



# Kansas City

414 E. 12th Street  
Kansas City, MO 64106

## Agenda

### Finance, Governance and Public Safety Committee

Chairperson Andrea Bough

Vice Chair Quinton Lucas

Councilmember Crispin Rea

Councilmember Darrell Curls

Councilmember Wes Rogers

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**Tuesday, February 10, 2026**

**10:30 AM**

**26th Floor, Council Chamber**

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

#### PUBLIC OBSERVANCE OF MEETINGS

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

Any closed session may be held via teleconference.

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

Applicants and citizens wishing to participate have the option of attending each meeting or they may do so through the videoconference platform ZOOM, using this link:

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

\*\*\*Public Testimony is Limited to 2 Minutes\*\*\*

#### Consent Agenda

**260177** Sponsor: City Manager's Office

Determining that the Metro North Crossing Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein

**Attachments:** [Metro North Crossing TIF - Progress Report 2026 - Docket](#)  
[Memo](#)  
[Metro North Crossing TIF - Progress Report 2026 - Presentation](#)

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**260178** Sponsor: City Manager's Office

Determining that the Overlook Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

**Attachments:** [Overlook TIF - Progress Report 2026 - Docket Memo](#)  
[Overlook TIF - Progress Report 2026 - Presentation](#)

**260179** Sponsor: City Manager's Office

Determining that the Baltimore Place Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

**Attachments:** [Baltimore Place TIF - Progress Report 2026 - Docket Memo](#)  
[Baltimore Place TIF - Progress Report 2026 - Presentation](#)

**260180** Sponsor: City Manager's Office

Determining that the 811 Main Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

**Attachments:** [811 Main TIF - Progress Report 2026 - Docket Memo](#)  
[811 Main TIF - Progress Report 2026 - Presentation](#)

#### First Readings

**260064** Sponsor: Mayor Quinton Lucas

Authorizing the City and the Parks and Recreation Department to enter into a Kansas City Riverfront Park Lease Agreement with the Port Authority of Kansas City for the purpose of furthering the development and maintenance of additional recreational space on the Kansas City Riverfront.

**Attachments:** [260064bPort KC Docket Memo](#)  
[Temporary Access Agreement - Riverfront Park](#)

[260183](#) Sponsor: City Manager's Office

Authorizing the City Manager to submit a Better Utilizing Investments to Leverage Development (BUILD) grant application to the United States Department of Transportation for an amount up to \$25,000,000.00 to fund the Roy Blunt Luminary Park project ("Project") in Kansas City, Missouri; and authorizing the City Manager to execute any related agreements in the event that the application is approved.

**Attachments:** [RBLP BUILD Grant App Docket Memo 0.2.1](#)

[260191](#) Sponsor: Mayor Quinton Lucas

Estimating revenue and appropriating \$11,868,979.00 in the Police Grants Fund for the FY26 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program; designating requisitioning authority; and recognizing this ordinance as having an accelerated effective date.

[260192](#) Sponsor: Councilperson Crispin Rea

Authorizing the City Manager to enter into a Tax Redirection Agreement with HS KC PLAZA, LLC for the purpose of supporting the renovation of the Seville Plaza Hotel.

**Attachments:** [Seville Plaza Hotel - Tax Redirection Agreement 020526](#)  
[No Docket Memo 260192](#)

HELD IN COMMITTEE

[250553](#) Sponsor: Mayor Quinton Lucas

RESOLUTION - Directing the City Manager to develop an Office of Grants Management and develop standardized grant policies and procedures with a report back to Council within 90 days.

**Attachments:** [No Docket Memo 7.29.2025](#)

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**251028** Sponsor: Mayor Quinton Lucas and Councilmembers Nathan Willett and Johnathan Duncan, and Darrell Curls

Amending Chapter 50, Code of Ordinances, by enacting a new section 50-206 and 50-207 for the purpose of prohibiting the sale of certain psychoactive substances and dangerous chemical inhalants within the city.

**Attachments:** [Docket Memo 251028 AJB 12.8.25](#)

**260066** Sponsor: Mayor Quinton Lucas

Establishing the Economic Development Oversight Board, also known as the Super Board, to coordinate policies between various economic development entities; and establishing an effective date.

**Attachments:** [Docket Memo 0.2.1 260066](#)

**260067** Sponsor: Mayor Quinton Lucas

Establishing administrative processes for awarding standard incentive packages to residential, office, and industrial developments that meet certain criterial and directing the City Manager and the Director of Finance to take certain acts to implement the standard incentive packages.

**Attachments:** [Docket Memo Ord 260067](#)

**260071** Sponsor: Mayor Quinton Lucas

RESOLUTION - Directing the City Manager to review site, design, and acquisition matters for the purpose of designing and constructing a Midtown Justice Campus, a co-location of the Kansas City Police Department Central Patrol Division and the Community Resource Center, and report back to City Council within 30 days.

**Attachments:** [Docket Memo Ord 260071](#)

**260072** Sponsor: Mayor Quinton Lucas

Amending Chapter 2, Code of Ordinances, Administration, by adding a new Section 2-11 establishing policies for Sister City and Friendship City relationships; requiring annual reporting to City Council; and aligning future Sister City designations to one city per country.

**Attachments:** [Docket Memo 260072 BB edits](#)

## ADDITIONAL BUSINESS

1. Staff from the Finance Department will present the results of the independent audit for the fiscal year ending April 30, 2025, including the Annual Comprehensive Financial Report, Popular Annual Financial Report, and Uniform Guidance Report.

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

3. Closed Session

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

3. Those who wish to comment on proposed ordinances can email written testimony to [public.testimony@kcmo.org](mailto:public.testimony@kcmo.org).

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

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

- Livestream on the city's website at [www.kcmo.gov](http://www.kcmo.gov)
- Livestream on the city's YouTube channel at <https://www.youtube.com/watch?v=3hOuBlg4fok>
- Watch Channel 2 on your cable system. The channel is available through Time Warner

Cable (channel 2 or 98.2), AT&T U-verse (channel 99 then select Kansas City) and Google Fiber on Channel 142.

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

[http://kansascity.granicus.com/ViewPublisher.php?view\\_id=2](http://kansascity.granicus.com/ViewPublisher.php?view_id=2)

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

Adjournment



# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #:** 260177

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### ORDINANCE NO. 260177

Sponsor: City Manager's Office

Determining that the Metro North Crossing Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein

WHEREAS, the Metro North Crossing Tax Increment Financing Plan (the "Plan") was approved by the City Council on December 10, 2015, by Ordinance No. 151011; and

WHEREAS, Section 99.865.3, RSMo., provides that five years after the establishment of a redevelopment plan and every five years thereafter, the Council shall hold a public hearing regarding those redevelopment plans and projects created pursuant to Sections 99.800 to 99.865, RSMo., to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects; and

WHEREAS, after proper notice, the Council has held such public hearing and received information on the progress of the Plan; NOW, THEREFORE,

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

Section 1. That Council hereby determines that the Metro North Crossing Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the projects therein.

..end

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Approved as to form:

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Emalea Kohler  
Associate City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260177

Submitted Department/Preparer: Please Select

Revised 6/10/24

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

### Executive Summary

Determining that the Metro North Crossing Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects.

### Discussion

The Redevelopment Plan Area is a 92.21 acre area that is generally bounded by 88<sup>th</sup> Street to the North, Wyandotte Street to the East, Barry Road to the South, and US Highway 169/North Summit Avenue all in Kansas City, Clay County, Missouri.

The Plan provides for the partial demolition of approx. 896,874 sq. ft. of the existing Metro North Mall and, in its place, the development of a substantially-sized courtyard/gathering area for community events, approx. 826,175 sq. ft. of retail space, approx. 60,000 sq. ft. of office space, 15- units of multi-family residential housing, a 100 room limited services hotel and approx. 4,750 parking spaces and public infrastructure improvements, which may consist of streetscape, signage, signaling, sidewalks and curbs and other related public infrastructure improvements that support and enhance the Project Improvements.

### Fiscal Impact

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

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

N/A

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

N/A

### **Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

2. This fund has a structural imbalance.  Yes  No

3. Account string has been verified/confirmed.  Yes  No

### **Additional Discussion (if needed)**

This legislation does not appropriate funds

### **Citywide Business Plan (CWBP) Impact**

1. View the [Adopted 2025-2029 Citywide Business Plan](#)

2. Which CWBP goal is most impacted by this legislation?

Inclusive Growth and Development (Press tab after selecting.)

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

- Align the City's economic development strategies with the objectives of the City Council to ensure attention on areas traditionally underserved by economic development and redevelopment efforts.
- Ensure quality, lasting development of new growth.
- Increase and support local workforce development and minority, women, and locally owned businesses.
- Create a solutions-oriented culture to foster a more welcoming business environment.
- Leverage existing institutional assets to maintain and grow Kansas City's position as an economic hub in the Central United States.
-

## Prior Legislation

Metro North Crossing	Plan Approval	Clay	151011	12/10/15
Metro North Crossing	1st Amendment		180020	2/1/18
Metro North Crossing	2nd Amendment		190895	11/7/19
Metro North Crossing	3rd Amendment		210935	10/21/21
Metro North Crossing	Project 1		151012	12/19/19
Metro North Crossing	Project 2		190992	12/19/19
Metro North Crossing	Project 3		190993	12/19/19
Metro North Crossing	Project 4		190994	12/19/19
Metro North Crossing	Project 5		220881	10/6/22
Metro North Crossing	Project 6		210933	10/21/21
Metro North Crossing	Project 7		210934	10/21/21

## Service Level Impacts

N/A

## Other Impacts

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

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

3. How does this legislation contribute to a sustainable Kansas City?  
Acknowledging the continued sustainability of the TIF Plan/Projects

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

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

No(Press tab after selecting)

# Metro North Crossing TIF Plan

## Five-Year Progress Report

February 2026

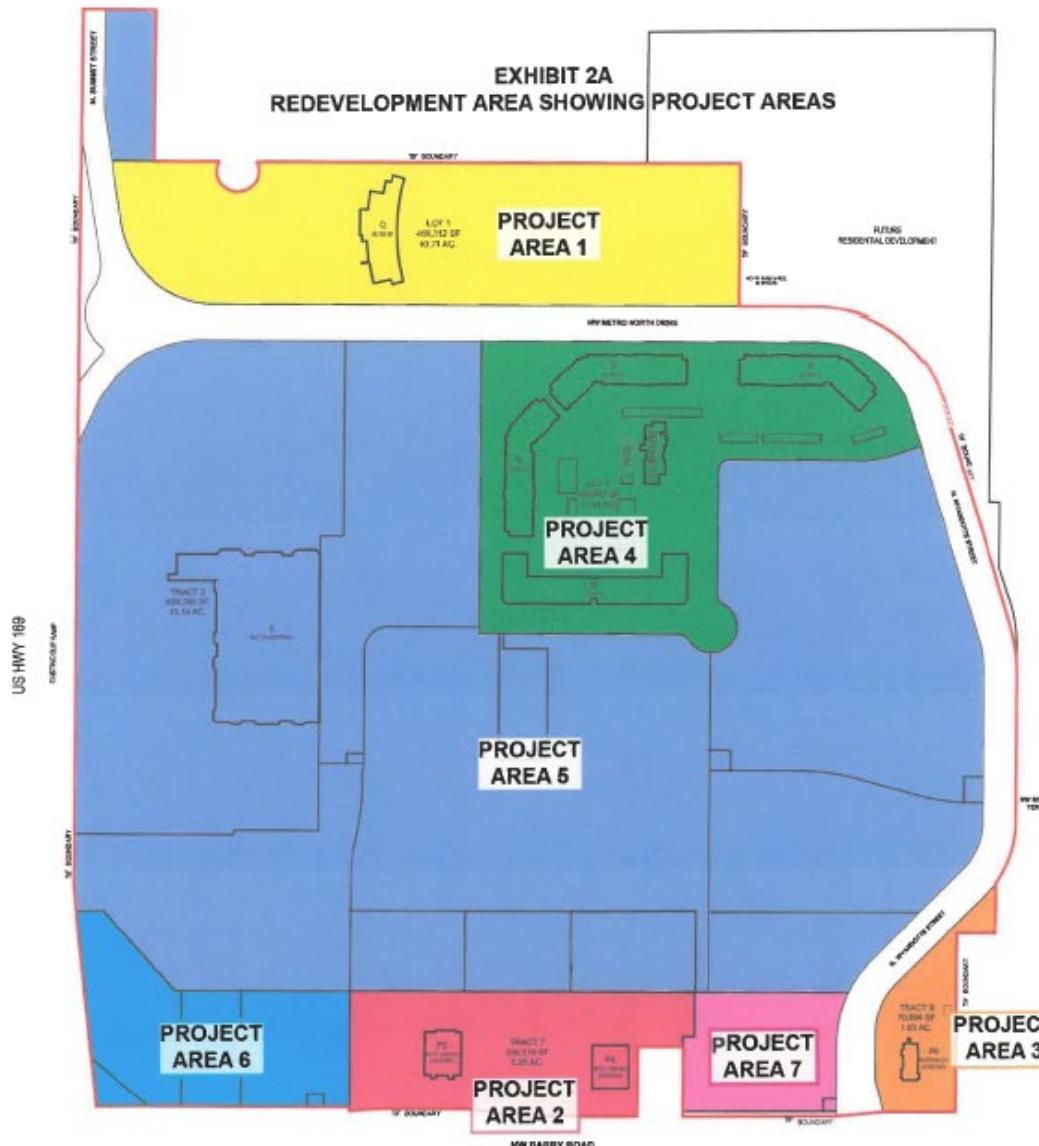


# Metro North Crossing TIF Plan

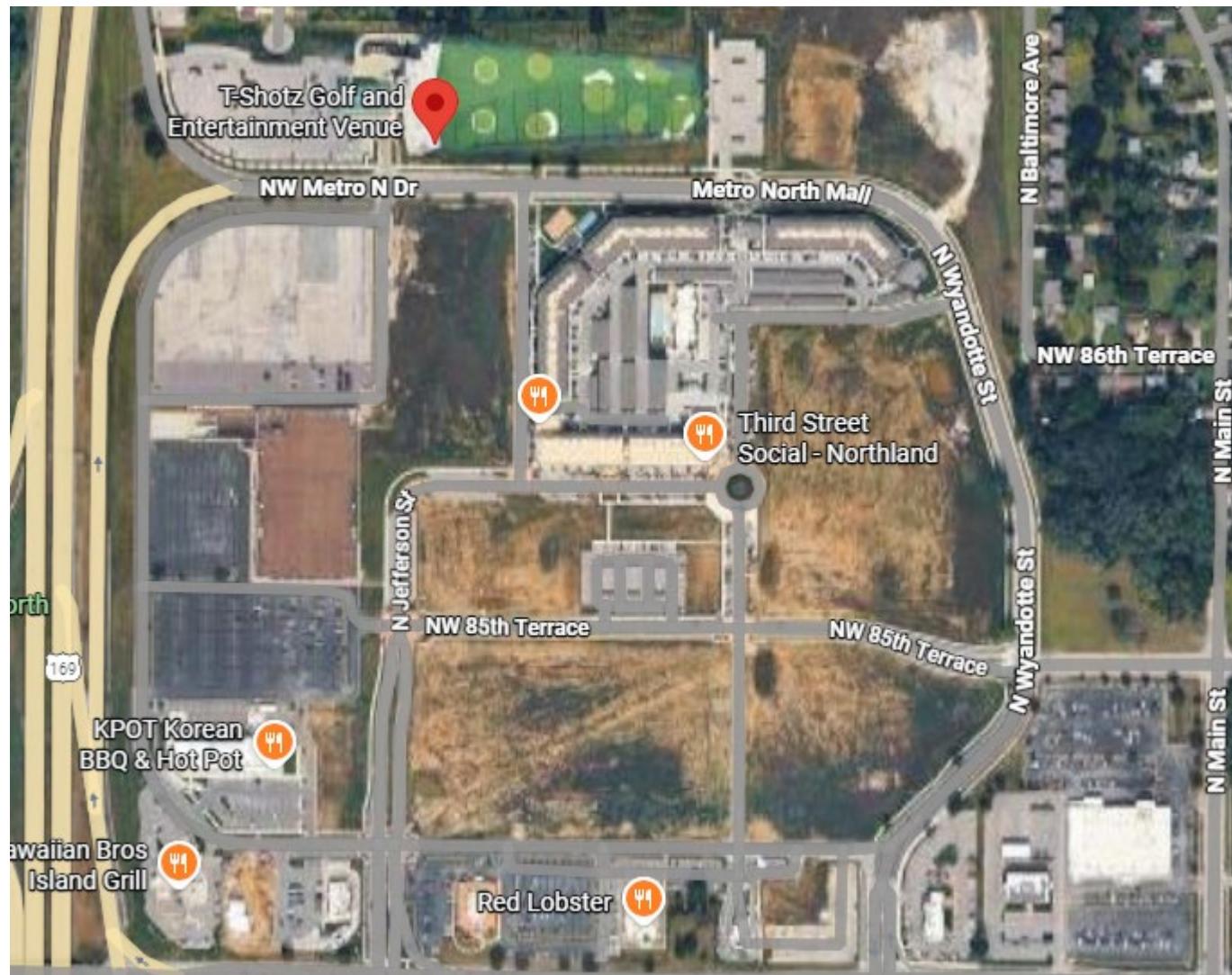
- Approved December 10, 2015, Ordinance No. 151011
- The Plan provides for the partial demolition of approx. 896,874 sq. ft. of the existing Metro North Mall and, in its place, the development of a substantially-sized courtyard/gathering area for community events, approx. 826,175 sq. ft. of retail space, approx. 60,000 sq. ft. of office space, 15- units of multi-family residential housing, a 100 room limited services hotel and approx. 4,750 parking spaces and public infrastructure improvements, which may consist of streetscape, signage, signaling, sidewalks and curbs and other related public infrastructure improvements that support and enhance the Project Improvements.
- TIF Financing: Pay-As-You-Go
- The Plan will expire in October 2044

Projects	Approval Date	Ordinance No	Status
Project 1	December 19, 2019	151012	Completed as of 2020
Project 2	December 19, 2019	190992	Revenue Generator
Project 3	December 19, 2019	190993	Revenue Generator
Project 4	December 19, 2019	190994	Completed as of 2022
Project 5	October 6, 2022	220881	Starting this Summer
Project 6	October 21, 2021	210933	Completed as of 2024
Project 7	October 21, 2021	210934	Completed as of 2024

**EXHIBIT 2A**  
**REDEVELOPMENT AREA SHOWING PROJECT AREAS**



**EDC**  
ECONOMIC DEVELOPMENT CORPORATION



**Are the redevelopment projects making satisfactory progress under the proposed time schedule contained within the approved plan for completion of such projects?**

**All of the projects for which a redevelopment agreement has been executed have been completed in accordance with the approved time schedule.**



# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #:** 260178

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### ORDINANCE NO. 260178

Sponsor: City Manager's Office

Determining that the Overlook Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

WHEREAS, the Overlook Tax Increment Financing Plan (the "Plan") was approved by the City Council on December 3, 2020, by Ordinance No. 200942; and

WHEREAS, Section 99.865.3 RSMo., provides that five years after the establishment of a redevelopment plan and every five years thereafter, the Council shall hold a public hearing regarding those redevelopment plans and projects created pursuant to Sections 99.800 to 99.865, RSMo., to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects; and

WHEREAS, after proper notice, the Council has held such public hearing and received information on the progress of the Plan; NOW, THEREFORE,

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

Section 1. That Council hereby determines that the Overlook Tax Increment Financing plan is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the projects therein.

..end

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Approved as to form:

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Emalea Kohler  
Associate City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260178

Submitted Department/Preparer: City Manager's Office

Revised 6/10/24

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

### Executive Summary

Determining that the Overlook Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects.

### Discussion

The Area is generally bound by Chestnut Avenue on the west, Swope Parkway on the north, College Avenue on the east and 49<sup>th</sup> Street on the south.

The Plan provides for the construction of up to 60,000 sq. ft. of new office building and 185 surface parking spaces, along with interior driveways, and potentially a health fitness trial and public plaza areas associated with the building together with the construction or reconstruction of such other public infrastructure improvements such as signage, signaling, sidewalks, storm drainage facilities, utility relocation and upgrades, structured parking facilities, curbs, and such other related public infrastructure improvements that support and enhance the Project Improvements.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
Tax Increment Financing and Private Funds.
3. How does the legislation affect the current fiscal year?  
N/A
4. Does the legislation have a fiscal impact in future fiscal years? Please note the difference between one-time and recurring costs.

N/A

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

N/A

### **Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

### **Additional Discussion (if needed)**

This legislation does not appropriate funds

### **Citywide Business Plan (CWBP) Impact**

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

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Overlook	Plan Approval	200942	12/3/20	
Overlook	Project 1	200943		Hold
Overlook	1st Amendment	221036	12/8/22	
Overlook	2nd Amendment	250433	7/17/25	

## Service Level Impacts

N/A

## Other Impacts

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

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

No(Press tab after selecting)

# Overlook TIF Plan

# Five-Year Progress Report

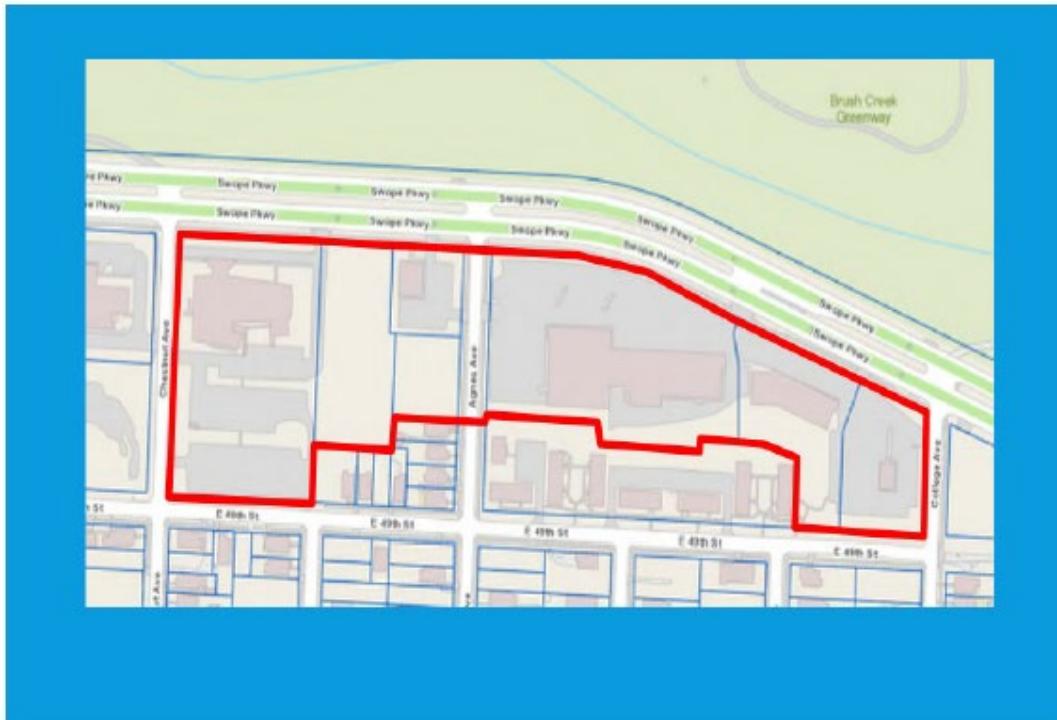
February 2026



# Overlook TIF Plan

- Approved December 3, 2020, Ordinance No. 200942
- The Plan provides for the construction of up to 60,000 sq. ft. of new office building and 185 surface parking spaces, along with interior driveways, and potentially a health fitness trial and public plaza areas associated with the building together with the construction or reconstruction of such other public infrastructure improvements such as signage, signaling, sidewalks, storm drainage facilities, utility relocation and upgrades, structured parking facilities, curbs, and such other related public infrastructure improvements that support and enhance the Project Improvements.
- TIF Financing: Pay-As-You-Go
- The Plan will expire in December 2043

# Overlook TIF Plan



The Area is generally bound by Chestnut Avenue on the west, Swope Parkway on the north, College Avenue on the east and 49<sup>th</sup> Street on the south.

