

Indian Mound - Lykins Urban Renewal Plan

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

PLAN APPROVALS:

X-XX-2013 **REDEVELOPMENT COORDINATING COMMITTEE**

X-XX-2013 **City Plan Commission**

10-23-2013 **LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY**

X-XX-2013 **PLANNING, ZONING, AND ECONOMIC DEVELOPMENT COMMITTEE**

X-XX-2013 **CITY COUNCIL**

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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."

**INDIAN MOUND - LYKINS
URBAN RENEWAL PLAN
OF
KANSAS CITY, JACKSON COUNTY, MISSOURI**

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Exhibits:

- Exhibit A-1 – “Map of the Plan Area”
- Exhibit A-2- "Legal Description"
- Exhibit B - “Current Land Use”
- Exhibit C - “Proposed Land Use”
- Exhibit D- “Current Zoning”
- Exhibit E- “Proposed Zoning”
- Exhibit F - “Blight Study”
- Exhibit G- “Land Clearance for Redevelopment Authority’s Resolution of Approval for Plan and Blight Study”

Appendices:

- Appendix 1 – Design Review Process
- Appendix 2 – Standardized Relocation Policy
- Appendix 3 – Workable Program
- Appendix 4 – Affirmative Action Process

INDIAN MOUND - LYKINS URBAN RENEWAL PLAN

EXECUTIVE SUMMARY

PROPONENTS	City of Kansas City Missouri & Mattie Rhodes Center
LOCATION	The Plan Area is generally bounded by Gladstone Boulevard on the North, Belmont Avenue on the East, the Kansas City Terminal Railway tracks and I-70 on the south, and Benton Avenue and Jackson Avenue on the West.
AREA PLAN	Truman Plaza Area Plan
COUNCIL DISTRICT	3 rd District–Councilman Jermaine Reed 3 rd District–Councilwoman Melba Curls 4 th District–Councilman Jim Glover 4 th District–Councilwoman Jan Marcason
PROJECT	The intent of the Indian Mound - Lykins Urban Renewal Plan is to stimulate commercial and residential reinvestment and growth within the Indian Mound and Lykins neighborhoods.
OBJECTIVES	Adoption of the Indian Mound - Lykins Urban Renewal Area Plan will: <ul style="list-style-type: none">• Stimulate and facilitate private investment in commercial projects that meet the shopping, dining, entertainment, and employment needs of neighborhood residents, commuters and other interested consumers.• Stimulate and facilitate private investment in new housing and housing rehabilitation that meet the needs of and appeal to both neighborhood residents and potential residents.
LCRA ASSISTANCE	Assistance anticipated by the Proponent includes: <ul style="list-style-type: none">• Tax Abatement• Property Acquisition Assistance
BLIGHT STUDY	On behalf of the Proponents, UMKC’s Center for Economic Information documented physical conditions in the Plan Area that 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 Indian Mound - Lykins Urban Renewal Plan (the "Plan") for the Indian Mound - Lykins Urban Renewal Area.

The Plan is located within the Truman Plaza Area Plan prepared by the Planning and Development Department of the City of Kansas City, Missouri (the "City"). The Truman Plaza Area Plan (adopted January 5, 2012 by Resolution No. 110976) recommends a mixture of parks, medium density, low density and urban low density residential, mixed-use neighborhood and mixed-use community, institutional, and light industrial for the neighborhoods within the Indian Mound - Lykins area.

The Indian Mound - Lykins neighborhoods are part of Kansas City's Historic Northeast, lying approximately 1.6 - 3.7 miles east/northeast of the Central Business District. The Lykins neighborhood, named for Kansas City's first Mayor, began developing as early as shortly after the Civil War. There is a wide variety of architectural styles and sizes throughout Lykins, with a gradual change from larger Victorian homes and commercial structures on large lots in the western portion of Lykins to more modest working class homes on smaller lots to the east. The Indian Mound neighborhood is named in honor of the Native American Hopewellian Culture mound at the eastern end of Gladstone Boulevard. Indian Mound began developing around 1900 and many of its early residents worked in the railroad yards and factories in the nearby Blue Valley and East Bottoms. Like Lykins, Indian Mound also features a wide variety of architectural styles and sizes. Independence Avenue developed as the commercial core for both neighborhoods.

Indian Mound and Lykins thrived for many years, due in large part to the strength of the industries to its east. These neighborhoods began to decline in the late 1960s and early 1970s as the industries in the Blue Valley and East Bottoms struggled economically and left, dramatically weakening the economic base of the adjacent neighborhoods. Many long-term residents that could move did move out to more suburban areas, following jobs and better schools. This out-migration depressed property values, which made both Indian Mound and Lykins more affordable to lower-income families and immigrants.

Today, Indian Mound and Lykins are among the most ethnically diverse neighborhoods in the metropolitan area, with growing Hispanic, Asian and African populations. There are a significant number of ethnic businesses, especially restaurants, throughout the Historic Northeast, but nowhere is it more evident than along Independence Avenue. Neighborhoods immediately to the west, such as Pendleton Heights and Scarritt, are experiencing an influx of new homeowners who are discovering the architectural appeal and value of the existing housing stock, as well as the ease of access to downtown and the entire metropolitan area. The Indian Mound and Lykins neighborhoods seem well-positioned to benefit from these trends.

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

The LCRA has considered and determined that the development, land use, and building requirements proposed by the Plan for the Indian Mound - Lykins Urban Renewal Area is designed with the general public purpose, to accomplish, in harmony or conformance with the Area Plan and the FOCUS Kansas City Plan, the City's adopted comprehensive master plan, a coordinated, adjusted and harmonious development of the community and of its environs. The LCRA 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 LCRA 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 both the 3rd and 4th Council Districts of the City of Kansas City, Missouri in the Historic Northeast and lies both north (Indian Mound) and south (Lykins) of Independence Avenue. 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 Truman Plaza Area Plan prepared by the City Planning and Development Department of the City of Kansas City, Missouri (the “City”). The Truman Plaza Area Plan covers all parcels associated with the Indian Mound - Lykins Urban Renewal Plan. The Truman Plaza Area Plan recommends a mixture of parks, medium density, low density and urban low density residential, mixed-use neighborhood and mixed-use community, institutional, and light industrial uses within the Indian Mound and Lykins neighborhoods. It will not be necessary to modify the land uses cited in the Truman Plaza Area Plan for this Urban Renewal Plan to be in conformance with the recommended land use cited in the Truman Plaza Area Plan. 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 Indian Mound - Lykins Urban Renewal Plan, which matches Exhibit B.

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

- The Urban Renewal Area is located within the East-Central Core Urbanized Zone Development Priority Zone identified in FOCUS.
- 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 of the “blight” and “insanitary” conditions under Chapter 99 were present in the proposed Indian Mound - Lykins Urban Renewal Area. Although not all conditions were present in the Indian Mound - Lykins neighborhoods, deterioration and unsafe conditions existed throughout the Study Area as a whole, which could lead the legislative body to a finding that the proposed Redevelopment Area is blighted.

A brief summary of the blight study findings found in Exhibit F reveals that there are a total of 5,962 parcels in the Plan Area, with 3,782 parcels in Indian Mound and 2,180 parcels in Lykins. 264 non-residential properties or 4.4% of the total number of parcels were not surveyed; informal observations of these commercial, industrial and institutional properties could lead an observer to conclude that many of these 264 unsurveyed properties are also blighted. Only 867 parcels or 15.2% of the 5,698 parcels surveyed in the Indian Mound and Lykins neighborhoods exhibited no blighting characteristics, which means 4,831 parcels or 84.8% of the parcels surveyed exhibited blighting characteristics. The survey results chart also found in Exhibit F show a breakdown of the blight by neighborhood. It is interesting to note that there is a considerable difference in the percentage of parcels that are blighted between the two neighborhoods, with 96.2% of the surveyed parcels in the Lykins neighborhood being blighted and “only” 78.5% of the surveyed parcels in the Indian Mound neighborhood being blighted. Unfortunately, 78.5% still represents a vast majority of the parcels in the Indian Mound neighborhood.

Therefore, the evaluation of the Indian Mound - Lykins neighborhoods has determined that the proposed Indian Mound - Lykins Urban Renewal Area of Kansas City, Missouri, as of September 2013, 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, morals, and welfare of the city. The LCRA finds the Urban Renewal Area to be blighted in accordance with the section 99.320(3) R.S.Mo of Missouri’s Land Clearance for Redevelopment Statute. See Exhibit G for the LCRA’s Finding of Blight.

III. STATEMENT OF DEVELOPMENT OBJECTIVES

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 ~~mixed-use~~ development in conformance with the [recommended land use map and](#) building and zoning codes of Kansas City, Missouri.

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:

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- Stimulate and facilitate private investment by [property owners](#), residents, organizations and businesses in commercial projects that meet the shopping, dining, entertainment, and employment needs of neighborhood residents, commuters and other interested consumers.
 - Stimulate and facilitate private investment by [property owners](#), residents, organizations and businesses in new housing and housing rehabilitation that meet the needs of - and appeal to - both current neighborhood residents and potential residents.

IV. LAND USE PLAN

A. Current Land Use Plan

The Plan Area lies within the Truman Plaza Area Plan. The current land use for the Indian Mound - Lykins site is a mixture of parks, medium density, low density and urban low density residential, mixed-use neighborhood and mixed-use community, institutional, and light industrial uses. For a depiction of these current land uses, see Exhibit B – Current Land Use.

B. Proposed Land Use Plan

The Truman Plaza Area Plan recommends the land uses to be a mixture of parks, medium density, low density and urban low density residential, mixed-use neighborhood and mixed-use community, institutional, and light industrial uses. For a depiction of the Truman Plaza Area Plan land use recommendations, see Exhibit C – Proposed Land Use.

It will not be necessary to modify the land uses proposed in the Truman Plaza Area Plan at this time.

C. Design Objectives and Controls

Overall design objectives are hereby established in order to achieve sound and attractive development within the Indian Mound - Lykins Urban Renewal Area. All sites and building designs for redevelopment parcels to be assisted by the Authority will be subject to the LCRA “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 52, 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 Indian Mound - Lykins Urban Renewal 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 Authority-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 is currently zoned a mixture of R1.5, R 2.5, R-5, B1-1, B3-2, B4-5, M1-5 and UR. See Exhibit D- "Current Zoning" for details. See Exhibit E - "Proposed Zoning, which is identical to Exhibit D as no immediate changes are proposed.

Adoption of this Plan will require commercial and multifamily projects seeking assistance from the Authority to be rezoned to UR (Urban Redevelopment). 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, only 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 smaller 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 LCRA. Prior to granting a waiver, the Director of City Development must consult with the Planning, Zoning & Economic Development Committee.

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

With respect to implementation of the Indian Mound - Lykins Urban Renewal Plan, the following urban renewal techniques will be used to ensure positive economic and community development:

A. Tax Abatement

The LCRA may provide tax abatement or other forms of development assistance within the Area to projects, proposed by residents, organizations or business entities that 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 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 LCRA 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 (~~frozen~~-assessed valuation of property "frozen" for 10

years of abatement on the increased valuation of the property²) shall be considered as a request for a minor modification of this Plan. The Authority will inform the Director of Finance and the Director of City Planning and Development in writing not less than thirty (30) days prior to the hearing of such a request by the Authority.

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, therefore, reserves its right to exercise its power of eminent domain within the Indian Mound - Lykins Urban Renewal Area to further the purposes and intent of the Plan in response to redevelopment project applications and to eradicate blight or insanitary conditions. *The Authority shall consider any request to exercise its power of eminent domain as a major modification of the Plan and shall, therefore, seek the approval of the City Council prior to exercising its power of eminent domain in furtherance of the Plan.*

C. Project Plan/Design and Financing Review/Developer's Obligations

Prior to the approval of a Project, the LCRA will submit a copy of the proposal to the Director of City Development and the Director of Finance for their review regarding the proposal's compliance with the City's adopted plans and design guidelines in this plan.

VI. OTHER PROVISIONS NECESSARY TO MEET REQUIREMENTS OF LAW

- A. No additional public utilities or recreational and community facilities are envisioned to be required at this time other than those called for in the Plan (curbs, gutters, sidewalks, alleys, lighting etc.). If at the time the development takes place, additional public facilities and/or utilities are deemed to be necessary, it shall be the responsibility of the developer to provide the same. It is anticipated that all water, sanitary and storm sewer, electrical power and telephone connector lines required will be a redeveloper cost associated with the new construction envisioned for each structure.

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- B. Any changes in existing streets, street levels or grades, vacations of streets or alleys, or revisions of existing traffic movement patterns that may be required under this Plan will be the responsibility of the Developer and will be carried out according to the City's standards.
 - C. No changes in building codes and/or ordinances are required.
 - D. That the developer submit, as may be required by Chapter 88 of the Code of Ordinances, a storm drainage study for approval for the entire development, and that the developer make any improvements as required by Chapter 88 of the Code of Ordinances.
 - E. That the developer submits, as may be required by Chapter 88 of the Code of Ordinances, plans for grading, siltation, and erosion control for approval prior to the commencement of any construction activity.
 - F. That the developer obtains a Land Disturbance Permit prior to beginning any construction, grading, clearing or grubbing activities, if the disturbed area exceeds one acre.
 - G. That the developer extend sanitary sewer as required by the Development Services Office.
 - H. That the developer constructs or repairs curb, gutter and sidewalk as may be required by Chapter 88 of the Code of Ordinances.
 - I. For projects that require rezoning, that the developer shall submit a street tree planting plan prior to or concurrent with the final plan submittal, secure the approval of the City Forester for street trees planted on right-of-way (with a copy to be submitted to the City Planning and Development Department staff), and agrees to plan in conformance with the plan approved by the City Forester. The plan shall include size, type, species, and placement of trees. For projects not requiring rezoning, a minimum of one street tree shall be planted for each residential unit, where feasible and as approved by the City Forester.
 - J. That the developer shall cause the area to be platted and processed in accordance with Chapter 88, Code of Ordinances of the City of Kansas City, Missouri, as amended, commonly known as the Subdivision Regulations.
 - K. That the Authority will include in any redevelopment contract for implementation of this plan, where applicable, Stormwater Best Management Practices (BMPs) for any new development or redeveloped property within the Indian Mound - Lykins Urban Renewal Plan boundaries. These BMPs may include, but are not limited to:
 - a) bio-swales (typically well-suited to streets with no curbs and gutters);
 - b) pervious paving, especially in areas that are over-parked;
 - c) rain gardens and similar vegetated detention basins.
 - d) use of native plants

VII. 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.

VIII. 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. Housing rehabilitation

costs typically range from \$80 - \$100 per square foot, although historic rehabilitation costs may be significantly higher for historic homes and multifamily properties. 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 redevelopment projects at this time. Rehab costs for commercial buildings undergoing "gut" rehabs are approximately \$110 or more per square foot; costs per square foot for less extensive commercial rehabilitations are expected to be lower. 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 redevelopment projects at this time. 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.

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 Indian Mound – Lykins Urban Renewal 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 Indian Mound – Lykins Urban Renewal Area. Federal and State historic preservation investment 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.

IX. 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.

X. 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 LCRA are subject to applicable federal, state and/or City affirmative action regulations, requirements, guidelines and procedures.

XI. DURATION OF CONTROLS

The Indian Mound - Lykins Urban Renewal Plan shall be effective for a period of twenty (20) years from the date of passage of the approving ordinance

