



Agenda

Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

Tuesday, May 21, 2024

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>

240446 Sponsor: Councilperson Melissa Robinson

Directing the City Manager to evaluate national and international models of costs, benefits, barriers, financing options, and policy implications to design, build, and operate a comprehensive municipal rehabilitation center inclusive of detention facilities, mental health services, inpatient and outpatient substance abuse treatment, and transitional housing to adequately serve the population that is currently served by our municipal justice system; and directing the City Manager to report back to Council in 30 days.

Attachments: [No Docket memo 240446](#)

240449 Sponsor: City Manager

Authorizing the City Manager to negotiate and execute a Surface Transportation Block Grant Agreement with the Missouri Highways and Transportation Commission related to Congressionally Directed Spending in support of the South Loop Project, Federal Project

No. KU0833, City Project No. 89022041.

Attachments: [Docket Memo - Federal Funds funding ordinance](#)

240450 Sponsors: Mayor Quinton Lucas and City Manager

Authorizing the City Manager to execute a funding agreement with the Missouri Department of Economic Development related to an allocation of funds in the amount of \$28.6 million from the State of Missouri in support of the South Loop Project.

Attachments: [South Loop Park Agreement 7.024 Final](#)
[Docket Memo - DED funding ordinance](#)

240452 Sponsor: Councilmember Andrea Bough

Authorizing the Director of Convention and Entertainment Facilities to enter into an Amended and Restated Licensed User Agreement with John Gore Theatrical Group, Inc., to be the exclusive provider of Broadway shows in the Music Hall at Municipal Auditorium and to extend the current term through August 31, 2034, with one renewable three- year period option right.

Attachments: [No Docket memo 240452](#)

240455 Sponsor: Councilmember Ryana Parks-Shaw

Authorizing the City Manager to negotiate and execute a development agreement with Swope Health Services or an affiliated entity for the property located at 5900 Swope Parkway, in Kansas City, Missouri, estimating revenue from the sale of property and appropriating funds to defease outstanding bonds; appropriating \$2,500,000.00 from the unappropriated fund balance of the Health Levy as a contribution toward redevelopment of the site; authorizing the Director of Finance to execute an escrow agreement and related documents; approving the selection of Kutak Rock LLP and Hardwick Law Firm as defeasance counsel for this matter; and directing the City Manager to identify additional funding sources for up to \$2,500,000.00 to be for utilized for the redevelopment of the site.

Attachments: [No Docket memo 240455](#)

240457 Sponsor: Councilmember Nathan Willett

RESOLUTION - Directing the City Manager to provide the City Council with an update on City social media account policies during a business session within the next 30 days.

Attachments: [No Docket memo 240457](#)

HELD IN COMMITTEE

ADDITIONAL BUSINESS

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

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.

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

- Live Stream on the city's website at www.kcmo.gov
- Live Stream on the city's YouTube channel at <https://www.youtube.com/watch?v=3hOublg4fok>
- Watch Channel 2 on your cable system.

The channel is available through Time Warner Cable (channel 2 or 98.2),

AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.

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

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

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

Adjournment



File #: 240446

RESOLUTION NO. 240446

Sponsor: Councilperson Melissa Robinson

Directing the City Manager to evaluate national and international models of costs, benefits, barriers, financing options, and policy implications to design, build, and operate a comprehensive municipal rehabilitation center inclusive of detention facilities, mental health services, inpatient and outpatient substance abuse treatment, and transitional housing to adequately serve the population that is currently served by our municipal justice system; and directing the City Manager to report back to Council in 30 days.

WHEREAS, the City's Special Committee for Municipal Rehabilitation and Detention is in the process of gathering information to make recommendations to the full Council on the needs of a new rehabilitation and detention center facility; and

WHEREAS, the City is determined to maintain a municipal justice system that does not criminalize poverty, homelessness, mental illness, or individuals suffering from substance abuse; and

WHEREAS, a report by the Prison Policy Initiative, titled "Memo to Kansas City, MO: Time to rethink your plan to build a new jail," notes that the city jail is used almost exclusively for low-level charges like city ordinance violations, as people charged with more serious offenses are incarcerated in the county jail, and their analysis found that the majority of people incarcerated in the city jail were booked for crimes that did not involve any allegations of violence. The authors state that this raises serious doubts about whether more city jail beds will make the community safer or simply lock up more of its members unnecessarily; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is directed to evaluate national and international models of costs, benefits, barriers, financing options, and policy implications to design, build, and operate a comprehensive municipal rehabilitation center inclusive of detention facilities, mental health services, inpatient and outpatient substance abuse treatment, and transitional housing to adequately serve the population that is currently served by our municipal justice system.

