



Agenda

Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

Wednesday, August 2, 2023

10:30 AM

26th Floor, Council Chamber

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>

Lucas

230581 Sponsor: Mayor Quinton Lucas

Consenting to the assignment of certain development rights for Block 124; authorizing the City Manager to execute an Amended and Restated Master Development Financing Agreement among the City of Kansas City, Missouri, the Port Authority of Kansas City, Missouri, and New Developer and to execute the Fifth Amendment to Development Agreement with HRB Tax Group, Inc.

Attachments: [Docket Memo 230581](#)

Director of General Services

230591 Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with KC Mothers in Charge, for rooms 122, 123 124, 124A, and 124B, for a total square footage of (1004.03 sq ft) for the purpose of office space at the Robert J. Mohart Multipurpose FOCUS Center, 3200 Wayne Avenue, Kansas City, Missouri 64109.

Attachments: [5-25-23 signed CREO](#)
[Ordinance kcmic - 5-11-2023](#)
[KCMIC Lease 2023](#)
[KCMIC Docket Memo 5-2023](#)

Director of General Services

230592 Sponsor: Director of General Services Department

Estimating revenue in the amount of \$29,892.71 in the General Fund; and authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with Kansas City Friends of Alvin Ailey for the purpose of office space in the Historic 18th & Vine District located at 1714 E. 18th Street, Kansas City, Missouri 64108.

Attachments: [CREO unsigned form-signed](#)
[Alvin Ailey lease- ew 5-20-23](#)
[KC friends of alvin ailey Docket Memo 5-2023](#)
[Ordinance KC Alvin Ailey](#)

Director of Convention & Entertainment Facilities

230594 Sponsor: Director of Convention and Entertainment Facilities Department

Authorizing the Director of Convention and Entertainment Facilities to execute the second of five (5) additional one (1) year renewal periods for the Temporary Utility Services Agreement with Smart City of Kansas City, LLC, to provide communication and utility services at the Convention and Entertainment Facilities; authorizing the Director to exercise the City's additional three (3) one (1) year renewal options after obtaining City Council authorization; and directing the Director to report annually on Smart City of Kansas City, LLC's performance under the Agreement prior to exercising any options to renew.

Attachments: [Docket Memo](#)

Lucas

[230614](#) Sponsor: Mayor Quinton Lucas

Amending Ordinance No. 221048, which sets the Council's schedule for 2023, by repealing and replacing Section 1 to add additional weeks for cancelling the City Council standing committee meetings and business and legislative sessions for the weeks of July 17, 2023, July 24, 2023, August 28, 2023, September 4, 2023, October 16, 2023, October 30, 2023, November 13, 2023, November 20, 2023, December 18, 2023, and December 25, 2023.

Attachments: [Docket Memo 230614](#)

City Manager's Office

[230617](#) Sponsor: City Manager

Authorizing the Director of Public Works to enter into an Agreement with the Tax Increment Finance Commission for construction of curbs and sidewalks along N. Holmes Road between Greenfield and 42nd Street and for intersection improvements at N.E. 48th Street and Vivion Road; estimating and appropriating revenues in the amount of \$550,000.00; and recognizing an accelerated effective date.

Attachments: [230617 No Docket Memo](#)

Lucas

[230620](#) Sponsor: Mayor Quinton Lucas

RESOLUTION - Directing the City Manager to solicit proposals for the necessary technology and equipment to establish an in-house 911 call center and report back to the City Council within 45 days on the actions needed to effectuate this change.

Attachments: [Docket Memo 230620](#)

Robinson

[230623](#) Sponsor: Councilmember Melissa Robinson

RESOLUTION - Directing the City Manager to identify a funding plan to increase Aim 4 Peace annual funding allocations to \$1.6 million; and directing the City Manager to report back to the City Council in 14 days.

Attachments: [230623 No Docket Memo](#)

Robinson

230624 Sponsor: Councilmember Melissa Robinson

RESOLUTION - Directing the City Manager to develop a funding plan to increase the City's contribution into the Employee Retirement System by \$200 per month per employee; and establishing reporting requirements.

Attachments: [230624 No Docket Memo](#)

SEMI ANNUAL DOCKET

Consideration of Semi-Annual Docket items.

HELD IN COMMITTEE

ADDITIONAL BUSINESS

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

2. Those who wish to comment on proposed ordinances can provide testimony to public.testimony@kcmo.org.

Comments received will be distributed to the committee and added to the public record by the clerk. The city provides several ways for residents to watch City Council meetings: Live Stream on the city's website at

www.kcmo.gov

- Live Stream on the city's YouTube channel at: <https://www.youtube.com/watch?v=3hOublg4fok>
- Watch Channel 2 on your cable system.
- The channel is available through Time WarnerCable (channel 2 or 98.2), AT & T Li-verse (channel 99, then select Kansas City), and Google Fiber on Channel 142.
- To watch archived meetings, visit the City Clerks website and look in the Video on Demand section:

http://kansascity.granicus.com/NiewPublishe.rphp?view_id=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 the auditor

The City Clerk's Office now has equipment for the hearing impaired for every meeting. To check out the equipment, please take a look at each committee's secretary . Be prepared to leave your Driver's License or State issued Identification Card with the secretary, and she /He will give you the equipment. The City Clerk's Office will return your license upon returning the

Adjournment



File #: 230581

ORDINANCE NO. 230581

Sponsor: Mayor Quinton Lucas

Consenting to the assignment of certain development rights for Block 124; authorizing the City Manager to execute an Amended and Restated Master Development Financing Agreement among the City of Kansas City, Missouri, the Port Authority of Kansas City, Missouri, and New Developer and to execute the Fifth Amendment to Development Agreement with HRB Tax Group, Inc.

WHEREAS, the City Council passed Ordinance No. 040154 on March 3, 2004, which accepted the recommendations of the Tax Increment Financing Commission of Kansas City, Missouri (“TIF Commission”), as to the 1200 Main/South Loop Tax Increment Financing Plan (“1200 Main/South Loop TIF Plan”), approved the 1200 Main/South Loop TIF Plan, designated a Redevelopment Area, and contemplated the completion of multiple Redevelopment Projects for the purposes of remediating blight, including a new office tower; and

WHEREAS, on October 11, 2004, (a) the City and HRB Tax Group, Inc., formerly known as H&R Block Services, Inc. (“HRB”), executed that certain Development Agreement dated October 11, 2004, as subsequently amended by that certain First Amendment to Development Agreement dated October 2, 2017 (collectively, the “HRB Development Agreement”) and (b) the City, as successor in interest to the TIF Commission, and HRB executed that certain Lease with Option, whereby HRB was granted an option to purchase Block 124, Unit 3 (“Option”), which Developer has since timely exercised; and

WHEREAS, the HRB Development Agreement obligates the City to finance the construction of up to 1,333 parking spaces to service the Block 124 Office Tower and the 1200 Main/South Loop TIF Plan Redevelopment Projects, and acquire additional real estate on which to locate such parking spaces, at an estimated cost of \$69,000,000.00; and

WHEREAS, Redevelopment Project 7 of the 1200 Main/South Loop TIF Plan calls for, in part, the new construction of approximately 250,000 to 350,000 square feet of office space (“Block 124 Office Tower”) in the elevated condominium unit over the current retail space located generally on the southwest corner of 13th and Main (“Block 124, Unit 3”); and

WHEREAS, the City Council adopted Second Committee Substitute for Ordinance No. 040161, on February 20, 2014, and activated Redevelopment Project 7 of the 1200 Main/South Loop TIF Plan, so that the developer of Block 124, Unit 3 would be eligible to immediately receive the benefits of tax increment financing to implement Redevelopment Project 7; and

WHEREAS, since executing the HRB Development Agreement, the activation of Redevelopment Project 7, and in anticipation of the Block 124 Office Tower, the City and HRB have made significant financial investments in the Block 124 substructure, to provide structural support to the Block 124 Office Tower and a portion of the required parking garage; and

WHEREAS, in Committee Substitute for Ordinance No. 180982, As Amended, passed January 10, 2019, the City approved an assignment of HRB's development rights for the Block 124 Office Tower to Power Tower Block 124, LP or its affiliates (the "Developer") in which HRB is a partner and consented to the assignment even though its consent may not be required; and

WHEREAS, City and HRB have entered into four amendments to the Development Agreement to extend the time for HRB to exercise the Option, most recently on December 28, 2022; and

WHEREAS, for the purposes of assisting the City in fulfilling its parking commitment to HRB, the City has requested that the Port Authority of Kansas City, Missouri ("Port KC") establish an AIM Zone over Block 124, Unit 3, issue bonds pursuant to Chapter 68 of the Revised Missouri Statutes ("Port KC Bonds") to contribute to the cost of financing the construction of a 750 space parking garage ("Port KC Parking Bonds"), and own the garage following the completion thereof and repayment of the Port KC Parking Bonds, whereby fostering implementation of the 1200 Main/South Loop TIF Plan and the continued development in the Downtown Loop; and

WHEREAS, on January 10, 2019, the Council passed Committee Substitute for Ordinance No. 180982, As Amended, which authorized the City Manager to negotiate a development agreement with the Port Authority of Kansas City, Missouri and the Power Tower Block 124, LP for the development and construction of an office tower and a parking structure within the currently undeveloped airspace currently platted as Unit 3 of Block 124 K.C. Live Condominium; and

WHEREAS, on November 14, 2019, the Council passed Committee Substitute for Ordinance No. 190498, As Amended, which authorized the City Manager to execute a Master Development Financing Agreement among the City, the Port Authority of Kansas City, Missouri and Developer in relation to the construction of a Class A office tower and parking garage in the Power & Light District; and

WHEREAS, on December 18, 2019, the City, Port KC, and Developer executed the authorized Master Financing Agreement; and

WHEREAS, the needs of the Downtown area and the City have shifted since the execution of the Development Agreement and Master Financing Agreement, such that the need for housing has increased and the need for office space has lessened; and

WHEREAS, the market for office space and conditions for financing that space have shifted over the same period of time; and

WHEREAS, HRB and Developer have not moved forward with exercising the Option or the construction of the Block 124 Office Tower; and

WHEREAS, the City, Port KC, HRB, Developer, and New Developer collectively wish to see the construction of a project on the Block 124 move forward and acknowledge that progress will require the adjustment of the project, Development Agreement, and Master Financing Agreement; and

WHEREAS, New Developer is willing and able to fulfill the responsibilities required under the Development Agreement and Master Financing Agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City hereby consents to the to the assignment of the development rights outlined in section 25 of the Development Agreement and in the Master Financing agreement to New Developer.

Section 2. That the City Manager is hereby authorized to execute an Amended and Restated Master Development Financing Agreement among the City of Kansas City, Missouri, the Port Authority of Kansas City, Missouri, and New Developer in substantial form as that attached hereto as Attachment A.

Section 3. That the City Manager is hereby authorized to execute the Fifth Amendment to Development Agreement with HRB Tax Group, Inc. in substantial form as that attached hereto as Attachment B.

Section 4. That the City Manager is further authorized to execute any and all other related documents necessary for the City's performance of its obligations set out in the above Amended and Restated Master Development Financing Agreement and the Fifth Amendment to the Development Agreement.

..end

Approved as to form:

Emalea Black
Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: City Manager's Office

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

Consenting to the assignment of certain development rights for Block 124; authorizing the City Manager to execute an Amended and Restated Master Development Financing Agreement among the City of Kansas City, Missouri, the Port Authority of Kansas City, Missouri, and New Developer and to execute the Fifth Amendment to Development Agreement with HRB Tax Group, Inc.

Discussion

This ordinance assigns development rights to a New Developer, authorizes the City Manager to execute an amended Master Development Financing Agreement, execute the 5th Amendment to the Development Agreement with HRB Tax Group, and execute any other necessary documents.

Fiscal Impact

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

2. What is the funding source?

3. How does the legislation affect the current fiscal year?

Click or tap here to enter text.

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

Click or tap here to enter text.

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

Click or tap here to enter text.



City of Kansas City, Missouri

Docket Memo

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

View the [FY23 Citywide Business Plan](#)

Which CWBP goal is most impacted by this legislation?

Finance and Governance (Press tab after selecting.)

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
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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?



City of Kansas City, Missouri

Docket Memo

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 the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?

N/A

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

N/A



File #: 230591

ORDINANCE NO. 230591

Sponsor: Director of General Services Department

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with KC Mothers in Charge, for rooms 122, 123 124, 124A, and 124B, for a total square footage of (1004.03 sq ft) for the purpose of office space at the Robert J. Mohart Multipurpose FOCUS Center, 3200 Wayne Avenue, Kansas City, Missouri 64109.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the General Fund, is hereby estimated in the following amount pursuant to the KC Mothers In Charge lease agreement:

24-1000-071600-457500	City Property and Acquisition	\$8,066.96
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Section 2. The Director of General Services Department is authorized to execute the one-year lease agreement, attached in substantial form, with KC Mothers In Charge for rooms 122, 123, 124, 124A, and 124B at the Robert J. Mohart Multipurpose FOCUS Center for the purpose of the use of office space beginning June 1, 2023, ending May 31, 2023. A copy of the lease amendment is on file in the General Services Department.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Abigail Judah
Assistant City Attorney

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

Date: 5/11/2023
Form Prepared By: Erica Wright

Contract/Project Number: N/A		Project Name: KC Mothers In Charge	
Developer/Prime: N/A		Contact Information:	
Final Contract Value: N/A		Project Manager: Christina Esteban	
Funding:	<input checked="" type="checkbox"/> City	<input type="checkbox"/> State	<input type="checkbox"/> Federal
Project Requirements:	<input type="checkbox"/> M/WBE	<input type="checkbox"/> DBE	<input type="checkbox"/> Section 3
Tax Incentive:	<input type="checkbox"/> LCRA	<input type="checkbox"/> TIF	<input type="checkbox"/> PIEA
Prevailing Wage:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Davis-Bacon:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Construction Employment Program:	<input type="checkbox"/> Yes: Workforce goals are 10% Minority & 2% Women. There are over 800 Workforce hours and project cost is \$300,000 or more.		
	<input type="checkbox"/> No: Workforce hours are less than 800 and project cost is less than \$300,000.		

