



Agenda

Joint Committee of Finance and Special Committee on Housing Policy

Wednesday, November 3, 2021

4:00 PM

26th Floor, Council Chamber

Zoom 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>

FIRST READINGS

Parks-Shaw

[210982](#)

Authorizing the Director of Housing and Community Development to execute contracts for new housing solutions that provide temporary, transitional, and permanent housing options for residents that are houseless and/or at the lowest income levels.

Attachments: [No Fact Sheet for Ordinance 210982](#)

[210986](#)

Authorizing the Director of General Services to execute a one year lease agreement with two one-year options to renew with Greater Kansas City Coalition to End Homelessness for the purpose of the use of an office space at Robert J. Mohart Center, located at 3200 Wayne, Kansas City, Missouri 64109.

Attachments: [HSC Factsheet](#)

[HSC Fiscal Note](#)

[DRAFT Lease HSC 10.20.2021](#)

Parks-Shaw and Robinson

[210990](#)

Appropriating \$650,000.00 from the Unappropriated Fund Balance of the American Rescue Plan Fund for the Housing Director to use to contract with external agencies for services for the houseless population; and recognizing this ordinance as having an accelerated effective date.

Attachments: [No Fact Sheet for Ordinance 210990](#)

[Approp Admin - 210990](#)

[Fiscal Note - 210990](#)

Parks-Shaw

[210993](#)

RESOLUTION - Directing the City Manager, in coordination with the City's Unhoused Task Force, to develop standard operating procedures concerning encampments and persons occupying public property in Kansas City, and to propose any appropriate, corresponding amendments to the City Code in order to effectuate such procedures.

Attachments: [No Fact Sheet for Ordinance 210993](#)

HELD IN COMMITTEE

ADDITIONAL BUSINESS

1. There may be general discussion regarding current Finance and Special Committee on Housing policy issues.

2. Closed Session

Pursuant to Section 610.021 subsection 1 of the Revised Statutes of Missouri to discuss legal matters, litigation, or privileged communications with attorneys;

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

3. Those who wish to comment on proposed ordinances can attend or, send testimony to:
public.testimony@kcmo.org.

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

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

Live Stream on the city's website at www.kcmo.gov

- Live Stream on the city's YouTube channel at <https://www.youtube.com/watch?v=3hOuBlg4fok>
- Watch Channel 2 on your cable system. The channel is available through Time 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

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

Adjournment



File #: 210982

ORDINANCE NO. 210982

Authorizing the Director of Housing and Community Development to execute contracts for new housing solutions that provide temporary, transitional, and permanent housing options for residents that are houseless and/or at the lowest income levels.

WHEREAS, over the past few decades, housing costs have risen faster than incomes, driving more and more families and individuals into houselessness; and

WHEREAS, over the past two years, the COVID-19 pandemic has accelerated the impact of job and income loss, driving additional families and individuals into homelessness at an ever-increasing rate; and

WHEREAS, current efforts to respond to this increased demand for shelter, food, medical and other services in support of the houseless population, although well-intended and helpful in the moment, have not provided an ongoing or long-term solution; and

WHEREAS, the City issued a request for proposals (RFP) seeking proposals from qualified respondents for the creation of new housing solutions that provide temporary, transitional, and permanent housing options for residents that are houseless and/or at the lowest income levels; and

WHEREAS, the City has selected proposers who each have a unique way of helping the City take the next steps in addressing houselessness and low-income housing; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY THAT:

Section 1. That the Director of Housing and Community Development is hereby authorized to enter into agreements with XXXXXXXX.

Section 2. Finance language

..end

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise

unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Joseph Guarino
Assistant City Attorney

No
Fact
Sheet
Provided
For
Ordinance
210982



File #: 210986

ORDINANCE NO. 210986

Authorizing the Director of General Services to execute a one year lease agreement with two one-year options to renew with Greater Kansas City Coalition to End Homelessness for the purpose of the use of an office space at Robert J. Mohart Center, located at 3200 Wayne, Kansas City, Missouri 64109.

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That the revenue in the following account of the General Fund, is hereby estimated in the following amount pursuant to the Greater Kansas City Coalition to End Homelessness lease agreement:

22-1000-071600-457500	City Property and Acquisition	\$10,601.40
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Section 2. That the Director of General Services Department is authorized to execute a lease agreement with Greater Kansas City Coalition to End Homelessness, for the purpose of the use of an office space beginning November 1, 2021 and ending October 31, 2022.