**Are the redevelopment projects making satisfactory progress under the proposed time schedule contained within the approved plan for completion of such projects?**

**Project 1 for which a redevelopment agreement has been executed is under construction currently and on pace to be completed in accordance with the approved time schedule.**



# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #:** 260179

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### ORDINANCE NO. 260179

Sponsor: City Manager's Office

Determining that the Baltimore Place Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

WHEREAS, the Baltimore Place Tax Increment Financing Plan (the "Plan") was approved by the City Council on February 2, 2006, by Ordinance No, 060010; and

WHEREAS, Section 99.865.3 RSMo., provides that five years after the establishment of a redevelopment plan and every five years thereafter, the Council shall hold a public hearing regarding those redevelopment plans and projects created pursuant to Sections 99.800 to 99.865, RSMo., to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects; and

WHEREAS, after proper notice, the Council has held such public hearing and received information on the progress of the Plan; NOW, THEREFORE,

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

Section 1. That Council hereby determines that the Baltimore Place Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the projects therein.

..end

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Approved as to form:

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Emalea Kohler  
Associate City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260179

Submitted Department/Preparer: City Manager's Office

Revised 6/10/24

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

### Executive Summary

Determining that the Baltimore Place Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects.

### Discussion

The Redevelopment Area is generally bounded by 8<sup>th</sup> Street on the north, 9<sup>th</sup> Street on the south, Baltimore Avenue on the east and Wyandotte Street on the west, excepting approximately the southwest quarter, and approximately the north third of the block bounded by 9<sup>th</sup> Street on the north, 10<sup>th</sup> Street on the south, Baltimore Avenue on the east and Wyandotte Street on the west.

The Plan provides for the (1) the rehabilitation and restoration of the LaRue Bldg for approx. 21,000 sq. ft. of office space; (2) renovation, restoration and rehabilitation of the Union Carbide Bldg for mixed use, including but not limited to 18,000 sq. ft. of office space and seven floors of residential loft condominiums; (3) renovation, restoration and rehabilitation of the Nelkin Bldg for uses as mixed use space, for uses as mixed space including 28,000 sq. ft. of office space and approx. 4,000 sq. ft. of restaurant space and the necessary improvements to the parking north of the building; (4) renovation, restoration and preservation of the Cosby Idg for approx. 15,500 sq. ft. of office space; (5) renovation, demolition, repair and expansion of the John's Parking Garage; (6) neighborhood improvements within the Redevelopment Area; (7) and streetscape improvements as well as all necessary appurtenances and utilities.

### Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
Tax Increment Financing and Private Funds.
3. How does the legislation affect the current fiscal year?

N/A

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

N/A

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

N/A

### **Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

### **Additional Discussion (if needed)**

The legislation does not appropriate funds

### **Citywide Business Plan (CWPB) Impact**

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

## Prior Legislation

<b>Baltimore Place</b>	Plan Approval	JaCo	060010	2/2/06
Baltimore Place	1st Amendment		071344	1/17/08
	2nd			
Baltimore Place	Amendment		100385	5/20/10
Baltimore Place	Project 1		060011	12/14/06
Baltimore Place	Project 2		060046	12/14/06
	Project 3 Gee			
Baltimore Place	Whiz		060012	5/20/10
Baltimore Place	Project 4		060013	<b>Released 1/14/16</b>
Baltimore Place	Project 5		060014	12/14/06
Baltimore Place	Project 6		060047	12/14/06
Baltimore Place	Project 7		060048	Substituted <b>Released 1/13/16</b>

## Service Level Impacts

N/A

## Other Impacts

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

N/A

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

N/A

3. How does this legislation contribute to a sustainable Kansas City?  
Acknowledging the continued sustainability of the TIF Plan/Projects.

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

No (Press tab after selecting)

Click or tap here to enter text.

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Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

No(Press tab after selecting)

# Baltimore Place TIF Plan

# Five-Year Progress Report

February 2026



# Baltimore Place TIF Plan

- **Approved February 2, 2006, Ordinance No. 060010**
- The Plan provides for the (1) the rehabilitation and restoration of the LaRue Bldg for approx. 21,000 sq. ft. of office space; (2) renovation, restoration and rehabilitation of the Union Carbide Bldg for mixed use, including but not limited to 18,000 sq. ft. of office space and seven floors of residential loft condominiums; (3) renovation, restoration and rehabilitation of the Nelkin Bldg for uses as mixed use space, for uses as mixed space including 28,000 sq. ft. of office space and approx. 4,000 sq. ft. of restaurant space and the necessary improvements to the parking north of the building; (4) renovation, restoration and preservation of the Cosby Idg for approx. 15,500 sq. ft. of office space; (5) renovation, demolition, repair and expansion of the John's Parking Garage; (6) neighborhood improvements within the Redevelopment Area; (7) and streetscape improvements as well as all necessary appurtenances and utilities.
- **TIF Financing: Pay-As-You-Go**
- **The Plan will expire in December 2029**



**Project 5:** Everything highlighted in yellow

**Project 7:** Uppermost level of Project 5 as hatched in red.

PLAN

1"=100'-0"

0' 25' 50' 100'

NORTH

**Are the redevelopment projects making satisfactory progress under the proposed time schedule contained within the approved plan for completion of such projects?**

**All of the projects for which a redevelopment agreement has been executed have been completed in accordance with the approved time schedule.**



# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #:** 260180

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### ORDINANCE NO. 260180

Sponsor: City Manager's Office

Determining that the 811 Main Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule for completion of the projects therein.

WHEREAS, the 811 Main Tax Increment Financing Plan (the "Plan") was approved by the City Council on January 5, 2006, by Committee Substitute for Ordinance No. 051527; and

WHEREAS, Section 99.865.3 RSMo., provides that five years after the establishment of a redevelopment plan and every five years thereafter, the Council shall hold a public hearing regarding those redevelopment plans and projects created pursuant to Sections 99.800 to 99.865, RSMo., to determine if the redevelopment project is making satisfactory progress under the proposed time schedule contained within the approved plans for completion of such projects; and

WHEREAS, after proper notice, the Council has held such public hearing and received information on the progress of the Plan; NOW, THEREFORE,

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

Section 1. That Council hereby determines that the 811 Main Tax Increment Financing Plan is making satisfactory progress under the proposed time schedule contained within the approved plan for completion of the projects therein.

..end

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Approved as to form:

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Emalea Kohler  
Associate City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260180

Submitted Department/Preparer: Please Select

Revised 6/10/24

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

### Executive Summary

Determining that the 811 Main TIF Plan is making satisfactory progress under the proposed time schedule for completion of the projects.

### Discussion

The Redevelopment Area includes an area generally bound by 8<sup>th</sup> Street on the north, Walnut Street on the east, 9<sup>th</sup> Street on the south and Main Street on the west, all in Kansas City, Jackson County, Missouri.

The Plan provides for the rehabilitation and renovation of the 215,000 sq. ft., twelve-story, 811 Main office building, together with all necessary utilities, street improvements and appurtenances necessary to adequately address the conditions qualifying the Redevelopment Areas as Blighted.

### Fiscal Impact

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

N/A

### **Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

### **Additional Discussion (if needed)**

This legislation does not appropriate any funds

### **Citywide Business Plan (CWBP) Impact**

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

### **Prior Legislation**

<b>811 Main</b>	Plan Approval	JaCo	051527	1/5/06
811 Main	Project 1		060109	2/2/06

## Service Level Impacts

N/A

## Other Impacts

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

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No (Press tab after selecting)

Click or tap here to enter text.

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

No (Press tab after selecting)



# 811 Main TIF Plan

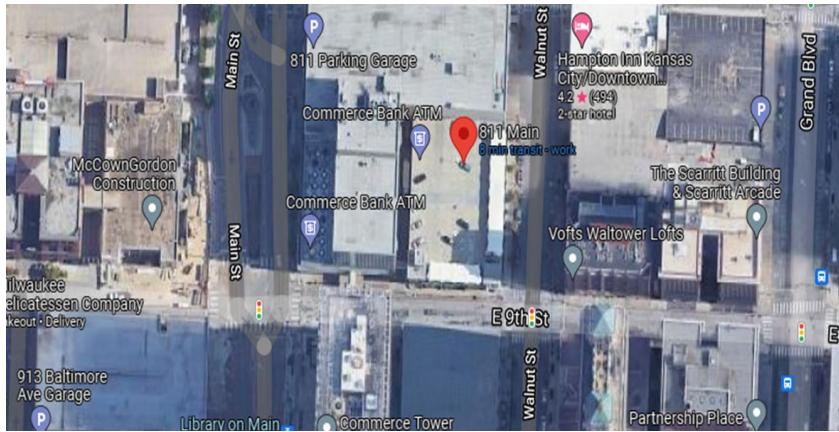
# Five-Year Progress Report

February 2026



# 811 Main TIF Plan

- **Approved January 5, 2006, Ordinance No. 051527**
- **The Plan provides for the rehabilitation and renovation of the 215,000 sq. ft., twelve-story, 811 Main office building, together with all necessary utilities, street improvements and appurtenances necessary to adequately address the conditions qualifying the Redevelopment Areas as Blighted.**
- **TIF Financing: Pay-As-You-Go**
- **The Plan will expire in January 2029**



## 811 Main

**Project 1 was completed February 2007**



**edc**  
ECONOMIC DEVELOPMENT CORPORATION

**Are the redevelopment projects making satisfactory progress under the proposed time schedule contained within the approved plan for completion of such projects?**

**Project 1 for which a redevelopment agreement has been executed was completed in accordance with the approved time schedule.**



# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #:** 260064

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### ORDINANCE NO. 260064

Sponsor: Mayor Quinton Lucas

Authorizing the City and the Parks and Recreation Department to enter into a Kansas City Riverfront Park Lease Agreement with the Port Authority of Kansas City for the purpose of furthering the development and maintenance of additional recreational space on the Kansas City Riverfront.

WHEREAS, the City of Kansas City began the development of Riverfront Park in 1965, when its Parks Superintendent Frank Vaydik initiated a plan for a park spanning over 3 square miles along the length of the Missouri River from approximately N. Olive Street on the west to the mouth of the Blue River on the east; and

WHEREAS, the City of Kansas City opened Area I of Riverfront Park in 1967, bounded by N. Olive Street on the west and N. Chouteau Trafficway on the east, which featured baseball fields, picnic areas, and later a boat ramp; and

WHEREAS, Riverfront Park stood to be one of the nation's premier city parks, with development anticipated throughout its Area II, bounded by N. Chouteau Trafficway on the west and I-435 Bridge on the east, and its Area III, bounded by I-435 Bridge on the west and Harry S. Truman Bridge on the east; and

WHEREAS, environmental concerns led to the closure of Riverfront Park in 1985, rooted in the Park's prior use as a landfill, before the development of parks space in Areas I and II; and

WHEREAS, the environmental concerns leading to the closure of Riverfront Park in 1985 have since been remediated; and

WHEREAS, the City of Kansas City, in coordination with the Parks and Recreation Department and the Port Authority of Kansas City, seeks to facilitate plans for the phased restoration and development of Riverfront Park, revitalizing ambitious plans for the site as one of America's premier parks in the heart and birthplace of Kansas City, on the Missouri River; and

WHEREAS, a lease agreement between the City of Kansas City, the Parks and Recreation Department, and the Port Authority of Kansas City allows for planning related to the development of the Riverfront Park site to proceed; and

WHEREAS, a temporary access agreement between the City of Kansas City, the Parks and Recreation Department, and the Port Authority of Kansas City allows for the Port Authority of Kansas City to immediately provide improvements to the Riverfront Boat Ramp at Riverfront Park, including the removal of overgrowth, noxious weeds and debris; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. The City Manager and the Director of Parks and Recreation are authorized to execute a Lease Agreement including a clause on Quiet Enjoyment, stipulating that the City agrees that on payment of the rentals, fees, and charges required under the Lease, and subject to performance and compliance by the Port Authority of the covenants, conditions and agreements on the part of the Port Authority to be performed and complied with under this Lease, the Port Authority shall peaceably have and enjoy the rights, uses and privileges of the Leased Property. If the Port Authority requests, the City shall initiate a quiet title action for the Property provided that all costs of such action are advanced by the Port Authority.

Section 2. The City Manager and the Director of Parks and Recreation are authorized to execute a Temporary Access Agreement with the Port Authority of Kansas City, attached hereto in substantial form.

..end

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Approved as to form:

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Abigail Judah  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: Ordinance 260064

Submitted Department/Preparer: Parks Recreation

Revised 12/03/25

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

### Executive Summary

Authorizing the City and the Parks and Recreation Department to enter into a Kansas City Riverfront Park Lease Agreement with the Port Authority of Kansas City for the purpose of furthering the development and maintenance of additional recreational space on the Kansas City Riverfront.

### Discussion

The City of Kansas City began the development of Riverfront Park in 1965, when its Parks Superintendent Frank Vaydik initiated a plan for a park spanning over 3 square miles along the length of the Missouri River from approximately N. Olive Street on the west to the mouth of the Blue River on the east; The City opened Area I of Riverfront Park in 1967, bounded by N. Olive Street on the west and N. Chouteau Trafficway on the east, which featured baseball fields, picnic areas, and later a boat ramp. Riverfront Park stood to be one of the nation's premier city parks, with development anticipated throughout its Area II, bounded by N. Chouteau Trafficway on the west and I-435 Bridge on the east, and its Area III, bounded by I-435 Bridge on the west and Harry S. Truman Bridge on the east.

Environmental concerns led to the closure of Riverfront Park in 1985, rooted in the Park's prior use as a landfill, before the development of parks space in Areas I and II. The environmental concerns leading to the closure of Riverfront Park in 1985 have since been remediated. The City of Kansas City, in coordination with the Parks and Recreation Department and the Port Authority of Kansas City, seeks to facilitate plans for the phased restoration and development of Riverfront Park, revitalizing ambitious plans for the site as one of America's premier parks in the heart and birthplace of Kansas City, on the Missouri River.

A lease agreement between the City of Kansas City, the Parks and Recreation Department, and the Port Authority of Kansas City allows for planning related to the development of the Riverfront Park site to proceed. A temporary access agreement

between the City of Kansas City, the Parks and Recreation Department, and the Port Authority of Kansas City allows for the Port Authority of Kansas City to immediately provide improvements to the Riverfront Boat Ramp at Riverfront Park, including the removal of overgrowth, noxious weeds and debris.

## Fiscal Impact

1. Is this legislation included in the adopted budget?  Yes  No
2. What is the funding source?  
Not applicable. This ordinance has no direct fiscal impact
3. How does the legislation affect the current fiscal year?  
Not applicable. This ordinance has no direct fiscal impact
4. Does the legislation have a fiscal impact in future fiscal years? Please note the difference between one-time and recurring costs.  
Future fiscal impact is undetermined at this time but could include rental revenue.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
This ordinance could result in an undetermined quantity of rental revenue.

## Office of Management and Budget Review

(OMB Staff will complete this section.)

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

## Additional Discussion (if needed)

There is no direct fiscal impact from this ordinance.

## Citywide Business Plan (CWBP) Impact

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?  
Housing and Healthy Communities (Press tab after selecting.)

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

- Utilize planning approaches in neighborhoods to reduce blight, ensure sustainable housing, and improve resident wellbeing and cultural diversity.
- Maintain and increase affordable housing supply to meet the demands of a diverse population.
- Address the various needs of the City's most vulnerable population by working to reduce disparities.
- Foster an inclusive environment and regional approach to spur innovative solutions to housing challenges.
- Ensure all residents have safe, accessible, quality housing by reducing barriers.
- Protect and promote healthy, active amenities such as parks and trails, play spaces, and green spaces.

## Prior Legislation

None

## Service Level Impacts

This will not create any service level impacts on our department.

## Staff Recommendation

Parks & Recreation

Select One:  Sponsored  
 Directive: Res/Ord # 260064

Select One:  Recommend  
 Do Not Recommend  
 Not Applicable

This will provide the citizens with a large activated green space.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
Increased activated green space will provide more opportunities for people to increase their physical activity, as well as benefit their emotional health by spending more time in nature.

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

No

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

This will help preserve and protect a large greenspace in the heart of the City.

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

No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

CREO does not apply to this type of agreement.

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

No (Press tab after selecting)

Click or tap here to enter text.

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

No (Press tab after selecting)

**260064**  
**TEMPORARY ACCESS AGREEMENT**

This Temporary Access Agreement ("Agreement") is entered into as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between THE CITY OF KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), acting by and through its Board of Parks and Recreation Commissioners ("Board"), and THE PORT AUTHORITY OF KANSAS CITY, MISSOURI, a political subdivision of the State of Missouri created pursuant to Section 68.010 *et seq.*, RSMo ("Port KC").

WHEREAS, City owns Riverfront Park, an approximately 955.45± acre tract of real property generally located along the Missouri River between N. Olive Street on the west and UP/Harry S. Truman Bridge on the east ("Park"), and which Park is under the jurisdiction of the Board as provided by the City's Charter; and

WHEREAS, Port KC and the Board are actively discussing a potential ground lease whereby Port KC would lease that portion of the Park bounded by N. Olive Street on the west and Chouteau Trafficway/Chouteau Bridge on the east, as generally depicted in EXHIBIT A, attached hereto and incorporated herein ("Property"); and

WHEREAS, the Property is improved with a "Riverfront Park Boat Ramp" ("Ramp") as also generally depicted in EXHIBIT A; and

WHEREAS, the Ramp is actively utilized by the public for recreational purposes and by the Kansas City, Missouri Fire Department and other public protection agencies as a launch point for water rescue operations; and

WHEREAS, the area surrounding the Ramp is currently overgrown and littered with various vegetation, noxious weeds and debris, which present public health and safety concerns and which Port KC has offered to assist in abating; and

WHEREAS, Port KC seeks temporary access to the Property for the purpose of clearing and removing such vegetation, noxious weeds and debris (collectively, the "Work"); and

WHEREAS, the Board and Port KC desire to set forth in writing the terms and conditions under which the Board is willing to provide temporary access to the Property to perform the Work;

NOW, THEREFORE, the Board and Port KC, in consideration of the mutual promises contained in this Agreement, the adequacy and sufficiency of which are hereby acknowledged, agree as follows:

1. The Board hereby grants Port KC and its agents, representatives and contractors permission to enter the Property to perform the Work. Port KC shall be solely responsible for all materials, equipment and labor necessary for such purposes. In the event Port KC determines that the Work cannot or should not be performed without security for those persons performing the same, Port KC shall be responsible for providing such security as it deems necessary.

2. The Board shall have no obligation under this Agreement to contribute funds, labor, security or any goods or services of any kind to Port KC with respect to the performance of the Work.

3. Port KC's access to the Property shall commence on the Effective Date and terminate on April 1, 2026, unless an extension is otherwise agreed to by the Board in writing. Port KC will repair any damage caused to the Property as a result of the Work, provided however that the obligation to repair shall not extend to the Property's pre-existing conditions, including, without limitation, any existing known or unknown environmental conditions.

4. Port KC shall comply, and shall cause its agents, representatives and contractors to comply, with all applicable laws, ordinances, regulations and orders promulgated by federal, state or local government authority relating to the Work.

5. Neither the City nor the Board or each of their respective agents, partners, officers, representatives and employees shall be liable for any injury, damage, or loss suffered by Port KC, its agents, partners, officers, representatives, employees, contractors or any third party unless caused by the negligence or wrongful acts of the City or the Board, as applicable. Port KC hereby agrees to defend, indemnify and save and hold harmless the City and the Board and each of their respective agents, partners, officers, representatives and employees from and against any and all claims, losses, liabilities, demands, suits, and actions (including reasonable attorney's fees) for property damage, bodily injury (including death), or any other loss or liability caused by or arising from the negligence or willful misconduct of Port KC, its agents, partners, officers, representatives, employees or contractors with respect to the performance of the Work.

6. For the purpose of exercising the rights granted hereunder, Port KC and its representatives, agents, and contractors shall have the reasonable right of ingress and egress over the Property.

7. If any one or more of the provisions contained in this Agreement is for any reason held to be illegal, invalid, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any of the remaining provisions of this Agreement. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. The failure of any party to insist on the strict performance of any provision of this Agreement or to exercise any right, power, or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's rights thereafter to enforce any provision or exercise any rights.

9. This Agreement may be extended, modified or terminated only by a written amendment signed by each of the parties hereto; shall be governed by the laws of the state of Missouri; is the complete agreement regarding access of Port KC for performance of the Work and the specific subject matter hereof; and may be executed in any number of counterparts, each of which shall be deemed to be an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, City and Port KC hereby execute this Agreement as of the Effective Date.

**CITY OF KANSAS CITY,  
MISSOURI**

By: \_\_\_\_\_  
Chris Cottten  
Director

Attest:

By: \_\_\_\_\_  
Secretary

Approved as to form:

\_\_\_\_\_  
City Attorney

IN WITNESS WHEREOF, City and Port KC hereby execute this Agreement as of the Effective Date.

**POR T AUTHORITY OF KANSAS CITY,  
MISSOURI**

By: \_\_\_\_\_  
Jon D. Stephens  
President & CEO

Approved as to form:

By: \_\_\_\_\_  
Brian T. Rabineau  
General Counsel

## EXHIBIT A





# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #:** 260183

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### ORDINANCE NO. 260183

Sponsor: City Manager's Office

Authorizing the City Manager to submit a Better Utilizing Investments to Leverage Development (BUILD) grant application to the United States Department of Transportation for an amount up to \$25,000,000.00 to fund the Roy Blunt Luminary Park project ("Project") in Kansas City, Missouri; and authorizing the City Manager to execute any related agreements in the event that the application is approved.