Contracts & Leases	Nondiscrimination
Ch. 3 Article IV: _____	Ch. 38: <input checked="" type="checkbox"/> _____
RSMo 213: _____	Title VI: _____
MWDBE: _____	Prevailing Wage and Labor Standards: _____
SLBE: _____	RSMo 34 Anti-Discrimination Against Israel: _____

Contract Type:

<input type="checkbox"/> Construction	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Design Professional	<input type="checkbox"/> Professional Services
<input checked="" type="checkbox"/> General Service	<input type="checkbox"/> Concession	<input type="checkbox"/> Other Goods & Services	<input type="checkbox"/> Non-Municipal Agency
<input type="checkbox"/> Co-Operative	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Facilities Maintenance/Repair/Renovation	
<input type="checkbox"/> Other:			

Additional Information:
 Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with KC Mothers in Charge, for rooms 122, 123 124, 124A, 124B, for a total square footage of (1004.03 sqft) for the purpose of office space at the Robert J. Mohart Multipurpose FOCUS Center, 3200 Wayne Avenue, Kansas City, Missouri, 64109.

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

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

The Document is:

<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
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Changes Needed:

Federal Provisions Included:

<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved	<input type="checkbox"/> Not Applicable
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CREO Signature: Mark Runge Date: 5/19/2023
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Comments:



ORDINANCE NO. 230591

DIRECTOR OF GENERAL SERVICES

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with KC Mothers in Charge, for rooms 122, 123 124, 124A, 124B, for a total square footage of (1004.03 sqft) for the purpose of office space at the Robert J. Mohart Multipurpose FOCUS Center, 3200 Wayne Avenue, Kansas City, Missouri, 64109.

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Approved as to form & legality:

Abigail Judah
Assistant City Attorney

LEASE

THIS LEASE, made on this ____ of June 2023 by and between the **City of Kansas City, Missouri**, party of the first part, hereinafter called the “Lessor” or “City”, and **KC Mothers In Charge** party of the second part, hereinafter called “Lessee”.

WITNESSETH: That said Lessor hereby grants to said Lessee, a Lease to occupy and use, subject to terms and conditions hereinafter stated, the following described premises at the Mohart Multipurpose Center, located at 3200 Wayne, Rooms #122, 123, 124, 124A, 124B (1004.03 sqft), Kansas City Missouri, 64109, and use of common areas, for a term of one (1) year with two options to renew for one (1) additional year each.

IT IS AGREED AS FOLLOWS

1. TERM The term of this Agreement shall be for a period of one (1) year beginning **June 1, 2023, and ending May 31, 2024**, subject to the provisions of this Lease Agreement. Lessee has two options to renew for one (1) additional year each.

2. RENT. Shall be Seven Hundred Thirty-Three Dollars and Thirty-Six Cents (\$733.36) per month beginning **June 1, 2023, and ending May 31, 2024**. Total (\$8,066.96/year).

Tenant is receiving a 50% rent subsidy as calculated in Exhibit A as attached hereto and incorporated herein.

The rent shall be paid in advance at the address listed below or at the other place Lessor shall designate in writing. Check may be made payable to City of Kansas City.

Online payment options available at www.kcmo.gov

Two options for online payment:

A) Enter your credit card information

B) Checking account information

(Please Note, a convenience fee will be paid to NCR Payments Inc. in the amount of .50 cents for e-check payment or 2 percent plus .25 cents for credit card payment. This fee is not paid to the City of Kansas City, Missouri.)

3. USE OF PREMISES. The premises (1004.03 sqft) shall be used for the purpose of an office space and location for a non-profit organization which supports families of victims of homicide and no other use unless specifically authorized by the Lessor through its Director of General Services. Lessee agrees to notify City’s Director of General Services regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section.

4. ACCEPTANCE, MAINTENANCE AND REPAIR. Lessee has inspected and knows the condition of the Premises and accepts the same in their present condition (subject to ordinary wear, tear and deterioration in the event the term commences after the date hereof and to the rights of present or former occupant or occupants, if any, to remove reasonable movable property), including the interior walls. Lessee will return the premises to the City, undamaged except for reasonable wear and tear. All maintenance and repair of the building and parking surface(s) during the period of the Lease shall be the responsibility of Lessor, except only as expressly set forth in this Lease.

5. HAZARDOUS SUBSTANCES AND WASTES. Lessee agrees that it will not keep, ship to, ship from, permit or generate any Hazardous Material on the leased Premises without the expressed consent of the Lessor. "Hazardous Material, shall mean (i) "Hazardous Substances" as defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) s42 U.S.C. s9601 et seq.; (ii) "Hazardous Wastes." As defined by the Resource Conservation and Recovery Act (RCRA), s42 U.S.C. s6902 et seq.; (iii) "Hazardous Waste," as that term is defined by the Missouri Hazardous Waste Management Law, RSMO Section 260.350 et seq.; (iv) any pollutant or contaminant or hazardous, dangerous or toxic chemicals, materials or substances within the meaning of any other applicable federal, state or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, all as amended or hereafter amended, (v) more than 100 gallons of crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60) degrees Fahrenheit and 14.7 pounds per square inch absolute, except for 2000 gallons of recycled oil used for the purpose of heating the premises, (vi) any radioactive material, including any source, special nuclear or by-product material as defined at 42 U.S.C S 2011 et seq., as amended or hereafter amended; and (vii) asbestos in any form or condition.

6. POSSESSION AT BEGINNING OF TERM. Lessor shall use due diligence to give possession as nearly as possible at the beginning of the term of this Lease and rent shall abate pro rata for the period of any delay in so doing. Lessee shall make no other claim against Lessor for any such delay.

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

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

9. UTILITIES AND SERVICES. Lessee shall pay for utilities and common area maintenance (CAM), which are included in rent amount under Section 2 and as calculated in Exhibit A. Other services such as trash removal, security, lawn care and snow removal will be the responsibility of the Lessor. Any other services needed with respect to the Lessee's use of the Premises will be the responsibility of Lessee.

10. ALTERATIONS. Lessee shall not make any material alterations or additions (hereinafter “improvements”) in or to the Premises, without the prior written consent of Lessor. Such consent shall not be unreasonably withheld. Tenant improvements shall be at sole cost and responsibility of the Lessee. Lessee shall make or cause Lessee’s Contractor to make all approved improvements in accordance with all applicable Federal, State and Local laws. Any contractor hired by Lessee to perform work on the Premises shall be licensed, bonded, and insured to the satisfaction of Lessor and Lessee shall provide all documentation thereof to the Lessor prior to the commencement of work. Quarterly the Lessee will submit an itemized list of all completed improvements to the Lessor. Submission of the aforementioned list will occur on the following dates: March 15th, June 15th, September 15th and December 15th of each year.

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

12. RECYCLING. It is the established policy of the City to promote environmentally sound business practices. The Lessee agrees, where reasonable and practicable to incorporate similar practices in his operation on the Premises including, but not limited to encourage recycling.

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

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

- a. Commercial General Liability Insurance: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an occurrence basis. The policy shall be written or endorsed to include the following provisions:
 - 1. Severability of Interests Coverage applying to Additional Insureds
 - 2. Contractual Liability
 - 3. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
 - 4. No Contractual Liability Limitation Endorsement
 - 5. Additional Insured Endorsement, ISO form CG2010, current edition, or its equivalent.

- b. Workers' Compensation / Statutory Employers Liability with limits of:
 - 1. \$100,000 per accident
 - 2. \$500,000 disease, policy limit
 - 3. \$100,000 disease, each employee

- c. Lessee agrees to carry property insurance for leased portion of premises and shall be on a replacement cost basis. Lessee is responsible for carrying their own personal property insurance.

Lessee shall furnish certificates including required endorsements and additional insureds as described below to the Lessor for insurance as specified herein. In the event of Lessee' failure to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. **Delivery of such certificates to Lessor shall be a condition precedent to Lessee's right to go upon the Premises.** All such insurance policies shall provide that City and its agencies, officials, officers and employees, when acting within the scope of their authority, will be named as additional insureds for the services under this lease. All insurance must be written by companies that have an A.M. Best's rating of A- V or better, and are leased or approved by the State of Missouri to do business in Missouri. They shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation.

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

16. SUBROGATION. As part of the consideration for this lease, each of the parties hereto does hereby release the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided), occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against which loss either of the parties is carrying insurance at the time of the loss; provided however, that the releases herein contained shall not apply to any loss or damage occasioned by the willful, wanton, or premeditated negligence of either of the parties hereto, and the parties hereto further covenant

that any insurance that they obtain on their respective properties shall contain appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

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

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

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

20. PUBLIC REQUIREMENTS. Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, and save Lessor harmless from expense or damage resulting from failure to do so.

21. ASSIGNMENT AND SUBLEASE. Lessee shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in

possession thereof without the prior written consent of Lessor. Lessor retains the right to withhold its consent for any assignment, transfer or sublease for any reason whatsoever, including limiting the type of use or number of similar subleases on Premises at any given time. Any sublease of Premises must contain a subrogation provision and an indemnity provision that mirrors the language of Sections 16 and 17 of this Lease, with sublessee indemnifying Lessor. Sublessee also shall require any sub lessee to obtain insurance coverage in amounts equal to those in Section 15 of this lease and naming Lessor an additional insured. Lessee understands, however, that in the event of a sublease, Lessee is still responsible for complying with all terms of this Lease.

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

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

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

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

26. DEFAULT. If default is made in the payment of any installment of rent on the due date thereof, or if Lessee shall default in the performance of any other agreement (other than payment of rent) in this Lease and such default (other than payment of rent), continues for ten days after written notice thereof, or if the Premises be vacated or abandoned, then in any such event this Lease shall terminate, at the option of the Lessor, and Lessor may re-enter the Premises and take possession thereof, with or without force or legal process and without notice or demand, the service of notice, demand or legal process being hereby expressly waived, and upon such entry, as aforesaid, this Lease shall terminate and the Lessor may exclude Lessee from the Premises, changing the lock on the door or doors if deemed necessary, if applicable, without being liable to Lessee for any damages or for prosecution therefor; Lessor's rights in such event may be enforced by action in unlawful detainer or other proper legal action, and the Lessee expressly agrees, notwithstanding termination of this Lease and re-entry by the Lessor that the Lessee shall remain liable for a sum equal to the entire rent payable to the end of the term hereof and shall

pay any loss or deficiency sustained by the Lessor on account of the Premises being let for the remainder of the original term for a less sum than before. Lessor, as agent for Lessee without notice may re-let the leased Premises or any part thereof for the remainder of the term or for any longer or shorter period as opportunity may offer, and at such rental as may be obtained, and Lessee agrees to pay the difference between sum equal to the amount of rent payable during the residue of the term and net rent actually received by the Lessor during the term after deducting all expenses of every kind for repairs, recovering possession and reletting the same, which differences shall accrue and be payable monthly.

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

27. WAIVER. The rights and remedies of the Lessor under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default or defaults, of this Lease hereunder shall not be deemed or construed to be a continuing waiver of such breach of default not as a waiver of or permission, expressed or implied, for any subsequent breach or default, and it is agreed that the acceptance by Lessor of any installment of rent subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Lessee to pay subsequent installments of rent promptly upon the due date thereof. No receipt of money by Lessor after the termination in any way of this Lease shall reinstate, continue or extend the term above demised.

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

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

**KC Mothers in Charge
Rosilyn Temple
Founder and Program Director
Mohart Multipurpose Center
Room 122,123,124, 124A, 124B
3200 Wayne Ave**

**Kansas City, Mo 64109
816. 912-2601**

Addressed to Lessor:

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

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

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

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

LESSEE: Kansas City Mothers In Charge

BY _____
Rosilyn Temple
Founder and Program Director, KC Mothers in Charge

CORPORATE SEAL

LESSOR:

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

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

APPROVED AS TO FORM & LEGALITY

BY _____
Abigail Judah
Assistant City Attorney

EXHIBIT A

RENT SCHEDULE

MONTH	RENT AMOUNT
INITIAL TERM: June 1, 2023- May 30, 2024	
June 2023	\$733.36
July 2023	\$733.36
August 2023	\$733.36
September 2023	\$733.36
October 2023	\$733.36
November 2023	\$733.36
December 2023	\$733.36
January 2024	\$733.36
February 2024	\$733.36
March 2024	\$733.36
April 2024	\$733.36
May 2024	\$733.36
FIRST RENEWAL TERM: June 1, 2024- May 30, 2025	
June 2024	\$733.36
July 2024	\$733.36
August 2024	\$733.36
September 2024	\$733.36
October 2024	\$733.36
November 2024	\$733.36
December 2024	\$733.36
January 2025	\$733.36
February 2025	\$733.36
March 2025	\$733.36
April 2025	\$733.36
May 2025	\$733.36
SECOND RENEWAL TERM: June 1, 2025- May 31, 2026	
June 2025	\$733.36
July 2025	\$733.36
August 2025	\$733.36
September 2025	\$733.36
October 2025	\$733.36
November 2025	\$733.36
December 2025	\$733.36
January 2026	\$733.36
February 2026	\$733.36
March 2026	\$733.36
April 2026	\$733.36
May 2026	\$733.36
TOTAL: 3 YEARS (36 MONTHS)	\$8,066.96

EXHIBIT B

Chapter 38 CIVIL RIGHTS¹

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

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

ARTICLE I. IN GENERAL

DIVISION 1. DEFINITIONS

Sec. 38-1. Definitions.

