

East Kansas City Urban Renewal Plan

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF
KANSAS CITY, MISSOURI

PLAN APPROVALS:

5-1-2023	LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
6-6-2023	CITY PLAN COMMISSION
6-7-2023	NEIGHBORHOOD PLANNING AND DEVELOPMENT COMMITTEE
6-15-2023	CITY COUNCIL

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI

Rob Gardner, *Chairman*
Melissa Hazley, *Vice-Chairman*
Andrea Bough
Tammy Henderson
David Kemper

Dan Moye, *Executive Director*

CITY PLAN COMMISSION

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Teresa Loar
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Brian Platt, *City Manager*

By Ordinance 16120 of November 21, 1952, the City Council of the City of Kansas City authorized and created the Land Clearance for Redevelopment Authority of Kansas City, Missouri under the Land Clearance for Redevelopment Authority Law, Section 99.300 et. seq. R.S. Mo. Section 99.310 of such Law, the Declaration of Policy, states:

"It is hereby found and declared that there exists in municipalities of the state insanitary, blighted, deteriorated and deteriorating areas which constitute a serious and growing menace injurious to the public health, safety, morals and welfare of the residents of the state; that the existence of these areas contributes substantially and increasingly to the spread of disease and crime, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, punishment and the treatment of juvenile delinquency and for the maintenance of adequate police, fire and accident protection and other public services and facilities, constitutes an economic and social liability, substantially impairs or arrests the sound growth of communities and retards the provisions of housing accommodations; that this menace is beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operation of private enterprise without the aids herein provided; that the elimination or prevention of the detrimental conditions in such areas, the acquisition and preparation of land in or necessary to the development, renewal or rehabilitation of such areas and its sale of lease for development, renewal or rehabilitation in accordance with general plans and redevelopment or urban renewal plans of communities and any assistance which may be given by any public body in connection therewith are public uses and purposes for which public money may be expended and private property acquired; and that the necessity in the public interest for the legislative determination; and that certain insanitary, blighted, deteriorated or deteriorating areas, or portions thereof, since the prevailing condition of or decay may make impractical the reclamation of the area by conservation or rehabilitation, but other areas or portions thereof, through the means provided in this law may be susceptible to conservation or rehabilitation in such manner that the conditions and evils herein before enumerated may be eliminated, remedied or prevented, and to the extent feasible, conserved and rehabilitated by the voluntary action and the regulatory process. A municipality, to the greatest extent that it determines to be feasible in carrying out the provisions of this law, shall afford maximum opportunity, consistent with the sound needs of the municipality as a whole, to the redevelopment or rehabilitation or renewal of areas by private enterprise."

**EAST KANSAS CITY
URBAN RENEWAL PLAN
OF
KANSAS CITY, JACKSON COUNTY, MISSOURI**

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EAST KANSAS CITY URBAN RENEWAL PLAN EXECUTIVE SUMMARY

PROPONENTS	Land Clearance for Redevelopment Authority
LOCATION	The Plan Area is generally bounded by Cliff Drive on the North, the City limits on the East, Bannister Rd on the south, and Troost Avenue on the West, including the properties immediately adjacent to Troost along the western border.
AREA PLANS	The plan includes portions of all of the area plans that are part of the 3 rd , 4 th , and 5 th council districts.
COUNCIL DISTRICT	3 rd District – Councilman Brandon Ellington 3 rd District – Councilwoman Melissa Robinson 4 th District – Kathryn Shields 4 th District – Eric Bunch 5 th District – Councilman Lee Barnes, Jr. 5 th District – Councilwoman Ryana Parks-Shaw 6 th District – Councilman Kevin McManus. 6 th District – Councilwoman Andrea Bough
PROJECT	The intent of the East Kansas City Urban Renewal Plan is to stimulate appropriate residential and commercial reinvestment and growth throughout the 3 rd , 4 th , 5 th and 6 th Council Districts
OBJECTIVES	Adoption of the East Kansas City Urban Renewal Plan will: • Stimulate and facilitate private investment in the construction and/or rehabilitation of single-family homes and multifamily housing that meet the needs of and appeal to both neighborhood residents and potential residents. • Allow for targeted investments in incremental development projects that facilitate the rehabilitation of chronically distressed areas.
LCRA ASSISTANCE	Assistance anticipated by the Proponent includes: • Tax Abatement • Sale/Leaseback bond transactions

BLIGHT STUDY

On behalf of the Proponents, a comprehensive summary of crime statistics, demographic information, site conditions and other factors in the Plan Area was compiled to show what constituted blighted or insanitary conditions.

I. DESCRIPTION OF THE PROJECT

This Plan Summary, Statement of State, City and Agency Policy implemented by this Plan, and all exhibits hereto, taken together, shall constitute the East Kansas City Urban Renewal Plan (the "Plan") for the East Kansas City Urban Renewal Area(the "Plan Area").

The Plan is located within several of the city's area plans which are listed below. The plans call for a variety of uses including but not limited to low density, medium density, and medium - high residential, mixed-use community, parks, and institutional uses for the area within the East Kansas City area. The Area Plans that are at least partially included in the Plan are:

- Greater Downtown
- Truman Plaza
- Riverfront Industrial
- Heart of the City
- Midtown/Plaza
- Blue Ridge
- Country Club/Waldo
- Swope
- Hickman Mills
- Red Bridge

The Plan Area as described has suffered from decades of population decline, disinvestment, physical deterioration and other general symptoms of market decline. The Plan is intended to provide an avenue and incentive for reinvestment in the communities contained in the Plan Area while also supporting the individual neighborhoods with the needs of their community.

The Plan provides the opportunity for families to invest in their homes while maintaining an affordable tax burden, encouraging single family home investors to rehabilitate properties at attainable rents, promote investment in dedicated projects relevant to individual neighborhoods, and support projects creating affordable housing. These project types will help stabilize communities and begin the investment cycles needed to grow while also providing buffers against gentrification and the displacement of long term residents.

The Plan Area has long suffered from a variety of types of displacement including but not limited to red-lining, predatory lending, and gentrification. Providing homeowners with an avenue to tax stability while improving their home and community should become a tool in combating some of these practices. Furthermore, this program should serve as a catalyst to attract other partners looking to invest in vibrant communities.

To revitalize the underinvested communities in the eastern portion of Kansas City, the Plan's proponents believe that assistance from the Land Clearance for Redevelopment Authority (the "Authority"), consisting of real property tax abatement, will present opportunities to revitalize these communities by stimulating and facilitating private investment in both commercial and residential uses and building upon the architectural appeal, property values and ethnic diversity of the neighborhoods.

The Authority has considered and determined that the development, land use, and building requirements proposed by the Plan for the East Kansas City Urban Renewal Area is designed with the general public purpose to accomplish, in harmony or conformance with the relevant Kansas City Area Plans, the City's adopted comprehensive master plan, a coordinated, adjusted and harmonious development of the community and of its environs. The Authority has further considered and determined that such development will promote the health, safety, morals, order, convenience, prosperity and the general welfare of the community, in addition to efficiency and economy in the development process. The Authority has further considered and determined that the proposed redevelopment and revitalization activities, which will be in conformance with all existing zoning and building codes, will make adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic and other dangers, adequate provision for light and air, the promotion of healthful and convenient population distribution, the provision of adequate transportation, water, sewerage, and other public utilities, schools, parks, recreational and community facilities and other requirements, the promotion of sound

design and arrangement, the wise and efficient expenditure of public funds, the prevention of the recurrence of insanitary and unsafe dwelling accommodations or insanitary areas or conditions of blight or deterioration, and the provision of adequate, safe and sanitary dwelling accommodations.

Location

The Plan is located within portions of the 3rd, 4th, 5th and 6th Council Districts of the City of Kansas City, Missouri. Refer to Exhibit A-1 for a map of the Plan Area, Exhibit A-2 for the legal description of the Plan Area.

Conformance to the Comprehensive Plan

The Plan is located within several plan areas, as described above. prepared by the City Planning and Development Department of the City of Kansas City, Missouri (the “City”). These plans cover all parcels associated with the East Kansas City Urban Renewal Plan. The area plans recommend a mixture of low-, medium-, and medium-high density residential, institutional, parks, and mixed-use community uses within the East Kansas City Urban Renewal Plan. It will not be necessary to modify the land uses cited in the area plans for this Urban Renewal Plan to be in conformance with the recommended land use cited in the respective plans. Refer to Exhibit B for a map of the current land uses. Refer to Exhibit C for a map of the proposed land uses for the East Kansas City Urban Renewal Plan, which matches Exhibit B. No major land use plans are contemplated for the Plan Area

The Plan conforms to the FOCUS Kansas City Plan; the City’s adopted comprehensive master plan, as it will specifically promote the following objectives:

Reaffirm and Revitalize the Urban Core

- Implement Urban Design Guidelines.
- Target investment and incentives on the Great Streets.
- Provide high quality housing for residents of all income ranges.
- Reinforce and encourage mixed-use neighborhoods.

Utilities and Infrastructure

- Encourage development where public facilities (water, sewer, streets) already exist.

II. FINDINGS

According to section 99.320(3) R.S.Mo of Missouri’s Land Clearance for Redevelopment Statute, a “blighted area” and “insanitary area” are defined as follows:

Blighted Area: *An area which by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use; and,*

Insanitary: *An area in which there is a predominance of buildings and improvements which by reason of dilapidation, age or obsolescence, inadequate provision for ventilation, light, air, sanitation or open spaces, high density of population and overcrowding of buildings, overcrowding of land, or the existence of conditions which endanger life or property by fire and other causes, or any delinquency and crime or constitutes an economic or social liability and is detrimental to the public health, safety, welfare.*

Many, if not all, of the “blight” and “insanitary” conditions under Chapter 99 are present in the proposed East Kansas City Urban Renewal Area as a whole, which will most likely lead the legislative body to a finding that the proposed Plan Area is blighted.

A brief summary of the blight study findings found in Exhibit F reveals that all of the components of the Chapter 99 definitions were present. The following excerpt is from the blight study:

The Plan Area suffers from numerous conditions that contribute to the existence of blight. The presence of the various blighting conditions is summarized in the following paragraphs.

Deterioration of site improvements is apparent throughout the Area. Deterioration and aging is present in many primary structures as well as in a number of outbuildings in the area. Site improvements in the Area often demonstrate roof and wall deterioration, poorly maintained exterior finishes, fascia deterioration, and deterioration of fences, walls, gutters, and stairways/steps. The presence of deterioration is a frequent occurrence, particularly among vacant parcels. There is a high rate of vacancy among parcels. These factors have been documented through the creation of numerous Urban Renewal Plans across the area.

The presence of insanitary or unsafe conditions is the most prevalent blighting factor in the Plan Area. The Area exhibits conditions considered unsafe or insanitary, including the existence of trash/debris, weeds, cracked or uneven sidewalks, and graffiti. Additionally, at the time of the study there were 1,023 open 311 cases against parcels in the Area for property violations or other service requests made to the City.

In the past few decades, the Plan Area has seen either a significant decrease or little to no improvement in life expectancy. If a resident within the Plan Area simply decided to move two miles west, it is possible their life expectancy would increase by more than ten years. In addition, there is a general lack of health services, grocery stores, and public libraries within the Area, and there is a clear representation of inequitable circumstances. The Kansas City Health Department notes that blighted areas lead to an increase in crime and the likelihood of encountering environmental hazards. Addressing blight is a fundamental first step in tackling the overall community health concerns the Area is facing.

Crime data indicates that high crime rates are present within the Plan Area and pose a danger to both life and property. Incidents of violent crime in the Plan Area are 3.16 times more prevalent than in the City as a whole. Incidents of property crime are 1.19 times higher in the Plan Area than the City. Further, violent crime rates in the Plan Area are 11.88 times higher than the national rate and property crime rates are 2.21 times higher than the national rate.

Because all the components of the Chapter 99 criteria are present in the proposed East Kansas City Urban Renewal Area of Kansas City, Missouri, LCRA staff concludes that the Plan Area is a “blighted area” consistent with the definition provided by Missouri’s Land Clearance for Redevelopment Law in the Missouri Revised Statutes (RSMo. Ch. 99), and is a menace to the health, safety, and welfare of the city.

The collection of economic, social, and physical data determined that, as of November 22, 2022, the proposed East Kansas City Urban Renewal Area of Kansas City, Missouri, is a “blighted area” according to the definition provided in Missouri’s Land Clearance for Redevelopment Law in the Missouri Revised Statutes (RSMo. Ch. 99) and is a menace to the health, safety, and welfare of the city. The Authority finds the Plan Area to be blighted in accordance with section 99.320(3) R.S.Mo of Missouri’s Land Clearance for Redevelopment Statute. See Exhibit F for the Authority’s Finding of Blight.

III. STATEMENT OF DEVELOPMENT OBJECTIVES

The overarching goal of this development plan is to deliver incentive tools to an underinvested community that will provide an opportunity to homeowners and investors seeking to better the community. By providing incentives to small scale and incremental developments that have clear community support, the plan objective will be to strengthen communities. Local objectives to be achieved through the implementation of this Urban Renewal Plan include the creation of a physical character and environment meeting desirable planning standards and the provision of controlled and orderly development in

conformance with the recommended land use map and building and zoning codes of Kansas City, Missouri.

The Plan is intended to provide tax abatement in several distinct manners. The first and foremost intent is to provide tax abatement for single family homes as laid out in the Workable Program. Homeowners and investors who meet the requirements of the Workable Program shall be eligible for up to 10 years of real property tax abatement. Additionally, any project primarily intended for affordable housing and with rent restrictions that correspond to this type of use shall be eligible for incentives. This shall include but is not limited to projects receiving Low Income Housing Tax Credits, Home Funds, Project Based Vouchers, Central City Economic Development tax funds, and Housing Trust Fund dollars. Finally, any project, residential or commercial, which has secured a letter of support from both the neighborhood organization and respective city councilmembers. These criteria will allow communities to meet the plan's stated goals of beneficial community growth and investment.

Development objectives to be met through the adoption of this Urban Renewal Plan include the following items:

- To eliminate the adverse conditions which qualify the redevelopment project area as a blighted area and an insanitary area, within the meaning of the Land Clearance for Redevelopment Authority Law, and to prevent the recurrence of these conditions which constitute an economic and social liability, have impaired the provision of orderly residential development, and which impair the tax base and general welfare of the community.
- To enhance the tax base of the municipality and the other public taxing districts by developing the area to its highest and best use and encouraging private investment in the surrounding areas, thereby increasing tax revenues and corresponding public service to the community.
- To provide, in harmony with the general plan for the community, a coordinated, adjusted and harmonious development of the community and its environs.
- To promote the health, safety, order, convenience, prosperity and the general welfare of the community, as well as efficiency and economy in the process of development and the use of standards and controls which will ensure the sound development of the area.

The specific development objectives to be achieved through the implementation of this Urban Renewal Plan include the following major items:

- Stimulate and facilitate the maintenance and expansion of affordable housing options throughout the community.

-
- Stimulate and facilitate private investment by homeowners, organizations, and developers in new single-family housing on vacant residential lots within appropriately zoned areas.
 - Stimulate and facilitate private investment by property owners, organizations, and developers in new multi-family housing on vacant residential lots within appropriately zoned areas, specifically through the renovation of smaller, incremental sized projects such as 4 and 6-plexes.
 - Stimulate and facilitate private investment by property owners, organizations, and developers in the rehabilitation of existing single-family and multi-family housing that meet the needs of - and appeal to - both current neighborhood residents and potential residents.
 - Stimulate and facilitate private investment by existing businesses, as well as the creation of new appropriately sized businesses, in existing commercial areas along the designated commercial corridors that meet the shopping, dining, entertainment, and employment needs of neighborhood residents, commuters and other interested consumers.

IV. LAND USE PLAN

A. Current Land Use Plan

The Plan Area lies within the multiple land use plans including as reference above. The current land use for the East Kansas City Urban Renewal Plan is a mixture of uses, which includes but is not limited to parks, low, medium, and medium-high density residential, mixed-use community, and institutional uses. For a depiction of these current land uses, see Exhibit B – Current Land Use.

B. Proposed Land Use Plan

The affected area plans recommend the land uses to be a mixture of parks, low, medium, and medium-high density residential, mixed-use community, and institutional uses. For a depiction of the land use recommendations, see Exhibit C – Proposed Land Use.

It will not be necessary to modify the land uses proposed in the area plans at this time. Individual projects may be required to amend the land use recommendations as they are brought forward for consideration.

C. Design Objectives and Controls

Overall design objectives are hereby established in order to achieve sound and attractive development within the Plan Area. All sites and building designs for redevelopment parcels to be assisted by the Authority will be subject to the Authority's "Design Review Process", described in Appendix 1.

1. Building Design Objectives

Building materials and color schemes shall be complementary to (as much as possible) those used on adjacent buildings within adjacent block(s). Buildings shall be designed to avoid creation of unarticulated, blank facades and to create architectural style and proportion sympathetic or complementary to existing structures so that new construction is an integral element of overall site design. While major changes in building scale shall be avoided whenever possible, some diversity of building scales should also be encouraged.

2. Parking Design Objectives

All off-street parking areas for commercial uses to be improved as part of a redevelopment project assisted by the Authority shall conform to the screening requirements of Chapter 88, Article IV of the City of Kansas City's Code of Ordinances. Redevelopers shall maintain parking facilities in an acceptable manner (weed and litter-free, plantings trimmed and maintained, all required lighting is operable, pavement cracks and defects are sealed or corrected, etc.) in conformance with the Plan.

3. Signage

Within the Plan Area, in exchange for tax abatement on any tracts owned by the owner or leaseholder of a freestanding outdoor advertising sign, the developer agrees to remove freestanding outdoor advertising signs prior to the approval of any property tax abatement by the Authority.

4. Street, pedestrian walkways and open space objectives

Each redevelopment proposal will, if required by the Development Services or the Department of Parks and Recreation, include provision of approved streetscape improvements. Such improvements may include sidewalks, street trees (or other approved plantings) with adequate drainage and grates, and well-maintained curbs.

5. General maintenance:

General maintenance shall be required of all redevelopment parcels assisted by the Authority and shall include consistent upkeep and repair, removal of debris and litter, trimming of landscape materials, and weed removal. Structures damaged by fire must be repaired, or if repair is deemed infeasible, such structure shall be removed within 60 days of such calamity.

6. Zoning

The Plan Area contains a variety of residential, commercial, and industrial zoning. See Exhibit D- "Current Zoning" for details. See Exhibit E – "Proposed Zoning, which is identical to Exhibit D as no immediate changes are proposed.

While adoption of this Plan will require no other immediate changes in the zoning of the Plan Area, for purposes of implementation and in order to reinforce its objectives, developers will have to apply to the City for and obtain a UR zoning designation in order to be eligible for the tax abatement

benefits of this Plan, if the project meets either one of the criteria listed below:

1. Any new residential project of five (5) or more units, but excluding any new residential units that are to be constructed within an existing building; or
2. Any project that involves construction of new buildings or an expansion greater than 10% or 1,000 square feet (whichever is less). _

The requirements to obtain UR zoning for projects which are larger than projects described in Nos. 1 and 2 above may only be waived by the Director of City Development upon the recommendation of the Executive Director of the Authority.

V. URBAN RENEWAL TECHNIQUES TO BE USED TO ACHIEVE PLAN OBJECTIVES

With respect to implementation of the East Kansas City Urban Renewal Plan, the following urban renewal techniques will be used to ensure positive economic and community development:

A. Tax Abatement

The Authority may provide tax abatement, or other forms of development assistance, to projects proposed by residents, organizations or business entities and which are in conformance with this Plan. No property will receive abatement or other incentives unless the applicant(s) demonstrates that: 1) all property taxes have been paid for all of the properties owned by or under the control of the applicant(s) and 2) that there are no unresolved code violations on any property located within the City of Kansas City, Missouri that is owned or controlled by the applicant, unless, however, the applicant's proposed project within the Plan Area shall correct or remediate any code violation at the property within the Plan Area for which the applicant has been cited within the ninety (90) days prior to the submittal date of a Redevelopment Project Application. All commercial, industrial, retail, mixed-use, office, multi-family and/or institutional redevelopment projects seeking assistance from the Authority will follow the Authority's Workable Program. The projects will be evaluated to determine if public assistance is necessary to fulfill the objectives of the Plan. Any property being considered for a subsequent tax abatement must

exhibit significant blight at the time of the second application and that at least five years shall have elapsed since the end of the previous tax abatement, provided, however, that said requirement that at least five years shall have elapsed may be waived or reduced by the Authority in the event of hardship circumstances.

A request for development assistance that exceeds standard Chapter 99 tax abatement (assessed valuation of property “frozen” for 10 years of abatement on the increased valuation of the property) shall be considered as a request for a minor modification of this Plan.

B. Eminent Domain

Under the provisions of Section 99.420(4) R.S.Mo., the Authority is granted the power of eminent domain for the purposes of assisting in the implementation of approved redevelopment projects and/or the eradication of blight or insanitary conditions. The Authority does not intend to utilize eminent domain through this plan and any future use would require a major amendment to the plan.

VI. Workable Program

A. Workable Program and Rules for Implementation (Background).

1. On October 4, 2000, pursuant to Section 99.420(5) of the LCRA Law, the Authority adopted, as amended from time to time, The Workable Program of Land Clearance for Redevelopment Authority of Kansas City, Missouri (“Workable Program”), and the Rules for the Implementation of The Workable Program of Land Clearance for Redevelopment Authority of Kansas City, Missouri (“Rules for Implementation”), as a basis upon which to judge future Urban Renewal Plans and any proposed amendments to existing Urban Renewal Plans.
2. Sections 99.320(20) and (21) of the LCRA Law requires that Urban Renewal Plans adopted by the Authority and the City Council comply with the Workable Program.

B. Impact of the Workable Program on Applications for Benefits under this Urban Renewal Plan.

1. The Authority shall not grant to any person (“Applicant”) any of the benefits (“LCRA Benefits”) the Authority has the power to grant under

the LCRA Law unless the Authority shall have first determined whether the project proposed by the Applicant ("Project"), for which the Applicant has applied to the Authority for LCRA Benefits, would not be economically viable without the granting of the LCRA Benefits sought by the Applicant.

- C. Each Applicant shall submit an application ("Application") that shall include a Project budget and sufficient financial information to enable the Authority to determine whether the Project would not be economically viable without the granting of the LCRA Benefits sought by the Applicant. Each Application shall include such other information as required by the Workable Program and the Rules for Implementation.
- D. Monitoring Urban Renewal Projects under this Urban Renewal Plan.
 - 1. During the life of any LCRA benefits granted by the Authority to an Applicant, the Authority shall monitor the Project to assure that the City realizes the benefits to its tax and employment bases and physical improvements ("Public Benefits") of the Project promised by the Applicant when the LCRA Benefits were granted.
 - 2. In the event the City does not, in the opinion of the Authority, realize the Public Benefits, then the Applicant shall be obligated to pay to the Authority a sum ("Liquidated Public Benefit") equal to the value of the LCRA Benefits, which were realized by the recipient of those benefits.
 - 3. If the Applicant shall demonstrate to the satisfaction of the Authority that the Public Benefits have not been realized due to unforeseen economic events, then the Authority may waive repayment of the Liquidated Public Benefit.

VII. PROPOSED FINANCING PLAN

The proponents and advocates of this Plan do not have any specific restoration, rehabilitation, or redevelopment projects under consideration at this time. It is not currently possible to estimate the number of residential properties, or their square footage, that may seek the Authority's assistance for rehabilitation or new construction projects at this time. Although commercial properties represent a small portion of the Plan Area, it is not possible to estimate the number of properties, or their square footage, that may seek the Authority's assistance for rehabilitation or new construction projects at this time. Additionally, commercial projects will be limited to those approved by both the neighborhood organization of record and city councilmembers for the proposed project. The nature, extent or cost of any potential public improvements or projects within the Plan

Area has not been identified at this time. Construction plans and detailed cost estimates will be prepared as part of all Redevelopment Project Applications submitted for consideration by the Authority when applicable.

In conformance with Chap. 99.430(7) R.S.Mo., it is anticipated that private funding sources, including traditional debt financing and cash equity, will be used to help finance restoration, rehabilitation, and redevelopment projects within the Plan Area. It is possible that public financing sources, such as the U.S. Small Business Administration and/or the EDC Loan Corporation, may be utilized to partially finance individual commercial projects within the Plan Area. Federal and State historic preservation investment tax credits, Federal and State low-income housing tax credits, among other similar programs, may also be used to generate equity for some or all of the projects to be undertaken within the Plan Area.

VIII. RELOCATION

The Land Clearance for Redevelopment Authority, by Resolution 85-25, has a Standardized Relocation Policy (Appendix 2) to be adhered to should relocation be necessary.

IX. AFFIRMATIVE ACTION PLAN

The Land Clearance for Redevelopment Authority has developed an affirmative action process (Appendix 3) which requires that developers and project contractors submit individual affirmative action plans. All projects approved by the Authority are subject to applicable federal, state and/or City affirmative action regulations, requirements, guidelines and procedures.

X. DURATION OF CONTROLS

The East Kansas City Urban Renewal Plan shall be effective for a period of fifteen (15) years from the date of passage of the approving ordinance. The Authority will re-evaluate the project after five (5) years to evaluate the successes and the need to extend the Plans duration.

XI. PROVISION FOR AMENDING PLAN

This Plan may be modified by the Authority, provided that when the proposed modification will substantially change the development of the urban renewal plan as previously approved by the City of Kansas City, Missouri, it must similarly be approved by the City Council.

EXHIBIT A-1

MAP OF PLAN AREA

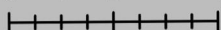
 **East Side URA
Study Area**

KANSAS CITY, MO

Reference Map



0 1 2 4 Miles



While the City of Kansas City, Mo., makes every effort to maintain and distribute accurate information, no warranties and/or representations of any kind are made regarding information, data or services provided. As provided by Section 62.1035, Revised Statutes of Missouri, the City of Kansas City, Mo., shall not be liable for any damages which may arise from any error which may exist in the information or the geographical information system. Users of this data shall hold the City of Kansas City, Mo., harmless in all matters and accounts arising from the use and/or accuracy of this data.

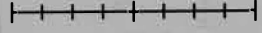
**East Side URA
Study Area**

KANSAS CITY, MO

Reference Map



0 0.4 0.8 1.6 Miles



While the City of Kansas City, Mo., makes every effort to maintain and distribute accurate information, no warranties and/or representations of any kind are made regarding information, data or services provided. As provided by Section 82.1035, Revised Statutes of Missouri, the City of Kansas City, Mo., shall not be liable for any damages which may arise from any error which may exist in the information or the geographic information system. Users of this data shall hold the City of Kansas City, Mo., harmless in all matters and accounts arising from the use of this data.

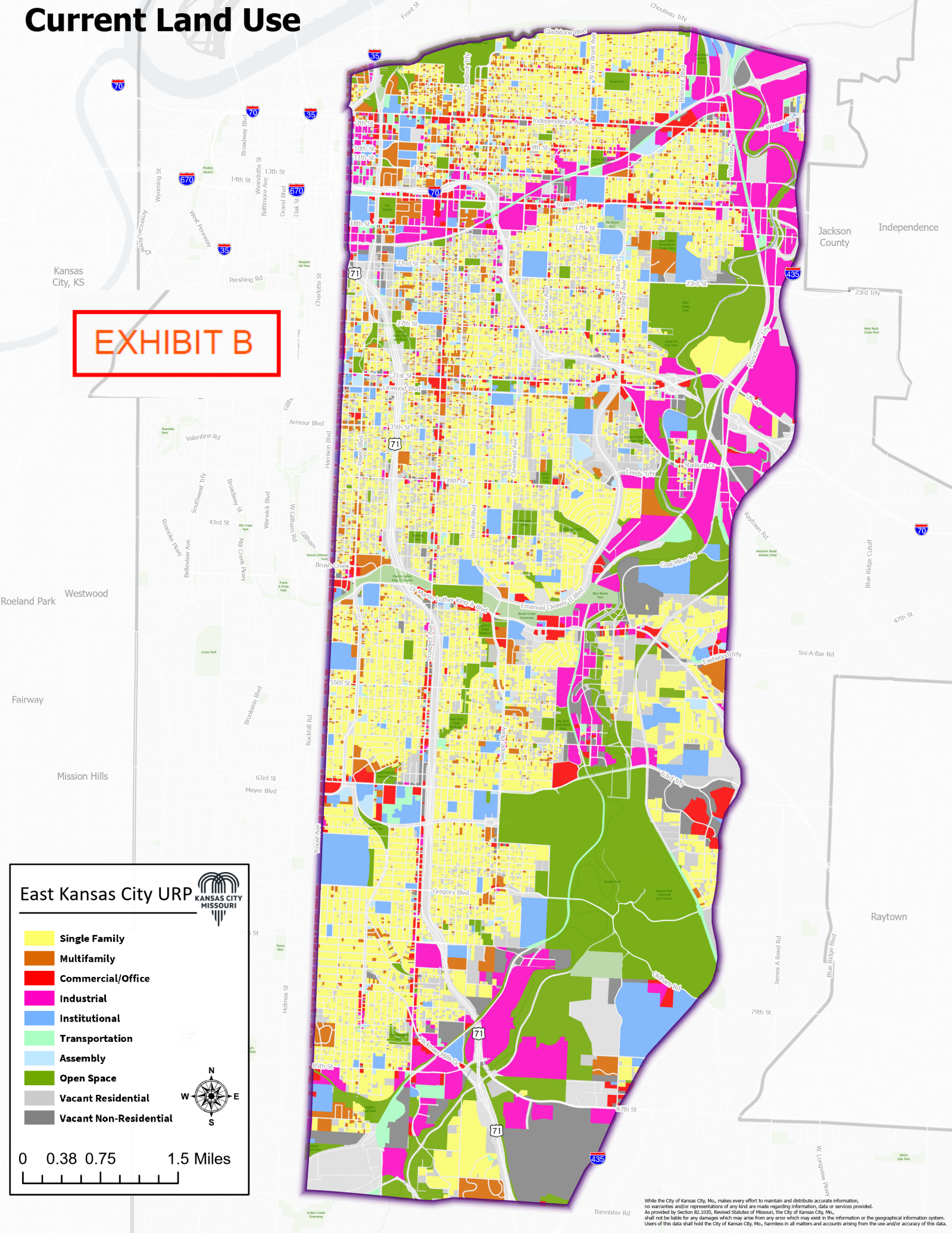
Exhibit A – 2

Legal Description

Beginning at the point of intersection of the centerline of Troost Avenue and the centerline of E. 5th Street, thence easterly along the centerline of E. 5th Street to its point of intersection with the centerline of Interstate 29/35; thence northerly along said centerline of Interstate 29/35 to its point of intersection with the right of way with the Union Pacific Railway; thence easterly along said right of way to its point of intersection with the centerline of Interstate 435; thence southerly along said centerline of Interstate 435 to its point of intersection with the centerline of E. Bannister Rd; thence westerly along said centerline of E Bannister Rd to its point of intersection with the centerline Troost Ave; thence northerly along said centerline of Troost Avenue to its point of intersection with the centerline of E. 5th Street said point being the Point of Beginning along with all parcels that face both sides of Troost Avenue, from E. 5th Street to north and Bannister Rd. on the south, all lying situate within the City of Kansas City, Jackson County, Missouri.