WHEREAS, the City of Kansas City ("City"), the Port Authority of Kansas City ("Port KC"), the Downtown Council of Kansas City ("Downtown Council"), and the Downtown Kansas City Community Improvement District ("Downtown KC CID") (collectively, the "Partnership") entered into that certain Memorandum of Understanding dated September 22, 2022, to form a public private partnership for the Project; and

WHEREAS, the Project will generate substantial additional revenues for the City and the State of Missouri, remediate the blighting effect of the trench design of I-670, promote the advancement of tourism, and enable regional job access and produce new jobs for Kansas City and western Missouri; and

WHEREAS, the Project will increase economic activity throughout the Central Business District, Crossroads Arts District, Power & Light District, and other downtown areas, and increase revenues generated by the Kansas City Convention Center, downtown hotels and restaurants, and other tourist opportunities; and

WHEREAS, the Better Utilizing Investments to Leverage Development (BUILD) grant provides an opportunity to secure federal funding for projects with significant local or regional impact; and

WHEREAS, the Council desires to authorize the City Manager to execute any grant agreements in connection with this application, in the event that the City's application is approved; NOW, THEREFORE,

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

Section 1. That the City Manager is hereby authorized to submit a Better Utilizing Investments to Leverage Development (BUILD) grant application to the United States

Department of Transportation for an amount up to \$25,000,000.00 to fund the Roy Blunt Luminary Park project (“Project”).

Section 2. That the City Manager is hereby authorized to execute any grant agreements in connection with this application, in the event that the City's application is approved.

..end

---

Approved as to form:

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Andrew Bonkowski  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260183

Submitted Department/Preparer: City Manager's Office

Revised 12/03/25

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

### Executive Summary

Authorizing the City Manager to submit a Better Utilizing Investments to Leverage Development (BUILD) grant application to the United States Department of Transportation for a an amount up to \$25,000,000.00 to fund the Roy Blunt Luminary Park project ("Project") in Kansas City, Missouri; and authorizing the City Manager to execute any related agreements in the event that the application is approved.

### Discussion

The Better Utilizing Investments to Leverage Development (BUILD) grant provides an opportunity to secure federal funding for projects with significant local or regional impact and the Luminary Park project will generate substantial additional revenues for the City and the State of Missouri, remediate the blighting effect of the trench design of I-670, promote the advancement of tourism, and enable regional job access and produce new jobs for Kansas City and western Missouri.

### 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?  
No affect
4. Does the legislation have a fiscal impact in future fiscal years? Please notate the difference between one-time and recurring costs.  
No

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

No

### **Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

### **Additional Discussion (if needed)**

This legislation does not appropriate any funds

### **Citywide Business Plan (CWBP) Impact**

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?  
Infrastructure and Accessibility (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
  - Engage in thoughtful planning and redesign of existing road networks to ensure safety, access, and mobility of users of all ages and abilities.
  - Enhance the City's connectivity, resiliency, and equity through a better-connected multi-modal transportation system for all users.
  - Build on existing strengths while developing a comprehensive transportation plan for the future.
  - Develop environmentally sustainable infrastructure strategies that improve quality of life and foster economic growth.
  - Ensure adequate resources are provided for continued maintenance of existing infrastructure.
  - Focus on delivery of safe connections to schools.

### **Prior Legislation**

240225, 240642, 241029, 250809, 250964

## Service Level Impacts

This project will reconstruct roadway, bridges, and drainage to reduce improve safety and extend the useful life of those assets.

## Staff Recommendation

City Manager's Office

Select One:  Sponsored  
 Directive: Res/Ord # [Click to enter Res/Ord. No.](#)

Select One:  Recommend  
 Do Not Recommend  
 Not Applicable

Click or tap here to provide reasoning.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
This project will improve the air quality and reduce noise pollution in this area.
2. How have those groups been engaged and involved in the development of this ordinance?  
Four public meetings and over 20 community, neighborhood and pop-up events were held related to this project from 2023 to 2025.
3. How does this legislation contribute to a sustainable Kansas City?  
This project will improve the air quality and reduce noise pollution in this area.
4. Does this legislation create or preserve new housing units?  
No (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

5. Department staff certifies the submission of any application Affirmative Action Plans or Certificates of Compliance, Contractor Utilization Plans (CUPs), and

Letters of Intent to Subcontract (LOIs) to CREO prior to, or simultaneously with, the legislation entry request in Legistar.

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

No(Press tab after selecting)



# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

---

**File #:** 260191

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### ORDINANCE NO. 260191

Sponsor: Mayor Quinton Lucas

Estimating revenue and appropriating \$11,868,979.00 in the Police Grants Fund for the FY26 Counter-Unmanned Aircraft Systems (C-UAS) Grant Program; designating requisitioning authority; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the Kansas City Police Department has been designated as the lead public safety and security agency responsible for planning, coordination, and operational implementation of safety measures for the FIFA World Cup 2026 matches and associated events hosted within Kansas City, Missouri; and

WHEREAS, as the lead law enforcement agency for these international events, the Kansas City Police Department is responsible for identifying, assessing, and mitigating threats to public safety, including threats posed by unauthorized or malicious unmanned aircraft systems operating within protected airspace; and

WHEREAS, the presence of unauthorized unmanned aircraft systems over or near mass gathering venues, critical infrastructure, dignitary movements, and designated event security perimeters presents a credible risk to public safety, aviation safety, and homeland security; and

WHEREAS, the Kansas City Police Department must maintain the capability to detect, track, identify, and, when legally authorized, mitigate or disable unmanned aircraft systems that pose an imminent threat to persons, property, or protected event operations; and

WHEREAS, the implementation of a Counter Unmanned Aircraft Systems program is necessary to ensure compliance with federal security directives, interagency operational planning requirements, and coordinated homeland security objectives associated with FIFA World Cup 2026 and other nationally significant events hosted within Kansas City, Missouri, NOW, THEREFORE,

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

Section 1. That the revenue in the following account in the KCMBU Police Grants Fund is hereby estimated in the following additional amount:

KCMBU-26-2390-210000-487000

FY26 Counter Unmanned

Aircraft Systems C-UAS	\$11,868,979.00
------------------------	-----------------

Section 2. That the sum of \$11,868,979.00 is hereby appropriated from the Unappropriated Fund Balance of the KCMBU Police Grants Fund to the following account in the KCMBU Police Grants Fund:

KCMBU-26-2390-129996-X	Transfer to KCPDU Component Unit	\$11,868,979.00
------------------------	----------------------------------	-----------------

Section 3. That the revenue in the following account in the KCPDU Police Grants Fund is hereby estimated in the following additional amount:

KCPDU-26-2390-210000-599900	Transfer from KC Primary Government	\$11,868,979.00
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Section 4. That the sum of \$11,868,979.00 is hereby appropriated from the Unappropriated Fund Balance of the KCPDU Police Grants Fund to the following accounts in the KCPDU Police Grants Fund:

KCPDU-26-2390-212752-A	FY26 Counter-Unmanned Aircraft Systems C-UAS	\$ 175,000.00
KCPDU-26-2390-212752-B	FY26 Counter-Unmanned Aircraft Systems C-UAS	200,000.00
KCPDU-26-2390-212752-B	FY26 Counter-Unmanned Aircraft Systems C-UAS	
	250,000.00	
KCPDU-26-2390-212752-E	FY26 Counter-Unmanned Aircraft Systems C-UAS	
	<u>11,243,979.00</u>	

Section 5. That the Board of Police Commissioners is designated as requisitioning authority for Account No. KCPDU 26-2390-212752 and that the Director of Finance is designated as requisitioning authority for Account No. KCMBU 26-2390-129996-X.

Section 6. That this ordinance is recognized as having an accelerated effective date as provided by Section 503(a)(c) of the City Charter in that it appropriates money, and shall take effect in accordance with that section.

..end

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

William Choi  
Interim Director of Finance

Approved as to form:

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Samuel Miller  
Assistant City Attorney



# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #:** 260192

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### ORDINANCE NO. 260192

Sponsor: Councilperson Crispin Rea

Authorizing the City Manager to enter into a Tax Redirection Agreement with HS KC PLAZA, LLC for the purpose of supporting the renovation of the Seville Plaza Hotel.

WHEREAS, HS KC PLAZA, LLC (the "Developer") has proposed improvements to the existing Seville Plaza Hotel which will include, but is not limited to, new furniture, fixtures, and equipment, new fire panel, window replacement, elevator upgrades, technology upgrades, and new linen and signage, (the "Seville Plaza Hotel Improvement Project" or "Project"); and

WHEREAS, the Project is located on a 0.833-acre site on the east side of Main Street between East 43rd Street and East 44th Street in Kansas City, Missouri (the "Project Area") adjacent to the Country Club Plaza, which is a targeted investment area; and

WHEREAS, the Developer intends to complete the Seville Plaza Hotel Improvement Project in one phase, which includes rebranding the Seville Plaza Hotel, scheduled to be completed Spring 2026 in time for the hotel rooms to be used during the FIFA World Cup; and

WHEREAS, the Developer provides benefits to the community by offering discounted room rates to nearby schools and hospitals, maintaining commission partnerships with local entities such as the National WWI Museum and Memorial, and creating a hospitality internship program for students; and

WHEREAS, the Developer anticipates the Project creating seven (7) new jobs; and

WHEREAS, in order to assist with the completion of and the funding of the Project Costs defined in the Agreement, the Developer and the City believe that utilizing a portion of the City's tax revenues generated within the Project Area will advance multiple primarily public purposes including, but not limited to (i) increasing employment, (ii) increasing the tax base for all affected taxing jurisdictions, (iii) stabilizing development in an essential target area, and (iv) furthering the City's policy of encouraging economic stability and growth; and

WHEREAS, the impacts of the COVID-19 global pandemic and the construction of the streetcar have caused substantial decreases in the revenues of the Project Area; and

WHEREAS, the City therefore desires to encourage the Project for the purpose of realizing these public benefits by entering into an agreement to contribute certain revenues from

City taxes generated by the Project in an amount needed to cause the Project to be undertaken;  
NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is hereby authorized to execute a Tax Redirection Agreement in an amount not to exceed \$800,000.00 over fifteen (15) years with HS KC PLAZA, LLC. A copy of the Tax Redirection Agreement in substantial form is attached hereto and on file in the City Manager's Office.

..end

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Approved as to form:

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Emalea Kohler  
Associate City Attorney

**260192**

**TAX REDIRECTION AGREEMENT**

Between

City of Kansas City Missouri

And

HS KC PLAZA, LLC

Dated XX/XX/2026

## TAX REDIRECTION AGREEMENT

THIS TAX REDIRECTION AGREEMENT (the "Agreement") is made as of the day of \_\_\_\_\_, 2026 (the "Effective Date"), by and between the **CITY OF KANSAS CITY, MISSOURI**, a constitutionally charted municipal corporation of the State of Missouri (the "City") and **HS KC PLAZA, LLC**, a Missouri limited liability company, (the "Developer") (collectively, the "Parties").

### RECITALS

A. The Developer has proposed improvements to the existing Seville Plaza Hotel Trademark Collection by Wyndham which will include, but is not limited to, new furniture, fixtures, and equipment, new fire panel, window replacement, elevator upgrades, technology upgrades, and new linen and signage, (the "Seville Plaza Hotel Improvement Project" or "Project"); and

B. The Developer intends to complete the Seville Plaza Hotel Improvement Project in one phase, which includes rebranding the Seville Plaza Hotel, scheduled to be completed Spring 2026.

C. COVID-19 and the construction of the streetcar have caused substantial decreases in the revenues of the Project Area; and

D. In order to assist with the completion of and the funding of the Project Costs (defined below), the Developer and the City believe that utilizing a portion of the City's tax revenues generated within the Project Area will advance multiple primarily public purposes including, but not limited to (i) increasing employment, (ii) increasing the tax base for all affected taxing jurisdictions, and (iii) furthering the City's policy of encouraging economic stability and growth; and

E. The Project is anticipated to create seven new jobs; and

F. The City and the Developer desire to enter into this Agreement for the purpose of setting forth their respective covenants, agreements, and obligations; and

G. Developer is pursuing the redevelopment of certain real property generally located in an area bounded by East 43<sup>rd</sup> Street to the north, East 44<sup>th</sup> Street to the south, Walnut Street to the east, and Main Street to the west ("the Project Site"); and

H. The Project will benefit the City and the City's residents and visitors by maintaining hotel rooms in the midtown area and by generating an increase in taxes; and

I. City has agreed to assist Developer with expenses related to the Project in an amount not to exceed \$800,000 for costs associated with the Project to provide for interior and exterior improvements and other related costs; and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## ARTICLE I

### GENERAL PROVISIONS, DEFINITIONS & EXHIBITS

**Section 1.01 Recitals.** The Recitals to this Agreement are incorporated into and shall constitute a part of this Agreement.

**Section 1.02 Scope of Agreement.**

The purpose of this Agreement is to outline the obligations of the Parties with respect to the City providing assistance for the Seville Plaza Hotel Improvement Project through reimbursement of certain costs with Reimbursement Funds.

**Section 1.03 Definition, and Rules of Interpretation.**

Unless the context clearly indicates to the contrary or unless otherwise provided herein, the following rules of interpretation shall apply to this Agreement:

(a) The terms defined in this Agreement which refer to a particular agreement, instrument or document also refer to and include all renewals, extensions, modifications, amendments, and restatements of such agreement, instrument, or document; provided that nothing contained in this sentence shall be construed to authorize any such renewal, extension, modification, amendment, or restatement, other than in accordance with this Agreement.

(b) The words "hereof," "herein," and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, and exhibit references are to this Agreement, unless otherwise specified. Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.

(c) The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

**Section 1.04 Defined Terms.**

In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth as follows:

(a) "Allocable Convention & Tourism Tax" means, for each calendar year during the term, 50% of the incremental increase in the Project Area Convention & Tourism Tax received by the City, which is over and above the Project Area Convention & Tourism Tax Base Amount.

- (b) "City" means City of Kansas City, Missouri.
- (c) "City Council" means the City Council of the City of Kansas City, Missouri.
- (d) "Code" means the Municipal Code of Ordinances for the City of Kansas City, Missouri.
- (e) "Commission Agreement" means an agreement between the Developer and a separate party relating to the Seville Plaza Hotel that donates 10% of revenues of room sales referred by the separate party back to said separate party.
- (f) "Developer" means **HS KC PLAZA, LLC**.
- (g) "Eligible Reimbursement Costs" means those expenses attributable to the Project identified as Eligible Reimbursement Expenses in Exhibit B. The costs for fixtures, furniture, and expenses shall be further limited to those costs specifically identified in Exhibit B-1.
- (h) "Project" means improvements to the existing Seville Plaza Hotel Trademark Collection by Wyndham which will include, but is not limited to, exterior painting, new furniture, fixtures, and equipment, new fire panel, window replacement, elevator upgrades, technology upgrades, and new linen and signage.
- (i) "Project Area" means the 0.883-acre site on the east side of Main Street between East 43<sup>rd</sup> Street and East 44<sup>th</sup> Street in Kansas City Missouri, as more specifically defined in **Exhibit A**, attached hereto.
- (j) "Project Area Convention & Tourism Tax" means the amount of revenue received by the City which is generated by the City's 7.5% Convention & Tourism Tax for sales or charges for all sleeping rooms paid by the transient guests of hotels, motels, and tourist courts, pursuant to Code § 68-551(a)(1) (or any successor provision or tax thereto).
- (k) "Project Area Convention & Tourism Tax Base Amount" means the amount of Project Area Convention & Tourism Tax generated for calendar year 2024, and received by the City, as evidenced by the Agreement of City Base Year Verification form, in the form of **Exhibit H**.
- (l) "Project Costs" means the costs of the Seville Plaza Hotel Improvement Project including building/exterior, fire panel, windows, elevator, and furniture, fixtures, and equipment, which costs are estimated as shown on the budget attached to this Agreement as **Exhibit B**.
- (m) "Reimbursement Funds" means an amount equal to fifty percent (50%) of the Allocable Convention & Tourism Tax generated in the Project Area during the Reimbursement Period t, which amount shall be subject to the provisions of Section 4.01 of this Agreement, but in no event shall exceed \$800,000.
- (n) "Reimbursement Period" means the period of Allocable Convention & Tourism Tax generation beginning May 1, 2026 and ending the earlier of (i) the date upon which the

Developer has received Reimbursement Funds in an aggregate amount equal to the maximum Reimbursement Funds, or (ii) no later than April 30, 2041.

(o) "Seville Plaza Hotel Improvement Project" means proposed improvements to the existing Seville Plaza Hotel which will include, but is not limited to, new furniture, fixtures, and equipment, new fire panel, window replacement, elevator upgrades, technology upgrades, and new linen and signage.

(p) "Seville Plaza Hotel" means the hotel and all associated indoor and outdoor improvements supporting the operations of the hotel located within the Project Area.

(q) "Substantially Complete" means the issuance of a certificate of occupancy or temporary certificate of occupancy for the project, whichever is issued first. If the renovation does not require a certificate of occupancy, the developer will provide written notice that the renovation is complete and the change in brand affiliation to Hilton including signage has occurred.

### **Section 1.05 Term.**

This Agreement shall become effective on the Effective Date and shall remain in full force and effect until the earlier of 1) April 30, 2041 or 2) the repayment of all funds owed to the Developer, unless otherwise terminated by, or deemed terminated by the Developer.

## **ARTICLE II**

### **REPRESENTATIONS AND WARRANTIES**

#### **Section 2.01 City Representation and Warranties**

(a) **Organization, Authorization.** The City (1) is a constitutionally chartered city validly existing under the laws of the State of Missouri; (2) has lawsuit power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(b) **Effect on Prior Agreements.** The execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and the performance of or compliance with the terms and conditions of this Agreement by the City will not conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, any mortgage, deed of trust, lease or any other restriction or any agreement or instrument to which the City is a party or by which it or any of its property is bound, or any order, rule or regulation of any court or governmental body applicable to the City or any of its property, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the City under the terms of any instrument or agreement to which the City is a party.

(c) **Litigation.** To the best knowledge of the City, there is no action, threatened or pending, against the City, which would prevent or impair the City's performance hereunder.

(d) **Warranty.** The City represents and warrants to the Developer that the foregoing items (a), (b), and (c) are true, accurate, and complete as of the Effective Date and agrees that upon closing any transaction contemplated by this Agreement, the City shall confirm that the foregoing items (a), (b), and (c) shall be accurate, true, and complete as of the Closing Date of such transaction.

## **Section 2.02 Developer Representation and Warranties.**

(a) **Organization, Authorization.** The Developer (1) is a limited liability company validly existing under the laws of the State of Missouri; (2) has lawful power and authority to enter into, execute and deliver this Agreement and to carry out its obligations hereunder; and (3) by all necessary action has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers.

(b) **Prior Agreements.** The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of the terms or conditions hereof do not and will not conflict with or result in a breach of any terms or conditions of any corporate or organizational restriction or of any agreement or instrument to which it is now a party, and do not and will not constitute a default under any of the foregoing.

(c) **Litigation.** To the best knowledge of Developer, there is no action, threatened or pending, against the Developer which would prevent or impair the Developer's performance hereunder.

(d) **Warranty.** The Developer represents and warrants to the City that the foregoing items (a), (b), and (c) are true, accurate, and complete as of the Effective Date and agrees that upon closing any transaction contemplated by this Agreement the Developer shall confirm that the foregoing items (a), (b), and (c) shall be accurate, true, and complete as of the Closing Date of such transaction.

## **ARTICLE III**

### **OBLIGATIONS OF DEVELOPER**

#### **Section 3.01 In General.**

(a) **Compliance with this Agreement.** The Developer will finance, design, develop, construct, and cause to be operated and maintained the Project pursuant to this Agreement.

(b) **Developer Ownership.** The Developer shall be responsible for construction, maintenance, and operations for the Project.

(c) **Financing.** The Developer is responsible for obtaining private capital in an amount sufficient to finance the Project. The Developer, along with other equity partners and participants,

will be prepared to find the amount of private equity necessary to complete the financing of the Project.

(d) **Good Faith and Best Efforts.** Developer shall exercise good faith and best efforts in performing its obligations under this Agreement.

(e) **Compliance with Law.** Developer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Project.

(f) **ADA Accessible.** The Project will be constructed according to ADA accessibility requirements.

(g) **Earnings Taxes.** Developer and its affiliates shall stay current on all City earnings taxes.

(h) **Community Benefits.** Developer shall (1) provide group discount rates to nearby schools and hospitals such as University of Missouri – Kansas City, Rockhurst University, St. Luke's Hospital of Kansas City, and Children's Mercy with no daily limit for the number of rooms booked daily, (2) maintain a Commission Agreement with the National WWI Museum and Memorial and pursue additional commission agreements with other entities, and (3) create a hospitality internship program for students at colleges and universities.

(i) **Annual Reporting.** Developer shall annually submit to the City by February 1 of each year a report including (1) documentation that the Seville Plaza Hotel in the previous calendar year maintained or exceeded the community benefits stated in Section 3.01(h) and (2) the Form of Company Certifications attached hereto as Exhibit C.

### **Section 3.02 Non-Discrimination.**

The Developer shall itself not and shall require that contractor on the Project 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 or age in a manner prohibited by Chapter 38 of the Code. Developer shall itself not and shall require that any contractor not engage in any discrimination as prohibited by Chapter 3 of the Code. Furthermore, Developer shall comply with Title VI of the Civil Rights Act of 1964.

### **Section 3.03 Affirmative Action.**

(a) Developer shall itself and shall require that all Contractors utilized in connection with this Agreement maintain in effect, throughout the duration of this Agreement, an Affirmative Action Program in accordance with the provisions of Chapter 3, Article IV, Division 1 of the Code and the rules and regulations relating thereto, as amended.

(b) If Developer or its Contractors fail, refuse or neglect to comply with the provisions of Chapter 3 and the rules and regulations relating thereto, then such action shall be deemed a total breach of this Agreement and may be terminated, canceled, or suspended, in whole or in part, and the Contractor or Developer may be declared ineligible for any further contracts funded by City

for a period of one (1) year.

### **Section 3.04 Ban the Box in Hiring and Promotion.**

Developer shall itself and shall require that all subcontractors working on the Project comply with Code § 38-104 regarding criminal records in employment.

### **Section 3.05. MBE/WBE.**

(a) The Developer agrees to comply with all requirements of the City's Minority and Women's Business Enterprise Program as enacted in Code, Sections 3-421 through 3-469 and as hereinafter amended. The Company shall make good faith efforts (pursuant to the standard set forth in Section 38-93 of the City's Code of General Ordinances, Article II, Chapter 38) to achieve the MBE/WBE Goals set forth in its Contractor Utilization Plan/Request for Waiver, which is attached hereto as **Exhibit D**.