- (a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning or an alternative definition has been provided:
- (1) *Age* means an age of 40 or more years, except that it shall not be an unlawful employment practice for an employer to require the compulsory retirement of any person who has attained the age of 85 and who, for the two-year period immediately before retirement, is employed in a bona fide executive or high policymaking position, if such person is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit sharing, savings or deferred compensation plan, or any combination of such plans, of the employer, which equals, in the aggregate, at least \$344,000.00.
 - (2) *City* means the City of Kansas City, Missouri.
 - (3) *Commission* means the city human rights commission.
 - (4) *Complainant* means any person claiming injury by the alleged violation of RSMo ch. 213, or of this chapter, including persons who believe they will be injured by an unlawful discriminatory practice that is about to occur.
 - (5) *Complaint* means a verified written statement of facts and circumstances, including dates, times, places and names of persons involved in any alleged violation of any provision of RSMo ch. 213, or of this chapter.
 - (6) *Contract* means any contract to which the city shall be a contracting party, except the following:
 - a. Personal services contracts.
 - b. Emergency requisitions for goods, supplies or services.
 - c. Impressed accounts in the nature of petty cash funds.
 - d. Contract or lease, the cost of which will not exceed \$300,000.00.
 - (7) *Covered multifamily dwelling* means a building consisting of four or more units if the building has one or more elevators or a ground floor unit in a building consisting of four or more units.
 - (8) *Department* means the department of civil rights and equal opportunity.
 - (9) *Director* means the director of the civil rights and equal opportunity department or their delegate.
 - (10) *Disability* means, with respect to employment, a person who is otherwise qualified and who, with reasonable accommodation, can perform the essential functions of the job in question. Generally, a person with a disability is any person who:
 - a. Has a physical or mental impairment which substantially limits one or more major life activities;
 - b. Has a record of having such impairment; or
 - c. Is regarded as having such an impairment.
 - (11) *Dwelling* means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered

- for sale or lease for the construction or location thereon of any such building, structure or portion thereof.
- (12) *Employee* means any individual employed by an employer, but does not include an individual employed by his parents, spouse or child or any individual employed to render services as a domestic in the home of the employer.
 - (13) *Employer* includes any person employing six or more employees.
 - (14) *Employment agency* means any person, agency or organization, regularly undertaking, with or without compensation, to procure opportunities for employment or to procure, recruit, refer or place employees.
 - (15) *Familial status* means one or more individuals, who have not attained the age of 18 years, being domiciled with:
 - a. A parent or another person having legal custody of such individual or individuals; or
 - b. The designee of such parent or other person having such custody, with the written permission of such parent or other person. The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. No provision in this chapter regarding familial status shall apply to housing for older persons, as defined in section 3607 of title 42 of the United States Code Annotated.
 - (16) *Family* includes a single individual.
 - (17) *Franchise holder* means any individual, partnership, corporation, association or other entity, or any combination of such entities, holding a franchise hereafter granted or renewed by the city.
 - (18) *Gender identity* means the actual or perceived appearance, expression, identity or behavior of a person as being male or female, whether or not that appearance, expression, identity or behavior is different from that traditionally associated with the person's designated sex at birth.
 - (19) *Labor organization* means any organization which exists for the purpose in whole or in part of collective bargaining or for dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.
 - (20) *Performance of work* means the furnishing of any personal service, labor, materials or equipment used in the fulfillment of a contractor's obligation under a city contract.
 - (21) *Person* includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other organizations; except the term "person" does not include any local, state or federal governmental entity.
 - (22) *Prohibited dress code* means a set of rules governing, prohibiting or limiting access to a place or business, or portion thereof, defined herein as a "public accommodation" because of any of the following:
 - a. The wearing of jewelry, the manner in which jewelry is worn or the combination of items of jewelry worn,
 - b. The wearing of a garment or headdress which is generally associated with specific religions, national origins or ancestry,
 - c. The length of the sleeve of a shirt or the leg of a pair of pants or shorts is too long, except that nothing herein shall be construed to prohibit a dress code that requires the wearing of a shirt,
 - d. The style, cut or length of a hair style,
 - e. The colors of the garments,

- f. In conjunction with a major Kansas City sporting event the wearing of athletic apparel which displays either a number, a professional or college team name or the name of a player;
 - g. The wearing of tee-shirts, except that nothing herein shall be construed to prohibit a dress code that requires such tee-shirts to have sleeves, or to prohibit a dress code that does not allow undershirts, undergarments, or tee-shirts of an inappropriate length. Designer tee-shirts, which are fitted and neat, cannot be banned.
- (23) *Public accommodation* means any place or business offering or holding out to the general public goods, services, privileges, facilities, advantages or accommodations for the peace, comfort, health, welfare and safety of the general public, or providing food, drink, shelter, recreation or amusement, including but not limited to:
- a. Any inn, hotel, motel or other establishment which provides lodging to transient guests, other than an establishment located within a building which contains not more than five rooms for rent or hire and which is actually occupied by the proprietor of such establishment as his residence.
 - b. Any restaurant, tavern, cafeteria, lunchroom, lunch counter, soda fountain or other facility principally engaged in selling food for consumption on the premises, including but not limited to any such facility located on the premises of any retail establishment.
 - c. Any gasoline station, including all facilities located on the premises of such gasoline station and made available to the patrons thereof.
 - d. Any motion picture house, theater, concert hall, sports arena, stadium or other place of exhibition or entertainment.
 - e. Any public facility owned, operated or managed by or on behalf of this city or any agency or subdivision thereof, or any public corporation; and any such facility supported in whole or in part by public funds.
 - f. Any establishment which is physically located within the premises of any establishment otherwise covered by this definition or within the premises in which is physically located any such covered establishment, and which holds itself out as serving patrons of such covered establishment.
 - g. Any institution, association, club or other entity that has over 250 members, provides regular meal service, and regularly receives payment for meals, beverages, dues, fees, the use of its facilities or services directly or indirectly from or on behalf of nonmembers in furtherance of trade or business.
- (24) *Redevelopment area* means a tax increment redevelopment area as defined in RSMo § 99.805 (11); a planned industrial expansion project area as defined in RSMo § 100.300et seq.; an urban renewal project area or land clearance project area as defined in RSMo § 99.300 et seq.; any area under the control of the port authority of Kansas City, Missouri, or subject to a contract, lease or other instrument to which the port authority is a party; or an area determined by the city to be blighted pursuant to RSMo chapter 353.
- (25) *Rent* means to lease, sublease, let or otherwise grant for a consideration the right to occupy premises not owned by the occupant.
- (26) *Respondent* means any person against whom it shall be alleged by complaint or identified during the course of an investigation that such person has violated, is violating or is about to violate any provision of RSMo chapter 213, or this chapter.
- (27) *Sex* shall include sexual harassment.
- (28) *Sexual orientation* means actual or perceived heterosexuality, homosexuality or bisexuality.

- (29) *Subcontractor* means any individual, partnership, corporation, association or other entity, or other combination of such entities, which shall undertake, by virtue of a separate contract with a contractor, to fulfill all or any part of any contractor's obligation under a contract with the city, or who shall exercise any right granted to a franchise holder, and who has 50 or more employees exclusive of the parents, spouse or children or such subcontractor.
- (30) *Unlawful discriminatory practice* means any discriminatory practice as defined and prohibited by sections 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 180034, § 1, 2-1-18; Ord. No. 180724, § 1, 2-7-19; Ord. No. 190380, § 1, 5-23-19; Ord. No. 200837, § 1, 10-1-20; Ord. No. 210645, § 5, 8-12-21)

Secs. 38-2—38-20. Reserved.

ARTICLE II. ADMINISTRATION

DIVISION 1. ENFORCEMENT

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

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

- (1) *Rules and regulations.* To adopt, amend and enforce rules and regulations relating to any matter or thing pertaining to the administration of this chapter.
- (2) *Complaint investigation.* To receive, investigate and, upon finding probable cause on any complaint of violation of RSMo ch. 213, to bring such complaint before the human rights commission. If the director finds probable cause to believe that a violation of this chapter has occurred, he or she may refer the matter to the city counselor's office for prosecution in municipal court. Any staff assigned to assist the commission shall be supervised by the director of civil rights and equal opportunity. The director shall not have the power to process complaints of discrimination brought against the city and shall defer any such complaints to the state commission on human rights or any appropriate federal agency for processing.
- (3) *Authority regarding discrimination within city administration.* To investigate and recommend to the city manager any policy changes or specific actions that the director determines are necessary to ensure that the city administration is in compliance with the provisions of this chapter or with state and federal discrimination laws.
- (4) *Initiation of complaints.* Whenever the director has reasonable cause to believe that an unlawful discriminatory practice has occurred, he or she may initiate a complaint alleging violation of any section RSMo ch. 213, or of this chapter.
- (5) *Compliance investigation.* To investigate, survey and review any and all affirmative action programs, city contracts and franchises which are subject to this chapter and to take such action with respect thereto as shall ensure compliance with this chapter.
- (6) *Conciliation.* To attempt to eliminate any unlawful discriminatory practice or any other violation of the terms of this chapter by means of conference, conciliation, persuasion and negotiation and to enter into conciliation agreements.

- (7) *Authority to dismiss complaints.* To dismiss any complaint upon finding such complaint to be frivolous or without merit on its face or upon a finding that the allegedly unlawful discriminatory practice has been eliminated through conciliation.

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

Sec. 38-22. Reserved.

Sec. 38-23. Complaint procedure.

(a) *Filing of complaint.*

- (1) Any person claiming injury by an allegedly unlawful discriminatory practice may, by himself or by his attorney, make, sign and file a verified written complaint with the director on forms provided by the director, which shall state the name and address of the person alleged to have committed the unlawful discriminatory practice complained of and which shall set forth the particulars thereof and contain such other information as may be required by the director for the investigation of the complaint.
- (2) Any complaint filed pursuant to RSMo ch. 213, or this chapter must be filed within 180 days after the alleged unlawful discriminatory practice was committed.

(b) *Investigation.* After the filing of any complaint, the director shall:

- (1) During the period beginning with the filing of such complaint and ending with the notice of public hearing before the commission, to the extent possible, engage in conciliation with respect to such complaint. Any agreement reached during these conciliation efforts shall conform to the requirements of subsection (d) of this section.
- (2) Promptly serve notice upon the complainant acknowledging and advising the complainant of the time limits and choice of forums provided under RSMo ch. 213, and this chapter.
- (3) Promptly serve notice on the respondent or the person charged with a discriminatory practice advising of his or her procedural rights and obligations under this chapter, together with a copy of the complaint.
- (4) Commence investigation of the complaint within 30 days of the receipt of the complaint.
- (5) For housing and public accommodation complaints, complete the investigation of the complaint within 100 days unless it is impracticable. If the director is unable to complete the investigation within 100 days, the director shall notify the complainant and the respondent in writing of the reasons for not doing so.
- (6) Make final administrative disposition of a housing or public accommodations complaint within one year of the date of receipt of a complaint unless it is impracticable to do so, in which case the director shall notify the complainant and respondent in writing of the reasons for not doing so.

(c) *No probable cause finding.* If it shall be determined after such investigation that no probable cause exists for crediting the allegations of the complaint, the director shall cause to be issued and served upon all parties written notice of such determination.

(d) *Probable cause finding; conciliation.*

- (1) If it shall be determined after such investigation that probable cause exists for crediting the allegations of the complaint, the director shall immediately endeavor to eliminate the unlawful discriminatory practice complained of by conference, conciliation and persuasion. Each conciliation agreement shall include provisions requiring the respondent to refrain from the commission of such allegedly unlawful discriminatory practice in the future and may contain such further provisions as may be agreed upon by the complainant and the respondent subject to the approval of the director. The director shall not

disclose what has transpired in the course of such endeavors and shall not make or maintain a public record of such endeavors as the term "public record" is defined in RSMo ch. 610.

- (2) If the respondent, the complainant and the director agree upon conciliation terms, the director shall compile the terms of the conciliation agreement for the signature of the complainant, respondent and director. Each conciliation agreement shall be made public unless the complainant and respondent otherwise agree and the director determines that disclosure is not legally required and is not required to further the purposes of this chapter.
- (e) *Failure to conciliate; hearing or prosecution.* If the director believes that he has failed to eliminate an allegedly unlawful discriminatory practice through conciliation, he shall cause to be issued and served a written notice thereof. If the complaint alleges a discriminatory practice prohibited by this chapter, the director may refer the matter to the city counselor for possible prosecution in municipal court. If the complaint alleges a discriminatory practice prohibited by RSMo ch. 213, the director shall refer the matter to the commission for hearing.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-24. Reserved.

