



## Agenda

### Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

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Wednesday, March 27, 2024

9:30 AM

26th Floor, Council Chamber

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<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 LIMITED TO TWO MINUTES \*\*\*\*\*

#### Director of the Law Department

[240301](#) Sponsor: Director of Law Department

Approving settlement of a claim by Evergy, Claim No. T2324-0950 in the amount of \$62,553.65.

**Attachments:** [docket memo-evergy](#)

[240302](#) Sponsor: Director of Law Department

Approving and authorizing settlement in the amount of \$52,606.46 for a claim for a Workers' Compensation benefit filed by Odis Richardson for injuries resulting from an accident on February 17, 2022, while employed by the City.

**Attachments:** [docket memo-richardson](#)

**Bough, Parks-Shaw, French, Rea, Duncan, Curls, O'Neill, Bunch, Lucas and Rogers**  
**240313** Sponsor: Councilmember Andrea Bough, Mayor Quinton Lucas, and  
Councilmember Wes Rogers

Establishing Fund No. 3453, 2025A Taxable Special Obligation Bond Fund; estimating \$90,000,000.00 and appropriating the same in Fund 3453 for the purpose of providing funds for demolition of the Barney Allis Plaza/Auditorium Plaza Garage complex; approving a plan of finance for the demolition and reconstruction of the Barney Allis Plaza/Auditorium Plaza Garage Complex; authorizing the Director of Finance to close project accounts upon project completion; and establishing May 1, 2024 as the effective date of this ordinance.

**Attachments:** [Docket Memo Ord 240313 Barney Allis Plaza](#)  
[Andrea O'Hara BAP Support Letter](#)  
[Barney Allis Support Chris Heintzelman](#)  
[Barney Allis Support Chris Heintzelman](#)  
[Barney Allis Plaza Redevelopment Support Letter LisaKring](#)  
[BRANDI SITES](#)  
[BRANDY MIDDLETON, Barney Allis Plaza Redevelopment](#)  
[Support Letter](#)  
[CASSIE CHRISTOPHER Barney Allis Reconstruction](#)  
[Cathy K. Bennett Chamber Support-Barney Allis Plaza](#)  
[Redevelopment Testimony](#)  
[Cindy Monaco Support for Ordinance No. 240313](#)  
[DAVID TINOCO](#)  
[Barney Allis Plaza Redevelopment Support Letter 1 \(1\)](#)  
[Debbie Wetherbee Barney Allis Plaza](#)  
[Denis Schmidt](#)  
[Barney Allis Plaza Redevelopment Support Letter 1](#)  
[Derek McCann Barney Allis Plaza - Ordinance 240313](#)  
[Derek McCann 2](#)  
[Derek McCann March 22 2024 Letter to Mayor Lucas and](#)  
[Members of the City Council re ordinance 240313](#)  
[Derrick Mcfarlane Support for Ordinance No. 240313](#)  
[Dustin Holcumbrink Support of Ordinance No. 240313 Barney](#)  
[Allis Plaza](#)  
[DUSTIN HOLCUMBRINK, Support of Ordinance No.](#)  
[240313 Barney Allis Plaza Redevelopment](#)  
[HEATHER WHITEMAN Barney Allis Plaza Redevelopment](#)  
[Jan Marcason Support for 240313](#)  
[Jared Campbell DTC BAP Resolution March 2024](#)  
[Joan Krebs](#)  
[Kate Marshall PLEASE support Ordinance to redevelop Barney](#)  
[Allis Plaza](#)  
[Lisa Kring,](#)  
[Barney Allis Plaza Redevelopment Support Letter LisaKring](#)  
[\(002\)](#)  
[Meg Pawelski Support for Ordinance No. 240313 Meg](#)  
[Pawelski](#)  
[MILLIE CAPENIA-PERBIX, RE Barney Allis Plaza -](#)  
[Ordinance 240313](#)  
[Nick Morris Barney Allis Letter of Support](#)  
[Pedro Zamora Support letter BP HEDC2](#)  
[Pedro Zamora Support letter BP HEDC](#)

[Ralph Oropeza Letter of support Barney Allis](#)  
[Ronnie Kotz Barney Allis](#)  
[Sean O'Byrne Support for Ordinance No. 240313](#)  
[THERESA MARTIN, CMP Ordinance No. 240313 Re Barney Allis Redevelopment](#)  
[Thomas Turner Ordinance No. 240313](#)  
[Tysie McDowell Barney Allis Plaza Redevelopment Support Letter from Crossroads Charter Schools](#)  
[Warren K. Erdman Barney Allis Redevelopment](#)  
[Zach Molzer Testimony for Ordinance No. 240313](#)  
[Lou Kovitz Barney Allis Support Chris Heintzelman](#)  
[Megan Wenzl Barney Allis Redevelopment](#)

**Director of General Services and Director of Fire**

**240315** Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to exceed the \$1,000,000.00 threshold with Zoll Medical Corporation for existing contract EV2481 to provide specialized medical equipment, services and supplies; authorizing the Manager of Procurement Services to amend and extend the contract; and authorizing the Fire Chief to expend up to \$4,400,000.00 from funds appropriated to Account No. 2301-231405-634180 to purchase specialized medical equipment, services and supplies.

**Attachments:** [Kansas City Fire Department - KCFD - Q-61970 - Version 3](#)  
[Kansas City Fire Department - KCFD - Q-63069 - Version 4](#)  
[Zoll Ordinance FINAL 031324](#)  
[Docket Memo 0.1.3 Zoll](#)

**Lucas**

**240325** Sponsor: Mayor Quinton Lucas

Authorizing and directing the City Manager to solicit the procurement of contractors necessary for the construction of a holding cell facility located at the headquarters of the Kansas City Police Department; reducing transfers between the Public Safety Sales Tax Fund and the General Debt and Interest Fund; estimating additional revenue in the Public Safety Sales Tax Fund; appropriating the amount of \$12,000,000.00 from the Unappropriated Fund Balance of the Public Safety Sales Tax fund for the purpose of constructing a holding cell facility; designating requisitioning authority; and recognizing this ordinance as having an accelerated effective date.

**Attachments:** [Docket Memo Ord 240325 Jail system](#)

HELD IN COMMITTEE

**Director of Finance**

[240228](#) Sponsor: Councilmember Andrea Bough

Levying taxes for Fiscal Year 2024-25 for the General Revenue, Health, General Debt and Interest, and Museum Special Revenue Funds on all property in Kansas City subject to taxation on January 1, 2024; providing for the extension of such levies by the Director of Finance; and authorizing the collection by the Director of Finance.

**Attachments:** [Docket Memo 0.1.3](#)

[240229](#) Sponsor: Councilmember Andrea Bough

Setting the rates for the trafficway maintenance tax, the park and boulevard maintenance tax, and the boulevards and parkways front foot assessment at \$0.00 for Fiscal Year 2024-25 in accordance with Section 68-582 of the Code of Ordinances.

**Attachments:** [Blvds and Pkwys Maint Tax Docket Memo](#)

**Director of Finance**

[240230](#) Sponsor: Councilmember Andrea Bough

Submitting the Annual Budget of the City for the Fiscal Year 2024-25; estimating the revenues for the fiscal year; appropriating for the purposes stated the sums set forth in the budget; directing the Director of Finance to make the necessary entries upon the City's records to show the appropriations and allocations provided for; authorizing inter-fund loans; and electing to establish a budget adoption deadline pursuant to Section 805(i) of the City Charter.

**Attachments:** [FY25 Budget Docket Memo](#)

**Director of Finance**

[240231](#) Sponsor: Councilmember Andrea Bough

Establishing Fund No. 3825, the General Obligation Series 2025A Q1-22 Bond Fund in the records of the City of Kansas City, Missouri; estimating and appropriating \$12,500,000.00 from the Unappropriated Fund Balance of the General Obligation Series 2025A Q1-22 Bond Fund; establishing Fund No. 3925, the Taxable General Obligation Series 2025B Q2-22 Bond Fund in the records of the City of Kansas City, Missouri; estimating and appropriating \$12,500,000.00 from the Unappropriated Fund Balance of the Taxable General Obligation Series 2025B Q2-22 Bond Fund; designating requisitioning authorities; declaring the intent of the City to reimburse itself from the bond proceeds for certain expenditures; authorizing the Director of Finance to close project accounts; and establishing the effective date of this ordinance.

**Attachments:** [2022 bond docket memo](#)

**Director of Finance**

[240232](#) Sponsor: Councilmember Andrea Bough

Establishing Fund No. 3525, the General Obligation Series 2025A Question 1 Bond Fund in the records of the City of Kansas City, Missouri; estimating and appropriating \$33,835,000.00 from the Unappropriated Fund Balance of the General Obligation Series 2025A Question 1 Bond Fund; establishing Fund No. 3625, the General Obligation Series 2025A Question 2 Bond Fund in the records of the City of Kansas City, Missouri; estimating and appropriating \$5,622,240.00 from the Unappropriated Fund Balance of the General Obligation Series 2025A Question 2 Bond Fund; establishing Fund No. 3725, the General Obligation Series 2025A Question 3 Bond Fund in the records of the City of Kansas City, Missouri; estimating and appropriating \$505,000.00 from the Unappropriated Fund Balance of the General Obligation Series 2025A Question 3 Bond Fund; designating requisitioning authorities; declaring the intent of the City to reimburse itself from the bond proceeds for certain expenditures; authorizing the Director of Finance to close project accounts; and establishing the effective date of this ordinance.

**Attachments:** [Docket Memo fy25 bond 1-2024](#)

**Director of Finance**

[240252](#) Sponsor: Director of the Finance Department

Amending Chapter 78, Code of Ordinances, entitled "Water," by repealing Sections 78-6, 78-8 and 78-10 and enacting in lieu thereof new sections of like number and subject matter that adjust charges for water service; and establishing an effective date.

**Attachments:** [Docket Memo 240252](#)

**Director of Finance**

**240253** Sponsor: Director of the Finance Department

Amending Chapter 60, Code of Ordinances, entitled "Sewers and Sewage Disposal," by repealing Sections 60-2 and 60-3 and enacting in lieu thereof new sections of like number and subject matter that adjust charges for sewer service; and establishing an effective date.

**Attachments:** [FY2025 Sewer Rate Ordinance Docket Memo](#)

ADDITIONAL BUSINESS

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

2. Closed Session

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

- Livestream on the city's website at [www.kcmo.gov](http://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](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



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**File #: 240301**

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ORDINANCE NO. 240301

Sponsor: Director of Law Department

Approving settlement of a claim by Evergy, Claim No. T2324-0950 in the amount of \$62,553.65.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the payment of the sum of \$62,553.65 from funds previously appropriated to Account No. 24-7010-131524-B-618200, in settlement of the claim of Evergy, Claim No. T2324-0950, as recommended by the City Attorney and the Risk Management Committee, is approved.

..end

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

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Tammy L. Queen  
Director of Finance

Approved as to form:

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Alisa N. Chambers  
Senior Associate City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 240301

Submitted Department/Preparer: Law

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

The City will be paying \$62,553.65 to settle a cut cable claim brought by Evergy.

### Discussion

This legislation involved a power cable damaged by City crews. Crews were excavating to repair a sewer line. During the excavation, crews damaged the claimant's underground cable and conduit. The power cable arched and caused a fire.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
24-7010-131524-B-618200; City Legal Expense Fund
3. How does the legislation affect the current fiscal year?  
The specified amount is allocated toward the settlement for the purposes described.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
No.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
No.

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

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

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

**Additional Discussion (if needed)**

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?  
Finance and Governance (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
  - Ensure the resiliency of a responsive, representative, engaged, and transparent City government.
  - Engage in workforce planning including employee recruitment, development, retention, and engagement.
  - Foster a solutions-oriented, welcoming culture for employees and City Partners.
  - 
  - 
  -

**Prior Legislation**

N/A

**Service Level Impacts**

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?  
N/A

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

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

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

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

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

No(Press tab after selecting)

Click or tap here to enter text.

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



**File #: 240302**

ORDINANCE NO. 240302

Sponsor: Director of Law Department

Approving and authorizing settlement in the amount of \$52,606.46 for a claim for a Workers' Compensation benefit filed by Odis Richardson for injuries resulting from an accident on February 17, 2022, while employed by the City.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That settlement of the claim of Odis Richardson for Workers' Compensation benefits against the City of Kansas City, Missouri, for any and all injuries resulting from an accident while employed by the City, as more fully set forth and subject of a formal claim, Case No. 22-010717, presently pending before the Division of Workers' Compensation of the State of Missouri, by payment to Odis Richardson of the sum of \$52,606.46, as recommended by the City Attorney and Risk Management Committee, is hereby approved.

Section 2. That the City Attorney is hereby authorized to pay the sum of \$52,606.46, in settlement of said claim from funds heretofore appropriated in Account No. 24-7020-071402-610400.

..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 Queen  
Director of Finance

Approved as to form:

\_\_\_\_\_  
Caroline Mudd

Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 240302

Submitted Department/Preparer: Law

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

Resolution of the claim for workers' compensation benefits for Odis Richardson, Injury No. 22-010717

### Discussion

To seek Council authorization to pay a lump sum of \$52,606.46 to settle the workers' compensation claim of Odis Richardson, Injury No. 22-010717.

### Fiscal Impact

- 1. Is this legislation included in the adopted budget?  Yes  No
- 2. What is the funding source?  
Account No. 24-7020-071402-610400; Workers Compensation – Medical Fund
- 3. How does the legislation affect the current fiscal year?  
The specified amount is allocated toward the settlement for purposes described.
- 4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
No.
- 5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
No.

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

- 1. This legislation is supported by the general fund.  Yes  No
- 2. This fund has a structural imbalance.  Yes  No



3. Account string has been verified/confirmed.

Yes  No

**Additional Discussion (if needed)**

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?  
Finance and Governance (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
  - Ensure the resiliency of a responsive, representative, engaged, and transparent City government.
  - Engage in workforce planning including employee recruitment, development, retention, and engagement.
  - Foster a solutions-oriented, welcoming culture for employees and City Partners.
  - 
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**Prior Legislation**

N/A

**Service Level Impacts**

N/A

**Other Impacts**

1. What will be the potential health impacts to any affected groups?  
No.
2. How have those groups been engaged and involved in the development of this ordinance?  
N/A

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

4. Does this legislation create or preserve new housing units?  
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:

N/A

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)



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**File #: 240313**

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ORDINANCE NO. 240313

Sponsor: Councilmember Andrea Bough, Mayor Quinton Lucas, and Councilmember Wes Rogers

Establishing Fund No. 3453, 2025A Taxable Special Obligation Bond Fund; estimating \$90,000,000.00 and appropriating the same in Fund 3453 for the purpose of providing funds for demolition of the Barney Allis Plaza/Auditorium Plaza Garage complex; approving a plan of finance for the demolition and reconstruction of the Barney Allis Plaza/Auditorium Plaza Garage Complex; authorizing the Director of Finance to close project accounts upon project completion; and establishing May 1, 2024 as the effective date of this ordinance.

WHEREAS, the Barney Allis Plaza along with the Auditorium Plaza Garage were constructed in 1955 to serve Municipal Auditorium and now serve the needs of the Bartle Hall Convention Center and surrounding hotels; and

WHEREAS, Barney Allis Plaza and Auditorium Plaza Garage serve as collateral for prior bonds issued to finance the expansion of Bartle Hall and pursuant to existing covenants, the garage must be either preserved or demolished and rebuilt as a revenue-producing asset; and

WHEREAS, the City completed an assessment of the structural integrity and life safety systems including ventilation, fire suppression, emergency phones, water pumps, lighting, and egress, which assessment concluded the Plaza and Garage should be closed unless repairs were made; and

WHEREAS, limited repairs were completed to extend the useful life of the garage while the City evaluated options for demolition and reconstruction of the Garage and Plaza; and

WHEREAS, the City Council adopted Ordinance No. 230218 on March 16, 2023, allocating \$7.5 million for design services and other expenses related to Barney Allis Plaza and Auditorium Parking Garage, and

WHEREAS, plans for the demolition and reconstruction of a new garage and plaza have been prepared providing not less than 583 parking spaces, public spaces, including lawns, playgrounds, event spaces, a pavilion, and transportation amenities, such as EV charging stations, transit facilities, and bicycle parking stations; and

WHEREAS, after nearly 70 years of service, the Barney Allis Plaza and Auditorium Parking Garage have reached the end of their useful life and will be decommissioned from service as of April 15, 2024; and

WHEREAS, the demolition and reconstruction of Barney Allis Plaza and Auditorium Parking Garage can be completed within 24 months; and

WHEREAS, a plan of finance has been developed to complete demolition and reconstruction, which activities will be financed solely through the allocation of restaurant taxes and gaming revenues and without an impact on the General Fund; and

WHEREAS, the food and beverage portion of the convention and tourism tax, pursuant to RSMO Section 92.336, is authorized to be used to fund capital improvements, including debt service, for convention and tourism purposes and is accounted for in the Convention and Sports Complex Fund; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. Establishing Fund No. 3453, 2025A Taxable Special Obligation Bond Fund, on the books and records of the City.

Section 2. Estimating revenue in the amount of \$90,000,000.00 in Fund No. 3453, 2025A Taxable Special Obligation Bond Fund in the following account:

AL-3454-120000-590000	Bond Proceeds	\$90,000,000.00
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Section 3. That the sum of \$90,000,000.00 is hereby appropriated in Fund No. 3453, 2025A Taxable Special Obligation Bond Fund, in the following account:

AL-3453-075100-B	Barney Allis Garage Project	\$90,000,000.00
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Section 4. That the plan of finance for the demolition and reconstruction of the Barney Allis Plaza/Auditorium Plaza Garage Complex attached to this ordinance as Exhibit A is hereby approved.

Section 5. That the Director of General Services Department is hereby designated as requisitioning authority for Account No. AL-3453-075100-B.

Section 6. That the Director of Finance is hereby authorized to close accounts, open encumbrances and retainage related to the accounts in Section 3 and return the unspent portion to the Fund Balance from which it came upon the earliest of: (i) the provisions of this ordinance; (ii) final maturity of financing or (iii) five years after issuance.

Section 7. That the City Council hereby declares its official intent to reimburse itself for certain expenditures made within sixty (60) days prior to or on and after the date of this Ordinance with respect to appropriations in Section 3, (the "Appropriation") with the proceeds of

bonds expected to be issued by the City. The maximum principal amount of bonds expected to be issued for the Appropriations is not to exceed \$90,000,000.00. This constitutes a declaration of official intent under Treasury Regulation 1.150-2.

Section 8. That this ordinance shall become effective on May 1, 2024.

..end

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

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Tammy L. Queen  
Director of Finance

Approved as to form:

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Samuel Miller  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 240313

Submitted Department/Preparer: General Services

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

Establishing Fund No. 3453, 2025A Taxable Special Obligation Bond Fund; estimating \$90,000,000.00 and appropriating the same in Fund 3453 for the purpose of providing funds for demolition of the Barney Allis Plaza/Auditorium Plaza Garage complex; approving a plan of finance for the demolition and reconstruction of the Barney Allis Plaza/Auditorium Plaza Garage Complex; authorizing the Director of Finance to close project accounts upon project completion; and establishing May 1, 2024 as the effective date of this ordinance.

### Discussion

The Barney Allis Plaza Garage has exceeded its useful life. Plans for the demolition and reconstruction of the garage and plaza have been prepared to provide not less than 583 parking spaces, public spaces, including lawns, playgrounds, event spaces, a pavilion, and transportation amenities, such as EV charging stations, transit facilities, and bicycle parking stations. A financing plan has been developed to complete scheduled demolition and reconstruction within 24 months solely through the use of restaurant taxes and gaming revenues without an impact to the General Fund.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
2025A Taxable Special Obligation Bond Fund  
AL-3453-075100-B-07PG2365 Barney Allis Garage Project \$90,000,000.00
3. How does the legislation affect the current fiscal year?  
There is no impact to the current fiscal year as this ordinance has an explicit effective date of May 1, 2024, the first day of Fiscal Year 2024-25.