Section 2. That the City Manager is directed to report back to Council in 30 days.

..end

No
Docket
Memo
Provided
For
Resolution
240446



File #: 240449

ORDINANCE NO. 240449

Sponsor: City Manager

Authorizing the City Manager to negotiate and execute a Surface Transportation Block Grant Agreement with the Missouri Highways and Transportation Commission related to Congressionally Directed Spending in support of the South Loop Project, Federal Project No. KU0833, City Project No. 89022041.

WHEREAS, the FY 2023 Consolidated Appropriations Act (P.L. 117-328), authorizes funding for Congressionally Directed Spending (hereinafter, “Earmark”) to fund transportation related projects; and

WHEREAS, the City has received an allocation in the amount of \$28,600,000.00 to construct the South Loop Project using such Earmark funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of an agreement between the City and the Missouri Highways and Transportation Commission; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to negotiate and execute a Surface Transportation Block Grant Agreement with the Missouri Highways and Transportation Commission for the South Loop Project, Federal Project No. KU0833, City Project No. 89022041.

..end

Approved as to form:

Emalea Black
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240449

Submitted Department/Preparer: City Manager's Office

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

Authorizing the City Manager to negotiate and execute a Surface Transportation Block Grant Agreement with the Missouri Highways and Transportation Commission related to Congressionally Directed Spending to support of the South Loop Project, Federal Project No. KU0833, City Project No. 89022041.

Discussion

The City of Kansas City has received an allocation of \$28.6 million in federal funds through Congressionally Directed Spending (hereinafter, "Earmark") to fund the construction of the South Loop Park, a 5.5 acre urban park which will be constructed above I-670 between Wyandotte and Grand Ave. The agreement provides that the City assume responsibility for all aspects of construction of the project. The funding agreement provides the conditions upon which the City will be reimbursed for project expenses, up to \$28.6 million. Project must be obligated by September 30, 2026 and funds must be expended and invoiced by September 30, 2031.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
N/A
3. How does the legislation affect the current fiscal year?
Funds are provided for the city to pceed with the construction of the South Loop Project, a 5.5 acre park over that portion of I-670 between Wyandotte Street and Grand Boulevard.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
Click or tap here to enter text.

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

Click or tap here to enter text.

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
- Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
 - Ensure adequate resources are provided for continued maintenance of existing infrastructure.
 - Focus on delivery of safe connections to schools.

Prior Legislation

230285 – authorizing application to MDFB to secure tax redits to support the South Loop Project

230477 – appropriating the sum of \$10 million to fund the City's contribution to the South Loop Project.

240225 – Authorizing execution of an Assignment and Assumption Agreement with PortKC and authorizing execution of Contract Amendment No. 1 with HNTB Corporation for design services related to the South Loop Project.

Service Level Impacts

None at this time.

Other Impacts

1. What will be the potential health impacts to any affected groups?
The project to be constructed by funds provided by this ordinance will improve air quality and reduce noise along the project area.
2. How have those groups been engaged and involved in the development of this ordinance?
The project has provided numerous opportunities for the public to engage and become aware of the project. Additional public meetings are anticipated during the month of December.
3. How does this legislation contribute to a sustainable Kansas City?
The project to be constructed by funds provided by this ordinance will reclaim space that has caused a divide between two neighborhoods in the Greater Downtown Kansas City area.
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 #: 240450

ORDINANCE NO. 240450

Sponsors: Mayor Quinton Lucas and City Manager

Authorizing the City Manager to execute a funding agreement with the Missouri Department of Economic Development related to an allocation of funds in the amount of \$28.6 million from the State of Missouri in support of the South Loop Project.