Current Land Use

EXHIBIT B



Current Land Use

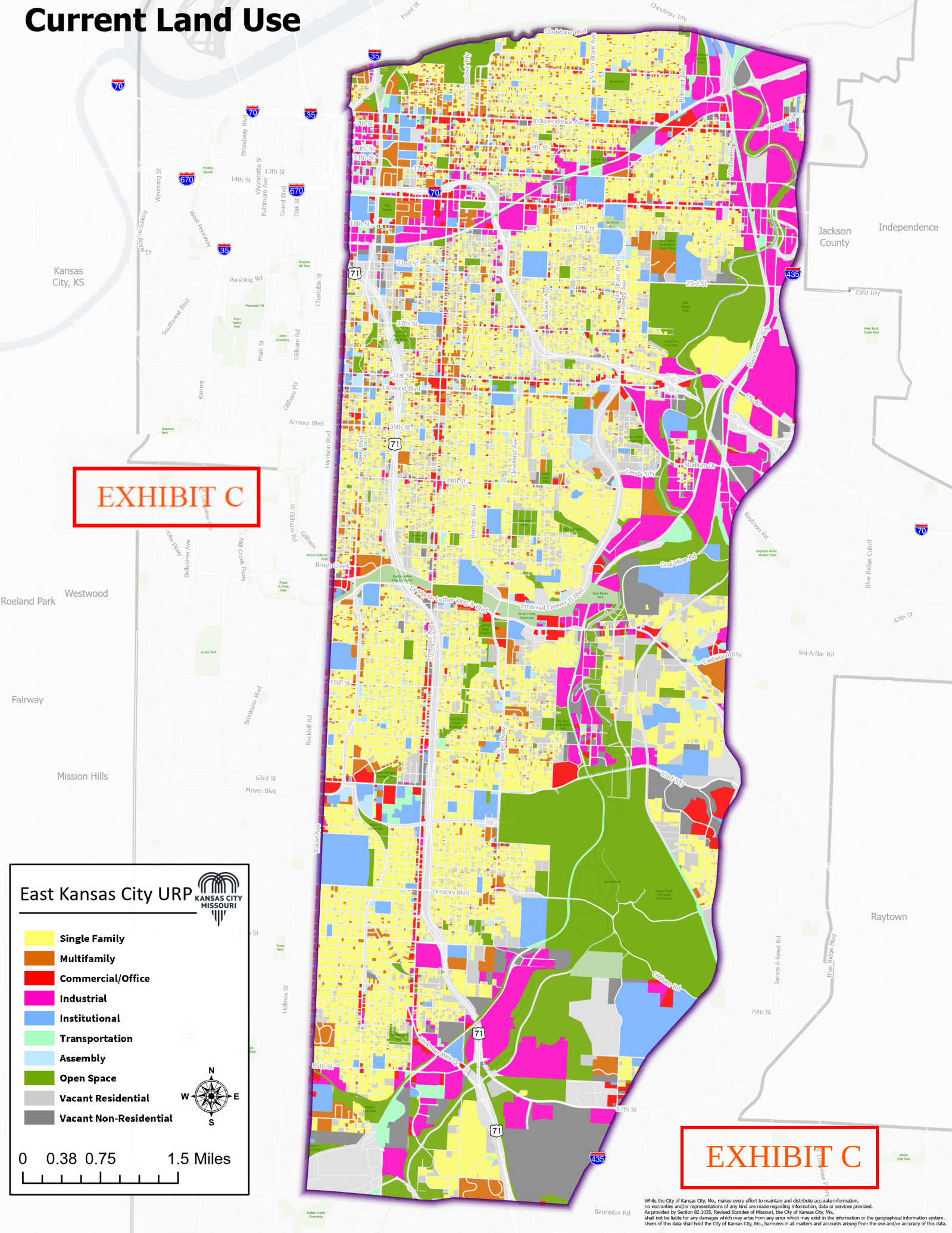


EXHIBIT C

East Kansas City URP



- Single Family
- Multifamily
- Commercial/Office
- Industrial
- Institutional
- Transportation
- Assembly
- Open Space
- Vacant Residential
- Vacant Non-Residential



0 0.38 0.75 1.5 Miles

EXHIBIT C

While the City of Kansas City, Mo., makes every effort to maintain and distribute accurate information, no warranties or representations of any kind are made regarding information, data or services provided. As provided by Section 82.1035, Revised Statutes of Missouri, the City of Kansas City, Mo., shall not be liable for any damages which may arise from any error which may exist in the information or the geographical information system. Users of this data shall hold the City of Kansas City, Mo., harmless in all matters and accounts arising from the use and/or accuracy of this data.

Zoning

EXHIBIT D

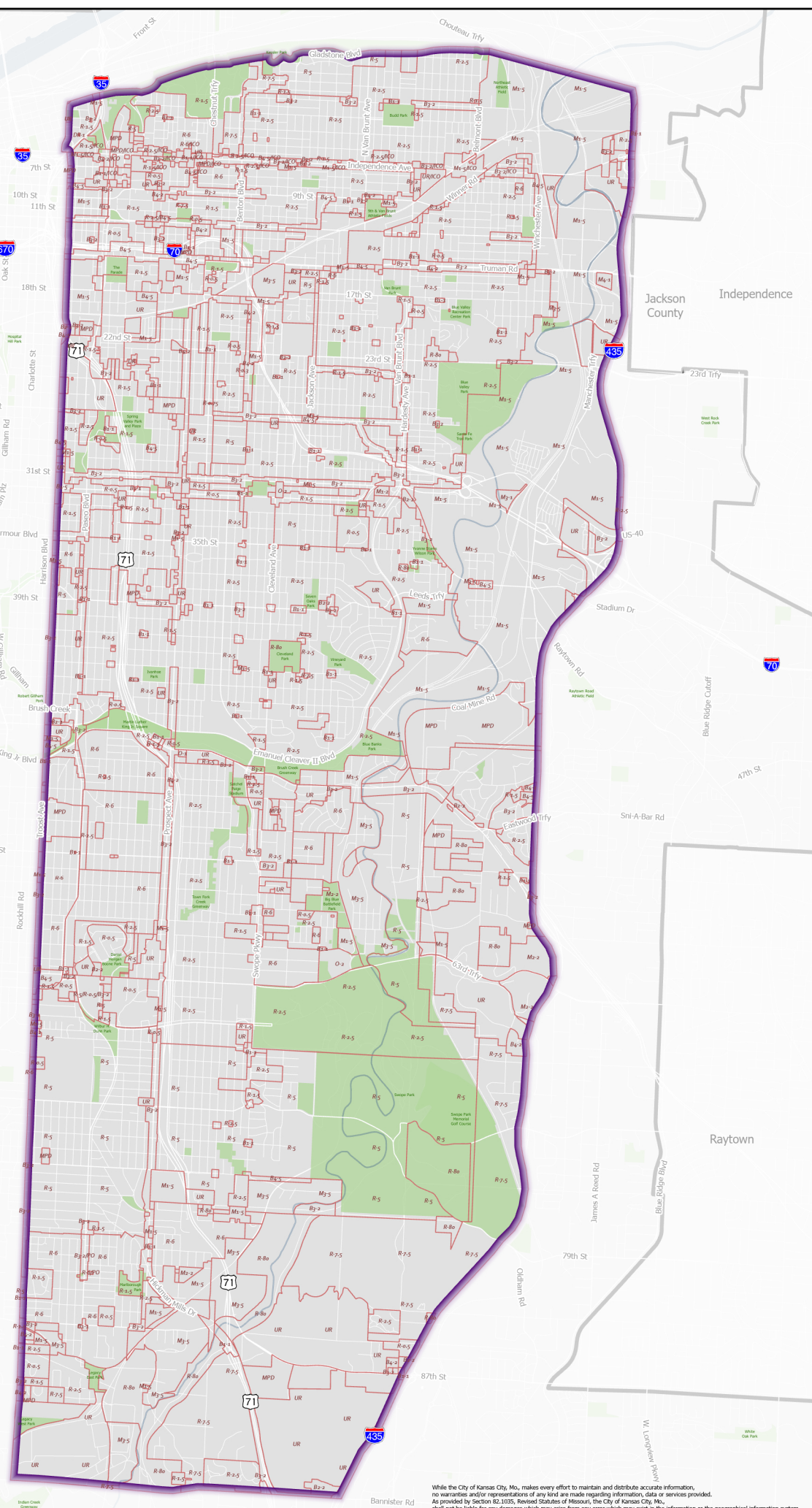
East Kansas City URP



- Zoning District
- City Limits
- Rivers and Lakes
- Parks
- Airports



0 0.38 0.75 1.5 Miles



While the City of Kansas City, Mo., makes every effort to maintain and distribute accurate information, no warranties and/or representations of any kind are made regarding information, data or services provided. As provided by Section 82.103, Revised Statutes of Missouri, the City of Kansas City, Mo., shall not be liable for any damages which may arise from any error which may exist in the information or the geographical information system. Users of this data shall hold the City of Kansas City, Mo., harmless in all matters and accounts arising from the use and/or accuracy of this data.

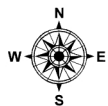
Zoning

EXHIBIT E

East Kansas City URP 



-  Zoning District
 City Limits
 Rivers and Lakes
 Parks
 Airports



0 0.38 0.75 1.5 Miles



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Exhibit F

Finding of Blight and /or Insanitary Conditions

According to section 99.320(3) R.S.Mo of Missouri's Land Clearance for Redevelopment Statute, a "blighted area" is defined as follows:

Blighted Area: *An area which by reason of the predominance of defective or inadequate street layout, insanitary or unsafe conditions, deterioration of site improvements, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use; and,*

The LCRA staff worked with members of the city planning to review socioeconomic data within the Plan Area. The data prepared by the City Planning Department is contained in this exhibit.

The Plan Area suffers from numerous conditions that contribute to the existence of blight. The presence of the various blighting conditions is summarized in the following paragraphs.

Deterioration of site improvements is apparent throughout the Area. Deterioration and aging is present in many primary structures as well as in a number of outbuildings in the area. Site improvements in the Area often demonstrate roof and wall deterioration, poorly maintained exterior finishes, fascia deterioration, and deterioration of fences, walls, gutters, and stairways/steps. The presence of deterioration is a frequent occurrence, particularly among vacant parcels. There is a high rate of vacancy among parcels. These factors have been documented through the creation of numerous Urban Renewal Plans across the area.

The presence of insanitary or unsafe conditions is the most prevalent blighting factor in the Study Area. The Area exhibits conditions considered unsafe or insanitary, including the existence of trash/debris, weeds, cracked or uneven sidewalks, and graffiti. Additionally, at the time of the study there were 1,023 open 311 cases against parcels in the Area for property violations or other service requests made to the City.

In the past few decades, the Study Area has seen either a significant decrease or little to no improvement in life expectancy. If a resident within the Study Area simply decided to move two miles west, it is possible their life expectancy would increase by more than ten years. In addition, there is a general lack of health services, grocery stores, and public libraries within the Area, and there is a clear representation of inequitable circumstances. The Kansas City Health Department notes that blighted areas lead to an increase in crime and likelihood of encountering environmental hazards. Addressing blight is a fundamental first step in tackling the overall community health concerns the Area is facing.

Crime data indicates that high crime rates are present within the Study Area and pose a danger to both life and property. Incidents of violent crime in the Study Area are 2.79 times more prevalent than in the City as a whole. Incidents of property crime are 1.61 times higher in the Study Area than the City. Further, violent crime rates in the Study Area are 2.88 times higher than the national rate and property crime rates are 2.21 times higher than the national rate.

Because all the components of the Chapter 99 criteria are present in the proposed East Kansas City Urban Renewal Area of Kansas City, Missouri, LCRA staff concludes that the Plan Area is a “blighted area” consistent with the definition provided by Missouri’s Land Clearance for Redevelopment Law in the Missouri Revised Statutes (RSMo. Ch. 99), and is a menace to the health, safety, and welfare of the city.



Area Profile

Long Range Planning & Preservation
City of Kansas City, MO
Subject Area: East Side URA (see attached maps)

Prepared For: Dan Moye
Director of Land Development
Economic Development Corporation of KC

POPULATION

2020 Population (U.S. Census)	
2020 Total Population (U.S. Census)	122,232
2020 Household Population (U.S. Census)	119,498
2010-2020 Population: Compound Annual Growth Rate (U.S. Census)	0.04%
2000-2020 Population: Compound Annual Growth Rate (U.S. Census)	-0.76%
2010-2020 Household Population: Compound Annual Growth Rate (U.S. Census)	0.02%
2000-2020 Household Population: Compound Annual Growth Rate (U.S. Census)	-0.77%
2020 Population Density (Pop per Square Mile) (U.S. Census)	2,725.7
2020 Population by Race (U.S. Census)	
2020 Diversity Index (Esri)	77.1
2020 Population of 1 Race (U.S. Census)	110,057
2020 Population of 1 Race: White (U.S. Census)	24,168
2020 Population of 1 Race: Black/African American (U.S. Census)	64,918
2020 Population of 1 Race: American Indian/Alaska Native (U.S. Census)	1,061
2020 Population of 1 Race: Asian (U.S. Census)	3,820
2020 Population of 1 Race: Pacific Islander (U.S. Census)	213
2020 Population of 1 Race: Other Race (U.S. Census)	15,876
2020 Population of 2 or More Races (U.S. Census)	12,175
2016-2020 Race and Hispanic Origin (ACS)	
2020 Hispanic or Latino (ACS 5-Yr)	22,271
2020 Hispanic or Latino: White Alone (ACS 5-Yr)	9,256
2020 Hispanic or Latino: Black or African American Alone (ACS 5-Yr)	817
2020 Hispanic or Latino: American Indian and Alaska Native Alone (ACS 5-Yr)	143
2020 Hispanic or Latino: Asian Alone (ACS 5-Yr)	31
2020 Hispanic or Latino: Native Hawaiian and Other Pacific Islander Alone (ACS 5-Yr)	0
2020 Hispanic or Latino: Some Other Race Alone (ACS 5-Yr)	9,081
2020 Hispanic or Latino: Two or More Races (ACS 5-Yr)	2,943
2020 Not Hispanic or Latino (ACS 5-Yr)	98,861
2020 Not Hispanic or Latino: White Alone (ACS 5-Yr)	22,814
2020 Not Hispanic or Latino: Black or African American Alone (ACS 5-Yr)	69,297
2020 Not Hispanic or Latino: American Indian and Alaska Native Alone (ACS 5-Yr)	328
2020 Not Hispanic or Latino: Asian Alone (ACS 5-Yr)	2,150
2020 Not Hispanic or Latino: Native Hawaiian and Other Pacific Islander Alone (ACS 5-Yr)	132
2020 Not Hispanic or Latino: Some Other Race Alone (ACS 5-Yr)	683
2020 Not Hispanic or Latino: Two or More Races (ACS 5-Yr)	3,457
2020 Race: White Alone (ACS 5-Yr)	32,070
2020 Race: Black or African American Alone (ACS 5-Yr)	70,113
2020 Race: American Indian and Alaska Native Alone (ACS 5-Yr)	471
2020 Race: Asian Alone (ACS 5-Yr)	2,181
2020 Race: Native Hawaiian and Other Pacific Islander Alone (ACS 5-Yr)	132
2020 Race: Some Other Race Alone (ACS 5-Yr)	9,765
2020 Race: Two or More Races (ACS 5-Yr)	6,400

Source: ACS, AGS, Esri, Esri-Data Axle, U.S. Census



Area Profile

Long Range Planning & Preservation
City of Kansas City, MO
Subject Area: East Side URA (see attached maps)

Prepared For: Dan Moye
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2016-2020 Language Spoken at Home (ACS)	
2020 Pop Age 5+ by Language Spoken at Home Base (ACS 5-Yr)	111,667
2020 Pop 5-17 Speak only English (ACS 5-Yr)	17,108
2020 Pop 5-17 Speak Spanish (ACS 5-Yr)	4,950
2020 Pop 5-17 Speak Spanish & English Very Well/Well (ACS 5-Yr)	4,600
2020 Pop 5-17 Speak Spanish & English Not Well (ACS 5-Yr)	351
2020 Pop 5-17 Speak Spanish & No English (ACS 5-Yr)	0
2020 Pop 5-17 Speak Other Indo-European Language (ACS 5-Yr)	313
2020 Pop 5-17 Speak Indo-Eur & English Very Well/Well (ACS 5-Yr)	122
2020 Pop 5-17 Speak Indo-Eur & English Not Well (ACS 5-Yr)	191
2020 Pop 5-17 Speak Indo-European & No English (ACS 5-Yr)	0
2020 Pop 5-17 Speak Asian-Pacific Isl Language (ACS 5-Yr)	291
2020 Pop 5-17 Speak Asian-PI & English Very Well/Well (ACS 5-Yr)	173
2020 Pop 5-17 Speak Asian-PI & English Not Well (ACS 5-Yr)	93
2020 Pop 5-17 Speak Asian-Pacific Isl & No English (ACS 5-Yr)	25
2020 Pop 5-17 Speak Other Language (ACS 5-Yr)	1,077
2020 Pop 5-17 Speak Oth Language & English Very Well/Well (ACS 5-Yr)	843
2020 Pop 5-17 Speak Oth Language & English Not Well (ACS 5-Yr)	234
2020 Pop 5-17 Speak Oth Language & No English (ACS 5-Yr)	0
2020 Pop 18-64 Speak only English (ACS 5-Yr)	58,741
2020 Pop 18-64 Speak Spanish (ACS 5-Yr)	10,421
2020 Pop 18-64 Speak Spanish & English Very Well/Well (ACS 5-Yr)	6,913
2020 Pop 18-64 Speak Spanish & English Not Well (ACS 5-Yr)	2,961
2020 Pop 18-64 Speak Spanish & No English (ACS 5-Yr)	548
2020 Pop 18-64 Speak Other Indo-European Language (ACS 5-Yr)	737
2020 Pop 18-64 Speak Indo-Eur & English Very Well/Well (ACS 5-Yr)	565
2020 Pop 18-64 Speak Indo-Eur & English Not Well (ACS 5-Yr)	155
2020 Pop 18-64 Speak Indo-European & No English (ACS 5-Yr)	17
2020 Pop 18-64 Speak Asian-Pacific Isl Language (ACS 5-Yr)	1,253
2020 Pop 18-64 Speak Asian-PI & English Very Well/Well (ACS 5-Yr)	727
2020 Pop 18-64 Speak Asian-PI & English Not Well (ACS 5-Yr)	420
2020 Pop 18-64 Speak Asian-Pacific Isl & No English (ACS 5-Yr)	106
2020 Pop 18-64 Speak Other Language (ACS 5-Yr)	1,389
2020 Pop 18-64 Speak Oth Language & English Very Well/Well (ACS 5-Yr)	960
2020 Pop 18-64 Speak Oth Language & English Not Well (ACS 5-Yr)	415
2020 Pop 18-64 Speak Other Language & No English (ACS 5-Yr)	14
2020 Pop 65+ Speak only English (ACS 5-Yr)	14,220
2020 Pop 65+ Speak Spanish (ACS 5-Yr)	798
2020 Pop 65+ Speak Spanish & English Very Well/Well (ACS 5-Yr)	411
2020 Pop 65+ Speak Spanish & English Not Well (ACS 5-Yr)	273
2020 Pop 65+ Speak Spanish & No English (ACS 5-Yr)	114
2020 Pop 65+ Speak Other Indo-European Language (ACS 5-Yr)	57
2020 Pop 65+ Speak Indo-Eur & English Very Well/Well (ACS 5-Yr)	45
2020 Pop 65+ Speak Indo-Eur & English Not Well (ACS 5-Yr)	8
2020 Pop 65+ Speak Indo-European & No English (ACS 5-Yr)	4
2020 Pop 65+ Speak Asian-Pacific Isl Language (ACS 5-Yr)	212
2020 Pop 65+ Speak Asian-PI & English Very Well/Well (ACS 5-Yr)	41
2020 Pop 65+ Speak Asian-PI & English Not Well (ACS 5-Yr)	159
2020 Pop 65+ Speak Asian-Pacific Isl & No English (ACS 5-Yr)	12
2020 Pop 65+ Speak Other Language (ACS 5-Yr)	99
2020 Pop 65+ Speak Oth Language & English Very Well/Well (ACS 5-Yr)	65
2020 Pop 65+ Speak Oth Language & English Not Well (ACS 5-Yr)	0
2020 Pop 65+ Speak Oth Language & No English (ACS 5-Yr)	35

Source: ACS, AGS, Esri, Esri-Data Axle, U.S. Census

November 21, 2022



Area Profile

Long Range Planning & Preservation
City of Kansas City, MO
Subject Area: East Side URA (see attached maps)

Prepared For: Dan Moye
Director of Land Development
Economic Development Corporation of KC

EDUCATION

2016-2020 Educational Attainment (ACS)	
2020 Population Age 25+ by Educational Attainment Base (ACS 5-Yr)	76,288
2020 Pop Age 25+: No Schooling (ACS 5-Yr)	2,180
2020 Pop Age 25+: Nursery School (ACS 5-Yr)	0
2020 Pop Age 25+: Kindergarten (ACS 5-Yr)	3
2020 Pop Age 25+: 1st-4th Grade (ACS 5-Yr)	383
2020 Pop Age 25+: 5th-8th Grade (ACS 5-Yr)	3,050
2020 Pop Age 25+: 9th-12th (No Diploma) (ACS 5-Yr)	10,194
2020 Pop Age 25+: High School Diploma (ACS 5-Yr)	24,115
2020 Pop Age 25+: GED/Alternative Credential (ACS 5-Yr)	4,448
2020 Pop Age 25+: Some College/No Degree (ACS 5-Yr)	17,836
2020 Pop Age 25+: Associate Degree (ACS 5-Yr)	4,919
2020 Pop Age 25+: Bachelor's Degree (ACS 5-Yr)	6,038
2020 Pop Age 25+: Master's Degree (ACS 5-Yr)	2,396
2020 Pop Age 25+: Professional School Degree (ACS 5-Yr)	531
2020 Pop Age 25+: Doctorate Degree (ACS 5-Yr)	195
2016-2020 School Enrollment (ACS)	
2020 Pop Age 3+ by School Enrollment Base (ACS 5-Yr)	115,903
2020 Pop 3+ Enrolled in School (ACS 5-Yr)	31,685
2020 Pop 3+ Enrolled in Nursery/Preschool (ACS 5-Yr)	1,980
2020 Pop 3+ Enrolled in Nursery/Preschool: Public (ACS 5-Yr)	1,731
2020 Pop 3+ Enrolled in Nursery/Preschool: Private (ACS 5-Yr)	249
2020 Pop 3+ Enrolled in Kindergarten (ACS 5-Yr)	1,867
2020 Pop 3+ Enrolled in Kindergarten: Public (ACS 5-Yr)	1,840
2020 Pop 3+ Enrolled in Kindergarten: Private (ACS 5-Yr)	27
2020 Pop 3+ Enrolled in Grade 1-4 (ACS 5-Yr)	7,287
2020 Pop 3+ Enrolled in Grade 1-4: Public (ACS 5-Yr)	6,810
2020 Pop 3+ Enrolled in Grade 1-4: Private (ACS 5-Yr)	477
2020 Pop 3+ Enrolled in Grade 5-8 (ACS 5-Yr)	7,899
2020 Pop 3+ Enrolled in Grade 5-8: Public (ACS 5-Yr)	7,552
2020 Pop 3+ Enrolled in Grade 5-8: Private (ACS 5-Yr)	347
2020 Pop 3+ Enrolled in Grade 9-12 (ACS 5-Yr)	6,350
2020 Pop 3+ Enrolled in Grade 9-12: Public (ACS 5-Yr)	5,646
2020 Pop 3+ Enrolled in Grade 9-12: Private (ACS 5-Yr)	703
2020 Pop 3+ Enrolled in College (ACS 5-Yr)	5,283
2020 Pop 3+ Enrolled in College: Public (ACS 5-Yr)	4,043
2020 Pop 3+ Enrolled in College: Private (ACS 5-Yr)	1,239
2020 Pop 3+ Enrolled in Grad/Professional School (ACS 5-Yr)	1,020
2020 Pop 3+ Enrolled in Public Grad/Professional School (ACS 5-Yr)	811
2020 Pop 3+ Enrolled in Private Grad/Professional School (ACS 5-Yr)	209
2020 Pop 3+ Not Enrolled in School (ACS 5-Yr)	84,218

HOUSEHOLDS

2020 Households (U.S. Census)	
2020 Total Households (U.S. Census)	47,855
2020 Average Household Size (U.S. Census)	2.50
2010-2020 Households: Compound Annual Growth Rate (U.S. Census)	0.32%
2000-2020 Households: Compound Annual Growth Rate (U.S. Census)	-0.55%
2016-2020 Key Demographic Indicators (ACS)	
2020 Total Households (ACS 5-Yr)	48,770
2020 Total Housing Units (ACS 5-Yr)	61,845
2020 Owner Households (ACS 5-Yr)	21,736

Source: ACS, AGS, Esri, Esri-Data Axle, U.S. Census

November 21, 2022



Area Profile

Long Range Planning & Preservation
City of Kansas City, MO
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2016-2020 Income (ACS)	
2020 Households Receiving Food Stamps/SNAP (ACS 5-Yr)	13,087
2020 Households Not Receiving Food Stamps/SNAP (ACS 5-Yr)	35,683
2020 Households by Income: < \$10,000 (ACS 5-Yr)	7,200
2020 Households by Income: \$10,000-\$14,999 (ACS 5-Yr)	4,651
2020 Households by Income: \$15,000-\$19,999 (ACS 5-Yr)	4,417
2020 Households by Income: \$20,000-\$24,999 (ACS 5-Yr)	2,944
2020 Households by Income: \$25,000-\$29,999 (ACS 5-Yr)	3,380
2020 Households by Income: \$30,000-\$34,999 (ACS 5-Yr)	3,248
2020 Households by Income: \$35,000-\$39,999 (ACS 5-Yr)	2,930
2020 Households by Income: \$40,000-\$44,999 (ACS 5-Yr)	2,621
2020 Households by Income: \$45,000-\$49,999 (ACS 5-Yr)	2,294
2020 Households by Income: \$50,000-\$59,999 (ACS 5-Yr)	3,082
2020 Households by Income: \$60,000-\$74,999 (ACS 5-Yr)	3,666
2020 Households by Income: \$75,000-\$99,999 (ACS 5-Yr)	4,159
2020 Households by Income: \$100,000-\$124,999 (ACS 5-Yr)	1,948
2020 Households by Income: \$125,000-\$149,999 (ACS 5-Yr)	1,301
2020 Households by Income: \$150,000-\$199,999 (ACS 5-Yr)	515
2020 Households by Income: \$200,000+ (ACS 5-Yr)	415
2020 Median Household Income (ACS 5-Yr)	\$32,584
2020 Average Household Income (ACS 5-Yr)	N/A
2020 Aggregate Household Income (ACS 5-Yr)	N/A
2020 Households with Social Security Income (ACS 5-Yr)	15,319
2020 HHs with No Social Security Income (ACS 5-Yr)	33,450
2020 Households with Retirement Income (ACS 5-Yr)	7,989
2020 HHs with No Retirement Income (ACS 5-Yr)	40,781
2020 Households with Public Assistance Income (ACS 5-Yr)	3,419
2020 HHs with No Public Assistance Income (ACS 5-Yr)	45,350
2016-2020 Vehicles Available (ACS)	
2020 Owner Households with No Vehicles (ACS 5-Yr)	2,100
2020 Owner Households with 1 Vehicle (ACS 5-Yr)	8,478
2020 Owner Households with 2 Vehicles (ACS 5-Yr)	6,987
2020 Owner Households with 3 Vehicles (ACS 5-Yr)	2,855
2020 Owner Households with 4 Vehicles (ACS 5-Yr)	928
2020 Owner Households with 5 or More Vehicles (ACS 5-Yr)	388
2020 Renter Households with No Vehicles (ACS 5-Yr)	7,882
2020 Renter Households with 1 Vehicle (ACS 5-Yr)	13,029
2020 Renter Households with 2 Vehicles (ACS 5-Yr)	4,636
2020 Renter Households with 3 Vehicles (ACS 5-Yr)	1,224
2020 Renter Households with 4 Vehicles (ACS 5-Yr)	209
2020 Renter Households with 5 or More Vehicles (ACS 5-Yr)	54
2020 Aggregate Number of Vehicles Available (ACS 5-Yr)	N/A
2020 Average Number of Vehicles Available (ACS 5-Yr)	N/A



Area Profile

Long Range Planning & Preservation
City of Kansas City, MO
Subject Area: East Side URA (see attached maps)