4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
Yes, this ordinance will estimate and appropriate \$90,000,000.00 in Fiscal Year 2024-25
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
No

**Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

**Additional Discussion (if needed)**

This ordinance establishes a taxable special obligation bond fund, estimates and appropriates \$90 million for the purposes of demolishing and reconstructing the Barney Allis Garage

**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

230218

## Service Level Impacts

Closure of the garage and plaza may have some affect on the operations of the Conventions and Entertainment Facilities Department.

## Other Impacts

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

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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



No(Press tab after selecting)

Click or tap here to enter text.

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



March 22, 2024

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

As a representative of the Hotel & Lodging Association of Greater Kansas City, I am writing to urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The discussion surrounding the revitalization of Barney Allis Plaza has persisted for several years, and **today we are at a pivotal juncture**. Our city is faced with an incredibly narrow timeframe to ensure the reconstruction of this valuable asset before Kansas City is on a global stage. In addition to the influx of visitors attending events at the convention center, we will host thousands of first-time guests for the FIFA World Cup in 2026 who will occupy downtown and beyond.

Barney Allis Plaza serves as the first impression of our city to many of our visitors. By transforming it into a vibrant, arts-centric green space, we have the opportunity to establish Barney Allis as an iconic, world-class gathering place. Such a transformation would not only captivate World Cup enthusiasts, but also invigorate the convention and tourism business, as well as residents.

It's crucial to emphasize that the parking garage is essential for effectively accommodating future conventions, commitments to the World Cup, as well as downtown baseball, and the South Loop Project.

**Time is of the essence. Demolition must commence by May 2024 to ensure the project's completion in time for the World Cup.**

The redevelopment of Barney Allis stands as a paramount concern for the hotel industry due to its pivotal role in accommodating convention attendees, as well as leisure visitors, and residents. This redevelopment is essential for maintaining our competitiveness as a destination and furthering economic growth. Without it, we risk losing vital convention business to competing cities who have invested in their convention corridor.

We understand that the City Council faces arduous budgetary decisions. Nonetheless, now more than ever, we urge the City to prioritize the Barney Allis Redevelopment project.

Sincerely,

Andrea O'Hara  
Executive Director  
Hotel & Lodging Association of Greater Kansas City

March 23, 2024  
Chris Heintzelman  
A Friend of Tourism  
7839 N Hickory Ct  
Kansas City, MO 64118

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of the tourism industry of Kansas City, I urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

Barney Allis Plaza offers visitors a first impression of our city. Re-imagined from its current state into a thriving, arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as residents.

Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

I recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, I encourage the City to prioritize the Barney Allis Redevelopment project.

Sincerely,

Chris Heintzelman

3/26/2024  
Brandi Sites  
6008 W 54<sup>th</sup> Street  
Mission, KS 66202

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of the Kansas City Marriott Downtown, I urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but today we are at a critical juncture. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center and our hotel, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

Barney Allis Plaza offers visitors a first impression of our city. Re-imagined from its current state into a thriving, arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as Jackson County and neighboring county residents.

Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

I recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, I encourage the City to prioritize the Barney Allis Redevelopment project.

I appreciate your consideration.

Sincerely,



Brandi Sites  
Director of Leadership and Training  
Kansas City Marriott Downtown

3/25/2024  
Brandy Middleton  
200 West 12<sup>th</sup> Street  
Kansas City, MO 64105

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

I urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

Barney Allis Plaza offers visitors a first impression of our city. Re-imagined from its current state into a thriving, arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as residents.

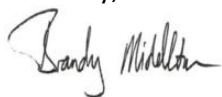
Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

As a sales manager for Kansas City Marriott Downtown and proud supporter of Kansas City, this project is vital for guests and visitors in our area. The Convention area must have a garage that supports the many guests and have the covered pedestrian walkway from Downtown Hotels to the Convention Center. The newly vitalized park and entertainment area will showcase well visitors making them want to come back again due to the modernized green space.

I recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, I encourage the City to prioritize the Barney Allis Redevelopment project.

Sincerely,



Brandy Middleton

3/26/2024  
Cassandra Christopher  
Marriott  
200 West 12<sup>th</sup> Street

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of the downtown Marriott I urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

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Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

I recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, I encourage the City to prioritize the Barney Allis Redevelopment project.

Sincerely,



Cassandra Christopher  
Catering Sales Manager



[Quinton.Lucas@kcmo.org](mailto:Quinton.Lucas@kcmo.org)

March 26, 2024

The Honorable Quinton Lucas, Mayor of Kansas City, Missouri  
City of Kansas City, Missouri  
414 E 12th Street  
Kansas City, MO 64106

[Andrea.Bough@kcmo.org](mailto:Andrea.Bough@kcmo.org)

The Honorable Andrea Bough, Chair, Finance, Governance and Public Safety Committee  
City of Kansas City  
414 E 12th Street  
Kansas City, MO 64106

Re: Ordinance No. 240313 to Continue the Barney Allis Redevelopment Project

Dear Mayor Lucas, Chairwoman Bough, and Members of the Committee:

The Greater Kansas City Chamber of Commerce (KC Chamber) supports Ordinance No. 240313 to fund the redevelopment of one of our city's key economic assets—the Barney Allis Plaza and the parking garage below. The KC Chamber urges the City Finance and Governance Committee and the full City Council to approve this important measure which we believe provides a responsible, data-informed investment in vital city-owned infrastructure that supports the city's critical convention, meeting, and sports tourism sector.

In its 2023-24 KCMO Public Policy Agenda, the KC Chamber committed itself to working with policymakers and civic leaders to support sustainable, growth-oriented and inclusive development that builds on Kansas City's competitive advantages, advancing prosperity throughout the city with special attention to distressed neighborhoods and key commerce centers. Barney Allis Plaza is the centerpiece of one of our most important commerce centers: downtown Kansas City near the convention center, T-Mobile Center, Kauffman Center for the Performing Arts and the Power and Light District. Barney Allis Plaza is the front door to our downtown where visitors and residents gather daily. That front door, and the critically important garage below it, are in desperate need of extensive renovation and rebuilding.

The outdated Plaza is an underutilized asset and the city-owned garage, with nearly 200 furloughed parking spaces, is a costly money pit for the city to maintain with chronic temporary repairs and upkeep. The garage is currently insufficient to accommodate all of downtown's exciting activities, including arts performances, sports events, conventions, and evening and weekend entertainment for residents.

Barney Allis Plaza, which sits atop the garage, is currently a large crumbling blank space creating the impression of decay in the center of our dynamic downtown. The plans for a re-imagined Plaza will create a thriving, people-focused greenspace with arts and recreation activities destined to result in a world-class gathering place for residents and visitors.

Kansas City has the enviable opportunity of attracting national and international attention by hosting the NFL Draft, FIFA World Cup 26™, and being the home of the first-ever purpose-built stadium for women's sports, and a new world-class airport. The KC Chamber believes we must leverage this elevated profile by developing and maintaining state-of-the-art infrastructure and city assets like Barney Allis Plaza and the garage below the Plaza to advance prosperity for all of Kansas City.

The KC Chamber calls on this Committee and the full City Council to pass Ordinance No. 240313 to provide a sustainable long-term solution for the garage and to reimagine the Plaza as the civic asset and community gathering space we need in the heart of our downtown. The redevelopment of this city-owned asset is vital to accommodating the upcoming hotel and tourism commitments for the FIFA World Cup 26™, downtown baseball and the South Loop Link project.

Cathy Bennett  
KC Chamber Senior Vice President, Public Policy  
[bennett@kcchamber.com](mailto:bennett@kcchamber.com)  
816-374-5412





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March 25,2024  
David Tinoco Pres. GKC�HHC  
Fiesta Hispana  
2719 Holly Street  
Kansas City, Missouri 64108

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of GKC�HHC H/Fiesta Hispana, I, urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

Barney Allis Plaza offers visitors a first impression of our city. Re-imagined from its current state into a thriving, arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as residents.

Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

My concern I feel is very valid for the very simple reason Fiesta Hispana the Largest Downtown Free Festival Kicking off Hispanic Heritage Month has anchored and called Barney Allis Home for over 43 Years of the parks Life. And as a very proud Hispanic Latino and being displaced during this time. Our interest is to make sure the City of KC rebuild the park for more and better use of the park keeping in mind our Organization has every intention to return this very Popular and very, very well supported annual event back to Barney Allis.

I recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, I encourage the City to prioritize the Barney Allis Redevelopment project.

Sincerely,

*DAVID TINOCO*



March 22, 2024

## Barney Allis Plaza Redevelopment Ordinance 240313

Dear Mayor Lucas, City Manager Platt and members of the City Council.

I am writing to you regarding the Barney Allis Plaza Redevelopment. Barney Allis was my great grandfather. Barney owned the Muehlebach Hotel. The hotel and, all of downtown Kansas City meant so much to Barney. After he died in 1962, the plaza was named after him. My father (Barney's grandson) spent a lot of time with Barney and at the hotel. Barney died before I was born, but my father has told me a lot of stories about Barney and his passion for the hotel and the area. I visited the area a number of years ago.

I have many pictures of the hotel, plaza, and Barney with all the different presidents, senators and many other people. His funeral service was at the plaza.

I understand that repairs do need to be made to the plaza to get it back to the state that it was once in. This is not just a plaza to me; it is part of my family history. I would like to take my kids there one day and show them what their great, great grandfather built. It would mean a great deal for my family if the repairs could be made to honor Barney and all that he worked for. He was such a great man who had some much passion for this area.

Thank you.

Debbie Wetherbee  
(Barney's Great Granddaughter)

March 25, 2024  
Denis Schmidt  
O'Reilly Hospitality Management, LLC  
4045 E Sunshine St  
Springfield, MO 65809

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of O'Reilly Hospitality Management, LLC, I urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

Barney Allis Plaza offers visitors a first impression of our city. Re-imagined from its current state into a thriving, arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as residents.

Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

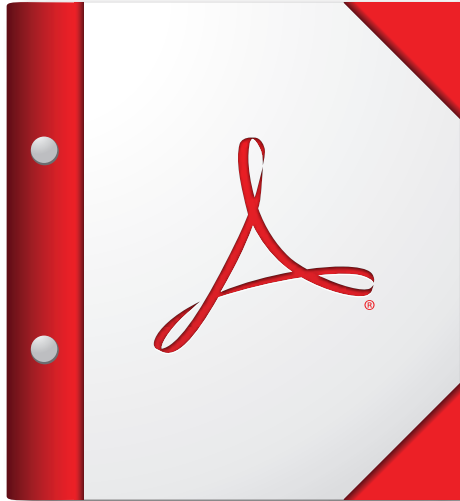
**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

Currently, the area is a misrepresentation of our beautiful downtown area and must be reimagined for our hotel guests and locals to enjoy a city park. Take into consideration the economic benefit our hotel guests bring to the city.

I recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, I encourage the City to prioritize the Barney Allis Redevelopment project.

Sincerely,

Denis Schmidt



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March 22, 2024  
Derek H. McCann, Portfolio Managing Director  
Kansas City Marriott Downtown  
200 W. 12<sup>th</sup> Street  
Kansas City, MO 64105

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of Kansas City Marriott Downtown, Highline Hospitality Partners and Aimbridge Hospitality, we urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

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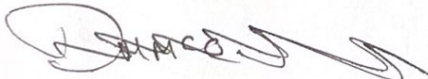
Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

This project is critical for the ongoing success of our convention center as well as the beautification of downtown as we continue to create a world class destination in Kansas City.

We recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, we encourage the City to prioritize the Barney Allis Redevelopment project.

Sincerely,



Derek H. McCann  
Portfolio Managing Director

March 22, 2024  
Derek H. McCann, Portfolio Managing Director  
Kansas City Marriott Downtown  
200 W. 12<sup>th</sup> Street  
Kansas City, MO 64105

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of Kansas City Marriott Downtown, Highline Hospitality Partners and Aimbridge Hospitality, we urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

Barney Allis Plaza offers visitors a first impression of our city. Re-imagined from its current state into a thriving, arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as residents.

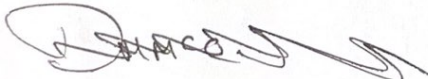
Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

This project is critical for the ongoing success of our convention center as well as the beautification of downtown as we continue to create a world class destination in Kansas City.

We recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, we encourage the City to prioritize the Barney Allis Redevelopment project.

Sincerely,



Derek H. McCann  
Portfolio Managing Director





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Monday, March 25, 2024

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of the my family, I urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

Barney Allis Plaza offers visitors a first impression of our city. Re-imagined from its current state into a thriving, arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as residents.

Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

Additionally, please be mindful of the tremendous number of jobs, significant revenue/occupancy tax/sales tax, and far-reaching positive impact tourism brings to our city and surrounding areas.

**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

We recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, we encourage the City to prioritize the Barney Allis Redevelopment project.

Sincerely,



Dustin Holcumbrink  
Citizen

Monday, March 25, 2024

Dustin Holcumbrink, Hotel Manager  
Kansas City Marriott Downtown  
200 W 12<sup>th</sup> Street  
Kansas City, MO 64105

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of the Kansas City Marriott Downtown, we urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.


Barney Allis Plaza offers visitors a first impression of our city. Re-imagined from its current state into a thriving, arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as residents.

Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

We recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, we encourage the City to prioritize the Barney Allis Redevelopment project.

Sincerely,



Dustin Holcumbrink  
Hotel Manager, Kansas City Marriott Downtown

Tuesday, March 26, 2024  
Heather Whiteman  
Kansas City Marriott Downtown  
200 W 12<sup>th</sup> St  
Kansas City, MO 64105

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of the Kansas City Marriott Downtown, I urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

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Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

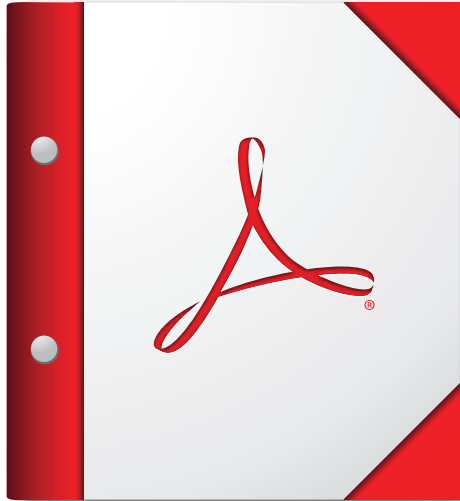
**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

I recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, I encourage the City to prioritize the Barney Allis Redevelopment project.

Sincerely,



Heather Whiteman  
Sales Coordinator



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## Resolution Supporting the Redevelopment of Barney Allis Plaza

### RESOLUTION

Downtown Kansas City, Mo., is not only the arts and cultural center of the metropolitan area, it is also a vibrant and diverse model of sustainable development, a residential neighborhood, an energetic workplace, and a setting for entrepreneurial creativity. The Downtown Council of Kansas City (DTC) is committed to supporting and encouraging investment in this area by championing projects that embrace this vision, including the redevelopment of Barney Allis Plaza and the Auditorium Parking Garage.

**WHEREAS**, Barney Allis Plaza (Plaza) is a one-block city-owned urban park, on top of the three-story Auditorium Parking Garage (Garage), bordered by 12th and 13th Streets, Wyandotte and Central Streets in the heart of downtown, and

**WHEREAS**, Over half of the Garage parking spaces are unusable due to dangerous conditions, continued investment in repairs is unsustainable, the structure is beyond its useful life, and therefore the Garage will close starting on Monday, April 15, 2024, so that crews can begin preparing for abatement and demolition in anticipation of future reconstruction which will begin in April 2024, and

**WHEREAS**, A rebuilt Garage and Plaza are vital to best fulfill and accommodate upcoming hotel and tourism commitments for the FIFA World Cup 26, downtown baseball, and the South Loop Project. To accomplish this the demolition and construction process must commence by June of 2024, and

**WHEREAS**, Members of the City Council voted in 2021 to enter into a design-build agreement for the demolition and reconstruction of the Plaza and Garage, and well-developed plans for such were created following a robust community engagement process, and

**WHEREAS**, It is now crucial to restore and invest in this neglected city-owned asset. The DTC, board of directors, and other prominent business and civic leaders will demonstrate their continued, unified support; and,

**WHEREAS**, Together, the DTC and its members strongly encourage the City Council and Mayor to take immediate action to fund and advance this essential project forward.

**NOW, THEREFORE, BE IT RESOLVED**, that the Downtown Council of Kansas City supports the immediate demolition of the current Barney Allis Plaza and Auditorium Parking Garage and the restoration of a new, vibrant Plaza and Garage by the summer of 2026. Further, the Downtown Council commits to supporting and advocating for the funding of the project.

*Approved by the Downtown Council Board of Directors on March 7, 2024.*

March 25, 2024

Joan Krebs

The Kansas City Marriott Downtown

200 W 12<sup>th</sup> St.

K.C. MO 64105

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of the Kansas City Marriott Downtown, I urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

Barney Allis Plaza offers visitors a first impression of our city. Re-imagined from its current state into a thriving, arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as residents.

Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

We want to show off our best with all the travelers and with a shortage of parking spaces, it may not be possible to be the best we can be.

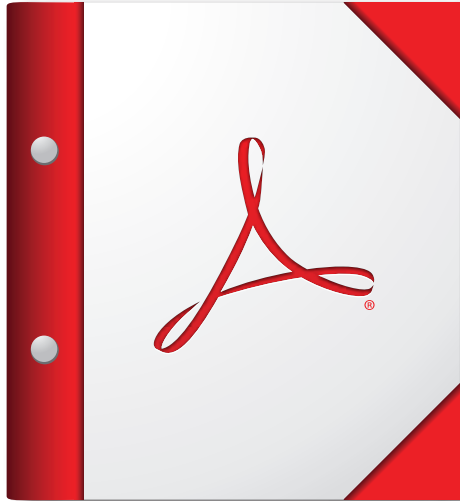
I recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, I encourage the city to prioritize the Barney Allis Redevelopment project.

Sincerely,

Joan Krebs

Director of Human Resources

Kansas City Marriott Downtown



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March 25, 2024

Lisa Kring, Convention Services Manager  
Kansas City Downtown Marriott  
200 West 12<sup>th</sup> Street  
Kansas City, MO 64105

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of Kansas City Downtown Marriott, I urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for several years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

Barney Allis Plaza offers visitors a first impression of our city. Re-imagined from its current state into a thriving, arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as residents.

Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

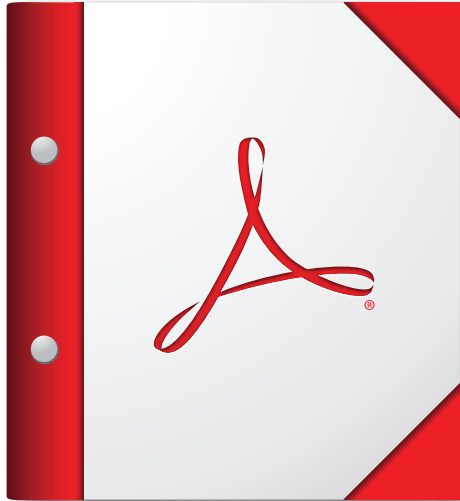
**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

As the largest hotel in the region, our guests contribute to the vibrant community both in spirit and dollars. We are a less attractive destination when parking is not sufficient to meet the need. If there is a condemned parking garage across the street without any indication of coming improvements, our potential visitors will be correct in concluding that the City has little interest in supporting conventions, travel, and tourism.

I recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, I encourage the City to prioritize the Barney Allis Redevelopment project.

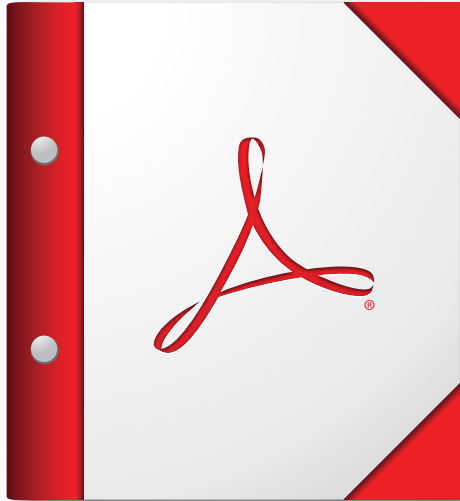
Sincerely,

Lisa Kring



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KANSAS CITY  
DOWNTOWN NEIGHBORHOOD ASSOCIATION

March 26, 2024

**RE: BARNEY ALLIS PLAZA REPLACEMENT  
Ordinance No. 240313**

To Whom It May Concern:

On behalf of the Downtown Neighborhood Association, I would like to indicate our full support of the redevelopment of Barney Allis Plaza.

The Downtown Neighborhood Association's mission is to build a vibrant, safe, and friendly neighborhood for residents by nurturing a sense of community in Downtown Kansas City.

The current Plaza is structurally unsound and an eyesore for residents and visitors to our city alike. With the 2026 World Cup approaching it is crucial for the city to put on its best face and a new structure next to the convention center will do just that. As residents we welcome the new plaza's ability to offer multi-modal transportation options with new bus stops, micro-transit, parking, and venues for small festivals and gatherings to be held.

We are looking forward to showcasing our neighborhood to the world and this project will do just that.

The Downtown Neighborhood Association fully supports the redevelopment of Barney Allis Plaza and we encourage the City to assure its speedy replacement.

Sincerely,

Nicholas Morris  
Planning And Development Chair, Downtown Neighborhood Association



1722 Holly St.  
Kansas City, MO 64108

Office: (816) 221-3442

Website: [www.khedc.org](http://www.khedc.org)

#### Board of Directors

**Joe Mendoza**  
Interim Chair  
Freedom Financial Network

**James Hernandez**  
Vice Chair  
Retired – USDA Office of  
Inspector General

**Ronald J. Martino**  
Treasurer  
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Populous Architecture

**Carlos Hernandez**  
Retired – Cerner Corp

**Gabe Hernandez**  
Burns & McDonnell

**Clara Irazábal-Zurita**  
University of MO-KC

**Christopher Torres**  
Enterprise Bank & Trust

**Jose Luis Valdez**  
Palaterias Tropicana

**Virgil White**  
Evergy

**March 25, 2024**

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

I am writing to express my strong support for the redevelopment of Barney Allis Plaza.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but today we are at a critical juncture. The city has a short window to ensure this existing urban place is rebuilt before Kansas City is in the international spotlight. On top of the volume of downtown and neighboring residents along with visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

Barney Allis Plaza expresses traditions, values and a record of ongoing interactions between residents and visitors in an urban place. This space rooted intangible values hosting festivals, traditional and cultural music, dance, performances, and iconic shared community place of memory and present use. Re-imagined from its current state into a thriving, and inclusive cultural arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as residents.

I recognize that the City Council will be wrestling with difficult budget decisions but hope that the City can allocate the necessary funding for the Barney Allis Redevelopment project.

Sincerely,

Pedro Zamora  
Executive Director  
Hispanic Economic Development Corp (HEDC)



1722 Holly St.  
Kansas City, MO 64108

Office: (816) 221-3442

Website: [www.khedc.org](http://www.khedc.org)

#### Board of Directors

**Joe Mendoza**  
Interim Chair  
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Inspector General

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University of MO-KC

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Palaterias Tropicana

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Evergy

**March 25, 2024**

Re: Barney Allis Redevelopment

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The conversation about Barney Allis redevelopment has been ongoing for a number of years, but today we are at a critical juncture. The city has a short window to ensure this existing urban place is rebuilt before Kansas City is in the international spotlight. On top of the volume of downtown and neighboring residents along with visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

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Sincerely,

Pedro Zamora  
Executive Director  
Hispanic Economic Development Corp (HEDC)

# Greater Kansas City Building and Construction Trades Council, AFL-CIO

*Affiliated With The Building and Construction Trades Department*  
400 SOUTH MAIN  
INDEPENDENCE, MISSOURI 64050

**Dave Coleman**  
President  
**Aaron Brown**  
Vice President  
**Greg Chastain**  
Treasurer  
**Kevin Gard**  
Sergeant-At-Arms

**Ralph Oropeza**  
Business Manager/ Financial  
Secretary



March 26, 2024

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of the Greater Kansas City Building and Construction Trades, I respectfully urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

The conversation about Barney Allis redevelopment has been ongoing for several years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will ascend onto our downtown and beyond.

Barney Allis Plaza offers visitors a first impression of our city. Re-imagined from its current state into a thriving, arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as residents.

Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

This project represents thousands of labor hours that will directly impact the Building Trades of Kansas City. The men and women of the Greater Kansas City Building and Construction Trades rely on projects such as this one and ask that you consider supporting this important project.

I recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, I encourage the city to prioritize the Barney Allis Redevelopment project.

Sincerely,

A handwritten signature in blue ink that reads "Ralph Oropeza". The signature is fluid and cursive, with the first name "Ralph" and last name "Oropeza" clearly distinguishable.

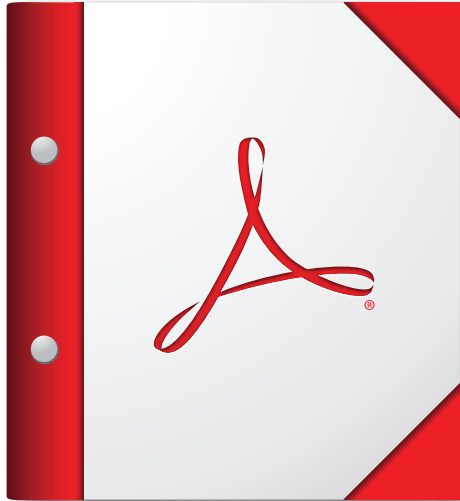
**Ralph Oropeza**  
**Business Manager**  
**The Greater KC**  
**Building & Construction Trades Council**





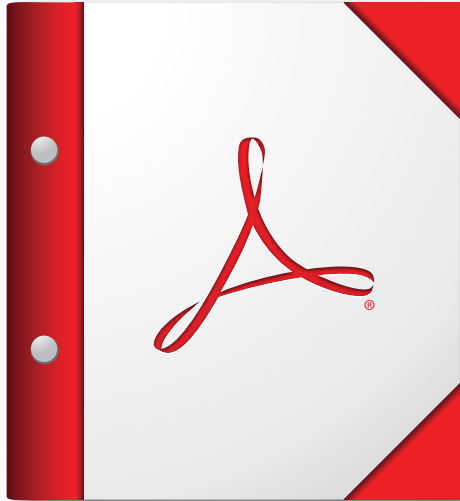
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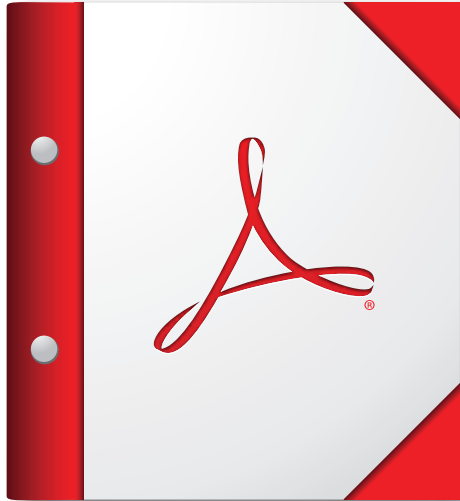
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March 25, 2024

Re: Barney Allis Redevelopment

Dear Mayor Lucas and Members of the City Council:

On behalf of Plaza District Council, we urge you to take immediate action on the redevelopment of Barney Allis Plaza, and fully support Ordinance No. 240313.

I know you will receive many copies of the template so let me just say that I am on board with the contents of that letter and then some. I think of myself as a champion for Kansas City and love to boast about our amazing city and show it off.

The conversation about Barney Allis redevelopment has been ongoing for a number of years, but **today we are at a critical juncture**. The city has an incredibly short window to ensure this existing asset is rebuilt before Kansas City is in the international spotlight. On top of the volume of visitors who attend events at the Convention Center, we will host thousands of first-time guests the summer of 2026 for the FIFA World Cup who will spill into downtown and beyond.

Barney Allis Plaza offers visitors a first impression of our city. Re-imagined from its current state into a thriving, arts-focused greenspace, there is tremendous potential for Barney Allis to become an iconic, world-class gathering place, creating a huge draw not only for World Cup fans, but also for convention business and tourism sectors, as well as residents.

Please keep in mind, the garage is vital to best fulfill and accommodate upcoming hotel and tourism commitments for the World Cup, downtown baseball, and the South Loop Project.

**Timing is everything. Demolition must begin by May 2024 for the project to be completed in time for the World Cup.**

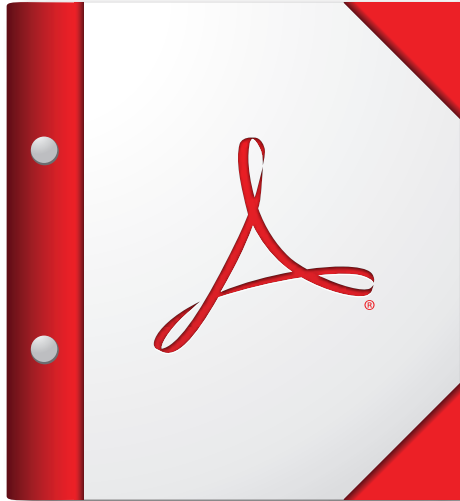
**As the superintendent of Crossroads Charter Schools located in Downtown Kansas City, I see firsthand the importance of redeveloping Barney Allis Plaza. Our students, families and staff all have a vested interest in the space and understand how critical this redevelopment is to our neighborhood. It is currently an eyesore to the community and is under-utilized. Barney Allis Plaza has the potential to be a beautifully designed and well-functioning space that will enhance not only the lives of the 1000+ students and their families, but also the entire downtown community and visitors to Kansas City.**

I recognize that the City Council will be wrestling with difficult budget decisions. However, now more than ever, I encourage the City to prioritize the Barney Allis Redevelopment project.

Sincerely,

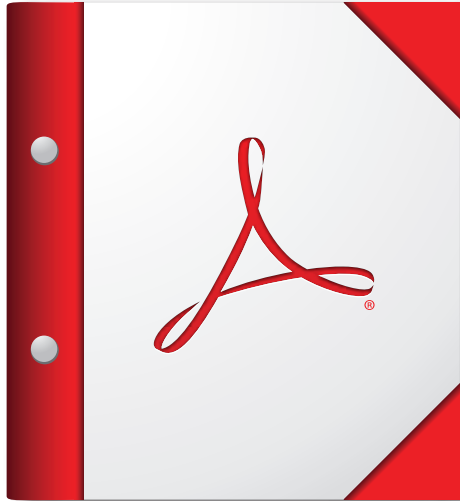


Tysie McDowell  
Superintendent  
Crossroads Charter Schools  
1011 Central Street  
KCMO 64109



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Louis Kovitz Jr.  
PO Box 516  
Freeland, WA 98249

March 22, 2024

Barney Allis Plaza Redevelopment Ordinance 240313

Dear Mayor Lucas and the members of the City Council,

I have received information that you are inviting individuals to comment on the Barney Allis Plaza Redevelopment Project.

I would like to offer some comments on the important significance this project has to downtown Kansas City. As you are undoubtedly aware, Barney Allis was one of the pioneers of promoting the vitalization of the downtown area during his lifetime. He owned the Muehlebach Hotel for thirty-one years until his death in 1962. The Plaza was built some sixty-nine years ago. After his death the Plaza was named after Barney Allis a remembrance of his devotion to Kansas City.

During his tenure at the Muehlebach his efforts, along with other city leaders, transformed downtown Kansas City into a city they were proud of. He lived at the Muehlebach, which overlooks the Plaza and would often gaze at it from the hotel. He started working at a very young age selling newspapers not far from the hotel and the Plaza to help support his family. He continued his life in many businesses and was very successful in them and became a prominent figure in Kansas City. As a young man I remember sitting across from him in his office at the hotel and him explaining to me how important Kansas City was to him. He loved Kansas City and did everything in his power to maintain the culture of the downtown area. I was in Kansas City with my wife in May of 2019 and was very proud to note the Plaza was still there and named after my grandfather. Barney, as he asked me to call him, has been my role model throughout my life. He was respected and loved by the people who worked in the hotel. He was up early every day and would visit the kitchen to mingle with the staff.

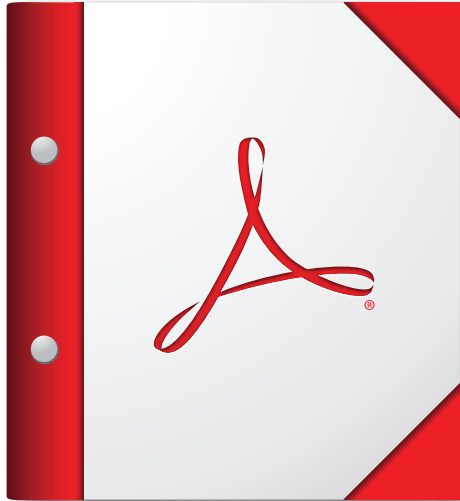
I encourage you to proceed with the immediate approval of the renovation of the park and maintain the name of the Barney Allis Plaza in memory of the great man who was so focused on the vitalization of Kansas City.

Respectfully,

Lou Kovitz  
Proud Grandson of Barney Allis







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**File #: 240315**

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ORDINANCE NO. 240315

Sponsor: Director of General Services Department

Authorizing the Manager of Procurement Services to exceed the \$1,000,000.00 threshold with Zoll Medical Corporation for existing contract EV2481 to provide specialized medical equipment, services and supplies; authorizing the Manager of Procurement Services to amend and extend the contract; and authorizing the Fire Chief to expend up to \$4,400,000.00 from funds appropriated to Account No. 2301-231405-634180 to purchase specialized medical equipment, services and supplies.

WHEREAS, after a solicitation, the City awarded a term and supply contract with Zoll Medical Corporation to provide specialized medical equipment, services and supplies; and

WHEREAS, Kansas City Fire Department will purchase eighty (80) 12-Lead X Series Advance Monitor/Defibrillator with the required accessories based on the proposed Quote with the issue date March 8, 2024 and included as attachment with this ordinance within Fiscal Year 2023-24 from current appropriations within the Fire Sales Tax – Capital Fund in the amount of \$3,617,681.30; and

WHEREAS, Kansas City Fire Department will purchase forty-five (45) AutoPulse NXT starter kit along with Lithium Batteries base on the proposed Quote with the issue date March 8, 2024 and included as attachment with this ordinance within Fiscal Year 2023-24 from current appropriations within the Fire Sales Tax – Capital Fund in the amount of \$737,493.60; and

WHEREAS, under the Contract, Contractor provides specialized medical equipment, services and supplies 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

WHEREAS, pursuant to Section 3-43(a), Code of Ordinances, the City Council must authorize contracts in excess of six years; and

WHEREAS, the term of Contract EV2481 with Zoll Medical Corporation will be extended to twelve one year terms if the City Council approves the amendment; NOW, THEREFORE,

**BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:**

Section 1. That the Manager of Procurement Services is authorized to exceed the \$1,000,000.00 threshold with Zoll Medical Corporation for existing contract EV2481 which provides specialized medical equipment, services and supplies.

Section 2. That the Manager of Procurement Services is authorized to execute contract amendments and extend the contract for up to twelve (12) one year renewal terms without additional Council authorization.

Section 3. That the Fire Chief is authorized to expend up to \$4,400,000.00 from funds appropriated to Account No. 2301-231405-634180 to purchase specialized medical equipment, services and supplies.

..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



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Quote No: Q-61970 Version: 3

Kansas City Fire Department - KCFD  
635 Woodland Ave Ste 2100  
Kansas City, MO 64106

Quote No: Q-61970  
Version: 3

ZOLL Customer No: 142436

Issued Date: March 8, 2024  
Expiration Date: March 31, 2024

Ross Grundyson  
(816) 300-8825  
ross.grundyson@kcmo.org

Terms: NET 30 DAYS

FOB: Shipping Point  
Freight: Prepay & Add

Prepared by: Jason Jonas  
EMS CPR Territory Manager  
jason.jonas@zoll.com  
+1 8162158721

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		8700-001003-01	<b>AutoPulse NXT Starter Kit - EMS</b>  Includes: AutoPulse NXT Platform, AutoPulse NXT Charger, AutoPulse NXT Lithium Batteries (2), AutoPulse NXT Bands (3 pack), AutoPulse NXT QuickCase, AutoPulse NXT Shoulder Restraint	45	\$23,204.00	\$19,260.00	\$866,700.00
2		8700-001012-01	<b>AutoPulse NXT Lithium Battery</b>	45	\$1,278.00	\$1,006.00	\$45,270.00
3		8700-9901-61	<b>ZOLL AutoPulse Trade-In Allowance</b>  See Trade Unit Considerations.	40		(\$4,361.91)	(\$174,476.40)

Subtotal: \$737,493.60

**Total: \$737,493.60**

**Trade Unit Considerations**

Trade-In values valid through March 31, 2024 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: [esales@zoll.com](mailto:esales@zoll.com)

Kansas City Fire Department - KCFD  
Quote No: Q-61970 Version: 3

1. Delivery will be made upon availability.
2. This Quote expires on March 31, 2024. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.

**Order Information (to be completed by the customer)**

Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

Yes      PO Number: \_\_\_\_\_      PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Kansas City Fire Department - KCFD**

Authorized Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-63069 Version: 4

Kansas City Fire Department - KCFD  
 635 Woodland Ave Ste 2100  
 Kansas City, MO 64106

Quote No: Q-63069  
 Version: 4

ZOLL Customer No: 142436

Issued Date: March 8, 2024  
 Expiration Date: March 25, 2024

Ross Grundyson  
 (816) 300-8825  
 ross.grundyson@kcmo.org

Terms: Payment due June 1, 2024.