(b) Developer and its subcontractors will submit monthly MBE/WBE utilization reports through the City's designated electronic reporting system.

(c) MBE/WBE compliance is a material part of this Agreement. If Developer fails to make good faith efforts to meet the goals set forth in **Exhibit D**, Developer agrees to pay Liquidated Damages in an amount equal to the difference between the monetary amount of the MBE/WBE participation finally approved and the amount actually paid to certified MBEs and WBEs on **Exhibit D** as calculated by the Director of CREO. Liquidated Damages are in addition to any remedies the City may elect to seek for Breach of this Agreement.

### **Section 3.06. Prevailing Wage.**

No less than the prevailing wage rate shall be paid to workmen performing work as part of the Project. The Developer shall (a) pay and cause all its contractors and subcontractors to pay prevailing wage rates set forth in the then existing applicable Annual Wage Order as established pursuant to RSMo § 290-210 through § 290-340, inclusive, for any scopes of work related to the Project for which costs are anticipated to be paid or reimbursed pursuant to the terms and conditions of this Agreement, (b) comply with the procedures set forth on **Exhibit D**, attached hereto, and (c) indemnify, protect, defend and hold the Commission Indemnified Parties (as hereafter defined) harmless from and against any and all claims, demands, liabilities and costs, including reasonable attorneys' fees, costs and expenses, arising from damage or injury, actual or claimed, of whatsoever kind or character occurring or allegedly occurring as a result of the Developer's failure to comply with this Section 30.

### **Section 3.07. Quality Services Assurance Act.**

The Developer shall itself and shall require that all contractors working on the Project pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour as provided in Code § 3-66.

### **Section 3.08. Construction Completion Timeline.**

Pursuant to Code § 74-12, all incentives granted pursuant to this agreement, including the Reimbursement Funds, are contingent on the Developer substantially completing the Project within seven (7) months of December 1, 2025. If the Project is not substantially complete within 7 months of December 1, 2025, Developer shall forfeit all right to any incentives authorized by this agreement and shall be required to pay to the City any Reimbursement Funds that were previously paid for the Project. Such repayment shall be made within sixty (60) days of the City notifying Developer of their failure to substantially complete the project within the time provided by this Agreement.

## **ARTICLE IV**

### **FINANCING AND INCENTIVES FOR PROJECT**

**Section 4.01. Reimbursement.** The City, in good faith, agrees to support Developer in capturing certain revenues for reimbursements as follows:

(a) Reimbursement Procedure. The City agrees, subject to the annual appropriation of funds for such purposes, to reimburse Developer for the Eligible Reimbursement Costs with the Reimbursement Funds generated by the Project for the Reimbursement Period.

Notwithstanding the foregoing, the Developer shall furnish to the City such information, in such format as the City may reasonably require, with respect to net new taxes generated within the Project as the City may require for purposes of calculating the amount to be remitted, and the City shall not be required to budget or contribute any sums in the absence of Developer's full compliance.

(b) City Agreement to Reimburse. The City will, during the Reimbursement Period and subject to annual appropriation, pay to the Developer all Reimbursement Funds (defined in Section 1.04) received by the City, until the Developer has received payment in full of the Reimbursement Funds. Notwithstanding the foregoing, in the event that the Reimbursement Funds generate less than the full Reimbursement Funds during the Reimbursement Period, the City shall not be obligated to fund the difference.

(c) Payment of Reimbursement Funds. The City during the Reimbursement Period shall annually transfer these funds to the Developer within 90 days of receipt of required Sales Tax Data subject to certification of expenditures by City of the Project's costs as stated in 4.01(i).

(d) Sales Tax Data. Bi-annually on or before July 31 and January 31<sup>st</sup> of each calendar year beginning in 2026, and ending the earlier of 1) January 31, 2041, or 2) the date which the Reimbursable Amount has been fully reimbursed, Developer shall furnish to the City a certification, in the form attached hereto as Exhibit I and by reference made a part hereof setting forth the Reimbursable Funds. If the City requests additional information, the Developer agrees to furnish such information in such format as the City may reasonably require with respect to tax revenues generated within the Project Area as the City may require for purposes of calculating the amount of Reimbursement Funds to be remitted

pursuant to this Agreement. Notwithstanding anything herein to the contrary the City shall not be required to budget or contribute any Reimbursement Funds in the absence of the Developer's full compliance with its obligations under this Agreement and the actual collection of the Reimbursement Funds.

(e) Tenant Reporting. In connection with this Agreement, if applicable, Developer shall require all tenants to provide the City with access to such parties' sales, or other appropriate tax returns for economic activities located in or generated by the Project. Notwithstanding anything herein to the contrary, the City shall not be required to budget or contribute any Reimbursement Funds in the absence of the Developer's full compliance with its obligations under this agreement.

(f) Annual Budget Request. The chief executive of the City or other officer of the City at any time charged with the responsibility of formulating budget proposals shall include in the budget proposals submitted to the Council, in each fiscal year in which this Agreement shall be in effect, a budgeted amount to be paid under this Agreement for the ensuing fiscal year; it being the intention of the City that the decision to budget or not to budget under this Agreement shall be made solely by the respective governing body and not by any other official of the City.

(g) Restriction on Use of Proceeds. Notwithstanding any provision of this Agreement to the contrary, the parties acknowledge and agree that the Reimbursement Funds may include sums generated from taxes that are restricted in their use to such purposes as are included within the terms of those statutes and ordinances authorizing the imposition and collection of such taxes. In the event that a court of competent jurisdiction shall have finally determined that any portion of the Reimbursement Funds may not lawfully be made for the purpose of reimbursing or paying certain costs related to the implementation of the Project, then the City shall not be required to budget or contribute such portions.

(h) Reimbursement Funds to Constitute Current Expense. The parties acknowledge and agree that the Reimbursement Funds shall constitute currently budgeted expenditures of the City, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of general credit, tax revenues, funds or money of the City. The City's payment obligations under this Agreement shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing fiscal year beyond the then current fiscal year.

(i) Certification of Costs – Notwithstanding anything herein to the contrary, no costs or expense incurred by Developer shall be eligible for reimbursement under this Agreement, and no such cost or expense shall be payable to Developer under this Agreement, until such costs or expense is an Eligible Reimbursement Costs and has been certified pursuant to the Certification of Costs and Reimbursement Policy attached hereto as **Exhibit G**. The costs of such Cost Certification may be paid by Developer or, in the alternative, paid by the City in the form of a deduction against those amounts otherwise contributable to Developer pursuant to this Agreement.

## ARTICLE V

### DEFAULT AND REMEDIES

#### **Section 5.01 Event of Default.**

A party (the “Defaulting Party”) to this Agreement shall be in default of this Agreement upon the happening of any of the following events within thirty (30) days after notice of the happening of any of the following events by any other party to this Agreement (a “Non-Defaulting Party”) to the Defaulting Party, the Defaulting Party shall not have cured such a default or commenced such cure and be diligently pursuing the same if such cure would reasonably take longer than said thirty (30) day period (each, an “Event of Default”):

- (a) Any party does not comply with the provisions of this Agreement, in that a party shall do, permit to be done, or fail to omit to have done anything contrary to or required of it by this Agreement;
- (b) The suspension or revocation of any act, power, license, permit or authority that has the effect of preventing and stopping Developer or City from performing under this Agreement;
- (c) The failure of any party to perform its materials obligations under this Agreement.

#### **Section 5.02 Breach; Compliance.**

Upon an Event of Default, a Non-Defaulting Party shall have the option to pursue any one or more or all of the following remedies, without notice or demand whatsoever, except as otherwise provided for herein:

- (a) The Non-Defaulting Party, at its option, may terminate this Agreement and the Non-Defaulting Party shall be entitled to pursue any other rights or remedies at law or in equity as a result of such Event of Default.
- (b) A Non-Defaulting Party may maintain this Agreement in full force and effect, in which case the Parties shall perform all of their respective obligations hereunder, subject to a Non-Defaulting Party’s right to elect to terminate this Agreement at any time, provided any such Event of Default remains uncured.
- (c) A Non-Defaulting Party may do whatever a Defaulting Party is obligated to do under the terms of this Agreement, in which event the Defaulting Party shall reimburse the Non-Defaulting Party on demand for any expenses, including, without limitation, reasonable attorney’s fees, which the Non-Defaulting Party may incur and this effecting satisfaction and performance or, or compliance with, the Defaulting Party’s duties and obligations under this Agreement, provided that any financial obligation on the City is subject to appropriation of funds by City Council.
- (d) Pursuit by the Non-Defaulting Party of any foregoing remedies shall not preclude pursuit by the Non-Defaulting Party of any other remedies herein provided or any other remedies

provided by law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver or any amounts then due to the Non-Defaulting Party hereunder or of any amounts accruing to the Non-Defaulting Party by reason of the violation of any terms, provisions, and covenants herein contained. No waiver by the Non-Defaulting Party of any violation or breach of any terms, provisions or covenants herein contained shall be deemed or construed to constitute a waiver of any violation or breach of any of the terms, provisions or covenants herein contained. Forbearance by the Non-Defaulting Party in enforcing one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of such default or of the Non-Defaulting Party's right to enforce any such remedies with respect to any such default or any subsequent default. In case suit be part of Developer or the City to be kept or performed, and a breach is established, the prevailing party shall be entitled to recover all expenses incurred in connection with such suit, including reasonable attorney's fees, provided that any financial obligation on the City is subject to appropriation of funds by City Council.

(e) The rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies for the same default or breach. No waiver made by was party shall apply to obligations beyond those expressly waived.

(f) Notwithstanding the foregoing, the parties agree that the City cannot, by means of court order or other enforcement mechanism, be required to appropriate funds for use as Reimbursement Funds, or to pay funds not appropriated for use as Reimbursement Funds.

## ARTICLE VI

### MISCELLANEOUS

#### **Section 6.01 Modification.**

The terms, conditions and provisions of this Agreement can be neither modified, amended nor eliminated, except by written agreement of each signed by the Developer and the City.

#### **Section 6.02 No Gratuities and Kickbacks.**

The provisions of Kansas City Municipal Code Section 3-303 prohibiting gratuities to City employees, and kickbacks by contractors, and Sections 3-307 and 3-309, imposing sanctions and penalties for violations shall apply to this Agreement.

(a) Gratuities. No party to this Agreement has or will offer or give any City employee or officer a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a contract requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing or any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract

or subcontract, or to any solicitation or proposal therefor.

(b) Kickbacks. City and Developer certify that no payment, gratuity, offer of employment or benefit has been or will be made or on behalf of or solicited from any third party contractor under a contract to City or Developer has an inducement for the award of a subcontract or order in connection with the subject matter of this Agreement.

#### **Section 6.04 Conflicts of Interest.**

Code § 3-301, prohibiting City officers and employees from having a personal financial interest in any contract with the City, and §§ 3-307 and 3-309, imposing sanctions and penalties for violations, shall apply to this Agreement. City and Developer each certify that no officer or employee of City or Developer has, or will have, a direct or indirect financial interest in this Agreement which is incompatible with the officer's or employee's discharge of official duties in the public interest, and that no officer or employee of City or Developer, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of City or Developer in this Agreement.

#### **Section 6.05 Anti-Discrimination Against Israel.**

Developer shall itself certify and shall require that all contractors working on the Project certify that they are 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.

#### **Section 6.06 Notice.**

All notices required by the Agreement shall be in writing and shall be served either personally or by certified mail, or by any other delivery service which obtains a receipt for delivery unless any such notice is required by law and such law provides a different form of delivery service. Any such notice or demand served personally shall be delivered to the party being served (provided that such notice may be delivered to the receptionist or any other person apparently in charge of such party's office at its address herein after set forth), and shall be deemed complete upon the day of actual or attempted delivery, as shown by an affidavit of the person so delivering the notice. Any notice so served by certified mail shall be deposited in the United States Mail with postage prepaid and addressed to the party or parties so to be served at its address hereinafter stated, and service of any such notice by certified mail shall be deemed complete on the date of actual or attempted delivery as shown by the certified mail receipt. Service of any such notice by another delivery service shall be deemed complete upon the date of actual or attempted delivery as shown on the receipt obtained by such delivery service. Notices shall be addressed as follows:

City:	City Manager City Hall, 29 <sup>th</sup> Floor 414 E. 12 <sup>th</sup> Street Kansas City, Missouri 64106
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with a copy to:                   City Attorney  
  City Hall, 23<sup>rd</sup> Floor  
   414 E. 12<sup>th</sup> Street  
   Kansas City, Missouri 64106

with a copy to:                   Finance Department  
   City Hall, 3<sup>rd</sup> Floor  
   414 E. 12<sup>th</sup> Street  
   Kansas City, Missouri 64106

Developer:                        Doug Gamble  
   4903 Main Street  
   Kansas City, Missouri 64111  
   Email: dgamble@stayitforward.com

### **Section 6.07   Validity and Severability.**

(a) It is the intention of the Parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies of the State of Missouri, and that the unenforceability (or modification to confirm with such laws or public policies) of any provision hereof shall not render unenforceable, or impair, the remainder of this Agreement. Accordingly, if any provision of this Agreement shall be deemed invalid or unenforceable in whole or in part, this Agreement shall be deemed to delete or modify, in whole or in part, in necessary, the invalid or unenforceable provision or provisions, or portions thereof, and to alter the balance of this Agreement in order to render the same valid and enforceable.

(b) If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereto (such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid and one which would render the provision valid, the provision shall be interpreted so as to render it valid.

### **Section 6.08   Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. This Agreements sets forth the entire agreement between the Parties in regard to the subject matter hereof and supersedes any and all prior agreements between the Parties in regard to the subject matter hereof.

### **Section 6.09   Time is of the Essence.**

Time and exact performance are of the essence of this Agreement. Developer and City agree to diligently seek to finalize this agreement so Developer can confidentially share with financing parties.

## **Section 6.10 Binding Effect, Entirety.**

- (a) **Binding Effect.** This Agreement shall be binding upon the Parties hereto and upon their assigns, transferees and successors in interest, provided no party may assign this Agreement or the rights or obligations hereunder without the express written consent of the other Parties.
- (b) **Entirety.** This Agreement sets forth the complete understanding of City and Developer and supersedes all previous negotiations, representations and agreements between them and their agents.

## **Section 6.11 Multiple Counterparts.**

This Agreement may be executed in multiple counterpart copies, each of which will be considered an original and all of which shall constitute but one and the same instrument, binding on all Parties hereto, even though all the Parties are not signatory to the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages which together contain the signatures of all Parties hereto shall be deemed for all purposes a fully executed original.

## **Section 6.12 Continued Cooperation of Parties.**

The City and Developer agree, upon the request of another party, to take such actions, including the execution and delivery of such incidental documents, instruments, petitions and certifications and provide such other information as may be reasonably requested, necessary or appropriate to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent and to give full force and effect to the intent of the provisions, terms and covenants of this Agreement.

## **Section 6.13 Indemnification.**

- (a) **General Indemnification.** Developer shall defend, indemnify, and hold harmless the City and all City officials, officers, or employees (“Indemnified Parties”) from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys’ fees, arising out of or resulting from any acts or omissions in connection with the Project and/or performance of its obligations under this Agreement, caused in whole or in part by the Developer or the contractors selected by the Developer, except for any claims, damages, liability, losses, costs and expenses incurred due to the negligence or willful misconduct of the Indemnified Party.
- (b) **Indemnification for Professional Negligence.** Developer to cause any architects or engineers (“Professionals”) hired in connection with the Project to indemnify, defend, and hold harmless any Indemnified Parties from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys’ fees, but only to the extent caused by the negligent acts, efforts, or omissions of such architects or engineers, their employees, agents or others for whom such Professionals are legally liable, in the performance of professional services in connection with this Agreement. The Developer’s Professionals shall not be obligated under this section to indemnify City for the negligent acts of City and any of its officials, officers, or employees.

## **Section 6.14 Insurance.**

Developer shall maintain the following insurance policies in the amounts and subject to the terms herein:

A. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability limit
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10 and CG20 37, current edition, or their equivalent.

B. Workers’ Compensation Insurance: as required by statute, including Employers

Liability with limits of:

Workers’ Compensation Statutory Employers Liability \$1,000,000 accident with

limits of:

\$1,000,000 disease-policy limit

\$1,000,000 disease-each employee

C. Professional Liability Insurance, if applicable, Developer shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

D. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an “any auto” basis and on an “each accident” basis. This insurance policy will be written on a Commercial Automobile Liability form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Project and/or performance of Developer’s obligations under this Agreement by Developer or their contractors.

The Commercial General Liability Insurance specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds, including completed operations, for the Project. Developer shall provide to the City a certificate of insurance showing all required coverage and additional insureds. The certificates of insurance will contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

All insurance policies must be provided by Insurance Companies that have an A.M. Best’s rating of “A-V” or better, and are licensed or authorized by the State of Missouri to provide insurance in Missouri.

Developer’s failure to maintain the required insurance coverage will not relieve Developer of its contractual obligation to indemnify the City. If the coverage afforded is cancelled or changed or its renewal is refused, Developer shall give at least thirty (30) days prior written notice to the City. In the event

Developer fails to maintain the required insurance coverage in effect, the City may order Developer or its contractors to stop work.

In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions and by law.

#### **Section 6.15 No Third-Party Beneficiaries.**

This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns. Any Agreement that Developer enters into with any tenant or lessor of the Project during the Reimbursement Period that references or incorporates this agreement shall include a provision acknowledging that lessor or tenant has no right or remedy under this Agreement. The Developer shall not assign any portion of this Agreement without the City's prior written consent.

#### **Section 6.16 Negation of Partnership**

It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or establishing the relationship of a joint venture between the City and the Developer or as constituting the Developer as the agent or representative of the City for any purpose or in any manner under this Agreement, it being understood that the Developer is an independent contractor hereunder.

*[Signature Pages Follow]*

**CITY:**

CITY OF KANSAS CITY, MISSOURI

By: \_\_\_\_\_

Mario Vasquez, City Manager

Approved as to form:

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Emalea Kohler  
Assistant City Attorney

**HS KC PLAZA, LLC**

By: \_\_\_\_\_  
Doug Gamble

## **INDEX OF EXHIBITS**

- A Legal Description
- B Budget
- C Form of Company Certifications
- D Contractor Utilization Plan (CUP)
- E Prevailing Wage
- F CREO Instructions for Tax-Incentivized Construction Contracts
- G Certification of Costs and Reimbursement Policy
- H Agreement of Verification for City Base Year Economic Activity Taxes
- I Form of Certification of Eligible Reimbursable Funds Collected

**EXHIBIT A**

**Project Parcels • Legal Descriptions**

30-520-04-20-00-0-00-000

WEST ESTATE SUBLOTS 17 THRU 19 & W 1/2 VAC ALLEY E OF & ADJ & LOTS 27 THRU29 & E 1/2 VAC ALLEY W OF & ADJ

## EXHIBIT B

	<b>Budget</b>			
	<b>Labor Totals</b>	<b>Materials Totals</b>	<b>Total</b>	<b>Eligible Reimbursement Costs</b>
<b>Hotel Franchise Fee</b>			<b>\$126,000</b>	<b>\$0</b>
<b>Design</b>			<b>\$13,000</b>	<b>\$0</b>
<b>* Fixtures, Furniture, and Equipment</b>			<b>\$676,000</b>	<b>\$212,464</b>
<b>Exterior Building/Painting</b>	<b>\$44,398</b>	<b>\$51,434</b>	<b>\$95,832</b>	<b>\$95,832</b>
<b>Fire Panel</b>	<b>\$40,000</b>	<b>\$40,000</b>	<b>\$80,000</b>	<b>\$80,000</b>
<b>Windows</b>	<b>\$36,665</b>	<b>\$41,580</b>	<b>\$78,245</b>	<b>\$78,245</b>
<b>Elevator</b>			<b>\$167,000</b>	<b>\$167,000</b>
<b>Hilton Tech 'Connect'</b>			<b>\$76,000</b>	<b>\$-0</b>
<b>Linen/terry/Signage</b>			<b>\$110,000</b>	<b>\$0</b>
<b>General Contractor</b>	<b>\$679,016</b>	<b>\$514,054</b>	<b>\$1,193,070</b>	<b>\$0</b>
<b>Guestroom Bathrooms</b>	<b>\$70,381</b>	<b>\$96,078</b>	<b>\$166,459</b>	<b>\$166,459</b>
<b>Contingency</b>			<b>\$250,000</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$870,460</b>	<b>\$743,146</b>	<b>\$3,031,606</b>	<b>\$800,000</b>

**\*Fixtures, Furniture, and Expenses are specifically identified in Exhibit B-1  
Exhibit B – I**

Spark by Hilton Kansas City Plaza Streetcar  
4309 Main St  
Kansas City, MO 64111