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2016-2020 Mortgage Status (ACS)	
2020 Owner Households with a Mortgage (ACS 5-Yr)	8,305
2020 Owner Households with No 2nd Mortgage and No Home Equity Loan (ACS 5-Yr)	7,653
2020 Owner Households with Multiple Mortgages (ACS 5-Yr)	651
2020 Owner Households w/2nd Mortgage & Home Equity Loan (ACS 5-Yr)	7
2020 Owner Households with Mortgage - Home Equity Loan Only (ACS 5-Yr)	397
2020 Owner Households with 2nd Mortgage Only (ACS 5-Yr)	247
2020 Owner Households with Home Equity Loan Without a Primary Mortgage (ACS 5-Yr)	0
2020 Owner Households with No Mortgage (ACS 5-Yr)	13,431
2020 Average Value of Owner Households w/Mortgage (ACS 5-Yr)	N/A
2020 Aggregate Value of Owner HHs w/Mortgage (ACS 5-Yr)	N/A
2020 Average Value of Owner Households w/No Mortgage (ACS 5-Yr)	N/A
2020 Aggregate Value of Owner HHs w/No Mortgage (ACS 5-Yr)	N/A
2020 HHs w/Mortgage: Monthly Owner Costs < 10% of HH Income (ACS 5-Yr)	769
2020 HHs w/Mortgage: Monthly Owner Costs 10-14.9% of HH Income (ACS 5-Yr)	1,343
2020 HHs w/Mortgage: Monthly Owner Costs 15-19.9% of HH Income (ACS 5-Yr)	1,498
2020 HHs w/Mortgage: Monthly Owner Costs 20-24.9% of HH Income (ACS 5-Yr)	1,282
2020 HHs w/Mortgage: Monthly Owner Costs 25-29.9% of HH Income (ACS 5-Yr)	960
2020 HHs w/Mortgage: Monthly Owner Costs 30-34.9% of HH Income (ACS 5-Yr)	628
2020 HHs w/Mortgage: Monthly Owner Costs 35-39.9% of HH Income (ACS 5-Yr)	214
2020 HHs w/Mortgage: Monthly Owner Costs 40-49.9% of HH Income (ACS 5-Yr)	455
2020 HHs w/Mortgage: Monthly Owner Costs 50+% of HH Income (ACS 5-Yr)	1,110
2020 HHs w/Mortgage: Monthly Owner Costs % of HH Inc Not Computed (ACS 5-Yr)	47
2020 HHs/No Mortg: Monthly Owner Costs < 10% of HH Income (ACS 5-Yr)	5,099
2020 HHs/No Mortg: Monthly Owner Costs 10-14.9% of HH Income (ACS 5-Yr)	2,511
2020 HHs/No Mortg: Monthly Owner Costs 15-19.9% of HH Income (ACS 5-Yr)	1,379
2020 HHs/No Mortg: Monthly Owner Costs 20-24.9% of HH Income (ACS 5-Yr)	773
2020 HHs/No Mortg: Monthly Owner Costs 25-29.9% of HH Income (ACS 5-Yr)	868
2020 HHs/No Mortg: Monthly Owner Costs 30-34.9% of HH Income (ACS 5-Yr)	696
2020 HHs/No Mortg: Monthly Owner Costs 35-39.9% of HH Income (ACS 5-Yr)	236
2020 HHs/No Mortg: Monthly Owner Costs 40-49.9% of HH Income (ACS 5-Yr)	568
2020 HHs/No Mortg: Monthly Owner Costs 50+% of HH Income (ACS 5-Yr)	1,059
2020 HHs/No Mortg: Monthly Owner Costs % of HH Inc Not Computed (ACS 5-Yr)	240



Area Profile

Long Range Planning & Preservation
City of Kansas City, MO
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2016-2020 Gross Rent (ACS)	
2020 Households Paying Gross Rent (Cash Rent) (ACS 5-Yr)	25,497
2020 HHs Paying Gross Rent: <\$100 (ACS 5-Yr)	47
2020 HHs Paying Gross Rent: \$100-\$149 (ACS 5-Yr)	114
2020 HHs Paying Gross Rent: \$150-\$199 (ACS 5-Yr)	383
2020 HHs Paying Gross Rent: \$200-\$249 (ACS 5-Yr)	706
2020 HHs Paying Gross Rent: \$250-\$299 (ACS 5-Yr)	690
2020 HHs Paying Gross Rent: \$300-\$349 (ACS 5-Yr)	765
2020 HHs Paying Gross Rent: \$350-\$399 (ACS 5-Yr)	479
2020 HHs Paying Gross Rent: \$400-\$449 (ACS 5-Yr)	427
2020 HHs Paying Gross Rent: \$450-\$499 (ACS 5-Yr)	840
2020 HHs Paying Gross Rent: \$500-\$549 (ACS 5-Yr)	678
2020 HHs Paying Gross Rent: \$550-\$599 (ACS 5-Yr)	1,145
2020 HHs Paying Gross Rent: \$600-\$649 (ACS 5-Yr)	1,006
2020 HHs Paying Gross Rent: \$650-\$699 (ACS 5-Yr)	1,697
2020 HHs Paying Gross Rent: \$700-\$749 (ACS 5-Yr)	1,765
2020 HHs Paying Gross Rent: \$750-\$799 (ACS 5-Yr)	1,562
2020 HHs Paying Gross Rent: \$800-\$899 (ACS 5-Yr)	3,400
2020 HHs Paying Gross Rent: \$900-\$999 (ACS 5-Yr)	2,724
2020 HHs Paying Gross Rent: \$1,000-\$1,249 (ACS 5-Yr)	4,601
2020 HHs Paying Gross Rent: \$1,250-\$1,499 (ACS 5-Yr)	1,627
2020 HHs Paying Gross Rent: \$1,500-\$1,999 (ACS 5-Yr)	815
2020 HHs Paying Gross Rent: \$2,000-\$2,499 (ACS 5-Yr)	25
2020 HHs Paying Gross Rent: \$2,500-\$2,999 (ACS 5-Yr)	0
2020 HHs Paying Gross Rent: \$3,000-\$3,499 (ACS 5-Yr)	0
2020 HHs Paying Gross Rent: \$3,500+ (ACS 5-Yr)	0
2020 HHs Paying No Gross Rent (ACS 5-Yr)	1,536
2020 Median Gross Rent (HHs Paying Cash Rent) (ACS 5-Yr)	\$813
2020 Average Gross Rent (HHs Paying Cash Rent) (ACS 5-Yr)	N/A
2020 Aggregate Gross Rent (HHs Paying Cash Rent) (ACS 5-Yr)	N/A
2020 HHs w/Gross Rent <10% of Household Income (ACS 5-Yr)	864
2020 HHs w/Gross Rent 10-14.9% of Household Income (ACS 5-Yr)	1,946
2020 HHs w/Gross Rent 15-19.9% of Household Income (ACS 5-Yr)	2,616
2020 HHs w/Gross Rent 20-24.9% of Household Income (ACS 5-Yr)	2,780
2020 HHs w/Gross Rent 25-29.9% of Household Income (ACS 5-Yr)	2,511
2020 HHs w/Gross Rent 30-34.9% of Household Income (ACS 5-Yr)	2,142
2020 HHs w/Gross Rent 35-39.9% of Household Income (ACS 5-Yr)	1,617
2020 HHs w/Gross Rent 40-49.9% of Household Income (ACS 5-Yr)	2,403
2020 HHs w/Gross Rent 50% + of Household Income (ACS 5-Yr)	7,481
2020 HHs w/Gross Rent as a % of HH Inc Not Computed (ACS 5-Yr)	2,674
2016-2020 Year Householder Moved In (ACS)	
2020 Owner HHs by Year Moved In: 2019 or Later (ACS 5-Yr)	644
2020 Owner HHs by Year Moved In: 2015 to 2018 (ACS 5-Yr)	3,161
2020 Owner HHs by Year Moved In: 2010 to 2014 (ACS 5-Yr)	3,459
2020 Owner HHs by Year Moved In: 2000 to 2009 (ACS 5-Yr)	4,452
2020 Owner HHs by Year Moved In: 1990 to 1999 (ACS 5-Yr)	3,673
2020 Owner HHs by Year Moved In: 1989/Earlier (ACS 5-Yr)	6,346
2020 Renter HHs by Year Moved In: 2019 or Later (ACS 5-Yr)	2,266
2020 Renter HHs by Year Moved In: 2015 to 2018 (ACS 5-Yr)	13,465
2020 Renter HHs by Year Moved In: 2010 to 2014 (ACS 5-Yr)	6,290
2020 Renter HHs by Year Moved In: 2000 to 2009 (ACS 5-Yr)	3,361
2020 Renter HHs by Year Moved In: 1990 to 1999 (ACS 5-Yr)	888
2020 Renter HHs by Year Moved In: 1989/Earlier (ACS 5-Yr)	764
2020 Median Year Householder Moved into Unit (ACS 5-Yr)	2013

Source: ACS, AGS, Esri, Esri-Data Axle, U.S. Census



Area Profile

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2016-2020 Poverty Status and Household Type (ACS)	
2020 Pop w/Income in the Past 12 Months Blw Poverty Lvl (ACS 5-Yr)	35,301
2020 Pop in Family HHs w/Income Blw Poverty Lvl (ACS 5-Yr)	24,386
2020 Pop in Married-Cpl Family HHs w/Income Blw Poverty Lvl (ACS 5-Yr)	4,975
2020 Relatives in Married Cpl Family HHs w/Income Blw Poverty Lvl (ACS 5-Yr)	4,934
2020 Nonrelatives in Married Cpl Family HHs w/Income Blw Poverty Lvl (ACS 5-Yr)	41
2020 Pop in Other Family HHs w/Income Blw Poverty Lvl (ACS 5-Yr)	19,411
2020 Pop in Other Family HHs w/Male HHr w/Income Blw Poverty Lvl (ACS 5-Yr)	2,801
2020 Relatives in Family HHs w/Male HHr w/Income Blw Poverty Lvl (ACS 5-Yr)	2,337
2020 Nonrelatives in Family HHs w/Male HHr w/Income Blw Poverty Lvl (ACS 5-Yr)	464
2020 Pop in Other Family HHs w/Female HHr w/Income Blw Poverty Lvl (ACS 5-Yr)	16,610
2020 Relatives in Family HHs w/Female HHr w/Income Blw Poverty Lvl (ACS 5-Yr)	15,782
2020 Nonrelatives in Family HHs w/Female HHr w/Income Blw Poverty Lvl (ACS 5-Yr)	828
2020 Pop in Nonfamily HHs w/Income Blw Poverty Lvl (ACS 5-Yr)	10,915
2020 HHrs in Nonfamily HHs w/Income Blw Poverty Lvl (ACS 5-Yr)	8,003
2020 HHrs Living Alone in Nonfamily HHs w/Income Blw Poverty Lvl (ACS 5-Yr)	6,801
2020 HHrs Not Living Alone in Nonfamily HHs w/Income Blw Poverty Lvl (ACS 5-Yr)	1,201
2020 Pop in Nonfamily HHs w/Other Living Arr w/Income Blw Poverty Lvl (ACS 5-Yr)	2,912
2020 Pop w/Income in the Past 12 Months Abv Poverty Lvl (ACS 5-Yr)	83,585
2020 Pop in Family HHs w/Income Abv Poverty Lvl (ACS 5-Yr)	64,431
2020 Pop in Married-Cpl Family HHs w/Income Abv Poverty Lvl (ACS 5-Yr)	33,522
2020 Relatives in Married Cpl Family HHs w/Income Abv Poverty Lvl (ACS 5-Yr)	33,300
2020 Nonrelatives in Married Cpl Family HHs w/Income Abv Poverty Lvl (ACS 5-Yr)	223
2020 Pop in Other Family HHs w/Income Abv Poverty Lvl (ACS 5-Yr)	30,908
2020 Pop in Other Family HHs w/Male HHr w/Income Abv Poverty Lvl (ACS 5-Yr)	6,047
2020 Relatives in Family HHs w/Male HHr w/Income Abv Poverty Lvl (ACS 5-Yr)	5,444
2020 Nonrelatives in Family HHs w/Male HHr w/Income Abv Poverty Lvl (ACS 5-Yr)	602
2020 Pop in Other Family HHs w/Female HHr w/Income Abv Poverty Lvl (ACS 5-Yr)	24,862
2020 Relatives in Family HHs w/Female HHr w/Income Abv Poverty Lvl (ACS 5-Yr)	23,546
2020 Nonrelatives in Family HHs w/Female HHr w/Income Abv Poverty Lvl (ACS 5-Yr)	1,316
2020 Pop in Nonfamily HHs w/Income Abv Poverty Lvl (ACS 5-Yr)	19,154
2020 HHrs in Nonfamily HHs w/Income Abv Poverty Lvl (ACS 5-Yr)	15,959
2020 HHrs Living Alone in Nonfamily HHs w/Income Abv Poverty Lvl (ACS 5-Yr)	13,583
2020 HHrs Not Living Alone in Nonfamily HHs w/Income Abv Poverty Lvl (ACS 5-Yr)	2,376
2020 Pop in Nonfamily HHs w/Other Living Arr w/Income Abv Poverty Lvl (ACS 5-Yr)	3,195
2020 Households Below the Poverty Level (ACS 5-Yr)	13,920
2020 Married Couple Families below Poverty Level (ACS 5-Yr)	990
2020 Other Families w/Male HHr below Poverty Level (ACS 5-Yr)	691
2020 Other Families w/Female HHr below Poverty Level (ACS 5-Yr)	4,288
2020 Nonfamilies w/Male HHr below Poverty Level (ACS 5-Yr)	3,522
2020 Nonfamilies w/Female HHr below Poverty Level (ACS 5-Yr)	4,429
2020 Households at or Above the Poverty Level (ACS 5-Yr)	34,850
2020 Married Couple Families at/Above Poverty Level (ACS 5-Yr)	9,459
2020 Other Families w/Male HHr at/Above Poverty Level (ACS 5-Yr)	1,983
2020 Other Families w/Female HHr at/Above Poverty Level (ACS 5-Yr)	7,443
2020 Nonfamilies w/Male HHr at/Above Poverty Level (ACS 5-Yr)	7,940
2020 Nonfamilies w/Female HHr at/Above Poverty Level (ACS 5-Yr)	8,025

Source: ACS, AGS, Esri, Esri-Data Axle, U.S. Census

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HOUSING

2016-2020 Home Value (ACS)	
2020 Home Value less than \$10,000 (ACS 5-Yr)	396
2020 Home Value \$10,000-\$14,999 (ACS 5-Yr)	898
2020 Home Value \$15,000-\$19,999 (ACS 5-Yr)	763
2020 Home Value \$20,000-\$24,999 (ACS 5-Yr)	1,123
2020 Home Value \$25,000-\$29,999 (ACS 5-Yr)	897
2020 Home Value \$30,000-\$34,999 (ACS 5-Yr)	1,241
2020 Home Value \$35,000-\$39,999 (ACS 5-Yr)	1,147
2020 Home Value \$40,000-\$49,999 (ACS 5-Yr)	2,494
2020 Home Value \$50,000-\$59,999 (ACS 5-Yr)	2,078
2020 Home Value \$60,000-\$69,999 (ACS 5-Yr)	1,757
2020 Home Value \$70,000-\$79,999 (ACS 5-Yr)	1,250
2020 Home Value \$80,000-\$89,999 (ACS 5-Yr)	1,188
2020 Home Value \$90,000-\$99,999 (ACS 5-Yr)	787
2020 Home Value \$100,000-\$124,999 (ACS 5-Yr)	1,546
2020 Home Value \$125,000-\$149,999 (ACS 5-Yr)	916
2020 Home Value \$150,000-\$174,999 (ACS 5-Yr)	1,100
2020 Home Value \$175,000-\$199,999 (ACS 5-Yr)	680
2020 Home Value \$200,000-\$249,999 (ACS 5-Yr)	405
2020 Home Value \$250,000-\$299,999 (ACS 5-Yr)	224
2020 Home Value \$300,000-\$399,999 (ACS 5-Yr)	376
2020 Home Value \$400,000-\$499,999 (ACS 5-Yr)	87
2020 Home Value \$500,000-\$749,999 (ACS 5-Yr)	318
2020 Home Value \$750,000-\$999,999 (ACS 5-Yr)	21
2020 Home Value \$1,000,000-\$1,499,999 (ACS 5-Yr)	0
2020 Home Value \$1,500,000-\$1,999,999 (ACS 5-Yr)	0
2020 Home Value \$2,000,000 or greater (ACS 5-Yr)	47
2020 Median Home Value (ACS 5-Yr)	\$59,194
2020 Average Home Value (ACS 5-Yr)	N/A
2020 Aggregate Value of Owner Households (ACS 5-Yr)	N/A
2016-2020 Housing Units in Structure (ACS)	
2020 Housing: 1 Detached Unit in Structure (ACS 5-Yr)	42,137
2020 Housing: 1 Attached Unit in Structure (ACS 5-Yr)	2,103
2020 Housing: 2 Units in Structure (ACS 5-Yr)	2,821
2020 Housing: 3 or 4 Units in Structure (ACS 5-Yr)	2,788
2020 Housing: 5 to 9 Units in Structure (ACS 5-Yr)	3,860
2020 Housing: 10 to 19 Units in Structure (ACS 5-Yr)	2,289
2020 Housing: 20 to 49 Units in Structure (ACS 5-Yr)	1,910
2020 Housing: 50 or More Units in Structure (ACS 5-Yr)	3,243
2020 Housing: Mobile Homes (ACS 5-Yr)	690
2020 Housing: Boat/RV/Van/etc. (ACS 5-Yr)	4
2016-2020 Year Structure Built (ACS)	
2020 Housing Units Built in 2014 or Later (ACS 5-Yr)	1,381
2020 Housing Units Built in 2010-2013 (ACS 5-Yr)	595
2020 Housing Units Built in 2000-2009 (ACS 5-Yr)	2,267
2020 Housing Units Built in 1990-1999 (ACS 5-Yr)	2,733
2020 Housing Units Built in 1980-1989 (ACS 5-Yr)	2,920
2020 Housing Units Built in 1970-1979 (ACS 5-Yr)	5,218
2020 Housing Units Built in 1960-1969 (ACS 5-Yr)	6,785
2020 Housing Units Built in 1950-1959 (ACS 5-Yr)	9,631
2020 Housing Units Built in 1940-1949 (ACS 5-Yr)	6,736
2020 Housing Units Built in 1939 or Earlier (ACS 5-Yr)	23,579
2020 Median Year Structure Built (Total Housing Units) (ACS 5-Yr)	1951

Source: ACS, AGS, Esri, Esri-Data Axle, U.S. Census



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2016-2020 Vacant Housing Units (ACS)	
2020 Total Vacant HUs (ACS 5-Yr)	13,028
2020 Vacant HUs: For Rent (ACS 5-Yr)	2,054
2020 Vacant HUs: Rented, Not Occupied (ACS 5-Yr)	274
2020 Vacant HUs: For Sale Only (ACS 5-Yr)	568
2020 Vacant HUs: Sold, Not Occupied (ACS 5-Yr)	453
2020 Vacant HUs: For Seasonal, Recreational, or Occasional Use (ACS 5-Yr)	86
2020 Vacant HUs: For Migrant Workers (ACS 5-Yr)	0
2020 Vacant HUs: Other Vacant (ACS 5-Yr)	9,594

EMPLOYMENT

2016-2020 Labor Force by Industry (ACS)	
2020 Employed Civilian Population Age 16+ (ACS 5-Yr)	50,182
2020 Industry: Agriculture/Fishing/Hunting (ACS 5-Yr)	268
2020 Industry: Mining/Oil & Gas Extraction (ACS 5-Yr)	37
2020 Industry: Construction (ACS 5-Yr)	4,284
2020 Industry: Manufacturing (ACS 5-Yr)	5,056
2020 Industry: Wholesale Trade (ACS 5-Yr)	725
2020 Industry: Retail Trade (ACS 5-Yr)	4,986
2020 Industry: Transportation/Warehousing (ACS 5-Yr)	3,787
2020 Industry: Utilities (ACS 5-Yr)	98
2020 Industry: Information (ACS 5-Yr)	724
2020 Industry: Finance/Insurance (ACS 5-Yr)	1,602
2020 Industry: Real Estate/Rental/Leasing (ACS 5-Yr)	787
2020 Industry: Professional/Scientific/Technical Services (ACS 5-Yr)	1,685
2020 Industry: Management of Companies and Enterprises (ACS 5-Yr)	49
2020 Industry: Administrative/Support/Waste Management Services (ACS 5-Yr)	3,541
2020 Industry: Educational Services (ACS 5-Yr)	2,734
2020 Industry: Health Care/Social Assistance (ACS 5-Yr)	8,586
2020 Industry: Arts/Entertainment/Recreation (ACS 5-Yr)	1,082
2020 Industry: Accommodation/Food Services (ACS 5-Yr)	5,552
2020 Industry: Other Services (excluding Public Administration) (ACS 5-Yr)	2,432
2020 Industry: Public Administration (ACS 5-Yr)	2,166
2016-2020 Class of Worker (ACS)	
2020 Civilian Employed Population Age 16+ (ACS 5-Yr)	50,182
2020 Civilian Employed Male Population Age 16+ (ACS 5-Yr)	23,858
2020 Civilian Male 16+: Private Not-For-Profit Worker (ACS 5-Yr)	1,580
2020 Civilian Male 16+: Private For-Profit Co Employee (ACS 5-Yr)	18,175
2020 Civilian Male 16+: Private For-Profit Self-Emp Inc Bus (ACS 5-Yr)	457
2020 Civilian Male 16+: Local Government Worker (ACS 5-Yr)	707
2020 Civilian Male 16+: State Government Worker (ACS 5-Yr)	461
2020 Civilian Male 16+: Federal Government Worker (ACS 5-Yr)	714
2020 Civilian Male 16+: Self-Employed/Not Inc Business (ACS 5-Yr)	1,721
2020 Civilian Male 16+: Unpaid Family Worker (ACS 5-Yr)	43
2020 Civilian Employed Female Population Age 16+ (ACS 5-Yr)	26,325
2020 Civilian Female 16+: Private For-Profit Co Employee (ACS 5-Yr)	19,068
2020 Civilian Female 16+: Private For-Profit Self-Emp Inc Bus (ACS 5-Yr)	145
2020 Civilian Female 16+: Private Not-For-Profit Worker (ACS 5-Yr)	2,997
2020 Civilian Female 16+: Local Government Worker (ACS 5-Yr)	1,200
2020 Civilian Female 16+: State Government Worker (ACS 5-Yr)	810
2020 Civilian Female 16+: Federal Government Worker (ACS 5-Yr)	1,288
2020 Civilian Female 16+: Self-Employed/Not Inc Business (ACS 5-Yr)	791
2020 Civilian Female 16+: Unpaid Family Worker (ACS 5-Yr)	26

Source: ACS, AGS, Esri, Esri-Data Axle, U.S. Census

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2022 Business Summary by NAICS	
2022 Total (NAICS11-99) Businesses	2,841
2022 Agric/Forestry/Fish/Hunting (NAICS11) Businesses (%)	0%
2022 Mining (NAICS21) Businesses (%)	0%
2022 Utilities (NAICS22) Businesses (%)	0%
2022 Construction (NAICS23) Businesses (%)	7%
2022 Manufacturing (NAICS31-33) Businesses (%)	5%
2022 Wholesale Trade (NAICS42) Businesses (%)	5%
2022 Retail Trade (NAICS44-45) Businesses (%)	15%
2022 Motor Vehicle/Parts Dealers (NAICS441) Businesses (%)	3%
2022 Furniture/Home Furnishings (NAICS442) Businesses (%)	0%
2022 Electronics/Appliances (NAICS443) Businesses (%)	0%
2022 Bldg Material/Garden Equip&Suppl (NAICS444) Businesses (%)	1%
2022 Food & Beverage Stores (NAICS445) Businesses (%)	3%
2022 Health/Personal Care (NAICS446) Businesses (%)	1%
2022 Gas Stations (NAICS447) Businesses (%)	1%
2022 Clothing/Accessories (NAICS448) Businesses (%)	1%
2022 Sports/Hobby/Book/Music (NAICS451) Businesses (%)	0%
2022 General Merchandise Stores (NAICS452) Businesses (%)	1%
2022 Misc Store Retailers (NAICS453) Businesses (%)	1%
2022 Nonstore Retailers (NAICS454) Businesses (%)	1%
2022 Transportation/Warehouse (NAICS48-49) Businesses (%)	3%
2022 Information (NAICS51) Businesses (%)	2%
2022 Finance & Insurance (NAICS52) Businesses (%)	3%
2022 Central Bank/Crdt Intermediatn(NAICS521-522) Businesses (%)	2%
2022 Securities/Commodity Contracts (NAICS523) Businesses (%)	0%
2022 Insur/Funds/Trusts/Other (NAICS524-525) Businesses (%)	1%
2022 Real Estate/Rental/Leasing (NAICS53) Businesses (%)	6%
2022 Prof/Scientific/Tech Srv (NAICS54) Businesses (%)	5%
2022 Legal Services (NAICS5411) Businesses (%)	1%
2022 Mgmt of Companies/Enterprises (NAICS55) Businesses (%)	0%
2022 Admin/Support/Waste Mgmt&Remediatn (NAICS56) Businesses (%)	3%
2022 Educational Services (NAICS61) Businesses (%)	4%
2022 Health Care/Social Assistance (NAICS62) Businesses (%)	9%
2022 Arts/Entertainment/Recreation (NAICS71) Businesses (%)	2%
2022 Accommodation/Food Services (NAICS72) Businesses (%)	5%
2022 Accommodation (NAICS721) Businesses (%)	0%
2022 Food Srv & Drinking Places (NAICS722) Businesses (%)	5%
2022 Other Srv excl Public Admin (NAICS81) Businesses (%)	20%
2022 Automotive Repair & Maint (NAICS8111) Businesses (%)	3%
2022 Public Administration (NAICS92) Businesses (%)	1%
2022 Unclassified Establishments (NAICS99) Businesses (%)	6%
2022 Total (NAICS11-99) Employees	52,343
2022 Agric/Forestry/Fish/Hunting (NAICS11) Employees (%)	0%
2022 Mining (NAICS21) Employees (%)	0%
2022 Utilities (NAICS22) Employees (%)	3%
2022 Construction (NAICS23) Employees (%)	4%
2022 Manufacturing (NAICS31-33) Employees (%)	8%
2022 Wholesale Trade (NAICS42) Employees (%)	5%
2022 Retail Trade (NAICS44-45) Employees (%)	8%
2022 Motor Vehicle/Parts Dealers (NAICS441) Employees (%)	2%
2022 Furniture/Home Furnishings (NAICS442) Employees (%)	1%
2022 Electronics/Appliances (NAICS443) Employees (%)	0%
2022 Bldg Material/Garden Equip&Suppl (NAICS444) Employees (%)	1%
2022 Food & Beverage Stores (NAICS445) Employees (%)	1%
2022 Health/Personal Care (NAICS446) Employees (%)	1%

Source: ACS, AGS, Esri, Esri-Data Axle, U.S. Census



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2022 Gas Stations (NAICS447) Employees (%)	0%
2022 Clothing/Accessories (NAICS448) Employees (%)	0%
2022 Sports/Hobby/Book/Music (NAICS451) Employees (%)	0%
2022 General Merchandise Stores (NAICS452) Employees (%)	1%
2022 Misc Store Retailers (NAICS453) Employees (%)	0%
2022 Nonstore Retailers (NAICS454) Employees (%)	0%
2022 Transportation/Warehouse (NAICS48-49) Employees (%)	13%
2022 Information (NAICS51) Employees (%)	2%
2022 Finance & Insurance (NAICS52) Employees (%)	1%
2022 Central Bank/Crdt Intermediatn(NAICS521-522) Employees (%)	1%
2022 Securities/Commodity Contracts (NAICS523) Employees (%)	0%
2022 Insur/Funds/Trusts/Other (NAICS524-525) Employees (%)	0%
2022 Real Estate/Rental/Leasing (NAICS53) Employees (%)	2%
2022 Prof/Scientific/Tech Srv (NAICS54) Employees (%)	4%
2022 Legal Services (NAICS5411) Employees (%)	0%
2022 Mgmt of Companies/Enterprises (NAICS55) Employees (%)	0%
2022 Admin/Support/Waste Mgmt&Remediattn (NAICS56) Employees (%)	2%
2022 Educational Services (NAICS61) Employees (%)	8%
2022 Health Care/Social Assistance (NAICS62) Employees (%)	20%
2022 Arts/Entertainment/Recreation (NAICS71) Employees (%)	2%
2022 Accommodation/Food Services (NAICS72) Employees (%)	3%
2022 Accommodation (NAICS721) Employees (%)	0%
2022 Food Srv & Drinking Places (NAICS722) Employees (%)	3%
2022 Other Srv excl Public Admin (NAICS81) Employees (%)	8%
2022 Automotive Repair & Maint (NAICS8111) Employees (%)	1%
2022 Public Administration (NAICS92) Employees (%)	4%
2022 Unclassified Establishments (NAICS99) Employees (%)	1%
2022 Total (NAICS11-99) Sales (\$000)	\$10,303,219
2022 Agric/Forestry/Fish/Hunting (NAICS11) Sales (\$000) (%)	1%
2022 Mining (NAICS21) Sales (\$000) (%)	0%
2022 Utilities (NAICS22) Sales (\$000) (%)	8%
2022 Construction (NAICS23) Sales (\$000) (%)	4%
2022 Manufacturing (NAICS31-33) Sales (\$000) (%)	13%
2022 Wholesale Trade (NAICS42) Sales (\$000) (%)	32%
2022 Retail Trade (NAICS44-45) Sales (\$000) (%)	10%
2022 Motor Vehicle/Parts Dealers (NAICS441) Sales (\$000) (%)	2%
2022 Furniture/Home Furnishings (NAICS442) Sales (\$000) (%)	1%
2022 Electronics/Appliances (NAICS443) Sales (\$000) (%)	0%
2022 Bldg Material/Garden Equip&Suppl (NAICS444) Sales (\$000) (%)	1%
2022 Food & Beverage Stores (NAICS445) Sales (\$000) (%)	1%
2022 Health/Personal Care (NAICS446) Sales (\$000) (%)	1%
2022 Gas Stations (NAICS447) Sales (\$000) (%)	2%
2022 Clothing/Accessories (NAICS448) Sales (\$000) (%)	0%
2022 Sports/Hobby/Book/Music (NAICS451) Sales (\$000) (%)	0%
2022 General Merchandise Stores (NAICS452) Sales (\$000) (%)	0%
2022 Misc Store Retailers (NAICS453) Sales (\$000) (%)	0%
2022 Nonstore Retailers (NAICS454) Sales (\$000) (%)	0%
2022 Transportation/Warehouse (NAICS48-49) Sales (\$000) (%)	14%
2022 Information (NAICS51) Sales (\$000) (%)	4%
2022 Finance & Insurance (NAICS52) Sales (\$000) (%)	1%
2022 Central Bank/Crdt Intermediatn(NAICS521-522) Sales (\$000) (%)	1%
2022 Securities/Commodity Contracts (NAICS523) Sales (\$000) (%)	0%
2022 Insur/Funds/Trusts/Other (NAICS524-525) Sales (\$000) (%)	0%
2022 Real Estate/Rental/Leasing (NAICS53) Sales (\$000) (%)	1%
2022 Prof/Scientific/Tech Srv (NAICS54) Sales (\$000) (%)	1%
2022 Legal Services (NAICS5411) Sales (\$000) (%)	0%