FOB: Destination  
 Freight: Free Freight

Prepared by: Lori Rohling  
 EMS Territory Manager  
 lrohling@zoll.com  
 +1 7734740916

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2231112-01	<p><b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	80	\$52,644.00	\$42,115.20	\$3,369,216.00
2	1339867	8900-0400	<p><b>CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case</b></p>	10	\$716.00	\$587.08	\$5,870.80



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Kansas City Fire Department - KCFD  
 Quote No: Q-63069 Version: 4

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	1339867	8300-000676	<b>OneStep Cable, X Series</b>	80	\$544.00	\$446.04	\$35,683.20
4	1339867	8009-0020	<b>CPR-D-padz and CPR Stat Padz Connector</b>	80	\$471.00	\$386.10	\$30,888.00
5	1339867	8900-000220-01	<b>OneStep Pediatric CPR Electrode (8 per case)</b>	10	\$831.00	\$383.45	\$3,834.50
6	1339867	8000-001128	<b>Accuvent Flow Tube (Box of 10)</b>	80	\$762.00	\$647.70	\$51,816.00
7	1339867	8000-0895	<b>Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs</b>	80	\$186.00	\$152.50	\$12,200.00
8	1339867	REUSE-09-2MQ	<b>Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector</b>	80	\$63.00	\$51.13	\$4,090.40
9	1339867	REUSE-08-2MQ	<b>Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist Lock connector</b>	80	\$63.00	\$51.13	\$4,090.40
10	1339867	8000-000151	<b>RD Rainbow SET MD20-04 EMS Patient Cable, 4ft</b>	80	\$299.00	\$245.06	\$19,604.80
11		8000-000862	<b>LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft</b>	80	\$1,080.00	\$842.40	\$67,392.00
12	1339867	8000-0580-01	<b>Six Hour Rechargeable, SurePower II Smart Battery</b>	160	\$957.00	\$504.22	\$80,675.20
13		8000-000393-01	<b>X Series Carry Case, Premium</b>	80	\$424.00	\$424.00	\$33,920.00
14		8400-110045	<b>CaseReview Premium Subscription, X Series, 5 Year- Hosted</b>  Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	80	\$2,430.00	\$2,430.00	\$194,400.00
15		8778-89005-PM	<b>X Series - Preventive Maintenance - 5 Years At Time of Sale</b>  Includes: Annual preventive maintenance, 24/7 Telephone support, general software updates, and minimum service fee waived. Shipping and use of a Service Loaner during preventive maintenance, no charge shipping.	80	\$1,550.00	\$1,550.00	\$124,000.00
16		6008-9901-61	<b>ZOLL X Series Trade In Allowance (EMS Group)</b>  See Trade Unit Considerations.	70		(\$6,000.00)	(\$420,000.00)

Subtotal: \$3,617,681.30

**Total: \$3,617,681.30**





**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Kansas City Fire Department - KCFD  
Quote No: Q-63069 Version: 4

Contract Reference	Description
1339867	Reflects NASPO 2017 OK-SW-300 contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NASPO 2017 OK-SW-300 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations
Trade-In values valid through March 25, 2024 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

Additional Language
Refer to letter of understanding for additional terms.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. Delivery will be made upon availability.
2. This Quote expires on March 25, 2024. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.



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**Order Information (to be completed by the customer)**

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes      PO Number: \_\_\_\_\_      PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No      (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Kansas City Fire Department - KCFD**

Authorized Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ALS/BLS Software Solutions Master Application Service Provider Agreement**

**1. Orders.** ZOLL Medical Corporation (“ZOLL”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“Order”) between ZOLL and another party (“Customer”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “Agreement”). ASP Services are further defined in Section 3. Implementation Services are further defined in Section 4. Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, “Services”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

**2. Payment.** Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“Fees”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“Taxes”).

**3. ASP Services.** “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “Underlying Software”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “ZOLL Site”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “Documentation”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

**3.1. Provision of ASP Services.** Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“Registered Users”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

**3.2. Access Software.** Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “Access Software”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “Software”.

**3.3. Restrictions.** Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

**3.4. Service Level Agreement.**

**3.4.1. Downtime.** “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

**3.4.2. Planned Downtime.** “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.



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**3.4.3. Excused Downtime.** “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer’s premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer’s failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

**3.4.4. Unplanned Downtime.** Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x \%, \text{ where “x” is Unplanned Downtime.}$$

**3.4.5. Unplanned Downtime Goal.** ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “Unplanned Downtime Goal”). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

**3.4.6. Revocation of Administrative Rights.** Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

**3.4.7. Customer Content; Security; Backup.**

**3.4.7.1. Customer Content.** As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services (“Customer Content”); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

**3.4.7.2. Security.** Subject to Customer’s obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

**3.4.7.3. Backup of Customer Content (Not Applicable to Remote View).** Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL’s control.

**3.4.7.4. Availability of Customer Content (Not Applicable to Remote View).** It is Customer’s responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the “Active Customer Content”), in ZOLL’s working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL’s receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the “Active Retention Period”). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a “Database”), or (b) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days (“Inactive Customer Content”) and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL’s working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer’s access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

**3.4.8. Remedies.** A “Service Credit” means a percentage of the monthly Fee to be credited to Customer (subject to Customer’s written request therefor and ZOLL’s verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer’s monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month’s invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 3.4.8 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this Section 3.4.8 shall be the Customers’ sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

**3.4.9. Modifications.** Changes to this Section 3.4 may be made from time to time at ZOLL’s sole discretion. Customer will be notified of any such changes that are material.

**4. Implementation Services.** ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the “Implementation Services”). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer’s premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and



the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a “reasonable efforts” basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL’s negligence.

**5. Support Services.** ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

**5.1. Support.**

**5.1.1. Emergency Support.** ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. “**Supported ASP Services**” means the ASP Services for which Customer has paid the then-current Fees. “**Supported Environment**” means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. “**Error**” means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

**5.1.2. Technical Support.** ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays (“**Business Hours**”) to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

**5.1.3. Resolution.** ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects (“**Resolution**”).

**5.1.4. Expenses.** Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL’s sole discretion. Should Customer request that ZOLL send personnel to Customer’s location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer’s location.

**5.1.5. Exceptions.** ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer’s modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL’s reasonable discretion, at ZOLL’s then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

**5.2. Conditions and Limitations.** Customer shall provide ZOLL with access to Customer’s personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer’s employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

**6. Warranties.**

**6.1. Implementation Services and Support Services.** Subject to Customer’s payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer’s sole and exclusive remedy for any breach of the warranty set forth in this [Section 6.1](#), perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL’s option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this [Section 6.1](#) is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

**6.2. ASP Services and Access Software.** Subject to Customer’s payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer’s use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This [Section 6.2](#) sets forth Customer’s exclusive remedy, and ZOLL’s entire liability, for breach of the warranty for the ASP Services contained herein.

**6.3. Warranty Disclaimers.** The warranties for the Software and Services are solely and expressly as set forth in [Section 6.1](#) and [Section 6.2](#) and are expressly qualified, in their entirety, by this [Section 6.3](#). EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 6.1](#) AND [SECTION 6.2](#), (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY “AS IS”, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL’S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL’s existing products and services. ZOLL’s performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL’s performance obligations shall be due as described herein.

**7. Confidentiality.** Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential



(“**Confidential Information**”) for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it (“**Disclosing Party**”) only to the employees or contractors of the party receiving it (“**Receiving Party**”) who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL’s Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party’s obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party’s reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

## **8. Indemnification.**

**8.1. By ZOLL.** ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees (“**Customer Parties**”) brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL’s request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL’s opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This Section 8 states ZOLL’s entire liability and the exclusive remedy for any claims of infringement.

**8.2. By Customer.** Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the “**ZOLL Parties**”) harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, “**Claims**”) that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties’ use or misuse of any of the Software or Services, including without limitation in combination with Customer’s software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL’s net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

**9. Limitation of Liability.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER’S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer’s sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL’s licensors and suppliers, for third party products or services, and for the actions or omissions of Customer’s representatives.

**10. Ownership.** All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the “**Executable Code**”); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the “**Source Code**”); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the “**ZOLL Property**”). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

## **11. Term and Termination.**



## ZOLL Medical Corporation

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: [esales@zoll.com](mailto:esales@zoll.com)

Kansas City Fire Department - KCFD  
Quote No: Q-63069 Version: 4

**11.1. Term.** The term of this Agreement (“**Term**”) begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL’s then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. “**Implementation Date**” for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

**11.2. Termination.** Either party may terminate this Agreement or any Order without cause on thirty (30) days’ prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

**11.3. Effects of Termination.** Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the “**Expired or Terminated Document**”) before such termination or expiration will become immediately due and payable; (b) Customer’s right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer’s computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer’s possession and (iii) return or destroy all copies of the Documentation in Customer’s possession or control; (d) each party shall promptly discontinue all use of the other party’s Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party’s option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL’s request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer’s compliance with its post-termination obligations set forth in this [Section 11.3](#).

## 12. General Provisions.

**12.1. Compliance with Laws.** Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

**12.2. Audits and Inspections.** Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer’s records relating to Customer’s use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer’s underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL’s standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

**12.3. Assignments.** Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL’s prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

**12.4. U.S. Government End Users.** If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

**12.5. Notices.** All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

**12.6. Governing Law and Venue; Waiver of Jury Trial.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**12.7. Remedies.** Except as otherwise expressly provided in this Agreement, the parties’ rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

**12.8. Waivers.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.9. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force



and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

**12.10. Independent Contractors.** The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

**12.11. Third Parties.** Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider (“**Third Party Provider**”) to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services (“**Third Party Products or Services**”), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

**12.12. Force Majeure.** Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party’s reasonable control and without such party’s fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL’s performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a “**Force Majeure Event**”).

**12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival.** This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, [Section 7](#) (Confidentiality), [Section 8](#) (Indemnification), [Section 9](#) (Limitation on Liability), [Section 10](#) (Ownership), [Section 11.3](#) (Effects of Termination) and [Section 12](#) (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

**13. HIPAA.** This [Section 13](#) applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer (“**PHI**”) in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this [Section 13](#) have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as “**HIPAA**”). “**Covered Entity**” as used herein means Customer. “**Business Associate**” as used herein means ZOLL. The purpose of this [Section 13](#) is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA.

**13.1. Applicability.** This [Section 13](#) applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

**13.2. Compliance and Agents.** Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this [Section 13](#) with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

**13.3. Use and Disclosure; Rights.** Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

**13.4. Safeguards.** Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

**13.5. Minimum Necessary.** Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

**13.6. Report of Improper Use or Disclosure.** Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of “**unsecured protected health information**,” as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

**13.7. Individual Access.** In accordance with an individual’s right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual’s right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual’s representative.





**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
Federal ID# 04-2711626

Phone: (800) 348-9011  
Fax: (978) 421-0015  
Email: esales@zoll.com

Kansas City Fire Department - KCFD  
Quote No: Q-63069 Version: 4

**13.8. Amendment of and Access to PHI.** Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

**13.9. Accounting.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual’s request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

**13.10. DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to the U.S. Department of Health and Human Services (“DHHS”), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity’s compliance with HIPAA.

**13.11. Individual Authorizations; Restrictions.** Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate’s use or disclosure of PHI.

**13.12. HITECH Act Compliance.** Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

**13.13. Breach; Termination; Mitigation.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate’s obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

**13.14. Return of PHI.** Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

**13.15. De-identified Health Information.** Business Associate may de-identify any and all PHI and may create a “Limited Data Set” in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

**13.16. Survival.** All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

**13.17. Further Assurances; Conflicts.** Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

**13.18. Applicable Law.** The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties’ obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

**Customer**

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Date: \_\_\_\_\_



**ZOLL Medical Corporation**

269 Mill Road  
Chelmsford, MA 01824-4105  
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Authorizing the Manager of Procurement Services to exceed the \$1,000,000.00 threshold with Zoll Medical Corporation for existing contract EV2481 to provide specialized medical equipment, services and supplies; authorizing the Manager of Procurement Services to amend and extend the contract; and authorizing the Fire Chief to expend up to \$4,400,000.00 from funds appropriated to Account No. 2301-231405-634180 to purchase specialized medical equipment, services and supplies.

WHEREAS, after a solicitation, the City awarded a term and supply contract with Zoll Medical Corporation to provide specialized medical equipment, services and supplies; and

WHEREAS, Kansas City Fire Department will purchase 80 12-Lead X Series Advance Monitor/Defibrillator with the required accessories base on the proposed Quote with the issue date March 8, 2024 and included as attachment with this ordinance within Fiscal Year 2023-24 from current appropriations within the Fire Sales Tax – Capital Fund in the amount of \$3,617,681.30; and

WHEREAS, Kansas City Fire Department will purchase 45 AutoPulse NXT starter kit along with Lithium Batteries base on the proposed Quote with the issue date March 8, 2024 and included as attachment with this ordinance within Fiscal Year 2023-24 from current appropriations within the Fire Sales Tax – Capital Fund in the amount of \$737,493.60; and

WHEREAS, under the Contract, Contractor provides specialized medical equipment, services and supplies 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

WHEREAS, pursuant to Section 3-43(a), Code of Ordinances, the City Council must authorize contracts in excess of six years; and

WHEREAS, the term of Contract EV2481 with Zoll Medical Corporation will be extended to twelve one year terms if the City Council approves the amendment;

NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Manager of Procurement Services is authorized to exceed the \$1,000,000.00 threshold with Zoll Medical Corporation for existing contract EV2481 which provides specialized medical equipment, services and supplies.

Section 2. That the Manager of Procurement Services is authorized to execute contract amendments and extend the contract for the remaining renewal terms available without additional Council authorization.

Section 3. That the Fire Chief is authorized to expend up to \$4,400,000.00 from funds appropriated to Account No. 2301-231405-634180 to purchase specialized medical equipment, services and supplies.

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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.

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Tammy Queen

Director of Finance

Approved as to form:

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James M. Brady

Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 240315

Submitted Department/Preparer: Fire

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 Manager of Procurement Services to exceed the \$1,000,000.00 threshold with Zoll Medical Corporation for existing contract EV2481 to provide specialized medical equipment, services and supplies; authorizing the Manager of Procurement Services to amend and extend the contract; and authorizing the Fire Chief to expend up to \$4,400,000.00 from funds appropriated to Account No. 2301-231405-634180 to purchase specialized medical equipment, services and supplies.

### Discussion

Kansas City Fire Department will purchase 80 12-Lead X Series Advance Monitor/Defibrillator with the required accessories base on the proposed Quote with the issue date March 8, 2024 and included as attachment with this ordinance within Fiscal Year 2023-24 from current appropriations within the Fire Sales Tax – Capital Fund in the amount of \$3,617,681.30. KCFD will also be purchasing 45 AutoPulse NXT starter kit along with Lithium Batteries base on the proposed Quote with the issue date March 8, 2024 as well and included as attachment with this ordinance within Fiscal Year 2023-24 from current appropriations within the Fire Sales Tax – Capital Fund in the amount of \$737,493.60.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
Fire Capital Sales Tax  
2301-231405-634180
3. How does the legislation affect the current fiscal year?  
Authorizes the Fire Chief to use existing appropriations to purchase medical equipment, services, and supplies
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
Possibly, with the upgrade in three years. No

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

No

**Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

**Additional Discussion (if needed)**

This ordinance authorizes the use of existing appropriations in the Fire Sales Tax – Capital fund to purchase medical equipment, services, and supplies.

**Citywide Business Plan (CWBP) Impact**

1. View the [FY23 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**

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

## Service Level Impacts

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

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
Provide the newest life saving equipment to the citizens and visitors of Kansas City
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?  
Brings the newest life savings equipment to what is referred to as the “Mobile Hospitals” or Ambulances and Pumpers within KCFD.
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)

Currently the City has a contract with Zoll (EV2481).

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 #: 240325**

ORDINANCE NO. 240325

Sponsor: Mayor Quinton Lucas

Authorizing and directing the City Manager to solicit the procurement of contractors necessary for the construction of a holding cell facility located at the headquarters of the Kansas City Police Department; reducing transfers between the Public Safety Sales Tax Fund and the General Debt and Interest Fund; estimating additional revenue in the Public Safety Sales Tax Fund; appropriating the amount of \$12,000,000.00 from the Unappropriated Fund Balance of the Public Safety Sales Tax fund for the purpose of constructing a holding cell facility; designating requisitioning authority; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the City has outstanding detention and rehabilitation needs; and

WHEREAS, the City uses a portion of the Public Safety Sales Tax to make debt service payments on General Obligation bonds issued pursuant to 2010 voted authorization through a budgeted transfer to the General Debt and Interest Fund; and

WHEREAS, due to recent increases in assessed valuation of taxable tangible property within the City, the General Debt and Interest Fund has an expected FY2023-24 ending fund balance in excess of \$19 million making the FY2023-24 budgeted transfer from the Public Safety Sales Tax Fund unnecessary to meet the current and future obligations of the General Debt and Interest Fund; and

WHEREAS, the City Council finds that the reduced transfer results in available funds in the Public Safety Sales Tax Fund and that the capital improvements contemplated herein are an acceptable use of this source of revenue; NOW THEREFORE

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. Authorizing and directing the City Manager to solicit the procurement of contractor(s) necessary for the construction of a holding cell facility located at the headquarters of the Kansas City Police Department.

Section 2. That revenue in the following account of the General Debt and Interest Fund is hereby reduced in the following amount:

24-5010-120000-502320	Tfr From Public Safety Sales Tax	\$9,776,750.00
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Section 3. That the appropriations in the following account of the Public Safety Sales Tax Fund are hereby reduced in the following amount:

24-2320-129998-905010	Tfr to General Debt and Interest	\$9,776,750.00
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Section 4. That the revenue estimate in the following account of the Public Safety Sales Tax Fund is hereby increased by the following amount:

24-2320-120000-451100	Sales Tax	\$1,999,209.00
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Section 5. That \$12,000,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Public Safety Sales Tax Fund to the following account:

24-2320-077700-E-07P24071	KCPD Holding Facility	\$12,000,000.00
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Section 6. That the Director of General Services is hereby designated as requisitioning authority for Account No. 2320-077700-07P24071.

Section 7. That this ordinance is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) of the City Charter in that it appropriates money, and shall take effect in accordance with that section.

..end

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

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Tammy L. Queen  
Director of Finance

Approved as to form:

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Samuel Miller  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 240325

Submitted Department/Preparer: General Services

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 and directing the City Manager to solicit the procurement of contractors necessary for the construction of a holding cell facility located at the headquarters of the Kansas City Police Department; reducing transfers between the Public Safety Sales Tax Fund and the General Debt and Interest Fund; estimating additional revenue in the Public Safety Sales Tax Fund; appropriating the amount of \$12,000,000.00 from the Unappropriated Fund Balance of the Public Safety Sales Tax fund for the purpose of constructing a holding cell facility; designating requisitioning authority; and recognizing this ordinance as having an accelerated effective date.

### Discussion

The City has identified a need for detention and rehabilitation. Due to increases in assessed valuation of tangible property within the City, the General Debt and Interest fund does not require a currently budgeted transfer from the Public Safety Sales Tax Fund. Decreasing this transfer results in the availability of funding to appropriate for the purposes of capital improvements that would create new detention and rehabilitation facilities at the KCPD headquarters.

### Fiscal Impact

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

Public Safety Sales Tax Fund		
2320-077700-E-07P24071	KCPD Holding Facility	\$12,000,000.00
- How does the legislation affect the current fiscal year?  
 Reduces the transfer from the Public Safety Sales Tax Fund to the General Debt and Interest Fund by \$9,776,750.00, estimates an additional \$1,999,209.00 of Sales Tax revenue in the Public Safety Sales Tax Fund, and appropriates

\$12,000,000.00 in the same fund for the purposes of constructing a holding cell facility at the KCPD Headquarters.

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

No

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

No

### Office of Management and Budget Review

(OMB Staff will complete this section.)

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

### Additional Discussion (if needed)

This ordinance adjusts a transfer from the Public Safety Sales Tax Fund to the General Debt and Interest Fund and estimates additional Sales Tax revenue in the former fund for the purposes of appropriating \$12.0 million to construct a holding cell facility at the KCPD headquarters.

## Citywide Business Plan (CWBP) Impact

1. View the [FY23 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.
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## Prior Legislation

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

## Service Level Impacts

This will require substantial collaboration between staff from KCPD and the City Architect Division of General Services for architectural and engineering plans and construction of the capital improvements resulting in detention and rehabilitation facilities. There may be some impacts to the operations of KCPD staff in the headquarters building.