Inn Code MKCCP  
Facility ID 59937

Item	ID#	U/M	Unit Cost	EXT Cost	Vendor	Lead Time in Weeks		Product Category	Project Category	Sub Category
						Spring	FF&E			
Ottoman	GR100	47	ea	\$183.00	\$8,601.00	Grand Manor	12	Spring	FF&E	Seating
Lounge Chair @ King Room	GR101	29	ea	\$512.00	\$14,848.00	Grand Manor	12	Spring	FF&E	Seating
Desk Chair	GR103	71	ea	\$240.00	\$17,040.00	Grand Manor	12	Spring	FF&E	Seating
Sleeper Sofa	GR150ALT	6	ea	\$953.00	\$5,718.00	Grand Manor	12	Spring	FF&E	Seating
Rocking Chair	PA100	4	ea	\$779.00	\$3,116.00	Grand Manor	12	Spring	FF&E	Seating
Pillow @ Rocking chair	PA100.1	4	ea	\$44.00	\$176.00	Grand Manor	12	Spring	FF&E	Seating
Side Chair	PA101	11	ea	\$564.00	\$6,424.00	Grand Manor	12	Spring	FF&E	Seating
Pillow @ Side Chair	PA101.1	11	ea	\$47.00	\$517.00	Grand Manor	12	Spring	FF&E	Seating
Floor Lamp	GR200	71	ea	\$106.05	\$7,529.55	Trinity	10	Spring	FF&E	Lighting
Headboard Sconce	GR201	152	ea	\$42.00	\$6,384.00	Trinity	10	Spring	FF&E	Lighting
Desk Lamp	GR202	66	ea	\$172.98	\$4,816.68	Trinity	10	Spring	FF&E	Lighting
Large Linear Light @ Guest Bath	GR203	50	ea	\$98.50	\$4,925.00	Trinity	10	Spring	FF&E	Lighting
Small Linear Light @ Guest Bath	GR204	27	ea	\$87.50	\$2,362.50	Trinity	10	Spring	FF&E	Lighting
Ceiling Fixture @ Guest Bath	GR205	71	ea	\$59.85	\$4,249.35	Trinity	10	Spring	FF&E	Lighting
Ceiling Fixture @ GR Entry	GR207	57	ea	\$95.85	\$3,411.45	Trinity	10	Spring	FF&E	Lighting
Table Lantern	PA200	2	ea	\$120.75	\$241.50	Trinity	10	Spring	FF&E	Lighting
Focal Pendant B	PA202	1	ea	\$250.95	\$250.95	Trinity	10	Spring	FF&E	Lighting
Lobby Pendant	PA203	2	ea	\$100.80	\$201.60	Trinity	10	Spring	FF&E	Lighting
Lobby Wall Sconce	PA204	2	ea	\$58.28	\$116.56	Trinity	10	Spring	FF&E	Lighting
Corridor Wall Sconce	PA205	29	ea	\$45.68	\$1,324.72	Trinity	10	Spring	FF&E	Lighting
Focal Pendant @ Low Ceiling Lobby	PA250	2	ea	\$248.00	\$496.00	Trinity	10	Spring	FF&E	Lighting
Bulb @ Floor Lamp (2 per lamp)	GR200B	142	ea	\$2.23	\$316.66	CED	10	Spring	FF&E	Lighting
Bulb @ Headboard Sconce (1 per lamp)	GR201B	152	ea	\$5.47	\$831.44	CED	10	Spring	FF&E	Lighting
Bulb @ Desk Lamp (2 per lamp)	GR202B	132	ea	\$2.23	\$294.36	CED	10	Spring	FF&E	Lighting
Bulb @ Bath Ceiling Fixture(2 per fixture)	GR205B	142	ea	\$2.23	\$316.66	CED	10	Spring	FF&E	Lighting
Bulb @ Entry Ceiling Fixture(2 per fixture)	GR207B	114	ea	\$2.23	\$254.22	CED	10	Spring	FF&E	Lighting
Bulb @ Table Lantern (1 per fixture)	PA200.B	2	ea	\$2.23	\$4.46	CED	10	Spring	FF&E	Lighting
Bulb @ Focal Pendant(3 per fixture)	PA202B	3	ea	\$2.23	\$6.69	CED	10	Spring	FF&E	Lighting
Bulb @ Lobby Pendant(1 per fixture)	PA203B	2	ea	\$2.23	\$4.46	CED	10	Spring	FF&E	Lighting
Bulb @ Lobby Wall Sconce(2 per fixture)	PA204B	4	ea	\$9.85	\$39.40	CED	10	Spring	FF&E	Lighting
Bulb @ Corridor Wall Sconce (2 per fixture)	PA205B	58	ea	\$5.47	\$317.26	CED	10	Spring	FF&E	Lighting
Bulb @ Focal Pendant(3 per fixture)	PA250B	6	ea	\$2.23	\$13.38	CED	10	Spring	FF&E	Lighting
King Headboard	GR300.1	39	ea	\$252.00	\$9,828.00	Dickson	12	Spring	FF&E	Casegoods
Queen/Queen Headboard	GR301.1	36	ea	\$490.00	\$17,640.00	Dickson	12	Spring	FF&E	Casegoods
ADA Queen Headboard	GR-301ADA	1	ea	\$500.00	\$500.00	Dickson	12	Spring	FF&E	Casegoods
King Nightstand	GR302	78	ea	\$119.00	\$9,282.00	Dickson	12	Spring	FF&E	Casegoods
Queen/Queen Nightstand	GR303	36	ea	\$123.00	\$4,428.00	Dickson	12	Spring	FF&E	Casegoods
Shelf, Heng Bar & Storage Cubby @ Built-In Closet	GR305	68	ea	\$160.00	\$10,680.00	Dickson	12	Spring	FF&E	Casegoods
Accessible Freestanding Closet	GR-305ADA	5	ea	\$475.00	\$2,375.00	Dickson	12	Spring	FF&E	Casegoods
Wall Hook Rail	GR307	57	ea	\$47.00	\$2,679.00	Dickson	12	Spring	FF&E	Casegoods
Accessible Wall Hook Rail	GR-307 ADA	5	ea	\$95.00	\$475.00	Dickson	12	Spring	FF&E	Casegoods
58" Vanity	GR308	41	ea	\$927.00	\$57,707.00	Dickson	12	Spring	FF&E	Casegoods
36" Vanity	GR309-CUS	27	ea	\$597.00	\$16,119.00	Dickson	12	Spring	FF&E	Casegoods
48" Linear Vanity	GR309	3	ea	\$601.00	\$1,803.00	Dickson	12	Spring	FF&E	Casegoods
C-Table	GR350	6	ea	\$146.00	\$876.00	Dickson	12	Spring	FF&E	Casegoods
TV Cabinet	GR351	71	ea	\$360.00	\$25,560.00	Dickson	12	Spring	FF&E	Casegoods
Elongated Shelf, Heng Bar & Storage Cubby @ Built-In Closet	GR353	3	ea	\$231.00	\$693.00	Dickson	12	Spring	FF&E	Casegoods
Pivoting Desk	GR-357	71	ea	\$366.00	\$26,128.00	Dickson	12	Spring	FF&E	Casegoods
TV Panel	GR359	5	ea	\$162.00	\$810.00	Dickson	12	Spring	FF&E	Casegoods
Linear Desk	GR360	5	ea	\$175.00	\$875.00	Dickson	12	Spring	FF&E	Casegoods

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Wall Hook Rail @ Fitness	PA113	1	ea	\$45.00	\$45.00	Dickson	12	Spring	FF&E	Casegoods
Retail Wall Mounted Unit Set	PA300E	1	ea	\$4,292.11	\$4,292.11	OPTO	8	Spring	FF&E	Equipment
Retail Wall Mounted Unit Set	PA300E	1	ea	\$300.00	\$300.00	OPTO	8	Spring	FF&E	Equipment
Bench @ Brand Focal Wall	PA105	1	ea	\$632.00	\$632.00	Dylyle	8	Spring	FF&E	Casegoods
Beverage Cart	PA301	1	ea	\$2,152.00	\$2,152.00	Dylyle	8	Spring	FF&E	Casegoods
Freestanding Storage Console	PA302	2	ea	\$529.00	\$1,058.00	Dylyle	8	Spring	FF&E	Casegoods
Picnic Table and Benches	PA308	2	ea	\$1,449.00	\$2,898.00	Dylyle	8	Spring	FF&E	Casegoods
Bar Counter	PA309	2	ea	\$1,068.00	\$2,136.00	Dylyle	8	Spring	FF&E	Casegoods
Side Table	PA310	2	ea	\$112.00	\$624.00	Dylyle	8	Spring	FF&E	Casegoods
Towel Storage @ Fitness	PA312	1	ea	\$1,910.00	\$1,910.00	Dylyle	5	Spring	FF&E	Casegoods
2-Top dining table	PA305	2	ea	\$133.10	\$266.20	MTS	8	Spring	FF&E	Casegoods
2-Top Continental Table	PA306	6	ea	\$160.27	\$961.62	MTS	8	Spring	FF&E	Casegoods
Accessible 4-Top Dining Table	PA307	1	ea	\$377.41	\$377.41	MTS	8	Spring	FF&E	Casegoods
Window Treatment	GR400	71	ea	\$257.75	\$35,400.25	Warp & Phil	12	Spring	FF&E	Window Treatments
Window Treatment install	GR400	71	ea	\$32.50	\$5,857.50	Warp & Phil	12	Spring	FF&E	Window Treatments
Window Treatment ADA	GR400ADAMO	5	ea	\$1,864.25	\$9,321.25	Warp & Phil	12	Spring	FF&E	Window Treatments
Window Treatment ADA install	GR400ADAMO	5	ea	\$103.00	\$515.00	Warp & Phil	12	Spring	FF&E	Window Treatments
Window Treatment @ Lobby & Corridor	PA400	2	ea	\$481.00	\$962.00	Warp & Phil	12	Spring	FF&E	Window Treatments
Window Treatment @ Lobby & Corridor install	PA400	2	ea	\$70.00	\$140.00	Warp & Phil	12	Spring	FF&E	Window Treatments
Roller Shade @ Fitness, Indoor Pool, and BOH	PA402	2	ea	\$135.25	\$270.50	Warp & Phil	12	Spring	FF&E	Window Treatments
Roller Shade @ Fitness, Indoor Pool, and BOH install	PA402	2	ea	\$35.00	\$70.00	Warp & Phil	12	Spring	FF&E	Window Treatments
Install Trip charge		2	ea	\$500.00	\$1,000.00	Warp & Phil	12	Spring	FF&E	Window Treatments
Measure Trip charge		1	ea	\$941.75	\$941.75	Warp & Phil	12	Spring	FF&E	Window Treatments
Canvas Artwork @ King Headboard	GR500	76	ea	\$59.00	\$4,484.00	Artline	6	Spring	FF&E	Artwork
Square Framed Artwork @ King Headboard	GR501	39	ea	\$25.93	\$1,011.27	Artline	6	Spring	FF&E	Artwork
Stacked Framed Artwork Set @ Queen/Queen Headboard	GR502	37	ea	\$85.85	\$3,176.45	Artline	6	Spring	FF&E	Artwork
Framed Artwork @ Desk	GR503	71	ea	\$48.16	\$3,419.36	Artline	6	Spring	FF&E	Artwork
Supplemental Artwork @ Suite	GR550	6	ea	\$63.89	\$383.34	Artline	6	Spring	FF&E	Artwork
Artwork @ Reception	PA500	1	ea	\$245.25	\$245.25	Artonomy	6	Spring	FF&E	Artwork
Artwork @ Bar Counter	PA501	2	ea	\$298.53	\$597.06	Artonomy	6	Spring	FF&E	Artwork
Artwork @ Dining	PA502	1	ea	\$98.94	\$98.94	Artonomy	6	Spring	FF&E	Artwork
Small Framed Artwork @ Breakfast	PA505	1	ea	\$51.06	\$51.06	Artonomy	6	Spring	FF&E	Artwork
Artwork @ Upper Floor Elevator Lobby	PA507A	1	ea	\$165.27	\$165.27	Artonomy	6	Spring	FF&E	Artwork
Artwork @ Upper Floor Elevator Lobby	PA507B	1	ea	\$165.27	\$165.27	Artonomy	6	Spring	FF&E	Artwork
Supplemental Lobby Artwork	PA511	1	ea	\$362.50	\$362.50	Artonomy	6	Spring	FF&E	Artwork
Large Framed Artwork @ Low Ceiling Breakfast	PA550	1	ea	\$82.56	\$82.56	Artonomy	6	Spring	FF&E	Artwork
Small Framed Artwork @ Low Ceiling Breakfast	PA551	1	ea	\$78.53	\$78.53	Artonomy	6	Spring	FF&E	Artwork
Full Length Mirror	GR594	62	ea	\$65.00	\$4,030.00	Majestic	6	Spring	FF&E	Artwork
Mirror @ 58" Vanity	GR505	41	ea	\$73.00	\$2,993.00	Majestic	6	Spring	FF&E	Artwork
Mirror @ 48" Linear Vanity	GR506	9	ea	\$62.25	\$560.25	Majestic	6	Spring	FF&E	Artwork
Mirror @ Corner Vanity - 18"	GR507	6	ea	\$41.75	\$250.50	Majestic	6	Spring	FF&E	Artwork
Mirror @ Vanity	GR508	21	ea	\$54.75	\$1,149.75	Majestic	6	Spring	FF&E	Artwork
King Bed Base	GR601	35	ea	\$90.75	\$3,178.25	Hollywood	4	Spring	FF&E	Bedding
Accessible King Bed Base	GR601ADA	4	ea	\$49.55	\$198.20	Hollywood	4	Spring	FF&E	Bedding
Queen Bed Base	GR604	72	ea	\$84.50	\$5,094.00	Hollywood	4	Spring	FF&E	Bedding
ADA Queen Bed Frame	GR604ADA	2	ea	\$46.65	\$93.30	Hollywood	4	Spring	FF&E	Bedding
King Bed Wrap	GR602	35	ea	\$28.00	\$980.00	Fil Doux	6	Spring	FF&E	Bedding
Accessible King Bed Skirt	GR602ADA	4	ea	\$35.00	\$140.00	Fil Doux	6	Spring	FF&E	Bedding
Queen Bed Wrap	GR605	72	ea	\$28.00	\$2,016.00	Fil Doux	6	Spring	FF&E	Bedding
ADA Queen Bed Skirt	GR605ADA	2	ea	\$35.00	\$70.00	Fil Doux	6	Spring	FF&E	Bedding
Dining Chair A	PA102	2	ea	\$125.00	\$250.00	EmuAmericas	8	Spring	FF&E	Seating
Dining Chair B	PA103	6	ea	\$125.00	\$750.00	EmuAmericas	8	Spring	FF&E	Seating
Barstool	PA104	6	ea	\$250.00	\$1,500.00	EmuAmericas	8	Spring	FF&E	Seating
Dining Chair @ Pool and Patio	OF704	12	ea	\$125.00	\$1,500.00	EmuAmericas	8	Spring	FF&E	Seating
Dining Table @ Pool and Patio	OF705	3	ea	\$325.00	\$975.00	EmuAmericas	8	Spring	FF&E	Seating

10/2/2025

2

Umbrella @ Outdoor Pool and Patio	OF701	3	ea	\$311.85	\$935.55	Ratana	8	Spring	FF&E	Seating
Umbrella Base @ Outdoor Pool and Patio	OF701.1	3	ea	\$530.15	\$1,590.45	Ratana	8	Spring	FF&E	Seating
Carpet Tile @ Guestroom	CP01	2415	sq yd	\$15.54	\$37,529.10	Shaw	8	Spring	FF&E	Flooring
Carpet Base	CP01.1	5870	lf	\$0.62	\$3,639.40	Shaw	8	Spring	FF&E	Flooring
Carpet Tile @ Corridors, Hospitality Suite & elevator cab	CP10	324	sq yd	\$17.49	\$5,666.76	Shaw	8	Spring	FF&E	Flooring
Carpet base @ Corridor	CP10.1	953	lf	\$0.62	\$590.86	Shaw	8	Spring	FF&E	Flooring
Area Rug - 11'0" x 4'	CP12.1	1	ea	\$300.00	\$300.00	Shaw	8	Spring	FF&E	Flooring
Area Rug - 11'0" x 8'	CP12.2	1	ea	\$600.00	\$600.00	Shaw	8	Spring	FF&E	Flooring
Carpet Tile @ Lobby & Reception	CP13	25	sy	\$15.64	\$391.00	Shaw	8	Spring	FF&E	Flooring
Broadloom carpet @ stairwells & BOH	CP14	22	sy	\$12.59	\$276.88	Shaw	8	Spring	FF&E	Flooring
Resilient Base @ Fitness - 48 lf per box	RB-10	6	bx	\$90.24	\$541.44	Shaw	8	Spring	FF&E	Flooring
VCT @ BOH	VCT-10	215	sf	\$1.35	\$290.25	Tarkett	8	Spring	FF&E	Flooring
Resilient Flooring @ Fitness	RES-10	280	sf	\$1.69	\$473.20	Ecore	8	Spring	FF&E	Flooring
Brand Focal Wall - malachite - 6ft wide	SF10.1	2	set	\$275.83	\$551.66	MDC	4	Spring	FF&E	Wall Vinyl
Brand Focal Wall - grass - 6 ft wide	SF10.2	1	set	\$275.83	\$275.83	MDC	4	Spring	FF&E	Wall Vinyl
Brand Focal Wall chambrey - 6ft wide	SF10.3	1	set	\$275.83	\$275.83	MDC	4	Spring	FF&E	Wall Vinyl
Accent Vinyl Wallcovering @ Reception & Lobby	WC-13	60	yd	\$6.10	\$366.00	Momentum	4	Spring	FF&E	Wall Vinyl
Accent Wallcovering @ Brand Focal Wall, Breakfast, 1st Floor Elevator Lobby, & Fitness	WC-15	60	yd	\$6.25	\$375.00	Momentum	4	Spring	FF&E	Wall Vinyl
Wood Tambour Cladding @ Reception & Breakfast (1 x 6 panels)	WD-10	12	ea	\$168.00	\$2,016.00	Surfacing Solutions	6	Spring	FF&E	Wall Vinyl
Product Cost					\$411,825.15					
Direct Shpg.										
King Mattress	GR600.1	39	ea	\$329.00	\$12,831.00	Sealy	4	Spring	FF&E	Bedding
King Foundation	GR600.2	78	ea	\$92.00	\$7,176.00	Sealy	4	Spring	FF&E	Bedding
Queen Mattress	GR603.1	74	ea	\$283.00	\$19,462.00	Sealy	4	Spring	FF&E	Bedding
Queen Mattress Foundation	GR603.2	74	ea	\$109.00	\$8,066.00	Sealy	4	Spring	FF&E	Bedding
Television - 50"	E01	76	ea	\$504.00	\$38,304.00	LG	8	Spring	FF&E	Equipment
Microwave	E04	71	ea	\$62.00	\$4,402.00	Danby	4	Spring	FF&E	Equipment
Refrigerator	E02	76	ea	\$139.00	\$10,564.00	Danby	4	Spring	FF&E	Equipment
Market Refrigerator/Freezer	RE-01	1	ea	\$11,626.26	\$11,626.26	True	4	Spring	FF&E	Equipment
Market Merchandiser - Counterize	RE-02	1	ea	\$2,256.71	\$2,256.71	True	4	Spring	FF&E	Equipment
Guest Bath Vanity Sink Basin	PF01	71	ea	\$68.95	\$4,896.16	Ferguson	4	Spring	FF&E	Plumbing
Guest Bath Vanity Faucet	PF02	72	ea	\$98.14	\$7,066.08	Ferguson	4	Spring	FF&E	Plumbing
Showhead	PF03	76	ea	\$22.28	\$1,693.28	Ferguson	4	Spring	FF&E	Plumbing
Tile @ Guest Bath Floor & Public Restroom	T01	3223	sf	\$1.99	\$6,413.77	Daltile	6	Spring	FF&E	Flooring
Tile Base @ Guest Bath Floor & Public Rest.	T01.1	768	pc	\$4.76	\$3,671.04	Daltile	6	Spring	FF&E	Flooring
Moasic Tile @ Guest Bath Roll-In Shower Floor & Post Waterline	T-02	63	sf	\$3.31	\$208.53	Daltile	6	Spring	FF&E	Flooring
Tile @ Lobby, Elevator Lobby, Guest Laundry & Breakfast	T10	761	sf	\$2.10	\$1,596.10	Daltile	6	Spring	FF&E	Flooring
Wall Tux @ Breakfast Buffet	T-11	36	sf	\$1.65	\$59.40	Daltile	6	Spring	FF&E	Flooring
Product Cost - Direct Shpg.					\$141,214.30					
Total Product Cost					\$752,119.46					
Freight					\$62,817.92					
Tax					\$42,761.65					
Total Project Cost					\$677,699.03					

## Notes:

OCFI items (carpet, wallcovering, tile, etc.): These are estimates and need to be confirmed by owner or installer prior to ordering  
 Window Treatments: Quantities may adjust once a site measure is completed.

**EXHIBIT C**  
**FORM OF COMPANY CERTIFICATIONS**

The following certification shall be made annually on or before February 1 of the following year commencing in the year 2027:

TO: CITY OF KANSAS CITY, MISSOURI PURSUANT TO **SECTION 3.01** OF THE TAX REDIRECTION AGREEMENT DATED AS OF \_\_\_\_\_, 2026, BETWEEN THE CITY OF KANSAS CITY, MISSOURI, AND HS KC PLAZA, LLC

The undersigned Authorized Company Representative hereby states and certifies to the City as follows:

1. The number of persons employed at the Project Site by the Company during the preceding calendar year was as follows:

Total number of persons employed at the Project Site : \_\_\_\_\_

Average wage of persons employed at the Project Site: \_\_\_\_\_

2. The total payroll for persons employed at the Project Site by the Company during the preceding calendar year was as follows:

Total Annual Payroll: \$ \_\_\_\_\_

3. The total amount of earnings taxes generated at the Project Site and remitted by the Company to the City for the preceding calendar year was as follows:

Total Annual Earnings Taxes: \$ \_\_\_\_\_

**HS KC PLAZA, LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Company Representative

**EXHIBIT D**  
**Contractor Utilization Plan**

**EXHIBIT E**  
**Prevailing Wage**

## EXHIBIT F

# CREO INSTRUCTIONS FOR TAX-INCENTIVIZED CONSTRUCTION

## CONTRACTS

### PART A. MINORITY/WOMEN BUSINESS ENTERPRISE REQUIREMENTS

#### I. City's M/WBE Program.

- A. These Human Relations Department ("HRD") Forms & Instructions are incorporated into the Contract between Developer and City.
- B. The City has adopted a Minority/Women Business Enterprise ("M/WBE") Program (Sections 3- 421 through 3-469, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible participation in tax-incentivized contracts and change orders of firms owned and controlled by minorities and women. Each Contract may have a MBE and/or WBE goal for participation. An MBE or WBE goal is a numerical objective the City has set for the contract. Goals are stated as a percentage of contract dollars. For example, if an MBE goal for a contract is 10% and Developer contracts for \$100,00 in improvements, the goal for MBE participation would equal \$10,000.
- C. Although it is not a requirement that a Developer in fact meet or exceed both the MBE and WBE goals, it is a requirement that a Developer objectively demonstrate to the City that good faith efforts have been made to meet the goals. Developers must attempt to meet both the MBE and WBE goals. Under circumstances where it is reasonably anticipated that underutilization will occur, a Developer must request a waiver of the M/WBE goals.
- D. The following HRD Forms are incorporated by reference and must be used for M/WBE utilization or closeout:
  1. Contractor Utilization Plan/Request for Waiver (HRD Form 8); and
  2. Letter of Intent to Subcontract (HRD Form 00450.01); and
  3. Construction Contractor Employee Identification Report (HRD Form 048S.04); and
  4. Timetable for M/WBE Utilization (HRD Form 1O); and
  5. Request for Modification or Substitution (HRD Form 11); and
  6. Contractor Affidavit for Final Payment (Form 01290.14); and
  7. Subcontractor Affidavit for Final Payment (Form 01290.15).

**IMPORTANT:** A certified M/WBE firm is a firm that has been certified by the City's Human Relations Department as such. The City gives M/WBE credit for a Developer's use of City certified M/WBEs. A M/WBE firm must be certified before the date on which the CUP is submitted. Certified MBEs and WBEs are listed in the M/W/DBE Kansas City MO Online Directory, which is available on the City's website at [www.kcmo.gov](http://www.kcmo.gov). Before a Developer submits a CUP, the Developer is responsible to contact HRB and consult the Directory to make sure any firm proposed for use for M/WBE participation is current certified.