Source: ACS, AGS, Esri, Esri-Data Axle, U.S. Census



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2022 Mgmt of Companies/Enterprises (NAICS55) Sales (\$000) (%)	0%
2022 Admin/Support/Waste Mgmt&Remediatn (NAICS56) Sales (\$000) (%)	1%
2022 Educational Services (NAICS61) Sales (\$000) (%)	0%
2022 Health Care/Social Assistance (NAICS62) Sales (\$000) (%)	7%
2022 Arts/Entertainment/Recreation (NAICS71) Sales (\$000) (%)	0%
2022 Accommodation/Food Services (NAICS72) Sales (\$000) (%)	1%
2022 Accommodation (NAICS721) Sales (\$000) (%)	0%
2022 Food Srv & Drinking Places (NAICS722) Sales (\$000) (%)	1%
2022 Other Srv excl Public Admin (NAICS81) Sales (\$000) (%)	2%
2022 Automotive Repair & Maint (NAICS8111) Sales (\$000) (%)	1%
2022 Public Administration (NAICS92) Sales (\$000) (%)	0%
2022 Unclassified Establishments (NAICS99) Sales (\$000) (%)	0%

CRIME

2022 Crime Indexes (AGS)	
2022 Total Crime Index (AGS)	288
2022 Personal Crime Index (AGS)	683
2022 Murder Index (AGS)	1,188
2022 Rape Index (AGS)	204
2022 Robbery Index (AGS)	647
2022 Assault Index (AGS)	761
2022 Property Crime Index (AGS)	221
2022 Burglary Index (AGS)	313
2022 Larceny Index (AGS)	158
2022 Motor Vehicle Theft Index (AGS)	515

KEY FACTS (ESRI)

2027 Key Demographic Indicators (Esri)	
2022-2027 Population: Compound Annual Growth Rate (Esri)	0.24%
2022 Median Home Value (Esri)	\$68,500
2022 Per Capita Income (Esri)	\$19,224
2022 Median Age (Esri)	34.7
2022 Total Housing Units (Esri)	59,005
2022 Renter Occupied Housing Units (Esri)	26,530



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2010 Population (U.S. Census)	
2010 Total Population (U.S. Census)	121,791
2010 Population Density (Pop per Square Mile) (U.S. Census)	2,715.8
2010 Male Population (U.S. Census)	57,937
2010 Female Population (U.S. Census)	63,854
2010 Household Population (U.S. Census)	119,226
2010 Family Population (U.S. Census)	91,575
2010 Average Household Size (U.S. Census)	
2010 Family Households by Size Base (U.S. Census)	27,501
2010 Average Household Size (U.S. Census)	2.57
2010 Average Size of Owner Occupied Housing Units (U.S. Census)	2.58
2010 Average Size of Renter Occupied Housing Units (U.S. Census)	2.56
2010 Average Family Size (U.S. Census)	3.33
2010 Average Nonfamily Size (U.S. Census)	1.22
2010 Average Size of HHs w/White Householder (U.S. Census)	2.48
2010 Average Size of HHs w/Black/African American Householder (U.S. Census)	2.44
2010 Average Size of HHs w/Amer Indian/Alaska Native HHr (U.S. Census)	2.68
2010 Average Size of HHs w/Asian Householder (U.S. Census)	3.29
2010 Average Size of HHs w/Pacific Islander Householder (U.S. Census)	3.55
2010 Average Size of HHs w/Other Race Householder (U.S. Census)	4.01
2010 Average Size of HHs w/Multiple Races Householder (U.S. Census)	2.84
2010 Average Size of HHs w/Hispanic Householder (U.S. Census)	3.82
2010 Housing (U.S. Census)	
2010 Population in Owner Occupied Housing Units (U.S. Census)	54,323
2010 Population in Renter Occupied Housing Units (U.S. Census)	64,903
2010 Population in Occupied Housing units Owned w/Mortgage/Loan (U.S. Census)	34,014
2010 Population in Occupied Housing Units Owned Free and Clear (U.S. Census)	20,309
2010 Total Housing Units (U.S. Census)	59,778
2010 Housing Units Inside Urbanized Areas (U.S. Census)	59,618
2010 Housing Units Inside Urban Clusters (U.S. Census)	0
2010 Rural Housing Units (U.S. Census)	160
2010 Owner Occ Housing Units w/Mortgage/loan (U.S. Census)	12,405
2010 Owner Occupied Housing Units Owned Free and Clear (U.S. Census)	8,643
2010 Renter Occupied Housing Units (U.S. Census)	25,318
2010 Owner Occupied Housing Units (U.S. Census)	21,048
2010 Urban/Rural Housing Unit Base (U.S. Census)	59,778
2010 Urban Housing Units (U.S. Census)	59,618
2010 Vacant Housing Units (U.S. Census)	
2010 Vacant Housing Units (U.S. Census)	13,411
2010 Vacant Housing Units: For Rent (U.S. Census)	5,518
2010 Vacant Housing Units: Rented - Not Occupied (U.S. Census)	153
2010 Vacant Housing Units: For Sale Only (U.S. Census)	1,242
2010 Vacant Housing Units: Sold - Not Occupied (U.S. Census)	341
2010 Vacant Housing Units: Seasonal/Recreational/Occasional Use (U.S. Census)	77
2010 Vacant Housing Units: For Migrant Workers (U.S. Census)	2
2010 Vacant Housing Units: Other Vacant (U.S. Census)	6,054
2010 Vacant Housing Units by Vacancy Status Base (U.S. Census)	13,387

Source: ACS, AGS, Esri, Esri-Data Axle, U.S. Census



Area Profile

Long Range Planning & Preservation
City of Kansas City, MO
Subject Area: East Side URA (see attached maps)

Prepared For: Dan Moye
Director of Land Development
Economic Development Corporation of KC

2000 Data in 2020 Geography (U.S. Census)	
2000 Group Quarters Population (U.S. Census)	2,918
2000 Total Households (U.S. Census)	53,465
2000 Total Family Households (U.S. Census)	33,565
2000 Average Household Size (U.S. Census)	2.61
2000 Total Housing Units (U.S. Census)	61,942
2000 Total Population (U.S. Census)	142,382
2000 Owner Occupied Housing Units (U.S. Census)	27,832
2000 Renter Occupied Housing Units (U.S. Census)	25,633
2000 Household Population (U.S. Census)	139,464
2000 Family Population (U.S. Census)	110,659
2000 Vacant Housing Units (U.S. Census)	8,477

the City of Kansas City, Mo., makes every effort to maintain and distribute accurate information, no warranties and/or representations of any kind are made regarding information, data or services provided. As provided by Section 82.1035, Revised Statutes of Missouri, the City of Kansas City, Mo., shall not be liable for any damages which may arise from any error which may exist in the information or the geographical information system. Users of this data shall hold the City of Kansas City, Mo., harmless in all matters and accounts arising from the use and/or accuracy of this data.

Source: ACS, AGS, Esri, Esri-Data Axle, U.S. Census



Area Profile

Long Range Planning & Preservation
City of Kansas City, MO
Subject Area: KCMO

Prepared For: Dan Moye

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CRIME

2022 Crime Indexes (AGS)	
2022 Total Crime Index (AGS)	214
2022 Personal Crime Index (AGS)	376
2022 Murder Index (AGS)	523
2022 Rape Index (AGS)	193
2022 Robbery Index (AGS)	351
2022 Assault Index (AGS)	412
2022 Property Crime Index (AGS)	187
2022 Burglary Index (AGS)	199
2022 Larceny Index (AGS)	159
2022 Motor Vehicle Theft Index (AGS)	362

RESOLUTION NO. 3-02-08

RESOLUTION ADOPTING A STANDARDIZED RELOCATION POLICY

WHEREAS, the Land Clearance for Redevelopment Authority of Kansas City, Missouri (the “Authority”) has the power to prepare plans and provide reasonable assistance for the relocation of families displaced from a land clearance project area or an urban renewal project area, to the extent essential for acquiring possession of and clearing or renewing the area or parts thereof;

WHEREAS, on March 25, 1987, by Resolution 87-25, the Authority adopted a standardized relocation policy to be included henceforth in all urban renewal plans; and

WHEREAS, the Authority desires to update the standardized relocation policy.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Land Clearance for Redevelopment Authority of Kansas City, Missouri, as follows:

1. Henceforth, all urban renewal plans approved by the Authority shall contain the following provisions:

Relocation Plan.

(a) Definitions. The following terms, whenever used or referred to herein, shall have the following meanings:

- (i) Business. “Business” shall mean any lawful activity that is conducted:
 - a. Primarily for the purchase, sale or use of personal or real property or for the manufacture, processing or marketing of products or commodities;
 - b. Primarily for the sale of services to the public; or
 - c. On a not-for-profit basis by any organization that has obtained an exemption from the payment of federal income taxes as provided in Section 501(c)(3) of Title 26, U.S.C., as amended, and veterans organizations.

(ii) Decent, safe and sanitary dwelling. “Decent, safe and sanitary dwelling” shall mean a dwelling which meets applicable housing and occupancy codes. The dwelling shall:

- a. Be structurally sound, weather tight and in good repair;
- b. Contain a safe electrical wiring system;

- c. Contain an adequate heating system;
- d. Be adequate in size with respect to the number of rooms needed to accommodate the displaced occupant; and
- e. For a handicapped occupant, be free of any barriers which would preclude reasonable ingress, egress or use of the dwelling;

(iii) Designated Occupants. “Designated occupants” shall mean handicapped displaced occupants and those displaced occupants who are 65 years of age or older at the time of the notice to vacate or who have an income less than the average median income for the metropolitan area as certified annually by the Director of City Development based upon the standards established by the Department of Housing and Community Development.

(iv) Displaced business. “Displaced business” shall mean any business that moves from real property within the development area as a result of the acquisition of such property, as a result of written notice to vacate such property, or in connection with the demolition, alteration or repair of said property, by any person who subsequently seeks tax abatement pursuant to R.S.Mo. § 99.700, et seq., as amended.

(v) Displaced occupant. “Displaced occupant” shall mean any occupant who moves from real property within the development area as a result of the acquisition of such property, as a result of written notice to vacate such property, or in connection with the demolition, alteration or repair of said property, by any person who subsequently seeks tax abatement pursuant to R.S.Mo. § 99.700, et seq., as amended.

(vi) Handicapped occupant. “Handicapped occupant” shall mean any occupant who is deaf, legally blind, or orthopedically disabled to the extent that acquisition of other residence presents a greater burden than other occupants would encounter or that modification to the residence would be necessary.

(vii) Occupant. “Occupant” shall mean a residential occupant of a building having lawful possession thereof, and further shall include any individual in lawful possession, whether related by blood or marriage to any other occupant.

(viii) Person. “Person” shall mean any individual, firm, partnership, joint adventure, association, corporation and any life insurance company, organized under the laws of, or admitted to do business in the State of Missouri, undertaking a redevelopment project in an urban renewal area, whether organized for profit or not, estate, trust, business trust, receiver or trustee appointed by any state or federal court, syndicate, or any other group or combination acting as a

unit, and shall include the male as well as the female gender and the plural as well as the singular member.

(b) Plan Requirement. Every person approved by the Authority as a developer of property in furtherance of an urban renewal plan shall submit to the Authority a relocation plan as part of the developer's redevelopment plan.

(c) Contents of Plan. The relocation plan shall provide for the following:

(i) Payments to all displaced occupants and displaced businesses who occupied the property to be acquired for not less than ninety (90) days prior to the initiation of negotiations who are required to vacate the premises by the developer, its assigns or any person seeking tax abatement pursuant to R.S.Mo. § 99.700, et seq, as amended; and

(ii) A program for identifying needs of displaced occupants and displaced businesses with special consideration given to income, age, size of family, nature of business, availability of suitable replacement facilities, and vacancy rates of affordable facilities; and

(iii) A program for referrals of displaced occupants and displaced businesses with provisions for a minimum of three (3) decent, safe and sanitary dwelling referrals for residential occupants or suitable referral sites for displaced businesses, a minimum of ninety (90) days notice of referral sites for all displaced occupants and displaced businesses prior to the date such displaced occupant or displaced business is required to vacate the premises; and arrangements for transportation to inspect referral sites to be provided to displaced businesses and displaced occupants, including designated occupants.

(iv) A program for providing proper and timely notice to all displaced occupants and displaced businesses, including a general description of their potential rights and benefits if they are displaced, their eligibility for relocation assistance, and the nature of that assistance. The notices required for compliance with this section are as follows:

- a. A general information notice that shall be issued at the approval and selection of a designated redeveloper and shall inform residential and nonresidential owners and occupants of a potential project, including the potential acquisition of the property;
- b. A notice of relocation eligibility that shall be issued as soon as feasible after the execution of the redevelopment agreement and shall inform residential and nonresidential occupants within the project area who will be displaced of their relocation

assistance and nature of that assistance, including ninety (90) days advance notice of the date the occupants must vacate..

(d) Payments to Occupants. All displaced occupants eligible for payments under subsection (c)(i) hereof shall be provided with relocation payments based upon one of the following, at the option of the occupant:

(i) A \$1,000.00 fixed moving expense payment to be paid at least thirty (30) days prior to the date the occupant is required to vacate the premises; or

(ii) Actual reasonable costs of relocation including, but not limited to, actual moving costs, utility deposits, key deposits, storage of personal property up to one month, utility transfer and connection fees, and other initial rehousing deposits including first and last month's rent and security deposit. Such costs of relocation shall not include the cost of a replacement property or any capital improvements thereto.

(e) Displaced Handicapped Occupant Allowance. In addition to the payments provided in subsection (d) hereof, an additional relocation payment shall be provided to displaced handicapped occupants which shall equal the amount, if any, necessary to adapt a replacement dwelling to substantially conform with the accessibility and use-ability of such occupant's prior residence, such amount not to exceed Four Hundred Dollars (\$400.00).

(f) Payment to Businesses. All displaced businesses eligible for payments under subsection (c)(i) hereof shall be provided with relocation payments based upon the following, at the option of the business:

(i) A \$3,000.00 fixed moving expense payment to be paid at least thirty (30) days prior to the date the business is required to vacate the premises, and up to an additional \$10,000.00 for reestablishment expenses. Reestablishment expenses are limited to actual costs incurred for physical improvements to the replacement property to accommodate the particular business at issue; or

(ii) Actual costs of moving, including costs for packing, crating, disconnection, dismantling, reassembling and installing all personal equipment and costs for relettering similar signs and similar replacement stationery, and up to an additional \$10,000.00 for reestablishment expenses. Reestablishment expenses are limited to actual costs incurred for physical improvements to the replacement property to accommodate the particular business at issue.

(g) Advance Relocation Payment. If a displaced occupant or displaced business demonstrates the need for an advance relocation payment, in order to avoid or reduce a hardship, the developer or Authority shall issue the payment subject to such safeguards as are appropriate to ensure that the objective of the payment is accomplished.

Payment for a satisfactory claim shall be made within thirty (30) days following receipt of sufficient documentation to support the claim. All claims for relocation payment shall be filed with the displacing agency within six months after:

(i) For tenants, the date of displacement;

(ii) For owners, the date of displacement or the final payment for the acquisition of the real property, whichever is later.

(h) Waiver of Payments. Any occupant who is also the owner of premises and any business may waive their relocation payments set out above as part of the negotiations for acquisition of the interest held by said occupant or business. Said waiver shall be in writing and filed with the Authority. Any waiver of relocation payments shall not include a waiver of any notice provisions of this relocation policy or of Section 523.205, RSMo, and a displaced occupant or displaced business shall remain entitled to all of the provisions regarding programs which are contained in subsections (ii) and (iv) of section (c) of this relocation policy.

(i) Notice of Relocation Benefits. All occupants and businesses eligible for relocation benefits hereunder shall be notified in writing of the availability of such relocation payments and assistance, such notice to be given concurrent with the notice of referral sites required by subsection (c)iii hereof.

(j) Persons Bound by the Plan. Any developer, its assigns or transferees, is required to comply with the provisions hereof and shall certify such compliance to the Executive Director of the Authority. Such certification shall include, among other things, the addresses of all occupied residential buildings and structures within the redevelopment plan area and the names and addresses of occupants and businesses displaced by the developer and specific relocation benefits provided to each occupant and business, as well as a sample notice provided each occupant and business. No person shall be entitled to the tax abatement provisions of R.S.Mo. § 99.700, et seq., as amended, if said person has failed to comply with the relocation benefits provided herein.

(k) Minimum requirements. The requirements set out herein shall be considered minimum standards. In reviewing any proposed redevelopment plan, the Authority shall determine the adequacy of the proposal and may require additional elements to be provided therein.

(l) Assistance Prohibited. Relocation assistance shall not be provided to any occupant who purposely resides or any business that is purposely located in a redevelopment area solely for the purpose of obtaining relocation benefits.

2. Prior resolutions of the Authority adopting the provisions of the Uniform Relocation Assistance and Real Properties Acquisition Policy Act of 1970, 42 U.S.C. § 4621, et seq., as amended, and its implementing regulations, shall henceforth be applicable only to federally-assisted projects in which the Authority acquires real property by exercising its power

of eminent domain or to projects acquired for the same public use through the same procedures and which are being purchased solely through expenditure of state or local funds.

3. This Resolution shall take effect immediately.

ADOPTED this 26th day of March, 2008.

/s/
R. Michael Duffy, Chairman

ATTEST:

/s/
Joseph F. Egan, Secretary

**THE WORKABLE PROGRAM
OF
LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI**

RECITALS

- A. Land Clearance for Redevelopment Authority of Kansas City, Missouri (the “Authority”) is a public body corporate and politic created by the Land Clearance for Redevelopment Authority Law, RSMo, 99.300, *et seq.* (“LCRA Law”), and is transacting business and exercising the powers granted by the LCRA Law by virtue of Committee Substitute for Ordinance No. 16120, passed by the City Council of Kansas City, Missouri (“City Council”) on November 21, 1952.
- B. The LCRA Law, Section 99.420 (5), authorizes the Authority to prepare a Workable Program.
- C. Workable Program is defined in LCRA Law, Section 99.320 (23), as:

“An official plan of action, as it exists from time to time, for effectively dealing with the problem in insanitary, blighted, deteriorated or deteriorating areas within the community and for the establishment and preservation of a well-planned community with well-organized residential neighborhoods of decent homes and suitable living environment for adequate family life, for utilizing appropriate private and public resources to eliminate and prevent the development or spread of insanitary, blighted, deteriorated or deteriorating areas, to encourage needed urban rehabilitation, to provide for the redevelopment of blighted, insanitary, deteriorated and deteriorating areas, or to undertake such of the aforesaid activities or other feasible community activities as may be suitably employed to achieve the objectives of such a program.”
- D. The Authority’s “area of operation” (as defined in the LCRA Law) is the City of Kansas City, Missouri (“City”).
- E. In carrying out its responsibilities under the LCRA Law the Authority has, from time-to-time, recommended that the City Council adopt, and the City Council has adopted, various urban renewal and/or redevelopment plans (together referred to as “Urban Renewal Plans”).
- F. The Authority expects to continue to recommend that the city adopt and/or amend Urban Renewal Plans necessary to the redevelopment of blighted and insanitary areas of the City.
- G. The LCRA Law, Section 99.320 (20) and (21), requires Urban Renewal Plans to “...be in compliance with a workable program.”
- H. The Authority has adopted this Workable Program, pursuant to which it intends to judge future Urban Renewal Plans and any proposed amendments to existing Urban Renewal Plans.

- I. The City, by Committee Substitute for Resolution No. 971268, adopted October 30, 1997, approved The Kansas City Missouri FOCUS Plan (“FOCUS”) to guide the development and growth of the City, including but not limited to the economic development of the City.
- J. The Authority has reviewed FOCUS and intends that this Workable Program, to the extent permitted by the LCRA Law, be consistent with FOCUS, and as the Authority implements this Workable Program, it intends to do so in a manner consistent with FOCUS.
- K. Capitalized terms used in this Workable Program shall have the meanings indicated. Other terms used shall have the meanings found in the LCRA Law.

THE WORKABLE PROGRAM

This Workable Program, as initially adopted and as amended from time to time by the Authority, shall include such components as are deemed necessary or desirable to achieve the purposes and goals of the Authority.

1.0 Impact of LCRA Benefits on development.

- 1.1 All urban renewal and redevelopment plans (together referred to as “Urban Renewal Plans”) shall provide that the Authority shall not grant to any person (“Applicant”) any of the benefits (“LCRA Benefits”) the Authority has the power to grant under the LCRA Law unless the Authority shall have first determined whether the project proposed by the Applicant (“Project”), for which the Applicant has applied to the Authority for LCRA Benefits, would be economically viable without the granting of the LCRA Benefits sought by the Applicant. (*Exhibit 1 – Financial Analysis Procedure, Multi-family Affordably Priced Housing*)
- 1.2 Before the Authority considers granting LCRA Benefits under an Urban Renewal Plan adopted pursuant to the LCRA Law, the Applicant shall first submit an application (“Application”) that shall include analysis of the Project as required by this Workable Program. The Urban Renewal Plans shall require that each Application include a Project budget and sufficient financial information to enable the Authority to determine whether the Project would not be economically viable without the granting of the LCRA Benefits sought by the Applicant. If the requested LCRA Benefit is tax abatement, the applicant will outline how the abatement will benefit the project and specify the term and level requested.
- 1.3 Applications shall include commitments from the private sector evidencing private financing for the Project, in the form of private lender commitments and/or commitments for private equity participation (“Private Commitments”). The applicant shall specifically describe the project financing gap, with and without LCRA Benefit. The Private Commitments shall be submitted as part of the Application in a form approved by the Authority and must include a complete development budget, including all funding sources. A development schedule shall be

provided prior to approval of tax abatement for incorporation in the Redevelopment Contract.

- 1.4 Except as otherwise provided in this Workable Program, LCRA Benefits shall be granted to the Applicant for a Project only to the extent the Authority deems the LCRA Benefits necessary in order to fill a Gap in Financing and to make the Project financially feasible. For the purpose of this Workable Program, a “Gap in Financing” shall exist to the extent that there is a difference between the total development cost of the Project and the amount of the Private Commitment secured by the Applicant. The Authority may, in its discretion, grant LCRA Benefits to eliminate all or part of the Gap in Financing.

To ascertain Gap in Financing, the LCRA or qualified third party, will utilize an accepted financial analysis (internal rate of return or other appropriate basis for project viability determination with and without LCRA Benefits). The LCRA may conduct an in-house financial analysis for projects with total development costs totaling \$2 million or less.

- 1.5 No financial analysis will be conducted for owner-occupied and investor-owned single family rehabilitation and in-fill single family construction projects and the Executive Director is authorized to approve and execute a Certificate of Tax Abatement for such projects, except, however, that investor-owned single-family home projects must also document that an amount equal to or greater than 50% of the **market** value of the property or \$10,000, whichever is greater, has been spent, that all code violations have been corrected, and that the property is registered as a rental property with the City.
- 1.6 The Authority will not consider an Application for LCRA Benefits if an Applicant has already commenced construction/rehabilitation of a Project at the time an Applicant submits its Application to the Authority and before obtaining the Authority’s approval, except that: (a) the Authority may consider an Application for LCRA Benefits after an Applicant has commenced mitigation measures (environmental control/structural stabilization or other similar site work) if such measures are necessary to avoid additional expense that would otherwise result from a delay in mitigation while the Authority's decision is pending; or (b) the Authority may consider an Application for LCRA Benefits after an Applicant has commenced construction/rehabilitation of a Project if the Applicant initially chose not to seek LCRA Benefits for the Project but discovered the existence of significant site conditions (environmental or other material defect) during the course of such work that would prevent the Applicant from completing the Project without LCRA Benefits due to increased costs. The Applicant shall provide to the Authority written justification or any such other related information requested by the Authority before the Authority will consider an Application under this Section. Should the Authority decide to consider such an Application, the Authority may reject or approve the Application in accordance with the LCRA Law, this Workable Program and the Workable Program Rules.

- 2.0 **Compliance with FOCUS.** The Authority shall review the Application and compare the proposed Project with FOCUS to determine whether the Project is consistent with the purposes and goals of FOCUS, and LCRA Benefits shall be granted only if the Authority finds the project to be consistent with the purposes and goals of FOCUS.
- 3.0 **Assuring the Realization of Public Benefits.**
- 3.1 Urban Renewal Plans, and redevelopment agreements (“Redevelopment Contracts”) entered into between the Authority and Applicants for Projects to be developed pursuant to an Urban Renewal Plan, shall require that during the life of any LCRA Benefits granted by the Authority to an Applicant, the Authority shall monitor the Project to assure that the City realizes the benefits to its tax and employment bases and physical improvements (“Public Benefits”) of the Project promised by the Applicant when the LCRA Benefits were granted.
- 3.2 Urban Renewal Plans and Redevelopment Contracts shall provide that in the event the city does not, in the opinion of the Authority, realize the Public Benefits, then the Applicant shall be obligated to pay to the authority a sum (“Liquidated Public Benefit”) equal to the value of the LCRA Benefits, which were realized by the recipient of those benefits.
- 3.3 Urban Renewal Plans and Redevelopment Contracts shall also provide that if the Applicant shall demonstrate to the satisfaction of the Authority that the Public Benefits have not been realized due to unforeseen economic events, then the Authority may waive repayment of some or all of the Liquidated Public Benefits.
- 3.4 Examples of unrealized Public Benefit may include, but are not limited to, re-blighting of property, reduction of market value initiated by owner developer, and change of use resulting in decreased value.
- 4.0 **Minority Business Enterprises/Women’s Business Enterprises.** Urban Renewal Plans and Redevelopment Contracts shall require Applicants to comply with ordinances of the City that relate to minority business enterprises and women’s business enterprises.
- 5.0 **Equal Employment Opportunity.** Urban Renewal Plan and Redevelopment Contracts shall require Applicants and their subcontractors to provide equal employment opportunity.
- 6.0 **Americans With Disabilities Act.** Urban Renewal Plans and Redevelopment Contracts shall require Applicants and their subcontractors to comply with the Americans with Disabilities Act.
- 7.0 **Rules.** The Board of Commissioners of the Authority may, from time to time, adopt and amend rules (“Workable Program Rules”) governing the implementation of this Workable Program.

**RULES FOR THE IMPLEMENTATION
OF
THE WORKABLE PROGRAM
OF
LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI**

RECITALS

- A. The Land Clearance for Redevelopment Authority of Kansas City, Missouri (“Authority”), by Resolution No. 10-10-00 adopted October 4, 2000, adopted a Workable Program as permitted by the Missouri Land Clearance for Redevelopment Law, RSMo, 99.300 through 99.660.
- B. Section 8.0 of the Workable Program authorized the Board of Commissioners of the Authority (“Board”) to adopt and promulgate rules to govern implementation of the Workable Program.
- C. These Rules have been adopted and promulgated by the Board pursuant to Section 7.0 of the Workable Program by Resolution No. 10-9-00 adopted October 4, 2000.
- D. Capitalized terms shall have the same meaning as they have in the Workable Program. Other terms shall have the same meaning as they have in the LCRA Law.

1. FOCUS Themes and Principles.

Each Application for LCRA Benefits that may be granted by the Authority shall be evaluated by the Authority to determine whether the proposed Project is consistent with the fourteen (14) major themes and statements of philosophy set forth in FOCUS, with special attention to whether the Project:

- Reaffirms and revitalizes the Urban Core
- Advances and encourages Suburban Development
- Strengthens neighborhoods
- Ensures environmental stewardship
- Develops jobs for the future
- Targets financial investments strategically

To ensure compliance with FOCUS, a copy of the Project Application will be forwarded to the City Planning and Development Department at least 30 days prior to LCRA hearing.

2. Historic Preservation.

- (a) Each Project shall be evaluated to determine whether that Project promotes the rehabilitation and preservation of historic residential, commercial and industrial structures.

- (b) Each Application shall show whether the Project is to be located within an area with existing public infrastructure or whether significant replacement or new public infrastructure will be required.
- (c) Each application shall state whether the success of the proposed Project can be enhanced by combining the LCRA Benefits with other public incentives, and if so, what benefits and from what public source.
- (d) Each Application shall state whether the proposed Project will include rehabilitation of Kansas City Registered Historic designated properties.

3. City Framework Plan.

Each Application shall show whether the proposed Project is located within one (or more) of the nine (9) Development Priority Zones identified in FOCUS.

4. Environmental Stewardship.

- (a) Each Application shall describe the environmental impacts of the proposed Project, including whether the proposed Project will include:
 - i. The remediation of brownfields or other environmentally contaminated sites
 - ii. The judicious use and wise management of energy and natural resources

5. Financial Analysis.

- (a) Each Application shall be reviewed within an analytical framework approved by the Board that permits the Board and the Authority staff to evaluate the return on the investment of the LCRA Benefits in the proposed Project. This framework may include an internal rate of return (IRR) calculation, or debt coverage ratio (DCR) or City fiscal model or other analysis acceptable to the Authority.
- (b) The proposed outlay of the LCRA Benefits shall be evaluated by the same standard that a reasonable person would apply to a personal or business investment, and LCRA Benefits shall be granted only if the Board concludes that such LCRA Benefits are reasonable and appropriate in light of the Public Benefits which the granting of the LCRA Benefits is intended to produce.
- (c) The performance of approved Projects shall be monitored by the Authority in accordance with the Workable Program to determine whether the Public Benefits that justified the grant of LCRA Benefits are being realized. The maintenance of tax abatement should be based on the completion of the proposed development and achievement of anticipated increased property value. Once the abatement term has commenced, any decrease in the market value of the development property as established by the County Assessor as a result of the owner/developer's action may be considered a factor by LCRA in determining whether the project has failed to achieve the Public Benefits approved by LCRA when the LCRA Benefits were granted.