## Other Impacts

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

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

N/A

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

No(Press tab after selecting)



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**File #: 240228**

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ORDINANCE NO. 240228

Sponsor: Councilmember Andrea Bough

Levying taxes for Fiscal Year 2024-25 for the General Revenue, Health, General Debt and Interest, and Museum Special Revenue Funds on all property in Kansas City subject to taxation on January 1, 2024; providing for the extension of such levies by the Director of Finance; and authorizing the collection by the Director of Finance.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That taxes for Fiscal Year 2024-25, commencing on the first day of May, 2024, in the total amount of one dollar forty-nine and fifty-three hundredth cents (\$.4953) per hundred dollars, shall be and are levied on all property within the City subject to taxation on January 1, 2024, under the Constitution and laws of the State of Missouri, both real and tangible personal, subject to the provisions contained in Section 2 of this ordinance, as follows:

FIRST: A general tax of fifty-four and one hundredth cents (\$.5401) on each hundred dollars of the assessed valuation of all such taxable property is levied and imposed for municipal operating purposes, to be credited to the General Revenue Fund.

SECOND: A general tax of fifty-four and three hundredth cents (\$.5403) on each hundred dollars of assessed valuation of all such taxable property is levied and imposed for municipal operating expenses for hospitals and public health purposes, to be credited to the Health Fund.

THIRD: The Council, pursuant to authority granted under Section 92.031, RSMo, in the alternative, elects to impose a tax for debt service of forty cents (\$.4000) on each hundred dollars of assessed valuation of all such taxable property, which tax is necessary for the maintenance of the General Debt and Interest Fund for the redemption of the outstanding general obligation bonds of the City maturing in Fiscal Year 2024-25 and for the payment of all interest becoming due and payable in Fiscal Year 2024-25, on the entire outstanding general obligation bond indebtedness of the City, except indebtedness upon which the principal and interest are payable or budgeted for payment from other funds of the City.

FOURTH: A general tax of one and forty-nine hundredth cents (\$.0149) on each hundred dollars of the assessed valuation of all such taxable property is levied and imposed for municipal museum purposes, to be credited to the Museum Special Revenue Fund.

Section 2. (a) In determining the amount of taxes levied by this ordinance upon property subject to such levy, the true value of such property shall be taken to be the valuation shown in the assessments returned by the Assessor for the county in which the property is located for Fiscal Year 2024-25, as equalized according to law; and this levy is made upon the basis of that valuation.

(b) The general taxes levied upon the real estate and tangible personal property, and other than the goods, wares and merchandise held by all merchants and raw material, merchandise, finished products, tools, machinery and appliances used or kept on hand by all manufacturers, shall be entered and extended by the Director of Finance in the land and tangible personal property tax records for 2024.

(c) The taxes herein levied above are levied at the levels authorized under the Missouri Constitution and Statutes upon the assessments as estimated at the time of levy, provided however, the Legislature having mandated equalization maintenance upon the receipt of equalized valuations, the Council shall proceed to revise and roll back, if required, the foregoing levy upon such equalized assessments in accordance with constitutional and statutory requirements and such taxes shall be extended, billed and collected in the manner provided by ordinance.

(d) The Director of Finance shall provide for the collection of all taxes levied by this ordinance.

..end

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I hereby certify that the levy specified in the THIRD paragraph of Section 1 of the foregoing ordinance is necessary for the maintenance of the General Debt and Interest Fund for the payment of principal and interest on the outstanding general obligation bond indebtedness of Kansas City, as stated therein.

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Tammy L. Queen  
Director of Finance

Approved as to form:

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Samuel Miller



Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 240228

Submitted Department/Preparer: Finance

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

Levying taxes for Fiscal Year 2024-25 for the General Revenue, Health, General Debt and Interest and Museum Special Revenue Funds on all property in Kansas City subject to taxation on January 1, 2024; providing for the extension of such levies by the Director of Finance; and authorizing the collection by the Director of Finance.

### Discussion

Taxes for Fiscal Year 2024-25, commencing on the first day of May 2024, in the total amount of \$1.4953 per \$100, shall be levied upon all property within the City subject to taxation on January 1, 2024, under the Constitution and laws of the State of Missouri for both real and tangible personal property.

A general tax of 54.01 cents on each \$100 of the assessed valuation of all such taxable property is levied and imposed for municipal operating purposes to be credited to the General Fund.

A general tax of 54.03 cents on each \$100 of the assessed valuation of all such taxable property is levied and imposed for municipal operating expenses for hospitals and public health to be credited to the Health Levy Fund.

A tax of 40.00 cents on each \$100 of the assessed valuation of all such taxable property is imposed for purposes of paying debt service on outstanding general obligation bonds of the City.

A general tax of 1.49 cents on each \$100 of the assessed valuation of all such taxable property for municipal museum purposes, to be credited to the Museum Special Revenue Fund.

### Fiscal Impact

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

2. What is the funding source?  
Collecting Revenue for the General fund 1000 12000 45XXXX (various), Health Fund 2330 120000 45XXX (various), Genral Debt & Interest Fund 5010 120000 45XXXX (various), Museum Fund 2020 12000 45XXXX (various)
3. How does the legislation affect the current fiscal year?  
The legislation does not affect the current year.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
Yes, it estimates revenues for Fiscal Year 2024-25.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
Yes, the legislation will generate revenues for fiscal year 2024-25.

**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?  
Finance and Governance (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
  - Ensure the resiliency of a responsive, representative, engaged, and transparent City government.
  - Engage in workforce planning including employee recruitment, development, retention, and engagement.
  - Foster a solutions-oriented, welcoming culture for employees and City Partners.
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## Prior Legislation

230171

## Service Level Impacts

Property tax collections significantly impact the City's ability to provide services. The general levy revenue is used to support basic services provided by the City such as public safety, road repair and emergency response. Revenues generated from the debt levy are used to meet the City's general debt obligations. Revenues generated from the health levy are dedicated to the health fund which supports care for the indigent. Revenues generated from the museum levy are used to support the Kansas City Museum.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
Yes, the property taxes collected from the health levy are dedicated to the health fund and used to pay expenditures related to healthcare for the indigent and support Health Department programs.
2. How have those groups been engaged and involved in the development of this ordinance?  
The City's budget office holds annual budget meeting with the community to gain insight about citizen's priorities. The revenue generated from property taxes will support the City's adopted budget.
3. How does this legislation contribute to a sustainable Kansas City?  
The revenue generated from this legislation allows the City to meet its debt obligations as well as provide funding for the basic services provided by the City. This legislation also generates funds to provide healthcare services for the indigent.
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)



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**File #: 240229**

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ORDINANCE NO. 240229

Sponsor: Councilmember Andrea Bough

Setting the rates for the trafficway maintenance tax, the park and boulevard maintenance tax, and the boulevards and parkways front foot assessment at \$0.00 for Fiscal Year 2024-25 in accordance with Section 68-582 of the Code of Ordinances.

WHEREAS, at the election held on August 7, 2012, the voters of the City of Kansas City, Missouri, approved a park sales tax of 1/2 cent authorized by Section 644.032 of the Revised Statutes of Missouri for the purpose of providing for the maintenance and operations of local parks, parkways, boulevards and community centers, to become effective January 1, 2013; and

WHEREAS, in approving the park sales tax at the August 7, 2012, election, the voters directed that the City cease billing and collecting the trafficway maintenance tax, the park and boulevard maintenance tax, and the boulevards and parkways front foot assessment by setting the assessment for each at \$0.00 effective January 1, 2013, and for each following year for as long as the park sales tax is in effect; and

WHEREAS, upon approval of the park sales tax on August 7, 2012, Section 68-582 of the Code of Ordinances was adopted, requiring that, beginning January 1, 2013, and each year thereafter when levies are set by the City Council as part of its annual budget deliberations, the City Council will adopt appropriate ordinances that establish the park and boulevard maintenance taxes and trafficway maintenance taxes at \$0.00, and establish the boulevards and parkways front foot assessments at \$0.00; and

WHEREAS, at their meeting held on January 23, 2024, the Board of Parks and Recreation Commissioners passed Resolution No. 32400 recommending to the City Council that the assessment for the park and boulevard maintenance tax and the boulevards and parkways front foot assessment each be set as \$0.00 for Fiscal Year 2024-25; NOW, THEREFORE,

**BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:**

Section 1. That for the purpose of maintaining, adorning, constructing, repairing and otherwise improving the parks, parkways, boulevards, roads and grounds located in the City under the control and management of the Board of Parks and Recreation Commissioners, a maintenance tax of \$0.00 on each hundred dollars of the assessed value upon real estate, exclusive of buildings and improvements, not exempted by law from taxation is imposed and levied according to the valuation and assessment of real estate for Fiscal Year 2024-25.

Section 2. That for the purpose of maintaining, repairing, and otherwise improving the boulevards, parkways, roads, streets, avenues and highways under the control and management of the Board of Parks and Recreation, there is levied for Fiscal Year 2024-25, a special assessment of \$0.00 per lineal foot on all lots, tracts, and parcels of land, abutting the boulevards, parkways, roads, streets, avenues and highways under the control and management of the Board of Parks and Recreation Commissioners.

Section 3. That there is hereby levied upon all real estate, exclusive of all improvements, not exempt by law from general taxation in the North, East and West Trafficway Districts, as established in Sections 2-1934, 2-1935 and 2-1936, respectively, of the Code of Ordinances, a special assessment of \$0.00 on each hundred dollars of the assessed value of real estate, exclusive of improvements, the assessed value to be the same as shown by the books of the Director of Finance for the assessment of real estate in the North, East and West Trafficway Districts made for general City purposes for Fiscal Year 2024-25 as to all real estate listed on the books for taxation for general City purposes.

..end

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Approved as to form:

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Samuel Miller  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 240229

Submitted Department/Preparer: Finance

Revised 10/23/23

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

Setting the rates for the trafficway maintenance tax, the park and boulevard maintenance tax, and the boulevards and parkways front foot assessment at \$0.00 for Fiscal Year 2024-25 in accordance with Section 68-582 of the Code of Ordinances.

### Discussion

In 2012, the voters of Kansas City, Missouri approves a park sales tax of ½ cent for the purpose of maintenance and operations of local parks, parkways, boulevards, and community centers. In approving this sales tax, the voters directed the City to cease billing and collecting the trafficway maintenance tax, the park and boulevard maintenance tax, and the boulevards and parkways front foot assessment by setting each assessment at \$0.00.

Each year the Board of Parks and Recreation Commissioners passes a resolution recommending to the City Council that these assessments be set at \$0.00 for the following fiscal year. When levies are set by the City Council as part of its annual Budget deliberations, the City Council will adopt the ordinances that establish the park and boulevard maintenance taxes, trafficway maintenance taxes, and boulevard and parkway front foot assessments at \$0.00.

The Board of Parks and Recreation Commissioners met on January 23, 2024, and approved Resolution No. 32400, recommending these assessments be set at \$0.00 for Fiscal Year 2024-25.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
N/A
3. How does the legislation affect the current fiscal year?  
N/A



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

This legislation sets the park and boulevard maintenance tax, trafficway maintenance tax, and boulevard and parkway front foot assessment at \$0.00

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

This legislation is submitted annually to support the park sales tax.

### 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)

## Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?  
Finance and Governance (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
  - Reform the City's economic incentives to meet the policy objectives of the City Council
  - Ensure the resiliency of City government
  - Engage in workforce planning including employee recruitment, development, retention, and engagement
  - Ensure a responsive, representative, engaged, and transparent City government

## Prior Legislation

Ordinances Nos. 230172, 220196, 200167, 190166, 180136, 170151, 160152, 150143, 140171, 130166.

## Service Level Impacts

N/A

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
N/A
2. How have those groups been engaged and involved in the development of this ordinance?  
N/A
3. How does this legislation contribute to a sustainable Kansas City?  
N/A
4. Does this legislation create or preserve new housing units?  
N/A
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.  
N/A
6. Does this legislation seek to approve a contract resulting from an Invitation for Bid?  
N/A
7. Does this legislation seek to approve a contract resulting from a Request for Proposal/Qualification (RFP/Q)?  
N/A



**File #: 240230**

ORDINANCE NO. 240230

Sponsor: Councilmember Andrea Bough

Submitting the Annual Budget of the City for the Fiscal Year 2024-25; estimating the revenues for the fiscal year; appropriating for the purposes stated the sums set forth in the budget; directing the Director of Finance to make the necessary entries upon the City’s records to show the appropriations and allocations provided for; authorizing inter-fund loans; and electing to establish a budget adoption deadline pursuant to Section 805(i) of the City Charter.

WHEREAS, Section 805 of the City Charter requires the City Council to adopt an annual budget and, as adopted, the budget constitutes an appropriation of the amount for the purposes stated as the appropriation and authorization of the amount to be raised by taxation for the purposes of the City, plus any unencumbered balance from previous years;

WHEREAS, the City Council has reviewed this budget and held public hearings; NOW, THEREFORE,

**BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:**

Section 1. That the detailed estimated revenues of the City for the ensuing Fiscal Year 2024-25 are as set forth in said budget in Schedules VIII, X, XI, XII, XIII and XIV.

Section 2. That by adoption of said annual budget, there are hereby appropriated for the purposes stated herein the sums set forth in Schedules II, III, IV and V. The sums hereby appropriated are set out in detail in Schedules X, XI, XII, XIII and XIV, inclusive, by activity accounts, and the total sum appropriated for each such account is divided in the following classifications, as applicable, thereof, to-wit: (a) Personal Services, (b) Contractual Services, (c) Commodities, (e) Capital Outlay, (f) Pass Through Payments, and (g) Debt Service.

Section 3. That requisitions for encumbrances against and the payment of money out of the various appropriations described in this ordinance shall be made by those officers and employees of the City and by those persons or boards whose titles are set out opposite the designation of the departments, offices, and purposes to or for which appropriations have been made, respectively, as set forth in the following schedule:

**Schedule for Appropriation  
GOVERNMENTAL ACTIVITIES FUNDS**

Department or Activity	Requisitioning Authority	Amount of Appropriation
<b>General Fund</b>		<b>\$781,847,856</b>
Boards of Election Commissioners	Director of Finance	\$4,108,000
City Planning and Development	Director of City Planning and Development	\$2,255,486
	Director of Finance (Debt)	\$1,003,466
Civil Rights and Equal Opportunity	Director of Civil Rights and Equal Opportunity	\$2,606,200
Contingent Appropriation	City Manager	\$7,086,945
Economic Development	City Manager	\$75,000
	Director of Finance	\$40
	Director of Finance (Debt)	\$1,847,904
Finance	Director of Finance	\$16,379,206
	Director of Finance (Debt)	\$1,804,478
Fire	Director of Fire/ Fire Chief	\$222,907,207
	Director of General Services	\$0
General Services	Director of Finance (Debt)	\$548,318
	Director of General Services	\$28,002,979
	Director of Human Resources	\$338,872
	Director of Public Works	\$0
Housing & Community Development	Director of Housing and Community Development	\$7,006,012
	Director of Neighborhoods Services	\$0
Human Resources	City Manager	\$3,220
	Director of Finance (Debt)	\$109,250
	Director of Human Resources	\$7,784,882
Law	City Attorney	\$7,442,655
Municipal Court	Administrator of the Municipal Court	\$9,308,543
Neighborhoods	City Manager	\$0
	Director of Finance (Debt)	\$1,213,151
	Director of Neighborhoods Services	\$26,002,877
Office of the City Auditor	City Auditor	\$1,274,438
Office of the City Clerk	City Clerk	\$879,341
Office of the City Manager	City Manager	\$15,174,437
	Director of Finance (Debt)	\$0
	Director of Human Resources	\$0
Offices of Mayor and Council	At Large District 1 Councilperson	\$40,000
	At Large District 2 Councilperson	\$40,000
	At Large District 3 Councilperson	\$40,000
	At Large District 4 Councilperson	\$40,000
	At Large District 5 Councilperson	\$40,000
	At Large District 6 Councilperson	\$40,000
	In District 1 Councilperson	\$40,000

	In District 2 Councilperson	\$40,000
	In District 3 Councilperson	\$40,000
	In District 4 Councilperson	\$40,000
	In District 5 Councilperson	\$40,000
	In District 6 Councilperson	\$40,000
	Mayor	\$3,696,712
	Mayor Pro Tem	\$3,223,643
Parks and Recreation	Board of Parks and Recreation Commissioners	\$1,658,220
Police	Board of Police Commissioners	\$270,099,743
	Director of Finance (Debt)	\$2,190,750
	Director of General Services	\$6,393,238
Public Works	Director of Finance (Debt)	\$4,753,155
	Director of Neighborhoods Services	\$107
	Director of Public Works	\$47,332,105
Transfers	Director of Finance (Transfers)	\$76,857,276
<b>American Rescue Plan Fund</b>		<b>\$1,426,570</b>
Public Works	Director of Public Works	\$1,426,570
<b>Arterial Street Impact Fee</b>		<b>\$24,158</b>
Transfers	Director of Finance (Transfers)	\$24,158
<b>Assessment and Triage Center Fund</b>		<b>\$1,000,000</b>
Municipal Court	Administrator of the Municipal Court	\$1,000,000
<b>Brownfields Revolving</b>		<b>\$252,442</b>
City Planning and Development	Director of City Planning and Development	\$252,442
<b>Capital Improvements</b>		<b>\$99,753,214</b>
City Planning and Development	Director of City Planning and Development	\$300,000
Civil Rights and Equal Opportunity	Director of Civil Rights and Equal Opportunity	\$427,613
Economic Development	Director of Finance (Debt)	\$620,032
Finance	Director of Finance	\$2,859,832
General Services	Director of Finance (Debt)	\$4,563,398
	Director of General Services	\$8,096,492
Neighborhoods	Director of Finance (Debt)	\$171,561
	Director of Neighborhoods Services	\$0
Parks and Recreation	Board of Parks and Recreation Commissioners	\$14,431,132
	Director of Finance (Debt)	\$1,212,393
Public Works	Director of Finance (Debt)	\$4,598,644
	Director of Public Works	\$60,391,117
Water Services	Director of Finance (Debt)	\$0
	Director of Water Services	\$2,081,000
<b>Central City Sales Tax</b>		<b>\$12,897,873</b>
Housing & Community Development	Director of Housing and Community Development	\$12,837,996
	Director of Neighborhoods Services	\$0

Transfers	Director of Finance (Transfers)	\$59,877
<b>Community Development Funds</b>		<b>\$7,642,611</b>
Civil Rights and Equal Opportunity	Director of Civil Rights and Equal Opportunity	\$7,465
Housing & Community Development	Director of Housing and Community Development	\$7,623,371
	Director of Neighborhoods Services	\$11,775
<b>Convention And Sports Complex</b>		<b>\$29,423,235</b>
Convention and Entertainment Facilities	Director of Convention and Entertainment Facilities	\$700,000
	Director of Finance (Debt)	\$26,055,638
Convention and Tourism	Director of Convention and Entertainment Facilities	\$2,000,000
General Services	Director of Finance (Debt)	\$667,597
	Director of General Services	\$0
<b>Convention and Tourism</b>		<b>\$77,833,779</b>
Convention and Entertainment Facilities	Director of Convention and Entertainment Facilities	\$22,723,296
	Director of Finance (Debt)	\$0
Convention and Tourism	Director of Convention and Entertainment Facilities	\$17,491,439
	Director of Neighborhoods Services	\$10,000
Neighborhoods	Director of Neighborhoods Services	\$350,000
Office of the City Manager	City Manager	\$438,942
Offices of Mayor and Council	Mayor	\$302,500
Public Works	Director of Convention and Entertainment Facilities	\$795
Transfers	Director of Finance (Transfers)	\$36,516,807
<b>Convention Hotel Catering</b>		<b>\$8,451,147</b>
Convention and Entertainment Facilities	Director of Convention and Entertainment Facilities	\$4,233,840
	Director of Finance (Debt)	\$3,882,214
Transfers	Director of Finance (Transfers)	\$335,093
<b>Development Services</b>		<b>\$20,457,461</b>
City Planning and Development	Director of City Planning and Development	\$17,269,774
	Director of General Services	\$0
Finance	Director of Finance	\$47,409
General Services	Director of Finance (Debt)	\$622,938
	Director of General Services	\$361,843
Neighborhoods	City Manager	\$0
	Director of Neighborhoods Services	\$26,230
Transfers	Director of Finance (Transfers)	\$2,129,267
<b>Domestic Violence Grant Fund</b>		<b>\$797,289</b>
Law	City Attorney	\$734,279
Municipal Court	Administrator of the Municipal Court	\$63,010