..end

Approved as to form and legality:

Matthew Cooper
Assistant City Attorney

LEGISLATIVE FACT SHEET		Legislation Number:	210986	
		Approval Deadline:		
LEGISLATION IN BRIEF:				
What is the reason for this legislation?		Fact Sheet Color Codes		
		User Entered Field		
		User Select From Menu		
		For OMB Use		
		Sponsor(s)		
		Programs, Departments, or Groups Affected		
		Sub-Program in Budget (page #)		
		Applicants/ Proponents	City Department	
			Other	
		Staff Recommendation		
		Board or Commission Recommendation		
		Future Impacts		
Cost of Legislation current Fiscal Year				
Costs in Future Fiscal Years?				
Annual Revenue Increase/Decrease				
Applicable Dates:				
Prepared by:				
Date Prepared:				
Reviewed by:				
Date Reviewed				
Reference Numbers				
Discussion (including relationship to other Council actions)				
Citywide Business Plan Goal				
Citywide Business Plan Objective				
Citywide Business Plan Strategy				

LEGISLATIVE FISCAL NOTE

LEGISLATION
NUMBER:

210986

LEGISLATION IN BRIEF:

Authorizing the Director of General Services to execute a one (1) year lease agreement with two options to renew for one (1) year with Greater Kansas City Coalition to End Homelessness for the purpose of a the use of an office space at Robert J. Mohart Center, located at 3200 Wayne, Kansas City, Missouri 64109.

What is the purpose of this legislation?

OPERATIONAL

For the purpose of authorizing expenditures new or planned to conduct municipal services

Does this legislation spend money?

NO

Yes/No

See Section 00: " Notes" Below

Does this legislation estimate new Revenues?

YES

Yes/No

See Section 02 for new revenue estimates

Does this Legislation Increase Appropriations?

NO

Yes/No

Are costs associated with this legislation ongoing (Yes)? Or one-time (No)

NO

Yes/No

See Section 00: " Notes" Below

Section 00: Notes:

This legislation authorizes a one year lease with 2 additional options to renew for one year each, with Greater Kansas City Coalition to End Homelessness, for the use of an office space at Mohart Center.

Five years of operational costs for ongoing programs should be included in Section 04 below.

FINANCIAL IMPACT OF LEGISLATION

Section 01: If applicable, where are funds appropriated in the current budget?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

Section 02: If applicable, where will new revenues be estimated?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST
1000	071600	457500		10,601	21,202.80

Section 03: If applicable, where will appropriations be increased?

FUND	DEPTID	ACCOUNT	PROJECT	FY 21-22 BUD	FY 22-23 EST

NET IMPACT ON OPERATIONAL BUDGET

10,601.40 21,202.80

RESERVE STATUS:

REVENUE SUPPORTED

SECTION 04: FIVE-YEAR FISCAL IMPACT (Direct and indirect)

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
1000	General Fund	10,601	21,203	21,203	10,601	-	-	-
TOTAL REV		10,601	21,203	21,203	10,601	-	-	-

FUND	FUND NAME	FY 21-22	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	All Outyears
TOTAL EXP		-						

NET Per-YEAR IMPACT 10,601 21,203 21,203 10,601 - - -

NET IMPACT (SIX YEARS) **63,608.00**

REVIEWED BY

James Sturdevant

DATE

10/27/2021

210986

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LEASE

THIS LEASE, made on this—____ of October 2021 by and between the **City of Kansas City, Missouri**, party of the first part, hereinafter called the “Lessor” or “City”, and **Greater Kansas City Coalition to End Homelessness** party of the second part, hereinafter called “Lessee”.

WITNESSETH: That said Lessor hereby grants to said Lessee, a Lease to occupy and use, subject to terms and conditions hereinafter stated, the following described premises at the Mohart Multipurpose Center, located at 3200 Wayne, Rooms 201, 202, 202A, 203, 209, and 210 , Kansas City Missouri, 64109, and use of common areas, for a term of one (1) years with two options to renew for one (1) year.

IT IS AGREED AS FOLLOWS

1. TERM The term of this Agreement shall be for a period of one (1) year beginning **November 1, 2021 and ending October 31, 2022** subject to the provisions of this Lease Agreement. Lessee has two options to renew for one (1) additional years.

2. RENT. Shall be One Thousand Seven Hundred Sixty Six Dollars and Ninety Cents (\$1766.90) ~~0~~ per month beginning **November 1, 2021 and ending October 31, 2022**. The rent shall be paid in advance at the following listed address or at such other place as Lessor shall designate in writing. Check may be made payable to City of Kansas City.

Online payment options available at www.kcmo.gov

Two options for online payment:

A) Enter your credit card information

B) Checking account information

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

3. USE OF PREMISES. The premises (1209.52sqft-) shall be used for the purpose of an office space and location for a non-profit organization and individuals dedicated to creating compassionate community response to homelessness and no other use unless specifically authorized by the Lessor through its Director of General Services. Lessee agrees to notify City’s Director of General Services regarding any changes in its business operations on the Premises. No party shall be deemed a third-party beneficiary of the covenants in this section.