- (d) The Authority may develop or adopt a Community Impact Statement that must be completed by the Applicant as part of the Application, the purpose of which will be to provide useful data to enable the Authority to evaluate the proposed Project, and which shall include an economic impact analysis and a strategic analysis to determine to what extent the requested LCRA Benefits and the proposed Project are consistent with the fourteen (14) principles of FOCUS and the seven (7) FOCUS Strategic and Comprehensive Plans.
- (e) Each Applicant shall be required to pay for the preparation of a fiscal impact analysis in accordance with 5(a) above by the staff of the Authority or by another party selected by the Authority. The fiscal impact analysis may include, but need not be limited to, an evaluation of the direct and indirect private and public investment in the proposed Project, the financing methods and structure for the proposed Project (including sources of projected revenue to fund the Public Benefits), the potential for the proposed Project through LCRA Benefits for tax exemption or abatement savings and the generation of additional revenue, an analysis of any lost opportunity costs, and a cost/benefit analysis of the Project as a whole (including the impact on jurisdictions other than the City from the relocation of economic activities).
- (f) The Workable Program shall apply also when a single developer proposes a multi-building project that is either contiguous or proximate to another project owned and developed by the same developer or related developer. Proximity shall be defined as being located within the same existing or proposed Urban Renewal Area (URA.) (This policy became effective 1/24/05.) The Applicant must inform LCRA of other projects of that applicant or any affiliate within or proximate to the proposed development site.
- (g) To further stimulate investment and redevelopment on the traditional “East Side” of Kansas City, Missouri – generally described as properties on both the west and east sides of and facing Troost Avenue and east of Troost Avenue – that are located within urban renewal areas and in continuously distressed census tracts, the Authority will no longer require that a developer of projects of up to \$15 million in total development costs within such area submit or pay for a financial analysis in connection with an application for standard tax abatement from the Authority. For projects over \$15 million in total development costs within such area, the Authority, in its sole discretion, may waive the requirement that a developer submit or pay for a financial analysis in connection with an application for standard tax abatement from the Authority. All such projects must comply with all other LCRA restrictions, requirements, and policies, applicable neighborhood plans, and must demonstrate a consensus of neighborhood support. This exception to the financial analysis requirement in the Workable Program shall remain in effect until further action of the Board of Commissioners of the Authority. *(Added September 26, 2018)*

6. Coordination and Cooperation.

- (a) The staff of the Authority shall coordinate the review and analysis of Applications and the evaluation of proposed and approved Projects with similar efforts undertaken by the staffs of the City and other governmental agencies. The City's Finance Department shall be given the opportunity to review the applicant's request for tax abatement and any financial analysis, including a "but for" analysis, conducted by LCRA or third-party, as part of the City's project plan review. The project application and financial analysis shall be given to the City Finance Department a minimum of 30 days before a redevelopment project in an existing Urban Renewal Area is submitted for tax abatement consideration by the LCRA Board and, if appropriate, a minimum of 30 days before a new Plan or Plan Amendment is brought before RCC or before the LCRA Board, whichever is first.
- (b) In considering whether to grant LCRA Benefits to an Applicant, the Authority will give due consideration to the actions of the City and other governmental agencies in granting or denying requests by the Applicant for other public incentives or benefits. An incentive overlay map of the plan/project area will be included in the Project Plan to determine if there is an overlap in incentives for the area.

7. Executive Director Grant of Tax Abatement

The Executive Director of LCRA may, pursuant to Resolution No. 2-5-14 adopted February 26, 2014, grant tax abatement for investor-owned single-family homes under the following conditions:

- (a) An amount equal to or greater than 50% of the market value of the property or \$10,000.00, whichever is greater, has been spent on property renovations;
- (b) All building code violations have been corrected;
- (c) The property is registered as a rental property with the City;
- (d) The owner has owned the property for less than one (1) year;
- (e) The owner has acquired the property in an arms-length transaction; and
- (f) The amount expended with be primarily used for rehab which could include back taxes and special assessments accrued under previous ownership.

EXHIBIT 1 The Workable Program

Memorandum

To: Board of Commissioners, LCRA

CC: Jeffrey Kaczmarek, President, EDC

From: Joseph F. Egan, Executive Director, LCRA

Date: 11/03/2006

Re: Financial Analysis Procedure, Multi-family Affordably Priced Housing

1. MHDC 2013 forms used for submission of development and operating costs.
2. Staff does cost reasonableness review. (see attached standards)
3. Compare operating proforma with and without tax abatement.
4. Assuming all key cost are within range, tax abatement will be granted if debt coverage ratio is less than 1.15 without tax abatement.
5. If developer includes a deferred developer fee as equity to be paid by cash flow, initial cash on cash return should be no greater than 8%.
6. This policy is applicable to properties in which rents do not exceed MHDC guidelines for LIHTCs (attached)

Residential (Multi-family) Development Cost Standards

<u>Item</u>	<u>Standard</u>
Development:	
Acquisition (building)	\$22.5K to \$27.5K per unit
Hard (construction) costs – rehab	\$139-\$147 of leasable sq. ft. (assume 75%-80% of gross)
Hard (construction) costs – new	\$122 per leasable sq. ft.
Soft (design, dev fees, legal, etc.)	\$35K to \$50K per unit
Architect Fees (design & supervision)	5%-8% of construction cost
Builder's Profit	8% of construction budget
Builder's Overhead	2% of construction budget
General Requirements	6% of construction budget
Developer Fee	8%-15%* of total replacement costs

* Developer fee includes developer overhead and consultant fees

Operating:	
Income increase P/A	3% market rate; 2% affordable
Expense increase P/A	3% all
Vacancy at stabilized rent	5%-7%
Property tax PUPA	\$500
Insurance PUPA	\$200
Replacement reserve PUPA	\$300
Management fee	\$1,500 p/m or 6% of rents collected, whichever is greater
Operations/Maintenance PUPA	\$3,100
Acceptable DCR	1.15 to 1.25

Other – Rental Limits:	
MHDC published rents by unit size per 60% median income guidelines	

Budget Analysis

Alexandria Apartments

Development: 55 units, elevator building, 31,163 leasable space

Actual		Standard	Evaluation
Acquisition.	\$1,000,000	\$20-25K per unit	\$18,182
Hard costs	\$4,400,000	\$139-147 psf	\$4,331,650-4,581,000
Construction contract	\$3,793,104	N/A	N/A
Soft costs	\$1,891,890	\$35-50K per unit	\$34,398
Architect fee	\$155,000	5-8% constr contract	4.10%
Builder's profit	\$303,448	8% constr contract	8%
Builder's overhead	\$75,862	2% constr contract	2%
General requirements	\$227,586	6% constr contract	6%
Developer fee	\$843,827	8-15% repl cost	13.75%

Operating Per Annum

Management fee	\$18,000	>\$1500pm/6% rents	\$1,500 pm
Ops & Maintenance	\$152,820	\$3,100 PUPA	\$2,779 PUPA
RE taxes (abated)	\$7,000	\$500 PUPA	\$127
Insurance	\$13,000	\$200 PUPA	\$236
Replacement resv	\$16,500	\$300 PUPA	\$300

Other Operating Costs:

Audit/Partnership Services	\$12,000	(HUD required audit - reasonable)
Administration	\$12,500	
Utilities*	\$35,000	

*(Owner pays gas, common area electric, water/sewer, trash - reasonable)

**LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
of KANSAS CITY, MISSOURI**

AFFIRMATIVE ACTION POLICY

Policy Name: Affirmative Action Policy

Date Approved: August 30, 1978. Revised July 26, 1979; December 22, 1980; July 27, 1981; October 26, 1994 (Resolution No. 94-55); July 27, 2005 (Resolution No. 7-18-05); April 23, 2008 (Resolution No. 4-1-08); June 19, 2019 (Resolution No. 6-7-19)

Policy Statement: WHEREAS, the Kansas City, Missouri Disparity Study, dated October 1, 1994, determined that women and certain minority groups were being underutilized in the Kansas City, Missouri Metropolitan Area. As a result, the City of Kansas City, Missouri ("City") adopted City-wide affirmative action goals applicable to firms doing business with the City through its departments and agencies. The City commissioned new disparity studies published in 2006 and 2016. In accordance with the City Code of General Ordinances Chapter 3, Article IV, Divisions 1-3, Sections 3-401 through 3-600, and any related rules and regulations, as may be amended, the Land Clearance for Redevelopment Authority of Kansas City, Missouri ("LCRA") has adopted this Affirmative Action Policy, which is intended to secure equal opportunities and maximize the participation of certified minority and women business enterprises ("MBE/WBEs") in providing professional and construction services contracted for by the Authority and redevelopers under contract with the Authority in accordance with Ordinance No. 18535 As Further Further Amended dated October 25, 2018, as may be amended ("City Ordinance").

THEREFORE, LCRA will adhere to the requirements set forth herein and will contractually require its Redevelopers to do the following:

- (1) meet or exert good faith efforts to meet the goals established by the Fairness in Construction Board or the Fairness in Professional Services and Goods Board in accordance with Ordinance No. 18535, as amended,
- (2) comply or exert good faith efforts to comply with the utilization plans approved by the Human Relations Department of the City,
- (3) comply with all reporting requirements set forth in this Affirmative Action Policy,
- (4) contractually require each contractor, subcontractor and assignee to comply with this Affirmative Action Policy and to enforce such contractual provisions.

I. Definitions.

(a) As used in this Affirmative Action Policy, the following terms have the following definitions:

- (1) *Affidavit of intended utilization:* An affidavit, in a form prescribed by the Director, stating the bidder's intent to meet the MBE/WBE goals or to timely request a waiver of the MBE/WBE goals.
- (2) *Award of contract:* Execution of a contract and, if necessary, city council or park board authorization.
- (3) *Bid:* An offer to enter into a contract submitted pursuant to an invitation for bid.
- (4) *Bidder:* Any person who submits a bid to the city or LCRA in response to an invitation for bid.
- (5) *Bid opening:* The event whereby bids are opened and read aloud at the place, date and time specified in the invitation for bid and any subsequent amendment thereto.
- (6) *Bid shopping:* The practice whereby a person divulges or requires another to divulge a subcontractor's bid or proposal for the purpose of securing a lower bid or proposal.
- (7) *Board or Boards:* Fairness in Construction Board, Fairness in Professional Services and Goods Board, or both, as applicable.
- (8) *Budget:* The total costs reflected within a contract for which MBE/WBE goals are to be set pursuant to this Policy.
- (9) *City:* City of Kansas City, Missouri.
- (10) *City department:* Department of the city or the article of procurement service when acting on behalf of a department Director.
- (11) *Commercially useful function:* Real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. Determination that an enterprise performs a commercially useful function will be made based on the following considerations:
 - a. An MBE or WBE performs a commercially useful function when it is responsible for execution of the ordinary and necessary work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE or WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining the quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. To determine whether an MBE or WBE is performing a commercially useful function, one must evaluate the following:

1. The amount of work subcontracted; and
2. Industry practices; and
3. Whether the amount the enterprise is to be paid under the contract is commensurate with the work it is actually performing; and
4. Whether the MBE or WBE has the skill and expertise to perform work for which it is being utilized; and
5. The credit claimed for its performance of the work; and
6. Other relevant factors.

b. An MBE or WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE or WBE participation. In determining whether an MBE or WBE is such an extra participant, one must examine similar transactions, particularly those in which MBEs or WBEs do not participate.

c. An MBE or WBE firm is not performing a commercially useful function if the MBE or WBE subcontracts a greater portion of the work on a contract or purchases a greater amount of material than would be expected on the basis of normal industry practice for the type of work involved.

d. Whether the MBE or WBE is participating in the contract as a middle person or broker in the normal course of that business or trade by purchasing the goods and/or services from another business, thereby qualifying expenditures for such goods and/or services to be counted toward utilization requirements for MBEs and WBEs.

e. Whether the MBE or WBE is responsible for the purchase and quality of, and payment for, materials used to perform its work under the contract.

There shall be a rebuttable presumption that, when the MBE or WBE subcontracts a greater portion of the contract work than normal industry practice, the MBE or WBE is not performing a commercially useful function.

- (12) *Construction contract*: A contract for the construction, reconstruction, improvement, enlargement or alteration of any fixed work or construction site preparation, of which any amount is paid for out of city or agency funds.
- (13) *Contract*: Any contract more than \$300,000.00, and all other city or agency contracts more than \$160,000.00 the majority of either of which is paid for out of city funds or in which LCRA is a party, except the following:
 - a. Personal service contracts; and
 - b. Emergency contracts; and
 - c. Impress accounts in the nature of petty cash funds.
- (14) *Contractor*: Any person who enters into a contract with the city or an incentive agency.
- (15) *Contractor utilization plan or CUP*: The statement, in a form prescribed by the Director, that must be submitted by a bidder or proposer pursuant to section 3-433 of the City Ordinance and that states its plan to utilize qualified MBEs and/or WBEs in the performance of a contract.
- (16) *Day*: A calendar day, except as otherwise indicated.
- (17) *Department or HRD*: The Human Relations Department or the article within the City Manager's office that is assigned to perform the tasks delegated to the Human Relations Department.
- (18) *Department Director*: Person appointed by the City Manager to be responsible for a city department or the manager of procurement services when acting on behalf of a department Director or the city.
- (19) *Director*: The Director of the Human Relations Department or his authorized representative, or the person designated by the City Manager to perform the tasks delegated to the Director of the Human Relations Department by this article.
- (20) *Disadvantaged business enterprise (DBE)*: A business concern that meets the federal requirements for certification as a DBE.
- (21) *Economic Disadvantage*: A diminished ability to compete in the free enterprise system due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are found to be socially disadvantaged. In determining whether an individual is economically disadvantaged, the Director shall follow the guidance provided in Appendix E to 49 CFR Part 26.

- (22) *Expertise*: Experience or training in a specialized field that is critical to the firm's operations, indispensable to the firm's potential success, and specific to the type of work the firm performs.
- (23) *Goal*: A numerical objective stated as a percentage of contract dollars for participation by qualified MBEs and WBEs in contracts.
- (24) *Incentive Agency or Agency*: LCRA or the commissions, agencies and authorities described in Section 3-425(b) or 3-425(c) of the City Ordinance, or any entity with the authority to recommend to the city tax increment financing or tax abatement.
- (25) *Incentive Agency head*: Person authorized to act on behalf of an incentive agency.
- (26) *Incentive Project*: A LCRA project receiving tax abatement or exemption pursuant to an urban renewal plan.
- (27) *Invitation for bid*: A request or invitation for submission of an offer to enter into a contract pursuant to a competitive bidding process.
- (28) *Kansas City metropolitan area*: The Missouri counties of Cass, Clay, Jackson and Platte and the Kansas counties of Johnson, Leavenworth and Wyandotte.
- (29) *Letter of intent to subcontract*: A document, in a form prescribed by the Director that demonstrates the prime contractor or developer's intent to enter a contractual agreement with a selected MBE/WBE.
- (30) *LCRA or Authority*: Land Clearance for Redevelopment Authority of Kansas City, Missouri, a public body and corporate politic, organized and exercising its powers under the ordinances of the City and Sections 99.300 – 99.715 of the Revised Statutes of Missouri.
- (31) *M/W/DBE Kansas City Mo. Online Directory or Directory*: A source list compiled, maintained and updated by the Human Relations Department containing (when provided) the names, mailing addresses, e-mail addresses and facsimiles of certified MBE/WBE/DBEs and the NAICS codes denoting scopes of work for which each such MBE/WBE/DBE is certified, which MBE/WBE/DBEs are in the business of providing construction, professional services and other services and goods from whom bids and proposals can be solicited. The directory is to facilitate identifying MBE/WBE/DBE subcontractors with capabilities relevant to general contracting requirements and to particular solicitations.
- (32) *Mentor/protégé*: A relationship between an MBE or WBE (protégé) and a person in the same trade or industry (mentor). The mentor/protégé relationship is

to provide technical, financial, bonding, equipment and personnel assistance. The purpose of the relationship is to increase the capacity of MBE/WBEs to perform contracts.

(33) *Minority*: A person who is a citizen or lawful permanent resident of the United States and who is:

a. African American, a person whose origins are in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person; or

b. Hispanic American and/or Latino American, a person whose origins are in Mexico, Central or South America, or any of the Spanish speaking islands of the Caribbean, (for example Cuba and Puerto Rico) regardless of race, and who has historically and consistently identified himself or herself as being such a person; or

c. Asian and/or Pacific Islander American, a person whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent, and who has historically and consistently identified himself or herself as being such a person; or

d. Native American, a person having origins in any of the original peoples of North America, and who maintains tribal affiliation or demonstrates at least one-quarter descent from such groups, and who has historically and consistently identified himself or herself as being such a person; or

e. On a case-by-case basis, an individual found by the Director to have been subjected to individualized prejudice or cultural bias within American society within the city's marketplace and has demonstrated economic disadvantage and social disadvantage as defined in this section.

(34) *Minority Business Enterprise (MBE)*: A for-profit small business concern that:

a. Is at least 51 percent owned, managed, and independently controlled by one or more minorities; and

b. Has a real and substantial presence in the Kansas City metropolitan area as defined by section 3-461(c) of the City Ordinance; and

c. Meets the business size standards imposed by 13 CFR 121.201 as subsequently amended and this article; and

d. Performs a commercially useful function; and

- e. Is certified by the Human Relations Department.

Beginning October 1, 2019, a for-profit small business concern must meet the following additional criteria to qualify as an MBE:

- f. Whose owner's or, for businesses with multiple owners, each individual owner's personal net worth (as defined in this section) is equal to or less than the permissible personal net worth amounts determined by the U.S. Department of Transportation to be applicable to its DBE program.

Only persons meeting each of the above criteria shall be deemed an MBE for purposes of this article. In order to be credited towards the goals on a particular solicitation for a particular scope of work, the MBE shall be certified as of or listed on the directory on the date a contractor utilization plan is submitted.

- (35) *Person*: One or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries and other organizations; except "person" does not include any local, state or federal governmental entity.
- (36) *Personal Net Worth*: The net value of the assets of an individual after total liabilities is deducted. An individual's personal net worth does not include the individual's ownership interest in a certified M/WBE or applicant for such certification or the individual's equity, if any, in his or her primary place of residence. An individual's personal net worth includes only his or her share of assets held individually or jointly with the individual's spouse.
- (37) *Policy*: This Affirmative Action Policy of LCRA.
- (38) *Personal services contract*: A contract or agreement of employment with an individual who is not acting as an independent contractor and who is not part of the cities classified or unclassified service.
- (39) *Principal place of business*: The location at which the business records of the MBE/WBE applicant concern are maintained and the location at which the minority or woman individual owner who manages and controls the day-to-day operations spends the majority of his/her working hours.
- (40) *Proposal*: Any offer or list of qualifications submitted to the city in response to a request for proposal.

- (41) *Proposer*: Any person who submits a proposal to enter into a contract, either in response to a request for proposals, request for qualifications or otherwise, but not pursuant to an invitation for bid.
- (42) *Qualified*: Possessing the demonstrated ability to perform the contracted task.
- (43) *Redeveloper*: Redeveloper entity selected by LCRA to receive tax abatement or exemption from LCRA.
- (44) *Redevelopment Contract*: A Redevelopment Contract or other contract or agreement between LCRA and a Redeveloper to implement an approved Incentive Project.
- (45) *Request for proposals*: An invitation for submission of an offer to enter into a contract pursuant to a negotiated process and not a competitive bid, including requests for qualifications.
- (46) *Social Disadvantage*: A diminished ability to compete in the free enterprise system due to at least one (1) objective, distinguishing feature that has contributed to social disadvantage, such as race, ethnic origin, gender, sexual orientation, or disability. In determining whether an individual is socially disadvantaged, the Director shall follow the guidance in Appendix E to 49 CRF Part 26.
- (47) *Supplier*: An enterprise that owns operates or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
- (48) *Supply broker*: An enterprise that acts as an agent in negotiating contracts for the purchase of materials, supplies, articles or equipment but does not itself own, operate or maintain a store, warehouse or other establishment where such materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
- (49) *Urban Renewal Plan*: a plan as defined in Section 99.320(21) of the Revised Statutes of Missouri and as approved by the City and LCRA.
- (50) *Woman*: A person who is a citizen or lawful permanent resident of the United States and who is a female.
- (51) *Women's business enterprise (WBE)*: A for-profit small business concern that:
 - a. Is at least 51 percent owned, managed, and independently controlled by one or more women; and

- b. Has a real and substantial presence in the Kansas City Metropolitan Area as defined by section 3-461(c) of the City Ordinance; and
- c. Meets the business size standards imposed by 13 CFR 121.201 and as subsequently amended and this article; and
- d. Performs a commercially useful function; and
- e. Is certified by the Human Relations Department; and

Beginning October 1, 2019, a for-profit small business concern must meet the following additional criteria to qualify as a WBE:

- f. The owner's or, for businesses with multiple owners, each individual owner's personal net worth is equal to or less than the permissible personal net worth amount determined by the U.S. Department of Transportation to be applicable to its DBE program.

Only persons meeting each of the above criteria shall be deemed a WBE for purposes of this article. In order to be credited towards the WBE goals on a particular solicitation for a particular scope of work, the WBE shall be certified as of or listed in the directory on the date a contractor utilization plan is submitted.

(b) Capitalized terms not defined herein shall have the meaning ascribed to them in the applicable Redevelopment Contract.

II. LCRA Compliance.

(a) If the total projected amount of funds to be expended on contracts for the procurement of goods and/or services exceeds the amount set forth in Section 3-421 under the definition of "contract", the LCRA shall prepare and deliver to the Human Relations Department an annual MBE/WBE Utilization Plan for each upcoming fiscal year by April 1, unless otherwise extended by the director. The Utilization Plan shall include proposed MBE/WBE utilization of certified MBE/WBE prime contractors and/or subcontractors in the procurement of goods and/or services in the upcoming fiscal year and any other relevant or necessary information. The MBE/WBE utilization shall be expressed as a percentage of the LCRA's estimated fiscal contract expenditures. The amount of funds to be expended on services provided by the City, the Economic Development Corporation, other City agencies or the Greater Kansas City Foreign Trade Zone shall not be included in the total amount to be expended under this section.

(b) The LCRA shall exert good faith efforts to secure the utilization of MBE/WBEs in accordance with the good faith effort standards outlined in this Affirmative Action Policy.

III. Application of Policy.

Each Redeveloper with whom LCRA enters into a Redevelopment Contract for which goals have been set shall either:

- (1) Meet or exceed the goals set for that contract; or
- (2) Make and provide evidence of good faith efforts to achieve the goals and request a waiver of the contract goals, which waiver shall be granted in the event the Redeveloper has demonstrated that it has made a good faith effort to meet or exceed the goals.

IV. City-Wide Goals.

(a) The goals set forth in this section are city-wide annual goals to be used by city departments and incentive agencies. The city-wide goals are **not** goals for individual contracts. They are goals for total MBE and WBE participation in all contracts entered into each year. The city-wide goals are established as follows:

Classification	Annual Goal
MBE	14.7
WBE	14.4

(b) The MBE and WBE program will expire on December 1, 2022, unless prior to that date, the Director has issued a request for proposals to undertake a comprehensive disparity study, and upon completion of the disparity study, presented the study results to the city council to consider whether to maintain, modify, or terminate the minority and women business enterprise program described by this article.

(c) Neither city-wide annual goals nor individual contract goals should be construed as a limitation on contracting opportunities for the above listed classifications. Such classifications shall be eligible to be awarded contracts consistent with bidding or other contract procedures over and above the percentages listed.

V. Setting Goals for Individual Contracts.

(a) Goals for professional services or goods contracts with an estimated cost of more than \$160,000 and entered into for the purpose of implementing an Incentive Project shall be established by the Fairness in Professional Services and Goods Board, upon recommendation of the Director, as provided in section 3-450 of the City Ordinance.

(b) Goals for construction contracts with an estimated cost of more than \$300,000 and entered into for the purpose of implementing an Incentive Project shall be established by the Fairness in Construction Board, upon recommendation of the Director, as provided in section 3-453 of the City Ordinance.

(c) Individual contract goals shall be flexible and are to be determined on a contract-by-contract basis, according to the considerations listed in section 3-431(b) of the City Ordinance.

(d) When goals are established for a contract, such goals shall be stated in any invitation for bid or request for proposals. No invitation for bid or request for proposals shall be released until goals have been requested and set in accordance with subsection (b) of this section, or until LCRA has been notified by the Director that goals will not be established. If the goals are to be set by a Board and such Board shall have failed to meet for any reason within thirty calendar days from the date upon which such Board shall have last convened, then the invitation for bid or request for proposals may be released with the goals as recommended by the Director and an addendum thereto shall be issued setting forth the goals once established by the Board.

(e) For contracts other than construction contracts, the Director is authorized to require a bidder or proposer to make good faith efforts to achieve MBE/WBE participation without setting a numerical MBE/WBE goal on the solicitation as long as the Director could have set an MBE/WBE goal based on the factors in section 3-431(b).

VI. Contractor Utilization Plan (CUP).

(a) When goals have been established for an Incentive Project, each bidder, proposer, contractor, or Redeveloper shall submit a notarized contractor utilization plan to the Director and LCRA, which shall include the following:

- (1) Names and addresses of each qualified MBE or WBE that will participate in the contract; and
- (2) The work to be performed by each qualified MBE and/or WBE, and the amounts each is to be paid for such work.

(b) Bid shopping is prohibited.

(c) At the time of submission of the CUP, the bidder, proposer, contractor or Redeveloper, shall also provide to the Director and LCRA a letter of intent signed by each MBE or WBE included in the CUP and by the bidder, proposer, contractor or Redeveloper. The Director must approve or reject the CUP within thirty (30) calendar days of receiving the CUP.

(d) Prior to LCRA providing tax incentives to a Redeveloper, including the issuance of a tax abatement certificate, the Redeveloper shall have provided to LCRA and LCRA shall have incorporated within the Redevelopment Contract a CUP for construction services and professional services that has been approved or deemed approved by the Director or the Board, as applicable, or in the event a CUP has not been approved or deemed approved by the Director or the Board, then LCRA shall incorporate within the Redevelopment Contract a CUP which provides for goals established pursuant to Section 3-431 of the City Ordinance.

VII. Determining Contract Participation Credit for MBEs and WBEs.

- (a) The following contract amounts shall be credited toward achieving the goals:
 - (1) The total contract dollar amount that a prime contractor has paid or is obligated to pay to a subcontractor that is a certified MBE or WBE, except as otherwise expressly provided for herein.
 - (2) The total contract dollar amount that a prime contractor that is a certified MBE or WBE performed itself.
 - (3) Sixty percent of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supplier who is a certified MBE or WBE.
 - (4) Ten percent of the total dollar amount paid or to be paid by a prime contractor to obtain supplies or goods from a supply broker who is a certified MBE or WBE.
 - (5) One hundred percent of the total dollar amount paid or to be paid by a prime contractor to a manufacturer of construction supplies who is a certified MBE or WBE.
 - (6) Subcontractor participation with a lower tier MBE/WBE subcontractor by the subcontractor using one of the above methods of participation.
- (b) Notwithstanding any other provision of this section, no credit toward achieving the goals on an individual contract shall be given for:
 - (1) Participation in a contract by any qualified MBE or WBE that does not perform a commercially useful function. The prime contractor shall have the burden of proving that an MBE or WBE is performing a commercially useful function.
 - (2) Any portion of the value of the contract that an MBE or WBE subcontractor subcontracts back to the prime contractor or any other contractor who is not a qualified MBE/WBE.
 - (3) Materials and supplies used on the contract unless the MBE/WBE is responsible for negotiating price, determining quality and quantity, ordering the materials and installing (where applicable) and paying for material itself.
 - (4) Work performed by an MBE or WBE in a scope of work other than that in which the MBE or WBE is currently certified.

(c) In order to be credited towards the MBE or WBE goals on a particular solicitation for a particular scope of work, the applicable MBE or WBE shall be certified by the date on which the CUP is due.

(d) All prime contractors on a City or LCRA contract or development agreement are to report names, address, scope of work, contract value of each subcontractor retained by them or other subcontractors for the project and the amount paid to each respective subcontractor.

VIII. Waiver of MBE/WBE Goals.

When a request for waiver been filed on a Redevelopment Contract, the Director and LCRA shall make a mutual determination as to whether the developer or its prime contractor has made good faith efforts, as defined in section 3-441 of the City Ordinance to meet the contract goals, and to the extent the Director and LCRA fail to mutually agree within thirty (30) calendar days, the applicable Board as determined by sections 3-449 and 3-451 of the City Ordinance shall determine whether good faith efforts were exerted and its determination shall be final, and upon such determination that the Redeveloper or its prime contractor has made good faith efforts with respect to such request for waiver, the request for waiver shall be deemed approved by the Director. The process for such determination shall be as described in sections 3-450 and 3-453 of the City Ordinance.