Sec. 38-25. Hearing or civil action.

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

require the production for examination of any books, papers or other materials relating to any matter under investigation or in question before the commission.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-26. Reserved.

Sec. 38-27. Discovery.

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-28. Reserved.

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

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-30. Reserved.

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

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

terminate or suspend the contract, or declare the contractor ineligible to receive any city contract or franchise for a period of one year, as such order may require. Willingness of the contractor to comply with such order may be evidenced by his or her written agreement to comply with the terms and conditions set forth in the order.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-32. Reserved.

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

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-34. Reserved.

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

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

(Ord. No. 130041, § 5, 3-21-13)

Secs. 38-36—38-40. Reserved.

DIVISION 2. HUMAN RIGHTS COMMISSION²

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

Sec. 38-41. Establishment; membership.

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-42. Reserved.

Sec. 38-43. Powers and duties.

- (a) The commission may adopt rules of procedure consistent with RSMo chs. 213 and 536, and this chapter.
- (b) The commission shall prepare an annual report to be presented to the mayor and council concerning the conditions of minority groups in the city, with special reference to discrimination, civil rights, human relations, hate group activity, bias crimes and bias practices and attitudes among institutions and individuals in the community. The report may also include other social and economic factors that influence conditions of minority groups, as well as the causes of these conditions and the effects and implications to minority groups and the entire city. In preparation for the report the commission may conduct hearings and conduct whatever other research is necessary. The report shall include appropriate recommendations to the mayor and the council.
- (c) The commission shall form task forces as follows:
 - (1) The commission shall form task forces including: youth, business, media, education, law enforcement, religion, labor, gay and lesbian issues, metropolitan area cooperation, and others as may be deemed appropriate.
 - (2) One member of each task force may be appointed from each councilmanic district, that member to be agreed upon jointly by the councilmembers from that district. Councilmembers may recommend additional members as appropriate.
 - (3) Except as provided in subsection (c)(2) of this section, the chairperson of the commission shall appoint the chairs and members of the task forces.
 - (4) The task forces shall consist of no more than 15 members except where the commission chairperson specifically approves additional members.
 - (5) The task forces will assist the commission in the preparation of the commission's annual report to the mayor and council.
- (d) The commission is empowered to investigate hate group activity and incidents of bias crimes and work with law enforcement agencies and others to implement programs and activities to combat hate group activity and bias crimes.

- (e) The commission may seek information from any and all persons, agencies and businesses, in both the public and private sectors, to identify and investigate problems of discrimination and bias as they affect the citizens of the city either directly or indirectly.
- (f) The commission may cooperate with public and private educational institutions at primary, secondary and post-secondary levels to foster better human relations among the citizens of the city and within the metropolitan Kansas City area.
- (g) The commission may work with civil rights organizations, community organizations, law enforcement agencies, school districts and others to collect and review data relating to patterns of discrimination, bias crimes, hate group activity, and general issues of civil and human rights.
- (h) The commission may conduct studies, assemble pertinent data, implement educational programs and organize training materials for use by the commission to assist civil and human rights agencies, neighborhood organizations, educational institutions, law enforcement agencies, labor unions and businesses and others to prevent discrimination.
- (i) The commission may serve as an advocate to prevent discrimination and bias crimes.
- (j) The commission chairperson may appoint such committees from its membership or other citizens to fully effectuate the purpose of this chapter.
- (k) The commission is empowered to hold hearings regarding issues of general or specific civil and human rights affecting the citizens of the city, to review decisions of hearing examiners appointed by the city to hear charges of violations of RSMo ch. 213, to administer oaths, and to take the testimony of any person under oath.
- (l) Based upon its hearings or those held by its hearing examiners, the commission shall issue such findings as it deems appropriate under the circumstances. If the commission finds that a respondent has engaged in an unlawful discriminatory practice as defined in RSMo ch. 213, the commission shall issue and cause to be served on the respondent an order requiring the respondent to cease and desist from the unlawful discriminatory practice. The order shall require the respondent to take such affirmative action or award such relief as in the commission's judgment will implement the purposes of this chapter and of Chapter 213, RSMo, including but not limited to the assessment of civil penalties, reinstatement, back pay, making available the dwelling or public accommodation, actual damages, or any other relief that is deemed appropriate and which is consistent with Chapter 213, RSMo.
- (m) Should the respondent also be a city contractor, upon complaint by the civil rights and equal opportunity department and after hearing duly held, the commission shall make findings of fact and conclusions of law; and when it finds a breach of conditions of any contract or franchise wherein compliance with this chapter is assured, it shall make an order specifying the terms and conditions under which any contract or franchise will be continued in force, or in the alternative shall order the cancellation, termination or suspension of such contract or franchise, or order that such contractor or franchise holder be ineligible to receive any city contract or franchise for a period of one year.
- (n) The chairperson may appoint hearing review panels composed of not less three persons to review hearings conducted by a hearing examiner regarding violations of RSMo ch. 213. Panels shall be appointed on a rotating basis to ensure that all commission members have an opportunity to review recommended findings of the hearing examiner. Any member of the commission who has a conflict of interest or the appearance of a conflict of interest regarding an issue to be heard by the commission will not participate in the proceedings regarding that issue.
- (o) The commission is empowered to hold hearings, upon complaint of an aggrieved party or upon an investigation by the director to determine whether the owner, operator, agent or an employee of a business or facility within a redevelopment area is using a prohibited dress code. Based upon its hearings, or those held by its hearing examiners, the commission shall issue such findings as it deems appropriate under the circumstances. If the commission finds that the owner, operator or employee of such a business or facility has used, or is using, a prohibited dress code, and, therefore, has engaged in an unlawful discriminatory

practice as defined in RSMo ch. 213, or in section 38-113, the commission shall issue and cause to be served on the owner, operator, agent or employee an order requiring the owner, operator or employee to cease and desist from the use of the prohibited dress code. The order may also require the owner, operator, agent or employee to take further affirmative action or award such relief as in the commission's judgment will implement the purposes of this chapter and of RSMo ch. 213, including but not limited to the assessment of civil penalties, making access available to those individuals denied access to the public accommodation because of the use of a prohibited dress code, actual damages, or any other relief that is deemed appropriate and which is consistent with RSMo ch. 213, and chapter 38, Code of Ordinances.

- (p) The commission shall study, advise and make other recommendations for legislation, policies, procedures and practices of the city, other businesses entities, and other public entities as are consistent with the purposes of this chapter.

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

Secs. 38-44—38-60. Reserved.

DIVISION 3. BIAS OFFENSE REPORTING

Sec. 38-61. Reporting responsibility.

- (a) The police department of the city shall collect and maintain information relating to alleged crimes and ordinance violations occurring within the city in which the evidence of the offense indicates it was motivated by bigotry or bias related to the race, religion, sexual orientation or ethnicity of individuals or groups. For purposes of this section the following crimes and ordinance violations contained in the Code of Ordinances are included:

- (1) Section 1-17(d) General penalty; continuing violations;
- (2) Section 50-9, Stalking;
- (3) Section 50-102, Trespass generally;
- (4) Section 50-124, Institutional vandalism;
- (5) Section 50-125, Defacing property with aerosol paint and like materials;
- (6) Section 50-159, Harassment;
- (7) Section 50-164, Disorderly conduct;
- (8) Section 50-167, Disturbing the peace;
- (9) Section 50-168, Bodily injury—Attempting;
- (10) Section 50-169, Same—Inflicting;
- (11) Section 50-170, Assault on persons or on route to or from school premises; disturbing school activities;
- (12) Section 50-171, Aggravated trespass;
- (13) Section 50-261, Unlawful use of weapons—generally;
- (14) Section 64-11, Throwing missiles;
- (15) Section 64-12, Throwing objects from buildings.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-62. Reserved.

Sec. 38-63. Reporting system.

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

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

Sec. 38-64. Reserved.

Sec. 38-65. Incident reports.

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

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

Secs. 38-66—38-100. Reserved.

ARTICLE III. DISCRIMINATORY PRACTICES

DIVISION 1. IN GENERAL

Sec. 38-101. Prohibited.

- (a) Discriminatory practices, as defined in sections 38-102, 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113, are prohibited. Any person who engages in a prohibited discriminatory practice shall be guilty of an ordinance violation, punishable by a fine of not more than \$500.00, by imprisonment of not more than 180 days, or by such fine and imprisonment.

- (b) Nothing in sections 38-102, 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113 shall be read or interpreted to require the imposition of quotas or any form of affirmative action to remedy any past practices.

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

Sec. 38-102. Salary history.

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

(Ord. No. 190380 , § 1, 5-23-19)

Sec. 38-103. Employment.

- (a) It shall be unlawful for any employer, employment agency or labor organization to commit any of the following discriminatory employment practices:
 - (1) For any employer to fail or refuse to hire or promote, or to discharge, any individual or otherwise to rule or act against any individual with respect to compensation, tenure, conditions or privileges because of such individual's race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-104. Criminal records in employment.

- (a) Except as provided in subsection (b), it should be unlawful:
- (1) For an employer to base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of

a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

- (2) For an employer to inquire about an applicant's criminal history until after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (b) The requirements set forth in subsection (a) of this section do not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

(Ord. No. 180034 , § 1, 2-1-18)

Sec. 38-105. Housing.

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

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

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

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

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

Sec. 38-106. Reserved.

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

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-108. Reserved.

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

It shall be unlawful for any person to deny any other person right to membership or participation in any multiple listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting dwellings, or to discriminate against any person in terms or conditions of such access, membership or participation, on account of race, color, religion, national origin, sex, disability, marital status, familial status, sexual orientation or gender identity.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-110. Reserved.

Sec. 38-111. Additional unlawful practices.

- (a) It shall be an unlawful discriminatory practice to:

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-112. Reserved.

Sec. 38-113. Discriminatory accommodation practices.

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

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

Secs. 38-114—38-199. Reserved.

ARTICLE IV. LIVING WAGE³

³Editor's note(s)—Ord. No. 170391 , § 6, adopted May 18, 2017, and approved by voters on August 8, 2017, amended the Code by, in effect, repealing former art. IV, §§ 38-201—38-207, and adding a new art. IV. Former art. IV pertained to the city minimum wage, and derived from Ord. No. 170193 , adopted March 9, 2017.

Sec. 38-200. Authority.

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-201. Definitions.

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

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

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

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

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-202. Applicability.

- (a) This article shall be effective within the corporate limits of the city, established by article 1, section 101 of the Kansas City, Missouri Charter.
- (b) Employees of the city shall be paid the living wage established by section 38-204 of this article. However, the provisions of this subsection are expressly limited by and subject to collective bargaining agreements between the city and any bargaining unit.
- (c) As of the effective date of this article, contracts entered into by the city for services, including construction services, shall require the contractor to pay the living wage established by this article.
- (d) Businesses required by the city to have a business license from the city shall pay the living wage established by this article.
- (e) For purposes of identifying who shall be paid the living wage established by this article, all individuals employed in the corporate limits of the city, whether on a part-time, full-time or temporary basis, shall be considered to be an employee for purposes of this article. Also considered an employee for purposes of this article are contingent or contracted workers, and persons working through a temporary service, staffing or employment agency or similar entity. However, the following shall not be considered employees entitled to the living wage established by this article:
 - (1) An individual employed by the United States, the state or any political subdivision of the state other than by the city;
 - (2) An individual engaged in the activities of an educational, charitable, religious or nonprofit organization where the employer-employee relationship does not, in fact, exist or where the services rendered to such organizations are on a voluntary basis;
 - (3) Apprentices in a registered apprentice program recognized by the state or the Federal Bureau of Apprenticeship and Training, as well as any apprentice participating in an apprenticeship program

providing significant instructional and practical experience and offered by the city of Kansas City, Missouri.

- (4) Temporary employees of an educational, charitable or religious youth camp or retreat where room and board are provided to the employee, or if a day camp, where board only is provided. To qualify under this exemption the employer must hold a valid certificate issued annually by the director of the state department of labor pertaining to exemption of seasonal employees;
- (5) Any employee that is the parent, spouse, child or other member of the employer's immediate family; for purposes of this subsection, the employer shall include the principal stockholder of a family corporation;
- (6) Interns working for a business for academic credit in connection with a course of study at an accredited school, college or university; and
- (7) Persons working for a business in connection with a court-ordered community service program.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-203. Findings.

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-204. Living wage payment requirements.

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

bus persons), only the amount actually retained by each employee shall be considered part of that employee's wages.

(Ord. No. 170391 , § 6, 5-18-17)

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

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-206. Remedies and penalties.

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-207. Prospective application.

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-208. Severability.

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-209. Notice posting.

Any holder of a city business license shall, as a condition of obtaining or holding a business license, post and display in a prominent location next to its business license a notice that the business is in compliance with the provisions of this article and shall include the text of sections 38-202 and 38-204 of this article. Failure to comply

with this section shall be construed as a violation of this article and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-210. Procedure.

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

(Ord. No. 170391 , § 6, 5-18-17)

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Sec. 38-211. Effective date.