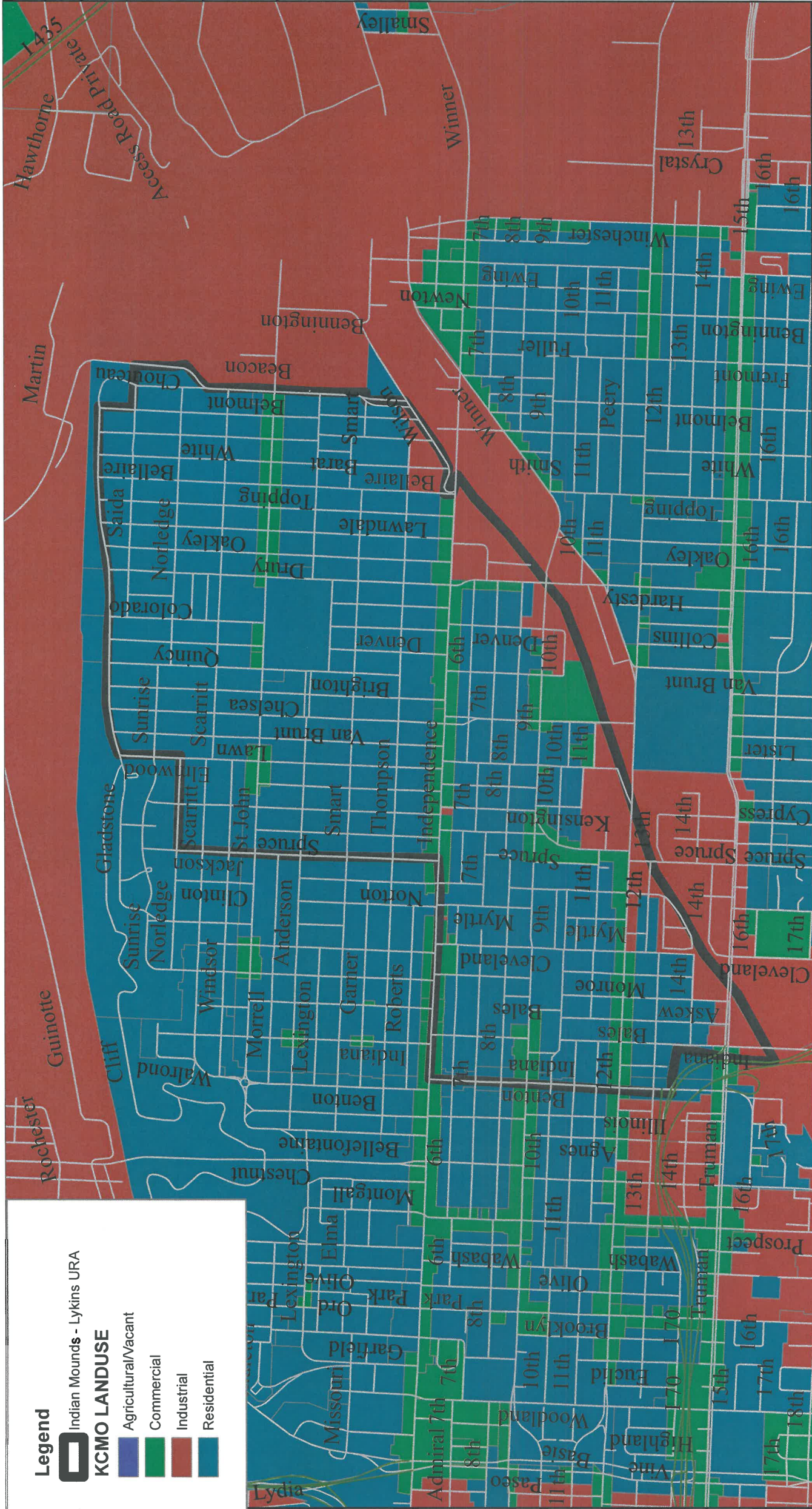
XII. PROVISION FOR AMENDING PLAN

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 – 2

Legal Description

Beginning at the point of intersection of the centerline of Independence Avenue and the centerline of Wilson Street, thence north – northeasterly along the centerline of Wilson street to its point of intersection with the centerline of Belmont Avenue; thence northerly along said centerline of Belmont Avenue to its point of intersection with the centerline of Chouteau Trafficway; thence northeasterly - northerly along said centerline of Chouteau Trafficway to its point of intersection with the extended centerline of Saida Street; thence westerly along said centerline of Saida Street to its point of intersection with the centerline of Wheeling Avenue; thence northerly along said centerline of Wheeling Avenue to its point of intersection with the centerline of Gladstone Boulevard; thence westerly along said centerline of Gladstone Boulevard to its point of intersection with the centerline of Elmwood Avenue; thence southerly along said centerline of Elmwood Avenue to its point of intersection with Sunrise Avenue; thence westerly along said centerline of Sunrise Avenue to its point of intersection with the centerline of Kensington Avenue; thence southerly along said centerline of Kensington Avenue to its point of intersection with the centerline of Norledge Avenue; thence westerly along said centerline of Norledge Avenue to its point of intersection with the centerline of Jackson Avenue; thence southerly along said centerline of Jackson Avenue to its point of intersection with the centerline of Independence Avenue; thence westerly along said centerline of Independence Avenue to its point of intersection with the centerline of Benton Boulevard; thence southerly along said centerline of Benton Boulevard to its point of intersection with the northerly right-of-way of I-70; thence southeasterly – southerly to its point of intersection with the northerly right-of-way of the Kansas City Terminal Railroad; thence northeasterly along said northerly right-of-way of the Kansas City Terminal Railroad to its point of intersection with the centerline of Independence Avenue; thence westerly along said centerline of Independence Avenue to its point of intersection with the centerline of Wilson Street, said point being the Point of Beginning, all lying situate within the City of Kansas City, Jackson County, Missouri.



Legend

- Indian Mounds - Lykins URA

KCMO LAND USE

- Agricultural/Vacant
- Commercial
- Industrial
- Residential



Exhibit B Current Land Use

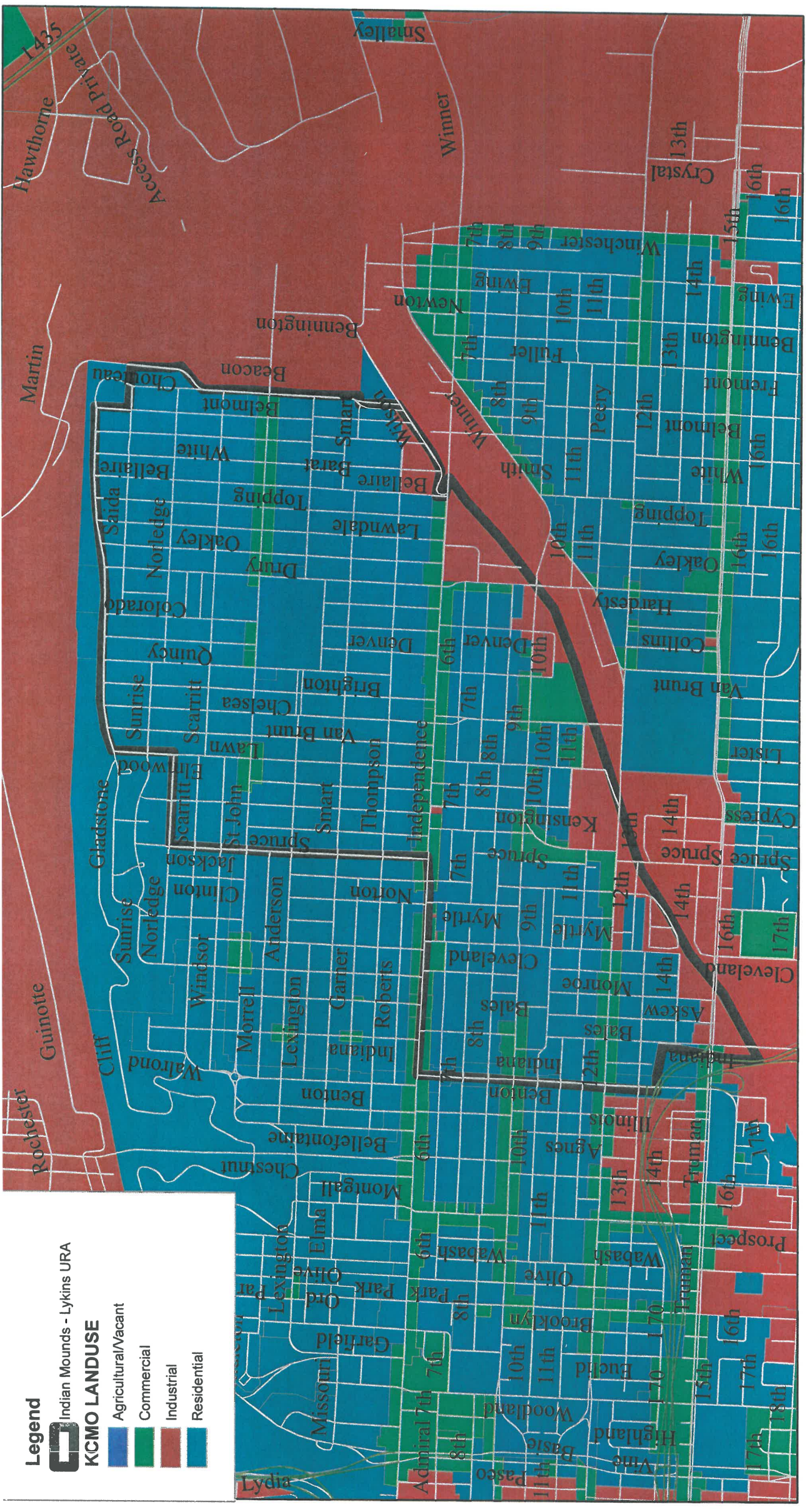
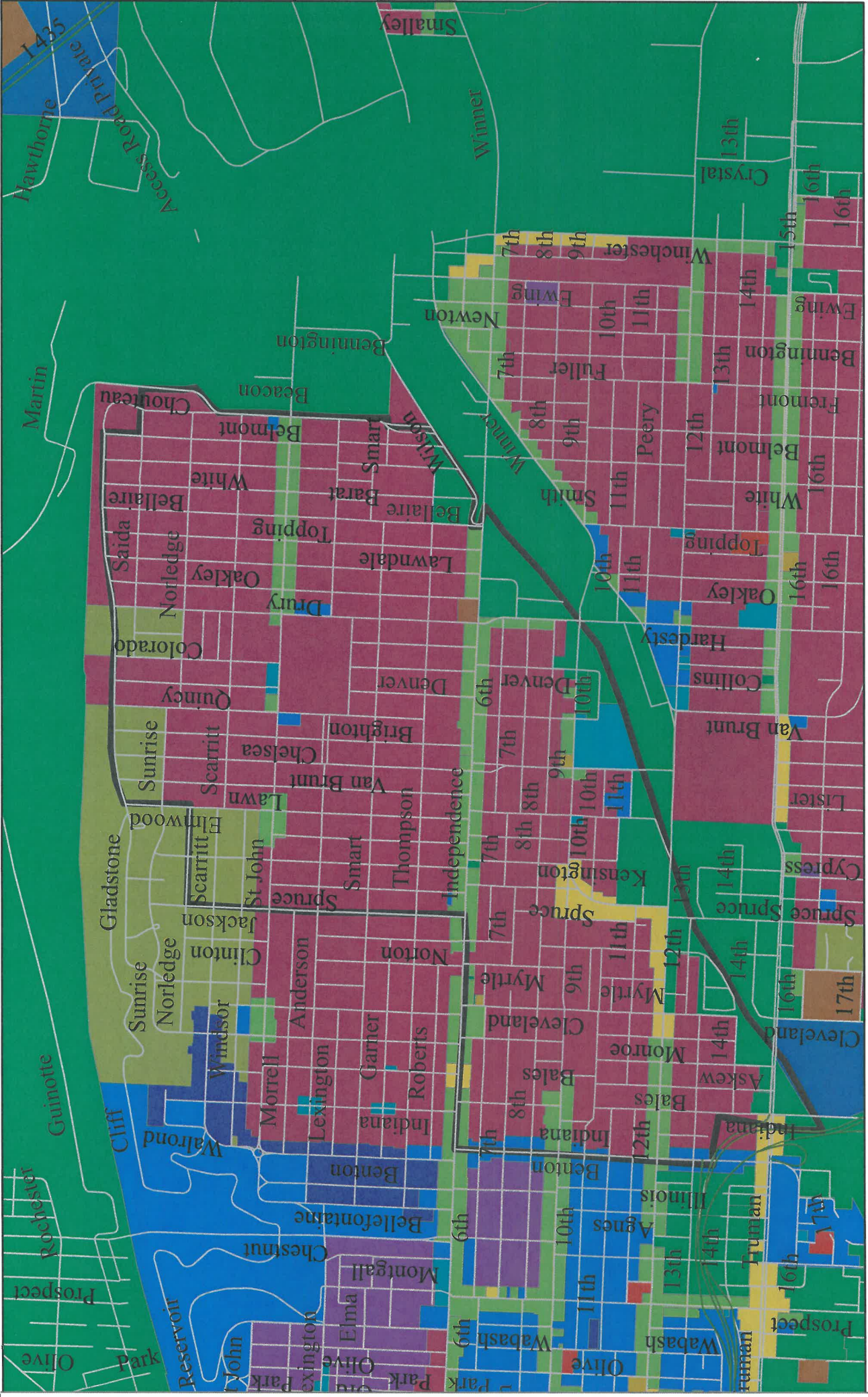


Exhibit C Proposed Land Use

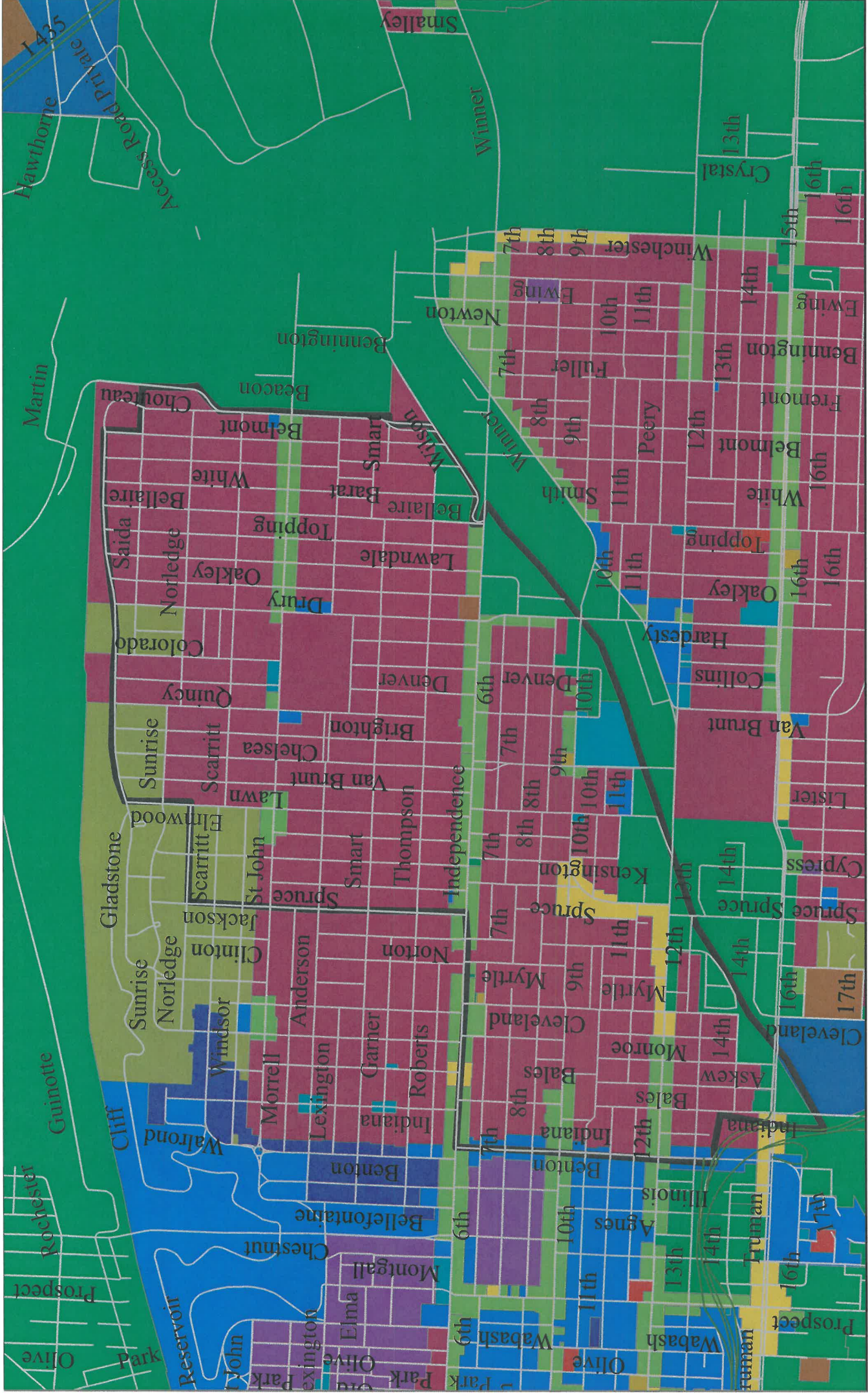




- Legend**
- Indian Mounds - Lykins URA
 - AG-R
 - B-1-P10
 - B1-1
 - B2-1
 - B2-2
 - B2-3
 - B2-2B4-2
 - B2-2R-0.5
 - B2-2R-2.5
 - B2-2UR
 - B2-2US
 - B3-3
 - B3-3R-2.5
 - B4-2
 - B4-5
 - C3&2US
 - CXO
 - DC-15
 - KCIA
 - M1-5
 - M1-5US
 - M2-2
 - M2-3
 - M3-5
 - M3-5US
 - MPD
 - O-2
 - O-3
 - R-0.3
 - R-0.5
 - R-0.5R-7.5
 - R-1.5
 - R-1.5B32
 - R-1.5B4-5
 - R-1.5R-0.5
 - R-1.5US
 - R-10
 - R-2.5
 - R-3
 - R-5
 - R-5R-0.5
 - R-5R-0.5B3-2
 - R-5R-0.5M1-5US
 - R-6
 - R-6R-1.5
 - R-6R-2.5R-1.5B3-2
 - R-7.5
 - R-7.5B3-2
 - R-80
 - R-80US
 - SC
 - SR10B4-2
 - UR

Exhibit D Current Zoning





- Legend**
Indian Mounds - Lykins URA
- AG-R
 - B-1-P/O
 - B1-1
 - B2-1
 - B2-2
 - B3-2
 - B3-2/B4-2
 - B3-2/R-0.5
 - B3-2/R-2.5
 - B3-2/US
 - B3-3
 - B3-3/R-2.5
 - B4-2
 - B4-5
 - C3a2/US
 - CK/O
 - DC-15
 - KCIA
 - MT-5
 - MT-5/US
 - M2-2
 - M2-3
 - M3-5
 - M3-5/US
 - MPD
 - O-2
 - O-3
 - R-0.3
 - R-0.5
 - R-0.5/R-7.5
 - R-1.5
 - R-1.5/B3-2
 - R-1.5/B4-5
 - R-1.5/R-0.5
 - R-1.5/US
 - R-10
 - R-2.5
 - R-3
 - R-5
 - R-5/R-0.5
 - R-6/R-0.5/B3-2
 - R-5/R-0.5/M1-5/US
 - R-6
 - R-6/R-1.5
 - R-6/R-2.5/R-1.5/B3-2
 - R-7.5
 - R-7.5/B3-2
 - R-80
 - R-80/US
 - SC
 - SRO/B4-2
 - UR

Exhibit E Proposed Zoning



Exhibit F
Blight Study

Blight Study for Lykins and Indian Mounds Neighborhoods

Dr. Peter Eaton

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September 26, 2013

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Introduction

The designated neighborhoods for this blight study are the Lykins neighborhood and the Indian Mound neighborhood. The Lykins neighborhood consists of 2180 parcels loosely bounded by Independence Avenue on the north, the Kansas City Terminal railroad line on the south and east, and Benton Boulevard on the west. The precise boundaries of the Lykins neighborhood can be seen in the map appendix. The Indian Mound neighborhood consists of 3782 parcels loosely bounded by Gladstone Boulevard on the north, Benton Boulevard on the east, Independence Avenue on the south and Jackson on the west. The precise boundaries of the Indian Mound neighborhood can be seen in the map appendix.¹

Summary demographic, social, economic, and housing indicator profiles for each neighborhood are included in the data appendix. In general, the profiles show the level of several indicators in each category in 2000, the level of the same indicator in 2010, the change in the level of the indicator between 2000 and 2010, and the change as a percent of the 2000 level of the indicator. The profiles show that the Indian Mound neighborhood has experienced more positive changes between 2000 and 2010 than has Lykins. For example, Lykins lost population (-5.77%) between 2000 and 2010, while Indian Mound gained population (+10.94%) during the same period. The population growth in Indian Mound is occurring in spite of a continued outflow of white population. In 2000, the majority of the population (51.79%) of Indian Mound was white, while in 2010 that percentage had gone down to 35.49%. There has been an increase in the Latino population in both neighborhoods between 2000 and 2010.