IX. Standards to Determine Good Faith Efforts.

(a) Good faith efforts are efforts that, given all relevant circumstances, a bidder, proposer, contractor, or Redeveloper actively and aggressively demonstrates in attempting to meet the prescribed goals. Good faith efforts must be demonstrated to be meaningful and not merely formalistic compliance. Notwithstanding the foregoing or anything in this article to the contrary, to the extent a bidder, proposer, contractor or Redeveloper, as applicable, has performed the following, the bidder, proposer, contractor or Redeveloper, as applicable, shall be presumptively determined to be in compliance with this section and only determined not to be in compliance upon a clear and convincing showing of an affirmative act or omission that is intentionally contrary to the spirit of this article:

- (1) Advertised for at least 15 calendar days prior to the bid or proposal due date 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 which are included in a list along with their contact information identified on the directory as the list of publications available to publish such advertisements, which list shall be updated by the department no less than every three (3) months, and such fifteen (15) calendar days shall be deemed sufficient time to allow MBE and WBE firms to participate effectively. Each advertisement shall contain the information required by section 3-441(1)(9) of the City Ordinance; and
- (2) Sent written notices at least fifteen (15) calendar days prior to the bid or proposal due date containing the information required by section 3-441(1)(9) of the City

Ordinance, by certified mail, e-mail or facsimile, to at least 80% of minority and women's business organizations which are included in a list along with their contact information identified on the directory as the list of organizations available to receive such notices, which list shall be updated by the department no less than every three (3) months, and such 15 calendar days shall be deemed sufficient time to allow MBE and WBE firms to participate effectively; or

- (3) Sent written notices, containing the information required by section 3-441(1)(9) of the City Ordinance, by certified mail, e-mail or facsimile, to at least 80% of MBEs and WBEs listed on the directory certified in the applicable scopes of work for the particular bid soliciting their participation in the Contract at least 15 calendar days prior to the bid or proposal due date and such 15 calendar days shall be deemed sufficient time to allow them to participate effectively; and
- (4) Attempted to identify portions of the work for qualified MBE and/or WBE participation in order to increase the likelihood of meeting the goals, including breaking down contracts into economically feasible units that take into consideration the capacity of available MBE/WBEs appearing on the directory; and
- (5) At any time prior to submission of the CUP or submittal of a request for modification of a CUP, requested assistance in writing in achieving the MBE/WBE goals from the Director and acted on the Director's recommendations; and
- (6) Conferred with certified MBEs and WBEs which inquired about or responded to the bid solicitation and explained to such MBEs and WBEs the scope and requirements of the work for which their bids or proposals were solicited, and if not all certified MBEs and WBEs in the particular scopes listed on the directory have inquired about or responded to the bid solicitation for each scope of work, then contact by certified mail, e-mail or telephone the greater of ten (10) or 80% of additional certified MBEs and WBEs in the particular scopes listed on the directory and offer to confer with such MBEs and WBEs for such particular scope of work and request such MBEs and WBEs to submit a proposal; and
- (7) Attempted to negotiate in good faith with certified MBEs and WBEs which responded to the bid solicitation or those certified MBEs and WBEs that were conferred with as contemplated by section 3-441(a)(6) of the City Ordinance, and other qualified MBEs and WBEs, at the option of the bidder, proposer, contractor or Redeveloper, as applicable, to perform specific subcontracts, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities by the bidder, proposer, contractor or Redeveloper; in the event an MBE or WBE is the low bid, but rejected as unqualified, the bidder, proposer, contractor or Redeveloper and the Director or board, as applicable, shall provide sound reasons for rejecting such MBE or WBE; and

- (8) Attended pre-bid meetings when such meetings were indicated in the solicitation of bids or otherwise by the bidder, proposer, contractor or Redeveloper, as applicable or by the Director provided the Director provides written direction to the bidder, proposer, contractor or Redeveloper at the time the goals are recommended by the Director pursuant to section 3-431 to provide for a pre-bid meeting(s); and
- (9) Written notices and advertisements to be provided pursuant to (1), (2) and (3) above shall include the following information:
 - (i) The bid due date;
 - (ii) The name of the project;
 - (iii) The address or general location of the project;
 - (iv) The location of plans and specifications for viewing;
 - (v) Contact information of the prime contractor or Redeveloper, as applicable;
 - (vi) A general description of the scopes of work that are the subject of the solicitation;
 - (vii) The goals established for the applicable contract, and if the goals are still subject to board approval, then a statement that the goals as stated are preliminary and are subject to board approval;
 - (viii) If the project or any portion of the project is subject to prevailing wage then a statement that all or a portion of the project will be subject to prevailing wage, as applicable; and if only a portion of the scopes are subject to prevailing wage, then identification of such scopes provided that such scopes are known as of the time of bid solicitation;
 - (ix) The date and time of any pre-bid meeting(s), if any, which have been scheduled by the bidder, proposer, contractor or Redeveloper as of the bid solicitation; and
 - (x) Any other information deemed relevant by the bidder, proposer, contractor or Redeveloper, as applicable, or the Director to the extent the Director provides written direction to the bidder, proposer, contractor or Redeveloper of such additional information at the time the goals are recommended by the Director pursuant to section 3-431 of the City Ordinance.

In the event the bidder, proposer, contractor or Redeveloper amends the scopes previously bid or decides to further open bids, and determines that further notice is necessary, the time for giving notices as provided in (1),

(2) and (3) above shall be deemed sufficient if given seven (7) business days in advance of the applicable updated bid due.

(b) Good faith efforts analysis may be performed (1) in the event a CUP is rejected, (2) a request for modification is rejected, or (3) as of the completion of the project, if the bidder, proposer, contractor or Redeveloper is not able to meet the goals following the approval of a CUP or request for modification. In the event of one of the foregoing events, a bidder, proposer, or Redeveloper or its prime contractor shall submit documentation of its good faith efforts when requested by the city or LCRA.

(c) Good faith efforts shall be made prior to submission of the contractor utilization plan to the Director; provided however efforts made to increase participation of MBEs and WBEs following submission of the CUP can be considered as evidence of good faith efforts to meet the goals.

(d) For Incentive Projects, the Director shall submit to LCRA his or her initial findings of good faith prior to sending the final good faith efforts finding to the Redeveloper and as soon as practicable thereafter the Director and LCRA shall mutually agree as to whether good faith efforts were exerted prior to submitting a final determination to the Redeveloper. To the extent the Director and LCRA fail to agree within thirty (30) calendar days, the applicable Board as determined by sections 3-449 and 3-451 of the City Ordinance shall determine whether good faith efforts were exerted, and the Board's determination shall be final. The process for such determination shall be as described in sections 3-450 and 3-453 of the City Ordinance.

(e) Notwithstanding anything herein to the contrary, to the extent the proposer, bidder, contractor or Redeveloper or its prime contractor has not met each of the criteria set forth in section 3-441(a) of the City Ordinance for a presumptive determination that the bidder, proposer, contractor, Redeveloper, or its prime contractor has exerted good faith efforts, the Director, LCRA or applicable Board, nonetheless, may determine, given all relevant circumstances, that good faith efforts were exerted by the proposer, bidder, contractor, Redeveloper or its prime contractor. To the extent good faith efforts are determined with respect to the contractor utilization plan, modification or waiver submitted by a bidder, proposer, or Redeveloper or its prime contractor, such contractor utilization plan, modification or waiver, shall be deemed approved by the Director and the applicable waiver granted.

X. Modification or Substitution.

(a) A bidder, proposer, contractor, or Redeveloper shall not make any modification or substitution with regard to an approved contractor utilization plan unless the modification or substitution has first been requested of the Director and approved. For Incentive Contracts, after bid or proposal opening or after a contract is awarded, the Director and LCRA may mutually approve substitutions of other qualified MBE/WBEs for those listed in the contractor utilization plan or approve modifications of the amount of participation listed in the contractor utilization plan. In the event LCRA and the Director fail to mutually agree and the applicable Board, as determined by sections 3-449 and 3-451 of the City Ordinance, determines that the bidder, proposer, contractor, or Redeveloper made and provided evidence of good faith efforts to

substitute the listed MBE/WBE with other qualified MBE/WBEs for the listed scope of work or any other scope of work in the project, finds that the bidder, proposer, or contractor has not attempted intentionally to evade the requirements of the City Ordinance it is in the best interests of the city and the LCRA to allow a modification or substitution, and also finds one of the following:

- (1) The listed MBE/WBE is non-responsive or cannot perform; or
- (2) The listed MBE/WBE has increased its previously quoted price to the bidder, proposer, contractor, or Redeveloper without a corresponding change in the scope of the work; or
- (3) The listed MBE/WBE has committed a material default or breach of its contract with the contractor or Redeveloper; or
- (4) Requirements of the scope of work of the contract have changed and render subcontracting not feasible or not feasible at the levels required by the goals established for the contract; or
- (5) The listed MBE/WBE is unacceptable to the contracting department; or
- (6) The listed MBE/WBE thereafter had its certification revoked.

The process for such determination by the applicable board in those circumstances in which the Director and LCRA fail to mutually agree on an Incentive Project shall be as described in sections 3-450 and 3-453 of the City Ordinance.

(b) If there is an increase in the quantity of the scope of work performed by an MBE/WBE, contractor or Redeveloper shall make good faith efforts to use such MBE/WBE for the increased work. If extra work not within the general scope of the contract and in excess of \$160,000.00 is required, the Director shall assign MBE/WBE goals for the extra work, if appropriate, and the contractor or Director shall make good faith efforts under the circumstances to achieve the goal.

(c) Bid shopping is prohibited.

(d) For Incentive Projects, the Director shall submit to LCRA, his or her initial determination of whether a modification or substitution is appropriate to the Redeveloper and as soon as practicable thereafter the Director and LCRA shall mutually agree as to whether a modification or substitution is appropriate prior to submitting final determination to the Redeveloper; provided, however, to the extent LCRA and the Director fail to agree within thirty (30) calendar days, the applicable board determined by sections 3-449 and 3-451 of the City Ordinance shall determine good faith efforts and the board's determination shall be final. The process for such determination shall be as described in sections 3-450 and 3-453 of the City Ordinance.

XI. Remedies; Liquidated damages.

(a) In addition to remedies set forth in the Redevelopment Contract, if the Director, applicable Board or LCRA finds that the Redeveloper has not made a good faith effort to comply with the goals established pursuant to the City Ordinance or has otherwise not complied with this Policy, LCRA may take such action as it deems appropriate, including but not limited to the temporary suspension of development rights, ordering a cessation of development activity, or may note such non-compliance in any future application by the Redeveloper to implement any future Incentive Project. In addition, LCRA may take into account the past compliance record of any Redeveloper's proposed contractors and subcontractors in evaluating such Redeveloper's applications to implement an Incentive Project.

(b) Because the amount of harm caused to MBEs and WBEs by the Redeveloper not exerting good faith efforts to meet the goals established pursuant to the City Ordinance is uncertain, if not impossible, to determine, the Redeveloper agrees to pay (not as a penalty) to LCRA liquidated damages in an amount not to exceed the fees and expenses incurred by LCRA, including attorney's fees, in investigating and determining that the Redeveloper has not complied with this Policy; plus an amount equal to the percentage of the total amount of dollars spent in the Kansas City Metropolitan Area for professional and/or construction services that MBEs or WBEs would have otherwise received or money that otherwise would have been spent to employ minorities and women in the workforce had the respective goals established pursuant to the City Ordinance, been attained by the Redeveloper. To illustrate the application of this liquidated damages provision, please refer the example below:

Example

1. Pursuant to the implementation of Incentive Project A ("Project A"), a Redeveloper spends a total of \$100,000 for construction services. Such amount is paid exclusively to contractors, subcontractors and assignees, located within the Kansas City Metropolitan Area.
2. A Redeveloper utilized MBEs at a rate of 2% and WBEs at a rate of 1% for construction services in the development of Project A. Thus, the Redeveloper paid \$2,000 to MBEs and \$1,000 to WBEs for such construction services.
3. The goals established for Project A for the utilization of MBEs and WBEs in construction services is 9% and 7%, respectively and such goals were set forth in a contractor utilization plan approved by the Human Relations Department.
4. LCRA finds that the Redeveloper did not exercise good faith efforts to meet the goals for the utilization of MBEs and WBEs in construction services for the development of Project A. The cost associated with LCRA's investigation is, for illustration purposes only, \$5,000.
5. The additional amount that MBEs would have otherwise received had the goals been met would be an amount equal to the goal of 9% minus the 2% actually attained of the total amount of \$100,000 spent. Thus, the Redeveloper would have spent an additional \$7,000 with MBEs. The additional amount WBEs would have otherwise received had the goals been met would be an amount equal to: the goal of 7% minus the 1% actually attained of the total

amount of \$100,000 spent. Thus, the Redeveloper would have spent an additional \$6,000 with WBEs.

6. Pursuant to the liquidated damages provision of this Policy, the Redeveloper may be obligated to pay to LCRA liquidated damages in an amount of \$5,000 (for illustration purposes only, the cost associated with LCRA's investigation, which amount may actually be higher or lower); plus \$7,000 (the amount MBEs would have otherwise received had the goals been met); plus \$6,000 (the amount WBEs would have otherwise received had the goals been met) for an aggregate amount of \$18,000 in liquidated damages.

(c) All city and LCRA contracts which contain goals shall contain a provision which provides for liquidated damages in the event the contractor or Redeveloper fails to achieve the MBE/WBE participation specified in the contractor utilization plan as finally approved by the Director or the goals established pursuant to 3-431 of the City Ordinance, whichever is lower, and fails to exert good faith efforts, as determined by the Director or, in the case of Incentive Projects, the mutual determination of the Director and the LCRA; except in the event the Director and LCRA fail to mutually agree, in which event, the determination of the applicable Board determined by sections 3-449 and 3-451 of the City Ordinance. The process for such determination shall be as described in sections 3-450 and 3-453 of the City Ordinance.

(d) The amount of liquidated damages for city contracts shall be in an amount as determined by the Director. For LCRA contracts, the Director and LCRA shall jointly agree on the amount of liquidated damages and may jointly agree to a remedy alternative to liquidated damages which promotes the goals of the city's MBE/WBE program. For LCRA contracts, should LCRA and Director fail to come to an agreement on the amount of the liquidated damages or a remedy alternative to liquidated damages, the applicable Board's determination (pursuant to sections 3-449 and 3-451 of the City Ordinance) of liquidated damages or other alternate remedy under LCRA contract shall be final. The process for such determination shall be as described in sections 3-450 and 3-453 of the City Ordinance.

(e) The liquidated damages may not exceed the difference between the monetary amount of the MBE/WBE participation finally approved, and as may be modified or waived, in accordance with this article, and the amount actually paid to certified MBEs and WBEs appearing on a CUP or modification approved by the Director, unless waived pursuant to section 3-437 of the City Ordinance. In determining the amount actually paid to qualified MBEs and WBEs, no credit shall be given for that portion of the MBE/WBE participation that was not approved in accordance with the provisions of section 3-435 of the City Ordinance, provided however that the Director, Director and LCRA, or Board, as appropriate may allow credit if they determine, in their sole discretion, that the contractor or Redeveloper acted in good faith. Notwithstanding the foregoing, in the event the CUP anticipated that the contractor or Redeveloper would exceed the goals established prior to the submission of the CUP, the liquidated damages may not exceed the difference between the monetary amount of the MBE/WBE participation pursuant to such goals established prior to the submission of the CUP and the amount actually paid to MBEs and WBEs.

XII. Procedures for LCRA Redevelopment Contracts.

For Incentive Projects, LCRA shall require that the CUP be approved prior to granting the applicable incentive. If the Incentive Project is bid in phases, the Redeveloper shall submit an estimated time table for additional phases. The Director shall approve or reject the CUP within fifteen (15) calendar days of receiving the same and, if rejected, provide a written explanation for such rejection. If the Director fails to reach a decision within fifteen (15) calendar days of receiving the CUP, the CUP will be deemed approved by the Director or in the event a CUP has not been approved or deemed approved by the Director then LCRA shall incorporate within the Redevelopment Contract a contractor utilization plan which provides for goals established pursuant to Section 3-431 of the City Ordinance.

XIII. Required Reporting for Redevelopers.

All contractors and Redevelopers with a contractor utilization plan shall provide any and all information required by the Director in a format prescribed by the Director in such intervals as the Director may determine.

XIV. Mediation of Disputes.

Notwithstanding anything to the contrary in the City Ordinance, for Incentive Projects any arbitration or mediation between the prime contractor or Redeveloper and the M/WBE firm shall be in accordance with the arbitration or mediation provisions, as applicable, contained in the contract between the prime contractor or Redeveloper and the M/WBE firm. The provision shall not serve to inhibit the Director's ability to assist the prime contractor or Redeveloper and the MBE/WBE firm in reaching a compromise in matters of dispute.

XV. Severability.

The provisions of this Policy are severable. If any provision or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remaining provisions, including the application of such provisions to other persons or circumstances, shall continue in full force and effect.

XVI. Redeveloper Compliance with the Policy.

Redeveloper seeking taxing incentives from LCRA shall meet with the LCRA Executive Director or a designee to review the terms and conditions for compliance with this Policy and to receive goals for the Incentive Project based upon a proposed budget. Prior to the LCRA hearing on a proposed Incentive Project, the Redeveloper shall execute an Affidavit of Intent to Comply (**Exhibit A-1**), which acknowledges the terms and conditions of compliance with the Policy and the Redeveloper's commitment to comply, and the Scope of Services Budget (**Exhibit A-2**).

Once the Redeveloper begins contracting for Professional Services, the Redeveloper shall submit to HRD and LCRA's designee a contractor utilization plan for Professional Services (**Exhibit A-5**) identifying the MBE/WBEs to be utilized on the Incentive Project. HRD will

verify the MBE/WBE participation proposed to be used for Professional Services and issue a contractor utilization plan approval form if the Redeveloper's Professional Services contractor utilization plan proposes to meet or exceed the goals. If the Professional Services contractor utilization plan proposes utilization of MBE/WBEs in contracting lower than the assigned goals for the Incentive Project, then HRD will conduct a good faith effort review of the process the Redeveloper undertook to engage MBE/WBEs in the Professional Services contracting. HRD shall advise LCRA of its determination as to whether or not a Redeveloper exerted good faith efforts to engage MBE/WBEs in the contracting for Professional Services.

Prior to a Redeveloper contracting for Construction Services, the Redeveloper shall submit to HRD representative and the LCRA's designee a proposed contractor utilization plan for Construction Services (**Exhibit A-3**) identifying the MBE/WBEs to be utilized on the Development Project and/or public improvement. HRD will verify the MBE/WBE participation proposed to be used for Construction Services and issue a contractor utilization plan approval form if the Redeveloper's Construction Services contractor utilization plan proposes to meet or exceed the goals. If the Construction Services contractor utilization plan proposes utilization of MBE/WBEs in contracting lower than the assigned goals for the Project or the public improvement, then HRD will conduct a good faith effort review of the process the Redeveloper undertook to engage MBE/WBEs in the Construction Services contracting. HRD shall advise the LCRA of its determination as to whether or not a Redeveloper exerted good faith efforts to engage MBE/WBEs in the contracting for Construction Services.

XVII. Reporting Requirements

The Redeveloper shall submit monthly reports of the Professional Services and Construction Services expenditures to MBE/WBEs once payments begin for those services and provide monthly reports of workforce hours once construction workers begin work on the Incentive Project. Monthly reports are due by the 15th of the month for the previous month's activity during the duration of the project. The Professional Services and Construction Services expenditure reports should be accompanied by proof of payments with copies of cancelled checks, invoices, lien waivers, affidavits of payments, or other documentation that would verify payment of the expenditures identified in the monthly reports. Monthly reports and supporting payment shall be submitted to HRD with a copy of the same to the LCRA designee.

XVIII. Monitoring

The LCRA designee shall report monthly to the LCRA Board of Commissioners the status of the Redeveloper compliance with this Policy in the development of the Incentive Project. HRD and/or the LCRA designee shall conduct periodic site inspections of the Incentive Project to confirm the utilization of MBE/WBEs reported as being contracted to perform services for the Incentive Project and to observe the presence of the minority and women workforce being reported in the workforce reports. Notice of the intent to visit the site shall be provided to the Redeveloper or its agent in writing 24 hours in advance. Reports of those site inspections will be made to the LCRA Board of Commissioners as they are conducted.

XIX. Certified Minority and Women Business Enterprises

The implementation of an Affirmative Action Policy by the City of Kansas City, Missouri and LCRA is done to ensure the participation of minority and women owned businesses in the development of and construction of Incentive Projects seeking taxing incentives. To ensure that Redevelopers utilize legitimate MBE/WBEs, the City of Kansas City, Missouri has a certification program which verifies that a company is owned and controlled by a bona fide minority or woman. Any person and/or company not certified by HRD shall not be regarded as an MBE or WBE for purposes of compliance with this program.

HRD maintains a database of certified MBE/WBEs located on HRD website <http://www.kcmo.org/humrel.nsf/web/directoryaccess?opendocument>. This database is updated on a regular basis as businesses are certified and as their certifications expire. Redevelopers and/or Contractors should refer to this database to confirm that a contractor/vendor is certified as a MBE/WBE to be counted towards MBE/WBE utilization in contracting.

XX. Appeal Process

Appeals as to determinations whether a Redeveloper exerted good faith efforts to meet the goals established pursuant to the City Ordinance shall be made to the applicable Board pursuant to Sections 3-450 and 3-453, respectively, of the City Ordinance. The Redeveloper bears the burden of proof to demonstrate compliance with the terms and conditions of this Policy.

BIBLIOGRAPHY

The Affirmative Action Policy is not intended to be a comprehensive restatement of the City Ordinance. Reference is made to the City of Kansas City, Missouri, Code of Ordinances, Chapter 3, Article IV, Divisions 1-3, Sections 3-401 through 3-600, and any related rules and regulations, as may be amended.

**LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI**

PROCEDURES

The procedures outlined below are designed to provide maximum opportunities for Minority Business Enterprises (“MBE”) and Women Business Enterprises (“WBE”) to bid and participate on projects carried out by redevelopers approved by the Land Clearance for Redevelopment Authority of Kansas City, Missouri (the “LCRA”).

These procedures have been prepared in an effort to encourage redevelopers and general contractors to use MBE/WBE businesses. Goals for MBE/WBE business participation will be established for professional service contracts and construction contracts as described in Article V of the LCRA’s Affirmative Action Policy. The LCRA will not provide any approved tax incentives to a redeveloper, including the issuance of a tax abatement certificate, until the redeveloper provides to the LCRA an approved Contractor Utilization Plan (CUP) for incorporation into the redevelopment contract.

Step I – Preliminary Conference

Within a reasonable time after the LCRA has identified a potential redeveloper, the LCRA will schedule a preliminary conference, which will be an overall informational review of the proposed project and the LCRA’s policies and procedures, including the LCRA’s Affirmative Action Policy.

The LCRA will provide to the redeveloper a packet of information and forms to acquaint the redeveloper with the LCRA’s Affirmative Action Policy. The LCRA’s failure to provide the LCRA’s Affirmative Action Policy, however, shall not affect the redeveloper’s obligation to submit and follow an Affirmative Action Plan (AAP).

Equal Opportunity Requirements

1. Before the LCRA Board of Commissioners (the “LCRA Board”) selects a redeveloper for the proposed project, each redeveloper is required to complete an Affirmative Action Plan and submit it to LCRA for review by HRD and the applicable Board. The Affirmative Action Plan is to be completed based upon the information available to the redeveloper at the time of its completion.
2. Pre-Award Commitments. It is the responsibility of the redeveloper to inform the LCRA, in writing, of any pre-award commitments to professional service providers, contractors or suppliers.
3. The redeveloper’s Affirmative Action Information Packet (Exhibit A) will include the following materials and forms:
 - a. Affidavit of Intent (Exhibit A-1)

- b. Budget Template (Exhibit A-2)
- c. Contractor Utilization Plan/Request for Waiver (Exhibit A-3)
- d. Letter of Intent to Subcontract (Exhibit A-4)
- e. Professional Services Utilization Plan (Exhibit A-5) (same as A-3)
- f. LCRA Board Resolution No. 6-7 -19 (Exhibit A-6)
- g. LCRA Board Resolution No. 5-01-09 – Workforce Policy (Exhibit A-7)
- h. MBE/WBE Resource Agencies (Exhibit A-8)
- i. Request for Modification or Substitution for Development Agreements (Exhibit A-9)
- j. Developer Affidavit for Final Close-Out (Exhibit A-10)
- k. Subcontractor Affidavit for Final Payment (Exhibit A-11)

Step II – Developer Submission for Board Approval of Redevelopment Plan

1. Prior to LCRA approval of contract with the selected redeveloper for the proposed project, the redeveloper shall submit all affirmative action documents for staff review and for the Director of Human Relations and the applicable Board to establish MBE/WBE Goals for the Redevelopment Project.
2. The LCRA staff will report on the redeveloper's Affirmative Action Plan at or before the time the LCRA Board considers and approves a Redevelopment Contract with the redeveloper for the proposed project. The redeveloper's Affirmative Action Plan shall identify MBE/WBE participants in the pre-construction phase of the project and the areas of MBE/WBE participation.

Step III – General Contractor Selection

1. When advised by the redeveloper that a general contractor has been selected, the LCRA staff will meet with the redeveloper and general contractor to explain the LCRA's Affirmative Action requirements. This meeting should occur as early as possible in the LCRA approval process.

Step IV – Pre-Bid Conference

Within a reasonable time before construction begins, the redeveloper and contractor will meet with HRD to finalize their Contractor Utilization Plan and provide a copy of the CUP to LCRA staff.

Step V – Bid Procedure

The redeveloper will inform the LCRA, in writing, of any pre-award commitments to contractors or suppliers.

The General Contractor will send notices to one or more of the MBE/WBE resource agencies (list included in this packet) by registered mail (return receipt requested), fax log, or verified e-mail inviting bids from their membership as well as companies certified by the City of Kansas City, Missouri (kcmo.gov). This agency should be provided copies of the registered mail receipts and notices. Notices must go out at least two weeks before bids are due.

The General Contractor should submit two (2) sets of plans and specifications to the MBE/WBE resource agencies for their membership to review.

This agency should be provided documentation of follow-up telephone calls to the resource agencies or to individual contractors after notices have been sent.

Step VI – Monitoring

1. During the construction of the project, HRD will monitor the project to ensure the Contractor Utilization Plan goals are being attained or, in the absence of achieving the goals, a Good Faith Effort is made to achieve the goals. The redeveloper must report monthly on the 15th of each month on the HRD's online reporting system (B2GNow) and HRD will provide a monthly report to the LCRA. By submitting such reports to HRD the redeveloper represents that the information contained therein is accurate and fully describes the redeveloper's progress toward fulfilling the affirmative action goals under the Contractor Utilization Plan. The LCRA may at any reasonable time review and inspect the redeveloper's records to verify information contained in the redeveloper's annual report.
2. Upon close out by HRD, HRD or its contracted designee shall no longer monitor the project.

EXHIBIT A

**LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI**

**REDEVELOPER'S AFFIRMATIVE ACTION
INFORMATION PACKET**

EXHIBIT A-1

TO: All LCRA Applicants/Redevelopers
FROM: Greg Flisram, Executive Director
RE: Affirmative Action Process

Enclosed in this packet you will find information and materials needed to satisfy the affirmative action policy of the Land Clearance for Redevelopment Authority of Kansas City, Missouri (the "LCRA").

The goals for MBE/WBE business participation apply to professional services and consultants, as well as construction contractors and suppliers. To receive participation credit, a MBE/WBE business must be certified by the City of Kansas City Human Relations Department ("HRD").

All redevelopers, general contractors and subcontractors shall make good faith efforts to accomplish the minimum goals established for each project and shall cooperate with the LCRA and the HRD in preparing their affirmative action plans and certifying the levels of employment accomplished under that plan.

All redevelopers, prior to approval of their redevelopment contract by the LCRA, are required to complete and submit to this agency an Affirmative Action Plan ("AAP"). Also, redevelopers must inform this agency, in writing, of any pre-award commitments or suppliers.

Based on this information and a proposed timetable of actions to accomplish the intent of the LCRA's affirmative action policy, the LCRA and the redeveloper will develop a preliminary schedule for affirmative action performance and reviews.

Before LCRA approval of any redevelopment contract, the redeveloper and general contractor will meet with the LCRA staff to discuss their AAP and monitoring of the project. During the planning, design and construction of the project, the LCRA, or the HRD, will monitor the project to ensure that affirmative action goals are being attained, or that a good faith effort is made to achieve the goals. It is the responsibility of the selected redeveloper to implement the affirmative action policy goals for professional services and consultants, to provide this information to the general contractors, and to assist the general contractor in maintaining MBE/WBE participation and minority and women construction employment participation during the construction process.

The information requested in the enclosed materials is required for all projects assisted by the LCRA. Please do not hesitate to contact this office if you have any questions or need assistance in any way. We are looking forward to working with you on this project.

Nothing in this Affirmative Action Information Packet, or in the Affirmative Action Policy of the LCRA relieves redevelopers and/or other parties participating in LCRA projects from any other local, state or federal laws or regulations. It is the obligation of all redevelopers and/or other parties participating in LCRA projects to comply with all such laws and regulations; and, failure to do so may be deemed by the LCRA Board of Commissioners to be a default of the parties' contractual obligation to the LCRA.

Enclosures

EXHIBIT A-1

Affidavit of Intent

Affidavit of Intent to Comply with Affirmative Action Policy

I, _____, member/manager/president/agent of _____,
a _____ corporation/limited liability company/limited partnership (the "Developer"), in connection with
the Developer's proposal or application to develop the following project _____

("Project") in accordance with the _____ Urban Renewal Plan, as amended (the
"Plan"), of the Land Clearance for Redevelopment Authority of Kansas City, Missouri ("LCRA"), hereby certify that:

1. The Developer has received a copy and reviewed the terms and conditions of the Affirmative Action Policy, (the "Policy") of the LCRA and has had an opportunity to discuss and ask questions of the staff of the LCRA and the Human Relations Department of the City of Kansas City, Missouri with respect to the Policy.

2. The Developer understands that Minority/Women Business Enterprise ("MBE/WBE") goals for participation in the development and construction of the Project will be assigned to the Project by the Fairness in Construction Board and the Fairness in Professional Services and Goods Board (each a "Board" or collectively "Boards", as applicable) as provided in the Policy and Ordinance No. 18535 As Further Further Amended dated October 25, 2018, as may be amended ("City Ordinance").

3. The Developer agrees to (i) comply with all record keeping and reporting requirements referenced in the Policy, as such requirements may change from time to time, (ii) contractually require each contractor, subcontractor and assignee of the Developer to comply with the Policy, and (iii) enforce such contractual provisions.

4. The Developer agrees to (i) exert a good faith effort, as determined by the Boards, to meet such goals, (ii) contractually require each contractor, subcontractor and assignee of the Developer to exert a good faith effort to meet the goals, and (iii) enforce such contractual provisions.

5. The Developer acknowledges and agrees that if a Board finds, after due notice and hearing, that the Developer has not made a good faith effort to meet the goals set forth in the Policy, the LCRA may pursue any available remedy for a breach under the Redevelopment Contract between the LCRA and the Developer, including, without limitation, liquidated damages, as set forth in the Policy.

6. The undersigned has delivered this Affidavit of Intent to Comply with the terms and conditions of the Policy in consideration of the LCRA's review and consideration of the Developer's Project proposal or application.

IN WITNESS WHEREOF, the undersigned has executed this Affidavit as of _____, 20__.

DEVELOPER:

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this ____ day of _____, 20__.