WHEREAS, the Missouri General Assembly appropriated, and the Governor approved, \$28,600,000.00 for DED “For the planning, design, and construction of a park above an interstate in any city with more than four hundred thousand inhabitants and located in more than one county” from the “General Revenue Fund” (the “Appropriation”); and

WHEREAS, the City sought the Appropriation through an elected senator or representative; and

WHEREAS, the City has been identified to Missouri Department of Economic Development (DED) as the entity responsible for implementing the activities described in the Appropriation; and

WHEREAS, the City and DED wish to set forth their mutual expectations and obligations with respect to the Appropriation; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to enter into a Funding Agreement with the Missouri Department of Economic Development for the South Loop Project, Federal Project No. KU0833, City Project No. 89022041. A copy of the funding agreement is attached hereto in substantial form.

..end

Approved as to form:

Emalea Black
Associate City Attorney



**House Bill 7 Funding Agreement
Fiscal Year 2024**

This agreement ("Agreement") is entered into by and between the Department of Economic Development, an executive branch agency of the State of Missouri ("DED"), and Recipient (together with DED a "Party" or collectively the "Parties").

1. IDENTIFYING INFORMATION

A field with an asterisk (*) is a defined term in this Agreement.

RECIPIENT* City of Kansas City, Missouri	RECIPIENT'S PARENT (if applicable) Not applicable
STATE OF ORGANIZATION Missouri	TYPE OF ENTITY Municipality
MAXIMUM FUNDING AMOUNT* \$28,600,000	EFFECTIVE DATE OF AWARD July 1, 2023
PERIOD OF PERFORMANCE* July 1, 2023 to June 30, 2024 FY24 REIMBURSEMENT DEADLINE: June 10, 2024	FUNDING SOURCE AND GENERAL DESCRIPTION § 7.024, planning, design, and construction of a park above an interstate in Kansas City
NOTICE TO RECIPIENT* City of Kansas City, Missouri Attn: Brian Platt, City Manager 414 E. 12 th Street, 29 th Floor Kansas City, MO 64106 Email: brian.platt@kcmo.org WITH COPY TO Law Department 414 E. 12 th Street, 28 th Floor Kansas City, MO 64106 Email: law@kcmo.org	NOTICE TO DED* Department of Economic Development Attn: Bradley Clark Director of New Programs Federal Initiatives Mail: PO Box 1157 Jefferson City, MO 65102 Physical: 301 W. High Street, Suite 720 Jefferson City, MO 65101 Phone: 573/395-6055 Email: Bradley.Clark@ded.mo.gov

2. RECITALS

- 2.1. The Missouri General Assembly appropriated, and the Governor approved, \$28,600,000 for DED "For the planning, design, and construction of a park above an interstate in any city with more than four hundred thousand inhabitants and located in more than one county" from the "General Revenue Fund" for State Fiscal Year 2024 (July 1, 2023 – June 30, 2024, "FY24") (House Bill 7, § 7.024) (the "Appropriation").
- 2.2. Recipient sought the Appropriation through an elected senator or representative.
- 2.3. Kansas City is the city described in the appropriation.

- 2.4. Recipient has been identified to DED as the entity responsible for implementing the activities described in the Appropriation.
- 2.5. The Parties wish to set forth their mutual expectations and obligations with respect to the Appropriation for Recipient, and agree as follows:

3. DEFINITIONS

- 3.1. As used in this Agreement, capitalized terms have the meanings set forth in the introductory clause, Sections 1 (terms followed by an asterisk), 2, and 4 of this Agreement, and as follows:
 - (a) "General Revenue Funds" mean the financial assistance Recipient may receive from DED under this Agreement, which must not exceed the Maximum Funding Amount in Section 1 of this Agreement.
 - (b) "Request for Reimbursement" means the form, including accompanying and supporting documentation, completed by Recipient and submitted to DED to request payment from General Revenue Funds.
 - (c) "RSMo" means the Revised Statutes of Missouri.