¹ The City of Kansas City Missouri defines two neighborhoods for the area we are describing as Indian Mound. North Indian Mound and South Indian Mound are separated by St. John.

A few interesting facts emerge from these profiles that may partially explain the results of the blight study:

- The growth in population in Indian Mound is coming from young families with children. Notice that over half of the population increase between 2000 and 2010 is in the youngest age group (children) and that the other large increase is of individuals between 21 and 34. This is quite different from Lykins, in which the only age category to gain population in the decade was the 50-64 age group.
- The population over 25 of Indian Mound has reached a higher level of educational attainment than Lykins, although the difference is slight. Crime is also slightly lower in Indian Mound than in Lykins.
- In both neighborhoods, around 70% of the population over 16 is in the labor force. This is an increase from 2000, in spite of the fact that the economy was in the midst of a large recession in 2010. Median income in Indian Mound is substantially higher than that in Lykins. (\$30,350 and \$26,931, respectively). The percent of the population living in deep poverty increased substantially in Indian Mound, while it decreased in Lykins.
- About $\frac{3}{4}$ of the housing units in each neighborhood are over 60 years of age. No substantial new housing was built in the decade of 2000 to 2010 in either neighborhood.

Survey Instrument

The Center for Economic Information conducted a housing conditions survey in both of these neighborhoods, between March and August of 2013. The survey instrument has two components. The first component classifies parcels on the basis of several criteria. If a parcel is

determined to be non-residential then it is marked non-residential and no further information is gathered for that parcel. All parcels that are either vacant (no structure on the parcel) or residential are then rated on a five point scale for 15 different elements divided into three major categories: structure conditions (roof, foundations and exterior walls, windows/doors, porch and exterior paint); grounds conditions (private sidewalks/drives, lawn/shrubs, litter, nuisance vehicles and open storage); and infrastructure conditions (sidewalk, curbs, street lighting, street and catch basins). For vacant lots, only the grounds and infrastructure are rated. In general, the five point scale can be thought of in the following qualitative fashion:

1. Severe problem
2. Seriously problem
3. Sub-standard
4. Good
5. Excellent

These qualitative meanings translate into specific criteria for each of the 15 different elements. So, for example, if a roof is rated as severely deteriorated or one (1), it means that:

*There are holes visible through roof sheathing. Rafters are sagging or collapsed.
Soffits and fascia boards are missing or display severe rot and deterioration.*

While a roof that is rated as good, or four (4), means that:

Roof shingles show slight wear. Discoloration can be seen from street, or there is faded color due to loss of rock. There are no holes or sagging rafters. Soffits and fascia boards may need painting, but there is no rot or deterioration.

The precise meanings for each rating are included in the documentation appendix.

This is a curbside or windshield survey. Surveyors do not get out of the car. The survey is programmed into an electronic device (for this survey a PDA was used). Safeguards are built into the software to prevent surveyors from making common mistakes. Once a parcel has been completed, the survey is saved. Periodically the PDA data is downloaded to the conditions database.

Surveyors are trained in the classroom and are required to become certified, prior to gathering any data. They go into the field and survey 50 parcels. Their results are compared with the trainers results and retraining is given as necessary. Once a surveyor is certified, he or she can conduct surveys for six months.

Quality control is accomplished by internal consistency checks, and by examining a random sample of surveys done by each surveyor. Final results of the survey are certified if the each surveyor falls within the accepted range. The surveys for these neighborhoods were certified on September 10.

Blight Definition

The terms "blighted" and "insanitary" are defined in Section 99.320, RSMo, of the LCRA Law:

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 or use.

"Insanitary area," an area in which there is a **predominance of buildings and improvements which, by reason of dilapidation, deterioration, 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 combination of such factors**, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime or constitutes an economic or social liability and is detrimental to the public health, safety, morals, or welfare.

The survey instrument we used for this study measures the extent to which the above highlighted conditions for blight are met. Our survey only measures blight conditions for residential parcels. The following criteria were used to classify a parcel as blighted or not:

- a. Vacant parcels (parcels upon which **no structure** is currently standing, excluding parks, parking lots, and commons areas) are blighted. Vacant lots demonstrate lack of utilization of land resources and are a frequent covariate with crime. The survey found many parcels that were vacant that had apparently been joined to an adjacent parcel to be used as an expanded yard by the parcel with a structure. **In this case,**

the vacant parcel was not classified as blighted based on the vacant parcel criterion.

- b. Any parcel with a single structure rating of 2 or lower is blighted. Any parcel with three or more structure ratings of 3 is blighted. To see the meaning of ratings numbers, see the documentation appendix. Structure ratings were designed around the concept of code violations. A rating of 3 or worse (2, 1) was designed to signify a code violation. A rating of 3 is a minor violation, 2 reflects a more significant violation and 1 a severe violation.
- c. Any parcel with a grounds rating of 2 or lower is blighted. To see the meaning of ratings numbers, see the documentation appendix. Grounds ratings were designed around the concept of code violations. A rating of 3 or worse (2, 1) was designed to signify a code violation. A rating of 3 is a minor violation, 2 reflects a more significant violation and 1 a severe violation.
- d. Any parcel with a single infrastructure rating of 2 or lower is blighted. Any parcel with two or more infrastructure ratings of 3 is blighted. To see the meaning of ratings numbers, see the documentation appendix. Infrastructure symbolizes social investment in an area. A lack of adequate infrastructure likewise symbolizes inadequate social investment in an area.
- e. Any parcel with three ratings of 3 or lower in the combined structure and infrastructure categories is blighted. To see the meaning of ratings numbers, see the documentation appendix.

Survey Results

Table 1 contains a summary of the findings of this blight study. In general, there is little doubt that both neighborhoods are characterized by widespread blight. Over 95% of residential parcels in Lykins meet at least one of the blight criteria, while almost 85% of the parcels in Indian Mound meet at least one of the blight criteria. There are a total of 191 vacant parcels (Blight Classification criterion A) in Lykins, and 136 vacant parcels in Indian Mound. These are parcels on which there is no structure. The incidence of vacant lots is lower in this part of the city than in other parts of the city, where the incidence can reach as high as 50% of the residential parcels (for example in the Wendell Phillips and Washington Wheatley neighborhoods). Most vacant lots in both neighborhoods would have been classified as blighted on the basis of grounds or infrastructure ratings.

Table 1: 2013 Blight Survey Results: Indian Mound and Lykins Neighborhoods

	Indian Mound	Lykins	Total Area
Total Parcels	3,782	2,180	5,962
Non-residential (unsurveyed)	102	162	264
Total surveyed (residential) parcels	3,680	2,018	5,698
Parcels with no blight	791	76	867
Parcels with blight:	2,889	1,942	4,831
Blighted Structure/Infrastructure	616	249	865
Blighted Grounds	415	89	504
Vacant lots	39	36	75
Vacant lots with blighted Grounds	36	50	86
Vacant lots with blighted Infrastructure	28	50	78
Vacant lots with blighted Grounds & Infrastructure	88	272	360
Blighted Structure, Grounds, and Infrastructure	1,667	1,196	2,863
Percent Total Blight	78.5%	96.2%	84.8%

Source: UMKC Center for Economic Information Housing Conditions Survey, 2013

Table 1 also demonstrates that many blighted parcels with residential structures meet multiple blight criteria. Over half of the parcels would be classified as blighted by all three criteria (structure, grounds and infrastructure) in both neighborhoods. We have already seen that most vacant lot blight is also characterized by either grounds blight or infrastructure blight. To examine the extent of each of the 5 blight criteria A through E above, we resort to an analysis of parcel maps.

For each of the first four criteria (A through D), we produced a map for each neighborhood that shows which of the parcels meets that particular blight criterion. Two additional maps are produced for each neighborhood. One map shows those parcels that only meet criterion E (that is they don't meet criteria A through D, but they do meet criterion E).

The first set of maps is for the Indian Mound neighborhood. In general the maps clearly show that the northern half of this neighborhood has a lower incidence of blight than the southern half of the neighborhood. This is true for all criteria. The central portion of the northern half of Indian Mound (between Brighton and Hardesty) has more blight than the rest of the northern half of the neighborhood. Vacant lots are concentrated in the southwestern, south central and southeastern portions of the neighborhood. The most widespread source of blight for this neighborhood is grounds blight. Notice the concentration of blight by the infrastructure criterion (D).

The second set of maps is for the Lykins neighborhood. It is immediately apparent that there is a significantly larger number of parcels and area of the Lykins neighborhood with no structure. It is also apparent that a significantly larger portion of the neighborhood is non-residential. Structure blight is less frequent than is grounds or infrastructure blight.

Based on the criteria established and agreed upon for the definition of blight, it is the determination of this study that both the Lykins neighborhood and the Indian Mound neighborhood are blighted.

Individual Conditions Results

Further insight is gained by examining the results for each survey element in the two neighborhoods. Table 2 contains results for the individual elements of residential structures.

Table 2 Residential Structure Conditions					
Lykins					
Rating	Roof	Found wall	Windows	Porch	Ext. Paint
1	90	43	68	60	72
2	193	59	86	115	114
3	985	169	712	870	952
4	239	1308	695	537	444
5	5	15	13	12	12
% < 3	18.72%	6.40%	9.78%	10.98%	11.67%
Indian Mound					
1	37	18	67	29	30
2	150	58	75	74	70
3	1632	450	1377	1491	1686
4	1485	2804	1824	1697	1516
5	116	151	156	188	178
% < 3	5.47%	2.18%	4.06%	2.96%	2.87%
Lykins + Indian Mound					
1	127	61	135	89	102
2	343	117	161	189	184
3	2617	619	2089	2361	2638
4	1724	4112	2519	2234	1960
5	121	166	169	200	190
% < 3	9.53%	3.51%	5.83%	5.48%	5.64%

Source: UMKC CEI Housing Conditions Survey 2013

As a reminder, the ratings range from 1 (severely deteriorated) to 5 (excellent). The last line in each of the three sub tables shows the percentage of parcels that would be rated as blighted. In

general, the incidence of low structure ratings in Lykins is 3 times larger than that of Indian Mound. In both neighborhoods, the largest single source of structure blight is roof ratings.

Table 3 contains results for the individual elements of the grounds category. The same pattern of a higher incidence of low scores in Lykins is apparent in this table. The largest single

Table 3 Grounds Conditions					
Lykins					
Rating	Private sidewalk/drvs	Lawn/shrubs	Litter	Nuisance Vehicles	Open Storage
1	40	69	29	15	19
2	110	85	78	11	26
3	924	943	928	15	307
4	564	128	678	39	151
5	13	807	319	1952	1529
% < 3	9.09%	7.58%	5.27%	1.28%	2.21%
Indian MoundLykins					
1	13	47	13	5	6
2	94	88	37	8	59
3	1399	1189	1069	18	505
4	1925	820	1257	54	1409
5	89	1553	1321	3612	1718
% < 3	3.04%	3.65%	1.35%	0.35%	1.76%
Lykins + Indian Mound					
1	53	116	42	20	25
2	204	173	115	19	85
3	2323	2132	1997	33	812
4	2489	948	1935	93	1560
5	102	2360	1640	5564	3247
% < 3	4.97%	5.04%	2.74%	0.68%	1.92%

Source: UMKC CEI Housing Conditions Survey 2013

source of grounds blight is the private sidewalk and drives ratings in Lykins, while it is lawn and shrub ratings in Indian Mound. Nuisance vehicles and open storage do not appear to be significant contributors to blight.

Table 4 contains results for the individual elements of the infrastructure category. The same pattern of a higher incidence of low scores in Lykins continues in this table, although

street lighting and street ratings are not significant sources of blight in either neighborhood..

Curb ratings are the largest single source of infrastructure blight, and also the largest

contributor to blight of any condition in any of the three categories. Public sidewalks are also

significant contributors to blight in both neighborhoods and are the second overall contributor

to blight of any condition.

Table 4 Infrastructure Conditions					
Lykins					
Rating	Public Walks	Curbs	Str. Lights	Catch Basin	Streets
1	99	322	1	0	0
2	449	680	0	2	7
3	1037	622	0	7	37
4	394	333	11	19	1974
5	10	10	2020	1	10
% < 3	27.55%	50.94%	0.05%	6.90%	0.35%
Indian Mound					
1	56	388	1	5	0
2	326	497	0	7	0
3	1421	1384	5	18	52
4	1729	1237	65	81	3474
5	103	167	3686	57	161
% < 3	10.51%	24.09%	0.03%	7.14%	0.00%
Lykins + Indian Mound					
1	155	710	2	5	0
2	775	1177	0	9	7
3	2458	2006	5	25	89
4	2123	1570	76	100	5448
5	113	177	5706	58	171
% < 3	16.54%	33.46%	0.03%	7.11%	0.12%

Data Appendix

Indian Mound Demographic Characteristics						
Population						
Indicator	2000 DC	%	2010 DC	%	2000-10 Chg	% Chg
Population	10620		11782		1162	10.94%
Males	5186	48.83%	6060	51.43%	874	16.85%
Females	5434	51.17%	5722	48.57%	288	5.30%
Population Density	10535		11683.34		1148.34	10.90%
Age Distribution						
Ages 0-11	1952	18.38%	2598	22.05%	646	33.09%
Ages 12-20	1476	13.90%	1501	12.74%	25	1.69%
Ages 12-15	681	6.41%	667	5.66%	-14	-2.06%
Ages 16-20	795	7.49%	834	7.08%	39	4.91%
Ages 21-49	4537	42.72%	4847	41.14%	310	6.83%
Ages 21-34	2053	19.33%	2421	20.55%	368	17.92%
Ages 35-49	2485	23.40%	2426	20.59%	-59	-2.37%
Ages 50-64	1270	11.96%	1818	15.43%	548	43.15%
Ages 65 and older	1384	13.03%	1018	8.64%	-366	-26.45%
Ages 65-79	967	9.11%	731	6.20%	-236	-24.41%
Ages 80 and older	419	3.95%	287	2.44%	-132	-31.50%
Race/Ethnicity						
White	5500	51.79%	4158	35.29%	-1342	-24.40%
Minority	5120	48.21%	7624	64.71%	2504	48.91%
Black	803	7.56%	1009	8.56%	206	25.65%
Latin (White)	1374	12.94%	2024	17.18%	650	47.31%
Latin (Other race)	1959	18.45%	3486	29.59%	1527	77.95%
American Indian & Alaskan Native	66	0.62%	67	0.57%	1	1.52%
Asian	609	5.73%	744	6.31%	135	22.17%
Native Hawaiian & Other Pacific Islander	0	0.00%	14	0.12%	14	100.00%
Other race	8	0.08%	11	0.09%	3	37.50%
2 or more races	302	2.84%	269	2.28%	-33	-10.93%
Sources: 2000 Decennial Census, 2010 Decennial Census and 2006-2010 American Community Survey						

Indian Mound Social Characteristics

Household Type

Indicator	2000 DC	%	2010 DC/ACS	%	2000-10 Chg	% Chg
Households	3743	--	3739	--	-4	-0.11%
Family households (families)	2444	65.30%	2584	69.11%	140	5.73%
With own children under 18 years	1312	35.05%	1410	37.71%	98	7.47%
Married-couple family	1615	43.15%	1586	42.42%	-29	-1.80%
With own children under 18 years	794	21.21%	861	23.03%	67	8.44%
Male householder, no wife present, family	274	7.32%	339	9.07%	65	23.72%
With own children under 18 years	148	3.95%	171	4.57%	23	15.54%
Female householder, no husband present, family	554	14.80%	659	17.63%	105	18.95%
With own children under 18 years	369	9.86%	378	10.11%	9	2.44%
Nonfamily households	1299	34.70%	1155	30.89%	-144	-11.09%
Householder living alone	1068	28.53%	851	22.76%	-217	-20.32%

Length of Tenure

Occupied housing units	3743	--	3739	--	-4	-0.11%
0-5 years	1862	49.75%	1248	33.38%	-614	-32.98%
6-10 years	533	14.24%	1065	28.48%	532	99.81%
11-20 years	528	14.11%	722	19.31%	194	36.74%
21-30 years	244	6.52%	298	7.97%	54	22.13%
More than 30 years	577	15.42%	406	10.86%	-171	-29.64%

Educational Attainment

Population 25 years and over	6614	--	7008	--	394	5.96%
Less than high school	2726	41.22%	2493	35.57%	-233	-8.55%
High school graduate (includes equivalency)	3190	48.23%	3636	51.88%	446	13.98%
Associate's Degree	255	3.86%	390	5.57%	135	52.94%
Bachelor's degree	352	5.32%	394	5.62%	42	11.93%
Graduate or professional degree	92	1.39%	96	1.37%	4	4.35%
High school graduate or higher	3888	58.78%	4515	64.43%	627	16.13%
Bachelor's degree or higher	444	6.71%	490	6.99%	46	10.36%

Reported Crime

Indicator	2009	Citywide Index				
Population	10620	--				
Violent crime per capita	0.025	1				
Property crime per capita	0.07	0.91				
RAAB (robbery, aggravated assault, auto theft, burglary) per capita	0.045	1.29				

Sources: 2000 Decennial Census, 2010 Decennial Census and 2006-2010 American Community Survey

Indian Mound Economic Characteristics

Employment

Indicator	2000 DC	%	2010 DC/ACS	%	2000-10 Chg	% Chg
Population age 16+	7881	--	8517	--	636	8.07%
Population in labor force	4313	54.73%	5568	70.65%	1255	29.10%
Civilian	4313	54.73%	5568	70.65%	1255	29.10%
Employed	4022	51.03%	4793	60.82%	771	19.17%
Not employed	292	3.71%	775	9.83%	483	165.41%
Armed forces	0	0.00%	0	0.00%	0	
Not in labor force	3568	45.27%	2949	37.42%	-619	-17.35%