4. ACCEPTANCE, MAINTENANCE AND REPAIR. Lessee has inspected and knows the condition of the Premises and accepts the same in their present condition (subject to ordinary

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

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

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

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

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

9. UTILITIES AND SERVICES. Lessor shall pay for utilities, unless otherwise herein expressly provided. Other services such as trash removal, security, lawn care and snow removal will be the responsibility of the Lessor. Any other services needed with respect to the Lessee's use of the Premises will be the responsibility of Lessee.

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

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

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

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

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

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

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

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

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

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

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

provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.

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

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

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

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

21. ASSIGNMENT AND SUBLEASE. Lessee shall not assign, transfer, or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Lessor. Lessor retains the right to

withhold its consent for any assignment, transfer or sublease for any reason whatsoever, including limiting the type of use or number of similar subleases on Premises at any given time. Any sublease of Premises must contain a subrogation provision and an indemnity provision that mirrors the language of Sections 16 and 17 of this Lease, with sublessee indemnifying Lessor. Sublessee also shall require any sub lessee to obtain insurance coverage in amounts equal to those in Section 15 of this lease and naming Lessor an additional insured. Lessee understands, however, that in the event of a sublease, Lessee is still responsible for complying with all terms of this Lease.

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

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

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

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

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

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

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

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

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

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

Greater Kansas City Coalition to End Homelessness
Marqueia Watson
Executive Director
Mohart Multipurpose Center
3200 Wayne Ave, Suite 202
Kansas City, MO 64109
Mwatson@gkcceh.org

Greater Kansas City Coalition to End Homelessness Lease Agreement 2021

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816-924-7997 ext. 4

Addressed to Lessor:

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

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

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

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

LESSEE: Greater Kansas City Coalition to End Homelessness

BY _____
Marqueia Watson
Executive Director

CORPORATE SEAL

LESSOR:

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

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

APPROVED AS TO FORM & LEGALITY

BY _____
Matthew Cooper
Assistant City Attorney



File #: 210990

ORDINANCE NO. 210990

Appropriating \$650,000.00 from the Unappropriated Fund Balance of the American Rescue Plan Fund for the Housing Director to use to contract with external agencies for services for the houseless population; and recognizing this ordinance as having an accelerated effective date.

WHEREAS, the City is in the process of deciding how to deploy federal resources for the houseless population; and

WHEREAS, flexibility is needed to ensure the City can augment houseless services to ensure full wraparound services, supplies, street outreach, sheltering and additional assistive services are deployed; and

WHEREAS, utilizing the services of external agencies will lead to faster and better use of these dollars; NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF KANSAS CITY:

Section 1. That \$650,000.00 is hereby appropriated from the Unappropriated Balance to Account No. 22-2850-552037-B for the Housing Director to use to contract with external agencies for services for the houseless population in accordance with the American Rescue Plan Fund.

Section 2. That this ordinance, appropriating money, is recognized as an ordinance with an accelerated effective date as provided by Section 503(a)(3)(C) of the City Charter and shall take effect in accordance with Section 503 of the City Charter.

..end

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

Tammy L. Queen
Director of Finance

Approved as to form and legality:

Joseph Guarino
Assistant City Attorney

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For
Ordinance
210990



File #: 210993

RESOLUTION NO. 210993

RESOLUTION - Directing the City Manager, in coordination with the City's Unhoused Task Force, to develop standard operating procedures concerning encampments and persons occupying public property in Kansas City, and to propose any appropriate, corresponding amendments to the City Code in order to effectuate such procedures.

WHEREAS, Kansas City has, in connection with the COVID-19 pandemic, seen a substantial increase in both persons experiencing houselessness, and in encampments and persons occupying or otherwise living on public property; and

WHEREAS, the City Council has established an Unhoused Task Force, which includes members of the unhoused community and other stakeholders at the same table with councilmembers, to develop and coordinate long term policies to improve services provided to unhoused persons in Kansas City; and

WHEREAS, both unhoused persons and other residents of Kansas City have expressed their desire to better understand the City's responsibilities and procedures concerning encampments and individuals occupying public property in Kansas City; NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF KANSAS CITY:

That the City Manager is directed to coordinate with the City's Unhoused Task Force to develop and publish standard operating procedures concerning encampments and individuals occupying public property in Kansas City, to propose any appropriate, corresponding amendments to the City Code in order to effectuate such procedures, and to report back to the City Council within 15 days of the passage of this Resolution.

..end

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