4. RECIPIENT'S REPRESENTATIONS AND OBLIGATIONS

- 4.1. Recipient represents the following:
 - (a) Recipient sought the Appropriation through an elected senator or representative.
 - (b) The Appropriation was sought for the planning, design, and construction of a 5.5-acre park bridging a four-block section above Interstate 670 from Grand Boulevard to Wyandotte Street that will:
 - (i) connect the south side of Kansas City's Central Business District (CBD) and the Crossroads Arts District.
 - (ii) connect Kansas City's Bartle Hall Convention Center and T-Mobile Arena.
 - (iii) include open lawns, a play area, dog park, amphitheater, musical pavilion, and community plaza.(Collectively, the "Project").
 - (c) Upon completion, the Project is expected to:
 - (i) provide recreational spaces, landscaping, and community programming that will promote lifestyle and health benefits for residents, employees, and tourists in the area; and
 - (ii) benefit Kansas City's residents, the CBD, and Crossroads Arts District, and the area's tourism industry.
 - (d) The Project has federal funding of \$28,600,000 and additional federal funding of approximately \$75,000,000 is being sought. The Project has \$10,000,000 in city funding. The Project will have approximately \$75,000,000 in private finding, \$25,000,000 of which has already been raised.
 - (e) The Project would not occur without the General Revenue Funds.
- 4.2. Recipient shall use General Revenue Funds from the Appropriation for the Project as set forth in this Agreement, and solely for the purpose set forth in the Appropriation.
 - (a) Recipient will use the General Revenue Funds for preconstruction activities including preliminary and final design and professional services (approximately \$2.5 million) and for hard construction costs (approximately \$26.1 million).

- 4.3. Recipient understands and agrees that the General Revenue Funds under the Appropriation have only been appropriated for FY24. Recipient understands that DED does not include continuation of one-time line-item appropriations such as the one for this Project in its budget requests. To receive General Revenue Funds or other state funding after June 10, 2024, Recipient shall be responsible for securing State appropriation(s) for the Project for FY25 (July 1, 2024, to June 30, 2025), or later, if necessary.

5. REIMBURSEMENT OF COSTS

- 5.1. Recipient shall only be reimbursed for costs that are for the Project.
- 5.2. To be paid from the current FY24 appropriation authority, Recipient must submit Request(s) for Reimbursement to DED no later than June 10, 2024.
- 5.3. Recipient may submit Requests for Reimbursement to DED with all necessary supporting documentation, including invoices and proof of payment of the invoices.
 - (a) Each Request for Reimbursement shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly):
 - (i) Invoice/reference number (assigned by Recipient);
 - (ii) Invoice date;
 - (iii) Invoice period (to which the reimbursement request is applicable);
 - (iv) "Missouri Department of Economic Development";
 - (v) Recipient name;
 - (vi) Recipient remittance address;
 - (vii) Recipient contact for invoice questions (name, phone, and email, if available); and
 - (viii) Itemization of reimbursement requested for the invoice period detailing, at minimum, all of the following:
 - a. The total amount reimbursed under this Agreement to date; and
 - b. The total amount requested for the invoice period.
 - (b) Each proof of payment shall clearly identify the associated invoice(s) for which payment was made.
 - (c) Upon review and approval of Recipient's Request for Reimbursement, DED shall reimburse Recipient's costs with General Revenue Funds, not to exceed the Maximum Funding Amount in Section 1 of this Agreement.
- 5.4. DED is not liable for any of Recipient's obligations, expenditures, or commitments in any amount in excess of the Maximum Funding Amount in Section 1 of this Agreement.

6. REPORTING

- 6.1. Recipient shall provide DED with quarterly progress reports (March 31, June 30, September 30, and December 31) on a form provided by DED, to include the following:
 - (a) Project completion status;
 - (b) Anticipated Project completion date;
 - (c) Description of activities during the quarter;
 - (d) Status of expenditures; and
 - (e) Expected Project outcomes at completion.

- 6.2. Recipient shall provide DED with a final report no later than forty-five (45) days after the Project is complete, which shall include the final status of expenditures and identify actual Project outcomes.