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

(Ord. No. 170391 , § 6, 5-18-17)

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Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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

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

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Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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

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Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

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

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

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

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



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: General Services

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

Executive Summary

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with KC Mothers In Charge.

Discussion

For the purpose of authorizing expenditures new or planned to conduct municipal services at the Robert J. Mohart Multipurpose FOCUS Center, 3200 Wayne Avenue, Kansas City, Missouri, 64109

Fiscal Impact

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

2. What is the funding source?

City Property and Acquisition: 24-1000-071600-457500

3. How does the legislation affect the current fiscal year?

By estimating \$8,066.96 in revenue

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

Yes. If the options to renew the lease agreement are exercised, additional revenue will be collected for the period specified in each renewal.

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

Yes



City of Kansas City, Missouri

Docket Memo

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

Additional Discussion (if needed)

This ordinance estimates additional revenue of \$8,066.96 in FY 2023-24 and may result in additional revenue in future fiscal years should the option to renew the lease agreement be exercised.

Citywide Business Plan (CWBP) Impact

View the [FY23 Citywide Business Plan](#)

Which CWBP goal is most impacted by this legislation?

Finance and Governance (Press tab after selecting.)

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

N/A

Service Level Impacts

This ordinance will increase revenue for the city and will provide KC Mothers in charge with the space needed to help those in need of their services.

City of Kansas City, Missouri

Docket Memo

Other Impacts

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

This legislation will increase access to families who are affected mentally. It will assist in helping the families of victims sleep better and have support for their loss. Allowing for greater opportunity for healing.

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

General Services collaborated extensively with KC Mothers in Charge to provide adequate space in the planning and development of this project.

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

This project is part of overall assistance to all of the affected parents, and children affected by the loss of a loved one. This in turn allows for healing to take place and the proper communication for those affected to get the resources needed to continue the healing process which will enhance the quality of life and vitality of the community. This will also help generate additional rental income for City-owned space.

4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?

Yes

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

Yes



File #: 230592

ORDINANCE NO. 230592

Sponsor: Director of General Services Department

Estimating revenue in the amount of \$29,892.71 in the General Fund; and authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with Kansas City Friends of Alvin Ailey for the purpose of office space in the Historic 18th & Vine District located at 1714 E. 18th Street, Kansas City, Missouri 64108.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the General Fund, is hereby estimated in the following amount pursuant to the Kansas City Friends of Alvin Ailey lease agreement:

24-1000-071600-457500	City Property and Acquisition	\$29,892.71
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Section 2. That the Director of General Services Department is authorized to execute a one (1) year lease agreement with two options to renew for one (1) year each, attached hereto in substantial form, with Kansas City Friends of Alvin Ailey for the purpose of the use of an office space beginning July 1, 2023, and ending June 30, 2024.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Abigail Judah

Assistant City Attorney

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

Date: 6/1/2023
Form Prepared By: Erica Wright

Contract/Project Number: N/A	Project Name: KC Friends of Alvin Ailey
Developer/Prime: N/A	Contact Information: 816-695-4119
Final Contract Value:	Project Manager: Melanie Miller

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

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

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

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

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

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with Kansas City Friends of Alvin Ailey for the purpose of office space in the Historic 18th & Vine District located at 1714 E. 18th Street, Kansas City, MO 64108.

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

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

The Document is:

Approved Disapproved

Changes Needed:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: Mark Runge Date: 6/14/2023

DocuSigned by: 6AFEC964B03641A...

Comments:



230592
LEASE AGREEMENT
[1714 E. 18th Street]

THIS LEASE is made on this _____ day of _____ 2023 by and between the **City of Kansas City, Missouri, a Missouri constitutionally chartered municipal corporation** (hereinafter called the “**Lessor**” or “**City**”), and **Kansas City Friends of Alvin Ailey**, a Missouri nonprofit corporation (hereinafter called “**Lessee**”) (Collectively, the Lessor and the Lessee may be referred to herein as the “**Parties**”). The Parties hereby agree as follows:

1. PREMISES. Lesser hereby grants to said Lessee the right to occupy and use, subject to terms and conditions hereinafter stated, the following described premises: Approximately **3685** square feet at **1714 East 18th Street, Kansas City, Jackson County, Missouri 64108**, (“**Premises**”).

2. TERM. The term of this Lease shall be for a period of one (1) year beginning **July 1, 2023, and ending June 30, 2024** (“**Term**”), with two (2) options to renew for one year each, subject to the provisions of this Lease Agreement.

3. RENT. During the Term, Lessee shall, pursuant to the Lease, pay a monthly rent of **Two Thousand Nine Hundred Eighty- Nine Dollars and Twenty- Seven cents (\$2,989.27) per month**.

The total rent due for the initial twelve (12) month Lease is **Thirty-Five Thousand Eight Hundred Seventy-One Dollars and Twenty- Six cents. (\$35,871.26)**. Future rental amounts due are outlined on the rent schedule attached hereto and incorporated herein as **Exhibit A**.¹

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

Three options for online payment:

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

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

4. USE OF PREMISES. The premises shall be used for the purpose of office space and location for a non-profit organization and no other use unless specifically authorized by the Lessor through its Director of General Services. Lessee agrees to notify the City’s Director of General Services

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

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

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

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

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

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

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

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

11. ALTERATIONS. Lessee shall not make any material alterations or additions (hereinafter "Improvements") in or to the Premises, without the prior written consent of Lessor. Such consent

shall not be unreasonably withheld. Lessee shall make or cause Lessee's Contractor to make all approved improvements in accordance with all applicable Federal, State, and Local laws.

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

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

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

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

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

Lessee shall furnish certificates including required endorsements and additional insureds as described below to the Lessor for insurance as specified herein. In the event of Lessee's failure to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. **Delivery of such certificates to Lessor shall be a condition precedent to Lessee's right to go upon the Premises.** All such insurance

policies shall provide that the City and its agencies, officials, officers, and employees when acting within the scope of their authority, will be named as additional insureds for the services under this lease. All insurance must be written by companies that have an A.M. Best rating of A-V or better, and are leased or approved by the State of Missouri to do business in Missouri. They shall require ten (10) days prior written notice to both parties hereto of any reduction in coverage or cancellation.

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

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

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

sublessees or subcontractors of any authorized or permitted act contemplated by this Agreement; or (iv) any contaminating materials in and around the subject property.

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

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

21. PUBLIC REQUIREMENTS. Lessee shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Premises or the use thereof and save Lessor harmless from expense or damage resulting from failure to do so.

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

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

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

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

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

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

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

28. WAIVER. The rights and remedies of the Lessor under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by Lessor of any breach or breaches, default, or defaults, of

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

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

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

Melanie Miller
Chief Executive Office
Kansas City Friends of Alvin Ailey
1714 E 18th Street
Kansas City, MO 64108
melanie@kcfaa.org

816) 695-4119

Addressed to Lessor:

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

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

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

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

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

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BANK]

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

LESSEE:

KANSAS CITY FRIENDS OF ALVIN AILEY,
A Missouri Nonprofit Corporation

BY: _____

Print Name: _____

Date: _____

LESSOR:

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

BY: _____

Yolanda McKinzy
Director, General Services City of Kansas City, MO

DATE: _____

APPROVED AS TO FORM

BY: _____

Abigail Judah, Assistant City Attorney

EXHIBIT A

RENT SCHEDULE

MONTH	RENT AMOUNT
INITIAL TERM: July. 1, 2023- June 30, 2024	
July 2023	\$2,989.27
August 2023	\$2,989.27
September 2023	\$2,989.27
October 2023	\$2,989.27
November 2023	\$2,989.27
December 2023	\$2,989.27
January 2024	\$2,989.27
February 2024	\$2,989.27
March 2024	\$2,989.27
April 2024	\$2,989.27
May 2024	\$2,989.27
June 2024	\$2,989.27
FIRST RENEWAL TERM: July 1, 2024- June 30, 2025	
July 2024	\$2,989.27
August 2024	\$2,989.27
September 2024	\$2,989.27
October 2024	\$2,989.27
November 2024	\$2,989.27
December 2024	\$2,989.27
January 2025	\$2,989.27
February 2025	\$2,989.27
March 2025	\$2,989.27
April 2025	\$2,989.27
May 2025	\$2,989.27
June 2025	\$2,989.27
SECOND RENEWAL TERM: July 1, 2025 – June 30th, 2026	
July 2025	\$2,989.27
August 2025	\$2,989.27
September 2025	\$2,989.27
October 2025	\$2,989.27
November 2025	\$2,989.27
December 2025	\$2,989.27
January 2026	\$2,989.27
February 2026	\$2,989.27
March 2026	\$2,989.27
April 2026	\$2,989.27
May 2026	\$2,989.27
June 2026	\$2,989.27
TOTAL: 3 YEARS (36 MONTHS)	\$35,871.26

EXHIBIT B

Chapter 38 CIVIL RIGHTS²

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

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

ARTICLE I. IN GENERAL

DIVISION 1. DEFINITIONS

Sec. 38-1. Definitions.

- (a) The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning or an alternative definition has been provided:
- (1) *Age* means an age of 40 or more years, except that it shall not be an unlawful employment practice for an employer to require the compulsory retirement of any person who has attained the age of 85 and who, for the two-year period immediately before retirement, is employed in a bona fide executive or high policymaking position, if such person is entitled to an immediate nonforfeitable annual retirement benefit from a pension, profit sharing, savings or deferred compensation plan, or any combination of such plans, of the employer, which equals, in the aggregate, at least \$344,000.00.
 - (2) *City* means the City of Kansas City, Missouri.
 - (3) *Commission* means the city human rights commission.
 - (4) *Complainant* means any person claiming injury by the alleged violation of RSMo ch. 213, or of this chapter, including persons who believe they will be injured by an unlawful discriminatory practice that is about to occur.
 - (5) *Complaint* means a verified written statement of facts and circumstances, including dates, times, places and names of persons involved in any alleged violation of any provision of RSMo ch. 213, or of this chapter.
 - (6) *Contract* means any contract to which the city shall be a contracting party, except the following:
 - a. Personal services contracts.
 - b. Emergency requisitions for goods, supplies or services.
 - c. Impressed accounts in the nature of petty cash funds.
 - d. Contract or lease, the cost of which will not exceed \$300,000.00.
 - (7) *Covered multifamily dwelling* means a building consisting of four or more units if the building has one or more elevators or a ground floor unit in a building consisting of four or more units.
 - (8) *Department* means the department of civil rights and equal opportunity.
 - (9) *Director* means the director of the civil rights and equal opportunity department or their delegate.
 - (10) *Disability* means, with respect to employment, a person who is otherwise qualified and who, with reasonable accommodation, can perform the essential functions of the job in question. Generally, a person with a disability is any person who:
 - a. Has a physical or mental impairment which substantially limits one or more major life activities;
 - b. Has a record of having such impairment; or
 - c. Is regarded as having such an impairment.
 - (11) *Dwelling* means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered

- for sale or lease for the construction or location thereon of any such building, structure or portion thereof.
- (12) *Employee* means any individual employed by an employer, but does not include an individual employed by his parents, spouse or child or any individual employed to render services as a domestic in the home of the employer.
 - (13) *Employer* includes any person employing six or more employees.
 - (14) *Employment agency* means any person, agency or organization, regularly undertaking, with or without compensation, to procure opportunities for employment or to procure, recruit, refer or place employees.
 - (15) *Familial status* means one or more individuals, who have not attained the age of 18 years, being domiciled with:
 - a. A parent or another person having legal custody of such individual or individuals; or
 - b. The designee of such parent or other person having such custody, with the written permission of such parent or other person. The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. No provision in this chapter regarding familial status shall apply to housing for older persons, as defined in section 3607 of title 42 of the United States Code Annotated.
 - (16) *Family* includes a single individual.
 - (17) *Franchise holder* means any individual, partnership, corporation, association or other entity, or any combination of such entities, holding a franchise hereafter granted or renewed by the city.
 - (18) *Gender identity* means the actual or perceived appearance, expression, identity or behavior of a person as being male or female, whether or not that appearance, expression, identity or behavior is different from that traditionally associated with the person's designated sex at birth.
 - (19) *Labor organization* means any organization which exists for the purpose in whole or in part of collective bargaining or for dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection in relation to employment.
 - (20) *Performance of work* means the furnishing of any personal service, labor, materials or equipment used in the fulfillment of a contractor's obligation under a city contract.
 - (21) *Person* includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other organizations; except the term "person" does not include any local, state or federal governmental entity.
 - (22) *Prohibited dress code* means a set of rules governing, prohibiting or limiting access to a place or business, or portion thereof, defined herein as a "public accommodation" because of any of the following:
 - a. The wearing of jewelry, the manner in which jewelry is worn or the combination of items of jewelry worn,
 - b. The wearing of a garment or headdress which is generally associated with specific religions, national origins or ancestry,
 - c. The length of the sleeve of a shirt or the leg of a pair of pants or shorts is too long, except that nothing herein shall be construed to prohibit a dress code that requires the wearing of a shirt,
 - d. The style, cut or length of a hair style,
 - e. The colors of the garments,