<b>Domestic Violence Shelters Fund</b>		<b>\$100,000</b>
Housing & Community Development	Director of Housing and Community Development	\$100,000
<b>Downtown Arena Project Fund</b>		<b>\$19,434,217</b>
City Planning and Development	Director of City Planning and Development	\$200,000
Convention and Entertainment Facilities	Director of Convention and Entertainment Facilities	\$3,428,983
Convention and Tourism	Director of Convention and Entertainment Facilities	\$1,311,654
	Director of Finance (Debt)	\$14,403,298
Public Works	Director of Public Works	\$90,282
<b>Downtown Redevelopment District Debt</b>		<b>\$21,529,402</b>
Economic Development	Director of Finance (Debt)	\$21,529,402
<b>Economic Development</b>		<b>\$7,379,109</b>
Civil Rights and Equal Opportunity	Director of Civil Rights and Equal Opportunity	\$318,343
Economic Development	City Attorney	\$173,098
	City Manager	\$4,855,457
	Director of Finance	\$1,157,650
Neighborhoods	City Manager	\$0
	Director of Neighborhoods Services	\$667,709
Office of the City Manager	City Manager	\$206,852
<b>Fire Sales Tax</b>		<b>\$26,030,705</b>
Fire	Director of Finance (Debt)	\$0
	Director of Fire/ Fire Chief	\$24,345,458
	Director of General Services	\$992,466
General Services	Director of General Services	\$532,347
Transfers	Director of Finance (Transfers)	\$160,434
<b>Fire Sales Tax Capital</b>		<b>\$27,735,070</b>
Fire	Director of Finance (Debt)	\$12,417,016
	Director of Fire/ Fire Chief	\$15,142,000
General Services	Director of General Services	\$80,000
Transfers	Director of Finance (Transfers)	\$96,054
<b>G.O. Recovery Zone Bonds</b>		<b>\$2,850,220</b>
Public Works	Director of Finance (Debt)	\$2,850,220
<b>General Debt And Interest</b>		<b>\$64,937,414</b>
Finance	Director of Finance	\$914,472
Housing & Community Development	Director of Finance (Debt)	\$1,164,734
Law	City Attorney	\$28,000
Parks and Recreation	Director of Finance (Debt)	\$4,960,645
Police	Director of Finance (Debt)	\$9,946,750
Public Works	Director of Finance (Debt)	\$45,272,593
Transfers	Director of Finance (Transfers)	\$2,650,220
<b>Golf Operations</b>		<b>\$9,763,424</b>

General Services	Director of Finance (Debt)	\$93,425
Parks and Recreation	Board of Parks and Recreation Commissioners	\$9,087,489
	Director of Finance (Debt)	\$491,179
Transfers	Director of Finance (Transfers)	\$91,331
<b>Governmental Grants Fund</b>		<b>\$5,413,316</b>
Health	Director of Health	\$5,413,316
<b>Health</b>		<b>\$78,468,282</b>
Finance	Director of Finance	\$1,220,950
General Services	Director of Finance (Debt)	\$49,974
	Director of General Services	\$2,196,785
Health	Director of Health	\$23,989,530
Health and Medical Care	Director of Finance (Debt)	\$154,850
	Director of Health	\$32,738,849
Law	City Attorney	\$84,000
Office of the City Manager	City Manager	\$790,523
Police	Board of Police Commissioners	\$669,257
Transfers	Director of Finance (Transfers)	\$16,573,564
<b>Health Levy-Opioid Program</b>		<b>\$500,000</b>
Health	Director of Health	\$500,000
<b>HOME Investment</b>		<b>\$2,666,019</b>
Housing & Community Development	Director of Housing and Community Development	\$2,666,019
	Director of Neighborhoods Services	\$0
<b>Homesteading Authority</b>		<b>\$200,902</b>
Housing & Community Development	Director of Housing and Community Development	\$200,902
<b>Housing Oppor for Persons With Aids</b>		<b>\$2,397,793</b>
Health	Director of Health	\$2,397,793
<b>Housing Trust Fund</b>		<b>\$12,813,798</b>
Housing & Community Development	Director of Housing and Community Development	\$12,813,798
<b>Housing Violation Fund</b>		<b>\$386,683</b>
Municipal Court	Administrator of the Municipal Court	\$309,051
Neighborhoods	Director of Neighborhoods Services	\$77,632
<b>HUD Lead-Based Paint Grant</b>		<b>\$1,380,283</b>
Health	Director of Health	\$1,380,283
<b>Inmate Security</b>		<b>\$552,722</b>
Municipal Court	Administrator of the Municipal Court	\$552,722
	Director of Finance (Debt)	\$0
<b>KCATA Sales Tax</b>		<b>\$37,989,209</b>
Transfers	Director of Finance (Transfers)	\$62,822
Transportation Authorities	Director of Public Works / Director of Transportation	\$37,926,387
<b>Land Bank</b>		<b>\$2,979,901</b>



Housing & Community Development	Director of Housing and Community Development	\$1,008,413
	Director of Neighborhoods Services	\$2,255
Public Works	Director of Public Works	\$1,969,233
<b>Liberty Memorial Trust Fund</b>		<b>\$46,328</b>
Parks and Recreation	Board of Parks and Recreation Commissioners	\$46,328
<b>Love Thy Neighbor Fund</b>		<b>\$25,000</b>
Neighborhoods	Director of Neighborhoods Services	\$25,000
<b>Marijuana Sales Tax Fund</b>		<b>\$3,000,000</b>
Health	Director of Health	\$1,000,000
Housing & Community Development	Director of Housing and Community Development	\$1,000,000
Public Works	Director of Public Works	\$1,000,000
<b>Museum</b>		<b>\$2,080,521</b>
Finance	Director of Finance	\$40,655
Law	City Attorney	\$4,000
Parks and Recreation	Board of Parks and Recreation Commissioners	\$1,572,072
	Director of Finance (Debt)	\$424,020
Transfers	Director of Finance (Transfers)	\$39,774
<b>Neighborhood Grants</b>		<b>\$797,193</b>
Civil Rights and Equal Opportunity	Director of Civil Rights and Equal Opportunity	\$46,437
Housing & Community Development	Director of Housing and Community Development	\$745,152
	Director of Neighborhoods Services	\$0
Municipal Court	Administrator of the Municipal Court	\$5,604
<b>Neighborhood Tourist Development</b>		<b>\$3,017,752</b>
Convention and Tourism	Director of Neighborhoods Services	\$2,943,290
Neighborhoods	Director of Neighborhoods Services	\$63,739
Transfers	Director of Finance (Transfers)	\$10,723
<b>Parking</b>		<b>\$8,859,739</b>
Police	Board of Police Commissioners	\$395,938
Public Works	Director of Finance (Debt)	\$1,941,324
	Director of Public Works	\$6,425,775
Transfers	Director of Finance (Transfers)	\$96,702
<b>Parks and Recreation</b>		<b>\$56,464,561</b>
General Services	Director of Finance (Debt)	\$195,267
	Director of General Services	\$1,062
	Director of Human Resources	\$0
Parks and Recreation	Board of Parks and Recreation Commissioners	\$53,478,520
	Director of Finance (Debt)	\$924,299
Transfers	Director of Finance (Transfers)	\$1,865,413
<b>Performing Arts Center Garage</b>		<b>\$10,289,236</b>
Finance	Director of Finance (Debt)	\$265,302

Public Works	Director of Finance (Debt)	\$9,455,700
	Director of Public Works	\$568,234
<b>Police Drug Enforcement</b>		<b>\$4,823,887</b>
Police	Board of Police Commissioners	\$4,823,887
<b>Police Grant</b>		<b>\$11,672,817</b>
Police	Board of Police Commissioners	\$11,672,817
<b>Probation Fund</b>		<b>\$709,119</b>
Municipal Court	Administrator of the Municipal Court	\$709,119
<b>Public Mass Transportation</b>		<b>\$47,379,390</b>
Office of the City Manager	City Manager	\$72
Public Works	City Manager	\$0
	Director of Public Works	\$14,795,563
Transfers	Director of Finance (Transfers)	\$2,999,813
Transportation Authorities	Director of Public Works / Director of Transportation	\$29,583,942
<b>Public Safety Sales Tax</b>		<b>\$24,989,869</b>
General Services	Director of Finance (Debt)	\$34,003
	Director of General Services	\$1,234,950
	Director of Public Works	\$0
Office of the City Manager	City Manager	\$2,007,618
	Director of Finance (Debt)	\$0
Police	Board of Police Commissioners	\$6,200,000
	Director of Finance (Debt)	\$4,326,548
	Director of General Services	\$540,000
Transfers	Director of Finance (Transfers)	\$10,146,750
Water Services	Director of Water Services	\$500,000
<b>Ryan White HIV/AIDS</b>		<b>\$4,766,409</b>
Health	Director of Health	\$4,766,409
<b>Specialty Court Fund</b>		<b>\$360,873</b>
Municipal Court	Administrator of the Municipal Court	\$360,873
<b>STIF Brush Creek-Blue Pkwy Town Center</b>		<b>\$1,269,381</b>
Economic Development	Director of Finance	\$43,850
	Director of Finance (Debt)	\$1,225,531
<b>STIF East Village</b>		<b>\$3,783,778</b>
Economic Development	Director of Finance (Debt)	\$3,783,778
<b>STIF Hotel President</b>		<b>\$1,876,135</b>
Economic Development	Director of Finance	\$0
	Director of Finance (Debt)	\$1,876,135
<b>STIF Linwood Shopping Center</b>		<b>\$2,004,853</b>
City Planning and Development	Director of Finance (Debt)	\$137,473
Economic Development	Director of Finance (Debt)	\$1,207,940
Housing & Community Development	Director of Housing and Community	\$659,440

	Development	
	Director of Neighborhoods Services	\$0
<b>Strategic Neighborhoods</b>		<b>\$445,263</b>
Economic Development	Director of Finance (Debt)	\$303,427
Housing & Community Development	Director of Housing and Community Development	\$137,000
Transfers	Director of Finance (Transfers)	\$4,836
<b>Street Car</b>		<b>\$30,096,954</b>
Public Works	Director of Public Works	\$280,928
Transfers	Director of Finance (Transfers)	\$78,724
Transportation Authorities	Director of Finance (Debt)	\$15,399,317
	Director of Public Works / Director of Transportation	\$14,337,985
<b>Street Maintenance</b>		<b>\$65,267,950</b>
General Services	Director of Finance (Debt)	\$1,212,631
	Director of General Services	\$333,670
	Director of Public Works	\$0
Housing & Community Development	Director of Housing and Community Development	\$1,342
Office of the City Manager	City Manager	\$117,941
Parks and Recreation	Board of Parks and Recreation Commissioners	\$2,328,292
	Director of Finance (Debt)	\$25,909
Public Works	Director of Finance (Debt)	\$917,725
	Director of Public Works	\$56,744,933
Transfers	Director of Finance (Transfers)	\$1,981,365
Water Services	Director of Water Services	\$1,604,142
<b>TIF Special Allocation</b>		<b>\$43,600</b>
Economic Development	Director of Finance (Debt)	\$43,600
<b>Violence Prevention &amp; Interven</b>		<b>\$6,000,000</b>
Health	Director of Health	\$6,000,000
<b>Governmental Activities Total</b>		<b>\$1,657,386,711</b>

**BUSINESS TYPE FUNDS**

<b>Aviation</b>		<b>\$245,148,834</b>
Aviation	Director of Aviation	\$155,713,461
	Director of Finance (Debt)	\$89,135,840
Civil Rights and Equal Opportunity	Director of Civil Rights and Equal Opportunity	\$90,420
Transfers	Director of Finance (Transfers)	\$209,113
<b>Customer Facility Charges</b>		<b>\$8,668,862</b>
Aviation	Director of Aviation	\$8,668,862
<b>DEA Drug Forfeiture</b>		<b>\$3,811</b>
Aviation	Director of Aviation	\$3,811
<b>Passenger Facility Charge</b>		<b>\$19,961,580</b>

Aviation	Director of Aviation	\$12,275,000
	Director of Finance (Debt)	\$7,686,580
<b>Sewer</b>		<b>\$273,165,547</b>
Transfers	Director of Finance (Transfers)	\$165,676
Water Services	Director of Finance (Debt)	\$57,549,661
	Director of Water Services	\$215,450,210
<b>Stormwater</b>		<b>\$16,403,565</b>
Transfers	Director of Finance (Transfers)	\$41,819
Water Services	Director of Finance (Debt)	\$100,030
	Director of Water Services	\$16,261,716
<b>Water</b>		<b>\$205,955,100</b>
General Services	Director of General Services	\$9,341
Transfers	Director of Finance (Transfers)	\$214,972
Water Services	Director of Finance (Debt)	\$40,866,369
	Director of Water Services	\$164,864,418
<b>Business-Type Activities Total</b>		<b>\$769,307,299</b>

INTERNAL SERVICE FUNDS

<b>City Legal Expense Fund</b>		<b>\$15,192,697</b>
Human Resources	Director of Human Resources	\$250,000
Law	City Attorney	\$14,942,697
<b>Fleet Services</b>		<b>\$27,758,123</b>
General Services	Director of Finance (Debt)	\$372,301
	Director of General Services	\$27,385,822
<b>General Services</b>		<b>\$49,930,609</b>
General Services	Director of Finance (Debt)	\$0
	Director of General Services	\$49,930,609
<b>Health Care and Wellness</b>		<b>\$91,067,785</b>
Human Resources	Director of Human Resources	\$91,067,785
<b>Information Tech Reimb Serv</b>		<b>\$21,350,099</b>
General Services	Director of Finance (Debt)	\$0
	Director of General Services	\$21,250,099
Human Resources	Director of Human Resources	\$100,000
<b>IT Working Capital</b>		<b>\$1,098</b>
General Services	Director of General Services	\$1,098
<b>Parks And Rec Working Capital</b>		<b>\$1,200,000</b>
Parks and Recreation	Board of Parks and Recreation Commissioners	\$1,200,000
<b>Payments in Lieu of Taxes</b>		<b>\$9,402,200</b>
Finance	Director of Finance (Debt)	\$6,832,300
Public Works	Director of Finance (Debt)	\$401,000
Transfers	Director of Finance (Transfers)	\$2,168,900
<b>Pollution Cntrl Working Cap</b>		<b>\$3,075,000</b>

Water Services	Director of Water Services	\$3,075,000
<b>Solid Waste Working Capital</b>		<b>\$322,000</b>
Public Works	Director of Neighborhoods Services	\$0
	Director of Public Works	\$322,000
<b>Water Working Capital</b>		<b>\$1,000,000</b>
Water Services	Director of Water Services	\$1,000,000
<b>Workers Compensation Fund</b>		<b>\$32,217,702</b>
General Services	Director of General Services	\$31,741,752
Law	City Attorney	\$475,950
<b>Consolidated Funds Total</b>		<b>\$252,517,313</b>
<b>Grand Total</b>		<b>\$2,679,211,323</b>

Section 4. That in accordance with Section 806(a)(1) of the City Charter, the Director of Finance is hereby authorized to borrow not to exceed \$350,000,000.00 from any City fund to meet the cash requirements of any other City fund in anticipation of the receipts from revenues, for the Fiscal Year 2024-25. Such borrowings may be in the form of temporary loans made from one current operating fund of the City, including the operating funds of the enterprise funds, to another, provided sufficient money is available for this purpose. Such temporary loans may be made from time to time and at such times and in such amounts as the Director of Finance may deem necessary. However, the aggregate amount of such outstanding loans shall at no time exceed \$350,000,000.00 and at no time shall individually exceed 75% of the estimated revenues of each City fund for the Fiscal Year 2024-25 then outstanding and uncollected.

Section 5. That all such loans shall be repaid on or before the due date thereof out of the receipts from revenues of the 2024-25 Fiscal Year and shall become due not more than nine months from the date of incurring the same, and in no event beyond the end of the 2024-25 Fiscal Year.

Section 6. That the Director of Finance is directed to make the necessary entries upon the City's records to show the appropriations and allocations as set forth in this ordinance.

Section 7. That the form of the budget hereby adopted, the estimated revenues therein contained, and the appropriations made by this ordinance as set out in such budget are hereby approved.

Section 8. That pursuant to Section 805(i) of the City Charter, the Council sets March 28, 2024, as the deadline for adoption of the Fiscal Year 2024-25 Budget.

..end

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

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Tammy L. Queen  
Director of Finance

Approved as to form:

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Samuel E. Miller  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 240230

Submitted Department/Preparer: Finance

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

Submitting the Annual Budget of the City for the Fiscal Year 2024-25; estimating the revenues for the fiscal year; appropriating for the purposes stated the sums set forth in the budget; directing the Director of Finance to make the necessary entries upon the City's records to show the appropriations and allocations provided for; authorizing inter-fund loans; and electing to establish a budget adoption deadline pursuant to Section 805(i) of the City Charter.

### Discussion

This Ordinance, its amendments, and its attachments outline the appropriations and revenue estimates for the FY 2024-25 Submitted Budget. This legislation impacts all Citywide Business Plan goals. The funding sources below include transfers in and transfers out, as well as internal services funds. Internal services funds are funds that support several internal services departments, providing goods or services to departments on a cost reimbursement basis.

### Fiscal Impact

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

2. What is the funding source?

**Sources/Revenues:**

Governmental Activities: \$1,579,134,614

Business Type Activities: \$750,707,971

Internal Services Funds: \$256,164,059

Total: \$2,586,006,644

**Uses/Expenditures:**

Governmental Activities: \$1,657,386,711

Business Type Activities: \$769,307,299

Internal Services Funds: \$252,517,313

Total: \$2,679,211,323

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.  
This legislation is for the Fiscal Year 2024-2025 Budget.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
Yes

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

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

**Additional Discussion (if needed)**

This legislation estimates and appropriates funding for various City funds.

## Citywide Business Plan (CWBP) Impact

1. View the [FY23 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?  
Finance and Governance (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
  - Ensure the resiliency of a responsive, representative, engaged, and transparent City government.
  - Engage in workforce planning including employee recruitment, development, retention, and engagement.
  - Foster a solutions-oriented, welcoming culture for employees and City Partners.
  - 
  -





## Prior Legislation

Related ordinance adopting the FY24 budget, ordinance no. 230175  
Related ordinance adopting the FY23 budget, ordinance no. 220199  
Related ordinance adopting the FY22 budget, ordinance no. 210159

## Service Level Impacts

All Departments, Divisions, and Subsidiary organizations of KCMO are affected.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
Citywide impact. This budget includes funding that promotes healthy communities.
2. How have those groups been engaged and involved in the development of this ordinance?  
The Office of Management and Budget will hold three public budget hearings where the public is invited to view a presentation and give feedback on the proposed budget.
3. How does this legislation contribute to a sustainable Kansas City?  
This legislation impacts all of the City's strategies, objectives, goals, and efforts which includes environmental and economic sustainability.
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)



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**File #: 240231**

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ORDINANCE NO. 240231

Sponsor: Councilmember Andrea Bough

Establishing Fund No. 3825, the General Obligation Series 2025A Q1-22 Bond Fund in the records of the City of Kansas City, Missouri; estimating and appropriating \$12,500,000.00 from the Unappropriated Fund Balance of the General Obligation Series 2025A Q1-22 Bond Fund; establishing Fund No. 3925, the Taxable General Obligation Series 2025B Q2-22 Bond Fund in the records of the City of Kansas City, Missouri; estimating and appropriating \$12,500,000.00 from the Unappropriated Fund Balance of the Taxable General Obligation Series 2025B Q2-22 Bond Fund; designating requisitioning authorities; declaring the intent of the City to reimburse itself from the bond proceeds for certain expenditures; authorizing the Director of Finance to close project accounts; and establishing the effective date of this ordinance.