Notary Public
Print Name: _____

My Commission Expires: _____

EXHIBIT A-2

SCOPE OF SERVICES BUDGET

[illegible]

SCOPE OF SERVICES BUDGET

Project Name:										Date Submitted:
The scopes of work and dollar amounts listed on this MBE/WBE Contract Goal Request are using internal estimates only for the purpose of analyzing the availability and capacity of MWBEs to set appropriate target goals. Nothing contained within this form should be used to limit, restrict or mandate MWBE participation in particular scopes of work for responding to formal solicitations, including, but not limited to, invitations for bids and requests for proposals.										
CONSTRUCTION SERVICES	Estimated Cost	Developer MBE Utilization Recommendation	Developer Recommended MBE %	Developer WBE Utilization Recommendation	Developer Recommended WBE %	HRD MBE Utilization Recommendation	HRD Recommended MBE %	HRD WBE Utilization Recommendation	HRD Recommended WBE %	Comments/Remarks
SITEWORK	\$ -	-	0%	\$ -	0%	\$ -	0%	\$ -	0%	
Environmental Remediation			0%		0%		0%		0%	
Building Demolition			0%		0%		0%		0%	
Site Demolition			0%		0%		0%		0%	
Excavation			0%		0%		0%		0%	
Utility Relocations			0%		0%		0%		0%	
Traffic Signals/Streetlighting			0%		0%		0%		0%	
Site Clearing/Grading			0%		0%		0%		0%	
Soil & Trench Treatment			0%		0%		0%		0%	
Trucking/Hauling			0%		0%		0%		0%	
Property Fencing			0%		0%		0%		0%	
Signage Installation			0%		0%		0%		0%	
Landscape Installation			0%		0%		0%		0%	
Streetscape			0%		0%		0%		0%	
Erosion Control			0%		0%		0%		0%	
Irrigation			0%		0%		0%		0%	
Shoring			0%		0%		0%		0%	
Off-Site Improvements			0%		0%		0%		0%	
Retaining Wall			0%		0%		0%		0%	
Site Amenities			0%		0%		0%		0%	
Concrete Materials			0%		0%		0%		0%	
Pre-Cast Concrete			0%		0%		0%		0%	
Pre-Cast Erection			0%		0%		0%		0%	
Concrete Foundations			0%		0%		0%		0%	
Concrete Pumping/Pouring			0%		0%		0%		0%	
Curbs and Gutters			0%		0%		0%		0%	
Cast in Place Concrete Planters			0%		0%		0%		0%	
Concrete Elevated Decks			0%		0%		0%		0%	
Concrete Deck Reinforcing			0%		0%		0%		0%	
Drilled Pier Reinforcing			0%		0%		0%		0%	
Sidewalks			0%		0%		0%		0%	
Asphalt Paving & Base			0%		0%		0%		0%	
Pavement Striping and Marking			0%		0%		0%		0%	
Storm Drainage			0%		0%		0%		0%	
Sanitary Sewer			0%		0%		0%		0%	
Structural Steel			0%		0%		0%		0%	
Steel Fabrication			0%		0%		0%		0%	
Brick Masonry			0%		0%		0%		0%	
Painting			0%		0%		0%		0%	
Wood Framing/Materials			0%		0%		0%		0%	
Millwork/Materials			0%		0%		0%		0%	
Gutters & Downspouts			0%		0%		0%		0%	
Mechanical			0%		0%		0%		0%	
Electrical High Voltage			0%		0%		0%		0%	
Electrical Low Voltage			0%		0%		0%		0%	
Electrical Supplies			0%		0%		0%		0%	
Carpentry			0%		0%		0%		0%	
Carpentry Rough/Framing			0%		0%		0%		0%	
Cabinets and Vanities			0%		0%		0%		0%	
Doors & Frame Hardware			0%		0%		0%		0%	
Coiling Doors & Fire Shutters			0%		0%		0%		0%	
Stairs & Rails			0%		0%		0%		0%	
Finishes			0%		0%		0%		0%	
Moisture Protection			0%		0%		0%		0%	
Elevators			0%		0%		0%		0%	
Glass & Glazing			0%		0%		0%		0%	
Sheetrock/Materials			0%		0%		0%		0%	
Drywall Tape & Finish			0%		0%					

SCOPE OF SERVICES BUDGET

Audio/Visual Equipment			0%		0%		0%		0%	
Audio/Visual Equip Install			0%		0%		0%		0%	
Security Equipment			0%		0%		0%		0%	
Other			0%		0%		0%		0%	
Other			0%		0%		0%		0%	
Other			0%		0%		0%		0%	
Other			0%		0%		0%		0%	
Other			0%		0%		0%		0%	
Other			0%		0%		0%		0%	
CONTINGENCY			0%		0%		0%		0%	
CONTRACTOR GENERAL CONDITIONS			0%		0%		0%		0%	
CONTRACTOR FEE			0%		0%		0%		0%	
Utilities			0%		0%		0%		0%	
Performance & Payment Bonds			0%		0%		0%		0%	
Building Permits			0%		0%		0%		0%	
Builder's Risk Insurance			0%		0%		0%		0%	
Maintenance Bonds for Public Works			0%		0%		0%		0%	
Advertising			0%		0%		0%		0%	
Other:			0%		0%		0%		0%	
Other:			0%		0%		0%		0%	
Total Construction Costs	\$	-	\$	-	#DIV/0!	\$	-	#DIV/0!	\$	-

EXHIBIT A-3

CONTRACTOR UTILIZATION PLAN/REQUEST FOR WAIVER

Project Number _____

Project Title _____

(Department Project) Department

(Bidder/Proposer)

STATE OF _____)
) ss
COUNTY OF _____)

I, _____, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE submittal requirements on the above project and the MBE/WBE Program and is given on behalf of the Bidder/Proposer listed below. It sets out the Bidder/Proposer's plan to utilize MBE and/or WBE contractors on the project.
2. The project target goals are _____ % MBE and _____ % WBE.
3. Bidder/Proposer assures that it will utilize a minimum of the following percentages of MBE/WBE participation in the above project:
 - a. **BIDDER/PROPOSER PARTICIPATION:** _____ % MBE _____ % WBE
 - b. **POST-BID/POST-RFP ESTIMATED BUDGET:** \$_____
4. The following are the M/WBE subcontractors whose utilization Bidder/Proposer warrants will meet or exceed the above-listed Bidder/Proposer Participation. Bidder/Proposer warrants that it will utilize the M/WBE subcontractors to provide the goods/services described in the applicable Letter(s) of Intent to Subcontract, copies of which shall collectively be deemed incorporated herein). *(All firms **must currently** be certified by Kansas City, Missouri)*
 - a. Name of M/WBE Firm _____

Address _____
Telephone No. _____
I.R.S. No. _____

b. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

c. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

d. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

e. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

f. Name of M/WBE Firm _____
Address _____
Telephone No. _____
I.R.S. No. _____

(List additional M/WBEs, if any, on additional page and attach to this form)

4. The following is a breakdown of the percentage of the total contract amount that Bidder/Proposer agrees to pay to each listed M/WBE:

MBE/WBE BREAKDOWN SHEET

MBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL MBE \$ / TOTAL MBE %: \$ _____ %

WBE FIRMS:

Name of MBE Firm	Supplier/Broker/Contractor	Subcontract Amount*	Weighted Value**	% of Total Contract

TOTAL MBE \$ / TOTAL MBE %: \$ _____ %

*“Subcontract Amount” refers to the dollar amount that Bidder/Proposer has agreed to pay each M/WBE subcontractor as of the date of contracting and is indicated here solely for the purpose of calculating the percentage that this sum represents in proportion to the total contract amount. Any contract amendments and/or change orders changing the total contract amount may alter the amount due an M/WBE under their subcontract for purposes of meeting or exceeding the Bidder/Proposer participation.

**“Weighted Value” means the portion of the subcontract amount that will be credited towards meeting the Bidder/Proposer participation. See HRD Forms and Instructions for allowable credit and special instructions for suppliers.

- Bidder/Proposer acknowledges that the monetary amount to be paid each listed M/WBE for their work, and which is approved herein, is an amount corresponding to the percentage of the total contract amount allocable to each listed M/WBE as calculated in the MBE/WBE

Breakdown Sheet. Bidder/Proposer further acknowledges that this amount may be higher than the subcontract amount listed therein as change orders and/or amendments changing the total contract amount may correspondingly increase the amount of compensation due an M/WBE for purposes of meeting or exceeding the Bidder/Proposer participation

6. Bidder/Proposer acknowledges that it is responsible for considering the effect that any change orders and/or amendments changing the total contract amount may have on its ability to meet or exceed the Bidder/Proposer participation. Bidder/Proposer further acknowledges that it is responsible for submitting a Request for Modification or Substitution if it will be unable to meet or exceed the Bidder/Proposer participation set forth herein.
7. If Bidder/Proposer has not achieved both the M/WBE goal(s) set for this Project, Bidder/Proposer hereby requests a waiver of the MBE and/or WBE goal(s) that Bidder/Proposer has failed to achieve
8. Bidder/Proposer will present documentation of its good faith efforts, a narrative summary detailing its efforts and the reasons its efforts were unsuccessful when requested by the City.
9. I hereby certify that I am authorized to make this Affidavit on behalf of the Bidder/Proposer named below and who shall abide by the terms set forth herein:

Bidder/Proposer primary contact: _____

Address: _____

Phone Number: _____

Facsimile number: _____

E-mail Address: _____

By: _____

Title: _____

Date: _____

(Attach corporate seal if applicable)

Subscribed and sworn to before me this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public



EXHIBIT A-4

Letter of Intent to Subcontract

LETTER OF INTENT TO SUBCONTRACT

Project Name/Title _____
Project Location/Number _____

_____ (“Prime Contractor”) agrees to enter into a contractual agreement with _____ (“M/W/DBE/Section 3 Subcontractor”), who will provide the following goods/services in connection with the above-referenced contract: (Insert a brief narrative describing the goods/services to be provided. Broad categorizations (e.g., “electrical,” “plumbing,” etc.) or the listing of the NAICS Codes in which M/W/DBE Subcontractor is certified are insufficient and may result in this Letter of Intent to Subcontract not being accepted.)

for an estimated amount of \$ _____ (or _____ %) of the total estimated contract value.

M/W/DBE Subcontractor is, to the best of Prime Contractor’s knowledge, currently certified with the City of Kansas City’s Human Relations Department to perform in the capacities indicated herein. Prime Contractor agrees to utilize M/W/DBE Subcontractor in the capacities indicated herein, and M/W/DBE Subcontractor agrees to work on the above-referenced contract in the capacities indicated herein, contingent upon award of the contract to Prime Contractor.

This section is to be completed by the M/W/DBE subcontractor listed above. Please state specifically if there are no subcontracts intended for the above scopes of work. Please attach additional sheets for more than one intended sub-tier contract.

IMPORTANT: Please note that falsification of this document will result in denial and other remedies available under the City Code.

The M/W/DBE Subcontractor is subcontracting certain portions of the above stated scope of work to:

(1) Company Name: _____
Address: _____
Primary Contact: _____

a) This subcontractor **is/is not** an M/W/DBE certified with the City of Kansas City, Missouri (circle one).

- NOTE 1: If this subcontractor **is** an M/W/DBE certified with the City of Kansas City, Missouri, a separate Letter of Intent must be attached to this document.
- NOTE 2: If this subcontractor **is not** a certified M/W/DBE certified with the City of Kansas City, Missouri, the firm must still be listed for reporting purposes, but no corresponding Letter of Intent is required.
-

b) Scope of work to be performed: _____

c) The dollar value of the agreement is: _____

d) Date of the contractual agreement (if applicable): _____

PRIME CONTRACTOR:

Signature: Prime Contractor

Print Name

Title

Date

State of _____)
County of _____) SS.

I, _____, state that the above and foregoing is based on my best knowledge and belief.

Name & Title

Subscribed and sworn to before me, a notary public, on this _____ day of _____, 20____.

My Commission Expires:

Notary Public

M/W/DBE SUBCONTRACTOR:

Signature: M/W/DBE Subcontractor

Print Name

Title

Date

State of _____)
County of _____) SS.

I, _____, state that the above and foregoing is based on my best knowledge and belief.

Name & Title

Subscribed and sworn to before me, a notary public, on this _____ day of _____, 20____.

My Commission Expires:

Notary Public

EXHIBIT A-5

Contractor Utilization Plan for Professional Services

(Land Clearance for Redevelopment Authority)

(Redeveloper)

State of _____)

County of _____)

Comes now _____, of lawful age and being duly sworn upon his/her oath, states as follows:

5. I am the _____ (position) of Redeveloper and am authorized to make this statement on its behalf. This affidavit is for the purpose of complying with the LCRA's Affirmative Action Policy requirements for utilization of Minority/Women Business Enterprises (MBE/WBE), as MBE's and WBE's are defined by the LCRA's Affirmative Action Policy, for professional services.
6. The Redeveloper acknowledges and agrees that the aggregate amount it intends to spend on professional services in connection with the implementation of the above-mentioned project is \$_____.
7. The Human Relations Department has established and the Redeveloper that agrees there should be a minimum of _____ percent (____%) Minority Business Enterprise (MBE) and _____ percent (____%) Women's Business Enterprise (WBE) professional services participation in the above-named project.
8. In order to meet the Goals for professional services, the following is a true and accurate list of the professional services providers, regardless of tier, with whom Redeveloper intends to contract:
 - a. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
Race, ethnic origin, or gender: _____
Area/Scope of Work: _____
Dollar Amount: _____

DATE _____
INITIALS _____

- b. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
Race, ethnic origin, or gender: _____
Area/Scope of Work: _____
Dollar Amount: _____
- c. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
Race, ethnic origin, or gender: _____
Area/Scope of Work: _____
Dollar Amount: _____
- d. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
Race, ethnic origin, or gender: _____
Area/Scope of Work: _____
Dollar Amount: _____
- e. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
Race, ethnic origin, or gender: _____
Area/Scope of Work: _____
Dollar Amount: _____
- f. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
Race, ethnic origin, or gender: _____
Area/Scope of Work: _____
Dollar Amount: _____

DATE _____
INITIALS _____

g. Name of M/WBE Company: _____
Address: _____
Phone Number: _____
Contact Person: _____
Race, ethnic origin, or gender: _____
Area/Scope of Work: _____
Dollar Amount _____

DATE _____
INITIALS _____

Estimated Budget: \$ _____

Proposed MBE/WBE Utilization:

MBE: \$ _____ %

WBE: \$ _____ %

DEVELOPER

By: _____

Name: _____

Subscribed and sworn to before me, a Notary Public, this ____ day of _____, 20__.

Notary Public

My Commission expires:

DATE _____
INITIALS _____

EXHIBIT A-6

LCRA Board Resolution No. 6-7-19

RESOLUTION NO. 6-7-19

RESOLUTION OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI ADOPTING AN AMENDED AND UPDATED AFFIRMATIVE ACTION POLICY; AND AUTHORIZING RELATED ACTIONS.

WHEREAS, the Land Clearance for Redevelopment Authority of Kansas City, Missouri (“Authority”) is a public body corporate and politic created by the Land Clearance for Redevelopment Authority Law, Section 99.300, et seq., RSMo (“LCRA Act”), is transacting business and exercising the powers granted by the LCRA Act by virtue of Committee Substitute for Ordinance No. 16120, duly passed by the City Council (“City Council”) of the City of Kansas City, Missouri (“City”), on November 21, 1952; and

WHEREAS, the Board of Commissioners of the Authority (“Board”) adopted its Affirmative Action Policy on August 30, 1978, as amended from time to time, including most recently on April 23, 2008 by Resolution No. 4-01-08 (“Affirmative Action Policy”), which is intended to secure equal opportunities and maximize the participation of certified minority and women business enterprises (“MBE/WBEs”) in providing professional and construction services contracted for by the Authority and redevelopers under contract with the Authority; and

WHEREAS, based upon the results and recommendations of a disparity study dated October 1, 1994, the City enacted its Minority and Women Business Enterprise Program (“M/WBE Program”) in 1996 to encourage utilization of small business enterprises owned and controlled by minority, women, and disadvantaged individuals on City contracts. The City commissioned new disparity studies in 2006 and 2016; and

WHEREAS, the City Council, in consideration of the most recent disparity study and other evidence, concluded that compelling evidence exists of the need to continue implementation of the M/WBE Program to remedy the on-going impact of discrimination against MBE/WBEs seeking to participate in the City’s procurement process, and adopted Ordinance No. 18535 As Further Further Amended on October 25, 2018 (“City Ordinance”) amending and updating the M/WBE Program as codified in the City Code of General Ordinances Chapter 3, Article IV, Divisions 1-3, Sections 3-401 through 3-600, and any related rules and regulations, as may be amended; and

WHEREAS, it is the policy of the Authority to require redevelopers and their contractors to make a good faith effort to accomplish the affirmative action goals as established by the M/WBE Program and the City Ordinance. It is the obligation and responsibility of the selected redeveloper to perform in a good faith effort throughout the redevelopment process; and

WHEREAS, included as an exhibit to the Affirmative Action Policy is the Authority's separate but related Workforce Policy adopted by Resolution No. 5-01-09 dated May 27, 2009; and

WHEREAS, pursuant to the City Ordinance, the Authority desires to amend and update its Affirmative Action Policy as provided in the attached Exhibit A.

BE IT RESOLVED BY THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI:

Section 1. In accordance with the City Ordinance, the Authority hereby approves and adopts the Affirmative Action Policy in substantially the form attached hereto as Exhibit A.

Section 2. Each of the Chairman, the Vice Chairman, the Executive Director, and the Secretary is authorized and directed to carry out and implement the intent of this Resolution.

Section 3. This Resolution shall be effective immediately.

ADOPTED by the Land Clearance for Redevelopment Authority of Kansas City, Missouri this 19th day of June, 2019.

LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI

By: /s/ _____
Steven D. Hamilton, Chairman

ATTEST:

/s/ _____
Greg Flisram, Secretary

Exhibit A

[Amended and updated Affirmative Action Policy June 19, 2019]

EXHIBIT A-7

LCRA Resolution No. 5-01-09 – Workforce Policy Resolution No. 5-01-09

RESOLUTION OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI (“AUTHORITY”) AMENDING THE AUTHORITY’S AFFIRMATIVE ACTION POLICY TO ESTABLISH A CONSTRUCTION EMPLOYMENT PROGRAM THAT SETS GOALS FOR UTILIZATION OF MINORITY, WOMEN AND RESIDENT WORKERS ON CONSTRUCTION PROJECTS, ESTABLISHING AN EFFECTIVE DATE, AND AUTHORIZING ACTIONS RELATED THERETO.

WHEREAS, on August 30, 1978, the Authority’s Board of Commissioners adopted the Authority’s Affirmative Action Policy, as amended from time to time (“Affirmative Action Policy”).

WHEREAS, on April 26, 2007, the City Council of the City of Kansas City, Missouri adopted Committee Substitute for Ordinance No. 070504, As Amended, which established a construction employment program that sets goals for utilization of minority, women and resident workers on construction projects (“City Workforce Ordinance”).

WHEREAS, the City Workforce Ordinance became effective July 1, 2007.

WHEREAS, on April 23, 2008, the Authority’s Board of Commissioners amended the Affirmative Action Policy by its adoption of Resolution 4-01-08 (“Amendment”), which, among other things, updated the Authority’s goals for MBE/WBE business participation and Section 7 of the Amendment approved and established construction workforce goals.

WHEREAS, as requested by the City, the Authority desires to further amend the Affirmative Action Policy by modifying Section 7 of the Amendment to include the terms and conditions of the construction employment program (“Construction Employment Program”) in substantially the same form as the City Workforce Ordinance. The amendment to the Authority’s construction workforce goals shall be referred to as the “LCRA Workforce Policy”.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Land Clearance for Redevelopment Authority of Kansas City, Missouri, as follows:

1. The Authority’s Affirmative Action Policy is amended to include the terms and conditions of the Construction Employment Program in substantially the same form as the City Workforce Ordinance and as more specifically set forth as the LCRA Workforce Policy in this Resolution. The Authority shall adhere to the requirements set forth herein and shall contractually require its Redevelopers to do the following:

- (1) meet or exert good faith efforts to meet the goals established by the Human Relations Department of the City and, if necessary, any adjustments required by the Construction Workforce Board,

- (2) comply or exert good faith efforts to comply with the Construction Employment Goals approved by the Human Relations Department of the City and the Authority,
- (3) comply with all reporting requirements set forth in this LCRA Workforce Policy, and
- (4) contractually require each Construction Contractor to comply with this LCRA Workforce Policy and to enforce such contractual provisions.

2. Definitions applicable to the LCRA Workforce Policy.

Apprentice means person of legal working age who has entered into a program for training and employment to learn a skilled construction trade.

Apprenticeship Program means a program approved by the Bureau of Apprenticeship Training providing for no less than 2,000 hours of reasonably continuous employment and for participation in an approved schedule of work experience through employment, which shall be supplemented by a minimum of 144 hours per year of related instruction.

Authority means the Land Clearance for Redevelopment Authority of Kansas City, Missouri.

City means the City of Kansas City, Missouri.

City Council means the governing body of the City.

Compliance Officer means the Authority's staff member assigned to monitor a Construction Contractor's compliance with this LCRA Workforce Policy.

Construction Contract means a contract between a Redeveloper and a Construction Contractor for construction of a Construction Project estimated by the Authority prior to solicitation of construction bids as requiring more than 800 construction labor hours and with an estimated cost that exceeds \$324,000.00 (as may be adjusted annually by the City) for the construction, reconstruction, improvement, enlargement or alteration of any fixed work for which the Authority has granted tax abatement, or in which any portion of the Construction Contract is paid for out of City funds, tax increment financing, or funds administered by the City or the Authority pursuant to a federal or state grant, including, but not limited to any building, road, street, public utility or other public facility, regardless of the Construction Contract's dollar amount, and regardless further of whether the Authority is a signatory to the Construction Contract. For instances where the Authority is acting as a developer, a Construction Contract shall also mean a contract between the Authority and a Construction Contractor for construction of a Construction Project.

Construction Contractor means any individual, partnership, corporation, association or other entity, or any combination of such entities, who or which, regardless of the number of

employees, enters into a Construction Contract with a Redeveloper for construction of a Construction Project as part of a Redevelopment Project.

Construction Employment Goals means the percentages of construction labor hours to be performed by minority and women workers for a Construction Contractor on all construction projects of that Construction Contractor throughout the Kansas City Metropolitan Statistical Area, on a particular Construction Contract, during the construction time period of that Construction Contract unless otherwise waived by the Authority.

Construction Employment Program means the program established by the City by the Workforce Ordinance regarding the recruitment, training, mentoring and retention of employees, including apprentices and journeymen, on Construction Projects.

Construction Hours Affidavit means a statement by a Construction Contractor, verified under oath, setting forth the Construction Contractors intent to meet or exceed the Construction Employment Goals while performing a Construction Contract.

Construction Labor Hour means a sixty-minute period of time devoted by a worker, employed by a contractor or subcontractor, performing labor on a Construction Project job site; or, preparing, fabricating or painting materials or equipment to be used or incorporated on a Construction Project job site.

Construction Project means any project performed by a Construction Contractor in the Kansas City Metropolitan Statistical Area.

Construction Workforce Board means a board created by the City in accordance with the City Workforce Ordinance.

Director means the Director of the Human Relations Department of the City of Kansas City, Missouri or his/her designee, or the person within the City Manager's Office that is assigned to perform the tasks delegated to the Director of the Human Relations Department.

Equal Opportunity Clause means a statement prohibiting discrimination on construction projects based on race, color, sexual orientation, age, gender, national origin, religion, mental or physical disability as proscribed in the Kansas City Code of Ordinances, Chapter 38, Article III, Section 38-132.

Fixed Work means any permanent building or structure to be reconstructed, improved, enlarged or altered under a Construction Contract.

Good Faith Waiver means a waiver that is granted by the Authority based upon a showing by a Construction Contractor that despite undertaking in good faith the actions outlined in this Construction Employment Program, the Construction Contractor was unable to achieve the Minimum Employment Goals.

Incentive Construction Employment Goal means an aspirational goal for company-wide employment of minorities and women intended to encourage Construction Contractors to invest

additional money and resources to hire and retain minorities and women on their workforce in order to achieve participation percentages well in excess of the Minimum Employment goals and the percentage of minorities and women generally available in the workforce by providing public recognition upon the completion of a Construction Contract, to the Construction Contractor who achieves such goal.

Journey person means one who has completed an apprenticeship in a trade or craft and is recognized in the particular trade or craft as a journey person.

Labor Union means any organization which exists, in whole or in part, for the purpose, of collective bargaining; for dealing with employers concerning grievances, terms or conditions of employment; or, for other mutual aid or protection of workers in relation to employment.

LCRA Workforce Policy means the requirements for construction employment under applicable Construction Contracts adopted by the Authority that are consistent with and are in substantially the form of the City's Construction Employment Program.

Metropolitan Statistical Area (MSA) means the seven-county Kansas City metropolitan statistical area as defined by the United States Department of Labor. A map of the MSA is attached to this resolution as Exhibit A.

Minimum Construction Employment Goal means a minimum goal for company-wide employment of minorities and women that a Construction Contractor is expected to endeavor to meet by undertaking in good faith the actions outlined in this Construction Employment Program.

Minority means a person who is a citizen or lawful permanent resident of the United States and who is:

- (1) African American, a person whose origins are in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person; or
- (2) Hispanic American and/or Latino American, a person whose origins are in Mexico, Central or South America, or any of the Spanish speaking islands of the Caribbean, (for example Cuba and Puerto Rico) regardless of race, and who has historically and consistently identified himself or herself as being such a person; or
- (3) Asian and/or Pacific Islander American, a person whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent, and who has historically and consistently identified himself or herself as being such a person; or
- (4) Native American, a person having origins in any of the original peoples of North America, and who maintain tribal affiliation or demonstrate at least

one-quarter descent from such groups, and who has historically and consistently identified himself or herself as being such a person.

Redeveloper means any individual, firm, partnership, corporation, company, association, joint stock association, public or private agency, limited liability company, or other entity that has entered into a Redevelopment Contract for the purpose of undertaking a Redevelopment Project that requires Redeveloper to enter into a Construction Contract with a Construction Contractor as part of such Redevelopment Project.

Redevelopment Contract means a contract between the Authority and Redeveloper pursuant to which a Redeveloper undertakes a Redevelopment Project and a Redeveloper enters into a Construction Contract for construction of a Construction Project as part of a Redevelopment Project.

Redevelopment Project means a project as described in a Redevelopment Contract to be undertaken by a Redeveloper and that requires a Redeveloper to enter into a Construction Contract.

Resident means an individual residing or domiciled within the City.

Woman means a person who is a citizen or lawful permanent resident of the United States and who is a female.

Workforce Preparedness Program means a program approved or certified by the City that actively seeks the participation of minorities and women and provides them with the skills and resources necessary to enter a program for training and employment to learn a skilled construction trade.

3. Purpose of the LCRA Workforce Policy.

(a) The City established the Construction Employment Program for the following purposes:

- (1) Increase recruitment, training, and retention of residents, minorities and women on Construction Contracts and throughout the Kansas City MSA; and
- (2) Prescribe policies and procedures to implement the City's objective in accordance with the Workforce Ordinance; and
- (3) Promote Workforce Preparedness Programs and Apprenticeship Programs to increase the number of skilled minority and women employees in the construction trades with the goal of increasing minority participation in Apprenticeship Programs to 30% by 2011 and female participation in Apprenticeship Programs to 5% by 2011.

- (4) Further the retention of minorities and women in the current workforce by promoting mentoring programs to assist such workers and establishing goals to encourage City Contractors to retain such workers.

(b) The LCRA Workforce Policy shall not be construed as requiring or encouraging a Construction Contractor, or any subcontractor or supplier working in conjunction with the Construction Contractor, to make employment decisions or otherwise alter the terms and conditions of employment based upon race or gender.

(c) The Director may adopt rules and regulations to implement the Construction Employment Program and the Authority is authorized to adopt such rules and regulations as needed.

4. Application of Resolution.

(a) The provisions of this resolution shall apply to all Construction Contracts as defined in this resolution.

(b) The Authority shall adopt any adjustments to the Workforce Ordinance approved by the City Council but only to the extent that any such adjustments are applicable to the Authority.

(c) All Redevelopment Contracts shall require that a Redeveloper include the requirements of the LCRA Workforce Policy in a Construction Contract and that a Redeveloper use good faith efforts to ensure that a Construction Contractor complies with the LCRA Workforce Policy; provided, however, that a Redevelopment Contract that provides exclusively acquisition assistance but that does not provide public financial assistance to a Construction Project shall not be subject to the requirements of the LCRA Workforce Policy.

5. Construction Employment Goals.

(a) Construction Employment Goals, expressed as a percentage of total construction labor hours of a Construction Contractor on all Construction Projects within the Kansas City MSA shall be established by the LCRA Workforce Policy for an initial five-year period, subject to adjustment and renewal by the City Council and the Authority as provided herein. Such goals shall be reviewed annually by the Director in consultation with the Construction Workforce Board and the Director and the Construction Workforce Board shall have the right to recommend to the City Council adjustments as it deems to be in the best interests of the City and its citizenry. The Authority is authorized to adopt any adjusted Construction Employment Goals approved by the City Council as needed.

(b) In establishing the Construction Employment Goals, the City has considered:

- (1) The general population in the City and in the Kansas City Metropolitan Statistical Area (MSA); and

- (2) The general workforce in the City and in the Kansas City Metropolitan Statistical Area (MSA); and
- (3) The availability of minority and women in the workforce in the City and in the Kansas City Metropolitan Statistical Area (MSA); and
- (4) The utilization of minorities and women in the workforce in the City and in the Kansas City Metropolitan Statistical Area (MSA); and
- (5) The projected growth of the Kansas City construction industry; and
- (6) Information from contracting associations, labor organizations, workforce preparedness programs and community groups concerning workforce availability in the commercial marketplace; and
- (7) Any other requirements imposed by federal, state or local laws.

(c) In recommending any adjustments to the Construction Employment Goals, the Director in consultation with the Construction Workforce Board shall consider all of the information described in subsection (b) and any statistical data subsequently gathered regarding the Construction Employment Program.

(d) Construction Employment Goals are established as follows:

- (1) For minorities, an Incentive Construction Employment Goal of 20% and a Minimum Construction Employment Goal of 10%.
- (2) For women, an Incentive Construction Employment Goal of 4% and a Minimum Construction Employment Goal of 2%.

(e) The Construction Employment Goals are not the goals for individual Construction Contracts; they are company-wide goals within the Kansas City MSA for any Construction Contractor performing work on a Construction Contract. Company-wide goals are intended to further the City's and the Authority's interest in promoting greater long-term retention of minorities and women. Both goals shall be based upon minorities and women working sufficient hours to qualify for benefits.

(f) The Construction Employment Goals shall be reviewed on an annual basis by the Director in consultation with the Construction Workforce Board. The Director and the Construction Workforce Board shall present an evaluation to the City Council of the Construction Employment Program every year. Annually, the City Council shall review the Director's and Construction Workforce Board's evaluation of the Construction Employment Program and evaluate whether the Program should be amended. Every five years, the City Council shall evaluate whether the Program should be extended or terminated, but failure to do so shall not invalidate the Workforce Ordinance or any contract or solicitation.