#### II. Required Submissions Following Application Approval

- A. Developer must submit the following documents, no later than ninety (90) days after the date upon which the City Council adopts an ordinance authorizing tax abatements for the Redevelopment Project and, in any event, prior to commencement of the Project:
  1. **Contractor Utilization Plan/Request for Waiver (BRD Form 8).** This form states a

Developer's plan to use specific M/WBEs in the performance of the contract. The form must be completed with the following information:

- a. The work to be performed by each M/WBE and the amounts each is to be paid for the work; and
- b. The name, address, race or ethnic origin, gender and employer identification number or social security number of each M/WBE that will perform the work.
- c. An automatic request for waiver is inherent in the form when a Developer anticipates that it will not meet or exceed the M/WBE goals for the contract but believes that it has made good faith efforts to meet or exceed the goals. If a waiver is requested, HRD will examine the Developer's documentation of good faith efforts and make a recommendation to grant or deny the waiver.

NOTE: HRD will recommend a waiver be granted *only* if the Developer has documented proof of good faith efforts to obtain M/WBE participation.

2. **Letter(s) of Intent to Subcontract (BRD Form 00450.01).** A Letter of Intent (LOI) must be provided from each M/WBE listed on the Contractor Utilization Plan (CUP). These LOIs verify that the M/WBE has agreed to execute a formal agreement for the scope(s) of work to be performed and the price agreed upon for the work. This form must be submitted with the CUP.
3. **Construction Contractor Employee Identification Report (BRD Form 0485.04).** This form states the Developer's General Contractor's company-wide personnel/staff at the time of submittal. This form lists the number of employee(s) by name, address, title, gender, and ethnicity. *See Part B of these instructions for details.*
4. **First Source Job Order Form** (available at [www.feckc.org](http://www.feckc.org)). *See Part B of these instructions for details.*

### **III. Required Monthly Submissions during term of Contract.**

- A. Developer must submit the following document on a monthly basis during construction of the project:

#### **1. M/WBE Monthly Utilization Report.**

Developer shall submit this report through the B2GNow Diversity Management System (B2GNow). HRD Form 00485.01 may be submitted in lieu of the B2GNow system under certain conditions. Reports must be submitted to the Director by the 15<sup>th</sup> of each month. Failure to submit timely reports may result in delays in processing of current and future tax-incentive approvals.

### **IV. Required Submittals Upon Completion of the Project.**

- A. Developer must submit the following documents when project work is complete:
  1. Contractor/Developer Affidavit for Final Payment (Form O1290.14)
  2. Subcontractor Affidavit(s) for Final Payment (Form 01290.15)
  3. Final B2GNow Monthly Contract Audit Report with all payment audits confirmed.

### **V. Additional Submittals**

- A. Developer must submit the following documents *when* requested by City:
  1. Timetable for M/WBE Utilization (HRD Form 10).
  2. Affirmative Action Workforce Form (HRD Form 0801-07)
  3. Documentation of good faith efforts.

- B. Developer may be required to make additional submittals during the term of the Contract, including

**Request for Modification or Substitution (HRD Form 11).** Refer to Section VIII, *Modification of the Contractor Utilization Plan or Substitution of an M/WBE*, for additional instructions on when this form must be submitted.

## **VI. M/WBE Participation Credit.**

**A** The following shall be credited towards achieving the goals:

1. The total contract dollar amount that a Developer has paid or is obligated to pay to its general contractor or a subcontractor that is a qualified M/WBE, except as otherwise expressly provided for herein.
2. Twenty-five percent (25%) of the total dollar amount paid or to be paid by a Developer to obtain supplies or goods from a supplier who is a qualified M/WBE.
3. Ten percent (10%) of the total dollar amount paid or to be paid by a Developer to obtain supplies or goods from a supply broker who is a qualified M/WBE.
4. One hundred percent (100%) of the total dollar amount paid or to be paid by a Developer to a manufacturer of construction supplies who is a qualified M/WBE.
5. Subcontractor participation with a lower tier M/WBE subcontractor using one of the above methods of participation.

**B. NO CREDIT**, however, will be given for the following:

1. Participation by a M/WBE that is not certified by the City of Kansas City Missouri.
2. Participation in a contract by a M/WBE that does not perform a commercially useful function as defined by the Program; and
3. Any portion of the value of the contract that a M/WBE subcontractor subcontracts back to the Developer or the Developer's General Contractor or any other contractor who is not a qualified M/WBE; and
4. A M/WBE Developer's own participation in its contract with the tax-incentive agency; and
5. Materials and supplies used on the contract unless the M/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself; and
6. Work performed by a M/WBE in scope of work other than that in which the M/WBE is currently certified.
7. In determining the amount actually paid to qualified M/WBEs, no credit will be given for the portion of participation that was not approved by the Director; unless the Director determines that the Developer acted in good faith.

## **VII. Methods for Securing Participation of M/WBE1 and Good Faith Efforts.**

- A.** In the event a Developer does not meet M/WBE goals or anticipates that it will not meet M/WBE goals, the efforts taken by the Developer will be evaluated to determine whether good faith efforts were made to secure participation. Mere administrative effort to comply with the factors herein does not constitute good faith efforts alone. An analysis will be completed to determine if a Developer has in fact made good faith efforts to secure M/WBE participation.
- B. Definition of Good Faith Efforts.** A Developer is encouraged to make good faith efforts to achieve the M/WBE goals. Good faith efforts are efforts that, given all relevant circumstances, a Developer is actively and aggressively seeking to meet the goals can be reasonably expected to make. Good faith efforts must be made before the Developer submits a CUP.

C. In evaluating good faith efforts, the Director of HRD will consider whether the Developer has performed the following, along with any other relevant factors:

1. **Advertisement.** Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, and publications of minority and women's business organizations in sufficient time to allow M/WBE firms to participate effectively.
2. **Notice.** Provided notice to a reasonable number of minority and women's business organizations of specific opportunities to participate in the contract in sufficient time to allow M/WBE firms to participate effectively.

**3. Direct Contact.**

- a. Sent written notices, by certified mail or facsimile, to qualified M/WBEs soliciting their participation in the contract in sufficient time to allow them to participate effectively.
- b. Attempted to identify portions of the work for qualified M/WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units. A Developer should send letters by certified mail or facsimile to those M/WBE contractors identified by HRD listed in those categories, which are in those subcontractors' scope of work.
- c. The portion of work for which a proposal from an M/WBE is being solicited shall be as specific as possible. Letters which are general are not acceptable.

4. **Contact with HRD.** Requested assistance in achieving the M/WBE goals from the Director and acted on the Director's recommendations.
5. **Conference.** Conferred with qualified M/WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
6. **Negotiations.** Attempted to negotiate in good faith with qualified M/WBEs to perform specific subcontracts; not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Documentation of good faith negotiations with M/WBEs from whom proposals were received in an effort to reach a mutually acceptable price should include:
  - a. Names, addresses and telephone numbers of M/WBEs that were contacted and date of contact.
  - b. The information provided to M/WBEs regarding the plans and specifications for portions of the work to be performed by them;
  - c. The reasons no agreement was reached with any M/WBE, including the basis for any rejection (i.e., availability, price, qualifications or other);
  - d. Descriptions of attempts to provide technical assistance to M/WBEs to obtain necessary insurance and/or to obtain necessary supplies at the best prices available.

NOTE: Upon request by the City, a Developer will be required to give the City documentation to prove that it made good faith efforts. The Developer will be contacted by the City with further instructions if documented proof of good faith efforts is needed.

**VIII. Modification of the Contractor Utilization Plan or Substitution of an M/WBE.**

- A. After a CUP has been approved, a Developer or its General Contractor may wish to substitute an MBE and/or WBE or request that the amount of M/WBE participation listed in its CUP be modified. If so, Developer must file a Request for Modification or Substitution

(HRD Form 11) **prior to actual substitution and within a reasonable time after learning that a modification or substitution is necessary.** The Director may approve substitutions or modifications.

Upon approval, the modifications and substitutions will become an amendment to the CUP. Modifications or substitutions may be approved when:

1. The Director finds that the Developer made and provided evidence of good faith efforts to substitute the M/WBE listed on the CUP with other certified M/WBEs for the scope of work or any other scope of work in the contract; AND
2. The Director also finds one (1) of the following:
  - a. The listed M/WBE is non-responsive or cannot perform; or
  - b. The listed M/WBE has increased its previously quoted price to the Developer or contractor without a corresponding change in the scope of the work; or
  - c. The listed M/WBE has committed a material default or breach of its contract with the Developer; or
  - d. Requirements of the scope of work of the contract have changed and render subcontracting not feasible or is considered not feasible at the levels required by the goals established for the contract; or
  - e. The listed M/WBE is unacceptable to the contracting tax-incentive agency; or
  - f. The listed M/WBE thereafter had its certification revoked; or
  - g. The Developer has not attempted intentionally to evade the requirements of the Program and it is in the best interests of the City to allow a modification or substitution.
- B. A modification shall not be made unless the modification or substitution has first been requested and approved by the Director. Once a modification has been approved *Construction Contractor Employee Identification Report* (HRD Form 0485.04) must be submitted at least ten (10) days prior to the commencing work on a tax-incentivized contract by the newly approved subcontractor.

## **IX. Access to Documents and Records; Cooperation with Surveys & Studies.**

- A. By submitting an application with a tax-incentive agency, Developer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Developer as may be necessary to ascertain compliance with the requirements of this document and the Act, within ten (10) days of the date of the written request.
- B. By submitting an application, Developer agrees to cooperate with the contracting tax-incentive agency and HRD in studies and surveys regarding the M/WBE program.

## **X. Miscellaneous.**

- A. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.
- B. The City Council may waive the requirements of this document and the Program if the City Council determines a waiver is in the best interests of the City.
- C. The Director may grant Developers time extensions for submission of CUP and LOIs.
- D. A Developer shall bear the burden of proof with regard to all issues on appeal.

## **XL. Liquidated Damages**

- A. If Developer fails to achieve the M/WBE goals stated in its CUP or fails to illustrate good faith efforts to achieve the M/WBE goals stated in its CUP, the City could sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, if the payment of liquidated damages by Developer is deemed warranted pursuant to Section XLB below, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals set forth in the Contractor Utilization Plan, as amended, and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function could be due from the Developer as liquidated damages.
- B. Liquidated damages will not be imposed when, for reasons beyond the control of the Developer, the M/WBE participation stated in the CUP, as amended and approved by the Director is not met.

## **PART B. CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS**

(THIS PART IS APPLICABLE TO CONTRACTS ESTIMATED TO REQUIRE MORE THAN 800 CONSTRUCTION LABOR HOURS AND COSTING IN EXCESS OF \$324,000.00.)

### **I. City's Construction Employment Program.**

- A. The City has adopted a Construction Employment Program (Sections 3-501 through 3-525, Code of Ordinances) (the "Program") to implement the City's policy of supporting the fullest possible utilization of minority and women workers in the construction industry. A person or firm who is awarded a contract to construct, reconstruct, improve, enlarge or alter any fixed work that is estimated by the City prior to solicitation as requiring more than 800 construction labor hours, has an estimated cost that exceeds \$324,000.00, and involves the expenditure of public funds, is subject to company-wide construction employment goals. The minimum goals are currently set at 10% for minorities and 2% for women, but public recognition may be provided if the bidder achieves at least twice the minimum participation. The successful bidder may meet these company-wide goals by counting the bidder's utilization of minorities and women throughout the Kansas City metropolitan statistical area.
- B. These Human Relations Department ("HRD") Forms & Instructions are part of the Contract documents. Developer agrees, as a material term of the contract, to carry out the City's Construction Employment Program by making good faith efforts to utilize minority and women workers on the job sites to the fullest extent. Developer agrees that the Program is incorporated into this Contract and agrees to follow the Program. Although it is not a **requirement** that a Developer meet or exceed the construction employment goals to receive approval from HRD, a Developer not doing so is required to objectively demonstrate to HRD that good faith efforts have been made.

### **II. Required Monthly Submissions during Term of Contract.**

- A. The following HRD Forms are to be used for Construction Employment Program submittals:
  1. Project Workforce Monthly Report (HRD Form 00485.02) This report is contract specific. Two copies of this report must be submitted to the City by the 15th of each month. The first copy will be utilized to report the general contractor's workforce compliance data with regard to this Contract. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by general contractor on this Contract.
  2. Company-Wide Workforce Monthly Report (HRD Form 00485.03). This report is not contract specific; it is used to report on the utilization of females and minorities, by trade, company-wide. Two copies of this report must be submitted to the City by the 15th of each month. The first copy will be utilized to report the general contractor's workforce compliance data with regard to every contract (both privately and publicly funded) general contractor has in progress throughout the Kansas City metropolitan statistical area. The second copy will be utilized to report consolidated workforce compliance

### **III. Submittal Required for Final Approval.**

- A. The last Project Workforce Monthly Report(s) and Company-Wide Workforce Monthly Report(s) shall serve as the final reports and must be submitted before final approval will be made. Contractor shall note the submittal of the final reports by notation in the box entitled "Final Cumulative Report".

### **IV. Methods for Securing Workforce Participation and Good Faith Efforts**

- A. Developer is required to make good faith efforts to achieve the construction employment goals. If Developer will be unable to secure enough minority and female participation to meet or exceed the construction employment goals, Developer must, within a reasonable time after so learning, request a waiver or modification of the goals by the Director of HRD. The Director will examine the request and the documentation of good faith efforts and grant or deny a waiver or modification. The Director will grant a waiver or modification only if the Developer shows a good faith effort has been made to minority and female participation.

In evaluating good faith efforts, the Director will consider whether the Developer has performed the following:

1. For those Developers with contractors that are not signatories to a collective bargaining agreement with organized labor:
  - a. Requested in writing the assistance of the Director with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon the Director's recommendations; and
  - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar days prior to the utilization of any construction services on the city construction contract and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and
  - c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
  - d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organization, schools with a significant minority student population, and training organizations serving the recruitment area; and
  - e. Established and maintained a current list of resident, minority and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
  - f. Maintained a current file for the time period of the city construction contract with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefore; and

- g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
- h. Required by written contract that all subcontractors comply with the above efforts.

2. For those Developers with contractors that are signatories to collective bargaining agreements with organized labor:

- a. Supported the efforts of the Joint Apprenticeship Training Committee (JATC), a joint effort of Labor Unions and contractors, or some other apprenticeship program, whose purpose is to recruit, train and employ new workers for a full time career in the construction industry; and
- b. Requested in writing from each labor union representing crafts to be employed that:
  - i. the labor union make efforts to promote the utilization of residents of the City, minorities and women in the workforce; and
  - ii. the labor union identify any residents of the City, minorities and women in its membership eligible for employment; and
  - iii. the JATC take substantial and real steps to increase the participation of minorities in the union apprenticeship programs in the aggregate to 30% by 2011 and encourage other labor unions to do the same; and
  - iv. the JATC take substantial and real steps to increase the participation of women in the union apprenticeship programs in the aggregate to 5% by 2011 and encourage other labor unions to do the same; and
  - v. the JATC partner with workforce preparedness programs, community-based organizations, employment referral programs and school-sponsored programs to accomplish these goals.
- c. Collaborated with labor unions in promoting mentoring programs intended to assist minorities and women in increasing retention with the goals of achieving sufficient annual hours to qualify for applicable benefits; and
- d. Maintained a current file with the name, address, and telephone number of each resident, minority and women worker identified by the labor union, whether or not the person was hired, and in the event the person was not hired, the reason therefore.
- e. To the extent the good faith efforts applicable to bidders that are signatories to collective bargaining agreements with organized labor conflict with the procedures implemented by the bidder in order to comply with the relevant bargaining agreement, the bidder shall substitute other procedures as may be approved by the Director in writing.

A Developer will be required to give the City documentation to prove that it made good faith efforts. The Developer will be contacted by the City with further instructions about when this documentation must be submitted.

## **V. Access to Documents and Records.**

A. Developer agrees to permit the City, its duly authorized agents or employees, access at all reasonable times to all books and business records of Developer as may be necessary to ascertain compliance with the requirements of this document and the Program, within ten (10) days of the date of the written request. Each Developer further agrees to require, if awarded the contract, that every subcontractor permit the City the same access to

documents and records.

B. Developer agrees to cooperate with the contracting department and HRD in studies and surveys regarding the construction employment program.

## **VI. Miscellaneous.**

A. A Developer or contractor shall bear the burden of proof with regard to all issues on appeal.

B. Developer may be required to meet with the Director of HRD or the Director's designee for the purpose of discussing the construction employment program, the Developer's efforts to realize the goals, and any other problems and/or issues affecting the realization of the goals or the program in general.

C. In the event of any conflict between this document and the Program, the provisions of the Program shall control. The terms used in this document are defined in the Program.

## **VII. Liquidated Damages; Suspension- Workforce Program.**

A. If Developer fails to achieve the construction employment goals without having previously obtained a waiver or modification of those goals, the City could sustain damages, the exact extent of which would be difficult or impossible to ascertain. These damages are magnified if the failure to abide by the requirements of the Workforce Program is recurring. Therefore, if Developer failed to meet or exceed the minimum employment goals or otherwise establish that Developer is entitled to a waiver liquidated damages could be assessed the sum of three thousand dollars (\$3,000.00).

B. In addition, if Developer failed to meet or exceed the minimum employment goals or otherwise establish that Developer is entitled to a waiver, Developer could be required to attend mandatory compliance training on Workforce Program compliance

## **VII. First Source Program**

A. The City has established a labor force recruiting program intended to assist contractors in identifying, interviewing and hiring qualified job applicants residing in Kansas City, Missouri. While a Developer is not prohibited from hiring persons residing outside Kansas City, Missouri, the recruiting resource provided for herein (the "First Source Program") must be utilized by the Developer subject to the construction employment goals as set forth in this **PART B, CONSTRUCTION EMPLOYMENT PROGRAM REQUIREMENTS.**

B. The City utilizes the services of the Full Employment Council, Inc., to administer the First Source Program. The Developer shall contact the Full Employment Council within 48 hours execution of the Contract, regardless of whether the Developer has any hiring needs at that time, and within 48 hours following any job vacancy which the Developer reasonably anticipates filling during the term of the Contract. The Developer shall comply with the First Source Program requirements as implemented by the Full Employment Council unless otherwise excused in writing by the Director of HRD for good cause shown. To ensure compliance with the First Source Program, the Developer shall contact those persons at the Full Employment Council responsible for administering the program which may be identified by visiting their website at [www.feckc.com](http://www.feckc.com) and clicking on the link for KCMO First Source Hiring Program.

C. The Developer shall require that its general contractor and subcontractors utilize the First Source Program to the same extent that the Developer is required to do so, and shall incorporate the requirements of this Section VIII into every subcontract. Every subcontractor shall be required to contact the Full Employment Council within 48 hours of subcontract award, regardless of whether the subcontractor has any hiring needs at that time, and within 48 hours following any job vacancy which the subcontractor reasonably

anticipates filling during the term of their subcontract.

## **EXHIBIT G**

### **Certification of Costs and Reimbursement Policy**

**Policy Statement:** The purpose of this Certification of Costs and Reimbursement Policy is to outline the procedure and set forth all such requirements and obligations that must be observed and complied with as a requirement of any contribution of sales taxes to any development project.

#### **Actions Required Prior to Certification**

1. The City Council must have authorized, by ordinance, the execution of the agreement pursuant to which sales tax revenues are to be contributed.
2. The City and the relevant developer must have properly executed an agreement identifying the improvements for which the Developer will incur costs and seek reimbursement. Costs shall not be certified or reimbursed if the Developer is in breach of such agreement, or any other agreement related to the project executed by any public entity pursuant to which real and/or personal property taxes are to be abated or exempted.

#### **Obligation of Developer Prior to Reimbursement**

1. Prior to the City's reimbursement of any eligible reimbursable costs, the Developer shall submit via e-mail or two (2) copies of all documentation if requested, in a format as reasonably requested by the City or the Cost Certifier, to substantiate that such costs were incurred and have not been reimbursed or otherwise paid from any other public source.
2. The Developer may be requested to meet with City staff or the Cost Certifier to address questions or concerns that may arise concerning a certification request, in which event, Developer shall attend such meeting.

#### **Obligation of City Staff During Certification Process**

1. City staff will forward to the Cost Certifier the certification request as stated by the Developer, along with the original documentation submitted by the Developer and any other information requested by the Cost Certifier.
2. In the event questions or requests for additional documentation arise during the review process, City will maintain a copy of all additional documentation provided to the Cost Certifier.
3. The City shall not consider requests for reimbursement from the Developer (a) that are not submitted pursuant to this policy and (b) that are not submitted to the City within eighteen (18) months from the date such costs were incurred by the Developer.

#### **Cost Certifier's Review and Report: Certification**

1. Upon the Cost Certifier's receipt of a request for certification, the Cost Certifier shall review all documentation provided with such request and will issue a report notating the amount recommended for certification by the City, and any disallowed or questioned costs.

2. City will notify the Developer of disallowed or questioned costs and the reason for the questioned costs included in the recommendation from Cost Certifier. In the event that the Developer is able to address the disallowed or questioned costs, City will cooperate with the Developer and Cost Certifier to answer the questions and complete the report.

3. The certification of costs shall be made by the City's Director of Finance. Following such certification the amounts so certified shall be distributed in accordance with the terms of the applicable agreement under which the sales taxes are being contributed.

#### **Selection of Cost Certifier**

The City shall select the Cost Certifier to be used hereunder from the list of Cost Certifiers providing such services to the Tax Increment Financing Commission of Kansas City, Missouri.

**EXHIBIT H**

## Agreement of Verification for City Base Year Economic Activity Taxes

## Project: Seville Hotel Improvement Project

Ordinance: **Ordinance Approval Date:** **Base Year: 2024**

## Project Area Base Year Convention & Tourism Tax:

Development Finance has completed verification of the above information per the terms of the tax redirection agreement.

The City and developer acknowledge the base year cannot be modified in subsequent years, except as mutually agreed to by the parties to this agreement.

Base year calculations have been verified by:      Acknowledgement of receipt:

By: \_\_\_\_\_  
Name, Title  
City of Kansas City, Missouri

By: \_\_\_\_\_  
Name, Title  
HS KC PLAZA, LLC

Date Rec'd:

Date Rec'd:

### Acknowledgement of receipt:

By: \_\_\_\_\_  
Aaron Dispenza, Financial Manager  
City of Kansas City, Missouri

Date Rec'd:

**EXHIBIT I**

**Form of Certification of Eligible Reimbursable Funds Collected**

**CERTIFICATION TO THE CITY OF KANSAS CITY, MISSOURI UNDER TAX  
REDIRECTION AGREEMENT DATED \_\_\_\_\_, 2026 AMONG THE CITY OF  
KANSAS CITY, MISSOURI AND GLI HOSPITALITY, INC.**

**HS KC PLAZA, LLC (HSKCP) hereby certifies as follows:**

For the calendar year ending December 31, 20\_\_\_\_:

(a) The total annual taxes generated with respect to the operations of the Hotel from the City's 7.50% convention and tourism tax imposed on sales or charges for hotel rooms imposed by the City pursuant to Section 68-551(a)(1) of the City's Code of General Ordinances, or any successor provision thereto, is \$\_\_\_\_\_ , and the Project Area Base Convention & Tourism Tax is \$\_\_\_\_\_ ; and

(b) The Federal Employer Identification Number (FEIN) used to file the taxes referenced in paragraph (a) is \_\_\_\_\_ , and the account number used to file the taxes referenced in paragraph (a) is \_\_\_\_\_ .