Occupational Employment

Employed population age 16+	4022	--	4793	--	771	19.17%
Professional, managerial, and related	679	16.88%	673	16.73%	-6	-0.88%
Production, transportation, and material moving	950	23.62%	1165	28.97%	215	22.63%
Construction, extraction, maintenance, and repair	592	14.72%	637	15.84%	45	7.60%
Sales and clerical	1157	28.77%	835	20.76%	-322	-27.83%
Services	640	15.91%	1483	36.87%	843	131.72%
Agricultural (farming, fishing, and forestry)	4	0.10%	0	0.00%	-4	-100.00%

Household Income

Total Households	3743	--	3739	--	-4	-0.11%
With less than \$10,000 annual income	485	12.96%	487	13.01%	2	0.41%
\$10,000-\$25,000	1057	28.24%	1033	27.60%	-24	-2.27%
\$25,000-\$50,000	1318	35.21%	1402	37.46%	84	6.37%
\$50,000-\$75,000	596	15.92%	469	12.53%	-127	-21.31%
\$75,000-\$100,000	199	5.32%	242	6.47%	43	21.61%
\$100,000-\$150,000	75	2.00%	94	2.51%	19	25.33%
\$150,000-\$200,000	6	0.16%	12	0.32%	6	100.00%
With more than \$200,000	8	0.21%	0	0.00%	-8	-100.00%
Median income		--	30350	--	--	--
Percent of MSA median income	--	--	54.44%	--	--	--

Ratio of Income to Poverty Level

Persons living in households for whom poverty status is calculated	10372	--	11553	--	1181	11.39%
Under .50	758	7.31%	1238	11.94%	480	63.32%
.50 to .99	1194	11.51%	2590	24.97%	1396	116.92%
Under 1.00	1952	18.82%	3827	36.90%	1875	96.06%
1.00 to 1.49	1396	13.46%	1914	18.45%	518	37.11%
1.50 to 1.99	1517	14.63%	1971	19.00%	454	29.93%
2.00 and over	5506	53.09%	3840	37.02%	-1666	-30.26%

Sources: 2000 Decennial Census, 2010 Decennial Census and 2006-2010 American Community Survey

Indian Mound Housing Characteristics

Housing Density	2000 DC	%	2010 DC/ACS	%	2000-10 Chg	% Chg
Housing Units	4179		4424		245	5.86%
1-unit, detached (single-family structure)	3321	79.47%	3582	80.97%	261	7.86%
2-units, detached (duplex)	196	4.69%	144	3.25%	-52	-26.53%
Attached	86	2.06%	93	2.10%	7	8.14%
Apartments	572	13.69%	593	13.40%	21	3.67%
Mobile homes	4	0.10%	13	0.29%	9	225.00%
Miscellaneous	0	0.00%	0	0.00%	0	
Housing units per square mile	4145		4387.33		242.33	5.85%
Age of Housing Units						
0-5 years	0	0.00%	0	0.00%	0	
5-10 years	5	0.12%	12	0.27%	7	140.00%
10-20 years	27	0.65%	74	1.67%	47	174.07%
20-30 years	135	3.23%	18	0.41%	-117	-86.67%
30-40 years	383	9.16%	82	1.85%	-301	-78.59%
40-50 years	460	11.01%	388	8.77%	-72	-15.65%
50-60 years	644	15.41%	407	9.20%	-237	-36.80%
More than 60 years	2527	60.47%	3444	77.85%	917	36.29%
Housing Occupancy						
Occupied	3743	89.57%	3739	84.52%	-4	-0.11%
Vacant	436	10.43%	685	15.48%	249	57.11%
Housing Tenure						
Occupied housing units	3743		3739		-4	-0.11%
Owner-occupied units	2406	64.28%	2216	59.27%	-190	-7.90%
Renter-occupied units	1337	35.72%	1523	40.73%	186	13.91%
Rooms per Unit						
1 room	114	2.73%	73	1.65%	-41	-35.96%
2 rooms	209	5.00%	94	2.12%	-115	-55.02%
3 rooms	410	9.81%	276	6.24%	-134	-32.68%
4 rooms	547	13.09%	797	18.02%	250	45.70%
5 rooms	952	22.78%	996	22.51%	44	4.62%
6 rooms	894	21.39%	898	20.30%	4	0.45%
7 room1	475	11.37%	572	12.93%	97	20.42%
8 rooms	359	8.59%	428	9.67%	69	19.22%
More than 8 rooms	218	5.22%	290	6.56%	72	33.03%
Bedrooms per Unit						
No bedroom	142	3.40%	110	2.49%	-32	-22.54%
1 bedrooms	642	15.36%	554	12.52%	-88	-13.71%
2 bedrooms	1498	35.85%	1665	37.64%	167	11.15%
3 bedrooms	1453	34.77%	1337	30.22%	-116	-7.98%
4 bedrooms	347	8.30%	592	13.38%	245	70.61%
5 or more bedrooms	97	2.32%	164	3.71%	67	69.07%

Occupants per Room						
1.00 or less	3378	90.25%	3453	92.35%	75	2.22%
1.01 to 1.50	180	4.81%	210	5.62%	30	16.67%
1.51 or more	186	4.97%	76	2.03%	-110	-59.14%
Sources: 2000 Decennial Census, 2010 Decennial Census and 2006-2010 American Community Survey						

Lykins Neighborhood Demographic Characteristics

Population						
Indicator	2000 DC	%	2010 DC	%	2000-10 Chg	% Chg
Population	5529	--	5210	--	-319	-5.77%
Males	2955	53.45%	2669	51.23%	-286	-9.68%
Females	2574	46.55%	2541	48.77%	-33	-1.28%
Population Density	3964	--	3735.64	--	-228.36	-5.76%
Age Distribution						
Ages 0-11	1310	23.69%	1251	24.01%	-59	-4.50%
Ages 12-20	712	12.88%	705	13.53%	-7	-0.98%
Ages 12-15	333	6.02%	289	5.55%	-44	-13.21%
Ages 16-20	379	6.85%	416	7.98%	37	9.76%
Ages 21-49	2610	47.21%	2181	41.86%	-429	-16.44%
Ages 21-34	1462	26.44%	1093	20.98%	-369	-25.24%
Ages 35-49	1148	20.76%	1088	20.88%	-60	-5.23%
Ages 50-64	537	9.71%	737	14.15%	200	37.24%
Ages 65 and older	360	6.51%	336	6.45%	-24	-6.67%
Ages 65-79	300	5.43%	264	5.07%	-36	-12%
Ages 80 and older	59	1.07%	72	1.38%	13	22.03%
Race/Ethnicity						
White	1844	33.35%	1510	28.98%	-334	-18.11%
Minority	3685	66.65%	3700	71.02%	15	0.41%
Black	1044	18.88%	796	15.28%	-248	-23.75%
Latin (White)	771	13.94%	776	14.89%	5	0.65%
Latin (Other race)	1368	24.74%	1714	32.90%	346	25.29%
American Indian & Alaskan Native	36	0.65%	28	0.54%	-8	-22.22%
Asian	307	5.55%	250	4.80%	-57	-18.57%
Native Hawaiian & Other Pacific Islander	0	0.00%	18	0.35%	18	0.00%
Other race	0	0.00%	6	0.12%	6	0.00%
2 or more races	159	2.88%	112	2.15%	-47	-29.56%
Sources: 2000 Decennial Census, 2010 Decennial Census and 2006-2010 American Community Survey						

Lykins Neighborhood Social Characteristics

Household Type						
Indicator	2000 DC	%	2010 DC/ACS	%	2000-10 Chg	% Chg
Households	1864	--	1635	--	-229	-12.29%
Family households (families)	1219	65.40%	1072	65.57%	-147	-12.06%
With own children under 18 years	749	40.18%	604	36.94%	-145	-19.36%
Married-couple family	669	35.89%	561	34.31%	-108	-16.14%
With own children under 18 years	419	22.48%	323	19.76%	-96	-22.91%
Male householder, no wife present, family	179	9.60%	174	10.64%	-5	-2.79%
With own children under 18 years	100	5.36%	83	5.08%	-17	-17.00%
Female householder, no husband present, family	371	19.90%	337	20.61%	-34	-9.16%
With own children under 18 years	230	12.34%	198	12.11%	-32	-13.91%
Nonfamily households	645	34.60%	563	34.43%	-82	-12.71%
Householder living alone	560	30.04%	410	25.08%	-150	-26.79%
Length of Tenure						
Occupied housing units	1864	--	1635	--	-229	-12.29%
0-5 years	1140	61.16%	806	49.30%	-334	-29.30%
6-10 years	199	10.68%	376	23.00%	177	88.94%
11-20 years	279	14.97%	164	10.03%	-115	-41.22%
21-30 years	120	6.44%	185	11.31%	65	54.17%
More than 30 years	127	6.81%	104	6.36%	-23	-18.11%
Educational Attainment						
Population 25 years and over	3143	--	2942	--	-201	-6.40%
Less than high school	1501	47.76%	1173	39.87%	-328	-21.85%
High school graduate (includes equivalency)	1424	45.31%	1374	46.70%	-50	-3.51%
Associate's Degree	55	1.75%	219	7.44%	164	298.18%
Bachelor's degree	90	2.86%	110	3.74%	20	22.22%
Graduate or professional degree	73	2.32%	66	2.24%	-7	-9.59%
High school graduate or higher	1642	52.24%	1769	60.13%	127	7.73%
Bachelor's degree or higher	163	5.19%	176	5.98%	13	7.98%
Reported Crime						
Indicator	2009	Citywide Index				
Population	5529	--				
Violent crime per capita	0.05	1.62				
Property crime per capita	0.09	1.15				
RAAB (robbery, aggravated assault, auto theft, burglary) per capita	0.06	1.64				
Sources: 2000 Decennial Census, 2010 Decennial Census and 2006-2010 American Community Survey						

Lykins Neighborhood Economic Characteristics

Employment						
Indicator	2000 DC	%	2010 DC/ACS	%	2000-10 Chg	% Chg
Population age 16+	3924	--	3670	--	--	--
Population in labor force	2381	60.68%	2524	68.77%	143	6.01%
Civilian	2381	100%	2524	100%	143	6.01%
Employed	2111	88.66%	2137	84.67%	26	1.23%
Not employed	270	11.34%	388	15.37%	118	43.70%
Armed forces	0	0.00%	0	0%	0	0.00%
Not in labor force	1543	39.32%	1146	31.23%	-397	-25.73%
Occupational Employment						
Employed population age 16+	2111	--	2137	--	--	--
Professional, managerial, and related	182	8.62%	284	13.29%	102	56.04%
Production, transportation, and material moving	703	33.30%	808	37.81%	105	14.94%
Construction, extraction, maintenance, and repair	287	13.60%	370	17.31%	83	28.92%
Sales and clerical	432	20.46%	277	12.96%	-155	-35.88%
Services	493	23.35%	384	17.97%	-109	-22.11%
Agricultural (farming, fishing, and forestry	13	0.62%	13	0.61%	0	0.00%
Household Income						
Total Households	1864	--	1635	--	--	--
With less than \$10,000 annual income	375	20.12%	237	14.50%	-138	-36.80%
\$10,000-\$25,000	607	32.56%	512	31.31%	-95	-15.65%
\$25,000-\$50,000	546	29.29%	601	36.76%	55	10.07%
\$50,000-\$75,000	225	12.07%	146	8.93%	-79	-35.11%
\$75,000-\$100,000	69	3.70%	104	6.36%	35	50.72%
\$100,000-\$150,000	8	0.43%	33	2.02%	25	312.50%
\$150,000-\$200,000	4	0.21%	2	0.12%	-2	-50.00%
With more than \$200,000	31	1.66%	0	0.00%	-31	-100.00%
Median income	--	--	26931	--	--	--
Percent of MSA median income	--	--	48.31%	--	--	--
Ratio of Income to Poverty Level						
Persons living in households for whom poverty status is calculated	5461	--	5186	--	--	--
Under .50	653	11.96%	518	9.99%	-135	-20.67%
.50 to .99	912	16.70%	1577	30.41%	665	72.92%
Under 1.00	1565	28.66%	2095	40.40%	530	33.87%
1.00 to 1.49	842	15.42%	750	14.46%	-92	-10.93%
1.50 to 1.99	1021	18.70%	600	11.57%	-421	-41.23%
2.00 and over	2033	37.23%	1741	33.57%	-292	-14.36%

Sources: 2000 Decennial Census, 2010 Decennial Census and 2006-2010 American Community Survey

Lykins Neighborhood Housing Characteristics

Housing Density	2000 DC	%	2010 DC/ACS	%	2000-10 Chg	% Chg
Housing Units	2314	--	2286	--	-28	-1.21%
1-unit, detached (single-family structure)	1360	58.77%	1254	54.86%	-106	-7.79%
2-units, detached (duplex)	179	7.74%	145	6.34%	-34	-18.99%
Attached	37	1.60%	37	1.62%	0	0.00%
Apartments	729	31.50%	813	35.56%	84	11.52%
Mobile homes	8	0.35%	37	1.62%	29	362.50%
Miscellaneous	0	0.00%	0	0%	0	0.00%
Housing units per square mile	1659	--	1639.09	--		
Age of Housing Units						
0-5 years	49	2.12%	0	0%	-49	-100.00%
5-10 years	1	0.04%	7	0.31%	6	600.00%
10-20 years	59	2.55%	92	4.02%	33	55.93%
20-30 years	137	5.92%	52	2.27%	-85	-62.04%
30-40 years	189	8.17%	177	7.74%	-12	-6.35%
40-50 years	381	16.46%	74	3.24%	-307	-80.58%
50-60 years	324	14.00%	188	8.22%	-136	-41.98%
More than 60 years	1174	50.73%	1696	74.19%	522	44.46%
Housing Occupancy						
Occupied	1864	80.55%	1635	71.52%	-229	-12.29%
Vacant	450	19.45%	651	28.48%	201	44.67%
Housing Tenure						
Occupied housing units	1864	--	1635	--	-229	-12.29%
Owner-occupied units	845	45.33%	769	47.03%	-76	-8.99%
Renter-occupied units	1019	54.67%	866	52.97%	-153	-15.01%
Rooms per Unit						
1 room	52	2.25%	169	7.39%	117	225.00%
2 rooms	148	6.40%	93	4.07%	-55	-37.16%
3 rooms	347	15.00%	251	10.98%	-96	-27.67%
4 rooms	301	13.01%	442	19.34%	141	46.84%
5 rooms	589	25.45%	492	21.52%	-97	-16.47%
6 rooms	471	20.35%	467	20.43%	-4	-0.85%
7 room1	193	8.34%	209	9.14%	16	8.29%
8 rooms	123	5.32%	92	4.02%	-31	-25.20%
More than 8 rooms	90	3.89%	72	3.15%	-18	-20.00%
Bedrooms per Unit						
No bedroom	82	3.54%	216	9.45%	134	163.41%
1 bedrooms	523	22.60%	444	19.42%	-79	-15.11%
2 bedrooms	912	39.41%	714	31.23%	-198	-21.71%
3 bedrooms	562	24.29%	650	28.43%	88	15.66%
4 bedrooms	187	8.08%	153	6.69%	-34	-18.18%
5 or more bedrooms	48	2.07%	109	4.77%	61	127.08%

Occupants per Room						
Occupied housing units	1864	--	1635	--	-229	-12.29%
1.00 or less	1584	84.98%	1459	89.24%	-125	-7.89%
1.01 to 1.50	163	8.74%	126	7.71%	-37	-22.70%
1.51 or more	117	6.28%	50	3.06%	-67	-57.26%
Sources: 2000 Decennial Census, 2010 Decennial Census and 2006-2010 American Community Survey						

Documentation Index
NEIGHBORHOOD HOUSING CONDITIONS SURVEY
RATINGS GUIDE SUMMARY

Classification

1. Structure Type

1. **Residential.** The structure was built for residential use.
2. **Non-residential.** The structure was built for other than residential use.
3. **Vacant Lot.** There is no structure on the parcel.
4. **Parking Lot.** The parcel is used for parking.
5. **Park.** The parcel has a park
6. **Common Area.** A parcel common to townhome or condominium type properties.

2. Use Type

1. **Residential.** The structure is being used residentially.
2. **Non-residential.** The structure is being used other than residentially.
3. **Mixed.** The structure is being used both residentially and non-residentially.
4. **Un-ratable.** The parcel's current use cannot be determined.
5. **Not applicable.** Applies to parcels with no structure.

3. Residential Type

1. **Detached-1.** Single family dwelling
2. **Detached-2.** Duplex (designed and built as a duplex, not converted from single-family).
3. **Attached.** Structures such as row housing, sharing roofs and outside walls.
4. **Apartments.** All other (non-institutional) multi-family residential units.
5. **Non-residential.** Applies to all non-residential structure types.
6. **Not applicable.** Applies to parcels with no structure.

4. Structure Profile

1. **Single level**
2. **2-story**
3. **3-story**
4. **4-6 floors**
5. **Over 6 floors**
6. **Not applicable.** Applies to parcels with no structure.

5. Visible Address

1. **Yes.** The parcel has a visible address
2. **No.** The parcel has no visible address

Structure Conditions

1. **Roof**
 1. **Severely Deteriorated.** There are holes visible through roof sheathing. Rafters are sagging or collapsed. Soffits and fascia boards are missing or display severe rot and deterioration.
 2. **Seriously Deteriorated.** There are no holes present. The roof has sagging rafters, but sagging is not severe. Roofing shingles are extremely deteriorated. More than five shingles are currently missing on the front exposure of the roof. It appears some sheathing needs to be replaced. Soffits and fascia boards display moderate rot and deterioration.
 3. **Substandard.** There are no holes or sagging. Roofing shingles are deteriorated and should be removed before new shingles are installed. Less than five shingles are missing on the entire roof. Soffits and fascia boards display slight rot deterioration.
 4. **Good.** Roof shingles show slight wear. (discoloration can be seen from street, or faded color do to loss of rock). There are no holes or sagging rafters. Soffits and fascia boards may need painting, but there is no rot or deterioration.
 5. **Excellent.** Roofing shingles show no wear. Soffits and fascia boards display no rot nor deterioration and are adequately installed.
 6. **Not applicable.** Characteristic does not apply to rated parcel (e.g., roof rating for parcels with no structure, public sidewalk rating for parcels with no sidewalks, etc.).
 7. **Un-ratable.** Characteristic applies to rated parcel, but rating could not be determined (e.g., roof rating for structures with flat roofs, or where line of sight to roof is obscured by trees).