- f. In conjunction with a major Kansas City sporting event the wearing of athletic apparel which displays either a number, a professional or college team name or the name of a player;
 - g. The wearing of tee-shirts, except that nothing herein shall be construed to prohibit a dress code that requires such tee-shirts to have sleeves, or to prohibit a dress code that does not allow undershirts, undergarments, or tee-shirts of an inappropriate length. Designer tee-shirts, which are fitted and neat, cannot be banned.
- (23) *Public accommodation* means any place or business offering or holding out to the general public goods, services, privileges, facilities, advantages or accommodations for the peace, comfort, health, welfare and safety of the general public, or providing food, drink, shelter, recreation or amusement, including but not limited to:
- a. Any inn, hotel, motel or other establishment which provides lodging to transient guests, other than an establishment located within a building which contains not more than five rooms for rent or hire and which is actually occupied by the proprietor of such establishment as his residence.
 - b. Any restaurant, tavern, cafeteria, lunchroom, lunch counter, soda fountain or other facility principally engaged in selling food for consumption on the premises, including but not limited to any such facility located on the premises of any retail establishment.
 - c. Any gasoline station, including all facilities located on the premises of such gasoline station and made available to the patrons thereof.
 - d. Any motion picture house, theater, concert hall, sports arena, stadium or other place of exhibition or entertainment.
 - e. Any public facility owned, operated or managed by or on behalf of this city or any agency or subdivision thereof, or any public corporation; and any such facility supported in whole or in part by public funds.
 - f. Any establishment which is physically located within the premises of any establishment otherwise covered by this definition or within the premises in which is physically located any such covered establishment, and which holds itself out as serving patrons of such covered establishment.
 - g. Any institution, association, club or other entity that has over 250 members, provides regular meal service, and regularly receives payment for meals, beverages, dues, fees, the use of its facilities or services directly or indirectly from or on behalf of nonmembers in furtherance of trade or business.
- (24) *Redevelopment area* means a tax increment redevelopment area as defined in RSMo § 99.805 (11); a planned industrial expansion project area as defined in RSMo § 100.300et seq.; an urban renewal project area or land clearance project area as defined in RSMo § 99.300 et seq.; any area under the control of the port authority of Kansas City, Missouri, or subject to a contract, lease or other instrument to which the port authority is a party; or an area determined by the city to be blighted pursuant to RSMo chapter 353.
- (25) *Rent* means to lease, sublease, let or otherwise grant for a consideration the right to occupy premises not owned by the occupant.
- (26) *Respondent* means any person against whom it shall be alleged by complaint or identified during the course of an investigation that such person has violated, is violating or is about to violate any provision of RSMo chapter 213, or this chapter.
- (27) *Sex* shall include sexual harassment.
- (28) *Sexual orientation* means actual or perceived heterosexuality, homosexuality or bisexuality.

(29) *Subcontractor* means any individual, partnership, corporation, association or other entity, or other combination of such entities, which shall undertake, by virtue of a separate contract with a contractor, to fulfill all or any part of any contractor's obligation under a contract with the city, or who shall exercise any right granted to a franchise holder, and who has 50 or more employees exclusive of the parents, spouse or children or such subcontractor.

(30) *Unlawful discriminatory practice* means any discriminatory practice as defined and prohibited by sections 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113.

(Ord. No. 130041, § 5, 3-21-13; Ord. No. 180034, § 1, 2-1-18; Ord. No. 180724, § 1, 2-7-19; Ord. No. 190380, § 1, 5-23-19; Ord. No. 200837, § 1, 10-1-20; Ord. No. 210645, § 5, 8-12-21)

Secs. 38-2—38-20. Reserved.

ARTICLE II. ADMINISTRATION

DIVISION 1. ENFORCEMENT

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

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

- (1) *Rules and regulations.* To adopt, amend and enforce rules and regulations relating to any matter or thing pertaining to the administration of this chapter.
- (2) *Complaint investigation.* To receive, investigate and, upon finding probable cause on any complaint of violation of RSMo ch. 213, to bring such complaint before the human rights commission. If the director finds probable cause to believe that a violation of this chapter has occurred, he or she may refer the matter to the city counselor's office for prosecution in municipal court. Any staff assigned to assist the commission shall be supervised by the director of civil rights and equal opportunity. The director shall not have the power to process complaints of discrimination brought against the city and shall defer any such complaints to the state commission on human rights or any appropriate federal agency for processing.
- (3) *Authority regarding discrimination within city administration.* To investigate and recommend to the city manager any policy changes or specific actions that the director determines are necessary to ensure that the city administration is in compliance with the provisions of this chapter or with state and federal discrimination laws.
- (4) *Initiation of complaints.* Whenever the director has reasonable cause to believe that an unlawful discriminatory practice has occurred, he or she may initiate a complaint alleging violation of any section RSMo ch. 213, or of this chapter.
- (5) *Compliance investigation.* To investigate, survey and review any and all affirmative action programs, city contracts and franchises which are subject to this chapter and to take such action with respect thereto as shall ensure compliance with this chapter.
- (6) *Conciliation.* To attempt to eliminate any unlawful discriminatory practice or any other violation of the terms of this chapter by means of conference, conciliation, persuasion and negotiation and to enter into conciliation agreements.

- (7) *Authority to dismiss complaints.* To dismiss any complaint upon finding such complaint to be frivolous or without merit on its face or upon a finding that the allegedly unlawful discriminatory practice has been eliminated through conciliation.

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

Sec. 38-22. Reserved.

Sec. 38-23. Complaint procedure.

(a) *Filing of complaint.*

- (1) Any person claiming injury by an allegedly unlawful discriminatory practice may, by himself or by his attorney, make, sign and file a verified written complaint with the director on forms provided by the director, which shall state the name and address of the person alleged to have committed the unlawful discriminatory practice complained of and which shall set forth the particulars thereof and contain such other information as may be required by the director for the investigation of the complaint.
- (2) Any complaint filed pursuant to RSMo ch. 213, or this chapter must be filed within 180 days after the alleged unlawful discriminatory practice was committed.

(b) *Investigation.* After the filing of any complaint, the director shall:

- (1) During the period beginning with the filing of such complaint and ending with the notice of public hearing before the commission, to the extent possible, engage in conciliation with respect to such complaint. Any agreement reached during these conciliation efforts shall conform to the requirements of subsection (d) of this section.
- (2) Promptly serve notice upon the complainant acknowledging and advising the complainant of the time limits and choice of forums provided under RSMo ch. 213, and this chapter.
- (3) Promptly serve notice on the respondent or the person charged with a discriminatory practice advising of his or her procedural rights and obligations under this chapter, together with a copy of the complaint.
- (4) Commence investigation of the complaint within 30 days of the receipt of the complaint.
- (5) For housing and public accommodation complaints, complete the investigation of the complaint within 100 days unless it is impracticable. If the director is unable to complete the investigation within 100 days, the director shall notify the complainant and the respondent in writing of the reasons for not doing so.
- (6) Make final administrative disposition of a housing or public accommodations complaint within one year of the date of receipt of a complaint unless it is impracticable to do so, in which case the director shall notify the complainant and respondent in writing of the reasons for not doing so.

(c) *No probable cause finding.* If it shall be determined after such investigation that no probable cause exists for crediting the allegations of the complaint, the director shall cause to be issued and served upon all parties written notice of such determination.

(d) *Probable cause finding; conciliation.*

- (1) If it shall be determined after such investigation that probable cause exists for crediting the allegations of the complaint, the director shall immediately endeavor to eliminate the unlawful discriminatory practice complained of by conference, conciliation and persuasion. Each conciliation agreement shall include provisions requiring the respondent to refrain from the commission of such allegedly unlawful discriminatory practice in the future and may contain such further provisions as may be agreed upon by the complainant and the respondent subject to the approval of the director. The director shall not

disclose what has transpired in the course of such endeavors and shall not make or maintain a public record of such endeavors as the term "public record" is defined in RSMo ch. 610.

- (2) If the respondent, the complainant and the director agree upon conciliation terms, the director shall compile the terms of the conciliation agreement for the signature of the complainant, respondent and director. Each conciliation agreement shall be made public unless the complainant and respondent otherwise agree and the director determines that disclosure is not legally required and is not required to further the purposes of this chapter.
- (e) *Failure to conciliate; hearing or prosecution.* If the director believes that he has failed to eliminate an allegedly unlawful discriminatory practice through conciliation, he shall cause to be issued and served a written notice thereof. If the complaint alleges a discriminatory practice prohibited by this chapter, the director may refer the matter to the city counselor for possible prosecution in municipal court. If the complaint alleges a discriminatory practice prohibited by RSMo ch. 213, the director shall refer the matter to the commission for hearing.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-24. Reserved.

Sec. 38-25. Hearing or civil action.

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

require the production for examination of any books, papers or other materials relating to any matter under investigation or in question before the commission.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-26. Reserved.

Sec. 38-27. Discovery.

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-28. Reserved.

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

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-30. Reserved.

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

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

terminate or suspend the contract, or declare the contractor ineligible to receive any city contract or franchise for a period of one year, as such order may require. Willingness of the contractor to comply with such order may be evidenced by his or her written agreement to comply with the terms and conditions set forth in the order.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-32. Reserved.

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

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-34. Reserved.

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

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

(Ord. No. 130041, § 5, 3-21-13)

Secs. 38-36—38-40. Reserved.

DIVISION 2. HUMAN RIGHTS COMMISSION³

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

Sec. 38-41. Establishment; membership.

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-42. Reserved.

Sec. 38-43. Powers and duties.

- (a) The commission may adopt rules of procedure consistent with RSMo chs. 213 and 536, and this chapter.
- (b) The commission shall prepare an annual report to be presented to the mayor and council concerning the conditions of minority groups in the city, with special reference to discrimination, civil rights, human relations, hate group activity, bias crimes and bias practices and attitudes among institutions and individuals in the community. The report may also include other social and economic factors that influence conditions of minority groups, as well as the causes of these conditions and the effects and implications to minority groups and the entire city. In preparation for the report the commission may conduct hearings and conduct whatever other research is necessary. The report shall include appropriate recommendations to the mayor and the council.
- (c) The commission shall form task forces as follows:
 - (1) The commission shall form task forces including: youth, business, media, education, law enforcement, religion, labor, gay and lesbian issues, metropolitan area cooperation, and others as may be deemed appropriate.
 - (2) One member of each task force may be appointed from each councilmanic district, that member to be agreed upon jointly by the councilmembers from that district. Councilmembers may recommend additional members as appropriate.
 - (3) Except as provided in subsection (c)(2) of this section, the chairperson of the commission shall appoint the chairs and members of the task forces.
 - (4) The task forces shall consist of no more than 15 members except where the commission chairperson specifically approves additional members.
 - (5) The task forces will assist the commission in the preparation of the commission's annual report to the mayor and council.
- (d) The commission is empowered to investigate hate group activity and incidents of bias crimes and work with law enforcement agencies and others to implement programs and activities to combat hate group activity and bias crimes.

- (e) The commission may seek information from any and all persons, agencies and businesses, in both the public and private sectors, to identify and investigate problems of discrimination and bias as they affect the citizens of the city either directly or indirectly.
- (f) The commission may cooperate with public and private educational institutions at primary, secondary and post-secondary levels to foster better human relations among the citizens of the city and within the metropolitan Kansas City area.
- (g) The commission may work with civil rights organizations, community organizations, law enforcement agencies, school districts and others to collect and review data relating to patterns of discrimination, bias crimes, hate group activity, and general issues of civil and human rights.
- (h) The commission may conduct studies, assemble pertinent data, implement educational programs and organize training materials for use by the commission to assist civil and human rights agencies, neighborhood organizations, educational institutions, law enforcement agencies, labor unions and businesses and others to prevent discrimination.
- (i) The commission may serve as an advocate to prevent discrimination and bias crimes.
- (j) The commission chairperson may appoint such committees from its membership or other citizens to fully effectuate the purpose of this chapter.
- (k) The commission is empowered to hold hearings regarding issues of general or specific civil and human rights affecting the citizens of the city, to review decisions of hearing examiners appointed by the city to hear charges of violations of RSMo ch. 213, to administer oaths, and to take the testimony of any person under oath.
- (l) Based upon its hearings or those held by its hearing examiners, the commission shall issue such findings as it deems appropriate under the circumstances. If the commission finds that a respondent has engaged in an unlawful discriminatory practice as defined in RSMo ch. 213, the commission shall issue and cause to be served on the respondent an order requiring the respondent to cease and desist from the unlawful discriminatory practice. The order shall require the respondent to take such affirmative action or award such relief as in the commission's judgment will implement the purposes of this chapter and of Chapter 213, RSMo, including but not limited to the assessment of civil penalties, reinstatement, back pay, making available the dwelling or public accommodation, actual damages, or any other relief that is deemed appropriate and which is consistent with Chapter 213, RSMo.
- (m) Should the respondent also be a city contractor, upon complaint by the civil rights and equal opportunity department and after hearing duly held, the commission shall make findings of fact and conclusions of law; and when it finds a breach of conditions of any contract or franchise wherein compliance with this chapter is assured, it shall make an order specifying the terms and conditions under which any contract or franchise will be continued in force, or in the alternative shall order the cancellation, termination or suspension of such contract or franchise, or order that such contractor or franchise holder be ineligible to receive any city contract or franchise for a period of one year.
- (n) The chairperson may appoint hearing review panels composed of not less three persons to review hearings conducted by a hearing examiner regarding violations of RSMo ch. 213. Panels shall be appointed on a rotating basis to ensure that all commission members have an opportunity to review recommended findings of the hearing examiner. Any member of the commission who has a conflict of interest or the appearance of a conflict of interest regarding an issue to be heard by the commission will not participate in the proceedings regarding that issue.
- (o) The commission is empowered to hold hearings, upon complaint of an aggrieved party or upon an investigation by the director to determine whether the owner, operator, agent or an employee of a business or facility within a redevelopment area is using a prohibited dress code. Based upon its hearings, or those held by its hearing examiners, the commission shall issue such findings as it deems appropriate under the circumstances. If the commission finds that the owner, operator or employee of such a business or facility has used, or is using, a prohibited dress code, and, therefore, has engaged in an unlawful discriminatory

practice as defined in RSMo ch. 213, or in section 38-113, the commission shall issue and cause to be served on the owner, operator, agent or employee an order requiring the owner, operator or employee to cease and desist from the use of the prohibited dress code. The order may also require the owner, operator, agent or employee to take further affirmative action or award such relief as in the commission's judgment will implement the purposes of this chapter and of RSMo ch. 213, including but not limited to the assessment of civil penalties, making access available to those individuals denied access to the public accommodation because of the use of a prohibited dress code, actual damages, or any other relief that is deemed appropriate and which is consistent with RSMo ch. 213, and chapter 38, Code of Ordinances.