Terms used herein as defined terms and not otherwise defined herein shall have the meaning set forth in the Agreement.

**HS KC PLAZA, LLC**

Dated: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

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

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



No  
Docket Memo  
Provided  
For  
260192



# Kansas City

## Legislation Text

414 E. 12th Street  
Kansas City, MO  
64106

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**File #:** 250553

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### [COMMITTEE SUBSTITUTE FOR] RESOLUTION NO. 250553

Sponsor: Mayor Quinton Lucas

**RESOLUTION** - Directing the City Manager to develop an Office of Grants Management and develop standardized grant policies and procedures with a report back to Council within 90 days.

WHEREAS, the City regularly and actively seeks and manages multiple federal, state, and private grants to support municipal operations and community programs; and

WHEREAS, establishing a dedicated Office of Grants Management will create standardized and efficient processes for grants management across all departments; and

WHEREAS, establishing a dedicated grants and philanthropy office represents an emerging national best practice among Mayors' offices and City administrations, as such an office elevates these critical functions and creates a focused team capable of pursuing grants in all their forms from state and federal agencies as well as local and national philanthropic opportunities; and

WHEREAS, department staff have specialized programmatic expertise that must inform grant-related decisions, and this expertise shall guide the development of policies and procedures; and

WHEREAS, effective grant management maximizes funding opportunities, ensures compliance, and maintains proper documentation and reporting; and

WHEREAS, the current federal funding uncertainties require improved local capacity for strategic grant management and diversified funding approaches; and

WHEREAS, grant management software systems are recognized as a best practice by municipal governments and grant-making organizations to ensure efficient and compliant grant administration; and

WHEREAS, implementing such a system would improve operational efficiency, reduce administrative burden, and potentially increase the City's grant funding success; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. The City Council directs the City Manager to:

- A. Establish an Office of Grants and Philanthropy Management by coordinating with Department Directors and grants management staff. The Office shall serve as a centralized support hub for grant activities across all City departments, while programmatic decisions on grant applications and management remain with the departments possessing the relevant content expertise.
- B. Develop recommendations for comprehensive grant policies and procedures, including:
  - a. Standards for when Council approval is required
  - b. Use of grants management software to streamline internal procedures
  - c. Guidelines for application, administration, compliance, and reporting, including standards for when and how the Finance and Law Departments review grants related activities
- C. Report back to City Council within 90 days with the following:
  - a. Detailed plan for the Office of Grants Management
  - b. Policy and procedure recommendations outlined in Section 1B
  - c. Delineation of which recommendations require Council approval and which can be implemented administratively

..end

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**No Docket Memo  
Provided for  
Resolution No.**

**250553**



# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #:** 251028

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### ORDINANCE NO. 251028

**Sponsor:** Mayor Quinton Lucas and Councilmembers Nathan Willett and Johnathan Duncan, and Darrell Curls

Amending Chapter 50, Code of Ordinances, by enacting a new section 50-206 and 50-207 for the purpose of prohibiting the sale of certain psychoactive substances and dangerous chemical inhalants within the city.

WHEREAS, a number of vape shops, convenience stores, gas stations, and smoke shops within Kansas City sell products such as Kratom, 7-OH, Delta-8 and Delta-9 THC edibles and drinks, hemp-derived cannabinoids, nitrous oxide, K2, bath salts, amanita mushroom products, tianeptine, and other chemical analogues designed to produce psychoactive or intoxicating effects; and

WHEREAS, these products are currently sold with little oversight, regulation, and enforcement and pose health and public safety concerns; and

WHEREAS, residents and community members have reported that unregulated psychoactive substances have contributed to addiction, dependence, and significant health harms among their loved ones;

WHEREAS, the Kansas City Health Department (“KCHD”) has reported that the Overdose Fatality Review Board recently examined a case involving a polysubstance overdose in which Kratom was detected on the autopsy toxicology screen, and the Board is continuing to monitor and evaluate future cases involving these substances; and

WHEREAS, KCHD advises that there are no FDA-approved medical uses for Kratom or its alkaloids, that Kratom is not legally marketed in the United States as a drug product, dietary supplement or food additive, and that federal health agencies warn against its use; and

WHEREAS, on November 6, 2025, the City passed Committee Substitute for Resolution 250942, which directed the City Manager to evaluate kratom regulations in other Missouri municipalities and make recommendations within thirty (30) days for any necessary code amendments to regulate kratom in the City; and

WHEREAS, KCHD notes that hemp-derived intoxicating cannabinoids such as Delta-8 and Delta-9 THC edibles and drinks have not been evaluated or approved by the FDA for safe use in any context, and the Missouri Department of Health and Senior Services has advised Missourians to avoid these products; and

WHEREAS, KCHD reports that nitrous oxide is not approved by the FDA for recreational use and that it has issued strong warnings regarding misuse outside of approved medical, dental, food processing or industrial settings; and

WHEREAS, while the sale of drug paraphernalia intended for illegal drug use is prohibited under existing City Code, operators of certain vape stores, convenience stores, liquor stores, and smoke shops frequently deny knowledge of the illicit purpose of such items, even when the manner of marketing, display, or sale indicates the products are used to facilitate illegal drug consumption, thereby contributing to public health and public safety harms, neighborhood instability, and diminished economic vitality within Kansas City; and

WHEREAS, the City's Public Safety Task Force has observed that several businesses associated with nuisance activity or repeated disorder incidents sell certain unregulated substances and drug paraphernalia, and the Task Force routinely recommends that these businesses discontinue the sale of such products in order to reduce nuisance conditions and improve safety on and around the premises; and

WHEREAS, these recommendations from the Task Force reflect ongoing concerns that the availability of these unregulated substances and drug paraphernalia contributes to conditions that negatively impact public safety, neighborhood stability and the effective use of City resources; and

WHEREAS, the purpose of this ordinance is to prohibit the sale and distribution of drug paraphernalia marketed, intended, or used for illegal drug consumption, as well as the sale of nonscheduled substances, including Novel Synthetic Drugs and Novel Psychoactive Drugs, and to prevent the operation of businesses whose sale of such items contributes to crime, disorder, and public health harms within the community; and

WHEREAS, regulating the sale of these products is reasonable and necessary to protect the health, safety, and welfare of Kansas City residents and to prevent the continued availability of unregulated substances and products that pose clear risks to individuals and neighborhoods;  
NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That Chapter 50, Code of Ordinances, is hereby amended by enacting a new Section 50-206, Prohibition on sale or distribution of psychoactive substances, and Section 50-207, Prohibition on sale or distribution of dangerous chemical inhalants, to read as follows:

**Sec. 50-206. Prohibition on sale or distribution of nonscheduled psychoactive substances and**

**novel synthetic drugs.**

(a) *Definitions.* As used in this section, the following words shall mean as follows:

- (1) *Analog* means a substance the chemical structure of which is substantially similar to the chemical structure of a *Federal Schedule I Drug*, a *Novel Synthetic Drug*, or a *Novel Psychoactive Drug* or a substance which has, is represented as having, or is intended to have a stimulant, depressant, or hallucinogenic effect on the central nervous system that is substantially similar to, or greater than, the stimulant, depressant, or hallucinogenic effect on the central nervous system of a *Federal Schedule I Drug*, a *Novel Synthetic Drug*, or a *Novel Psychoactive Drug*.
- (2) *Business owner* means any person with legal ownership of a licensed business establishment.
- (3) *Drug paraphernalia* means any product meeting the definition of drug paraphernalia in section 50-201(3), excluding any products primarily used in the consumption of marijuana or any item, product or material designed for, marketed for, intended for or commonly used for the ingestion, inhalation, consumption or administration of any of any product the sale of which is prohibited by this section, including items that facilitate the psychoactive effect of such substances.
- (4) *Intoxicating Cannabinoids* means any natural, semi-synthetic, or fully synthetic material, compound, mixture, or preparation, either present or not in the plant *Cannabis sativa L*, that can produce an intoxicating effect the same as or similar to Tetrahydrocannabinol by binding to endocannabinoid receptors in humans or animals, including:
  - i. Semi-synthetic cannabinoids, which shall mean a cannabinoid, including any derivative from such cannabinoid, that is derived from hemp or marijuana by any chemical or natural process, including, but not limited to, the following:
    - 1. THCA;
    - 2. THCA-C4;
    - 3. THCA-A;
    - 4. THCA-B;
    - 5. Delta-8 THC;
    - 6. Delta-10 THC;
    - 7. Delta-11 THC;

8. OTHC;
9. triOH-THC;
10. THC-C4;
11. THC-P;
12. HHC;
13. THC-JD;
14. THC-X;
15. THC-O; and
16. HHC-P.

ii. Synthetic cannabinoids, which shall mean any synthetic material, compound, mixture, or preparation that contains any quantity of a substance that is a cannabinoid receptor agonist, including but not limited to:

1. Any substance listed in paragraph (II) of subdivision 4 of subsection 2 of section 195.017 RSMo.;
2. Any analogues; homologues; isomers, whether optical, positional, or geometric; esters; ethers; salts; salts of isomers, esters, and ethers, whenever the existence of the isomers, esters, ethers, or salts is possible within the specific chemical designation;
3. THC-V;
4. THC-B;
5. THC-H; and
6. THC-P.

(5) *Intoxicating cannabinoid product* means a product that contains or that is labeled as containing an Intoxicating Cannabinoid and that is produced, marketed, or otherwise intended to be ingested orally, inhaled, or absorbed through the skin, including intermediate products intended for subsequent use as a component in a later finished intoxicating cannabinoid product.

- (6) *Kratom product* means any part of the plant *Mitragyna speciosa* or any food product, food ingredient, dietary ingredient, dietary supplement, or beverage intended for human consumption that contains any part of the leaf of the plant *Mitragyna speciosa* or any extract, synthetic alkaloid, or synthetically derived compound of such plant or its leaf including, but not limited to, any powder, capsule, pill, beverage, or other edible product intended for human consumption.
- (7) *Licensed business establishment* means any business operating within the City pursuant to a license or permit issued by the City.
- (8) *Novel psychoactive drug* means any compound, mixture, preparation, or substance, or its analog (including salts, isomers, esters, ethers, and salts of isomers), containing substances which have a psychedelic, psychotropic, hallucinogenic or other effect on the central nervous system or brain similar to the effect of any Federal Schedule I Drug or Federal Schedule II Drug, as listed in 21 C.F.R. §§ 1308.11 - 1308.12.
- (9) *Novel psychoactive drug product* means a product that contains or that is labeled as containing a Novel Psychoactive Drug and that is produced, marketed, or otherwise intended to be ingested orally, inhaled, or absorbed through the skin, including intermediate products intended for subsequent use as a component in a later finished novel psychoactive drug product.
- (10) *Operator* means any person who manages, directs, or controls the day-to-day operations of a licensed business establishment.

(b) *Sale or distribution prohibited.* It shall be unlawful for any business owner or operator to cause, direct, authorize, or allow the sale, offering for sale, display for sale, or distribution of novel psychoactive drug product, intoxicating cannabinoid product, kratom product, or drug paraphernalia within the City.

(c) *Suspension or Revocation of Business License.*

- (1) No person holding a business license validly issued under Chapter 40 of this Code and owning or operating a business in the City may use that business to provide, distribute, or sell any novel psychoactive drug product, intoxicating cannabinoid product, kratom product, or drug paraphernalia. A violation of this section by any owner, operator, manager, employee, or agent of the business is an administrative offense that constitutes grounds for suspension or revocation of a business license under Section 40-28 of the Code. A formal finding of guilt for violation of this section shall not be necessary to initiate proceedings under this subsection (c).
- (2) The Director of the Multidisciplinary Public Safety Task Force or their designee is authorized to inspect licensed businesses, document violations of this section, issue notices of violation, and forward such notices to the Commissioner of

Revenue, Director of Finance, or such other employee of the Department of Finance designated by the Director of Finance for enforcement of this section.

(3) Upon receiving notice of a violation of this section from the Director of the Multidisciplinary Public Safety Task Force, the Commissioner of Revenue, Director of Finance, or such other employee of the Department of Finance designated by the Director of Finance for enforcement of this section may initiate proceedings to suspend or revoke the business license pursuant to the procedures providing in Chapter 40 of this Code. Each day a violation occurs shall be considered a separate offense for purposes of administrative enforcement. Notice and hearing procedures shall follow those set forth in Chapter 40 of this Code, and the procedures provided in this section shall be in addition to any procedures provided in Chapter 40 for the suspension or revocation of business licenses.

(d) *Penalties.* Any person found guilty of a violation of this section shall be punished by imprisonment at the municipal correctional institution for not less than 15 days and not more than six months, a fine of not less than \$750.00 and not more than \$1,000.00, or by both such fine and imprisonment. Each day that a violation of this section continues shall be deemed a separate offense and shall be proceeded against as in the first instance.

(e) *Evidentiary factors.* The following nonexclusive factors, in addition to any additional facts or circumstances specific to any potential violation of the provisions of this section, may be considered to determine whether the sale of a product violates the provisions of this section:

- (1) Age restrictions. The product label contains a restriction that it is not for sale to minors or anyone under the age of 18 when the product's marketed use would not contain such restrictions;
- (2) Business type and sales context: The product is sold in businesses commonly associated with psychoactive products, such as vape shops, smoke shops, convenience stores or liquor stores, rather than establishments where legitimate comparable items are ordinarily sold;
- (3) Display: The product is displayed in a manner which is inconsistent with legitimate goods, including being hidden from view, kept behind a counter, placed in locked cases, or otherwise obtainable only through restricted or nonstandard means;
- (4) Documented impacts at the business. The sale or use of the product has been associated with documented public safety or public health concerns, including nuisance activity, disorderly conduct, calls for service, public intoxication or public incapacitation near the business.
- (5) Effect. Aspects of the packaging or labeling suggesting the user will achieve a "high," euphoria, relaxation, mood enhancement, or that the product has other psychoactive or psychotropic effects on the brain or body;

- (6) Marketing or representations. The product is not suitable for its marketed use or is marketed, described, or represented as producing psychoactive, intoxicating, or mood altering effects, including through verbal statements, signs, or promotional materials;
- (7) Price. The product is significantly more expensive than comparable products legitimately used for that product's marketed purpose, such as standard potpourri, essential oils, or herbal incense;
- (8) Sales location. The business providing, displaying for sale, distributing or selling the product does not typically provide, distribute or sell products legitimately used for the product's stated or marketed purpose;
- (9) Similarity to illicit street drugs and controlled substances. The product resembles the form, appearance, texture, presentation, or consistency of an illicit street drug (such as cocaine or methamphetamine), a controlled substance (such as opiates), any combination thereof, or is packaged in a manner commonly associated with such substances;
- (10) Warning labels or packaging. The product contains labeling or packaging not typically present on products that are used for that product's marketed purpose, including, but not limited to, disclaimers such as "not for human consumption," "incense," "plant food," "potpourri," or other terminology inconsistent with the product's form; and
- (11) Verbal or written communication. Employees, agents, customers, or other individuals provide verbal or written representations regarding the purpose, methods, use, or effect of the product.
- (12) The factors listed in subsections 1 through 11 above may be considered individually or collectively, and no single factor is required to determine that a product the sale of which is prohibited by this section.

(f) *Public nuisance declared.* In addition to any penalty authorized by this section, a violation of this section is hereby deemed and declared to constitute a public nuisance.

(g) Notwithstanding the foregoing, this section is not intended to apply to any drug or chemical compound regulated by Missouri law or approved by the United States Food and Drug Administration and dispensed or possessed in accordance with state and federal law.

**Sec. 50-207. Prohibition on sale or distribution of dangerous chemical inhalants for recreational use.**

(a) *Definition.* For the purposes of this section, the term *dangerous chemical inhalant* means substances containing butyl nitrite, nitrous oxide, and amyl nitrite in any form.

(b) It shall be unlawful for any person to sell or deliver, possess with intent to sell or deliver, or manufacture with intent to sell or deliver any dangerous chemical inhalants:

- (1) In any tobacco retailer, head shop, vape shop, liquor store, convenience store, or in any other context or business location where the dangerous chemical inhalant distributed for human consumption, regardless of the labeling of, or packaging of, the product asserting any claim to the contrary; or
- (2) In any packaging or with flavoring marketed to entice human consumption as opposed to a recognized lawful use.

(c) *Suspension or Revocation of Business License.*

- (1) No person holding a business license validly issued under Chapter 40 of this Code and owning or operating a business in the City may use that business to provide, distribute, or sell any dangerous chemical inhalant. A violation of this section by any owner, operator, manager, employee, or agent of the business is an administrative offense that constitutes grounds for suspension or revocation of a business license under Section 40-28 of the Code. A formal finding of guilt for violation of this section shall not be necessary to initiate proceedings under this subsection (c).
- (2) The Director of the Multidisciplinary Public Safety Task Force or their designee is authorized to inspect licensed businesses, document violations of this section, issue notices of violation, and forward such notices to the Commissioner of Revenue, Director of Finance, or such other employee of the Department of Finance designated by the Director of Finance for enforcement of this section.
- (3) Upon receiving notice of a violation of this section from the Director of the Multidisciplinary Public Safety Task Force, the Commissioner of Revenue, Director of Finance, or such other employee of the Department of Finance designated by the Director of Finance for enforcement of this section may initiate proceedings to suspend or revoke the business license pursuant to the procedures providing in Chapter 40 of this Code. Each day a violation occurs shall be considered a separate offense for purposes of administrative enforcement. Notice and hearing procedures shall follow those set forth in Chapter 40 of this Code, and the procedures provided in this section shall be in addition to any procedures provided in Chapter 40 for the suspension or revocation of business licenses.

(d) *Penalties.* Any person found guilty of a violation of this section shall be punished by imprisonment at the municipal correctional institution for not less than 15 days and not more than six months, a fine of not less than \$750.00 and not more than \$1,000.00, or by both such fine and imprisonment. Each day that a violation of this section continues shall be deemed a separate offense and shall be proceeded against as in the first instance.

(e) Notwithstanding the foregoing, the prohibitions of this subsection shall not apply to the following:

- (1) The care or treatment of a disease, condition, or injury by a licensed medical or dental practitioner;
- (2) Manufacturing process or industrial operations; or
- (3) Propellant in food preparation for restaurants, food service, or housewares products when such retailer is regularly involved in such business.

..end

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Approved as to form:

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Andrew Bonkowski  
Assistant City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 251028

Submitted Department/Preparer: Finance

Revised 6/10/24

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

### Executive Summary

Amending Chapter 50, Code of Ordinances, by enacting a new section 50-206 and 50-207 for the purpose of prohibiting the sale of certain psychoactive substances and dangerous chemical inhalants within the City.

### Discussion

This ordinance makes it unlawful for any business owner or operator to cause, direct, authorize, or allow the sale, offering for sale, display for sale, or distribution of novel psychoactive drug product, intoxicating cannabinoid product, kratom product, or drug paraphernalia within the City.

### 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 ordinance will reduce sales tax revenue.
4. Does the legislation have a fiscal impact in future fiscal years? Please note the difference between one-time and recurring costs.  
This ordinance will reduce sales taxes revenue in future years.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
No

### Office of Management and Budget Review

(OMB Staff will complete this section.)

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

### **Additional Discussion (if needed)**

No account string to verify.

### **Citywide Business Plan (CWBP) Impact**

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?  
Public Safety (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
  - Engage the community and community partners to reimagine the system of public safety with a focus on evidence-based approaches for crime prevention, treatment of mental health, emergency response time, and the criminal justice system.
  - Focus on violence prevention among all age groups, placing an emphasis on youth.
  - Increase fairness, justice, and responsiveness of our municipal criminal justice system to support the best possible outcome for offenders and victims of crime.
  - Reduce recidivism through prevention, deterrence, including detention, and re-entry services.
  - Enhance employee recruitment, succession planning, and retention in the police and fire departments with a continued emphasis on diversity.
  -

### **Prior Legislation**

N/A

### **Service Level Impacts**

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

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
Positive health impact on potential consumers of unregulated products that would no longer be available for sale within Kansas City.

2. How have those groups been engaged and involved in the development of this ordinance?  
Click or tap here to enter text.

3. How does this legislation contribute to a sustainable Kansas City?  
Click or tap here to enter text.

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

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No (Press tab after selecting)

Click or tap here to enter text.

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

No (Press tab after selecting)





# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #:** 260066

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### ORDINANCE NO. 260066

Sponsor: Mayor Quinton Lucas

Establishing the Economic Development Oversight Board, also known as the Super Board, to coordinate policies between various economic development entities; and establishing an effective date.