2. **Foundations and Walls**
 1. **Severely Deteriorated.** There are large holes, bulges, and/or leaning walls indicating a partial structural failure. More than 25% of the siding material displays rot or deterioration and needs to be replaced.
 2. **Seriously Deteriorated.** There is slight leaning, but no sign of structural failure. More than 25% of the siding material displays rot or deterioration and needs to be replaced.
 3. **Substandard.** There is no leaning. Some siding materials need replacing, but it is less than 25%.
 4. **Good.** There is no leaning nor siding that needs to be replaced, and surfaces do need some painting.
 5. **Excellent.** There is no leaning nor siding to be replaced. Surfaces are adequately painted.
 6. **Not applicable.** Characteristic does not apply to rated parcel (e.g., roof rating for parcels with no structure, public sidewalk rating for parcels with no sidewalks, etc.).

3. **Windows and Doors**

1. **Severely Deteriorated.** There are numerous windows or doors missing or boarded. Frames show signs of severe rot and deterioration. The building is open to entry.
2. **Seriously Deteriorated.** There are a couple of openings that are missing or boarded, but the building is not open to entry. Frames show signs of severe rot and deterioration.
3. **Substandard.** All windows and doors are in place, but there are some broken glass in one or more windows. Frames show signs of moderate rot and deterioration, but mostly only need to be painted.
4. **Good.** There is no broken glass present and doors are secure. Frames on windows or doors need paint, but nothing needs replacing.
5. **Excellent.** There is not broken glass present and all frames are adequately painted.
6. **Not applicable.** Characteristic does not apply to rated parcel (e.g., roof rating for parcels with no structure, public sidewalk rating for parcels with no sidewalks, etc.).

4. **Porches**

1. **Severely Deteriorated.** There is leaning of vertical support members or sagging of beams and joists. Rot and deterioration are extensive. Parts of the porch are missing. The porch does not appear safe.
2. **Seriously Deteriorated.** There is slight leaning or sagging, but moderate to extensive rot and deterioration. All parts of the porch are present, and it appears safe to use.
3. **Substandard.** There is slight leaning or sagging that needs to be corrected, but no rot or deterioration. Some painting is needed.
4. **Good.** There is no leaning or sagging, but some painting is needed.
5. **Excellent.** There is no leaning or sagging. All components are adequately painted or protected against weathering.
6. **Not applicable.** Characteristic does not apply to rated parcel (e.g., roof rating for parcels with no structure, public sidewalk rating for parcels with no sidewalks, etc.).

5. **Exterior Paint.**

1. **Severely Deteriorated.** Over 50 % of the exterior walls are peeling. Rot and deterioration are extensive. Parts of the exterior walls are missing. Extensive work to prepare for painting (more than two weeks).
2. **Seriously Deteriorated.** Between 10 and 50% of the exterior walls are peeling. There is a moderate to extensive amount of rot and deterioration. Moderate to extensive work will be needed to prepare the walls for painting (less than two weeks).
3. **Substandard.** Less than 10% of the exterior walls are peeling or faded in color. There is no rot or deterioration present. Some painting is needed.
4. **Good.** There is no peeling paint, but some fading is present, some fresh paint is going to be needed.
5. **Excellent.** All components are adequately painted or protected against weathering.
6. **Not applicable.** Characteristic does not apply to rated parcel (e.g., roof rating for parcels with no structure, public sidewalk rating for parcels with no sidewalks, etc.).

Grounds Conditions

1. Private Sidewalks and Driveways

1. **Severely Deteriorated.** The sidewalk is broken and settled with more than one tripping hazard present and/or has sections missing. Has severely deteriorated pavement and does not prevent the tracking of mud into the street. If the driveway was gravel in the first place, will have severe weeds within the exposure.
2. **Seriously Deteriorated.** The sidewalk displays numerous tracks over 1/2 inch wide and breaks there is no tripping hazard present. AND/OR the driveway was originally paved but has severe scaling, cracking, or other signs of deterioration. The full surface needs to be re-paved.
3. **Substandard.** The sidewalk and driveway contain numerous cracks over 1/2 inch wide and over 50% of the surface needs to be repaved.
4. **Good.** The sidewalk and driveway display only a few cracks over 1/2 inch wide, but some patching or sealing of cracks is all that is needed.
5. **Excellent.** There are no cracks wider than 1/2 inch present in either the sidewalk or driveway.
6. **Not applicable.** Characteristic does not apply to rated parcel (e.g., roof rating for parcels with no structure, public sidewalk rating for parcels with no sidewalks, etc.).

2. Lawn & Shrubs

1. **Severely Deteriorated.** The vegetation (grass) has grown over 3 feet high. Shrubs appear to have not been trimmed in several years (windows, doors covered).
2. **Seriously Deteriorated.** The vegetation (grass) is between 1 and 3 feet high. Shrubs appear to have not been trimmed within the last year (overgrowing home).
3. **Substandard.** Vegetation (grass) is about 1 foot high. Shrubs need trimming, but appear to have been trimmed within the last year (shrubs still have some shape).
4. **Good.** Vegetation (grass) is under 1 foot and shrubs do not need trimming. There are lawn weeds, like dandelions, present. It appears the lawn does not receive supplemental fertilizer, but yard is cut regularly.
5. **Excellent.** Vegetation (grass) is under 6 inches high and there are few or no lawn weeds, like dandelions, present. It appears the lawn regularly receives fertilizer and yard is cut regularly.

3. Vehicles

1. **Severe Problem.** There are over 3 vehicles parked in the yard and several appear to be disabled or unlicensed.
2. **Serious Problem.** There are 1 to 3 vehicles parked in the yard. At least one appears to be disabled or unlicensed.
3. **Substandard.** There is one vehicle parked in the yard but it appears to be operable and licensed. Or, there is one or more vehicles in the driveway that appears to be disabled or unlicensed.
4. **Good.** There are no vehicles parked in the yard, but there may be one vehicle on a driveway that is unlicensed.
5. **Excellent.** There are no vehicles parked in the yard. No disabled or unlicensed vehicles are present.

4. Litter

1. **Severe Problem.** There are piles of trash, which may include brush, present on the property. Due to the volume and size of trash items, it will take a dump truck to haul it all off in one load.
2. **Serious Problem.** There are piles of trash, which may include brush, present. It will take a full size pick up to haul it off in one load. It is not practical to attempt to place the trash in plastic bags.
3. **Substandard.** There is trash scattered across the property. It will not fill a pick up. There trash can be placed in trash bags and it will fill between one and five 30 gallon trash bags.
4. **Good.** There is some litter scattered across the property. It can be placed in plastic bags and it will not fill one 30 gallon bag.
5. **Excellent.** There is no litter present.

5. Open Storage

1. **Severe Problem.** There are numerous items stored in the yard that should be stored inside. The items are so numerous, they would more than fill an average 2 car garage.
2. **Serious Problem.** There are numerous items stored in the yard that should be stored inside. The would fill a one car garage.
3. **Substandard.** The items stored outside would fit inside a small (up to 9 by 12 feet) storage shed.
4. **Good.** There are no unacceptable items stored outside, but there are numerous acceptable items that still present a clutter appearance.
5. **Excellent.** There are no unacceptable items present. Acceptable items, if present, are few in number and do not present a cluttered appearance.

Public Infrastructure Conditions

1. Public Sidewalk

1. **Severely Deteriorated.** The sidewalk has sections missing, broken, or heaved. There is more than one tripping hazard present due to displacement of sections or missing sections. More than half the sections need replaced.
2. **Seriously Deteriorated.** There are tripping hazards present due to displaced cracks, settling and heaving. 1/4 to 1/2 of the sections need to be replaced.
3. **Substandard.** There are cracks over 1/2 wide present, but no tripping hazards. Less than 1/4 of the section need to be replaced.
4. **Good.** There is only a few cracks present, however does not present a hazard. Some patching of cracks is needed, but no sections need replacement.
5. **Excellent.** There are no cracks present. There is no settling or heaving creating tripping hazards. They are in great shape and will be there for a long time.
6. **Not applicable.** Characteristic does not apply to rated parcel (e.g., roof rating for parcels with no structure, public sidewalk rating for parcels with no sidewalks, etc.).

2. Curbs

1. **Severely Deteriorated.** There are no curbs present, with or without open ditch drainage.
2. **Seriously Deteriorated.** Curbs are present and display severe deterioration. There are sections missing. More than 1/2 of the curb would have to be replaced in order to fill in gaps.
3. **Substandard.** Curbs show deterioration. Up to 1/2 the curb would have to be replaced to fill gaps.
4. **Good.** There is some wear or deterioration but there are no sections missing.
5. **Excellent.** There is no wear and are benefit to water control within the neighborhood.
6. **Not applicable.** Characteristic does not apply to rated parcel (e.g., roof rating for parcels with no structure, public sidewalk rating for parcels with no sidewalks, etc.).

3. Streetlights

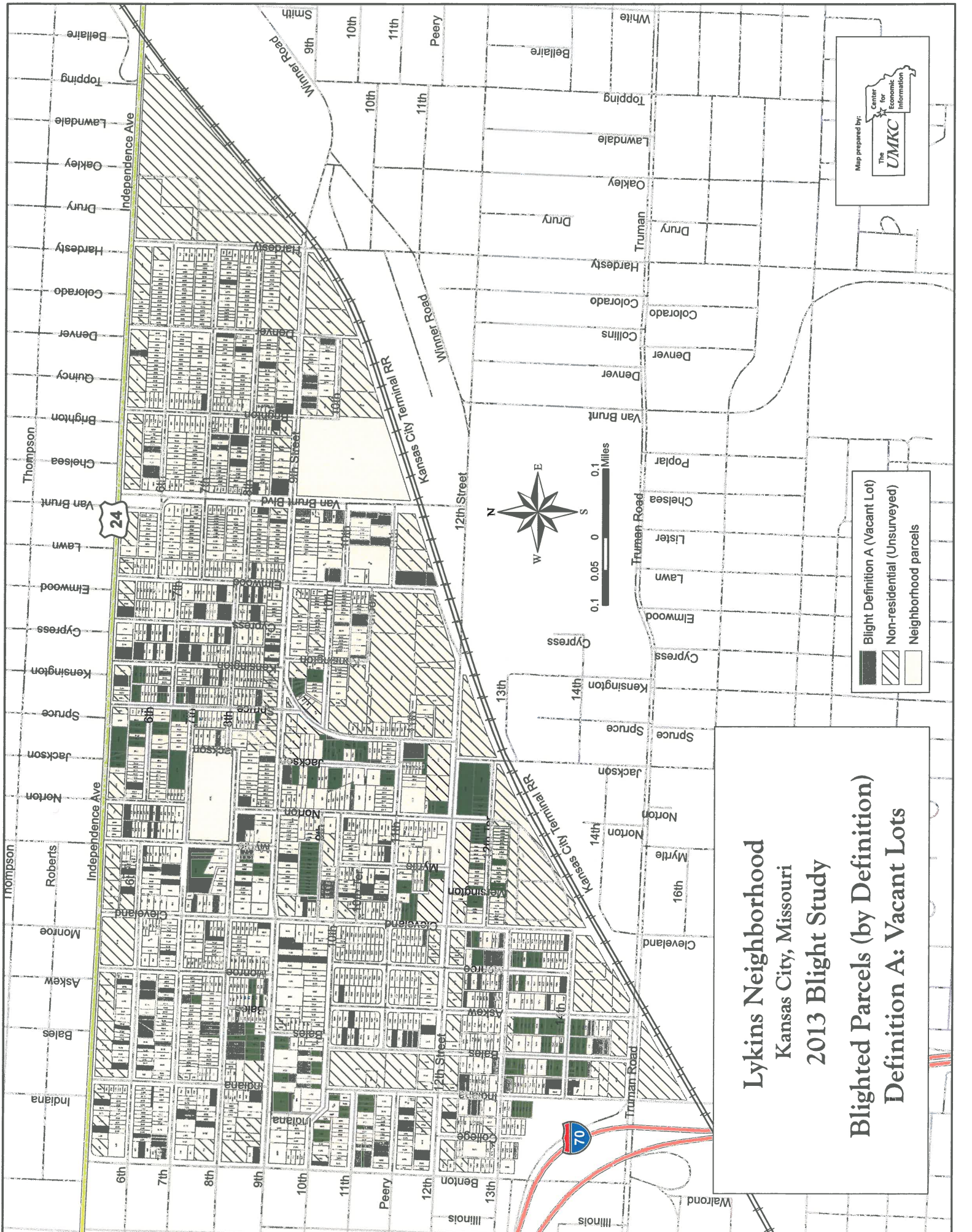
1. **Severe Problem.** There are no streetlights on the block.
2. **Serious Problem.** Streetlights are more than 8 houses apart. Lights present appear to be broken, or tree limbs block illumination.
3. **Substandard.** Streetlights are more than 6 houses apart. Lights work, but tree limbs block illumination.
4. **Good.** Streetlights are 5 houses apart. Some tree limbs are near the lights, but not blocking illumination.
5. **Excellent.** Streetlights are less than 5 houses apart. No tree limbs growing near lights.

4. Catch Basins

1. **Severely Deteriorated.** The catch basin is severely deteriorated. It is broken or collapsed and creating a danger to pedestrians or traffic (leaves water standing for days, or would be dangerous to evening walking).
2. **Seriously Deteriorated.** The catch basin is severely deteriorated and needs replacing, but is not creating a dangerous situation (i.e. doesn't create traffic hazards during rains, etc.)
3. **Substandard.** The catch basin is not deteriorated but it is substantially blocked with leaves and litter (just needs to be cleaned out).
4. **Good.** There are leaves and litter in the catch basin, but it still functions adequately.
5. **Excellent.** There are no defects or leaves and litter present. Catch basin is in perfect operational condition.
6. **Not applicable.** Characteristic does not apply to rated parcel (e.g., roof rating for parcels with no structure, public sidewalk rating for parcels with no sidewalks, etc.).

5. Street Condition

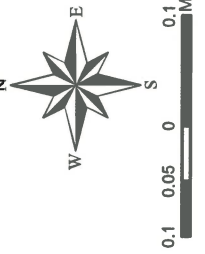
1. **Severely Deteriorated.** The pavement is severely deteriorated. There are more than 7 potholes present. Vehicles cannot safely exceed 15 miles per hour due to the uneven surface. Resurfacing is needed on the whole block.
2. **Seriously Deteriorated.** The pavement is deteriorated. There are 4-6 potholes present, but traffic flow is not substantially affected. Resurfacing is needed.
3. **Substandard.** There are 3 or less potholes, mostly cracks in the surface. Patching, not resurfacing, is needed.
4. **Good.** There are no potholes. There are some cracks, but none wider than 2 inches.
5. **Excellent.** There are no cracks and no potholes present.

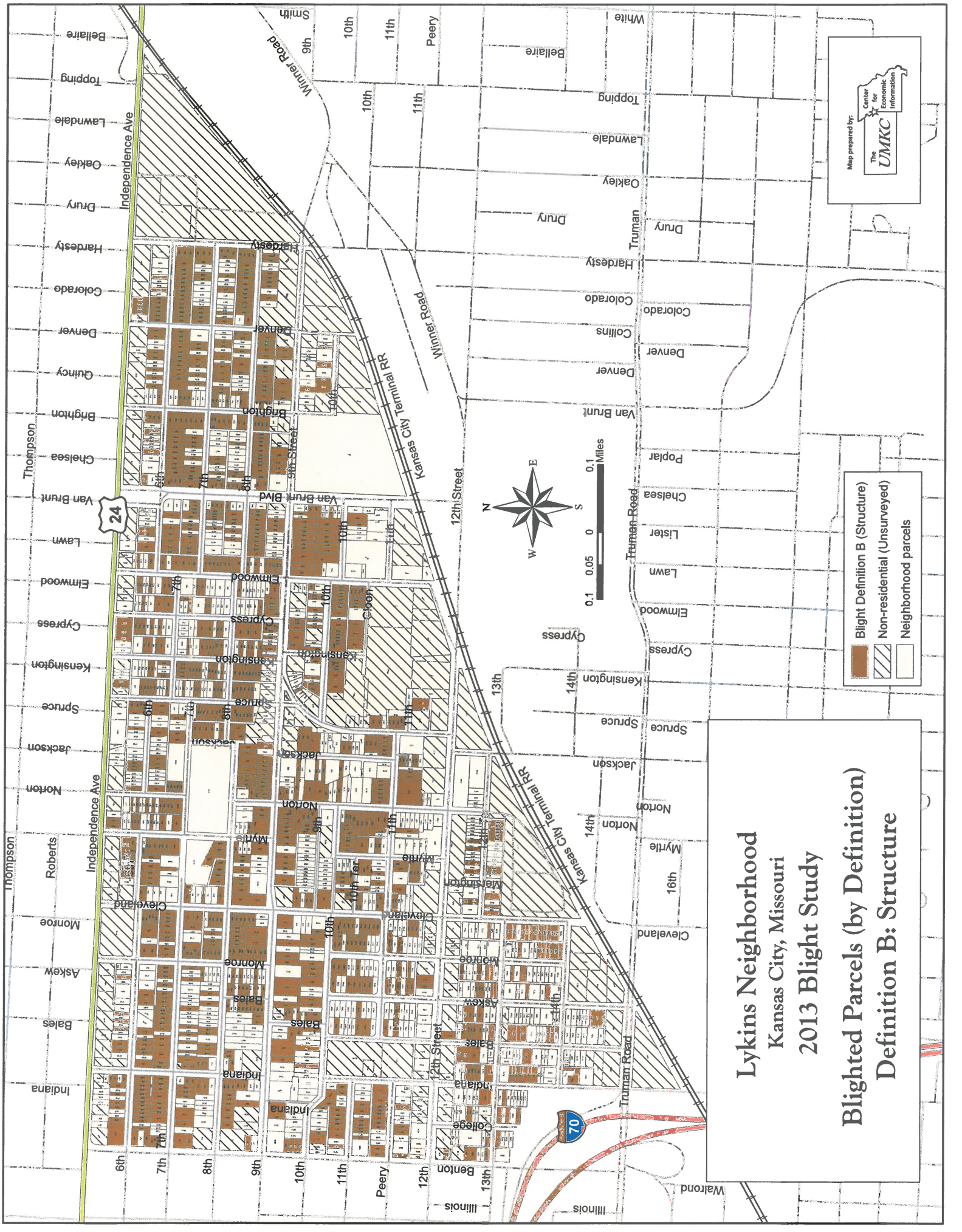


Map prepared by:
 The **UMKC**
 Center for
 Economic
 Information

Blight Definition A (Vacant Lot)
 Non-residential (Unsurveyed)
 Neighborhood parcels