- (p) The commission shall study, advise and make other recommendations for legislation, policies, procedures and practices of the city, other businesses entities, and other public entities as are consistent with the purposes of this chapter.

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

Secs. 38-44—38-60. Reserved.

DIVISION 3. BIAS OFFENSE REPORTING

Sec. 38-61. Reporting responsibility.

- (a) The police department of the city shall collect and maintain information relating to alleged crimes and ordinance violations occurring within the city in which the evidence of the offense indicates it was motivated by bigotry or bias related to the race, religion, sexual orientation or ethnicity of individuals or groups. For purposes of this section the following crimes and ordinance violations contained in the Code of Ordinances are included:

- (1) Section 1-17(d) General penalty; continuing violations;
- (2) Section 50-9, Stalking;
- (3) Section 50-102, Trespass generally;
- (4) Section 50-124, Institutional vandalism;
- (5) Section 50-125, Defacing property with aerosol paint and like materials;
- (6) Section 50-159, Harassment;
- (7) Section 50-164, Disorderly conduct;
- (8) Section 50-167, Disturbing the peace;
- (9) Section 50-168, Bodily injury—Attempting;
- (10) Section 50-169, Same—Inflicting;
- (11) Section 50-170, Assault on persons or on route to or from school premises; disturbing school activities;
- (12) Section 50-171, Aggravated trespass;
- (13) Section 50-261, Unlawful use of weapons—generally;
- (14) Section 64-11, Throwing missiles;
- (15) Section 64-12, Throwing objects from buildings.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-62. Reserved.

Sec. 38-63. Reporting system.

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

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

Sec. 38-64. Reserved.

Sec. 38-65. Incident reports.

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

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

Secs. 38-66—38-100. Reserved.

ARTICLE III. DISCRIMINATORY PRACTICES

DIVISION 1. IN GENERAL

Sec. 38-101. Prohibited.

- (a) Discriminatory practices, as defined in sections 38-102, 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113, are prohibited. Any person who engages in a prohibited discriminatory practice shall be guilty of an ordinance violation, punishable by a fine of not more than \$500.00, by imprisonment of not more than 180 days, or by such fine and imprisonment.

- (b) Nothing in sections 38-102, 38-103, 38-105, 38-107, 38-109, 38-111 and 38-113 shall be read or interpreted to require the imposition of quotas or any form of affirmative action to remedy any past practices.

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

Sec. 38-102. Salary history.

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

(Ord. No. 190380 , § 1, 5-23-19)

Sec. 38-103. Employment.

- (a) It shall be unlawful for any employer, employment agency or labor organization to commit any of the following discriminatory employment practices:
 - (1) For any employer to fail or refuse to hire or promote, or to discharge, any individual or otherwise to rule or act against any individual with respect to compensation, tenure, conditions or privileges because of such individual's race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age.

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-104. Criminal records in employment.

- (a) Except as provided in subsection (b), it should be unlawful:
- (1) For an employer to base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of

a criminal record and that the record was reasonably related to the duties and responsibilities of the position.

- (2) For an employer to inquire about an applicant's criminal history until after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- (b) The requirements set forth in subsection (a) of this section do not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

(Ord. No. 180034 , § 1, 2-1-18)

Sec. 38-105. Housing.

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

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

Compliance with the appropriate requirements of the American National Standard for buildings and facilities providing accessibility and usability for physically disabled persons, commonly cited as ANSI A117.1, suffices to satisfy that the requirements of subsection (b)(3)a of this section are met.

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

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

Sec. 38-106. Reserved.

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

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-108. Reserved.

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

It shall be unlawful for any person to deny any other person right to membership or participation in any multiple listing service, real estate brokers' organization or other service, organization or facility relating to the business of selling or renting dwellings, or to discriminate against any person in terms or conditions of such access, membership or participation, on account of race, color, religion, national origin, sex, disability, marital status, familial status, sexual orientation or gender identity.

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-110. Reserved.

Sec. 38-111. Additional unlawful practices.

- (a) It shall be an unlawful discriminatory practice to:

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

(Ord. No. 130041, § 5, 3-21-13)

Sec. 38-112. Reserved.

Sec. 38-113. Discriminatory accommodation practices.

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

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

Secs. 38-114—38-199. Reserved.

ARTICLE IV. LIVING WAGE⁴

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

Sec. 38-200. Authority.

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-201. Definitions.

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

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

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

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

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-202. Applicability.

- (a) This article shall be effective within the corporate limits of the city, established by article 1, section 101 of the Kansas City, Missouri Charter.
- (b) Employees of the city shall be paid the living wage established by section 38-204 of this article. However, the provisions of this subsection are expressly limited by and subject to collective bargaining agreements between the city and any bargaining unit.
- (c) As of the effective date of this article, contracts entered into by the city for services, including construction services, shall require the contractor to pay the living wage established by this article.
- (d) Businesses required by the city to have a business license from the city shall pay the living wage established by this article.
- (e) For purposes of identifying who shall be paid the living wage established by this article, all individuals employed in the corporate limits of the city, whether on a part-time, full-time or temporary basis, shall be considered to be an employee for purposes of this article. Also considered an employee for purposes of this article are contingent or contracted workers, and persons working through a temporary service, staffing or employment agency or similar entity. However, the following shall not be considered employees entitled to the living wage established by this article:
 - (1) An individual employed by the United States, the state or any political subdivision of the state other than by the city;
 - (2) An individual engaged in the activities of an educational, charitable, religious or nonprofit organization where the employer-employee relationship does not, in fact, exist or where the services rendered to such organizations are on a voluntary basis;
 - (3) Apprentices in a registered apprentice program recognized by the state or the Federal Bureau of Apprenticeship and Training, as well as any apprentice participating in an apprenticeship program

providing significant instructional and practical experience and offered by the city of Kansas City, Missouri.

- (4) Temporary employees of an educational, charitable or religious youth camp or retreat where room and board are provided to the employee, or if a day camp, where board only is provided. To qualify under this exemption the employer must hold a valid certificate issued annually by the director of the state department of labor pertaining to exemption of seasonal employees;
- (5) Any employee that is the parent, spouse, child or other member of the employer's immediate family; for purposes of this subsection, the employer shall include the principal stockholder of a family corporation;
- (6) Interns working for a business for academic credit in connection with a course of study at an accredited school, college or university; and
- (7) Persons working for a business in connection with a court-ordered community service program.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-203. Findings.

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-204. Living wage payment requirements.

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

bus persons), only the amount actually retained by each employee shall be considered part of that employee's wages.

(Ord. No. 170391 , § 6, 5-18-17)

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

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-206. Remedies and penalties.

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-207. Prospective application.

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-208. Severability.

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

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-209. Notice posting.

Any holder of a city business license shall, as a condition of obtaining or holding a business license, post and display in a prominent location next to its business license a notice that the business is in compliance with the provisions of this article and shall include the text of sections 38-202 and 38-204 of this article. Failure to comply

with this section shall be construed as a violation of this article and, in addition, shall be considered grounds for suspension, revocation, or termination of the business license.

(Ord. No. 170391 , § 6, 5-18-17)

Sec. 38-210. Procedure.

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

(Ord. No. 170391 , § 6, 5-18-17)

Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

Sec. 38-211. Effective date.

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

(Ord. No. 170391 , § 6, 5-18-17)

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

Ban the Box in Hiring and Promotion.

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

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

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

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

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Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances

programs and activities regardless of the funding source.

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

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

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

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

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

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

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

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

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

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

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

RSMo even if Contractor fails to notify the City.

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City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: General Services

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

Executive Summary

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with KC Friends of Alvin Ailey.

Discussion

For the purpose of authorizing expenditures new or planned to conduct municipal services and for the purpose of office space in the Historic 18th & Vine District located at 1714 E. 18th Street, Kansas City, MO 64108.

Fiscal Impact

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

2. What is the funding source?

City Property and Acquisition: 24-1000-071600-457500

3. How does the legislation affect the current fiscal year?

By estimating \$29,892.71 of revenue in the General Fund

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

Yes. There will be a total of \$29,892.71 in revenue earned after the execution of the lease in FY 2023-24 and \$5,978.54 will be collected in FY 2024-25. There is the potential for further revenue to be generated if the options to renew the lease agreement are exercised.

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

Yes



City of Kansas City, Missouri

Docket Memo

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

Additional Discussion (if needed)

This ordinance estimates \$29,892.71 in revenue in the General Fund for FY 2023-24 and may result in revenue in future fiscal years if the options to renew are exercised.

Citywide Business Plan (CWBP) Impact

View the [FY23 Citywide Business Plan](#)

Which CWBP goal is most impacted by this legislation?

Finance and Governance (Press tab after selecting.)

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

N/A

City of Kansas City, Missouri

Docket Memo

Service Level Impacts

This ordinance will increase revenue for the city and will provide KC Friends of Alvin Ailey with the space needed to help those in need of their services.

Other Impacts

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

This legislation will increase access to families to further the pioneering vision of the choreographer, dancer, and cultural leader Alvin Ailey by building an extended cultural community which provides dance performances, training and education, and community programs for all people.

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

I collaborated extensively with KC Friends of Alvin Ailey to provide adequate space in the planning and development of this project.

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

This project plays a crucial social role, using the beauty and humanity of the African-American heritage and other cultures to unite people of all races, ages and backgrounds through the universal language of dance, rooted in African-American tradition.

4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled “Civil Rights”)?

Yes

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled “Contracts and Leases”)?

Yes

ORDINANCE NO. 230592

Sponsor: Director of General Services

Estimating revenue in the amount of \$29,892.71 in the General Fund; and authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with Kansas City Friends of Alvin Ailey for the purpose of office space in the Historic 18th & Vine District located at 1714 E. 18th Street, Kansas City, MO 64108.

Section 1. That the revenue in the following account of the General Fund, is hereby estimated in the following amount pursuant to the Kansas City Friends of Alvin Ailey lease agreement:

24-1000-071600-457500	City Property and Acquisition	\$29,892.71
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Section 2. That the Director of General Services Department is authorized to execute a one (1) year lease agreement with two options to renew for one (1) year each, attached hereto in substantial form, with Kansas City Friends of Alvin Ailey for the purpose of the use of an office space beginning July 1, 2023, and ending June 30, 2024.

Approved as to form:

Abigail Judah
Assistant City Attorney



File #: 230594

ORDINANCE NO. 230594

Sponsor: Director of Convention and Entertainment Facilities Department

Authorizing the Director of Convention and Entertainment Facilities to execute the second of five (5) additional one (1) year renewal periods for the Temporary Utility Services Agreement with Smart City of Kansas City, LLC, to provide communication and utility services at the Convention and Entertainment Facilities; authorizing the Director to exercise the City's additional three (3) one (1) year renewal options after obtaining City Council authorization; and directing the Director to report annually on Smart City of Kansas City, LLC's performance under the Agreement prior to exercising any options to renew.

WHEREAS, the City Council passed Ordinance No. 210530 authorizing the Director of Convention and Entertainment Facilities to enter into a Temporary Utilities Services Agreement with Smart City of Kansas City, LLC, to provide communication and utility services at the Convention and Entertainment Facilities; and

WHEREAS, the Agreement was authorized for one (1) year with an additional one (1) year renewal option without prior approval from the City Council and four (4) additional one (1) year renewal options with City Council approval; and

WHEREAS, the Director is seeking authorization to execute the first of the four (4) additional one (1) year renewal options; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Convention and Entertainment Facilities is authorized to execute the second of five (5) additional one (1) year renewal periods for the Temporary Utilities Services Agreement with Smart City of Kansas City, LLC, to provide communication and utility services at the Convention and Entertainment Facilities.

Section 2. That the City Council may authorize the Director of Convention and Entertainment Facilities to execute up to three (3) additional one (1) year renewal periods with Smart City of Kansas City, LLC, to provide communication and utility services at the Convention and Entertainment Facilities.