WHEREAS, Council believes providing economic development incentives allows the City to increase its industrial, commercial, housing and office space markets, resulting in ensuring regional and national competitiveness, a stronger economy, and improved livability for its residents; and

WHEREAS, the economic development incentives requested are often abatement redirection, or exemption of ad valorem property taxes or other financing mechanisms; and

WHEREAS, requests for abatement, redirection or exemption of ad valorem property taxes and other financing mechanisms are presented either directly to the City or through one or more of the economic development entities authorized by Missouri statute and created by an ordinance of the City Council; and

WHEREAS, pursuant to the Land Clearance for Redevelopment Authority Law, Sections 99.300 to 99.660 of the Revised Statutes of Missouri, as amended, the City Council of Kansas City, Missouri by Ordinance No. 16120 passed on November 21, 1952, created the Land Clearance for Redevelopment Authority of Kansas City, Missouri (LCRA); and

WHEREAS, pursuant to the Planned Industrial Expansion Law, Sections 100.300 to 100.620 of the Revised Statutes of Missouri, as amended, the City Council of Kansas City, Missouri by Ordinance No. 34677 passed on February 9, 1968, created the Planned Industrial Expansion Authority of Kansas City, Missouri (PIEA); and

WHEREAS, pursuant to the provisions of Chapter 68 of the Revised Statutes of Missouri, as amended, the City Council of Kansas City, Missouri by Resolution No. 47523 adopted on February 11, 1977, created the Kansas City, Missouri Port Authority (Port KC); and

WHEREAS, pursuant to the provisions of Sections 135.950 to 135.973 of the Revised Statutes of Missouri, as amended, and the provisions of Resolution No. 050844 adopted by the City Council on July 28, 2005, Enhanced Enterprise Zones (EEZ) were authorized and established in Kansas City; and

WHEREAS, pursuant to the provisions of Chapter 138 of the Revised Statutes of Missouri, as amended, the City Council of Kansas City, Missouri by Resolution No. 48492 adopted on December 9, 1977, created the Industrial Development Authority of the City of Kansas City, Missouri (IDA); and

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

WHEREAS, pursuant to Urban Redevelopment Corporations Law, Sections 353.010 to 353.190 of the Revised Statutes of Missouri, as amended, the City Council of Kansas City, Missouri is authorized to promote urban renewal through the abatement of real property taxes and has, by Committee Substitute for Ordinance No. 140306, passed on May 1, 2014, created the Kansas City Chapter 353 Advisory Board and vested it with certain powers in furtherance of urban renewal efforts; and

WHEREAS, in 1978, the City formed the Kansas City Corporation for Industrial Development, which changed its name to the Economic Development Corporation (EDC) in 1987, and in 1980, the City formed the KCCID- Capital Investment Fund, which changed its name in 1988 to the Economic Development Loan Corporation (EDCLC), all pursuant to general corporation incorporation statutes in Missouri; and

WHEREAS, each economic development entity created by ordinance of the City Council is governed by its own board or commission; and

WHEREAS, the Council wishes for each economic development entity to operate with an awareness of the policies of the other entities, striving for cohesiveness in the policies of the entities; and

WHEREAS, the Council desires to create an Economic Development Oversight Board, also known as the Super Board, to share information about the individual economic development entities created by Council and help develop cohesive policies among the entities; NOW THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the Economic Development Oversight Board, also known as the Super Board, is hereby created and established to coordinate policies between various economic development entities created by ordinance of the City Council and pursuant to the Revised Statutes of the State of Missouri.

Section 2. That the Economic Development Oversight Board shall consist of five members appointed by the Mayor. Each of the five members shall also serve on LCRA, PIEA, Port KC, EEZ, IDA, EDC, EDCLC, the TIF Commission and the 353 Advisory Board.

Section 3. That the Economic Development Oversight Board shall hold its first meeting no more than 30 days after the Board is appointed by the Mayor and shall meet monthly thereafter.

Section 4. That the Economic Development Oversight Board shall consult with all economic agencies, commissions and boards listed in Section 2 and shall bi-annually produce a report to Council summarizing their work and the work of the other agencies, commissions and boards listed in Section 2, with the first report due six months after the first Super Board meeting.

Section 5. This ordinance shall become effective on June 1, 2021.

..end

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Approved as to form:

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Emalea Kohler  
Associate City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260066

Submitted Department/Preparer: Finance

Revised 12/03/25

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

### Executive Summary

Establishing the Economic Development Oversight Board, also known as the Super Board, to coordinate policies between various economic development entities; and establishing an effective date.

### Discussion

Council believes providing economic development incentives allows the City to increase its industrial, commercial, housing and office space markets, resulting in ensuring regional and national competitiveness, a stronger economy, and improved livability for its residents. The economic development incentives requested are often abatement redirection, or exemption of ad valorem property taxes or other financing mechanisms. Requests for abatement, redirection or exemption of ad valorem property taxes and other financing mechanisms are presented either directly to the City or through one or more of the economic development entities authorized by Missouri statute and created by an ordinance of the City Council.

Each economic development entity created by ordinance of the City Council is governed by its own board or commission. The Council wishes for each economic development entity to operate with an awareness of the policies of the other entities, striving for cohesiveness in the policies of the entities. The Council desires to create an Economic Development Oversight Board, also known as the Super Board, to share information about the individual economic development entities created by Council and help develop cohesive policies among the entities.

### Fiscal Impact

1. Is this legislation included in the adopted budget?

Yes  No

2. What is the funding source?  
This legislation has no direct fiscal impact.
3. How does the legislation affect the current fiscal year?  
This legislation has no direct fiscal impact.
4. Does the legislation have a fiscal impact in future fiscal years? Please note the difference between one-time and recurring costs.  
This legislation has no direct fiscal impact.
5. Does the legislation generate revenue, leverage outside funding, or deliver a return on investment?  
This legislation has no direct fiscal impact.

#### **Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

#### **Additional Discussion (if needed)**

This legislation has no direct fiscal impact.

### **Citywide Business Plan (CWBP) Impact**

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?  
Inclusive Growth and Development (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
  - Align the City's economic development strategies with the objectives of the City Council to ensure attention on areas traditionally underserved by economic development and redevelopment efforts.
  - Ensure quality, lasting development of new growth.
  - Increase and support local workforce development and minority, women, and locally owned businesses.

- Create a solutions-oriented culture to foster a more welcoming business environment.
- Leverage existing institutional assets to maintain and grow Kansas City's position as an economic hub in the Central United States.
- 

## Prior Legislation

Ordinance No. 16120; Ordinance No. 34677; Resolution No. 47523; Resolution No. 48492; Ordinance No. 54556; Committee Substitute for Ordinance No. 911076; Ordinance No. 100089; Ordinance No. 130986; Committee Substitute for Ordinance No. 140823; Committee Substitute for Ordinance No. 140306; Resolution No. 050844

## Service Level Impacts

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

## Staff Recommendation

Finance

Select One:  Sponsored  
 Directive: Res/Ord # 260066

Select One:  Recommend  
 Do Not Recommend  
 Not Applicable

Establishment of this board is at the discretion of City Council.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
N/A
2. How have those groups been engaged and involved in the development of this ordinance?  
N/A

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

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

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

This legislation does not seek to approve any agreement for which CREO's review is applicable.

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

No (Press tab after selecting)

Click or tap here to enter text.

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

No (Press tab after selecting)



# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #:** 260067

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### ORDINANCE NO. 260067

Sponsor: Mayor Quinton Lucas

Establishing administrative processes for awarding standard incentive packages to residential, office, and industrial developments that meet certain criterial and directing the City Manager and the Director of Finance to take certain acts to implement the standard incentive packages.

WHEREAS, the City Council, by Committee Substitute for Ordinance No. 140031, As Amended, adopted the City's Economic Development and Incentives Policy and directed the City Manager to develop the scoring system set forth therein; and

WHEREAS, the City Council, by Ordinance No. 140375, adopted a certain scoring system for purposes of implementing the City's Economic Development and Incentives Policy, and the City Council has, from time to time, adopted revisions to this scoring system; and

WHEREAS, the City Council wishes to prioritize incentives to achieve the City's development goals, and provide staff, outside agencies, and potential developers a clear understanding of those goals; and

WHEREAS, the Council desires to provide an administrative pathway to accessing incentives, so they can be granted consistently and in a more expedited fashion to developments that deliver community benefit aligned with the City's articulated goals; and

WHEREAS, the Council desires that City staff undertake the following steps in order to create a program that implements standard incentive packages; NOW, THEREFORE,

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

Section 1. The Council establishes administrative processes for awarding standard incentives to residential, office, and industrial developments in order to achieve the following goals by December 31, 2027:

- (a) 10,000 units of affordable housing in target areas, as part of new multifamily development.

- (b) 60,000 additional target sector employees in target areas or increased speculative Class A office space to 15% market share.
- (c) 1,750,000 square feet of new speculative Class A industrial space or 8% industrial vacancy rate for four consecutive quarters.

Section 2. That the standard incentive packages available to qualifying developments and the criteria required for developments to qualify for administrative approval of these incentive packages are enumerated in Attachment A.

Section 3. That the City Manager is directed to establish the standard incentive packages described in Attachment A and is authorized to negotiate and execute agreements with the Economic Development Corporation of Kansas City, Land Clearance for Redevelopment Authority, Port KC, and Kansas City Area Transportation Authority, as necessary to provide the standard incentive packages outlined in Attachment A in a manner that is substantially consistent with the eligibility criteria in Attachment A. To the extent necessary to effectuate the standard incentive packages described in Attachment A, the City Manager is further directed to initiate the creation of urban redevelopment corporations, development plans, or urban renewal plans, and amendments thereto, along with any necessary revisions to Resolution No. 191024.

Section 4. That, in order to effectuate the standard incentive packages outlined in Attachment A, the Director of Finance is authorized to administratively negotiate and execute agreements that allow a redirection of 50% of increased economic activity taxes for up to 15 years for office and industrial developments eligible for such as outlined in Attachment A, subject to annual appropriation and applicable law. This authorization to execute contracts expires December 31, 2027. The City Manager is directed to prepare a comprehensive list of terms and requirements for administrative redirection agreements, which shall be circulated to the Council and posted on the City's website.

Section 5. That any third-party financial analysis requirements that have previously been established by ordinance or resolution are waived for projects that receive standard incentive packages, as outlined in Attachment A. This section shall not be construed as repealing any other exceptions or requirements that may have previously been enacted by the Council.

Section 6. That this ordinance and the standard incentive packages outlined in Attachment A will be reviewed by the City Council no later than five years from the effective date of this Ordinance to evaluate impact on the target thresholds outlined in Section 1.

Section 7. That the City Manager is directed to monitor all standard incentives packages and annually report to the Council regarding the granting and progress of standard incentive packages and the City's progress in achieving the goals established in Section 1.

..end

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Approved as to form:

Emalea Kohler  
Associate City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260067

Submitted Department/Preparer: Mayor/Council's Office

Revised 12/03/25

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

### Executive Summary

Establishing administrative processes for awarding standard incentive packages to residential, office, and industrial developments that meet certain criterial and directing the City Manager and the Director of Finance to take certain acts to implement the standard incentive packages.

### Discussion

The City Council, by Committee Substitute for Ordinance No. 140031, As Amended, adopted the City's Economic Development and Incentives Policy and directed the City Manager to develop the scoring system set forth therein. The City Council, by Ordinance No. 140375, adopted a certain scoring system for purposes of implementing the City's Economic Development and Incentives Policy, and the City Council has, from time to time, adopted revisions to this scoring system. The City Council wishes to prioritize incentives to achieve the City's development goals, and provide staff, outside agencies, and potential developers a clear understanding of those goals. The Council desires to provide an administrative pathway to accessing incentives, so they can be granted consistently and in a more expedited fashion to developments that deliver community benefit aligned with the City's articulated goals. The Council desires that City staff undertake the following steps in order to create a program that implements standard incentive packages

### Fiscal Impact

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

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

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

### **Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

### **Additional Discussion (if needed)**

This legislation does not appropriate funds.

### **Citywide Business Plan (CWBP) Impact**

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

## Prior Legislation

Ordinance No. 140375, Ordinance No. 140031

## Service Level Impacts

n/a

## Staff Recommendation

Finance

Select One:  Sponsored  
 Directive: Res/Ord # [Click to enter Res/Ord. No.](#)

Select One:  Recommend  
 Do Not Recommend  
 Not Applicable

Click or tap here to provide reasoning.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
Click or tap here to enter text.
2. How have those groups been engaged and involved in the development of this ordinance?  
Click or tap here to enter text.
3. How does this legislation contribute to a sustainable Kansas City?  
Click or tap here to enter text.
4. Does this legislation create or preserve new housing units?  
Please Select (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

No(Press tab after selecting)



# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #:** 260071

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### RESOLUTION NO. 260071

Sponsor: Mayor Quinton Lucas

**RESOLUTION** - Directing the City Manager to review site, design, and acquisition matters for the purpose of designing and constructing a Midtown Justice Campus, a co-location of the Kansas City Police Department Central Patrol Division and the Community Resource Center, and report back to City Council within 30 days.

WHEREAS, the City Council has discussed the benefits of co-locating the Kansas City Police Department's Central Patrol Division and the proposed Community Resource Center; and

WHEREAS, co-locating both facilities as the Midtown Justice Campus in areas on and around the current Central Patrol Division site would provide significant cost savings to taxpayers, potentially in the tens of millions of dollars; and

WHEREAS, a joint project at this site would eliminate the need for a separate supplemental parking structure, reduce redundant site work, and streamline planning, procurement, and construction processes; and

WHEREAS, this approach presents a cost-effective solution for taxpayers with attention to security and existing site control; NOW, THEREFORE,

#### BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the City Manager is directed to review site, design, and acquisition matters for the purpose of designing and constructing a Midtown Justice Campus, including working with contracted design professionals to develop a plan for co-locating the Kansas City Police Department Central Patrol Division and the Community Resource Center in areas on and around the current Central Patrol Division site.

Section 2. The City Manager shall report back to the City Council on the progress within 30 days.

..end

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# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260071

Submitted Department/Preparer: Mayor/Council's Office

Revised 12/03/25

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 review site, design, and acquisition matters for the purpose of designing and constructing a Midtown Justice Campus, a co-location of the Kansas City Police Department Central Patrol Division and the Community Resource Center, and report back to City Council within 30 days.

### Discussion

The City Council has discussed the benefits of co-locating the Kansas City Police Department's Central Patrol Division and the proposed Community Resource Center; and

Co-locating both facilities as the Midtown Justice Campus in areas on and around the current Central Patrol Division site would provide significant cost savings to taxpayers, potentially in the tens of millions of dollars; and

A joint project at this site would eliminate the need for a separate supplemental parking structure, reduce redundant site work, and streamline planning, procurement, and construction processes; and

This approach presents a cost-effective solution for taxpayers with attention to security and existing site control.

### Fiscal Impact

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

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

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

### **Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

### **Additional Discussion (if needed)**

This legislation does not appropriate funds.

### **Citywide Business Plan (CWBP) Impact**

1. View the [Adopted 2025-2029 Citywide Business Plan](#)
2. Which CWBP goal is most impacted by this legislation?  
Public Safety (Press tab after selecting.)
3. Which objectives are impacted by this legislation (select all that apply):
  - Engage the community and community partners to reimagine the system of public safety with a focus on evidence-based approaches for crime prevention, treatment of mental health, emergency response time, and the criminal justice system.
  - Focus on violence prevention among all age groups, placing an emphasis on youth.
  - Increase fairness, justice, and responsiveness of our municipal criminal justice system to support the best possible outcome for offenders and victims of crime.
  - Reduce recidivism through prevention, deterrence, including detention, and re-entry services.

- Enhance employee recruitment, succession planning, and retention in the police and fire departments with a continued emphasis on diversity.
- 

## Prior Legislation

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

## Service Level Impacts

n/a

## Staff Recommendation

City Council

Select One:  Sponsored  
 Directive: Res/Ord # [Click to enter Res/Ord. No.](#)

Select One:  Recommend  
 Do Not Recommend  
 Not Applicable

Click or tap here to provide reasoning.

## Other Impacts

1. What will be the potential health impacts to any affected groups?  
Click or tap here to enter text.
2. How have those groups been engaged and involved in the development of this ordinance?  
Click or tap here to enter text.
3. How does this legislation contribute to a sustainable Kansas City?  
Click or tap here to enter text.
4. Does this legislation create or preserve new housing units?  
Please Select (Press tab after selecting)

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

No(Press tab after selecting)



# Kansas City

414 E. 12th Street  
Kansas City, MO  
64106

## Legislation Text

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**File #:** 260072

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### ORDINANCE NO. 260072

Sponsor: Mayor Quinton Lucas

Amending Chapter 2, Code of Ordinances, Administration, by adding a new Section 2-11 establishing policies for Sister City and Friendship City relationships; requiring annual reporting to City Council; and aligning future Sister City designations to one city per country.

WHEREAS, Kansas City has maintained official Sister City relationships since 1967, beginning with Seville, Spain, fostering international cooperation, cultural understanding, and economic exchange; and

WHEREAS, the Sister City Association of Kansas City serves as the City's designated organization to administer official relationships on behalf of Kansas City and its residents; and

WHEREAS, Sister City relationships carry significant value for Kansas City's international reputation, economic development, cultural enrichment, and civic identity; and

WHEREAS, Kansas City will host FIFA World Cup 2026 matches, requiring enhanced coordination of international relationships and cultural diplomacy; and

WHEREAS, meaningful Sister City relationships require sustained engagement, dedicated resources, and active participation by Kansas City residents; and

WHEREAS, the City Council requires regular communication regarding the activities, outcomes, and strategic value of these partnerships to ensure accountability and public benefit; and

WHEREAS, focusing resources on strategic relationships will better serve Kansas City's international engagement goals; NOW, THEREFORE,

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

Section 1. That Chapter 2, Code of Ordinances, Administration, is hereby amended by enacting a new Section 2-11 to read as follows:

#### **Sec. 2-11. Sister City and Friendship City Relationships.**

(a) Definitions

- (1) "Sister City relationship" means an officially approved partnership between Kansas City and a city in another country, formalized by an agreement adopted by City Council.
- (2) "Friendship City relationship" means a relationship between Kansas City and a city in another country designated by City Council proclamation with less formal structure and obligations than Sister City relationships.
- (3) "Sister City Association of Kansas City, Missouri" (SCAKC) means the Missouri 501(c)(3) nonprofit corporation designated by the City to administer Sister City and Friendship City relationships.

(b) Administration and Representation

- (1) Sister City and Friendship City relationships shall be administered through SCAKC, which serves as the official representative of Kansas City in these international partnerships.
- (2) SCAKC shall prioritize participation by Kansas City residents in Sister City activities, exchanges, and delegations to ensure authentic representation of the City.
- (3) SCAKC shall operate in accordance with policies established by the Mayor and City Council.
- (4) SCAKC shall maintain active membership in the national organization, Sister Cities International, which provides support, programs, and events for member organizations.

(c) Reporting Requirements

- (1) SCAKC shall submit a comprehensive annual report to City Council no later than March 31st of each year. The report shall include:
  - a. Economic development: Trade missions, business partnerships, investment facilitation;
  - b. Cultural programming: Arts and music programs, educational and student exchange programs, and artistic and cultural initiatives with each Sister City and Friendship City;
  - c. City branding: Tourism promotion, international reputation enhancement, and major event coordination;

- d. Diplomatic relations: Summary of engagement with consular officials that develop and foster official relationships;
- e. Operations:
  - 1. Number of Kansas City residents who participated in Sister City activities;
  - 2. Financial overview including funding sources and expenditures by relationship;
  - 3. Status of each Sister City Committee including membership levels and activity;
  - 4. Plans and goals for the upcoming year.

(d) Proposals for New Relationships. Prior to any proposed new Sister City or Friendship City designation, SCAKC shall present to City Council a proposal including:

- (1) Rationale aligned with Kansas City's strategic priorities;
- (2) Assessment of potential benefits in cultural exchange, economic development, and civic engagement;
- (3) Demonstrated capacity and commitment from the proposed partner city;
- (4) Plan for sustainable engagement and resource allocation;
- (5) Evidence of community support and committed long-term leadership in Kansas City;
- (6) Presence of other Kansas City Sister Cities nearby to new proposed city.

(e) Limitation on Future Designations

- (1) To ensure meaningful and sustainable partnerships, the City shall limit Sister City relationships to one official Sister City per country.
- (2) This limitation applies to all Sister City designations.
- (3) Friendship City relationships are also subject to the one-per-country limitation.

(f) Strategic Priorities. The City Council declares the following priorities for Sister City relationships:

- (1) Cultural Exchange and Tourism: Fostering mutual understanding through arts, music, education, and cultural exchange to attract visitors;
- (2) Economic Development: Promoting trade, business partnerships, and investment opportunities;
- (3) Civic Engagement: Providing opportunities for Kansas City residents to develop global perspectives;
- (4) Diplomatic Relations: Consular relationship strengthening, government cooperation, elevating Kansas City's standing with foreign governments;
- (5) Innovation: Learning from international partners about innovative approaches to urban challenges.

(g) Relationship Review and Accountability

- (1) City Council may request special reports from SCAKC at any time regarding specific relationships or activities.
- (2) Sister City relationships that become inactive shall be reported to City Council with recommendations for revitalization or placement in Emeritus status.
- (3) City Council reserves the right to terminate, transition to Friendship City status, or place in Emeritus status any Sister City or Friendship City relationship that no longer serves Kansas City's interests.

(h) Coordination with Major Events. In preparation for major international events hosted by Kansas City, SCAKC shall:

- (1) Coordinate with the City to leverage Sister City relationships;
- (2) Develop cultural programming that showcases Kansas City's international partnerships;
- (3) Report to City Council on planned Sister City activities related to major events in advance.

Section 2. The first annual report shall be due March 31, 2027, covering calendar year 2026.

..end

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Approved as to form:

Bret Kassen  
Associate City Attorney



# City of Kansas City, Missouri

## Docket Memo

Ordinance/Resolution #: 260072

Submitted Department/Preparer: Finance

Revised 12/03/25

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

### Executive Summary

Amending Chapter 2, Code of Ordinances, Administration, by adding a new Section 2-11 establishing policies for Sister City and Friendship City relationships; requiring annual reporting to City Council; and aligning future Sister City designations to one city per country.

### Discussion

This ordinance codifies the roles and functions of Sister City Association of Kansas City (SCAKC) while also mandating an annual report from SCAKC to include the following: Economic development - Trade missions, business partnerships, investment facilitation; Cultural programming - Arts and music programs, educational and student exchange programs, and artistic and cultural initiatives with each Sister City and Friendship City; City branding - Tourism promotion, international reputation enhancement, and major event coordination; Diplomatic relations - Summary of engagement with consular officials that develop and foster official relationships; Operations - Number of Kansas City residents who participated in Sister City activities, financial overview including funding sources and expenditures by relationship, status of each Sister City Committee including membership levels and activity, and plans and goals for the upcoming year. The first annual report shall be due March 31, 2027.

### Fiscal Impact

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

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

N/A

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

N/A

#### **Office of Management and Budget Review**

(OMB Staff will complete this section.)

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

#### **Additional Discussion (if needed)**

Click or tap here to enter text.

### **Citywide Business Plan (CWBP) Impact**

1. View the [Adopted 2025-2029 Citywide Business Plan](#)

2. Which CWBP goal is most impacted by this legislation?

Inclusive Growth and Development (Press tab after selecting.)

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

- Align the City's economic development strategies with the objectives of the City Council to ensure attention on areas traditionally underserved by economic development and redevelopment efforts.
- Ensure quality, lasting development of new growth.
- Increase and support local workforce development and minority, women, and locally owned businesses.
- Create a solutions-oriented culture to foster a more welcoming business environment.
- Leverage existing institutional assets to maintain and grow Kansas City's position as an economic hub in the Central United States.
-

## Prior Legislation

N/A

## Service Level Impacts

N/A

## Staff Recommendation

Law Department

Select One:  Sponsored  
 Directive: Res/Ord # 260072

Select One:  Recommend  
 Do Not Recommend  
 Not Applicable

Click or tap here to provide reasoning.

## Other Impacts

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

Click or tap here to enter text.

Click or tap here to enter text.

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

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

Please provide reasoning why not:

Click or tap here to enter text.

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

No(Press tab after selecting)

Click or tap here to enter text.

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

No(Press tab after selecting)