WHEREAS, the City of Kansas City, Missouri (the "City"), is authorized under the provisions of Article VI, Section 26 of the Constitution of Missouri, 1945, as amended, and its charter (the "General Obligation Bond Law") to incur indebtedness and issue and sell general obligation bonds of the City to evidence such indebtedness for lawful purposes, upon obtaining the approval of the required majority of the qualified electors of the City voting on the question to incur such indebtedness; and

WHEREAS, pursuant to General Obligation Bond Law, a special election was also duly held in the City on Tuesday, November 8, 2022 (the "2022 Election"), on the question of whether to issue general obligation bonds of the City in an amount not to exceed \$125,000,000.00 for the purpose of paying for the acquisition, construction, renovation, improvement, equipping, and furnishing of City parks, recreation, and entertainment facilities (the "Parks and Entertainment Facilities Question"); and

WHEREAS, the votes cast at the 2022 Election were duly canvassed as provided by law, and it was found and declared that not less than four sevenths of the qualified voters of the City voting at the 2022 Election on said Parks and Entertainment Facilities Question voted in favor of the issuance of said bonds, the vote on said Parks and Entertainment Facilities Question having been 102,950 votes for the issuance of said bonds and 42,582 votes against the issuance of said bonds; and

WHEREAS, pursuant to General Obligation Bond Law, a special election was also duly held in the City on Tuesday, November 8, 2022 (the "2022 Election"), on the question of whether to issue general obligation bonds of the City in an amount not to exceed \$50,000,000.00 for the purpose of affordable housing through the rehabilitation, renovation, and construction of

houses and buildings, including blight removal, to provide affordable housing for very low-to moderate-income households; and

WHEREAS, the votes cast at the 2022 Election were duly canvassed as provided by law, and it was found and declared that not less than four-sevenths of the qualified voters of the City voting at the 2022 Election on said Affordable Housing Question voted in favor of the issuance of said bonds, the vote on said Affordable Housing Question having been 103,596 votes for the issuance of said bonds and 42,293 votes against the issuance of said bonds; and

WHEREAS, pursuant to Ordinance No. 220918, As Amended, the total amount for the citywide allocation of city parks projects is \$20 million and the total amount for the in-district allocations is \$60 million with \$10 million for each council district; and

WHEREAS, the City Council adopted Resolution No. 220902 on October 13, 2022, expressing its intent that any sums from the General Obligation Bonds Question No. 2 would be appropriated from the bond fund into the Housing Trust Fund; and

WHEREAS, pursuant to Committee Substitute for Resolution Nos. 230893, the 2025-2029 Citywide Business Plan included the Submitted FY 2024-2027 2022 Bond Four-Year Plan of which fiscal year (FY2024-25) was approved; and

WHEREAS, the cost of the projects will be funded with the issuance of general obligation bonds in Spring 2025 and the payment of scheduled debt service payments on the bonds will be made from ad valorem taxes over a successive twenty (20) year period with the first payments beginning in fiscal year 2026; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Fund No. 3825 is hereby established as the General Obligation Bond Series 2025A QI-22 Project Fund in the records of the City of Kansas City, Missouri.

Section 2. That the revenues in the following account of Fund No. 3825, the General Obligation Bond Series 2025A QI -22 Project Fund, is hereby estimated in the following amounts:

AL-3825-120000-590000	Bond Proceeds	\$12,500,000.00
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Section 3. That the sum of \$12,500,000.00 is hereby appropriated from the Unappropriated Fund Balance of Fund No. 3825, the General Obligation Bond Series 2025A QI-22 Project Fund to the following accounts:

AL-3825-708091-B-70240143	Platte Purchase Park	\$600,000.00
AL-3825-708092-B-70240144	Frank Viadik Park	\$600,000.00
AL-3825-708093-B-70240145	Wilson Park	\$600,000.00
AL-3825-708095-B-70240146	Dunn Park	\$450,000.00
AL-3825-708095-B-70240147	Bent Tree Park	\$150,000.00

AL-3825-708096-B-70240148	Indian Creek Trail	\$600,000.00
AL-3825-638027-B-63CCESC25	Bartle Hall Escalator	\$3,500,000.00
AL-3825-638027-B-63COSTD25	Bartle Hall Concessions	\$2,500,000.00
AL-3825-638027-B-63MAIN25	Bartle Hall Kitchen	<u>\$3,500,000.00</u>
	TOTAL	\$12,500,000.00

Section 4. That Fund No. 3925 is hereby established as the Taxable General Obligation Bond Series 2025B Q2-22 Project Fund in the records of the City of Kansas City, Missouri.

Section 5. That the revenues in the following account of Fund No. 3925, the Taxable General Obligation Bond Series 2025B Q2 -22 Project Fund, is hereby estimated in the following amounts:

AL-3925-120000-590000	Bond Proceeds	\$12,500,000.00
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Section 6. That the sum of \$12,500,000.00 is hereby appropriated from the Unappropriated Fund Balance of Fund No. 3925, the Taxable General Obligation Bond Series 2025B Q2-22 Project Fund to the following accounts:

AL-3925-129998-X-902490	Transfer to Housing Trust Fund	\$12,500,000.00
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Section 7. That the revenue in the following account of Fund No. 2490, the Kansas City Housing Trust Fund, is hereby estimated in the following amounts:

25-2490-120000-503925	Transfer from GO Bonds Series 2025B	\$12,500,000.00
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Section 8. That the sum of \$12,500,000.00 is hereby appropriated from the Unappropriated Fund Balance of the Kansas City Housing Trust Fund to the following accounts:

25-2490-552045-B	Housing Funds-Bonds	\$12,500,000.00
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Section 9. That the Director of Parks and Recreation is designated as the requisitioning authority for Account No. AL-3825-707567-B and that the Director of Conventions and Entertainment is designated requisitioning authority for account no. AL-3825-638027-B, that the Director of Finance is designated as requisitioning authority for account no. AL-3925-129998-X and that the Director of Housing Services is designated as requisitioning authority for Account No. 25-2490-552045-B.

Section 10. That the City Council hereby declares its official intent to reimburse itself for certain expenditures made within sixty (60) days prior to or on and after the date of this Ordinance with respect to appropriations in Section 3 and Section 6 (the "Appropriations") with the proceeds of bonds expected to be issued by the City. The maximum principal amount of bonds expected to be issued for the Appropriation is not to exceed \$25,000,000.00. This constitutes a declaration of official intent under Treasury Regulation 1.150-2

Section 11. That the Director of Finance is hereby authorized to close project accounts, encumbrances and retainage related to the accounts in Section 3 and Section 6 and return the unspent portion to the fund balance from which it came upon the earliest of: (i) Project's completion; (ii) final maturity of financing, or (iii) five years after issuance.

Section 12. That this ordinance shall become effective on May 1, 2024.

..end

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

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Tammy L. Queen  
Director of Finance

Approved as to form:

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Samuel Miller  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 240231

Submitted Department/Preparer: Finance

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

Establishing Fund No. 3825, the General Obligation Series 2025A Q1-22 Bond Fund in the records of the City of Kansas City, Missouri; estimating and appropriating \$12,500,000.00 from the Unappropriated Fund Balance of the General Obligation Series 2025A Q1-22 Bond Fund; establishing Fund No. 3925, the Taxable General Obligation Series 2025B Q2-22 Bond Fund in the records of the City of Kansas City, Missouri; estimating and appropriating \$12,500,000.00 from the Unappropriated Fund Balance of the Taxable General Obligation Series 2025B Q2-22 Bond Fund; designating requisitioning authorities; declaring the intent of the City to reimburse itself from the bond proceeds for certain expenditures; authorizing the Director of Finance to close project accounts; and establishing the effective date of this ordinance.

### Discussion

Creating funds for the FY25 Question 2022 bond funds and funding the projects as approved with the Citywide Business Plan ordinance 230893

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
We are selling bonds approved by voters in 2022
3. How does the legislation affect the current fiscal year?  
Yes, it issues the funding to pay for the projects in the FY25 approved year of the 5 year GO bond plan.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
Bond was approved by voters, we are issuing funds to projects that will be paid for by GO bond sale

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

The project is expected to generate economic activity tax revenue long term.

### 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

Ordinance #220918, 220902, 230893

## Service Level Impacts



Once this ordinance passes, the projects approved in FY25 of the plan will be funded and the departments assigned to them can begin working on completing the projects as outlined in the ordinance

## Other Impacts

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

These projects will increase health of groups that utilize these assets by allowing walkability around the City as well as improve flood control in areas needing it the most. The projects as a whole will not only provide walkability but will increase safety of the individuals utilizing the projects outlined leading to overall health. These projects were reviewed using life X and environmental justice tracts for overall health improvement.

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

Parks department has done citizen engagement on citizen priorities in each council district.

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

These projects were reviewed looking at various sustainability studies.

4. Does this legislation create or preserve new housing units?

Yes (Press tab after selecting)

Total Number of Units Per ordinance question 2 is to be used for housing.

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

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

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

Please provide reasoning why not:

We are not issuing contracts, when the departments are ready to expend the funds, they will go through CREO to utilize the funds for contracts.

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)



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**File #: 240232**

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ORDINANCE NO. 240232

Sponsor: Councilmember Andrea Bough

Establishing Fund No. 3525, the General Obligation Series 2025A Question 1 Bond Fund in the records of the City of Kansas City, Missouri; estimating and appropriating \$33,835,000.00 from the Unappropriated Fund Balance of the General Obligation Series 2025A Question 1 Bond Fund; establishing Fund No. 3625, the General Obligation Series 2025A Question 2 Bond Fund in the records of the City of Kansas City, Missouri; estimating and appropriating \$5,622,240.00 from the Unappropriated Fund Balance of the General Obligation Series 2025A Question 2 Bond Fund; establishing Fund No. 3725, the General Obligation Series 2025A Question 3 Bond Fund in the records of the City of Kansas City, Missouri; estimating and appropriating \$505,000.00 from the Unappropriated Fund Balance of the General Obligation Series 2025A Question 3 Bond Fund; designating requisitioning authorities; declaring the intent of the City to reimburse itself from the bond proceeds for certain expenditures; authorizing the Director of Finance to close project accounts; and establishing the effective date of this ordinance.

WHEREAS, Ordinance No. 160877 put before the voters the question of enacting a basic maintenance and capital improvements program for 20 additional years by the extension of the current 1% general sales tax used for capital improvements and maintenance; and

WHEREAS, in a Special Election called on April 4, 2017, the voters of the City of Kansas City, Missouri approved Question 1 to be used for funding Streets, Bridges and Sidewalks, Question 2 to be used for Flood Control and Question 3 to be used for Public Buildings; and

WHEREAS, pursuant to Committee Substitute for Resolution Nos. 230893, the 2025-2029 Citywide Business Plan included the Submitted FY 2025-2029 GOKC Bond Five-Year Plan of which the first year of the plan (FY2024-25) was approved for questions 2 and 3;

WHEREAS, pursuant to Committee Substitute for Resolution Nos. 230935, the 2025-2029 Citywide Business Plan included the Submitted FY 2025-2029 GOKC Bond Five-Year Plan of which the first year of the plan (FY2024-25) was approved for question 1; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Fund No. 3525, the General Obligation Series 2025A Question 1 Bond Fund, is hereby established in the records of the City of Kansas City, Missouri.

Section 2. That the revenue in the following account of Fund No. 3525 General Obligation Series 2025A Question 1 Bond Fund, is hereby estimated in the following amount:

AL-3525-120000-590000                      Bond Proceeds                      \$33,835,000.00

Section 3. That the sum of \$33,835,000.00 for Question 1 - Roads, Bridges, Sidewalks is hereby appropriated from the Unappropriated Fund Balance of Fund No. 3525, the General Obligation Series 2025 Question 1 Bond Fund to the following accounts:

AL-3525-897701-B-89008533	Street Preservation	\$10,000,000.00
AL-3525-898013-B-89008540	22 <sup>nd</sup> /23 <sup>rd</sup> street Corridor Improvements	3,000,000.00
AL-3525-898014-B-89008525	N Oak Reconstruction- 42 <sup>nd</sup> to Vivion	2,000,000.00
AL-3525-898016-B-89008543	Holmes Rd- Blue Ridge to 137 <sup>th</sup>	10,000,000.00
AL-3525-898077-B-89060955	Sidewalk Repair	5,000,000.00
AL-3525-898077-B-89008918	Complete Streets	500,000.00
AL-3525-898077-B-89060957	ADA Curb Ramps	2,500,000.00
AL-3525-898077-B-89004854	Vision Zero	500,000.00
AL-3525-077010-B-07A21100	Public Art - Streets	335,000.00
	ROADWAY TOTAL	\$33,835,000.00

Section 4. That Fund No. 3625, the General Obligation Series 2025A Question 2 Bond Fund, is hereby established in the records of the City of Kansas City, Missouri.

Section 5. That the revenue in the following account of Fund No. 3625, the General Obligation Series 2025A Question 2 Bond Fund, is hereby estimated in the following amount:

AL-3625-120000-590000                      Bond Proceeds                      \$ 5,622,240.00

Section 6. That the sum of \$5,622,240.00 for Question 2 - Flood Control is hereby appropriated from the Unappropriated Fund Balance of Fund No. 3625, the General Obligation Series 2025A Question 2 Bond Fund to the following accounts:

AL-3625-808054-B-82000379	Jeremiah Park/Westport	\$ 4,448,607.00
AL-3625-808051-B-82000366	Brush Creek/Hampton Rd	400,000.00
AL-3625-808057-B-82000090	Flood Warning System	717,966.00
AL-3625-077020-B-07A21100	Public Art - Flood Control	<u>55,667.00</u>
	FLOOD TOTAL	\$ 5,622,240.00

Section 7. That Fund No. 3725, the General Obligation Series 2025A Question 3 Bond Fund, is hereby established in the records of the City of Kansas City, Missouri.

Section 8. That the revenue in the following account of Fund No. 3725, the General Obligation Series 2025A Question 3 Bond Fund, is hereby estimated in the following amount:

AL-3725-120000-590000                      Bond Proceeds                      \$ 505,000.00

Section 9. That the sum of \$505,000.00 is hereby appropriated for Question 3 - Public Buildings from the Unappropriated Fund Balance of Fund No. 3724, the General Obligation Series 2024A Question 3 Bond Fund to the following accounts:

AL-3725-078027-B-07000175	City Hall Renovations	\$ 500,000.00
AL-3725-077030-B-07A21100	Public Art - Public Buildings	<u>5,000.00</u>
	<b>BUILDINGS TOTAL</b>	<b>\$ 505,000.00</b>

Section 10. That the Director of Public Works is hereby designated as the requisitioning authority for Account Nos. AL-3525-897701, AL-3525-898013, AL-3525- 898014, AL-3525-898077, AL-3525-898016, the Director of the General Services Department is hereby designated as the requisitioning authority for Account Nos. AL-3525-077010, AL-3625-077020, AL-3725-077030, AL-3725-078027, that the Director of Water Services is hereby designated as the requisitioning authority for Account Nos. AL-3625-808054, AL-3625-808057 and AL-3625-808051.

Section 11. That the City Council hereby declares its official intent to reimburse itself for certain expenditures made within sixty (60) days prior to or on and after the date of this ordinance with respect to appropriations in Section 3, Section 6 and Section 9 (collectively the "Appropriations") with the proceeds of bonds expected to be issued by the City. The maximum principal amount of bonds expected to be issued for the Appropriations is not to exceed \$39,962,240.00. This constitutes a declaration of official intent under Treasury Regulation 1.150-2.

Section 12. That the Director of Finance is hereby authorized to close project accounts, open encumbrances and retainage related to the accounts in Section 3, Section 6 and Section 9, and return the unspent portion to the Fund balance from which it came upon the earliest of: (i) Project's completion; (ii) final maturity of financing or (iii) five years after issuance.

Section 13. That this ordinance shall become effective on May 1, 2024.

..end

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

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Tammy L. Queen  
Director of Finance

Approved as to form:

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Samuel E. Miller  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 240232

Submitted Department/Preparer: Finance

Revised 10/23/23

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

Establish funds for questions 1,2 and 3 of the FY25 GO bond issuance, estimates funding and appropriates funds to specific projects.

### Discussion

This ordinance establishes funds for FY25 questions 1, 2 and 3 of the FY25 GO Bond issuance, estimates funds and appropriates to the projects that were approved to fund with the approval of the 5 year Bond plan in ordinance 230893 and 230935 with the Citywide Business Plan.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
Bond issuance 2025 for GO Bond questions 1,2 and 3, giving authority to estimate bond funds and appropriate them.
3. How does the legislation affect the current fiscal year?  
Yes, it issues the funding to pay for the projects in the FY25 approved year of the 5 year GO bond plan.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
Bond was approved by voters, we are issuing funds to projects that will be paid for by GO bond sale
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):
  - Enhance the accessible, sustainable and better connected multi-modal transportation system
  - Develop environmentally sound and sustainable infrastructure strategies that improve quality of life and foster economic growth
  - Increase and support local workforce development and minority, women, and locally-owned businesses
  - Engage in efforts to strategically invest in the City's infrastructure and explore emerging technologies
  - 
  -

**Prior Legislation**

Ordinance 160877 put the 20 year bond issuance to voters, 230893 approved projects in question 2 and 3 for year 1. 230935 approved year 1 of projects for question 1.

**Service Level Impacts**

Once this ordinance passes, the projects approved in year 1 of the 5 year plan will be funded and the departments assigned to them can begin working on completing the projects as outlined in the ordinance

**Other Impacts**



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

These projects will increase health of groups that utilize these assets by allowing walkability around the City as well as improve flood control in areas needing it the most. The projects as a whole will not only provide walkability but will increase safety of the individuals utilizing the projects outlined leading to overall health. These projects were reviewed using life X and environmental justice tracts for overall health improvement.

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

Citizens have spoken out in request of several of the projects funded, other projects are finishing already started projects throughout the city that have been in progress. Further outreach with construction and design will be completed by departments as they move to building the projects.

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

Yes, these projects were reviewed looking at various sustainability studies

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:

This is approving funds for projects, project contracts will go through CREO to use the funds.

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 #: 240252**

ORDINANCE NO. 240252

Sponsor: Director of the Finance Department

Amending Chapter 78, Code of Ordinances, entitled “Water,” by repealing Sections 78-6, 78-8 and 78-10 and enacting in lieu thereof new sections of like number and subject matter that adjust charges for water service; and establishing an effective date.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 78 of the Code of Ordinances of Kansas City, Missouri, entitled “Water”, is hereby amended by repealing Sections 78-6, 78-8, and 78-10 and enacting in lieu thereof new sections of like number and subject matter that adjust charges for water service to read as follows:

**Sec. 78-6. General meter rate.**

For all water purchased for use wholly and exclusively within the city by any accountholder the general meter rate charge shall be the sum of the service charge and the commodity charge, and as prescribed in Section 78-11. The service charge and the commodity charge shall be determined as follows:

- (1) Service charge. The service charge is a charge per meter or service connection, to cover, in part, the cost of various services, and shall be prorated per day during the billing period and shall apply whether or not any water is used; the service charge shall be based on meter size and billing frequency as follows, unless otherwise provided herein:

Meter Size (inches)	Billed Monthly
5/8	\$16.95
3/4	18.30
1	22.40
1½	27.00
2	42.70
3	146.50

4	184.50
6	274.00
8	396.00
10	522.00
12	614.00

(2) Commodity charge. The commodity charge shall be based on the total volume of water purchased by the accountholder as shown by all water meters connected to one or more water services serving a single property of the accountholder and shall be as follows per month for metered water:

a. Ordinary commodity charge.

First 600 cubic feet at \$5.68 per 100 cubic feet, or a portion thereof;

Next 4,400 cubic feet at \$6.31 per 100 cubic feet or a portion thereof;

Next 995,000 cubic feet at \$5.40 per 100 cubic feet or a portion thereof;

Over 1,000,000 cubic feet at \$3.74 per 100 cubic feet or a portion thereof.

b. Seasonal off-peak commodity charges. For industrial customers with peak demand in the winter season:

All usage at \$3.55 per 100 cubic feet or a portion thereof;

The director of water services is hereby authorized to promulgate regulations to be used for determining the applicability of this subsection.

(3) Manual meter reading charges.

a. The service charges set out in this chapter assume use of the city's automatic meter reading system. In cases where the automatic meter reading system could not be installed due to action or inaction on the accountholder's part, including lack of access to meter, improper meter setting, accountholder refusal, or other reasons, a charge of \$22.44 for manual meter reading will be applied each time that a meter is attempted to be read manually.

b. When manual meter reading registers no water use for a period of 12 consecutive months, the water services department may cease monthly meter reading and begin reading the meter every six months. At that time, it will no longer charge the separate manual meter reading fee; however, a service charge of \$134.63 for the six-month read period shall apply.

- (4) Definitions (as used in this section).
- a. Residential account shall refer to all one- and two-family dwelling water service accounts.
  - b. Commercial and industrial accounts shall refer to all water service accounts other than one- and two-family dwellings.
  - c. Month and monthly shall refer to a time period of approximately 30 days.
  - d. Accountholder shall refer to any owner or occupant of real property, or any customer or consumer of water services.

**Sec. 78-8. Fire protection rates.**

(a) The rate for an unmetered water service connection to hydrants, hose connection or sprinkling systems purchased and used solely and exclusively for fire protection purposes, including all water used for fire protection shall be as set out in the chart below.

Size of Connection	Rate Per Annum
4-inch and less	\$137.00
6-inch	403.00
8-inch	859.00
10-inch	1,546.00
12-inch	2,497.00
16-inch	5,320.00

(b) The size, location and arrangement of any fire protection services are subject to the approval of the director of the water services department.

(c) All meters, valves and hydrants controlling or in connection with such fire protection services shall be sealed by the water services department. A fee of \$205.00 shall be charged for each meter, valve or hydrant requiring resealing in the absence of evidence that the meter, valve or hydrant seal was broken in operation against a fire or in operations pursuant to system testing by a fire underwriting agency and properly certified by such testing agency.

(d) Direct connections between the fire protection and drain piping on all premises are not permitted, and drawings which show the location of all fire protection piping may be required by the water services department. The repeated, unauthorized breakage of seals on any premises may be taken as evidence that water is being used without authorization; and in such case the water services department may require the installation of a meter designed for fire

protection and in addition to other charges set out above also assess charges therefore in accordance with section 78-6.

(e) Fire protection services shall be billed to the owner of record of the real property.

**Sec. 78-10. Suburban meter rate.**

(a) For any and all water purchased wholly or partially for use outside the city by any accountholder, a total charge consisting of a service charge, a commodity charge, a re-pumping charge where applicable, shall be computed for each billing period and shall be as follows:

(1) *Service charge.* A service charge, prorated per day during the billing period based on meter size, with such charge to be applied whether or not any water is used, shall be charged as follows;

Meter Size (inches)	Billed Monthly
5/8	\$17.30
3/4	18.65
1	22.85
1½	28.00
2	43.60
3	149.50
4	188.00
6	279.50
8	404.00
10	532.00
12	626.00

The service charges as established in this subsection may be superseded by any contract between the city and any other public water supply which provides for an interchange agreement.

(b) *Commodity charge.* A commodity charge per month, based on the total volume of water purchased by the accountholder as shown by all water meters connected to one or more water systems serving the accountholder's premises, shall be charged as follows:

(1) Retail customers. For accountholders purchasing water for use wholly by the accountholder:

First 5,000 cubic feet at \$6.05 per 100 cubic feet or a portion thereof;

Over 5,000 cubic feet at \$4.85 per 100 cubic feet or a portion thereof.

- (2) Wholesale customers. For accountholders purchasing water for resale:

Unrestricted: \$2.68 per hundred cubic feet or a portion thereof;

Restricted: \$2.57 per hundred cubic feet or a portion thereof;

Wholesale customers shall be classified as restricted or unrestricted based on water supply contract terms between the city and other contracting entity.

(c) *Repumping charge.* A repumping charge based on the quantity of purchased water repumped shall be charged to wholesale suburban customers only as follows:

- (1) From the pumping station at 75th and Holmes Street; from the pumping station at Highway AA near the Village of Waukomis in Platte County, Missouri; from the Blue Ridge Pumping Station at 67th Street and Blue Ridge Boulevard; from the pumping station at Englewood Road and North Oak Trafficway; from Arrowhead Pumping Station at NE 75th and Arrowhead Trafficway, and from the South Terminal Pump Station at Ward Road and Persells, per 100 cubic feet, \$0.23 or a portion thereof.
- (2) From the pumping station at 131st Street and Prospect Avenue; from the High Grove Road Pumping Station, and from the Platte County Booster Pump Station at Camden Point Highway E and Interurban Road, per 100 cubic feet, \$0.31 or a portion thereof.

(d) *Definition.* The term "month" or "monthly," as used in this section shall refer to a time period of approximately 30 days.

(e) *Applicability.* Rates set forth in this section may not be applicable where such rates are established by existing or future contracts.

Section 2. This ordinance shall become effective on May 1, 2024.

..end

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Approved as to form:

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Nicole Rowlette  
Assistant City Attorney







# City of Kansas City, Missouri

## Docket Memo 240252

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

Submitted Department/Preparer: Water

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

Amending Chapter 78, Code of Ordinances, entitled "Water" by repealing Sections 78-6, 78-8, 78-10, and enacting in lieu thereof new sections of like number and subject matter, that adjust charges for water service; and establishing an effective date.

### Discussion

The City of Kansas City Water System determines its revenue requirements as part of its budgetary process for the upcoming fiscal year. This review includes a cost of service analysis that adheres to water industry standards which are used to appropriately allocate costs and set rates associated with the various customer classes that use the system. The recommended revenue increase is necessary in part to meet operation and maintenance costs and address capital improvement needs. Further, passage of this ordinance continues the funding of the renewal and replacement fund and maintaining cash reserves to ensure adequate capital reinvestment in the system, which in the long term will support overall costs for maintaining water assets. The ordinance will provide the utility an overall 5% water revenue increase. The fees and charges reflect the projected costs to operate the Water Utility and provide services to its customers. The rate structure is proposed to be effective on billings for usage on or after May 1, 2024. For billings prior to May 1, 2024, the current rates continue to apply.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
Rates and user fees collected from users of the KCMO Water System.
3. How does the legislation affect the current fiscal year?  
It does not. It affects the upcoming fiscal year FY2025, effective May 1, 2024.
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

It increases water rates in FY2025 in order to meet increased costs placed on the system by demand from the different customer classes.

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

Yes it generates revenue through the rates specified in the ordinance. The rates along with demand put on the system by customers will determine the revenue collected by the water utility and enable the utility to cover the costs of operating in FY2025 and make capital investments to repair and improve the system.

### 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

## Service Level Impacts

This ordinance will enable KC Water to continue to provide reliable clean drinking water service to ratepayers. It will also enable the utility to fulfill critical staff positions, reliably operate the Water Treatment Plant, and adhere to regulatory compliance and employee safety standards. It also allows the water utility to continue work on the water main replacement program.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
The revenue collected from rates set in this ordinance will enable KCMO to continue to cover the operating and capital cost associated with providing clean drinking water to the City's residents and businesses.
2. How have those groups been engaged and involved in the development of this ordinance?  
N/A
3. How does this legislation contribute to a sustainable Kansas City?  
This rate increase will contribute to sustainability by ensuring adequate capital reinvestment in the system and maintaining service levels, which in the long term will keep overall costs manageable for maintenance and operation of the drinking water system.
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:  
This is a budgetary rate ordinance.

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

No(Press tab after selecting)

This is a budgetary rate ordinance.

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

No(Press tab after selecting)



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**File #: 240253**

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ORDINANCE NO. 240253

Sponsor: Director of the Finance Department

Amending Chapter 60, Code of Ordinances, entitled “Sewers and Sewage Disposal,” by repealing Sections 60-2 and 60-3 and enacting in lieu thereof new sections of like number and subject matter that adjust charges for sewer service; and establishing an effective date.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 60 of the Code of Ordinances of Kansas City, Missouri, entitled Sewers and Sewage Disposal, is hereby amended by repealing Sections 60-2, and 60-3 and enacting in lieu thereof new sections of like number and subject matter to read as follows:

**Sec. 60-2. Sewer charges for resident users.**

There are hereby established charges against every person and for every property, partnership, corporation, association, and other entity within the city limits having an actual or available connection with the city's sanitary sewer system, or discharging sewage, industrial waste, water or other liquid into the system. Charges shall be prorated per day during the billing period. Such charges are to be the sum of service charges, volume and high concentration charges to be computed and levied as follows and as prescribed in Section 60-9:

- (1) *Service charges.*
  - a. Sanitary sewer. A service charge of \$28.50 per month to cover in part the cost of providing various services, and shall be prorated per day during the billing period and shall apply whether or not any sewage or wastes are actually discharged to the city sewer during the billing period; such charges are to be made each month.
  - b. Wastewater discharge permits. Commercial and industrial users shall pay for the cost of the wastewater discharge permitting program as described and authorized in article IV of this chapter. Charges as authorized in article IV of this chapter shall be billed and collected with the commercial or industrial users' normal water and/or sewer billing charges.

- (2) *Volume charges.* A volume charge of \$11.50 per 100 cubic feet (ccf), or a portion thereof, based upon the total volume of water purchased by the customer during the billing period subject to the following adjustments:
- a. Water supplied from separate source. Where water is supplied by a separate and independent source, the sewage volume charge shall be based upon the volume of water used, where such information is available, and computed at the volume charge established herein. Where usage information is not available, the water services department shall determine an appropriate volume of water used and compute it at the volume charge established herein.
  - b. Residential accounts. Except as noted in (2)(a), residential service account (one- and two-family residences) volume charges for the bills generated during the months of May through December shall be based upon water used during the winter period, such winter period being the bills generated during January through April, (these are the billing periods that most closely correspond to the December through March usage); such charges shall be payable with each bill rendered throughout the year. Where residential water services accounts do not have an acceptable history of winter water use, the volume charge for bills generated during the months of May through December shall be the volume charge established herein, or \$69.00 per month, whichever is the lesser.
  - c. Commercial and industrial water accounts with diverted water uses. Commercial and industrial water accounts are all water service accounts other than residential accounts (one- and two-family dwellings) as defined in 60-2 (2)(b). Diverted water uses (Sewer Allowance Credit (SAC) and Sewer Metering Accounts) are those where a significant portion of the water purchased is used in a manner that is not returned to the sanitary sewer system. Examples include: Evaporation, Irrigation and Water to Product.

Categories within the diverted water uses include: Car Washes, Laundries, Evaporation (Coolers / Chillers / Cooling Towers), Irrigation, Water-to-Product (where a significant portion of the water purchased is used in manufactured products such as ice, canned goods or beverages) and Other (where a significant portion of the water purchased is consumed in some manner during the industrial process) or Sewer Metering.

An application and the appropriate fee must be submitted prior to any sewer use volume adjustment. The application fee is to pay for site review, plan review, and installation inspection.

The application fee for each category is as follows:

Car Washes and Laundries = \$250

Evaporation and Irrigation and Ownership Change = \$600

Water to Product and Other and Sewer Metering = \$1,250

The director of the water services department or the director's representative shall make the determinations of fact as to the amount of water which is diverted and shall have the authority to adjust the sewer use volume billed on the basis of the facts ascertained. The SAC or Sewer Metering Account will be effective upon the date of the director's signature for approval.

Discharges to the storm sewer system are not allowed except per Chapter 61 and are not allowed to participate in the diverted water sewer use volume adjustment program.

- (3) *Commercial and industrial water accounts with high concentration discharges.* Commercial and industrial water accounts shall include all water service accounts other than one- and two-family dwellings. High concentration discharges are those in which the BOD (biochemical oxygen demand), SS (suspended solids), and/or O&G (oil and grease) concentrations are in excess of the maximum concentration of these components in normal sewage as defined in article IV of this chapter. In addition to other sewer service and volume charges, a surcharge, as established by the formulae defined and set forth in article IV of this chapter, shall be levied on high concentration discharges received from any customer under this section.

For surcharge rate formulae calculation purposes, the following rates are hereby established:

RB (surcharge per pound of excess BOD) = \$0.525

RS (surcharge per pound of excess SS) = \$0.239

RG (surcharge per pound of excess O&G) = \$0.264

The director of water services is hereby authorized to promulgate regulations to develop various groups and classes to facilitate the equitable distribution of surcharge fees among like groups of customers.

- (4) *Definition.* Month or monthly, as used in this section, shall refer to a time period of approximately 30 days.

### **Sec. 60-3. Sewer charges for nonresident users.**

(a) *Charges.* There are hereby established charges against every person, partnership, corporation, association, and other entity outside the city limits having a connection with the

city's sanitary sewer system or discharging sewage, industrial waste, water or other liquids into the city's sewer system. All charges billed shall be prorated per day during the billing period. Such charges are to be the sum of service charges and volume charges to be computed and charged as follows:

- (1) Metered connections with municipalities and political subdivisions. Bulk flows through a metered interconnection with a municipality or other political subdivision shall be charged and pay a rate of \$4.26 per 100 cubic feet (ccf), or portion thereof, with no service charges.
- (2) Unmetered connections with municipalities and other political subdivisions. Bulk flows through an unmetered interconnection with a municipality or other political subdivision shall be charged and pay a rate of \$6.29 per 100 cubic feet (ccf), or portion thereof, of actual water consumption for all residential, commercial and industrial customers, and shall also pay a service charge of \$18.18 per month for each such customer.
- (3) Unmetered connections with municipalities and other political subdivisions; no water consumption records. Where actual water consumption records are not available, bulk flows from a municipality or political subdivision through an unmetered interconnection shall pay a sewer charge of \$62.85 per month per dwelling unit or equivalent dwelling unit.
- (4) Individual non-resident customers billed directly by the city. Individual non-resident customers billed directly by the city shall pay a service charge of \$40.14 per month, plus a volume charge of \$15.58 per 100 cubic feet (ccf), or portion thereof.
- (5) Accounts with high concentration discharges. High concentration discharges are those in which the BOD (biochemical oxygen demand), SS (suspended solids), and/or O&G (oil and grease) concentrations are in excess of the maximum concentration of these components in normal sewage as defined in article IV of this chapter. In addition to other sewer service and volume charges, a surcharge, as established by the formulae defined and set forth in article IV of this chapter, shall be levied on high concentration discharges received from any non-resident user.

For surcharge rate formulae calculation purposes, the following rates are hereby established:

RB (surcharge per pound of excess BOD) = \$0.586

RS (surcharge per pound of excess SS) = \$0.259

RG (surcharge per pound of excess O&G) = \$0.282



The director is hereby authorized to develop various groups and classes to facilitate the equitable distribution of surcharge fees among like groups of customers.

- (6) Commercial and industrial water accounts with diverted water uses. Diverted water uses (Sewer Allowance Credit (SAC) and Sewer Metering Accounts) are those where a significant portion of the water purchased is used in a manner that is not returned to the sanitary sewer system. Examples include: Evaporation, Irrigation and Water to Product.

Categories within the diverted water uses include: Car Washes, Laundries, Evaporation (Coolers / Chillers / Cooling Towers), Irrigation, Water-to-Product (where a significant portion of the water purchased is used in manufactured products such as ice, canned goods or beverages) and Other (where a significant portion of the water purchased is consumed in some manner during the industrial process) or Sewer Metering.

An application and the appropriate fee must be submitted prior to any sewer use volume adjustment. The application fee is to pay for site review, plan review, and installation inspection.

The application fee for each category is as follows:

Car Washes and Laundries = \$250

Evaporation and Irrigation = \$600

Water to Product and Other and Sewer Metering = \$1,250

The director of the water services department or the director's representative shall make the determinations of fact as to the amount of water which is diverted and shall have authority to adjust the sewer use volume billed on the basis of the facts ascertained. The SAC or Sewer Metering Account will be effective upon the date of the director's signature for approval.

Discharges to the storm sewer system are not allowed except per Chapter 61 and are not allowed to participate in the diverted water sewer use volume adjustment program.

(b) *Definition.* "Month" or "monthly," as used in this section shall refer to a time period of approximately 30 days.

(c) *Applicability.* This section may not be applicable where arrangements for sewer service and sewer service charges are established by an existing or future contract or cooperative agreement.

Section 2. This ordinance shall become effective on May 1, 2024.

..end

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Approved as to form:

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Nicole Rowlette  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 240253

Submitted Department/Preparer: Water

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

Amending Chapter 60, Code of Ordinances, entitled Sewers and Sewage Disposal, by repealing Sections 60-2 and 60-3 and enacting in lieu thereof new sections of like number and subject matter that adjust charges for sewer service; and establishing an effective date.

### Discussion

The City of Kansas City Sanitary Sewer System determines its revenue requirements as part of its budgetary process for the upcoming fiscal year. This review includes a cost of service analysis that adheres to sanitary sewer industry standards which is used to appropriately allocate and set rates associated with the various customer classes that use the system. The recommended revenue increase is necessary in part to meet increased costs due to inflow and infiltration, addressing capital improvement needs and the overflow control plan. Further, passage of this ordinance continues the funding of the renewal and replacement fund and maintaining cash reserves to ensure adequate capital reinvestment in the system, which in the long term will support the overall cost for maintaining sewer assets. The ordinance will provide the utility an overall 6% sewer revenue increase. The fees and charges reflect the projected costs to operate the Wastewater Utility and provide service to its customers. The rate structure is proposed to be effective on billings for usage on or after May 1, 2024. For billings prior to May 1, 2024, the current rates continue to apply.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
Rates and users fees collected from users of the KCMO Sanitary Sewer System.
3. How does the legislation affect the current fiscal year?  
It does not. It affects the upcoming fiscal year FY2025, effective May 1, 2024.

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

It increases sanitary sewer rates in FY2024 in order to meet increased costs placed on the system by demand from the different customer classes.

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

Yes it generates revenue through the rates specified in the ordinance. The rates along with demand put on the system by customers will determine the revenue collected by the sanitary sewer utility and enable the utility to cover the costs of its operation in FY2025 and make capital investments to repair and improve the system.

### 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

FY2024 Sewer Rate Ordinance #230174.

## Service Level Impacts

This ordinance will enable KC Water to provide reliable sanitary sewer service to ratepayers. It will also enable the utility to fulfill critical staff positions, reliably operate the six wastewater treatment plants, and adhere to regulatory compliance and employee safety. It also allows the utility to continue to work on sewer main rehabilitation and replacement.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
The revenue collected from the rates set in this ordinance will enable KCMO to continue to cover the operating and capital cost associated with collecting and treating raw sewage in a sanitary manner.
2. How have those groups been engaged and involved in the development of this ordinance?  
N/A
3. How does this legislation contribute to a sustainable Kansas City?  
This rate increase will contribute to sustainability by ensuring adequate capital investment in the system and maintaining service levels, which in the long term will keep overall costs manageable for maintenance and operation of the sewer system.
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:  
This is a budgetary rate ordinance.

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

No(Press tab after selecting)

This is a budgetary rate ordinance.

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