Lykins Neighborhood
 Kansas City, Missouri
 2013 Blight Study
Definition A: Vacant Lots

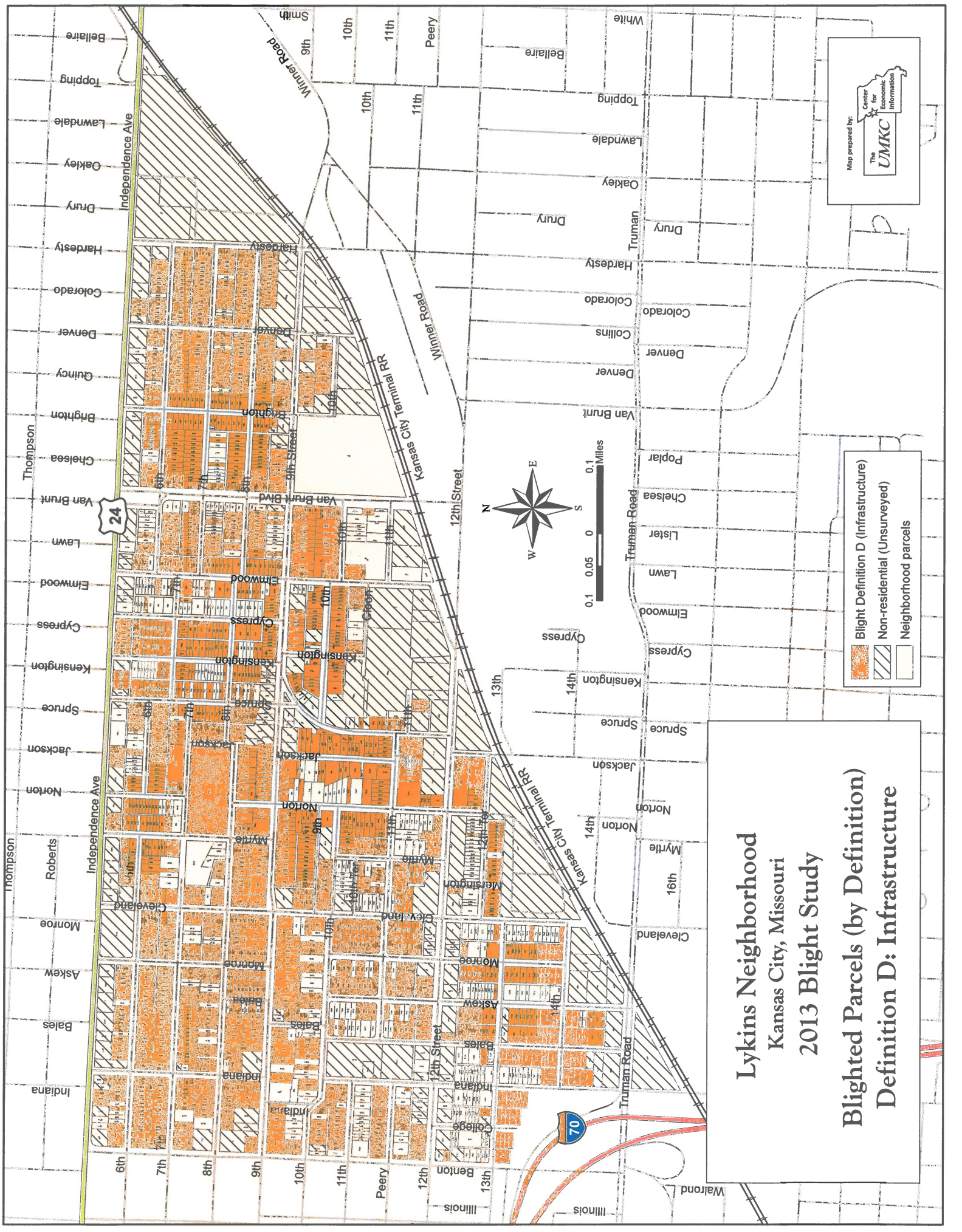







Map prepared by:
The UMKC
 Center for
 Urban
 Economic
 Information

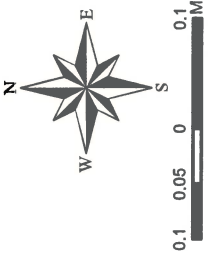
Lykins Neighborhood
 Kansas City, Missouri
 2013 Blight Study
 Definition B: Structure

- Blight Definition B (Structure)
- Non-residential (Unsurveyed)
- Neighborhood parcels

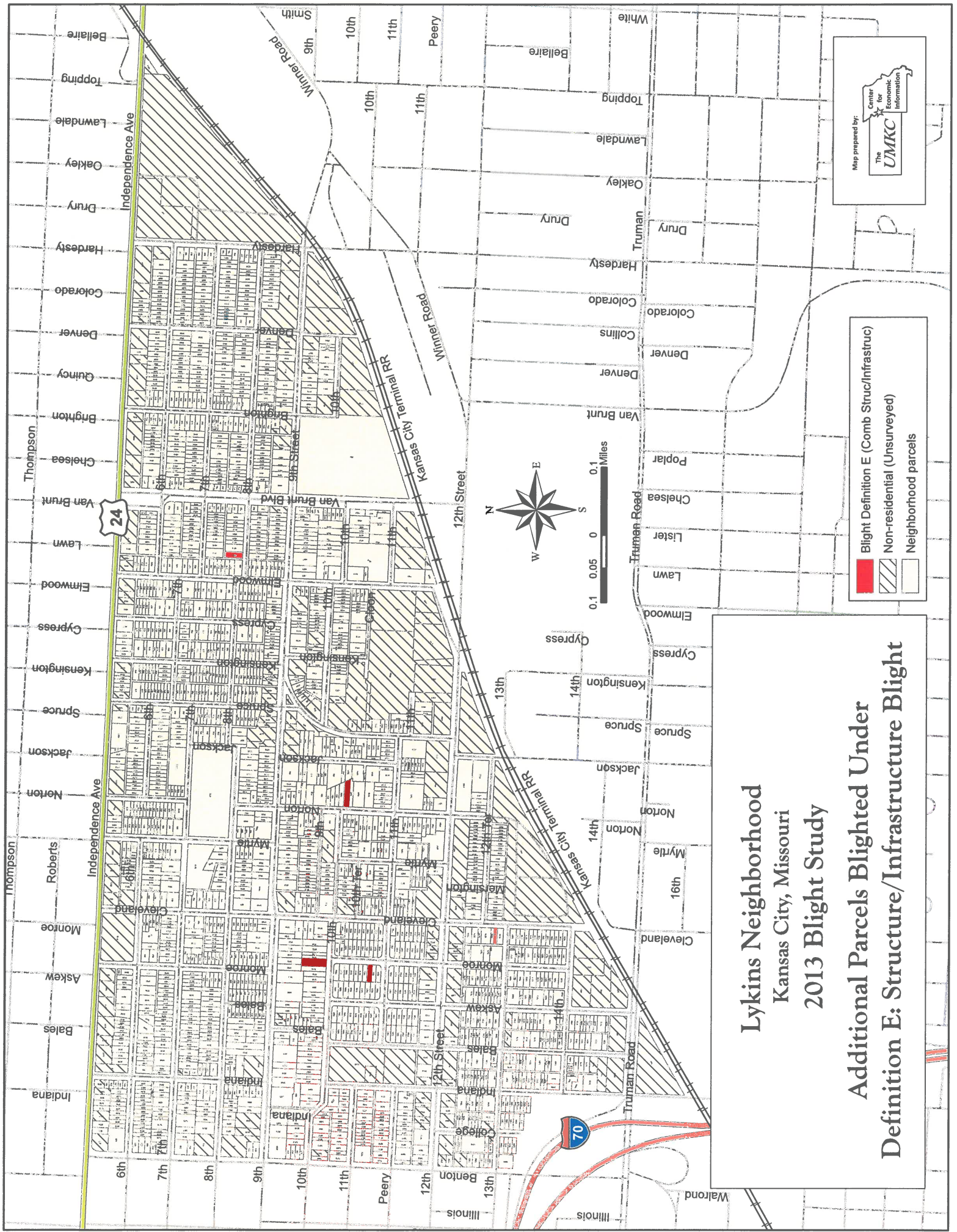


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The UMKC
 Center for Economic Information

	Blight Definition D (Infrastructure)
	Non-residential (Unsurveyed)
	Neighborhood parcels



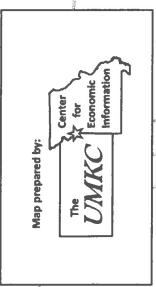
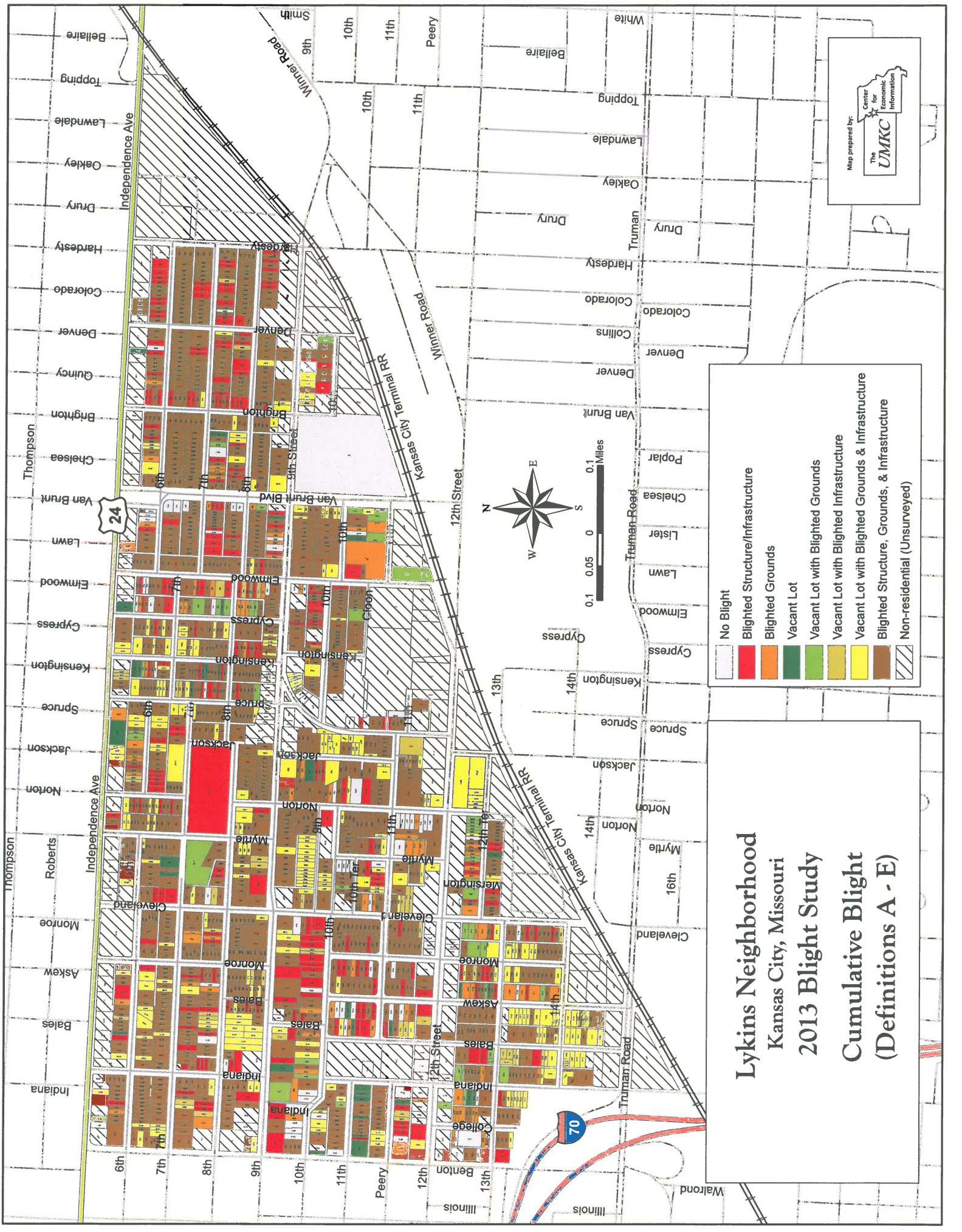
Lykins Neighborhood
 Kansas City, Missouri
 2013 Blight Study
Definition D: Infrastructure



Lykins Neighborhood
 Kansas City, Missouri
 2013 Blight Study
Definition E: Structure/Infrastructure Blight

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 The UMKC
 Center for Economic Information

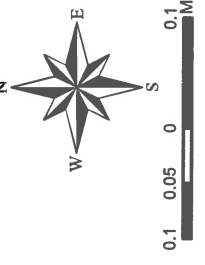
- Blight Definition E (Comb Struc/Infrastruc)
- Non-residential (Unsurveyed)
- Neighborhood parcels



Map prepared by:
The UMKC
Center for
Economic
Information

	No Blight
	Blighted Structure/Infrastructure
	Blighted Grounds
	Vacant Lot
	Vacant Lot with Blighted Grounds
	Vacant Lot with Blighted Infrastructure
	Vacant Lot with Blighted Grounds & Infrastructure
	Blighted Structure, Grounds, & Infrastructure
	Non-residential (Unsurveyed)

Lykins Neighborhood
Kansas City, Missouri
2013 Blight Study
Cumulative Blight
(Definitions A - E)



Map labels include street names: Independence Ave, Truman Road, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, Peery, Bellaire, Topping, Lawndale, Oakley, Drury, Hardesty, Colorado, Denver, Quincy, Brighton, Chelsea, Van Brunt, Lawn, Elmwood, Cypress, Kensington, Spruce, Jackson, Norton, Myrtle, Cleveland, Askew, Bales, Indiana, College, Benton, Illinois, Walrod, and 24th. It also labels the Kansas City Terminal R.R. and Interstate 70.

APPENDICES

DESIGN REVIEW PROCESS

All redevelopment proposals for the Kansas City Land Clearance for Redevelopment Authority's (LCRA) Disposition Parcels will be subject to design review and approval by the Authority before and after the execution of the Disposition Agreement, Inducement Resolution, Redevelopment Contract, Certificate of Tax Abatement, or other necessary action of Authority. In addition, all development proposals for new construction, or the rehabilitation of existing structures within designated urban renewal areas will be subject to the LCRA's design review and approval. This review will evaluate the quality and appropriateness of the proposal on the basis of the design objectives stated in the Plan and the special land use and building requirements stated in more detailed and refined Development Objectives and Controls which may be prepared for the site.

This review will be conducted by the LCRA. The LCRA may engage professional consulting services from time to time to provide technical advices. Required submissions shall be made to the Authority through the Executive Director.

Required submission will occur at three (3) stages in the preparation of the redevelopment proposal. Additional informal reviews at the request of either the Redeveloper or the LCRA Staff are encouraged. A time schedule for the required submissions will be agreed upon on or before the time of execution of the Land Disposition Agreement, Inducement Resolution, or other action by the LCRA, and will be set forth therein or in a separate document. It is the intention of the LCRA Staff that once approval has been given of a submission stage, further review will be limited to consideration of a development or refinement of previous approved submission, or to new elements which were not present in previous submissions.

The formal stages of submission follow:

1. SCHEMATIC DESIGN

This review is intended to secure agreement on and approval of the basic design concept prior to extensive work by the Redeveloper's architect. The LCRA does not encourage submission of more than the following, which it feels is sufficient to describe the proposal:

- (a) Site plan at any appropriate scale (1" = 100' and 1" = 40' are preferred scales); emphasizing general relationships of proposed and existing buildings, walls and open space, including that mutually defined by buildings on adjacent parcels and across streets. The general location of walks, driveways, parking, service areas, road and major landscape features, in addition to the buildings, should be shown. Pedestrian and vehicular flow through the parcel and to adjacent areas shall be shown. Where relevant, site sections showing height relationships with proposed and adjacent buildings shall be provided.
- (b) Building plans, elevations, and sections at any appropriate scale, showing organization of functions and spaces. These drawings need not be more detailed than sufficient to indicate general architectural character and proposed finish materials.

- (c) All sketches, diagrams, and other materials relevant to the proposal which were used by the architect during his/her initial study and which will help to clarify the architect's problem and his/her solution to it.
- (d) Written statement of proposal, including total square footage, F.A.R., number of parking spaces, structural system and principal building materials, and estimated costs.
- (e) Proposed time schedule for the following submissions and estimated construction time.

Upon approval by the LCRA of the SCHEMATIC DESIGN, the following submission is required:

2. DESIGN DEVELOPMENT

This review is intended to secure agreement on and approval of the final design prior to extensive and detailed work on the preliminary working drawings.

- (a) Site Plan development of 1 (a) at 1" = 40' minimum (or as determined after approval of SCHEMATIC DESIGN). Phasing possibilities, if any, shall be shown. Proposed site grading, including typical existing and proposed grades at parcel lines shall be shown. Those areas of the site proposed to be developed "by other" or easements to be provided for other shall be clearly indicated. All dimensions which may become critical from the point of view of zoning shall be indicated. Adjacent buildings, streets and buildings across streets must be indicated.
- (b) Site sections at 1" = 40' (minimum) showing vertical relationships in addition to those shown above.
- (c) Building plans, elevations, and sections developed from those of 1 (b.).
- (d) Time schedule for the following submission.

Upon approval by the LCRA of the DESIGN DEVELOPMENT, the following submission is required:

3. FINAL WORKING DRAWINGS AND SPECIFICATIONS

- (a) Complete site plans for the parcel development to working drawing level of detail. These drawings, upon approval, will serve as a basic coordination drawing indicating scope of work and responsibilities to be performed by others.
- (b) Complete working drawings and specifications ready for bidding.

- (c) Statement of proposal, indicating differences, if any, form 1 (d.).
- (d) Time schedule for construction of this project.
- (e) Detailed financial plan, including costs, rents and operation.

Once FINAL WORKING DRAWINGS AND SPECIFICATIONS have been approved and construction started, the only items subject to an additional review will be requests for change orders in the construction. The Redeveloper is strictly required to construct the project in accordance with all details of the approved drawings. Permission to make changes from such approved drawings must be requested by the Redeveloper in writing to the Director of Planning, who in turn, will reply in writing, giving approval or disapproval of the changes. No changes in the work are to be undertaken until such approval has been obtained.

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.

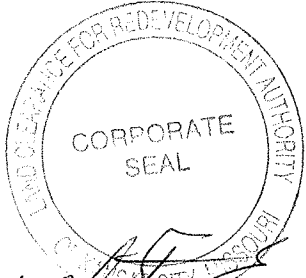
(l) Assistance Prohibited. Relocation assistance shall not be provided to any occupant who purposely resides or any business that is purposely located in a redevelopment area solely for the purpose of obtaining relocation benefits.

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

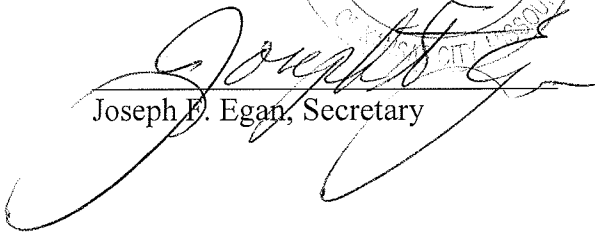
of eminent domain or to projects acquired for the same public use through the same procedures and which are being purchased solely through expenditure of state or local funds.

3. This Resolution shall take effect immediately.

ADOPTED this 26th day of March, 2008.



ATTEST:


Joseph E. Egan, Secretary


R. Michael Duffy, Chairman

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.
- 1.5 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 will conduct an in-house financial analysis for the following projects:
 - (a) Residential development of less than twenty-five (25) units; and
 - (b) Commercial development costs totaling less than \$1.5 million.

No financial analysis will be conducted for single family rehabilitation and in-fill single family construction.

- 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 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 are 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 maybe 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.

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.

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 & supv)	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 bldg, 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
Opns & Maint.	\$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 oper costs:			
Audit/Ptnrshp serv	\$12,000	(HUD required audit-reasonable)	
Utilities	\$35,000	(Owner pays cooking gas, common area elec, water/sewer, trash- reasonable)	
Administration	\$12,500		

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
of KANSAS CITY, MISSOURI

AFFIRMATIVE ACTION POLICY

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. The LCRA will bring its goals for MBE/WBE business participation to the attention of redevelopers and contractors early on in the development and construction process so that MBE/WBE businesses will have an opportunity to submit bids.

The LCRA has the following goals* for MBE and WBE participation when the professional services budget and construction services budget exceed the amounts set forth in the definition of a contract as defined in Kansas City, Missouri Code of Ordinances, Chapter 38, Article II, Sections 38-84.

Minority Classification	Construction	Professional Service	Other Services	Materials and Supplies
Black American	9%	8%	13%	9%
Hispanic American	5%	3%	3%	3%
Native American/Asian American	1%	2%	2%	%
White Women	7%	8%	10%	9%

* NOTE: These are default goals; alternative utilization goals may be set for individual projects.

Step 1 – 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 (as defined below).

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 (the “Affirmative Action Plan”) and a Letter of Intent (the “Letter of Intent”) and submit them to the LCRA for review. 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.
 - a. In all projects where more than two thirds (2/3) of commitments to either professional services providers or construction services providers, including the value of self-performed work have been established and the MBE/WBE goals have not been met, the Redeveloper shall:
 - (i) issue a written, verified commitment to the LCRA that states Redeveloper will use best faith efforts to meet the MBE/WBE goals (see LCRA Board Resolution No. 4-01-08 contained in this packet);
 - (ii) issue a written, verified commitment to the LCRA that states Redeveloper will use best faith efforts to meet the Construction Employment Program goals (see LCRA Board Resolution No. 5-01-09 contained in this packet); and
 - (ii) submit a completed Redeveloper Affirmative Action Plan for approval by the LCRA staff.
 - b. In all projects where prior to the approval of the LCRA application, the Redeveloper has committed to either professional services providers or construction services providers, including the value of self-performed work, that results in a mathematical impossibility for the Redeveloper to achieve the MBE/WBE goals, the Redeveloper’s application shall be administratively denied by the LCRA staff. The redeveloper may appeal the decision with a letter to the LCRA Board of Commissioners outlining specific reasons why the MBE/WBE participation levels should be waived.
3. The redeveloper is required to disclose to the LCRA, in writing, any pre-award commitments to contractors or suppliers. No more than one-third (1/3) of total subcontract dollars shall be pre-awarded. In the event the redeveloper has pre-awarded more than one-third (1/3) of total subcontract dollars, the LCRA Board shall recommend appropriate action by the redeveloper to ensure compliance with the Affirmative Action Plan.

4. The redeveloper's Affirmative Action Information Packet will include the following materials and forms:
 - a. Letter from the LCRA Executive Director
 - b. Redeveloper's Affirmative Action Plan
 - c. Letter of Intent Form
 - d. Pre-Award Commitments
 - e. LCRA Board Resolution No. 4-01-08
 - f. Good Faith Effort Statement
 - g. General Contractor's Affirmative Action Information Packet

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 to establish MBE/WBE Utilization Goals or apply the Default Goals for the Redevelopment Project or Public Improvement.
2. The LCRA staff will report on the redeveloper's Affirmative Action Plan and Letter of Intent at or before the time the LCRA Board considers and approves a Redevelopment Contract with the redeveloper for the proposed project. The Letter of Intent will explain the steps the redeveloper intends to achieve the LCRA's goals for MBE/WBE and minority/women construction workforce participation. 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.
2. At the meeting with the redeveloper and the general contractor, the general contractor will be given a packet of information and forms to be filled out. The LCRA staff will acquaint the general contractor with the information contained in the packet, which includes the following:
 - a. General Contractor's Affirmative Action Plan
 - b. Subcontractor's Affirmative Action Plan
 - c. MBE/WBE Reporting System
 - d. Bid Procedure
 - e. Good Faith Effort Statement
 - f. MBE/WBE Resource Agencies
 - g. LCRA Board Resolution No. 4-01-08

3. The general contractor, as he/she identifies subcontractors, should update the Affirmative Action Plan for LCRA review. All subcontractors and suppliers whose bids are \$20,000 or more must submit a Subcontractor's Affirmative Action Plan to the LCRA.
4. General contractors must submit a list of subcontractors (MBE/WBE Reporting System form) to the LCRA.

Step IV – Redevelopment Project Approvals and Implementation of Affirmative Action Plan

1. Prior to LCRA Board approval of awarding development rights within a LCRA redevelopment area, the LCRA Board will receive a written statement detailing the current status of the redeveloper's and general contractor's Affirmative Action Plans, the level of participation accomplished in the project, and what steps are envisioned or will be required to make a good faith effort to accomplish the project's Affirmative Action Plans.

Step V – Pre-Construction Conference

1. Within a reasonable time before construction begins, the redeveloper and contractor will meet with LCRA staff to finalize their Affirmative Action Plans.

Step VI – Monitoring

1. During the construction of the project, the LCRA staff, or its contracted designee as set forth below, and the redeveloper will monitor the project to ensure the Affirmative Action Plan goals are being attained or, in the absence of achieving the goals, a Good Faith Effort is made to achieve the goals. The LCRA shall receive monthly reports from the redeveloper on the progress of the project's affirmative action goals and be advised in this matter as the LCRA deems appropriate. By submitting such reports to the LCRA, the redeveloper represents that the information contained therein is accurate and fully describes the redeveloper's progress toward fulfilling the LCRA's affirmative action goals under the Affirmative Action Plan. The LCRA shall rely on the redeveloper's monthly report in determining whether the Affirmative Action Plan is being properly implemented. 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 the LCRA's issuance of a Certificate of Completion, the LCRA or its contracted designee shall no longer monitor the project.

Step VII - Damages Clause

Because the amount of harm caused to MBE's and WBE's by the Redeveloper not exerting good faith efforts to meet the Utilization Goals set forth herein is uncertain, if not impossible, to determine, the Redeveloper agrees to pay to the LCRA liquidated damages, and not as a penalty, an amount equal to the total amount of dollars for Professional and/or Construction services that MBE's or WBE's would have otherwise received had the Redeveloper attained the respective Utilization Goals ("Liquidated Damages"). In the event that the Redeveloper fails to exert good faith efforts to meet the Utilization Goals for minority/women construction workforce in the determination and sole discretion of the LCRA, the LCRA may refuse to grant incentives for the project.

In addition to any Liquidated Damages, Redeveloper shall be liable to the LCRA for any and all actual fees and expenses, including reasonable attorney's fees, incurred by LCRA in investigating and finding whether the Redeveloper has exerted good faith efforts to meet the Utilization Goals. Recovery of such administrative expenses may be invoked at the sole discretion of the LCRA Board of Commissioners ("Administrative Damages").

To illustrate the application of this damages provision, please refer to the example below:

Example

1. Pursuant to the implementation of Redevelopment 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 Utilization Goals established for Project A for the utilization of MBEs and WBEs in construction services is 9% and 7%, respectively and such Utilization Goals were set forth in a Utilization Plan approved by the Human Relations Department.
4. The LCRA finds that the Redeveloper did not exercise good faith efforts to meet the Utilization Goals for the utilization of MBEs and WBEs in construction services for the development of Project A. The Administrative Damages associated with such finding is, for example, \$5,000.
5. The additional amount that MBEs would have otherwise received had the Utilization Goals been met would be an amount equal to: the Utilization 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 Utilization Goals been met would be an amount equal to: the Utilization 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 damages provision of this Policy, the Redeveloper may be obligated to pay to the LCRA Administrative Damages in an amount of \$5,000 (the cost associated with the LCRA finding); plus Liquidated Damages in the amount of \$13,000 (\$7,000 (the amount MBEs would have otherwise received had the Utilization Goals been met) plus \$6,000 (the amount WBEs would have otherwise received had the Utilization Goals been met) for an aggregate amount of \$18,000 in Administrative Damages and Liquidated Damages.

RESOLUTION NO. 4-01-08

RESOLUTION OF THE LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY OF KANSAS CITY, MISSOURI APPROVING UPDATE TO AFFIRMATIVE ACTION POLICY.

WHEREAS, the Board of Commissioners of the Land Clearance for Redevelopment Authority of Kansas City, Missouri (“Authority”) adopted its Affirmative Action Policy on August 30, 1978, as amended from time to time (the “Affirmative Action Policy”);

WHEREAS, Affirmative Action Policy advises redevelopers and their general contractors that they are strongly encouraged to avoid situations where a substantial portion of the subcontracted and self performed work is awarded before the redeveloper and/or general contractor has made a serious attempt to secure interest and prices from Minority Business Enterprises and Women Business Enterprises (“MBE/WBE”) in the area;

WHEREAS, the Authority desires to update its goals for MBE/WBE business participation in order to assure MBE/WBE businesses receive a more equitable involvement and share of construction, as well as professional and consultant services contract and subcontract work resulting from Authority projects; and

WHEREAS, it is the policy of the Authority for all of its projects to require redevelopers and their contractors to make a good faith effort to accomplish the affirmative action goals of the Authority. It is the obligation and responsibility of the selected redeveloper to perform in a good faith effort throughout the redevelopment process. A good faith effort is deemed to be those actions, including: advertising in periodicals, making contacts with minority and women’s trade associations and business development organizations, and other outreach activities, which may be necessary in order to accomplish, at a minimum, the Authority’s goals, as shown in the attached Exhibit A, for the participation, directly or by joint venture arrangements, of minority and women business enterprises in the professional and consultant services, as well as in the construction activities resulting from Authority projects.

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 shall advise potential redevelopers that as a condition to entering into a contract for Authority redevelopment plans or projects, the redeveloper will be required to submit and follow an Affirmative Action Plan.
2. Potential redevelopers shall be advised of this Policy by the Authority staff at the earliest possible time and no later than the Authority’s selection of the redeveloper; the failure to communicate the Affirmative Action

Policy, however, shall not affect the redeveloper's obligation to submit and follow an Affirmative Action Plan.

3. The Authority reserves the right to examine the potential redeveloper's pre-award commitments in terms of Affirmative Action objectives and goals.
4. In all projects where prior to the approval of the Authority application, the Redeveloper has committed to either professional services providers or construction services providers, including the value of self-performed work, that results in a mathematical impossibility for the Redeveloper to achieve the MBE/WBE goals, the Redeveloper's application shall be administratively denied by the Authority staff. The redeveloper may appeal the decision with a letter to the Authority Board of Commissioners outlining specific reasons why the MBE/WBE participation levels should be waived.
5. All general contractors shall request that their potential subcontractors submit a "Subcontractor's Affirmative Action Plan." These plans shall be reviewed by the Authority staff before a contractual agreement is signed between the general contractor and his subcontractor.
6. The Authority approves and establishes the goals attached as Exhibit A for: (1) MBE and WBE participation in professional and consultant services; and (2) MBE and WBE participation in project construction activity for all redevelopment projects.
7. The Authority approves and establishes construction workforce goals for all construction projects greater than \$324,000, adjusted annually in accordance with the CPI at 15% minority construction labor hours and 7% women construction labor hours based on the total number of construction labor hours per project.
8. The obligation to accomplish the Authority's goals is that of the redeveloper. The redeveloper shall report to the Authority the affirmative action accomplishments on a monthly basis from the date the Authority approves a contract with the redeveloper until Authority approval of a Certificate of Completion for each redevelopment project.
9. The Authority will work with the City of Kansas City to certify compliance of all affirmative action plans and to assist the Authority in implementing its affirmative action policy. The cost related to this process shall be the obligation of the selected redeveloper and shall be recognized as reimbursable costs within each redevelopment project or area.

Exhibit A

(to Resolution 4-01-08)

Minority Classification	Construction	Professional Service	Other Services	Materials and Supplies
Black American	9%	8%	13%	9%
Hispanic American	5%	3%	3%	3%
Native American/Asian American	1%	2%	2%	%
White Women	7%	8%	10%	9%

NOTE: These are default goals; alternative utilization goals may be set for individual projects.

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) drivers 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.

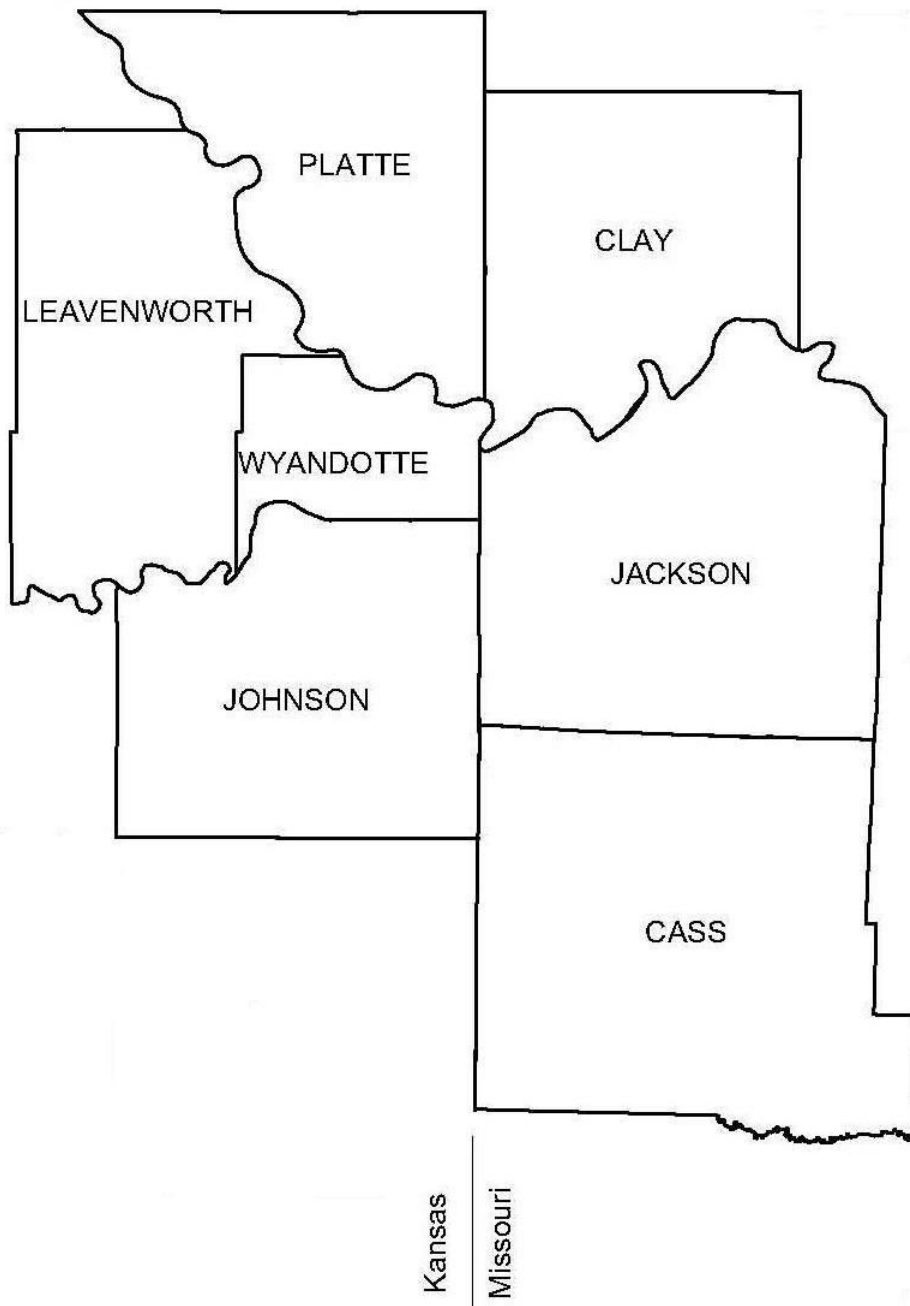
(h) The Construction Workforce Board shall have authority to affirm, modify or reverse the determination of the Authority with respect to whether good-faith efforts were made to meet the Minimum Construction Employment Goals.

(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,

EXHIBIT A

Map of Kansas City Metropolitan Statistical Area

Missouri
Kansas



LAND CLEARANCE FOR REDEVELOPMENT
AUTHORITY OF KANSAS CITY, MISSOURI

REDEVELOPER'S AFFIRMATIVE ACTION
INFORMATION PACKET

TO: All LCRA Applicants/Redevelopers

FROM: Joseph F. Egan, 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 LCRA has established the following goals* for Minority Business Enterprise (MBE) and Women’s Business Enterprise (WBE) participation on approved redevelopment projects:

Minority Classification	Construction	Professional Service	Other Services	Materials and Supplies
Black American	9%	8%	13%	9%
Hispanic American	5%	3%	3%	3%
Native American/Asian American	1%	2%	2%	%
White Women	7%	8%	10%	9%

* NOTE: These are default goals; alternative utilization goals may be set for individual projects.

The LCRA’s goals for MBE/WBE business participation apply to professional services and consultants, as well as construction contractors and suppliers. In order for a business to be considered MBE or WBE, it must: (a) be at least 51% owned and independently controlled by one or more minorities or women; (b) either have its principal place of business in the Kansas City metropolitan area or have made substantial efforts to become a market participant in the Kansas City metropolitan area; and (c) meet the size standards imposed by federal regulations (13 CFR 121.201). Minorities are generally defined as persons who are: Native American, Black, Hispanic, and Asian. It is sufficient if the overall goal for minorities has been met without regard to the specific “mix” of minorities.

All MBE/WBE businesses must be certified by the City of Kansas City Human Relations Department.

The LCRA’s goals for minority and women construction trade participation are 15% minority participation and 7% women participation based on the percentages of construction labor hours on each construction project with a budget greater than \$324,000.00, adjusted annually in accordance with the Consumer Price Index.

All redevelopers, general contractors and subcontractors shall be required to take affirmative actions to accomplish these minimum goals and shall be required to cooperate with the LCRA 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 (form enclosed), as well as a Letter of Intent (form enclosed). 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 affirmative action plan and monitoring of the project. During the planning, design and construction of the project, the LCRA, or its agents, 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 LCRA's 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

REDEVELOPER'S AFFIRMATIVE ACTION PLAN
FOR

PROJECT _____

LOCATION _____

TYPE OF

DEVELOPMENT _____

1. General Information

A. Name of
Company _____
Address _____
Phone
Number _____

B. Estimated Cost of Development
\$ _____

C. The owner(s) and/or principal(s) of our company are:

Name _____

Address _____

Name _____

Telephone No. _____

Name _____

Address _____

Name _____

Telephone No. _____

Name _____

Address _____

Name _____

Telephone No. _____

D. The Equal Employment Opportunity Officer for our company is:

Name _____

Phone Number _____

E. The following MBE and WBE firms are anticipated to participate as members of the development team:

<u>Name</u>	<u>Team Member Service Provided</u>	<u>MBE or WBE</u>	<u>Amount to be paid For Services Provided</u>
1.			
2.			
3.			
4.			

F. We agree to provide vexation letters from each listed MBE and WBE evidencing that it has agreed to execute a formal agreement for the work and indicate the price agreed for such work.

G. If the project is a multi-phased project, it may be unrealistic to attempt to outline MBE and WBE participants for future phases at this time. If so, what steps will the redeveloper take to maximize MBE and WBE participation for the development team for those future project phases?

H. In conjunction with this project, we propose to contract with the following types of suppliers of goods and services after construction:

I. We agree to contact the agencies provided on the Resource List for technical assistance in obtaining qualified MBE and WBE firms and expect _____% of the subcontracts to go to MBE and WBE firms.

J. MBE and WBE Participation Requirements: On this project we will insure that our contractor will comply with the LCRA's Affirmative Action guidelines which require participation by MBE and WBE subcontractors.

K. Minority and Women Workforce Requirements: On this project we will insure that our contractor will comply with the LCRA's Affirmative Action guidelines which require participation by minorities and women in the construction labor force.

2. Policy

- A. We, the undersigned, are committed to non-discrimination in employment. Any person that applies for employment with this project or our company will not be discriminated against because of race, color, creed, sex or national origin.
- B. The policies and practices of the undersigned are to recruit and to hire employees and/or contractors, subcontractors and suppliers without discrimination and to treat them equally with respect to compensation and opportunities for advancement, including upgrading, promotion, transfer and bidding and contracting negotiations. We realize the inequities associated with employment, upgrading, contracting and subcontracting for minorities and women, and will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our contractors, subcontractors and/or suppliers.

3. Affirmative Actions

- A. We will undertake a program of affirmative action to make known that equal employment and contract bidding opportunities are available on the basis of individual merit and to actively encourage minority and women participation.
- B. We will seek qualified minority and women applicants/contractors/subcontractors for all job categories and will make particular efforts to increase minority and women group representation in occupations at the higher levels of skill and responsibility. All sources of employment shall be used and made aware that we are equal employment opportunity employers. All MBE and WBE Resource Agencies and companies certified¹ by Kansas City, Missouri Human Relations Department (816/513-1836) will be notified by registered mail, fax logs or verified e-mail, with a follow-up contact. Documentation of this contact will be maintained as a permanent record throughout this project, and copies will be sent to the LCRA office.
- C. We will require timely and approvable submittals of Affirmative Action Programs from all interested contractors/subcontractors who propose to work on this project (and, when requested, from suppliers) and will take whatever steps necessary to insure that non-minority contractors and subcontractors have adequate minority and women representation in their total workforces.

Respectfully submitted,

By _____ Date _____
(Company Executive)

By _____ Date _____
(Company E.O. Officer, if applicable)

¹ Certified companies' contact information may be accessed via the Kansas City, Missouri website (<http://www.kcmo.org>) or by contacting the Human Relations Department at (816) 513-1836.

TO: All Redevelopers
FROM: Joseph F. Egan, Executive Director
RE: "Letter of Intent"

Attached is the form that should be used in submitting your Letter of Intent to the LCRA Board.

The Letter of Intent should outline the following requirement, as well as any other efforts you intend to set forth to meet these requirements:

- (1) The steps the redeveloper will take to maximize MBE/WBE participation in all areas of the project, including professional services, and consulting as well as construction contracting.
- (2) The steps the redeveloper will take to maximize minority and women construction workforce participation on the project.
- (3) It is the redeveloper's responsibility to make sure that the General Contractor sends notice to MBE/WBE resource agencies by registered mail (return receipt requested) inviting bids from their membership. Notice must go out at least two weeks before bids are due.
- (4) Documentation will be submitted to this agency of follow-up telephone calls to the resource agencies or individual contractors.

This letter should be on your letterhead and submitted with the redeveloper's Affirmative Action Plan.

Attachment

Date: _____

Land Clearance for Redevelopment Authority
of Kansas City, Missouri
1100 Walnut, Suite 1700
Kansas City, MO 64106

Attention: Executive Director

Re: Development Area _____
Redevelopment Project _____
Location _____
Construction Cost \$ _____

To Whom It May Concern:

The procedures outlined below are designed to insure that maximum MBE/WBE participation and minority/women construction workforce participation will be present on the above-referenced project.

The estimated timetable and steps we intend to take to insure that MBE/WBE participation will be provided and opportunities to bid on this project will be encouraged:

- 1.
- 2.
- 3.

On this project, we will insure that our general contractor will comply with the LCRA's Affirmative Action guidelines and adhere to the steps we have outlined above.

Respectfully submitted,

(Company Executive)

PRE-AWARD COMMITMENTS

1. 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.

a. In all projects where more than two thirds (2/3) of commitments to either professional services providers or construction services providers, including the value of self-performed work have been established and the MBE/WBE goals have not been met, the Redeveloper shall:

- (i) issue a written, verified commitment to the LCRA that states Redeveloper will use best faith efforts to meet the MBE/WBE goals (see LCRA Board Resolution No. 4-__-08-07 contained in this packet); and
- (ii) submit a completed Redeveloper Affirmative Action Plan for approval by the LCRA staff.

b. In all projects where prior to the approval of the LCRA application, the Redeveloper has committed to either professional services providers or construction services providers, including the value of self-performed work, that results in a mathematical impossibility for the Redeveloper to achieve the MBE/WBE goals, the Redeveloper's application shall be administratively denied by the LCRA staff.

GOOD FAITH EFFORT STATEMENT

It is the policy of the LCRA for all of its projects to require redevelopers and their contractors to make a good faith effort to accomplish the affirmative action goals of the Commission. It is the obligation and responsibility of the selected redeveloper to perform in a good faith effort throughout the development process. A good faith effort is deemed to be those actions, including advertising in periodicals, making contacts with minority and women’s trade associations and business development organizations, and other outreach activities, which may be necessary in order to accomplish, at a minimum, the LCRA’s following goals* for the participation, directly or by joint venture arrangements, of minority and women business enterprises in the professional and consultant services, as well as in the construction activities resulting from LCRA projects:

Minority Classification	Construction	Professional Service	Other Services	Materials and Supplies
Black American	9%	8%	13%	9%
Hispanic American	5%	3%	3%	3%
Native American/Asian American	1%	2%	2%	%
White Women	7%	8%	10%	9%

* NOTE: These are default goals; alternative utilization goals may be set for individual projects.

Statement of Agreement

I, _____, and the firm of _____, do hereby agree to make a “good faith effort” to implement the LCRA Affirmative Action policy for the _____ project.

LAND CLEARANCE FOR REDEVELOPMENT AUTHORITY
OF KANSAS CITY, MISSOURI

GENERAL CONTRACTOR'S AFFIRMATIVE ACTION
INFORMATION PACKET

GENERAL CONTRACTOR'S AFFIRMATIVE ACTION PLAN
FOR

PROJECT _____
LOCATION _____
TYPE OF
DEVELOPMENT _____

1. General Contractor

A. Name _____
Address _____
Telephone Number _____
E.O. Officer/Contact Person _____

2. Developer

A. Name _____
Address _____
Telephone Number _____

3. General Information

A. Name of
Company _____
Address _____
Phone
Number _____

B. The owner(s) and/or principal(s) of our company are:

Name _____
Address _____
City, State, Zip _____
Position _____
Ethnic Origin _____
Ownership _____ %

Name _____
Address _____
City, State, Zip _____
Position _____
Ethnic Origin _____
Ownership _____ %

Name _____
 Address _____
 City, State, Zip _____
 Position _____
 Ethnic Origin _____
 Ownership _____%

C. Estimated Construction Dates:
 Start _____ Completion _____

D. Total number of persons employed by the company: _____

E. Manpower utilized on this project will be in the following areas:

TRADES & SKILLS % OF TOTAL	TOTAL		MINORITIES	
	Male	Female	Male	Female
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

F. In conjunction with this project, we propose to subcontract the following types of work:

G. We agree to contact the agencies provided on the Resource List for technical assistance in obtaining qualified MBE and WBE contractors and expect _____% of the subcontract amount to go to MBE contracts, and _____% of the subcontract amount to go to WBE contractors.

H. On this project we will comply with the LCRA's Affirmative Action guidelines that require participation by MBE and WBE subcontractors.

I. We will take the following affirmative actions to insure that MBE/WBE subcontractors and/or suppliers are provided opportunities to negotiate and/or bid the project:

4. Employment Goals

- A. We will seek qualified minority subcontractors for all job categories and will make particular efforts to increase minority group representation in occupations at the higher levels of skill and responsibility. All sources of employment shall be used and made aware that we are equal employment opportunity employers. All Minority Resource Agencies will be notified by registered mail, with a follow-up contact. Documentation of this contact will be maintained as a permanent record throughout this project, and copies will be sent to the LCRA office.
- B. We agree that placements, promotions and transfer activities at all levels will be made to insure that full consideration has been given to qualified minority and women employees. Our present minority employees are identified on Appendix A.
- C. We will require timely and approvable submittals of Letters of Certification from the City of Kansas City, Missouri regarding Affirmative Action Plans from all subcontractors who propose to work on this project.

5. Failure to Follow Goals

- A. The undersigned understands that the failure or refusal to follow through with implementation of these Affirmative Action goals that are herein stated may be deemed by the LCRA as a total breach of our contractual obligations with the Commission and that this contract, or other contracts, may be terminated, cancelled or suspended in whole or in part.

Respectfully submitted,

By _____
Company Executive

Date _____

APPENDIX A

MINORITY EMPLOYEES

List the name, address, trade, classification, date hired, sex and ethnic origin for each minority person employed by your company.

<u>Name & Address</u>	<u>Trade</u>	<u>Classification</u>	<u>Date Hired</u>	<u>Sex</u>	<u>Ethnic Origin</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

SUBCONTRACTOR'S AFFIRMATIVE ACTION PLAN
FOR

PROJECT _____
LOCATION _____
TYPE OF
DEVELOPMENT _____

1. Subcontractor

A. Name _____
Address _____
Telephone Number _____
E.O. Officer/Contact Person _____

2. Redeveloper

A. Name _____
Address _____
Telephone Number _____

3. General Information

A. Name of
Company _____
Address _____
Phone
Number _____

B. The owner(s) and/or principal(s) of our company are:

Name _____
Address _____
City, State, Zip _____
Position _____
Ethnic Origin _____
Ownership _____ %

Name _____
Address _____
City, State, Zip _____
Position _____
Ethnic Origin _____
Ownership _____ %

Name _____
 Address _____
 City, State, Zip _____
 Position _____
 Ethnic Origin _____
 Ownership _____%

C. Estimated Construction Dates:
 Start _____ Completion _____

D. Total number of persons employed by the
 company: _____

E. Manpower utilized on this project will be in the following areas:

TRADES & SKILLS	TOTAL		MINORITIES	
% OF TOTAL	Male	Female	Male	Female

F. We, the undersigned, will take whatever steps are necessary to ensure that our total workforce has adequate qualified minority representation. We will utilize any means or methods to correct any deficiencies in minority employment, placement, promotion and contracting/subcontracting services.

G. We agree that placements, promotions and transfer activities at all levels will be made to insure that full consideration has been given to create opportunities for qualified minority and women group employees. Our present minority employees are identified on Appendix A.

H. The undersigned understands that the failure or refusal to follow through with implementation of these Affirmative Action goals that are herein stated may be deemed by the LCRA as a total breach of our contractual obligations with the Commission and that this contract, or other contracts, may be terminated, cancelled or suspended in whole or in part.

Respectfully submitted,

By _____ Date _____
 Company Executive

MBE/WBE REPORTING SYSTEM

List of Subcontractors

Project _____

Total Dollar Amount of construction costs: \$ _____

The following are subcontractors being utilized on our project:

<u>Name & Address</u>	<u>Scope of Work</u>	<u>Amount of Contract</u>	<u>MBE/WBE</u>
---------------------------	----------------------	---------------------------	----------------

Total MBE/WBE subcontract amount: \$ _____

Total MBE/WBE percentage: _____%

BID PROCEDURE

The redeveloper will inform the LCRA, in writing, of any pre-award commitments to contractors or suppliers. No more than 1/3 of subcontract work should be pre-awarded (see LCRA Board Resolution No. 94-55).

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 (www.kcmo.org). 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.

The LCRA reserves the right to review any and all bids before final selection by the General Contractor if the affirmative action goals of the LCRA are not likely to be accomplished.

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 may not include all minority and women business organizations and publications available. For further information please contact the Human Relations Department at (816) 513-1836.

CHAMBERS OF COMMERCE

Black Chamber of Commerce

A. Marie Young
1501 E 18th St
Kansas City, Missouri 64108
Phone: 816-474-9901
Fax: 816-842-1748
blkchkc@swbell.net

Hispanic Chamber of Commerce

Contact: Miguel Meneses
1600 Baltimore
Kansas City, Missouri 64106
Phone: 816-472-6767
info@hispanicchamberofkc.com

Asian Chamber of Commerce

Young Sexton
8645 College Blvd. #100
Overland Park, KS 66210
Phone: 913-451-9200
Fax: 913.451.9680
young.sexton@winggatetravel.com

African Chamber of Commerce

John Akin
P O Box 412632
Kansas City, Missouri 64141
Phone: 816-753-3219
Fax: 816-531-2271

Women's Chamber of Commerce

Contact: Melissa Bynum
727 Minnesota
Kansas City, Kansas 66117
Phone: 913-371-3165
Fax: 913-371-3732
www.kckchamber.com

CONSTRUCTION LABOR RECRUITMENT SOURCES

Black Chamber of Commerce
A. Marie Young
1501 East 18th Street
Kansas City, MO 64108
816.474.9901
816.842.1748
info@bcckc.org

The Builders Association
Ken Washington
105 West 12th Avenue
North Kansas City, MO 64116
816.471.0880 x. 339
816.471.5566
kwashington@buildersassociation.com

Youth Build
Victor Martin
3027 Cherry
Kansas City, MO 64108
816.921.4327
816.448.2943 (facsimile)
vmartin@swopecommunitybuilders.org

(Please fax and e-mail)
Full Employment Council
Clyde McQueen
Shelly Estell
1740 Paseo
Kansas City, MO 64106
816.471.2330
816.471.0132 (facsimile)
cmcqueen@feckc.org
sestell@feckc.org

Mid America Minority Business Council
Lonnie Scott
777 Admiral Boulevard
Kansas City, MO 64106
816.221.4200 x. 105
816.221.4212
Lonnie.scott@mambdc.org

Urban League of Kansas City
Melva Brownlee
1710 Paseo
Kansas City, MO 64108
816.471.0550 x. 13
816.471.3064
janette@ulkc.org

Women's Employment Network
Arnetta Marshall
720 Oak, Suite 200
Kansas City, MO 64106-1628
816.822.8083 x. 105
816.841.0262
amarshall@kcwen.org