(g) A Redeveloper shall be presumed conclusively to be in compliance with this LCRA Workforce Policy if a Redeveloper makes a good-faith effort to meet the Minimum Employment Goals. In the event that Minimum Construction Employment Goals have not been met, the Redeveloper may request a Good Faith Waiver from the Authority. The Authority shall grant a Good Faith Waiver if the Redeveloper can demonstrate that good-faith efforts have been made to achieve the goals. In determining whether a Redeveloper made a good-faith effort to meet the Minimum Employment Goals, the Director shall consider whether the Redeveloper undertook the following actions during the period beginning with the date the Redeveloper received construction bids and ending on the date that the Redeveloper completed the Redevelopment Project:

- (1) For those Redevelopers that have entered into Construction Contracts with Construction Contractors that are not signatories to a collective bargaining agreement with organized labor:
 - a. Requested in writing the assistance of the Compliance Officer and/or the Director with respect to efforts to promote the utilization of, minorities and women in the workforce and acted upon any such recommendations; and
 - b. If a Construction Contractor hires workers in the ordinary course of business, the Compliance Officer, in consultation and cooperation with the Director, shall determine whether the Construction Contractor 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 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. If a Construction Contractor hires workers in the ordinary course of business, the Compliance Officer, in consultation and cooperation with the Director, shall determine whether the Construction Contractor maintained copies of each advertisement and a log identifying the publication and date of publication; and
 - d. If a Construction Contractor hires workers in the ordinary course of business, the Compliance Officer, in consultation and cooperation with the Director, shall determine whether the Construction Contractor conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organizations, schools with a significant minority student population, and training organizations serving the recruitment area; and

- e. If a Construction Contractor hires workers in the ordinary course of business, the Compliance Officer, in consultation and cooperation with the Director, shall determine whether the Construction Contractor established and maintained and/or obtained from the City or the Authority a current list of resident, minority and women recruitment sources, providing written notifications to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
 - f. If a Construction Contractor hires workers in the ordinary course of business, the Compliance Officer, in consultation and cooperation with the Director, shall determine whether the Construction Contractor maintained a current file for the time period of the 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. Required by written contract all subcontractors to comply with this provision.
 - h. 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.
- (2) For those Redevelopers that have entered into Construction Contracts with Construction 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. For purposes of this LCRA Workforce Policy, a Construction Contractor's support may include, but is not limited to, financial contributions, providing volunteers, or in-kind services or goods; and
 - b. Requested in writing from each Labor Union representing crafts to be employed by the Construction Contractor 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 by the Construction Contractor; 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; and
 - 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. If a Construction Contractor hires workers in the ordinary course of business, the Compliance Officer, in consultation and cooperation with the Director, shall determine whether the Construction Contractor maintained a current file with the name, address, and telephone number of each resident, minority and woman 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; and
 - e. To the extent that the good-faith effort requirements set forth in this section are in conflict with the procedures implemented by the Construction Contractor in order to comply with a competitive bargaining agreement, the Construction Contractor shall substitute other procedures, as may be approved by the Compliance Officer, in consultation and cooperation with the Director, in writing, in order to accomplish the purpose and intent of this section.
- (h) Required by written contract all subcontractors to comply with this provision; and
- (i) Notwithstanding anything contained in this section, if a Good Faith Waiver is required by federal or state or local law, the Compliance Officer, in consultation and cooperation with the Director, shall grant a Good Faith Waiver to a Redeveloper that nonetheless fails to

meet: (a) the minority and women employment goals; and (b) the standards set forth in Section 5 of this resolution.

(j) When a Redeveloper files a request for a Good Faith Waiver, the Compliance Officer, in consultation and cooperation with the Director, shall make a recommendation to the Authority as to whether the request should be approved or denied.

6. Incentive Construction Employment Goals.

The Authority is authorized to provide public recognition to a Redeveloper on a Construction Contract that achieve the minority and female Incentive Construction Employment Goals of the Construction Employment Program.

7. Monitoring and Compliance with Construction Employment Program.

(a) At the time a bid is submitted, the Construction Contractor shall submit a Construction Hours Affidavit in a format determined by the Compliance Officer and the Director stating the Construction Contractor's intent to meet or exceed the Minimum Construction Employment Goals while performing the Construction Contract or request a waiver.

(b) After the Construction Contract has been executed, but before construction begins, the Director may require the selected Construction Contractor to meet with the Compliance Officer for the purpose of discussing providing first opportunity to residents of the City, the Construction Employment Goals for minority and women workers, how the Construction Contractor will endeavor in good faith to meet the Minimum Construction Employment Goals, and any problems that may affect the Construction Contractors ability to employ residents of the City or achieve the Construction Employment Goals.

(c) After completion of work on the Construction Contract but before release of retainage, final acceptance and closeout, the Construction Contractor shall provide to the Compliance Officer and the Director, in a format approved by the Director, the payroll records of the Construction Company and its subcontractors on the Construction Contract, for the economic quarter years spanning the duration of the Construction Contract: (i) the total number of hours of work performed by minorities and women on the Construction Contract and company-wide on all projects in the Kansas City MSA as compared to the total number of hours of work performed by all workers on the Construction Contract and company-wide on all projects in the Kansas City MSA; and (ii) the hours worked per capita by minorities and women as compared to the hours worked per capita by all other workers in the workforce.

(d) All Construction Contractors are expected to comply with all federal laws, including those of the Immigration and Naturalization Service and the Department of Homeland Security. Only those hours performed by workers in compliance with federal law may be counted towards the Construction Employment Goals.

(e) On all Construction Contracts, the Authority and the Director shall have access, at all reasonable times, to all books, papers, records, reports or accounts in possession of or under the control of all Construction Contractors and subcontractors as may be reasonably necessary to

ascertain compliance with this LCRA Workforce Policy, and all Construction Contractors and their respective subcontractors shall furnish such further information as may be required of such person within ten working days of the date it is so requested in writing. The Construction Contractor shall require all its subcontractors to comply with the requirements of this subsection.

(f) The Authority, the Compliance Officer, and/or the Director shall be authorized to conduct on-site audits and records inspections of any Construction Contractor and subcontractor without prior notice as may be necessary to ascertain compliance with this Ordinance. The Construction Contractor shall require all its subcontractors to comply with the requirements of this subsection.

(g) The Construction Contractor is required to obtain and retain documentation establishing the residence of record for any person working on a Construction Project. The documentation must show an address within the City and may be one of the following:

- (1) driver's license or identification card issued by a government or governmental agency with a photograph of the holder; or
- (2) voter registration card; or
- (3) utility bill showing the account holders name and address; or
- (4) valid United States Passport; or
- (5) document falling within any other category that the Compliance Officer and the Director determines sufficiently establishes residency.

(h) Monthly Reporting: The Construction Contractor performing work on a Construction Contract shall submit a Contractor Affirmative Action Monthly Report (CAAMR) to the Authority and the Director by the 15th day of each month through the duration of the Construction Contract. The Contractor Affirmative Action Monthly Report shall state the number of resident, minority and women construction labor hours performed on site per trade, and shall be submitted in a format determined by the Compliance Officer.

8. Equal Employment Standards.

(a) The Redeveloper shall contractually require that all Construction Contracts contain language requiring as a condition thereof that all Construction Contractors will adhere to the Equal Opportunity Clause set forth in the Kansas City Code of City Ordinances, Chapter 38, Article III, Section 38-132. The Equal Opportunity Clause shall include, at a minimum, the following provisions:

- (1) The Construction Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or sexual orientation.

- (2) The Construction Contractor will take affirmative action to ensure that employees are treated fairly during employment without regard to their race, color, religion, sex, national origin, disability or sexual orientation. Such action shall include, but not be limited to the following: Employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (3) The Construction Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(b) The Redeveloper shall contractually require that the Construction Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Construction Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability or sexual orientation.

(c) The Redeveloper shall contractually require that in the event of the Construction Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Construction Contractor may be declared ineligible for further contracts in connection with a Redevelopment Project. A Construction Contractor may appeal any such determination to the Authority.

9. Remedies.

(a) In addition to the remedies set forth in the Redevelopment Contract, if the Compliance Officer, in consultation and cooperation with the Director, shall find after investigation that a Redeveloper has not met the Construction Employment Goals and the Redeveloper has not made a good-faith effort to meet the goals, the Compliance Officer, in consultation and cooperation with the Director, may:

- (1) recommend to the Authority that the Authority not issue a certificate of tax abatement for the Redevelopment Project under the Redevelopment Contract or that the Authority issue a certificate of tax abatement but require the Redeveloper under the Redevelopment Contract to pay payments in lieu of taxes for some period during the ten-year tax abatement period as determined by the Authority in its sole and absolute discretion; and/or
- (2) recommend to the Authority that the Redeveloper be declared ineligible to receive any Construction Contract in connection with a Redevelopment Project for a period of time up to one year.

(b) After due notice given to the Redeveloper, the Authority shall hold a hearing and determine whether the Redeveloper made a good-faith effort to meet the Minimum Employment

Construction Goals and to determine the appropriate remedy if the Authority determines that the Redeveloper failed to make a good-faith effort to meet the Minimum Employment Construction Goals. If the Authority determines that the Redeveloper made a good-faith effort to meet the Minimum Employment Construction Goals, then the Authority shall grant a Good Faith Waiver to the Redeveloper.

10. Appeals; Construction Workforce Board.

(a) The City Workforce Ordinance established a Construction Workforce Board to hear appeals. Following a decision by the Authority that a Redeveloper failed to make a good-faith effort to meet the Construction Employment Goals, a Redeveloper may appeal the Authority's decision to the Construction Workforce Board.

(b) Appeals shall be made to the Construction Workforce Board by filing with the Compliance Officer within ten (10) working days after notice of the Authority's determination, a written request for review by the Construction Workforce Board, stating the grounds of such appeal with specificity. The Compliance Officer shall promptly forward to the Director and to the chairperson and members of the Construction Workforce Board a copy of any appeal.

(c) Failure to file a timely appeal to the Construction Workforce Board shall constitute a waiver of the right of a Redeveloper to appeal the Authority's determination and such person shall be estopped to deny the validity of any order, recommendation, determination or action taken by the Authority which could have been timely appealed and shall have been deemed to have exhausted all administrative remedies under this LCRA Workforce Policy.

(d) The Construction Workforce Board shall have authority to require that a party first make a written submission of its appeal prior to permitting a hearing and may summarily dispose of those appeals that it determines to be frivolous and without merit.

(e) After receiving an appeal from the Redeveloper, the Construction Workforce Board, shall set a date upon which a hearing shall be held by the Construction Workforce Board and shall notify all parties of the date thereof. The notice of hearing shall be served upon the parties at least ten (10) calendar days prior to the date of the hearing. A copy of the Authority's determination shall be attached to each such notice. A hearing shall be set no later than twenty-one (21) calendar days after receipt of the request for appeal to the Construction Workforce Board.

(f) The hearing shall be conducted under rules adopted by the Construction Workforce Board. The Construction Workforce Board may subpoena witnesses, compel their attendance, administer oaths, take the testimony of persons under oath, and require the production for examination any books, papers or other materials relating to any matter under investigation or in question before the Construction Workforce Board.

(g) The Construction Workforce Board shall cause all proceedings before it to be either audio recorded or held before a certified court reporter.

(h) The Construction Workforce Board shall have authority to affirm, modify or reverse the determination of the Authority with respect to whether good-faith efforts were made to meet the Minimum Construction Employment Goals.

(i) The determination of the Construction Workforce Board with respect to good-faith efforts, shall be a final determination and the Authority and the Redeveloper shall agree, pursuant to the Redevelopment Contract, that the decision of the Construction Workforce Board shall be binding upon the Authority and the Redeveloper; provided, however, that the Authority shall make the final determination as to the appropriate remedy under the Redevelopment Contract.

11. Severability.

If any section, subsection, clause, or provision of this resolution is deemed to be invalid or unenforceable in whole or in part, this resolution shall be deemed amended to delete or modify, in whole or in part, if necessary, the invalid or unenforceable subsection(s), clause(s), provision(s) or portion(s) thereof, and alter the balance of those same sections in order to render the same valid and enforceable.

12. The Chairman, Vice-Chairman and Secretary are authorized and directed to undertake any activities, including signing any documents, certificates or other instruments, necessary to carry out and implement the LCRA Workforce Policy.

13. The effectiveness of this resolution is subject to adoption of an ordinance or agreement by the City Council of the City to take all reasonable and necessary action to diligently defend the Authority, at the City's sole cost, in the event that any claim or action is filed against the Authority challenging the LCRA Workforce Policy or the Authority's implementation of the LCRA Workforce Policy.

ADOPTED this 27th day of May, 2009.

/s/_____
R. Michael Duffy, Chairman

ATTEST:

/s/_____
Joseph F. Egan, Secretary

Exhibit A
(to Resolution 5-01-09)

Map of Kansas City Metropolitan Statistical Area

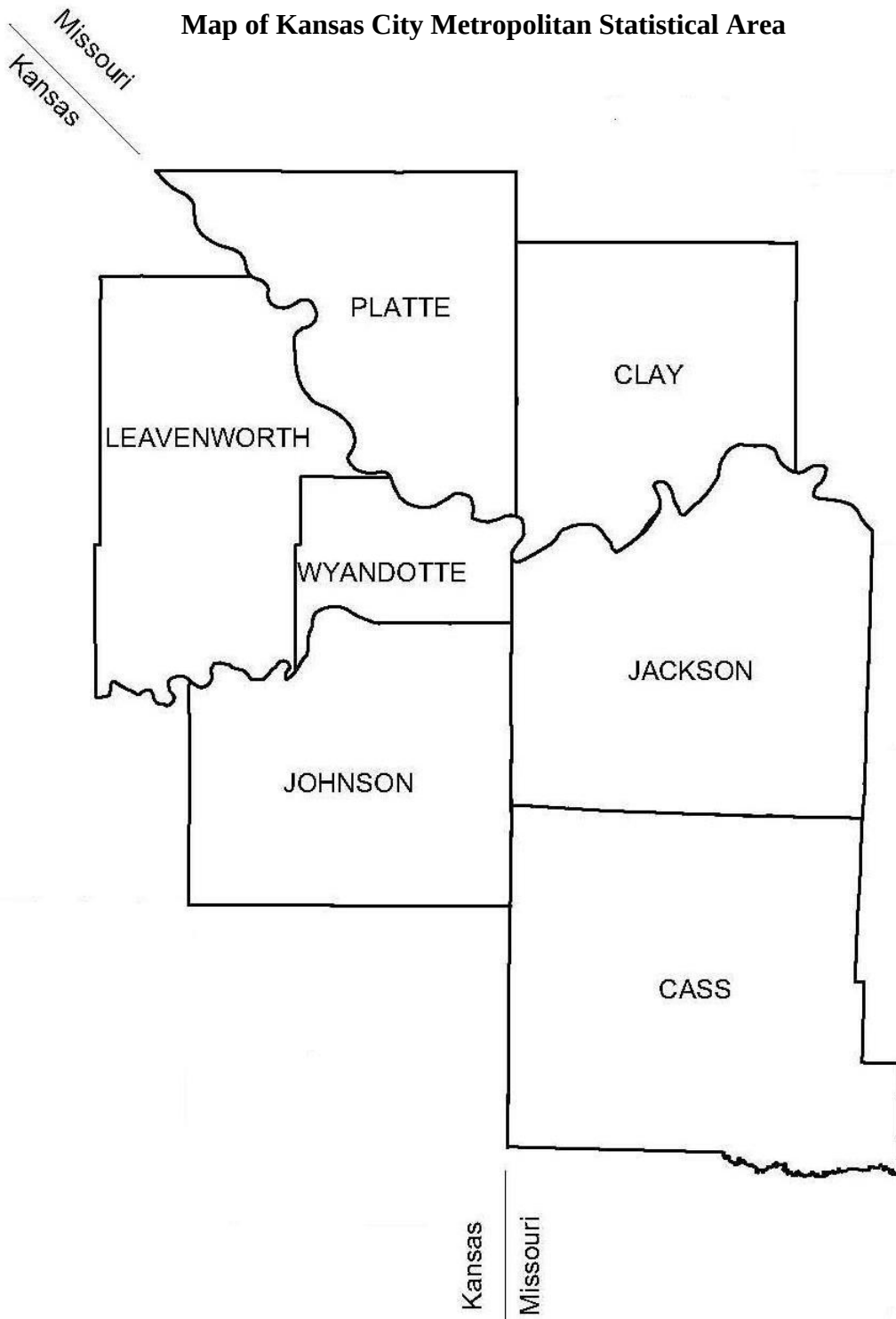


EXHIBIT A-8

MBE/WBE RESOURCE AGENCIES

The following list is designed to assist you in your efforts to contact minority and women business organizations and publications. However, this list is not intended to be comprehensive and may not include all minority and women business organizations and publications available as information regarding such organizations and publications may change. For further information please contact the Human Relations Department at (816) 513-1836 or <http://kcmo.gov/humanrelations/minority-and-women-organizations/>.

CHAMBERS OF COMMERCE

Asian Chamber of Commerce of Kansas City
Contact: Sook Park
8645 College Boulevard, Suite 110,
Overland Park, KS 66210
Email: sook_park@asianchamberkc.com

Kansas City Kansas Women's Chamber of
Commerce
Contact: Ardith Deason
727 Minnesota Avenue
Kansas City, KD 66101
Phone: (913) 371-3070
kckwcc@gmail.com

Black Chamber of Commerce
of Greater Kansas City
Contact: Kelvin Perry
5737 Swope Parkway
Kansas City, MO 64130
Phone (816) 396-6951
Email: info@bccckc.org

Kansas City Women's Chamber of
Commerce
Contact: Karla Martinez
PO Box 165316
Kansas City, MO 64116
Phone (816) 701-9890
Email: chamber@kckchamber.com

Heartland Black Chamber of Commerce
Contact: Kim Randolph
607-a Minnesota Avenue
Kansas City, KS 66101
Phone: 913-948-7680
Email: info@heartlandblackchamber.org

Hispanic Chamber of Commerce
Contact: Carlos Gomez
107 W. 10th Street
Kansas City, MO 64105
Phone: 816-472-6767
Email: cgomez@hccgkc.com

CONTRACTOR ASSOCIATIONS

American Indian Council
Contact: Christine Campbell
Executive Director
310 Armour Road, Suite 205
North Kansas City, MO 64116
Phone: 816-471-4898
Fax: 816-471-8543
Email: aicmolle@kc.rr.com

American Indian Enterprise & Business Council
Contact: John O'Brien
P.O. Box 901382
Kansas City, MO 64190-1382
Phone: 816-392-7611
Email: johnjhobrien@aiebc.org

Hispanic Contractors Association of
Greater Kansas City, Inc.
Contact: William Meza
541 S. 11th Street
Kansas City, KS 66105
and
11100 W. 91st Street, Suite 150
Overland Park, KS 66214
Phone: 816-309-2705
Phone: 913-608-7431 (cell)

Minority Contractors Association of
Greater Kansas City
Contact: Joe Mabin or McKay Anderson
3200 Wayne Avenue Suite 202
Kansas City, MO 64109
Phone: 816-924-4441
Fax: 816-924-1803
Phone: 913-302-2793 (cell)
Website: mca.gkc@gmail.com
Email: minoritycontractors@mca-gkc.org

Mountain Plains Minority Supplier Development
Council (MSDC)
Contact: Tessauna Dawkins
Phone 303-623-3037

National Association of Construction
Contractors Cooperatives (NACCC)
Contact: Sharmin Lang
6025 Prospect
Kansas City, MO 64130
Phone: 816-923-5399
Phone: 816-444-3226
Fax: 816-442-8682
Email: usanaccc@gmail.com

National Association of Women in
Construction (NAWIC)
Contact: Rosana Privitera Biondo
909 Troost Avenue
Kansas City, MO 64106
Phone: 816-842-7023

Women Construction Owners and Executives
Contact: Rosana Privitera Biondo
909 Troost Avenue
Kansas City, MO 64106
Phone: 816-842-7023
Email: info@wcoeusa.org

ASSISTANCE CENTERS

Kansas City Society of Black Architects
and Engineers

Contact: Leonard Graham

Phone: 816-283-3456

Email: lgraham@tb-engr.com

Urban League of Kansas City

Contact: Jauqua Wilkins

1710 Paseo

Kansas City, MO 64108

Phone: 816-471-0550

Fax: 816-471-3064

Kansas City Women's Business Center

Contact: Brande Stitt

Fairway Corporate Center

4220 Shawnee Mission Parkway #350b

Fairway, KS 66205

Phone: 913-4925922

Mid-America Trade Adjustment Assistance
Center (TAAC)

Contact: Donna Porch

4200 Little Blue Parkway, Suite 590

Independence, MO 64057

Phone: 816-666-9407

Missouri Procurement Technical Assistance
Center (MOPTAC)

Contact: Michelle "Shelly" Cunningham,
Director

UMKC Innovation Center

4747 Troost Avenue, Suite 105

Kansas City, MO 64110

Phone: 816-235-2891

National Association of Women Business
Owners (NAWBO)

Contact: Kristy Williams

11249 Strang Line Road

Lenexa, KS 66215

Email: nawbokc@yahoo.com

UMKC Women's Center

Contact: Brenda Bethman

105 Haag Hall

5100 Rockhill Road

Kansas City, MO 64110

Phone: 816-235-1643

Fax: 816-235-5522

Website: www.umkc.edu/womenc

Email: umkc-womens-center@umkc.edu

NEWS AND PRINT PUBLICATIONS

2mas2KC Bilingual Publication
Editor: Elizabeth Lopez
8500 W. 71st Street
Overland Park, KS 66204
Phone: 913-432-3486

Kansas City Call (weekly)
Editor: Donna Stewart
1715 E. 18th Street
Kansas City, MO 64108
Phone: 816-842-3804
Email: kccallnews@hotmail.com

Kansas City Hispanic News
Contact: Richard Ware and/or Joe Arce
(publisher)
2918 Southwest Boulevard
Kansas City, MO 64108
Phone: 816-472-5246
Fax: 816-421-5247
Email: kchnews@swbell.net

Kansas City Globe Newspaper (weekly)
Editor: Denise Jordan
615 E. 29th Street
Kansas City, MO 64109
Phone: 816-531-5253
Fax: 816-531-5256
Email: kcglobe@swbell.net

Dos Mundos Bilingual Newspaper (weekly)
Editor: Clara Reyes
1701 So. 55th Street
Kansas City, KS 66106
Phone: 816-221-4747
Fax: 913-287-5881
Email: mreyes@dosmundos.com

EXHIBIT A-9



REQUEST FOR MODIFICATION OR SUBSTITUTION FOR DEVELOPMENT AGREEMENTS

(This Form **must** be submitted to HRD to request substitutions for an MBE/WBE listed in the Contractor Utilization Plan or for modification of the amount of MBE/WBE participation listed in the Contractor Utilization Plan. This Form shall be an amendment to the Contractor Utilization Plan.)

DEVELOPER: _____

ADDRESS: _____

PROJECT NUMBER OR TITLE: _____

AMENDMENT/CHANGE ORDER NO: (if applicable) _____

Project Goals:	_____ % MBE	_____ % WBE
Contractor Utilization Plan:	_____ % MBE	_____ % WBE

1. I am the duly authorized representative of the above Developer and am authorized to request this substitution or modification on behalf of the Developer.

2. I hereby request that the Director of HRD recommend or approve: (check appropriate space(s))

a. _____ A substitution of the certified MBE/WBE firm _____,
(Name of new firm)
to perform _____,
(Scope of work to be performed by new firm)

for the MBE/WBE firm _____ which is currently
(Name of old firm)
listed on the Developer's Contractor Utilization Plan to perform the following scope of work:
_____.
(Scope of work of old firm)

Attach 00450.01 Letter of Intent to Subcontract letter for each new MBE/WBE to be added.

b. _____ A modification of the total amount of MBE/WBE participation currently listed on the Bidder's/Contractor's/Proposer's Contractor Utilization Plan from

_____ % MBE _____ % WBE (Fill in % of MBE/WBE Participation currently listed on Contractor Utilization Plan)

TO

_____ % MBE _____ % WBE (Fill in New % of MBE/WBE Participation requested for Contractor Utilization Plan)

3. Bidder/Contractor/Proposer states that a substitution or modification is necessary because (check applicable reason(s):

___ a. The MBE/WBE listed on the Contractor Utilization Plan is non-responsive or cannot perform.

___ b. The MBE/WBE listed on the Contractor Utilization Plan has increased its previously quoted price without a corresponding change in the scope of work.

___ c. The MBE/WBE listed on the Contractor Utilization Plan has committed a material default or breach of its contract.

___ d. Requirements of the scope of work of the contract have changed and make subcontracting not feasible or not feasible at the levels required by the goals established for the contract.

___ e. The MBE/WBE listed on the Contractor Utilization Plan is unacceptable to the City contracting department.

4. If a modification is being requested because Developer can not substitute a new MBE/WBE firm for an existing MBE/WBE firm, please provide a narrative summary of the Developer's good faith efforts exhausted in attempts to substitute the MBE/WBE firm named above which is currently listed on the Contractor Utilization Plan with other qualified, certified MBE/WBE firms for the listed scope of work or any other scope of work in the project:

Developer will present documentation when requested by the City to evidence its good faith efforts.

5. If a modification is being requested because of option 3.d above, please complete the following:

The previous Contract Price was: _____

The Contract Price will be (☐ increased by) (☐ decreased by) (☐ unchanged)

The new Contract Price will be: _____

6. Attach a copy of the most recent 00485.01 or on-line M/WBE Monthly Utilization Report

7. Developer certifies it has not attempted intentionally to evade the requirements of the Act, and it is in the best interests of the City to allow a modification or substitution.

Dated: _____

(Developer)

By: _____
(Authorized Representative)



EXHIBIT A-10

DEVELOPER AFFIDAVIT FOR FINAL CLOSE-OUT

Project Number _____

Project Title _____

STATE OF _____)
)SS
COUNTY OF _____)

The Undersigned, _____ of lawful
(Name)

age, being first duly sworn, states under oath as follows:

1. I am the _____ of _____
(Title) (Redeveloper)
that entered into a Redevelopment Agreement with _____ on Projection No. _____
(Statutory Agency) (if applicable)
and Project Title _____.
2. All payrolls, material bills, use of equipment and other indebtedness connected with the Work for this Project have been paid and all Claims of whatever nature have been satisfied, as required by the Contract.
3. (✓) _____ Prevailing wage does not apply; or
(✓) _____ Prevailing All provisions and requirements set forth in Chapter 290, Section 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with these provisions and requirements and the Annual Wage Order in effect at the time of the Redevelopment Agreement carrying out the Contract and Work. REDEVELOPER has fully complied with the requirements of the prevailing wage law as required in the Redevelopment Agreement and has attached affidavits from all Subcontractors, including the General Contractor, on this Project, regardless of tier, affirming compliance with the prevailing wage law as stipulated in the Annual Wage Order applicable to this project.
4. I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved (____%) Minority Business Enterprise (MBE) participation and (____%) Women Business Enterprise (WBE) participation on this contract, and (b) listed herein are the names of all certified M/WBE subcontractors, regardless of tier, with whom I, or my subcontractors contracted (attach additional sheets if needed).

1. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope *of Work _____
Subcontract Final Amount _____
2. Name of MBE/WBE Firm _____
Address _____
Telephone Number (____) _____
IRS Number _____
Area/Scope *of Work _____
Subcontract Final Amount _____

List additional subcontractors, if any, on a similar form and attach to this form.

Supplier** Final Amount: _____

*Reference to specification sections or bid item number.

- (✓) _____ Met or exceeded the Contract utilization goals; or
(✓) _____ Failed to meet the Contract utilization goals (attach waiver, substitution or modification); or
(✓) _____ No goals applied to this Project.
5. REDEVELOPER certifies that each Subcontractor, including the General Contractor, has received full payment for its respective work in connection with the Contract.
6. If applicable, I hereby certify that (a) at project completion and pursuant to contractor's final request for payment, contractor achieved, company-wide, at least ten percent (10%) minority workforce participation and two percent (2%) women workforce participation and (2) a true and accurate copy of my final project workforce monthly report (HRD Form 00485.02 and final company-wide workforce monthly report (HRD Form 00485.03) are attached. NOTE: This paragraph is only applicable if you completed a construction contract that was estimated by the City, prior to solicitation, as requiring more than 800 construction labor hours and costing in excess of \$300,000.00. If applicable you MUST attach copies of your final monthly workforce reports.
7. This affidavit is made in behalf of the REDEVELOPER for the purpose of securing from _____ name of the Statutory Agency) the certification of completion of the Project and receiving the requested tax incentive therefore
8. If the Contract amount exceeded \$150,000, REDEVELOPER has submitted proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue and has on file proof of tax compliance from all Subcontractors. If the Contract term exceeded one (1) year, REDEVELOPER has provided proof of compliance with the City tax ordinances administered by the City's Commissioner of Revenue prior to receiving final payment and has on file proof of tax compliance from all Subcontractors prior to the Subcontractor receiving final payment from REDEVELOPER.

REDEVELOPER _____

By _____
(Authorized Signature)

Title _____

NOTARY

On this _____ day of _____, _____, before me appeared _____, to me personally known to be the _____ of the _____, and who executed the foregoing instrument and acknowledged that (s)he executed the same on behalf of _____ as its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written.
My commission expires:

Notary Public



EXHIBIT A-11

SUBCONTRACTOR AFFIDAVIT FOR FINAL PAYMENT

Project Number _____

Project Title _____

STATE OF MISSOURI)
) ss:
COUNTY OF _____)

After being duly sworn the person whose name and signature appears below hereby states under penalty of perjury that:

1. I am the duly authorized officer of the business indicated below (hereinafter Subcontractor) and I make this affidavit on behalf of Subcontractor in accordance with the requirements set forth in Section 290.290, RSMo. Subcontractor has completed all of the Work required under the terms and conditions of a subcontract as follows:

Subcontract with: _____, Contractor

Work Performed: _____

Total Dollar Amount of Subcontract and all Change Orders: \$ _____

City Certified ☐ MBE ☐ WBE ☐ DBE ☐ NA

List certifications: _____

2. Subcontractor fully complied with the provisions and requirements of the Missouri Prevailing Wage Law set forth in Sections 290.210, RSMo through 290.340, RSMo.

Business Entity Type:

- ☐ Missouri Corporation
☐ Foreign Corporation
☐
☐ Sole Proprietor
☐ Limited Liability Company
☐ Partnership
☐ Joint Venture
☐ Other (Specify)

Subcontractor's Legal Name and Address

Fictitious Name Corporation

Phone No.: _____

Fax: _____

Email: _____

Federal ID No. _____

I hereby certify that I have the authority to execute this affidavit on behalf of Subcontractor.

By: _____
(Signature)

(Print Name)

(Title)

(Date)

NOTARY

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____ By _____

Print Name

Title