Section 3. That the Director of Convention and Entertainment Facilities shall report on Smart City of Kansas City, LLC's performance under the Agreement to the Finance,

Governance, and Public Safety Committee prior to the City's approval of any of the one year renewal periods.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form:

Lana K. Torczon
Senior Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: Convention and Entertainment

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

Executive Summary

Authorizing the Director of Convention and Entertainment Facilities to execute the second of five (5) additional one (1) year renewal periods for the Temporary Utility Services Agreement with Smart City of Kansas City, LLC, to provide communication and utility services at the Convention and Entertainment Facilities; authorizing the Director to exercise the City’s additional three (3) one (1) year renewal options after obtaining City Council authorization; and directing the Director to report annually on Smart City of Kansas City, LLC’s performance under the Agreement prior to exercising any options to renew.

Discussion

This legislation authorizes the Director of Convention and Entertainment Facilities to exercise the second of five renewals for the Temporary Utility Services Concession Agreement with Smart City of Kansas City, LLC. Ordinance 210530 authorized the original term and the first renewal; the ordinance further states that renewals two through five be authorized by City Council. The Temporary Utility Services Concession Agreement is a revenue contract between the City and the exclusive provider of temporary telephone service, wired and wireless internet, and utility connections to users of the City’s Convention and Entertainment Facilities.

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?

This legislation authorizes the Convention and Entertainment Facilities Department to continue the agreement for temporary utility services in the facilities and to generate revenue estimated in the FY2023-24 adopted budget.

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

N/A



City of Kansas City, Missouri

Docket Memo

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

This legislation does generate revenue, however, it was already estimated with the FY2023-24 adopted budget.

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

View the [FY23 Citywide Business Plan](#)

Which CWBP goal is most impacted by this legislation?

Finance and Governance (Press tab after selecting.)

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

Ordinance 210530

City of Kansas City, Missouri

Docket Memo

Service Level Impacts

The Temporary Utility Services Concession Agreement between the City and Smart City of Kansas City, LLC, names Smart City as the exclusive provider of telephone services, wired and wireless internet, and temporary utility connections to the users of the Convention and Entertainment Facilities. The renewal of the Agreement allows the contractor to continue providing these essential services to the customers and users of the Convention Center, Municipal Auditorium, and the American Royal Center. This renewal will also generate revenue for the 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?
N/A
4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?
Yes
5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?
Yes



File #: 230614

ORDINANCE NO. 230614

Sponsor: Mayor Quinton Lucas

Amending Ordinance No. 221048, which sets the Council’s schedule for 2023, by repealing and replacing Section 1 to add additional weeks for cancelling the City Council standing committee meetings and business and legislative sessions for the weeks of July 17, 2023, July 24, 2023, August 28, 2023, September 4, 2023, October 16, 2023, October 30, 2023, November 13, 2023, November 20, 2023, December 18, 2023, and December 25, 2023.

WHEREAS, Ordinance No. 221048 was passed on December 15, 2022, to establish the Council’s schedule for the year of 2023 by cancelling the City Council standing committee meetings and business and legislative sessions for the weeks of March 27, 2023, May 29, 2023, July 3, 2023, July 17, 2023, July 24, 2023, August 28, 2023, September 4, 2023, November 13, 2023, November 20, 2023, December 18, 2023 and December 25, 2023; and

WHEREAS, the Council desires to amend its schedule by also cancelling the standing committee meetings and business and legislative sessions for the weeks of September 18, 2023, October 16, 2023, and October 30, 2023; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section A. That Ordinance No. 221048 is hereby amended by repealing Section 1 and enacting in lieu thereof a new Section 1 to read as follows:

Section 1. That the City Council standing committee meetings and business and legislative sessions for the weeks of July 17, 2023, July 24, 2023, August 28, 2023, September 4, 2023, September 18, 2023, October 16, 2023, October 30, 2023, November 13, 2023, November 20, 2023, December 18, 2023, and December 25, 2023, are hereby cancelled.

..end

Approved as to form:

Lana K. Torczon

Senior Associate City Attorney



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: Mayor/Council's Office

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 Ordinance No. 221048, which sets the Council’s schedule for 2023, by repealing and replacing Section 1 to add additional weeks for cancelling the City Council standing committee meetings and business and legislative sessions for the weeks of July 17, 2023, July 24, 2023, August 28, 2023, September 4, 2023, October 16, 2023, October 30, 2023, November 13, 2023, November 20, 2023, December 18, 2023, and December 25, 2023.

Discussion

This legislation does not have a fiscal impact.

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 fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.

N/A

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

N/A

Office of Management and Budget Review

(OMB Staff will complete this section.)

City of Kansas City, Missouri



Docket Memo

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

Additional Discussion (if needed)

Click or tap here to enter text.

Citywide Business Plan (CWBP) Impact

View the [FY23 Citywide Business Plan](#)

Which CWBP goal is most impacted by this legislation?

Finance and Governance (Press tab after selecting.)

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

Ordinance No. 221048.

Service Level Impacts

Other Impacts

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

N/A

City of Kansas City, Missouri



Docket Memo

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 the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?

N/A

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

N/A



File #: 230617

ORDINANCE NO. 230617

Sponsor: City Manager

Authorizing the Director of Public Works to enter into an Agreement with the Tax Increment Finance Commission for construction of curbs and sidewalks along N. Holmes Road between Greenfield and 42nd Street and for intersection improvements at N.E. 48th Street and Vivion Road; estimating and appropriating revenues in the amount of \$550,000.00; and recognizing an accelerated effective date.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Director of Public Works is hereby authorized to enter into an Agreement with the Tax Increment Finance Commission of Kansas City for the construction of curbs and sidewalks along N. Holmes Road between Greenfield and 42nd Street and for improvements at the intersection of N.E. 48th Street and Vivion Road, which improvements are identified and approved as part of the 12th Amendment of the N. Oak Tax Increment Financing Plan.

Section 2. That revenues in the following accounts of the Capital Improvement Fund are hereby estimated in the following amounts:

24-3090-890001-485380-89060545	N. Holmes – Greenfield to 42nd	\$200,000.00
24-3090-890001-485380-89008267	N.E. Vivion Road	<u>350,000.00</u>
	TOTAL	\$550,000.00

Section 3. That the appropriation in the following accounts of the Capital Improvements Fund are hereby increased in the following amounts:

24-3090-895914-B-89060545	N Holmes – Greenfield to 42nd	\$200,000.00
24-3090-895914-B-89008267	N.E. Vivion Road	<u>350,000.00</u>
	TOTAL	\$550,000.00

Section 3. That this ordinance, relating to the design, repair, maintenance or construction of a public improvement, is hereby recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(D) of the City Charter and shall take effect in accordance with Section 503 of the City Charter.

..end

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

Tammy Queen
Director of Finance

Approved as to form:

Dustin E. Johnson
Associate City Attorney

There
was
no
Docket
Memo
Provided
For
Ordinance
230617



File #: 230620

RESOLUTION NO. 230620

Sponsor: Mayor Quinton Lucas

RESOLUTION - Directing the City Manager to solicit proposals for the necessary technology and equipment to establish an in-house 911 call center and report back to the City Council within 45 days on the actions needed to effectuate this change.

WHEREAS, a fast response to 911 calls is a core, life-saving public service; and

WHEREAS, the National Emergency Number Association has set the National Call Answering Standard as 90% of calls should be answered within 15 seconds; and

WHEREAS, waiting times for 911 calls made in Kansas City are longer than ever, with fewer than 41 percent of 911 calls to the Kansas City Police Department answered within 15 seconds in the past month; and

WHEREAS, strong local oversight and decision-making of emergency services, including 911 call centers, is important for effective service delivery that is accountable to Kansas Citizens; and

WHEREAS, due to 911 call-service consolidation, improvements to 911 call center operations currently require approval by regional stakeholders; and

WHEREAS, it is a common practice for cities to operate their own 911 call centers;
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF KANSAS CITY:

That the City Manager is directed to solicit proposals for the necessary technology and equipment to establish an in-house 911 call center and report back to the City Council within 45 days on the actions needed to effectuate this change.

..end



City of Kansas City, Missouri

Docket Memo

Ordinance/Resolution #

Submitted Department/Preparer: Mayor/Council's Office

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

Directing the City Manager to solicit proposals for the necessary technology and equipment to establish an in-house 911 call center and report back to the City Council within 45 days on the actions needed to effectuate this change.

Discussion

Fiscal Impact

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

2. What is the funding source?

The funding source of this legislation has not yet been determined.

3. How does the legislation affect the current fiscal year?

The total fiscal impact of this legislation will be determined upon the submittal of proposals.

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

The purchase of equipment will be a one-time cost, however maintenance of this equipment will be ongoing for the life of the equipment.

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.)

City of Kansas City, Missouri



Docket Memo

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

Additional Discussion (if needed)

The funding source of this legislation has not yet been determined.

Citywide Business Plan (CWBP) Impact

View the [FY23 Citywide Business Plan](#)

Which CWBP goal is most impacted by this legislation?

Public Safety (Press tab after selecting.)

Which objectives are impacted by this legislation (select all that apply):

- Reduce violent crime among all age groups, placing an emphasis on young offenders
- Evaluate and identify areas of opportunity in the emergency response delivery system to ensure the best possible patient outcome
- Improve the diversity of employee recruitment, succession planning, and retention in the Police and Fire Departments
- Increase effectiveness and efficiencies of operations at Municipal Court and work to achieve the best possible outcomes for those served
-
-

Prior Legislation

Click or tap here to enter text.

Service Level Impacts

Waiting times for 911 calls made in Kansas City are longer than ever, with fewer than 41 percent of 911 calls to the Kansas City Police Department answered within 15 seconds in the past month.

Other Impacts



City of Kansas City, Missouri

Docket Memo

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

A fast response to 911 calls is a core, life-saving public service.

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

Due to 911 call-service consolidation, improvements to 911 call center operations currently require approval by regional stakeholders.

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

N/A

4. Does the ordinance/resolution include Civil Rights antidiscrimination requirements in compliance with the Code of Ordinances (Chapter 38, titled "Civil Rights")?

N/A

5. Has the ordinance/resolution been submitted for review of economic equity & inclusion requirements in compliance with the Code of Ordinances (Chapter 3, titled "Contracts and Leases")?

N/A



File #: 230623

RESOLUTION NO. 230623

Sponsor: Councilmember Melissa Robinson

RESOLUTION - Directing the City Manager to identify a funding plan to increase Aim 4 Peace annual funding allocations to \$1.6 million; and directing the City Manager to report back to the City Council in 14 days.

WHEREAS, the City Council wants to use every tool possible to reduce crime and improve the lives of residents; and

WHEREAS, while the budget has been approved, more work still needs to be done in the areas of crime prevention and reduction; and

WHEREAS, on April 4, 2023, the qualified voters of the City authorized the imposition of a 3% sales tax on the tangible personal property retail sales of recreational (non-medicinal) adult use marijuana; and

WHEREAS, in Resolution No. 230159, the City Council declared its intent to use revenue generated by the tax for the purposes of trash pick-up, neighborhood clean-up, homelessness response efforts, and violence prevention efforts; and

WHEREAS, in Ordinance No. 230362, the City Council imposed the adult use marijuana sales tax and stated that one-third of the revenue shall be used for violence prevention efforts via the Health Department; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby directed to identify a funding plan to increase Aim 4 Peace annual funding allocations to \$1.6 million.

Section 2. That the City Manager is hereby directed to report back to the City Council in 14 days.

..end

There
was
no
Docket
Memo
Provided
For
Resolution
230623



File #: 230624

RESOLUTION NO. 230624

Sponsor: Councilmember Melissa Robinson

RESOLUTION - Directing the City Manager to develop a funding plan to increase the City's contribution into the Employee Retirement System by \$200 per month per employee; and establishing reporting requirements.

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is directed to develop a funding plan utilizing the quarterly budget analysis to increase the City's contribution to the Employee Retirement System by \$200.00 per month per employee.

Section 2. The City Manager shall provide a report to the City Council by August 18, 2023 on the funding plan and feasibility of implementing the increase in Section 1, and if it is determined to not be feasible at that time, shall continue to report to the City Council within two weeks of the end of each quarter on the feasibility of implementation until implemented. If the increase in the City's contribution is not implemented in Fiscal Year 2023-24, the City Manager shall include such increase in the budget recommendation to Council for the Fiscal Year 2024-25.

..end

There
was
no
Docket
Memo
Provided
For
Resolution
230624

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

Date: 6/1/2023
Form Prepared By: Erica Wright

Contract/Project Number: N/A	Project Name: KC Friends of Alvin Ailey
Developer/Prime: N/A	Contact Information: 816-695-4119
Final Contract Value:	Project Manager: Melanie Miller

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

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

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

Prevailing Wage: Yes No

Davis-Bacon: Yes No

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

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

Contract Type:

Construction Design-Build Design Professional Professional Services

General Service Concession Other Goods & Services Non-Municipal Agency

Co-Operative Revenue Sharing Facilities Maintenance/Repair/Renovation

Other:

Additional Information:
Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year each with Kansas City Friends of Alvin Ailey for the purpose of office space in the Historic 18th & Vine District located at 1714 E. 18th Street, Kansas City, MO 64108.

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

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

The Document is:

Approved Disapproved

Changes Needed:

Federal Provisions Included:

Approved Disapproved Not Applicable

CREO Signature: Mark Runge Date: 6/14/2023
DocuSigned by: 6AFEC964B03641A...

Comments: