot for the construction of a single-family home when the entity building the home is a nonprofit and also receives funding from the City of Kansas City Missouri.

Single-Family Rental

A TIF Grant is available in an amount up to \$5,000 per home with owner matching dollar for dollar. Each applicant must demonstrate all properties within Kansas City owned by the applicant are in compliance with all city codes and regulations. The property owner must execute a deed of trust for the benefit of the Commission for 5 years. Each year that the owner maintains ownership of the property, 20% of the loan/grant is forgiven. At the end of 5 years, the Commission will execute and record a release of the deed of trust. If the owner transfers ownership of the property prior to the end of the 5-year period, he/she will be required to repay to the program the amount of the loan/grant which has not been forgiven.

Application Process

Applicant will complete an application on a form approved by the program administrator.

Contractor and vendor requirements

All vendors or contractors paid through the program will provide such documentation as required by the program administrator.

Additional requirements

Improvements within the Troost Corridor Overlay shall be compliant with the regulations as approved by Ordinance No. 150581.

Improvements to properties subject to the standards of 88-323 Boulevard and Parkway Standards shall comply with said standards.

Advisory Committee

Advisory Committee. The Advisory Committee will consist of 9 individuals appointed by the Mayor who have a residency or civic interest (personal, political and/or business) within the Heart of the City TIF Area consisting of 2 council members from the Redevelopment Area or their designees, 1 representative of the City Planning Department, 1 representative from the Neighborhood and Housing Services Department, 4 neighborhood representatives and 1 representative from the current target area of the housing program. Alternates for the City representatives may also be appointed.

Review of Applications

All applications will be reviewed by the Advisory Committee, whose decision will be final.

For all properties, exterior improvements and conditions imperiling health and safety are the top priorities of the program.



Legislation Text

File #: 250640

ORDINANCE NO. 250640

Sponsor: Mayor Quinton Lucas

Authorizing the City Manager to execute Amendment No. 1 with Precision in the amount of \$72,570.00 for a total contract amount of \$1,072,560.00 from funds previously appropriated for the purpose of furthering the Illuminate KC initiative by installing decorative lighting on the KCTV Tower.

WHEREAS, City Council previously demonstrated support of the Illuminate KC initiative through approval of Ordinance 250339 which authorized the City Manager to enter into a license agreement with Gray Local Media, Inc. dba KCTV for the purpose of illuminating the KCTV Tower; and

WHEREAS, an Amendment in the amount of \$72,570.00 is needed for removal of existing Tower equipment in order to complete the project; NOW, THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY

Section 1. That the City Manager is authorized to execute Amendment No. 1 with Precision in the amount of \$72,570.00 for a total contract amount of \$1,072,560.00 from funds previously appropriated for the purpose of installing decorative lighting on the KCTV Tower.
..end

The City has no financial obligation under both this Ordinance and Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, in the treasure, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

Tammy L. Queen
Director of Finance

Approved as to form:

Dustin E. Johnson
Assistant City Attorney



File #: 250614

ORDINANCE NO. 250614

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to execute a \$1,000,000.00 contract with the County of Vernon, Missouri and its Sheriff to house and transport City inmates and detainees; authorizing the Manager of Procurement Services to execute a \$830,375.00 contract with the Johnson County Sheriff's Office to house City inmates and detainees; and authorizing the Manager of Procurement Services to amend and extend the contracts with such additional funds that are appropriated for such purpose.

WHEREAS, since 2014, the City has housed City inmates and detainees and KCPD arrestees and detainees at the Jackson County Regional Correction Center under an Intergovernmental Cooperative Agreement ("Agreement") with Jackson County, Missouri; and

WHEREAS, on June 22, 2018, Jackson County notified the City that Jackson County was terminating the Agreement on June 25, 2019; and

WHEREAS, Jackson County's termination of the Agreement has necessitated the City to have short-term and long-term transition plans to house City inmates and detainees and KCPD arrestees and detainees; and

WHEREAS, this contract with the County of Vernon and its Sheriff will continue to provide a short-term housing solution for City inmates and detainees while the City develops long term solutions; and

WHEREAS, Section 3-4l(a)(2), Code of Ordinances, requires the Manager of Procurement Services, to obtain City Council authorization to enter into contracts that may exceed \$1,000,000.00; and

WHEREAS, this contract with the Johnson County Sheriff's Office will continue to provide a short-term housing solution for City inmates and detainees while the City develops long term solutions; and

WHEREAS, the City is exploring modular detention facilities; and

WHEREAS, **both Agreements provide that the City can terminate the contract for convenience; NOW, THEREFORE,**

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to execute a \$1,000,000.00 contract with the County of Vernon, Missouri and its Sheriff to house and transport City inmates and detainees with \$1,000,000.00 funds previously appropriated to Account No. 1000-102210-619080 for such purpose. A copy of the contract in substantial form is on file in office of the Manager of Procurement Services.

Section 2. That the Manager of Procurement Services is authorized to execute a \$830,375.00 contract with the Johnson County Sheriff's Office to house City inmates and detainees with \$830,375.00 funds previously appropriated to Account No. 1000-102210-619080 for such purpose. A copy of the contract in substantial form is on file in office of the Manager of Procurement Services.

Section 3. That the Manager of Procurement Services is authorized to amend and extend the contracts for up to five (5) additional one (1) year renewals with such additional funds that are appropriated for such purpose without additional City Council authorization
..end

The City has no financial obligation under this Ordinance and Agreement until the Manager of Procurement Services issues a Purchase Order which will be signed by the City's Director of Finance certifying there is a balance, otherwise encumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise encumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.

Tammy Queen
Director of Finance

Approved as to form:

James M. Brady
Assistant City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 250614

Submitted Department/Preparer: City Manager's Office

Revised 6/10/24

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

Executive Summary

Authorizing the Manager of Procurement Services to execute a \$1,000,000.00 contract with the County of Vernon, Missouri and its Sheriff to house and transport City inmates and detainees; authorizing the Manager of Procurement Services to execute a \$830,375.00 contract with the Johnson County Sheriff's Office to house City inmates and detainees; and authorizing the Manager of Procurement Services to amend and extend the contracts with such additional funds that are appropriated for such purpose.

Discussion

This contract with the County of Vernon & its Sheriff & the Johnson County Sheriff's Office will continue to provide a short-term housing solution for City inmates & detainees while the City develops long term solutions.

Fiscal Impact

1. Is this legislation included in the adopted budget? ☒ Yes ☐ No
2. What is the funding source?
General Fund
1000-102210-619080
3. How does the legislation affect the current fiscal year?
No effects as the money is already budgeted for this fiscal year 2026.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
These costs are for this FY, however, the Manager of Procurement Services is authorized to amend and extend the contracts for up to five (5) additional one

(1) year renewals with such additional funds that are appropriated for such purpose without City Council Authorization.

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

No

Office of Management and Budget Review

(OMB Staff will complete this section.)

- | | | |
|---|---|-----------------------------|
| 1. This legislation is supported by the general fund. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. This fund has a structural imbalance. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Account string has been verified/confirmed. | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

Additional Discussion (if needed)

There are sufficient appropriations available in the specified account strings to support the contract authorized by this ordinance.

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

Ordinance No. 190466

Service Level Impacts

This Ordinance will continue the housing and transportation of City inmates and detainees until the City can finalize a plan for a more permanent Correctional Center in the Kansas City, MO area.

Other Impacts

1. What will be the potential health impacts to any affected groups?
If we do not have a viable location for criminal offenders to be housed it could negatively impact individuals and/or businesses who were victims of crimes of these offenders.
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?
It helps to house our criminal offenders and increases public safety.
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.

Please Select (Press tab after selecting)

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

No(Press tab after selecting)



File #: 250621

RESOLUTION NO. 250621

Sponsor: Councilmember Melissa Robinson

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

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

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

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

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

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

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

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

..end

No
Docket
Memo
Provided
For
250621