7. RECORD RETENTION AND ACCESS

- 7.1. Recipient shall establish and maintain, during the term of this Agreement, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this Agreement. Recipient agrees to make available to DED, during normal business hours, all book of account, reports and records relating to this Agreement for the duration of this Agreement and retain them for a minimum period of one (1) year beyond the end of the Period of Performance.
- 7.2. Recipient must give the State, DED, the Missouri State Auditor, and their authorized representatives, access to any records (electronic and otherwise) of Recipient related to this Agreement in order to conduct inspections, audits, or other investigations. Recipient must also give timely and reasonable access to its personnel for the purpose of interview and discussion related to such records.

8. TERMINATION

- 8.1. This Agreement shall automatically terminate 90 days from the end of the Period of Performance or an earlier termination of this Agreement pursuant to Section 9 of this Agreement.
- 8.2. Upon termination, Sections 1 (table), 2 (recitals), 3 (definitions), 6 (reporting), and 9 (default and remedies), of this Agreement shall survive and continue in force.

9. DEFAULT AND REMEDIES

- 9.1. Recipient's knowing misrepresentation of a material fact to DED in this Agreement, a Request for Reimbursement, or in any communication or document in connection with this Agreement, is a default event, in which case DED may cancel this Agreement, and Recipient shall have no right or claim to the Appropriation and shall forfeit and repay the General Revenue Funds received by Recipient under this Agreement.
 - (a) For the purposes of this Section 9.1 of this Agreement, "knowing" means Recipient's shareholders, directors, officers, and other employees know or should have known, after reasonable investigation.
- 9.2. Recipient's failure to comply with the terms of this Agreement, or failure to make sufficient progress so as to endanger performance, are default events, in which case DED may take one or more of the following actions:
 - (a) Temporarily withholding General Revenue Funds pending the correction of the deficiency;
 - (b) The disallowance of costs and the establishment of an accounts receivable;
 - (c) Wholly or partially suspending or terminating this Agreement; and
 - (d) Such other remedies as may be legally available.

10. STANDARD TERMS

- 10.1. **Federal Laws and Regulations.** This Agreement may be subject to the laws and regulations of the United States. Recipient must comply with all applicable requirements of all Federal laws, regulations, executive orders, and policies governing the Program in addition to those specifically stated in this Agreement.

- 10.2. **State Laws and Regulations.** This Agreement is subject to the laws and regulations of the State of Missouri. Recipient must comply with all applicable requirements of all Missouri laws, regulations, executive orders, and policies governing the Project in addition to those specifically stated in this Agreement.
- 10.3. **Recipient Status.** Recipient is an independent contractor and shall not represent Recipient or Recipient's employees to be employees of DED.
- 10.4. **Authorized Employees – Missouri Law.** Pursuant to § 285.530.1 RSMo, Recipient must not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- (a) Recipient submitted an Affidavit Pursuant to § 285.530 RSMo and Recipient's Employment Eligibility Verification Program ("E-Verify") Memorandum of Understanding to DED.
- (b) Recipient hereby reaffirms its enrollment and participation in E-Verify with respect to the employees working in connection with this Agreement.
- 10.5. **Funds Availability.** Funding for this Agreement must be appropriated by the Missouri General Assembly and approved by the Governor for each fiscal year in which Recipient submits Request(s) for Reimbursement to DED. Recipient understands and agrees that appropriated funds may be reduced unilaterally by the State through withholdings made pursuant to the Missouri Constitution, Article IV, § 27. Therefore, this Agreement shall not be binding upon DED for any period in which funds have not been appropriated or approved, and DED shall not be liable for any damages or costs, including attorney's fees, associated with cancellation caused by such unavailability of funds.
- 10.6. **Notices.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and addressed as set forth in Notice to Recipient and Notice to DED in Section 1 of this Agreement.
- (a) Notwithstanding Section 10.7 of this Agreement to the contrary, DED and Recipient may from time to time designate, unilaterally and by written notice given under this Section 10.6 to the other, additional or substitute contact information.
- (b) All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation of receipt, whichever occurs first.
- 10.7. **Amendments.** This Agreement may be amended, supplemented, reduced, or superseded only by a writing executed by the Parties.
- 10.8. **Interpretation.** In this Agreement, unless the context otherwise reasonably requires:
- (a) Headings are for reference purposes only and shall not alter the interpretation of this Agreement;
- (b) Words importing the singular may include the plural and vice versa, as reasonably required by context;
- (c) References to any document include references to such document as amended, novated, supplemented, varied, or replaced from time to time;
- (d) References to a statute, regulation, federal notice, or executive order means such statute, regulation, federal notice, or executive order as amended from time to time; and

- (e) References to a party to this Agreement includes that Party's legal successors (including but not limited to executors and administrators) and permitted assigns.
- 10.9. **Governing Law.** The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Missouri.
- 10.10. **Consent to Jurisdiction.** Any legal action or proceeding with respect to this Agreement shall be brought in the courts of the State of Missouri in Cole County, Missouri, and by signing and delivering this Agreement to DED, Recipient hereby voluntarily and irrevocably accepts, generally and unconditionally, to the personal jurisdiction of the aforesaid courts.
- 10.11. **No Assignment.** Recipient shall not assign, including by merger (if Recipient is the disappearing entity), consolidation, dissolution, or operation of law, any of its rights or obligations under this Agreement, except with the prior written consent of DED. Any purported transfer in violation of this Section 10.11 will be void.
- 10.12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective authorized successors and assigns.
- 10.13. **No Third-Party Beneficiaries.** This Agreement does not contemplate any third-party beneficiaries, nor shall it be construed to create any legal right nor authorize a cause of action by any person who is not a Party.
- 10.14. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.
- 10.15. **Legal Capacity.** The signatories to this Agreement on behalf of the Parties represent that they have full capacity and authorization to sign this Agreement and bind their respective Parties.
- 10.16. **No Violation of other Contracts.** The signing, delivery, and performance of this Agreement by Recipient will not violate, conflict with, require consent under, or result in any breach or default under the provisions of any material contract or agreement to which Recipient is a party.
- 10.17. **Licenses, Permits, and Approvals.** Recipient has obtained, or is capable of obtaining, all material licenses, authorizations, approvals, consents, or permits required by applicable laws to conduct its business generally and to perform its obligations under this Agreement.
- 10.18. **Counterparts.** This Agreement may be signed by the Parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.19. **Electronic Signatures.** The Parties agree that electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and have the same force and effect as a wet signature. Delivery of a copy of this Agreement or any other document contemplated by this Agreement bearing a wet or electronic signature by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a wet or electronic signature.

10.20. **Electronic Documents.** Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

11. ENTIRE AGREEMENT

11.1. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties.

Department of Economic Development

By:

Michelle Hataway, Acting Director

Date signed

City of Kansas City, Missouri

By:

Brian Platt, City Manager

Date signed



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #: 240450

Submitted Department/Preparer: City Manager's Office

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

Authorizing the City Manager to execute a funding agreement with the Missouri Department of Economic Development related to an allocation of funds in the amount of \$28.6 million from the State of Missouri in support of the South Loop Project.

Discussion

The Missouri General Assembly appropriated, and the Governor approved, \$28,600,000 for the planning, design, and construction of the South Loop Link, a 5.5 acre park above Interstate I-670 in Kansas City, Missouri. Funds have been allocated from the General Revenue Fund to the Missouri Department of Economic Development.

A funding agreement has been presented to the City for approval. The agreement contains the mutual expectations and obligations from each party with respect to the appropriated funds.

The agreement does not require any matching funds.

Fiscal Impact

1. Is this legislation included in the adopted budget? Yes No
2. What is the funding source?
N/A
3. How does the legislation affect the current fiscal year?
Funds are provided for the city to proceed with the construction of the South Loop Project, a 5.5 acre park over that portion of I-670 between Wyandotte Street and Grand Boulevard.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.
The project to be constructed by funds provided by this ordinance will create ongoing maintenance and operation responsibilities for the City. Part of the planning process for the project includes developing an operation and maintenance plan to address ongoing long term costs.

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

An economic development impact study has been completed for the project. The study anticipate the project will induce investment and spending that will provide a positive fiscal impact to the City.

Office of Management and Budget Review

(OMB Staff will complete this section.)

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
- Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
 - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
 - Build on existing strengths while developing a comprehensive transportation plan for the future.
 - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
 - Ensure adequate resources are provided for continued maintenance of existing infrastructure.
 - Focus on delivery of safe connections to schools.

Prior Legislation

230285 – authorizing application to MDFB to secure tax redits to support the South Loop Project

230477 – appropriating the sum of \$10 million to fund the City’s contribution to the South Loop Project.

240225 – Authorizing execution of an Assignment and Assumption Agreement with PortKC and authorizing execution of Contract Amendment No. 1 with HNTB Corporation for design services related to the South Loop Project.

Service Level Impacts

None at this time.

Other Impacts

1. What will be the potential health impacts to any affected groups?
The project to be constructed by funds provided by this ordinance will improve air quality and reduce noise along the project area.
2. How have those groups been engaged and involved in the development of this ordinance?
The project has provided numerous opportunities for the public to engage and become aware of the project. Additional public meetings are anticipated during the month of December.
3. How does this legislation contribute to a sustainable Kansas City?
The project to be constructed by funds provided by this ordinance will reclaim space that has caused a divide between two neighborhoods in the Greater Downtown Kansas City area.
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 #: 240452

ORDINANCE NO. 240452

Sponsor: Councilmember Andrea Bough

Authorizing the Director of Convention and Entertainment Facilities to enter into an Amended and Restated Licensed User Agreement with John Gore Theatrical Group, Inc., to be the exclusive provider of Broadway shows in the Music Hall at Municipal Auditorium and to extend the current term through August 31, 2034, with one renewable three- year period option right.

WHEREAS, John Gore Theatrical Group, Inc., (f/k/a Key Brand Theatrical Group, Inc., f/k/a PACE Theatrical Group, Inc. (“Licensee”)), is the leading developer, producer and marketer of Broadway theater worldwide; and

WHEREAS, Licensee has developed, produced, and marketed Broadway theatrical productions at the Music Hall since August 2006; and

WHEREAS, the City and Licensee on February 17, 2022, entered into a Fifth Amendment to Kansas City Licensed User Agreement to extend the term through August 31, 2027; and

WHEREAS, with the lead time and investment required to secure top rated Broadway theater worldwide Licensee needs a long-term agreement with the City; and

WHEREAS, under the terms of the Amended and Restated License Agreement, the Licensee is obligated to present and/or arrange for the presentation of an average annual number of forty (40) Performances presented in the Music Hall on a rolling three-year basis during each annual period from September 1 through August 31 (a "Season") during the Term, thereby assuring enhanced access by Kansas City residents to a cultural amenity; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Convention and Entertainment Facilities is hereby authorized to enter into an Amended and Restated Licensed User Agreement with John Gore Theatrical Group, Inc., to be the exclusive provider of Broadway shows in the Music Hall at Municipal Auditorium and extend the current term through August 31, 2034, with one renewable three-year option right to Licensee.

..end

Approved as to form:

Lana K. Torczon
Senior Associate City Attorney

No
Docket
Memo
Provided
For
Ordinance
240452



File #: 240455

ORDINANCE NO. 240455

Sponsor: Councilmember Ryana Parks-Shaw

Authorizing the City Manager to negotiate and execute a development agreement with Swope Health Services or an affiliated entity for the property located at 5900 Swope Parkway, in Kansas City, Missouri, estimating revenue from the sale of property and appropriating funds to defease outstanding bonds; appropriating \$2,500,000.00 from the unappropriated fund balance of the Health Levy as a contribution toward redevelopment of the site; authorizing the Director of Finance to execute an escrow agreement and related documents; approving the selection of Kutak Rock LLP and Hardwick Law Firm as defeasance counsel for this matter; and directing the City Manager to identify additional funding sources for up to \$2,500,000.00 to be utilized for the redevelopment of the site.

WHEREAS, the City of Kansas City owns certain real property located at 5900 Swope Parkway; and

WHEREAS, by Ordinance No. 230144, the City declared the property located at 5900 Swope Parkway surplus to the City's needs; and

WHEREAS, the City issued a Request for Proposals on January 4, 2023, soliciting proposals for the purchase and redevelopment of 5900 Swope Parkway and received two proposals; and

WHEREAS, the selection committee recommended the proposal from Swope Health Village Alliance, LLC by Swope Health Services, a Missouri nonprofit corporation, for the purchase and redevelopment of 5900 Swope Parkway ("Property");

WHEREAS, a portion of the City Special Obligation Improvement and Refunding Bonds Series 2008A ("Series 2008A Bonds") used to finance improvements to the Property were issued on a tax-exempt basis and designated as 501c3 Bonds ("501c3 Bonds") which restricts use to qualified purposes under the federal tax code;

WHEREAS, the Series 2008A Bonds were refunded by the Special Obligation Refunding Bonds Series 2016C ("Series 2016C Bonds") which are subject to redemption and payment prior to maturity at the option of the City on and after October 1, 2025;

WHEREAS, in order to reduce the City's debt burden and to maintain the federal tax-exempt status of the portion of the Series 2016C Bonds designated as 501c3 Bonds the City desires to use proceeds of the sale of the Property to defease the 501c3 Bonds by the deposit into an escrow of moneys sufficient to pay principal and interest through the optional redemption date on October 1, 2025 pursuant to an Escrow Deposit Agreement ("Escrow Agreement") between the City and BOKF, N.A.; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager or his designee is hereby authorized to negotiate and execute an agreement with Swope Health Services or an affiliated entity for the sale and redevelopment of the property located at 5900 Swope Parkway, which shall include requirements for such developer to apply for incentives through the Economic Development Corporation and Housing Trust Funds, provisions for additional office space to be utilized by Health Department staff, and provide a 120-day period for negotiations, unless otherwise extended by City Council, and to execute such amendments and related instruments from time to time as he may deem advisable and are consistent with the objectives of this ordinance.

Section 2. That the revenue in the following account of the General Fund is hereby estimated in the following pursuant to a sale of the property located at 5900 Swope Parkway:

25-1000-120000-485010	Sale of City Property	
\$600,000.00		

Section 3. That the sum of \$600,000.00 is hereby appropriated from the unappropriated fund balance of the General Fund to the following account:

25-1000-129671-G	Defeasance of Bonds	\$588,100.00
25-1000-129698-G	Cost of Defeasance	11,900.00
	TOTAL:	<u>\$600,000.00</u>

Section 4. That the sum of \$2,500,000.00 is hereby appropriated from the unappropriated fund balance of the Health Fund to the following account:

25-2330- 107002 –B- 10007702	5900 Swope Parkway	\$2,500,000.00
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Section 5. That the Director of Finance is hereby designated as the requisitioning authority with respect to Account Nos. 25-1000-129671-G and 25-1000-129698-G and the City Manager is hereby designated as the requisitioning authority for Account No. 25-2330-107002-B- 10007702.

Section 6. That the City is hereby authorized, subject to receipt of sufficient sale proceeds of the Property to defease the 501c3 Bonds and to enter into the Escrow Agreement in such form as shall be approved by the Director of Finance of the City.

Section 7. That the Director of Finance is hereby authorized and directed to execute the Escrow Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the City. The City Clerk or a deputy City Clerk, of the City is hereby authorized and directed to attest to and affix the seal of the City to the Escrow Agreement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 8. That the City hereby approves the selection of Kutak Rock LLP and Hardwick Law Firm as defeasance counsel to render an opinion, if necessary, that a portion of the Series 2016C Bonds are legally defeased at such time as the escrow is funded under the Escrow Agreement.

Section 9. That the City Manager is hereby directed to identify funding sources for an additional \$2,500,000.00 to be utilized for the redevelopment of the Property from existing sources including, but not limited to, the health levy, and other possible federal, state, and private grants.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Abigail Judah
Assistant City Attorney

No
Docket
Memo
Provided
For
Ordinance
240455



File #: 240457

RESOLUTION NO. 240457

Sponsor: Councilmember Nathan Willett

RESOLUTION - Directing the City Manager to provide the City Council with an update on City social media account policies during a business session within the next 30 days.

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. Directing the City Manager to provide the Council with an update on City social media account policies during a business session within 30 days of the adoption of this Reslution that includes:

- a. A review of City staff with access to the City's social medial platforms and the rationale for their access;
- b. A review of the protocols to determine communications regarding non-City related issues; and
- c. Recommendations on potential updates to the City's social media account polices.

..end

No
Docket
Memo
Provided
For
Ordinance
240457